

AFFORDABLE HOUSING SETTLEMENT AGREEMENT

This Affordable Housing Settlement Agreement (the "Agreement") is entered into this ____ day of April 28, 2021, by and between MINAC ASSOCIATES, a General Partnership of the State of New Jersey with a business address of 820 Morris Turnpike, Short Hills, New Jersey 07078 ("Minac"), and the TOWNSHIP OF MANSFIELD, County of Warren, State of New Jersey, a municipal corporation of the State of New Jersey with a business address of 100 Port Murray Road, Port Murray, New Jersey 07865 (the "Township"). Collectively, Minac and the Township shall be referred to as the "Parties."

WITNESSETH:

WHEREAS, Minac is the owner of approximately 107.6 acres of real property generally located in the northwest corner of the Township with access on New Jersey State Highway 57, which property is specifically identified as Block 1102, Lot 4.04 on the Township's Official Tax Map (the "Subject Property"); and

WHEREAS, the northernmost approximately 83.79 acres of the Subject Property contains an existing residential development comprised of 812 apartments known as Mansfield Village ("Existing Mansfield Village"); and

WHEREAS, the southernmost approximately 23.14 acres of the Subject Property consists of vacant land (the "Proposed Mansfield Village Lot"); and

WHEREAS, the Township instituted certain litigation now pending in the Superior Court of New Jersey, Law Division, Warren County captioned In the Matter of the Application of the Township of Mansfield, Docket No. WRN-L-242-15 (the "Declaratory Judgment Litigation"); and

WHEREAS, by way of the Declaratory Judgment Litigation, the Township seeks declaratory relief approving the Township's plan to satisfy its current affordable housing obligation and immunity from builders remedy lawsuits; and

WHEREAS, Minac is ready, willing and able to construct an inclusionary development on the Subject Property so as to assist the Township's compliance with its current affordable housing obligation; and

WHEREAS, Minac has been, and continues to be, an interested party in the Declaratory Judgment Litigation; however, Minac did not formally intervene in the litigation; and

WHEREAS, the Township wishes to include the Subject Property as part of its affordable housing compliance plan in connection with the Declaratory Judgment Litigation; and

WHEREAS, in connection with the Declaratory Judgment Litigation, the Township and Fair Share Housing Center entered into a Settlement Agreement dated December 12, 2018 (the "FSHC Settlement Agreement"); and

WHEREAS, the Court in the Declaratory Judgment Litigation conducted a Fairness Hearing in connection with the FSHC Settlement Agreement on February 28, 2019; and

WHEREAS, in response to the notice of Fairness Hearing Minac filed an objection requesting that the Township's obligation to re-zone the Subject Property be memorialized in a settlement agreement between Minac and the Township; and

WHEREAS, Court Master, Elizabeth McManus in her Master's Report dated February 24, 2019 recommended to the Court that the Township and Minac enter a settlement agreement addressing the rezoning of the Subject Property; and

WHEREAS, the Court in the Declaratory Judgment Litigation entered an Order on Fairness Hearing dated February 28, 2019 approving the FSHC Settlement Agreement as being

fair and reasonable to the interests of low and moderate income households (the "Fairness Hearing Order"); and

WHEREAS, the FSHC Settlement Agreement requires the inclusion of the Subject Property in the Township's Housing Element and Fair Share Plan;

WHEREAS, the Parties, subject to the terms hereof, and pursuant to the FSHC Settlement Agreement, have agreed that the Subject Property shall be subdivided into two (2) new lots respectively consisting of an Existing Mansfield Village Lot and a Proposed Mansfield Village Lot Site consistent with the plan entitled "Conceptual Site Plan – Mansfield Village – Lot 4.04, Block 1101, Township of Mansfield, Warren County, New Jersey – Sheet 1 of 1" prepared by Ferriero Engineering, Inc., dated February 8, 2021. (the "**Concept Plan**"), a true copy of which is attached hereto as **Exhibit A**; and

WHEREAS, the Parties, subject to the terms hereof, and pursuant to the FSHC Settlement Agreement, have agreed that the Existing Mansfield Village shall remain as a permitted use on the proposed Existing Mansfield Village Lot and the Proposed Mansfield Village Lot shall serve the Proposed Development consistent with the Concept Plan; and

WHEREAS, the Parties, subject to the terms hereof and as set forth in the Concept Plan, have agreed that the Subject Property shall be developed so as to permit the construction of 200 market rate apartment units on the Proposed Mansfield Village Lot and the conversion of 35 units in Existing Mansfield Village to deed-restricted affordable units, for a total of 235 units (the "**Proposed Development**"); and

WHEREAS, the Subject Property is not presently zoned as to permit the Proposed Development; and

WHEREAS, Township has agreed to adopt ordinances rezoning the Subject Property so as to permit the construction of the Proposed Development as of right consistent with the permitted uses and bulk standards as set forth in proposed amendments to the Zoning Ordinance of the Township for the Proposed Mansfield Village Lot in the form attached hereto and made a part hereof as **Exhibit B** (the “Zoning Amendment – Proposed Mansfield Village”), and for Existing Mansfield Village Lot in the form attached hereto and made a part hereof as **Exhibit C** (the “Zoning Amendment – Existing Mansfield Village”) (collectively, the “**Zoning Amendments**”); and

WHEREAS, the Land Use Board of the Township of Mansfield (the “**Land Use Board**”) is not a party to this Settlement Agreement, but the Parties understand and anticipate that the Land Use Board will abide by the terms of this Agreement as set forth below for the purpose of facilitating the development of the Subject Property in accordance with the Proposed Development and Zoning Amendments; and

WHEREAS, this Agreement is of critical importance to Minac’s financial commitment to the development of the Subject Property and the Proposed Development to produce affordable housing units as set forth herein; and

WHEREAS, in order to permit the orderly development of the Subject Property and the Proposed Development on the basis of: (a) the Township’s adoption of the Zoning Amendments; and (b) the Township’s and Land Use Board’s processing and adjudication of Minac’s application for site plan and subdivision approval on the Subject Property in a manner consistent with this Agreement, the Parties hereby desire and intend to memorialize their obligations by the execution of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, TERMS AND CONDITIONS SET FORTH HEREIN, INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

1. RECITALS. The recital paragraphs set forth above are herein incorporated by reference.

1.1 PURPOSE. The purpose of this Agreement is to ensure the construction of the Proposed Development generally consistent with the Concept Plan and Zoning Amendments.

