

## Lorraine Baker

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**From:** Ben Schorr <opra+request-64093-9ab024fd@requests.opramachine.com>  
**Sent:** Monday, July 29, 2024 10:43 AM  
**To:** GT Clerk  
**Subject:** OPRA request - settlement with Fair Share Housing Center

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Records requested:

The most recent settlement with Fair Share Housing Housing Center and the most recent Housing element and fair share plan

Yours faithfully,

Ben Schorr

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**#1**

**GLOUCESTER TOWNSHIP**  
**Camden County, New Jersey**



**Housing Element and Fair Share Plan**

**March 2018**

Adopted by the Gloucester Township Planning Board  
on March 27 2018

**Revised June 2020**

Adopted by the Gloucester Township Planning Board  
on January 25, 2022

Steven M. Bach , PE, RA, PP, CME

Candace A. Kanaplue, AICP, PP

The original of this document was signed and  
sealed in accordance with NJAC 13:41-1.3.b

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## **I. INTRODUCTION**

### **A. COUNCIL ON AFFORDABLE HOUSING (COAH)**

The New Jersey Supreme Court ruled in 1975, in a decision now commonly referred to as "*Mount Laurel I*", that developing municipalities in New Jersey have a constitutional obligation to provide a realistic opportunity for the construction of low and moderate income housing. Then in 1983 in the "*Mount Laurel II*" decision, the Supreme Court went further, creating an incentive for private developers to enforce the Mount Laurel doctrine by suing municipalities that have not chosen to comply with the *Mount Laurel* principles. Needing a mechanism to implement the *Mount Laurel* doctrine, the legislature adopted the Fair Housing Act (N.J.S.A. 52:27D-310) in 1985, and created the Council on Affordable Housing as the administrative alternative to dealing with affordable housing cases through the courts. COAH was given the responsibility to establish housing regions, estimate low and moderate income housing needs, set criteria for municipalities to determine and address their fair share affordable housing numbers, and review and approve housing elements and fair share plans.

On December 20, 2004, COAH's first version of the third round rules became effective. At that time the third round was to cover the time period from 1999 to 2014, since the first and second rounds covered the 1987 to 1999 period. The Round III affordable housing delivery period was to run from January 1, 2004 through January 1, 2014. The third round rules were based upon a new methodology that provided for affordable housing as a "growth share" instead of assigning an absolute number to each municipality as had been done in prior rounds. The third round rules implemented a "growth share" approach that linked the production of affordable housing with future residential and non-residential development within a municipality. Each municipality was required to project the amount of residential and nonresidential growth that would occur during the period 2004 through 2014 and prepare a plan to provide one affordable unit for every 8 market rate housing units developed and one affordable unit for every 25 jobs created.

On March 10, 2015, the Supreme Court ruled that the New Jersey Council on Affordable Housing (COAH) has failed to act, and as a result, the Courts will be assuming jurisdiction over the Fair Housing Act. The Order divides municipalities into one of three categories – those that achieved third round substantive certification, those that filed or petitioned COAH and those that have never participated in the COAH process.

As Gloucester petitioned or "participated" in 2008, the order allows participating municipalities such as Gloucester to file a Declaratory Judgement Action (DJA) during the thirty day window of June 8 - July 8, 2015. Gloucester alerted the Court that the Township wishes to comply with its constitutional mandate to provide affordable housing and filed a DJA on July 7, 2015.

Gloucester has prepared this plan to comply with the Court's Order in its obligation for the period between 1999 -2025.

A municipality's third round fair share plan must address (1) its rehabilitation share, (2) the prior round obligation and (3) projected or prospective third round obligation. The rehabilitation share is the estimated number of existing substandard housing units in a municipality that are occupied by low or moderate income households, as determined by COAH (N.J.A.C. 5:97). The prior round obligation is a municipality's adjusted second round new construction component brought forward to the third round (N.J.A.C. 5:97).

Third round housing plans must document how existing or proposed affordable housing units satisfy (1) its rehabilitation share, (2) the prior round obligation and (3) projected or prospective third round obligation. This Housing Element and Fair Share Plan is prepared utilizing the Prior Round Rules (N.J.A.C. 5:91 Procedural and N.J.A.C. 5:93 Substantive) as well as the guidance provided in the March 10, 2015 Supreme Court Order.

## **B. HOUSING ELEMENT AND FAIR SHARE PLAN REQUIREMENTS**

The Township must prepare and submit both a Housing Element (an element of Master Plan) and Fair Share Plan (describing how the Township will address the obligation). The requirements of the Housing Element are outlined below (N.J.A.C. 5:97-2.1, 2.3 and N.J.S.A. 52:27D-310).

The Housing Element must review and analyze the Township's housing stock, demographic and employment characteristics, leading into the Fair Share Plan, which will demonstrate how the Township will endeavor to provide for its Fair Share obligation. The Housing Element must provide an analysis demonstrating that the plan will provide a realistic opportunity to meet the housing Township's obligations and identify which ordinances must be revised to incorporate the provisions for low and moderate income housing. A municipality's housing element must be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate income housing.

### **1. Housing Element Requirements under the Fair Housing Act:**

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;

- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and
- f. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

### **C. MUNICIPAL SUMMARY**

The land area of Gloucester Township is 23.24 square miles and is located in south central Camden County. Gloucester Township is bordered by Runnemede, Magnolia, Somerdale, Hinnella, Stratford, Lindenwold and Pine Hill Boroughs and Winslow and Washington and Deptford Townships.

The 2014 population estimate for Gloucester is 64,356 persons based on 2010 U.S. Census Bureau data and the number of certificates of occupancy, less any demolition permits, multiplied by the average number of persons per unit.

### **D. AFFORDABLE HOUSING HISTORY**

A Summary of Gloucester's historic affordable housing timeline is provided below:

#### **First and Second Round Obligation**

1. On March 6, 1996, the Township of Gloucester secured substantive certification of its cumulative Cycle I/Cycle II Housing Element and Fair Share Plan ("Cycle II Plan") from the New Jersey Council on Affordable Housing ("COAH").
2. By voluntarily complying with its Mount Laurel obligations through COAH's administrative process, Gloucester Township secured immunity from Mount Laurel lawsuits until December 20, 2005.
3. While the Township was implementing its approved Cycle II Plan, COAH adopted its initial Cycle III regulations, which became effective on December 20, 2004.

#### **Third Round Obligation**

COAH first proposed third round substantive and procedural rules in October, 2003. 35 N.J.R. 4636(a); 35 N.J.R. 4700(a). Those rules remained un-adopted and COAH re-proposed both the substantive and procedural third round rules (N.J.A.C. 5:94 and 5:95) in August of 2004 and adopted the same effective on December 20, 2004. (the "2004 Regulations")



The Township of Gloucester's third round participation may be summarized as follows:

1. The Township commenced work on its initial Round 3 Plan, but that work was suspended when, on January 25, 2007, the Appellate Division struck down COAH's original Third Round Methodology. See In re Adoption Of N.J.A.C. 5:94 and 5:95 By New Jersey Council On Affordable Housing, 390 N.J.Super. 1 (App. Div.), certif. denied 192 N.J. 72 (2007).
2. In August of 2008, COAH adopted amended Cycle III regulations, which became effective on October 20, 2008.
3. Pursuant to those amended regulations, the deadline for a municipality to adopt, endorse, and file its amended Cycle III plan was December 31, 2008.
4. On December 31, 2008, the Township met COAH's deadline and filed its duly adopted and endorsed Cycle III plan ("2008 Plan"), and petitioned COAH for Cycle III certification.
5. However, after COAH granted a number of reasonable extensions of the deadline to repetition, the Appellate Division again invalidated COAH's regulations in In Re the Adoption of 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 416 N.J.Super. 462 (App. Div. 2010).

#### **Township of Gloucester Continuing Efforts**

1. Affordable Housing Trust Fund. The Township will continue to collect the mandatory development fee from non-inclusionary residential developments. The Trust Fund monies may be used for a market to affordable program, for rehabilitation program, or other eligible programs in support of affordable housing. An updated Spending Plan will likely be required.
2. The Township filed a Declaratory Judgment Complaint on July 7, 2015.
3. On April 13, 2016, Township representatives participated in a Court mediation with representatives of Fair Share Housing.
4. Efforts to settle with the Fair Share Housing Center continue. A Fairness Hearing is scheduled for November 16, 2016. This hearing was continued due to the Objection of Michael Procacci and other factors. The Township has worked to include the Procacci property into the Housing Plan and has also reworked the Plan to include inclusionary zoning that effectively meets the Township's obligation. The Fairness Hearing occurred on May 4, 2018. A new Fairness and Compliance Hearing to reflect this amendment to the Housing Element and Fair Share Plan is scheduled for February 9, 2022.

## E. FAIR SHARE OBLIGATIONS

| <b>Gloucester Township<br/>Affordable Housing Obligations</b> |       |
|---------------------------------------------------------------|-------|
| Rehabilitation (Present Need)                                 | 135   |
| Prior Round (1987 – 1999)                                     | 359   |
| Third Round (Prospective Need 1999-2025)                      | 1,014 |

## II. HOUSING ELEMENT ANALYSIS

Except when more recent reliable data is available, 2010 Census data has been utilized for demographic and housing data analysis. It is now the beginning of 2016 and some new 5-year data is available by the American Community Survey (ACS). Some of the 2010 Census data is now outdated, but it must be relied upon for lack of a superior alternative.

### A. EXISTING HOUSING STOCK

An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards.

According to the Census estimate, in 2014 there were 24,924 year-round housing units in Gloucester, of which 23,085 were occupied and 1,839 were vacant, in 2010 the vacancy rate was 1.3% for homeowners and 5.8% for rentals.

#### 1. Age of Housing Stock

The Gloucester Township housing stock is younger than the majority of the County stock and the number of persons per household is slightly larger than that of the county. The median year for housing unit construction in Gloucester Township is 1976.

|                     | Persons Per Household<br>at 2010 Census | % Housing Stock Built<br>1939 or Earlier | Median Year<br>Structure Built |
|---------------------|-----------------------------------------|------------------------------------------|--------------------------------|
| Gloucester Township | 2.73                                    | 4.7                                      | 1976                           |
| Camden County       | 2.65                                    | 17.3                                     | 1965                           |

Source: U.S. Census Bureau, 2014 ACS

| Gloucester Township<br>Age of Housing Stock |                 |                               |
|---------------------------------------------|-----------------|-------------------------------|
| Year Constructed                            | Number of units | Percent of Total in Year 2010 |
| 2010 – 2014 est.                            | 57              | 0.2                           |
| 2000 to 2009                                | 1,738           | 7                             |
| 1990 to 1999                                | 3,994           | 16                            |
| 1980 to 1989                                | 4,253           | 17.1                          |
| 1970 to 1979                                | 6,712           | 26.9                          |
| 1960 to 1969                                | 3,634           | 14.6                          |
| 1950 to 1959                                | 2,629           | 10.5                          |
| 1940 to 1949                                | 790             | 3.2                           |
| 1939 or earlier                             | 1,117           | 4.5                           |

According to the residential building permit data from the New Jersey Department of Community Affairs, 16 residential certificates of occupancy were issued between 2010 and 2014 in the Gloucester Township.

## 2. Condition and Substandard Units

Of the 23,085 occupied housing units in existence at the time of the 2010 Census, 57 units were reported to be without complete plumbing facilities and 58 units were lacking complete kitchen facilities. There are 299 units within the Township that have more than one (1) occupants per room. An assessment of the number of substandard units capable of being rehabilitated may be made by considering the number of homes without complete plumbing and kitchen facilities since this information is provided in the Census sample data, but there are other factors to consider as well. Occupied housing units with a low a market value relative to the average in the area may be an indicator of potential for rehabilitation. COAH has also used "crowding" and the age of the housing units to estimate the number of units in need of rehabilitation. There are surely at least a few units that are in need of rehabilitation, within the Township.

The table below presents a breakdown of the Township's housing stock by number of rooms as they relate to County averages. The Township has a larger percentage of homes with more than six rooms than Camden County overall, with the median number of rooms in the Township at 6.3 per housing unit.

| Gloucester Township<br>Number of Rooms in Housing Units |                          |                 |                    |
|---------------------------------------------------------|--------------------------|-----------------|--------------------|
| Gloucester<br># of Rooms                                | Gloucester<br># of Units | Gloucester<br>% | Camden County<br>% |
| 1                                                       | 264                      | 1.1%            | 1.5%               |
| 2                                                       | 245                      | 1.0%            | 1.7%               |
| 3                                                       | 1,895                    | 7.6%            | 9.8%               |
| 4                                                       | 2,882                    | 11.6%           | 12.6%              |
| 5                                                       | 3,927                    | 15.8%           | 14.5%              |
| 6+                                                      | 15,711                   | 63.1%           | 59.9%              |
| Median for<br>Gloucester                                | 6.3 rooms                |                 | 6.0 rooms          |

## 3. Ownership and Rental Characteristics

A majority, 74.1 percent, of Gloucester's population live in owner occupied housing units, while 25.9 percent of the population lived in rented housing units at the time of the 2010 Census. Almost 77 percent of the total housing units in Gloucester Township are single family dwellings (rented and owned), 1.6 percent are mobile homes.

| Year Round Housing Units |        |        | Owner-occupied |       | Rental |       |
|--------------------------|--------|--------|----------------|-------|--------|-------|
| Occupied                 | Vacant | Total  | No.            | %     | No.    | %     |
| 23,085                   | 1,839  | 24,924 | 17,099         | 74.1% | 5,986  | 25.9% |

#### 4. Occupancy Characteristics and Housing Type

The vacancy rate for year round units is low in the Township, 1.3% vacancy for owner-occupied units and 5.8% occupancy for rental units. The average household size in the Township is 2.90 persons per owner occupied units and 2.38 for renter occupied units.

The number of bedrooms in a home is often reflective of the size of a home. The municipalities with a newer housing stock, have a larger percentage of units with more bedrooms. This is reflective of the trend toward larger, more sprawling homes in America over the last several decades. Gloucester has an older stock of homes and therefore lends itself to a larger percentage of homes with two to three bedrooms.

|                     | Bedroom Distribution<br>Percent of Housing Stock With: |                |             |
|---------------------|--------------------------------------------------------|----------------|-------------|
|                     | One or less Bedrooms                                   | 2 - 3 Bedrooms | 4+ Bedrooms |
| Gloucester Township | 12.5%                                                  | 59.1%          | 28.4        |
|                     |                                                        |                |             |
| Camden County       | 15.8%                                                  | 60.5%          | 23.7%       |

Source: U.S. Census Bureau, ACS 2010-2014 DP04

| Percent Distribution of Housing Units by Structure Type<br>Gloucester Township |                 |            |
|--------------------------------------------------------------------------------|-----------------|------------|
|                                                                                | Number of units | Percentage |
| 1 (detached)                                                                   | 15,557          | 62.4%      |
| 1 (attached)                                                                   | 3,509           | 14.1%      |
| 2                                                                              | 877             | 3.5%       |
| 3-4                                                                            | 945             | 3.8%       |
| 5-9                                                                            | 1,087           | 4.4%       |
| 10-19                                                                          | 1,391           | 5.6%       |
| 20+                                                                            | 1,156           | 4.6%       |
| Mobile                                                                         | 402             | 1.6%       |
| Other                                                                          | 0               | 0          |
| Total                                                                          | 24,924          | 100%       |

Source: U.S. Census Bureau, ACS 2010-2014 DP04

| Selected Housing or Housing-Related Value Characteristics |                      |                      |                         |                         |
|-----------------------------------------------------------|----------------------|----------------------|-------------------------|-------------------------|
|                                                           | Median Value Housing | Median Contract Rent | Median Household Income | Rental Vacancy Rate (%) |
| Gloucester Township                                       | \$207,300            | \$1,148              | \$72,699                | 5.8%                    |

Source: U.S. Census Bureau, ACS 2010-2014 5 Year Estimate

## B. DEMOGRAPHIC CHARACTERISTICS

*An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age.*

### 1. Historic Population Trends

Gloucester Township's population increased 120% between 1950 and 1960, and continued to grow consistently through 2000. The population has levelled out since 2000, with its current 2014 estimate of 64,356. The table below shows the population changes from 1940 through 2014.

| Gloucester Township, Camden County Population |       |        |        |        |        |        |        |        |
|-----------------------------------------------|-------|--------|--------|--------|--------|--------|--------|--------|
| 1940                                          | 1950  | 1960   | 1970   | 1980   | 1990   | 2000   | 2010   | 2014*  |
| 6,198                                         | 7,952 | 17,591 | 26,511 | 45,156 | 53,797 | 64,350 | 64,634 | 64,356 |

Table 6. New Jersey Resident Population by Municipality 1930-1990; \* US Census, estimate

### 2. Recent Population Change

Between 2010 and 2014, the population in Gloucester decreased from 64,634 to 64,356, a decrease of 278 people or 0.43%.

### 3. Population Density

In 2010, the population density in Gloucester Township was 2,779 people per square mile, which is more than Camden County's and State's population density overall.

| Gloucester Township and Surrounding Municipalities Density Indicators |              |                        |                           |
|-----------------------------------------------------------------------|--------------|------------------------|---------------------------|
|                                                                       | Square Miles | Population per sq mile | Housing units per sq mile |
| Gloucester                                                            | 23.26        | 2,779                  | 1,062                     |
| Camden County                                                         | 227.29       | 2,260                  | 901.7                     |
| New Jersey                                                            | 8,722.58     | 1,195.49               | 483.2                     |

Source: Calculated from U.S. Census Bureau, 2010 Census data

#### 4. Age of Population

The table below provides a breakdown of Gloucester's population by age cohorts and gender in 2010. The largest age cohort is the 45-54 years of age bracket, with 15.4% of the total population. This is consistent with the Township's median age of 39 years. The second largest age cohort is the 5-14, with 13.9% of the population. The Township has an equally diverse range of ages and should continue to accommodate and plan for this diverse population.

| <b>Gloucester Township<br/>Summary Population Characteristics 2010</b> |                  |            |
|------------------------------------------------------------------------|------------------|------------|
|                                                                        | Number of People | % of Total |
| Male                                                                   | 31,545           | 49.0%      |
| Female                                                                 | 32,811           | 51.0%      |
| Total                                                                  | 64,356           | 100.0      |
|                                                                        |                  |            |
| Under 5                                                                | 3,237            | 5.0%       |
| 5 – 14                                                                 | 8,961            | 13.9%      |
| 15 – 24                                                                | 8,716            | 13.5%      |
| 25 – 34                                                                | 8,375            | 13.0%      |
| 35 - 44                                                                | 8,784            | 13.6%      |
| 45 - 54                                                                | 9,913            | 15.4%      |
| 55 - 64                                                                | 8,552            | 13.3%      |
| 65+                                                                    | 7,818            | 12.1%      |
|                                                                        |                  |            |
| Median Age                                                             | 39               | N/A        |

Source: U.S. Census Bureau, 2010 Census

## 5. Household Characteristics

The next table includes family and household characteristics of the Township. In 2010, there were 23,566 households and 16,865 families in Gloucester with an average of 2.73 persons per household. The table below indicates that Gloucester is comprised of a majority of husband-wife households (52.4%) with the second largest household type being non-family householders at 28.4%.

|                                | Number<br>Households | of<br>Percent |
|--------------------------------|----------------------|---------------|
| Family Households              | 16,865               | 71.6          |
| Husband-Wife Family            | 12,357               | 52.4          |
| with children                  | 5,464                | 23.2          |
| Male Householder, no wife      | 1,193                | 5.1           |
| Female householder, no husband | 3,315                | 14.1          |
| Non Family Households          | 6,701                | 28.4          |
| Male living alone              | 2,269                | 9.6           |
| Female living alone            | 3,111                | 13.2          |
| Total Households               | 23,566               | 100           |

Source: U.S. Census Bureau, 2010 Census DP-1

## 6. Income Level & Poverty Status

The 2010 Census data has not yet been released for income and poverty, as is the case for many of the other demographic census information herein. Therefore, five-year American Community Survey (ACS) estimates were relied upon. Gloucester has higher percentages of households in higher income brackets than the County overall. The Township had a 2014 household median income of \$72,699, compared with the Camden County household median income of \$80,892. 6.1% percent of Gloucester's families had household incomes below the federal poverty level, compared with 10.4% in the County.

Council on Affordable Housing (COAH) regulations define low income (those earning up to 50% of the median household income for the region) and moderate income households (those earning from more than 50% to 80% of the median household income for the region). The figures are adjusted for household size and the municipality's geographic location since cost of living differs among regions.



Gloucester is located within Region Five, which includes Gloucester, Gloucester and Burlington Counties. The 2014 income guidelines for Region Five (based on household size) range from \$45,640.00 (one person household) to \$65,200.00 (four person household) for the upper limits of what is considered moderate income; and \$28,525.00 (one person household) to \$40,750.00 (eight person household) for the upper limit of what is considered low income. Median 2014 income for the region ranges from \$57,050 to \$81,500.

| Gloucester Township<br>2014 Household Income |                     |              |               |                 |            |         |
|----------------------------------------------|---------------------|--------------|---------------|-----------------|------------|---------|
|                                              | Gloucester Township |              | Camden County |                 | New Jersey |         |
|                                              | Households          | Gloucester % | Households    | Camden County % | Households | State % |
| Less than \$10,000                           | 1,082               | 4.7          | 13,548        | 7.2             | 167,356    | 5.3%    |
| 10,000 - 14,999                              | 658                 | 2.9          | 8,993         | 4.8             | 126,043    | 4.0%    |
| 15,000 - 24,999                              | 1,927               | 8.3          | 17,557        | 9.4             | 251,596    | 7.9%    |
| 25,000 - 34,999                              | 1,707               | 7.4          | 15,808        | 8.4             | 250,896    | 7.9%    |
| 35,000 - 49,999                              | 2,603               | 11.3         | 21,690        | 11.6            | 354,166    | 11.2%   |
| 50,000 - 74,999                              | 3,942               | 17.1         | 31,558        | 16.9            | 537,687    | 16.9%   |
| 75,000 - 99,999                              | 3,889               | 16.8         | 24,867        | 13.3            | 428,486    | 13.5%   |
| 100,000 - 149,999                            | 4,385               | 19.0         | 30,724        | 16.4            | 548,970    | 17.3%   |
| 150,000 - 199,999                            | 1,756               | 7.6          | 12,528        | 6.7             | 248,860    | 7.8%    |
| 200,000 +                                    | 1,136               | 4.9          | 9,848         | 5.3             | 262,009    | 8.2%    |

Source: U.S. Census Bureau, 2010 American Community Survey 5-year Estimates

|                                      | Gloucester Township 2014 Income Levels |               |            |
|--------------------------------------|----------------------------------------|---------------|------------|
|                                      | Gloucester Township                    | Camden County | New Jersey |
| Median Household Income              | \$72,699                               | \$61,842      | \$69,811   |
| Median Family Income                 | \$84,642                               | \$76,671      | \$84,904   |
| Poverty Status (Percent of people)   | 8.0%                                   | 13%           | 9.1        |
| Poverty Status (Percent of families) | 6.1%                                   | 10.4%         | 6.7        |

Source: U.S. Census Bureau, 2010 American Community Survey 5-year Estimates

## 7. Employment Status of Residents

Of the 51,481 estimated residents aged sixteen and over in 2014, 36,513 were in the labor force (70.9%). Just under 9.5 percent of the labor force was listed as unemployed in the 2014 ACS. The mean travel time to work for Township residents is 30.9 minutes.

