

# **Fourth Round Housing Element and Fair Share Plan**

Township of Edgewater Park  
Burlington County, New Jersey

**Adopted May 15, 2025**

Clarke Caton Hintz



**RESOLUTION NO. P-10-2025**  
**FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

**RESOLUTION OF THE PLANNING BOARD**  
**OF THE TOWNSHIP OF EDGEWATER PARK, COUNTY OF BURLINGTON**  
**ADOPTING THE FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

**WHEREAS**, on March 20, 2024, by P.L. 2024, c.2, the New Jersey Fair Housing Act (“FHA”), N.J.S.A. 52:27D-301, *et seq.*, was amended to include a methodology for the calculation of a municipalities’ Fourth Round need for providing very low-, low- and moderate-income housing; and

**WHEREAS**, on October 18, 2024, pursuant to the FHA, as amended, the New Jersey Department of Community Affairs (“DCA”) issued its report entitled “*Affordable Housing Obligations for 2025-2035 (Fourth Round)*” (the “Fourth Round Report”) setting forth therein the Present Need and Prospective Need obligations of all New Jersey municipalities, including the Township of Edgewater Park, for the Fourth Round housing cycle; and

**WHEREAS**, pursuant to the Fourth Round Report, the Township of Edgewater Park’s “present need” obligation was calculated as seventy-two (72) affordable units and the Township’s “prospective need” obligation was calculated at fifty-nine (59) affordable units; and

**WHEREAS**, on December 13, 2024, the New Jersey Administrative Office of the Courts adopted Directive #14-24, implementing the Affordable Housing Dispute Resolution Program (the “Program”) created by the March 20, 2024 amendments to the FHA, and established the process for municipalities to come into constitutional compliance with their Fourth Round affordable housing obligations; and

**WHEREAS**, in accordance with the FHA, Directive #14-24 and the Program, the Township Committee of the Township of Edgewater Park adopted Resolution No. 2025-29, on January 21, 2025, accepting the Township’s “present need” and “prospective need” affordable housing obligations as calculated and recorded in the Fourth Round Report; and

**WHEREAS**, on January 22, 2025, the Township of Edgewater Park filed its Complaint for Declaratory Judgment, pursuant to the FHA and in accordance with Section II.A of Directive #14-24 of the Program, seeking a certification of compliance with the FHA and seeking protection and repose against exclusionary zoning litigation for a ten (10) year period (July 1, 2025 to June 30, 2035); and

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**WHEREAS**, no objections were filed challenging the Township's calculations provided for in the Township's adopted January 21, 2025 binding resolution of its Fourth Round obligations; and

**WHEREAS**, on April 8, 2025, the Court issued its Order entitled "ORDER FIXING MUNICIPAL OBLIGATIONS FOR "PRESENT NEED" AND "PROSPECTIVE NEED" FOR THE FOURTH ROUND HOUSING CYCLE" fixing the Township's "present need" obligation as seventy-two (72) affordable units and "prospective need" obligation as fifty-nine (59) affordable units for the Fourth Round Housing Cycle and authorized the Township to proceed with the preparation and adoption of the Housing Element and Fair Share Plan for the Fourth Round incorporating the "present need" and "prospective need" allocations on or before June 30, 2025; and

**WHEREAS**, the Township's Affordable Housing Planning Consultant, Mary Beth Lonergan, PP, AICP (New Jersey Professional Planner License No. 4288) with the assistance of Isabel Rodriguez, PP, AICP, Clarke Caton Hintz, PC, prepared the Township's Fourth Round Housing Element and Fair Share Plan (HEFSP), dated May 1, 2025, addressing the Township's Fourth Round "present and prospective need" affordable housing obligations; and

**WHEREAS**, a signed and sealed original HEFSP was on file with the Township Clerk as of May 5, 2025;

**WHEREAS**, on May 15, 2025, a Public Hearing, duly noticed in accordance with N.J.S.A. 40:55D-13, was held by the Planning Board for the HEFSP; and

**WHEREAS**, during the May 15, 2025 Public Hearing, Mary Beth Lonergan conducted a presentation to the Planning Board and interested members of the public concerning the HEFSP and Board Members and the public were afforded the opportunity to make comments and ask questions concerning the HEFSP; and

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the Township of Edgewater Park as follows:

1. **HEARING ON THE FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN.** The Board at its regular meeting on May 15, 2025, reviewed the HEFSP and afforded the public with an opportunity to make comments and ask questions.

2. **FINDINGS AND CONCLUSIONS OF THE BOARD.** The Board, following the opportunity for public comments, finds that the Fourth Round Housing Element and Fair Share

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Plan is consistent with the goals and objectives of the Township's Master Plan and Master Plan Re-examination Report, and that the adoption and implementation of the HEFSP is in the public interest, protects public health and safety and promotes the general welfare and provides a realistic opportunity for the Township of Edgewater Park to address the Township's Fourth Round Housing Cycle present need obligation of seventy-two (72) affordable units and the prospective need obligation of fifty-nine (59) affordable units in accordance with the FHA, the Fourth Round Report, Directive #14-24 and Township Resolution No. 2025-29.

3. **ADOPTION OF THE FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN.** The Planning Board of the Township of Edgewater Park, by this Resolution, adopts the HEFSP as the housing plan element of the Township's Master Plan, in accordance with N.J.S.A. 40:55D-28(b)(3).

4. **SEVERABILITY.** If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

5. **AVAILABILITY OF THIS RESOLUTION.** A copy of this Resolution shall be available for public inspection at the Office of the Planning Board of the Township of Edgewater Park and shall be provided to the Township of Edgewater Park for filing with the Court within 48 hours after adoption of this Fourth Round HEFSP in accordance with the FHA, the Program's Directive #14-24 and April 8, 2025 Court Order.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately.

Board Member	Yes	No	Abstain	Absent	Motion
Marian Johnson, Chairperson	X				
Kenneth Kauker, Vice Chairperson	x				1 <sup>st</sup>
Stephen Malecki				X	
Phillip Aaronson	x				
Sarah Cannon-Moye	X				
Vincent Smith	x				
Edward Black	x				
Gwendolyn Bonner	x				2 <sup>nd</sup>
Bonnie Tumminia	x				
Sharon D'Errico, Alt. 1				X	
Anthony Williams, Alt. 2				X	



**RESOLUTION NO. P-10-2025  
FOURTH ROUND HOUSING ELEMENT AND FAIR SHARE PLAN**

**CERTIFICATION**

I hereby certify that this foregoing Resolution is a true memorializing resolution, as adopted by the Planning Board of the Township of Edgewater Park, County of Burlington, in accordance with its decision at its regular meeting on May 15, 2025.

**EDGEWATER PARK PLANNING BOARD**

**Attest:**

  
\_\_\_\_\_  
**PATRICIA CAHALL, Secretary**

**By:**

  
\_\_\_\_\_  
**MARIAN JOHNSON, Chairwoman**

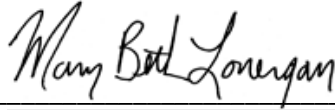
Dated: May 15, 2025

# Fourth Round Housing Element and Fair Share Plan

Township of Edgewater Park  
Burlington County, New Jersey

Adopted May 15, 2025

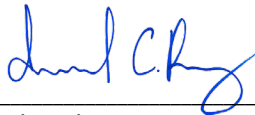
*Prepared By:*



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Mary Beth Lonergan, PP, AICP  
New Jersey Professional Planner License 4288

With the assistance of



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Isabel Rodriguez, PP, AICP  
New Jersey Professional Planner License 6554

**CLARKE CATON HINTZ, PC**  
100 Barrack Street  
Trenton, New Jersey 08608  
(609) 883-8383

A signed and sealed original is on file with the Township Clerk.

## **Edgewater Park Township Committee**

**Jeffry Daloisio, Mayor**  
**Sarah Cannon-Moye, Deputy Mayor**  
**William "Bill" Belgard III**  
**Juanita Scott**  
**Stephen Malecki**

**Tom Pullion, Township Administrator**  
**Patricia A. Clayton, RMC, Municipal Clerk**  
**Evan Crook, Township Solicitor**  
**Kelly Grant, Esq. and Arden Walker, Esq., Affordable Housing Special Counsel**  
**Ryan McCarthy, PE, CME, Township Engineer**

## **Edgewater Park Township Planning Board**

**Marion Johnson, Chair**  
**Kenneth Kauker, Vice Chair**  
**Stephen Malecki, Class I**  
**Philip Aaronson, Class II**  
**Sarah Cannon-Moye, Class III**  
**Marion Johnson, Class IV**  
**Kenneth Kauker, Class IV**  
**Vincent Smith, Class IV**  
**Gwendolyn Bonner, Class IV**  
**Bonnie Tumminia, Class IV**  
**Edward Black, Alternate #1**  
**Sharon D'Errico, Alternate #2**

**Patricia Cahall, Planning Board Secretary**  
**Thomas Coleman, Planning Board Solicitor**  
**Rakesh Darji, PE, PP, CME, CFM, Planning Board Engineer**  
**Patrick VanBernum, AICP, Planning Board Planner**

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## EXHIBITS

- Exhibit A:** April 8, 2025 Order Setting Fourth Round Obligation, January 22, 2025 Declaratory Judgment Filing of the Township's Fourth Round Obligation and Binding Resolution.
- Exhibit B:** July 11, 2019 Court Order Granting the Township a Final Judgment of Third Round Compliance and Repose (JOR)
- Exhibit C:** August 27, 2024 Court Order Approving the Amended Settlement Agreement Between the Township of Edgewater Park and Fair Share Housing Center and the Executed Settlement Agreement
- Exhibit D:** Cooperative Agreement between the Township of Edgewater Park and the County of Burlington for Participation in the County's Rehabilitation Program; Documentation of Home Rehabilitations Completed in Edgewater Park through the County's Program
- Exhibit E:** Local Renter-Occupied Rehabilitation Program Documentation
- Exhibit F:** The Courtyards Deed Restriction
- Exhibit G:** Crediting Documentation for Alternative Living Arrangements
- Exhibit H:** Fox Run Crediting Documentation
- Exhibit I:** Crediting Documentation for Eagle Chase Site
- Exhibit J:** Crediting Documentation for Ariel Mixed Use Site
- Exhibit K:** Crediting Documentation for Edgewater Park Senior Apts. (Walters Group) Site
- Exhibit L:** Market-to-Affordable Program Crediting Documentation
- Exhibit M:** Affordable Housing Ordinance
- Exhibit N:** Preliminary Fourth Round Affirmative Marketing Plan
- Exhibit O:** Resolution Appointing the Municipal Housing Liaison
- Exhibit P:** Development Fee Ordinance
- Exhibit Q:** Fourth Round Spending Plan

## EXECUTIVE SUMMARY

This Fourth Round Housing Element and Fair Share Plan (“HEFSP”) has been prepared for the Township of Edgewater Park (“Township” or “Edgewater Park”) of Burlington County, in accordance with the New Jersey Fair Housing Act (“FHA”) at N.J.S.A. 52:27D-310 as amended by P.L. 2024 c.2, the Administrative Directive #14-24, and the rules of the New Jersey Council on Affordable Housing (“COAH”) contained at N.J.A.C. 5:93 et seq. There are four (4) components to a municipality’s affordable housing obligation: the Fourth Round Present Need or Rehabilitation Share, the Prior Round obligation, the Third Round obligation, and the Fourth Round obligation. The Township’s affordable housing obligations are as follows:

- Fourth Round Present Need/Rehabilitation Obligation: 72
- Prior Round Obligation: 30
- Third Round Gap and Prospective Obligation: 120
- Fourth Round Prospective Obligation: 59

Regarding rehabilitation, Edgewater Park will continue its participation with Burlington County’s Home Improvement Loan Program and with the local rental-rehabilitation program that was established in November 2017, and will provide funding from the affordable housing trust fund necessary to supplement the cost to satisfy its obligation.

The Township has fully satisfied the Prior Round obligation (1987-1999) of 30 through the following mechanisms: eight (8) of 39 completed affordable family rental units from The Courtyards inclusionary development, seven (7) of 58 approved 100% affordable senior rental units from the Edgewater Park Senior Apartments (Walters Group), seven (7) units/bedrooms from three (3) completed alternative living arrangement facilities, and eight (8) Prior Round rental bonuses.

The Township has fully satisfied the Third Round obligation (1999-2025) of 120 through the following mechanisms: 31 of 39 completed affordable family rental units from The Courtyards inclusionary development, 19 of 20 family for-sale affordable units at Fox Run inclusionary development, four (4) of 24 completed family affordable rental units at Eagle Chase that recently received temporary certificates of occupancy (TCO’s), two (2) units from a completed market-to-affordable program, four (4) units/bedrooms from a completed alternative living arrangement, 30 of 58 approved 100% affordable senior rental units from Edgewater Park Senior Apts., and 30 Third Round rental bonuses.

The Fourth Round Prospective obligation (2025-2035) of 59 will be addressed through the following mechanisms: one (1) of 20 family for-sale units at Fox Run inclusionary development, 20 of 24 completed family affordable rental units at Eagle Chase that recently received TCO’s, seven (7) family affordable rental units from the approved Ariel Mixed Use inclusionary development, four (4) bedrooms from an alternative living arrangement facility under renovation, 13 of 58 approved 100% affordable senior and supportive housing rental units from Edgewater Park Senior Apts. (Walters Group), and 14 Fourth Round bonuses.

## AFFORDABLE HOUSING JUDICIAL AND LEGISLATIVE BACKGROUND

In the 1975 Mount Laurel decision<sup>1</sup>, the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide diversity and choice in the housing types permitted in the municipality, including housing for low- and moderate-income households. In its 1983 Mount Laurel II decision,<sup>2</sup> the New Jersey Supreme Court extended to all municipalities with any “growth area” as designated in the State Development Guide Plan (now superseded by the State Development and Redevelopment Plan, or SDRP) the obligation to provide their “fair share” of a calculated regional need for affordable units. Mount Laurel II also introduced a “builder’s remedy” if a municipality was not providing its fair share of affordable housing. A builder’s remedy may permit a developer that is successful in litigation the right to develop what is typically a higher density multi-family project on land not zoned to permit such use, so long as a “substantial” percentage of the proposed units would be reserved for low- and moderate-income households.

In 1985, in response to Mount Laurel II, the New Jersey Legislature enacted the Fair Housing Act (“FHA”).<sup>3</sup> The FHA created the Council on Affordable Housing (“COAH”) as an administrative body responsible for oversight of municipalities’ affordable housing efforts, rather than having oversight go through the courts. The Legislature charged COAH with promulgating regulations (i) to establish housing regions; (ii) to estimate low- and moderate-income housing needs; (iii) to set criteria and guidelines for municipalities to use in determining and addressing their fair share obligations, and (iv) to create a process for the review and approval of municipal housing elements and fair share plans.

### COAH’s First and Second Rounds, 1987-1999

COAH created the criteria and regulations for municipalities to address their affordable housing obligations. COAH originally established a methodology for determining municipal affordable housing obligations for the six-year period between 1987 and 1993,<sup>4</sup> which period became known as the First Round. This methodology established an existing need to address substandard housing that was being occupied by low- and moderate-income households (variously known as “present need” or “rehabilitation share”), and calculated future demand, to be satisfied typically, but not exclusively, with new construction (“prospective need” or “fair share”).

The First Round methodology was superseded in 1994 by COAH’s Second Round regulations.<sup>5</sup> The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 census data. These regulations identified a municipality’s cumulative obligations for the First and Second Rounds. Under regulations adopted for the Third Round, a

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<sup>1</sup> Southern Burlington County NAACP v. Township of Mount Laurel, 67 N.J. 151 (1975)

<sup>2</sup> Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983)

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

<sup>4</sup> N.J.A.C. 5:92-1 *et seq.*

<sup>5</sup> N.J.A.C. 5:93-1.1 *et seq.*



municipality's obligation to provide affordable housing for the First and Second Rounds is referred to cumulatively as the Prior Round obligation.

### **COAH's Third Round and Related Judicial and Legislative Activity, (1999-2025)**

The FHA had originally required housing rounds to be for a six-year period for the First and Second Rounds. In 2001, the time period increased to a 10-year period consistent with the Municipal Land Use Law ("MLUL"). In order to utilize 2000 census data, which hadn't yet been released, COAH delayed the start of the Third Round from 1999 to 2004, with the Third Round time period initially ending in 2014. In December 2004, COAH's first version of the Third Round rules<sup>6</sup> became effective, and the 15-year Third Round *time period* (1999 – 2014) was condensed into an affordable housing *delivery period* from January 1, 2004, through January 1, 2014.

The 2004 Third Round rules marked a significant departure from the methods utilized in COAH's Prior Round. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. These Third Round rules implemented a "growth share" approach that linked the production of affordable housing to residential and non-residential development in a municipality.

On January 25, 2007, a New Jersey Appellate Court decision<sup>7</sup> invalidated key elements of the first version of the Third Round rules, including the growth share approach, and the Court ordered COAH to propose and adopt amendments to its rules. COAH issued revised rules effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008), which largely retained the growth share approach.

Just as various parties had challenged COAH's initial Third Round regulations, parties challenged COAH's 2008 revised Third Round rules. On October 8, 2010, the Appellate Division issued its decision on the challenges.<sup>8</sup> The Appellate Division upheld the COAH Prior Round regulations that assigned rehabilitation and Prior Round numbers to each municipality, but invalidated the regulations by which the agency assigned housing obligations in the Third Round, again ruling that COAH could not allocate obligations through a growth share formula. Instead, the Appellate Division directed COAH to use methods similar to those used in the First and Second Rounds.

#### ***Third Round Judicial Activity***

After various challenges were filed, on September 26, 2013, the New Jersey Supreme Court upheld the Appellate Court decision<sup>9</sup> and ordered COAH to prepare the necessary rules. COAH failed to adopt new rules, and more challenges ensued.

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<sup>6</sup> N.J.A.C. 5:94-1 and 5:95-1

<sup>7</sup> In re Adoption of N.J.A.C. 5:94 and 5:95, 390 N.J. Super. 1 (2007)

<sup>8</sup> In re Adoption of N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462 (2010)

<sup>9</sup> In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013)

On March 10, 2015, the New Jersey Supreme Court issued a ruling on Fair Share Housing Center’s (“FSHC’s”) Motion in Aid of Litigant’s Rights, which became known as Mount Laurel IV.<sup>10</sup> In this decision, the Court transferred responsibility for reviewing and approving housing elements and fair share plans from COAH to designated Mount Laurel trial judges, declaring COAH “moribund.” Municipalities were now to apply to the Courts, instead of COAH, if they wished to be protected from exclusionary zoning lawsuits. The Mount Laurel trial judges, with the assistance of a Court-appointed Special Adjudicator, were tasked with reviewing municipal plans much in the same manner as COAH had done previously. Those towns whose plans were approved by the Court received a Judgment of Compliance and Repose, the court equivalent of COAH’s substantive certification.

While the New Jersey Supreme Court’s decision set a process in motion for towns to address their Third Round obligation, the decision did not assign those obligations. Instead, that was to be done by the trial courts, although ultimately most towns entered into settlement agreements to set their fair share obligations. The Court stated that municipalities should rely on COAH’s Second Round rules (N.J.A.C. 5:93) and those components of COAH’s 2008 regulations that were specifically upheld, as well as the FHA, in their preparation of Third Round housing elements and fair share plans.

On January 17, 2017, the New Jersey Supreme Court rendered a decision<sup>11</sup> that found that the period between 1999 and 2015, now known as the “gap period,” when no valid affordable housing regulations were in force, generated an affordable housing obligation. This obligation required an expanded definition of the municipal Present Need obligation to include the unaddressed housing needs of low- and moderate-income households that had formed during the gap period. This meant that the Third Round municipal affordable housing obligation would now comprise the following components: Present Need (rehabilitation), Prior Round (1987-1999, new construction), Gap Need (1999-2015, new construction), and Prospective Need (Third Round, 2015 to 2025, new construction).

### ***Third Round Legislative Activity***

In addition, the New Jersey Legislature has amended the FHA several times in recent years.

On July 17, 2008, P.L. 2008 c. 46 (referred to as the “Roberts Bill” or “A500”) was enacted, which amended the FHA in a number of ways. Key provisions included the following:

- It established a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing;
- It eliminated new regional contribution agreements (“RCAs”) as a compliance technique available to municipalities; previously a municipality could fund the transfer up to 50% of its fair share to so called “receiving” municipalities;

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<sup>10</sup> In re Adoption of N.J.A.C. 5:96 & 5:97, 221 NJ 1 (2015)

<sup>11</sup> In Re Declaratory Judgment Actions Filed by Various Municipalities, 227 N.J. 508 (2017)

- It added a requirement that 13% of all affordable housing units be restricted to very low-income households, which it defined as households earning 30% or less of median income; and
- It added a requirement that municipalities had to commit to spend development fees within four years of the date of collection. This was later addressed in a Superior Court decision which found the four-year period begins at the time the Court approves the municipal spending plan.<sup>12</sup>

In July 2020, the State amended the FHA again to require, beginning in November 2020, that all affordable units that are subject to affirmative marketing requirements also be listed on the state's Affordable Housing Resource Center website.<sup>13</sup> All affordable housing affirmative marketing plans are now required to include listing on the State Affordable Housing Resource Center website.

### **The Fourth Round (2025-2035)**

On March 20, 2024, the FHA was amended again (as were other statutes). This amendment, P.L. 2024 c.2:

- Formally abolishes COAH;
- Requires the state Department of Community Affairs ("DCA") to promulgate municipal obligations using an adjusted methodology. These obligations are to be considered advisory, not binding;
- Establishes a timeline within which municipalities need to adopt and submit binding resolutions stipulating to their Fourth Round fair share obligations, in order for them to retain their immunity from exclusionary-zoning lawsuits;
- Requires the New Jersey Housing and Mortgage Finance Agency ("HMFA") and DCA to update rules and standards governing affordable housing production, trust funds, and affordable housing administration;
- Establishes a Court-based Affordable Housing Dispute Resolution Program ("Program") that will be responsible for challenges to municipalities' affordable housing obligation determinations and compliance efforts;
- Establishes a longer control period – 40 years, rather than 30 years – for new affordable rental units;
- Changes the criteria for affordable housing bonuses, making various additional categories of affordable housing eligible for bonuses;

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<sup>12</sup> In the Matter of the Adoption of the Monroe Township Housing Element and Fair Share Plan, and Implementing Ordinances (2015)

<sup>13</sup> <https://www.nj.gov/njhrc/>

- Establishes a timeline within which municipalities need to take various steps toward adoption of a Housing Element and Fair Share Plan, in order for them to retain their immunity from exclusionary-zoning lawsuits;
- Establishes new reporting and monitoring procedures and deadlines for both affordable units and affordable housing trust funds, and assigns oversight for reporting and monitoring to DCA.

In December 2024, the Administrative Office of the Courts issued Administrative Directive #14-24, establishing procedures for implementation of the Program and for municipalities to file their Fourth Round Declaratory Judgment (“DJ”) filings, etc. As detailed under the section covering requirements of an HEFSP, the Administrative Directive also set requirements for what must be included in a compliant Fourth Round HEFSP.

This plan has been prepared to meet the requirements of the FHA as most recently amended, as well as the 2024 Administrative Directive and all applicable regulations.

## **EDGEWATER PARK TOWNSHIP’S AFFORDABLE HOUSING HISTORY**

On September 27, 2002, Edgewater Park received a Second Round Judgment of Compliance and Repose (“JOR”) from the Superior Court, which granted repose for a period of six (6) years. The Township’s Second Round JOR included the settlement of prior litigation in the matter Josephine R. Wells, et al. v. Township of Edgewater Park et al., Docket No. BUR-L-2653-01 by virtue of a 2001 agreement between the plaintiff and Township.

The Court approved the Township’s Second Round HEFSP addressing a 30-unit Prior Round new construction obligation and a 20-unit Second Round rehabilitation obligation. The 2002 JOR stated that the Township was eligible for a total of 78 credits to be used to address its combined 50-unit Prior Round new construction and rehabilitation obligation. Prior to the expiration of the Township’s Second Round JOR and after the issuance of the Appellate Division’s decision of January 25, 2007 regarding the validity of COAH’s” initial Third Round rules, the Court extended immunity until after COAH’s revised rules became effective.

Thereafter, on October 22, 2008, the Township filed a Third Round Declaratory Judgment (“DJ”) action with the Superior Court, pursuant to N.J.S.A. 52:27D-313, seeking “(a) a protective Order by the Court barring proceedings challenging its Master Plan and zoning regulations while it remains under the Court’s jurisdiction, and (b) a Declaratory Judgment verifying full compliance with the FHA and granting a 10-year period of repose for its Third Round Compliance Plan.” On December 18, 2008, the Township adopted a Third Round HEFSP and on December 31, 2008, the Township submitted its full petition package to the Superior Court. During the pendency of the Township’s 2008 DJ action, COAH’s revised Third Round Rules were under challenge in the courts and eventually invalidated on October 8, 2010. In an Order of September 28, 2011, the Court granted the Township continued immunity until new Third Round obligations were determined.

As discussed above, on March 10, 2015, the NJ Supreme Court issued its Mt. Laurel IV decision. In accordance with the process laid out by the Supreme Court, Edgewater Park filed a Third Round DJ motion on July 6, 2015. Due to its prior Third Round DJ motion in the Superior Court, the Township was deemed to be a “participating municipality” per the NJ Supreme Court’s 2015 Mt. Laurel IV decision. The Township was granted immunity by the Court from exclusionary zoning lawsuits while the Township was negotiating the terms of the 2016 Third Round Settlement Agreement with FSHC. The Court approved this 2016 settlement agreement after a Fairness Hearing, by Court Order dated June 29, 2017.

The Township’s Planning Board adopted an Amended Third Round HEFSP on November 21, 2017, and the Township’s governing body endorsed it on November 21, 2017. After a Compliance Hearing, the Court granted a Conditional JOR on March 27, 2018 and a Final and Unconditional JOR on July 11, 2019, giving the Township immunity and protection from any Mount Laurel builder’s remedy actions through July 6, 2025. The Township’s 2019 Final and Unconditional Third Round JOR is included as Exhibit B.

After the issuance of the 2019 Final Third Round JOR, the Township and FSHC agreed that it would be acceptable for the Township to amend the earlier 2016 settlement agreement to include a 100% affordable senior housing development to further address its affordable housing obligations. The amended Agreement was signed on June 6, 2024 by Executive Director Adam M. Gordon, Esq. for FSHC and executed for the Township on June 18, 2024 by Mayor Juanita Scott. After a Fairness Hearing, the court approved the amended Settlement Agreement on August 27, 2024 (Exhibit C).

On January 21, 2025, the Township adopted a resolution declaring its Fourth Round Present Need of 72 and a Fourth Round Prospective Need of 59, based on DCA’s calculations. On January 22, 2025, Edgewater Park filed its Fourth Round DJ action with the Program/Superior Court, pursuant to the requirements of the amended FHA and the Administrative Directive #14-2024. The Township’s Fourth Round Present Need/Prospective Need resolution was uncontested. Thereafter, on April 8, 2025, the Superior Court issued an Order which accepted the Township’s Fourth Round Present Need/Prospective Need. The Township’s Fourth Round DJ Filing and the April 8, 2025 Order are included as Exhibit A.

## **AFFORDABILITY REQUIREMENTS AND INCOME LIMITS**

Affordable housing is defined under the amended FHA as a dwelling, either for sale or rent that is within the financial means of households of very-low, low- or moderate-income as income is measured within each housing region. Edgewater Park Township is in Region 5, which includes Burlington, Camden, and Gloucester Counties. These housing regions were established as part of the First Round rules. Moderate-income households are those with annual incomes greater than 50%, but less than 80% of the regional median income. Low-income households are those with annual incomes that are 50% or less of the regional median income. Very low-income includes those households with annual incomes of 30% or less of the regional median income.

Through the Uniform Housing Affordability Controls (“UHAC”) found at N.J.A.C. 5:80-26.1 et seq., the maximum rent for a qualified unit must be affordable to households that earn no more than 60% of the median income for the region. The average rent must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn no more than 70% of the median income. The average sale price must be affordable to a household that earns no more than 55% of the median income.

The regional median income is now defined in the amended FHA and continues to utilize HUD income limits on a regional basis. In the spring of each year HUD releases updated income limits which will be reallocated to the six (6) regions. It is from these income limits that the rents and sale prices for affordable units are derived. See Table 1 for 2024 income limits for Region 5 and Tables 2 and 3 for illustrative sale prices and gross rents from 2024 (the latest figures available). The sample rents and sale prices are illustrative and are gross figures which do not account for the specified utility allowance for rentals.

**Table 1. Sample 2024 Income Limits for Region 5**

<b>Household Income Levels</b>	<b>1 Person Household</b>	<b>2 Person Household</b>	<b>3 Person Household</b>	<b>4 Person Household</b>	<b>5 Person Household</b>
Median	\$80,290	\$91,760	\$103,230	\$114,700	\$123,876
Moderate	\$64,232	\$73,408	\$82,584	\$91,760	\$99,101
Low	\$40,145	\$45,880	\$51,615	\$57,350	\$61,938
Very Low	\$24,087	\$27,528	\$30,969	\$34,410	\$37,163

Source: Affordable Housing Professionals of New Jersey (“AHPNJ”) 2024 Affordable Housing Regional Income Limits

**Table 2. Illustrative 2024 Maximum Affordable Gross Rents for Region 5**

<b>Household Income Levels (% of Median Income)</b>	<b>1 Bedroom Unit Rent</b>	<b>2 Bedroom Unit Rent</b>	<b>3 Bedroom Unit Rent</b>
Moderate (60% of Median)	\$1,290	\$1,548	\$1,789
Low (50% of Median)	\$1,075	\$1,290	\$1,491
Very Low (30% of Median)	\$645	\$774	\$895

Source: AHPNJ Affordable Housing General Rent Calculator, April 2024.

**Table 3. Illustrative 2024 Affordable Sales Prices for Region 5**

<b>Household Income Levels (% of Median Income)</b>	<b>1 Bedroom Unit Price</b>	<b>2 Bedroom Unit Price</b>	<b>3 Bedroom Unit Price</b>
Moderate (70% of Median)	\$115,656	\$146,461	\$175,212
Low (50% of Median)	\$71,650	\$93,653	\$114,189
Very Low (30% of Median)	\$27,643	\$40,845	\$53,167

Source: AHPNJ Affordable Housing General Sales Price Calculator, April 2024

## HOUSING ELEMENT AND FAIR SHARE PLAN REQUIREMENTS

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

- 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;
- 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 of low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low- and moderate-income housing, as established pursuant to section 3 of P.L. 2024, c.2 (C.52:27D-304.1);
- f. A consideration of the lands most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;
- g. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of 23 section 1 of P.L.2021, c.273 (C.52:27D-329.20); and
- h. For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L.2004, c.120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan



*of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands-conforming municipalities. This analysis shall include consideration of the municipality's most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan; and*

- i. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.*

In addition to FHA requirements, this Fourth Round HEFSP has been prepared in compliance with the following requirements set forth by Administrative Directive #14-24, issued by the Administrative Office of the Courts on December 13, 2024:

- 1. One of the requirements for a final HEFSP is the inclusion of detailed site suitability analyses, based on the best available data, for each of the un-built inclusionary or 100 percent affordable housing sites in the plan as well as an identification of each of the sites that were proposed for such development and rejected, along with the reasons for such rejection.*
- 2. The concept plan for the development of each of the selected sites should be overlaid on the most up to date environmental constraints map for that site as part of its analysis. When the detailed analyses are completed, the municipality can see what changes will be needed (either to the selected sites or to their zoning) to ensure that all of the units required by the settlement agreement will actually be produced. If it becomes apparent that one (or more) of the sites in the plan does not have the capacity to accommodate all of the development proposed for it, the burden will be on the municipality either to adjust its zoning regulations (height, setbacks, etc.) so that the site will be able to yield the number of units and affordable units anticipated by the settlement agreement or to find other mechanisms or other sites as needed to address the likelihood of a shortfall.*
- 3. The final HEFSP must fully document the creditworthiness of all of the existing affordable housing units in its HEFSP and demonstrate that it has followed all of the applicable requirements for extending expiring controls, including confirmation that all of the units on which the controls have been extended are code-compliant or have been rehabilitated to code-compliance, and that all extended controls cover a full 30-year period beginning with the end of the original control period. Documentation as to the start dates and lengths of affordability controls applicable to these units and applicable Affordable Housing Agreements and/or deed restrictions is also required. Additionally, the income and bedroom distributions and continued creditworthiness of all other existing affordable units in the HEFSP must be provided.*



4. The HEFSP must include an analysis of how the HEFSP complies with or will comply with all of the terms of the executed settlement agreement. Once the HEFSP has been prepared, it must be reviewed by Fair Share Housing Center and the Program's Special Adjudicator for compliance with the terms of the executed settlement agreement, the FHA and UHAC regulations. The HEFSP must be adopted by the Planning Board and the implementation components of the HEFSP must be adopted by the governing body.

The HEFSP must also include (in an Appendix) all adopted ordinances and resolutions needed to implement the HEFSP, including:

1. All zoning amendments (or redevelopment plans, if applicable).
2. An Affordable Housing Ordinance that includes, among other required regulations, its applicability to 100 percent affordable and tax credit projects, the monitoring and any reporting requirements set forth in the settlement agreement, requirements regarding very low income housing and very low income affordability consistent with the FHA and the settlement agreement, provisions for calculating annual increases in income levels and sales prices and rent levels, and a clarification regarding the minimum length of the affordability controls (at least 30 years, until the municipality takes action to release the controls).
3. The adoption of the mandatory set aside ordinance, if any, and the repeal of the existing growth share provisions of the code.
4. An executed and updated Development Fee Ordinance that reflects the court's jurisdiction.
5. An Affirmative Marketing Plan adopted by resolution that contains specific directive to be followed by the Administrative Agent in affirmatively marketing affordable housing units, with an updated COAH form appended to the Affirmative Marketing Plan, and with both documents specifically reflecting the direct notification requirements set forth in the settlement agreement.
6. An updated and adopted Spending Plan indicating how the municipality intends to allocate development fees and other funds, and detailing (in mini manuals) how the municipality proposes to expend funds for affordability assistance, especially those funds earmarked for very low income affordability assistance.
7. A resolution of intent to fund any shortfall in the costs of the municipality's municipally sponsored affordable housing developments as well as its rehabilitation program, including by bonding if necessary.
8. Copies of the resolution(s) and/or contract(s) appointing one or more Administrative Agent(s) and of the adopted ordinance creating the position of, and resolution appointing, the Municipal Affordable Housing Liaison.

9. A resolution from the Planning Board adopting the HEFSP, and, if a final Judgment is sought before all of the implementing ordinances and resolutions can be adopted, a resolution of the governing body endorsing the HEFSP.

Consistent with N.J.A.C. 5:93-5.5, any municipally sponsored 100 percent affordable housing development will be required to be shovel-ready within two (2) years of the deadlines set forth in the settlement agreement:

1. The municipality will be required to submit the identity of the project sponsor, a detailed pro forma of project costs, and documentation of available funding to the municipality and/or project sponsor, including any pending applications for funding, and a commitment to provide a stable alternative source, in the form of a resolution of intent to fund shortfall, including by bonding, if necessary, in the event that a pending application for outside funding has not yet been not approved.
2. Additionally, a construction schedule or timetable must be submitted setting forth each step in the development process, including preparation and approval of a site plan, applications for state and federal permits, selection of a contractor, and start of construction, such that construction can begin within two (2) years of the deadline set forth in the settlement agreement.

## HOUSING CONDITIONS

The 2019-2023 American Community Survey (ACS)<sup>14</sup> indicates that Edgewater Park has approximately 4,014 housing units, of which 238, or 5.9%, are vacant. The Township's housing stock predominantly consists of single-family detached units (51.5%), but also contains many multi-family units (44.2%). The Township's percentage of single-family detached units is slightly lower than that of the State (52.7%) and approximately 19% lower than that of Burlington County (64.4%). The renter population represents approximately 27.0% of all occupied units in Edgewater Park (with 67.0% owner-occupied), which is higher than the renter population in the County (23.0%), but lower than that of the State as a whole (33.4%). See Table 4, Housing Units in Structure and Tenure of Occupant, for a detailed explanation of the housing units in 2023.

**Table 4. Housing Units in Structure and Tenure of Occupant, 2023**

Number of Units	Owner Occupied	Percent of Total	Renter Occupied	Percent of Total	Vacant	Percent of Total	Total Occupied	Total Units	Percent of Total
1, Det.	1,883	46.9%	80	2.0%	103	2.6%	1,963	2,066	51.5%
1, Att.	158	3.9%	17	0.4%	0	0.0%	175	175	4.4%
2	19	0.5%	46	1.1%	41	1.0%	65	106	2.6%

<sup>14</sup> The American Community Survey replaced the long-form Census as the source for much of the housing data necessary to complete this section. The Census is a one-time count of the population while this ACS is an estimate taken over five years through sampling. As such, data in the ACS is subject to a margin of error.

Number of Units	Owner Occupied	Percent of Total	Renter Occupied	Percent of Total	Vacant	Percent of Total	Total Occupied	Total Units	Percent of Total
3 or 4	101	2.5%	292	7.3%	0	0.0%	393	393	9.8%
5 to 9	112	2.8%	391	9.7%	67	1.7%	503	570	14.2%
10 or >	418	10.4%	259	6.5%	27	0.7%	677	704	17.5%
Other	0	0.0%	0	0.0%	0	0.0%	0	0	0.0%
<b>Total</b>	<b>2,691</b>	<b>67.0%</b>	<b>1,085</b>	<b>27.0%</b>	<b>238</b>	<b>5.9%</b>	<b>3,776</b>	<b>4,014</b>	<b>100.0%</b>

Source: 2019-2023 American Community Survey 5-Year Estimate (B25032, DP04)

Table 5, Housing Units by Age, illustrates the age of the Township's housing stock. The majority of the Township's housing stock was constructed during the 1960s and 1970s (64.4%). The rate of housing construction declined in subsequent decades, with the exception of a slight uptick from 2010 to 2019, where 160 units (4.2%) were constructed. The median year homes were built in the Township (1969) falls between the State's median (1969) and the County's (1977).

**Table 5. Housing Units by Age, 2023**

Year Built	Total Units	Percent	Owner	Renter
2020 or later	0	0.0%	0	0
2010 to 2019	160	4.2%	62	98
2000 to 2009	44	1.2%	4	40
1980 to 1999	304	8.1%	117	187
1960 to 1979	2,433	64.4%	1,686	747
1940 to 1959	338	9.0%	325	13
1939 or earlier	497	13.2%	497	0
<b>Totals</b>	<b>3,776</b>	<b>100.0%</b>	<b>2,691</b>	<b>1,085</b>
Median Year Built	1969		1966	1975

Source: 2019-2023 American Community Survey 5-Year Estimate (Tables DP04, B25036, B25037)

Table 6, Number of Rooms per Housing Unit, shows 16.4% of housing units have between one (1) and three (3) rooms; 45.3% have between four (4) and six (6) rooms; and 38.2% have seven (7) or more rooms. The data from this and other tables indicate that the housing stock in Edgewater Park is, on average, moderate to large in size. In addition, the largest concentration of housing units in Edgewater Park (28.2%) contains three (3) bedrooms, followed by housing units with two (2) bedrooms (25.0%). Nearly 50% of all units have three (3) or more bedrooms. See Table 7, Number of Bedrooms per Housing Unit, for more detail.

**Table 6. Number of Rooms per Housing Unit, 2023**

Rooms	Number of Units	Percent of Total
1	0	0.0%
2	205	5.1%
3	455	11.3%
4	629	15.7%
5	700	17.4%
6	490	12.2%
7	381	9.5%
8	554	13.8%
9+	600	14.9%
<b>Total</b>	<b>4,014</b>	<b>100.0%</b>
<b>Median</b>	<b>5.5 Rooms</b>	

Source: 2019-2023 American Community Survey 5-Year Estimate (Table DPo4)

**Table 7. Number of Bedrooms per Housing Unit, 2023**

Bedrooms	Number of Units	Percent of Total
Efficiency	60	1.5%
1	967	24.1%
2	1,005	25.0%
3	1,133	28.2%
4	743	18.5%
5+	106	2.6%
<b>Total</b>	<b>4,014</b>	<b>100.0%</b>

Source: 2019-2023 American Community Survey 5-Year Estimate (Table DPo4)

Table 8, Value of Owner-Occupied Housing Units, shows that the median value of owner-occupied housing units in Edgewater Park increased by 18.9% between 2013 and 2023 from \$202,700 to \$241,100. Burlington County saw a higher percent growth in owner-occupied home values during the same time period (29.4%). Edgewater Park had lower median housing values than in the County in both in 2013 (\$202,700 vs. \$252,500) and 2023 (\$241,100 vs. \$326,700).

Based on AHPNJ's 2024 Illustrative Sales Prices for Affordable Housing provided in Table 3 and the estimated value of owner-occupied homes in 2023 as provided in Table 8, up to approximately 182 housing units, or 6.7% of owner-occupied units, in Edgewater Park may be affordable to very low-income households (depending on the number of bedrooms in the unit). Meanwhile, up to approximately 960 (35.6%) housing units (depending on the number of bedrooms in the unit), may be affordable to low- and moderate-income households.

**Table 8. Value of Owner-Occupied Housing Units, 2013 and 2023**

Housing Unit Value	2013 Units	Percent	2023 Units	Percent
Less than \$50,000	86	3.8%	68	2.5%
\$50,000 to \$99,999	342	15.0%	114	4.2%
\$100,000 to \$149,999	230	10.1%	450	16.7%
\$150,000 to \$199,999	451	19.8%	328	12.2%
\$200,000 to \$299,999	926	40.6%	1,017	37.8%
\$300,000 to \$499,999	216	9.5%	576	21.4%
\$500,000 to \$999,999	23	1.0%	138	5.1%
\$1,000,000 or more	6	0.3%	0	0.0%
<b>Total</b>	<b>2,280</b>	<b>100.0%</b>	<b>2,691</b>	<b>100.0%</b>
<b>Median Value</b>	<b>\$202,700</b>		<b>\$241,100</b>	

Sources: 2009-2013 and 2019-2023 American Community Survey 5-Year Estimate (Table DP04)

The median rent in Edgewater Park in 2023 was \$1,491, compared to \$1,669 across Burlington County. Based on the 2024 Illustrative Rents provided in Table 2, up to approximately 67 renter-occupied units, or 6.2%, may be affordable to very low-income renters. Meanwhile, approximately 554 rental units, or 51.1%, may be affordable to low-income renters and approximately 401 rental units (excluding units that may be affordable to low-income households), or 37%, may be affordable to moderate-income renters. See Table 9, Gross Rent by Housing Unit in Edgewater Park and Burlington County.

**Table 9. Gross Rent by Housing Unit in Edgewater Park and Burlington County, 2023**

Gross Rent	Units in Edgewater Park	Percent of Total	Units in Burlington County	Percent of Total
Less than \$500	40	3.7%	1,210	2.8%
\$500 to \$999	27	2.5%	3,431	8.0%
\$1,000 to \$1,499	487	44.9%	11,958	28.0%
\$1,500 to \$1,999	401	37.0%	12,181	28.5%
\$2,000 to \$2,499	117	10.8%	7,886	18.5%
\$2,500 to \$2,999	-	0.0%	3,009	7.0%
\$3,000 or more	13	1.2%	1,766	4.1%
No cash rent	-	-	1,280	-
<b>Total</b>	<b>1,085</b>	<b>100.0%</b>	<b>42,721</b>	<b>100.0%</b>
<b>Median Rent</b>	<b>\$1,491</b>		<b>\$1,669</b>	

Sources: Table B25063 Gross Rent; Table B25064 Median Gross Rent (Dollars), ACS 2019-2023

Housing is generally considered to be affordable if rents, mortgages, and other essential costs consume 28% or less of an owner-household's income or 30% or less of a renter-household's income. This percentage is lower for homeowners to account for the additional home maintenance costs associated with ownership. In Edgewater Park, 37.1% of all households in occupied units are expending more than 30% of their income on housing costs. Of all occupied cost-burdened households (1,398), 806 households (or 57.7%) are in owner-occupied housing and 592 households (or 42.3%) are in rental housing.

**Table 10. Housing Affordability, 2023**

<b>Monthly Housing Costs as Percent of Income</b>	<b>Owner-Occupied</b>	<b>% of Total</b>	<b>Renter</b>	<b>% of Total</b>	<b>All Occupied</b>	<b>% of Total</b>
Less than 20 Percent	1,285	34.1%	233	6.2%	1,518	40.3%
20 to 29 Percent	589	15.6%	260	6.9%	849	22.5%
30 Percent or More	806	21.4%	592	15.7%	1,398	37.1%
Zero/Negative Income	11	0.3%	0	0.0%	11	0.3%
No Cash Rent	-	-	-	-	-	-
<b>Total*</b>	<b>2,680</b>	<b>71.2%</b>	<b>1,085</b>	<b>28.8%</b>	<b>3,765</b>	<b>100.0%</b>

\*Units with no mortgage, no cash rent, or no positive income are excluded.

Source: Table S2503 Financial Characteristics, ACS 2017-2022.

In 2023, there were zero (0) units that had incomplete kitchen facilities and 68 units with incomplete plumbing facilities. There were also no overcrowded housing units (defined as more than one (1) occupant per room) built before 1950. Historically, the conditions mentioned in this paragraph have been indicators of housing deficiency, which are used to determine the number of units requiring rehabilitation.

**Table 11. Indicators of Housing Deficiency, 2023**

<b>Indicator</b>	<b>Incomplete Plumbing</b>	<b>Incomplete Kitchen</b>	<b>Crowded or Overcrowded, and Built Pre-1950</b>
Number of Units	68	0	0

Source: Table B25047 Plumbing Facilities for All Housing Units, ACS 2019-2023; Table 25051: Kitchen Facilities for All Housing Units, ACS 2019-2023; Table B25034 Year Structure Built, ACS 2019-2023; Table B25050: Tenure By Plumbing Facilities by Occupants per Room by Year Structure Built, ACS 2019-2023.

## POPULATION CHARACTERISTICS

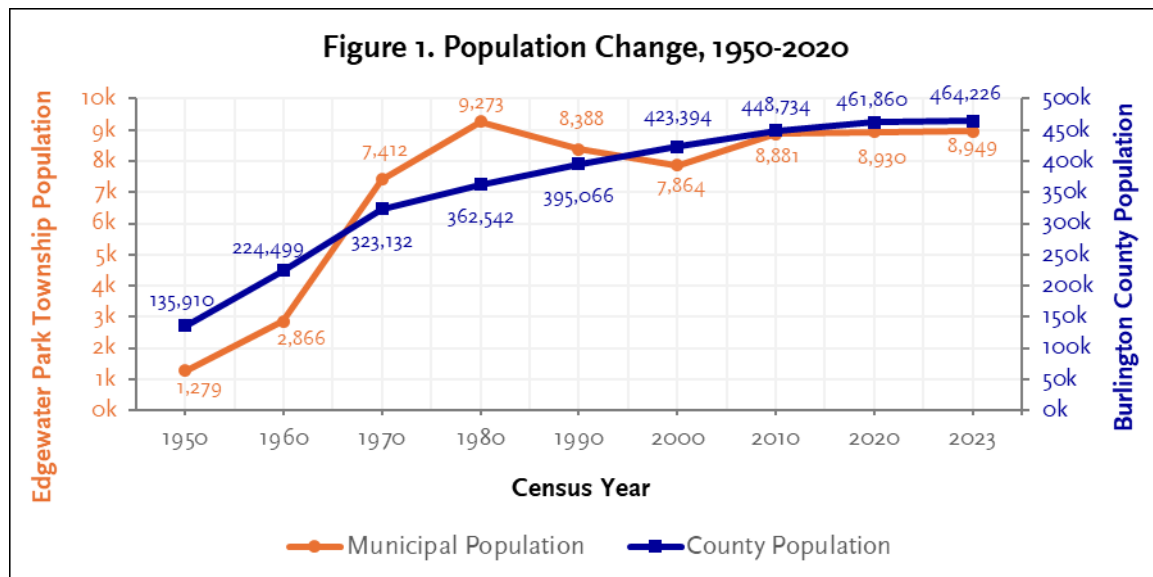
Between 1950 and 2023, the population of Edgewater Park saw its biggest increase from 1960 to 1970, when the population more than doubled (158.6%). Burlington County, on the other hand, saw its biggest increase between 1950 and 1960, when the population increased by 65.2%. The County experienced a steady increase in subsequent years, whereas the Township experienced

declines between 1980 and 2000. However, between 2010 and 2020, Edgewater Park's population growth was more than double the growth rate for the County during the same period (12.9% vs. 6.0%). See Table 12 and Figure 1, [Population Change](#).

**Table 12. Population Change, Edgewater Park and Burlington County, 1950 to 2023**

Year	Edgewater Park	Change since Last Census (%)	Burlington County	Change Since Last Census (%)
1950	1,279	-	135,910	-
1960	2,866	124.1%	224,499	65.2%
1970	7,412	158.6%	323,132	43.9%
1980	9,273	25.1%	362,542	12.2%
1990	8,388	-9.5%	395,066	9.0%
2000	7,864	-6.2%	423,394	7.2%
2010	8,881	12.9%	448,734	6.0%
2020	8,930	0.6%	461,860	2.9%
2023	8,949	0.2%	464,226	0.5%

Source: U.S. Decennial Censuses 1950-2020; 2019-2023 American Community Survey 5-Year Estimate (B01003)

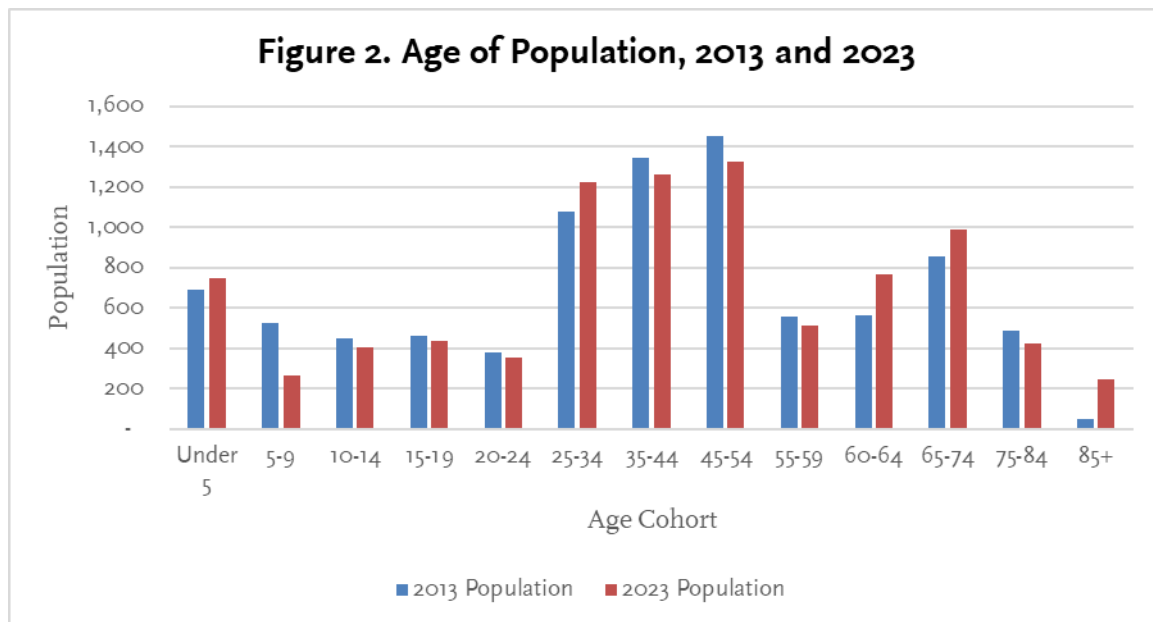


Between 2013 and 2023, there was a large decrease in the number of Edgewater Park residents between the ages 5 and 9 (-49.5%). The highest rate of growth was in the 85+ age cohort, which grew five-fold (428.3%). The second largest growth was residents approaching or at retirement age— i.e., residents between ages 60 and 74 (53.1%). The growth in older age cohorts contributed to Edgewater Park's increase in the median age from 42.0 to 44.1 years. See Table 13, [Age of Population](#), for additional details.

Table 13. Age of Population, 2013 to 2023

Age in Years	2013	Percent of Total	2023	Percent of Total	Cohort Change
Under 5	688	7.8%	746	8.3%	8.4%
5-9	527	5.9%	266	3.0%	-49.5%
10-14	446	5.0%	404	4.5%	-9.4%
15-19	460	5.2%	438	4.9%	-4.8%
20-24	377	4.3%	354	4.0%	-6.1%
25-34	1,075	12.1%	1,224	13.7%	13.9%
35-44	1,342	15.1%	1,260	14.1%	-6.1%
45-54	1,451	16.4%	1,324	14.8%	-8.8%
55-59	556	6.3%	511	5.7%	-8.1%
60-64	559	6.3%	766	8.6%	37.0%
65-74	853	9.6%	990	11.1%	16.1%
75-84	488	5.5%	423	4.7%	-13.3%
85+	46	0.5%	243	2.7%	428.3%
Total	8,868	100.0%	8,949	100.0%	0.9%
Median Age	42.0		44.1		

Source: 2019-2023 American Community Survey 5-Year Estimate (DP05)





## HOUSEHOLD CHARACTERISTICS

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. Edgewater Park Township's households primarily consist of smaller households, with approximately 64.0% one or two person households in 2013 and 2023. This is higher than Burlington County's share of one or two person households in 2013 (57.5%) and 2023 (59.6%). This general trend is also reflected in the average household size, where the Township and County's average household size in 2013 (2.63 vs. 2.65) decreased in 2023 (2.37 vs 2.58). See Table 14, Household Size of Occupied Units.

**Table 14. Household Size of Occupied Units, Edgewater Park, 2023**

Household Size (Persons per Household)	2013		2023	
	Units	Percent	Units	Percent
1 Person	357	21.9%	487	30.3%
2 Persons	680	41.7%	622	38.7%
3 Persons	264	16.2%	89	5.5%
4+ Persons	328	20.1%	409	25.5%
<b>Total</b>	<b>1,629</b>	<b>100.0%</b>	<b>1,607</b>	<b>100.0%</b>
<b>Average Household Size</b>	<b>2.63</b>		<b>2.57</b>	

Sources: Table S1101 and Table S2501, U.S. Census Bureau 2009-2013 and 2019-2023 American Community Survey Five-Year Estimates

As a subset of households, a family is identified as a group of persons including a householder and one (1) or more persons related by blood, marriage or adoption, all living in the same household. In 2023, there were 3,776 households in the Township. Approximately 43% of the households are comprised of married couples with or without children. Approximately 45% of the Township's households are non-family households, which include individuals living alone. See Table 15, Household Composition.

**Table 15. Household Composition, 2023**

Household Type	Number of Households	Percent
<b><i>Family households</i></b>	2,078	55.0%
Married-couple family	1,634	43.3%
With Children	695	18.4%
With No Children	939	24.9%
Male householder, no spouse present	97	2.6%
Female householder, no spouse present	347	9.2%
<b><i>Nonfamily households</i></b>	1,698	45.0%
Householder living alone	1,402	37.1%
<b>Total Households</b>	<b>3,776</b>	<b>100.0%</b>

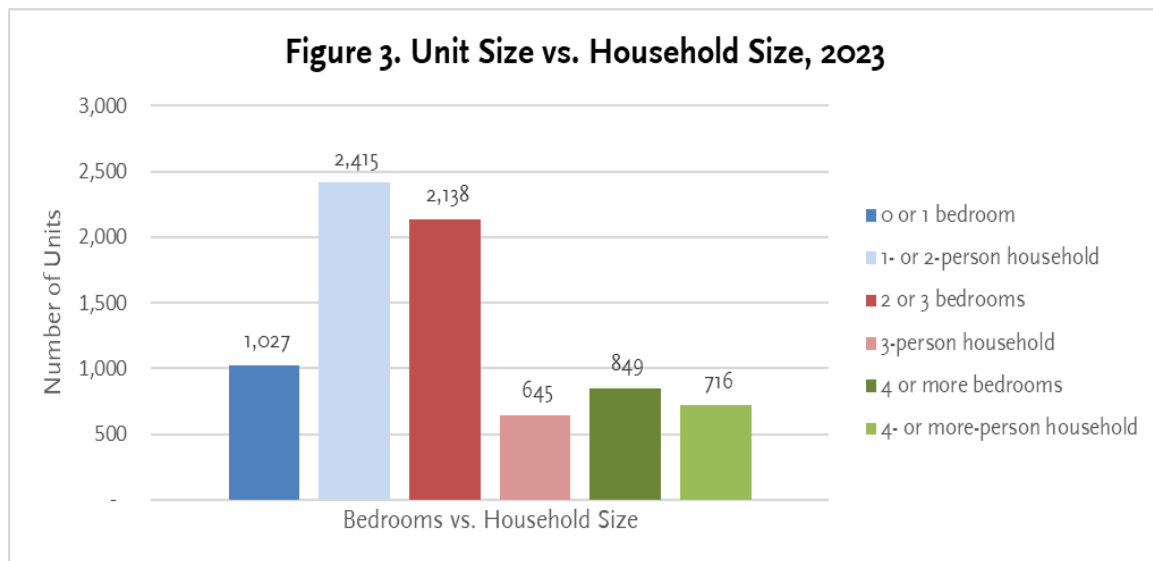
Source: 2019-2023 American Community Survey 5-Year Estimate (S2501 and DP05)

When the number of bedrooms in a unit (from Table 7 above) is considered vs. the size of households in Edgewater Park, there appears to be a mismatch: There are significantly more smaller households (three people or fewer; 81.0% of all households) than there are smaller units (one or two bedrooms; 50.6% of all units). This comparative shortage of smaller homes may be forcing some empty nesters and young adults without children to consider other locations when seeking smaller-sized housing, or to occupy housing that is larger than their needs. Table 16 and Figure 3, Unit Size vs. Household Size provide more detail.

**Table 16. Unit Size vs. Household Size, 2023**

Unit Size	Number of Units	Percent of Total Units	Household Size	Number of Households	Percent of Total Households
0 or 1 bedroom	1,027	25.6%	1 Person	1,402	37.1%
2 bedrooms	1,005	25.0%	2 Persons	1,013	26.8%
3 bedrooms	1,133	28.2%	3 Persons	645	17.1%
4 or more bedrooms	849	21.2%	4+ Persons	716	19.0%
<b>Total</b>	<b>4,014</b>	<b>100.0%</b>	<b>Total</b>	<b>3,776</b>	<b>100.0%</b>

Sources: Table DP04, S1101 and S2501, U.S. Census Bureau 2019-2023 American Community Survey Five-Year Estimates



## INCOME CHARACTERISTICS

In 2023, the median income in Edgewater Park was \$78,977 for households and \$101,071 for families. Comparable figures for the County were \$105,271 for households and \$127,277 for families. Table 17, Household Income, further illustrates these findings by noting the number of households in the Township in each income group. The Township's poverty rate for individuals (17.6%) is higher than that of the County (6.8%) and its poverty rate for families (13.0%) is

similarly higher than the County's rate (4.9%). See Table 18, Individual and Family Poverty Rates, for the comparison.