2. OBLIGATIONS OF THE TOWNSHIP.

2.1. Adoption of Zoning Amendment. Within ninety (90) days from the execution of this Agreement, the Township shall introduce and thereafter vote on the adoption of ordinances similar in all material respects to the Zoning Amendments after a duly noticed public hearing. Within the time period set forth in in the Municipal Land Use Law, the Land Use Board shall (1) make recommendation on the Zoning Amendments in accordance with the procedures of the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq.; and (2) amend the Township's Master Plan to include development on the Subject Property consistent with the Zoning Amendments, the Conceptual Subdivision Plan and the Concept Plan. The Township hereby agrees not to take any action which will modify the Zoning Amendments or which will otherwise require a variance application in connection with the Proposed Development. The Township hereby acknowledges that the Zoning Amendments shall permit the construction of 200 market rate apartment units on the Proposed Mansfield Village Lot and the conversion of 35 units in Existing Mansfield Village to deed-restricted affordable units, for a total of 235 units. The Parties agree that it is the intention of this Agreement and the Zoning Amendments to allow the Existing Mansfield Village to continue on the Existing Mansfield Village Lot and the Proposed Development on the Proposed

Mansfield Village Lot as permitted as of right uses and structures notwithstanding the subdivision of the Subject Property into two new tax lots.

2.2. **Obligation to Cooperate.** The Township acknowledges that in order to construct the Proposed Development, Minac may be required to obtain all necessary agreements, approvals and permits from all relevant public entities and utilities; such as, by way of example only, the Land Use Board, the County of Warren, the Warren County Planning Board, and the New Jersey Department of Environmental Protection ("NJDEP") -- including all ordinance requirements as to site plan and subdivision approvals (collectively, the "**Required Approvals**"). The Township agrees to cooperate with Minac in its undertakings to obtain the Required Approvals. The Parties contemplate similar cooperation from the Land Use Board.

2.3. **Obligation to Cooperate Regarding Utilities, Including Public Sewer and Water Service.** The Township shall have the obligation to cooperate with Minac with respect to Minac's providing utility service, including but not limited to sewer, water, electrical and/or natural gas through appropriate means to serve the Proposed Development. The Parties contemplate similar cooperation from the Land Use Board.

2.4. **Concept Plan.** The Parties have reviewed the Concept Plan which is attached hereto and made a part hereof as **Exhibit A**. The Parties find the design of the Proposed Development as represented on the Conceptual Subdivision Plan and on the Concept Plan, as a general concept, to be feasible and acceptable as well as consistent with the Zoning Amendments (**Exhibit B and Exhibit C**).

2.5. **The Land Use Board's Obligation to Review Minac's Development Application Expeditiously.** The Parties understand that the Land Use Board is not a party to this Agreement, but the Parties intend that the Land Use Board will honor the provisions set forth

herein. The parties agree that, in proceedings before the Land Use Board, Minac shall be entitled to have the Land Use Board move expeditiously on its application(s) as follows:

2.5.1. **Completeness.** Minac will complete and submit subdivision and site plan applications for the Subject Property, which applications shall be reviewed by the Township Planner and Township Engineer for purposes of determining completeness, as defined by the Municipal Land Use Law, and compliance with the Zoning Amendments and applicable design standards. A completeness determination by the Board will occur as required by the Municipal Land Use Law. To the extent possible the parties will strive to have the determination be made within thirty (30) days of submission.

2.5.2. **Decision By the Land Use Board.** After the Land Use Board determines that the subdivision and site plan applications are complete, the Board shall schedule the public hearing on the application. Action on the subdivision and site plan applications shall be taken as expeditiously as possible without any unnecessary delay. To the extent possible, the applications should be heard and decided at a single meeting.

2.5.3. **Obligation to Refrain From Imposing Cost-Generative Requirements.** The Township and Land Use Board recognize that any approvals and this Agreement contemplate the Proposed Development as an "inclusionary development" within the meaning of the Mount Laurel doctrine, and Minac shall be entitled to any benefits, protections and obligations afforded to developers of inclusionary developments. Nothing shall prevent Minac from applying for a bulk variance, design waiver, RSIS waiver/diminimis exception from any standard imposed by the Township's Land Use and Development Ordinance and/or RSIS, as applicable, and the standards set forth in the Municipal Land Use Law and/or RSIS shall determine if Minac is entitled to this relief or from seeking a waiver of de minimis exception to any standard or requirement of the

Residential Site Improvement Standards ("RSIS") under the applicable regulations. This Agreement creates no obligation on the Township Land Use Board to approve any request for variance or exception; however, the Parties intend that the Land Use Board will consider and reasonably grant requests for variances and/or waivers in accordance with law applicable to inclusionary developments.

2.5.4. The engineering representatives shall consult with one another and other professional staff on such regular schedule as they deem appropriate to discuss the status of the application once the application is submitted. Such communications are intended to allow for informal review, comments and discussion in order to expedite the Land Use Board's formal review of the plan for construction of the Proposed Development, with the understanding that the Township and Land Use Board professional staff have no authority to approve or reject an application and that these technical review meetings and other communications are not intended to usurp or limit the Land Use Board's statutory authority. Said meetings shall continue until the grant of preliminary approval by the Land Use Board, unless the parties deem further meetings unnecessary. The same process shall be followed for final approval applications, if separate from the preliminary approval application, and for subsequent applications. Minac shall have the right to file simultaneous applications for preliminary and final site plan and subdivision approvals. To the extent possible, the Township Land Use Board shall consider granting preliminary and final approval simultaneously but is under no obligation to do so.