The employment data included in the US Census for the Gloucester Township residents provides a picture of what types of work Township residents are involved in, but does not indicate where those jobs are located. As indicated in the table below, the most significant employment activities of the employed residents are Educational, Health and Social Services with 24.7%, followed by retail trade with 12.6% and Professional, Scientific, Management, Administrative, and Waste Management Services with 11.3%.

| Industry Code                               | Gloucester |      |
|---------------------------------------------|------------|------|
|                                             | Jobs       | %    |
| 1 Agriculture, Forestry, Fisheries & Mining | 22         | 0.1  |
| 2 Construction                              | 2,073      | 6.3  |
| 3 Manufacturing                             | 1,784      | 5.4  |
| 4 Wholesale Trade                           | 1,005      | 3.0  |
| 5 Retail Trade                              | 4,163      | 12.6 |
| 6 Transportation, Warehousing, Utilities    | 2,392      | 7.3  |
| 7 Information                               | 736        | 2.2  |
| 8 Finance, Insurance, Real Estate, Rental   | 2,459      | 7.5  |
| 9 Prof., Sci., Mgmt., Admin Services        | 3,728      | 11.3 |
| 10 Educ. Health, Social Services            | 8,152      | 24.7 |
| 11 Arts, Entertainment, Recreation, Food    | 2,937      | 8.9  |
| 12 Other Services                           | 1,620      | 4.9  |
| 13 Public Administration                    | 1,916      | 5.8  |

Source: U.S. Census Bureau, 2010 American Community Survey 5-year

| Occupation of Gloucester Residents            |               |            |                 |
|-----------------------------------------------|---------------|------------|-----------------|
|                                               | # Persons     | % GT       | % Camden County |
| Management, Professional. & Related           | 12,894        | 39.1       | 38.4            |
| Service                                       | 5,292         | 16.0       | 17.3            |
| Sales and Office                              | 9,383         | 28.4       | 26.3            |
| Natural resources, Construction & Maintenance | 2,655         | 8.0        | 7.1             |
| Production, Transp. & Material Moving         | 2,763         | 8.4        | 10.9            |
| <b>Total</b>                                  | <b>32,987</b> | <b>100</b> | <b>100</b>      |

Source: U.S. Census Bureau, 2010 American Community Survey 5-year

## C. EMPLOYMENT

*An analysis of the existing and probable future employment characteristics of the municipality.*

### 1. Local In-Place Employment

New Jersey's Department of Labor and Workforce Development is the organization that reports on employment and wages within the state. The latest municipal level report was completed in 2014. According to the data, there were and annual average of 5,438 private sector jobs within Gloucester Township.

The manufacturing sector was the largest employer in the Township, providing an average of 965 jobs. The local government sector provides another 2,927 jobs in the Township. The table above breaks down the data on each industry sector, although these are the jobs that the residents of the Township have, these are not necessarily located within the Township.

### 2. Employment Trends and Outlook

The Delaware Valley Regional Planning Commission publishes employment projections. Employment in Gloucester Township is expected to rise through 2040, with a 7.6% increase.

| Gloucester Township, DVRPC Projected Employment |        |        |        |        |        |        |        |                |          |
|-------------------------------------------------|--------|--------|--------|--------|--------|--------|--------|----------------|----------|
| Year                                            | 2010   | 2015   | 2020   | 2025   | 2030   | 2035   | 2040   | Change 2005-35 | % change |
| Projected Employment                            | 17,277 | 17,339 | 17,517 | 17,935 | 18,352 | 18,530 | 18,592 | 1,315          | 7.6%     |

Source: DVRPC 2040 Employment Forecasts, 2010-2040

## D. PROJECTED HOUSING STOCK

*A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;*

Residential growth in Gloucester has decreased since 2000. Since 2007 through 2014, growth has dropped off steeply.

| Historic Trend of Certificates of Occupancy and Demolition Permits |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
|--------------------------------------------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|                                                                    | '00 | '01 | '02 | '03 | '04 | '05 | '06 | '07 | '08 | '09 | '10 | '11 | '12 | '13 | '14 |
| COS Issued                                                         | 256 | 272 | 132 | 156 | 206 | 134 | 143 | 28  | 10  | 4   | 13  | 1   | 1   | 1   | 0   |
| Demolitions                                                        | 4   | 4   | 7   | 5   | 4   | 2   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |
| Net                                                                | 252 | 268 | 125 | 151 | 202 | 132 | 143 | 27  | 10  | 4   | 13  | 1   | 1   | 1   | 0   |

Source: New Jersey Construction Reporter and Municipal construction office records

## E. FAIR SHARE OBLIGATION

*A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing.*

### 1. Land Capacity

All portions of Gloucester Township are located in State Planning Area 1, with the exception of the County's Lakeland Complex, on the border with Washington and Deptford Townships in Gloucester County. The Lakeland Complex is in Planning Area 2.

### 2. Availability of Existing and Planned Infrastructure

Water and sewer infrastructure as well as other utilities such as potable water and natural gas services are readily available in the Township.

### 3. Appropriate Location for Affordable Housing

Existing land that is most appropriate for the construction of low and moderate income housing includes the following:

Existing structures appropriate for conversion to affordable housing include homes in foreclosure, which could be cost effective to purchase and convert to affordable housing.

As for structures suitable for rehabilitation, according to the Fair Share Housing Center there are 57 homes within the Township that are in need of a major system replacement (roof, electrical, plumbing, etc.)

### **III. Gloucester Township's Fair Share Plan**

#### **A. FAIR SHARE OBLIGATION**

##### **1. Contents of a Fair Share Plan**

The Fair Share Plan contains the following information:

- Description of existing credits intended to satisfy the obligation;
- Description of mechanisms that will be used to meet any outstanding obligation; and
- An implementation schedule that sets forth a detailed timetable for units to be provided.

In adopting its housing element, a municipality may provide for its fair share of low and moderate income housing by means of any technique or combination of techniques that provide a realistic opportunity for the provision of the fair share. As per N.J.A.C. 5:93, these potential techniques include but are not limited to:

- Rehabilitation of existing substandard housing units;
- ECHO units (as a Rehabilitation credit);
- Municipally-sponsored and 100% affordable developments;
- Zoning for inclusionary development;
- Alternative living arrangements;
- Accessory apartment program;
- Purchase of existing homes;
- Write-down/buy-down programs; and
- Assisted living residences.

##### **2. Regional Income Limits**

Dwelling units are affordable to low and moderate income households if the maximum sales price or rental cost is within their ability to pay such costs, based on a specific formula. The State provides income limits based upon the median gross household income of the affordable housing region in which the household is located. A moderate income household is one with a gross household income equal to or more than 50%, but less than 80%, of the median gross regional household income. A low income household is one with a gross household income equal to 50% or less of the median gross regional household income. Very-low income households are those with a gross household income equal to 30% or less of the median gross household income. Gloucester Township is located in Region 5, which contains Burlington, Camden and Gloucester Counties.

Using the 2014 regional income limits, a four-person household moderate income is capped at \$65,200. Two-person households could make up to \$52,160 and be considered a moderate income household or earn up to \$32,600 and be considered a low income household. See the table on the following page for greater detail.

| 2014 REGIONAL INCOME LIMITS FOR REGION 5 |             |             |             |             |
|------------------------------------------|-------------|-------------|-------------|-------------|
|                                          | 1 Person    | 2 Person    | 3 Person    | 4 Person    |
| Median                                   | \$57,050.00 | \$65,200.00 | \$65,200.00 | \$81,500.00 |
| Moderate                                 | \$45,640.00 | \$52,160.00 | \$52,160.00 | \$65,200.00 |
| Low                                      | \$28,525.00 | \$32,600.00 | \$32,600.00 | \$40,750.00 |
| Very Low                                 | \$17,115.00 | \$19,560.00 | \$19,560.00 | \$24,450.00 |

Source: [http://nj.gov/dca/services/lps/hss/admin\\_files/incomelimits.pdf](http://nj.gov/dca/services/lps/hss/admin_files/incomelimits.pdf)

### 1. Affordable Housing Obligations

The three components that must be addressed by this plan are (1) its rehabilitation share, (2) the prior round obligation and (3) projected or prospective third round obligation.

| Gloucester Township<br>Affordable Housing Obligations |       |
|-------------------------------------------------------|-------|
| Rehabilitation (Present Need)                         | 135   |
| Prior Round (1987 – 1999)                             | 359   |
| Third Round (Prospective Need 1999-2025)              | 1,014 |

## **B. FAIR SHARE PLAN**

The Township of Gloucester's Fair Share Plan proposes to meet its affordable housing obligations as follows:

### **1. Rehabilitation Obligation and Proposed Mechanisms**

The Opinion issued by the Supreme Court of New Jersey on March 10, 2015 states that "the Appellate Division also approved a methodology for identifying substandard housing that used fewer surrogates [or indicators] to approximate the number of deficient or dilapidated housing units". The Order states that three indicators was not an abuse of discretion. The three indicators utilized are old and over-crowded units, homes with incomplete plumbing and housing units with incomplete kitchens.

The Township has relied upon the calculations as determined by the Fair Share Housing Center settlement agreement of 1,014. Fair Share Housing estimates the Township's rehabilitation requirement to be 135.

N.J.A.C. 5:93-5.2(g) and (h) requires \$10,000 to be spent per unit and a six-year control on affordability for owner-occupied units. Rental units are required to have ten-year controls on affordability. Additionally a major system must be repaired in order for a home to qualify as a credit. Section II of this report indicates the condition of houses from the most recently available census data.

Gloucester Township's prior round three plan (2008) identified 89 units that have been rehabilitated, leaving a balance of 28 units in need of rehabilitation. The current, Present Need rehabilitation number is 135 and will be addressed through funds in the Affordable Housing Trust Fund, or as an alternative, through participation in Camden County's rehabilitation program, which is administered with the use of CDBG and HOME funds.

### **2. Prior Round Obligation and Proposed Mechanisms**

The Township of Gloucester previously received certification from COAH for its first and second round fair share plan and it has satisfied its 359 unit obligation from those rounds as follows:

1. Quail Ridge, an affordable family rental development with 40 units. A potential of 40 bonus credits will be utilized.
2. Revere Run, an affordable for-sale family development with 37 units.
3. Brittany Woods, an affordable family rental development with 29 units, and 29 bonus credits.
4. Valley Stream, an affordable for-sale development with 8 units.

5. Revere Run III has been constructed to be a 100% municipally sponsored family rental affordable housing project. 79 townhouse units are located within this development. A potential of 79 bonus credits exist for this site.
6. Gloucester Township Housing Authority Senior Campus I (Camden County Lakeland Campus Redevelopment) is an existing senior rental complex with 75 units.
7. 2 of the 24 units in the Multiple Sclerosis Association of America (MSAA) supportive housing facility. A potential bonus of 5 units is possible.

The total units from these development equal 270, 89 bonus credits from the family rental units. Two (2) units of the 24 units from MSAA will be utilized to reach the 359 unit obligation. The remaining MSSA units and bonuses are being carried over to Round III. All of these developments have already been constructed and approved by COAH.

### 3. Third Round Obligation (Prospective Need 1999-2025) and proposed mechanisms

As a result of mediation with the Court and Fair Share Housing (Appendix 4), The Township's affordable housing obligation is as follows:

| Gloucester Township<br>Affordable Housing Obligations |       |
|-------------------------------------------------------|-------|
| Rehabilitation (Present Need)                         | 135   |
| Prior Round (1987 – 1999)                             | 359   |
| Third Round (Prospective Need 1999-2025)              | 1,014 |

The Township has the following 761 affordable housing credits to apply to the Round 3 obligation, with the potential for 253 (25 % of 1014) bonus credits, thereby meeting their Fair Share Obligation:

1. Franklin Square Senior Village, an affordable senior rental development with 224 units. A potential of 73 bonus credits are available. ( $.33 \times 224 = 73$ )
2. Scenic Falls is a family rental development that has been constructed with 99 units. 99 bonus credits are available from this development.
3. Camden County Lakeland Complex Redevelopment, Phases II and III are approved but not yet built. This approved project included 150 senior rental units. The Township has approved Redevelopment Plan amendments to allow for 100% supportive veteran housing or multifamily housing on this location, to allow for flexibility depending on available funding. This could tap into the other veteran housing communities within the Township and provide a valuable asset to the Township and its residents. This location is optimal for supportive housing because of its location within the County Health Complex. The senior/veteran/multifamily community will include 20 very low income units and a potential of 150 bonus credits would be available, however they may not all



be taken for Round Three. The Township anticipates the most realistic development as an inclusionary multifamily apartment complex with a total of 250 units, including 50 affordable units. Appendix 5 contains the ordinances amending the Lakeland Phase 1 Redevelopment Plan.

4. The Township has become aware of a County Owned part of the Camden County Lakeland Complex Redevelopment Area (Block 12301 Lot 1) that is available to be developed and comprised of an additional 18 acres of developable land. This area is part of the Lakeland Phase 1 Redevelopment Plan that now allows for multifamily. 370 total multifamily units could be constructed at 25% density. With a required set aside of 20% affordable units, this inclusionary family development could yield an additional 74 affordable family units.
5. Blackwood West (Southwind) Redevelopment Area is an approved but not yet built development with 100 family rental housing units. This approval is an inclusive 495 unit apartment/townhouse development. This was part of a court settlement agreement, Hill Creek, LLC vs. The Township of Gloucester and the Planning Board of the Township of Gloucester. The redevelopment plan court order for this project is attached in Appendix 6. The redevelopment plan will be amended to reflect the court order as it relates to the specific tract "Mingus Tract". Thirteen (13) of the units will be very low income units. 100 potential bonus credits are available. The redevelopment plan amendment ordinance draft is located in Appendix 7.
6. The remaining 22 of the 24 units in the Multiple Sclerosis Association of America (MSAA) supportive housing facility. A potential bonus of 7 units is possible.
7. Block 8401 Lot 12.02 (1495 Chews Landing Road ) will be developed as an Inclusionary Apartment overlay zone, allowing for a maximum of 72 units (14 du/acre) with a 15% required affordable housing set aside. The zoning overlay would allow for a three story (with elevator) multi-family apartment complex. A zoning overlay will be adopted by the Township. This would create 11 affordable family rental units. A potential bonus of 3 may be utilized ( $.33 \times 11 = 3.63$ ). The apartment complex will include 1 very low income unit ( $.13 \times 11 = 1.43$ ). The proposed zoning map, concept plan and overlay ordinance is included in Appendix 2.
8. The Township has adopted Lakeland Phase 2 Redevelopment Plan (Block 12302, Lot 1) creating inclusionary development on approximately 180 acres of land. The proposed mix of dwelling types: apartments, townhouses and single family dwellings will create an inclusionary family development for different needs and incomes. A 20% set-aside will be required regardless of rental or for-sale, for the townhouses and apartment portions of the development. The Single family detached portion will not be inclusionary. However it will require the development fee in accordance with Township standards. The Redevelopment Plan is located in Appendix 8 and the table breaking out the development is below.

| Dwelling Type                        | Acreage (Upland/<br>developable) | Density       | Total Units        | Affordable Units |
|--------------------------------------|----------------------------------|---------------|--------------------|------------------|
| Single Family<br>Homes<br>(For Sale) | 25.8                             | 4 Units/Acre  | 103                | 0                |
| Townhouses<br>(For Sale)             | 48.0                             | 8 Units/Acre  | 384                | 77               |
| Apartments<br>(Rental)               | 20.8                             | 25 Units/Acre | 520                | 104              |
| <b>TOTAL</b>                         | <b>94.6 Acres</b>                | -----         | <b>1,007 Units</b> | <b>181 Units</b> |

9. Gloucester Township has adopted the Neighborhood Rehabilitation Program, a Market to Affordable Program administered by the Gloucester Township Housing Authority to meet any deficit of the Round III obligation. This program has been slower than anticipated to implement and therefore the Township determined it would need to find another way to fulfill these units. The Township still plans on moving forward with the Program, however these units will no longer be necessary to include in the Round 3 Fair Share Plan. It is still being kept in the Plan, however. Any units created as part of this program may be reserved for Round 4. This has been utilized via the NJ Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq. The Township Code, as amended, will now allow the Township to identify abandoned properties, acquire them through a summary action, and develop a rehabilitation plan (together with the Housing Authority). The Township has many market rate apartments in the Borough that would be available for this program. The Gloucester Township Housing Authority (GTHA) will administer the program. To administer the program, the GTHA would prepare a list of all owners of market rate apartments in Gloucester Township together with the range of rents; prioritize the apartment owners who should initially be contacted about participation in the program; negotiate the buy-down subsidy that would result in each apartment being deed restricted for 30 years, with income eligible tenants and a regulated rent and insure that no more than 20 percent of the apartments in each complex are deed restricted. Funds from the Affordable Housing Trust Fund would go toward this program. An implementation schedule is not needed since the Township is meeting its obligation through additional inclusionary zoning.
10. Gloucester will continue to maintain its development fee ordinances.
11. Other options can be explored in the future such as supportive and special needs housing and habitat for humanity houses.

#### **4. Very Low Income Housing**

In 2008, P.L. 2008, c. 46 was signed by the Governor, which made a number of changes to the affordable housing rules. In fact, it amended the Fair Housing Act (hereinafter "FHA") to include a requirement that at least 13% of affordable housing units must be made available to very-low income households. Specifically, the FHA reads:

*The council shall coordinate and review the housing elements as filed pursuant to section 11 of P.L. 1985, c.222 (C.52:27D-311), and the housing activities under section 20 of P.L. 1985, c.222 (C.52:27D-320), at least once every three years, to ensure that at least 13 percent of the housing units made available for occupancy by low-income and moderate income households will be reserved for occupancy by very low income households, as that term is defined pursuant to section 4 of P.L. 1985, c. 222 (C.52:27D-304).*

"Very low income housing" means housing affordable according to federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30% or less of the median gross household income for households of the same size within the housing region in which the housing is located.

Therefore, Gloucester's very-low income obligation is 13% of the affordable housing obligation not constructed as of 2008. As Gloucester Township had 453 affordable units constructed as of 2008, the Township's Round III very-low income obligation is calculated at 73 units. (1,014 unit obligation minus 453 units constructed as of 2008 = 561 units multiplied by 13% or 73 units).

## 5. Summary of Mechanisms and Credits

| GLOUCESTER TOWNSHIP'S FAIR SHARE PLAN COMPONENT SUMMARY                          |                  |                  |                   |               |                       |
|----------------------------------------------------------------------------------|------------------|------------------|-------------------|---------------|-----------------------|
|                                                                                  | TOTAL OBLIGATION | UNITS PROVIDED   | BONUS CREDITS     | TOTAL CREDITS | CARRY TO FUTURE ROUND |
| Rehabilitation                                                                   | 135              | 135 <sup>1</sup> |                   | 135           | 0                     |
| Prior Round                                                                      | 359              | 270 <sup>2</sup> |                   | 359           | 0                     |
| Rental (min rental obligation .25 x 359 = 90)                                    | 90               | 223 <sup>3</sup> |                   |               |                       |
| Senior (max senior .25 x 359 = 89)                                               | 89               | 75 <sup>4</sup>  |                   |               |                       |
| Bonus Credits (Max 25% of Prior Round Obligation as 1 for 1 Family Rental Units) |                  |                  | 89 <sup>5</sup>   |               |                       |
| Third Round (Prospective)                                                        | 1,014            | 761 <sup>6</sup> |                   | 1,014         | 0                     |
| Rental (min rental obligation .25 x 1,014 = 254)                                 | 254              | 662 <sup>7</sup> |                   |               |                       |
| Senior (max senior .25 x 1,014 = 253)                                            | 253              | 224 <sup>8</sup> |                   |               |                       |
| Low to Very Low (min obligation .50 x 1,014 = 507 Units)                         | 507<br>73        | 507 <sup>9</sup> |                   |               |                       |
| Very Low (min very low (.13 x (1,014-453) = 73)                                  |                  | 73 <sup>10</sup> |                   |               |                       |
| Bonus Credits (Max 25% of Round III Obligation as 1 for 1 Family Rental Units)   |                  |                  | 253 <sup>11</sup> |               |                       |

1 Rehabilitation to be provided via County Rehabilitation Program or other funding.

2 Quail Ridge (40 family rental units), Revere Run (37 family for sale units), Brittany Woods (29 family rental units), Valley Stream (8 family for sale units), Revere Run III (79 family rental), MSSA (2 of 16 supportive housing units), and Camden County Lakeland - Phase I (75 senior rental units)

3 Quail Ridge (40 family rental units), Brittany Woods (29 family rental units), and Revere Run III (79 family rental), and Camden County Lakeland - Phase I (75 of 75 senior rental units)

4 Camden County Lakeland -Phase I (75 senior rental units)

- 5 Gloucester Township will be utilizing one bonus credit per family rental unit up to maximum of 25% of Prior Round Obligation or 89 Units maximum. 89 bonus credits are taken against 89 of the 148 family rental units which include Quail Ridge (40 family rental units), Brittany Woods (29 family rental units), and Revere Run III (79 family rental). It is noted that potential and currently unused bonus credits could exist against future round obligations for the remaining 59 family rental units at one bonus credit per family rental unit and for the MSSA (2 of 24 supportive housing units) and the Camden County Lakeland - Phase I (75 senior rental units) at 0.33 bonus credit for each alternative / supportive housing and senior rental units.
- 6 Franklin Square (224 senior rental units), Scenic Falls (99 family rental units), MSSA (22 of 24 supportive housing units), Camden County Lakeland -Phases II and III (50 family rental units), Lot 1 Camden County Lakeland Campus (74 multifamily rental units), Blackwood West (Southwind)(100 family rental), Block 8401 Lot 12.02 Inclusionary Apartment Overlay (11 family rental units), Lakeland Redevelopment Plan Phase 2 (181 rental/for-sale units).
- 7 Franklin Square (224 senior rental units), Scenic Falls (99 family rental units), Camden County Lakeland -Phases II and III (50 family rental units), Blackwood West (Southwind) (100 family rental), Block 8401 Lot 12.02 Inclusionary Apartment Overlay (11 family rental units), Lot 1 Camden County Lakeland Campus (74 multifamily rental units), Lakeland Redevelopment Plan Phase 2 (104 rental units).
- 8 Franklin Square (224 senior rental units).
- 9 50 % of Round III obligation of 1,014 Units or 507 units required to be very low income and low income units.
- 10 1,014 unit Round III obligation minus 453 units constructed as of 2008 = 561 units multiplied by 13% or 73 very low income units, with 50 % available to families. These units will be part of the 587 units yet to be constructed and/or will be accommodated within the Market to Affordable Neighborhood Rehabilitation Program.
- 11 Gloucester Township will be utilizing one bonus credit per family rental unit up to maximum of 25% of Round III Obligation or 253 Units. 253 bonus credits are taken against the 210 Round III family rental units which include Scenic Falls (99 family rental units), Blackwood West (Southwind)(100 family rental), and Procacci (11 family rental) Lakeland Phases II and III Redevelopment (250 family rental units). Additional bonus credits will be utilized from the existing supportive and senior housing units as listed above and proposed family rentals. It is noted that potential and currently unused bonus credits could exist against future round obligations for any remaining family rental units at one bonus credit per family rental unit and for the MSSA (24 supportive housing units), and the Franklin Square (224 senior rental units) at 0.33 bonus credit for each senior rental and supportive housing units.