**Table 17. Household Income, Edgewater Park and Burlington County, 2023**

Household Income	Edgewater Park	Percent	Burlington	Percent
Less than \$10,000	83	2.2%	5,362	3.0%
\$10,000-\$14,999	175	4.6%	2,969	1.7%
\$15,000-\$24,999	231	6.1%	6,523	3.7%
\$25,000-\$34,999	183	4.8%	8,027	4.6%
\$35,000-\$49,999	568	15.0%	13,955	7.9%
\$50,000-\$74,999	628	16.6%	22,911	13.0%
\$75,000-\$99,999	530	14.0%	23,250	13.2%
\$100,000-\$149,999	671	17.8%	35,553	20.2%
\$150,000-\$199,999	327	8.7%	23,631	13.4%
\$200,000+	380	10.1%	33,865	19.2%
<b>Total</b>	<b>3,776</b>	<b>100.0%</b>	<b>176,046</b>	<b>100.0%</b>
Median Income	\$78,977		\$105,271	

Sources: Table DP04, S1101 and S2501, U.S. Census Bureau 2019-2023 American Community Survey Five-Year Estimates

**Table 18. Individual and Family Poverty Rates, 2023**

Government	Families	Individuals
Township of Edgewater Park	13.0%	17.6%
Burlington County	4.9%	6.8%

Source: Tables S1702 and DP03, Poverty Status in Past 12 Months, ACS 2019-2023.

## EMPLOYMENT CHARACTERISTICS

Table 19, Employed Residents by Industry Sector, shows the distribution of employment by industry for employed Edgewater Park residents. The four (4) industries representing the largest concentrations of employed residents in Edgewater Park in 2023 were Educational Services, and Health Care and Social Assistance with 28.0% of employed residents; Professional, Scientific, and Management, and Administrative and Waste Management Services with 12.7%; Retail Trade with 12.4%; and Arts, Entertainment, Recreation, Accommodation and Food Services with 10.4%.

Table 19. Employed Residents by Industry Sector, 2023

Industry	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	-	0.0%
Construction	381	8.0%
Manufacturing	151	3.2%
Wholesale Trade	165	3.5%
Retail Trade	589	12.4%
Transportation and Warehousing, and Utilities	218	4.6%
Information	78	1.6%
Financing and Insurance, and Real Estate, Renting, and Leasing	346	7.3%
Professional, Scientific, and Management, Administrative and Waste Management Services	603	12.7%
Educational Services, and Health Care and Social Assistance	1,327	28.0%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	491	10.4%
Public Administration	152	3.2%
Other	240	5.1%
<b>Total</b>	<b>4,741</b>	<b>100.0%</b>

Source: Table DPO3 Selected Economic Characteristics, ACS 2019-2023

Table 20, Employed Residents by Occupation, identifies the occupations of employed residents of Edgewater Park. While Edgewater Park Township residents work in a variety of industries, 41.4% of employed residents work in Management, Business, Science, and Arts occupations and 21.5% are employed in Sales and Office occupations.

Table 20. Employed Residents by Occupation, 2023

Sector Jobs	Number	Percent
Management, Business, Science, Arts	1,962	41.4%
Service	671	14.2%
Sales and Office	1,019	21.5%
Natural Resources, Construction, Maintenance	549	11.6%
Production, Transportation, Material Moving	540	11.4%
<b>Total</b>	<b>4,741</b>	<b>100.0%</b>

Source: Table DPO3 Selected Economic Characteristics, ACS 2019-2023

The size of Edgewater Park's labor force has fluctuated between 2012 and 2023, with the highest number of employed residents in 2012. The highest unemployment rate in the Township was in

2013 (12.5%), which steadily declined until 2020. The unemployment rate went up to 5.5% in 2022 and fell to 5.0% in 2023. Table 21, Change in Employment, illustrates these trends.

**Table 21. Change in Employment Since 2012**

Year	Labor Force	Employed	Unemployed	Unemployment Rate
2012	5,365	4,698	611	11.4%
2013	5,165	4,484	644	12.5%
2014	4,987	4,471	493	9.9%
2015	4,910	4,484	415	8.5%
2016	4,768	4,376	392	8.2%
2017	4,741	4,488	244	5.1%
2018	4,744	4,579	146	3.1%
2019	4,993	4,836	136	2.7%
2020	4,802	4,647	132	2.7%
2021	4,679	4,455	198	4.2%
2022	4,955	4,672	274	5.5%
2023	4,989	4,741	248	5.0%

Source: Table DPO3 Selected Economic Characteristics, ACS 2019-2023

In contrast to Table 21, which indicates an estimate of the number of persons employed who are Edgewater Park residents, Table 22, Covered Employment Estimates in Edgewater Park and Burlington County, is intended to show how many jobs are available in the municipality – at least those jobs that are “covered” by unemployment insurance. It does not include the self-employed, unpaid family workers, most part-time or temporary employees, or certain agricultural and in-home domestic workers. The number of jobs in Edgewater Park is lower than the number of working age residents in the Township. While the number of jobs increased by approximately 16% from 2012 to 2022, the number of working age residents remains more than double the number of jobs within the Township. See Table 22, Covered Employment Estimates in Edgewater Park and Burlington County, for additional details.

**Table 22. Covered Employment Estimates in Edgewater Park and Burlington County**

Year	Edgewater Park	Burlington County	Edgewater Park as % of Burlington County
2012	2,054	195,398	1.1%
2022	2,381	214,213	1.1%

Source: U.S. Census Bureau, Center for Economic Studies, OnTheMap Application, 2022 Work Area Profile  
Analysis, <http://onthemap.ces.census.gov>

The most common commuting destination of employed residents is Philadelphia (6.5%), which is the major regional employment center, followed by residents commuting to neighboring Burlington Township (5.6%). As shown in Table 23, Top Ten Commuting Destinations for Edgewater Park Residents below, most of the top 10 commuting destinations are within Burlington County. However, the majority of commuters (62.8%) commute to dispersed locations.

**Table 23. Top Ten Commuting Destinations for Edgewater Park Residents, 2022**

Destination	Jobs	Percent
Philadelphia City (Philadelphia, PA)	291	6.5%
Burlington Township (Burlington, NJ)	251	5.6%
Edgewater Park Township (Burlington, NJ)	229	5.1%
Trenton City (Mercer, NJ)	182	4.1%
Mount Laurel Township (Burlington, NJ)	142	3.2%
Westampton Township (Burlington, NJ)	131	2.9%
Burlington City (Burlington, NJ)	124	2.8%
Cherry Hill Township (Camden, NJ)	123	2.8%
Willingboro Township (Burlington, NJ)	100	2.2%
Florence Township (Burlington, NJ)	91	2.0%
All Other Locations	2,804	62.8%
Total	4,468	100.0%

Source: U.S. Census Bureau, Center for Economic Studies, On The Map Application, 2022 Work Destination Analysis, <http://onthemap.ces.census.gov>

## **POPULATION AND DEVELOPMENT PROJECTIONS**

### **Population, Employment, and Housing Projections**

The Delaware Valley Regional Planning Commission (“DVRPC”), the Metropolitan Planning Organization (“MPO”) that contains Edgewater Park as well as the remainder of Burlington County, published population and employment projections for the year 2050. The DVRPC projects that the Township’s population will increase by 6.3% from 2015 to 2050, a lower rate than Burlington County’s projected increase (6.9%). DVRPC also projects that employment will increase by 17.0%, from 2015 to 2050, a higher rate than the County’s projected increase (11.6%). Table 24, Population and Employment Estimates and Projections, illustrates, provides more information.

Table 24. Population and Employment Estimates and Projections, 2015 to 2050

POPULATION					
Edgewater Park Population 2015	Township 2050	% Change	Burlington County 2020	Burlington County 2050	% Change
8,772	9,321	6.3%	446,863	477,884	6.9%
EMPLOYMENT					
Edgewater Park Employment 2015	Township 2050	% Change	Burlington County 2050	Burlington County 2050	% Change
2,704	3,164	17.0%	243,773	272,016	11.6%

Source: DVRPC, Regional, County and Municipal Population Forecasts, 2015-2050 and Regional, County and Municipal Employments Forecasts, 2015-2050.

The FHA requires that Housing Plans include a 10-year projection of new housing units based on the number of certificates of occupancy, development applications approved, probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b). Annual certificates of occupancy (“CO”) issuance for residential new construction in Edgewater Park during the years 2013 through 2023 averaged approximately 2.8, with 18 COs issued in 2023. An average 0.5 demolition permits have also been issued between 2013 and 2023. More recently, the Township is seeing the build out of the 160-unit inclusionary development known as Eagle Chase.

Based on the trends over the past 10 years, and with a new 100% affordable senior development and a new inclusionary mixed use development in this Plan, Edgewater Park could expect to gain approximately 126 units by the year 2033. See Table 25, Housing Projections to 2033.

Table 25. Residential C.O.’s and Demolition Permits Issued, 2013-2023

Year	Certificates of Occupancy Issued	Demolition Permits Issued	Net New Housing Units
2013	0	0	0
2014	0	0	0
2015	0	0	0
2016	8	2	6
2017	3	0	3
2018	0	1	-1
2019	1	0	1
2020	1	0	1
2021	0	0	0
2022	0	1	-1

Year	Certificates of Occupancy Issued	Demolition Permits Issued	Net New Housing Units
2023	18	2	16
<b>Total</b>	<b>31</b>	<b>6</b>	<b>25</b>
<b>Annual Average</b>	<b>2.8</b>	<b>0.5</b>	<b>2.3</b>
<b>10-Year Projection</b>			<b>23; 126 with 58-unit and 45-unit projects</b>

Source: NJDCA Construction Reporter, Building Permits and Demolition Permits Yearly Summary data, and Housing Units Authorized by Certificates of Occupancy for New Construction.

## CONSIDERATION OF LAND APPROPRIATE FOR AFFORDABLE HOUSING

As part of this Plan, Edgewater Park Township has considered all land that is appropriate for the construction of low- and moderate-income housing. While the Township borders the Delaware River, there are limited environmental constraints that would preclude the Township from addressing its affordable housing obligation. There are approximately four (4) acres of wetlands which don't impact the Township's affordable housing compliance mechanisms reflected in this Plan. Additionally, Edgewater Park Township has adequate water and sewer capacity to address its affordable housing obligation and other future development. The Township is also entirely located in the 2001 State Plan's Metropolitan Planning Area 1 and is not subject to Pinelands, Highlands, Meadowlands, or CAFRA jurisdiction.

The Township believes that the sites and mechanisms proposed in this document represent the best and most appropriate options for affordable housing development. These mechanisms entirely satisfy the Township's affordable housing obligations. Consistent with smart growth planning principles, the Township has and will continue to generally intersperse affordable housing throughout existing and proposed inclusionary developments in proximity to transportation corridors and Route 130. These areas of the Township provide the greatest number of employment opportunities and services, as well as proximity to regional bus service. NJ Transit Bus Route 409 provides service from Philadelphia to Trenton and travels along Route 130 in Edgewater Park. Additionally, the Township is serviced by the River Line light rail, which similarly provides service from Camden to Trenton, and points beyond, traveling along the Delaware River. The River Line station in Edgewater Park is located at the intersection of Cooper Street and Railroad Avenue on the Township's border with Beverly.



## FAIR SHARE PLAN

### Affordable Housing Obligation

There are four components to a municipality's affordable housing obligation: the Fourth Round Present Need obligation, also known as the "Rehabilitation Share," the Prior Round obligation, the Third Round obligation, and the Fourth Round Prospective Need obligation. The terms "Present Need" and "Rehabilitation Share" are used interchangeably. Present Need resets with each round of affordable housing based on census data as to the number of deficient housing units existing at the beginning of that round that potentially are occupied by low- and moderate-income households. The obligation in the Prior Round, Third Round, and Fourth Round is also known as "Prospective Need" which refers to the provisions of affordable housing including through new construction necessary to address the demand for housing based on regional population growth. Lastly, given the convoluted history of the Third Round from 1999-2025, the Third Round obligation includes both the 'Gap' Need obligation (1999-2015) and the Third Round Prospective Need obligation (2015-2025).

### Rehabilitation Obligation (Fourth Round Present Need)

The FHA, as amended by P.L. 2024, c.2, defines *present need* as "the number of substandard existing deficient housing units currently occupied by low- and moderate-income (LMI) households" and *deficient housing unit* as "housing that (1) is over fifty years old and overcrowded, (2) lacks complete plumbing, or (3) lacks complete kitchen facilities." The Township's Fourth Round Present Need of 72 units was calculated by DCA according to the methodology described in the report titled *Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background* and released in October 2024. As part of its Fourth Round DJ filing, the Township adopted a resolution in January 2025 adopting the DCA Present Need of 72.

### Prior Round Obligation

The Prior Round obligation is the cumulative prospective need obligation also known as the 'new construction' obligation for the First and Second Rounds (1987 to 1999). Edgewater Park's Prior Round obligation is 30 as calculated by COAH per N.J.A.C. 5:93 and is reflected in the Township's Court-approved 2016 Third Round settlement agreement with FSHC.

### Third Round Obligation

The Third Round obligation includes the "gap" portion of the Third Round (1999-2015) when no valid affordable housing regulations were in force and the Third Round Prospective Need (2015-2025), which included a projection 10 years into the future starting in July 2015. As established by the Township's Court-approved 2016 FSHC Agreement, Edgewater Park has a Third Round obligation of 120.

## Fourth Round Prospective Need Obligation

The amended FHA defines *prospective need* as “a projection of housing needs based on development and growth which is reasonably likely to occur in a region or municipality...” The Township’s Fourth Round Prospective Need of 59 was also calculated by DCA according to the methodology described in its October 2024 report and agreed to by the Township in its January 2025 Fourth Round DJ filing.

## EDGEWATER PARK’S AFFORDABLE HOUSING PLAN

### Means of Addressing the Present Need Obligation

N.J.A.C. 5:93-1.3, defines a dwelling needing rehabilitation as, “...a housing unit with health and safety code violations that require the repair or replacement of a major system”. Per N.J.A.C. 5:97, “Major systems” include weatherization, exterior cladding, window and door replacement, roofing, plumbing (water supply and sanitary), heating, electricity, lead paint abatement and load bearing structural systems.

Edgewater Park will address its 72-unit Rehabilitation Share through continued participation in Burlington County’s Home Improvement Loan Program, and by continuing its participation in a local rehabilitation program established in November 2017.

- **Burlington County Home Improvement Loan Program.** The program is funded through federal Community Development Block Grants (“CDBG”) and is available to rehabilitate existing homes in Edgewater Park that are occupied by low- and moderate-income homeowners. According to the County, the program is marketed by sending program flyers to local tax offices and to specific targeted areas and neighborhoods of a municipality. To date, one (1) unit in Edgewater Park Township has been rehabilitated through the County Program since April 1, 2020 (see crediting documentation in Exhibit D). The one (1) eligible rehabilitated unit is occupied by a low-income household, a total of \$24,750 was expended to repair the unit to address the following major systems: roof replacement, window, and HVAC which address COAH’s regulations at N.J.A.C. 5:93-5.2 which require at least \$10,000 to be expended on average for major system repair/replacement.

As discussed further in the Township’s Affirmative Marketing Plan, the Township will also provide flyers on the County’s rehabilitation program in its tax bill mailings and in other annual Township mailings, in its municipal building, and on its website. The Township has a long-standing inter-local services agreement with Burlington County regarding participation in this program. The Township will continue this agreement to address its Rehabilitation Share. The current agreement for fiscal years 2024 through 2026 is provided in Exhibit D of this Plan.

- **Township Rental Rehabilitation Program.** To address the rehabilitation of renter-occupied units, the Township established a local rehabilitation program available to building owners/landlords of rental units occupied by low- and moderate-income households. Outreach for the Township's rental rehabilitation began in June 2020. The Township Committee of Edgewater Park adopted Resolution #2017-171 (Exhibit E) to retain Community Grants Planning & Housing Inc. ("CGP&H") as the experienced administrative agent to administer and implement the renter rehabilitation program. CGP&H prepared a rental rehabilitation program manual in 2020, which was subsequently adopted by Edgewater Park (documentation included in Exhibit E). CGP&H also calculated rent ranges, prepared landlord outreach, and prepared advertisements for placement in the Burlington County Times.

The Township's rehabilitation program is currently funded with development fees collected in its Affordable Housing Trust Fund account.

As previously discussed, approximately 27% of the Township's occupied housing units were renter-occupied. Based on this renter occupancy rate, the Township anticipates a renter-occupied rehabilitation program of 20 units (72-unit Present Need x 27% = 19.44, rounded up). As such, the Township estimates the potential costs of the program to be \$280,000 (20 x \$14,000 = \$280,000) assuming a rehabilitation cost of \$14,000 per unit (\$10,000 hard costs and \$4,000 administration). N.J.A.C. 5:93-5.2(h)<sup>1</sup> requires one-third of the total program cost to be available within one (1) year of the Court's issuance of a Judgment of Compliance and Repose and one-sixth for each subsequent year. Based on the existing revenues discussed in the Fourth Round Spending Plan, the Township has the needed funds for the cost of the program through 2035.

Both the Burlington County owner-occupied rehabilitation program and the Township's rental rehabilitation program adhere to the regulations in N.J.A.C. 5:93-3.4. All new rehabilitated units will meet the applicable Uniform Construction Code requirements. Additionally, all rehabilitated units will be occupied by low- or moderate-income households and upon completion of the rehabilitation, affordability controls will be placed on the property in the form of a lien or deed restriction. All rehabilitations will have a minimum average hard cost of \$10,000.





Clarke Caton Hintz

Planning

Landscape Architecture

## Affordable Housing Sites

LOCATION:  
Edgewater Park Township, Burlington County, NJ

DATE:  
April 2025



## Satisfaction of the Prior Round Obligation

Edgewater Park's Prior Round obligation from 1987 through 1999 is 30 as earlier established by COAH and more recently approved by the Court. In addressing the obligation of the Prior Round, COAH's Second Round rules, as upheld by P.L. 2024, c.2, require that the Township establish the maximum number of age-restricted affordable units<sup>15</sup> and the minimum number of affordable rental units<sup>16</sup> using the following formulas:

### Minimum Prior Round Rental Obligation = 8 units

$0.25 (30 \text{ Prior Round} - 0 \text{ Prior Cycle Credits}) = 7.5$ , required to round up

- A rental unit available to the general public receives one (1) rental bonus; and
- No rental bonus is granted in excess of the prior round rental obligation.

### Maximum Prior Round Age-Restricted Units = 7 units

$0.25 (30 \text{ Prior Round} - 0 \text{ Prior Cycle Credits}) = 7.5$ , required to round down

As summarized in Table 26, Summary of Credits/Bonuses Addressing Prior Round Obligation, the Township has addressed its 30 Prior Round obligation with a completed inclusionary housing development, completed alternative living arrangement facilities, an approved 100% affordable senior housing development, and Prior Round rental bonuses. See affordable housing development locations on the following overall Township aerial map (see above).

**Table 26. Summary of Credits/Bonuses Addressing Prior Round Obligation**

Edgewater Park's Prior Round Compliance Mechanisms: 30 Prior Round Obligation	Credits	Rental Bonuses	Total
<i>Inclusionary Development – Completed</i>			
The Courtyards – Affordable Family Rentals (8 of 39 units)	8	8, cap	16
<i>Supportive/Special Needs - Completed</i>			
Oaks Integr./Family Service – Group Homes (2 of 6 bedrooms)	2	--	2
The Affordable Homes Group/S&L family supp. rental (1 unit)	1	--	1
A.D.E.P.T./Prince Assoc. – Group Home (4 bedrooms)	4	--	4
<i>100% Affordable Site – approved, LIHTC award</i>			
Edgewater Park Senior/Supp. Apts. (Walters Group) senior affordable rentals (7 of 58)	7		7
<b>Total</b>	<b>22</b>	<b>8</b>	<b>30</b>

<sup>15</sup> N.J.A.C. 5:93-5.14(a)

<sup>16</sup> N.J.A.C. 5:93-5.15(a)

*Inclusionary Development – Completed*

The Courtyards

The Courtyards is an existing inclusionary development located within Edgewater Park Township on Block 502, Lot 12.01. Previously approved as part of the Township’s Second Round JOR, The Courtyards apartment complex has 39 total affordable family rental units. Of the 39 total affordable family rental units, eight (8) units will address the Township’s Prior Round obligation. The eight (8) affordable family rental units satisfy the Township’s 8-unit Prior Round rental obligation and are thus eligible for the maximum eight (8) rental bonuses pursuant to N.J.A.C. 5:93-5.15(d).

The affordable family rental units at The Courtyards are administered by Piazza & Associates (“Piazza”), an experienced affordable housing administrator. The affordable family rental units have 30-year affordability controls established in September 2002. As shown in Table 27, of the 39 total affordable rental units, 20 units are affordable to low-income households and 19 are moderate-income units; there are 11 one-bedroom units and 28 two-bedroom units. Pursuant to the Township’s 2002 JOR, a deviation from the required three-bedroom unit minimum is permitted as the developer redeveloped an existing apartment building and worked within the established footprints of the former complex. Documentation confirming the terms of the affordability controls is provided as Exhibit F of this Plan.

**Table 27. Income/Bedroom Distribution, The Courtyards**

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	-	-	-	0
Low-Income	6	14	-	20
Moderate-Income	5	14	-	19
<b>Total</b>	<b>11</b>	<b>28</b>	<b>0</b>	<b>39</b>

*Alternative Living Arrangements – Completed*

Edgewater Park Township is eligible for seven (7) credits from five (5) alternative living arrangements in operation during the Prior Round including three (3) transitional facilities for the homeless operated by Oaks Integrated, an emergency shelter for the homeless run by the Affordable Homes Group, and a licensed group home now operated by A.D.E.P.T.. All five (5) facilities were approved as part of Second Round JOR.

Oaks Integrated (formerly known as Family Service of Burlington County)

Oaks Integrated owns and operates three (3) transitional facilities for the homeless. Each unit is located within the Cooper Valley condominium complex and has two (2) bedrooms; all six (6) bedrooms are affordable to very low-income residents. The three (3) units serve income-qualified residents who receive housing assistance from HUD. Oaks Integrated previously received a supportive housing capital funding award from HUD, which required 20-year controls from the date of initial occupancy as a condition of the funding. The units were established and occupied in 1999 and are marketed in accordance with HUD's affirmative fair housing marketing plan. Oaks Integrated extended affordability controls by 20 years in 2015, bringing the controls to 2035. The Oaks Integrated units are eligible for six (6) credits (credit by the bedroom). Of the 6 total bedrooms, two (2) bedrooms will address the Township's Prior Round obligation. See crediting documents in Exhibit G.

The Affordable Homes Group, Inc.

The Affordable Homes Group, Inc. (also known as The Salt & Light Company, Inc.) owns and operates an emergency shelter facility for the homeless in the Arbor Green Condominium. The one-bedroom unit provides emergency shelter for low-income homeless residents for an average length of stay of six (6) to 12 months. The Affordable Homes Group, Inc. received capital funding from DCA for the unit. The unit was established and occupied in 1999, had a 10-year deed restriction, and was marketed through the County Board of Social Services. Salt & Light confirmed that the controls remain in place. The unit addresses COAH's regulations for alternative living arrangement credit at N.J.A.C. 5:93-5.8. The residence was approved for one (1) credit by the Court in the Township's Second Round JOR.

A.D.E.P.T. Programs, Inc.

A.D.E.P.T. now owns and operates a four-bedroom group home on North Garden Boulevard. The facility is for low-income residents over 18 years of age and has been in operation since 1998. The previous group home provider, Prince Association for the Developmentally Disabled, received capital and operating funding from the New Jersey Department of Human Services ("DHS") and the group home had a 20-year control period from 1998 to 2018. Since expiration of the controls, the facility has continued operation by A.D.E.P.T. and has an annual DHS operating contract. The unit addresses COAH's regulations for alternative living arrangement credit at N.J.A.C. 5:93-5.8. The unit was approved for four (4) credits (credit by the bedroom) by the Court in the Township's Second Round JOR. A.D.E.P.T. has a current license from the DHS and completed an updated group home survey in 2024, see Exhibit G.

*100% Affordable Site – Approved, LIHTC Award*

Edgewater Park Senior/Supportive Apartments

The approved 100% affordable senior/supportive housing development, known as Edgewater Park Senior Apartments, will be located on an approximately 5.81-acre portion of Block 502, Lot

11, a parcel of wooded land owned by the Township, and is located along the northerly side of Delanco-Coopertown Road. See the aerial map of the “Edgewater Park Senior 100% Affordable Site” on the following page. The property consists of wooded land with no environmental constraints. Edgewater Park Township amended its Settlement Agreement with FSHC in June 2024 (Exhibit C) to include this 100% affordable housing senior development as a new compliance mechanism to further address the entirety of its affordable housing obligations. The Court approved the amended Settlement Agreement by Order dated August 27, 2024.

On June 18, 2024, the Township and the experienced affordable housing developer of the site (the Walters Group) entered into a developer’s agreement for the conveyance of a portion of Lot 11 from the Township to the Developer for the construction of the affordable senior site. To further enhance the project’s financial feasibility and comply with Housing and Mortgage Finance Agency (“HMFA”) requirements, the Township passed Resolution #2024-65 on May 21, 2024, approving a Financial Agreement with the developer and establishing a Payment in Lieu of Taxes (“PILOT”) for the project.

On July 18, 2024, the Planning Board granted preliminary and final site plan and minor subdivision approval. On August 1, 2024, the Township passed Ordinance #2024-12, adopting a Redevelopment Plan after previously designating the subject property as an Area in Need of Redevelopment pursuant to the Local Redevelopment and Housing Law at N.J.S.A. 40A:12A-1. The Redevelopment Plan for the site specifically provides for the “construction of up to 58 units of 100% affordable, age-restricted housing within the Project Area.” In early August 2024, the Walters Group pursued 9% Low Income Housing Tax credit (“LIHTC”) financing for the site from HMFA, and on December 10, 2024, they received the tax credit award for the 58-unit, 100% affordable senior and supportive housing development. According to the Tax Credit Form 10, all 58 units will have one (1) bedroom. Of the 58 rental units, eight (8) will be non-age restricted supportive housing units, which will be affordable to very low-income individuals, 21 will be low-income units, and 29 will be moderate-income units. The Walters Group, an experienced 100% affordable housing developer and administrative agent, will administer the senior/supportive affordable rental units. Documentation confirming the income and bedroom distribution breakdown of the units, as well as the LIHTC award, is provided as Exhibit K of this Plan.





A PORTION OF BLOCK 502, LOT 11

## Senior 100% Affordable Housing Site

Edgewater Park Township, Burlington County, NJ

Source:  
Burlington County  
Aerial Photo: Aerial Photo, Inc. 11/2/2015  
Publisher: The Department of Transportation Planning Division  
Division of Information Technology (DIT)  
Bureau of Geographic Information Systems (BGIS)  
Special Flood Insurance District  
The National Flood Hazard Layer (NFHL)  
Organization: Federal Emergency Management Agency  
Publication Date: 2014  
State Slope Source  
Bureau of Geographic Information  
New Jersey 10-Point Resolution LGA-8, 10-Point Decision and Mapping  
Service: Digital Services Bureau (DSB), New Jersey National  
Organization: New Jersey Department of Transportation  
Publication Date: 10/2015  
Aerial Source  
The Township of Edgewater Park  
Publication: 10/2015  
Publication Date: 10/2015

0 25 50 100 Feet

**Clarke Caton Hintz**  
Architecture  
Planning  
Landscape Architecture



As reflected in the Court-approved Amended Settlement Agreement with FSHC (Exhibit C), the senior/supportive housing development will further address the Township's affordable housing obligations. Of the 58 rental units, seven (7) affordable senior units will address the Township's Prior Round obligation.

In accordance with the requirements of N.J.A.C 5:93-5.3, municipalities shall designate sites that are available, suitable, developable, and approvable (defined in N.J.A.C 5:93-1.3) and align with the SDRP, per N.J.A.C. 5:93-5.4. The subject property and the Township-approved and LIHTC-approved 100% development addresses these conditions as detailed above and as follows:

- ✓ **Available.** Edgewater Park Township is the current owner of the subject property and per the June 18, 2024 Developer's Agreement with the Walters Group, the Township agreed that the "title to the Premises shall be good and marketable" and that there are no encumbrances that "materially and adversely affect construction, use and occupancy of the Project."
- ✓ **Approvable.** On July 18, 2024, the Planning Board granted preliminary and final site plan and minor subdivision approval. On August 1, 2024, the Township adopted a Redevelopment Plan which provides for the "construction of up to 58 units of 100% affordable, age-restricted housing within the Project Area." Walters was awarded tax credit funding in December 2024.
- ✓ **Developable.** Sites that are "developable" have access to appropriate water and sewer infrastructure and are consistent with the areawide water quality management plan. Although sanitary sewer service is available along Delanco-Coopertown Road, the subject property itself is not included within the sewer service area approved by the New Jersey Department of Environmental Protection ("DEP"). Based on information provided by the Township Engineer, the proposed senior affordable housing development is projected to convey a maximum of 6,380 gallons per day ("gpd"), calculated from 58 one-bedroom units at 110 gpd each. According to N.J.A.C. 7:14A-22.4(a), the Township Engineer confirmed that the subject property does not require Treatment Works Approval ("TWA") because the projected flow is less than 8,000 gpd. He also stated that projects exempt from TWA are also deemed consistent with the Water Quality Management Plan ("WQMP"). Therefore, the Township Engineer confirmed that the project does not require Edgewater Park to file an amendment to the WQMP and also confirmed that the exclusion of the subject property from the sewer service area does not impede residential affordable housing development on the site. The Walters Group will be upgrading, repairing, and connecting to an existing, privately owned and operated pump station on the site that currently serves the adjacent inclusionary affordable housing development known as The Courtyards. As detailed below, a portion of the costs of improvements will be covered from the Township's trust fund to support the development.
- ✓ **Suitable.** Sites that are "suitable" are adjacent to compatible land uses, have access to appropriate streets, and are consistent with the environmental policies of N.J.A.C. 5:93-4.

As previously mentioned, the property is situated along Delanco-Coopertown Road. The properties to the west include the Samuel M. Ridgeway Middle School, the Township's Weimann Sports Field (a Green Acres-encumbered property), and the Edgewater Park Municipal Building. A warehouse facility known as Exeter Warehouse is located to the south beyond Delanco-Coopertown Road. Several multifamily residential developments are present in the surrounding area, including The Courtyards on the adjoining eastern property, the Edgewater Manor Apartments and the Arbor Green Condominiums north of the site, and the Cooper Valley Village to the southwest. There are no wetlands, floodplains, steep slopes or Category One streams that encumber the site.

- ✓ **Smart Growth Planning.** The 2001 Adopted State Plan Map and the 2025 Preliminary State Plan Map designates the property as the Metropolitan Planning Area (PA 1). The intention of the Metropolitan Planning Area is to provide for much of the State's future development in a compact form and is the preferred location for affordable housing development. In addition, the NJ Transit Route 409 provides bus service along US Route 130 to points to the north including Burlington City, Florence Township, and Bordentown, and south to Camden and points in between. Also, the site is located approximately 1 mile south from the Beverly-Edgewater Park River Line Station which provides rail transit service between Camden (with connections to PATCO for service to Philadelphia and Atlantic City) and Trenton (with connections to NJ Transit/Amtrak to points north and south).

In addition, the approved senior affordable housing development addresses the requirements for municipally-sponsored construction, defined in N.J.A.C. 5:93 5-5 as follows:

- ✓ **Site Control.** Edgewater Park Township is the current outright owner of the property and the Township will transfer title to the property to the Walters Group as part of the development process for the site as set forth in the 2024 Developer's Agreement, thereby demonstrating site control.
- ✓ **Administrative Agent.** Walters Group, an experienced affordable housing developer, intends to serve as the long-term administrative agent for the project, overseeing all aspects of the development and ensuring adherence with HMFA's/COAH's/UHAC requirements including appropriate income distribution with at least 13% very-low income affordable rental housing affordable to individuals or households earning 30% or less of regional median income, ensuring the filing of 45-year affordability controls, providing affirmative marketing efforts including advertising on the NJ Housing Resource Center ("HRC") pursuant to State Law, income qualifying tenants and overseeing the long-term management of the 100% affordable development.
- ✓ **Funding Capabilities.** As discussed above, the Walters Group was awarded 9% LIHTC financing. Also, the Township will fund the 100% affordable Edgewater Park Township senior/supportive housing site through the donation of land plus the commitment of

\$350,000 in trust funds (with both the land donation and trust funds totaling at least 3% of the development costs.)

- ✓ **Construction Schedule.** The Walters Group is well ahead of the remaining development schedule deadlines set forth in the 2024 Amended FSHC Agreement which stipulates that construction of the project is to begin within two years of court approval of the amendment (or by August 2026). As all local and County permitting has progressed, construction on the site is expected to begin in late June 2025, more than a year ahead of the FSHC amended agreement deadline.

### *Prior Round Rental Component and Rental Bonuses*

As previously noted, Edgewater Park has more than addressed the 8-unit Prior Round minimum rental component with eight (8) family rental units at The Courtyards, the seven (7) units/bedrooms at alternative living arrangements, and the seven (7) senior affordable rentals. As such, the Township is eligible for a total of eight (8) Prior Round rental bonuses for the completed family affordable rental units. Also, see the overall Prior Round low- and moderate-income breakdown of family units in Table 35.

### **Satisfaction of the Third Round Obligation**

Edgewater Park's Third Round obligation established through the 2016 Third Round FSHC Settlement Agreement is 120. As is similar to the Prior Round, the Township must also adhere to a minimum rental obligation, a maximum number of age-restricted units, and a maximum number of bonuses in the Third Round (based on Second Round rules). Further, the Township must adhere to a minimum number of very low-income units pursuant to the 2008 amended FHA (as shown in Table 34, below) and other requirements such as minimum number of family units, family rental units, and family very low-income units (as shown in Table 36, below) pursuant to the terms of the Court-approved 2016 Third Round FSHC Settlement Agreement. These obligations are calculated as follows:

Minimum Third Round Rental Obligation = 30 units

$$0.25 (120) = 30$$

Maximum Third Round Age-Restricted Units = 30 units

$$0.25 (120) = 30$$

Minimum Very Low-Income Units – See Tables 34 and 36 below

Minimum Third Round Family Units = 45 units

$$0.50 (90 \text{ total units}) = 45$$

Minimum Third Round Family Rental Units = 15 units

0.50 (30 minimum rental requirement) = 15

Minimum Very Low-Income Family Units - See Tables 34 and 36 below

As summarized in Table 28, Summary of Credits/Bonuses Addressing Third Round Obligation, the Township has addressed its 120 Third Round obligation with two inclusionary developments completed and one under construction, a completed market-to-affordable rental program, a completed alternative living arrangement facility, an approved 100% affordable housing senior/supportive housing development, and Third Round rental bonuses.

**Table 28. Summary of Credits/Bonuses Addressing Third Round Obligation**

<b>Edgewater Park's Third Round Compliance Mechanisms: 120 Third Round Obligation</b>	<b>Credits</b>	<b>Rental Bonuses</b>	<b>Total</b>
<i>Inclusionary Development – Completed</i>			
The Courtyards – Affordable Family Rentals, 31 bal., of 39	31	30, cap	61
<i>Inclusionary Development – Completed</i>			
Fox Run (Ryan Homes) – Affordable Family For-Sale, 19 of 20	19	--	19
<i>Inclusionary Development – Under Construction</i>			
Eagle Chase/Abergel Site – Affordable Family Rentals (4 of 24)	4	--	4
<i>Market-to-Affordable Program - Completed</i>			
Salt & Light – Affordable Family Supportive Rentals	2	--	2
<i>Supportive/Special Needs - Completed</i>			
Oaks Integrated/Family Service – Group Homes (4 of 6 bedrooms)	4	--	4
<i>100% Affordable Site – approved, LIHTC award</i>			
Edgewater Park Senior/Supp. Apts. (Walters Group) senior affordable rentals (30 of 58)	30	--	30
<b>Total</b>	<b>90</b>	<b>30</b>	<b>120</b>

The locations of these sites included in the above table are shown herein on the aerial map entitled “Affordable Housing Sites.”

*Inclusionary Development – Completed*

The Courtyards

Edgewater Park partially addressed its Prior Round obligation with eight (8) of the 39 total affordable units in The Courtyards inclusionary family rental development. The remaining 31 will be used to satisfy Edgewater Park's Third Round obligation. The 30-year affordability controls will be in place throughout the entire Third Round period as the controls are through September 14, 2032; documentation confirming the terms of the affordability controls is provided as Exhibit F of this Plan (see the Prior Round section for additional details on the family affordable rental units).

Additionally, the 31 family affordable rental units address the entirety of the Township's 30-unit Third Round rental unit obligation. The 31 rental units at The Courtyards are eligible for 30 Third Round rental bonuses pursuant to N.J.A.C. 5:93-5.15(d).

*Inclusionary Development – Completed*

Fox Run

Fox Run is an existing inclusionary development on a 12.28-acre tract located near Route 130 on Benford Lane on Block 1202, Lots 4.56-4.63 and Block 1202.1, Lots 9-12 and 21-28 (formerly Block 1202, Lot 4.01). On May 19, 2015, the Township entered into an Affordable Housing Agreement with K-2 Management, LLC, regarding this inclusionary housing development and establishing the parameters of the provision of the 20 affordable family for-sale units as part of a 100-unit for sale inclusionary residential townhouse community.

Piazza administers the 20 family affordable for-sale units including the affirmative marketing in accordance with UHAC at N.J.A.C. 5:80-26.1. The affordable units have at least 30-year affordability controls established in a restrictive covenant which establishes that the controls start on the date the certified household takes title with differing 2019 start dates related to closing/title transfer of the unit. All units have been sold, and Certificates of Occupancy were issued in 2019. As shown in Table 29, ten (10) of the affordable units at Fox Run have two (2) bedrooms and ten (10) affordable units have three (3) bedrooms. Additionally, 10 of the affordable units are affordable to low-income individuals (5 two-bedroom and 5 three-bedroom units) and 10 units are moderate-income units (5 two-bedroom and 5 three-bedroom units). Of the 20 total affordable family for-sale units, 19 units will address the Township's Prior Round obligation. Documentation of the deed restriction and certificates of occupancy for each unit are provided as Exhibit H of this Plan.

**Table 29. Income/Bedroom Distribution, Fox Run**

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	-	-	-	0
Low-Income	-	5	5	10
Moderate-Income	-	5	5	10
<b>Total</b>	<b>0</b>	<b>10</b>	<b>10</b>	<b>20</b>

*Inclusionary Development – Completed/Awaiting Certificates of Occupancy*

Eagle Chase (Abergel-Ariel Realty)

Eagle Chase is an existing inclusionary development located near Route 130 between F. Parsons Boulevard and Forrestal Drive on former Block 1202, Lots 1.10 and 9, which have been since subdivided. On May 4, 2021 (amended May 16, 2023), the Township entered into a developer's agreement with Abergel-Ariel Realty for an inclusionary development with affordable family rental units provided as a 15% set aside (24 affordable family rental units), now known as Eagle Chase. In 2019, the site was granted preliminary and final major subdivision and site plan approval to construct 160 total units including 136 for-sale market-rate townhouse units, two (2) 12-unit apartment buildings consisting of 24 affordable family rental units, and a 16,000 square foot retail building. The Eagle Chase development is nearing completion and TCO's were recently issued for the 24 affordable rental units. The residential development is approximately 16.5 acres, of which 2.87 acres consist of the affordable units located on Block 1202.12, Lot 23 and Block 1202.11, Lot 20.

The remainder of the site contains the existing Pep Boys Auto Parts and Service Center on Lot 9.02, as well as an approved development of the tract frontage along Route 130 on Block 1202.11, Lot 21, which has recent approvals for a mixed use inclusionary development known as "Ariel Realty/Mixed Use." This site is discussed under "Satisfaction of the Fourth Round Obligation".

According to the 2023 Abergel-Ariel amended developer's agreement with the Township (as shown in Table 30, below), six (6) of the affordable units will have three (3) bedrooms, 15 will have two (2) bedrooms, and three (3) will have one (1) bedroom. Four (4) units will be very-low income units, eight (8) will be low-income units, and 12 will be moderate-income units. Piazza will administer the family affordable rental units including the affirmative marketing in accordance with UHAC at N.J.A.C. 5:80-26.1. As further stated in the 2023 amended developer's agreement, the affordable family rental units will remain affordable units for a period of at least 30 years from the date of initial occupancy. Crediting documentation for this project is provided in Exhibit I.

Of the 24 affordable family rental units, four (4) units will address the Township's Third Round obligation.

**Table 30. Income/Bedroom Distribution, Eagle Chase**

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	1	2	1	4
Low-Income	1	5	2	8
Moderate-Income	1	8	3	12
<b>Total</b>	<b>3</b>	<b>15</b>	<b>6</b>	<b>24</b>

*Market-to-Affordable Program*

The Salt & Light Company, Inc.

Pursuant to COAH's rules at N.J.A.C. 5:93-1.3 and 5.11, municipalities may address a portion of their fair share obligation through a write-down/buy-down (later referred to as market-to-affordable) program. The market-to-affordable program allows municipalities to purchase or subsidize existing units to create housing units affordable to low- and moderate-income households. On June 30, 2012, the Township implemented its market-to-affordable program by entering into an agreement with The Salt & Light Company, Inc. ("Salt & Light"), an experienced affordable housing developer. The 2012 agreement outlined the Township's commitment to subsidize the acquisition of properties suitable for affordable housing. The Township received Spending Plan approval from the Court on June 15, 2012 and from COAH on April 28, 2014, which specifically included the Township's market-to-affordable program.

Pursuant to the Township's executed contract with Salt & Light, Edgewater Park committed \$42,500 from its affordable housing trust fund and Salt & Light purchased two (2) units in the Arbor Green condominium development to be converted into affordable family rental units. In November 2016, the Township amended its June 2012 agreement with Salt & Light to specify the establishment of one very low-income unit and one low-income unit at Arbor Green. Pursuant to this amended agreement, both units have 50-year deed restrictions. The units are administered by Salt & Light in accordance with COAH's rules at N.J.A.C. 5:93 and UHAC at N.J.A.C. 5:80-26.1. Payment of \$42,500.15 was made by the Township to Salt & Light in December 2016. The payment included \$15,717.15 for affordability assistance for the creation of a very low-income unit.

Documentation confirming the credit-eligibility of the market-to-affordable units purchased and administered by Salt & Light including the agreements referenced above and the deed restriction is provided as Exhibit G of this Plan.

As shown in Table 31, bedroom distribution of the two (2) family affordable for-sale units consists of two (2) one-bedroom units. Income distribution consists of one (1) very low-income unit and one (1) low-income unit.

**Table 31. Income/Bedroom Distribution, Salt & Light**

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	1			1
Low-Income	1			1
Moderate-Income				0
<b>Total</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>



*Alternative Living Arrangements – Completed*

Oaks Integrated

Edgewater Park partially addressed its Prior Round obligation with two (2) of the six (6) total very low-income bedrooms within the three (3) Oaks Integrated transitional facilities that are affordable to very low-income residents. The remaining four (4) very low-income bedrooms will be used to satisfy Edgewater Park's Third Round obligation. The initial 20-year affordability controls that were through 2015 were previously extended by Oaks for another 20 years through 2035, thus, they will be in place throughout the entire Third Round Period ending in 2025. Crediting documentation for this project is provided in Exhibit G.

*100% Affordable Site – Approved, LIHTC Award*

Edgewater Park Senior/Supp. Apts. (Walters Group)

As reflected in the Court-approved 2024 Amended FSHC Settlement Agreement, the 100% affordable senior/supportive development will further address the Township's affordable housing obligations. Of the 58 affordable rental units, 30 affordable senior units will address the Township's Third Round obligation. Crediting documentation for this project is provided in Exhibit K. See the Prior Round section for additional details on the 100% affordable senior rental units.

*Third Round Rental, Family, Senior Component and Third Round Rental Bonuses*

Edgewater Park has more than addressed the 30-unit Third Round minimum affordable rental requirement with 31 family rental units at The Courtyards, two (2) family rental units created as part of the Township's market-to-affordable program, four (4) family rental units provided at Eagle Chase, four (4) group home rental bedrooms, and 30 senior rental units at the 100% affordable Edgewater Park Senior/Supportive Apartments. As such, the Township is eligible for a maximum total of 30 Third Round rental bonuses for the 37 completed family affordable rental units towards the Third Round. The Township is also in compliance with the terms of the Settlement Agreement, which requires that 50% of the minimum number of Third Round rental units (15) be available to families. The Township is also proposing 30 of the 58 approved senior rental units at Edgewater Park Senior/Supportive Apartments to address the Third Round obligation, which does not exceed the 25% Third Round cap on senior units. Lastly, 54 of the 90 units addressing the Third Round obligation are family units. Thus, the Township complies with the terms of the Settlement Agreement, which requires that 50% of all Third Round units be available to families.

## Satisfaction of the Fourth Round Prospective Need Obligation

On January 22, 2025, Edgewater Park filed a resolution with its DJ action declaring a Fourth Round Present Need of 72 and a Fourth Round Prospective Need of 59, as calculated by DCA according to the methodology described in the 2024 DCA report titled *Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background*. The minimum number of affordable family units and maximum number of age-restricted affordable units are established using the following formulas:

Minimum Fourth Round Rental Obligation = 12 units

$0.25 (59 - 14 \text{ bonuses} = 45) = 11.5$  units, required to round up

Maximum Fourth Round Age-Restricted Units = 13 units

$0.30 (59 - 14 \text{ bonuses} = 45) = 13.5$ , required to round down

Minimum Fourth Round Very Low-Income Units = 6 units

$0.13 (45 \text{ Fourth Round units}) = 5.85$ , required to round up

Minimum Fourth Round Family Units = 23 units

$0.50 (59 - 14 \text{ bonuses} = 45) = 22.5$ , required to round up

Minimum Fourth Round Family Rental Units = 6 units

$0.50 (12 \text{ minimum rental requirement}) = 6$

Minimum Fourth Round Very Low-Income Family Units = 3 units

$0.50 (6 \text{ very low-income requirement}) = 3$

Maximum Fourth Round Bonuses = 14 bonuses

$0.25 (59) = 14.75$ , required to round down

As summarized in Table 32, Summary of Credits/Bonuses Addressing Fourth Round Obligation, the Township proposes to address its 59 Fourth Round prospective need obligation with an inclusionary development completed and one under construction, an approved mixed-use inclusionary development, an alternative living arrangement facility under renovation, an approved 100% affordable housing senior/supportive housing development, and Fourth Round bonuses.

**Table 32. Summary of Credits/Bonuses Addressing Fourth Round Obligation**

<b>Edgewater Park's Fourth Round Compliance Mechanisms: 59- Fourth Round Obligation</b>	<b>Credits</b>	<b>Bonuses</b>	<b>Total</b>
<i>Inclusionary Development – Completed</i>			
Fox Run (Ryan Homes) – Affordable Family For-Sale (1 bal., of 20)	1	--	1
<i>Inclusionary Development – Under Construction</i>			
Eagle Chase/Abergel – Affordable Family Rentals (20 bal., of 24)	20	--	20
<i>Inclusionary Mixed-Use Development – Approved</i>			
Ariel/Rt. 130 Mixed Use – Affordable Family Rentals	7	--	7
<i>Inclusionary Development – Amended Zoning</i>			
Varsaci Site – Affordable Family Rental – surplus	--	--	--
<i>Supportive/Special Needs – Under Renovation</i>			
Oaks Integrated/Perkins Lane – New Group Home (4 bedrooms)	4	1, cap	5
<i>100% Affordable Site – approved, LIHTC award</i>			
Edgewater Park Senior/Supp. Apts. (Walters Group) senior (5) and supportive (8) affordable rentals (13 bal., of 58)	13	13	26
<b>Total</b>	<b>45</b>	<b>14</b>	<b>59</b>
<i>Surplus Varsaci family inclusionary zoning for future round: 16 (20% of 80 total multi-family units; an amended developer's agreement would be needed for rentals)</i>			
<i>Excess Edgewater Park 100% Senior (Walters Group) site = 8 excess senior affordable rentals [58 total – 7 (Prior Round) – 30 (Third Round) – 13 (Fourth Round)= 8 excess senior affordable rentals</i>			

The locations of these sites included in the above table are shown herein on the aerial map entitled “Affordable Housing Sites.”

#### *Inclusionary Development – Completed*

##### Fox Run

Edgewater Park partially addressed its Third Round obligation with 19 of the 20 total affordable units in the Fox Run inclusionary family for-sale development. The remaining one (1) affordable for-sale unit will be used to satisfy Edgewater Park's Fourth Round obligation. The ‘at least’ 30-year affordability controls will be in place throughout and beyond the entire Fourth Round period – through 2049 (differing start dates from 2019 related to closing/title transfer of the unit); documentation confirming the terms of the affordability controls and additional details on the inclusionary family for-sale units is referenced in the Third Round section of this Plan.





Clarke Caton Hintz

Planning

Landscape Architecture

## Affordable Housing Sites

LOCATION:  
Edgewater Park Township, Burlington County, NJ

DATE:  
April 2025



*Inclusionary Development – Under Construction*

Eagle Chase (Abergel)

Edgewater Park partially addressed its Third Round obligation with four (4) of the 24 family rental units in the Eagle Chase (Abergel-Ariel Realty Site) inclusionary family rental development. The remaining 20 units will be used to satisfy Edgewater Park's Fourth Round obligation. TCO's were recently issued by the Township. The affordability controls will be in effect throughout the entirety of the Fourth Round, well beyond 2035. Additional details on the inclusionary family rental units are referenced in the Third Round section of this Plan.

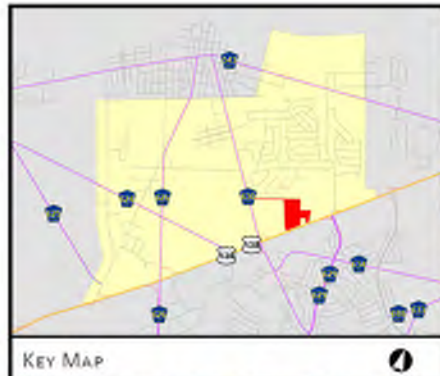
*Inclusionary Development – Approved*

Ariel Mixed Use

The Ariel Mixed Use inclusionary site comprises 2.85 acres of land with frontage along US Route 130 and F. Parsons Boulevard on Block 1202.11, Lot 21. See the aerial map of the "Ariel Mixed-Use Site" on the following page. The property is part of a mixed use development that received prior Board approvals in December 2019 for residential and commercial development, including the Eagle Chase inclusionary development (136 market-rate townhouses, 24 family affordable rental apartments at a 15% setaside), and a 16,000 square foot retail building. The developer (Rt 130S, LLC) then received use or 'd' variance approval on April 20, 2023, to replace the previously approved 16,000 square foot retail building and develop a 4-story mixed use building with commercial uses on the first floor and 45 non-age restricted residential apartments in the above floors (which is now known as Ariel Mixed Use). According to the 2023 approval, the applicant will comply with the Township's Affordable Housing requirements and provide a 15% set aside (the required rental affordable housing setaside) of seven (7) affordable family rental units. Subsequently, the applicant filed for preliminary and final site plan approval with the Board in late 2023 and received approval on January 18, 2024 via Resolution #P-5-2024.

Additionally, as shown in Table 33, the development meets the income and bedroom distribution requirement under COAH's Second Round rules at N.J.A.C. 5:93-7.3 and UHAC at N.J.A.C. 5:80-26.1 as follows: two (2) of the affordable units will consist of three (3) bedrooms, four (4) units will consist of two (2) bedrooms, and one will consist of one (1) bedroom. At least one (1) unit will be affordable to very low-income households. Piazza must administer the family affordable rental units including the affirmative marketing in accordance with UHAC at N.J.A.C. 5:80-26.1. The affordable family rental units will remain affordable units for a period of at least 30 years from the date of their initial occupancy. The 2023 and 2024 approvals for this inclusionary project are provided in Exhibit J.





Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

Block 1202.11, Lot 21

Ariel Mixed Use

Approved Inclusionary Development

LOCATION:

Edgewater Park Township, Burlington County, NJ

DATE:

April 2025



Table 33. Income/Bedroom Distribution, Ariel Mixed Use

Income Distribution	Bedroom Distribution			Total
	1BR / Efficiency	2BR	3BR	
Very Low-Income	-	1	-	1
Low-Income	-	2	1	3
Moderate-Income	1	1	1	3
<b>Total</b>	<b>1</b>	<b>4</b>	<b>2</b>	<b>7</b>

In accordance with the requirements of N.J.A.C 5:93-5.3, municipalities shall designate sites that are available, suitable, developable, and approvable (defined in N.J.A.C 5:93-1.3) and align with the SDRP, per N.J.A.C. 5:93-5.4. The subject property addresses these conditions as follows:

- ✓ **Available.** Sites that are “available” have clear title and are free of encumbrances which preclude development. To our knowledge, there are no legal encumbrances that preclude development of this site for affordable rental housing. Rt 130S, LLC, is the developer and current owner of Block 1202.11, Lot 21 and they received approval of the site for an inclusionary mixed-use development including seven (7) family affordable rental units.
- ✓ **Approvable.** Sites that are “approvable” can be developed in a manner consistent with the rules or regulations of all agencies with jurisdiction over the site. As previously discussed, the site received ‘d’ variance approval on April 20, 2023 for the proposed mixed use development with a 15% set aside of seven (7) affordable units.
- ✓ **Developable.** Sites that are “developable” have access to appropriate water and sewer infrastructure and are consistent with the areawide water quality management plan. The site is in the Township’s sewer service area, and there are nearby existing water and sewer mains. According to the Township Engineer, the Township’s sewer and water system has sufficient capacity to serve the 45-unit Ariel Mixed Use inclusionary development.
- ✓ **Suitable.** Sites that are “suitable” are adjacent to compatible land uses, have access to appropriate streets, and are consistent with the environmental policies of N.J.A.C. 5:93-4. As previously mentioned, the property is situated along US Route 130 and F. Parsons Boulevard and will have direct driveway access on F. Parsons Boulevard. The Fox Run inclusionary townhouse development is located to the west, and the Eagle Chase inclusionary development (completed and awaiting COs) is located to the north. The site is bounded to the south by Route 130/Burlington Pike, and commercial uses that front Route 130 are adjacent to the site. There are no wetlands, floodplains, steep slopes or Category One streams that encumber the site.

- ✓ **Smart Growth Planning.** The 2001 Adopted State Plan Map and the 2025 Preliminary State Plan Map designates the property (and the entire Township) as the Metropolitan Planning Area (PA 1). The intention of the PA 1 is to provide for much of the State's future development in a compact form and is the preferred location for affordable housing development. In addition, the NJ Transit Route 409 provides bus service along US Route 130 to points to the north including Burlington City, Florence Township, and Bordentown, and south to Camden and points in between. Also, the site is located approximately 1 mile southeast from the Beverly-Edgewater Park River Line Station which provides rail transit service between Camden (with connections to PATCO for service to Philadelphia and Atlantic City) and Trenton (with connections to NJ Transit/Amtrak to points north and south).

### *Inclusionary Development – Updated Inclusionary Zoning*

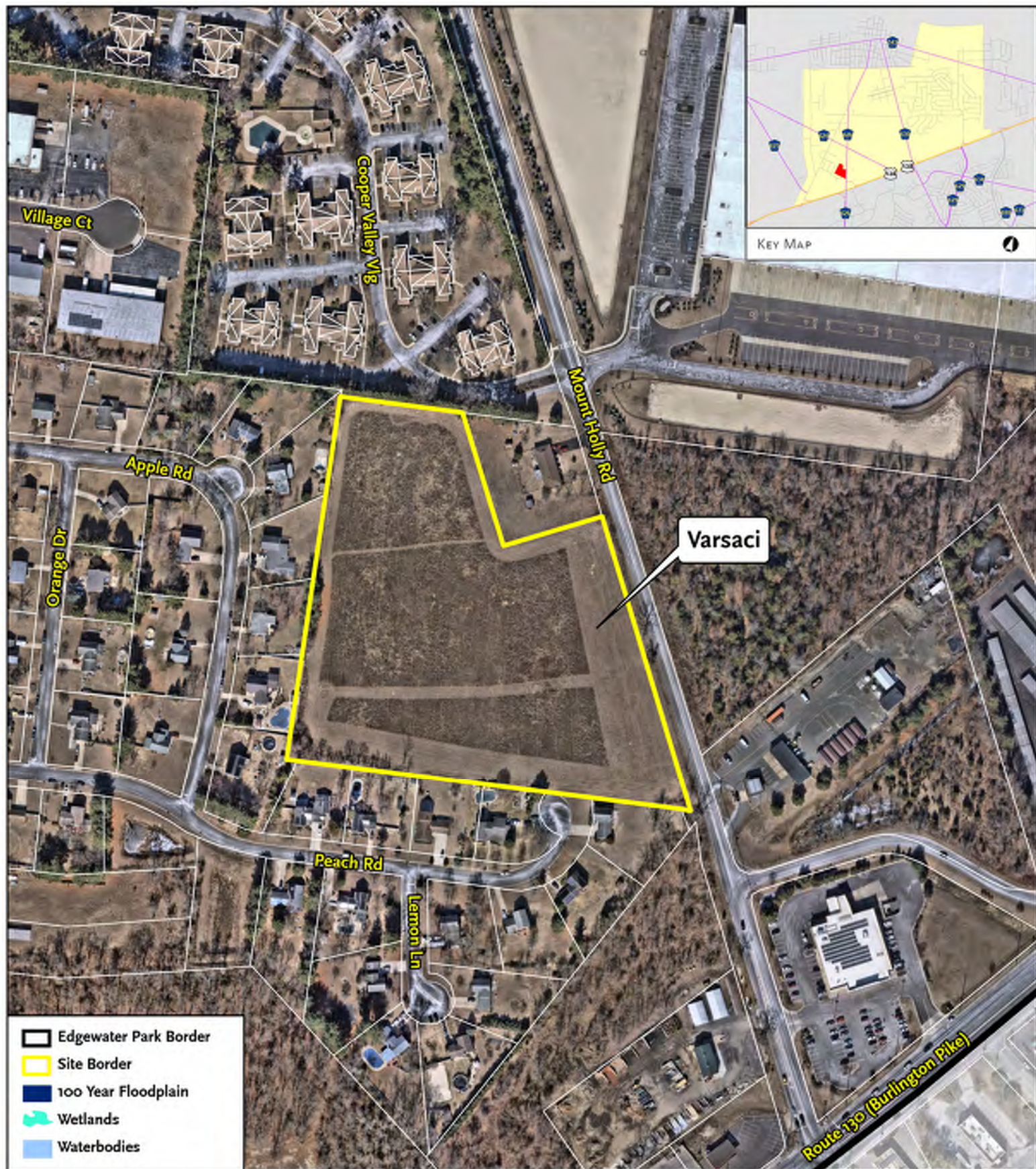
#### Varsaci Site

The Varsaci site is currently comprised of two (2) tracts; one tract (Block 203, Lots 3 and 3.02) is 65 acres located off of Bridgeboro Road and Green Street and the other tract (Block 404.06, Lot 1) is 10 acres located on Mt. Holly Road. In 2010, these tracts were rezoned as R-7 and R-8 Residential Districts to settle earlier litigation. Pursuant to the Township's Land Development Ordinance, Block 203, Lots 3 and 3.02 (R-7) permits 44 single-family detached units and Block 404.06, Lot 1 (R-8) permits 19 single-family detached and 24 single-family attached units. In 2018, the Township's Land Development Ordinance was further amended to permit multifamily units (apartments) in the R-8 District.