2.6 Exemptions from Ordinances. The Parties agree that, in order to expedite and facilitate the Proposed Development and to eliminate cost generating ordinance requirements, the Proposed Development shall be exempt from the following ordinance requirements:

2.6.1 Submission Checklist Exemptions. Minac shall be exempt from the following application submission checklist requirements:

Chapter 361 Design and Performance Standards

- a. 361-10 Length of building/design standard limits building length to 200 feet. Plan contains one building of approximately 250 feet. Request design waiver for 1 building.
- b. 361-12 Limitation of number of dwelling units per floor. Request waiver for 1 building to permit 12 units per floor.
- c. 361-13 Recreation requirements/concept plan proposes 4 open space areas. Request waiver of 1000 sq ft per dwelling unit.
- d. 361-23 Storage requirement of 400 cubic feet/units do not provide 400 cubic feet of storage but do provide walk in closets, general closets and utility room. Request waiver of 400 cubic feet storage space requirement.

Chapter 362 Checklists

- a. 362-44M Estimate and analysis of traffic. Minac will provide Traffic Statement prepared by licensed traffic engineer. The Township shall have the right to request reasonable clarifications to the Traffic Statement; provided however, in no event shall Minac be required to submit a Traffic Analysis, traffic counts and/or Level of Service determinations.
- b. 362-44U Environmental impact statement. This site has been reviewed and approved for development by the court appointed Master. Request waiver of EIS.

Chapter 363 Zoning

- a. 363-32B Apartments.

Regulation limits maximum building coverage to 15%. The concept plan meets that standard where the subdivision line is drawn 50' from and parallel to the northerly boundary of the power line right-of-way.

Site coverage is limited to 18%. The 18% limit does not include building footprint. The 18% includes roadways, parking lot, sidewalk and any other hard surfaces. Request waiver of 18% and will stipulate to 50% for all impervious surface (includes buildings). Building height limit is 30ft. Propose 35 ft but limit building to 2 stories.

Floor Area Ratio

Request waiver. Total number of units is fixed by this agreement.

2.7 Lot Frontage. The Parties acknowledge that the Subject Property does not have frontage on a public street and is currently served by a private access road Nikitin Way from Route 57. Access to Existing Mansfield Village and the Proposed Development shall be provided solely by such existing private access road, Nikitin Way.

3. OBLIGATIONS OF MINAC.

3.1 **Obligation To Submit Development Applications Substantially Consistent With the Concept Plan.** Minac shall file and seek Land Use Board approval of a site plan and subdivision application substantially consistent with the design for the Proposed Development of the Subject Property as represented in the Concept Plan. In light of the Zoning Amendments, the parties do not contemplate that any substantial waivers and/or variances will be necessary to develop the Subject Property in accordance with the Concept Plan. However, the parties acknowledge that Minac has not yet engineered the Proposed Development and that upon engineering the Proposed Development and the submission of land development applications, it may become necessary to seek waivers, variances (except use variances) and/or other relief. In

such event, the parties acknowledge that Minac may request such minor relief as may be necessary to develop the Subject Property in accordance with the Concept Plan which shall not be unreasonably denied by the Township. Minac shall provide a 15% set aside of affordable units with a maximum of 35 affordable units to be provided by Minac. Minac may choose, at its option, the 35 units in Existing Mansfield Village which will be converted to deed-restricted affordable rental units. All units converted from market rate units to affordable units shall be renovated by Minac provided that the extent of such renovations shall be within the sole discretion of Minac; provided that, (a) such converted units shall be eligible for affordable housing credit to the Township; and (b) such renovations by Minac shall include for each renovated affordable unit those items set forth in the list entitled "Mansfield Renovated Apartments" attached hereto and made a part hereof as **Exhibit D**. All affordable units in the Concept Plan shall comply with New Jersey's Uniform Housing Affordability Controls, applicable Council on Affordable Housing Regulations and the Fair Housing Act, including those provisions regarding the phasing of affordable units. No more than twenty percent (20%) shall be one-bedroom units, and at least thirty percent (30%) shall be two-bedroom units and at least twenty percent (20%) shall be three-bedroom units. Thirteen percent (13%) of the affordable units shall be affordable to very low-income households; thirty-seven percent (37%) of the affordable units shall be affordable to low income households; and the remaining fifty percent (50%) of the affordable units shall be affordable to moderate income households. Minac agrees to comply with the bedroom distribution requirements for the affordable units as set forth in N.J.A.C. 5:80-26.3. The affordable units to be provided by Minac shall be distributed as to bedroom mix on a pro rata basis across very low and moderate income affordable units. Recognizing that the units at Existing Mansfield Village are one-bedroom and two-bedroom units, Minac shall convert seven of the required number of

proposed affordable units from existing two-bedroom units to three-bedroom units. The 35 proposed converted affordable rental units at Existing Mansfield Village shall be phased in with the proposed 200 market rate units in the Proposed Development in accordance with the phasing requirements of the COAH regulations which require that:

Percentage of Market-rate Units <u>Completed</u>	Minimum Percentage of Low- and Moderate-Income Units <u>Completed</u>
25	0
25 + 1 unit	10
50	50
75	75
90	100

Minac shall execute an Agreement with CGP&H, LLC or a qualified entity mutually acceptable to Minac and the Township to administer the affirmative marketing of the affordable units, including but not limited to, advertising, income qualifying, setting rents/re-rents, affordability controls and related responsibilities. All costs shall be the sole responsibility of Minac and a copy of the Agreement must be forwarded to the Township. The deed restriction period pursuant to UHAC shall begin for each affordable unit on the date that a new income-qualified occupant occupies the unit after being selected through the affirmative marketing process administered by the administrative agent and shall expire in accordance with the applicable U.H.A.C. regulations unless otherwise provided by law.

3.2 **Obligation to Support the Township's Affordable Housing Compliance Plan.**

Minac agrees to support and not object to the Township's compliance plan in connection with the Township's satisfaction of its Third-Round affordable housing obligation.

4. **MUTUAL OBLIGATIONS.**

4.1 **Mutual Good Faith, Cooperation and Assistance.** The Parties shall exercise good faith, cooperate and assist each other in fulfilling the intent and purpose of this Agreement,

including, but not limited to, the site plan and/or subdivision approval for the Subject Property and the defense of any challenge with regard to the foregoing.