It is noted that Gloucester Township will be implementing a voluntary Market to Affordable Program called the Neighborhood Rehabilitation Program to provide additional affordable housing opportunities in the Township. The Market to Affordable Program will give specific attention to addressing the Township's low and very low unit obligations, any excess will go towards future Rounds.

## **6. Conclusion**

Gloucester Township is a large and diverse community that will continue to grow in a planned and careful manner. The Township has already provided a large amount of affordable homes to its residents, and will continue to plan for responsible development in the future. It has always been Gloucester Township's intent to be inclusionary in its housing policies. Yet it is difficult to regulate our way out of an affordability problem that has its roots in larger market and societal forces. The Township has prepared a plan that provides opportunities for the provision of affordable housing, but its implementation will require cooperation among the Township, developers, Camden County and non-profit organizations.

The implementation schedule for the mechanisms that are proposed within Gloucester Township is subject to change according to the land development process, funding, developer schedules and issues that are beyond the control of the Township.

**APPENDIX 1**  
**ARTICLE X AFFORDABLE HOUSING PROCEDURAL AND ELIGIBILITY**  
**REQUIREMENTS**

O-19-08

**AN ORDINANCE REPEALING AND REPLACING ARTICLE X, AFFORDABLE HOUSING PROCEDURAL AND ELIGIBILITY REQUIREMENTS OF ORDINANCE O-03-03, LAND DEVELOPMENT OF THE TOWNSHIP OF GLOUCESTER TO ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM HOUSING AFFORDABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE TOWNSHIP'S AFFORDABLE HOUSING OBLIGATIONS**

**BE IT ORDAINED** by the Mayor and Council of the Township of Gloucester, Camden County, New Jersey, that Article 10 of the Land Development Ordinance of the Township of Gloucester is hereby amended to include provisions addressing Gloucester Township's constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, *et seq.*, as amended and supplemented, N.J.A.C. 5:80-26.1, *et seq.*, as amended and supplemented, and the New Jersey Fair Housing Act of 1985. This Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units. This Ordinance shall apply except where inconsistent with applicable law.

The Gloucester Township Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, *et seq.* The Housing Element and Fair Share Plan has been endorsed by the Council. This Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, *et seq.*, as amended and supplemented, N.J.A.C. 5:80-26.1, *et seq.* as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

**Section 1. Monitoring and Reporting Requirements**

The Township of Gloucester shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Housing Element and Fair Share Plan:

1. Beginning on June 8, 2019, and on every anniversary of that date through June 8, 2025, the Township shall provide annual reporting of its Affordable Housing 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 (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
2. Beginning on June 8, 2019, and on every anniversary of that date through June 8, 2025, the Township shall 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 COAH or any other forms endorsed by the Special Master and FSHC.
3. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity 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 FSHC, 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.



4. By July 8, 2021, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low income housing obligations.

## **Section 2. Definitions**

The following terms when used in this Ordinance shall have the meanings given in this Section:

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

"Adaptable" means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

"Administrative agent" means the entity designated by the Township to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

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

"Affordability average" means the average percentage of median income at which new restricted units in an affordable housing development are affordable to low- and moderate-income households.

"Affordable" means, a sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

"Affordable housing development" means a development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Township's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

"Affordable housing program(s)" means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

"Affordable unit" means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

"Agency" means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, *et seq.*).

"Age-restricted unit" means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development wherein the unit is situated are 62 years of age or older; or 2) at least 80 percent of the units are occupied by one person who is 55 years of age or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Alternative living arrangement" means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

"Assisted living residence" means a facility that is licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

"Certified household" means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

"COAH" means the Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

"DCA" means the State of New Jersey Department of Community Affairs.

"Deficient housing unit" means a housing unit with health and safety code violations that requires the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

"Developer" means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land included in a proposed development including the holder of an option to contract to purchase, or other person having an enforceable proprietary interest in such land.

"Development" means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1, et seq.

"Inclusionary development" means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

"Low-income household" means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and load bearing structural systems.

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"Median income" means the median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

"Moderate-income household" means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"Non-exempt sale" means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

"Random selection process" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

"Regional asset limit" means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by duly adopted Regional Income Limits published annually by COAH or a successor entity.

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

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

"Restricted unit" means a dwelling unit, whether a rental unit or an ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as amended and supplemented, but does not include a market-rate unit financed under UHOP or MONI.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26, et seq.

"Very low-income household" means a household with a total gross annual household income equal to 30 percent or less of the regional median household income by household size.

"Very low-income unit" means a restricted unit that is affordable to a very low-income household.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for purposes of a rehabilitation program.

### **Section 3. Applicability**

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Township of Gloucester pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.
2. Moreover, this Ordinance shall apply to all developments that contain low- and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units, and also including projects funded with Low Income Housing Tax Credits.

3. Any property in the Township of Gloucester that is currently zoned for nonresidential uses and subsequently receives a zoning change or use variance to permit residential development, or that is currently zoned for residential uses and receives a zoning change or density variance to permit higher density residential development, provided such density is at least twice the density previously permitted, shall provide an affordable housing set-aside of 15% if the affordable units will be for rent and 20% if the affordable units will be for sale. No property shall be subdivided so as to avoid compliance with this requirement. Moreover, this provision governs municipal actions only and shall not entitle any property owner or developer to such action by the Township. All affordable units created pursuant to this paragraph shall be governed by the provisions of this Ordinance.

#### **Section 4. Alternative Living Arrangements**

1. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
  - a. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
  - b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.
3. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

#### **Section 5. Phasing Schedule for Inclusionary Zoning**

In inclusionary developments, the following schedule for the issuance of certificates of occupancy for the required affordable housing units relative to the issuance of certificates of occupancy for the permitted market units shall be followed:

| Maximum Percentage of Market-Rate<br>Units Completed (COs Issued) | Minimum Percentage of Low- and<br>Moderate-Income Units Completed<br>(COs Issued) |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 25                                                                | 0                                                                                 |
| 25+1                                                              | 10                                                                                |
| 50                                                                | 50                                                                                |
| 75                                                                | 75                                                                                |
| 90                                                                | 100                                                                               |

#### **Section 6. New Construction**

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:
  - a. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit. At least 13 percent of all restricted rental units shall be very low income units (affordable to a household earning 30 percent or less of regional median income by household size). The very low income units shall be counted as part of the required number of low income units within the development.

- b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.
  - c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
    - 1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
    - 2) At least 30 percent of all low- and moderate-income units shall be two bedroom units;
    - 3) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
    - 4) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
  - d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.
2. Accessibility Requirements:
- a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7 and the following:
  - b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
    - 1) An adaptable toilet and bathing facility on the first floor; and
    - 2) An adaptable kitchen on the first floor; and
    - 3) An interior accessible route of travel on the first floor; and
    - 4) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
    - 5) If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and
    - 6) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, *et seq.*) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that Gloucester Township has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
      - a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

- b) To this end, the builder of restricted units shall deposit funds within the Gloucester Township's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
- b) The funds deposited under paragraph 6)b) above shall be used by the Township of Gloucester or the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
- d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of Gloucester for the conversion of adaptable to accessible entrances.
- e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.
- f) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

3. Design:

- a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- b. In inclusionary developments, low- and moderate-income units shall have access to all of the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

- a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and using calculation procedures approved by the Court. Income limits for all units that are part of the Township's Housing Element and Fair Share Plan and for which income limits are not already established through a federal program exempted from the UHAC pursuant to N.J.A.C. 5:80-26.1, shall be updated by the Township annually within 30 days of the publication of determinations of median income by the Department of Housing and Urban Development ("HUD") as follows:

- 1) Regional income limits shall be established for the region that the Township is located within 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.
- 2) The income limits are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the fiscal year 2017, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- 3) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3) shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

In establishing sale prices and rents of affordable housing units, the Township's administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

- (a) The resale prices 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 determined pursuant to the above methodology. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
  - (b) The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.
- b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

- c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.
- d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.
- e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
  - 1) A studio shall be affordable to a one-person household;
  - 2) A one-bedroom unit shall be affordable to a one and one-half person household;
  - 3) A two-bedroom unit shall be affordable to a three-person household;
  - 4) A three-bedroom unit shall be affordable to a four and one-half person household; and
  - 5) A four-bedroom unit shall be affordable to a six-person household.
- f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
  - 1) A studio shall be affordable to a one-person household;
  - 2) A one-bedroom unit shall be affordable to a one and one-half person household; and
  - 3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.



- i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
- j. The rents of very low, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

#### **Section 7. Utilities**

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

#### **Section 8. Occupancy Standards**

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

1. Provide an occupant for each bedroom;
2. Provide children of different sexes with separate bedrooms;
3. Provide separate bedrooms for parents and children; and
4. Prevent more than two persons from occupying a single bedroom.

#### **Section 9. Control Periods for Restricted Ownership Units and Enforcement Mechanisms**

1. Control periods for newly constructed restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, except as modified by the terms of the settlement agreement between the Township of Gloucester and Fair Share Housing Center (FSHC), as said settlement agreement may be further amended and supplemented, and each newly constructed restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least fifty (50) years, until Gloucester Township takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, except as modified by the terms of the settlement agreement between the Township of Gloucester and Fair Share Housing Center (FSHC), as said settlement agreement may be further amended and supplemented.
2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

**Section 10. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices**

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of approved capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

**Section 11. Buyer Income Eligibility**

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Township Council, and subject to the Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.
3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

#### **Section 12. Limitations on Indebtedness Secured by Ownership Unit; Subordination**

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

#### **Section 13. Capital Improvements To Ownership Units**

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

#### **Section 14. Control Periods for Restricted Rental Units**

1. Control periods for newly constructed restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, except as modified by the terms of the settlement agreement between the Township of Gloucester and Fair Share Housing Center (FSHC), as such settlement agreement may be further amended and supplemented, and each newly constructed restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least fifty (50) years, until Gloucester Township takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, except as modified by the terms of the settlement agreement between the Township of Gloucester and Fair Share Housing Center (FSHC), as such settlement agreement may be further amended and supplemented.

2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Camden. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
  - a. Sublease or assignment of the lease of the unit;
  - b. Sale or other voluntary transfer of the ownership of the unit; or
  - c. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

#### **Section 15. Rent Restrictions for Rental Units; Leases**

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

#### **Section 16. 100% Affordable Projects**

1. All 100% affordable projects, including projects funded through Low Income Housing Tax Credits, shall comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et. seq., except as modified by the terms of the settlement agreement executed between the Township of Gloucester and Fair Share Housing Center (FSHC), as such settlement agreement may be further amended and supplemented. All such projects shall be required to have an initial thirty (30) year affordability control period plus a fifteen (15) year extended use period.

#### **Section 17. Tenant Income Eligibility**

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
  - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.
  - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.
  - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
  - a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
  - b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
  - c. The household is currently in substandard or overcrowded living conditions;
  - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  - e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

#### **Section 18. Municipal Housing Liaison**

1. Section 18 of this ordinance creates the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Gloucester Township, including the following responsibilities which may not be contracted out to the Administrative Agent:
  - a. Serving as Gloucester Township's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
  - b. Monitoring the status of all restricted units in Gloucester Township's Fair Share Plan;
  - c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;
  - d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and
  - e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

2. The Township of Gloucester shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Township's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Township's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). Gloucester Township shall adopt a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.
3. Subject to the approval of the Court, the Township of Gloucester shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Township in accordance with this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the Township Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

#### **Section 19. Administrative Agent**

An Administrative Agent shall be an independent entity serving under contract to and reporting to the municipality. *The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required.* The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

1. Affirmative Marketing:
  - a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Township of Gloucester and the provisions of N.J.A.C. 5:80-26.15; and
  - b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
2. Household Certification:
  - a. Soliciting, scheduling, conducting and following up on interviews with interested households;
  - b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
  - c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
  - d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;
  - e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

- f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Township of Gloucester when referring households for certification to affordable units; and
  - g. Notifying the following entities of the availability of affordable housing units in the Township of Gloucester: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Camden County and Southern Burlington County Branches of the NAACP, the Supportive Housing Association of New Jersey, and the New Jersey Housing Resource Center.
- 3. Affordability Controls:
  - a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
  - b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
  - c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Camden County Register of Deeds or Camden County Clerk's office after the termination of the affordability controls for each restricted unit;
  - d. Communicating with lenders regarding foreclosures; and
  - e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
- 4. Resales and Rerentals:
  - a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rental; and
  - b. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.
- 5. Processing Requests from Unit Owners:
  - a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;
  - b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
  - c. Notifying the municipality of an owner's intent to sell a restricted unit; and
  - d. Making determinations on requests by owners of restricted units for hardship waivers.
- 6. Enforcement:
  - a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

- b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
  - c. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;
  - d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
  - e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
  - f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Township Council and the Court, setting forth procedures for administering the affordability controls.
7. Additional Responsibilities:
- a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
  - b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.
  - c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

#### **Section 20. Affirmative Marketing Requirements**

- 1. The Township of Gloucester shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- 2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 5 and is required to be followed throughout the period of restriction.
- 3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 5, comprised of Gloucester, Burlington, and Camden Counties.
- 4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the Township of Gloucester shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.



5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
9. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Gloucester Township, and copies of the application forms, to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Camden County and Southern Burlington County Branches of the NAACP, the Supportive Housing Association of New Jersey, and the New Jersey Housing Resource Center.
10. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

#### **Section 21. Enforcement of Affordable Housing Regulations**

1. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
  - a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:
    - 1) A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
    - 2) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Gloucester Affordable Housing Trust Fund of the gross amount of rent illegally collected;

- 3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
- b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.
- 1) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.
  - 2) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
  - 3) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
  - 4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

entity that will be reviewing and approving the Housing Element and Fair Share Plan.

- B. If the Township of Gloucester fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).
- C. The Township of Gloucester shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance, nor shall the Township of Gloucester retroactively impose a development fee on such a development. The Township of Gloucester also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance.

#### REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

#### SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any Reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

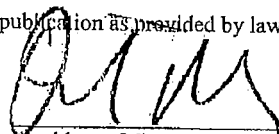
#### EFFECTIVE DATE

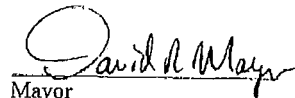
This Ordinance shall take effect upon passage and publication as provided by law.

Introduced: April 8, 2019  
Adopted: April 22, 2019

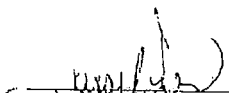
ATTEST

  
Township Clerk, RMC  
Nancy Power

  
President of Council  
Orlando Mercado

  
Mayor  
David Mayer

I hereby certify the foregoing to be a true copy of an Ordinance adopted by the Mayor and Township Council at a meeting held on April 22, 2019.

  
Nancy Power, R.M.C.  
Municipal Clerk

**APPENDIX 2**  
**CHEWS LANDING AFFORDABLE HOUSING OVERLAY AND CONCEPT PLAN**

0-18-03

**ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND  
STATE OF NEW JERSEY AMENDING ORDINANCE O-03-03, LAND DEVELOPMENT  
ADOPTING AN INCLUSIONARY AFFORDABLE APARTMENT OVERLAY (IA – APT)  
ZONING DISTRICT FOR 1495 CHEWS LANDING ROAD BLOCK 8401 LOT 12.02.**

**WHEREAS**, the Township of Gloucester (the “Township”), in the County of Camden, State of New Jersey, has designated an area within the Township, known as 1495 Chews Landing Road, Block 8401, Lot 12.02, as being part of the Township’s Affordable Housing Element and Fair Share Plan and part of the Settlement Agreement with the Fair Share Housing Center; and

**WHEREAS**, the Township of Gloucester entered into a Settlement Agreement with the Fair Share Housing Center, for development of Affordable Housing; and

**WHEREAS**, the Settlement Agreement of Litigation identifies eleven (11) residential units of the seventy-two (72) residential units shall be reserved for family (nonage-restricted) rental low income and moderate income households as defined by the Council On Affordable Housing (COAH) regulations in furtherance of the Township’s affordable housing constitutional obligation; and

**WHEREAS**, the Township Council has reviewed and accepted the recommendation of the Planning Board and has determined that it is in the best interest of the Township to adopt this Overlay District in accordance with requirements of the Settlement Agreement of Litigation.

**NOW THEREFORE BE IT ORDAINED** by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey, that the Overlay District be adopted, as follows:

SECTION 1. Add the following overlay zoning requirements apply to the development for inclusionary apartments located on the Property known as Plate 84, Block 8401, Lot 12.02:

Section 408.1, Inclusionary Affordable Apartment Overlay (IA-APT) District

A. Specific Intent: The IA-APT, Inclusionary Affordable Apartment Overlay District is to provide low and moderate income apartments at 1495 Chews Landing Road, Block 8401, Lot 12.02, as part of the Township's Affordable Housing Element and Fair Share Plan and part of the Settlement Agreement with the Fair Share Housing Center.

B. Permitted Use: Family Apartments

C. Accessory Uses and Structures Permitted. Any of the following uses and structures may be permitted when used in conjunction with a principal use and conforming to the applicable subsection in §422:

1. Minor home occupation, subject to the standards of §422.G.
2. Community center for the common use of residents.
3. Community swimming pool for the common use of residents.
4. Outdoor recreational facilities, including tennis or other court sports.
5. Off-street parking and private garages, including parking sheds and detached private garages provided that the structures meet the setbacks for principal buildings and are approved by the approving authority.
6. Laundry rooms for the common use of residents.
7. Fences, walls, gazebos, mail kiosks and other street furniture.
8. Guardhouses.
9. Signs in accordance with §426, Signs.
10. Common satellite dish and television antennae.
11. Maintenance building.
12. Accessory uses customarily incidental to a principal use.

D. Maximum density: 14.45 DU/Acre, no more than 72 units shall be permitted.

E. Fifteen (15) percent of all dwelling units constructed in the Zone shall be Affordable Units. All Affordable Units shall meet all applicable requirements of (a) the regulations of the New Jersey Council on Affordable Housing set forth in N.J.A.C. 5:93-1, et seq any successor statutes or regulations and (b) the Uniform Housing Affordability Controls ("UHAC") set forth in N.J.A.C. 5:80-26.1, et seq. (as those regulations may be amended from time to time) except that instead of the requirement at that 10 percent of all rental units shall be affordable to households earning 35 percent or less of regional median income by household size, the requirement shall be that 13 percent of all rental units shall be affordable to households earning 30 percent or less of regional median income by household size.

The requirements with which all Affordable Units must comply shall include, but shall not be limited to, those in NJ.A.C. 5:93-1, et seq., and/or UHAC, or any successor statutes or regulations, pertaining to (i) phasing of the construction of the Affordable Units in relation to the construction of market rate units, (ii) design and integration with market rate units, (iii) access to community amenities and use of the same heating source as the market rate units, (iv) barrier-free accessibility and/or adaptability for first floor units, (v) affordability controls and (vi) affirmative marketing.

The Affordable Units shall be fully integrated with the market units within the development. The site plan/architectural plans submitted with the application for siteplan approval shall identify the exact locations and sizes of each of the Affordable Units proposed.

If 72 total dwelling units are provided, 11 Affordable Units set aside shall be required with one Affordable Unit being affordable to households earning 30 percent or less of regional median income by household size.