The two (2) Varsaci tracts were previously court-approved to be developed together as one (1) inclusionary housing development. Although the Township had numerous meetings with the Varsaci family members and various developers throughout the Third Round regarding the Varsaci tracts, a formal development application was not forthcoming consistent with the court-approved Third Round inclusionary zoning. In order to enhance the developability of both Varsaci tracts, the Township will negotiate with the Varsaci representatives and will initially offer to delink both tracts and keep just the 10-acre Mt. Holly Road tract (Block 404.06, Lot 1) for inclusionary affordable housing production, albeit at a higher density for multi-family inclusionary development. See the aerial map of the "Varsaci Site – Updated Inclusionary Zoning" on the following page.

Regarding the 65-acre portion of the Varsaci tract (Block 203, Lots 3 and 3.02), the Township anticipates continuing to permit a single-family detached housing product but with no affordable housing setaside required. Instead, any future market rate housing development on the 65-acre tract will require the payment of residential affordable housing development fees into the Township's affordable housing trust fund.





Block 404.06, Lot 1

# Varsaci Site Updated Inclusionary Zoning

LOCATION:  
Edgewater Park Township, Burlington County, NJ

DATE:  
April 2025

Clarke Caton Hintz ● ● ●

Architecture

Planning

Landscape Architecture



The following preliminary zoning updates are proposed for the 10-acre portion of the Varsaci tract (Block 404.06, Lot 1) located in the R-8 Residential District:

- Allow multifamily housing as a principal permitted use.
- Allow a residential density of eight (8) units per acre.
- Allow a maximum principal building and structure height of 40 feet and 3 stories.

At full buildout and with the proposed preliminary zoning changes, the Mt. Holly Road portion (Block 404.06, Lot 1) will yield a total of 80 residential units including 16 affordable units at a 20% affordable housing set-aside for sale affordable housing or 12 affordable units at a 15% affordable housing setaside for rentals. Any affordable units at the site must abide by COAH's rules and UHAC at N.J.A.C. 5:80-26.1 et seq.

In order to provide sufficient time for negotiations between the Township and the Varsaci family, the Township has not currently included any potential affordable housing credits from the remaining Mt. Holly Road inclusionary portion of the Varsaci tract to address the Township's Third Round or Fourth Round affordable housing fair share obligations. Updated inclusionary zoning for the 10-acre Mt. Holly Road portion of the Varsaci site will be finalized through negotiations between the Township and Varsaci representatives and will be submitted to the Superior Court at a later date.

#### *Alternative Living Arrangement – Under Renovation*

##### Oaks Integrated – Perkins Lane

The property located at 1461 Perkins Lane on Block 402, Lot 8.25 was previously used as a group home for adolescents with disabilities and has been vacant since 2021. Dakota Properties, Inc. is the sponsor and Oaks Integrated is currently in the process of renovating the building and intends to re-license as a group home for adults with developmental disabilities. Once the renovations are complete, the State will issue a new Group Home license for adults. The group home consists of four (4) bedrooms for very low-income individuals. The Oaks Integrated units are eligible for four (4) credits (credit by the bedroom) to address the Township's Fourth Round obligation per N.J.A.C. 5:93-5.8(d). In addition, this new Fourth Round group home is eligible for Fourth Round bonuses as discussed below. Crediting documentation for this project is provided in Exhibit G, however, the Township will submit the new license once issued by DHS.

##### Walters Group

As fully discussed in the Prior Round section, this senior development will further address the Township's affordable housing obligations. The remaining 13 units of the 58 rental units will address the Township's Fourth Round obligation. Of the 13 units addressing the Fourth Round, five (5) are age-restricted and eight (8) are non-age restricted supportive housing units, and all eight (8) supportive housing units will be affordable to very-low income households. In addition, all 13 Fourth Round credits are eligible for Fourth Round bonuses as discussed below. Crediting documentation for this project is provided in Exhibit K.

*Fourth Round Rental Component, Family, Senior, Very-Low Component –*

Edgewater Park has more than addressed the 12-unit Fourth Round minimum affordable rental requirement with 20 family rental units provided at Eagle Chase, seven (7) family rental units approved at Ariel Mixed Use, four (4) group home rental bedrooms, and 13 senior/supportive rental units at the 100% affordable Edgewater Park Senior/Supportive Apartments. Of the 44 rental units provided, 27 are family rentals, thus meeting the 50% minimum family rental obligation of 6 units. The Township is also in compliance with the 50% Fourth Round minimum family unit requirement (23 units) by providing one (1) family for-sale unit at Fox Run, 20 family rental units at Eagle Chase, and seven (7) family rental units at Ariel Mixed Use. The Township is also proposing five (5) senior units of the 13 senior/supportive units of the 58 approved senior/supportive rental units at Edgewater Park Senior/Supportive Apartments to address the Fourth Round obligation, which does not exceed the 30% Fourth Round cap on senior units. Lastly, 13% (6 units) of the affordable housing units approved and constructed (or to be constructed) after July 17, 2008 that address the Fourth Round must be available to very low-income households, 50% (3 units) of which must be available to families with children (the new requirement is further explained below). To address this, eight (8) of the 13 rental units at the 100% Edgewater Park Senior/Supportive Apartments addressing the Fourth Round will be affordable to very low-income individuals, one (1) of the seven (7) family affordable rental units at Ariel Mixed Use addressing the Fourth Round will be affordable to very low-income households, and three (3) of the 20 family affordable rental units at Eagle Chase addressing the Fourth Round will be available to families with children.

*Fourth Round Bonuses, Maximum of 14 Bonuses -*

A new type of bonus is permitted in the Fourth Round as set forth in the amended FHA at N.J.S.A. 52:27D-311.k(8) for municipal funding of a 100% affordable site. Thus, since the Township funded the 100% affordable Edgewater Park Township senior/supportive housing site through the donation of land plus the commitment of trust funds (with both the land donation and trust funds totaling at least 3% of the development costs), the 13 affordable senior/supportive units from the 100% affordable housing site addressing the Fourth Round are eligible for 13 Fourth Round bonuses.

The new Oaks Integrated Fourth Round group home is eligible for the one (1) additional Fourth Round bonus (up to the 14 maximum bonuses) per N.J.S.A. 52:27D-311.k(1) – special needs or permanent supportive housing, for one of the four Fourth Round group home credits.

**Very Low-Income Units – Overall Prior, Third, Fourth Round Cumulative Calculation**

Pursuant to the amended FHA (P.L. 2008, c.46), municipalities must ensure that at least 13% of affordable housing units approved and constructed (or to be constructed) after July 17, 2008 are available to very low-income households. Thus, as seen in Table 34 below, overall, a total of 115 affordable units approved and constructed or to be constructed to address a current Township fair

share obligation generate a 15-unit very low-income requirement. Also as shown in Table 34, the Township has addressed this current 15-unit very low-income requirement with 24 very low-income units constructed or approved, representing almost 21% of the 115 total affordable units.

In addition, per the more recently amended FHA (P.L. 2024, c.2) at N.J.S.A. 52:27D-329.1, at least half of very low-income units addressing a Fourth Round Prospective Need must be “available for families with children.” Thus, for the Fourth Round, Edgewater Park is required to provide six (6) very low-income units, three (3) of which must be available to families as shown in the calculation below.

To address the new requirement in the 2024 amended statute, of the 45 total affordable units in Edgewater Park that are addressing the Township’s Fourth Round Prospective Need, at least three (3) units are affordable to very low-income households and are available to families with children, as follows: with 45 actual affordable units addressing Edgewater Park Township’s Fourth Round Prospective Need, the 13% very low-income requirement requires six (6) units to be very low-income affordable units ( $45 \times 0.13 = 5.85$ , rounded up to 6). Half of the six very low-income units required, or three very low-income units ( $6 \times 0.5 = 3$ ) must be available to families with children. The Eagle Chase inclusionary development has two (2) very low-income units available to families with children, including one (1) two-bedroom unit and one (1) three-bedroom unit, and Ariel Mixed Use has one (1) very low-income unit available to families with children, including one (1) two-bedroom unit. Thus, the Township has addressed the new 2024 statutory requirement that at least half of very low-income units addressing a Fourth Round Prospective Need must be “available for families with children” by providing at least three (3) very low-income units at Eagle Chase and Ariel Mixed Use that are available to families with children.

**Table 34. Overall Cumulative Prior, Third and Fourth Rounds Very Low-Income Units Approved and Constructed (To Be Constructed) since July 17, 2008**

Compliance Mechanism*	Total Units	VLI Units	
		Approved	Constructed
Oaks supp hsg, per FSHC 2016 agree.	n/a	-	6 sp. needs
Fox Run	20	-	-
Salt & Light Market to Aff.	2	-	1 family
Eagle Chase/Abergel	24	4 family	-
EPT 100% Senior/Supp. (Walters Gr.)	58	8 supp hsg	-
Oaks/Perkins (new group home)	4	4 sp needs	-
Ariel/Rt 130 Mixed-Use	7	1 family	-
<b>Total Affordable Units and Very-Low Income Credits Provided/Approved</b>	<b>115</b>	<b>24 (20.8%)</b>	
<b>Very-Low Requirement Percentage</b>	<b>13% of 115 = 15 required very-low, rounded up from 14.95</b>		

\*As the Varsaci amended site is not addressing a current Township fair share obligation, the 16 total affordable units anticipated from the Varsaci site are not included in the cumulative table above. The Varsaci amended inclusionary zoning shall, however, continue to require 13% of all affordable family rental units ultimately approved to be very low-income units.

Minimum Very Low-Income Units = 15 units

$0.13$  (115 units built/to be built after 2008) = 14.95, round up

Minimum Very Low-Income Family Units (per Third Round Settlement and P.L. 2024, c.2) = 8 units

$0.50$  (15 very low-income requirement) = 7.5, round up

The Township will satisfy this very low-income requirement with the following:

- One (1) family very low-income unit administered by Salt & Light and created through the market-to-affordable program at the Arbor Green condominium development;
- Four (4) family very low-income units provided as part of the Eagle Chase site;
- Six (6) very low-income special needs units/bedrooms at the three (3) alternative living arrangement facilities administered by Oaks Integrated.
- Four (4) very low-income special needs bedrooms at the Oaks Integrated group home currently under renovations.

- One (1) family very low-income unit approved as part of the Ariel Mixed Use site.
- Eight (8) non-age restricted supportive housing units approved as part of the 100% affordable senior/supportive development (Walters Group).

## INCOME AND BEDROOM DISTRIBUTION

Under COAH's Second Round rules at N.J.A.C. 5:93-7.3 and UHAC at N.J.A.C. 5:80-26.4, family affordable units must adhere to the following bedroom distribution: no more than 20% may be one-bedroom or efficiency units, at least 30% must be two-bedroom units, and at least 20% must be three-bedroom units. Tables 35, 36, and 37 provide a summary of the bedroom-income distribution of affordable family housing units in Edgewater Park for the Prior Round, Third Round, and Fourth Round, demonstrating compliance with these standards.

**Table 35. Income and Bedroom Distribution, Family Units, Prior Round**

Income Distribution	Bedroom Distribution			
	1BR / Efficiency	2BR	3BR	Total
Very Low-Income	n/a	n/a	n/a	N/A
Low-Income	1	4	0	5 (62.5%)
Moderate-Income	1	2	0	3 (37.5%)
<b>Total</b>	<b>2 (25%)</b>	<b>6 (75%)</b>	<b>0 (0%)*</b>	<b>8 (100%)</b>

The above bedroom and income distribution includes eight (8) of the 39 affordable family units from The Courtyards inclusionary development completed. \*Pursuant to the Township's 2002 Second Round JOR, there was an acknowledgement that of the 39 total affordable rental units at The Courtyards, there are 11 one-bedroom units and 28 two-bedroom units and the Court specifically approved a deviation from the required three-bedroom unit minimum as the developer redeveloped an existing apartment building and worked within the established footprints of the former complex.

**Table 36. Income and Bedroom Distribution, Family Units, Third Round**

Income Distribution	Bedroom Distribution			
	1BR / Efficiency	2BR	3BR	Total
Very Low-Income*	2	1	0	3 (n/a%)
Low-Income	6	16	4	26 (46.43%)
Moderate-Income	4	7	16	27 (48.21%)
<b>Total</b>	<b>12 (21.43%)</b>	<b>24 (42.86%)</b>	<b>20 (35.71%)</b>	<b>56 (100%)</b>

The above bedroom and income distribution includes 56 affordable family units within the following projects addressing the Third Round.

\*As not all of these family affordable sites listed below generated a very low-income requirement, the number of very low-income units is skewed in this chart and should be calculated based on a total of 25 family units triggering the 13% requirement or 3.25 very low-income units. The Township addressed this with one (1) very low income family unit provided towards the Third Round at Salt & Light and two (2) very low-income family units provided towards the Third Round at Eagle Chase.:

- The Courtyards (31 of 39 units) – no very low-income requirement generated
- Fox Run (Ryan Homes) (19 of 20 units)
- Salt & Light Company (2 of 2 units) – 1 very low-income family
- Eagle Chase (4 of 24 units) – 2 very low-income family

**Table 37. Income and Bedroom Distribution, Family Units, Fourth Round**

Income Distribution	Bedroom Distribution			
	1BR / Efficiency	2BR	3BR	Total
Very Low-Income	0	2	1	3 (10.71%)*
Low-Income	1	6	4	11 (39.29%)
Moderate-Income	2	8	4	14 (50%)
<b>Total</b>	<b>3 (10.71%)</b>	<b>16 (57.14%)</b>	<b>9 (32.14%)</b>	<b>28 (100%)</b>

The above bedroom and income distribution includes 28 affordable family units (\*not all very low-income units) units within the following projects addressing the Fourth Round:

- Fox Run (Ryan Homes) (1 of 20 units) – 0 very-low family
- Eagle Chase (20 of 24 units) – 2 very-low family, one (1) two-bedroom, one (1) three-bedroom
- Ariel/Rt. 130 Mixed-Use (7 of 7 units) – 1 very-low family, two-bedroom

## **MULTIGENERATIONAL FAMILY HOUSING CONTINUITY**

The FHA requires an HEFSP to provide an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of 23 section 1 of P.L. 2021, c.273 (C.52:27D-329.20). As of April 2025, no recommendations have been issued by the Commission.

## **COST GENERATION**

Edgewater Park Township's Land Development Ordinance has been reviewed to eliminate unnecessary cost generating standards, and provides for expediting the review of development applications containing affordable housing. Such expediting may consist of, but is not limited to, scheduling of pre-application conferences and special monthly public hearings. All development applications containing affordable housing must be reviewed for consistency with the Land Development Ordinance, Residential Site Improvement Standards ("RSIS") (N.J.A.C. 5:21-1 et seq.) and the mandate of the FHA regarding unnecessary cost generating features. Edgewater Park will comply with COAH's requirements for unnecessary cost generating requirements, N.J.A.C. 5:93-10.1, procedures for development applications containing affordable housing, N.J.A.C. 5:93-10.4, and requirements for special studies and escrow accounts where an application contains affordable housing, N.J.A.C. 5:93-10.3. Once DCA and HMFA finalize their rule proposals (not anticipated before June 30, 2025), the Township will revise its Land Development Ordinance, if needed, in accordance with DCA's proposed new regulations at N.J.A.C. 5:99, and UHAC's new 2025 regulations, anticipated to be released shortly, in order to address new requirements to address cost generative issues.

## **MONITORING**

In accordance with the requirements of N.J.S.A. 52:27D-329.2 and -329.4 as amended by P.L. 2024, c.2, by February 15 of each year of the Fourth Round, the Municipality will provide a detailed accounting through DCA's new Affordable Housing Monitoring System ("AHMS") of all affordable units constructed and construction starts during the prior calendar year, and of all residential and non-residential fees collected, interest earned, and other income collected and deposited into the Township's affordable housing trust fund during the prior calendar year. The Township will also provide a detailed accounting in AHMS of all expenditures of affordable housing trust funds during the prior calendar year, including purposes and amounts, and



documentation of the balance remaining in the affordable housing trust fund as of December 31 of that year.

Edgewater Park Township or any other interested party may file an action through the Program seeking a realistic opportunity review at the midpoint of the Fourth Round and shall provide for notice to the public, including a realistic opportunity review of any inclusionary development site in this HEFSP that has not received preliminary site plan approval prior to the midpoint of the 10-year round. If such an action is initiated by Edgewater Park, the Township may propose one or more alternative sites with an accompanying development plan or plans that provide a realistic opportunity for the same number of affordable units and are otherwise in compliance with the FHA and the Mount Laurel doctrine.

## **FAIR SHARE ORDINANCE AND AFFIRMATIVE MARKETING**

The Township of Edgewater Park currently has a Court-approved Fair Share Ordinance (included in Exhibit M). Once DCA and HMFA finalize their rule proposals (not anticipated before June 30, 2025), the Township will prepare an updated Fair Share Ordinance in accordance with court-upheld COAH's rules, DCA's proposed new regulations at N.J.A.C. 5:99, and UHAC's new 2025 regulations that are anticipated to be released shortly, as well as to address any terms of the court-approved Third Round 2016 and 2024 amended FSHC agreement, if relevant. The Fair Share Ordinance will govern the establishment of affordable units in the Township as well as regulating the occupancy of such units. The Township's Fair Share Ordinance covers the phasing of affordable units, the low/moderate income split, including that 13% of all units approved and constructed since 2008 be affordable to very low-income households earning no more than 30% of median income, bedroom distribution, occupancy standards, affordability controls, establishing rents and sales prices, affirmative marketing, income qualification, etc.

As approved by municipal resolution, the Township Clerk, has held and will continue to hold the position of the Municipal Housing Liaison. The Township utilizes a number of existing experienced affordable housing administrative agents including Piazza, the Walters Group, Salt and Light, Oaks Integrated, and A.D.E.P.T. Programs, Inc.

Edgewater Park Township currently has a Court-approved Affirmative Marketing Plan and has prepared a Preliminary Fourth Round Affirmative Marketing Plan (Exhibit N). Once DCA and HMFA finalize their rule proposals (not anticipated before June 30, 2025), the Township will prepare an updated Affirmative Marketing Plan in accordance with DCA's proposed new regulations at N.J.A.C. 5:99, UHAC's new 2025 regulations that are anticipated to be released shortly, any remaining relevant COAH rules not superseded by either the proposed 2025 DCA regulations or the upcoming 2025 revised UHAC rules, as well as to address any terms of the court-approved Third Round FSHC 2016/2024 amended agreement. The Township will adopt an Affirmative Marketing Plan for all affordable housing sites. The Township's current Affirmative Marketing Plan is designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units

located in the Township. Additionally, the Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in the Township's housing region, Region 5, consisting of Burlington, Camden and Gloucester counties.

The Affirmative Marketing Plan lays out the random-selection and income qualification procedure of the administrative agent, which is consistent with COAH's rules and N.J.A.C. 5:80-26.1. All newly created affordable units will comply with the minimum 30-year or 40-year (for rentals) affordability control required by UHAC, N.J.A.C. 5:80-26.1 et seq. This plan must be adhered to by all private, nonprofit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit.

As required by the court-approved Third Round FSHC 2016/2024 amended agreement, the Affirmative Marketing Plan lists FSHC, the State and local chapters of the NAACP, the Latino Action Network, Moorestown Ecumenical Neighborhood Development ("MEND"), Lutheran Social Ministries ("LSM"), and Burlington County Community Action Program ("BCCAP") among the list of community and regional organizations. The Township shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or individual or companies retained to do affirmative marketing, to comply with this paragraph. Finally, in accordance with the July 2020 amendment to the FHA, The Township will include in its Affirmative Marketing Plan the requirement that all units subject to affirmative marketing requirements be listed on the state Housing Resource Center ("HRC") website.<sup>17</sup>

## **DEVELOPMENT FEE ORDINANCE**

The Township has collected development fees since 2000, when the Superior Court approved the Township's first development fee ordinance, and, after the 2008 statutory amendments, the Township amended its development fee ordinance to increase the nonresidential development fee to 2.5%. Additionally, the revised development fee ordinance increased the residential development fee to 1.5% pursuant to N.J.A.C. 5:97-8.3. This revised development fee ordinance was approved by COAH in 2009 and adopted by Edgewater Park in 2010. Once DCA and HMFA finalize their rule proposals (not anticipated before June 30, 2025), the Township will prepare an updated development fee ordinance in accordance with DCA's proposed new regulations at N.J.A.C. 5:99, UHAC's new 2025 regulations that are anticipated to be released shortly, any remaining relevant COAH rules, not superseded by either the proposed 2025 DCA regulations or the upcoming 2025 revised UHAC rules as well as to address any terms of the court-approved Third Round 2016/2024 amended FSHC agreement. The Township's updated 2010 Development Fee Ordinance is included as Exhibit P.

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<sup>17</sup> <https://njhrc.gov>

## **SPENDING PLAN**

Edgewater Park Township's affordable housing trust fund was established on August 2, 2000. As of December 31, 2024, the trust fund maintained a balance of \$1,142,405.75. A new Fourth Round Spending Plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, has been prepared in accordance with N.J.A.C. 5:93-5.1(c) and is included as Exhibit Q. All collected revenues are placed in the Township's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Fourth Round Spending Plan. Once DCA and HMFA finalize their rule proposals (not anticipated before June 30, 2025), the Township will prepare an updated spending plan in accordance with DCA's proposed new regulations at N.J.A.C. 5:99, UHAC's new 2025 regulations that are anticipated to be released shortly, any remaining relevant COAH rules, not superseded by either the proposed 2025 DCA regulations or the upcoming 2025 revised UHAC rules as well as to address any terms of the court-approved Third Round 2016/2024 amended FSHC agreement.

In general, the Township intends to use its trust fund revenues to cover land acquisition costs and provide affordability assistance for the approved 100% affordable, municipally sponsored development – Edgewater Park Twp Senior /Supportive Housing Apartments (Walters Group) site. Additional trust fund expenditures will include dedicating funds towards the Township's rental rehabilitation program, as well as administrative costs related to affordable housing efforts. The Township may, in the future, seek to amend its Spending Plan and obtain court approval to use its affordable housing trust funds for the following additional permitted affordable housing activities, including new, emergent affordable housing activities, subject to applicable limitations and minimum expenditures:

- New construction;
- Purchase of land for low- and moderate-income housing;
- Improvement of land to be used for low- and moderate-income housing;
- Extensions and/or improvements of roads and infrastructure to low- and moderate-income housing sites;
- Assistance designed to render units to be more affordable.

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

The adoption of the Township's Fourth Round Spending Plan will constitute a "commitment" for expenditure per the FHA at N.J.S.A. 52:27D-329.2, with a four-year time period for expenditure that will start with the entry of the Superior Court's Fourth Round Judgment of Compliance and Repose and/or Compliance Certification.

**EXHIBIT A – APRIL 8, 2025 ORDER SETTING FOURTH ROUND OBLIGATION,  
JANUARY 22, 2025 DECLARATORY JUDGMENT FILING OF THE TOWNSHIP'S  
FOURTH ROUND OBLIGATION AND BINDING RESOLUTION**

**PREPARED BY THE COURT**

**IN THE MATTER OF THE  
DECLARATORY JUDGMENT  
ACTION OF THE TOWNSHIP OF  
EDGEWATER PARK,  
BURLINGTON COUNTY  
PURSUANT TO P.L. 2024,  
CHAPTER 2**

Petitioner.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION – CIVIL PART  
BURLINGTON COUNTY  
DOCKET NO. BUR-L-155-25

Civil Action  
Mt. Laurel Program

**ORDER FIXING MUNICIPAL  
OBLIGATIONS FOR “PRESENT NEED” AND  
“PROSPECTIVE NEED” FOR THE FOURTH  
ROUND HOUSING CYCLE**

**THIS MATTER**, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on January 22, 2025 (“DJ Complaint”) by the Petitioner, Township of Edgewater Park (“Petitioner” or “Municipality”), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the “FHA”), and in accordance with Section II.A of Administrative Directive #14-24 (“Directive #14-24”) of the Affordable Housing Dispute Resolution Program (the “Program”), seeking a certification of compliance with the FHA;

**AND IT APPEARING**, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs (“DCA”) issued its report entitled “*Affordable Housing Obligations for 2025-2035 (Fourth Round)*”,<sup>1</sup> therein setting forth the “present need” and prospective need” obligations of all New Jersey municipalities for the Fourth Round housing cycle (the “DCA’s Fourth Round Report”);

**AND IT APPEARING** that, pursuant to the DCA’s Fourth Round Report, the “**present**

<sup>1</sup> See [https://nj.gov/dca/dlps/pdf/FourthRoundCalculation\\_Methodology.pdf](https://nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf)

**need**” obligation of the Petitioner has been calculated and reported as **seventy-two (72)** affordable units, and its “**prospective need**” obligation of the Petitioner has been calculated and reported as **fifty-nine (59)** affordable units, and which calculations have been deemed “presumptively valid” for purposes of the FHA;

**AND THE COURT**, having determined that no “interested party” has filed a “challenge” to the Petitioner’s DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

**AND THE COURT**, having found and determined, therefore, that the “present need” and “prospective need” affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA’s Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:

**IT IS, THEREFORE**, on this 8<sup>th</sup> day of **APRIL 2025 ORDERED AND ADJUDGED** as follows:

1. That the “present need” obligation of the Municipality, be, and hereby is fixed as **seventy-two (72)** affordable units for the Fourth Round housing cycle.
2. That the “prospective need” obligation of the Municipality, be, and hereby is fixed as **fifty-nine (59)** affordable units for the Fourth Round Housing cycle; and
3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the “present need” and “prospective need” allocations aforesaid (and which plan shall include the elements set forth in the “Addendum” attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay..



**IT IS FURTHER ORDERED**, that any and all “challenges” to the Petitioner’s housing element and fair share plan as adopted pursuant to Paragraph 3 above must be filed by August 31, 2025, by way of Answer/Objection filed in the eCourts case jacket for this Docket No. #BUR-L-155-25, and as provided for and in accordance with Section III.B of Directive #14-24; and

**IT IS FURTHER ORDERED**, that a copy of this Order shall be deemed served on the Petitioner, Petitioner’s counsel and the Program Chair upon its posting by the Court to the eCourts case jacket for this matter pursuant to R. 1:5-1(a) and R. 1:32-2A.

SO ORDERED:

A handwritten signature in black ink, appearing to read 'T. Cook', is written over a horizontal line.

HON. TERRENCE R. COOK, A.J.S.C.

(X) Uncontested.

**MALAMUT AND ASSOCIATES, LLC**

Kelly Grant, Esq.(#026962010)  
 457 Haddonfield Road, Suite 500  
 Cherry Hill, New Jersey 08002  
 P: (856)424-1808  
 F: (856) 424-2032

*Attorneys for Plaintiff Township of Edgewater Park*

_____	:
<b>IN THE MATTER OF THE APPLICATION</b>	: SUPERIOR COURT OF NEW JERSEY
<b>OF THE TOWNSHIP OF EDGEWATER PARK,</b>	: LAW DIVISION
<b>COUNTY OF BURLINGTON</b>	: DOCKET NO.
	:
	:
	: <b>Civil Case Type 816</b>
	: (Mount Laurel)
	:
	: <b>COMPLAINT FOR FOURTH ROUND</b>
	: <b>DECLARATORY</b>
	: <b>RELIEF PURSUANT TO THE</b>
_____	: <b><u>DIRECTIVE #14-24</u></b>

Plaintiff, the Township of Edgewater Park, (hereinafter "Edgewater Park Township" or the "Township"), a municipal corporation of the State of New Jersey, with principal offices located at 400 Delanco Rd, Edgewater Park, New Jersey, alleges and says:

**Jurisdiction**

1. Jurisdiction in this matter is established pursuant to the Fair Housing Act, N.J.S.A. 52:27D-304.1(f)(1)(b).

**Introduction**

2. The "Mount Laurel doctrine" refers to New Jersey's affordable housing laws which derived from the landmark cases collectively referred to as "Mount Laurel I" (So. Burlington

County N.A.A.C.P. v. Tp. of Mount Laurel, 67 N.J. 151 (1975),  
cert. denied, 423 U.S. 808, 96 S.Ct. 18, 46 L.Ed.2d 28 (1975)),  
"Mount Laurel II" (So. Burlington County N.A.A.C.P. v. Tp. of  
Mount Laurel, 92 N.J. 158 (1983)), the New Jersey Fair Housing  
Act or "FHA" (N.J.S.A. 52:27D-301 et seq.) and related laws.

3. On March 20, 2024 Governor Murphy signed into law P.L.  
2024, c. 2 which amended the New Jersey Fair Housing Act,  
N.J.S.A. 52:27D-301 et seq ("FHA").

4. Pursuant to the FHA, an Affordable Housing Dispute  
Resolution Program shall be established, and will be responsible  
for overseeing the participating municipalities conformance with  
the Act, as well as oversee dispute resolution relating thereto.  
N.J.S.A. 52:27D-304.1(f)(1).

5. Pursuant to the FHA, on October 18, 2024 the New  
Jersey Department of Community Affairs ("DCA") issued a report  
entitled "Affordable Housing Obligation for 2025-2035 (Fourth  
Round)) Methodology and Background" ("Fourth Round Report").

6. On or about December 13, 2024, the Administrative  
Office of the Courts issued Directive #14-2024 which "promulgate  
procedures and guidelines implementing the Affordable Housing  
Alternative Dispute Resolution Program ("Program")" consistent  
with P.L. 2024, c.2.

**Plaintiff Township's Compliance with the FHA**

7. The Township of Edgewater Park is a body corporate and politic organized under the laws of the State of New Jersey, County of Burlington.

8. The Township Committee is the governing body of Edgewater Park and is responsible, inter alia, to ensure that appropriate and necessary actions are taken to achieve and comply with its affordable housing obligations under the "Mount Laurel doctrine."

9. The Planning Board of Edgewater Park Township is the municipal agency responsible under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., ("MLUL"), for implementing the Housing Element of the Township's Master Plan in a manner that is consistent and compliant with the Township's obligations under the Mount Laurel doctrine.

10. The Township obtained a Final Judgement of Compliance and Repose dated July 11, 2019 for the Township's Third Round cumulative obligations ("JOC").

11. The Township is in compliance with its Third Round requirements pursuant to its JOC and the Township is in compliance with its new Fourth Round reporting and monitoring requirements per the FHA.

12. In the Fourth Round Report the DCA calculated that the Township of Edgewater Park has a Fourth Round present need of

seventy-two (72) units and a prospective need of fifty-nine (59) low- and moderate-income units.

**COUNT I**

**DECLARATION OF THE TOWNSHIP'S FOURTH ROUND PRESENT AND PROSPECTIVE NEED PURSUANT TO THE FAIR HOUSING ACT AS SET FORTH IN THE FOURTH ROUND DCA REPORT**

13. The Township reiterates and incorporates all allegations set forth above as if restated herein.

14. At the regularly scheduled meeting of the Township Committee conducted on January 21, 2025 in accordance with the Open Public Meetings Act, the Township adopted Resolution No. 2025-29 in satisfaction of its obligation pursuant to N.J.S.A. 52:27D-304.1 f.(1)(a) and (b). Exhibit A.

15. Resolution No. 2025-29 accepts the calculation of the Township's present and prospective need obligations by the DCA in the Fourth Round Report and voluntarily submits itself to the jurisdiction of the Program as established by the FHA.

16. Resolution No. 2025-29 was published to the Township's website on January 21, 2025, within 48 hours of resolution adoption.

17. Resolution No. 2025-29 was adopted on January 21, 2025, and the Township filed the instant Declaratory Judgment Action Complaint within 48 hours of resolution adoption per the FHA and Directive #14-2024.

18. The Township is therefore entitled to continued immunity from exclusionary zoning litigation as it has complied with its obligations under the FHA.

**WHEREFORE**, the Township of Edgewater Park hereby demands judgment granting the following relief:

1. Declaring that the Township has a Fourth Round Affordable Housing present need of seventy-two (72) units and a prospective need of fifty-nine (59) units; and
2. The entry of an Order reaffirming the Township's and its Planning Board's Immunity from all exclusionary zoning litigation pursuant to N.J.S.A. 52:27D-304.1 et seq.: while the Township prepares, adopts, endorses, and files its amended Affordable Housing Plan and provides the required public Notice; and
3. The grant of such other relief as may be just and equitable.

#### **COUNT II**

##### **Approval of the Township's Housing Element and Fair Share Plan**

19. Edgewater Park Township has demonstrated a long-standing commitment to comply with its constitutional affordable housing obligation in response to the New Jersey Fair Housing Act ("FHA"), at N.J.S.A. 52:27D-301 et seq., and COAH's Second Round and Third Round regulations (both iterations from 2004 and



2008) at N.J.A.C. 5:93, 5:94 and 5:97, respectively. On September 27, 2002, the Township received a Second Round Judgment of Compliance and Repose from the Superior Court. Subsequently, the Township voluntarily filed a Third Round Declaratory Judgment Action in Superior Court and received a Third Round Final Judgment of Compliance and Repose, dated July 11, 2019.

20. The Township will address its Fourth Round present need and prospective need affordable housing obligations calculated per the Fourth Round DCA Report and the Township is committed to addressing the deadlines established in the FHA in order that its Fourth Round fair share obligations shall be established by default per the FHA.

21. The Township has fully complied with its Prior Round and Third Round fair share affordable housing obligations reflected in the Court-issued Judgments of Compliance and Repose from 2002 and 2019, respectively.

22. Pursuant to Resolution No. 2025-29 the Township intends to develop a Fourth Round Housing Element and Fair Share Plan ("Fourth Round HEFSP") that will provide an opportunity for the creation of sufficient very low-, low- and moderate-income housing by 2035, to satisfy the Township's calculated and accepted Fourth Round present and prospective need pursuant to the Fair Housing Act.

23. In accordance with the FHA and Paragraph III A of AOC Directive #14-2024, the Township will file its adopted Fourth Round HEFSP no later than June 30, 2025,

**WHEREFORE**, the Township of Edgewater Park hereby demands judgment granting the following relief:

1. Declaring that the Township's Fourth Round HEFSP as adopted and filed with this Court in accordance with the FHA and Directive #14-24 complies with the requirements of the FHA; and
2. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township for the period beginning July 1, 2025 and ending June 30, 2035; and
3. The entry of an Order approving the Township's Spending Plan, as filed with the Court or as amended in the future and declaring that the Township has committed for expenditure per the FHA and is free to expend the funds consistent with the programs contemplated in its Spending Plan; and
4. The grant of such other relief as may be just and equitable.

Respectfully submitted,

DATE: January 22, 2025

**MALAMUT & ASSOCIATES**

/s/ Kelly Grant  
*Attorneys for Plaintiff*  
*Township of Edgewater Park*

**TRIAL COUNSEL DESIGNATION**

Pursuant to Rule 4:25-4, be advised that Kelly Grant has been designated as trial counsel on behalf of Plaintiff Edgewater Park Township in the above captioned matter.

DATE: January 22, 2025

**MALAMUT & ASSOCIATES**

/s/ Kelly Grant  
*Attorneys for Plaintiff*  
*Township of Edgewater Park*

**CERTIFICATION OF COUNSEL**

Pursuant to Rule 4:5-1, the undersigned hereby certifies that at the time of filing of this pleading, the matter in controversy is not the subject of any other action pending in any Court and/or Arbitration proceeding.

I also understand that at this time there are no other parties to my knowledge that should be named in this lawsuit.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DATE: January 22, 2025

**MALAMUT & ASSOCIATES**

/s/Kelly Grant  
*Attorneys for Plaintiff*  
*Township of Edgewater Park*

**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2025-29**

**RESOLUTION OF EDGEWATER PARK TOWNSHIP ESTABLISHING THE  
TOWNSHIP'S FOURTH ROUND PRESENT AND PROSPECTIVE NEED PURSUANT  
TO THE FAIR HOUSING ACT AS CALCULATED BY THE NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS**

**WHEREAS**, the New Jersey Fair Housing Act ("FHA") at N.J.S.A. 52:27D-301 et seq., was amended on March 20, 2024, per P.L. 2024, c.2, to include a methodology for the calculation of municipalities' Fourth Round need for providing low- and moderate-income housing; and

**WHEREAS**, the FHA has defined the prospective need to include "a projection of housing needs based on development and growth which is reasonably likely to occur in a region or a municipality, as the case may be, as a result of actual determination of public and private entities" N.J.S.A. 52:27D-304(j); and

**WHEREAS**, the FHA requires that the New Jersey Department of Community Affairs ("DCA") perform a calculation of regional need and municipal present and prospective need in accordance with the formulas established in the FHA; and

**WHEREAS**, the DCA performed the calculation pursuant to the FHA and on or about October 20, 2024 issued a report entitled "Affordable Housing Obligation for 2025-2035 (Fourth Round) Methodology and Background" ("Fourth Round Report"); and

**WHEREAS**, in the Fourth Round Report the DCA calculation indicates the Township of Edgewater Park has a Fourth Round present need of seventy-two (72) units and a prospective need of fifty-nine (59) units; and

**WHEREAS**, the FHA provides municipalities the option to adopt the DCA's findings of present and prospective need and thereby maintain immunity from exclusionary zoning litigation and have the municipality's determination of present and prospective fair share need be granted a presumption of validity in any challenge initiated through the program outlines in the FHA; and

**WHEREAS**, the FHA established the Affordable Housing Alternative Dispute Resolution Program ("Program") to be administered by the Administrative Office of the Courts ("AOC") through which municipalities could retain immunity from builders remedy lawsuits and seek a Fourth Round certification of compliance; and

**WHEREAS**, the AOC adopted Directive #14-24 on December 13, 2024, which requires municipalities who choose to participate in the Program to file a declaratory judgment complaint with the Superior Court of New Jersey, Civil Part within forty-eight (48) hours of adoption of the municipal resolution establishing the municipalities fourth round present and prospective need pursuant to the FHA; and

**WHEREAS**, the Township affordable housing professionals have reviewed the DCA Fourth Round Report, assessed the calculation contained therein and recommend that the



**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2025-29**

Township accept this calculation of the Fourth Round present and prospective affordable housing need attributable to Edgewater Park Township; and

**WHEREAS**, the Township affordable housing professionals further believe it is in the best interest of the Township for the Township to participate in the Program;

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of Edgewater Park Township, in the County of Burlington, and State of New Jersey, that the Township accepts the calculation of a present need of seventy-two (72) units and a prospective need of fifty-nine (59) units for the Fourth Round as calculated by the Department of Community Affairs; and

**BE IT FURTHER RESOLVED**, that the Township affordable housing professionals shall take such action as is necessary to satisfy the January 31, 2025 deadline established in the FHA for the acceptance and determination of its Fourth Round affordable housing obligations in order to maintain immunity from exclusionary zoning litigation; and

**BE IT FURTHER RESOLVED**, that pursuant to AOC Administrative Directive #14-24, the Township Solicitor is authorized and directed to file a declaratory judgment complaint with the Superior Court of New Jersey consistent with this Resolution and within 48 hours of adoption of this Resolution; and

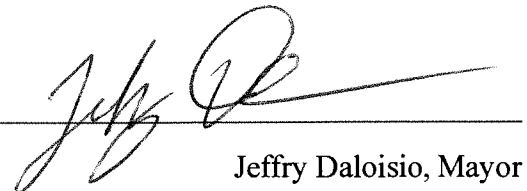
**BE IT FURTHER RESOLVED**, that the Township Solicitor is authorized take such further actions as are necessary to maintain the Township's compliance with the Fair Housing Act; and

**BE IT FURTHER RESOLVED**, that pursuant to the FHA, the Township Administrator and/or Clerk shall publish this Resolution on the Township's publicly accessible Internet website within 48 hours of adoption; and

**BE IT FURTHER RESOLVED**, that the Township's affordable housing professionals shall develop a Fourth Round Housing Element and Fair Share Plan ("HEFSP") that will provide an opportunity for the creation of sufficient low- and moderate-income housing by 2035, to satisfy the Township's calculated and accepted Fourth Round present and prospective need established pursuant to this Resolution; and

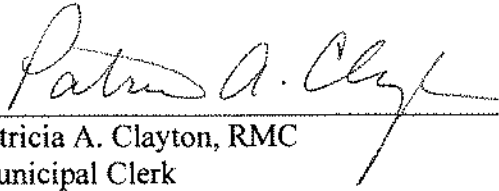
**BE IT FURTHER RESOLVED**, that the HEFSP shall be presented to the Township Committee with sufficient time for the HEFSP to be adopted by the June 30, 2025 deadline set forth in the FHA such that the Township can maintain its immunity.

TOWNSHIP OF EDGEWATER PARK

  
Jeffery Daloisio, Mayor

**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2025-29**

I certify that the foregoing Resolution No. 2025-29 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on January 21, 2025.

  
Patricia A. Clayton, RMC  
Municipal Clerk

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Committeeman Belgard	✓				2nd
Committeeman Malecki	✓				
Committeewoman Scott	✓				1st
Deputy Mayor Cannon-Moye	✓				
Mayor Daloisio	✓				

# Civil Case Information Statement

## Case Details: BURLINGTON | Civil Part Docket# L-000155-25

**Case Caption:** IN THE MATTER OF EDGEWATER PARK  
TWP

**Case Initiation Date:** 01/22/2025

**Attorney Name:** KELLY ANNE GRANT

**Firm Name:** MALAMUT & ASSOCIATES LLC

**Address:** 457 HADDONFIELD RD STE 500

CHERRY HILL NJ 08002

**Phone:** 8564241808

**Name of Party:** PLAINTIFF : Edgewater Park Township

**Name of Defendant's Primary Insurance Company**

(if known): Unknown

**Case Type:** AFFORDABLE HOUSING

**Document Type:** Complaint

**Jury Demand:** NONE

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO

**Does this case involve claims related to COVID-19?** NO

**Are sexual abuse claims alleged by: Edgewater Park Township?**  
NO

## THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** NO

**If yes, is that relationship:**

**Does the statute governing this case provide for payment of fees by the losing party?** NO

**Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:**

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

**Please check off each applicable category:** Putative Class Action? NO Title 59? NO Consumer Fraud? NO  
Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

01/22/2025

Dated

/s/ KELLY ANNE GRANT

Signed



**EXHIBIT B – JULY 11, 2019 COURT ORDER GRANTING THE TOWNSHIP A FINAL  
JUDGMENT OF THIRD ROUND COMPLIANCE AND REPOSE (JOR)**



**FILED with the Court**

**JUL 11 2019**

**MASON, GRIFFIN & PIERSON, P.C.**

Kevin A. Van Hise, Esq. – N.J. Attorney I.D. #016382003

Anthony R. Todaro, Esq. – N.J. Attorney I.D. #202132016

101 Poor Farm Road

Princeton, New Jersey 08540

(609) 921-6543

*Attorneys for Petitioner, Township of Edgewater Park*

**Ronald E. Bookbinder, A.J.S.C.**

IN THE MATTER OF THE APPLICATION OF  
THE TOWNSHIP OF EDGEWATER PARK,  
COUNTY OF BURLINGTON,

Petitioner.

SUPERIOR COURT OF NEW JERSEY  
BURLINGTON COUNTY  
LAW DIVISION

DOCKET NO. BUR-L-1592-15

**CIVIL ACTION**

**FINAL UNCONDITIONAL JUDGMENT OF MOUNT LAUREL COMPLIANCE AND  
REPOSE**

**THIS MATTER** having been opened to the Court upon the filing of a Verified Complaint for Declaratory Judgment in accordance with In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), filed by Mason, Griffin & Pierson, P.C., attorneys for the petitioner, Township of Edgewater Park ("Petitioner" or the "Township"), and Fair Share Housing Center participating in this action as an Interested Party and by virtue of a settlement agreement dated November 21, 2016 (the "Settlement Agreement"), an Intervenor-Defendant; and the Court having appointed Art Bernard, P.P. as the special master (the "Special Master" or "Special Master Bernard"); and the Parties having reached an agreement that the Township's cumulative 1987 – 2025 Third Round Mount Laurel affordable housing obligation is comprised of a Present Need/Rehabilitation Share obligation of 49 units, a Prior Round obligation of 30 units, and a Third Round New Construction Need obligation of 120 units (including the "Gap Present Need" and "Prospective Need"); and the

Planning Board of the Township of Edgewater Park (the "Planning Board" or the "Board") having adopted an Amended Third Round Housing Element and Fair Share Plan (the "Plan") on November 21, 2017, endorsed thereafter by the Edgewater Park Township Committee that same date, to satisfy the Township's cumulative Third Round affordable housing obligations and on June 28, 2017, the Court having conducted a Fairness and Preliminary Compliance Hearing pursuant to East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), and by Order entered on June 29, 2017, the Court finding that the settlement reached in this matter is fair and reasonable to low and moderate income persons and that the Township's Plan was generally compliant subject to certain changes, supplementary materials and conditions recommended by the Special Master in his report dated April 12, 2017; and the Court having scheduled a Compliance Hearing to be held on March 22, 2018 for the purposes of reviewing the supplementary materials provided by the Township and to make a determination as to the Township's entitlement to a Judgment of Compliance and Repose; and the Township having properly caused notice to be published of the Compliance Hearing, with said notice providing an opportunity for any interested party to file an objection on or before March 12, 2018; and no parties having entered objection or challenge; and the Special Master having prepared a comprehensive report dated March 15, 2018; and the Court having considered the moving papers, the matters of record submitted by the Parties, the reports of the Special Master, the testimony of the Township's planning consultant, Mary Beth Lonergan, A.I.C.P., P.P., and Special Master Bernard, and the representations of counsel; and the Court having provided an opportunity for the Parties and members of the public to ask questions and provide comments on



the Plan and matters addressed in the underlying proceedings; and for good and sufficient cause shown for entry of this final unconditional judgment;

IT IS on this 11th day of July, 2019,

**ORDERED** that judgment is hereby entered in favor of Petitioner for a final unconditional judgment of compliance and repose ("Judgment") pursuant to East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996) and Mount Laurel IV; and it is

**FURTHER ORDERED** that, in accordance with the requirements of Morris County Fair Housing Council v. Boonton Twp., 197 N.J. Super. 359 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), and as set forth in the Settlement Agreement and established previously at the June 28, 2017 Fairness Hearing, the Township's cumulative 1987 – 2025 Third Round Mount Laurel affordable housing obligation is comprised of the following: (a) Present Need/Rehabilitation Share obligation of 49 units; (b) Prior Round obligation of 30 units; and (c) Third Round New Construction obligation (including the "Gap Present Need" and "Prospective Need") obligation of 120 units; and it is

**FURTHER ORDERED** that the Township's cumulative 1987 – 2025 Third Round Mount Laurel affordable housing obligation remains subject to the terms and conditions of the Settlement Agreement and the Court's June 29, 2017 Pursuant to Fairness and Preliminary Compliance Hearing Order; and it is

**FURTHER ORDERED** that all objectors, intervening parties, non-parties and members of the public are bound by the findings made by the Court during the Fairness and Compliance Hearing(s) and Orders subsequently entered by the Court in connection therewith; and it is

**FURTHER ORDERED** that, as set forth in Paragraph 15 of the Settlement Agreement, if a decision of a Court of competent jurisdiction including Burlington County, the Appellate Division of the Superior Court, or New Jersey Supreme Court, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period of 1999-2025 that would be lower by more than twenty percent (20%) than the total prospective Third Round Need obligation established above, and if that calculation is memorialized in an unappealable final judgment or decision, the Township may seek to amend this Judgment to reduce its fair share obligation accordingly; however, notwithstanding any such reduction, the Township shall remain obligated to complete and leave in place any site specific zoning change made in connection with the Plan approved pursuant to the Settlement Agreement and continue to implement all aspects of the Plan approved pursuant to the Settlement Agreement and this Judgment, and the Township may carry over any resulting extra credits to future Rounds; and it is

**FURTHER ORDERED** that, having reviewed the Township's Housing Element and Fair Share Plan and implementing ordinances, the Court finds and declares that the Township has demonstrated that it has met its Prior Round obligation and has in place a plan to meet its Present Need/Rehabilitation Share obligation and its Third Round (Gap Present Need and



Prospective Need) obligations, and, as such, the Court finds that the Township's Plan and implementing ordinances are constitutionally compliant and satisfy the Township's cumulative Third Round Mount Laurel affordable housing obligations and are therefore approved; and it is

**FURTHER ORDERED** that, having satisfied all conditions and requirements established in the *Conditional Judgment of Mount Laurel Compliance and Repose* entered by the Court on May 27, 2018, the Township is entitled to the findings, conclusions and grant of Judgment set forth herein; and it is

**FURTHER ORDERED** that on the first anniversary of November 23, 2018 and every anniversary thereafter, the Township shall report on trust fund activity to the Department of Community Affairs, New Jersey Council on Affordable Housing or Division of Local Government Services or other entity designated by the State of New Jersey. The report shall also be posted on the Township's website and a copy of the report forwarded to Fair Share Housing Center. On the first anniversary, the Township shall also report on the status of all affordable housing activity. This report shall be posted on the Township's website and a copy of the report shall be provided to Fair Share Housing Center; and it is

**FURTHER ORDERED** that by no later than July 1, 2020, the Township shall provide a status report of its Plan implementation efforts for the midpoint realistic opportunity review required by the Fair Housing Act and Settlement Agreement, which shall include a status report on the Versaci site; and it is

**FURTHER ORDERED** that said status report regarding implementation efforts shall be posted on the Township's website and a copy provided to Fair Share Housing Center; and it is

**FURTHER ORDERED** that said status report regarding implementation efforts shall address whether any unbuilt site still creates a realistic opportunity and will invite any interested party to submit comments to the Township; and it is

**FURTHER ORDERED** that no later than thirty (30) days of the Settlement Agreement's third anniversary (December 21, 2019), the Township shall prepare a status report regarding its efforts to produce very low income units; and it is

**FURTHER ORDERED** that said report regarding the production of very low income units shall be posted on the Township's website and a copy provided to Fair Share Housing Center; and it is

**FURTHER ORDERED** that the posting of said report regarding the production of very low income units will invite any interested party to submit comments to the Township and Fair Share Housing Center as to the Township's efforts to comply with its affordable housing obligation; and it is

**FURTHER ORDERED** that the Township shall deposit \$40,000 in its affordable housing trust fund specifically for its rental rehabilitation program by August 15, 2019. It is noted, however, that there are monies currently in the Township's affordable housing trust fund already specifically designated for the rental rehabilitation program, and said sum will be used and credited towards the mandatory \$40,000 deposit. The Township will replenish the trust fund to rehabilitate additional housing units upon the request of the rental rehabilitation program's administrative agent. Edgewater Park shall report the progress of its rental rehabilitation program as part of its annual monitoring report to FSHC; and it is



**FURTHER ORDERED** that the Township's Affordable Housing Spending Plan has been reviewed and is hereby approved;

- a. The Township is authorized to impose and collect affordable housing development fees, to deposit and maintain those fees in the Township's Affordable Housing Trust Fund, and to expend those fees in accordance with its approved Spending Plan and this Judgment, subject to applicable law; and
- b. The proposed expenditure of funds from the Township's Affordable Housing Trust Fund is found and determined to be consistent with, and authorized by, the Fair Housing Act and, as such, those funds are properly committed for expenditure as required by the 2008 amendments to the Fair Housing Act, P.L. 2008, c.46; and it is

**FURTHER ORDERED** that the Township's request for a unit occupancy waiver to permit Ryan Homes to sell a portion of the affordable housing units in the "Fox Run" inclusionary development to households with less than the desired number of members as permitted by N.J.A.C. 5:80-26.4 was granted pursuant to the *Conditional Judgment of Mount Laurel Compliance and Repose* entered by the Court on May 27, 2018; and it is

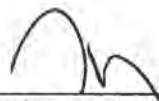
**FURTHER ORDERED** that the Township was authorized and directed by the *Conditional Judgment of Mount Laurel Compliance and Repose* entered by the Court on May 27, 2018 to use the regional income limits as set forth in the "2017 Affordable Housing Regional Income Limits by Household Size" summary chart prepared by the Affordable Housing

Professionals of New Jersey ("AHPNJ") dated in August of 2017, and the methodology developed thereto by AHPNJ that replicates COAH's procedures for annually updating and establishing said income limits, for use in establishing annual eligibility and qualification levels and the maximum rental levels and sales prices for affordable housing units; and it is

**FURTHER ORDERED** that the Township is granted final repose and immunity from exclusionary zoning lawsuits, including, but not limited to, "builder's remedy" lawsuits for a period of ten (10) years, retroactive from the date of the Township's filing of this action on July 6, 2015, with said protections extending through July 6, 2025; and it is

**FURTHER ORDERED** that, having satisfied all requirements and conditions as set forth in the *Conditional Judgment of Mount Laurel Compliance and Repose*, the Township's Conditional Judgment is now determined and declared a Final Unconditional Judgment of Compliance and Repose effective through July 6, 2025; and it is

**FURTHER ORDERED** that a true and exact copy of this Order shall be served upon the Special Master, all counsel of record and the official service list within seven (7) days of receipt by counsel for Petitioner.

  
Honorable Ronald E. Bookbinder, A.J.S.C.  
(Retired temporarily assigned  
on Recall)

Opposed ☐

Unopposed ☒

**EXHIBIT C – AUGUST 27, 2024 COURT ORDER APPROVING THE AMENDED  
SETTLEMENT AGREEMENT BETWEEN THE TOWNSHIP OF EDGEWATER PARK  
AND FAIR SHARE HOUSING CENTER AND THE EXECUTED SETTLEMENT  
AGREEMENT**



MALAMUT & ASSOCIATES, LLC  
 457 Haddonfield Road  
 Cherry Hill, NJ 08002  
 Attorneys for the Township of Edgewater Park

By: Thomas J. Hastie, Esq.  
 Attorney ID No: 0257311996  
 (856) 424-1808

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**IN THE MATTER OF THE APPLICATION  
 OF THE TOWNSHIP OF EDGEWATER  
 PARK COUNTY OF BURLINGTON**

:  
 : SUPERIOR COURT OF NEW JERSEY  
 : LAW DIVISION  
 :  
 : Docket No. BUR-L-1592-15  
 :  
 : Civil Action  
 : (Mount Laurel)  
 :  
 : ORDER APPROVING FIRST  
 : AMENDMENT TO SETTLEMENT  
 : AGREEMENT AFTER FAIRNESS  
 : HEARING  
 :

---

This matter having been brought before the Court by Malamut and Associates, LLC, Thomas J. Hastie, Esq., appearing on behalf of Declaratory Plaintiff, the Township of Edgewater Park (the "Township"), with the consent and participation of Ashley Lee, Esq., of Fair Share Housing Center ("FSHC") an interested party and defendant-intervenor through settlement in the Township's declaratory judgment action, and joined by the Township's Affordable Housing Planner, Mary Beth Lonergan, PP, AICP; and

**WHEREAS**, pursuant to its commitment towards voluntary compliance, the Township filed a declaratory judgment action with the Superior Court of New Jersey on July 6, 2015, bearing Docket No. BUR-L-1592-15, seeking a judgment of immunity and repose pursuant to

the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq., and a judicial declaration that the Township's housing plan is presumptively valid because it presents a realistic opportunity for providing its fair share of the regional need for low- and moderate-income housing; and

**WHEREAS**, the Township and FSHC engaged in good faith negotiations and successfully reached a settlement agreement dated November 21, 2016, and executed on November 23, 2016 (the "Settlement Agreement"), which identified the Township's affordable housing obligation and the mechanisms for how the Township would satisfy its affordable housing obligation; and;

**WHEREAS**, the Settlement Agreement was subsequently approved by the Court after a Fairness Hearing completed on **May 27, 2017**, before the Honorable Ronald E. Bookbinder, A.J.S.C. (now retired); and

**WHEREAS**, the Court's review and approval of the Settlement Agreement is reflected in an Order on Fairness Hearing, entered by Judge Bookbinder on **June 29, 2017**; and

**WHEREAS**, the Township's 2017 Third Round Housing Element and Fair Share Plan was previously approved after a 2018 Compliance Hearing per Court Order dated May 27, 2018; and

**WHEREAS**, the Court previously approved the Township's cumulative 1987 - 2025 Mount Laurel affordable housing obligation comprised of:

1. A Present Need/Rehabilitation Share obligation of 49 units;
2. A Prior Round (1987 - 1999) obligation of 30 units; and



3. A Third Round (1999 - 2025) Prospective Need (including the "Gap Present Need" and "Prospective Need") obligation of 120 units; and

**WHEREAS**, the Court granted the Township a Final Judgment of Repose per Court Order dated July 11, 2019 finding that the Township fully addressed its fair share affordable housing obligations; and

**WHEREAS**, since the execution of the Settlement Agreement, and the Court's approval of same, Edgewater Park Senior Housing, LLC ("EPSH") proposed the development of a 100% affordable housing rental community consisting of fifty-eight (58) age and income restricted rental units in the Township at a portion of Block 502, Lot 11 to be reserved by deed restriction for individuals and households qualifying for affordable, age-restricted housing (the "Senior Affordable Housing Project"); and

**WHEREAS**, after further good faith negotiations, the Township, and FSHC executed a First Amendment to the Settlement Agreement (the "First Amendment"), under cover of letter dated June 6, 2024, a copy of which is attached hereto as **Exhibit 1**, for the purpose of reflecting certain limited changes to the initial Settlement Agreement, including the incorporation of the Senior Affordable Housing Project to the Settlement Agreement; and

**WHEREAS**, the First Amendment establishes the Senior Affordable Housing Project, and the terms applicable thereto, as a realistic

mechanism towards satisfying the Township's affordable housing obligation; and

**WHEREAS**, the Court conducted a Fairness Hearing on August 27, 2024, to determine whether the First Amendment to the previously-approved Settlement Agreement adequately protects, and is fair and reasonable to, very-low, low- and moderate-income households in the Township and the housing region; and

**WHEREAS**, Notice of the August 27, 2024 Fairness hearing was served on all necessary parties and posted and published in accordance with law; and

**WHEREAS**, no written comments, objections, or requests for an extension of time to otherwise participate, whether timely or late, were received by the Court, the Township, FSHC or EPSH; and

**WHEREAS**, the Court considered the Planner's Fairness Report, dated August 20, 2024, prepared by Ms. Lonergan, the Township's Affordable Housing Planner (a copy of the report is attached hereto as **Exhibit 2**); and

**WHEREAS**, the Court having heard the testimony of **Ms. Lonergan**, **PP**, **AICP**, and having considered the representations of counsel; and

**WHEREAS**, the Court found, upon the conclusion of the August 27, 2024 Fairness Hearing on the First Amendment, that the criteria set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986), and East/West Venture v. Borough of Fort Lee, 286



N.J. Super. 311 (App. Div. 1996), have been satisfied; and the Court having reviewed all of the documents submitted into evidence during the Fairness Hearing; and good and sufficient cause having been shown for entry of this Order; and for the reasons placed on the record during the August 27, 2024 Fairness Hearing on the First Amendment:

IT IS HEREBY ORDERED ON THIS 27th day of August, 2024, as follows:

**ORDERED AND ADJUDGED** that the First Amendment to the Settlement Agreement reached by and between the Township and FSHC is fair and reasonable to the interests of very-low, low- and moderate-income households and is therefore **APPROVED**; and it is

**FURTHER ORDERED AND ADJUDGED** that the Senior Affordable Housing Project presents a realistic opportunity for the development of 58 affordable senior housing units to assist the Township in satisfying its constitutional obligation to provide affordable housing; and it is

**FURTHER ORDERED AND ADJUDGED** that the 58 affordable senior housing units shall be utilized by the Township to assist in satisfying its constitutional obligation to provide affordable housing in the Prior Round and the Third Round as well as in the future subject to a future round's senior cap; and it is

**FURTHER ORDERED AND ADJUDGED** that, notwithstanding the requirements of N.J.A.C. 5:93-5.5 regarding adequate and stable funding for any non-inclusionary affordable housing development, in

light of the Township's present inability to satisfy such requirements, the Township shall provide status update reports annually as to its ability to provide a stable alternative source of funding and, in the event that the developer's outside funding request is not approved for the proposed 100% senior affordable rental housing development, as to the Township's replacement of the site as part of a future compliance plan.