4.2. **Fairness Hearing.** The Parties acknowledge that the Superior Court has already endorsed the inclusion of the Proposed Development in the Township's Housing Element and Fair Share Plan by virtue of the Court's approval of the FSHC Settlement Agreement at a duly notice Fairness Hearing on February 28, 2019.

5.0 MISCELLANEOUS PROVISIONS.

5.1. **Effective Date of Agreement.** The terms set forth in this Agreement shall become effective upon the execution of this Agreement by all parties.

5.3. **Severability.** Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any section, clause or provision of this Agreement shall not affect the validity of the remaining sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a Court to be invalid, illegal or unenforceable in any respect, such determination shall not affect the remaining sections.

5.4. **Successors Bound.** The provisions of this Agreement and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the parties, their successors and assigns, including any person, corporation, partnership, or other legal entity which at any particular time may have an interest in any of the provisions which are the subject of this Agreement.

5.5. **Governing Law.** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

5.6. **No Modification.** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the parties hereto.

5.7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

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

5.9. **Preparation.** Each of the parties hereto acknowledges that this Agreement was not drafted by anyone of the parties, but was drafted, negotiated and reviewed by all parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the parties expressly represents to the other that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

5.10. **Exhibits.** Any and all exhibits annexed to this Agreement are hereby made a part of this Agreement.

5.11. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof, except as otherwise provided herein.

5.12. **Notices.** All notices required under this Agreement ("Notice(s)") shall be written and shall be served upon the respective parties by Certified Mail, Return Receipt Requested or by a recognized overnight or by a personal carrier. In addition, where feasible (for example,

transmittals of less than 50 pages) Notices shall be served by email. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows:

To Minac:
Minac Associates
820 Morris Turnpike
Short Hills, NJ 07078
Attn.: David Roth
Email: davidr@gardenhomes.com

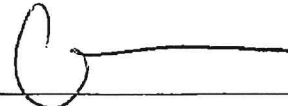
With a copy to counsel for Minac:
Ronald L. Shimanowitz, Esq.
Hutt & Shimanowitz, P.C.
459 Amboy Avenue
Woodbridge, NJ 07095
Email: rshim@huttshim.com

To the Township:
Township of Mansfield
100 Port Murray Road
Port Murray, New Jersey 07865
Attn.: Township Clerk
Email: dhrebenak@mansfieldtownship-nj.gov

With a copy to counsel for the Township:
Katrina L. Campbell, Esq.
Lavery, Selvaggi, Abromitis & Cohen, P.C.
1001 Route 517
Hackettstown, NJ 07840
Email: kcampbell@lsaclaw.com

IN WITNESS WHEREOF, Minac and the Township have caused this Agreement to be properly executed, witnessed and/or attested this as of the date first written on Page 1 of this Agreement.

MINAC ASSOCIATES, a NJ Partnership

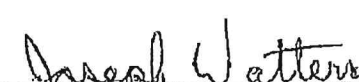
Witness: 

