FAIR SHARE
HOUSING CENTER

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December 12, 2018

Katrina Campbell, Esq.
Lavery, Salvaggi, Abromitis & Cohen, P.L.
1001 Route 517
Hackettstown, NJ 07840

Re: **In the Matter of the Township of Mansfield, County of Warren,** Docket No. WRN-242-15

Dear Ms. Campbell:

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

Background
Mansfield filed the above-captioned matter on July 9, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).

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

3. FSHC and Mansfield hereby agree that Mansfield's affordable housing obligations are as follows:

510 Park Blvd. • Cherry Hill, New Jersey 08002 • 856-665-5444 • fax: 856-663-8182 • www.fairsharehousing.org

Rehabilitation Share (per Kinsey Report[1])	33
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	3
Third Round (1999-2025) Obligation (per Kinsey Report, as adjusted through this Agreement)	142

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

5. The Township's efforts to meet its present need include the following: Mansfield will continue its participation in the Warren County Housing Program for owner occupied rehabilitation. For the rental rehabilitation, Mansfield will contract with an experienced agency to administer the rental rehabilitation component. This is sufficient to satisfy the Township's present need obligation of 33 units.

6. As noted above, the Township has a Prior Round obligation of 3 units, which is met through the following compliance mechanisms:

   ARC of Warren County – 20 Karville Road – 3 Group Home/ALA credits

7. The Township has implemented or will implement the mechanisms as shown in the following chart and as further explained in Exhibit B ~~mechanisms~~ to address its Third Round obligation of 142 units:

Name of Site	Location	Acreage/Density	Affordable Housing Units/Credits
Minac Associates	B: 1102 L: 4.04	Approx. 20 acres x 10 du/a	35 family rentals
Minac Associates	B: 1102 L:4	Rental bonus credits	35 rental bonus credits
Allen Road	B:1102 L: 9	Approx. 15.7 acres x 10 du/a	24 (if rental) or 32 (if for-sale)
Donaldson Farm	B: 1105.10 L: 5	Approx. 59.4 acres x 6 du/a (for-sale) or 10 du/a (rental)	71 (if for-sale) or 89 (if rental)
		Total	**165**

   a) Minac Associates – The Township will rezone an approximately 20 -acre site owned by Minac Associates, Block 1102 and part of Lot 4.04, to permit

[1] David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

development of 200 market-rate residential units (a density of approximately 10 du/ac). An affordable housing set-aside of 15% shall be met by placing deed restrictions on existing units at Block 1102, Lot 4.04, a neighboring development also owned by Minac Associates. The affordable units shall be integrated throughout the existing development.

Minac Associates will specifically comply with all of the regulations of the Council on Affordable Housing including specifically at N.J.A.C. 5:93 -5.6 with respect to phasing of affordable housing units despite the agreement that all of the affordable housing units will be located off-site. This shall be understood to mean that the Township will cease issuance of certificates of occupancy for any future market rate units if the developer does not adhere to the phasing schedule. For the purposes of this agreement N.J.A.C. 5:93-5.6(e) shall be understood and construed in the following way:

1. Newly constructed affordable housing units are deemed "complete" when the certificate of occupancy is issued.
2. An affordable housing unit located in the existing development will be deemed "complete" when a deed restriction is executed, affirmative marketing is complete, and the home is initially occupied by an income qualified renter.
3. While Minac is permitted through this agreement to provide its required affordable housing units off-site in its existing development it is still required to comply with Uniform Housing Affordability Controls requirements of bedroom distribution, income distribution, etc. Additionally, the Township, FSHC, and Minac all understand that there are no existing 3 bedroom units in the site where the affordable housing units are to be constructed, but Minac nonetheless agrees to provide at least seven (7) 3 bedroom units.

b) Block 1102 Lot 9 (Allen Road site)(15.7 acres) The Township shall adopt zoning permitting 10 du/a and a mandatory set-aside of 15% (24 units) in the case of rental housing and 20% (32 units) in the event of for-sale housing.

c) Donaldson Farm site (Block 1105.10 Lot 5) – The Township proposes zoning on this 59 acre property to permit up to 10 du/a with a mandatory set-aside of 15% in the case of rental housing and 20% in the event of for-sale housing. ~~This site has been selected because it is in an existing sewer service area.~~

8. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:
   - Minac Site: At least 13% of the affordable rental units will be affordable to households at or below 30 percent of median income.
   - Allen Road Site: At least 13% of the affordable rental units will be affordable to households at or below 30 percent of median income.
   - Donaldson Farm Site: At least 13% of any affordable rental units will be affordable to households at or below 30 percent median income.

9. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:

    a) Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).

    b) At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.

    c) At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

    d) At least half of the units addressing the Third Round Prospective Need in total must be available to families.

    e) The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.

10. The Township shall amend its affirmative marketing plan and 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), the following: Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002), the New Jersey State Conference of the NAACP, the Latino Action Network (P.O. Box 943, Freehold, NJ 07728, East Orange NAACP (P.O. Box1127, East Orange, NJ 07019), Newark NAACP (P.O. Box 1262, Newark, NJ 07101, Morris County NAACP (P.O. Box 2256, Morristown, NJ 07962, and Elizabeth NAACP (P.O. Box 6732, Elizabeth, NJ 07206). The municipality shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

11. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

    a) Regional income limits shall be established for the region that the Township is located within (i.e. Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped

Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

b) The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
d) The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

12. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

13. As an essential term of this Agreement, within one hundred twenty (120) days of Court's approval of this Agreement, the Township shall introduce an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

14. The parties agree that if a decision of a court of competent jurisdiction in Warren County, or if no Court in Warren County issues a decision on fair share obligations then a court within Vicinage 13 (Hunterdon, Warren, Somerset) or COAH Region 2 (Essex, Morris, Union and Warren) or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than ten (10%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such

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

15. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

16. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.

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.

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

18. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

19. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.

20. The Township agrees to pay FSHC's attorneys fees and costs in the amount of $3,500 within thirty (30) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.

21. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

22. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Warren County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.

23. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If

any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

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

25. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

26. 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.

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

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

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

30. 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.

31. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

32. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

33. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:	Adam M. Gordon, Esq. Fair Share Housing Center 510 Park Boulevard Cherry Hill, NJ 08002 Phone: (856) 665-5444 Telecopier: (856) 663-8182 E-mail: adamgordon@fairsharehousing.org
TO THE TOWNSHIP:	Katrina Campbell, Esq. Lavery, Salvaggi, Abromitis & Cohen, P.L. 1001 Route 517 Hackettstown, NJ 07840 Email: kcampbell@lsaclaw.com
WITH A COPY TO THE MUNICIPAL CLERK:	Dena Hrebenak Township of Mansfield 100 Port Murray Road Port Murray, NJ 07865 Dhrebenak@mansfieldtownship-nj.gov

Please sign below if these terms are acceptable.

Sincerely,

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

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

Joseph Watters

Mayor Joseph Watters
Dated: December 12, 2018

EXHIBIT A: 2018 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018

2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

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

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

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

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

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

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

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

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

EXHIBIT B: Site Suitability Analysis for Affordable Housing Sites

MASER CONSULTING P.A.

Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Perryville III Corporate Park
53 Frontage Road, Suite 110
Hampton, NJ 08827
T: 908.238.0900
F: 908.238.0901
www.maserconsulting.com

MEMORANDUM

To: **Elizabeth McManus, PP, AICP, Special Master**

From: **Daniel Bloch, PP, AICP, Township Planner**

Date: **November 29, 2018**

Re: **In the Matter of the Township of Mansfield, County of Warren, Docket No. WRN-242-15**
Site Suitability Analysis for Proposed Affordable Housing Sites
MC Project No. MNF-001

I. INTRODUCTION

The purpose of this report is to analyze the three properties identified within the Settlement Agreement between the Fair Share Housing center and Mansfield Township, to determine whether the three sites are suitable for the provision of affordable housing. The proposed affordable housing sites are as follows:

1. Minac, Block 1102, Lot 4.04
2. Allen Farm, Block 1102, Lot 9
3. Donaldson Farm, Block 1105.10, Lot 5

This analysis is performed in accordance with the Council on Affordable Housing ("COAH") Rules regarding site suitability at N.J.A.C. 5:93-5.3. Pursuant to N.J.A.C. 5:93-1, "Suitable site" means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4. Designated sites must be available, suitable, developable, and approvable, per N.J.A.C. 5:93-5.3. For each site designated for new construction of low and moderate income units, the municipality shall provide the following documentation:

1. A general description of each site to be used for inclusionary development, including, but not limited to the following: acreage, current zoning, surrounding land uses, and street access. Maps shall be submitted showing the location of all sites.