**FURTHER ORDERED AND ADJUDGED** that all parties shall comply with the terms and conditions set forth in the First Amendment, and except as the Settlement Agreement is amended by this First Amendment, all other terms and conditions set forth and contained in the Settlement Agreement shall remain in full force and effect; and it is

**FURTHER ORDERED AND ADJUDGED** that Malamut & Associates, LLC, attorneys for the Township, shall serve a copy of this Order upon Ms. Lonergan, PP, AICP, and all counsel of record and/or counsel who participated in the Fairness Hearing on the First Amendment, within 5 days of receipt of this Order by Malamut & Associates, LLC.

  
Honorable Jeanne T. Covert, A.J.S.C.

**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2024-74**

**RESOLUTION AUTHORIZING FIRST AMENDMENT TO MOUNT LAUREL  
SETTLEMENT AGREEMENT WITH FAIR SHARE HOUSING CENTER**

**WHEREAS**, the Township filed a complaint initiating Action on July 6, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., in accordance with Mount Laurel IV; and

**WHEREAS**, the Township and Fair Share Housing Center (“FSHC”) previously agreed to settle the Action and they memorialized the terms of that settlement in a Settlement Agreement which was approved by Resolution No. 2016-161, dated November 22, 2016, and executed by and on behalf of the Township and FSHC; and

**WHEREAS**, the Settlement Agreement between the Township and FSHC was previously approved after a 2017 Fairness Hearing per Court Order dated June 29, 2017; and

**WHEREAS**, the Township’s 2017 Third Round Housing Element and Fair Share Plan was previously approved after a 2018 Compliance Hearing per Court Order dated May 27, 2018; and

**WHEREAS**, the Court granted the Township a Final Judgment of Repose per Court Order dated July 11, 2019 finding that the Township fully addressed its fair share affordable housing obligations; and

**WHEREAS**, subsequent to the execution and court approval of the Settlement Agreement, the Township and FSHC acknowledged and agreed that it would be acceptable for the Township to include a 100% affordable housing age-restricted development to further address its affordable housing obligations; and

**WHEREAS**, all other terms of the Settlement Agreement, except as modified by this Amending Agreement, shall continue in full force and effect; and

**WHEREAS**, the Township and FSHC are mutually desirous of amending the Settlement Agreement in accordance with the terms and conditions set forth in the First Amendment to the Mount Laurel Settlement Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Edgewater Park, County of Burlington, State of New Jersey on this 18<sup>th</sup> day June, 2024 as follows:

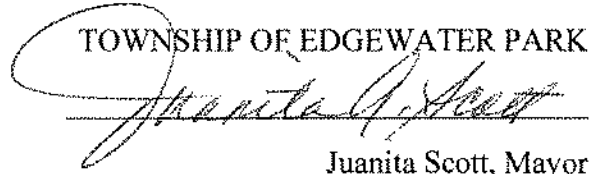
1. The First Amendment to the Mount Laurel Settlement Agreement with Fair Share Housing Center between the Township and FSHC, a true copy of which is on file in the Office of the Township Clerk is hereby approved.



**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2024-74**

2. Authorize the Mayor and Clerk to sign the First Amendment to the Settlement Agreement.

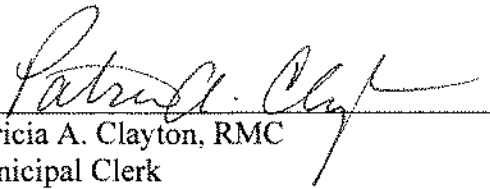
TOWNSHIP OF EDGEWATER PARK

A handwritten signature in cursive script, appearing to read "Juanita A. Scott", is written over a horizontal line.

Juanita Scott, Mayor

**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2024-74**

I certify that the foregoing Resolution No. 2024-74 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on June 18, 2024.

  
Patricia A. Clayton, RMC  
Municipal Clerk

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Committeeman Belgard				✓	
Committeeman Daloisio	✓				2nd
Committeeman Trainor				✓	
Deputy Mayor Cannon-Moye	✓				1st
Mayor Scott	✓				

**AMENDMENT TO SETTLEMENT AGREEMENT**

**In the Matter of the Application of the Township of Edgewater Park, County of Burlington**  
**Docket No. BUR-L-1592-15**

This Amendment to Settlement Agreement (the “Amending Agreement”) memorializes the amendment of certain terms contained in the 2016 Settlement Agreement (the “Settlement Agreement”) previously entered into by and between the Township of Edgewater Park (the “Township” or “Edgewater Park”), the declaratory judgment plaintiff, and Fair Share Housing Center (“FSHC”), a Supreme Court-designated interested party, in the matter filed in the Superior Court of New Jersey, Law Division, Burlington County Vicinage, in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV), captioned In the Matter of the Application of the Township of Edgewater Park, County of Burlington, and bearing Docket No. BUR-L-1592-15 (the “Action”).”

**WITNESSETH:**

**WHEREAS**, the Township filed the complaint initiating the Action on July 6, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., in accordance with Mount Laurel IV; and

**WHEREAS**, the Township and FSHC previously agreed to settle the Action and they memorialized the terms of that settlement in the Settlement Agreement which was executed by and on behalf of the Township and FSHC, a true and correct copy of which is annexed hereto as *Exhibit A*; and

**WHEREAS**, the Settlement Agreement between the Township and FSHC was previously approved after a 2017 Fairness Hearing per Court Order dated June 29, 2017; and

**WHEREAS**, the Township’s 2017 Third Round Housing Element and Fair Share Plan was previously approved after a 2018 Compliance Hearing per Court Order dated May 27, 2018; and

**WHEREAS**, the Court granted the Township a Final Judgment of Repose per Court Order dated July 11, 2019 finding that the Township fully addressed its fair share affordable housing obligations; and

**WHEREAS**, subsequent to the execution and court approval of the Settlement Agreement, the Township and FSHC acknowledged and agreed that it would be acceptable for the Township to include a 100% affordable housing age-restricted development to further address its affordable housing obligations; and

**WHEREAS**, all other terms of the Settlement Agreement, except as modified by this Amending Agreement, shall continue in full force and effect; and

**WHEREAS**, the Township and FSHC are mutually desirous of amending the Settlement Agreement in accordance with the terms and conditions set forth herein below and this Amending Agreement shall so amend the Settlement Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and promises contained herein, the Township and FSHC hereby agree to amend the Settlement Agreement as follows:

1. Paragraph 5 of the Settlement Agreement regarding the Prior Round prospective need of 30 units shall be and hereby deleted in their entirety and those terms shall be and hereby are replaced with the following:

<b>Prior Round = 30 units</b>	<b>Credits</b>	<b>Rental bonuses</b>	<b>Totals</b>
Courtyards (8 of 39) family rentals	8	8, cap	16
Oaks Group Homes (bedrooms)	6	-	6
Affordable Homes Group	1	-	1
Prince Association Group Home (bedrooms)	4	-	4
100% senior affordable rentals (3 of 58), proposed	3		3
<b>Total</b>	<b>22</b>	<b>8</b>	<b>30</b>

2. Paragraph 6 of the Settlement Agreement regarding the Third Round prospective need of 120 units shall be and hereby deleted in their entirety and those terms shall be and hereby are replaced with the following:

<b>Third Round = 120 units</b>	<b>Credits</b>	<b>Rental bonuses</b>	<b>Totals</b>
Courtyards (31 of 39) family rentals	31	30, cap	61
Salt & Light, family rentals	2	-	2
Fox Run (Ryan Homes), family for-sale	20	-	20
Eagle Chase/Abergel, family rentals – under construction	24	-	24
Varsaci – non-senior inclusionary zoning	17	-	17
100% senior affordable rentals (30 of 58), proposed	30	-	30
<b>Total</b>	<b>124</b>	<b>30</b>	<b>154</b>

3. Paragraph 8 of the Settlement Agreement shall remain in full force and effect except as modified below:

- Proposed 100% senior affordable rentals - The Walters Group proposes to construct an approximately 58-unit multi-family affordable housing, age-restricted rental community within the Township of Edgewater Park on an approximately 6.28- acre site on Delanco-Coopertown Road and identified to be subdivided from existing Lot 11, Block 502 on the Official Assessment Map of the Township. In addition to the credit allocations shown in revised Paragraphs 5 and 6 above) surplus credits from this development will apply to

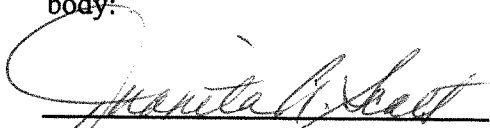
a future Round, subject to that Round's senior cap requirement. The units must remain deed restricted as affordable housing for a period of at least 40 years.

The Township and FSHC acknowledge the requirements of N.J.A.C. 5:93-5.5 regarding adequate and stable funding for any non-inclusionary affordable housing developments. However, in light of the Township's present inability to satisfy such requirements, the Township shall provide status update reports annually as to its ability to provide a stable alternative source of funding, in the event that the developer's outside funding request is not approved for the proposed 100% senior affordable rental housing development, or as to its replacement as part of a future compliance plan.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this amendment. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity.

4. Except as the Settlement Agreement is amended by this Amending Agreement, all other terms and conditions set forth and contained in the Settlement Agreement shall remain in full force and effect.
5. The Township and FSHC agree to present this Amending Agreement to the Court as part of an Amended Fairness Hearing on a date to be scheduled by the court.

On behalf of the Township of Edgewater  
Park, with authorization of the governing  
body:



Juanita Scott  
Mayor of Edgewater Park  
Dated:

On behalf of Fair Share Housing Center:



Adam M. Gordon, Esq.  
Executive Director of FSHC  
Dated: June 6, 2024



# **Exhibit A**



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

November 21, 2016

Kristina P. Hadinger  
Mason Griffin & Pierson, PC  
101 Poor Farm Road  
Princeton, NJ 08540

**Re: In the Matter of the Application of the Township of Edgewater Park,  
County of Burlington, Docket No. BUR-L-1592-15**

Dear Ms. Hadinger:

This letter memorializes the terms of an agreement reached between the Township of Edgewater Park (the "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.

#### **Background**

The Township filed the above-captioned matter on July 6, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 53:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. FSHC and the Township engaged in status conference calls with the Honorable Ronald E. Bookbinder, A.J.S.C. and court-appointed master Art Bernard, PP to discuss settlement terms. Representatives of the parties also met with each other to discuss settlement of the litigation. Throughout the course of the litigation, the Township enjoyed temporary immunity from builder's remedy lawsuits. Through that process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

#### **Settlement terms**

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the future adoption of a revised Housing Element and Fair Share Plan ("the Plan") that conforms to the terms of this agreement and the implementation of the Plan and this agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

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

Rehabilitation Share (per Kinsey Report <sup>1</sup> )	49
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	30
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this settlement agreement)	120

4. The Township's efforts to meet its present need include the following: participation in Burlington County's Home Improvement Loan Program and Community Development Block Grant Program and implementation of a third round municipal rental rehabilitation program. The Township will adopt a Resolution of Intent to Bond as part of its revised third round housing plan. This is sufficient to satisfy the Township's present need obligation of 49 units.
5. As noted above, the Township has a Prior Round prospective need of 30 units, which was met through the following completed compliance mechanisms per the September 27, 2002 Final Judgment of Compliance and Repose issued by the Honorable Ronald E. Bookbinder, J.S.C.:

Edgewater Park Township's Prior Round Compliance Mechanisms: 30-Unit Prior Round	Credits	Bonuses	Total
<i>Inclusionary Developments - completed</i>			
Courtyards - affordable family rentals (11 of 39 units)	11	8. cap	19
<i>Alternative Living Arrangements - completed</i>			
Family Services Group Homes - 6 total bedrooms	6	0	6
Affordable Homes Group - one (1) unit	1	0	1
Prince Association Group Home - 4 bedrooms	4	0	4
<b>Total</b>	<b>22</b>	<b>8</b>	<b>30</b>

6. The Township has implemented or will implement the following mechanisms to address its Third Round prospective need of 120 units:

Edgewater Park Township's Third Round Compliance Mechanisms: 120-Unit Prospective Need	Credits	Bonuses	Total
<i>Inclusionary Development - completed</i>			
Courtyards - affordable family rentals (28 of 39, bal.)	28	28	56
<i>Inclusionary Redevelopment - under construction</i>			
Fox Run (Ryan Homes) - affordable family sales	20	0	20
<i>Inclusionary Development - adopted zoning</i>			
Varsaci - affordable units	17	0	17
<i>Inclusionary Development - proposed</i>			

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

Edgewater Park Township's Third Round Compliance Mechanisms: 120-Unit Prospective Need	Credits	Bonuses	Total
Under final negotiations – affordable family rentals	24	0	24
<i>Market to Affordable – deed restrictions to be filed</i>			
Salt and Light –affordable family rentals, Arbor Green	2	2	4
<b>Total</b>	<b>91</b>	<b>30</b>	<b>121</b>

7. The Township intends to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
- Courtyards – completed;
  - Fox Run – under construction;
  - Varsaci – adopted zoning; and
  - Site under negotiation.
8. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:
- Market-to-affordable program – Arbor Green Condominiums – Court-approved Township/Salt & Light funding agreement in place, 50-year deed restrictions are to be filed in Nov./Dec. 2016.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation as follows: Two affordable family rental units (one very-low income and one low-income) will be created in the Arbor Green Condominiums through a Court-approved Edgewater Park Township/Salt & Light funding agreement (approved June 15, 2012). The Township will assist Salt & Light through current affordable housing development fee trust funds. Salt and Light previously received full outside subsidy funding for the two affordable units. As such, the Township is not required to adopt a resolution of its intent to fund this two-unit market to affordable program.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township meets those

obligations as follows: Salt and Light will file 50-year affordability control deed restrictions on the two affordable family rental units in Nov./Dec. 2016.

9. The Township agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, with half of the very low income units being available to families. Although no more than eight (8) very-low income units are required (approximately 62 post-2008 units  $\times$  0.13 = 8), up to 16 very-low income units may be provided. The municipality will comply with those requirements as follows:
  - Salt & Light – Arbor Green = 1 very-low affordable family rental;
  - Inclusionary site under negotiation = max. 7 very-low affordable family rentals;
  - Varsaci – adopted inclusionary zoning (if developed as rentals) = 2, possibly 3 very-low family rentals; and
  - Oaks Integrated (formerly Family Services, Twin Oaks) = max. 6 group home bedrooms.
10. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
  - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
  - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
  - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
  - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
  - e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
11. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Southern Burlington County Branch of the NAACP, Willingboro NAACP, Moorestown Ecumenical Neighborhood Development (MEND), Lutheran Social Ministries (LSM), Burlington County Community Action Program (BCCAP) and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.



12. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law, *provided that the Township may require a control period pursuant to N.J.A.C. 5:80-26.11 of not less than 50 years for all units addressing its prospective need obligation that have not yet been constructed, or for projects receiving nine percent Low Income Housing Tax Credits, a control period of not less than a 30 year compliance period plus a 15 year extended use period; all such units will receive one credit toward Prospective Need and may receive up to one bonus credit in accordance with the other terms of this Agreement.* The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.
13. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
14. As an essential term of this settlement and except to the extent that the Township may need additional time for the affordable family inclusionary development site under negotiation, within sixty (60) days of Court's approval of this Settlement Agreement, the Township shall introduce an ordinance providing for the amendment of the Township's/ Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this settlement agreement and the zoning contemplated herein.
15. The parties agree that if a decision of a court of competent jurisdiction in Burlington County, the Appellate Division of the Superior Court, or New Jersey Supreme Court, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to implement the fair share plan attached hereto, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
16. The Township has a Court and COAH approved third round spending plan and will prepare a revised spending plan to be attached to its adopted housing plan. FSHC may comment on or object to any additions or deviations in the revised spending plan as compared to the spending plan approved by order of The Honorable Ronald E. Bookbinder, A.J.S.C.

dated June 15, 2012. The parties to this agreement agree that the expenditures of funds contemplated under the agreement constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

17. On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
18. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:
  - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of 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 Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
  - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
19. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this agreement agree to request the Court to enter an order

declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

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

- presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
29. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
30. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
31. No member, official or employee of the Township shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
32. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
33. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

**TO FSHC:**

Kevin D. Walsh, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
Phone: (856) 665-5444  
Telecopier: (856) 663-8182  
E-mail: [kevinwalsh@fairsharehousing.org](mailto:kevinwalsh@fairsharehousing.org)

**TO THE TOWNSHIP:**

Kristina P. Hadinger  
Mason, Griffin & Pierson, PC  
101 Poor Farm Road  
Princeton, NJ 09540  
Phone: (609) 921-6543  
Telecopier: (609) 683-7978  
Email: [k.hadinger@mqplaw.com](mailto:k.hadinger@mqplaw.com)

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

Linda Dougherty, RMC/Administrator  
Township of Edgewater Park

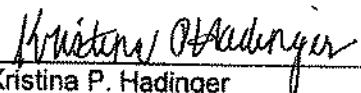
400 Delanco Road  
Edgewater Park, NJ 08010  
Phone: (609) 877-2050  
Telecopier: (609) 877-2308  
Email: [ldougherty@edgewaterpark-nj.com](mailto:ldougherty@edgewaterpark-nj.com)

Please sign below if these terms are acceptable.

Sincerely,

  
Kevin D. Walsh, Esq.  
Counsel for Intervenor/Interested Party  
Fair Share Housing Center

On behalf of the Township of Edgewater Park, with the authorization  
of the governing body:

  
\_\_\_\_\_  
Kristina P. Hadinger  
Dated: 11/23/16



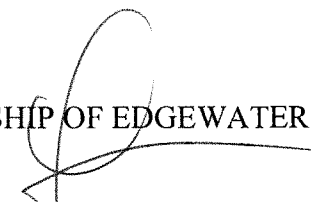
**EXHIBIT D – COOPERATIVE AGREEMENT BETWEEN THE TOWNSHIP OF  
EDGEWATER PARK AND THE COUNTY OF BURLINGTON FOR PARTICIPATION IN  
THE COUNTY'S REHABILITATION PROGRAM; DOCUMENTATION OF HOME  
REHABILITATIONS COMPLETED IN EDGEWATER PARK THROUGH THE COUNTY'S  
PROGRAM**

**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2023-54**

**RESOLUTION AUTHORIZING THE TOWNSHIP OF EDGEWATER PARK TO  
EXECUTE AN AGREEMENT WITH BURLINGTON COUNTY FOR  
COOPERATIVE PARTICIPATION IN THE COMMUNITY DEVELOPMENT ACT  
OF 1974**

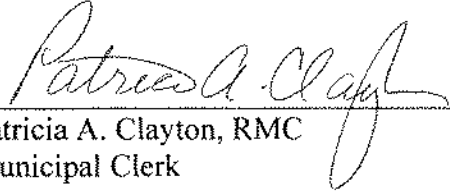
**BE IT RESOLVED AND ENACTED**, by the Township Committee of the Township of Edgewater Park, County of Burlington, and State of New Jersey to authorize an Agreement with Burlington County for cooperative participation in the Community Development Act of 1974.; and

- SECTION I.** Certain federal funds are available to Burlington County under Title I of the Housing and Community Development Act of 1987. Public Law 93-383, as amended; and
- SECTION II.** It is necessary to establish a legal basis for the County and its people to benefit from this program; and
- SECTION III.** An Agreement has been proposed under which the Township of Edgewater Park and the County of Burlington in cooperation with the other municipalities will establish an Interlocal Services Program pursuant to N.J.S.A. 40:8A-1 et seq.; and
- SECTION IV.** It is in the best interest of the Township of Edgewater Park that the Agreement entitled "Agreement between the County of Burlington and certain municipalities located therein for the establishment of a cooperative means of conducting certain community development activities", a copy of which is on file at the Municipal Clerk's Office.
- SECTION V.** The Township of Edgewater Park shall enter into the Agreement with the County of Burlington mentioned with all supplements and agreements thereto. The Mayor and Clerk are hereby authorized and directed to execute the Agreement on behalf of the Township of Edgewater Park and affix thereunto the Official Seal.
- SECTION VI.** All resolutions or parts of resolutions that are inconsistent herewith are hereby repealed to the extent of their inconsistency.
- SECTION VII.** This Resolution shall take effect immediately after passage and publication as provided by law.

TOWNSHIP OF EDGEWATER PARK  
  
\_\_\_\_\_  
Lauren DiFilippo, Deputy Mayor

**TOWNSHIP OF EDGEWATER PARK**  
**RESOLUTION NO. 2023-54**

I certify that the foregoing Resolution No. 2023-54 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on April 4, 2023.

  
\_\_\_\_\_  
Patricia A. Clayton, RMC  
Municipal Clerk

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mr. Belgard	✓				
Mr. Johnson	✓				2nd
Ms. Scott	✓				1st
Deputy Mayor DiFilippo	✓				
Mayor Trainor				✓	



**County of Burlington**  
**Human Services: Community Development & Housing**  
795 Woodlane Road, Westampton, NJ 08060  
Mailing: P.O. Box 6000, Mount Holly, NJ 08060  
(609) 265-5072 • [www.co.burlington.nj.us](http://www.co.burlington.nj.us)  
**Eve A. Cullinan, County Administrator**

**Board of Commissioners**  
Felicia Hopson, Director  
Tom Pullion, Deputy  
Allison Eckel  
Daniel O'Connell  
Balvir Singh

September 13, 2023

Patricia Clayton  
Edgewater Park  
400 Delanco Rd.  
Edgewater Park, NJ 08010

RE: Urban County Cooperation Agreement with Burlington County  
Community Development Block Grant and HOME-Funded Programs  
For FY2024-2026

Dear Ms. Clayton:

Enclosed please find Edgewater Park's copy of the fully executed Urban County Cooperation Agreement between the County of Burlington and Edgewater Park. This agreement establishes the relationship for conducting Community Development Block Grant and HOME Housing activities for the program year beginning July 1, 2024, through June 30, 2026.

The Division of Community Development and Housing notified the US Department of Housing and Urban Development (HUD) of your decision to participate in Burlington County's Urban County and provided them a copy of the executed Cooperation Agreement. The Division of Community Development and Housing received notification from HUD regarding the County's qualification as an Urban County entitled to Community Development Block Grant Program and HOME Investment Partnership Program funds.

We appreciate your joining with the County and other municipalities to form our Urban County and look forward to working with you to carry out our housing objectives.

Sincerely,

Jennifer L. Hiro, CPM, Division Head  
Community Development and Housing Programs

JH/pl

Encl:

cc: Eve A. Cullinan, County Administrator  
Shirla Simpson, Human Services Department Head  
Ashley Buono, County Solicitor

**BURLINGTON COUNTY, NEW JERSEY  
URBAN COUNTY COOPERATION AGREEMENT**

**FOR PROGRAM YEARS (FEDERAL FY) 2024-2026**

THIS agreement is made by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BURLINGTON (hereafter the "Board" or "County") and the below-named Municipality to establish a cooperative relationship for the conduct of certain community development activities, and

MUNICIPAL PARTICIPANT ("Municipality"): Township of Edgewater Park

WITNESSETH:

WHEREAS, Title II of the National Affordable Housing Act of 1992, commonly known as the Home Investment Partnerships ("HOME") Program, may make federal funds available to the County to expand the supply of decent and affordable housing; and

WHEREAS, the Housing and Community Development Act of 1974, as amended and supplemented (24 U.S.C. 93-383 et seq.) (the "Act"), provides that Community Development Block Grant ("CDBG") funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income and said funds may be made available to the County for the operation of CDBG Programs on satisfaction of certain criteria; and

WHEREAS, an urban county and constituent municipalities can ask the U.S. Department of Housing and Urban Development ("HUD") to approve the inclusion of the Municipality as part of the Urban County for purposes of planning and implementing a joint community development and housing assistance program; and

WHEREAS, New Jersey law authorizes counties and municipalities to enter into agreements with each other and the Municipality wishes to participate with the County to implement programs for which these funds may be used; and

WHEREAS, the above-named Municipality and County wish to enter into a joint agreement for the above-reference period;

NOW, THEREFORE, the Board of Commissioners of the County of Burlington and Municipality hereby agree as follows:

1. Purpose. The purpose of this Agreement is to satisfy Federal criteria so that the Board may apply for, receive, and disburse federal funds available to eligible urban counties under the CDBG Program and the HOME Program, and to carry out community development programs during the above-referenced federal fiscal years in cooperation with participating municipalities. Funds received pursuant to the CDBG and HOME Programs will be used to accomplish purposes authorized by the Acts (see CFR 24, Section 570.201 through 570.206 – CDBG and 24 CFR 92.205.213 - HOME). Nothing contained in this Agreement shall be interpreted as restricting the Municipality or other unit of local government of any power or other lawful authority it possesses, nor shall any municipality be deprived of any state or federal aid to which it might be entitled in its own right, except as it may apply pursuant to any provision of this Agreement.

**2. COUNTY'S COVENANTS, AGREEMENTS AND RESPONSIBILITIES**

2.1. Authorization. The Board is authorized, directed and appointed to undertake or assist in undertaking essential community development and housing assistance activities from CDBG funds and HOME Program funds it receives for the above-referenced Program Years. The Board shall have the final responsibility for selecting projects and filing required statements in accordance with the rules, regulations, executive orders and statutes adopted to implement the Act. The Municipality is hereby designated as a cooperative unit of general local government. The Board hereby agrees to



cooperate with the Municipality to undertake or assist in undertaking community renewal and lower-income housing assistance activities, specifically urban renewal and publicly assisted housing.

2.2. Programs. The Board is hereby designated as the responsible unit of general local government to undertake activities that are eligible for funding. The Board shall be responsible for assuring the administration and effectuation of activities in accordance with all HUD requirements.

2.3. Receipt of Funds. The Board shall be the designated recipient of all federal funds. These funds shall be placed in a County trust fund, a separate bank account established and maintained in accordance with applicable laws.

2.4. Expenditure of Funds. On authorization by the Board, and in compliance with State law, the Board may expend funds from its trust fund to accomplish a project directly or by payment to the particular municipality pursuant to contract. No person or entity may expend or commit funds except as may be authorized pursuant to this Agreement. No participant under this Agreement shall be obligated to expend its own funds except as may be mutually agreed between the Board and the Municipality.

2.4.1. Ineligible Use of Funds. County shall not fund activities in or in support of Municipality or other municipalities that do not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification. Nothing herein shall prohibit a municipality from exercising its authority to comment on, challenge or support any land use related matter proposed by or on behalf of the County that may affect it in its reasonable judgment.

2.5. Distribution of Funds. CDBG funds received by the County pursuant to this Agreement shall be distributed to Municipality on a reimbursement basis. To request a distribution Municipality shall submit a written request for distribution that complies with all applicable HUD and County requirements. County will request funds from HUD no more than twice monthly, and shall distribute all funds received under this Agreement to Municipality promptly following their receipt. County's obligation under this Section shall be limited to funds actually received by HUD for requests that meet all HUD and County requirements. The County shall be obligated to fund no more than the amount that County has received and set aside for Municipality.

2.6. In no event shall County be obligated to distribute more funds to Municipality under this Agreement than County receives during the three-year agreement period. If HUD does not award CDBG funds to County in a given year, County's obligation to distribute those funds to Municipality will be terminated. If the County loses its Urban County status through the imposition of HUD administrative sanctions or if the CDBG program or any successor program is eliminated by an act of Congress and major statutory changes are made to 24 U.S.C. 93-383 et seq., which authorizes the CDBG program, County is not obligated to provide CDBG funds to Municipality.

2.7. Administration of Program. Except for administration of those funds distributed directly to Municipality as set forth in Section 2.5, County shall have the responsibility of administering the CDBG program including, but not limited to, preparation of plans to be submitted to HUD, issuance of notices, requests for project submittals, evaluation administration and monitoring of projects not paid for solely with Municipal CDBG funds, tracking and receiving program income and reporting to HUD. Municipality is, to the greatest extent permissible by law and regulations, responsible for compliance with federal and New Jersey State environmental laws and for all required noticing and documentation for projects funded under this Agreement within its jurisdictional boundaries. Once any applicable noticing requirements have been met, Municipality shall submit to County all required documentation and supporting materials. On receipt and review of said documents by County, County shall be responsible for submitting Requests for Release of Funds to HUD and obtaining Authority to Use Grant Funds.

2.8. Administrative Fees. Except for that portion of administration fees that are part of the HUD Identified Municipal Entitlement which shall be paid to Municipality, the County may retain fees for the management of the CDBG Program subject to the percentage permitted by HUD regulations. The

administrative fees assigned to Municipality as a part of the HUD Identified Municipality Entitlement shall be at a percentage not to exceed that allowed by HUD regulations. Only costs associated with the management and administration of the CDBG Program may be charged against CDBG administrative allocations.

2.9. County will be responsible for reports to be prepared as may be required by CDBG regulations, including but not limited to the Consolidated Plan, the Annual Action Plan, the Comprehensive Annual Performance Evaluation Report ("CAPER"), and Cash and Management Information System reports. County and Municipality will cooperate in the collection of, and will furnish any and all information required for, reports to be prepared as may be required by CDBG regulations.

2.10 Change in Law. In the event that Congress amends the Act in a manner that would prevent Municipality from being able to regain its status as a "Metropolitan Municipality," per Section 42 USC 5302(a)(4)(a) of the Act, because Municipality relinquished its status as a Metropolitan Municipality for the purpose of assisting County in obtaining CDBG funds under this Agreement, County agrees, as long as County receives CDBG funds, or similar funds from any successor program which receives an annual Congressional appropriation, that County will take all reasonable actions, including, but not limited to, entering into subsequent cooperation agreements, or similar agreements, with Municipality in order for Municipality to receive benefits for which it may be eligible.

### **3. MUNICIPALITY'S COVENANTS, AGREEMENTS AND RESPONSIBILITIES.**

3.1. The Municipality agrees to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically, urban renewal, and publicly assisted housing. The Municipality agrees to take the necessary actions, as determined by the County, to carry out a community development program and the approved Consolidated Plan and to fulfill all other applicable requirements of the CDBG and HOME Programs. The Municipality further agrees to not obstruct implementation of the approved Consolidated Plan during the term of this Agreement and for such additional time as may be required for the expenditure of funds granted to the County for such period.

3.2. Municipality's Use of CDBG Funds. The Municipality agrees that, pursuant to 24 CFR 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirements of a written agreement set forth in 24 CFR 570.503. It shall be responsible for compliance with the conditions for an award to it and implementation of funds allocated to Municipality pursuant to this Agreement.

3.3. Municipality may contract with other entities to perform CDBG-eligible activities. Municipality agrees any CDBG-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in the CDBG Regulations at 24 CFR 570. In addition, any contract made between Municipality and another entity for the use of CDBG funds pursuant to this Agreement shall comply with all applicable CDBG rules, guidance and regulations. A copy of all executed contracts for CDBG funded activities shall be available to the County as program administrator.

3.4. The Municipality warrants that it has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and the Municipality has adopted a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within its jurisdictions.

3.5. Municipality's Acknowledgements and Covenants. By executing this Agreement the Municipality acknowledges that

- it becomes ineligible to apply for grants under the Small Cities or State Community Development Block Grant Programs from appropriations for the fiscal years during the period

in which it is participating in Burlington County's Community Development Block Grant Program.

- it may only participate in a HOME Program through Burlington County, regardless of whether the County receives a HOME formula allocation. Even if the County does not receive a HOME formula allocation, the Municipality cannot form a HOME consortium with other local governments.
- Urban county funding is prohibited in or in support of any municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the Board's action to comply with its obligations to affirmatively further fair housing.
- CDBG funds will be used for activities and/or projects prioritized by Municipality to alleviate its identified community needs eligible under the Act. Administration costs associated with the HUD identified Municipality entitlement CDBG funds will be used by Municipality as required to carry out administrative activities eligible under the Act.
- CDBG funding for activities in or in support of Municipality are prohibited if Municipality does not affirmatively further fair housing within its own jurisdiction or impedes County actions to comply with its fair housing certification, except to the extent Municipality is exercising its governmental authority to comment on, challenge or support any land use related matter proposed by or on behalf of County which may affect Municipality, in Municipality's reasonable judgment.
- it may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
- it becomes ineligible to apply for grants under the ESG Program, regardless of whether the County receives an ESG formal allocation. This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows.

3.6. Municipal Cooperation. The Municipality will reasonably cooperate with County regarding this Agreement. As and when requested by County, the Municipality will furnish to the County any and all pertinent information which the Municipality may possess during the time of performance of County's duties under this Agreement

3.7. Reporting. Municipality shall prepare and submit a report to County on a monthly basis describing the activity, the work performed to date and whether the objective of the program has been achieved.

#### **4. COVENANTS, AGREEMENTS AND RESPONSIBILITIES OF BOTH PARTIES**

4.1. In compliance with Urban County Certification, the County and the Municipality agree to take all action necessary to assure compliance with the County's certification required by the Act and other applicable laws and regulations. Further, the County and the Municipality acknowledge that use of urban county funding is prohibited for activities in or in support of any cooperating unit of general or local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.

- The County and the Municipality are obligated to take all actions necessary to assure compliance with the urban county's certification under Section 104(b) of Title I of the Housing and Community Development Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing.

- The County and the Municipality are obligated to comply with section 109 of Title I of the Housing and Community Development Act of 1973 and the Age Discrimination Act of 1975.
- The County and the Municipality are obligated to comply with any other applicable laws and regulations.

4.2. Compliance with Final Programs and Plans. County and Municipality shall comply in all respects with final Community Development plans and programs and the Consolidated Plan which are developed through mutual cooperation pursuant to the application requirements of the Act and its regulations and approved by HUD.

4.3. Grant Administration. The County shall be responsible for ensuring that funds are used in accordance with all program requirements as set forth in 24 CFR Part 570 and 24 CFR 92. Participating municipalities are subject to the same requirements as are applicable to sub-recipients, including the requirement to sign a written agreement, which shall contain the provisions as set forth in 24 CFR Part 570.503 and 24 CFR 92.504.

4.4. Compliance with Laws. The parties agree to comply with all applicable laws, ordinances and codes of the federal, state and local governments, including New Jersey's Local Government Ethics Law.

4.5. Cost of Program: Federal/Local Share. The cost of programs operated pursuant to this Agreement shall be met by federal funding pursuant to Title I of the Act. Federal assistance made available hereunder shall not be utilized to substantially reduce the amount of local financial support for community development activities below the level of such support prior to the availability of such assistance.

4.6. Disposition of Real Property. The provisions of this section set forth the standards that shall apply to real property acquired or improved in whole or in part using CDBG funds received by Municipality pursuant to this Agreement.

Prior to any modification or change in the use of said real property from the use or ownership planned at the time of its acquisition or improvements, Municipality shall notify County and obtain authorization for said modification or change.

Municipality shall reimburse County with non-CDBG funds in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of non-CDBG funds) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under CDBG regulations.

This section does not apply to any property owned by Municipality prior to the date of this agreement.

4.7. Records. Municipality and County shall maintain, on a current basis, complete records, including but not limited to, contracts, loan documents, rehabilitation write-ups, final inspection reports, books of original entry, source documents supporting accounting transactions, eligibility and service records any of which may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this agreement in accordance with CDBG regulations. To the extent permitted by law, County and Municipality will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this agreement. Records shall be maintained for the period of this Agreement plus three years.

4.8. Other Agreements. County and Municipality will enter into a further written agreement that contains these minimum requirements. Prior to disbursing any CDBG funds to Municipality, County, shall execute said written agreement with Municipality. Said agreement shall remain in effect during any period that Municipality has control over CDBG funds, including program income.

## 5. CITIZEN ADVISORY COMMITTEE

5.1. There is hereby established a Citizen Advisory Committee. The Division Head of the Burlington County Community Development Program shall act as Administrative Liaison Officer. He/she shall provide technical and administrative support to the Committee and act as liaison between the Committee and the Board.

5.2. Membership. The Committee shall consist of not less than 60 members, as follows:

### Appointments by County Director:

County Office on Aging (1)  
County Health Department (1)  
Burlington County Planning Board (2)  
Workforce Investment Board (1)  
Local Unit Manager or Administrator (1)  
Labor Union (1)  
Housing Developer (1)  
Bank; Commercial Lender (1)  
Board of Social Services (1)  
Environmentalist (1)  
Realtor (1)  
Citizens-at-Large (5)

### Appointments by Chief Executive Officer or governing body

Municipality (maximum of 40)  
Burlington County Bridge Commission, Dept. of Economic Development &  
Regional Planning (1)  
Joint Base - McGuire-Dix-Lakehurst (1)  
Burlington County Community Action Program (1)

5.3. Meeting Schedule and Operation. The Committee shall meet promptly after its establishment and thereafter as often as it deems necessary. It shall establish rules of procedure deemed necessary to effectuate this Agreement.

5.4. Committees and Subcommittees. The Committee shall create an Executive Committee and such other sub-committees it deems necessary to perform its work. Only Committee members shall be eligible to serve on such sub-committees.

5.5. Quorum. A simple majority (not less than 51%) of the municipalities that have submitted applications for the year under consideration shall constitute a quorum.

5.6. Advisory Committee's Duties. The Committee shall

- study the community development needs of the participating municipalities
- plan for the prudent utilization of funds made available to the Board.
- recommend that the Board make application for federal funding, including funds for "urban counties".
- develop, in the manner prescribed herein, a Community Development Plan for Burlington County, to include a housing assistance program.
- recommend that the Board prepare such other documents and certifications of compliance required for its participation in the Community Development Block Grant Program and the Home Investment Partnerships Program.



5.7. Establishment of Priorities. After consultation with affected municipal and county governments, the Committee shall develop priorities for utilization of funds made available pursuant to the Board's application authorized herein. The Committee shall recommend the means for accomplishing each project or activity to be funded. Municipalities which disapprove of a proposed activity shall so advise the Board prior to the Board's submission of its application to HUD.

5.8. Each Municipality signing this Agreement shall be eligible to request to participate in the plan for expenditure of funds received by the Board pursuant to this Agreement, comment on the overall needs of the County to be served with these funds, and otherwise participate in Committee proceedings. No project may be undertaken or service provided in any municipality without the acknowledgment of that Municipality's governing body.

5.9. The Coordinator of the Community Development Program shall compile an annual report for the Committee. The Committee shall thereupon report its findings to the Board as may be required for submission to the Federal Government.

## **6. PLAN DEVELOPMENT AND USE OF FUNDS**

6.1. Preparation of CDBG Application. The County shall be responsible for preparing and submitting to HUD, pursuant to 24 CFR 91, all necessary applications and materials to obtain CDBG entitlement as an Urban County under the Act. This duty shall include complying with all applicable noticing requirements, the preparation and processing of County Housing, Community and Economic Development Needs Identification, Citizen Participation Plans, the County Consolidated Plan, and other CDBG related programs which satisfy the application requirements of the Act and all applicable regulations. The County agrees to include the Municipality's plan submitted in accordance with Section 6.3.

6.2. Plan Contents. The plan shall include the following:

- Planning and Administration. Funds designated to pay for the costs incurred in the implementation of the rehabilitation loan program.
- Locally Determined Activities. Programs designed by the municipalities to improve conditions approved by the Community Development Office.
- County Determined Activities. Programs designed by the County to improve existing conditions within the municipalities, as needed, on a year-to-year basis, on approval of the Board.
- Cost Overrun Account. Funds set aside for use when needed, to be made available pursuant to program amendments during the year, in order to allow some flexibility in the above-described programs.

6.3. Municipal Plan. The Municipality shall assist the County by preparing a community development plan for the period of this Agreement which identifies community development and housing needs, and projects and programs for the Municipality and specifies both short- and long-term Municipal objectives, consistent with requirements of the Act.

6.4. Public Hearings. On completion of grant applications the County Community Development Office shall hold at least two public hearings in accordance with HUD regulations and applicable state regulations.

6.5. Income Received by Municipality. Municipality shall report to the County on a semi-annual basis regarding any income generated by the expenditure of CDBG funds received by Municipality pursuant to this Agreement. All such program income shall be retained by Municipality and shall be used only for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.6. Income Received by County. All program income generated by the expenditure of CDBG funds that is retained by County shall be used by County for eligible activities in accordance with all applicable CDBG requirements and regulations.

6.7. Income from Real Property. Any income generated by Municipality or County from the disposition or transfer of real property prior to any close out or change of status shall be treated as program income.

6.8. County shall be responsible for monitoring and reporting to HUD on the use of any such program income. Municipality shall engage in appropriate record keeping and reporting to the County as required by the County for this purpose.

6.9. Disposition of Program Income. In the event of CDBG close-out or the change in status of Municipality under the CDBG program, any program income generated from CDBG funds paid to Municipality pursuant to this Agreement that is unexpended on the date of such close-out or change in status or that is received by Municipality shall be paid by Municipality to County. However, if Municipality resumes direct CDBG entitlement status Municipality may keep program income generated from CDBG funds or the disposition, sale or transfer of real property improved with CDBG funds paid to Municipality under this agreement, provided that it uses that program income for a CDBG eligible purpose and such use is in accordance with CDBG regulations. Any income generated from the disposition or transfer of real property prior to any such close-out or change of status shall be treated the same as program income.

6.10. Responsibility for use of Funds. The Municipality shall be responsible for the implementation of all CDBG funds allocated to Municipality under this Agreement. The County shall be responsible for determining the final disposition and distribution of all funds it receives that are not distributed to municipalities including, but not limited to, the selection of the projects for which such funds shall be used. Municipality agrees that the County has the sole authority to redistribute all CDBG funds when eligible projects that have been selected for funding are not implemented in a timely manner as defined by HUD.

6.11. Modifications to Activities. In the event that modifications to a project activity shall become necessary, the Community Development Office may increase or decrease the funding therefor with the concurrence of HUD.

## **7. GENERAL TERMS AND CONDITIONS.**

7.1. Insurance. Each party is responsible for securing and maintaining such insurance as is appropriate to cover its exposure hereunder, in whole or in part.

7.2. Every agreement made pursuant to this Agreement shall include standards of performance in accordance with the Act. Standards of performance shall comply with the requirements established by the CDBG Program and the HOME Program.

7.3. Duration of Contract. This Agreement shall be in effect for the above-referenced Federal Fiscal Years and for any additional period necessary to carry out activities that will be funded from annual CDBG appropriations and HOME Program appropriations for the above-referenced Federal Fiscal Years and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditures of any such funds granted by the Board to the Municipality. Except as otherwise provided in this Agreement, the Board and the Municipality shall not terminate or withdraw from this Agreement.

7.4. Municipal Indemnification of County. Municipality shall indemnify, defend and hold harmless the County and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by County as a result of the determination by HUD or its successor that activities undertaken by Municipality under the program(s) fail to comply with any

laws, regulations or policies applicable thereto or that any funds billed by and disbursed to Municipality under this Agreement were improperly expended.

7.5. County Indemnification of Municipality. County shall indemnify, defend and hold harmless Municipality and its respective officers, employees, servants and agents from any liability, claims, losses, demands, and actions incurred by Municipality as a result of the determination by HUD or its successor that activities undertaken by County under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to County under this Agreement were improperly expended.

7.6. Maintenance of Records. All records kept in connection with programs funded pursuant to this Agreement shall conform to Federal requirements under Title I of the Act and applicable State laws and regulations. Records shall be available for review by the authorized representatives of any participating municipality and the County at a mutually agreed time.

7.7. Cooperation. Municipality agrees to cooperate with all other municipalities that sign comparable agreements with the Board and be bound as if all had signed the same agreement.

7.8. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Agreement.

7.9. This Agreement shall replace and supersede all previous agreements between the parties.

7.10. Assignability. The Municipality may not assign or transfer any interest in this Agreement without the prior written approval of the County. Any purported assignment of any rights and obligations under this Agreement without the prior written consent of the County shall be a breach of this Agreement.

7.11. Construction and Enforceability. The existence, validity, construction and operation of this Agreement, and all its representations, terms and conditions, shall conform to the laws of the State of New Jersey. Throughout this Agreement, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and the entire Agreement will be severable and remain in effect.

7.12. Entire Agreement. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Agreement will be binding on the parties. No changes to this Agreement are valid unless they are made by written amendment duly executed by the parties.

7.13. This Agreement shall be effective for all purposes when this agreement and like agreements have been executed by County and Municipality, properly submitted to HUD, the grantor, by the designated deadline, and approved by HUD.

IN WITNESS WHEREOF, the parties hereto agree to be bound by this document and have caused this Agreement to be signed and sealed on the date as indicated.

MUNICIPALITY

Edgewater Park Township  
«Township» (by its chief administrative officer):

Township of Edgewater Park

By:

Signature

Date

4/4/2023

Attest:

Signature

Date

4/4/2023

Typed/printed name of Signer

Lauren D. Filippa

Signer's Title

Deputy Mayor

Attester's typed/printed name

Patricia A. Clayton

Attester's Title

Township Clerk

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF BURLINGTON

By:

Eve A. Cullinan,

Administrator

Date

4/29/23

OWNER OCCUPIED PROPERTIES						
REHABILITATED IN EDGEWATER PARK TOWNSHIP						
01/01/90 to PRESENT (4/25/2025)						
ADDRESS	DATE COMPLETED	# PERSONS	HUD INCOME LIMIT	COST OF WORK/ LOAN AMOUNT	WORK COMPLETED	
202 E. Franklin St.	5/13/1994	2	\$29,800 low	\$8,520	New roof, new gutters, parge foundation, six new windows, new gas range. Repair front porch.	
188 E. Church St.	10/12/1994	1	\$16,100 low	\$20,000	19 new windows, new roof, repair soffit and fascia, paint exterior, new front door, upgrade electric service, repair plumbing, remove trees, new kitchen sink, repair kitchen cabinets.	
119 Green Street	10/17/1994	1	\$16,300 very low	\$3,915	Parge foundation, repair ceilings. Install new doorbell, new mailbox, new handrail on rear porch, remove and trim trees, new trap door at crawl space.	
215 Dogwood road	11/21/1997	1	\$17,250 very low	\$6,518	New roof, three new windows, new kitchen range hood, repair fascia, paint all exterior wood.	
A8 Cooper Valley Village	1/19/1999	1	\$29,600 low	\$2,660	New front door, new storm door, 5 vinyl replacement windows.	
301 Wilson Avenue	2/15/2001	2	\$37,000 low	\$12,160	Drainage system to correct flooding basement, new driveway, new sidewalk, new front steps.	

OWNER OCCUPIED PROPERTIES					
REHABILITATED IN EDGEWATER PARK TOWNSHIP					
01/01/90 to PRESENT (4/25/2025)					
ADDRESS	DATE COMPLETED	# PERSONS	HUD INCOME LIMIT	COST OF WORK/ LOAN AMOUNT	WORK COMPLETED
212 Lincoln Avenue	7/16/2001	1	\$20,250 very low	\$18,875	Vinyl siding entire house, french drain, attic fan, insulation and steps, 2 metal entrance doors, two storm doors; new patio door, 5 new replacement windows, new garage door, new gutters and downspouts.
209 Cleveland Avenue	7/31/2003	2	\$40,500 low	\$19,912	New roof and gutters, concrete front walkway, new bathroom, repair rear porch, install handicapped shower.
1208 Mount Holly Road	9/18/2003	1	\$23,850 very low	\$14,545	Vinyl siding entire house, new garage door, 16 new windows, 4 pair of shutters, new front and storm door.
832 Woodlane Road	12/8/2005	4	\$45,056.18 low	\$3,800	Heater Replacement
328 Lincoln Avenue	1/10/2008	5	\$32,615 very low	\$4,616	Heater Replacement
94 N. Garden Blvd.	6/4/2009	2	\$47,550 low	\$19,975	3 new windows, new front and storm door, interior paint and new gas hot water heater, insulate heater ducts, new vapor liner in crawl space, new roof, new driveway, new attic fan.
241 Hendrickson Ave.	10/29/2009	1	\$26,000 very low	\$13,856	Power wash and paint ext. Interior paint and repair, electrical repair work, smoke and co detectors, new entry door, clean sewer drain, 7 new blocks of sidewalk.



OWNER OCCUPIED PROPERTIES					
REHABILITATED IN EDGEWATER PARK TOWNSHIP					
01/01/90 to PRESENT (4/25/2025)					
ADDRESS	DATE COMPLETED	# PERSONS	HUD INCOME LIMIT	COST OF WORK/ LOAN AMOUNT	WORK COMPLETED
250 Hendrickson Ave.	10/14/2009	1	\$27,250 very low	\$13,928	6 new windows, new front bow window, new slider door, new basement entrance door, new rear level door and storm door, new driveway, replace four blocks of sidewalk, replace exterior rear water faucet.
210 S. Garden Blvd.	10/21/2009	3	\$56,050 low	\$20,000	14 new windows, new hot water heater, new smoke and co detectors, new front and storm door, new slider door, 2 new exterior door on side and garage, new attic access stairs, new sump pump in basement, new roof, new front lights. Paint complete exterior.
250 Hendrickson Ave.	1/20/2009	1	\$19,293.96 very low	\$4,650.00	Heater replacement
97 N. Garden Blvd.	5/7/2009	2	\$38,636.76 Low	\$2,900.00	Heater Replacement
208 N. Harrison Ave.	2/22/2011	1	\$28,468 low	\$11,470.00	9 windows, remove and replace roof. Insulate attic, prep, paint rear deck trellis and post, electrical outlets
533 Otto Avenue	1/31/2025	3	\$48,000 low	\$24,750	Roof replacement, window, HVAC

**EXHIBIT E – LOCAL RENTER-OCCUPIED REHABILITATION PROGRAM  
DOCUMENTATION**

**EDGEWATER PARK TOWNSHIP  
RENTAL HOUSING REHABILITATION PROGRAM**

c/o Community Grants, Planning & Housing  
1249 South River Road, Cranbury, NJ 08512  
Phone 609/664-2783 ♦ Fax 609/664-2786

RE: Edgewater Park Township Rental Housing Rehabilitation Program

Dear NAME:

Edgewater Park Township would like to advise you of its **new Rental Housing Rehabilitation Program!** Owners of rental units can receive up to **\$15,000 per unit** to address major code-compliance repairs.

This wonderful opportunity provided by Edgewater Park Township provides for landlords to obtain financial assistance for needed improvements and repairs to their rental units. Eligible uses of program funds include roofs, foundation repair, heating, electric, weatherization, plumbing and more. **There is no cost to apply and no monthly payments. Funding is provided in the form of a 0% interest loan covering 75% of construction costs. Your application does not affect your credit score.** To administer this program, the Township has retained Community Grants, Planning & Housing, LLC (CGP&H), a consulting firm specializing in the implementation of Housing Rehabilitation Programs.

Program funding is offered in exchange for applying a deed restriction on the rental unit(s) that would maintain the unit(s) as affordable housing for a period of 10 or 30 years, depending on whether the unit is occupied. Landlords will still maintain full ownership and control of the unit(s); however, all future tenants must come from the Municipality's affordable housing waiting list and be appropriately income qualified by CGP&H.

Program funds are offered on a first-come, first-served basis. If you are interested in learning more about this program, please visit [hip.cgph.net](http://cgph.net) or contact the program representative, David Landri, Senior Housing Rehabilitation Specialist at 609-664-2783 or [dlandri@cgph.net](mailto:dlandri@cgph.net).

We look forward to the prospect of assisting you with your property rehabilitation needs.

Sincerely,



David Landri  
Senior Housing Rehabilitation Specialist  
Community Grants, Planning & Housing, LLC  
Encs.

**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2017-171**

TOWNSHIP OF EDGEWATER PARK  
COUNTY OF BURLINGTON, STATE OF NEW JERSEY

**RESOLUTION APPOINTING CGP&H AS THE ADMINISTRATIVE AGENT  
OF THE TOWNSHIP'S RENTAL REHABILITATION PROGRAM AND  
AUTHORIZING THE TOWNSHIP TO ENTER INTO A PROFESSIONAL  
SERVICES AGREEMENT WITH CGP&H**

**WHEREAS**, Edgewater Park Township, Burlington County filed a declaratory judgment action with the Superior Court of the State of New Jersey for a Judgment of Compliance and Repose of its revised Third Round Housing Element and Fair Share Plan finding that it is constitutionally compliant; and

**WHEREAS**, in an order of June 29, 2017, the Superior Court of the State of New Jersey approved the Township's preliminary compliance mechanisms as set forth in a Settlement Agreement with Fair Share Housing Center; and


**WHEREAS**, the plan to be approved by the Superior Court of the State of New Jersey at a future Compliance Hearing addresses the Township's Third Round Present Need obligation to rehabilitate a balance of 48 existing and deficient housing units within the Township, an 18-unit portion of which may be addressed through the implementation of a local renter-occupied housing rehabilitation program; and

**WHEREAS**, the Mayor and members of the Township Committee of the Township of Edgewater Park have determined that the Township has a need for consulting services associated with the implementation of a local renter-occupied housing rehabilitation program.

**NOW THEREFORE BE IT RESOLVED** by the Mayor and members of the Township Committee of the Township of Edgewater Park, County of Burlington, State of New Jersey that:

1. Community Grants, Planning & Housing ("CGP&H") is hereby appointed as the administrative agent of the Township's local renter-occupied housing rehabilitation program; and
2. The Township's Mayor is hereby authorized to enter into a professional services agreement with Community Grants, Planning & Housing for the administration of the local renter-occupied housing rehabilitation program.

TOWNSHIP OF EDGEWATER PARK

  
\_\_\_\_\_  
Lauren Krempfer, Mayor

I certify that the foregoing Resolution No. 2017-171 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on November 21, 2017.

Colleen A. Treusch

Colleen A. Treusch, RMC

Municipal Clerk

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mr. Amutah	✓				
Ms. Belgard	✓				
Mr. Johnson	✓				
Mr. Trainor	✓				2 <sup>nd</sup>
Mayor Krempfer	✓				1 <sup>st</sup>



# Does Your Rental Property Need Repairs?



## Receive up to \$15,000 Per Unit with the Edgewater Park Township Rental Housing Rehabilitation Program!

Edgewater Park Township is now seeking interested landlords to participate in the Township's Rental Housing Rehabilitation Program! Owners of rental units can receive up to \$15,000 per unit for major code-compliance repairs in exchange for applying a deed restriction to maintain each program-assisted unit as affordable housing. Visit [www.hip.cgph.net](http://www.hip.cgph.net) or, contact Dan Levin at [dlevin@cgph.net](mailto:dlevin@cgph.net) for more information.

- There is **no cost to apply**, and it does not affect your credit score
  - 75% of construction cost is provided as a **no interest (0%) loan**
  - There is **no monthly payment**
- Eligible Uses of Funds Include:**
- **Roofs**
  - **Foundation Repair**
  - **Heating**
  - **Electric**
  - **Weatherization**
  - **Plumbing**
  - **AND MORE!**

*Program participants may be able to charge the following rents, subject to conditions:*

Unit Type	Low Income Unit Monthly Rent	Moderate Income Unit Monthly Rent
1 Bedroom	\$882-\$988	\$1,080-\$1,186
2 Bedroom	\$1,044-\$1,186	\$1,281-\$1,423
3 Bedroom	\$1,192-\$1,370	\$1,466-\$1,644

(rental limits updated annually)


**First Come, First Served- Take the First Step Today!**

This program is sponsored by Edgewater Park Township





**EXHIBIT F – THE COURTYARDS DEED RESTRICTION**

by:   
Dante J. Romanini, Esq.

**DEED OF EASEMENT AND DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

This DEED OF EASEMENT and RESTRICTIVE COVENANT is entered into on this 20<sup>th</sup> day of November, 2002 between Edgewater Park Real Estate Associates, L.L.C., owner of the property designated in Section II Property Description, hereinafter "Owner" and the Township of Edgewater Park, hereinafter "Authority," which Authority is an instrumentality of the State of New Jersey, County of Burlington (Referred to as the "Municipality,") both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in Section II PROPERTY DESCRIPTION for a period of at least THIRTY (30) years beginning on September 15, 2002, and ending after September 14, 2032 when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

WHEREAS, pursuant to the Fair Housing Act, (P.L. 1985 c. 222) hereinafter the "Act," the housing unit (units) described in Section II PROPERTY DESCRIPTION hereinafter and/or an attached EXHIBIT A of this Agreement have been designated as low and moderate income rental housing as defined by the Act; and

WHEREAS, municipalities within the State of New Jersey are required by the Act, to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

by the Act, to  
or moderate

WHEREAS, the act requires that municipalities ensure that such designated housing remains affordable to low and moderate income households for a minimum period of 30 years; and;

WHEREAS, the Act establishes the Council on Affordable Housing (hereinafter "Council") to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, the purpose of this DEED OF EASEMENT is to ensure that the described rental units (unit) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERMS OF RESTRICTION.

NOW, THEREFORE, it is the intent of this DEED OF EASEMENT to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the Owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this DEED OF EASEMENT, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent determined by the Authority for the specified period of time.

## **I. DEFINITIONS**

"Adjusted Rent" shall mean the Base Rent for a rental unit adjusted by the applicable Index.

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the

median income level established by an authorized income guideline for geographic region and family size.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Authority" shall mean the administrative organization designated by municipal ordinance for the purpose of monitoring the long term affordability controls and leasing restrictions for the period of time specified in the Agreement. The Authority shall serve as an instrument of the municipality.

"Base Rent" shall mean the charge to a tenant for a rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

"Certified Household" shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Authority.

"Consumer Price Index (CPI)" shall mean the Index published monthly by the U.S. Department of Labor Statistics and which may be used as the applicable Index for measuring increases in Base Rents.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27-D301 et seq.

"Deed of Easement" shall mean this written instrument (Deed of Easement and Declaration of Covenants, Conditions and Restrictions) executed by the owner of an Affordable Housing unit(s) which places restrictions on Affordable Rental units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this Agreement.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total calculate amount of a household's annualized income from all household members who are 18 years of age or over. Sources of income include, but are not limited to salary, wages, regular overtime, interest, tips, dividends, alimony, child support, unemployment, disability, pensions, social security, business income and capital gains, imputed income from assets, and welfare benefits. Income is calculated based on a weekly, biweekly, semi-monthly or monthly figure that is effective at the time of interview and is estimated over a 12 year period.