By 

Dated: August 12th, 2021

TOWNSHIP OF MANSFIELD

Witness: 
Dena Hrebenak, Township Clerk

By 
Mayor Joseph Watters

Dated: April 28, 2021

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EXHIBIT A

Concept Plan

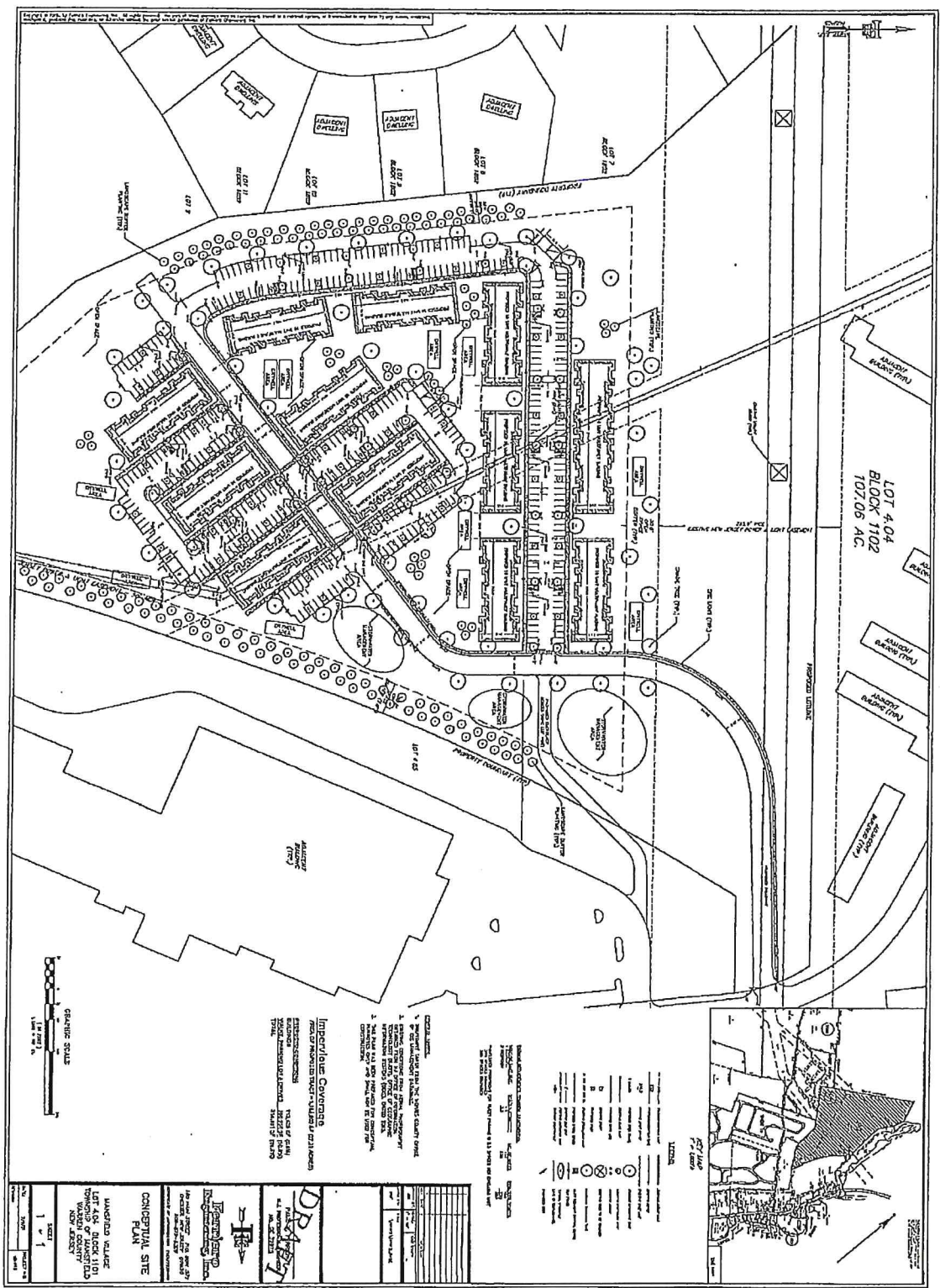


EXHIBIT B

**Zoning Amendment – Proposed
Mansfield Village**

AH-1
Revised 2-15-21

Explanation: This Ordinance amends Chapter 363 entitled "Zoning" by amending the Zoning Map and by adding new section 363-A31 entitled "AH-1 Affordable Housing District".

TOWNSHIP OF MANSFIELD

ORDINANCE NO.

AN ORDINANCE OF THE TOWNSHIP OF MANSFIELD, COUNTY OF WARREN, STATE OF NEW JERSEY, TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF MANSFIELD, CHAPTER 363 ENTITLED "ZONING" BY AMENDING ARTICLE II ENTITLED "ZONE DISTRICT AND ZONE MAP" AND SUBSECTION 363-2 ENTITLED "CLASSES OF DISTRICTS" AND BY THE ADDITION OF NEW SECTION 363-A31 ENTITLED "AH-1 AFFORDABLE HOUSING DISTRICT"

BE IT ORDAINED by the Township Committee of the Township of Mansfield in the County of Warren, State of New Jersey, as follows:

SECTION 1. Section 363-2 entitled "Classes of Districts" of Chapter 363 entitled "Zoning" of *The Revised General Ordinances of the Township of Mansfield* is hereby supplemented and amended by the addition of the following to Subsection 363-A31 entitled "Districts":

AH-1 Affordable Housing

SECTION 2. Section 363-2 entitled "Zoning Map" of Chapter 363 entitled "Zoning" of *The Revised General Ordinances of the Township of Mansfield* is hereby supplemented and amended as follows:

A. Change the zoning district classification on the official zoning map from R-2 Residential to AH-1 Affordable Housing District for the following properties:

1. Block 1102, Part of Lot 4.04

Boundaries of the rezoned area are indicated on Exhibit A attached to this Ordinance.

SECTION 3. Chapter 363 entitled "Zoning" of *The Revised General Ordinances of the Township of Mansfield* is hereby supplemented and amended by the addition of new Section 363-A31 entitled "AH-1 Affordable Housing District" to read as follows:

363-A31 AH-1 AFFORDABLE HOUSING DISTRICT

363-A31.1 Purpose. The objectives and standards set forth hereafter are designated to implement the Housing and Affordable Housing obligation of the Township of Mansfield.

The uses and standards for development are permitted only within the AH-1 zone as shown on the revised Official Zoning Map attached hereto as Exhibit A.

The objectives are to provide and encourage development of housing affordable to low and moderate income households as defined by the New Jersey Fair Housing Act.

363-A31.2 Development Standards and Requirements.

- | | |
|--------------------------------------|--|
| a. Permitted Uses | Multi-Family Dwellings |
| b. Accessory Uses. | Patios, balconies, decks
Fences and walls
Signs
Stormwater facilities
Pump stations
Refuse corrals
Common recreational facilities
Electric vehicle charging stations? |
| c. Housing Units | No more than 200 dwelling units shall be permitted |
| d. Maximum Units
per Building | 24 |
| e. Maximum No.
Bedrooms per Unit | 2 |
| f. Maximum Building
Height | 2 stories or 35 feet (whichever is less),
measured from average finished grade |
| g. Minimum Building Setback: | |
| Tract boundary | 50 feet |
| Front yard | 50 feet (measured from Nikitin Way, a private street
approved by the Mansfield Township Planning Board
pursuant to the Municipal Land Use Law) |
| Front yard from
Private Street | 20 feet (measured from curb) |
| h. Lot Coverage: | |
| Maximum Building
Coverage | 20% |
| Maximum Total
Impervious Coverage | 50% |

- | | |
|--------------------------|--|
| i. Parking | Development shall meet Residential Site Improvement Standards (RSIS). and §361-20 |
| j. Signage | Development ID permitted at entrances. ID sign face shall have maximum area of 25 square feet and height of no greater than 5 feet. Sign shall be no less than 10 feet from public right-of-way. |
| k. Buffer | A 50 foot buffer coinciding with the tract boundary. Roads providing ingress and egress, signs and stormwater management facilities shall be permitted in buffers. |
| l. Recreation | The development shall provide active and passive recreational opportunities for site residents. |
| m. Housing Affordability | 35 units shall be affordable pursuant to UHAC requirements except and as provided in Settlement Agreement, all affordable units shall be located within the adjacent existing Mansfield Village apartment development. All affordable housing units shall comply with the Township's Affordable Housing Ordinance, including but not limited to phasing, bedroom distribution, and very low income requirements. |

SECTION 4. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

SECTION 5. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Mansfield, the provisions hereof shall be determined to govern. All other parts, portions and provisions of *The Revised General Ordinances of the Township of Mansfield* are hereby ratified and confirmed, except where inconsistent with the terms hereof.

SECTION 6. Pursuant to N.J.S.A. 40:55D-62.1, The Township Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the owners of all real property as shown on the current tax duplicates located within the district and within the State within 200 feet in all directions of the boundaries of the district. The municipal clerk shall also provide notice to the Office of Planning Advocacy and to any military facility commander who has registered with the municipality pursuant to N.J.S.A. 40:55D-12.4 at least ten (10) days prior to the hearing by personal service or certified mail.