F. General Tract Requirement. All development shall be served by public water and public sanitary sewer.

G. Area, Yard, Height and Building Coverage. Except as otherwise modified, the following bulk standards shall apply to all buildings in the overlay district:

|                                                                       |                                                                        |
|-----------------------------------------------------------------------|------------------------------------------------------------------------|
| Use                                                                   | Apartments                                                             |
| Minimum lot size                                                      | 4.75 acres                                                             |
| Minimum lot frontage                                                  | 400 ft.                                                                |
| Minimum lot depth                                                     | 475 ft.                                                                |
| Maximum building coverage                                             | 25%                                                                    |
| Maximum lot coverage                                                  | 60%                                                                    |
| Principal Building Minimum Yard Depths and Height Limitations         |                                                                        |
| Minimum Front yard                                                    | 75 ft.                                                                 |
| Minimum Side yard                                                     | 60 ft.                                                                 |
| Minimum Rear yard                                                     | 50 ft.                                                                 |
| Maximum building height                                               | 3 stories or 45 feet, whichever is less                                |
| Maximum number of dwellings per building                              | 24 units                                                               |
| Minimum common open space                                             | 35%                                                                    |
| Minimum common courtyard                                              | 12,000 sf and a minimum 60 ft. width                                   |
| Maximum building length through its long axis                         | 200 ft.                                                                |
| Minimum distance from the front of any building to any other building | 70 ft.                                                                 |
| Minimum distance from the side of any building to any other building  | 70 ft.                                                                 |
| Minimum distance from the rear of any building to any other building  | 60 ft.                                                                 |
| Accessory building setback, front yard                                | Guardhouse 20 ft., no other accessory building permitted in front yard |
| Accessory building setback, side or rear yard                         | 15 ft.                                                                 |

H. Parking: Parking requirements are in accordance with current RSIS Standards.



I. Design requirements for Apartments. The following standards shall be used in the design of apartment buildings:

1. Family Apartment buildings should include at least three different bedroom types in at least two sizes.
2. Apartment buildings shall not exceed 200 linear feet through the long axis of the building. Longer buildings shall introduce at least a 135 angle at the intersection of the axes between different segments of the building.
3. The minimum size for each apartment shall be 500 square feet.
4. Each unit above the ground floor shall have a balcony or terrace of at least 60 square feet in area.
5. A minimum of 35 square feet of interior storage shall be provided for each unit, excluding bedroom closet space.
6. Access to units shall be designed as to provide a sense of safety and security for the residents, particularly in internal stairwells.
7. Double loaded, rectangular, slab-configured structures are expressly prohibited.
8. Elevators are required in every multi-story apartment building.
9. All stairs shall be enclosed in the building.
10. The exterior of the building shall be designed to visually break up any facade in excess of 50 lineal feet. A minimum of a 4 foot deep offset shall

be provided in each 100 lineal feet of facade length. The design should distinguish between the base, middle, and top of the building.

11. All utility meters or boxes, air compressors, heat pumps, or other exterior equipment shall be located on the roof or at the side or rear of buildings and shall be screened by architectural elements or landscape plantings.

12. Landscaping shall be provided in accordance with Section 507, Landscaping of the Gloucester Township Land Development Ordinance. In addition, the following applies to this overlay:

13. Stormwater Management Areas shall be a landscape feature and surrounded in the entirety with split rail fencing or the functional equivalent prohibiting chain link fencing and planted with a landscaping mix of ornamental grasses, evergreen and deciduous shrubs and trees.

14. Buffering.

a. In order to promote a desirable visual environment and maintain the development character, and quality of the Township, a natural or planted buffer shall be installed along any property line of proposed business, commercial, or industrial development where said property line is contiguous to, or across the street from, land that is either zoned for residential use or upon which is located a residential use. A buffer shall also be installed along property lines between any parking lot or driveway servicing multi-family, townhouse, or similar units and single-family, duplex, or twin units.

b. Buffer areas shall be planted and maintained with grass or other suitable ground cover together with evergreen and deciduous trees, shrubbery, berms, natural features, and/or fencing, and be so

designed so as to be more effective the closer an activity is located to a property line or the more intense the use.

c. The buffer area shall be a minimum of fifteen (15) feet in width.

d. No structure, storm water management facility, activity, storage of materials or parking of vehicles shall be permitted within a buffer area.

15. Off-Street Parking Areas shall be landscaped and buffered in accordance to Gloucester Township Land Development Ordinance Section 510, Off-Street Parking.

16. Architectural exterior shall be generally consistent with attached exhibit prepared by Holiday Architects Incorporated, project #: PDC-16007, last revised February 14, 2017.

17. Site Plan shall be generally consistent with attached exhibit entitled Concept Plan 2 1495 Chews Landing Road Tract Plate 84, Block 8401, Lot 12.02 Gloucester Township, Camden County, NJ; prepared by Consulting Engineer Services, last revised January 31, 2017.

SECTION 2. All ordinances and provisions thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, subsection or part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of the ordinance.

SECTION 4. This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced: February 12, 2018

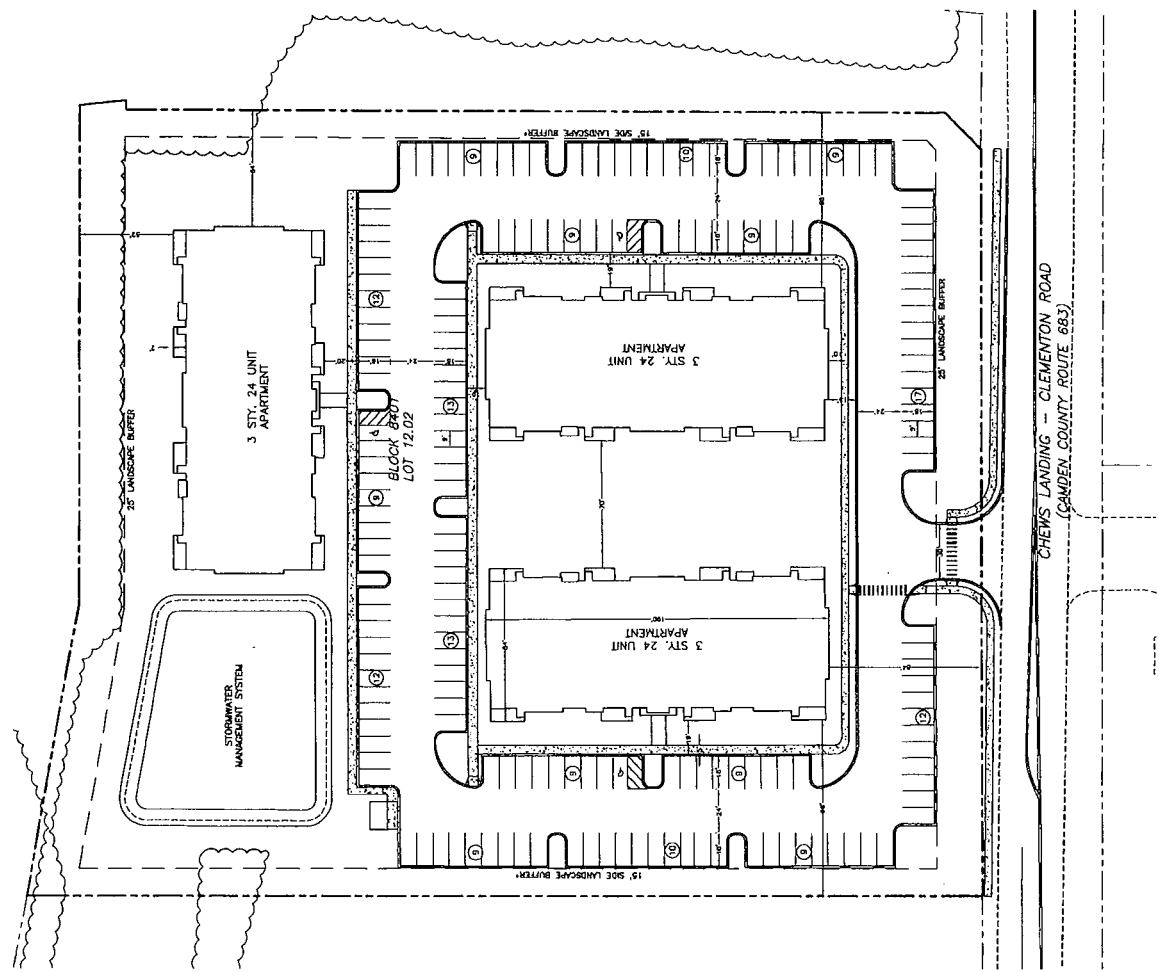
Adopted:

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
TOWNSHIP CLERK

\_\_\_\_\_  
MAYOR



**APPENDIX 3**  
**DRAFT ORDINANCE - NEIGHBORHOOD REHABILITATION PROGRAM**

**TOWNSHIP OF GLOUCESTER  
COUNTY OF CAMDEN  
ORDINANCE NO. 2016-\_\_**

**AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF  
GLOUCESTER REGARDING THE NEW JERSEY ABANDONED  
PROPERTIES REHABILITATION ACT (N.J.S.A. 55:19-78 et seq.)**

**WHEREAS**, the Township of Gloucester ("Township") contains properties which are deemed vacant and/or abandoned in whole or large part; and

**WHEREAS**, in many cases, the owners or responsible parties of the vacant and/or abandoned properties are neglectful of said properties, are not maintaining or securing them to adequate standards, or are not restoring them to productive use; and

**WHEREAS**, it has been found that vacant and/or abandoned properties cause severe harm to the health, safety and general welfare of the community, including diminution of neighboring property values, increased risk of fire, and potential increases in criminal activity and public health risks; and

**WHEREAS**, the Township finds that vacant and/or abandoned properties can lead to neighborhood decline and become unattractive nuisances causing the Township to incur significant costs in the form of staff time for code enforcement actions seeking to maintain and ensure the acceptable condition of these properties; and

**WHEREAS**, it is in the public interest for the Township to establish certain criteria for determining abandoned properties in accordance with the New Jersey Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., in order to protect the health, safety and general welfare of the residents of the Township; and

**WHEREAS**, the Township desires to adopt this Ordinance amending the Code of the Township of Gloucester to set forth the procedures for the Township to acquire abandoned properties in need of rehabilitation and to develop a rehabilitation plan in accordance with the New Jersey Abandoned Properties Rehabilitation Act.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Township Council of the Township of Gloucester, in the County of Camden and State of New Jersey, as follows:

**SECTION 1**

A new section [§\_\_\_\_\_] shall be added to the Code of the Township of Gloucester, entitled "Abandoned Properties and Rehabilitation," providing as follows:

[§ \_\_\_\_\_]     Abandoned Properties Rehabilitation Act

The Township of Gloucester hereby adopts the New Jersey Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq.

[§ \_\_\_\_\_]     Criteria for Determining Abandoned Properties

Pursuant to N.J.S.A. 55:19-81, any property that has not been legally occupied for a period of six months and which meets any one of the following additional criteria may be deemed to be abandoned property upon a determination by the [public officer] that:

- a. The property is in need of rehabilitation in the reasonable judgment of the [public officer], and/or rehabilitation has taken place during that six month period;
- b. Construction was initiated on the property and was discontinued prior to completion, leaving the building unsuitable for occupancy, and no construction has taken place for at least six months as of the date of a determination by the [public officer] pursuant to this section;
- c. At least one installment of property tax remains unpaid and delinquent on that property of the date of the determination by the [public officer] pursuant to this section; or
- d. The property has been determined to be a nuisance by the [public officer] in accordance with N.J.S.A. 55:19-82.

[§ \_\_\_\_\_]     Identification of Abandoned Properties

The [public officer] is directed to identify abandoned properties within the Township, place said properties on an abandoned property list to be established by the [public officer], and provide notices and carry out such other tasks as are required to effectuate an abandoned property list as provided by law. The [public officer] may add properties to the list at any time.

[§ \_\_\_\_\_]     Transfer of Possession and Control of Abandoned Property

Once a property is determined to be abandoned, a summary action by the Township may be filed in the Superior Court, County of Camden to transfer possession and control of said abandoned property in need of rehabilitation to the Township.

Once authorized by the Court, the Township may take possession and control of said property and develop a rehabilitation plan.



**SECTION 2**

Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this ordinance shall not be affected thereby and shall remain in full force and effect.

**SECTION 3**

All Ordinances or parts of Ordinances inconsistent with this amending Ordinance are hereby repealed to the extent of their inconsistencies only.

**SECTION 4**

This Ordinance shall be in full force and take effect twenty (20) days after final passage and publication, as required by law.

APPROVED: \_\_\_\_\_

ADOPTED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
DAVID R. MAYER, MAYOR

ATTEST: \_\_\_\_\_

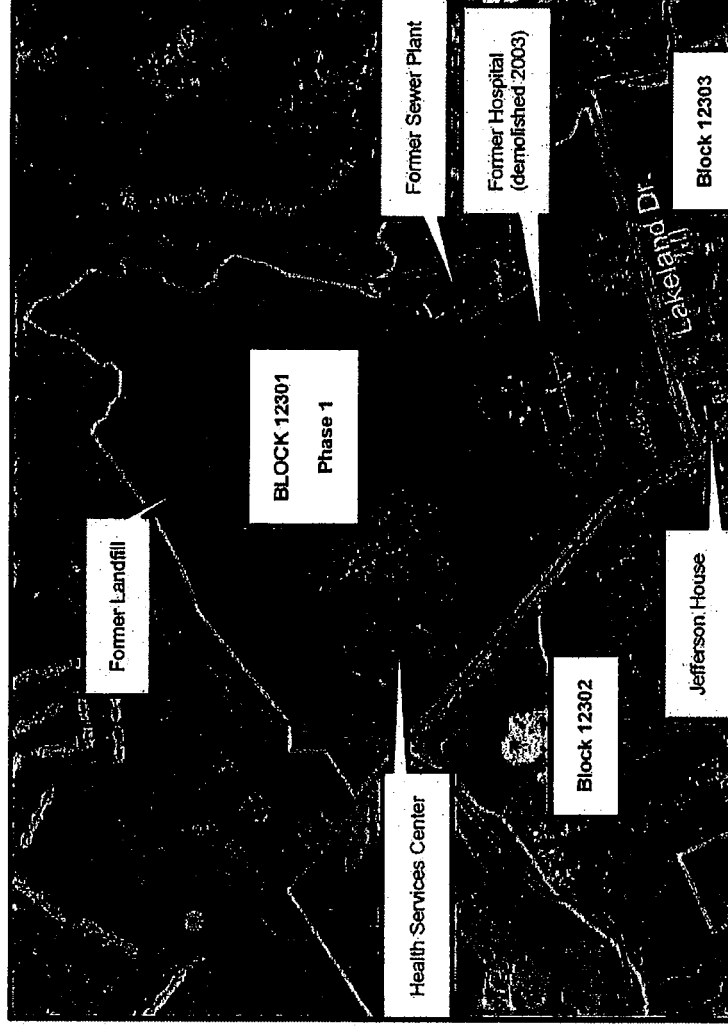
**APPENDIX 4**  
**SETTLEMENT AGREEMENT BETWEEN FAIR SHARE HOUSING CENTER**  
**AND TOWNSHIP OF GLOUCESTER**

**APPENDIX 5**  
**AMENDING ORDINANCES - LAKELAND PHASE 1 REDEVELOPMENT**  
**PLAN**

# LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN

Report to the Gloucester Township Council

As recommended by the Gloucester Township Planning Board on \_\_\_\_\_, 2005



Edward E Fox II, AICP / NJPP Lic. 510400  
Director of Smart Growth  
Camden County Improvement Authority

The original of this document was signed and sealed  
in accordance with N.J.A.C. 13:41-1.3.b.

CCIA 05/03/05

Amended By Ordinances O-19-06 and O-20-04

# LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN

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## LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN

### GOALS AND OBJECTIVES

Because it assumed that the Camden County Health and Executive Campus (Lakeland Complex) would remain a government facility, the 1999 Gloucester Township Master Plan did not plan for any re-use of the area. The Township has zoned the entire complex for institutional use. As discussed in the redevelopment needs study, Camden County no longer requires most of the vacant land at Lakeland. It seeks to work with Gloucester Township to return the property to productive uses that will benefit the Township, County, and surrounding communities.

For this reason, the parties have agreed to proceed with a first phase redevelopment plan for Block 12301 at the northeast corner of Lakeland Drive and County House Road. The tract on Block 12301 is the most readily developable portion of the Lakeland Complex with about 58 acres of developable vacant uplands fronted on two county roads. The County has recently removed its old hospital complex and constructed a modern health services building on this tract. The tract contains a number of potential brownfields that must be remediated through the redevelopment process. Camden County also has identified the wetlands system along the South Branch of the Big Timber Creek as part of a recreational and conservation greenway. Existing single family and multi-family neighborhoods surround this tract, but creeks and vegetated wetlands buffer it from those areas.

The County and Township's mutual interests in the Phase 1 (Block 12301) redevelopment of the Lakeland Complex on Block 12301 can be summarized in the following goal:

***Redevelop Block 12301 of the Lakeland Complex for uses consistent with:***

- a. existing capital investments in health service and administrative offices and public service infrastructure,***
- b. local and regional land use and/or conservation management plans,***
- c. local area development patterns, and***
- d. smart growth planning principles.***

This redevelopment plan is composed of a series of elements and other provisions designed to implement these goals. Each of the elements contains individual objectives to be accomplished by a series of implementation recommendations.

#### Land Use Element Objectives:

- ☐ Provide opportunities for infill development of uses that would complement existing County capital investments.
- ☐ Integrate redevelopment on Block 12301 with the remainder of the Lakeland Complex and surrounding area through the implementation of a Facilities Master Plan.

#### Brownfields Element Objectives:

- ☐ Remediate any unacceptable environmental contamination through the redevelopment process.

#### Open Space and Recreational Development Element: Objectives:

- ☐ Continuation of the South Branch Timber Creek Greenway along the creek in accordance with the Camden County Open Space and Farmland Preservation Plan (2004).

# LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN

## LAND USE ELEMENT

The Camden County Health and Executive Campus (Lakeland Complex) and adjacent parts of Gloucester, Deptford and Washington townships are within the State Plan's Suburban (PA-2) Planning Area, which is designated to absorb most of the State's growth over the next twenty years. The area is characterized by existing and planned residential neighborhoods and automobile-oriented commercial and industrial centers. Because it is not located along any major highways, significant commercial and industrial redevelopment at the Lakeland Complex is not likely at this time. The preponderance of a variety of housing types in the Lakeland area indicates the general market preference for residential development, particularly for senior housing. The Township's need for senior housing is well documented in the 1999 Gloucester Township Master Plan.

Last year Camden County purchased Slimm's Ranch in Chews Landing for open space conservation. After this tract of about 60 acres was identified in the master plan for senior residential development, the Township changed the local land development regulations to designate the Slimm's Ranch area a Senior Citizen Residential (SCR) zoning district. The intent of this zoning district is for age-restricted residential development conforming to the Township's existing senior citizen planned unit residential development standards, which could take a number of attached and detached forms. Additional provisions are made for the construction of compatible mid-rise (4 to 6-stories) senior residential developments, under certain conditions. It also provided for the integration of limited medical and health care services for the primary use of the development's residents by permitting continuing care retirement communities, assisted living residences, congregate care apartments and long-term care facilities.

These types of SCR uses, which would make an ideal partnering with the County's existing health service center at Lakeland, are recommended for the approximately 58 acres of redevelopable uplands on Block 12301. (See Fig. 3.) The remainder of the uplands in the block would be maintained for county purposes until the completion of Camden County's future Facilities Master Plan for the Lakeland Complex. At that time, this Phase 1 redevelopment plan for Block 12301 may be amended to consolidate the County's Lakeland facilities on or off-site and any remaining areas redeveloped for other uses as identified in the Facilities Master Plan. (The Camden County Improvement Authority will be issuing Requests for Proposals (RFPs) to prepare a facilities master Plan in early 2005.) The undevelopable wetlands corridor along the South Branch of Big Timber Creek should be dedicated for use as part of a County greenway system. (See **OPEN SPACE AND RECREATIONAL DEVELOPMENT ELEMENT**, below.)

The following chart summarizes current and proposed uses in the redevelopment area, including contingency redevelopment plans if certain uses, such as the county offices and other improvements were to be relocated in the future.

| Block | Lot  | Acreage | Current Use                                                                                                                                                                                                                                                                                                                                  | Proposed Uses                              | Owner   |
|-------|------|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|---------|
| 12301 | 1    | 122     | County health services center; County superintendent of schools office; misc. County offices and services in former dwellings and hospital-related structures; off-street parking; picnic grove and park; maintenance structures; vacant cleared land, landfill, and sewer treatment plant; forested hill and uplands and forested wetlands. | See above.                                 | COUNTY  |
| 12301 | 1.02 | 0.5     | CCMUA pumping station                                                                                                                                                                                                                                                                                                                        | No change                                  | CCMUA   |
| 12301 | 2    | 0.5     | Single family detached dwelling                                                                                                                                                                                                                                                                                                              | County office, or recreation/nature center | PRIVATE |

## **LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN**

### **Pre-existing, non-conforming land uses and structures**

Continuation of uses not identified as permitted principal, accessory or conditional uses, e.g., single-family residential uses, and the structures occupied by those uses, shall be allowed in accordance with the provisions of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and other pertinent laws. Voluntary and forcible removal of those uses and structures, however, may be occur under the provisions of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.), Eminent Domain Act (N.J.S.A. 20:3-1 et seq.), New Jersey Relocation Assistance Law (N.J.S.A. 52:31B-1 et seq.), New Jersey Relocation Assistance Act (N.J.S.A. 20:4-1 et seq.), etc.

Expansion of pre-existing, non-conforming uses, and the structures occupied by those uses is discouraged, as they are inconsistent with and detrimental to the land use policies in the adopted Township master plan and this Redevelopment Plan. However, the lawful use, improvement, sale and disposal of such properties shall not be prohibited. Continuation of the county's statutory prerogative to continue its current operations at the Lakeland Complex shall not be adversely affected by the implementation of this redevelopment plan or the recommended Gloucester Township land development ordinance amendments.

### **Development / Design Standards**

Implementation of the redevelopment plan will require amendments to the existing Gloucester Township zoning district map and land development ordinance to delineate Block 12301 of the redevelopment area as the Senior Citizen Residential – Lakeland (SCR-LL) zoning district. The specific intent of this new zoning district should be the same as that for the standard SCR district (Section 409), but that the SCR-LL district is intended to implement Phase 1 of the Lakeland Complex redevelopment plan.