"Gross Rent" shall mean the total cost of a rental unit to a Certified Household when a tenant-based utility allowance is added to the Base Rent.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income established for a household of four by geographic region using the median income guideline approved for use by the Council or any other standard economic measurement such as the CPI or Section 8 income limits authorized for purposed of increasing rents.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.

"Order" shall mean the Order entered in the Superior Court of New Jersey on July 2 , 2002, and attached hereto as Exhibit B, which sets forth the number of and method of determining the Affordable Housing units to be contained within the property referred to in this DEED OF EASEMENT.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also a named titled holder or record of such Affordable Housing unit.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing resident for no less than nine months of each calendar year.

"Renter" shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.



## II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Name & Address: The Courtyards, located at 200 Delanco Road

Municipality: Township of Edgewater Park County: Burlington

Unit locations: Pursuant to the terms of the Order, the owner agrees to restrict the rental of 39 units within the Property, to low and moderate income eligible households. The location of the 39 units shall not be permanently located at any particular units within the Property but shall be subject to change, in accordance with the provisions of the Order, so long as said units equal 39 in number and are in compliance with all terms of the Order and this DEED OF EASEMENT, with respect to the types of units so restricted.

Total units: 39

Block# 502 Lot# 12.01

and is more particularly described in the legal property description attached as Exhibit A.

## III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Deed of Easement shall begin on the date a new affordable rental unit is first occupied pursuant to this DEED OF EASEMENT and the Order.

B. The terms, restrictions and covenants of this Deed of Easement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever release from the restrictions of the Affordable Housing Agreement.

#### **IV. RESTRICTIONS**

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-9) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of the restrictions in this DEED OF EASEMENT.

D. The location of the 39 units restricted herein shall not be any specific permanent location but the Owner shall be permitted to vary the location of the said units within the Property in accordance with the terms of the Order and this DEED OF EASEMENT.

#### **V. REQUIREMENTS**

A. This DEED OF EASEMENT shall be recorded with the recording office of the county in which the Affordable rental unit or units are located immediately upon execution.

B. This DEED OF EASEMENT shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

## **VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS**

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in a Deed of Easement and Declarations of Covenants, Conditions and Restrictions which has been filed in the Office of the Clerk of Burlington County.

## **VII. COVENANTS RUNNING WITH LAND**

The provisions of this DEED OF EASEMENT shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

## **VIII. OWNER RESPONSIBILITIES**

In addition to fully complying with the terms and provisions of this DEED OF EASEMENT the Owner acknowledges the following responsibilities:

A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not that party is qualified as a Low or Moderate Income Eligible Household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be rented to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments and levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing Units shall notify the Authority in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing unit without written notification to the Authority.

F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Authority.

G. If the Authority does not refer any certified households within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred by the Authority. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible rental transaction.

H. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium for By-laws of an Association, shall further fully comply with all of

the terms, covenants or conditions of said Master Deed or By-Laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

I. The Owner shall have responsibility for forwarding copies of all documents filed with the applicable county recording office to the Authority after they have been signed, dated and recorded.

## **IX. FORECLOSURE**

A. This DEED OF EASEMENT shall not be terminated in the event of judgment of Foreclosure on properties that include Affordable Housing units that are designated as rental units unless the rental unit is contained within an owner-occupied property containing four or less units.

B. If the rental unit is contained within an owner-occupied property containing four or less units, the terms and restrictions of this DEED OF EASEMENT shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

C. Upon a judgment of Foreclosure of an owner-occupied unit containing an affordable rental housing unit, the Authority shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of this DEED OF EASEMENT. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this DEED OF EASEMENT.

## **X. VIOLATION, DEFAULTS AND REMEDIES**

In the event of a threatened breach of any of the terms of this DEED OF EASEMENT by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Authority, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of this DEED OF EASEMENT by an Owner, the Authority shall have all remedies provided at law or equity, including but not limited to recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

## **XI. RIGHT TO ASSIGN**

The Authority may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Authority, its successors or assigns shall provide written notice to the Owner.

## **XII. INTERPRETATION OF THIS DEED OF EASEMENT**

The terms of this DEED OF EASEMENT shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this DEED OF EASEMENT and to ensure, to the greatest extent possible, that the rents of designated



Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

### **XIII. NOTICES**

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner: Edgewater Park Real Estate Associates, L.L.C.  
c/o First Montgomery Properties  
78 Main Street  
Marlton, NJ 08053

To the Authority: Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010  
Attention: Municipal Clerk

Or such other address that the Authority Owner, or municipality may subsequently designate in writing and mail to the other parties.

### **XIV. SUPERIORITY OF DEED OF EASEMENT**

Owner warrants that no other agreements or deeds of restriction with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this DEED OF EASEMENT are paramount and controlling as to the rights and obligations between and among the Owner, the Authority, and their respective successors.

#### **XV. SEVERABILITY**

It is the intention of all parties that the provisions of this instrument are several so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

#### **XVI. CONTROLLING LAW**

The terms of this instrument shall be interpreted under the laws of the State of New Jersey.

#### **XVII. OWNER'S CERTIFICATION**

The Owner certifies that all information provided in order to qualify as the owner of the property is true and correct as of the date of the signing of this DEED OF EASEMENT.

## XVII. AGREEMENT

The Owner and the Authority hereby agree that all Affordable Housing Rental units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this DEED OF EASEMENT. Neither the Owner nor the Authority shall amend or alter the provisions of this DEED OF EASEMENT without first obtaining the approval of the other party. Any such approved amendments or modifications of this DEED OF EASEMENT shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

Dated:

EDGEWATER PARK REAL ESTATE ASSOCIATES, L.L.C.

Witness:

By:

Name:

Title:

TOWNSHIP OF EDGEWATER PARK

Witness:

By:

Name:

Title:

ACKNOWLEDGEMENT

STATE OF NEW JERSEY )SS  
COUNTY OF BURLINGTON )

I CERTIFY that on November 13, 2002,

Maureen McBrearty, personally came  
before me, and acknowledged under oath, to my satisfaction, that this person:

- (a) is the Mayor of the Township of Edgewater Park and signed this document on behalf of the Township of Edgewater Park; and
- (b) he/she has been authorized to execute this document on behalf of said Township pursuant to authorization given to him/her by the governing body of said Township pursuant to Resolution No 169-2002, and
- (c) signed and delivered this document as the Township's act and deed as the authorized representative of the Township of Edgewater Park, and
- (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on the

LINDA M. DOUGHERTY  
NOTARY PUBLIC OF NEW JERSEY  
COMMISSION EXPIRES 2/26/07

13 day of November, 2002.  
Linda M. Dougherty  
Notary Public

STATE OF NEW JERSEY )SS  
COUNTY OF BURLINGTON )

I CERTIFY that on November 20, 2002,

Richard J. Hayden, personally came  
before me, and acknowledged under oath, to my satisfaction, that this person:

- (a) signed this document on behalf of Edgewater Park Real Estate Associates, L.L.C.; and
- (b) is a member of the said limited liability company executing this instrument and signed and delivered this document as his or her act and deed as the authorized member on behalf of the Limited Liability Company
- (c) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on the

20<sup>th</sup> day of November, 2002.  
[Signature]  
Notary Public  
Attorney at Law of New Jersey

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

All that certain lot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Township of Edgewater Park, County of Burlington, State of New Jersey:

**BEGINNING** at a concrete monument in the Northerly right-of-way line of Delanco-Coopertown Road (49.50 feet wide) which point is distant 1216.12 feet running in an Northwesternly direction along the said line of said road from the point where same intersects the Northerly right-of-way line of U.S. Route 130, formerly State Route No. 25, (103 feet wide) and from said point or place of beginning; thence

- (1) Along the said line of said Delanco-Coopertown Road, North 72 degrees 34 minutes 00 seconds West for a distance of 370.35 feet to a point corner to lands now or formerly of Martha R. Stuart Estate; thence
- (2) North 17 degrees 26 minutes 00 seconds East along the same for a distance of 525.31 feet to a point; thence
- (3) North 4 degrees 32 minutes 35 seconds West still along the same for a distance of 415.69 feet to a point in line of lands now or formerly of James Chant; thence
- (4) North 57 degrees 59 minutes 12 seconds East along lands of Chant for a distance 789.52 feet to a point in line of lands now or formerly of Heal; thence
- (5) South 30 degrees 59 minutes 08 seconds East along lands of Heal for a distance of 1025.36 feet to a point; thence
- (6) South 59 degrees 41 minutes 42 seconds West for a distance of 1121.73 feet to the point or place of beginning.

**BEING KNOWN AS** Block 502; Lot 12.01 on Tax Map Township of Edgewater Park.

JUL 02 2002

RONALD E. BOOKBINDER, J.S.C.

WOLF, BLOCK, SCHORR AND SOLIS-COHEN LLP  
Dante J. Romanini, Esquire  
1940 Route 70 East  
Suite 200  
Cherry Hill, NJ 08003  
Attorney for the Third Party Defendant  
First Montgomery Properties

JOSEPHINE R. WELLS,

Plaintiff,

vs.

TOWNSHIP OF EDGEWATER PARK,  
and HILL HOMES OF EDGEWATER  
LIMITED PARTNERSHIP, a New Jersey  
Limited Partnership, c/o CBD  
DEVELOPMENT, INC.

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
BURLINGTON COUNTY  
DOCKET NO. BUR-L-2653-01

Civil Action

CBD DEVELOPMENT, INC., and  
HILL HOMES OF EDGEWATER, L.P.,

Plaintiffs,

vs.

THE PLANNING BOARD OF THE  
TOWNSHIP OF EDGEWATER PARK,

Defendant,

vs.

JOSEPHINE R. WELLS,

Defendant-  
Intervenor.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
BURLINGTON COUNTY  
DOCKET NO. BUR-L-3253-01

Civil Action

CONSENT ORDER

EXHIBIT B

10-15-111 - F1R213-160606

DB6015 PG582



HILL HOMES OF EDGEWATER PARK  
LIMITED PARTNERSHIP, a New  
Jersey Limited Partnership, and  
CBD DEVELOPMENT, INC., a New  
Jersey Corporation, General Partner,

Plaintiffs,

vs.

TOWNSHIP OF EDGEWATER PARK  
and MAYOR AND COUNCIL OF  
EDGEWATER PARK TOWNSHIP,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
BURLINGTON COUNTY  
(MOUNT LAUREL II)  
DOCKET NO. BUR-L-3741-97

Civil Action

CBD DEVELOPMENT, INC., HILL  
HOMES OF EDGEWATER, L.P. and  
VILLAGE HOMES OF EDGEWATER  
PARK, L.P.,

Plaintiffs,

vs.

THE PLANNING BOARD OF THE  
TOWNSHIP OF EDGEWATER PARK,

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
BURLINGTON COUNTY  
DOCKET NO. BUR-L-1708-01

Civil Action

THIS MATTER having come before the Court on application of the Township of Edgewater Park by and through its solicitor Ted M. Rosenberg, and the matter having been presented to the Court on May 22, 2002 wherein the Court signed an Order to Show Cause with Restraints requiring the Third Party Defendants First Montgomery Properties and Edgewater Park Real Estates Associates (hereinafter collectively "First Montgomery") to show cause why permanent restraints should not be entered; and the parties having discussed (1) various issues related to the Developer's Agreement executed by First Montgomery Properties and the

Township of Edgewater Park (hereinafter the "Developer's Agreement") and (2) various steps that First Montgomery could take to eliminate the emergency that the Township believed existed that precipitated the Township's application for emergent relief; and the parties (1) having made substantial progress on the issues involved in the Developer's Agreement and (2) having reached agreement on measures that will eliminate the emergency that precipitated the Township's application; and the parties, by consent, having presented the Court with a proposed resolution of the emergency as set forth in this Order, and having represented to the Court that they will, in short order, either complete the resolution of the issues involved with said Developer's Agreement or present the Court with a renegotiated agreement for the Court's review and approval, and the Court's Master, Art Bernard, P.P., having confirmed the representations of the parties that substantial progress has been made on the issues related to the Developer's Agreement, and the Court having been satisfied that the measures that First Montgomery has committed to take will eliminate the emergency and the need for further restraints; and for good cause shown,

IT IS ON this 2<sup>nd</sup> day of July, 2002, ORDERED as follows:

1 Subject to various limitations set forth below, third party defendant First Montgomery Properties, in accordance with the Developers Agreement, shall reserve 39 apartments within the development known as the Courtyards located on Lot 12.01 Block 502 in the Township of Edgewater Park (commonly known as 200 Delanco Cooperstown Road) for low and moderate households. For ease of reference, this Order shall hereinafter refer to these 39 units as the "affordable units."

2 Of the 39 affordable units, 20 shall be reserved for low-income households and 19 shall be reserved for moderate-income households.

3. The aforementioned 39 apartment units shall consist of 11 one bedroom apartments and 28 two bedroom apartments. The one bedroom apartments shall consist of either a one bedroom with or without den. The two bedroom apartments shall consist of a two bedroom apartment with one bath or two baths. There shall be 6 one bedroom and 14 two bedroom low-income units and 5 one bedroom and 14 two bedroom moderate income units.

4. The leasing of the aforementioned 39 apartment units will be in accordance with a specific list identifying such affordable units attached hereto as Exhibit A. If at any time First Montgomery wishes to designate another apartment unit (not listed on Exhibit A) as a substitute for any unit listed on Exhibit A, it may do so, so long as the proposed substituted apartment unit has the same number of bedrooms and is approved for use as an affordable unit by the Township's designated representative Frank Piazza, or his successor.

5. First Montgomery shall not be required to identify any specific apartment as an affordable unit, but shall be allowed the flexibility of identifying any unit within the Courtyards development as a COAH eligible unit as long as there are a minimum 39 units configured in the mix as set forth above. In order to administer this process, the following procedure shall be used:

a.) Prior to the expiration of a lease for any affordable unit, First Montgomery shall notify the Township's designated representative and advise him if the unit in question is to remain an affordable unit.

b) If the unit in question is not to remain an affordable unit, First Montgomery shall identify the apartment that is proposed to be substituted as an affordable unit and supply a rental Certificate of Occupancy and a lease for said unit to the Township's designated representative.

c) The Township shall approve the use of the proposed substitute apartment unit as an affordable unit so long as the unit results in the proper mix of one and two bedroom units as well as low and moderate income units.

d) In addition, First Montgomery shall provide a copy of the rent roll to the Township's representative on a monthly basis to enable the Township to track the status of the apartment units.

e) A deed restriction, in a form acceptable to the Court, shall be recorded within 45 days of the date of this Order, requiring First Montgomery, and its successors in interest, to maintain 39 affordable units in the property in the mix set forth herein.

6. The COAH eligible units will be affirmatively marketed in a manner deemed acceptable to the Master and parties. In the event of a dispute between the parties and the Master as to how the units should be marketed, the parties will bring that dispute to the Court's attention and the Court will resolve the dispute and provide direction.

7. The pricing of the affordable units shall be subject to Court approval.

8. First Montgomery represents that it has initiated a dialog with the Township that could result in a renegotiated developer's agreement that the Court would find acceptable. Nothing herein is intended to preclude the parties from completing their negotiations and presenting a renegotiated agreement to the Court for approval.

9. In view of the commitment of First Montgomery to restrict the affordable units in the manner described above pending a resolution of the details of implementing the Developer's Agreement or the presentation and approval of a renegotiated agreement, the restraints entered against Third Party Defendants by the Court's Order dated May 22, 2002 are hereby dissolved. First Montgomery and Village Homes of Edgewater Park, L.P. shall immediately be permitted to

resume renting all other units within the Courtyards except for those 39 units identified herein as being set aside for COAH eligible tenants.

Dated July 2, 2002

RL  
Hon. Ronald E. Bookbinder, J.S.C.

Unofficial Document

THE  
COURTYARDS

*burlington county's finest apartment community*

DATE: 6.10.07

TO: Dante Ronanini

@ 556-874-4367

FROM: Mark D. Singer

@ 609-877-7386

RE: BOA Availability.

Pages to follow: \_\_\_\_\_

Luxury Apartment Homes with Lifestyle Amenities Tucked Away in a Peaceful Wooded Setting

MESSAGE:

The following list is a breakdown of  
GWS and Studios and their addresses:  
11 - One bedrooms: 1301, 1303, 701, 703, 1701  
1703, 2001, 2003, 901, 903, 801.  
28 - Two bedrooms: 1201, 1203, 1205, 1207, 1202  
1403, 1405, 1407, 1406, 1409, 1501, 1502, 1503  
1505, 1504, 1601, 1602, 1603, 1801, 1802, 1805  
1901, 1903, 1905, 2101, 2102, 2103, 2104.

200 Delanco Road \* Edgewater Park, NJ 08010 \* 609-833-2540

EXHIBIT A



HOUSEHOLD TYPE BY HOUSEHOLD SIZE, 2000 Burlington, Camden and Gloucester County  
Univers Households

	Burlington County	Camden County	Gloucester County	TOTAL
<b>ALL HOUSEHOLDS</b>	154,371	185,744	90,717	430,832
1-person household	35,419	46,556	19,242	101,217
2-person household	49,710	54,371	27,460	131,541
3-person household	27,462	32,818	16,849	76,829
4-person household	25,624	29,440	16,209	71,273
5-person household	11,217	14,153	7,530	32,900
6-person household	3,563	5,299	2,793	11,255
7-or-more person household	1,676	3,107	1,034	5,817
<b>Family households:</b>				
2-person household	43,383	46,430	23,962	113,775
3-person household	26,491	31,905	16,374	74,770
4-person household	25,356	29,138	15,997	70,491
5-person household	11,150	14,048	7,483	32,681
6-person household	3,539	5,251	2,172	11,162
7-or-more person household	1,662	3,072	1,009	5,743
Total Family households	111,581	129,844	67,897	308,622
<b>Nonfamily households:</b>				
1-person household	35,419	46,556	19,242	101,217
2-person household	6,327	7,941	3,498	17,766
3-person household	671	913	475	2,059
4-person household	268	302	212	782
5-person household	67	105	47	219
6-person household	24	48	21	93
7-or-more person household	14	35	25	74
Total Nonfamily households	42,790	55,900	23,520	122,210
	100.0%	100.0%	100.0%	100.0%

Source: Census 2000 Summary File 1 (SF 1) 100-Percent Data

086015 Pg590

200 DELANCO ROAD  
EDGEWATER PARK, NEW JERSEY 08010

### 6 YARD DUMPSTER LOCATION

DESIGNATED LOW AND MODERATE INCOME UNITS

Unofficial Document

*Designated Low and Moderate Income Units*

On Line	Unit	Unit Type*
September 2002	1301	1-D
	1301	1-D
	1201	2-2
	1202	2-2
	1203	2-2
	1205	2-2
	1207	2-2
	October	1403
	1405	2-2
	1406	2-2
	1407	2-2
	1408	2-2
	1501	2-1
	1502	2-1
	1503	2-1
	1504	2-1
	1505	2-1
	2101	2-1
	2102	2-1
	2103	2-1
	2104	2-1
November	1701	1-D
	1703	1-D
	1601	2-2
	1602	2-2
	1603	2-2
December	2001	1-D
	2003	1-D
	1801	2-2
	1802	2-2
	1805	2-2

January 2003	1901	2-2
	1903	2-2
	1905	2-2
February	701	1B
	703	1B
	801	1-D
March	901	1-D
	903	1-D

\*1-D is a one bedroom unit with a den  
 1B is a one bedroom unit without a den  
 2-1 is a two bedroom unit with one bathroom  
 2-2 is a two bedroom unit with two bathrooms

---

**DEED OF EASEMENT AND DECLARATION OF**  
**COVENANTS, CONDITIONS AND RESTRICTIONS**

**Edgewater Park Real Estate Associate, L.L.C.**

**to**

**Township of Edgewater Park**

**Dated: November 20, 2002**

**Block 502, Lot 12.01**

**Township of Edgewater Park, Burlington County, NJ**

---

**Record and return to:**

**Dante J. Romanini, Esq.**  
**Wolf, Block, Schorr and Solis-Cohen**  
**1940 Route 70 East, suite 200**  
**Cherry Hill, NJ 08003**



# RECORDING DATA PAGE

---

Consideration                      Code:  
Transfer Fee :  
Recording Date: 12/06/2002    Login id:  
Document No : 3737156    ccbozart

WOLF BLOCK SCHORR AND SOLIS-COHEN  
1940 ROUTE 70 EAST  
SUITE 200  
CHERRY HILL, NJ 08003

Receipt No : 386914  
Document No : 3737156    Type : EAS  
Recording Date : 12/06/2002  
Login id : ccbozart

Recorded  
Dec 06 2002 11:04am  
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060  
609-265-5180

**EXHIBIT G – CREDITING DOCUMENTATION FOR ALTERNATIVE LIVING  
ARRANGEMENTS**



License No. ECS3137

**State of New Jersey  
Department of Human Services  
Office of Licensing**

**LICENSE**

**Oaks Integrated Care, Inc.**

770 Woodlane Road  
Suites 11, 12, 65-66  
Mount Holly, NJ 08060-3804

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

**Group Home Developmental Disability  
for 4 individuals**

at

1461 PERKINS LANE  
EDGEWATER PARK, NJ 08010

This License is effective from 01/31/2025 to 01/31/2026

  
Sarah M. Adelman, Commissioner, Department of Human Services

**Department of Community Affairs  
Local Planning Services  
Supportive and Special Needs Housing Survey**

Municipality: Edgewater Park County: Burlington  
 Sponsor: Dakota Properties, Inc. Developer: \_\_\_\_\_  
 Block: 402 Lot: 8.25 Street Address: 1461 Perkin's Lane  
 Facility Name: \_\_\_\_\_

<p><b>Section 1: Type of Facility:</b></p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <ul style="list-style-type: none"> <li>• Transitional facility for the homeless (<b>not eligible</b> for credit as affordable housing after June 2, 2008)</li> <li>• Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</li> <li>• Permanent supportive housing</li> <li>• Supportive shared housing</li> <li>• Other – Please Specify: _____</li> </ul>	<p><b>Section 2: Sources and amount of funding committed to the project :</b></p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ <u>280,000</u></p> <p><input checked="" type="checkbox"/> Other – Please specify: <b>Financed via NJEDA Bond.</b></p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p><b>Section 3: For all facilities other than permanent supportive housing:</b></p> <p>Total # of bedrooms reserved for: 4</p> <p>Very low-income clients/households <u>X</u></p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p><b>Section 4: For permanent supportive housing:</b></p> <p>Total # of units ____, including:</p> <p style="padding-left: 20px;"># of very low-income units ____</p> <p style="padding-left: 20px;"># of low-income units ____</p> <p style="padding-left: 20px;"># of moderate-income units ____</p> <p style="padding-left: 20px;"># of market-income units ____</p>
<p><b>Section 5:</b></p> <p>Length of Controls: <u>10</u> years</p> <p>Effective Date of Controls: <u>01/31/2025</u></p> <p>Expiration Date of Controls: <u>01/30/2035</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p><b>Section 6:</b></p> <p>____ CO Date: <u>04/30/2012</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: __/__/__</p> <p>Current License Date: __/__/__</p>
<p><b>Section 7:</b></p> <p>Has the project received project-based rental assistance? ____ Yes <u>X</u> No; Length of commitment: _____</p> <p>Other operating subsidy sources: _____ ; Length of commitment: _____</p> <p>Is the subsidy renewable? <u>X</u> Yes ____ No</p>	
<p><b>Section 8: The following verification is attached:</b></p> <p><input checked="" type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p><b>Section 9:</b></p> <p>Residents 18 yrs or older? <u>X</u> Yes ____ No</p> <p>Population Served (describe): <u>Group home for very low-income adults with mental health disabilities</u></p> <p>Age-restricted? ____ Yes <u>X</u> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ____ Yes ____ No</p>	

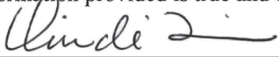


**Section 10:** Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's Executive Director

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:	<u></u>	<u>5/12/2025</u>
	Project Administrator	Date
Certified by:	_____	_____
	Municipal Housing Liaison	Date

Date Issued 10/03/96  
Control #  
Permit # 96-0059

UCC NEW JERSEY  
CERTIFICATE

IDENTIFICATION

Block 1002 Lot 9  
Work Site Location 106 NORTH GARDEN BLVD.  
Owner in Fee MR. & MRS. JOHN  
Address 106 NORTH GARDEN BLVD.  
EDGEWATER PARK, NJ 08010-  
Telephone (609)871-3157  
Contractor MAKE CO.  
Address 1518 PERKINS LANE  
EDGEWATER PARK, NJ 08010-  
Telephone (609)835-4466  
Lic. No. or Bldrs. Reg. No. \_\_\_\_\_  
Federal Emp. No. \_\_\_\_\_  
or Social Security No. 148-40-5841

Home Warranty No. \_\_\_\_\_  
Type of Warranty Plan: ☐ State ☐ Private  
Use Group R-3  
Maximum Live Load 0  
Construction Classification 5B  
Maximum Occupancy Load 0  
Description of Work/Use: \_\_\_\_\_

CERTIFICATE OF OCCUPANCY/APPROVAL

☒ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a Temporary Certificate of Occupancy the following conditions must be met no later than \_\_\_\_\_, or the owner will be subject to fine or order to vacate:

☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

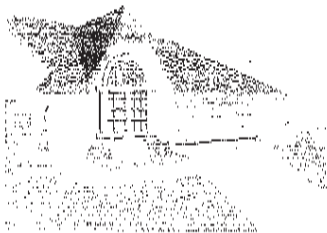
☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_.

Fee \$ 73  
Paid ☒ Check No. 261  
Collected by: JD

Roy Kerner (Signature)  
Designated Official





**Prince Association for the Developmentally Disabled, Inc.**

20 Twisting Lane  
Willingboro, NJ 08046  
(609) 877-6745 - Phone  
(609) 877-6703 - Fax  
princeassoc@verizon.net

# Fax

To: Jessica Bodnar From: Willa Prince  
Fax: 609-883-4044 Pages: (including cover page) 6  
Phone: 609-477-7326 Date: 9.19.2017  
Re: Group Home Survey CC: file

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

**Department of Community Affairs  
Local Planning Services  
Supportive and Special Needs Housing Survey**

Municipality: Township of Edgewater Park County: Burlington  
 Sponsor: Prince Assoc. for the Developer: Prince Assoc. for the  
Developmentally Disabled, Inc. Developmentally Disabled, Inc.  
 Block: 1002 Lot: 9 Street Address: 106 North Garden Blvd  
 Facility Name: Gardens Group Home

<p><b>Section 1: Type of Facility:</b></p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other - Please Specify: _____</p>	<p><b>Section 2: Sources and amount of funding committed to the project:</b></p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing - Amount \$ _____</p> <p><input type="checkbox"/> HUD - Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration - Amount \$ _____</p> <p><input type="checkbox"/> Development fees - Amount \$ _____</p> <p><input type="checkbox"/> Bank financing - Amount \$ _____</p> <p><input type="checkbox"/> Other - Please specify: _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p><b>Section 3: For all facilities other than permanent supportive housing:</b></p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p><b>Section 4: For permanent supportive housing:</b></p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p><b>Section 5:</b></p> <p>Length of Controls: <u>20</u> years</p> <p>Effective Date of Controls: <u>2/9/98</u></p> <p>Expiration Date of Controls: <u>1/1/ Renewal</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p><b>Section 6:</b></p> <p><input type="checkbox"/> CO Date: <u>3/3/98</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u>7/6/98</u></p> <p>Current License Date: <u>12/31/97</u></p>



Section 7:

Has the project received project-based rental assistance? ☐ Yes ☐ No; Length of commitment: \_\_\_\_\_

Other operating subsidy sources: \_\_\_\_\_; Length of commitment: \_\_\_\_\_

Is the subsidy renewable? ☐ Yes ☐ No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☒ Yes ☐ No

Age-restricted? ☐ Yes ☒ No

Population Served (describe): \_\_\_\_\_

Developmentally Disabled

Accessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☒ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☒ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's Executive Director

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief.

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

Willa Prince  
Project Administrator

9.19.2017  
Date

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

\_\_\_\_\_  
Municipal Housing Liaison

\_\_\_\_\_  
Date





License No. GH738

State of New Jersey  
Department of Human Services  
Office of Licensing

**LICENSE**

PRINCE ASSOCIATION FOR THE DEVELOPMENTALLY DISABLED, INC.

20 Twisting Lane  
Willingboro, NJ 08046

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

**Group Home Developmental Disability**

**for 5 individuals**

at

106 N GARDEN BLVD  
EDGEWATER PARK, NJ 08010

This License is effective from 12/31/2016 to 12/31/2017

*Elizabeth Connolly*  
Elizabeth Connolly, Acting Commissioner  
Department of Human Services



State of New Jersey  
DEPARTMENT OF HUMAN SERVICES  
PO Box 700  
TRENTON NJ 08625-0700

CHRISTINE TODD WHITMAN  
Governor

MICHELE K. GUHL  
Acting Commissioner  
TEL (609) 292-3717

July 07, 1998

Prince Association For The  
Developmentally Disabled Inc  
20 Twisting Lane  
Willingboro, NJ 08046

Dear Willa Prince:

Re: Contract Confirmation

This letter will serve to confirm your recently negotiated contract with the New Jersey Department of Human Services, Div of Development Disabilities.

By signing and returning the original copy of this letter you are confirming the following:

Contract Number: 01CK9S Vendor Id Number....: 311516834  
Contract Term..: 07/01/98 to 06/30/99 Reimbursable Ceiling: \$238,101.00

Providers with non-cost related contracts that are paid on the basis of a(n) estimated rate(s) per unit of service, should note the following: The contract reimbursable ceiling amount represents the maximum reimbursement to be made, calculated by multiplying the agreed upon rate(s) (contained in the Annex B-2) by the anticipated units of service. Your ultimate reimbursement is dependent solely on the number of units of service actually delivered under the contract at the rate(s) specified in your Annex B-2.

Unless you sign and return this document, the aforementioned contract is not binding. This document is considered an integral part of the contract. This contract is contingent upon the availability of appropriations.

If you concur with the items specified, please sign and return to:

Henrietta Small  
Contract Policy and Management Unit  
Department of Human Services  
PO Box 700  
Trenton, NJ 08625-0700

If you do not agree with the items specified, please contact your contract administrator at the above division immediately.

A delay in signing and returning this document will result in a delay in payment.

Sincerely,

  
Robert Grzyb, Director  
Office of Finance and Accounting

Provider Agency Confirmation:

Signature Willa Prince Date 7.24.98

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains \_\_\_\_\_ pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: Willa Prince  
(signature)

BY: Douglas B. McGruther  
(signature)

Willa Prince  
(type name)

Douglas B. McGruther  
(type name)

TITLE: Executive Director  
(type)

TITLE: Acting Director  
(type)

PROVIDER Prince Association for  
AGENCY: the Developmentally  
Disabled, Inc. (type)

DEPARTMENTAL  
COMPONENT: DDD/OCA  
(type)

DATE: March 19, 1998

DATE: June 29, 1998

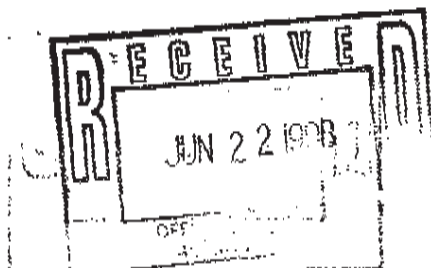
Contract Effective Date: 07/01/98

Contract Expiration Date: 06/30/99

Contract Number: 01CK9S

Contract Ceiling: \$238,101.00

Federal ID#: 31-1516834



Provider Contact Individual: Willa Prince  
(Print Name)





License No. GH738A

**State of New Jersey  
Department of Human Services  
Office of Licensing**

**LICENSE**

**A.D.E.P.T. PROGRAMS, INC.**

111 High St  
Mount Holly, NJ 08060

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

**Group Home Developmental Disability  
for 5 individuals**

at

106 N. GARDEN BOULEVARD  
EDGEWATER PARK, NJ 08010

This License is effective from 07/31/2023 to 07/31/2024

*Sarah M. Adelman*  
Sarah M. Adelman, Commissioner, Department of Human Services

A8-1

**PURCHASE MONEY MORTGAGE**  
(C-PSB-99)

2006 MAR 13 P. 1:37

MORTGAGE made this 10<sup>th</sup> day of January ARRIVED 2006  
between the Mortgagor, Family Service of Burlington County, 770 Woodlane Road, Mt.  
Holly, NJ 06080, and the Mortgagee, the State of New Jersey, Department of Human  
Services, Capital Place One, P.O. Box 700, Trenton, New Jersey 08625-0700.

WHEREAS the Mortgagor is indebted to the Mortgagee in the sum of One Hundred  
Sixty-One Thousand Fifty-Five Dollars and Nineteen cents (\$161,055.19), which  
indebtedness is evidenced by a Promissory Note dated October 13, 2004, and by a  
certain Agreement dated September 10, 1999, and as amended;

THEREFORE to secure the indebtedness of \$ 161,055.19 lawful money of the  
United States, to be paid in accordance with the aforesaid Agreement, the Mortgagor does  
hereby mortgage the following described property located in the Township of Edgewater  
Park, County of Burlington, State of New Jersey, and more particularly described  
in Exhibit A annexed hereto and made a part hereof, the aforesaid properties being  
designated as Block 502, Lot 1 (C4N08); Block 404.08; Lot 11 (CP003); and  
Block 404.08, Lot 11 (CA009) on the tax map of said Edgewater Park Township,  
and having street addresses of 275 Green Street, #4N8; 1475 Mt. Holly Road, #P-3;  
and 1475 Mt. Holly Road, #A-9.

Upon default by the Mortgagor in the performance of any term, provision or  
requirement of the aforesaid Agreement of September 10, 1999, and as amended, or  
upon no-fault termination of said Agreement pursuant to Section 8.01 thereof, the entire  
amount of this mortgage shall, at the option of the Mortgagee, immediately become due  
and payable. Alternatively, upon Mortgagor default or upon no-fault termination of the

Agreement of September 10, 1999, and as amended, the Mortgagee may exercise other options as set forth in Section 5.02 of said Agreement.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the Agreement of September 10, 1999, and as amended, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid Agreement.

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

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

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

Family Service of Burlington  
Agency Name (Mortgagor) County

BY: Bob Pekar L.S.

ATTEST:

Clindi Shi L.S.  
Secretary

State of New Jersey, County of Burlington ss.: Be it Remembered,  
that on January 16, 2006, before me, the subscriber,  
personally appeared Clindi Shi  
who, being by me duly sworn on his/her oath, deposes and makes proof to my  
satisfaction, that he is the Secretary of Family Service, the agency  
named in the within Instrument; that Bob Pekar is the chief  
executive officer of said agency; that the execution, as well as the making of this  
Instrument, has been duly authorized by a proper resolution of the governing body  
of the said agency; that deponent well knows the seal of said agency; and that the  
seal affixed to said Instrument is the proper seal and was thereto affixed and said  
Instrument signed and delivered by said chief executive officer as and for the  
voluntary act and deed of said agency, in the presence of deponent, who  
thereupon subscribed his/her name thereto as attesting witness.

Sworn to and subscribed before me,  
the date aforesaid.

Prepared by:

Arlene S. Horner 1/10/06

ARLENE S. HORNER  
Notary Public of New Jersey  
My Commission Expires August 3, 2009

A8-4

METES AND BOUNDS

Unofficial Document

# RECORDING DATA PAGE

---

Consideration :  
Code :  
Transfer Fee :  
Recording Date: 03/17/2006  
Document No : 4286057 ccsmith

FAMILY SERVICE  
770 WOODLANE RD  
MOUNT HOLLY, NJ 08060

Receipt No : 620132  
Document No : 4286057  
Document Type : MTG  
Recording Date: 03/17/2006  
Login Id : ccsmith

Recorded  
Mar 17 2006 12:15pm  
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060  
609-265-5180





State of New Jersey  
DEPARTMENT OF HUMAN SERVICES  
DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES  
CAPITAL PLACE ONE, 222 S. WARREN STREET  
PO BOX 700  
TRENTON, NJ 08625-0700

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

ELIZABETH CONNOLLY  
Acting Commissioner

LYNN A. KOVICH  
Assistant Commissioner

March 13, 2015

Mr. Bob Pekar, President and CEO  
Twin Oaks Community Services  
770 Woodlane Road  
Mount Holly, NJ 08060

Re: Renewal of Capital Funding Agreement

Dear Mr. Pekar,

I have enclosed a copy of the Mortgage Modification/Extension/Subordination Agreement (Collateral Mortgage), Promissory Note, Community Facility Grant Agreement-Annex A for properties commonly known as 275 Green Street, #4N8, 1475 Mt. Holly Road, #P-3 and 1475 Mt. Holly Road, #A-9, Edgewater Park, New Jersey.

Please sign these documents as "Mortgagor" and have them attested. Also attached is the attesting witness statement that must be completed.

After the appropriate signatures have been affixed, please return them to me for the Assistant Commissioner's signature. I will return the documents to you so that they may be recorded in the Book of Mortgages in Burlington County clerk's Recording Office.

If you have any questions, please contact me at tel. # 609-777-0617, or email at [Remington.London@dhs.state.nj.us](mailto:Remington.London@dhs.state.nj.us).

Sincerely,

Remington London  
Office of Fiscal Management Operations  
Division of Mental Health and Addiction Services

**COMMUNITY FACILITY GRANT AGREEMENT - ANNEX A**  
(Project Number (C-FSB-99R))

ANNEX A is written in accordance with the definitions provided within Article I, DEFINITIONS, for the terms "Agreement" and "Annex(es)" as listed on Pages 1 and 2 of the DEPARTMENT OF HUMAN SERVICES' AGREEMENT DOCUMENT - **FUNDING AGREEMENT FOR CONSTRUCTION, PURCHASE OR PURCHASE AND RENOVATION OF COMMUNITY-BASED FACILITIES**. ANNEX A is a part of that Agreement between the New Jersey Department of Human Services and Twin Oaks Community Services (formerly Family Services of Burlington ("The Agency")), and is subject to its terms. As used within ANNEX A of this Agreement, the term "Division" means the Division of Mental Health Services within the Department of Human Services. The contents of ANNEX A are contained in Pages A1 through A4.

A2

**AGENCY:**

Twin Oaks Community Services  
770 Woodlane Road  
Mount Holly, NJ 08060

**AUTHORIZED AGENCY REPRESENTATIVE(S):**

Bob Pekar  
President and CEO

**PROJECT DIRECTOR:**

President and CEO

**AUTHORIZED DEPARTMENT  
REPRESENTATIVE:**

Lynn A. Kovich  
Assistant Commissioner  
New Jersey Division of Mental  
Health and Addiction Services

**NOTICES DIRECTED TO:**

**FOR THE AGENCY:**

The Project Director  
(As Above)

**FOR THE DEPARTMENT:**

Remington London  
Office of Fiscal Management  
Operations  
NJ Division of Mental Health and  
Addiction Services  
P O Box 700  
Trenton, NJ 08625-0700

**PROJECT PERIOD:**

Not Applicable (Renewal)

**AGREEMENT PERIOD:**

20 Years

**COMMENCING:**

**ENDING:**

### **PROJECT SCOPE AND SERVICES TO BE PROVIDED**

Under the terms of this Agreement, and pursuant to Section 10.09 Renewability of a Capital Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated September 10, 1999, Twin Oaks Community Services (formerly Family Services of Burlington), agrees to renew their obligation for \$161,055.19 which was applied to the acquisition and renovation of the property located at Block 502, Lot 1 (C4N08); Block 404.08, Lot 11 (CP003); and Block 404.08, Lot 11 (CA009) on the tax map of said Edgewater Park Township, and having the street addresses of 275 Green Street, #4N8; 1475 Mt. Holly Road, #P-3; and 1475 Mt. Holly Road, #A-9 in the Township of Edgewater Park, County of Burlington, State of New Jersey.

The Agency will operate these facilities as supervised apartments for a period of 20 years, pursuant to the terms of this Agreement. Throughout the term of this Agreement, the Agency agrees to provide community program services in accordance with the relevant sections of the New Jersey Administrative Code 10:37A. The facility will be operated in accordance with all applicable State and local requirements, and in conformance with the terms of the agency's contract for services with the Division of Mental Health and Addiction Services.

### **ANNEX A DOCUMENTS AND CORRESPONDENCE**

Documents and correspondence containing information and data that have contributed to the formulation of this Agreement are included in the Project File (Project Number C-FSB-99R). These shall be received as support documents that pertain to the various components of this Annex and are therefore subject to the terms of this Agreement.

### **DUTIES AND RESPONSIBILITIES OF THE PROJECT DIRECTOR**

With the execution of this Agreement, the Authorized Agency Representative agrees that the Project Director will perform all tasks required by the terms of this Agreement, including the execution of all Agency responsibilities in accordance with Article III, Sections 3.06, 3.07, and 3.08; Article IV; Article VII, Sections 7.02 and 7.03; Article VIII, Section 8.03; Article IX, Section 9.01; and all other applicable Sections of this Agreement.

The Project Director will be responsible for the following:

1. Acting as the Agency's representative in ensuring the Agency's compliance with the terms of this Agreement, and the terms of any subsequent amendments to or modifications of this Agreement, during the Agreement period.
2. Performing other duties that effect the fulfillment of the terms of this Agreement and are mutually approved, in writing, by the Department and the Agency.

**AGREEMENT TERM, MORTGAGE, AND PROMISSORY NOTE**

This renewal Agreement will commence on the date the original Agreement expires, and will expire 20 years thereafter, pursuant to Article III, section 3.01 and 3.05; Article IV; Article V; and Article VIII, section 8.01 through 8.04. In accordance with Article V, Section 5.01 of this Agreement, the Agency will complete and execute a Mortgage Modification and Extension for \$161,055.19 in Agreement funds previously issued under the Agreement to which this is a renewal. The existing Promissory Note, dated October 13, 2014, shall be replaced with a Note for \$161,055.19.

By the terms of this Agreement, the Agency agrees to complete, execute, and register (within the County of Burlington) the Mortgage Modification and Extension, this renewal Agreement, and the Promissory Note. The Mortgage Modification and Extension and the existing Promissory Note shall continue in full force and amount until such a time as this Agreement is terminated as per Article V, Section 5.02, or renewed as per Article X, Section 10.09.

Promissory Note

(C-FSB-99R)

\$161,055.19

Date: \_\_\_\_\_

In accordance with Capital Funding Agreement dated September 10, 1999, Twin Oaks  
Community Services, 770 Woodlane Road, Mount Holly, NJ 08060, promises to pay on  
demand to the order of the State of New Jersey, Department of Human Services, One Hundred  
Sixty One Thousand Fifty Five Dollars Nineteen Cents (\$161,055.19) payable at Capital Place  
One, 222 South Warren Street, Trenton, New Jersey 08625.

BY:  L.S.

Authorized Agency Representative

NAME: Bob Pekar

TITLE: CEO

AGENCY: Twin Oaks Community Services

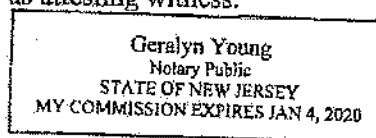
ADDRESS: 770 Woodlane Road

Mount Holly, NJ 08060



STATE OF NEW JERSEY )  
 )SS:  
COUNTY OF \_\_\_\_\_)

Be it Remembered, that on \_\_\_\_\_ 2015, before me, the subscriber, TWIN Oaks Community Services personally appeared, Bob Pekar who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that this person is the President and Chief Executive Officer (CEO) of Twin Oaks Community Services, the Agency named in the within Instrument; that Bob Pekar is the chief executive officer of said Agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the said Agency; that deponent well knows the seal of said Agency; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said chief executive officer as and for the voluntary act and deed of said Agency, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.



Sworn to and subscribed before me,  
the date aforesaid: 4/1/15

Geraldyn Young

Bob Pekar

Prepared by:

**MORTGAGE MODIFICATION/EXTENSION/SUBORDINATION AGREEMENT  
(COLLATERAL MORTGAGE)**

MORTGAGE MODIFICATION/EXTENSION/SUBORDINATION AGREEMENT ("Agreement") by and between the State of New Jersey, Department of Human Services, Division of Mental Health and Addiction Services ("MORTGAGEE") and Twin Oaks Community Services ("MORTGAGOR") dated as set forth.

**1. DEFINITIONS**

The terms set forth below shall be defined as follows:

- 1.1 "Date of Agreement" is: September 10, 1999.
- 1.2 "Mortgage" means Mortgage dated: January 10, 2006 made by Mortgagor to Mortgagee which was recorded on March 12, 2006 in the office of the County Recording Office of Burlington County, New Jersey in Book of Mortgages 10839 on pages 220 through 224. The original amount of the Mortgage was \$161,055.19.
- 1.3 "Mortgagor" means Twin Oaks Community Services, a NJ non-profit corporation.
- 1.4 "Mortgagor's Address" is 770 Woodlane Road, Mount Holly, New Jersey 08060.
- 1.5 "Mortgagee's Address" is Capital Place One, P.O. Box 700, Trenton, NJ 08625-0700.
- 1.6 "Mortgaged Property" means the property described in the Mortgage and commonly known as 275 Green Street, #4N8, Edgewater Park; 1475 Mount Holly Road, #P-3, Edgewater Park; and 1475 Mount Holly Road, #A-9, Edgewater Park.

**2. MODIFICATION/EXTENSION/SUBORDINATION**

In consideration of any modification and/or extension and/or subordination made or to be made by Mortgagee to Mortgagor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows (CHECK APPLICABLE LINES):

Mortgagee extends the maturity of the Mortgage from \_\_\_\_\_ to: \_\_\_\_\_  
☒ The principal amount of the Note secured by the Mortgage is \$161,055.19.

**3. PROMISES BY MORTGAGOR: Mortgagor certified that:**

- 3.1 The Mortgage is a valid 1<sup>st</sup> lien on the Mortgaged Property.
- 3.2 As of September 10, 1999, the outstanding principal balance is \$161,055.19, which is secured by the Mortgage.
- 3.3 Mortgagor does not make any claims to reduce or dispute the amount due.
- 3.4 Mortgagor does not make any claims against Mortgagee of any nature.

**4. CONTINUING EFFECT**

All remaining and provisions of the Mortgage and the other Loan Documents, except as modified and/or extended here, shall continue in full force and effect.

**5. WHO IS BOUND**

Until Mortgagor has paid in full what Mortgagor owes Mortgagee, the provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns of Mortgagee and Mortgagor, provided, however, Mortgagor may not assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the Mortgagee.

**6. SIGNATURES**

Mortgagor and Mortgagee consent to this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and sealed by Mortgagor and Mortgagee as of the day and year first written above. RECEIPT, WITHOUT CHARGE, OF A TRUE COPY OF THIS MORTGAGE MODIFICATION/EXTENSION AGREEMENT IS ACKNOWLEDGED:

WITNESS: ATTEST

Sign: [Signature]  
Title: CEO

Date Executed: \_\_\_\_\_

WITNESS: ATTEST

Sign: \_\_\_\_\_  
Title: \_\_\_\_\_

MORTGAGOR: Twin Oaks Community Services

BY: [Signature]  
Print Name: Bob Pekar  
Title: President and Chief Executive Officer (CEO)

MORTGAGEE: NJ Department of Human Services

BY: \_\_\_\_\_  
Print Name: Lynn Kovich  
Assistant Commissioner, State of New Jersey



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
Bureau of Fire Code Enforcement  
101 S BROAD ST, PO BOX 809  
TRENTON NJ 08625-0809  
609-633-6132

CERTIFICATE OF REGISTRATION

Registration No.: 0312-072891  
Business Name: ARBOR GREEN  
Business Address: 275 GREEN ST RM 4N8  
Municipality/County: EDGEWATER PARK TWP, BURLINGTON COUNTY  
Building Name: ARBOR GREEN <1>  
Building Address: 275 GREEN ST RM 4N8  
Floor #: EDGEWATER PARK TWP, BURLINGTON COUNTY  
Location: :  
Primary Business Owner: Oaks Integrated Care  
C/O David Nelson  
Primary Business Owner Address: 770 WOODLANE RD STE 23  
Mount Holly, NJ 08060  
United States of America

Use No.: 0312-072891-001-001  
Use Code: LHU Code: AD03: AD03  
Use Description: Halfway houses, group homes, community residences, residential child care facilities and residential health care facilities, alcohol and drug treatment centers, youth hostels, homeless shelters and other similar facilities with a maximum permitted occupancy of fewer than 50 persons;  
Issuance Date: 8/8/2024  
Expiration Date: 8/16/2025

Louis Kilmer, Bureau Chief  
Department of Community Affairs



**Department of Community Affairs  
Local Planning Services  
Supportive and Special Needs Housing Survey**

Municipality: Edgewater Park County: Burlington  
 Sponsor: Oaks Integrated Care Developer: \_\_\_\_\_  
 Block: 502.01 Lot: 1 Street Address: 275 Green St. (4N8)  
 Facility Name: \_\_\_\_\_

<b>Section 1: Type of Facility:</b> <ul style="list-style-type: none"> <li>• Licensed Group Home</li> <li>• Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</li> <li>• Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</li> <li>✓ Permanent supportive housing</li> <li>• Supportive shared housing</li> <li>• Other – Please Specify: _____</li> </ul>	<b>Section 2: Sources and amount of funding committed to the project:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Capital Application Funding Unit \$ _____</li> <li><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</li> <li><input type="checkbox"/> Balanced Housing – Amount \$ _____</li> <li><input type="checkbox"/> HUD – Amount \$ _____ Program _____</li> <li><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</li> <li><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</li> <li><input type="checkbox"/> Development fees – Amount \$ _____</li> <li><input type="checkbox"/> Bank financing – Amount \$ <u>51,500</u></li> <li>X Other – Please specify: <u>Financed via NJEDA Bond.</u></li> <li><input type="checkbox"/> For proposed projects, please submit a pro forma</li> <li><input type="checkbox"/> Municipal resolution to commit funding, if applicable</li> <li><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</li> </ul>
<b>Section 3: For all facilities other than permanent supportive housing:</b> Total # of bedrooms reserved for: Very low-income clients/households _____ Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____	<b>Section 4: For permanent supportive housing:</b> Total # of units <u>1</u> , including: # of very low-income units <u>1</u> # of low-income units _____ # of moderate-income units _____ # of market-income units _____
<b>Section 5:</b> Length of Controls: <u>20</u> years Effective Date of Controls: <u>02/26/2015</u> Expiration Date of Controls: <u>02/25/2035</u> Average Length of Stay: _____ months (transitional facilities only)	<b>Section 6:</b> CO Date: _____ For licensed facilities, indicate licensing agency: <input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date: <u>1/1/15</u> Current License Date: <u>1/1/15</u>
<b>Section 7:</b> Has the project received project-based rental assistance? <u>Yes</u> <u>X</u> No; Length of commitment: _____ Other operating subsidy sources: _____; Length of commitment: _____ Is the subsidy renewable? <u>X</u> Yes <u>No</u>	
<b>Section 8: The following verification is attached:</b> <input checked="" type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)	
<b>Section 9:</b> Residents 18 yrs or older? <u>X</u> Yes <u>No</u> Population Served (describe): <u>Supportive housing for low-income adults</u> Age-restricted? <u>Yes</u> <u>X</u> No Accessible (in accordance with NJ Barrier Free Subcode)? <u>Yes</u> <u>No</u>	



Section 10: Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's Executive Director

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:  8/20/2024  
Project Administrator Date

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



# NOTE

## NOTE

**Date of Note:** February 26, 2013  
**Principal Amount:** \$3,020,000.00  
**Maturity Date:** February 25, 2033  
**Interest Rate:** 3.285% percent per annum

FOR VALUE RECEIVED, Dakota Properties, Inc. (the "Borrower"), having an address as indicated below, HEREBY PROMISES TO PAY to the order of the New Jersey Economic Development Authority (the "Authority"), at the offices of TD Bank, N.A. (hereinafter, together with its successors and assigns, referred to as the "Purchaser"), 1701 Route 70 East, Cherry Hill, New Jersey 08034, or at such other place as the holder hereof may from time to time designate in writing, in immediately available federal funds, the Principal Amount, together with interest on the outstanding Principal Amount from time to time at the Interest Rate set forth above.

The Borrower will make equal and consecutive monthly payments of principal and interest in the sum of Seventeen Thousand Two Hundred Fifty Six Dollars and Fifty Nine Cents (\$17,256.59) beginning with the payment due on April 1, 2013, and on the same day of each and every month thereafter. If not sooner paid, the entire balance of principal and interest is due and payable in full on the Maturity Date.

Borrower hereby authorizes the Purchaser, as assignee of the Authority (hereinafter, together with its successors and assigns, referred to as the "Purchaser") to charge its checking account at TD Bank, N.A. (or such other account maintained by Borrower at TD Bank, N.A. as Borrower shall designate by written notice to Purchaser) (the "Deposit Account") to satisfy the monthly payments of principal and/or interest due and payable to Purchaser hereunder on the first (1st) day of each month (each, a "Charge Date") and Purchaser is hereby authorized to charge the Deposit Account on each Charge Date or, if any Charge Date shall fall on a Saturday, Sunday or legal holiday, then on the first (1st) Business Day immediately preceding any such Charge Date until the Note shall be paid in full.

Borrower agrees to maintain sufficient funds in the Deposit Account to satisfy the payment due Purchaser under this Note on each Charge Date during the term of the Loan. If sufficient funds are not available in the Deposit Account on any Charge Date to pay the amounts then due and payable under this Note, Purchaser, in its sole discretion, is authorized to: (a) charge the Deposit Account for such lesser amount as shall then be available; and/or (b) charge the Deposit Account on such later date or dates that funds shall be available in the Deposit Account to satisfy the payment then due (or balance of such payment then due). Notwithstanding the foregoing, Borrower shall only be entitled to receive credit in respect of any payments of principal and interest due under the Note for funds actually received by Purchaser as a result of any such charges to the Deposit Account. Borrower shall be liable to Purchaser for any late fees or interest at the Default Rate on any payments not made on a timely basis by Borrower because of insufficient funds in the Deposit Account on any Charge Date. In the event the Deposit Account continues to contain insufficient funds to fully satisfy the payments due

Purchaser under the Note, Borrower shall be responsible for making all such payments from another source and in no event shall the obligations of Borrower under the Note be affected or diminished as a result of any shortages in the Deposit Account, it being understood and agreed that Borrower shall at all times remain liable for payment in full of all indebtedness under the Note.

Purchaser may, at Purchaser's sole discretion, discontinue charging the Deposit Account at any time on not less than (10) days' written notice to the Borrower, in which event, Borrower shall thereafter be responsible for making all payments hereunder to Purchaser at the address set forth in Purchaser's notice or if no such address is given, then to Purchaser at P.O. Box 605, Bellmawr, New Jersey 08031.

Borrower shall pay a late payment charge of six cents (\$.06) for each dollar (\$1.00) of each payment that is made more than fifteen (15) days after the due date thereof which charge shall be due and payable with each such late payment.

This Note is secured by, and the parties hereto are entitled to the benefits and security of, those certain Mortgage and Security Agreements (the "Mortgages"), dated the date hereof, from Borrower, and from Twin Oaks Community Services, Inc., an affiliate of Borrower, as mortgagor, to Purchaser, as mortgagee, encumbering, among other things, certain real property and improvements described in the Mortgages all of the covenants, conditions and agreements of the Mortgages being made a part of this Note by this reference.

Except as may be otherwise provided in the Mortgages, all monthly payments received by Purchaser hereunder shall be applied first, to the payment of accrued interest on the Principal Amount, second, to the reduction of the Principal Amount of this Note, and finally, the balance, if any, to the payment of any fees, costs, expenses or charges then payable by Borrower to Purchaser hereunder, under the Mortgage or under any other document executed and delivered by Borrower in connection with the loan evidenced by this Note.

Although the repayment of the loan evidenced by this instrument has been designed as if it were to extend for a term of twenty (20) years, Borrower understands that The Purchaser expressly reserves the right and option, exercisable at its discretion, to declare the entire unpaid principal balance under this Note together with all interest which shall have accrued thereon to be due and payable on the tenth (10th) anniversary of the date of this Note ("Loan Call Date"). In the event The Purchaser desires to exercise its option to declare the loan due, it shall deliver written notice thereof by certified mail return receipt requested to Borrower's address as set forth herein within the 180 day period commencing on the 90th day prior to and ending on the 90th day after the Loan Call Date. Borrower shall, within 90 days after the date of written notice by The Purchaser of its exercise of the option, repay the entire principal balance due under this Note together with all unpaid interest which shall have accrued thereon as well as any other sums which may then be due owing under this Note, the Mortgage or other Loan Documents.

This Note may be prepaid, at the option of the Borrower, in whole or in part at any time upon thirty (30) days prior written notice to the Purchaser. In the event of any prepayment of this Note, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Purchaser, pay a "fixed rate prepayment charge" equal to the greater of (i) 2% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:



The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Purchaser upon prepayment of the principal of this Note plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in the Remaining Term/360 days] + any accrued interest due.

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of this Note, or (ii) the remaining term of the then current fixed interest rate period. "Stated Interest Rate" as used herein means the rate at which interest is accruing on the outstanding principal balance of this Note at the time of the calculation. There shall be no charge if such payment is made from funds obtained through internally generated cash flow, or the sale of the collateral property, or the refinancing of this loan through the Purchaser. Notwithstanding the foregoing, no such optional redemption shall occur unless there shall be available in the Debt Service Fund sufficient moneys available to pay all amounts due with respect to such a redemption.

Notwithstanding the foregoing, the prepayment charge shall not apply in the event that (a) such prepayment is made from funds obtained through internally generated cash flow, or the sale of the Mortgaged Property or the property pledged in the Twin Oaks Mortgages, or the refinancing of this Loan through the Purchaser, or (b) the prepayment date is March 1, 2023.

This Note is subject to mandatory prepayment, at the direction of the Purchaser, prior to maturity, in whole at any time, or in part on any Debt Service Payment Date, on a *pro rata* basis to the extent proceeds of insurance or condemnation awards are received with respect to the Premises or any Mortgaged Property and are applied for this purpose pursuant to Section 5.15 of the Bond Agreement at a prepayment price equal to 100% of the principal amount to be prepaid, plus interest accrued to the prepayment date.

Upon the occurrence of a Determination of Taxability (as defined in the Bond Agreement) and in the event the Purchaser does not elect to treat same as an Event of Default under the Bond Agreement, then, in such event from and after the date giving rise to the Determination of Taxability, the Interest Rate shall immediately adjust to a taxable rate equal to 4.38% over the Interest Rate (the "Taxable Rate") during the Interest Period.

The interest rate hereunder is subject to further adjustment in the event of the introduction of any change in any applicable law or the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Purchaser or other holder hereof with any request or directive (whether or not having the force of law) of such governmental authority, central bank or comparable agency, which adversely affects the tax-equivalent yield hereunder to the Purchaser or other holder.

Borrower agrees that if it fails to timely make any payment due under this Note or upon the happening of any "Event of Default" under the Mortgage, (as defined in the Mortgage), the outstanding Principal Amount, together with accrued interest and all other expenses, including,

reasonable attorneys' fees, shall immediately become due and payable at the option of the holder of this Note, notwithstanding the Maturity Date. For purposes hereof, attorneys' fees shall include, without limitation, fees and disbursements for legal services incurred by the holder hereof in collecting or enforcing payment hereof whether or not suit is brought, and if suit is brought, then through all appellate actions. From and after any "Event of Default" under the Mortgage, the interest rate of this Note shall be the "Default Rate" (as defined in the Mortgage).