2. A description of any environmental constraints including steep slopes, wetlands and flood plain areas. The municipality shall include calculations of the amount of acreage that is environmentally constrained and any remaining buildable acreage. Documentation shall

include the appropriate wetland and flood plain maps required pursuant to N.J.A.C. 5:93-5.1.

3. Information shall be submitted regarding location, size and capacity of lines and facilities within the service area, as well as the status of the applicable area-wide water quality management plan including the wastewater management plan. Documentation shall include maps showing the location of the sewer and water facilities; and

4. For each site, the total number of housing units; the gross and net density of the proposed development; the total number of low and moderate income units; and the number of low and moderate income units that will be for sale and for rent.

II. MINAC SITE (BLOCK 1102, LOT 4.04)

A. Site Description

The Minac Site is a 107.6-acre parcel known as Lot 4.04 in Block 1102 in the Township of Mansfield. The property is currently developed with an 812-unit multi-family apartment complex owned by Mansfield Plaza, LLC. The property contains approximately 20 acres of vacant land, which is separated from the developed portion of the tract by a 285-foot wide JCP&L utility easement. There is also another 50-foot wide JCP&L easement that runs through the center of the vacant portion of the site. The property is privately owned and there are no known deed restrictions that would encumber the development of the property. Any difficulties presented by JCP&L easements can be overcome by proper site plan design.

B. Current Zoning

The vacant portion of the Minac Site is currently zoned R-2 Single Family Residential, which allows for single-family dwellings on 22,000-square foot parcels.

C. Land Use Setting

The vacant portion of the Minac Site is located in the rear of the existing commercial shopping center containing Home Depot and Weis. It is adjacent to existing multi-family residential development within the northern portion of the same parcel as well as multi-family development on Lot 3.02. To the west, the property is adjacent to an existing single-family neighborhood and an undeveloped farm site (Allen Farm).

D. Environmental Constraints

According to NJDEP and FEMA mapping, there are no wetlands, open waters, steep slopes, or flood hazard areas that restrict the development of the Minac Site.

E. Proposed Affordable Housing

The Township will rezone the vacant portion of the Minac Site, Block 1102, Lot 4.04, to permit development of 200 market-rate residential units (a density of approximately 10 du/ac). An affordable housing set-aside of 15% shall be met by placing deed restrictions on existing units within Block 1102, Lot 4.04 owned by Minac Associates. The affordable units shall be integrated throughout the existing development.

F. Availability of Sanitary Sewer and Public Water

The site is within the approved service area of the Hackettstown Municipal Utilities Authority ("HMUA"), which will provide sanitary sewer and potable water service to the proposed project.

The HMUA sanitary sewer system includes a Water Pollution Control Plant rated at 3.3 million gallons per day (MGD). The facility currently provides treatment of approximately 2.1 MGD, leaving an excess capacity of about 1.2 MGD. At a presumed demand of 300 gallons per day (GPD) per unit, the proposed development would generate a wastewater demand of 60,000 GPD, representing about 5 percent of the available capacity.

According to NJDEP, the HMUA water system has a firm capacity of 4.752 MGD. The current peak demand is 3.075 MGD, leaving an excess capacity of 1.677 MGD. At a presumed demand of 225 gallons per day (GPD) per unit, the proposed development would generate a water demand of 45,000 GPD, representing about 2.6 percent of the available capacity.

III. ALLEN FARM SITE (BLOCK 1102, LOT 9)

A. Site Description

The Allen Farm Site is a 15.7-acre parcel known as Lot 9 in Block 1102 in the Township of Mansfield. The property is an active farm with several agricultural structures erected in the central portion of the site. The property is privately owned and there are no known deed restrictions or easements that would encumber the development of the property.