The ordinance would allow those same permitted principal and accessory uses and structures, with the same densities and area, yard, height, building coverage and other general requirements, currently allowed in the standard SCR district (Section 409). In addition, the SCR-LL would include county health care centers, county offices and facilities, but such county uses would not require adherence to any particular area, yard, height, building coverage or other general requirements. When the County completes and adopts a Facilities Master Plan for the Lakeland Complex, the development standards may be amended to include other compatible non-residential land uses and development / design standards consistent with Facilities Master plan.

### Land Use Element Objectives:

- ☐ Provide opportunities for infill development of uses that would complement existing County capital investments.
- ☐ Integrate redevelopment on Block 12301 with the remainder of the Lakeland Complex and surrounding area through the implementation of a Facilities Master Plan.

### Implementation Recommendations

- Amend the Land Use Ordinance to permit SCR-type uses in Block 12301, as described above.
- Amend the Land Use Ordinance to permit senior mid-rise residential developments in Block 12301, as described on page 14 of this plan.
- Amend the Land Use Ordinance to permit county institutional uses in Block 12301, as described above.



## LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN

- Assist the County in preparation of a Facilities Master Plan, which would provide a template for future uses at the Camden County Health and Executive Campus on Block 12301 and other tracts at Lakeland.
- Provide private sector incentives, if necessary, for redevelopment of SCR-type uses on Block 12301.

### **BROWNFIELDS ELEMENT**

The Phase 1 Redevelopment Area has some special environmental issues due to the location the County hospital's former landfill, power plant and a closed sewage treatment plant. The now-demolished hospital wings also may have been contaminated with lead paint and asbestos. Brownfields are properties that are known to be or are suspected to be environmentally contaminated, such as these. Concern about unknown contamination and potential liability and responsibility for clean up and remediation has softened private-sector interest in redeveloping brownfields. State and Federal environmental laws regulate the transfer of environmentally contaminated properties and require responsible parties to remediate current and historic contamination. Preliminary testing of the property indicated the need for future testing of some of these former sites.

The Phase 1 Redevelopment Plan encourages the clean up and re-use of brownfields properties as part of future redevelopment activities. Because New Jersey's brownfields clean-up requirements have "use-based" standards, remediation of properties that will be kept in non-residential use will be less severe than those required for housing. Residential uses also may be permitted in brownfields areas, after appropriate necessary remediation is undertaken. All future redevelopment projects should require restrictive covenants in their property deeds to notify future owners of the site's potential contamination, remediation and usage limitations. NJDEP may require this full disclosure in real estate title documents, too.

New Jersey's Spill Compensation and Control Act (N.J.S.A. 58:10-23.11) exempts local governments and agencies that acquire brownfields through foreclosure, condemnation or similar means from liability for past contamination. If the County were the responsible party for any contamination, however, it would not be immune from responsibility even in a redevelopment area. The Redevelopment Entity may acquire, hold and work to remediate and redevelop brownfields property without threat of litigation as a responsible party.

### **Redevelopment Objectives**

- ☐ Remediate any unacceptable environmental contamination through the redevelopment process.

### **Implementation Recommendations**

- Undertake a NJDEP-acceptable Preliminary Assessments/Site Investigation (PA/SI) analysis for redevelopment area properties to identify and evaluate potential brownfield contamination issues.
- If PA/S's warrant further action, the County, Township and/or Redeveloper should initiate involvement in NJDEP's Voluntary Cleanup Program. This program uses non-binding NJDEP Memorandums of Agreement (MOAs) between NJDEP, local public agencies and redevelopers to conduct cleanups by establishing project scopes of work and flexible schedules for remedial activities. (Note: The Voluntary Cleanup Program is not available for properties subject to the New Jersey Industrial Site Recovery Act and underground storage tank regulations or the Federal Superfund program.)

## LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN

- When the Redevelopment Plan is implemented and as properties are acquired by the Redevelopment Entity, it should continue to explore possible NJDEP Hazardous Discharge Site Remediation Fund grants.
- The Township and Redevelopment Entity should also explore the feasibility of designating "Environmental Opportunity Zones" (per N.J.A.C. 54:4-3.150 et. seq.) for contaminated sites and creating tax-increment financing plans to pay for remediation over a 10-year period.
- Additional financial incentives may be available from State and Federal brownfields legislation. For example, the NJDEP Brownfields Redevelopment Agreement may allow reimbursement of up to 75% of approved remediation costs financed by State taxes generated by the redevelopment of individual properties.

### OPEN SPACE AND RECREATIONAL DEVELOPMENT ELEMENT

Camden County's Lakeland property extends along the wetlands of the South Branch of the Big Timber Creek. This wetlands system is a special habitat area, protected from development by State regulations. It has been identified in the Camden County Open Space and Farmland Preservation Plan (2004), along with other stream corridors, as part of an open space conservation and public recreation greenway trail. Walking trails and a road to the former sewage treatment facility already exist is portions of the wetlands corridor. Any future redevelopment of Block 12301 should include dedication of wetlands corridor and a portion of the uplands towards implementation of the South Branch of Big Timber Creek greenway plan. The existing single family home on lot 2 is located within the wetlands area. Consideration also should be made for re-use of this property as an office or facility for public recreation or conservation management purposes, managed by a public or non-profit entity.

#### Redevelopment Objectives

- ☐ Continuation of the South Branch Timber Creek Greenway along the creek in accordance with the Camden County Open Space and Farmland Preservation Plan (2004).

#### Implementation Recommendations

- Dedication of the wetlands along the South Branch of Timber Creek, as well as a minimum twenty (20) foot uplands buffer for access to and continuation of the South Branch Timber Creek Greenway.
- Remove and clean up old abandoned sanitary treatment facility, and consider the site's re-use, as well as the existing home on Lakeland Drive, for a county office, recreation or conservation center.

# LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN

## STATUTORY REQUIREMENTS

### 1. Relationship to Definite Local Objectives:

The purpose of the Phase 1 Redevelopment Plan is to address the Township's and County's Lakeland re-use objectives and other community development issues raised in Township's master plan. The Phase 1 Redevelopment Plan, which focuses on redevelopment of the land in the northeast quadrant of the county property, is consistent with the Township's master plan, as well as County smart growth objectives.

### 2. Proposed Land Uses and Building Requirements:

The Phase 1 Redevelopment Plan identifies that the uses in Phase 1 shall be redeveloped consistent with the Township's existing Senior Citizen Residential (SCR) zoning district (Section 409), but would be amended to include existing and future county facilities. The Phase 1 redevelopment plan would allow those same SCR permitted principal and accessory uses and structures, with the same densities and area, yard, height, building coverage and other general requirements. It would also allow mid-rise senior housing, either in apartment or condominium ownership form, as describe on page 14 of this plan. The new zone includes county health care centers, county offices and facilities, but such uses would not require adherence to any particular area, yard, height, building coverage or other general requirements. Landscaping, buffering and other site improvement issues shall be addressed through the development review and approval process for individual redevelopment projects, in accordance with the Township's Land Development Ordinance.

These standards shall be used for the implementation of this Redevelopment Plan, and should be incorporated into the current Township Master Plan and Land Development Ordinance through their respective statutory amendment processes. Developments, including those requiring site plans and subdivisions, within the Redevelopment Area shall be governed by the respective Gloucester Township codes regarding such development. The land uses identified within this Redevelopment Plan shall be used as the Redevelopment Area's land use plan, until the Land Development Ordinance is amended to correlate with the Redevelopment Plan.

### 3. Identification of Properties to be Acquired:

Implementation of this Lakeland Phase 1 Redevelopment Plan shall require the acquisition of one rental residential property. The County owns the remaining redevelopment area tract, except for the CCMUA pumping station, in which there is no acquisition interest. The following table indicates which properties are to be acquired or may be acquired. (See also **Fig. 4 – Property Acquisition Map.**)

| Block | Lot | Acreage | Current Use                                                                                                                                                                                                                                                                                                                                  | Proposed Uses         | Acquisition | Owner  |
|-------|-----|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------|--------|
| 12301 | 1   | 122     | County health services center; County superintendent of schools office; misc. County offices and services in former dwellings and hospital-related structures; off-street parking; picnic grove and park; maintenance structures; vacant cleared land, landfill, and sewer treatment plant; forested hill and uplands and forested wetlands. | See Land Use Element. | NO          | COUNTY |

# LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN

| Block | Lot  | Acreage | Current Use                     | Proposed Uses                  | Acquisition | Owner   |
|-------|------|---------|---------------------------------|--------------------------------|-------------|---------|
| 12301 | 1.02 | 0.5     | CCMUA pumping station           | No change                      | NO          | CCMUA   |
| 12301 | 2    | 0.5     | Single family detached dwelling | County office or nature center | YES         | PRIVATE |

4. Relocation Provisions  
The Redevelopment Entity will provide the displaced household with the opportunity of relocation within the Township limits to the fullest extent of the New Jersey Relocation Assistance Law (N.J.S.A. 52:31B-1 et seq.) and the New Jersey Relocation Assistance Act (N.J.S.A. 20:4-1 et seq.). The Redevelopment Entity will interview the household to determine their relocation needs and preferences, and make reasonable efforts to find available comparable housing or business space in the general area.

5. Relationship to the Municipal Land Use Law:  
The Phase 1 Redevelopment Plan conforms to the general intent and scope of the Municipal Land Use Law. Redevelopment projects requiring site plan and subdivision approval by the Gloucester Township Planning Board or Zoning Board of Adjustment will be submitted to the Planning Board for review and approval, in accordance with the New Jersey Local Redevelopment and Housing Law (N.J.S.A. 40A:12-1 et seq.). Those requiring County Planning Board approval will be submitted for their review and approval also.

The land use and development standards provided in the Redevelopment Plan are designed to be primarily consistent with those in the current Township Land Development Ordinance, however, they have been modified to allow sufficient flexibility for successful redevelopment within the Phase 1 Study Area Redevelopment Area. In cases where there is a difference between the standards in the Land Development Ordinance and those in the Redevelopment Plan, the uses and standards specified in the Redevelopment Plan shall supercede those in the ordinance. Uses identified as restricted and prohibited in the Township of Gloucester shall be restricted and prohibited in the Redevelopment Area, as well. In essence and fact, the uses and standards provided in this Redevelopment Plan shall be considered a new zoning district, the Senior Citizen Residential – Lakeland (SCR-LL) zoning district.

Expansion of pre-existing, non-conforming uses, and the structures in which they are located, such as single family residential uses, is discouraged, as they are inconsistent with and detrimental to the land use policies in this Redevelopment Plan.

6. Gloucester Township Master Plan:  
The Phase 1 Redevelopment Plan has been developed from and is consistent with the Gloucester Township Master Plan, as updated and amended. It has been designed to implement its recommendations.

## **LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN**

### **CONFORMANCE WITH OTHER PLANS**

The Phase 1 Redevelopment Plan is consistent with the Intent and Policy Objectives of the Suburban Planning Area (PA2) in the 2001 State Development and Redevelopment Plan (SDRP), as well as the preliminary 2004 SDRP. The Lakeland Phase 1 Redevelopment Plan supercedes the 1971 Camden County Future Land Use Plan, which indicates the area be dedicated for "services" commercial and industrial uses for this area. The County identified its Lakeland property for "services" thirty-three years ago to recognize its then existing institutional complex. The complex and the County's institutional service delivery systems have changed markedly since that time, as indicated in the previously approved redevelopment needs study.

### **REDEVELOPMENT ENTITY AND REDEVELOPER(S)**

The Governing Body of the Township of Gloucester shall designate a Redevelopment Entity to implement this Lakeland Phase 1 Redevelopment Plan and undertake the redevelopment projects in the area designated by this plan as the Phase 1 Study Area Redevelopment Area.

When necessary for the implementation of this plan, the designated Redevelopment Entity shall enter into a contract(s) with a Redeveloper(s) for any construction or other improvements forming part of this Redevelopment Plan.

The Redeveloper shall agree to retain interest in the project until the completion of construction, development and/or improvements of the specific project. The Redeveloper shall agree not to lease, sell or transfer interest or any part thereof without written prior approval of the Redevelopment Entity.

### **GENERAL PROVISIONS**

The following general provisions shall apply to this Redevelopment Plan:

1. Land use provisions and building requirements for the Phase 1 Study Area Redevelopment Area are deemed necessary as minimum requirements in the interest of public health, safety and general welfare. They are intended to provide a frame of reference for physical development of the designated Redevelopment Area and as context for development in neighboring area. Developers and designated redevelopers (hereinafter Redevelopers) may be given flexibility in project planning and design, so long as building and other improvements reflect quality, permanence and physical integration through design elements and quality construction. The Township of Gloucester cannot anticipate every possible design or land use solution for the variety of issues involved in this Redevelopment Plan. Redevelopment proposals will be evaluated as to how they appropriately achieve the redevelopment goal and objectives of this plan, as outlined in this document
2. The Redevelopment Entity and the Township of Gloucester Planning Board, and its respective advisory committees, specifically reserve the right to review and approve a Redeveloper's plans, pro forma / marketing analyses, construction documents and specifications, and other development application submission materials that it may deem necessary to determine a project's conformance to the Redevelopment Plan. Such a review also shall be based on submissions to both

## **LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN**

agencies of a site context plan locating the proposed project in the Redevelopment Area; a site plan; and building elevations. All design changes must be approved by both agencies, or their designees, prior to their execution.

3. As part of the final site plan approval process, the Planning Board may require a redeveloper to furnish performance guarantees pursuant to N.J.S.A. 40:55D-53. Such performance guarantees shall be approved by the Township Engineer and Township Attorney. The amount of such performance guarantees shall be determined by the Township Engineer and shall be sufficient to assure completion of improvements within two years of final site plan approval.
4. Interim uses, such as surface parking lots, may be established, subject to finding by the Planning Board that such uses will not have an adverse effect upon existing or contemplated development during the interim use. The Planning Board will determine a time during which the interim use will be permitted. No interim use approval shall be granted for more than two years; extensions may be granted at the Planning Board's discretion for a maximum of two additional two-year periods.
5. Subdivision of lots and tax parcels within the Redevelopment Area shall be in accordance with the requirements of this plan and the Township's Subdivision Ordinance. Subdivisions or combinations of parcels that conflict with the proposed rights-of-way in the Redevelopment Plan's circulation element shall not be approved.
6. Redevelopers shall comply with the requirements of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.).
7. No building shall be constructed over a right-of-way or utility easement in the Redevelopment Area without prior written approval of the Redevelopment Entity and the Township's Public Works and Code Enforcement offices.
8. Utility easements, when necessary, shall be provided by Redevelopers and approved by the Township's Public Works and Code Enforcement offices. Such easements shall be provided within seven working days after completion of project construction.
9. Any plans or plats approved by the Township of Gloucester, or its agencies and subsidiaries, prior to the adoption of this Redevelopment Plan shall not be subject to the requirements of this plan.
10. The Redevelopment Entity will agree to ensure compliance with Title VI of the Civil Rights Act of 1964, and Title VII as amended in March 1972, and with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975 and other regulations issued by the State of New Jersey and the Township of Gloucester.

## **LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN**

### **PUBLIC IMPROVEMENTS**

Existing water, sewer and roadway facilities serving the Phase 1 Study Area Redevelopment Area will require upgrading to meet future needs. Such improvements, e.g., any future widening of or sidewalks along Lakeland Road (Route 747) and Turnersville-Woodbury Road (Route 707), should be provided by the redeveloper as part of the development review process. Redevelopers will be required to participate in on-site and off-tract infrastructure improvements for the Redevelopment Area, in proportion to the size of their projects. Additional water, sanitary sewer, and storm sewer planning issues will be addressed as part of a future Lakeland master plan process.

### **TYPES OF PROPOSED REDEVELOPMENT ACTIONS**

Upon adoption of the Phase 1 Redevelopment Plan, the Redevelopment Entity may proceed with the clearance, re-planning, development and redevelopment of the areas delineated in the plan. In order to undertake and effectuate the purposes of the Municipal Redevelopment and Housing Law and the Township Master Plan, the Redevelopment Entity may:

1. Undertake redevelopment projects, and for this purpose, issue bonds in accordance with provisions of Section 29 of P.L. 1992, C.29;
2. Acquire privately held parcels and property that area vacant or under-utilized, scattered or under varied ownership, and assemble them into parcels of sufficient size to support redevelopment;
3. Form public-private partnerships for development of the Redevelopment Area;
4. Provide for public improvements necessary to support redevelopment;
5. Select Redevelopers to implement all or part of the projects for this Redevelopment Area, in accordance with this Redevelopment Plan and all applicable local, state and federal requirements;
6. Enter upon any buildings or property in the Redevelopment Area to conduct investigations or make surveys, soundings or test borings necessary to carry out the purposes of this plan;
7. Acquire by condemnation any land or building which is necessary for a redevelopment project, pursuant to the provisions of the Eminent Domain Act of 1971 (N.J.S.A. 20-3-1 et seq.);
8. Clear any owned or acquired area, and install, construct or reconstruct streets, facilities, utilities and site improvements essential to the preparation of sites for use in accordance with the Redevelopment Plan;

## **LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN**

9. Prepare, or arrange by contract, for the provision of professional services and the preparation of plans by registered architects and landscape architects, licensed professional engineers or planners, or other consultants, to carry out redevelopment projects;
10. Arrange, or contract with public agencies or Redevelopers, for re-planning, construction or undertaking of any project or redevelopment work, or any part thereof;
11. Negotiate and collect revenue from a Redeveloper to defray the costs of the Redevelopment Entity, including where applicable the costs incurred with bonds, notes or other obligations issued by the Redevelopment Entity, and to secure payment of such revenue as part of any such arrangement or contract;
12. Provide for extension of credit or making of loans to Redevelopers to finance any project or redevelopment work, or upon finding that the project or redevelopment work would not be undertaken but for the provision of financial assistance, provide as part of an arrangement or contract for capital grants to Redevelopers;
13. Arrange or contract with public agencies or Redevelopers, for the opening, grading or closing of streets, roads, roadways, alleys or other such place, or for the furnishing of facilities or for the acquisition by such agency of property options or property rights, or for furnishing of property or services in connection with this Redevelopment Plan;
14. Lease or convey property or improvements to any other party, without public bidding, and at such prices and upon such terms as it deems reasonable, provided that the lease of conveyance is made in conjunction with this Redevelopment Plan, notwithstanding the provisions of any law, rule or regulation to the contrary;
15. Arrange or contract with a public agency for relocation of residents or commerce displaced from or within the Redevelopment Area, pursuant to the Relocation Assistance Laws of 1967 (N.J.S.A. 52:31B-1 et seq.) and the Relocation Assistance Law of 1971 (N.J.S.A. 20:4-1 et seq.);
16. Make, consistent with this Redevelopment Plan, plans for carrying out a program of voluntary repair and rehabilitation of buildings and improvements; and plans for the enforcement of laws, codes and regulations relating to the use and occupancy of buildings and improvements, and the compulsory repair, rehabilitation, demolition or removal of buildings and improvements;
17. Publish and disseminate information concerning the Redevelopment Plan or any area or project noted within;
18. Improve vehicular and pedestrian circulation in the Redevelopment Area through roadway design and redesign, improved signal timing, signage and paving;



## **LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN**

19. Improve the infrastructure and streetscape within the Redevelopment Area and on adjacent streets as redevelopment takes place;
20. Improve the condition of public park, trails and other spaces recreational purposes;
21. Demolish acquired vacant residential and non-residential structures that cannot be cost-effectively rehabilitated;
22. Rehabilitate vacant housing for residential use or other purposes; and
23. Develop and adopt design guidelines and a design review process that will govern all new development within the Redevelopment Area.

### **TIME LIMITS**

Redevelopers of specific projects within the Phase 1 Study Area Redevelopment Area shall begin the development of land and construction of improvements within a reasonable period of time to be determined in a contract between the Redevelopment Entity and its designated Redevelopers (N.J.S.A. 40A:40A-7).

The provisions and regulations specified in this plan shall continue in effect for a period of five (5) years from the date of adoption of this plan by the governing body of the Township of Gloucester, or until the issuance of a Certificate of Completeness from the Redevelopment Entity.

### **PROCEDURES FOR AMENDMENTS**

The Phase 1 Redevelopment Plan may be amended from time to time upon compliance with the appropriate sections of the Local Redevelopment and Housing Law (N.J.S.A. 40A-7). It is anticipated that this plan may be amended upon completion of Camden County's future Facilities Master Plan for the Lakeland Complex.

### **SUPERCEDENCE, REPEAL AND SEVERABILITY**

All ordinances or parts of ordinances inconsistent with the Phase 1 Redevelopment Plan are hereby repealed to the extent of such inconsistency only.

If any standards, control, objectives, land uses, permitted uses, and other restrictions and requirements called for in this Redevelopment Plan differ in content from provisions set forth in the Township of Gloucester Land Development Ordinance or other land development regulations, the provisions in this Redevelopment Plan, unless otherwise specified, shall prevail.

If any provision or regulation of this Redevelopment Plan shall be judged invalid by court or competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of the Redevelopment Plan and the governing body's redevelopment ordinance, which are hereby declared severable and shall remain in full force and effect.

## **LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN**

### **SENIOR MID-RISE DESIGN STANDARDS**

All Phase 1 redevelopment area senior mid-rise residential developments shall comply with the following requirements:

1. The minimum tract size for mid-rise residential developments shall be 5 acres.
2. Gross density shall not exceed 25 dwelling units per acre.
3. The maximum building height of a principal building shall be 6 stories and the minimum height shall be 3 stories, exclusive of elevator towers.
4. The minimum required front and side yard building setbacks of the mid-rise structure shall be 30 feet and shall be increased 10 feet for each additional story above 3 stories. In no case shall the minimum side or rear yard be less than 60 feet.
5. No mid-rise structure shall be closer than 120 feet to another mid-rise structure.
6. A maximum 65% of the total area of a mid-rise residential development may be covered by structures, paving, and/or any impervious surfaces.
7. At least 20% of the tract shall be common open space. The use of the common open space shall be limited to active and passive recreation or the preservation of natural vegetation and wildlife habitats. Open space adjacent to the structure shall be graded and seeded to provide a thick strand of grass or other ground cover material. All such landscaping and the provision of trees and shrubs shall comply with the standards set forth in this chapter. The Planning Board, in reviewing plans, shall determine that the landscaping plan is designed to optimize solar access and protect buildings from prevailing winter winds.
8. The maximum number of parking stalls per unit shall be 1.5 and the minimum 1.0, exclusive of required staff parking of 1 unit per employee per shift.
9. Parking may be permitted on the ground floor or below ground, provided it shall not be more than two levels below ground, and provided that, except for necessary driveways, no accessory parking garage or area shall be visible from any public street or road.
10. Buildings shall be located to front toward and relate to either a public street or public open space, both functionally and visually.