In no event shall the total of all charges payable under this Note, the Mortgage and any other documents executed and delivered in connection herewith and therewith that are or could be held to be in the nature of interest exceed the maximum rate permitted to be charged by applicable law. Should Purchaser receive any payment that is or would be in excess of that permitted to be charged under any such applicable law, such payment shall have been, and shall be deemed to have been, made in error and shall thereupon be applied to reduce the principal balance outstanding on this Note.

Borrower waives demand, presentment for payment, notice of dishonor, protest and notice of protest of this Note.

Any notice, demand or request relating to any matter set forth in this Note shall be given in the manner provided for in the Mortgage.

Time is of the essence as to all dates set forth herein; provided, however, that whenever any payment to be made under this Note shall be stated to be due on a day that is not a Business Day, such payment may be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computations of payment of interest.

This Note may not be waived, changed, modified, terminated or discharged orally, but only by an agreement in writing signed by the party against whom enforcement of any such waiver, change, modification, termination or discharge is sought.

This Note has been executed pursuant to and in connection with that certain bond agreement (the "Bond Agreement") dated as of February 1, 2013 executed by and among the Authority, the Borrower and the Purchaser and is subject to all the terms and provisions of said Bond Agreement. All capitalized terms used in this Note and not defined herein shall have the meaning given such terms in the Bond Agreement.

Borrower shall indemnify Purchaser, and hold Purchaser harmless from any loss, damages, liability, or expense which Purchaser may sustain or incur as a consequence of the making of a prepayment, whether by voluntary prepayment, acceleration or otherwise, on a day which is not the last day of a LIBOR Interest Period with respect thereto. With respect to such prepayment, such indemnification shall equal the excess, if any, of (i) the amount of interest which would have accrued on the amount so prepaid for the period from the date of such prepayment at the applicable rate of interest provided for herein over (ii) the amount of interest (as reasonably determined by Purchaser) which would have accrued to Purchaser on such amount by placing such amount on deposit for a comparable period with leading banks in the London interbank Eurodollar market. This covenant shall survive the termination of this Note, and the payment of the entire outstanding Principal Amount, all other unpaid indebtedness secured by the Mortgage.

**BORROWER, AND BY ITS ACCEPTANCE HEREOF, PURCHASER, EACH HEREBY AGREES NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY**

**JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS NOTE, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORROWER AND PURCHASER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. BORROWER AND PURCHASER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.**

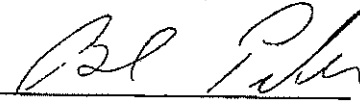
**BORROWER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY OR ON BEHALF OF PURCHASER ON THIS NOTE, ANY AND EVERY RIGHT BORROWER MAY HAVE TO (I) INJUNCTIVE RELIEF, (II) INTERPOSE ANY COUNTERCLAIM THEREIN (OTHER THAN COMPULSORY COUNTERCLAIMS), AND (III) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING. NOTHING HEREIN CONTAINED SHALL PREVENT OR PROHIBIT BORROWER FROM INSTITUTING OR MAINTAINING A SEPARATE ACTION AGAINST PURCHASER WITH RESPECT TO ANY ASSERTED CLAIM.**

This Note and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State (without giving effect to the State's principles of conflicts of law). Borrower hereby irrevocably submits to the nonexclusive jurisdiction of any state or federal court in the State sitting in the County where the mortgage property is located, over any suit, action or proceeding arising out of or relating to this Note, and Borrower hereby agrees and consents that, in addition to any methods of service or process provided for under applicable law, all service of process in any such suit, action or proceeding in any state or federal court in the State sitting in the County where the mortgage property is located, may be made by certified or registered mail, return receipt requested, directed to the Borrower at the address indicated below, and service so made shall be complete five (5) days after the same shall have been so mailed.

[NO FURTHER TEXT ON THIS PAGE]

IN WITNESS WHEREOF, the Borrower has executed and delivered this Note on the Date of Note.

DAKOTA PROPERTIES, INC.

By:   
Bob Pekar  
Chief Executive Officer

[SIGNATURE PAGE TO PROMISSORY NOTE - DAKOTA PROPERTIES, INC.]

### ENDORSEMENT

Pay to the order of TD Bank, N.A., as Purchaser under the Bond Agreement among the Authority, the Borrower and the Purchaser, without recourse. This endorsement is given and made without any warranty as to the authority and genuineness of the signature of the maker of the foregoing Note. Pay to the order of Fulton Bank of New Jersey, as Purchaser under the Bond Agreement between the Authority, the Borrower and the Purchaser, without recourse. This endorsement is given and made without any warranty as to the authority and genuineness of the signature of the maker of the foregoing Note.

Dated as of the date first above written.

NEW JERSEY ECONOMIC DEVELOPMENT  
AUTHORITY

By:   
John J. Rosenfeld  
Director of Bonds and Incentives

**TD BANK, N.A. ("BANK")**

**TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED  
OCTOBER 4, 2012 ("LOAN")**

**1. Loan**

- |    |                        |  |
|----|------------------------|--|
| a) | <u>Borrower(s):</u>    | <u>Dakota Properties, Inc.</u>                                   |
| b) | <u>Guarantor(s):</u>   | <u>Twin Oaks Community Services, Inc.</u>                        |
| c) | <u>Credit Amount:</u>  | <u>\$3,020,000</u>   |
| d) | <u>Type of Credit:</u> | <u>Non-Bank Qualified NJEDA Loan</u>                             |
| e) | <u>Term:</u>           | <u>At the Borrower's Option:</u><br><u>For Swap option only:</u> |

- 1) 60 monthly Principal and Interest payments of approximately \$16,312 based on the indicative fixed rate equivalent of 2.67% as of October 4, 2012, based on a 20 year amortization with a call option at the five (5) year anniversary.
- 2) 120 monthly Principal and Interest payments of approximately \$17,264, based on the indicative fixed rate equivalent of 3.29% as of October 4, 2012, based on a 20 year amortization with a call option at the ten (10) year anniversary.

A hedging instrument ("Swap") is available through the Bank to synthetically convert the floating rate to an indicative fixed rate. The Swap rate is indicative and will not be fixed until the Swap transaction is executed. Termination of the Swap prior to maturity will be settled at the market value of the Swap, and may result in a payment from or a payment to the Borrower, to be determined at the time of termination.

For conventional fixed rate pricing only:

- 1) 59 monthly principal and interest payments of approximately \$16,012 based on a non-bank qualified tax exempt rate of 2.47% as of October 4, 2012 based on a twenty (20) year amortization, followed by one (1) final payment of all principal and interest due and owing at the time with a call option at the five (5) year anniversary.

- 2) 119 monthly principal and interest payments of approximately \$17,125 based on a non-bank qualified tax exempt rate of 3.20% as of October 4, 2012 based on a twenty (20) year amortization, followed by one (1) final payment of all principal and interest due and owing at the time with a call option at the ten (10) year anniversary.

f) Call Option:

Upon notice to the Borrower, the Bank may call the Loan on the 5<sup>th</sup> Year or 10<sup>th</sup> Year anniversary date of the closing of the Loan and on the same day of every 5th year thereafter, depending on the option chosen.

g) Purpose of Loan:

To refinance \$3,020,000 in existing mortgage debt currently with Beneficial Bank on nineteen (19) properties.

h) Interest Rate:

I. SWAP OPTION ONLY:

A. variable rate of interest based on thirty (30) day LIBOR (currently .22% on October 4, 2012) plus 225 basis points hedged via an interest rate swap available through TD Bank, N.A. The fixed rate equivalent as of October 4, 2012 is as follows:

Option 1: 2.67% non-bank qualified tax exempt rate (taxable equivalent: 1 month LIBOR plus 225 basis points)

Option 2: 3.29% non-bank qualified tax exempt rate (taxable equivalent: 1 month LIBOR plus 225 basis points)

A hedging instrument is available through TD Bank to cover floating rate to an indicative fixed rate to be determined at closing for a period of up to five (5) years or ten (10) years depending on the option chosen.

(Note, the Swap rate will expire at the fifth (5) year anniversary or the tenth (10) year anniversary, depending on the option chosen, at which time the Borrower may negotiate a new swap to create a fixed rate, if requested).



## II. CONVENTIONAL OPTION ONLY:

Pricing fixed at closing to reflect the current TD Bank Cost of Funds plus 200 basis points.

Option 1: TD Bank Cost of Funds plus 200 Basis Points for Non-Bank Qualified Rate of 2.47% as of October 4, 2012

Option 2: TD Bank Cost of Funds plus 200 Basis Points for Non-Bank Qualified Rate of 3.20% as of October 4, 2012.

i) Default Rate of Interest:

The "default rate of interest" shall be four (4) percentage points in excess of the rate of interest charged prior to the occurrence of the event of default.

j) Late Charges:

If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

k) Prepayment Premium:

For Convention Option with Fixed Rate:

The Loan may be prepaid in whole or in part upon thirty (30) days prior written notice to the Bank. In the event of any prepayment of this Note, whether by voluntary prepayment, acceleration or otherwise, the Borrower shall, at the option of the Bank, pay a "fixed rate prepayment charge" equal to the greater of (i) 2% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the "Stated Interest Rate". If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the amount being prepaid times the number of days in the "Remaining Term" and divided by 360. The resulting amount is the "fixed prepayment charge" due to the Bank upon prepayment of the principal of this Note plus any accrued interest due as of the prepayment date and is expressed in the following calculation:

Yield Maintenance Fee = [Amount Being Prepaid x (Stated Interest Rate - Current Cost of Funds) x Days in

the Remaining Term/360 days] + any accrued interest due

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of this Note, or (ii) the remaining term of the then current fixed interest rate period.

"Stated Interest Rate" as used herein means the rate at which interest is accruing on the outstanding principal balance of this Note at the time of the calculation.

There shall be no charge if such payment is made from funds obtained through internally generated cash flow, or the sale of the collateral property, or the refinancing of this loan through the Bank.

2. Fees and Expenses.

The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan.

Additionally, Borrower shall pay the following fees:  
\$7,500 Loan Fee payable by Borrower to the Bank

3. Collateral. The following shall be given as collateral to secure the performance and payment of all obligations respecting the Credit Accommodations:

1) First mortgage liens on existing residential properties plus any properties to be purchased owned by Dakota Properties, Inc.:

1. 19 Shad Ct, Delanco, NJ
2. 2606A Auburn Ct, Mt Laurel, NJ
3. 228 Phillips Ave, Pemberton, NJ
4. 107 Press Ave, Pemberton, NJ
5. 127 Almond Ave, Brown Mills, NJ
6. 107A Kelly Cove, Mt Laurel, NJ
7. 1305A Ralston Dr, Mt Laurel, NJ
8. 475 Fish Pond Rd, Glassboro, NJ
9. 18 Hanover Ln, Willingboro, NJ
10. 2718A Sussex Ct, Mt Laurel, NJ
11. 239 Chestnut Ave, Marlton, NJ
12. 37 W Azalea Ln, Mt Laurel, NJ
13. 147 Martin's Way, Mt Laurel, NJ
14. 450 Fish Pond Rd, Glassboro, NJ
15. 1461 Perkins Ln, Edgewater Park, NJ
16. 40 Turner Ln, Willingboro, NJ

17. 312-314 Wissahickon Ave, Ventnor City, NJ
18. 23 W Gloucester Pike, Barrington, NJ
19. 3 Ridge Rd, Southampton, NJ

2) Second mortgage liens on existing residential properties plus any properties to be purchased owned by Twin Oaks Community Services, Inc.:

1. 513 Garnet Dr, Burlington, NJ
2. 1409 Kenny's Cove, Burlington, NJ
3. 314 Garnet Dr, #301, Burlington, NJ
4. 701 Garnet Dr, Burlington, NJ
5. 200 W Main St, Maple Shade, NJ
6. 79 River Bank Dr, Rosbling, NJ
7. 43 Villa Ave, Moorestown, NJ
8. 1241 Liberte Ct, Burlington, NJ
9. 45 Eraser Rd, Moorestown, NJ
10. 202 Ordor Rd, Moorestown, NJ
11. 61 Eraser Rd, Moorestown, NJ
12. 205 W Branch Ave, Pine Hill, NJ

3) Assignment of all present and future rents and leases

The facility will be secured by first mortgage liens and assignments of rents and leases on 19 various supportive housing properties and a second lien on the 12 properties, noted above, with a global LTV contingency of 75% for all properties securing each loan.

4. Insurance.

Receipt by the Bank of a prepaid fire and extended coverage insurance policy insuring the buildings, improvements, furnishings, fixtures, inventory, machinery and equipment constituting the Real Property in an amount satisfactory to Bank naming the Bank as First Mortgagee/Lender Loss Payee requiring a 30 day notice to Bank of cancellation or amendment. Receipt by the Bank of certificates of insurance in favor of Bank evidencing that comprehensive general public liability insurance protecting the Borrower are in full force and effect. All insurance shall be satisfactory to Bank as to amount, form, issuer and notice. Bank shall have the right to require additional types and amounts of coverage, including without limitation flood insurance if it is determined that the Real Property is in a special flood hazard area as defined by the Federal Emergency Management Agency.

All policies should list the Mortgagee, Lender Loss Payee, or Additional Insured, as applicable, as:

TD Bank, N.A., and/or its successors and assigns, as their interests may appear, 2069 Springdale Road, Cherry Hill, NJ 08003, Attn: Collateral Department, Insurance Section Mail Code NJB-001-158

5. Legal Opinions. Prior to closing, there shall be delivered to the Bank an opinion of Borrower's counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) Borrower and the guarantors, if any

are duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the Borrower and the guarantors, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; (4) the loan documents create perfected liens and security interests in the real or personal property collateral; and (5) the uses of the Commercial Property as currently used and as contemplated are permitted by the applicable zoning and state and local regulations governing the Commercial Property.

6. Financial Reporting.

a) Borrower(s) shall furnish the following financial reports:

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Audited Financial Statements	Annually	150 days after end of fiscal year.
Company Prepared Financial Statements	Quarterly	30 days after quarter end.

In addition, Borrower and Guarantor shall furnish to the Bank such other reports as shall be required in the loan documents.

7. Financial Covenants:

The Borrower and Commercial Guarantor will be required to meet a Minimum Debt Service Coverage Ratio -- Post Distributions, as defined by TD Bank, of 1.2 to 1.0, tested annually at the fiscal year end date.

Defined as Net Income after Tax + depreciation + depletion + amortization + interest expense - dividends plus or minus non recurring items divided by required annual principal and interest payments. Non recurring items will include other income or expenses that are not part of the normal ongoing operations of the company, as determined by TD Bank.

9. Other Conditions:

The conditions set forth on the real estate rider attached hereto and incorporated herein by reference.

UCC-1 Searches: Receipt by the Bank of state and county UCC-1 searches in all jurisdictions which Bank deems appropriate, performed by a company designated by the Bank, the cost of which is to be borne by the Borrower, evidencing that the UCC-1 Financing Statements executed and delivered in accordance with this Commitment will be in a First Lien Position.

Entity Status Searches: Bank shall be in receipt of entity status searches for Dakota Properties, Inc. and Twin Oaks Community Services, Inc. The information shall be obtained by a company designated by the Bank, the cost of which is to be borne by the Borrower, and shall provide formation information as well as evidence that the entity is in good standing in the state of its formation.

Bank shall be in receipt of the Articles of Incorporation and By-Laws of Dakota Properties, Inc. and Twin Oaks Community Services, Inc.

**ADDITIONAL CONDITIONS:**

1. Subject to NJEDA Approval.
2. Title insurance on subject property with an applicable swap rider.
3. Bank shall be in receipt of the Articles of Incorporation and By-Laws of Borrower and guarantor.
4. All debt to Borrower and any affiliated entities shall be cross-defaulted, cross-guaranteed, and cross-collateralized.
5. Any shareholder or affiliated entity debt owed now, or hereafter incurred, will be subordinated to all TD Bank debt.
6. The Borrower shall not allow any junior liens to the Bank without prior approval.
7. The Borrower shall maintain its operating accounts at TD Bank.
8. Borrower shall pay all expenses incurred by Bank in connection with the transaction, including without limitation, attorney fees, appraisal fees, examination fees, filing fees and all other out of pocket expenses. Borrower will reimburse Bank for all these expenses whether or not closing occurs with respect to the proposed facility.
9. Loan Payments are to be automatically debited from a TD Bank Account to be named.
10. Any and all information as requested by TD Bank



State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
Bureau of Fire Code Enforcement  
101 S BROAD ST, PO BOX 809  
TRENTON NJ 08625-0809  
609-633-6132

CERTIFICATE OF REGISTRATION

Registration No.: 0312-071868  
Business Name: COOPER VALLEY VILLAGE  
Business Address: 1475 MT HOLLY RD - APT A-9  
Municipality/County: EDGEWATER PARK TWP, BURLINGTON COUNTY

Building Name: COOPER VALLEY VILLAGE <1>  
Building Address: 1475 MT HOLLY RD - APT A-9  
Floor #: EDGEWATER PARK TWP, BURLINGTON COUNTY

Location: Oaks Integrated Care  
Primary Business Owner: C/O David Nelson  
Primary Business Owner Address: 770 WOODLANE RD STE 23  
Mount Holly, NJ 08060  
United States of America

Use No.: 0312-071868-001-001  
Use Code: LHU Code: AD03: AD03  
Use Description: Halfway houses, group homes, community residences, residential child care facilities and residential health care facilities, alcohol and drug treatment centers, youth hostels, homeless shelters and other similar facilities with a maximum permitted occupancy of fewer than 50 persons;

Louis Kilmer, Bureau Chief  
Department of Community Affairs







State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
Bureau of Fire Code Enforcement  
101 S BROAD ST, PO BOX 809  
TRENTON NJ 08625-0809  
609-633-6132

CERTIFICATE OF REGISTRATION

Registration No.:

0312-071868

Business Name:

COOPER VALLEY VILLAGE

Business Address:

1475 MT HOLLY RD - APT A-9

Municipality/County:

EDGEWATER PARK TWP, BURLINGTON COUNTY

Building Name:

COOPER VALLEY VILLAGE <2>

Building Address:

1475 MT HOLLY RD - APT P-3

Floor #:

EDGEWATER PARK TWP, BURLINGTON COUNTY

Location:

Oaks Integrated Care

Primary Business Owner:

C/O David Nelson

Primary Business Owner

770 WOODLANE RD STE 23

Address:

Mount Holly, NJ 08060

United States of America

Use No.: 0312-071868-002-002

Use Code: LHU Code: AD03: AD03

Use Description: Halfway houses, group homes, community residences, residential child care facilities and residential health care facilities, alcohol and drug treatment centers, youth hostels, homeless shelters and other similar facilities with a maximum permitted occupancy of fewer than 50 persons;

Issuance Date: 8/15/2024

Expiration Date: 8/16/2025

*Louis Kilmer*

Louis Kilmer, Bureau Chief  
Department of Community Affairs





**Department of Community Affairs  
Local Planning Services  
Supportive and Special Needs Housing Survey**

Municipality: Edgewater Park County: Burlington  
 Sponsor: Onks Integrated Care Developer: \_\_\_\_\_  
 Block: 404.08 Lot: 11 Street Address: 1475 Mt. Holly (P3 A9)  
 Facility Name: \_\_\_\_\_

<b>Section 1: Type of Facility:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Licensed Group Home</li> <li><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</li> <li><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</li> <li><input checked="" type="checkbox"/> Permanent supportive housing</li> <li><input type="checkbox"/> Supportive shared housing</li> <li><input type="checkbox"/> Other - Please Specify: _____</li> </ul>	<b>Section 2: Sources and amount of funding committed to the project:</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Capital Application Funding Unit \$ _____</li> <li><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</li> <li><input type="checkbox"/> Balanced Housing - Amount \$ _____</li> <li><input type="checkbox"/> HUD - Amount \$ _____ Program _____</li> <li><input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____</li> <li><input type="checkbox"/> Farmers Home Administration - Amount \$ _____</li> <li><input type="checkbox"/> Development fees - Amount \$ _____</li> <li><input type="checkbox"/> Bank financing - Amount \$ <u>138,000</u></li> <li><input checked="" type="checkbox"/> Other - Please specify: <u>Financed via NJEDA Bond.</u></li> <li><input type="checkbox"/> For proposed projects, please submit a pro forma</li> <li><input type="checkbox"/> Municipal resolution to commit funding, if applicable</li> <li><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</li> </ul>
<b>Section 3: For all facilities other than permanent supportive housing:</b> Total # of bedrooms reserved for: Very low-income clients/households _____ Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____	<b>Section 4: For permanent supportive housing:</b> Total # of units <u>1</u> , including: # of very low-income units <u>1</u> # of low-income units _____ # of moderate-income units _____ # of market-income units _____
<b>Section 5:</b> Length of Controls: <u>20</u> years Effective Date of Controls: <u>02/26/2015</u> Expiration Date of Controls: <u>02/25/2035</u> Average Length of Stay: _____ months (transitional facilities only)	<b>Section 6:</b> CO Date: _____ For licensed facilities, indicate licensing agency: <input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date: ____/____/____ Current License Date: ____/____/____
<b>Section 7:</b> Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ Other operating subsidy sources: _____; Length of commitment: _____ Is the subsidy renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Section 8: The following verification is attached:</b> <input checked="" type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)	
<b>Section 9:</b> Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Population Served (describe): <u>Supportive housing for low-income adults</u> Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No	



Section 10: Affirmative Marketing Strategy (check all that apply):

- ☐ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's Executive Director

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:  8/20/2024  
Project Administrator Date

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



New Jersey State Office  
Thirteenth Floor  
One Newark Center  
Newark, NJ 07102-5260

Ms. Mary Wells  
Executive Director  
Family Service of Burlington County  
770 Woodlane Road  
Mt. Holly NJ 08060

\* SEP 17 1990

Dear Ms. Wells:

SUBJECT: Transmittal of Grant Agreements  
Supportive Housing Program  
Project Number: NJ39B96-0003

I join Secretary Cuomo and Assistant Secretary Cardell Cooper in congratulating you on the final selection of The HAVEN under the Supportive Housing Program. All conditions attached to your award have been met.

HUD's total fund obligation for this project is \$120,000 allocated as follows:

1. Grant Amount for Operating Costs: \$120,000

Enclosed are three copies of the Grant Agreement that constitutes the agreement between you and HUD. Please sign all three and return them to this office immediately. When the Grant Agreements are received, they will be executed by HUD, and one copy will be returned to you.

Also enclosed is a document entitled "Grantee Financial Instructions." This document includes instructions on how to complete the Direct Deposit Form, the Voice Response Access Authorization form, and the Special Needs Assistance Program Voucher for Grant Payment, all of which are necessary to receive payments from HUD.

You are advised that no funds can be disbursed to you for this project until the Grant Agreement is fully executed.



### 1996 Supportive Housing Grant Agreement

This Grant Agreement is made by and between the United States Department of Housing and Urban Development (HUD) and Family Service of Burlington County, 770 Woodlane Road, Mt. Holly, N.J. 08060, the Recipient, whose TAX ID number is 23-7048397 for Project Number NJ39B 96 - 0003, as described on pages 1 through 37 of the Application, and as identified below:

Project Name: The Haven

Project Sponsor: Family Service of Burlington County.

Project Location: Burlington County, New Jersey

The assistance which is the subject of this Grant Agreement is authorized by Subtitle C of Title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11381 et seq.), (the Act). The term grant or grant funds means the assistance provided under this Agreement. This grant agreement will be governed by the Act, the Supportive Housing rule (24 CFR 583), a copy of which is attached hereto as Attachment A and made a part hereof, and the Notice of Fund Availability (NOFA), published on March 15, 1996 at 61 FR 27932, June 3, 1996. The term "Application" means that portion of the application submissions on the basis of which this grant was approved by HUD, including, in all cases, the certifications and assurances and any information or documentation required to meet any grant award conditions. In the event of a conflict between any part of the Application and any part of the Grant Agreement, the latter shall control. The Secretary agrees, subject to the terms of the Grant Agreement, to provide the grant funds in the amount specified below for the approved project.

HUD's total fund obligation for this project is \$120,000.

The Recipient agrees to comply with all requirements of this Grant Agreement and to accept responsibility for such compliance by any entities to which it makes grant funds available.

If the Recipient is a State or other governmental entity required to assume environmental responsibility, it agrees that no costs to be paid or reimbursed with grant funds will be incurred before the completion of such responsibilities and HUD approval of any required Request for Release of Funds.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Grant Agreement. No change may be made to the project nor any right, benefit, or advantage of the Recipient hereunder be assigned without prior written approval of HUD.

A default shall consist of any use of grant funds for a purpose other than as authorized by this Grant Agreement, failure in the Recipient's duty to provide the supportive housing for the

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minimum term in accordance with the requirements of the Attachment A provisions, noncompliance with the Act or Attachment A provisions, any other material breach of the Grant Agreement, or misrepresentations in the application submissions which, if known by HUD, would have resulted in this grant not being provided. Upon due notice to the Recipient of the occurrence of any such default and the provision of a reasonable opportunity to respond, HUD may take one or more of the following actions:

- (a) direct the Recipient to submit progress schedules for completing approved activities; or
- (b) issue a letter of warning advising the Recipient of the default, establishing a date by which corrective actions must be completed and putting the Recipient on notice that more serious actions will be taken if the default is not corrected or is repeated; or
- (c) direct the Recipient to establish and maintain a management plan that assigns responsibilities for carrying out remedial actions; or
- (d) direct the Recipient to suspend, discontinue or not incur costs for the affected activity; or
- (e) reduce or recapture the grant; or
- (f) direct the Recipient to reimburse the program accounts for costs inappropriately charged to the program; or
- (g) continue the grant with a substitute Recipient of HUD's choosing; or
- (h) other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

No delay or omission by HUD in exercising any right or remedy available to it under this Grant Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Recipient default.


Recipients of assistance for acquisition, rehabilitation, or new construction shall file a certification of continued use for supportive housing for each year of the 20 year period from the date of initial occupancy.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient. The effective date of this Grant Agreement shall be the date of execution by HUD, except with prior written approval by HUD.

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UNITED STATES OF AMERICA  
Secretary of Housing and Urban Development

By:

 9/17/99

Signature and Date

Kathleen Naymola

Typed Name of signatory

Director Community Planning and Development

Title

## RECIPIENT

Family Service of Burlington County

Name of Organization

By:



Authorized Signature and Date

Bernard H. Smith

Typed name of signatory

Chairman, Board of Trustees

Title

JoAnn McRae (609) 265-2002 (609) 265-2006

Official Contact Person and Telephone No. and Fax No.

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# Mortgage

This mortgage is made on May 17, 1997  
**BETWEEN** the Borrower(s) **THE SALT & LIGHT COMPANY, INC.**

Whose address is P.O. Box 249 (96 Rancocas Rd.)  
Mt. Holly, New Jersey 08060-0249

referred to as "I,"  
**AND** the Lender **NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**  
Division of Housing and Community Affairs

whose address is 101 So. Broad Street, P.O. Box 806  
Trenton, New Jersey 08625-0806

referred to as the "Lender."

If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

1. **Mortgage Note.** In return for a loan that I received, I promise to pay \$ 314,700.00 (called "Principal"), plus interest in accordance with the terms of a Mortgage Note dated (referred to as the "Note"). The Note provides for monthly payments of \$ N/A and a yearly interest rate of N/A %. All sums owed under the Note are due no later than \*\*. All terms of the Note are made part of this Mortgage.

\*\* See page 2 for term and conditions.

2. **Property Mortgaged.** The property mortgaged to the Lender (called the "Property") is located in the County of Burlington and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that I have, or will have, as owner of the Property. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

(For Recorder's Use Only)





- \*\* (1)** The term of the mortgage is for 10 years.
- (2)** The outstanding amount will not be amortized, nor will a monthly payment against the principle balance be required.
- (3)** The outstanding balance will be due and payable to the department upon the sale of the property, or upon the cessation of the use of the property as a transitional housing facility.
- (4)** On the anniversary date of the issuance of the certificate of occupancy for the transitional housing facility, and on each successive anniversary date for ten years, 10% of the original principle will be forgiven by the Department upon submission to the Department of a certification by the Grantee that the property is being utilized as transitional housing for homeless individuals. The Department, at its discretion, may cause an inspection to be performed to confirm use of the property.
- (5)** The Department agrees to subordinate the mortgage to a lending institution that may provide permanent financing for this project.
- (6)** Mortgagee hereby agrees to release any of the premises upon payment of the sum as indicated below or such other sum as would be indicated by Paragraph 3 of the note and mortgage.

RE: 1 Ridge View, Willingboro, NJ	\$47,555.00
140 Alden Ave., Roebling, NJ	\$67,625.00
275 Green St., Unit 4J-5	
Arbor Green Condominiums, Edgewater Park, NJ	\$31,805.00
327 Borden St., Bordentown, NJ	\$28,505.00
717 W. Second St., Florence, NJ	\$67,355.00
929 Rigg Rd., Burlington, NJ	\$71,855.00

**3. Rights Given to Lender.** I mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to Lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.

**4. Promises.** I make the following promises to the Lender:

- Note and Mortgage.** I will comply with all of the terms of the Note and this Mortgage.
- Payments.** I will make all payments required by the Note and this Mortgage.
- Ownership.** I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.
- Liens and Taxes.** I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the Principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.
- Insurance.** I must maintain extended coverage insurance on the Property. The Lender may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts, and types of coverage must be acceptable to the Lender. I will notify the Lender in the event of any substantial loss or damage. The Lender may then settle the claim on my behalf if I fail to do so. All payments from the insurance company must be payable to the Lender under a "standard mortgage clause" in the insurance policy. The Lender may use any proceeds to repair and restore the Property or to reduce the amount due under the note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.
- Repairs.** I will keep the Property in good repair, neither damaging nor abandoning it. I will allow the Lender to inspect the Property upon reasonable notice to me.



Old Republic National Title Insurance Company  
SCHEDULE C  
Commitment No. 120305

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract of land and premises situate in the Township of Florence, County of Burlington and State of New Jersey bounded and described as follows:

BEGINNING at a cross cut set in the Southeast line of Alden Avenue, (30 feet wide) said cross cut being where the same is intersected by the Southwest line of lands now of formerly Barbara Koruc, said cross cut also being South 66 degrees 19 minutes 00 seconds West, a distance of 401.91 feet as measured along the said line of Alden Avenue from a point where the same is intersected by the Southwest line of Hornberger Avenue (49.5 feet wide); and extending; thence

(1) South 23 degrees 41 minutes 00 seconds East, along the said line of Koruc and through a party wall, a distance of 100.00 feet to a rebar set; thence

(2) South 66 degrees 19 minutes 00 seconds West a distance of 22.40 feet to a rebar set in the Northeast line of lands now or formerly Louis Handor; thence

(3) North 23 degrees 41 minutes 00 seconds West along the same, a distance of 100.00 feet to a cross cut set in the said line of Alden Avenue; thence

(4) North 66 degrees 19 minutes 00 seconds East, along the same, a distance of 22.40 feet to the point of BEGINNING.

BEING known as Lot 8 in Block 118 as shown on the Tax Map of the Township of Florence.

FOR INFORMATION ONLY: Being Lot 8 Block 118 on the Tax Map.

MB7572 PG862

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract of land and premises situate in the Township of Edgewater Park, County of Burlington and State of New Jersey bounded and described as follows:

BEING Unit 4-J-5 in Arbor Green Condominium, said Unit being more specifically defined in the Master Deed mentioned and which Unit is herewith conveyed in conformity with the provisions of the Condominium Act of the State of New Jersey aforesaid; and also the 0.34% undivided interest in the Common elements appertaining to said Unit as specified in the Master Deed hereinabove mentioned.

FOR INFORMATION ONLY: Being Lot 1C4J05 Block 502.01 on the Tax Map.

Old Republic National Title Insurance Company

SCHEDULE C

Commitment No. 120307

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN lot of land and premises known as Lot #233 of Columbus Park #2 Extension, situate, lying and being along the Northerly side of Rigg Road, West of Flanders Road in the City of Burlington, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the curved Northerly side line of Rigg Road at the distance of 172.72 feet measured Southwestwardly along the same from the P.C. of the curved line bearing Eastwardly into Flanders Road; thence,

(1) Along the Northerly side line of Rigg Road following a curved line bearing toward the left having a radius of 290 feet the arc distance of 61 feet to a point a corner of Lot #234; thence,

(2) Along the line of Lot #234, North 57 degrees 48 minutes 39 seconds West for the distance of 100 feet to a point a corner in the line of Lot #127; thence,

(3) Partly along the line of Lot #127 and Lot #123 following a curved line bearing toward the right having a radius of 390 feet the arc distance of 82.04 feet to a point a corner of Lot #232; thence,

(4) Along the same, South 45 degrees 45 minutes 32 seconds East, for the distance of 100 feet to the point and place of BEGINNING.

FOR INFORMATION ONLY: Being Lot 6 Block 251 on the tax map of the City of Burlington.

MB7572 PG864

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**First American Title Insurance Company**

**SCHEDULE C**

Commitment No. 120308

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN land and premises situate, lying and being in the Township of Willingboro, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Northerly line of Lot 75, Block 901 (Ridgeview Place) at a point distant 95.00 feet Eastwardly from the intersection of said line of Lot 75, Block 901 (Ridgeview Place) with the easterly line of Rockland Drive, which said point is in the division line between Lots 17 and 18, and extends thence;

(1) Along Ridgeview Place, North 84 degrees 06 minutes 35 seconds East a distance of 38.00 feet to a point in the division line between Lots 18 and 19; thence,

(2) North 05 degrees 53 minutes 25 seconds West a distance of 100.00 feet crossing over a sanitary sewer easement along the front of the premises in question, to a point in the northerly line of a 10.00 foot wide gas easement; thence,

(3) South 84 degrees 06 minutes 35 seconds West a distance of 38.00 feet to a point in the Westerly line of said 10 foot wide gas easement and in the line of Lot 14; thence,

(4) Along Lots 14, 15, 16 and 17, and along said line of said easement, South 05 degrees 53 minutes 25 seconds East a distance of 100.00 feet to the place of BEGINNING.

FOR INFORMATION ONLY: Being Lot 18 Block 901 on the tax map of the Township of Willingboro.

MB7572 pg865

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**Old Republic National Title Insurance Company**

**SCHEDULE C**

Commitment No. 120309

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN land and premises situate, lying and being in the Township of Florence, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point for a corner to Tax Map Lot 14 in the Northerly line of Second Street (50 feet wide) at a distance of 172.00 feet measured in a Westerly direction from the intersection of the said Northerly line of Second Street with the Westerly line of Iron Street (50 feet wide); thence,

(1) extending from said point of beginning along the said Northerly line of Second Street in a Westerly direction, a distance of 30.00 feet to a point for a corner to Tax Map Lot 5; thence,

(2) extending along said Tax Map Lot 5 in a Northerly direction at right angles to Second Street, a distance of 117.50 feet to a point for a corner in the line of Tax Map Lot 4; thence,

(3) extending along said Tax Map Lot 4 in an Easterly direction parallel with Second Street, a distance of 30.00 feet to a point for a corner to the aforementioned Tax Map Lot 14; thence,

(4) extending along said Tax Map Lot 14 in a Southerly direction at right angles to Second Street, a distance of 117.50 feet to the first mentioned point and place of BEGINNING.

FOR INFORMATION ONLY: Being Lot 10 Block 16 on the tax map of the Township of Florence.

MB7572 PG866

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Old F      ublic National Title Insurance      pany  
SCHEDULE C  
Commitment No. 120310

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN land and premises situate, lying and being in the City of Bordentown, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Easterly line of Borden Street, opposite the middle of a party wall between #325 and #327 Borden Street, distant South 09 degrees 19 minutes 20 seconds West, 60.12 feet along Borden Street from the Southerly line of West Street and runs; thence,

(1) Along the middle of said party wall and the extensions thereof, South 80 degrees 40 minutes 40 seconds East, 63.31 feet to a point in the line of Lot 13 of the hereinafter mentioned plan; thence,

(2) Along Lot 13, South 06 degrees 51 minutes 27 seconds West, 15.03 feet to a point in the line of Lot 13 and corner to Lot 2; thence,

(3) Along Lot 2, through the middle of a party wall between #327 and #329 Borden Street, North 80 degrees 40 minutes 40 seconds West, 63.96 feet to a point in the Easterly line of Borden Street; thence,

(4) Along Borden Street, North 09 19 minutes 20 seconds East, 15.02 feet to the place of BEGINNING.

BEING all of lot 14 as shown on a map entitled "Proposed Subdivision of Tax Map Lot 2, Block 504, Sheet 5, City of Bordentown, Burlington County, New Jersey" and duly filed or about to be filed in the Burlington County Clerk's office.

FOR INFORMATION ONLY: Being Lot 14 Block 504 on the tax map of the City of Bordentown.

MB7572 PG867

g. **Statement of Amount Due.** Upon request of the Lender, I will certify to the Lender in writing:

- (a) the amount due on the Note and this Mortgage; and
- (b) whether or not I have any defense to my obligations under the Note and this Mortgage.

h. **Rent.** I will not accept rent from any tenant for more than one month in advance.

i. **Lawful Use.** I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

5. **Eminent Domain.** All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Lender. The Lender may use this to repair and restore the Property or to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me.

6. **Tax and Insurance Escrow.** If the Lender requests, I will make regular monthly payments to the Lender of: (a) 1/12 of the yearly real estate taxes and assessments on the Property; and (b) 1/12 of the yearly cost of insurance on the Property. These payments will be held by the Lender without interest to pay the taxes, assessments and insurance premiums as they become due.

7. **Payments Made for Borrower(s).** If I do not make all of the repairs or payments as agreed in this Mortgage, the Lender may do so for me. The cost of these repairs and payments will be added to the Principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.

8. **Default.** The Lender may declare that I am in default on the Note and this Mortgage if:

- a. I fail to make any payment required by the Note and this Mortgage within N/A days after its due date;
- b. I fail to keep any other promise I make in this Mortgage;
- c. the ownership of the Property is changed for any reason;
- d. the holder of any lien on the Property starts foreclosure proceedings; or
- e. bankruptcy, insolvency or receivership proceedings are started by or against any of the Borrowers.

9. **Payments Due Upon Default.** If the Lender declares that I am in default, I must immediately pay the full amount of all unpaid Principal, interest, other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.

10. **Lender's Rights Upon Default.** If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- a. take possession of and manage the Property, including the collection of rents and profits;
- b. have a court appoint a receiver to accept rent for the Property (I consent to this);
- c. start a court action, known as foreclosure, which will result in a sale of the Property to reduce my obligations under the Note and this Mortgage; and
- d. sue me for any money that I owe the Lender.

11. **Notices.** All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the address given in this Mortgage. Address changes may be made upon notice to the other party.

12. **No Waiver by Lender.** Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

13. **Each Person Liable.** This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Lender may enforce any of the Provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

14. **No Oral Changes.** This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.

15. **Signatures.** I agree to the terms of this Mortgage. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

The Salt & Light Company, Inc.  
by

Witnessed or Attested by:

(Seal)

KENT R. PIPES - EXECUTIVE DIRECTOR

(Seal)



STATE OF NEW JERSEY, COUNTY OF  
I CERTIFY that on

SS.:

personally came before me and stated to my satisfaction that this person (or if more than one, each person):  
(a) was the maker of the attached instrument; and,  
(b) executed this instrument as his or her own act.

(Print name and title below signature)

STATE OF NEW JERSEY, COUNTY OF *Camden*  
I CERTIFY that on *my 17-1-19*

SS.:

Kent R. Pipes

personally came before me and stated to my satisfaction that this person (or if more than one, each person):  
(a) was the maker of the attached instrument;

(b) was authorized to and did execute this instrument as Executive Director

of The Salt & Light Company, Inc. the entity named in this instrument; and,  
(c) executed this instrument as the act of the entity named in this instrument.

(Print name and title below signature)

**NOTE MORTGAGE**

Dated:

The Salt & Light Company, Inc.

Record & Return to:

Borrower(s)

SERVICETRAX NETWORK  
22 SPRINGDALE ROAD  
CHERRY HILL, NJ 08003

TO

NJ Department of Community  
Affairs

*File, 120305 -> 120210*

Lender(s)

To the County Recording Officer of

County:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated

(Seal)  
Lender





### Council on Affordable Housing (COAH) Alternative Living Arrangement Survey

Municipality: Edgewater Park \_\_\_\_\_ County: Burlington County \_\_\_\_\_

Sponsor: The Salt and Light Company, Inc. Developer: The Salt and Light Company, Inc.

Block: 502.01 \_\_\_\_\_ Lot: 1 C4J05 \_\_\_\_\_ Street Address 275 Green Street, Unit 4J5

Facility Name: Affordable Homes Group Unit \_\_\_\_\_

Type of Facility:

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement
- ☒ Other - Please Specify: Emergency Shelter for the Homeless \_\_\_\_\_

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State - Amount \$ \_\_\_\_\_
- ☐ Balanced Housing - Amount \$ \_\_\_\_\_
- ☐ HUD - Amount \$ \_\_\_\_\_
- ☐ Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- ☐ Farmers Home Administration - Amount \$ \_\_\_\_\_
- ☐ Development fees - Amount \$ \_\_\_\_\_
- ☐ Bank financing - Amount \$ \_\_\_\_\_
- ☒ Other - Please specify: Shelter Support Program \_\_\_\_\_

1.) Please provide a pro forma for proposed projects

# of total bedrooms 1 \_\_\_\_\_

# of low-income residents 1 \_\_\_\_\_

# of moderate-income residents 0 \_\_\_\_\_

# of market residents 0 \_\_\_\_\_

Residents qualify as low or moderate income?

☒ Yes \_\_\_\_\_ No \_\_\_\_\_

Length of Controls: 10 years

Effective Date of Controls: 5/17/1999

Expiration Date of Controls: 5/17/2009

Average Length of Stay: 6 months - 12 months (transitional facilities only)

☒ CO Date: 7/27/2007

Indicate licensing agency: NA

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: \_\_/\_\_/\_\_

Current License Date: \_\_/\_\_/\_\_

The following verification is attached:

- Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- ☒ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ☒ Yes ☐ No

Age-restricted? ☐ Yes ☒ No

Population Served (describe): Homeless Families or Single Adults

Accessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☒ No

Affirmative Marketing Strategy (check all that apply).

DDD/DMHS/DHSS/DCA waiting list

☒ Other (please specify): County Board of Social Services Referrals

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:

  
Project Administrator

Date

8/22/07

Certified by:

Municipal Housing Liaison

Date



**EDGEWATER PARK TOWNSHIP***Property Maintenance Resale Inspection***Certificate of Housing Code Compliance**

This is to certify that Building(s) located at 275 Green Street 4J5  
and occupied as Single Family Dwelling has been inspected on 7-27-2007  
by the Housing Inspector of the Township of Edgewater Park and has been found to be in  
compliance with the provisions of the Property Maintenance Ordinances of Edgewater Park  
Township.

**NOTE:** The Edgewater Park Housing Inspection consists of a visual examination of the dwelling  
to determine its suitability for Continued Occupancy under the provisions of the Property  
Maintenance Ordinances of Edgewater Park Township. This Housing Inspection is not a guar-  
antee or warranty of the premises or equipment therein.

7-27-2007

Date

Fees Paid 35.00  
Housing Inspector**COPY**



# Mortgage

This mortgage is made on  
**BETWEEN** the Borrower(s)

May 17-2007  
**THE SALT & LIGHT COMPANY, INC.**

Whose address is

P.O. Box 249 (96 Rancocas Rd.)  
Mt. Holly, New Jersey 08060-0249

referred to as "I,"  
**AND** the Lender

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
Division of Housing and Community Affairs

whose address is

101 So. Broad Street, P.O. Box 806  
Trenton, New Jersey 08625-0806

referred to as the "Lender."

If more than one Borrower signs this Mortgage, the word "I" shall mean each Borrower named above. The word "Lender" means the original Lender and anyone else who takes this Mortgage by transfer.

1. **Mortgage Note.** In return for a loan that I received, I promise to pay \$ 314,700.00 (called "Principal"), plus interest in accordance with the terms of a Mortgage Note dated (referred to as the "Note"). The Note provides for monthly payments of \$ N/A and a yearly interest rate of N/A %. All sums owed under the Note are due no later than \*\*. All terms of the Note are made part of this Mortgage.

\*\* See page 2 for term and conditions.

2. **Property Mortgaged.** The property mortgaged to the Lender (called the "Property") is located in the County of Burlington and State of New Jersey. The Property includes: (a) the land; (b) all buildings that are now, or will be, located on the land; (c) all fixtures that are now, or will be, attached to the land or building(s) (for example, furnaces, bathroom fixtures and kitchen cabinets); (d) all condemnation awards and insurance proceeds relating to the land and building(s); and (e) all other rights that I have, or will have, as owner of the Property. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

204S - Note Mortgage  
Ind. or Corp. - Plain Language  
Rev. 8/95 Print date 11/97

MB7572 PG860



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Page 1



\*\* (1) The term of the mortgage is for 10 years.

(2) The outstanding amount will not be amortized, nor will a monthly payment against the principle balance be required.

(3) The outstanding balance will be due and payable to the department upon the sale of the property, or upon the cessation of the use of the property as a transitional housing facility.

(4) On the anniversary date of the issuance of the certificate of occupancy for the transitional housing facility, and on each successive anniversary date for ten years, 10% of the original principle will be forgiven by the Department upon submission to the Department of a certification by the Grantee that the property is being utilized as transitional housing for homeless individuals. The Department, as its discretion, may cause an inspection to be performed to confirm use of the property.

(5) The Department agrees to subordinate the mortgage to a lending institution that may provide permanent financing for this project.

(6) Mortgagee hereby agrees to release any of the premises upon payment of the sum as indicated below or such other sum as would be indicated by Paragraph 3 of the note and mortgage.

RE: 1 Ridge View, Willingboro, NJ	\$47,555.00
140 Alden Ave., Roebling, NJ	\$67,625.00
275 Green St., Unit 4J-5	
Arbor Green Condominiums, Edgewater Park, NJ	\$31,805.00
327 Borden St., Bordentown, NJ	\$28,505.00
717 W. Second St., Florence, NJ	\$67,355.00
929 Rigg Rd., Burlington, NJ	\$71,855.00

3. **Rights Given to Lender.** I mortgage the Property to the Lender. This means that I give the Lender those rights stated in this Mortgage and also those rights the law gives to Lenders who hold mortgages on real property. When I pay all amounts due to the Lender under the Note and this Mortgage, the Lender's rights under this Mortgage will end. The Lender will then cancel this Mortgage at my expense.

4. **Promises.** I make the following promises to the Lender:

a. **Note and Mortgage.** I will comply with all of the terms of the Note and this Mortgage.

b. **Payments.** I will make all payments required by the Note and this Mortgage.

c. **Ownership.** I warrant title to the premises (N.J.S.A. 46:9-2). This means I own the Property and will defend my ownership against all claims.

d. **Liens and Taxes.** I will pay all liens, taxes, assessments and other government charges made against the Property when due. I will not claim any deduction from the taxable value of the Property because of this Mortgage. I will not claim any credit against the Principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

- e. **Insurance.** I must maintain extended coverage insurance on the Property. The Lender may also require that I maintain flood insurance or other types of insurance. The insurance companies, policies, amounts, and types of coverage must be acceptable to the Lender. I will notify the Lender in the event of any substantial loss or damage. The Lender may then settle the claim on my behalf if I fail to do so. All payments from the insurance company must be payable to the Lender under a "standard mortgage clause" in the insurance policy. The Lender may use any proceeds to repair and restore the Property or to reduce the amount due under the note and this Mortgage. This will not delay the due date for any payment under the Note and this Mortgage.
- f. **Repairs.** I will keep the Property in good repair, neither damaging nor abandoning it. I will allow the Lender to inspect the Property upon reasonable notice to me.





**First American Title Insurance Company****SCHEDULE C**

Commitment No. 120306

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract of land and premises situate in the Township of Edgewater Park, County of Burlington and State of New Jersey bounded and described as follows:

BEING Unit 4-J-5 in Arbor Green Condominium, said Unit being more specifically defined in the Master Deed mentioned and which Unit is herewith conveyed in conformity with the provisions of the Condominium Act of the State of New Jersey aforesaid; and also the 0.34% undivided interest in the Common elements appertaining to said Unit as specified in the Master Deed hereinabove mentioned.

FOR INFORMATION ONLY: Being Lot 1C4J05 Block 502.01 on the Tax Map.



**g. Statement of Amount Due.** Upon request of the Lender, I will certify to the Lender in writing:  
(a) the amount due on the Note and this Mortgage, and  
(b) whether or not I have any defense to my obligations under the Note and this Mortgage.

**h. Rent.** I will not accept rent from any tenant for more than one month in advance.

**i. Lawful Use.** I will use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

**5. Eminent Domain.** All or part of the Property may be taken by a government entity for public use. If this occurs, I agree that any compensation be given to the Lender. The Lender may use this to repair and restore the Property or to reduce the amount owed on the Note and this Mortgage. This will not delay the due date for any further payment under the Note and this Mortgage. Any remaining balance will be paid to me.

**6. Tax and Insurance Escrow.** If the Lender requests, I will make regular monthly payments to the Lender of: (a) 1/12 of the yearly real estate taxes and assessments on the Property; and (b) 1/12 of the yearly cost of insurance on the Property. These payments will be held by the Lender without interest to pay the taxes, assessments and insurance premiums as they become due.

**7. Payments Made for Borrower(s).** If I do not make all of the repairs or payments as agreed in this Mortgage, the Lender may do so for me. The cost of these repairs and payments will be added to the Principal, will bear interest at the same rate provided in the Note and will be repaid to the Lender upon demand.

**8. Default.** The Lender may declare that I am in default on the Note and this Mortgage if:  
a. I fail to make any payment required by the Note and this Mortgage within N/A days after its due date;  
b. I fail to keep any other promise I make in this Mortgage;  
c. the ownership of the Property is changed for any reason;  
d. the holder of any lien on the Property starts foreclosure proceedings; or  
e. bankruptcy, insolvency or receivership proceedings are started by or against any of the Borrowers.

**9. Payments Due Upon Default.** If the Lender declares that I am in default, I must immediately pay the full amount of all unpaid Principal, interest, other amounts due on the Note and this Mortgage and the Lender's costs of collection and reasonable attorney fees.

**10. Lender's Rights Upon Default.** If the Lender declares that the Note and this Mortgage are in default, the Lender will have all rights given by law or set forth in this Mortgage. This includes the right to do any one or more of the following:

- take possession of and manage the Property, including the collection of rents and profits;
- have a court appoint a receiver to accept rent for the Property (I consent to this);
- start a court action, known as foreclosure, which will result in a sale of the Property to reduce my obligations under the Note and this Mortgage; and
- sue me for any money that I owe the Lender.

**11. Notices.** All notices must be in writing and personally delivered or sent by certified mail, return receipt requested, to the address given in this Mortgage. Address changes may be made upon notice to the other party.

**12. No Waiver by Lender.** Lender may exercise any right under this Mortgage or under any law, even if Lender has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. Lender does not waive its right to declare that I am in default by making payments or incurring expenses on my behalf.

**13. Each Person Liable.** This Mortgage is legally binding upon each Borrower and all who succeed to their responsibilities (such as heirs and executors). The Lender may enforce any of the Provisions of the Note and this Mortgage against any one or more of the Borrowers who sign this Mortgage.

**14. No Oral Changes.** This Mortgage can only be changed by an agreement in writing signed by both the Borrower(s) and the Lender.



15. Signatures. I agree to the terms of this Mortgage. If the Borrower is a corporation, its proper corporate officers sign and its corporate seal is affixed.

The Salt & Light Company, Inc.  
by

Witnessed or Attested by:

(Seal)

KENT R. PIPES - EXECUTIVE DIRECTOR

(Seal)

204SPD/3-4 - Note Mortgage  
Ind. or Corp.  
Plain Language (9601-01)

MB7572 PG868



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\*\*\* TOTAL PAGE.06 \*\*\*

5

153,4677-49

PURCHASE MONEY MORTGAGE

MORTGAGE made this 25th day of March, 1998,  
between the Mortgagor, Prince Association for the Developmentally  
Disabled, Inc.,  
and the Mortgagee, the State of New Jersey, Department of Human  
Services, Capital Place One, 222 South Warren Street,  
Trenton, New Jersey.

WHEREAS the Mortgagor is indebted to the Mortgagee in the  
sum of One hundred forty seven thousand dollars  
(\$147,000), which indebtedness is evidenced by a promissory  
note dated February 9, 1998, and by a certain agreement dated  
February 9, 1998;

THEREFORE to secure the indebtedness of \$147,000  
lawful money of the United States, to be paid in accordance with  
the aforesaid agreement, the Mortgagor does hereby mortgage  
following described property located in the Township Edgewater Park  
County of Burlington State of New Jersey, and more particularly described in Exhibit A  
annexed hereto and made a part hereof, the aforesaid property being  
designated as Block one thousand & two (01002), Lot nine  
(00009), on the tax map of said Edgewater Park Township, and having  
a street address of 106 North Garden Blvd.

RECORDED  
COUNTY CLERK'S  
OFFICE  
MARCH 10 1998

MB7255 PG060

First American Title Insurance Company

Commitment No. 153 4677-98

SCHEDULE C

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Edgewater Park, County of Burlington and State of New Jersey:

BEING known and designated as Lot 9, Block K, Section 1, Plan of Robinhood, dated August 15, 1955 and filed March 20, 1956 as Map No. #1308 in the Clerks Office of Burlington County.

BEGINNING at a point on the Southeasterly right of way line of North Garden Boulevard (50 feet wide); said point being South 55 degrees 37 minutes 56 seconds West a distance of 349.44 feet from the intersection of the said line of North Garden Boulevard with the Southwesterly right of way line of Laurel Road (50 feet wide); said point also being in the division line between Lots 9 and 10, said Block and Plan; thence

(1) Along the said Southeasterly line of North Garden Boulevard, South 55 degrees 37 minutes 56 seconds West a distance of 75.00 feet to the a point in the division line between Lots 8 and 9, said Block and Plan; thence

(2) Along said last mentioned dividing line, South 34 degrees 22 minutes 04 seconds East a distance of 196.52 feet to a point in the division line between Lots 9 and 18, said Block and Plan; thence

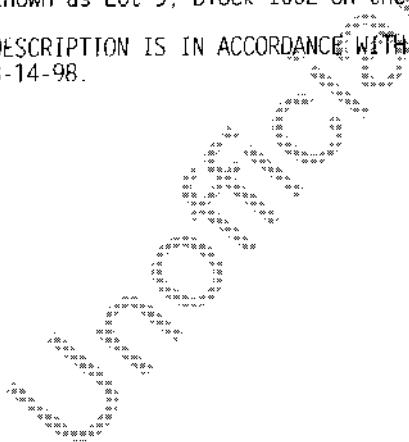
(3) Along said last mentioned dividing line and partly along the dividing line between Lots 9 and 17, said Block and Plan, North 37 degrees 11 minutes 49 seconds East a distance of 79.06 feet to a point in the dividing line between Lots 9 and 10, said Block and Plan; thence

(4) Along said division line, North 34 degrees 22 minutes 04 seconds West a distance of 171.52 feet to the point and place of beginning.

FOR INFORMATIONAL PURPOSES ONLY:

BEING known as Lot 9, Block 1002 on the Township of Willingboro Tax Map.

ABOVE DESCRIPTION IS IN ACCORDANCE WITH A SURVEY MADE BY CLEO E. MCCALL, P.L.S., DATED 3-14-98.



Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid agreement of February 9, 1998, or upon no-fault termination of said agreement pursuant to Section 8.01 thereof, the entire amount of this mortgage shall, at the option of the Mortgagee, immediately become due and payable. Alternatively, upon Mortgagor default or upon no-fault termination of the agreement of February 9, 1998, the Mortgagee may exercise other options as set forth in Section 5.02 of said agreement.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the agreement of February 9, 1998, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid agreement.

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

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

MB7255 PG062

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

Prince Association for the  
Developmentally Disabled, Inc.  
Agency Name (Mortgagor)

BY: Willa Prince L.S.  
Willa Prince, CEO

BY: Bandra Gary L.S.  
Bandra Gary, President

ATTEST:

Shirley G. Horan L.S.  
Secretary

State of New Jersey, County of Burlington ss.: Be it Remembered,  
that on March 25, 1998, before me, the subscriber,  
Doris J. Govan  
personally appeared on behalf of the Prince Association for  
Developmentally Disabled, Inc.  
who, being by me duly sworn on her oath, deposes and makes proof to  
my satisfaction, that she is the Corporate Secretary of Prince  
Association for the Developmentally Disabled, Inc., the agency named in the  
within Instrument; that Willa Prince  
is the chief executive officer of said agency; that the execution,  
as well as the making of this Instrument, has been duly authorized by  
a proper resolution of the governing body of the said agency; that  
deponent well knows the seal of said agency; and that the seal affixed  
to said Instrument is the proper seal and was thereto affixed and said  
Instrument signed and delivered by said chief executive officer as and  
for the voluntary act and deed of said agency, in the presence of de-  
ponent, who thereupon subscribed her name thereto as attesting wit-  
ness.

Sworn to and subscribed before me,  
the date aforesaid.

Malik Majeed  
Prepared by: Malik Majeed, Esq.  
1 Cypress Lane  
Willingboro, NJ 08046

Return to  
SENTRY LAND TITLE AGENCY, INC  
208 WHITE HORSE PIKE, SUITE 8  
BARRINGTON, NJ 08007

MB7255 PG063

# LABEL PAGE

Recorded  
Apr 01 1998 01:03pm  
Burlington County Clerk

Receipt No : 97063  
Document No : 3174240 Type : MTG  
Recording Date : 04/01/98  
Logid : eccollin

SENIOR LAND TITLE AGENCY INC  
208 WHITE HORSE PIKE  
SUITE 8  
BARRINGTON, NJ 08007

MB7255 PG064



# RECORDING INFORMATION SHEET

50 RANCOCAS RD,  
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5421566

DOCUMENT TYPE:

MORTGAGE

Official Use Only

Document Charge Type MORTGAGE

Return Address (for recorded documents)

ADEPT PROGRAMS INC.  
PO BOX 708  
BROWNS MILLS NJ 08015

TIMOTHY D. TYLER  
BURLINGTON COUNTY

RECEIPT NUMBER  
8534136  
RECORDED ON  
November 14, 2018 8:56 AM

INSTRUMENT NUMBER  
5421566

BOOK: OR13362  
PAGE: 879

No. Of Pages (Excluding Recording Information and/or Summary Sheet)	8
Consideration Amount	\$157,197.13
Recording Fee	\$100.00
Realty Transfer Fee	\$0.00
Total Amount Paid	\$100.00
Municipality	EDGEWATER PARK TWP
Parcel Information	Block: 1002 Lot: 9
First Party Name	ADEPT PROGRAMS INC
Second Party Name	NEW JERSEY STATE OF DEPT HUMAN SERV

Additional Information (Official Use Only)



5421566

Ctrl Id: 5679058 Recording Clerk: kkondash

\*\*\*\*\* DO NOT REMOVE THIS PAGE. \*\*\*\*\*  
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD  
\*\*\*\*\* RETAIN THIS PAGE FOR FUTURE REFERENCE. \*\*\*\*\*



# Burlington County Document Summary Sheet

Tim Tyler  
Burlington County Clerk  
P.O. Box 6000  
50 RANOCAS RD, 3rd  
FLOOR  
MOUNT HOLLY, NJ  
08060-1317

## Return Name and Address

Adept Programs, Inc  
111 High Street, Mount Holly, NJ 08060

BURLINGTON COUNTY  
CLERK  
2018 NOV 13 PM 12:00  
RECEIVED

## Official Use Only

Submitting Company

S & H Abstract Company

Document Date (mm/dd/yyyy)

Document Type

Mortgage

No. of Pages of the Original Signed Document  
(Including the cover sheet)

Consideration Amount (If applicable)

\$157,197.13

**First Party**  
(Grantor or Mortgagor or  
Assignor)  
(Enter up to five names)

Name(s)

(Last Name, First Name Middle Initial, Suffix)  
(or Company Name as written)

Address (Optional)

ADEPT Programs, Inc.