Pursuant to N.J.S.A. 40:55D-15, notice by personal service, certified mail or email with confirmation that the email was delivered, shall be made to the Warren County Planning Board and to the clerk of an adjoining municipality of all hearings on the adoption, revision or

amendment of the zoning ordinance involving property situated within 200 feet of such adjoining municipality at least ten (10) days prior to such hearing. The notice provided pursuant to N.J.S.A. 40:55D-15 shall include a copy of this ordinance.

Notice provided as set forth herein shall state the date, time and place of the hearing, the nature of the matter to be considered and an identification of the affected zoning districts and proposed boundary changes by street names, common names or other identifiable landmarks, and by reference to lot and block numbers as shown on the current tax duplicate in the municipal tax assessor's office.

Notice shall also be given by (1) serving a copy on the property owner as shown on the current tax duplicate, or his agent in charge of the property, or (2) mailing a copy by certified mail and regular mail to the property owner at his or her address as shown on the current tax duplicate. Notice to a partnership owner may be made by service upon any partner. Notice to a corporate owner may be made by service upon its president, a vice president, secretary or other person authorized by appointment or by law to accept service on behalf of the corporation. Notice to a condominium association, horizontal property regime, community trust or homeowners' association, because of its ownership of common elements or areas located within 200 feet of the boundaries of the district which is the subject of the hearing, may be made in the same manner as to a corporation, in addition to notice to unit owners, co-owners, or homeowners on account of such common elements or areas.

The Township Clerk shall execute affidavits of proof of service of the notices required by this section, and shall keep the affidavits on file along with the proof of publication of the notice of the required public hearing on the proposed zoning ordinance change. Costs of the notice provision shall be the responsibility of the proponent of the amendment.

SECTION 7. After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the within Ordinance to the Planning Board of the Township of Mansfield for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Township Committee, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

SECTION 8. This ordinance shall take effect immediately upon (1) adoption; (2) publication in accordance with the laws of the State of New Jersey; and (3) filing of the final form of adopted ordinance by the Clerk with the Warren County Planning Board pursuant to N.J.S.A. 40:55D-16.

ATTEST:

TOWNSHIP OF MANSFIELD

Township Clerk

Mayor

Zoning Plan Amendment

**Block 1102
Part of Lot 4.04**

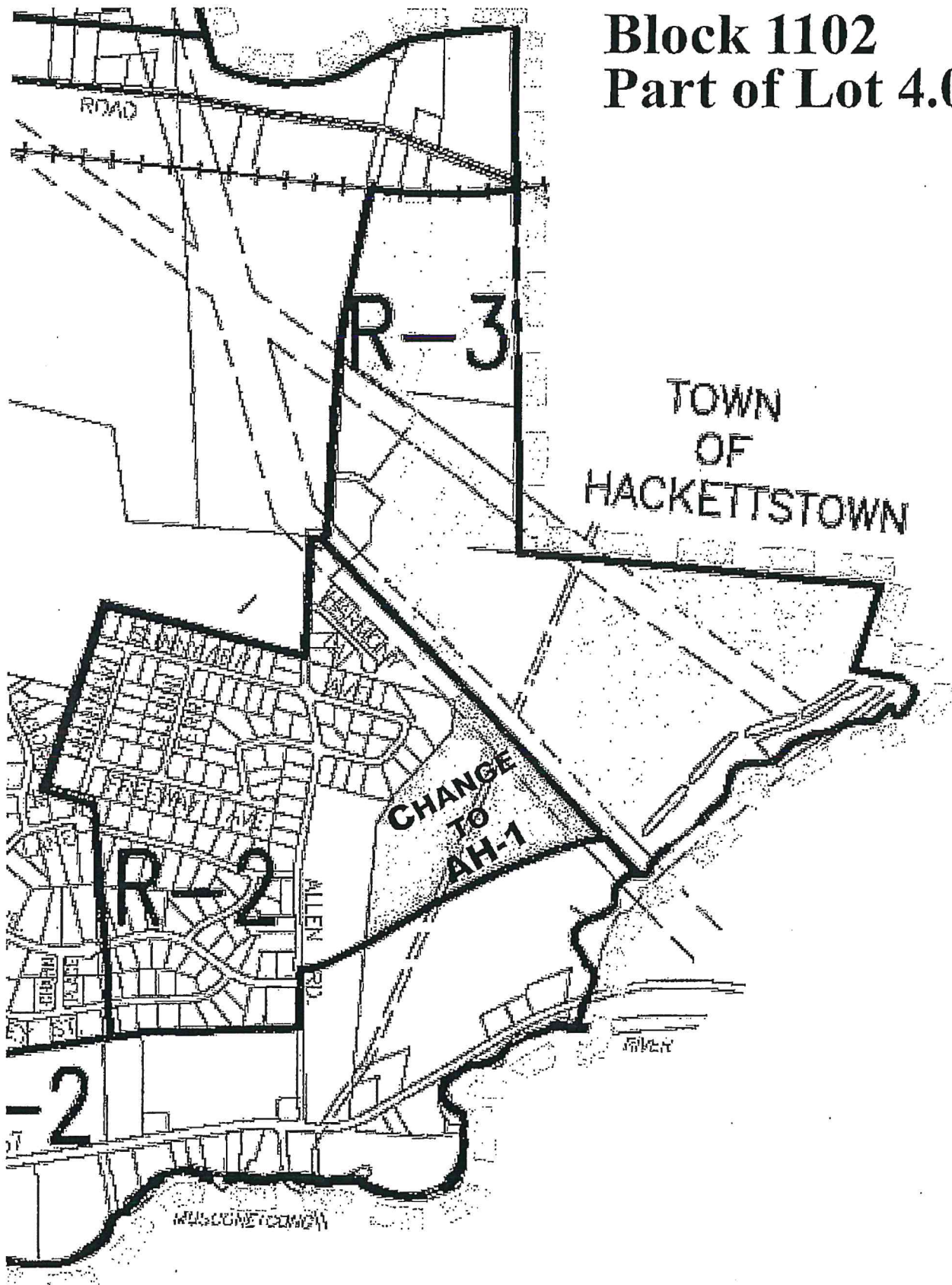


EXHIBIT C

Zoning Amendment – Existing Mansfield Village

AH-2
Revised 2-15-21

Explanation: This Ordinance amends Chapter 363 entitled "Zoning" by amending the Zoning Map and by adding new section 363-B31 entitled "AH-2 Affordable Housing District".