B. Current Zoning

The Allen Farm Site is currently split zoned between the R-2 Single Family Residential, which allows for single-family dwellings on 22,000-square foot parcels and the B-2 Business District, which permits retail sales and services, offices, indoor recreation, hotels and motels at a maximum floor area ratio of 0.25.

C. Land Use Setting

The Allen Farm Site is located along the east side of Allen Road, adjacent to the existing commercial shopping center containing Home Depot and Weis. It is adjacent to the vacant portion of the Minac Site on Lot 4.04 as well as the existing single-family neighborhoods to the north and west.

D. Environmental Constraints

According to NJDEP and FEMA mapping, there is a limited area of steep slopes greater than 20% along the Allen Road frontage as well as approximately 1 acre of freshwater wetlands along the southern property line. These environmental features do not substantially constrain the development of the site for inclusionary housing.

E. Proposed Affordable Housing
The Township intends to adopt zoning permitting 10 du/ac (157 units) and a mandatory set-aside of 15% (24 units) in the case of rental housing and 20% (32 units) in the event of for-sale housing.

F. Availability of Sanitary Sewer and Public Water
The site is within the approved service area of the Hackettstown Municipal Utilities Authority ("HMUA"), which will provide sanitary sewer and potable water service to the proposed project. There exists adequate water and wastewater capacity serve the future development.

IV. DONALDSON FARM SITE (BLOCK 1105.10, LOT 5)

A. Site Description
The Donaldson Farm Site is a 59.4-acre parcel known as Lot 5 in Block 1105.10 in the Township of Mansfield. The property is an undeveloped qualified farm parcel, which is part of the larger Donaldson Farm site of approximately 280 acres. The property is privately owned and there are no known deed restrictions or easements that would encumber the development of the property.

B. Current Zoning
The Donaldson Farm Site is zoned R-1 Single Family Residential, which allows for single-family dwellings on 3-acre parcels.

C. Land Use Setting
The Donaldson Farm Site is located along the west side of Allen Road, adjacent to the existing multi-family development known as "Alexandria" on the east side of Allen Road. The site is surrounded by farmland to the west and south and abuts the railroad right-of-way to the north.

D. Environmental Constraints
According to NJDEP and FEMA mapping, there is a limited area of steep slopes greater than 20% along the Allen Road frontage as well as approximately 1 acre of freshwater wetlands along the southern property line. These environmental features do not substantially constrain the development of the site for inclusionary housing.

E. Proposed Affordable Housing
The Township intends to adopt zoning permitting 10 du/ac (157 units) and a mandatory set-aside of 15% (24 units) in the case of rental housing and 20% (32 units) in the event of for-sale housing.

F. Availability of Sanitary Sewer and Public Water

The site is within the approved service area of the Hackettstown Municipal Utilities Authority ("HMUA"), which will provide sanitary sewer and potable water service to the proposed project. There exists adequate water and wastewater capacity serve the future development.

V. CONCLUSION

Pursuant to N.J.A.C. 5:93-3, designated sites for affordable housing must be available, suitable, developable, and approvable.

The three sites are "available" because they are privately owned, have clear title, and are free of encumbrances that preclude residential development.

The three sites are "developable" because they have access to appropriate water and sewer infrastructure, are within the adopted wastewater service area, and there is adequate capacity to serve the proposed development.

The three sites are "approvable" because they can be developed for low and moderate income housing in a manner consistent with the rules and regulations of all agencies with jurisdiction over the site.

The three sites are "suitable" for affordable housing because they are adjacent to compatible land uses, have access to appropriate streets, and are consistent with the environmental policies delineated in N.J.A.C. 5:93-4.

Very truly yours,

MASER CONSULTING P.A.