## **LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN**

11. The siting of the building upon the tract shall be determined to afford maximum solar gain and minimum effects from prevailing winter winds and to assure that the siting does not result in the excessive blockage of solar access for adjoining properties and structures.
12. All mid-rise structures shall incorporate energy conservation techniques and the utilization of alternative sources of energy to the maximum extent practical. The applicant shall submit an Energy Conservation Analysis and Report to the Planning Board for its review at the time of submitting the original application.
13. Service areas, loading docks, solid waste and recycling facilities and other service areas shall be placed to the rear or side of buildings in visually unobtrusive locations. All trash, garbage and recycling disposal facilities shall be properly screened by enclosures or buffering composed of suitable fencing, masonry walls or shrubbery at least six feet in height around the perimeter of the facilities. Fencing and walls shall not be more than 50% opaque on the vertical surfaces.
14. All air conditioning units, HVAC systems, exhaust pipes or stacks, elevator housing and satellite dishes and other telecommunications receiving devices shall be screened from view from the ground level of the public rights-of-way and adjacent properties, by using walls, fencing, roof elements, parapet walls, architectural enclosures, penthouse-type screening devices or landscaping.
15. All mid-rise structures shall include at least 1 elevator.
16. Provisions shall be made in any mid-rise structure to provide access for the handicapped residents.
17. Washing and drying facilities shall be provided within the principal structure in an amount equal to or greater than one washer and one dryer for each floor contained therein. All such facilities shall be placed in convenient locations for the use of the occupants.
18. All mid-rise structures shall be equipped with security systems designed to prevent unwanted or unauthorized intrusion of the building, unless 24 hours doorman services is to be provided. The security system shall permit two-way communication between each apartment unit and the entrance area to provide residents with a means of identifying persons wishing to gain admittance.
19. Any mid-rise residential development shall provide community areas and recreational facilities to meet the social service needs of the residents within the development. The design and maintenance of any community areas and recreational facilities shall be the responsibility of the developer.

## **LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN**

20. Pedestrian walks shall be provided wherever normal pedestrian traffic will occur. Pedestrian walks shall be hard-surfaced in accordance with the controlling specifications and standards.
21. There shall be a minimum storage area in each building for bicycles, carriages, furniture, and similar incidental equipment of items, equal to 70 square feet in area by a minimum of seven feet in height per unit.
22. All installations of utilities shall be underground and all mid-rise residential developments shall have public sewerage facilities and water supply available prior to development or made available by the developer.
23. All developments shall provide sufficient illumination of the streets, roads, access drives, parking areas, dwelling entrances and pedestrian walks. The site lighting plan shall be subject to the review and approval of the Planning Board.
24. Buildings and structures (including infrastructure) shall be designed to relate to the human scale, using modular elements (such as doors and windows), facade treatments and design details to display a variety of sizes, from large to small.

O-20-04

**ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN  
AND STATE OF NEW JERSEY AMENDING ORDINANCE O-12-26 ENTITLED  
THE LAKELAND COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT  
PLAN IN ACCORDANCE WITH N.J.S.A. 40A:12A-1 ET SEQ., LOCAL  
REDEVELOPMENT AND HOUSING LAW.**

**BE IT ORDAINED**, by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey, that Ordinance O-12-26, known as the Lakeland Complex Phase I (Block 12301) Redevelopment Plan as prepared by the Camden County Improvement Authority on July 26, 2005 is hereby amended, as follows:

SECTION 1. That the Redevelopment Plan Land Use Element is hereby amended to add the following as paragraph four under the heading "Development/Design Standards":

"In accordance with the Gloucester Township Housing Element and Fair Share Plan and the Settlement Agreement with the Fair Share Housing Center, multi-family housing is a permitted and preferable use, in accordance with the development standards to permit senior mid-rise residential developments, as described on page 14 of the Lakeland Phase I Redevelopment Plan and within (SCR\_LL) Section 409.

SECTION 2. That the Redevelopment Plan Development/Design Standards section is hereby amended to add the following to Implementation Recommendations:

- "Permit Multi-Family Housing within Block 12301"

SECTION 3. That the Redevelopment Plan Senior Mid-Rise Design Standards section is hereby amended:

**"SENIOR/VETERANS/MULTI-FAMILY MID-RISE DESIGN STANDARDS**

All Phase 1 redevelopment area family mid-rise residential development shall be comply with the following requirements:

25 DU/acre with required 20% set-aside for low and moderate income families in accordance with the Township's Housing Element and Fair Share Plan."

SECTION 4. All ordinances and provisions thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

SECTION 5. If any section, subsection or part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of the ordinance.

SECTION 6. This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced: February 24, 2020

Adopted: Final Adoption and Public Hearing will be held on the 24<sup>th</sup> of February, 2020 (Pending Introduction Approval)

\_\_\_\_\_  
Mayor  
David R. Mayer

\_\_\_\_\_  
President of Council \_\_\_\_  
Orlando Mercado

\_\_\_\_\_  
Township Clerk, RMC  
Nancy Power

O-19-06

**ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF  
NEW JERSEY AMENDING ORDINANCE O-12-26 ENTITLED THE LAKELAND  
COMPLEX PHASE 1 (BLOCK 12301) REDEVELOPMENT PLAN IN ACCORDANCE  
WITH N.J.S.A. 40A:12A-1 ET SEQ., LOCAL REDEVELOPMENT  
AND HOUSING LAW**

**BE IT ORDAINED**, by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey, that Ordinance O-12-26, known as the Lakeland Complex Phase I (Block 12301) Redevelopment Plan as prepared by the Camden County Improvement Authority on July 26, 2005 is hereby amended, as follows:

**SECTION 1.** That the Redevelopment Plan section titled "Land Use Element" is hereby amended to add the following as paragraph three under the heading "Development / Design Standards":

"In accordance with the Gloucester Township Housing Element and Fair Share Plan and the Settlement Agreement with the Fair Share Housing Center, veteran supportive housing is a permitted and preferable use, in accordance with the development standards to permit senior mid-rise residential developments, as described on page 14 of the Lakeland Phase I Redevelopment Plan and within the SCR-LL – Senior Citizen Residential – Lakeland Redevelopment District.

**SECTION 2.** That the Redevelopment Plan section titled "Development/Design Standards" is hereby amended to add the following to subsection titled "Implementation Recommendations":

- "Permit Veterans Supportive Housing within Block 12301, Lot 4"

**SECTION 3.** That the Redevelopment Plan section titled "Senior Mid-Rise Design Standards" is hereby amended to replace and revise the heading and first sentence, as follows:

**"SENIOR/VETERANS MID-RISE DESIGN STANDARDS**

All Phase I redevelopment area senior/veterans mid-rise residential development shall comply with the following requirements:"

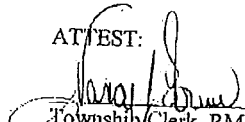
**SECTION 4.** All ordinances and provisions thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

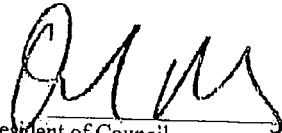
**SECTION 5.** If any section, subsection or part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of the ordinance.

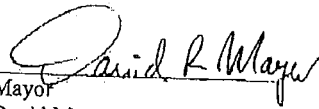
**SECTION 6.** This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced: April 8, 2019  
Adopted: April 22, 2019

ATTEST:

  
Township Clerk, RMC  
Nancy Polver

  
President of Council  
Orlando Mercado

  
Mayor  
David Mayer

I hereby certify that the foregoing  
is a true copy of a document  
by Gloucester Township Council on  
22 April 2019  
  
Twp. Clerk



**APPENDIX 6**  
**BLACKWOOD/SOUTHWINDS REDEVELOPMENT PLAN COURT ORDER**

BISGAIER HOFF, LLC  
2 Eastwick Drive - Suite 101  
Gibbsboro, NJ 08026  
(856) 784-1370  
Richard J. Hoff, Jr., Esquire  
Attorneys for Plaintiff

|                                                                                                                                                                |                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| HILL CREEK, LLC,<br><br>Plaintiff,<br><br>vs.<br><br>THE TOWNSHIP OF GLOUCESTER AND<br>THE PLANNING BOARD OF THE<br>TOWNSHIP OF GLOUCESTER,<br><br>Defendants. | SUPERIOR COURT OF NEW JERSEY<br>LAW DIVISION - CAMDEN COUNTY<br><br>Docket No.: GLO-L-2428-08 P.W.<br><br>CIVIL ACTION<br><br><b>ORDER OF DISMISSAL PURSUANT TO<br/>R. 4:37-1(b)</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

THIS MATTER having been opened to the Court by Bisgaier Hoff, LLC attorneys for Plaintiff, Hill Creek, L.L.C. ("Plaintiff"), Richard J. Hoff, Jr., Esquire appearing, with the assent of Michael McKenna, attorney for Defendants, the Township of Gloucester and the Planning Board of the Township of Gloucester (the "Defendants"), and based upon the attached Agreement, consent of counsel and for good cause being shown:

IT IS on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 determined that pursuant to: (a) the terms of the Settlement Agreement of Litigation entered into between the Plaintiff, Hill Creek, LLC, and Defendants, the Township of Gloucester and the Planning Board of the Township of Gloucester, a true and correct copy of which is attached hereto as Exhibit "1," which was

executed after public notice and a public hearing on the terms of such Settlement Agreement; and (b) the consent of the parties as evidenced by their undersigned counsel, all claims in this matter are dismissed with prejudice and without costs to any party pursuant to R. 4:37-1(a) of the New Jersey Rules of Court with the following clarifications: (1) at Whereas (3<sup>rd</sup>) on page 2 of the Settlement Agreement, the original reference to a reduced project size of a maximum of 483 units was a typographical error and has been appropriately revised to reflect the correct unit count of a maximum of 481 units. The Parties agree that the maximum unit count for the Project is 481 total units. (2) The effective date of the Settlement Agreement is December 23, 2009.

BY THE COURT:

FRANCIS J. ORLANDO, JR., A.J.S.C.

We hereby approve and consent to the form and contents of this Order.

|                                                                                                                                                                                                         |                                                                                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BISGAIER HOFF, LLC,<br>Attorneys for Plaintiff,<br>Hill Creek, LLC,<br><br><br>By: <u>Richard J. Hoff, Jr., Esq.</u> | Michael McKenna, Esquire<br>Attorneys for Defendants, the<br>Township of Gloucester and the<br>Planning Board of the Township<br>of Gloucester<br><br>By: <u>Michael McKenna, Esquire</u> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**SETTLEMENT AGREEMENT OF LITIGATION**

***Hill Creek, Inc. v. Township of Gloucester and the Planning Board of the Township of Gloucester, Docket No.: L-2428-08***

This Settlement Agreement of Litigation (this "Agreement") is entered into this \_\_\_\_\_ of December, 2009 by and between Plaintiff, Hill Creek, ~~Inc.~~ **LLC** ("Hill Creek") with a business address of 39 Cooper Street, Woodbury, New Jersey 08096, New Jersey, and the Township of Gloucester (the "Township") with a business address of 1261 Chews Landing Road, Blackwood, New Jersey, 08012 and the Planning Board of the Township of Galloway (the "Planning Board") with a business address of 1261 Chews Landing Road, Blackwood, New Jersey, 08012. Hill Creek, the Township and the Planning Board are sometimes hereinafter individually referred to as "Party" and collectively as the "Parties."

**W I T N E S S E T H:**

**WHEREAS (1st)**, Hill Creek is the owner of approximately 56.5 acres within the Township which property is identified on the tax maps of the Township as Block 10801, Lots 6 and 10, and Block 10899, Lots 1, 2 and 3 (collectively and hereinafter referred to as the "Property");

**WHEREAS (2nd)**, on or about May 8, 2007 Hill Creek submitted an application for preliminary subdivision and site plan approval of the Property (the "Application")

 WHEREAS (3rd), the Application originally sought the development of four hundred ninety (497) residential units (now reduced to 487), of which 100 units are reserved for low income and moderate income households in furtherance of the Township's constitutional obligations pursuant to *Southern Burlington Cty. N.A.A.C.P. v. Tp. of Mt. Laurel*, 67 N.J. 151 (1975) ("Mount Laurel I"), *Southern Burlington Cty. N.A.A.C.P. v. Tp. of Mt. Laurel*, 92 N.J. 158 (1983) ("Mount Laurel II") and the regulations of the New Jersey Council on Affordable Housing ("COAH") as well as stormwater management facilities, open space and recreation facilities, roadway improvements and other associated site improvements on the Property (the "Project");

WHEREAS (4th), during the review process for the Application, the Planning Board raised concerns relative to the sufficiency of the information presented in support of the Application and the Project's ability, as proposed, to maintain safe and sufficient circulation with the Project and goals of the Blackwood West redevelopment Plan;

WHEREAS (5th), at its June 10, 2008, hearing the Planning Board denied the Application (the "Denial");

WHEREAS (6th), the Plaintiff appealed the Planning Board's Denial (the "Litigation");

WHEREAS (7th), during the pendency of the Litigation, Hill Creek, and representatives of the Township and the Planning

Board have met to discuss a potential, collective resolution of the Litigation;

**WHEREAS (8th)**, during such settlement discussions, Hill Creek and representatives of the Township and Planning Board developed a revised concept plan for Project that would allow Hill Creek to address the Planning Board's concerns (the "Revised Project");

**WHEREAS (9th)**, the Parties, rather than proceed with potentially protracted and costly proceedings with respect to the Litigation have agreed to terms that will settle the Litigation;

**NOW, THEREFORE**, in consideration of the premises, terms and conditions set forth herein, intending to be legally bound hereby, the Parties agree as follows:

**1. Incorporation of Recitals.** The Parties incorporate the foregoing recitals as incorporated herein and made a part hereof.

**2. Purpose of Agreement.** The purpose of this Agreement is to allow for an amicable settlement of the Litigation. In order to accomplish the foregoing objectives, the Parties further define their rights and obligations as follows:

**3. Obligations of the Hill Creek.** Hill Creek, through execution of this Agreement, agrees to perform the following:

**a. Presentation of Revised Project.** Within one hundred twenty (120) days of the Court's approval of this Agreement,

Hill Creek shall submit a preliminary major subdivision and major site plan application for the Revised Project (the "Amended Application"). The Amended Application shall be in the form generally consistent with the concept plan attached hereto as Exhibit "A," but in no event shall the Amended Application propose more than three hundred eighty one (381) market rate, residential units and shall maintain at least a 100 foot (100') buffer between the buildings within the Revised Project and existing single family dwellings located on East Court and West Court. In submitting the Revised Application, Hill Creek shall be entitled to rely on the information, reports and/or documents submitted in support of the Application to the extent that such information, reports and/or documents remain applicable to the Revised Project.

**b. Construction of Affordable Housing Units on the Property.** Hill Creek has agreed, as part of the Revised Project to construct up to one hundred (100) units, which units shall be reserved for family low income and moderate income households as such households are defined by COAH regulations (the "Affordable Units"). The Affordable Units are to be located in the area generally depicted at Exhibit "A." Hill Creek agrees to maintain the Affordable Units as rental units, in accordance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 and the regulations of the New Jersey Council on Affordable Housing, N.J.A.C. 5:96-1 et seq., N.J.A.C. 5:97-1 et seq. (collectively "COAH Regulations"). It is understood by the Parties that the current land use regulations for the Property do not permit, by right, the construction of one hundred (100) Affordable nonage-restricted Units on the Property, but would only allow for the construction of seventy six (76) Affordable family nonage-restricted Units. As such, the Amended Application shall propose the construction of seventy six (76)

Affordable Units. However, if the Township adopts the redevelopment amendment contemplated by Section 4(a), below, to allow for the construction of additional Affordable Units on the Property, Hill Creek agrees to submit an amended application to allow for the approval of not more than one hundred (100) Affordable Units on the Property.

**c.Submission of Additional Information with Revised Application.** So as to address the Planning Board's concerns relative to the sufficiency of information presented with the Application, Hill Creek agrees that the Amended Application shall include, at a minimum, sufficient information to address the following areas of Planning Board concerns and/or provide additional information related to:

- i.Additional Soil borings at proposed pond areas;
- ii.Curb Radii throughout Revised Project;
- iii.Sight triangles;
- iv.Traffic circulation plan;
- v.Horizontal curves throughout Revised Project;
- vi.Parking schedule;
- vii.Bedroom count;
- viii.Club House parking;
- ix.On Street parking;
- x.Garage Door design;
- xi.Parking Covenants;
- xii.Drainage calculation data;
- xiii.Perched water table;
- xiv.Basin bottom;



xv. Access to basin No.9;  
xvi. Wingwall construction detail;  
xvii. Basin # 1 design;  
xviii. Basin infiltration;  
xix. Stormwater design calculations;  
xx. Revised stormwater management design and details;  
xxi. Drainage swales to be noted on plans;  
xxii. Retaining walls details with final construction details to be submitted at time of final;  
xxiii. Spot elevation clarification;  
xxiv. Address concerns of and/or meet with the fire marshall; and  
xxv. Lighting details to be provided.

**d. Withdrawal of COAH Objection.** Within forty-five (45) days of the Planning Board's approval of the Amended Application, Hill Creek shall withdraw its previously submitted objection to the Township's Affordable Housing Compliance Plan currently pending before COAH.

**4. Obligations of the Planning Board.** The Planning Board, through execution of this Agreement, agrees to perform the following:

a. Consideration of the Amended Application. The Planning Board, through execution of this Agreement, agrees that within sixty (60) days of receipt of the Amended Application, it shall schedule the Amended Application for a public hearing. In the event that the Amended Application cannot be concluded in one (1) evening, the Planning Board agrees to continue the Amended Application at the next public meeting, listing the

Amended Application as first on the Planning Board's agenda. The Planning Board further agrees to consider all variances and waivers that may be necessary to allow for the approval of the Amended Agreement as contemplated by the concept plan depicted at Exhibit "A." The Planning Board further agrees to waive all Application fees associated within the Amended Application. The review fees in connection with the Amended Application shall comply with the provisions of N.J.S.A. 40:55D-53.2(e).

**5. Obligation of the Township.** The Township, through execution of this Agreement, agrees to perform the following:

**a. Amended Redevelopment Plan to Accommodate Additional Affordable Units.** The Township agrees to cooperate with Hill Creek and the Planning Board in facilitating the terms of this Agreement, including, but not limited to considering a revision to the redevelopment plan for the Property to allow for the construction of one hundred (100) Affordable Units. If, within ninety (90) days of the date of this Agreement, the Township has failed/refused to adopt a revision to the current redevelopment plan to allow for the construction of one hundred (100) Affordable Units on the Property, Hill Creek shall have no continuing obligation to construct one hundred (100) Affordable Units and the Township recognizes and agrees that the extent of Hill Creek's obligation to construction Affordable Units shall be limited to the seventy six (76) units currently required by the redevelopment plan for the Property.

**6. Captions.** Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and substantive provisions of this Agreement.

7.**Cooperation.** The Parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement.

8.**Entire Agreement.** This Agreement, including its prefatory statements, background recitals and exhibits, constitutes the entire Agreement between the Parties with respect to the resolution of the portion of the Litigation involving the Parties. No representative, agent or employee of any Party has been authorized to make any representations and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alterations shall be binding unless reduced to writing and signed by the Parties.

9.**Validity.** In the event that any provision of this Agreement shall be held to be invalid, unenforceable or void, the Parties shall, within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent and resubmit the same for the Court's review and approval.

10.**Construction.** This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey. Jurisdiction with respect to any litigation related to this Agreement by way of enforcement or post-judgment relief shall exclusively be in the Superior Court of New Jersey

for Camden County. Service of any complaint, motion or judgment enforcement proceedings may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby consent to service of process in such manner and waive any other service of process. Process may be affected by written notice pursuant to the terms hereof for notices. The Parties expressly waive a trial by jury in any such litigation or proceedings.

11. Parties Bound and Assignment. The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

12. Notice by and Among the Parties. All notices required under this Agreement shall be in writing and shall be given by facsimile or by certified mail, return receipt requested, or by Fedex, UPS or a similarly recognized receipted overnight delivery service. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications or receipts used, and all times for performance based upon such notices shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows or to any successor designated by the respective recipient:

To: Hill Creek, ~~Inc.~~ LLC  
Attn.: James Joyce  
ADDRESS 2515 Boston St #1206  
Baltimore, MD 21224  
With Copies to:

Richard J. Hoff, Jr., Esquire  
Flaster/Greenberg P.C.  
1810 Chapel Avenue West  
Cherry Hill, NJ 08002

To: Township Clerk  
Township of Gloucester  
1261 Chews Landing Road  
Blackwood, New Jersey, 08012

With Copies to:

TOWNSHIP SOLICITOR

To: Planning Board Secretary  
Gloucester Township Planning Board  
1261 Chews Landing Road  
Blackwood, New Jersey, 08012

With Copies to:

Michael McKenna, Esq.  
648 Longwood Avenue  
State Hwy 38 and Longwood Avenue  
Cherry Hill, NJ 08002

13. **Counterpart Signature.** This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately following the delivery of a facsimile counterpart, the sending Party shall deliver a counterpart with the original execution page.

IN WITNESS WHEREOF, the Parties and/or their authorized representatives have signed this Agreement.

Witness:

Hill Creek, Inc.

By: James Joyce  
James Joyce  
Title:

Date: Dec 23, 2009

STATE OF ~~NEW JERSEY~~ Maryland

SS.:  
COUNTY OF ~~CAMDEN~~ Baltimore

I CERTIFY that on December 23, 2009,  
James Joyce personally came before me and acknowledged  
under oath, to my satisfaction, that he is named in and  
personally signed this Settlement Agreement of Litigation  
("Agreement") as the \_\_\_\_\_ of Hill Creek, Inc., a  
party to the Agreement, with full authorization of behalf of  
Hill Creek, Inc., and that Hill Creek, Inc., enters into this  
Agreement in consideration of and for the terms and conditions  
it contains.