TOWNSHIP OF MANSFIELD

ORDINANCE NO.

AN ORDINANCE OF THE TOWNSHIP OF MANSFIELD, COUNTY OF WARREN, STATE OF NEW JERSEY, TO AMEND THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF MANSFIELD, CHAPTER 363 ENTITLED "ZONING" BY AMENDING ARTICLE II ENTITLED "ZONE DISTRICT AND ZONE MAP" AND SUBSECTION 363-2 ENTITLED "CLASSES OF DISTRICTS" AND BY THE ADDITION OF NEW SECTION 363-B31 ENTITLED "AH-2 AFFORDABLE HOUSING DISTRICT"

BE IT ORDAINED by the Township Committee of the Township of Mansfield in the County of Warren, State of New Jersey, as follows:

SECTION 1. Section 363-2 entitled "Classes of Districts" of Chapter 363 entitled "Zoning" of *The Revised General Ordinances of the Township of Mansfield* is hereby supplemented and amended by the addition of the following to Subsection 363-B31 entitled "Districts":

AH-2 Affordable Housing

SECTION 2. Section 363-3 entitled "Zoning Map" of Chapter 363 entitled "Zoning" of *The Revised General Ordinances of the Township of Mansfield* is hereby supplemented and amended as follows:

A. Change the zoning district classification on the official zoning map from R-3 Residential to AH-2 Affordable Housing District for the following properties:

1. Block 1102, Part of Lot 4.04

Boundaries of the rezoned area are indicated on Exhibit A attached to this Ordinance.

SECTION 3. Chapter 363 entitled "Zoning" of *The Revised General Ordinances of the Township of Mansfield* is hereby supplemented and amended by the addition of new Section 363-A31 entitled "AH-1 Affordable Housing District" to read as follows:

363-B31 AH-2 AFFORDABLE HOUSING DISTRICT

363-B31.1 Purpose. The objectives and standards set forth hereafter are designated to implement the Housing and Affordable Housing obligation of the Township of Mansfield,

The uses and standards for development are permitted only within the AH-2 zone as shown on the revised Official Zoning Map attached hereto as Exhibit A.

The objectives are to provide and encourage development of housing affordable to low and moderate income households as defined by the New Jersey Fair Housing Act, as well as middle income, age targeted and adult households.

363-B31.2 Development Standards and Requirements.

- | | |
|-----------------------------------|---|
| a. Permitted Uses | Multi-Family Dwellings |
| b. Accessory Uses. | Patios, balconies, decks
Fences and walls
Signs
Stormwater facilities
Pump stations
Refuse corrals
Common recreational facilities |
| c. Housing Units | No more than 812 dwelling units shall be permitted, all of which exist and 35 of the existing units shall be registered and deed restricted as affordable housing units occupied by qualified low and moderate income households. The 35 affordable units shall be created in proportion to the development of 200 units in the AH-1 zone and phased in accordance with UHAC regulations. |
| d. Maximum Units per building | 24 |
| e. Maximum No. Bedrooms per Unit | 2 for market rate
3 for affordable units |
| f. Maximum Building Height | 2 stories or 35 feet (whichever is less), measured from average finished grade |
| g. Minimum Building Setback: | |
| Tract boundary | 25 feet |
| Front yard | 50 feet |
| h. Lot Coverage: | |
| Maximum Building Coverage | 20% |
| Maximum Total Impervious Coverage | 50% |

- | | |
|--------------------------|---|
| i. Parking | Development shall meet Residential Site Improvement Standards (RSIS). |
| j. Signage | Development ID permitted at entrances. ID sign face shall have maximum area of 25 square feet and height of no greater than 5 feet. Sign shall be no less than 10 feet from public right-of-way. |
| k. Recreation | The development shall provide active and passive recreational opportunities for site residents. |
| l. Housing Affordability | 35 units shall be affordable pursuant to UHAC requirements. All affordable housing units shall comply with the Township's Affordable Housing Ordinance, including but not limited to phasing, bedroom distribution, and very low income requirements. |

SECTION 4. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

SECTION 5. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Mansfield, the provisions hereof shall be determined to govern. All other parts, portions and provisions of *The Revised General Ordinances of the Township of Mansfield* are hereby ratified and confirmed, except where inconsistent with the terms hereof.

SECTION 6. Pursuant to N.J.S.A. 40:55D-62.1, The Township Clerk is directed to give notice at least ten (10) days prior to a hearing on the adoption of this ordinance to the owners of all real property as shown on the current tax duplicates located within the district and within the State within 200 feet in all directions of the boundaries of the district. The municipal clerk shall also provide notice to the Office of Planning Advocacy and to any military facility commander who has registered with the municipality pursuant to N.J.S.A. 40:55D-12.4 at least ten (10) days prior to the hearing by personal service or certified mail.

Pursuant to N.J.S.A. 40:55D-15, notice by personal service, certified mail or email with confirmation that the email was delivered, shall be made to the Warren County Planning Board and to the clerk of an adjoining municipality of all hearings on the adoption, revision or amendment of the zoning ordinance involving property situated within 200 feet of such adjoining municipality at least ten (10) days prior to such hearing. The notice provided pursuant to N.J.S.A. 40:55D-15 shall include a copy of this ordinance.

Notice provided as set forth herein shall state the date, time and place of the hearing, the nature of the matter to be considered and an identification of the affected zoning districts and

proposed boundary changes by street names, common names or other identifiable landmarks, and by reference to lot and block numbers as shown on the current tax duplicate in the municipal tax assessor's office.

Notice shall also be given by (1) serving a copy on the property owner as shown on the current tax duplicate, or his agent in charge of the property, or (2) mailing a copy by certified mail and regular mail to the property owner at his or her address as shown on the current tax duplicate. Notice to a partnership owner may be made by service upon any partner. Notice to a corporate owner may be made by service upon its president, a vice president, secretary or other person authorized by appointment or by law to accept service on behalf of the corporation. Notice to a condominium association, horizontal property regime, community trust or homeowners' association, because of its ownership of common elements or areas located within 200 feet of the boundaries of the district which is the subject of the hearing, may be made in the same manner as to a corporation, in addition to notice to unit owners, co-owners, or homeowners on account of such common elements or areas.