**Second Party**  
(Grantor or Mortgagor or  
Assignor)  
(Enter up to five names)

Name(s)

(Last Name, First Name Middle Initial, Suffix)  
(or Company Name as written)

Address (Optional)

State of New Jersey Department of Human Services

**Parcel Information**  
(Enter up to three  
entries)

Municipality

Block

Lot

Qualifier

Property Address

Edgewater Park

1002

9

106 N Garden Blvd

**Reference  
Information**  
(Enter up to three  
entries)

Book Type

Book

Beginning  
Page

Instrument  
No.

Recorded/File Date

**\*DO NOT REMOVE THIS PAGE\***

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF BURLINGTON COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

**PURCHASE MONEY MORTGAGE**

MORTGAGE made this **27<sup>th</sup> day of August, 2018**, between the Mortgagor, **ADEPT Programs, Inc.** and the Mortgagee, the State of New Jersey, Department of Human Services, Address # 111 High Street, Mt Holly, NJ 08060 Address- PO Box 726, Trenton, NJ 08625 Trenton, New Jersey.

WHEREAS the Mortgagor is indebted to the Mortgagee in the sum of **One Hundred and Fifty-Seven Thousand One Hundred Ninety-Seven dollars and thirteen cents (\$157,197.13)**, which indebtedness is evidenced by a promissory note dated **August 27, 2018**;

THEREFORE, to secure the indebtedness of **\$157,197.13** lawful money of the United States, to be paid in accordance with the aforesaid agreement, the Mortgagor does hereby mortgage the following described property located in the **Township of Edgewater Park, County of Burlington, State of New Jersey**, and more particularly described in Exhibit A annexed hereto and made a part hereof, the aforesaid property being designed as

**Block 1002 ( ), Lot 9 ( ),**

on the tax map of said township, and having a street address of **106N Garden Blvd. Edgewater Park Twp., NJ 08010.**

Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid agreement of **August 27, 2018**, or upon no-fault termination of said agreement pursuant to Section 8.01 thereof, the entire amount of this mortgage shall, at the option of the Mortgagee, immediately become due and payable. Alternatively, upon Mortgagor default or upon no-fault termination of the agreement of **August 27, 2018** the Mortgagee may exercise other options as set forth in Section 5.02 of said agreement.

The Mortgagor agrees that if default shall be made in any term, provision, or requirement of the agreement of **August 27, 2018** the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of said mortgaged premises and to operate same in accordance with the aforesaid agreement.

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

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

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

**ADEPT Programs, Inc.**  
Agency Name (Mortgagor)

BY: Consuelo A. Harris L.S.  
Consuelo A. Harris, CEO

ATTEST:

[Signature]  
Secretary

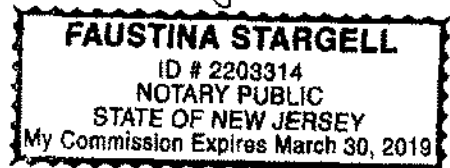
ANGEL M. COLON-RIVERA

State of New Jersey, County of Burlington ss.: Be it Remembered, that on 8/27 2018, before me, the subscriber, Angel M. Colon - Rivera personally appeared Angel M. Colon - Rivera who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Secretary of ADEPT. Programs, Inc., the agency named in the within Instrument; that Consuelo A. Harris is the chief executive officer of said agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the said agency; that deponent well knows the seal of said agency; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said chief executive officer as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn to and subscribed before me,  
the date aforesaid.

Faustina Stargell  
Prepared by:

[Signature]



**Exhibit A****METES AND BOUNDS**

**Property.** The property consists of the land and all the buildings and structures on the land in the Township of Edgewater Park, County of Burlington and State of New Jersey. The legal description is:

**BEING** known and designated as Lot 9, Block K, Section 1, Plan of Robinhood, dated August 15, 1955 and filed March 20, 1956 as Map No. #1308 in the Clerk's Office of Burlington County.

**BEGINNING** at a point on the Southeasterly Right-of-Way line of North Garden Boulevard (50 feet wide); said point being South 55 degrees 37 minutes 56 seconds West, a distance of 349.44 feet from the intersection of the said line of North Garden Boulevard with the Southwesterly Right-of-Way line of Laurel Road (50 feet wide); said point also being in the division line between Lots 9 and 10, said Block and Plan; thence

(1) Along the said Southeasterly line of North Garden Boulevard, South 55 degrees 37 minutes 56 seconds West, a distance of 75.00 feet to the point in the division line between Lots 8 and 9, said Block and Plan; thence

(2) Along said last mentioned dividing line, South 34 degrees 22 minutes 04 seconds East, a distance of 196.52 feet to a point in the division line between Lots 9 and 18, said Block and Plan; thence

(3) Along said last mentioned dividing line and partly along the dividing line between Lots 9 and 17, said Block and Plan, North 37 degrees 11 minutes 49 seconds East, a distance of 79.06 feet to a point in the dividing line between Lots 9 and 10, said Block and Plan; thence

(4) Along said division line, North 34 degrees 22 minutes 04 seconds West, a distance of 171.52 feet to the point and place of Beginning.

**BEING** Block 1002, Lot 9 on the Official Tax Map of the Township of Edgewater Park.

**SUBJECT TO** easements and restrictions of record.

**MORE COMMONLY KNOWN** as 106 N. Garden Boulevard, Edgewater Park, New Jersey 08010.



# SURVEY AFFIDAVIT OF NO CHANGE

STATE OF NEW JERSEY,

COUNTY OF BURLINGTON, SS:

says under oath:

1. **Representations.** If only one person signs this affidavit, the word "we" shall mean "I". The statements in this affidavit are true to the best of our knowledge, information and belief.
2. **Property.** We are the present owners of property located at 106 North Garden Boulevard, Edgewater Park Township, New Jersey 08010, also known as Block 1002, Lot 9 on the Tax Map of Edgewater Park Township, which we now sell to ADEPT Programs, Inc., 111 High Street, Mount Holly, New Jersey 08060.
3. **Survey.** We have examined the attached survey of this property dated March 14, 1998 made by Cleo E. McCall, APEX Surveys, 26 Menbrook Circle, Willingboro, New Jersey 08046.
4. **No Change.** The survey shows this property in its present condition. There have been no changes in the boundary lines of this property or in the buildings, fences or other improvements as shown on the survey. No buildings, fences or other improvements have been constructed on or next to this property since the date of the survey, except as follows:  
  
NONE
5. **Easements.** No other persons have any right to use this property, except for the rights of utility companies to use this property along the road or for the purpose of serving the property. No other persons have the rights of joint or separate use of any driveway, stairway, walk or path on or across the property.
6. **Reliance.** We are aware that the Lender and Title Insurer (if any) rely on our truthfulness and the statements made in this affidavit.

PRINCE ASSOCIATION FOR THE  
DEVELOPMENTALLY DISABLED, INC.

BY:

Willa Prince  
Willa Prince, Executive Director

Signed and sworn

before me on this 27 day

of August, 2018

Christina M. Caruso

CHRISTINA M. CARUSO  
Notary Public of New Jersey  
My Commission Expires Jan. 27, 2019

**TITLE AFFIDAVIT OF  
PRINCE ASSOCIATION FOR THE DEVELOPMENTALLY DISABLED, INC.,  
A New Jersey non-profit corporation**

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF BURLINGTON :

Willia Prince, Executive Director, Prince Association for the Developmentally Disabled, Inc.,  
being duly sworn and intending to be legally bound says the facts herein set forth are true and correct:

1. THAT I am the Owner/Executive Director of the Prince Association for the Developmentally Disabled, Inc., a non-profit corporation of the State of New Jersey, having a mailing address of 20 Twisting Lane, Willingboro, New Jersey 08046.
2. THAT I am fully familiar with the business of the Corporation. I am at least 18 years old, under no legal disability, and a citizen of the United States.
3. THAT the Corporation is the only owner of property located at 106 North Garden Boulevard, Edgewater Park, New Jersey 08010, New Jersey ("this property"). This property is to be SOLD by said Corporation to ADLPT PROGRAMS, INC., 111 High St, Mt Holly, New Jersey 08060. There is no question or contest (or pending contest) of our ownership or right to possession of this property of which we are aware.
4. THAT the Corporation has owned this property since March 25, 1998, the date of acquisition of title.
5. THAT the property is subject to the tenancies of individuals receiving care under contract with the New Jersey Division of Developmental Disabilities.
6. THAT there are no rights, claims, easements, mortgages, notes, judgments, liens, pending suits, or bankruptcies adversely affecting the Corporation and the said premises.
7. THAT no other person or entities not mentioned in this Affidavit have legal rights to this property, except the rights of utility companies to use this property along the road or for the purpose of serving this property.
8. THAT there are no agreements of sale of any nature outstanding executed by or on behalf of the owner of said premises other than the Agreement under the terms of which the conveyance in the present transaction is being made.
9. That the Corporation makes this Affidavit in order to induce the Buyer(s) or the Lender(s) to accept this Deed. It is aware that the Buyer(s), the Lender(s) and the Title Insurance Company may rely on the statements made in this Affidavit and on its truthfulness. We make this affidavit in order to induce the Buyer(s) to accept our deed. We are aware that the Buyer(s), their lender, and rely upon our truthfulness and the statements made in this affidavit.

Prince Association for the Developmentally  
Disabled, Inc., A New Jersey non-profit corporation

Willia Prince  
Willia Prince, Executive Director

Subscribed and sworn to before me  
this 27 day of August, 2018.

Christina M. Caruso

**CHRISTINA M. CARUSO**  
Notary Public of New Jersey  
My Commission Expires Jan. 27, 2019

PRINCE ASSOCIATION FOR THE  
DEVELOPMENTALLY DISABLED, INC.

BY: Willa Prince  
Willa Prince  
Executive Director

STATE OF NEW JERSEY

SS:

COUNTY OF BURLINGTON

I certify that on August 27, 2018, Willa Prince, Executive Director of the Prince Association for the Developmentally Disabled, Inc. came before me and acknowledged under oath, to my satisfaction, that:

- (a) she is the Executive Director of Prince Association for the Developmentally Disabled, Inc. the proper corporate officer of the Corporation named in this Resolution,
- (b) she is the maker of this instrument,
- (c) the execution as well as the making of this instrument is within the purview of the Executive Director's authority as there is no longer an active Board at Prince Association for the Developmentally Disabled, Inc.
- (d) she executed this instrument as the act of the entity named in the instrument
- (e) this Resolution was signed by the Corporation as its voluntary act;
- (f) this proof is signed to attest to the truth of these facts.

Sworn and Subscribed

before me this 27 day  
of August, 2018.

Christina M. Caruso

CHRISTINA M. CARUSO  
Notary Public of New Jersey  
My Commission Expires Jan. 27, 2019

**Department of Community Affairs  
Local Planning Services  
Supportive and Special Needs Housing Survey**

Municipality: Edgewater Park County: Burlington

Sponsor: ADEPT Programs, Inc. Developer: \_\_\_\_\_

Block: 1002 Lot: 9 Street Address: 106 N. Garden Blvd

Facility Name: ~~1002~~ Garden Group Home

<p><b>Section 1: Type of Facility:</b></p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (<b>not eligible</b> for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p><b>Section 2: Sources and amount of funding committed to the project :</b></p> <p>Capital Application Funding Unit \$ _____</p> <p>HMFA Special Needs Housing Trust Fund \$ _____</p> <p>Balanced Housing – Amount \$ _____</p> <p>HUD – Amount \$ _____ Program _____</p> <p>Federal Home Loan Bank – Amount \$ _____</p> <p>Farmers Home Administration – Amount \$ _____</p> <p>Development fees – Amount \$ _____</p> <p>Bank financing – Amount \$ _____</p> <p>Other – Please specify: _____</p> <p>For proposed projects, please submit a pro forma Municipal resolution to commit funding, if applicable</p> <p>Award letter/financing commitment (proposed new construction projects only)</p>
<p><b>Section 3: For all facilities other than permanent supportive housing:</b></p> <p>Total # of bedrooms reserved for: _____</p> <p>Very low-income clients/households <u>4</u></p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p><b>Section 4: For permanent supportive housing:</b></p> <p>Total # of units _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p><b>Section 5:</b></p> <p>Length of Controls: <u>20</u> years</p> <p>Effective Date of Controls: <u>2/9/98</u></p> <p>Expiration Date of Controls: <u>2/9/18 Renewal</u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p><b>Section 6:</b></p> <p><input type="checkbox"/> CO Date: ____/____/____</p> <p>For licensed facilities, indicate licensing agency:</p> <p style="text-align: center;"> <input checked="" type="radio"/> DDD    <input type="radio"/> DMHS    <input type="radio"/> DHSS    <input type="radio"/> DCA    <input type="radio"/> DCF         </p> <p>Other _____</p> <p>Initial License Date: <u>7/6/98</u></p> <p>Current License Date: ____/____/____</p>
<p><b>Section 7:</b></p> <p>Has the project received project-based rental assistance? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Length of commitment: _____</p> <p>Other operating subsidy sources: _____ ; Length of commitment: _____</p>	

Subcode)? \_\_\_ Yes \_\_\_ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☒ DDD/DMHS/DHSS waiting list  
☐ Affirmative Marketing Plan approved by the Council's Executive Director

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief.

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

Project Administrator

8/15/24  
Date

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

Municipal Housing Liaison

\_\_\_\_\_  
Date

~~Section 9:~~

Section 9: ✓ Residents are all 18yrs old ✓  
✓ No age limit



## THE AFFORDABLE HOMES GROUP

· The Salt & Light Company, Inc.

· Home Start, Inc.

· Homes of Hope

· Delta Real Estate

· Transitional Housing Services, Inc., dba People First!

OFFICE: 1841 Burlington-Mt. Holly Rd • Westampton, NJ 08060  
(609) 261-4571 • Fax (609) 261-2147 • [www.affordablehomesgroup.com](http://www.affordablehomesgroup.com)

November 16, 2016

### Certification

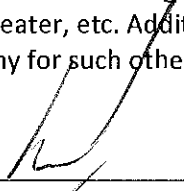
This is to certify that The Salt and Light Company, Inc., owner of the two properties at 275 Green Street, in the Arbor Green Condominiums, Edgewater Park, NJ, known more specifically as Unit 4J-2 (Block 502.1, Lot 1, Qualifier C4J02) and Unit 5N-2 (Block 502.1, Lot 1, Qualifier C5N02) agrees that the two units shall be restricted to occupancy by persons with a household income that satisfies the State of New Jersey affordable housing standards for a period of 50 years.

One unit shall be restricted to a low-income person / household and one shall be restricted to a very-low-income person / household as defined by State law as follows:

Unit 4J-2 shall be reserved for occupancy by a very-low income household (at or below 30% of area median income); and

Unit 5N-2 shall be reserved for occupancy by a low income household (at or below 50% of area median income).

Salt and Light Company, Inc. understands that in the future it may need additional support from the Township or other available private, county, state or federal sources to keep the interior maintenance at acceptable HUD Housing Quality Standards as well as State of New Jersey affordable housing standards. Subject to the availability of affordable housing development fee trust funds and subject to a supplemental agreement between Salt and Light Company and the Township, the Township may provide future funding for unit upgrades, ex: kitchen, bathroom, heating, central air conditioning, hot water heater, etc. Additionally, the Township agrees to support any funding application by Salt and Light Company for such other private, county, state or federal sources.

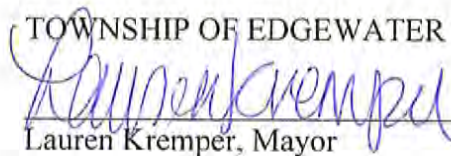
  
\_\_\_\_\_  
Kent R. Pipes, President  
[kent@affordablehomesgroup.com](mailto:kent@affordablehomesgroup.com)




**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2017-163**

***RESOLUTION AUTHORIZING MANDATORY DEED RESTRICTION FOR RENTAL  
PROJECTS BETWEEN THE TOWNSHIP OF EDGEWATER PARK AND THE SALT &  
LIGHT COMPANY, INC. FOR THE AFFORDABLE HOUSING PROGRAM***

**BE IT RESOLVED**, by the Township Committee of the Township of Edgewater Park, in Burlington County, New Jersey that Mandatory Deed Restrictions for Rental Projects Between the Township of Edgewater Park and the Salt & Light Company, Inc. for the Affordable Housing Program is hereby approved, and the Mayor and Clerk are authorized to sign said First Amendment.

TOWNSHIP OF EDGEWATER PARK  
  
Lauren Krempfer, Mayor

I certify that the foregoing Resolution No. 2017-163 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on October 17, 2017.

  
Colleen A. Treusch, RMC  
Municipal Clerk

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mr. Amutah	✓				2nd
Ms. Belgard	✓				
Mr. Johnson	✓				
Mr. Trainor	✓				
Mayor Krempfer	✓				1st

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY  
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To Rental Property  
With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 17 day of October, 2018, by and between the Township of Edgewater Park (the "Municipality"), with offices at 400 Delanco Road, Edgewater Park, NJ 08010, and Salt and Light Company, Inc. a New Jersey Corporation having offices at 1841 Burlington-Mount Holly Road, Westampton, NJ 08060 the developer/sponsor (the "Owner") of a residential very-low and low-income rental project (the "Project").

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the municipality of Edgewater Park, County of Burlington, State of New Jersey, and described more specifically as Block No. 502.1, Lot No. 1, Qualifier C4J02 and C5N02 (only), and known by the street address of:

Unit 4J2, Arbor Green Condominium, 275 Green Street, Edgewater Park, NJ  
Unit 5N2, Arbor Green Condominium, 275 Green Street, Edgewater Park, NJ

Unit 4J2 is designated as a very-low income unit.

Unit 5N2 is designated as a low-income unit.

No other units in Arbor Green Condominium are affected by this Deed Restriction.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), commencing upon the date hereof and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each of the two restricted units identified in Article 2 shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, each restricted unit must remain subject to the requirements of this subchapter for a period of at least fifty (50) years.

- A. Sale and use of the Property are governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for very-low or low-income households as designated in Article 2 respectively, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by Salt and Light Company, Inc. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Municipality.
- D. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

#### Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of very-low and low-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Owner has executed this Deed Restriction as of the date first above written.

The Salt & Light Company, Inc.

*Sonya T. Stackpole*  
Sonya T. Stackpole, Assistant Secretary

BY: Kent R. Pipes  
Kent R. Pipes, President

Colleen Treusch  
Linda Dougherty, Clerk  
Colleen Treusch

BY: Michael Trainer  
Michael Trainer, Mayor  
Lauren Krempner

10/17/17  
Date

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF BURLINGTON )

(f) at the same time subscribed her/his name to said Agreement as an attesting witness to the execution thereof.

Sonya T. Stackpole, Assistant Secretary

Signed and Sworn To Before Me  
This 6th Day of December, 2016.

Rebecca P. Ellis

Notary Public

State of New Jersey

My Commission Expires 9/29/2018



BE IT REMEMBERED that on October 27, 2017, before me the subscriber, a Notary Public or Attorney-at-Law of the State of New Jersey, personally appeared Linda M. Dougherty, who being by me duly sworn on her oath does depose and make proof to my satisfaction that:

- (a) she is the Township Clerk of the Township of Edgewater Park, the municipality named in the foregoing deed description;
- (b) she well knows the corporate seal of said corporation;
- (c) the seal affixed to said Agreement is the seal of said corporation;
- (d) said seal was so affixed and the said Agreement signed and delivered by Michael Trainor, who at the date thereof was the Mayor of said Township, in the presence of this deponent;
- (e) said Mayor at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed of said municipal corporation by virtue of authority from its governing body; and
- (f) at the same time subscribed her name to said Agreement as an attesting witness to the execution thereof.

Colleen Treusch  
Linda M. Dougherty, Township Clerk  
Colleen A. Treusch

Signed and Sworn To Before Me  
This 17<sup>th</sup> of ~~December, 2017~~  
October, 2017

Fallon Bures

**Fallon E Bures**  
**Notary Public**  
**New Jersey**  
**My Commission Expires 9-7-2022**  
**No. 50067625**

EDGEWATER PARK TOWNSHIP

400 Delanco Road, Edgewater Park, NJ 08010

P-609-877-2217 F-609-877-2308

CERTIFICATE OF OCCUPANCY APPLICATION REPORT

SELLER OR OWNER

NAME: The Salt & Light Co.  
 ADDRESS: 1841 Burlington - Mt. Holly Rd.  
 CITY: Westampton STATE: NJ ZIP CODE: 08060  
 TELEPHONE NUMBER: (609) 261-4571

PROPERTY LOCATION TO BE INSPECTED: 275 Arbor Green - Unit 4J2  
 BLOCK: 002.01 LOT: 1 QUALIFIER: \_\_\_\_\_

NAME OF BUYER OR TENANT: Jennifer Still Telephone Number 609-505-6365  
 OWNER OF RECORD OR LESSEE FOR RENTAL: N/A

PETS: DOGS/CATS/OTHER \_\_\_\_\_

NAME AND DATE OF BIRTH OF SCHOOL AGE OCCUPANTS:

NAME: Jennifer Still (suf.) DATE OF BIRTH: 4-30-1972  
 NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
 NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_  
 NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

NAMES OF ALL OTHER OCCUPANTS: \_\_\_\_\_

TYPE OF INSPECTION REQUESTED

☒ ANNUAL RENTAL LICENSING (APT/CONDO/HOUSE)  
☐ RESALE INSPECTION  
☐ RENTAL/RESALE RE-INSPECTION

FEE: \$35.00  
 FEE: \$75.00  
 FEE: \$25.00

DATE TENANT VACATED PREMISES OR SETTLEMENT DATE: \_\_\_\_\_

**\*\*A Blue Recycling Cart MUST be present on the premises at time of inspection and shall remain on the property and shall NOT be removed from the premises.**

TOWNSHIP OFFICIAL USE ONLY

DATE SUBMITTED 3-29-16  
 INSPECTION DATE 3-31-16  
 INSPECTION TIME 9:30  
 CHECK/RECEIPT # 10719

REINSPECTION \_\_\_\_\_



# Township Of Edgewater Park

## Department of Code Enforcement

400 Delanco Road Edgewater Park NJ 08010

### LICENSE

License Number: 5100605 License valid: 03/31/2016 To: 04/01/2018 ANNUAL RENTAL

Number of  
Occupants

Block: 502.01

Lot: 1

Qual: C4J02 Fee Paid \$ : 0

No. of Licensed  
Rooms :

Balcony/Deck  
Occupancy:

Premises to be Licensed: 275 ARBOR GREEN 4J2 EDGEWATER PARK

Licensee: SALT & LIGHT COMPANY

Address: 275 GREEN STREET 4J2

Agent:

EDGEWATER PARK NJ 8010

TO SUBLET IS A VIOLATION OF SECTION 13-1.13K. CHANGES IN PERSONS OCCUPYING PREMISES REQUIRES  
OWNER/AGENT TO AMEND LIST OF OCCUPANTS. TO REMOVE THIS LICENSE VIOLATES CHAPTER XIII,  
SECTION 13-2.6(2) HOUSING CODE, Township Of Edgewater Park, AND IS PUNISHABLE BY A FINE UP TO \$500.00  
OR NINETY DAYS IN JAIL.

ALL REQUIREMENTS HAVE BEEN MET BY THE OWNER OR HIS AGENT. THIS LICENSE IS ISSUED AND IS VALID ONLY  
FOR THE TIME SHOWN ABOVE.

### THE FOLLOWING TENANTS ARE LICENSED FOR OCCUPANCY

#1: JENNIFER SILL	#2: _____	#3: _____
#4: _____	#5: _____	#6: _____
#7: _____	#8: _____	#9: _____
#10: _____	#11: _____	#12: _____

EACH AND EVERY PERSON LISTED ABOVE IS FULLY AND EQUALLY RESPONSIBLE FOR THE PREMISES DURING ALL  
PERIODS THE LICENSE IS VALID.

ALL VIOLATIONS PERTAINING TO ABOVE MENTIONED PROPERTY WILL BE ISSUED TO THE #1 PERSON NAMED ABOVE.

Date Issued: 3.31.16 Authorized By: Kevin P. Johnson Title: Planning Inspector



# Inspection Checklist

Owner: SALT & LIGHT COMPANY  
Site Address: 275 ARBOR GREEN 4J2  
Block/Lot/Qual: 502.01/1/C4J02

Inspection: ANNUAL RENTAL - First Inspection  
Inspector: Steven Bagge  
Req. Dt: 03/31/2016

Result: *Pass*  
Ref. No.: 1007939  
Inspection Date: 3-31-16

Notes:

Inspection Type	Result	Notes
EXTERIOR		
Exterior walls	/	
House numbers	/	
Grass and weeds	/	
Accessory structures maintained - detached garages, fence	/	
Driveways and sidewalks	/	
Footings and foundations	/	
Railings on landings or porches	/	
Roof	/	
Rain gutters in good repair	/	
No broken, missing or cracked glass	P	
Window and door glass properly glazed (putty)	P	
Stairways, porches and balconies	P	
Double key dead bolt lock on main door not permitted	P	
Swimming pool fences	/	
Swimming pools - no stagnant water	/	
All utilities must be on at time of inspection	P	
Smoke detector on each level	P	
Peeling paint, cracked or loose plaster, decayed wood, etc.	P	
Premises must be free of insect infestation	P	
Every window shall be capable of being easily opened and closed	P	
A carbon monoxide detector is required on all rental units	P	
ABC FIRE EXTINGUISHERS MUST BE MOUNTED	P	
RECYCLING BUCKET ON PREMISES/REPLACEMENT	P	
RECYCLING CART MUST BE ON PREMISES/REPLACEMENT	/	
Additional Notes		
Additional Notes		



# Inspection Checklist

Owner: SALT & LIGHT COMPANY  
Site Address: 275 ARBOR GREEN 4J2  
Block/Lot/Qual: 502.01/1/C4J02

Inspection: ANNUAL RENTAL - First Inspection  
Inspector: Steven Bagge  
Req. Dt: 03/31/2016

Result: *Pass*  
Ref. No.: 1007939  
Inspection Date: 3.31.16

Inspection Type	Result	Notes
<b>ELECTRICAL</b>		
All electric must be free of hazards. Electrical certification required		
No extension cords		
No exposed tape electrical connections - must be approved		
All electrical outlets, switches and junction boxes must be properly installed		
Lighting fixtures secured properly to the house		
Every room shall contain at least 2 outlets. Bathrooms shall contain at least 1 outlet		
<b>PLUMBING</b>		
Plumbing fixtures may not have leaks. Plumbing certification required		
All drains shall be free of holes or leaks and lines not connected to sewer		
Water lines, spigots and valves free of leaks and in proper working order		
Toilets must flush properly		
Bathtub and shower areas must be water tight (tiles and caulking)		
Heat must be supplied to habitable rooms. Heating certification required		

THIS POSTPONEMENT is made on the 19th day of December 2005

BETWEEN the Mortgage Holder, the State of New Jersey, Department of Community Affairs, EMERGENCY SHELTER SUPPORT PROGRAM (hereinafter referred to as the "Lender"), having its principal office at 101 South Broad Street, Trenton, New Jersey 08625-0806.

AND the New Lender, The Community Preservation Corporation having its principal office located at 75 Montgomery Street, 5<sup>th</sup> floor, Jersey City, New Jersey.

**Present Mortgage.** Lender is the holder of a Mortgage referred to as the "Present Mortgage." The Present Mortgage is dated May 17, 1999 and was made by The Salt and Light Company, Inc., a New Jersey Corporation, to the State of New Jersey, Department of Community Affairs, Emergency Shelter Support Program. The Present Mortgage was recorded on June 15<sup>th</sup> 1999, in the Burlington County Recorder of Deeds Office in Mortgage Book 7572, at Page 860. The Lender also holds a Mortgage Note that is secured by the Present Mortgage. The Present Mortgage covers property located at 1 Ridge View, Willingboro; 140 Alden Avenue, Roeboling; 275 Green Street, Unit 4J-5 (Arbor Green Condominiums, Edgewater Park; 322 Borden Street, Bordentown; 717 W. Second Street, Florence and 929 Rigg Road, Burlington, Burlington County, New Jersey, and more particularly described on Schedule A attached hereto (the "Project"). The original amount of the Mortgage Note, which was secured by the Present Mortgage, was \$370,000.00. 314,700

526,000 **New Mortgage.** The New Lender is about to make a First Mortgage on the Project in the sum of \$1,387,648.00, which will be secured by a mortgage covering the Project, the same property as the Present Mortgage, referred to as the "New Mortgage."

**Postponement.** The Present Mortgage and all amendments thereto, whenever made, will be subject, subordinate and inferior in priority to the New Mortgage and all amendments thereto, whenever made. This includes all renewals and extensions of the New Mortgage. The Lender has received good and valuable consideration for making this Postponement, and the Lender desires to grant this Postponement to induce the New Lender to make the loan secured by the New Mortgage.

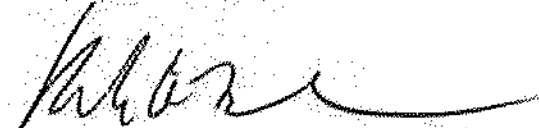
**Continuing Effect.** This Postponement changes only the priority of the Present Mortgage. The Present Mortgage remains in effect in all other respects.

**Who is Bound.** This Postponement is binding upon the Lender and all who succeed to the Lender's rights as holder of the Present Mortgage.

**Signatures.** The Lender agrees to this Postponement. This Postponement has been duly executed by the Lender on the date first above written.

In the presence of:

State of New Jersey Department of Community Affairs  
Emergency Shelter Support Program

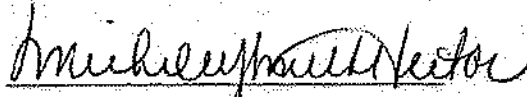
By:   
Name: Richard A. Montemore  
Title: Administrator

Hereunto Duly Authorized

Sub by E-mail  
5/4/06

**STATE OF NEW JERSEY, COUNTY OF MERCER: SS**

**BE IT REMEMBERED**, that on this 19th day of December 2005, before me, the subscriber, a Administrator of the State of New Jersey, personally appeared Richard A. Montemore, who, being duly sworn on his oath, acknowledges and makes proof to my satisfaction, that he/she is the Administrator in the State of New Jersey, Department of Community Affairs, Division of Housing Production, the Lender named in the within Instrument, that the execution as well as the making of this Instrument has been duly authorized by said Lender as for the voluntary act and deed of the said Lender, in the presence of deponent, who thereupon subscribed his name thereto.



**MICHELE Y. SMITH-HECTOR**

Notary Public of New Jersey

Commission Expires 10/20/2010

**RECORD AND RETURN TO:**

Department of Community Affairs  
Division of Housing Production  
Emergency Shelter Support Program  
101 South Broad Street, 5<sup>th</sup> floor - POB 806  
Trenton, New Jersey 08625-0806



**Council on Affordable Housing (COAH)  
Alternative Living Arrangement Survey**

Municipality: Township of Edgewater Park

County: Burlington

Sponsor: The Salt and Light Company, Inc.

Developer: \_\_\_\_\_

Block: 502.01 Lot: 1 Q: C4J05

Street Address: 275 Green Street, Unit 4J5

Facility Name: \_\_\_\_\_

**Type of Facility:**

- ☐ Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- ☐ Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- ☐ Transitional facility for the homeless
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- ☐ Congregate living arrangement

☒ Other - Please Specify: Emergency Shelter for the homeless

# of bedrooms occupied by low-income residents 1

# of bedrooms occupied by moderate-income residents 1

Separate bedrooms? ☒ Yes ☐ No

Affordability Controls? ☐ Yes ☒ No

Length of Controls: 10 years than 1999 2009

Effective Date of Controls: 5/17/1999

Expiration Date of Controls: 5/17/2009

Average Length of Stay: 6 months (transitional facilities only)

The following verification is attached:

- ☐ Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- ☐ Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- ☐ Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? ☒ Yes ☐ No (Head of Household)

Population Served (describe):

Homeless families ex

Single adults

For proposed new construction projects only:

Sources of funding committed to the project (check all that apply):

- ☐ Capital funding from State - Amount \$ \_\_\_\_\_
- ☐ Balanced Housing - Amount \$ \_\_\_\_\_
- ☐ HUD - Amount \$ \_\_\_\_\_
- ☐ Federal Home Loan Bank - Amount \$ \_\_\_\_\_
- ☐ Farmers Home Administration - Amount \$ \_\_\_\_\_
- ☐ Development fees - Amount \$ \_\_\_\_\_
- ☐ Bank financing - Amount \$ \_\_\_\_\_
- ☐ Other - Please specify: \_\_\_\_\_

Are funding sources sufficient to complete project?

☐ Yes ☐ No

Residents qualify as low or moderate income? Yes

☒ Yes ☐ No

☐ CO Date:    /   /   

Indicate licensing agency:

☐ DDD ☐ DMHS ☐ DHSS ☐ DCA

Initial License Date: 5/17/1999

Current License Date:    /   /



Affirmative Marketing Strategy (check all that apply):

☐ DDD/DMHS/DHS/DCA waiting list

☐ Other (please specify): \_\_\_\_\_

**CERTIFICATIONS**

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by:

Kent R. Pipes  
Project Administrator

Kent R. Pipes

President, Salt Light  
Co. (owner)

9/4/06

Date

Certified by:

Municipal Housing Liaison

Date

EDGEWATER PARK TOWNSHIP  
400 Delanco Road, Edgewater Park NJ 08010 P- 609-877-2217 F-609-877-2308  
CERTIFICATE OF OCCUPANCY APPLICATION REPORT

DATE OF CERTIFICATE OF OCCUPANCY APPLICATION:

1/6/16

**SELLER OR OWNER**

NAME: The Salt & Light Co.

ADDRESS: 1841 Burlington - Mt. Holly Rd.

CITY: Westampton STATE: NJ ZIP CODE: 08060

TELEPHONE NUMBER: (609) 261-4571

PROPERTY LOCATION: 275 Shelm St. Apt 5N2

BLOCK: 502.01 LOT: 1 QUALIFIER: C4305

**NAME OF BUYER OR TENANT**

OWNER OF RECORD OR LESSEE FOR RENTAL

TELEPHONE NUMBER: ( )

Pets: Dogs/Cats/Other

N/A

NAME AND DATE OF BIRTH OF SCHOOL AGE OCCUPANTS :

(IF ADDITIONAL SPACE IS REQUIRED PLEASE ATTACH OCCUPANT INFORMATION TO THIS APPLICATION)

NAME:	DATE OF BIRTH
NAME:	DATE OF BIRTH
NAME:	DATE OF BIRTH
NAME:	DATE OF BIRTH

**TYPE OF INSPECTION REQUESTED**

<input checked="" type="checkbox"/>	ANNUAL RENTAL LICENSING (APT/CONDO/HOUSE)	FEE: \$35.00
<input type="checkbox"/>	RESALE INSPECTION	FEE: \$75.00
<input type="checkbox"/>	RENTAL/RESALE RE-INSPECTION	FEE: \$25.00

**LANDLORD / RENTAL MANAGER**

DATE TENANT VACATED PREMISES OR SETTLEMENT DATE

PLEASE FAX TO (609) 877-2308 IMMEDIATELY UPON VACANCY OF ABOVE TENANT/OWNER

\*A Yellow Recycling Bucket and a Blue Recycling Cart must be present on the premises at time of inspection.

Replacement Cost: A Yellow Bucket ---- \$17.50 Blue Cart ---- \$54.00

**TOWNSHIP OFFICIAL USE ONLY**

DATE SUBMITTED  
INSPECTION DATE  
INSPECTION TIME  
CHECK/RECEIPT #

1-14-16  
1-21-16  
10:00am  
10542

REINSPECTION


# Township Of Edgewater Park

## Department of Code Enforcement

400 Delanco Road Edgewater Park NJ 08010

### LICENSE

License Number: 1005889 License valid: 01/21/2016 To: 04/01/2018 ANNUAL RENTAL

Number of  
Occupants

Block: 502.01 Lot: 1 Qual: C4J05 Fee Paid \$: 0

No. of Licensed  
Rooms :

Balcony/Deck  
Occupancy:

Premises to be Licensed: 275 ARBOR GREEN 4J5 EDGEWATER PARK

Licensee: THE SALT & LIGHT COMPANY, I Address: P O BOX 249

Agent: MT HOLLY NJ 8060

TO SUBLET IS A VIOLATION OF SECTION 13-1,15k. CHANGES IN PERSONS OCCUPYING PREMISES REQUIRES  
OWNER/AGENT TO AMEND LIST OF OCCUPANTS. TO REMOVE THIS LICENSE VIOLATES CHAPTER XIII,  
SECTION 13-2.6(2) HOUSING CODE, Township Of Edgewater Park, AND IS PUNISHABLE BY A FINE UP TO \$500.00,  
OR NINETY DAYS IN JAIL.

ALL REQUIREMENTS HAVE BEEN MET BY THE OWNER OR HIS AGENT. THIS LICENSE IS ISSUED AND IS VALID ONLY  
FOR THE TIME SHOWN ABOVE.

### THE FOLLOWING TENANTS ARE LICENSED FOR OCCUPANCY

#1: _____	#2: _____	#3: _____
#4: _____	#5: _____	#6: _____
#7: _____	#8: _____	#9: _____
#10: _____	#11: _____	#12: _____

EACH AND EVERY PERSON LISTED ABOVE IS FULLY AND EQUALLY RESPONSIBLE FOR THE PREMISES DURING ALL  
PERIODS THE LICENSE IS VALID.

ALL VIOLATIONS PERTAINING TO ABOVE MENTIONED PROPERTY WILL BE ISSUED TO THE #1 PERSON NAMED ABOVE.

Date Issued: 1/21/16 Authorized By: S. B. Gage Title: Housing Inspector



# Inspection Checklist

Owner: THE SALT & LIGHT COMPANY, INC

Inspection: ANNUAL RENTAL - First Inspection

Result: *Pass*

Site Address: 275 ARBOR GREEN 4J5

Inspector: Steven Bagge

Ref. No.: 1005889

Block/Lot/Qual: 502.01/1/C4J05

Req. Dt: 01/21/2016

Inspection Date: *1/21/16*

Notes:

Inspection Type	Result	Notes
RECYCLING BUCKET ON PREMISES/REPLACEMENT		
RECYCLING CART MUST BE ON PREMISES/REPLACEMENT	<i>P</i>	
Additional Notes		
Additional Notes		
<b>ELECTRICAL</b>		
All electric must be free of hazards. Electrical certification required	<i>P</i>	
No extension cords	<i>P</i>	
No exposed tape electrical connections - must be approved	<i>P</i>	
All electrical outlets, switches and junction boxes must be properly installed	<i>P</i>	
Lighting fixtures secured properly to the house	<i>P</i>	
Every room shall contain at least 2 outlets. Bathrooms shall contain at least 3 outlets	<i>P</i>	
<b>PLUMBING</b>		
Plumbing fixtures may not have leaks. Plumbing certification required	<i>P</i>	
All drains shall be free of holes or leaks and lines not connected to sewer	<i>P</i>	
Water lines, spigots and valves free of leaks and in proper working order	<i>P</i>	
Toilets must flush properly	<i>P</i>	
Bathtub and shower areas must be water tight (tiles and grout)	<i>P</i>	
Heat must be supplied to habitable rooms. Heating certification required	<i>P</i>	



# Inspection Checklist

Owner: THE SALT & LIGHT COMPANY, INC

Inspection: ANNUAL RENTAL - First Inspection

Result: *Pass*

Site Address: 275 ARBOR GREEN 4J5

Inspector: Steven Bagge

Ref. No.: 1005889

Block/Lot/Qual: 502.01/1/C4J05

Req. Dt: 01/21/2016

Inspection Date: *1/21/16*

Notes:

## Inspection Type

## Result

## Notes

### EXTERIOR

Exterior walls

P

House numbers

P

Grass and weeds

P

Accessory structures maintained - detached garages, fence

P

Driveways and sidewalks

P

Footings and foundations

P

Railings on landings or porches

P

Roof

P

Rain gutters in good repair

P

No broken, missing or cracked glass

P

Window and door glass properly glazed (putty)

P

Stairways, porches and balconies

P

Double key dead bolt lock on main door not permitted

P

Swimming pool fences

P

Swimming pools - no stagnant water

P

All utilities must be on at time of inspection

P

Smoke detector on each level

P

Peeling paint, cracked or loose plaster, decayed wood, etc

P

Premises must be free of insect infestation

P

Every window shall be capable of being easily opened and closed

P

A carbon monoxide detector is required on all rental units

P

ABC FIRE EXTINGUISHERS MUST BE MOUNTED

P

# RECORDING INFORMATION SHEET

50 RANCOCAS RD,  
MT. HOLLY, NJ08060

INSTRUMENT NUMBER:

5697023

DOCUMENT TYPE:

DISCHARGE OF MORTGAGE

Official Use Only

Document Charge Type DISCHARGE OF MORTGAGE

Return Address (for recorded documents)

SOUTH JERSEY SETTLEMENT AGENCY  
1459 SOUTH DELSEA DRIVE  
VINELAND NJ 08360

JOANNE SCHWARTZ  
BURLINGTON COUNTY

RECEIPT NUMBER

8819952

RECORDED ON

October 19, 2021 9:26 AM

INSTRUMENT NUMBER

5697023

BOOK: OR13570

PAGE: 588

No. Of Pages

(Excluding Recording Information and/or Summary Sheet)

4

Consideration Amount

\$0.00

Recording Fee

\$75.00

Realty Transfer Fee

\$0.00

Total Amount Paid

\$75.00

Municipality

WILLINGBORO TWP

Parcel Information

Block: 502.01

Lot: 1

First Party Name

SALT & LIGHT CO INC

Second Party Name

COMMUNITY PRESERVATION CORP

Additional Information (Official Use Only)



5697023

Ctrl Id: 6039732 Recording Clerk: jfantauzzi

\*\*\*\*\* DO NOT REMOVE THIS PAGE. \*\*\*\*\*  
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD  
\*\*\*\*\* RETAIN THIS PAGE FOR FUTURE REFERENCE. \*\*\*\*\*





**Burlington County  
Document Summary Sheet**

JOANNE SCHWARTZ  
BURLINGTON COUNTY CLERK  
P.O. BOX 6000  
50 RANOCAS RD, 3rd FLOOR  
MOUNT HOLLY, NJ  
08060-1317

**Return Name and Address**  
South Jersey Settlement Agency  
1459 South Delsea Drive  
Vineland NJ 08360

BURLINGTON COUNTY  
CLERK

2021 SEP 17 AM 9:30

RECEIVED

Official Use Only

2021 OCT -7 AM 9:09

BURLINGTON COUNTY  
CLERK

<b>Submitting Company</b>		<b>South Jersey Settlement Agency</b>			
<b>Document Date (mm/dd/yyyy)</b>		<b>09/08/2021</b>			
<b>Document Type</b>		<b>Discharge of Mortgage</b>			
<b>No. of Pages of the Original Signed Document (Including the cover sheet)</b>		<b>4</b>			
<b>Consideration Amount (If applicable)</b>					
<b>First Party</b> (Grantor or Mortgagor or Assignor) (Enter up to five names)	<b>Name(s)</b> (Last Name First Name Middle Initial Suffix) (or Company Name as written)	<b>Address (Optional)</b>			
	The Salt and Light Company Inc				
<b>Second Party</b> (Grantee or Mortgagee or Assignee) (Enter up to five names)	<b>Name(s)</b> (Last Name First Name Middle Initial Suffix) (or Company Name as written)	<b>Address (Optional)</b>			
	The Community Preservation Corporation				
<b>Parcel Information</b> (Enter up to three entries)	<b>Municipality</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Property Address</b>
	Township of Willingboro	310	10		36 Pheasant Lane
<b>Reference Information</b> (Enter up to three entries)	<b>Book Type</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>
		11023	127		06/28/2006

\*DO NOT REMOVE THIS PAGE.

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF BURLINGTON COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

Discharge of Mortgage

THIS IS TO CERTIFY that a certain

Mortgage, Assignment of Leases and Rents and Security Agreement dated May 30, 2006 in the original principal amount of \$1,526,000.000 made by The Salt and Light Company, Inc. to The Community Preservation Corporation, recorded in the Office of the Camden County Clerk on April 26, 2007 in File No. 2007043713 and recorded in the Office of the Burlington County Clerk on June 28, 2006 in MB 11023 Page 127;

Which mortgage has not been assigned of record and is Paid or otherwise Satisfied and Discharged and may be discharged of record.

Covering premises known as and by the addresses attached in Schedule A.

8th In Witness Whereof, this Discharge of Mortgage has been signed and sealed this day of September, 2021.

The Community Preservation Corporation

By: Carolyn Au

Name: Carolyn Au

Title: EVP

STATE OF NEW YORK

COUNTY OF New York

SS:

I CERTIFY that on September 8, 2021, personally came before me Carolyn Au and this person acknowledged under oath, to my satisfaction, that:

- (1) this person is a EVP of The Community Preservation Corporation, the corporation named in this document;
- (2) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (3) this person knows the proper seal of the corporation which was affixed to this document;
- (4) this person executed the document as the act of the entity named in the document.

JESSICA A UNDERWOOD  
Notary Public - State of New York  
Reg. No. 010N6368801  
Qualified in Richmond County  
Commission Expires December 18, 2021

Jessica A Underwood  
Notary Public

**Schedule A – Mortgaged Premises**

<u>Address</u>	<u>Township</u>	<u>County</u>	<u>Block</u>	<u>Lot</u>
1 Ridgeview Place	Willingboro	Burlington	901	18
35 Clubhouse Drive	Willingboro	Burlington	408	22
36 Pheasant Lane	Willingboro	Burlington	310	10
145 Millbrook Drive	Willingboro	Burlington	213	17
38 White Street	Mt. Holly	Burlington	81	9
44 Mt. Holly Avenue	Mt. Holly	Burlington	58	16
54 Church Street	Mt. Holly	Burlington	84	23
56 Church Street	Mt. Holly	Burlington	84	22
87 Mill Street	Mt. Holly	Burlington	51	35
119 Rancocas Road	Mt. Holly	Burlington	19	18.02
132 Levis Drive	Mt. Holly	Burlington	12.04	17
139 Joseph Plazce	Mt. Holly	Burlington	12.07	57
143 Shreve Street	Mt. Holly	Burlington	115	40
120 Grant Street	Mt. Holly	Burlington	21.05	19
150 Grant Street	Mt. Holly	Burlington	41.01	36
152 Grant Street	Mt. Holly	Burlington	41.01	37
215 Levis Drive	Mt. Holly	Burlington	12.05	18
223 Levis Drive	Mt. Holly	Burlington	12.05	20
279 Levis Drive	Mt. Holly	Burlington	12.05	57
365 S. Martin Avenue	Mt. Holly	Burlington	12.03	42
392 S. Martin Avenue	Mt. Holly	Burlington	12.04	87
94-96 Rancocas Road	Mt. Holly	Burlington	45	3 and 4
4A Read Street	Mt. Holly	Burlington	76	6
167 Phillips Avenue	Browns Mills	Burlington	217	11-14
169 Golf Club Street	Browns Mills	Burlington	394	9-12
312 Dennis Street	Browns Mills	Burlington	234	44-47
526 Pardee Boulevard	Browns Mills	Burlington	28	45-49
140 Alden	Roehling	Burlington	118	8
275 Green Street	Edgewater Park	Burlington	502.01	1C4J05
327 Bordon Street	Bordentown City	Burlington	504	14
	Pembertown Twp	Burlington	667	8
717 W. Second Street	Florence	Burlington	16	10
929 Rigg Road	Burlington City	Burlington	251	6
1142 Collings Avenue	Camden	Camden	719	61
1144 Collings Avenue	Camden	Camden	719	62

---

DISCHARGE OF MORTGAGE

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THE COMMUNITY PRESERVATION CORPORATION

Dated: September \_\_\_\_, 2021

Premises:

Address, Block & Lot: See attached Schedule A

Counties: Burlington  
Camden

---

Please Record and Return to:  
The Salt & Light Company, Inc.  
1841 Burlington-Mt. Holly Road  
Westhampton, NJ 08060

**EXHIBIT H – FOX RUN CREDITING DOCUMENTATION**



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 8217  
Permit #: 20160514

Home Warranty No:  
Type of Warranty Plan:

☐ State ☐ Private

Use Group:

R-5

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

NEW BLDG. BEETHOVEN COAH

Work Site Location: 26 BENFORD LANE

Block: 1202 Lot: 4.63 Qual:

EDGEWATER PARK, NJ 08010

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVRINC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No./ Bldrs. Reg.No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

Update Desc. of Wk/Use:

## ☒ [X] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## ☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## ☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## ☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work.

☐ Partial or limited time period(\_\_\_\_ years); see file

## ☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## ☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Cedric L. Minter 7/2/19  
Cedric L. Minter Construction Official





Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 8218  
Permit #: 20160515

Home Warranty No:

Type of Warranty Plan: ☐ State ☐ Private

Use Group:

R-5

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp. Date:

Description of Work/Use:

NEW BLDG. BEETHOVEN COAH

Update Desc. of Work/Use:

Block: 1202 Lot: 4.62 Quali:

Work Site Location: 28 BENFORD LANE

EDGEWATER PARK NJ

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. TIA RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No./Bldrs. Reg.No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

## ☒ X ☐ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## ☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## ☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## ☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period (\_\_\_\_ years); see file

## ☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## ☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until:

*Cedric L. Minter*  
Cedric L. Minter Construction Official

Fees: \$50.00

Paid/ X [Check No.: 975081

Collected by: kac



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

Block: 1202 Lot: 461 Qual:

Work Site Location: 30 BENFORD LANE

EDGEWATER PARK NJ

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No./ Bldgs. Reg. No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

# ☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

# ☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

# ☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a Temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## **CERTIFICATE IDENTIFICATION**

Date Issued: 07/09/2019  
Control #: 8223  
Permit #: 20160516

Home Warranty No:

Type of Warranty Plan:

Use Group:

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp. Date:

Description of Work/Use:

NEW BLDG. BEETHOVEN COAH

Update Desc. of Work/Use:

# ☐ **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5-17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period (\_\_\_\_ years); see file

# ☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

# ☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

Fees: \$50.00

Paid/ X Check No.: 975081

Collected by: kae

*Cedric L. Minter* 7/21/19  
Cedric L. Minter Construction Official





Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 8224  
Permit #: 20160517

Home Warranty No:  
Type of Warranty Plan:

☐ State ☒ Private  
R-5

Use Group:

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

NEW BLDG. BEETHOVEN COAH

Block: 1202 Lot: 4.60 Qual:

Work Site Location: 32 BENFORD LANE

EDGEWATER PARK NJ

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No./ Bldgs. Reg. No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

## ☒ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## ☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## ☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## ☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work.

☐ Partial or limited time period \_\_\_\_\_ years; see file

## ☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## ☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

*Cedric L. Minter* 7/2/19

Cedric L. Minter Construction Official

U.C.C. 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees: \$50.00

Paid ☒ Check No.: 975081

Collected by: kae



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

Block: 1202 Lot: 4.59 Quali:

Work Site Location: 34 BENFORD LANE

EDGEWATER PARK NJ

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No./ Bldgs. Reg. No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

# ☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

# ☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

# ☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

# **CERTIFICATE IDENTIFICATION**

Home Warranty No:

Type of Warranty Plan:

Use Group:

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp. Date:

Description of Work/Use:

NEW BLDG. BEETHOVEN COAH

Update Desc. of Work/Use:

# ☐ **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period( ) years(, see file

# ☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

# ☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

*Cedric L. Minter* 7/21/19  
Cedric L. Minter Construction Official

Fees: \$50.00

Paid/ X Check No.: 975081

Collected by: kae





Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 8226  
Permit #: 20160519

Home Warranty No:  
Type of Warranty Plan:

☐ State ☒ Private

Use Group:

R-5

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp. Date:

Description of Work/Use:

NEW BLDG. BEETHOVEN COAH

Work Site Location: 36 BENFORD LANE

EDGEWATER PARK NJ

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD

VOORHEES NJ 08043

Telephone: 856-679-4738

Agent/Contractor: NVR INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856-679-4738

Lic. No. / Bldgs. Reg. No.: 028372

Federal Emp. No.: 54-1394360

Social Security No.:

## [ X ] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## [ ] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## [ ] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## [ ] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period (\_\_\_\_ years); see file

## [ ] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## [ ] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

*Cedric L. Minler* 7/21/19  
Cedric L. Minler Construction Official

Fees: \$50.00

Paid/ X Check No.: 975081

Collected by: lac



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

## CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 8227  
Permit #: 20160520

Home Warranty No:  
Type of Warranty Plan:

☐ State ☐ Private

Use Group:

R-5

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

NEW BLDG. BEETHOVEN COAH

Block: 1202 Lot: 4.57 Qual:

Work Site Location: 38 BENFORD LANE

EDGEWATER PARK NJ

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No./ Bldrs. Reg No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.: \_\_\_\_\_

Update Desc. of Wk/Use:

### ☒ [X] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

### ☐ [ ] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

### ☐ [ ] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

### ☐ [ ] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT S:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ [ ] Total removal of lead-based paint hazards in scope of work

☐ [ ] Partial or limited time period \_\_\_\_\_ year(s); see file

### ☐ [ ] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

### ☐ [ ] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

*Colin L. Minter*  
Colin L. Minter Construction Official

Fees: \$50.00

Printed X Check No.: 975081

Collected by: kae





Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

## CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 8228  
Permit #: 20160521

Home Warranty No:  
Type of Warranty Plan:

☐ State ☐ Private

Use Group:

R-5

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp. Date:

Description of Work/Use:

NEW BLDG. BEETHOVEN COAH

Block: 1202 Lot: 4, 56

Qual:

Work Site Location: 40 BENFORD LANE

EDGEWATER PARK NJ

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD

VOORHEES NJ 08043

Telephone: 856-679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856-679-4738

Lic. No. / Bldrs. Reg. No.: 028372 Federal Emp. No.: 54-1394369

Social Security No.:

Update Desc. of Work/Use:

### ☒ [ X ] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

### ☐ [ ] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

### ☐ [ ] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

### ☐ [ ] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ [ ] Total removal of lead-based paint hazards in scope of work

☐ [ ] Partial or limited time period (\_\_\_\_ years); see file

### ☐ [ ] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

### ☐ [ ] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until:

*Cedric L. Minier*  
Cedric L. Minier Construction Official

Fees: \$50.00

Paid/ X Check No.: 975081

Collected by: kas



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/19/2019  
Control #: 8795  
Permit #: 20170083

Home Warranty No:

Type of Warranty Plan:

Use Group:

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

COAH NEW BUILDING

Qual:

Lot: 28

Block: 1202.10

Work Site Location: 63 BENFORD LANE

EDGEWATER PARK

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD, STE 201

VOORHEES NJ 08043

Telephone: 856-679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD, SUITE 201

VOORHEES NJ 08043

Telephone: 856-679-4738

\*Lic. No./ Bldgs. Reg. No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

Update Desc. of Work/Use:

## ☒ X ☐ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## ☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## ☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## ☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period ( ) years; see file

## ☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## ☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until:

Fees: \$50.00

Paid/ X Check No.: 133099

Collected by: FB

*Cedric L. Miner* 7/12/19

Cedric L. Miner Construction Official

U.C.C 260 (rev. 3/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR





Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

Block: 1202.10 Lot: 27 Qual: \_\_\_\_\_  
Work Site Location: 65 BENFORD LANE  
EDGEWATER PARK  
Owner in Fee: RYAN HOMES  
Address: 1020 LAUREL OAK ROAD, STE 201  
VOORHEES NJ 08043  
Telephone: 856-679-4738  
Agent/Contractor: NVR, INC. T/A RYAN HOMES  
Address: 1020 LAUREL OAK RD., SUITE 201  
VOORHEES NJ 08043  
Telephone: 856-679-4738  
Lic. No./ Bldgs. Reg. No.: 628372 Federal Emp. No.: 54-1394360  
Social Security No.: \_\_\_\_\_

# ☐ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

# ☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

# ☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

*Cedric L. Muller* 7/21/19  
Cedric L. Muller Construction Official

# **CERTIFICATE IDENTIFICATION**

Home Warranty No.: \_\_\_\_\_  
Type of Warranty Plan: ☐ State ☒ Private  
Use Group: R-5  
Maximum Live Load: \_\_\_\_\_  
Construction Classification: \_\_\_\_\_  
Maximum Occupancy Load: \_\_\_\_\_  
Certificate Exp. Date: \_\_\_\_\_  
Description of Work/Use: COAH NEW BUILDING  
Update Desc. of Work/Use: \_\_\_\_\_

# ☐ **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

- ☐ Total removal of lead-based paint hazards in scope of work
- ☐ Partial or limited time period (\_\_\_\_ years); see file

# ☒ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

# ☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Fees: \$50.00

Paid ☒ X Check No.: 131099

Collected by: FB



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

## CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Contract #: 8797  
Permit #: 20170385

Home Warranty No:  
Type of Warranty Plan:

☐ State ☐ Private

Use Group:

R-5

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

COAH NEW BUILDING

Block: 1202.10 Lot: 26

Qual:

Work Site Location: 67 BENFORD LANE

EDGEWATER PARK

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD, STE 201

VOORHIES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC, T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHIES NJ 08043

Telephone: 856 679-4738

Lic. No./ Bids. Reg. No.: 028372 Federal Emp. No.: 34-1394360

Social Security No.:

Update Desc. of Work/Use:

### ☒ X ☐ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

### ☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

### ☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

### ☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period: \_\_\_\_\_ years; see file

### ☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

### ☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until:

*Cedric L. Minter*  
Cedric L. Minter Construction Official

Fees: \$50.00

Paid ☒ X Check No.: 1330999

Collected by: FB





Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 8798  
Permit #: 20170386

Home Warranty No:  
Type of Warranty Plan:

Block: 1202.10 Lot: 25 Qual:

Work Site Location: 69 BENFORD LANE

Use Group: R-5

EDGEWATER PARK

Maximum Live Load:

Owner in Fee: RYAN HOMES

Conservation Classification:

Address: 1020 LAUREL OAK ROAD, STE 201

Maximum Occupancy Load:

VOORHEES NJ 08043

Certificate Exp Date:

Description of Work/Use:

COCH NEW BUILDING

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No./ Bldgs. Reg. No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

Update Desc. of Wk/Use:

## ☒ ☐ CERTIFICATE OF OCCUPANCY

## ☐ ☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period: \_\_\_\_\_ years; see file

## ☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## ☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## ☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate:

## ☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until:

*Cedric L. Minter* 7/21/19  
Cedric L. Minter Construction Official

Fees: \$50.00

Paid: ☒ Check No.: 133699

Collected by: FB



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 8799  
Permit #: 20170387

Home Warranty No:  
Type of Warranty Plan:

☐ State ☐ Private

Use Group:

R-5

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

COAH NEW BUILDING

Block: 1202.10 Lot: 24 Qual:

Work Site Location: 71 BENFORD LANE

EDGEWATER PARK

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD, STE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No./ Bldgs. Reg. No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

Update Desc. of WK/Use:

## ☒ X ☐ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## ☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## ☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## ☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT S:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period ( ) years; see file

## ☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## ☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

*Cedric L. Minter* 7/21/19  
Cedric L. Minter Construction Official

U.C.C. 260 (rev. 5/03)

1 - APPLICANT 2 - OFFICE 3 - TAX ASSESSOR

Fees: \$50.00

Paid/ X Check No.: 133099

Collected by: FB





Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 8300  
Permit #: 20170383

Home Warranty No.  
Type of Warranty Plan:

☐ State ☒ Private

Use Group:

R-5

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp. Date:

Description of Work/Use:

COAH NEW BUILDING

Block: 1202.10 Lot: 23 Qual:

Work Site Location: 73 BENFORD LANE

EDGEWATER PARK

Owner in Fee RYAN HOMES

Address: 1020 LAUREL OAK ROAD, STE 201

VOORHEES NJ 08043

Telephone: 856-679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856-679-4738

Lic. No./ Bldrs. Reg. No.: 028372 Federal Emp. No.: 34-1394360

Social Security No.:

Update Desc. of Work/Use:

## ☒ X ☐ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## ☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## ☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## ☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period( ) years); see file

## ☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## ☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

*Cedric L. Minter* 7/24/19  
Cedric L. Minter Construction Official

Fees: \$50.00

Paid ☒ X Check No.: 133099

Collected by: FH



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 8891  
Permit #: 20170389

Home Warranty No:

Type of Warranty Plan:

Use Group:

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

COAH NEW BUILDING

Qual:

Block: 1202.10 Lot: 22

Work Site Location:

75 BENFORD LANE

EDGEWATER PARK

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD, STE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No./ Bldrs. Reg.No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

Update Desc. of Work/Use:

## [ X ] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## [ ] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## [ ] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## [ ] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work

[ ] Partial or limited time period (\_\_\_\_ years); see file

## [ ] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## [ ] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until:

*Cedric L. Minter*  
Cedric L. Minter Construction Official

Fees: \$50.00

Paid [ X ] Check No.: 133099

Collected by: FB





Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# **CERTIFICATE IDENTIFICATION**

Date Issued: 07/09/2019  
Control #: 8892  
Permit #: 20170390

Home Warranty No:

Type of Warranty Plan:

Use Group:

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

LOAH NEW BUILDING

Block: 1202.10 Lot: 21 Quad:

Work Site Location:

77 BENFORD LANE

EDGEWATER PARK

Owner in Fee: RYAN HOMES

Address: 1020 LAUREL OAK ROAD, STE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No./ Bldrs. Reg. No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

Update Desc. of Wk/Use:

## **[ X ] CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## **[ ] CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## **[ ] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## **[ ] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT S:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

[ ] Total removal of lead-based paint hazards in scope of work

[ ] Partial or limited time period: \_\_\_\_\_ years; see file

## **[ ] CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## **[ ] CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until:

*Cedric L. Minter* 7/21/19

Cedric L. Minter Construction Official

Fees: \$50.00

Paid [ X ] Check No.: 133099

Collected by: FB



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

Block: 1202.10 Lot: 12 Qual:

Work Site Location:

127 BENFORD LANE

EDGEWATER PARK

Owner in Fee: NVR/RYAN HOMES

Address: 1020 LAUREL OAK ROAD, SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

I.L.C. No./Bldrs. Reg. No.: 028372 Federal Emp. No.: 34-1394360

Social Security No.:

# ☒ **CERTIFICATE OF OCCUPANCY**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## ☐ **CERTIFICATE OF APPROVAL**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## ☐ **TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE**

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

# **CERTIFICATE IDENTIFICATION**

Home Warranty No:

Type of Warranty Plan:

Use Group:

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

NEW COAH BUILDING.