My Commission expires  
03/01/11

B.E. Trusty  
(Notary)

Attested by:

Gloucester Township  
A Municipal Corporation of the  
State of New Jersey

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attested by:

Gloucester Township  
A Municipal Corporation of the  
State of New Jersey

Notary Public

By: Cindy Rau-Hatton

Print Name: Cindy Rau-Hatton

Print Title: Mayor

Date: Dec. 17, 2009

ACKNOWLEDGMENT

STATE OF NEW JERSEY       )  
                                          ) SS.:  
COUNTY OF CAMDEN       )

I certify that on December 22, 2009,  
Rosemary DeJoria, personally came before me and stated  
to my satisfaction that this person: (a) signed, sealed and  
delivered the attached document as Municipal Clerk of the  
Township of Gloucester, a body corporate and politic of the  
State of New Jersey, named in this document; (b) was authorized  
to and did execute this document as the  
Municipal Clerk, of the Township of Gloucester, the  
entity named in this document; and (c) executed this document as  
the act of the entity named in this document.

Carol Riggins  
NOTARY PUBLIC

CAROL RIGGINS  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 10-20-2010

\_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2009

ACKNOWLEDGMENT

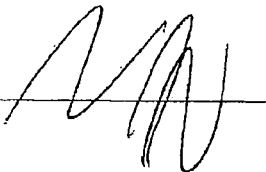
STATE OF NEW JERSEY       )  
                                      ) SS.:  
COUNTY OF CAMDEN        )

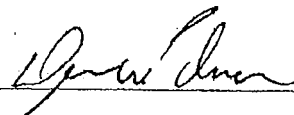
I certify that on \_\_\_\_\_, 2009,  
\_\_\_\_\_, personally came before me and stated  
to my satisfaction that this person: (a) signed, sealed and  
delivered the attached document as \_\_\_\_\_ of the  
Township of Gloucester, a body corporate and politic of the  
State of New Jersey, named in this document; (b) was authorized  
to and did execute this document as the  
\_\_\_\_\_, of the Township of Gloucester, the  
entity named in this document; and (c) executed this document as  
the act of the entity named in this document.

\_\_\_\_\_  
NOTARY PUBLIC

Attested by:

Gloucester Township Planning Board  
A Municipal Corporation of the  
State of New Jersey



By: 



Print Name: DENNIS W PALMER

Print Title: CHAIRMAN

Date: 12-8, 2009

ACKNOWLEDGMENT

STATE OF NEW JERSEY           )  
                                          ) SS.:  
COUNTY OF CAMDEN         )

I certify that on Dec 8, 2009,  
Dennis Palmer, personally came before me and stated  
to my satisfaction that this person: (a) signed, sealed and  
delivered the attached document as CHAIRMAN of the  
Gloucester Township Planning Board, a body corporate and politic  
of the State of New Jersey, named in this document; (b) was  
authorized to and did execute this document as the  
CHAIRMAN, of the Township of Gloucester  
Township Planning Board, the entity named in this document; and  
(c) executed this document as the act of the entity named in  
this document.

  
NOTARY PUBLIC         Michael J McKenna  
                                          NJ Attorney

**APPENDIX 7**  
**PROPOSED BLACKWOOD/SOUTHWINDS REDEVELOPMENT PLAN**  
**AMENDMENT**

0-17-\_\_\_

**ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF NEW JERSEY ADOPTING AMENDMENT NO. 3 AMENDING ORDINANCE O-04-13 ENTITLED THE BLACKWOOD WEST REDEVELOPMENT PLAN IN ACCORDANCE WITH N.J.S.A. 40A:12A-1 ET SEQ., LOCAL REDEVELOPMENT AND HOUSING LAW.**

**WHEREAS**, the Township of Gloucester (the "Township"), in the County of Camden, State of New Jersey, has designated an area within the Township, known as the Blackwood West Redevelopment Area, as being in need of redevelopment pursuant to N.J.S.A. 40A:12-1 *et seq.*; and

**WHEREAS**, in order to stimulate redevelopment the Township has adopted by Ordinance O-04-13 the Blackwood West Redevelopment Plan; and

**WHEREAS**, the Blackwood West Redevelopment Plan, as Amended by Ordinances O-05-12 (Amendment No. 1) and O-06-31 (Amendment No. 2) encompasses an area known as the Blackwood West Redevelopment Area; and

**WHEREAS**, the Township of Gloucester and the Planning Board of the Township of Gloucester entered into a Settlement Agreement of Litigation with Hill Creek, LLC (Docket No.: L-2428-08) for development of four hundred eighty one (481) residential units on approximately 56.5 acres on property identified as Block 10801, Lots 6 and 10 and Block 10899, Lots 1, 2 and 3 of the Blackwood West Redevelopment Area that have remained undeveloped; and

**WHEREAS**, the Settlement Agreement of Litigation identifies up to one hundred (100) residential units of the four hundred eighty one (481) residential units shall be reserved for family (nonage-restricted) rental low income and moderate income households as defined by the Council On Affordable Housing (COAH) regulations in furtherance of the Township's affordable housing constitutional obligation; and

**WHEREAS**, the Settlement Agreement of Litigation required the Planning Board of the Township of Gloucester to consider an application for preliminary major subdivision and site plan, which was approved by Planning Board Resolution No. 051024RDCPPSP adopted on February 08, 2011 providing for two hundred twenty one (221) multi-family units, one hundred fifty eight (158) townhouse units, and a ninety six (96) unit low and moderate income family (nonage-restricted) rental apartment building; and

**WHEREAS**, the Settlement Agreement of Litigation also requires the Blackwood West Redevelopment Plan be amended to allow for the construction of not more than one hundred (100) affordable rental units for low and moderate income family (nonage-restricted) households; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-7, a Governing Body may adopt, revise or amend a redevelopment plan for an "area in need of redevelopment"; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-7, the Planning Board has recommended the changes set forth in this Ordinance pursuant to Planning Board Resolution \_\_\_\_\_; and

**WHEREAS**, the Township Council has reviewed and accepted the recommendation of the Planning Board and has determined that it is in the best interest of the Township to adopt this Third Amendment to the Blackwood West Redevelopment Plan in accordance with requirements of the Settlement Agreement of Litigation.

**NOW THEREFORE BE IT ORDAINED** by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey, that Ordinance O-04-13, known as the Blackwood West Redevelopment Plan as prepared by the consulting firm Clarke ♦ Caton ♦ Hintz dated June 28, 2004 is hereby amended, as follows:

SECTION 1. That the Development Regulations entitled "Mingus Run Redevelopment Zone (M-RD), Section E. titled "General District Requirements," Subparagraph 4(b) is hereby amended by adding the following:

"i. EXCEPTION:

- (1) The twenty (20) percent minimum age-restricted requirement shall not apply to the Southwind, LLC application approved by Planning Board Resolution No. 051024RACPPSP adopted February 08, 2011 as per the Township of Gloucester and the Planning Board of the Township of Gloucester Settlement Agreement of Litigation with Hill Creek, LLC (Docket No.: L-2428-08).

SECTION 2. All ordinances and provisions thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

SECTION 3. If any section, subsection or part, clause or phrase of this Ordinance shall be declared invalid by judgment of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of the ordinance.

SECTION 4. This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced:

Adopted:

ATTEST:

\_\_\_\_\_  
TOWNSHIP CLERK

\_\_\_\_\_  
PRESIDENT OF COUNCIL

\_\_\_\_\_  
MAYOR

## **APPENDIX 8**

### **LAKELAND PHASE 2 REDEVELOPMENT PLAN**

**LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1)  
REDEVELOPMENT PLAN**

**Report to the Gloucester Township Council**

**As recommended by the Gloucester Township Planning Board on February 25<sup>th</sup>, 2020**

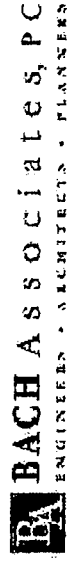


Steven M. Bach , PE, RA, PP, CME



Candace A. Kanaplie, AICP, PP

The original of this document was signed and  
sealed in accordance with NJAC 13:47-13.b



**304 White Horse Pike, Haddon Heights, NJ 08035  
(856) 546-8611 • Fax (856) 546-8612**

**LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1)  
REDEVELOPMENT PLAN**

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## LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN

### **GOALS AND OBJECTIVES**

Because it assumed that the Camden County Health and Executive Campus (Lakeland Complex) would remain a government facility, the 1999 Gloucester Township Master Plan did not plan for any re-use of the area. The Township has zoned the entire complex for institutional use. As discussed in the redevelopment needs study, Camden County no longer requires most of the vacant land at Lakeland. It seeks to work with Gloucester Township to return the property to productive uses that will benefit the Township, County, and surrounding communities.

For this reason, the parties have agreed to proceed with a second phase redevelopment plan for Block 12302, Lot 2 at the northwest of the intersection of Barnsboro Road and Blackwood-Mt Pleasant Road. The tract on Block 12302 is an expansive area, with approximately 94.6 acres of developable vacant uplands. The tract contains wetlands, uplands, woodlands and is vacant. Camden County also has identified the wetlands system along the South Branch of the Big Timber Creek. Existing County facilities, single family and multi-family neighborhoods surround this tract, but major roads, creeks and vegetated wetlands buffer it from those areas.

The County and Township's mutual interests in the Phase 2 (Block 12302, Lot 1) redevelopment of the Lakeland Complex on Block 12302, Lot 1 can be summarized in the following goal:

***Redevelop Block 12302 Lot 1 of the Lakeland Complex for uses consistent with:***

- a. Local fair share housing goals,***
- b. local and regional land use and/or conservation management plans,***
- c. local area development patterns, and***
- d. smart growth planning principles.***

This redevelopment plan is composed of a series of elements and other provisions designed to implement these goals. Each of the elements contains individual objectives to be accomplished by a series of implementation recommendations.

Land Use Element Objectives:

- ☐ Provide opportunities for infill development of uses that would complement existing County capital investments.

### **LAND USE ELEMENT**

The Camden County Health and Executive Campus (Lakeland Complex) and adjacent parts of Gloucester, Deptford and Washington townships are within the State Plan's Suburban (PA-2) Planning Area, which is designated to absorb most of the State's growth over the next twenty years. The area is characterized by existing and planned residential neighborhoods and automobile-oriented commercial and industrial centers. Because it is not located along any major highways, significant commercial and industrial redevelopment at the Lakeland Complex is not likely at this time. The preponderance of a variety of housing types in the Lakeland area indicates the general market preference for residential development. The Phase 1 Lakeland Complex currently contains Senior housing and the recent Housing Element and Fair Share Plan has slated the remaining 150 units to be built for Veterans Supportive Housing or multifamily apartments. A variety of housing types are needed within the Township to accommodate all needs of current and future residents. These dwelling types would include a mix of Single Family Homes, Townhouses and apartments. The area



## LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN

would provide families with a mix of housing types and would be inclusive of affordable housing mixed throughout the development. Phase 2 of the Lakeland Redevelopment would create an all-inclusive community of veterans, seniors and families, furthering Gloucester Township's ability to provide housing for all types of residents.

The following chart summarizes current and proposed uses in the redevelopment area.

| Block | Lot | Acreage | Current Use                                                                   | Proposed Uses                                                             | Owner  |
|-------|-----|---------|-------------------------------------------------------------------------------|---------------------------------------------------------------------------|--------|
| 12302 | 1   | 180.4   | Vacant cleared land, woodlands, uplands and forested wetlands. Misc building. | Inclusionary Single Family Detached dwellings, Townhouses and apartments. | COUNTY |

### Pre-existing, non-conforming land uses and structures

Continuation of uses not identified as permitted principal, accessory or conditional uses, and the structures occupied by those uses, shall be allowed in accordance with the provisions of the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.) and other pertinent laws. Voluntary and forcible removal of those uses and structures, however, may be occur under the provisions of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.), Eminent Domain Act (N.J.S.A. 20:3-1 et seq.), New Jersey Relocation Assistance Law (N.J.S.A. 52:31B-1 et seq.), New Jersey Relocation Assistance Act (N.J.S.A. 20:4-1 et seq.), etc.

Expansion of pre-existing, non-conforming uses, and the structures occupied by those uses is discouraged, as they are inconsistent with and detrimental to the land use policies in the adopted Township master plan and this Redevelopment Plan. However, the lawful use, improvement, sale and disposal of such properties shall not be prohibited. Continuation of the county's statutory prerogative to continue its current operations at the Lakeland Complex shall not be adversely affected by the implementation of this redevelopment plan or the recommended Gloucester Township land development ordinance amendments.

### Development / Design Standards

Implementation of the redevelopment plan will require amendments to the existing Gloucester Township zoning district map and land development ordinance to delineate Block 12302 Lot 1 of the redevelopment area as the Lakeland Mixed Residential Inclusionary LL-MRI) zoning district. The specific intent of this new zoning district is to provide a combination of housing types that are inclusionary, to implement Phase 2 of the Lakeland Complex redevelopment plan and to conform to the Housing Element and Fair Share Plan.

#### Land Use Element Objectives:

- ☐ Provide opportunities for infill development of uses that would provide a variety of inclusive housing opportunities for low and moderate income families.

#### Implementation Recommendations

- Amend the Land Use Ordinance to permit MRI-type uses in Block 12302, as described above.

## LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN

- Provide private sector incentives, if necessary, for redevelopment of MRI-type uses on Block 12302.

### STATUTORY REQUIREMENTS

1. Relationship to Definite Local Objectives:

The purpose of the Phase 2 Redevelopment Plan is to address the Township's and County's Lakeland re-use objectives and other community development issues raised in Township's master plan and Housing Element and Fair Share Plan. The Phase 2 Redevelopment Plan, which focuses on redevelopment of the land in the northeast quadrant of the county property, is consistent with the Township's Master Plan, Fair Share Plan, as well as County smart growth objectives.

2. Proposed Land Uses and Building Requirements:

The Phase 2 Redevelopment Plan identifies that the uses in Phase 2 shall be redeveloped to provide a mix of inclusionary housing opportunities that will include apartment, townhouse and single-family detached dwellings consistent with the Township's Fair Share Plan. This would occur while preserving the much of the woodlands and wetlands that are located on the property. The Phase 2 redevelopment plan would allow those permitted principal and accessory uses and structures, with the same densities and area, yard, height, building coverage and other general requirements, as describe on page 11 of this plan. Landscaping, buffering and other site improvement issues shall be addressed through the development review and approval process for individual redevelopment projects, in accordance with the Township's Land Development Ordinance.

These standards shall be used for the implementation of this Redevelopment Plan, and should be incorporated into the current Township Master Plan and Land Development Ordinance through their respective statutory amendment processes. Developments, including those requiring site plans and subdivisions, within the Redevelopment Area shall be governed by the respective Gloucester Township codes regarding such development. The land uses identified within this Redevelopment Plan shall be used as the Redevelopment Area's land use plan, until the Land Development Ordinance is amended to correlate with the Redevelopment Plan.

3. Identification of Properties to be Acquired:

Implementation of this Lakeland Phase 2 Redevelopment Plan will not require the acquisition any property. The County owns the redevelopment area tract.

4. Relocation Provisions

Because no properties will be acquired, The Redevelopment Entity does not need to provide any opportunity of relocation within the Township limits to the fullest extent of the New Jersey Relocation Assistance Law (N.J.S.A. 52:31B-1 et seq.) and the New Jersey Relocation Assistance Act (N.J.S.A. 20:4-1 et seq.).

5. Relationship to the Municipal Land Use Law:

The Phase 2 Redevelopment Plan conforms to the general intent and scope of the Municipal Land Use Law. Redevelopment projects requiring site plan and subdivision approval by the Gloucester Township Planning Board or Zoning Board of Adjustment will

## **LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN**

be submitted to the Planning Board for review and approval, in accordance with the New Jersey Local Redevelopment and Housing Law (N.J.S.A. 40A:12-1 et seq.). Those requiring County Planning Board approval will be submitted for their review and approval also.

The land use and development standards provided in the Redevelopment Plan are designed to be primarily consistent with those in the current Township Land Development Ordinance, however, they have been modified to allow sufficient flexibility for successful redevelopment within the Phase 2 Study Area Redevelopment Area. In cases where there is a difference between the standards in the Land Development Ordinance and those in the Redevelopment Plan, the uses and standards specified in the Redevelopment Plan shall supercede those in the ordinance. Uses identified as restricted and prohibited in the Township of Gloucester shall be restricted and prohibited in the Redevelopment Area, as well. In essence and fact, the uses and standards provided in this Redevelopment Plan shall be considered a new zoning district, the Lakeland Redevelopment Phase 2 Zoning District.

Expansion of pre-existing, non-conforming uses, and the structures in which they are located, is discouraged, as they are inconsistent with and detrimental to the land use policies in this Redevelopment Plan.

### **6. Gloucester Township Master Plan:**

The Phase 2 Redevelopment Plan has been developed from and is consistent with the Gloucester Township Master Plan, as updated and amended. It has been designed to implement its recommendations.

## **LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN**

### **CONFORMANCE WITH OTHER PLANS**

The Phase 2 Redevelopment Plan is consistent with the Intent and Policy Objectives of the Suburban Planning Area (PA2) in the 2001 State Development and Redevelopment Plan (SDRP), as well as the preliminary 2004 SDRP. The Lakeland Phase 2 Redevelopment Plan supercedes the 1971 Camden County Future Land Use Plan, which indicates the area be dedicated for "services" commercial and industrial uses for this area. The County identified its Lakeland property for "services" thirty-three years ago to recognize its then existing institutional complex. The complex and the County's institutional service delivery systems have changed markedly since that time, as indicated in the previously approved redevelopment needs study. The anticipated use has changed and the County no longer has a need for the subject area.

### **REDEVELOPMENT ENTITY AND REDEVELOPER(S)**

The Governing Body of the Township of Gloucester shall designate a Redevelopment Entity to implement this Lakeland Phase 2 Redevelopment Plan and undertake the redevelopment projects in the area designated by this plan as the Phase 2 Study Area Redevelopment Area. The Township anticipates that the Camden County Improvement Authority will be dedicated as the Redevelopment Entity.

When necessary for the implementation of this plan, the designated Redevelopment Entity shall enter into a contract(s) with a Redeveloper(s) for any construction or other improvements forming part of this Redevelopment Plan.

The Redeveloper shall agree to retain interest in the project until the completion of construction, development and/or improvements of the specific project. The Redeveloper shall agree not to lease, sell or transfer interest or any part thereof without written prior approval of the Redevelopment Entity.

### **GENERAL PROVISIONS**

The following general provisions shall apply to this Redevelopment Plan:

1. Land use provisions and building requirements for the Phase 2 Study Area Redevelopment Area are deemed necessary as minimum requirements in the interest of public health, safety and general welfare. They are intended to provide a frame of reference for physical development of the designated Redevelopment Area and as context for development in neighboring area. Developers and designated redevelopers (hereinafter Redevelopers) may be given flexibility in project planning and design, so long as building and other improvements reflect quality, permanence and physical integration through design elements and quality construction. The Township of Gloucester cannot anticipate every possible design or land use solution for the variety of issues involved in this Redevelopment Plan. Redevelopment proposals will be evaluated as to how they appropriately achieve the redevelopment goal and objectives of this plan, as outlined in this document
2. The Redevelopment Entity and the Township of Gloucester Planning Board, and its respective advisory committees, specifically reserve the right to review and approve a Redeveloper's plans, pro forma / marketing analyses, construction documents and specifications, and other development application submission materials that it may deem necessary to

## **LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN**

determine a project's conformance to the Redevelopment Plan. Such a review also shall be based on submissions to both agencies of a site context plan locating the proposed project in the Redevelopment Area; a site plan; and building elevations. All design changes must be approved by both agencies, or their designees, prior to their execution.

3. As part of the final site plan approval process, the Planning Board may require a redeveloper to furnish performance guarantees pursuant to N.J.S.A. 40:55D-53. Such performance guarantees shall be approved by the Township Engineer and Township Attorney. The amount of such performance guarantees shall be determined by the Township Engineer and shall be sufficient to assure completion of improvements within two years of final site plan approval.
4. Interim uses, such as surface parking lots, may be established, subject to finding by the Planning Board that such uses will not have an adverse effect upon existing or contemplated development during the interim use. The Planning Board will determine a time during which the interim use will be permitted. No interim use approval shall be granted for more than two years; extensions may be granted at the Planning Board's discretion for a maximum of two additional two-year periods.
5. Subdivision of lots and tax parcels within the Redevelopment Area shall be in accordance with the requirements of this plan and the Township's Subdivision Ordinance. Subdivisions or combinations of parcels that conflict with the proposed rights-of-way in the Redevelopment Plan's circulation element shall not be approved.
6. Redevelopers shall comply with the requirements of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.).
7. No building shall be constructed over a right-of-way or utility easement in the Redevelopment Area without prior written approval of the Redevelopment Entity and the Township's Public Works and Code Enforcement offices.
8. Utility easements, when necessary, shall be provided by Redevelopers and approved by the Township's Public Works and Code Enforcement offices. Such easements shall be provided within seven working days after completion of project construction.
9. Any plans or plats approved by the Township of Gloucester, or its agencies and subsidiaries, prior to the adoption of this Redevelopment Plan shall not be subject to the requirements of this plan.
10. The Redevelopment Entity will agree to ensure compliance with Title VI of the Civil Rights Act of 1964, and Title VII as amended in March 1972, and with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975 and other regulations issued by the State of New Jersey and the Township of Gloucester.

## **LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN**

### **PUBLIC IMPROVEMENTS**

Existing water, sewer and roadway facilities serving the Phase 2 Study Area Redevelopment Area will require upgrading to meet future needs. Such improvements, e.g., any future widening of or sidewalks along Barnsboro-Salina Road (Route 748) and Blackwood-Mount Pleasant Road (Route 749), should be provided by the redeveloper as part of the development review process. Redevelopers will be required to participate in on-site and off-tract infrastructure improvements for the Redevelopment Area, in proportion to the size of their projects. Additional water, sanitary sewer, and storm sewer planning issues will be addressed as part of a future Lakeland master plan process.