Daniel N. Bloch, P.P., AICP
Township Planner

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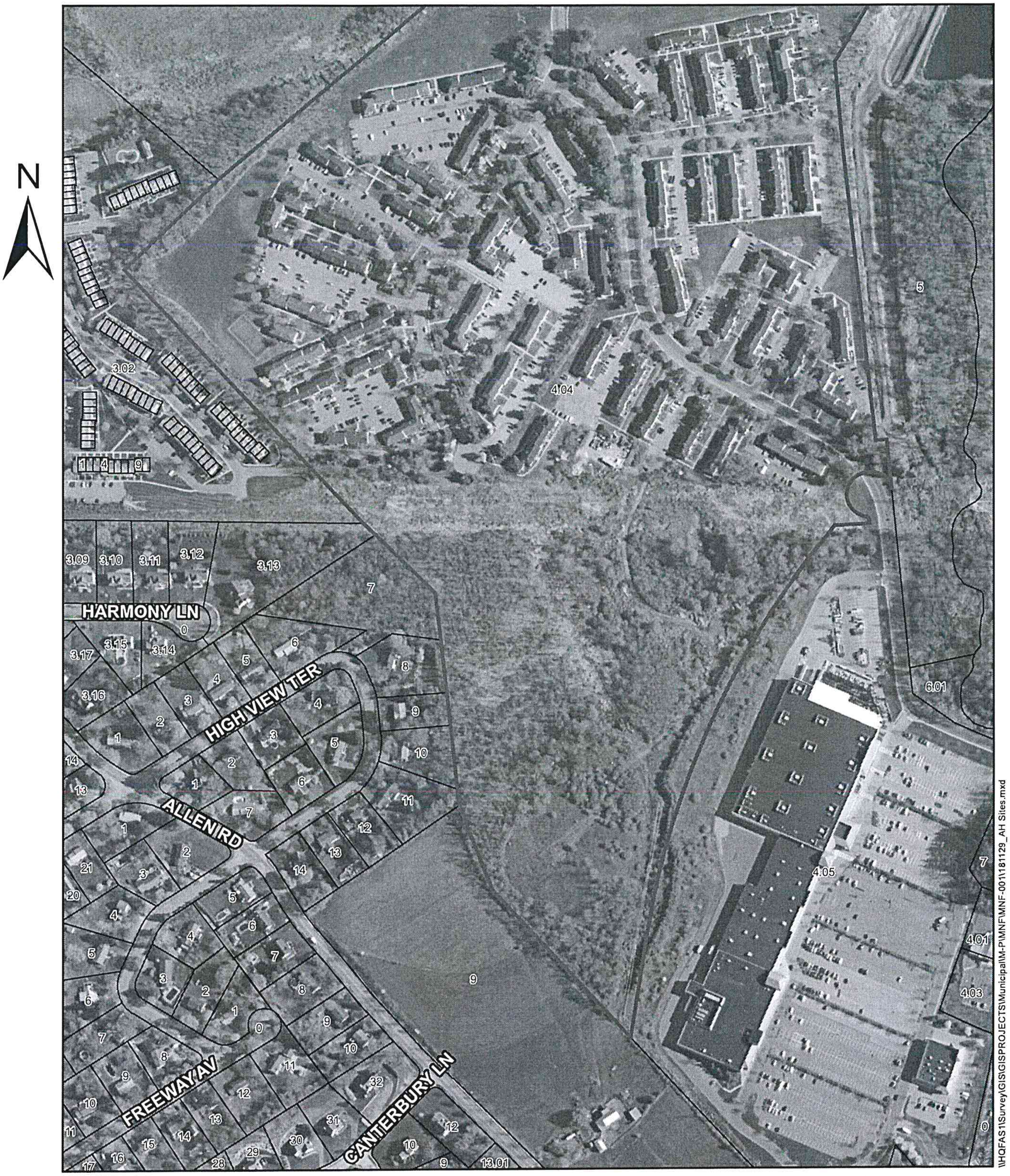

0 270 540 810 1,080 Feet

1 inch = 400 feet

Minac Site

Block 1102, Lot 4.04

Township of Mansfield

Warren County, New Jersey

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November 2018

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0 200 400 600 800 Feet

1 inch = 300 feet

Allen Farm Site

Block 1102, Lot 9

Township of Mansfield

Warren County, New Jersey

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November 2018

0 300 600 900 1,200 Feet

1 inch = 450 feet

Donaldson Farm Site

Block 1105.10, Lot 5

Township of Mansfield

Warren County, New Jersey

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