The Township Clerk shall execute affidavits of proof of service of the notices required by this section, and shall keep the affidavits on file along with the proof of publication of the notice of the required public hearing on the proposed zoning ordinance change. Costs of the notice provision shall be the responsibility of the proponent of the amendment.

SECTION 7. After introduction, the Township Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the within Ordinance to the Planning Board of the Township of Mansfield for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the Township Committee, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

SECTION 8. This ordinance shall take effect immediately upon (1) adoption; (2) publication in accordance with the laws of the State of New Jersey; and (3) filing of the final form of adopted ordinance by the Clerk with the Warren County Planning Board pursuant to N.J.S.A. 40:55D-16.

ATTEST:

TOWNSHIP OF MANSFIELD

Township Clerk

Mayor

Zoning Plan Amendment

**Block 1102
Part of Lot 4.04**

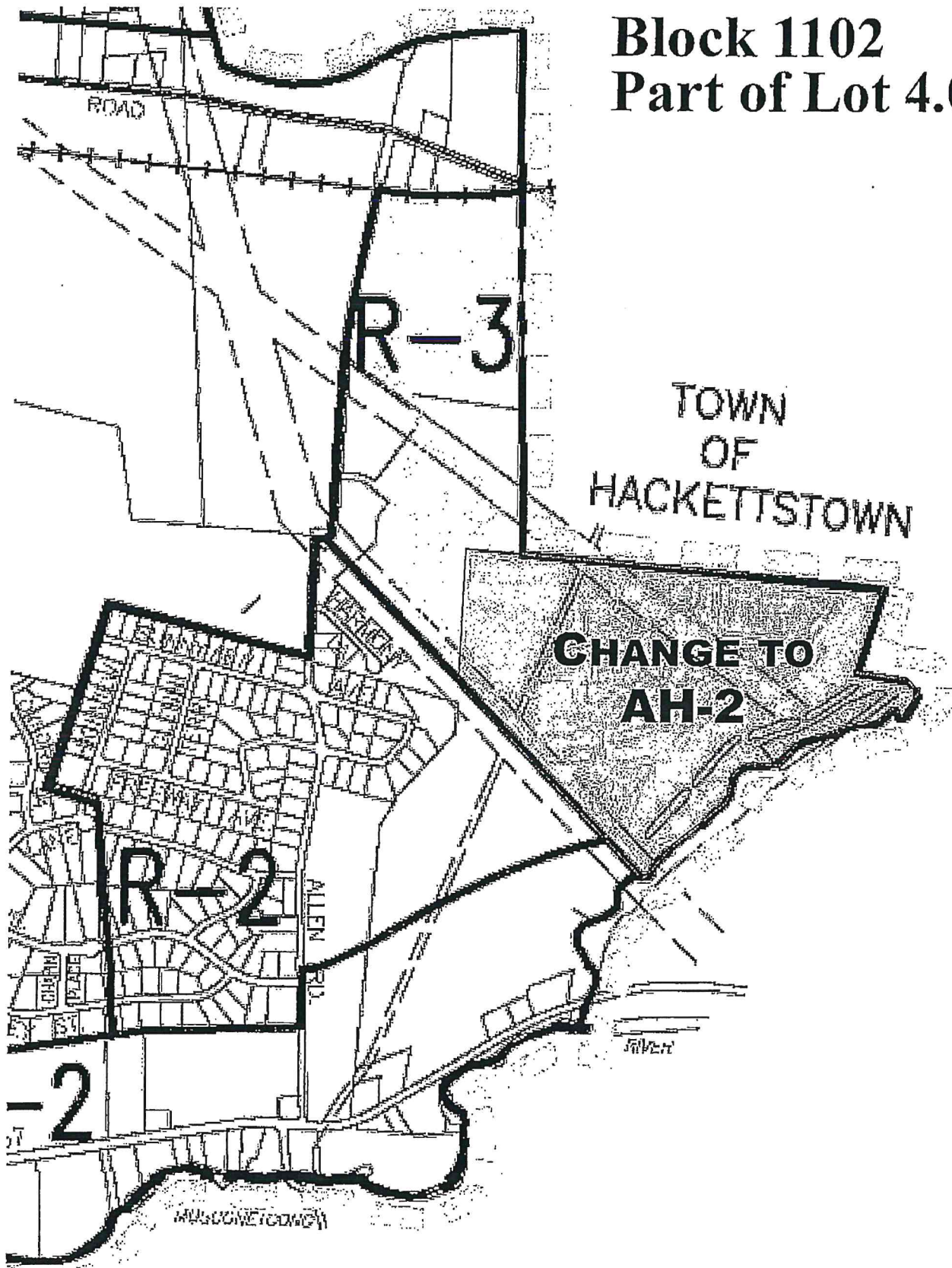


EXHIBIT D

Mansfield Renovated Apartments

MANSFIELD RENOVATED APARTMENTS

- New Silverline thermal pane vinyl windows and patio door
- New 6 panel interior doors, casing & base molding with brushed nickel knobs
- Two color paint: white ceiling, light ivory walls, white semi-gloss doors and trim
- New brushed nickel ceiling fixtures with LED bulbs
- New electric switches, outlets, and plates
- Complete bath renovation includes new tub & Moen posi-temp shower valve
- Large format (9x12) ceramic tile on walls and floor
- Maple vanity w/ cultured marble top & Moen single lever faucet, new toilet, towel bar & toilet paper holder
- Complete kitchen renovation includes new Armstrong traffic master vinyl floor, new maple cabinets with brushed nickel hardware and faux granite tops
- Stainless Steel kitchen sink with Moen single lever faucet, new GE stainless steel range, refrigerator and dishwasher and built-in wall A/C unit (sec 1 & sec 2)
- Sec 2- new 410A central A/C units
- New carpet & padding (select units) or newly sanded & polyurethane oak hardwood floors