### **TYPES OF PROPOSED REDEVELOPMENT ACTIONS**

Upon adoption of the Phase 2 Redevelopment Plan, the Redevelopment Entity may proceed with the clearance, re-planning, development and redevelopment of the areas delineated in the plan. In order to undertake and effectuate the purposes of the Municipal Redevelopment and Housing Law and the Township Master Plan, the Redevelopment Entity may:

1. Undertake redevelopment projects, and for this purpose, issue bonds in accordance with provisions of Section 29 of P.L. 1992, C.29;
2. Form public-private partnerships for development of the Redevelopment Area;
3. Provide for public improvements necessary to support redevelopment;
4. Select Redevelopers to implement all or part of the projects for this Redevelopment Area, in accordance with this Redevelopment Plan and all applicable local, state and federal requirements;
5. Enter upon any buildings or property in the Redevelopment Area to conduct investigations or make surveys, soundings or test borings necessary to carry out the purposes of this plan;
6. Acquire by condemnation any land or building which is necessary for a redevelopment project, pursuant to the provisions of the Eminent Domain Act of 1971 (N.J.S.A. 20-3-1 et seq.);
7. Clear any owned or acquired area, and install, construct or reconstruct streets, facilities, utilities and site improvements essential to the preparation of sites for use in accordance with the Redevelopment Plan;
8. Prepare, or arrange by contract, for the provision of professional services and the preparation of plans by registered architects and landscape architects, licensed professional engineers or planners, or other consultants, to carry out redevelopment projects;

## **LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN**

9. Arrange, or contract with public agencies or Redevelopers, for re-planning, construction or undertaking of any project or redevelopment work, or any part thereof;
10. Negotiate and collect revenue from a Redeveloper to defray the costs of the Redevelopment Entity, including where applicable the costs incurred with bonds, notes or other obligations issued by the Redevelopment Entity, and to secure payment of such revenue as part of any such arrangement or contract;
11. Provide for extension of credit or making of loans to Redevelopers to finance any project or redevelopment work, or upon finding that the project or redevelopment work would not be undertaken but for the provision of financial assistance, provide as part of an arrangement or contract for capital grants to Redevelopers;
12. Arrange or contract with public agencies or Redevelopers, for the opening, grading or closing of streets, roads, roadways, alleys or other such place, or for the furnishing of facilities or for the acquisition by such agency of property options or property rights, or for furnishing of property or services in connection with this Redevelopment Plan;
13. Lease or convey property or improvements to any other party, without public bidding, and at such prices and upon such terms as it deems reasonable, provided that the lease of conveyance is made in conjunction with this Redevelopment Plan, notwithstanding the provisions of any law, rule or regulation to the contrary;
14. Arrange or contract with a public agency for relocation of residents or commerce displaced from or within the Redevelopment Area, pursuant to the Relocation Assistance Laws of 1967 (N.J.S.A. 52:31B-1 et seq.) and the Relocation Assistance Law of 1971 (N.J.S.A. 20:4-1 et seq.);
15. Make, consistent with this Redevelopment Plan, plans for carrying out a program of voluntary repair and rehabilitation of buildings and improvements; and plans for the enforcement of laws, codes and regulations relating to the use and occupancy of buildings and improvements, and the compulsory repair, rehabilitation, demolition or removal of buildings and improvements;
16. Publish and disseminate information concerning the Redevelopment Plan or any area or project noted within;
17. Improve vehicular and pedestrian circulation in the Redevelopment Area through roadway design and redesign, improved signal timing, signage and paving;
18. Improve the infrastructure and streetscape within the Redevelopment Area and on adjacent streets as redevelopment takes place;
19. Improve the condition of public park, trails and other spaces recreational purposes;

## **LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN**

20. Demolish acquired vacant structures that cannot be cost-effectively rehabilitated;
21. Develop and adopt design guidelines and a design review process that will govern all new development within the Redevelopment Area.

### **TIME LIMITS**

Redevelopers of specific projects within the Phase 2 Study Area Redevelopment Area shall begin the development of land and construction of improvements within a reasonable period of time to be determined in a contract between the Redevelopment Entity and its designated Redevelopers (N.J.S.A. 40A:12A-8(f)).

### **PROCEDURES FOR AMENDMENTS**

The Phase 2 Redevelopment Plan may be amended from time to time upon compliance with the appropriate sections of the Local Redevelopment and Housing Law (N.J.S.A. 40A-7). It is anticipated that this plan may be amended upon completion of Camden County's future Facilities Master Plan for the Lakeland Complex.

### **SUPERCEDENCE, REPEAL AND SEVERABILITY**

All ordinances or parts of ordinances inconsistent with the Phase 2 Redevelopment Plan are hereby repealed to the extent of such inconsistency only.

If any standards, control, objectives, land uses, permitted uses, and other restrictions and requirements called for in this Redevelopment Plan differ in content from provisions set forth in the Township of Gloucester Land Development Ordinance or other land development regulations, the provisions in this Redevelopment Plan, unless otherwise specified, shall prevail.

If any provision or regulation of this Redevelopment Plan shall be judged invalid by court or competent jurisdiction, such order or judgment shall not affect or invalidate the remainder of the Redevelopment Plan and the governing body's redevelopment ordinance, which are hereby declared severable and shall remain in full force and effect.

### **MULTI-FAMILY MID-RISE DESIGN STANDARDS**

All Phase 2 redevelopment area multi-family mid-rise residential developments shall comply with the following requirements:

1. The maximum tract size for mid-rise residential developments shall be 20 acres.
2. Gross density shall not exceed 25 dwelling units per acre. 20% Affordable housing set aside is required.



**LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1)  
REDEVELOPMENT PLAN**

3. The maximum building height of a principal building shall be 6 stories and the minimum height shall be 3 stories, exclusive of elevator towers.
4. The minimum required front and side yard building setbacks of the mid-rise structure shall be 30 feet and shall be increased 10 feet for each additional story above 3 stories. In no case shall the minimum side or rear yard be less than 60 feet.
5. No mid-rise structure shall be closer than 120 feet to another mid-rise structure.
6. A maximum 65% of the total area of a mid-rise residential development may be covered by structures, paving, and/or any impervious surfaces.
7. At least 20% of the tract shall be common open space. The use of the common open space shall be limited to active and passive recreation or the preservation of natural vegetation and wildlife habitats. Open space adjacent to the structure shall be graded and seeded to provide a thick strand of grass or other ground cover material. All such landscaping and the provision of trees and shrubs shall comply with the standards set forth in this chapter. The Planning Board, in reviewing plans, shall determine that the landscaping plan is designed to optimize solar access and protect buildings from prevailing winter winds.
8. The maximum number of parking stalls per unit shall be in accordance with the New Jersey Residential Site Improvement Standards.
9. Parking may be permitted on the ground floor or below ground, provided it shall not be more than two levels below ground, and provided that, except for necessary driveways, no accessory parking garage or area shall be visible from any public street or road.
10. Buildings shall be located to front toward and relate to either a public street or public open space, both functionally and visually.
11. The siting of the building upon the tract shall be determined to afford maximum solar gain and minimum effects from prevailing winter winds and to assure that the siting does not result in the excessive blockage of solar access for adjoining properties and structures.

## **LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN**

12. All mid-rise structures shall incorporate energy conservation techniques and the utilization of alternative sources of energy to the maximum extent practical. The applicant shall submit an Energy Conservation Analysis and Report to the Planning Board for its review at the time of submitting the original application.
13. Service areas, loading docks, solid waste and recycling facilities and other service areas shall be placed to the rear or side of buildings in visually unobtrusive locations. All trash, garbage and recycling disposal facilities shall be properly screened by enclosures or buffering composed of suitable fencing, masonry walls or shrubbery at least six feet in height around the perimeter of the facilities. Fencing and walls shall not be more than 50% opaque on the vertical surfaces.
14. All air conditioning units, HVAC systems, exhaust pipes or stacks, elevator housing and satellite dishes and other telecommunications receiving devices shall be screened from view from the ground level of the public rights-of-way and adjacent properties, by using walls, fencing, roof elements, parapet walls, architectural enclosures, penthouse-type screening devices or landscaping.
15. All mid-rise structures shall include at least 1 elevator.
16. Provisions shall be made in any mid-rise structure to provide access for the handicapped residents.
17. Washing and drying facilities shall be provided within the multi-family principal structure in an amount equal to or greater than one washer and one dryer for each floor contained therein. All such facilities shall be placed in convenient locations for the use of the occupants.
18. All mid-rise structures shall be equipped with security systems designed to prevent unwanted or unauthorized intrusion of the building, unless 24 hours doorman services is to be provided. The security system shall permit two-way communication between each apartment unit and the entrance area to provide residents with a means of identifying persons wishing to gain admittance.
19. Any mid-rise residential development shall provide community areas and recreational facilities to meet the social service needs of the residents within the development. The design and maintenance of any community areas and recreational facilities shall be the responsibility of the developer.
20. Pedestrian walks shall be provided wherever normal pedestrian traffic will occur. Pedestrian walks shall be hard-surfaced in accordance with the controlling specifications and standards.

## **LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN**

21. There shall be a minimum storage area in each building for bicycles, carriages, furniture, and similar incidental equipment of items, equal to 70 square feet in area by a minimum of seven feet in height per multifamily apartment unit.
22. All installations of utilities shall be underground and all residential developments shall have public sewerage facilities and water supply available prior to development or made available by the developer.
23. All developments shall provide sufficient illumination of the streets, roads, access drives, parking areas, dwelling entrances and pedestrian walks. The site lighting plan shall be subject to the review and approval of the Planning Board.
24. Buildings and structures (including infrastructure) shall be designed to relate to the human scale, using modular elements (such as doors and windows), facade treatments and design details to display a variety of sizes, from large to small.

### **TOWNHOUSE DESIGN STANDARDS**

All Phase 2 redevelopment area townhouse residential developments shall comply with the following requirements:

1. The maximum tract size for townhouse residential developments shall be 48 acres.
2. Gross density shall not exceed 8 dwelling units per acre. 20% Affordable housing set aside is required.
3. The maximum building height of a principal building shall be 3 stories and the minimum height shall be 2 stories.
4. The minimum required front and side yard building setbacks of the townhouse structure shall be 30 feet. In no case shall the minimum side or rear yard be less than 60 feet.
5. No townhouse structure shall be closer than 120 feet to another mid-rise structure.
6. The maximum number of townhouses shall be 8 and the minimum shall be 4 townhouses linked together.
7. A maximum 65% of the total area of a townhouse residential development may be covered by structures, paving, and/or any impervious surfaces.

## **LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN**

8. At least 20% of the tract shall be common open space. The use of the common open space shall be limited to active and passive recreation or the preservation of natural vegetation and wildlife habitats. Open space adjacent to the structure shall be graded and seeded to provide a thick strand of grass or other ground cover material. All such landscaping and the provision of trees and shrubs shall comply with the standards set forth in this chapter. The Planning Board, in reviewing plans, shall determine that the landscaping plan is designed to optimize solar access and protect buildings from prevailing winter winds.
9. The maximum number of parking stalls per unit shall be in accordance with the New Jersey Residential Site Improvement Standards.
10. Buildings shall be located to front toward and relate to either a public street or public open space, both functionally and visually.
11. The siting of the building upon the tract shall be determined to afford maximum solar gain and minimum effects from prevailing winter winds and to assure that the siting does not result in the excessive blockage of solar access for adjoining properties and structures.
12. All structures shall incorporate energy conservation techniques and the utilization of alternative sources of energy to the maximum extent practical. The applicant shall submit an Energy Conservation Analysis and Report to the Planning Board for its review at the time of submitting the original application.
13. Solid waste and recycling facilities and other service areas shall be placed to the rear or side of buildings in visually unobtrusive locations. All trash, garbage and recycling disposal facilities shall be properly screened by enclosures or buffering composed of suitable fencing, masonry walls or shrubbery at least six feet in height around the perimeter of the facilities. Fencing and walls shall not be more than 50% opaque on the vertical surfaces.
14. All air conditioning units, HVAC systems, exhaust pipes or stacks, elevator housing and satellite dishes and other telecommunications receiving devices shall be screened from view from the ground level of the public rights-of-way and adjacent properties, by using walls, fencing, roof elements, parapet walls, architectural enclosures, penthouse-type screening devices or landscaping.
15. Any townhouse residential development shall provide community areas and recreational facilities to meet the social service needs of the residents within the development. The design and maintenance of any community areas and recreational facilities shall be the responsibility of the developer.

## **LAKELAND COMPLEX PHASE 2 (BLOCK 12302, Lot 1) REDEVELOPMENT PLAN**

16. Pedestrian walks shall be provided wherever normal pedestrian traffic will occur. Pedestrian walks shall be hard-surfaced in accordance with the controlling specifications and standards.
17. All installations of utilities shall be underground and all residential developments shall have public sewerage facilities and water supply available prior to development or made available by the developer.
18. All developments shall provide sufficient illumination of the streets, roads, access drives, parking areas, dwelling entrances and pedestrian walks. The site lighting plan shall be subject to the review and approval of the Planning Board.
19. Buildings and structures (including infrastructure) shall be designed to relate to the human scale, using modular elements (such as doors and windows), facade treatments and design details to display a variety of sizes, from large to small.

### **SINGLE FAMILY RESIDENTIAL DWELLING DESIGN STANDARDS**

All Phase 2 redevelopment area single family detached residential developments shall comply with the following requirements:

1. The maximum tract size for single family detached residential developments shall be 25 acres.
2. Gross density shall not exceed 4 dwelling units per acre. No Affordable housing set aside is required; however, the Affordable Housing Development Fee in accordance with Township Code will be required.
3. The maximum building height of a principal building shall be 3 stories.
4. The minimum required front and rear yard set back shall be 30 feet. Side yard building setbacks shall be 10 feet, 30 feet aggregate.
5. A maximum 65% of the total area of a single family lot may be covered by structures, paving, and/or any impervious surfaces.
6. The maximum number of parking per unit shall be in accordance with the New Jersey Residential Site Improvement Standards.



**Legend**

- Area in need of Redevelopment
- Wetlands
- County Boundary

**BACH ASSOCIATES, PC**  
 ENGINEERS • ARCHITECTS • PLANNERS  
 304 White Horse Pike Tel: 856-546-8611  
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Gloucester Township  
 Camden County, NJ

\*This map was developed using NAD83/USGS Geographic Information System (GIS) data. All other data has been verified by NAD83/USGS and is not state endorsed.

| Map Data & Sources                                     |                 |
|--------------------------------------------------------|-----------------|
| Data Source: New Jersey Geographic Information Network |                 |
| Scale: 1" = 200'                                       | Proj: GTP2015-1 |
| Date: March 1, 2019                                    |                 |
| Drawn by: Nicholas Bishop, EIT                         |                 |
| Prepared by: Candace Knaplus, AICP, PP 85942           |                 |

**LAKELAND REDEVELOPMENT  
 PHASE II**

0 200 400 800 1,200 Feet







| UNIT TYPES          | ACREAGE<br>(ORLANDS) | DENSITY       | TOTAL UNITS |
|---------------------|----------------------|---------------|-------------|
| SINGLE FAMILY HOMES | 25.8                 | 4 UNITS / AC  | 103         |
| TOWNHOUSES          | 48.0                 | 8 UNITS / AC  | 386         |
| APARTMENTS          | 20.8                 | 25 UNITS / AC | 520         |
| TOTAL:              |                      |               | 1,009       |

## PHASE II REDEVELOPMENT PLAN

**BACH ASSOCIATES, PC**  
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**#2**

March 30, 2022

**Re: In the Matter of the Application of the Township of Gloucester, County of Camden,  
Docket No. CAM-L-2610-15**

The following memorializes the terms of an amended agreement ("Agreement") reached between the Township of Gloucester ("Township"), 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. This Agreement, if and when approved by the court at a fairness hearing, will supersede the previous agreement dated March 5, 2018 and previously approved by the Court, as to the terms specifically amended by this Agreement. All terms not specifically amended by this Agreement will remain in full force and effect as previously approved by the Court.

The Township and FSHC hereby agree to the following amended terms:

1. The Township's plan to address its Prior Round obligation of 359 shall remain the same as shown in the following chart:

| Development                                                                               | Units      | Bonus     | Details                                                       |
|-------------------------------------------------------------------------------------------|------------|-----------|---------------------------------------------------------------|
| Quail Ridge                                                                               | 40         | 40        | Affordable Family Rental (existing)                           |
| Revere Run (1 Harbor Lane, Block 14102, Lot 17)                                           | 37         |           | Affordable Family For-Sale (existing)                         |
| Brittany Woods                                                                            | 29         | 29        | Affordable Family Rental (existing)                           |
| Valley Stream                                                                             | 8          |           | Affordable For-Sale (existing)                                |
| Revere Run III (Block 14102, Lot 17)                                                      | 79         | 20        | 100% Municipally Sponsored Family Rental (existing)           |
| Gloucester Twp Housing Authority Senior Campus I (227 Washington Ave, Block 12301, Lot 1) | 75         |           | 100% Senior Rental (existing)                                 |
| Multiple Sclerosis Association of America (Block 14202, Lot 11)                           | 2          |           | 2 of 24 units with surplus carried over to Round 3 (existing) |
| <b>Total</b>                                                                              | <b>270</b> | <b>89</b> | 270+89=359                                                    |

2. The Township's plan to address its Third Round obligation of 1,014 units shall be amended and addressed in the following chart:

| Development                                                                                      | Units      | Bonus      | Details                                                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------|------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Franklin Square Senior Village (Block 1501, Lot 6)                                               | 224        |            | Affordable Senior Rental (existing)                                                                                                                                                                                                                                                                               |
| Scenic Falls (Block 10612, Lot 1)                                                                | 99         | 99         | Family Rental Development (existing)                                                                                                                                                                                                                                                                              |
| Camden County Lakeland Complex Redevelopment Phase 1 (420 Turnersville Road, Block 12301, Lot 4) | 50         |            | Zoning adopted to permit inclusionary family apartments 25 du/a, 20% set-aside. 10 acres = 250 units (Per Lakeland Complex Phase 1 (Block 12301) Redevelopment Plan last amended by the Township Ordinance 0-20-04.)                                                                                              |
| Camden County Lakeland Complex Redevelopment Phase 1 (420 Turnersville Road, Block 12301, Lot 1) | 74         |            | Zoning adopted to permit inclusionary family apartments 25 du/a, 20% set-aside. 15 acres = 370 units (Per Lakeland Complex Phase 1 (Block 12301) Redevelopment Plan last amended by the Township Ordinance 0-20-04.)                                                                                              |
| Lakeland Redevelopment Area Phase 2: Block 12302, Lot 1                                          | 181        | 21         | Zoning adopted to permit family mix of housing types. Zoning adopted to permit inclusionary for apartments and townhouses. (Per Lakeland Complex Phase 2 (Block 12302, Lot 1) Redevelopment Plan last amended by Township Ordinance 0-20-05.                                                                      |
| Blackwood West (Southwind) Redevelopment Area (Block 1801, Lot 10 and Block 10899, Lots 1-3)     | 100        | 100        | Approved (not yet built) Family Rental Units, 13 units will be very low income. During the compliance phase of the litigation, the municipality shall demonstrate how this site provides a realistic opportunity, including for very low income units, in view of the existing approvals and court orders.        |
| Multiple Sclerosis Association of America (Block 14202, Lot 11)                                  | 22         | 22         | Remaining Units from Round 2 (existing)                                                                                                                                                                                                                                                                           |
| 1495 Chews Landing Road, Block 8401, Lot 12.02                                                   | 11         | 11         | Inclusionary Apartment overlay zone, maximum of 72 units (14 du/acre) with a 15% affordable set aside, 1 unit will be very low income. This zoning provides a realistic opportunity in view of the landowners' request for the property to be used for this purpose and its agreement to use it for this purpose. |
| Market to Affordable Program                                                                     | 0          | 0          | Maintain inclusion of Market to Affordable Program but eliminate all reference as to a need for specific number of units and eliminate implementation schedule.                                                                                                                                                   |
| <b>Total</b>                                                                                     | <b>761</b> | <b>253</b> | 761+253=1014                                                                                                                                                                                                                                                                                                      |

3. The parties also recognize that the Township has reached an agreement with CBD Real Estate Investments, LLC ("CBD"). CBD previously objected to the March 5, 2018 settlement agreement between the Township and FSHC. The Township's agreement with CBD provides for an inclusionary overlay zone and a requirement for the developer to make a contribution to the Township's affordable housing trust fund. Pursuant to this agreement CBD has agreed to withdraw its objection.
4. To the degree that any other items besides those specifically enumerated herein required by the terms of the March 5, 2018 settlement agreement have not yet been completed by the Township in accordance with the terms of the March 19, 2018 settlement agreement, those items, including but not limited to adoption of a revised Housing Element and Fair Share Plan, shall be completed no later than September 30, 2020. The parties agree to request the court schedule an amended fairness and final compliance hearing with appropriate notice no later than October 2020.
5. The Township agreed to pay FSHC's attorneys fees and costs in the amount of \$4,500 pursuant to a previous agreement dated March 19, 2018 between FSHC and the Township and approved by the Court at a duly-noticed fairness hearing held on May 4, 2018. The Township made that payment to FSHC on or about June 12, 2018. The Township agrees to pay FSHC's additional attorney's fees and costs in the amount of \$5,500 no later than 10 days after Court approval of this amended agreement.
6. All other terms of the March 5, 2018 settlement agreement between FSHC and the Township of Gloucester that was approved by the court on June 5, 2018 shall remain in full force and effect.

**TO FSHC:**

Joshua D. Bauers, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
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Telecopier: (856) 663-8182  
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**TO THE TOWNSHIP:**

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

Nancy Power, RMC, Municipal Clerk  
1261 Chews Landing Road  
Clementon, NJ 08021  
Phone:  
Facsimile: (856) 374 – 3527  
Email: [nanpower@glotwp.com](mailto:nanpower@glotwp.com)

Please sign below if these terms are acceptable.

On behalf of Fair Share Housing Center,

\_\_\_\_\_  
Joshua D. Bauers, Esq.  
Counsel for Intervenor/Interested Party  
Fair Share Housing Center

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
David F. Carlamere, Esq.  
Counsel for Township of Gloucester

Dated: \_\_\_\_\_