Update Desc. of Work/Use:

## ☐ **CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period (\_\_\_\_ years); see file

## ☐ **CERTIFICATE OF CONTINUED OCCUPANCY**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## ☐ **CERTIFICATE OF COMPLIANCE**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

*Cedric L. Minter* 7/21/19

Cedric L. Minter Construction Official

Fees: \$0.00

Paid ☒ Check No.: 159606

Collected by: FB

Date Issued: 07/09/2019  
Control #: 9053  
Permit #: 20170553

☐ State ☐ Private

R-5





Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 9054  
Permit #: 20170554

Home Warranty No:

Type of Warranty Plan:

Use Group:

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp Date:

Description of Work/Use:

NEW COAH BUILDING

Block: 1202.10 Lot: 11 Qual:

Work Site Location: 129 BENFORD LANE

EDGEWATER PARK

Owner in Fee: NVR/RYAN HOMES

Address: 1020 LAUREL OAK ROAD, SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No./ Bids. Reg. No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

## ☒ X ☐ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## ☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## ☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## ☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT S:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period (\_\_\_\_ years); see file

## ☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## ☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until:

*Cedric L. Minor* 7/20/19  
Cedric L. Minor Construction Official

Fees: \$0.00

Page X Check No.: 159606

Collected by: FB



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 9055  
Permit #: 20170555

Home Warranty No.:

Type of Warranty Plan:

Use Group:

Maximum Live Load:

Construction Classification:

Maximum Occupancy Load:

Certificate Exp. Date:

Description of Work/Use:

NEW COAH BUILDING

☐ State ☐ Private

R-5

Block: 1202.10 Lot: 10

Qual:

Work Site Location: 131 BENFORD LANE

EDGEWATER PARK

Owner in Fee: NVR/RYAN HOMES

Address: 1020 LAUREL OAK ROAD, SUITE 201

VOORHEES NJ 08043

Telephone: 856-679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856-679-4738

Lic. No./ B/Mrs. Reg.No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.:

Update Desc. of Wk/Use:

## ☒ [X] CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## ☐ [ ] CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## ☐ [ ] TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than or will be subject to fine or order to vacate:

## ☐ [ ] CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ [ ] Total removal of lead-based paint hazards in scope of work

☐ [ ] Partial or limited time period(\_\_\_\_ years); see file

## ☐ [ ] CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## ☐ [ ] CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

*Cedric L. Minter* 7/21/19

Cedric L. Minter Construction Official

Fees: \$0.00

Paid ☒ [X] Check No.: 159606

Collected by: FB





Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010-2400  
609-8772217

# CERTIFICATE IDENTIFICATION

Date Issued: 07/09/2019  
Control #: 9056  
Permit #: 20170556

Home Warranty No. \_\_\_\_\_

Type of Warranty Plan: ☐ State ☒ Private

Use Group: R-3

Maximum Live Load: \_\_\_\_\_

Construction Classification: \_\_\_\_\_

Maximum Occupancy Load: \_\_\_\_\_

Certificate Exp. Date: \_\_\_\_\_

Description of Work/Use:

NEW COAH BUILDING

Block: 1202.10 Lot: 9 Quad: \_\_\_\_\_

Work Site Location: 133 BENFORD LANE

EDGEWATER PARK

Owner in Fee: NVR/RYAN HOMES

Address: 1020 LAUREL OAK ROAD, SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Agent/Contractor: NVR/INC. T/A RYAN HOMES

Address: 1020 LAUREL OAK RD., SUITE 201

VOORHEES NJ 08043

Telephone: 856 679-4738

Lic. No. / Bldgs. Reg. No.: 028372 Federal Emp. No.: 54-1394360

Social Security No.: \_\_\_\_\_

Update Desc. of Wk/Use: \_\_\_\_\_

## ☒ CERTIFICATE OF OCCUPANCY

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

## ☐ CERTIFICATE OF APPROVAL

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

## ☐ TEMPORARY CERTIFICATE OF OCCUPANCY/COMPLIANCE

If this is a temporary Certificate of Occupancy or Compliance, the following conditions must be met no later than \_\_\_\_\_ or will be subject to fine or order to vacate.

## ☐ CERTIFICATE OF CLEARANCE-LEAD ABATEMENT 5:17

This serves notice that based on written certification, lead abatement was performed as per NJAC 5:17, to the following extent:

☐ Total removal of lead-based paint hazards in scope of work

☐ Partial or limited time period(\_\_\_\_\_) years; see file

## ☐ CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

## ☐ CERTIFICATE OF COMPLIANCE

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until \_\_\_\_\_

Fees: \$0.00

Paid ☒ X Check No.: 159406

Collected by: FB

*Cedric L. Minter* 7/12/19

Cedric L. Minter Construction Official

**RECORDING INFORMATION SHEET**50 RANCOCAS RD,  
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5297661

DOCUMENT TYPE:

DEED

Official Use Only

Document Charge Type DEED - NEW CONSTRUCTION

Return Address (for recorded documents)

LEGACY TITLE AGENCY  
185 WEST WHITE HORSE PIKE 2ND FLOOR  
BERLIN NJ 08009TIMOTHY D. TYLER  
BURLINGTON COUNTY

RECEIPT NUMBER

8404564

RECORDED ON

May 04, 2017 10:59 AM

INSTRUMENT NUMBER

5297661

BOOK: OR13275

PAGE: 888

No. Of Pages

(Excluding Recording Information and/or Summary Sheet)

7

Consideration Amount

\$80,000.00

Recording Fee

\$100.00

Realty Transfer Fee

\$320.00

Total Amount Paid

\$420.00

Municipality

EDGEWATER PARK TWP

Parcel Information

Block: 1202

Lot: 4.56

First Party Name

NVR INC

Second Party Name

Additional Information (Official Use Only)



5297661

Ctrl Id: 5513855 Recording Clerk: jparish

\*\*\*\*\* DO NOT REMOVE THIS PAGE. \*\*\*\*\*

COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD

\*\*\*\*\* RETAIN THIS PAGE FOR FUTURE REFERENCE. \*\*\*\*\*



7

BURLINGTON COUNTY  
CLERK

Prepared By: E. Allen Nickerson, Esquire  
175 W. White Horse Pike, Berlin, NJ 08009  
Phone (856) 768-5103  
Signature no longer required N.J.S.A.46:26A-3

2017 MAY -3 AM 10: 58

RECEIVED

APPENDIX A

MANDATORY DEED FORM FOR OWNERSHIP UNITS

Deed  
NEW CONSTRUCTION

RECEIVED

2017 APR 19 P 12: 31

BURLINGTON COUNTY  
CLERK

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To State Regulated Property  
With Covenants Restricting Conveyance  
And Mortgage Debt

THIS DEED is made on this the 17 day of April, 2017 by and between NVR, INC., A VIRGINIA CORPORATION D/B/A RYAN HOMES,(Grantor) and [REDACTED] whose address is about to be 40 BENFORD LANE, EDGEWATER PARK, NEW JERSEY 08010 (Grantee).

Article 1. Consideration and Conveyance

In return for payment to the Grantor by the Grantee of Eighty Thousand Dollars (\$80,000.00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee all of the land and improvements thereon as is more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of EDGEWATER PARK TOWNSHIP, County of BURLINGTON, State of New Jersey, and described more specifically as Block No. 1202 Lot No. 4.56, and known by the street address:

40 BENFORD LANE, EDGEWATER PARK, NJ 08010

Article 3. Grantor's Covenant

The Grantor hereby covenants and affirms that Grantor has taken no action to encumber the Property.

RECORD & RETURN TO:  
LEGACY TITLE AGENCY, LLC  
185 W. WHITE HORSE PIKE, BERLIN, NJ 08009  
Agent File No. LT 92104

## ***Legal Description***

All that certain tract or parcel of land and premises situate in the Township of Edgewater Park, County of Burlington, and the State of New Jersey, and is more particularly described according to a survey made by James A. Sassano, PLS, License No. 35401 of James Sassano Associates, Inc., dated March 28, 2017, as follows:

Being known as Block 1202, Lot 4.56 as shown on Final Major Subdivision Plan Phase I, Block 1202, Lot 4.01, filed in the Burlington County Clerk's Office on 10/6/14 as Map #5092261.

**For Information Purposes Only:** Being Block 1202, Lot 4.56, on the Tax Map of the Township of Edgewater Park, County of Burlington, State of New Jersey, and more commonly known as 40 Benford Lane, Edgewater Park, NJ 08010.

Under and Subject to Declaration of Covenants and Restrictions for Fox Run as contained in Deed Book 13188, page 5263.

Under and Subject to Declaration of Covenants, Conditions and Restrictions implementing Affordable Housing Controls on State regulated property, Deed-Restricted Affordable Housing Unit with restrictions on resale and refinancing sent to be recorded.



Article 4.

Affordable Housing Covenants

Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Regulations"). Consistent with the Regulations, the following covenants (the "Covenants") shall run with the land for the period of time commencing upon the earlier of (a) the date hereof or (b) the prior commencement of the "Control Period", as that term is defined in the Regulations, and terminating upon the expiration of the Control Period as provided in the Regulations.

In accordance with N.J.A.C. 5:80-26.5, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years;

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by The Township of Edgewater Park or Piazza & Associates, Inc., an administrative agent appointed under the Regulations (hereinafter, collectively, the "Administrative Agent").
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price ("Maximum Resale Price", or "MRP") as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, "Debt") secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in F, below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.
- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.
- H. The affordable housing covenants, declarations and restrictions implemented by this Declaration and by incorporation, N.J.A.C. 5:80-26.1 *et seq.*, shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to the Affordable Unit so long as the



Affordable Unit remains subject to the affordability controls being implemented by this Declaration.

**Article 5. Remedies for Breach of Affordable Housing Covenants**

A breach of the Covenants will cause irreparable harm to the Administrative Agent and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

**EXECUTION BY GRANTOR**

Signed by the Grantor on the date hereof. If the Grantor is a corporation, this Deed is signed by a corporate officer who has authority to (a) convey all interests of the corporation that are conveyed by this Deed, and (b) to bind the corporation with respect to all matters dealt with herein.

**NVR, INC.**, a Virginia corporation,  
d/b/a Ryan Homes

Signed, sealed and delivered in  
the presence of or attested by:

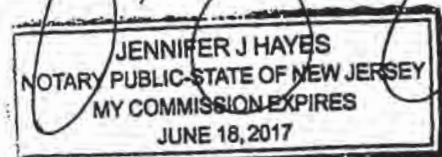
  
By: Dylan Sinclair Vice President

STATE OF NEW JERSEY

COUNTY OF Camden<sup>§:</sup>

I CERTIFY that on April 17, 2017, DYLAN SINCLAIR personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he signed, sealed and delivered the attached DEED as APPOINTED VICE PRESIDENT by Incumbency Certificate dated February 10, 2017, of NVR, INC., A CORPORATION OF THE STATE OF VIRGINIA, DOING BUSINESS IN NEW JERSEY AS RYAN HOMES, the corporation named in this Deed;
- (b) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) he knows the proper seal of the corporation which was affixed to this Deed;
- (d) the full and actual consideration paid or to be paid for the transfer of title as defined by N.J.S.A.46:15-5, is \$80,000.00.





STATE OF NEW JERSEY  
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1988, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY

Burlington

SS. County Municipal Code  
0312

FOR RECORDER'S USE ONLY

Consideration \$  
RTF paid by seller \$  
Date By

MUNICIPALITY OF PROPERTY LOCATION Edgewater Park Township

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Dylan Sinclair, being duly sworn according to law upon his/her oath,  
(Name)  
deposes and says that he/she is the Vice President in a deed dated 4-17-17 transferring  
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 1202 Lot number 4.56 located at  
40 Benford Lane, Edgewater Park NJ 08010 and annexed thereto.  
(Street Address, Town)

(2) CONSIDERATION \$30,000.00 (Instructions #1 and #5 on reverse side) ☒ No prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:  
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. \* (Instruction #9 on reverse side for A or B)  
B. BLIND PERSON Grantor(s) ☐ legally blind or; \*  
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.  
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

\*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.  
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- ☒ Entirely new improvement. ☒ Not previously occupied.  
☒ Not previously used for any purpose. ☒ NEW CONSTRUCTION\* printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.  
☐ No contributions to capital by either grantor or grantee legal entity.  
☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me  
this 17 day of April, 2017

Signature of Deponent

Dylan Sinclair  
1020 Laurel Oak Rd, Suite 200  
Voorhees NJ 08043

NVR, Inc., d/b/a Ryan Homes  
Grantor Name

1020 Laurel Oak Rd, Suite 200  
Voorhees NJ 08043

Deponent Address

Grantor Address at Time of Sale

XXX-XXX- 930

Legacy Title Agency, LLC

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer



FOR OFFICIAL USE ONLY

Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY

PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:

[www.state.nj.us/treasury/taxation/pt/localtax.htm](http://www.state.nj.us/treasury/taxation/pt/localtax.htm)





State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

GIT/REP-3  
(9-2015)

(Please Print or Type)

**SELLER'S INFORMATION**

Name(s)

NVR Inc., a Virginia Corporation doing business in New Jersey as Ryan Homes, by Dylan Sinclair, Vice President

Current Street Address

1020 Laurel Oak Rd, Suite 200

City, Town, Post Office Box

Voorhees

State

NJ

Zip Code

08043

**PROPERTY INFORMATION**

Block(s)

1202

Lot(s)

4.56

Qualifier

Street Address

40 Benford Lane

City, Town, Post Office Box

Edgewater Park

State

NJ

Zip Code

08010

Seller's Percentage of Ownership

100%

Total Consideration

\$80,000.00

Owner's Share of Consideration

\$80,000.00

Closing Date

4-17-17

**SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)**

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☒ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.  
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

**SELLER'S DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

4-17-17

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact



APPENDIX J

FORM OF CERTIFICATE FOR APPLICANTS CERTIFIED TO OWNERSHIP  
UNIT, REQUIRED BY SECTION 5:80-26.18(c)(2)

CERTIFICATE FOR APPLICANT  
CERTIFIED TO AN OWNERSHIP UNIT SUBJECT TO  
AFFORDABLE HOUSING RESTRICTIONS

My name is [REDACTED] and I am making this certificate in connection with my certification to purchase 40 BENFORD LANE, EDGEWATER PARK, NJ, a home provided under the New Jersey Affordable Housing Program.

I am aware, as the purchaser of an Affordable Home, that for a period of at least 30 years from this date April 17, 2017 I have to follow the rules and requirements that are listed below:

1. I am allowed to sell my home only to a person or a family who is part of the Affordable Housing Program, and who has been certified, like I have been, in writing by The Township of Edgewater Park or Piazza & Associates, Inc., the Administrative Agent for Affordable Housing for the Township. hereafter collectively referred to as "The Administrative Agent".
2. The price for which I can sell my house is limited by law, and may be much less than the sale prices of other homes similar to mine, but which are not part of the Affordable Housing Program.
3. I cannot take out any loans of any kind secured by my house (a "mortgage loan") unless my plans to get the loan are approved by The Administrative Agent before I sign any loan papers. The total amount of mortgage loans I am allowed to have is limited by law.



4. I know that I am required to live in my house, and that I cannot rent it out to any other person, not even to members of my family. If I have a temporary need to move away that is not my fault, such as if my employer is temporarily sending me to a work place a great distance from my home, or if I am being called up for military service, I should call The Administrative Agent and ask for a "temporary waiver" of this rule. It is up to The Administrative Agent whether I get a temporary waiver.
5. I know that I am not allowed to make any improvements to my home unless they have been approved in writing by The Administrative Agent.
6. I understand that I may have to pay for the cost of certifying a buyer for my home at the time I sell it.
7. Finally, I know that I break any of these rules I will be breaking the law, and that I will be subject to penalties provided by law, including having to pay fines and possibly losing my home.

[REDACTED]

BE IT REMEMBERED, that on this the 17 day of April, 2017 the signer of this Certificate [REDACTED] appeared personally before me and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Purchaser of the Affordable home that is identified as said Purchaser in the foregoing Certificate, and (ii) and that he/she has executed said Certificate with respect to the purchase of the property described in the Certificate and for the purposes described and set forth therein.

Sworn to and subscribed before me, 4-17-2017 on the date set forth above.

[Signature]

NOTARY PUBLIC



APPENDIX N

FORM OF RECAPTURE MORTGAGE NOTE IN FAVOR OF MUNICIPALITY, REQUIRED  
BY SECTION 5:80-26.5(c)

State of New Jersey  
Department of Community Affairs  
Housing and Mortgage Finance Agency

TOWNSHIP OF EDGEWATER PARK

Recapture Mortgage Note

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

In Connection With Payment of Amounts Due  
Upon First Non-Exempt Sale  
After Expiration of Control Period

THIS NOTE is dated as of April 17, 2017 For value received, [REDACTED] (referred to "Owner"), promises to pay to TOWNSHIP OF EDGEWATER PARK, which has its principal offices at 400 Delanco Road, Edgewater Park, New Jersey 08010 (the "Municipality"), the amounts specified in this Note and promises to abide by the terms contained below.

Article 1. REPAYMENT MORTGAGE

As security for the payment of amounts due under this Note and the performance of all promises contained in this Note, the Owner is giving the Municipality a "Repayment Mortgage To Secure Payment of Amounts Due Upon First Non-Exempt Sale After Expiration of Control Period" (the "MORTGAGE"), dated April 17, 2017, of the property described below (the "PROPERTY"). The Mortgage covers real estate owned by the Owner. The Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price (MRP) that would be applicable were the Control Period still in effect, as those terms are defined in Article 2 of the Mortgage.



Article 2. OWNERS PROMISE TO PAY AND OTHER TERMS

Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of \$88,000.00 to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

All of the land and improvements thereon located in the municipality of EDGEWATER PARK in the County of BURLINGTON, State of New Jersey, described more specifically as BLOCK NO. 1202 LOT NO. 4.56, and known by the street address:

40 BENFORD LANE  
EDGEWATER PARK, NEW JERSEY 08010

Article 4. WAIVER OF FORMAL ACTS

The Owner waives its right to require the Municipality to do any of the following before enforcing its rights under this Note:

1. To demand payment of amount due (known as Presentment).
2. To give notice that amounts due have not been paid (known as Notice of Dishonor).
3. To obtain an official certificate of non-payment (known as Protest).

Article 5. RESPONSIBILITY UNDER NOTE

All Owners signing this Note are jointly and individually obligated to pay the amounts due and to abide by the terms under this Note. The Municipality may enforce this Note against any one or more of the Owners or against all Owners together.

The Owner agrees to the terms of this Note by signing below.

ACKNOWLEDGEMENT

Owner acknowledges receipt of a true copy of the Mortgage and this Note at no charge.

Dated: 4-17-2017

ATTEST:

By:


A large black rectangular redaction box covering the signature area, with a smaller redaction box below it.

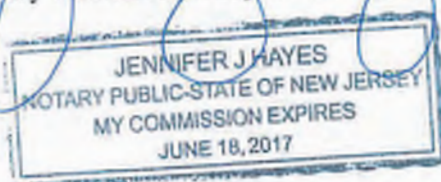
STATE OF NEW JERSEY )  
COUNTY OF Burlington )

ss.:

On this the 17 day of April, 2017 before me came [REDACTED], who acknowledges and makes proof to my satisfaction that she is the Owner named within this Note, and that she has executed said Note for the purposes set forth therein, sworn to and subscribed by her in my presence on this date.

Sworn to and subscribed before me this the 17 day of April, 2017.

  
A Notary Public/Attorney of the State of New Jersey



# RECORDING INFORMATION SHEET

50 RANCOCAS RD,  
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5297663

DOCUMENT TYPE:

MORTGAGE

Official Use Only

TIMOTHY D. TYLER  
BURLINGTON COUNTY

RECEIPT NUMBER  
8404564  
RECORDED ON  
May 04, 2017 10:59 AM

INSTRUMENT NUMBER  
5297663

BOOK: OR13275  
PAGE: 909

Document Charge Type MORTGAGE

Return Address (for recorded documents)

LEGACY TITLE AGENCY  
185 WEST WHITE HORSE PIKE 2ND FLOOR  
BERLIN NJ 08009

No. Of Pages

(Excluding Recording Information and/or Summary Sheet)

5

Consideration Amount

\$88,000.00

Recording Fee

\$70.00

Realty Transfer Fee

\$0.00

Total Amount Paid

\$70.00

Municipality

EDGEWATER PARK TWP

Parcel Information

Block: 1202

Lot: 4.56

First Party Name

Second Party Name

EDGEWATER PARK TWP

Additional Information (Official Use Only)



5297663

Ctrl Id: 5513858 Recording Clerk: jparish

\*\*\*\*\* DO NOT REMOVE THIS PAGE. \*\*\*\*\*  
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD  
\*\*\*\*\* RETAIN THIS PAGE FOR FUTURE REFERENCE. \*\*\*\*\*



  
BURLINGTON COUNTY  
CLERK

APPENDIX O

2017 MAY -3 AM 10: 59

RECEIVED

FORM OF MORTGAGE SECURING PAYMENT OF  
RECAPTURE NOTE IN FAVOR OF THE MUNICIPALITY,  
REQUIRED BY SECTION 5:80-26.5(c)

State of New Jersey  
Department of Community Affairs  
New Jersey Housing and Mortgage Finance Agency  
TOWNSHIP OF EDGEWATER PARK

Affordable Housing Program

Repayment Mortgage

**DEED-RESTRICTED AFFORDABLE HOUSING UNIT WITH  
RESTRICTIONS ON RESALE AND REFINANCING**

To Secure Payment of Amounts Due  
Upon First Non-Exempt Sale  
After Expiration of Control Period

THIS MORTGAGE, made on this the 17<sup>th</sup> day of April, 2017 by and between [REDACTED] ("OWNER") and the TOWNSHIP OF EDGEWATER PARK (the "Municipality"), 400 Delanco Road Edgewater Park NJ 08010 in connection with the property described herein (the "PROPERTY");

Article 1. REPAYMENT MORTGAGE NOTE

In consideration of value received, the Owner has signed a Recapture Mortgage Note (the "Note") dated April 17, 2017. The Owner promises to pay to the Municipality amounts due under the Repayment Mortgage Note, and to abide by all obligations contained therein.

Article 2. MORTGAGE AS SECURITY FOR AMOUNT DUE

This Mortgage is given to the Municipality as security for the payment required to be paid upon the first non-exempt sale of the Property, as provided under the rules of the New Jersey Housing and Mortgage Finance Agency set forth in N.J.A.C. 5:80-26.1 et seq. Upon the first non-exempt sale of the Property after the date of this Note, the Owner, or the heir, successor or assignee of the Owner then selling the Property, shall pay the sum of \$88,000.00 to the Municipality. The obligation evidenced by this note shall not accrue interest.

Article 3. PROPERTY DESCRIPTION

## ***Legal Description***

All that certain tract or parcel of land and premises situate in the Township of Edgewater Park, County of Burlington, and the State of New Jersey, and is more particularly described according to a survey made by James A. Sassano, PLS, License No. 35401 of James Sassano Associates, Inc., dated March 28, 2017, as follows:

Being known as Block 1202, Lot 4.56 as shown on Final Major Subdivision Plan Phase I, Block 1202, Lot 4.01, filed in the Burlington County Clerk's Office on 10/6/14 as Map #5092261.

**For Information Purposes Only:** Being Block 1202, Lot 4.56, on the Tax Map of the Township of Edgewater Park, County of Burlington, State of New Jersey, and more commonly known as 40 Benford Lane, Edgewater Park, NJ 08010.

Under and Subject to Declaration of Covenants and Restrictions for Fox Run as contained in Deed Book 13188, page 5263.

Under and Subject to Declaration of Covenants, Conditions and Restrictions implementing Affordable Housing Controls on State regulated property, Deed-Restricted Affordable Housing Unit with restrictions on resale and refinancing sent to be recorded.



All of the land and improvements thereon located in the municipality of EDGEWATER PARK in the County of BURLINGTON, State of New Jersey (hereinafter the "Property"), described more specifically as BLOCK NO. 1202 LOT NO. 4.56, and known by the street address:

40 BENFORD LANE  
EDGEWATER PARK, NEW JERSEY, 08010

Article 4. RIGHTS GIVEN TO MUNICIPALITY

The Owner, by mortgaging the Property to the Municipality, gives the Municipality those rights stated in this Mortgage, and all the rights the law gives to the Municipality under Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*). The rights given to the Municipality are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Owner and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in Note and Mortgage, the Municipality will prepare and deliver to the then current owner of record a quitclaim deed or other document of release.

Article 5. DEFAULT

The Municipality may declare the Owner in default on this Mortgage and on the Note if:

1. The Owner attempts to convey an interest in the Property without giving prior written notice to the Municipality;
2. The ownership of the Property is changed for any reason other than in the course of an exempt sale;
3. The Owner fails to make any payment required by the Note;
4. The holder of any lien on the Property starts foreclosure proceedings; or
5. Bankruptcy, insolvency or receivership proceedings are commenced by or against the Owner.

Article 6. MUNICIPALITY'S RIGHTS UPON DEFAULT

If the Municipality declares that the Note and this Mortgage are in default, the Municipality shall have all of the rights given by law or set forth in this Mortgage.

Article 7. NOTICES

*ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON WRITTEN NOTICE, MADE IN ACCORDANCE WITH THIS ARTICLE 7.*

Article 8. NO WAIVER BY MUNICIPALITY

The Municipality may exercise any right under this Mortgage or under any law, even if the Municipality has delayed in exercising that authority, or has agreed in an earlier instance not to exercise that right. The Municipality does not waive its right to declare the Owner is in default by making payments or incurring expenses on behalf of the Owner.

Article 9. EACH PERSON LIABLE

The Mortgage is legally binding upon each Owner individually and all their heirs, assigns, agents and designees who succeed to their responsibilities. The Municipality may enforce any of the provisions of the Note and of this Mortgage against any one or more liable individual.

Article 10. SUBORDINATION

This Mortgage will not be subordinate, and will not be subordinated by the Municipality, to any mortgage, refinancing, equity loan, secured letter of credit, or any other obligation secured by the Property, except with respect to (a) any such obligation which was duly recorded prior to the recording hereof, and (b) any such obligation which, when added to all other such obligations recorded against the Property, shall result in total debt secured by the Property being an amount less than the maximum resale price that would be applicable were the Control Period still in effect.

Article 11. SUBSEQUENT OWNERS

This Mortgage shall not be released, with respect to any subsequent owner who acquires the property through an exempt transfer unless the transferee shall execute a note and mortgage in the form of the Note and this Mortgage, and the same has been duly recorded.

Article 12. AMENDMENTS

No amendment or change to the Note and this Mortgage may be made, except in a written document signed by both parties and approved by the administrative agent appointed pursuant to N.J.A.C. 5:80-26.1 et seq..

Article 13. SIGNATURES

By executing this Mortgage on page 3, hereof, the Owner agrees to all of its terms and conditions.

Article 14. ACKNOWLEDGEMENT



The Owner acknowledges receipt of a true copy of this Mortgage, at no charge to the State.

IN WITNESS WHEREOF, the Owner(s) has executed this Mortgage for the purposes stated herein.

ATTEST:

[REDACTED]

STATE OF NEW JERSEY )

) ss:

COUNTY OF Burlington)

BE IT REMEMBERED, that on this the 17 day of April, 2017 the subscriber [REDACTED] appeared personally before me (If more than one person signed the foregoing mortgage and appeared before me, the words "the subscriber" and "the Owner" shall include all such persons) and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the Owner named in the foregoing mortgage and (ii) and that he/she has executed said mortgage with respect to the Property and for the purposes described and set forth therein.

Sworn to and subscribed before me, 4-17-2017 on the date set forth above.

NOTARY PUBLIC





# AFFIRMATIVE FAIR HOUSING MARKETING PLAN

## FOX RUN – Township of Edgewater Park – Burlington County (**REGION 5**)

### I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

<b>1a. Administrative Agent Name, Address, Phone Number</b>  Administrative Agent: Contact Name: Frank Piazza Piazza & Associates, Inc. 216 Rockingham Row Princeton, NJ 08540 609-786-1100, ext. 301		<b>1b. Development or Program Name, Address</b>  Fox Run Ryan Homes Edgewater Park, NJ 08010 Street Address: TBD	
<b>1c.</b> Number of Affordable Units: 20  Number of Rental Units: 0  Number of For-Sale Units: 20	<b>1d. Price or Rental Range</b>  From See attached  To	<b>1e. State and Federal Funding Sources (if any)</b>  None	
<b>1f.</b>  <input type="checkbox"/> Age Restricted  <input checked="" type="checkbox"/> Non-Age Restricted	<b>1g. Approximate Starting Dates</b>  Advertising: June 15, 2014      Occupancy: October 15, 2014		
<b>1h. County</b> <b>Burlington, Camden, Gloucester</b>		<b>1i. Census Tract(s):</b> Block 1202, Lot 4.01	
<b>1j. Managing/Sales Agent's Name, Address, Phone Number</b> Dylan Sinclair 1020 Laurel Oak Rd., Suite 201, Voorhees, NJ Telephone: 856.679.4750			
<b>1k. Application Fees (if any):</b> Piazza & Associates does not charge a fee to applicants.			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

### II. RANDOM SELECTION

<b>2. Describe the random selection process that will be used once applications are received.</b>	
<ol style="list-style-type: none"> <li>1. An initial deadline date, no less than 60 days after the start of the marketing process, will be established. All of the preliminary applications received by Piazza &amp; Associates, on or before the initial deadline date, shall be deemed received on that date.</li> <li>2. Households that apply for low and moderate income housing will be prescreened by Piazza &amp; Associates for preliminary income eligibility by comparing their total income and household size to the low and moderate income limits adopted by COAH or its successors and other program restrictions that may apply. All households will be notified as to their preliminary status. Applicants who live or work in the Region will have a preference.</li> <li>3. A drawing will be held under the direction of Piazza &amp; Associates to determine the priority order of the pre-qualified applications received on or before the initial deadline date. All preliminary applications received after the initial deadline, will be processed on a "first come, first served" basis after the applicants who were in the initial random selection.</li> </ol>	

4. In order to ensure an adequate supply of qualified applicants, the advertising phase will continue until there are at least ten (10) pre-qualified applicants for each low and moderate income unit available, or until all of the low and moderate income units within the development have been sold.
5. Final applications will be mailed by Piazza & Associates to an adequate number of pre-qualified applicants, in priority order, for each available low and moderate income unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.
6. Completed final applications will be forwarded to Piazza & Associates. Piazza & Associates will make a determination as to their eligibility for a low or moderate income unit. Applicants will receive a letter from Piazza & Associates with respect to the status of their application each time a review is performed.
7. When submitting final applications, applicants will also be asked to provide a pre-qualification letter from a qualified lending institution.
8. Certified applicants will be given a pre-determined amount of time to sign a sales agreement with the developer. Mortgage contingencies may not be an acceptable term of the agreement.
9. The sales agreement may also limit closing to a reasonable time to be approved by Piazza & Associates in advance of the process.

### III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors). Based on demographic data from the 2010 census, this table provides a comparison of race and ethnic origin between the Housing Region 5 and the Township of Edgewater Park. Overall, the municipality appears to generally reflect the diversity of the region and county. Therefore, we have chosen to include the default groups set forth by the Council on Affordable Housing for Region 5.

The U. S. Census Data 2010:

Subject	RACE							HISPANIC OR LATINO	
	Total population	Race alone or in combination with one or more other races: [1]						Total population	
		White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Some Other Race	Hispanic or Latino (of any race)	Not Hispanic or Latino
Burlington Co.	448,734	341,438	82,042	4,079	23,210	643	11,880	28,831	419,903
Camden Co.	513,657	345,203	107,906	4,485	29,460	663	40,696	73,124	440,533
Gloucester Co.	288,288	246,027	32,441	1,982	9,050	287	5,198	13,712	274,576
Total Region 5	1,250,679	932,668	222,389	10,546	61,720	1,593	57,774	115,667	1,135,012
% Region 5	100%	74.6%	17.8%	0.8%	4.9%	0.1%	4.6%	9.2%	90.8%
Edgewater Park	8,881	5,468	2,666	115	392	18	716	970	7,911
% Edgewater Pk.	100%	61.6%	30.0%	1.3%	4.4%	0.2%	8.1%	10.9%	89.1%
<b>Difference</b>		<b>-13.0%</b>	<b>12.2%</b>	<b>0.5%</b>	<b>-0.5%</b>	<b>0.1%</b>	<b>3.4%</b>	<b>1.7%</b>	<b>-1.7%</b>

[1] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.

<input type="checkbox"/> White (non-Hispanic) <input checked="" type="checkbox"/> Black (non-Hispanic) <input checked="" type="checkbox"/> Hispanic <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian or Pacific Islander <input type="checkbox"/> Other group:			
3b. <input checked="" type="checkbox"/> <b>HOUSING RESOURCE CENTER</b> ( <a href="http://www.njhousing.gov">www.njhousing.gov</a> ) A free, online listing of affordable housing <input checked="" type="checkbox"/> <b>PIAZZA &amp; ASSOCIATES</b> ( <a href="http://www.HousingQuest.com">www.HousingQuest.com</a> ) An online service with a companion email newsletter			
3c. Commercial Media (required) (Check all that applies)			
	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF REGIONAL NEWSPAPER(S)</b>	<b>CIRCULATION AREA</b>
<b>TARGETS ENTIRE HOUSING REGION 5</b>			
Daily Newspaper			
<input type="checkbox"/>		Philadelphia Inquirer	
<input checked="" type="checkbox"/>	Once at the start of the Affirmative Marketing, repeated as necessary to establish a waiting list of at least 10 applicants per available unit.	Courier-Post	South Jersey
<b>TARGETS PARTIAL HOUSING REGION 5</b>			
Daily Newspaper			
<input checked="" type="checkbox"/>		Burlington County Times	Burlington
Weekly Newspaper			
<input checked="" type="checkbox"/>	Once at the start of the Affirmative Marketing	Central Record, The	Burlington
<input checked="" type="checkbox"/>	Once at the start of the Affirmative Marketing	Maple Shade Progress	Burlington
<input checked="" type="checkbox"/>	Once at the start of the Affirmative Marketing	Record Breeze	Camden
	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF CABLE PROVIDER(S)</b>	<b>BROADCAST AREA</b>
<b>TARGETS PARTIAL HOUSING REGION 5</b>			
FM			
<input checked="" type="checkbox"/>	Once at the start of the Affirmative Marketing	WOGL 98.1	Burlington, Camden, Gloucester
3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)			
<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAME OF PUBLICATIONS</b>	<b>OUTREACH AREA</b>	<b>RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE</b>
<b>TARGETS ENTIRE HOUSING REGION 5</b>			
Weekly			
<input checked="" type="checkbox"/>	Once at the start of the Affirmative Marketing	Nuestra Comunidad	Central/South Jersey Spanish-Language
3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post			

advertisements and distribute flyers regarding available affordable housing) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH		NAME OF EMPLOYER/COMPANY	LOCATION
Burlington County			
X	Once at the start of the Affirmative Marketing	Burlington Coat Factory	1830 Route 130 South Edgewater Park, NJ 08010
X	Once at the start of the Affirmative Marketing	Burlington County College	601 Pemberton Browns Mills Rd Remberton
X	Once at the start of the Affirmative Marketing	Our Lady of Lourdes Medical Center	218 Sunset Rd Willingboro, NJ
X	Once at the start of the Affirmative Marketing	Masonic Home of NJ	902 Jacksonville Rd Burlington, NJ
X	Once at the start of the Affirmative Marketing	Medford Leas Continuing Care	1 Medford Leas Medford, NJ
X	Once at the start of the Affirmative Marketing	Virtua Geriatric Care Management	523 Fellowship Rd Mt Laurel, NJ
X	Once at the start of the Affirmative Marketing	Virtua West Jersey Hospital	90 Brick rd Marlton, NJ
Camden County			
X	Once at the start of the Affirmative Marketing	Campbell Soup Company	Campbell Place Camden, NJ 08103-1701
X	Once at the start of the Affirmative Marketing	Lockheed Martin	Federal, Camden, NJ 08102
X	Once at the start of the Affirmative Marketing	Bancroft Neurohealth	1000 Atlantic Ave Camden, NJ 08102
X	Once at the start of the Affirmative Marketing	Cooper Health System	One Cooper Plaza Camden, NJ 08102
X	Once at the start of the Affirmative Marketing	L-3 Communications Systems	1 Federal Street, Camden, New Jersey, 08103
X	Once at the start of the Affirmative Marketing	Towers Perrin	101 Woodcrest Rd, Cherry Hill, NJ
X	Once at the start of the Affirmative Marketing	Arch Manufacturing & Sales Co.	1213 S 6th St, Camden, NJ
Gloucester County			
X	Once at the start of the Affirmative Marketing	Underwood Memorial Hospital	509 North Broad Street, Woodbury, NJ 08096
X	Once at the start of the Affirmative Marketing	Rowan University	201 Mullica Hill road Glassboro, NJ 08028
X	Once at the start of the Affirmative Marketing	Kennedy Memorial Hospital	435 Hurffville-Cross Keys Road, Turnersville NJ 08012
X	Once at the start of the Affirmative Marketing	U.S. Food Services	2255 High Hill Rd, Swedesboro, NJ & Swedesboro
X	Once at the start of the Affirmative Marketing	Direct Group	100 Berkeley Dr, Swedesboro, NJ and 800 Arlington Blvd, Swedesboro, NJ
X	Once at the start of the Affirmative Marketing	CompuCom Systems Inc.	1225 Forest Pkwy # 500, Paulsboro, NJ
X	Once at the start of the Affirmative Marketing	Missa Bay LLC	101 Arlington Blvd, Swedesboro, NJ and 2339 Center Square Rd, Swedesboro, NJ and 730 Veterans Dr, Swedesboro, NJ
X	Once at the start of the Affirmative Marketing	Sony Music	400 N Woodbury Rd, Pitman, NJ
X	Once at the start of the Affirmative Marketing	Delaware Valley Wholesale Florists	520 N. Mantua Boulevard Sewell, NJ 08080
X	Once at the start of the Affirmative Marketing	Valero Refining Co	800 Billingsport Rd, Paulsboro, NJ

X	Once at the start of the Affirmative Marketing	Electric Mobility	591 Mantua Blvd, Sewell, NJ
X	Once at the start of the Affirmative Marketing	Sunoco-Eagle Point Oil Refinery	US Highway 130 S & Highway 295, Westville, NJ
X	Once at the start of the Affirmative Marketing	Heritage's Dairy Stores	376 Jessup Road Thorofare, NJ 08086
X	Once at the start of the Affirmative Marketing	Burlington Coat Factory	
X	Once at the start of the Affirmative Marketing	Cornell & Company	224 Cornell Ln, Westville, NJ
X	Once at the start of the Affirmative Marketing	Exxon Mobil Research & Engineering Co	800 Billingsport Rd, Paulsboro, NJ

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)


Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Burlington County Community Action Program (BCCAP) 718 Route 130 South Burlington, NJ 08016 609-386-5800	Burlington County	All	Once at the start of marketing and ongoing referral to BCCAP as a HUD Counseling Agency.
Southern Burlington County NAACP P.O. Box 3211 Cinnaminson, NJ 08077	Burlington County	African Americans	Once at the start of the Affirmative Marketing
Diocesan Housing Services Corp. Diocese of Camden 631 Market Street Camden, NJ 080102	Camden, Gloucester	All	Once at the start of the Affirmative Marketing
Fair Share Housing Center 510 Park Boulevard Cherry Hill, NJ 08002	Burlington, Gloucester and Camden	All	Once at the start of the Affirmative Marketing



#### IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	<b>BUILDING</b>	<b>LOCATION</b>
X	Burlington County Library Headquarters	5 Pioneer Boulevard, Westampton, NJ 08060
X	Burlington County Office Building	49 Rancocas Rd, Mount Holly NJ 08060 (609)265-5000
X	Camden Court House Square	520 Market St, Camden NJ 08102-1375 (856)225-5000
X	Gloucester County Court House	1 N. Broad Street, Woodbury, NJ 08096 (856)853-3390
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Linda Dougherty Township Administrator Edgewater Park Township 400 Delanco Rd Edgewater Park, NJ 08010-2400		
Beverly Library 441 Cooper Street Beverly, NJ 08010		
4c. Sales/Rental Office for units (if applicable)		
Ryan Homes will have an on-site model home. The address is not available at this time.		

#### V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Township's Judgment of Repose.	
Frank Piazza, Jr.	
Name (Type or Print)	
Administrative Agent, Township of Edgewater Park	
Title/Municipality	
	
June 3, 2014	
Signature	Date

Proposal to Provide  
Affordable Housing  
Compliance Services

for

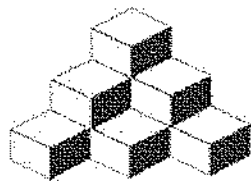
Fox Run

by Ryan Homes

in

Edgewater Park, New Jersey

Submitted by



Piazza & Associates

February 7, 2013

## BACKGROUND

Ryan Homes, Inc. (the "Builder") plans to construct 20 low and moderate income homes (the "Affordable Units") as part of new development planned for the Township of Edgewater Park, Burlington County, New Jersey (the "Municipality") so as to help the Municipality satisfy a portion of its affordable housing obligation as set forth by the New Jersey Council on Affordable Housing ("COAH") and their judgment of repose, as well as applicable state and local laws, rules, ordinances, court decisions and regulations, including the "Uniform Housing Affordability Controls," found at NJAC 5:80-26.1, as may be amended from time to time, (hereafter, collectively referred to as the "Regulations"). Among other things, the Regulations govern the maximum sales prices, the maximum incomes of the buyers and the affirmative marketing of the affordable units.

It is anticipated that the Builder is seeking the services of a qualified Administrative Agent to ensure that the Builder implements the plan in accordance with the Regulations. By way of this document, Piazza & Associates, Inc. ("P&A"), an experienced firm that provides such affordable housing services, proposes to assist the Builder in the implementation of the affordable housing program as it relates to the affirmative marketing and initial sales of the Affordable Units.

## SCOPE OF SERVICES

Specifically, Piazza & Associates will provide the following services under this proposal.

1. P&A will draft an Affirmative Marketing Plan as required by the Regulations.
2. P&A will provide sample newspaper advertisements and public service announcements to the Builder, as well as cover letters to agencies and employers for the purpose of implementing the Plan. The Builder will draft an advertisement and a flyer for the approval of P&A. It will be the responsibility of the Builder to place any advertisements required by the Affirmative Marketing Plan. P&A will mail the letters and flyers as required by the Affirmative Marketing Plan.
3. P&A will determine the maximum sales prices for the Builder pursuant to the Regulations; provide to the Builder and Municipality the information utilized to make that determination; and certify to the Municipality that the price is in compliance to the Regulations.
4. P&A will develop a complete set of application documents specifically designed to meet the requirements of the Regulations, including an Operating Manual, a Preliminary Application for Affordable Housing, a Final Application for Affordable Housing, Employer Verification Form, Gift Verification Form and other such forms as may be required.
5. P&A will post available units on the Housing Resources Center Website ([www.NJHousing.gov](http://www.NJHousing.gov)); prepare a web page and post the Preliminary Application for the Affordable Units on its own website ([www.HousingQuest.com](http://www.HousingQuest.com)); and establish a special e-mail address if desired (e.g., [FoxRun@HousingQuest.com](mailto:FoxRun@HousingQuest.com)); so that potential applicants and interested parties can make inquiries through the Internet.
6. P&A will mail out Preliminary Applications and answer questions, via telephone, e-mail and web site, as required.

7. P&A will work with the Builder to ensure the availability of Preliminary Applications at the Municipality, at the local sales office and other entities as set forth in the Affirmative Marketing Plan.
8. P&A will collect all of the Preliminary Applications, and process such applications as necessary, keeping a complete record of the information, and responding to all applicants appropriate to their submission.
9. P&A will provide to Builder a list of available pre-qualified applicants by unit type as needed.
10. P&A will provide a mechanism to randomly select the prescreened applicants as required by the Regulations.
11. Upon notification that units are or will be available, P&A will send notices, final applications and information regarding a preferred lender if desired to a representative number of prequalified applicants, who will be asked to contact the Builder or its agent, and, at the same time, to submit the final application to Piazza & Associates.
12. P&A will complete a review of the final application and notify both the applicant and the Builder or its agent as to the status of that application, i.e., Approved, Not Approved or Incomplete.
13. P&A will certify the applicant with respect to their adherence to all income limitations as set forth in the Regulations, and notify the Builder accordingly with a written certification.
14. P&A will communicate the specifics of each approval to the Builder and/or their closing attorneys, so that the Builder utilizes the form of documents required by the Regulations.
15. P&A will communicate the status of the Affirmative Marketing Plan to the Builder and/or the Municipality on an ongoing basis, and be available to meet with representatives of both as reasonable and appropriate.
16. P&A will provide compliance reports, as set forth in the Regulations, to the Builder and the Municipality as necessary.
17. P&A will provide to the Builder the form of closing documents and affordable housing instruments required by the Regulations for the transfer of title to the buyer.

## TERMS AND CONDITIONS

**A. Contract Administration:** All work performed by P&A under this proposal shall be accomplished in close consultation with and under the direction of the Builder or its designee.

**B. Professionalism:** At all times, P&A will endeavor to maintain a sense of professionalism with respect to the services performed on behalf of the Builder and Municipality.

**C. Implementation of Services:** P&A will begin the implementation of its services immediately upon the approval of the Builder and receipt of a signed engagement letter or contract with the Builder.

**D. Confidentiality:** All data provided by the Builder and its applicants will be considered strictly confidential and shall be used solely for the purposes delineated in this proposal. Likewise, the materials developed by P&A on behalf of the Builder shall be considered proprietary and may only be used by the Builder for its own affordable housing endeavors in the future.

**E. Insurance:** P&A, Inc. will provide for itself and at its own expense Professional Liability Errors and Omission Insurance coverage with a limit of liability of one million dollars (\$1,000,000).

**F. Files and Documentation:** P&A will look to the Builder to provide files, documents and notices necessary for it to implement its services.

**G. Certain Services Not Provided Herein:** Under this proposal, P&A shall not be responsible for:

1. The obligation of the Municipality to meet its affordable housing obligation aside from the certifications as provided in the Scope of Services herein;
2. Any additional requirements set forth by HMFA, COAH or its successor agencies, which represent a material change in the services necessary to comply with the Regulations; and
3. All legal, appraisal and real estate related services associated with the scope of work, including compliance to all state and federal fair housing laws applicable to the advertising, sale and transfer of real estate.



## COMPENSATION

In return for its compliance efforts (as detailed in the Scope of Services above), P&A will be compensated as follows:

- A marketing and consulting fee of \$6,000, payable as follows: \$3,000 at the start of the start of services, and \$3,000 upon the random selection of the prescreened applicants; plus
- A \$700 per unit certification charge, payable upon the closing of each unit.
- In addition to its fee, P&A shall be reimbursed for postage to applicants, as well as any advertising required by the Affirmative Marketing plan. However, all compliance reports outlined above, telephone calls, travel expenses and meeting time, to a reasonable extent, shall be included in the basic fee above.

In the event that the Builder requests services in addition to the Scope of Services above, a mutually agreed upon rate for such services shall be determined prior to implementation.

In the event that the Builder decides not proceed with the services of P&A, it may chose to terminate this agreement without cause. At that time, the aforementioned marketing and consulting fees will be deemed to have been earned only upon the provision of the services rendered, proportionate to the fee charged. The per-unit certification charge will be deemed earned upon the submission of a certified buyer for each home.

## ACCEPTANCE

Please signify your acceptance of this proposal by signing below.

Sincerely,



Frank Piazza

Accepted on behalf of the Builder

NVR, Inc. t/a Ryan Homes

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

Todd Pallo, Vice President & Division Manager

Date: 2/11/13

**EXHIBIT I – CREDITING DOCUMENTATION FOR EAGLE CHASE SITE**

A Hatch  
2023-64

**FIRST AMENDMENT TO A DEVELOPER'S AGREEMENT BY AND BETWEEN THE TOWNSHIP OF  
EDGEWATER PARK AND RT130S LLC**

THIS AGREEMENT ("Agreement") made this 16<sup>th</sup> day of May, 2023, by and between:

**TOWNSHIP OF EDGEWATER PARK**, a municipal corporation of the State of New Jersey, County of Burlington, having offices at 400 Delanco Road, Edgewater Park, New Jersey 08010 (the "**Township**"); and

**RT130S LLC**, a New Jersey limited liability company, with an address at 127 Summit Ave, Hackensack, New Jersey 07601 (the "**Developer**");

Collectively, the Township and the Developer shall be referred to as the "**Parties**."

**WHEREAS**, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 6, 2015, the Township filed an action with the Superior Court of New Jersey ("**Court**"), entitled In the Matter of the Application of the Township of Edgewater Park, County of Burlington, Docket No. BUR-L-1592-15, seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan (as defined herein), in addition to related relief (the "**Compliance Action**");

**WHEREAS**, the above mentioned action was settled with Fair Share Housing Center ("**FSHC**") and the terms memorialized in a letter dated November 21, 2016, fully executed November 23, 2016, which was approved by the Superior Court by Order dated June, 29, 2017;

**WHEREAS**, Edgewater Park Township received a final Judgment of Compliance and Repose from the Court in an Order dated July 11, 2019 approving the Township's Housing Element and Fair Share Plan which included an inclusionary development with affordable family rental units provided as a 15% set aside on the Developer's site described below;

**WHEREAS**, the Developer is the owner of the real property located on Route 130 and Forrestal Drive and designated as Block 1202/Lots 1.10, 9 and 9.01 on the Tax Map of the Township of Edgewater Park (the "**Property**");

**WHEREAS**, the Parties have reached an agreement that the Property will be developed as an inclusionary housing development with separate commercial uses permitted only along the Property's frontage on U.S. Route 130;

**WHEREAS**, the inclusionary residential project will be developed as family units at a density of ten (10) dwelling units per acre with an affordable rental housing set aside of fifteen percent (15%);

**WHEREAS**, the market-rate units in the inclusionary residential project shall be for-sale townhouses, the affordable units shall be rental apartment flats, and there shall be twenty-four (24) family rental units affordable to very low-, low- and moderate-income households (the "**Inclusionary Development**");

**WHEREAS**, the separate commercial, non-residential component of the Property is required to pay mandatory non-residential development fees per N.J.S.A. 40:55D-8.1 Statewide Non-residential Development Fee Act to the Township's affordable housing trust fund;

**WHEREAS**, the Township has included the Developer's Property and proposed Inclusionary Residential Development as a Third Round compliance mechanism to address the required inclusionary family development set forth in its Court-approved Settlement Agreement with FSHC and has included the proposed Inclusionary Development in its Housing Element and Fair Share Plan which was adopted and endorsed by the Township's Land Use Board and Governing Body, respectively, on November 21, 2017 and which was conditionally approved by the Court at a Compliance Hearing held on March 22, 2018 and by Order dated May, 27, 2018 and which was granted a final Judgment of Compliance and Repose by Court Order dated July 11, 2019;

**WHEREAS**, in accordance with the Court-approved Settlement Agreement with FSHC, pursuant to Ordinance No. 2017-5, as revised, AN ORDINANCE OF THE TOWNSHIP OF EDGEWATER PARK, BURLINGTON COUNTY AMENDING CHAPTER 16 OF THE EDGEWATER PARK TOWNSHIP CODE TO ESTABLISH THE R-TM/MF TOWNHOUSE/MULTI-FAMILY INCLUSIONARY ZONING DISTRICT AS WELL AS USE, BULK & OTHER STANDARDS THEREFOR IN ORDER TO ADDRESS THE AFFORDABLE HOUSING REQUIREMENTS OF THE NEW JERSEY SUPERIOR COURT; AND TO EXTEND THE C-3 HIGHWAY

COMMERCIAL DISTRICT (the "Zoning Ordinance"), the Township has rezoned the Property to permit the construction of the Inclusionary Development and the commercial uses;

WHEREAS, this Agreement provides the realistic opportunity for the development of the twenty-four (24) affordable family rental housing units;

WHEREAS, to ensure that the Inclusionary Development contemplated by this Agreement generates affordable housing credits to be applied to the Township's Third Round (1999-2025) affordable housing obligation, the affordable units within the Inclusionary Development shall be developed in accordance with the New Jersey Council on Affordable Housing's ("COAH") regulations, N.J.A.C. 5:93 et seq., the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), with one exception from UHAC's requirements such that UHAC's very-low income requirement to establish rents and serve households at thirty-five percent (35%) of the regional median income for ten percent (10%) of the affordable units shall be revised to follow the statutory very-low income requirement to establish rents and serve households at thirty percent (30%) of the regional median income pursuant to N.J.S.A. 52:27D-329.1 for thirteen percent (13%) of all affordable units, and all other applicable laws, and said Inclusionary Development shall be deed restricted for a period of at least thirty (30) years from the initial occupancy of the affordable units;

WHEREAS, the Township has received the Court's conditional and final approval of the Township's Housing Element and Fair Share Plan which includes the Developer's Property in connection with a Compliance Hearing held on March 22, 2018 as part of the Compliance Action and a final Judgment of Compliance and Repose issued by Court Order dated July 11, 2019; and

WHEREAS, the Parties wish to enter into this Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties with respect to the Inclusionary Development;

WHEREAS, the Developer's Agreement was fully executed by the Parties on May 4, 2021; and

WHEREAS, the Parties desire to amend the Developer's Agreement for the first time, and such authorization for the First Amendment was approved by the Township by way of resolution

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

#### **ARTICLE I - PURPOSE**

1.1 The purpose of this Agreement is to provide a realistic opportunity for the construction of the Inclusionary Development on the Property, and to generate affordable housing family rental credits for the Township to apply to its Third Round (1999-2025) affordable housing obligation.

#### **ARTICLE II - BASIC TERMS AND CONDITIONS**

2.1 The Inclusionary Development reflected in this Agreement has been included in the Township's adopted/endorsed Housing Element and Fair Share Plan which received final Court approval by Order dated July 11, 2019.

2.2 In the event of any legal challenges to the Court's approval of the Township's Housing Element and Fair Share Plan, the Parties shall diligently defend any such challenge and shall cooperate with each other regarding said defense. In addition, if any such challenge results in a modification of this Agreement or the Inclusionary Development, the Parties shall negotiate in good faith with the intent to draft a mutually-acceptable amended Agreement, provided that no such modification requires an increase or decrease in density from that agreed upon and reflected in the within Agreement.

#### **ARTICLE III - ZONING; SITE PLAN AND SUBDIVISION APPROVALS**

3.1 The Inclusionary Development shall be governed by "R-TH/MF Townhouse/Multi-Family Inclusionary Zone" (the "R-TH/MF Zone") that was adopted as part of Township Zoning Ordinances and that was revised by Township Ordinance #

3.2 Approvals. The Property received preliminary major site plan and major subdivision approval by Planning Board Resolution dated March 21, 2019 and received final major site plan and major subdivision approval by Planning Board Resolution dated December 12, 2019.

3.2.1 Density/Total Unit Count. The Property shall be developed with a density of not more than ten (10) dwelling units per acre, inclusive of an affordable housing component, provided that no more than 160 total units including 136 for sale market-rate townhouse units and 24 affordable family rentals shall be constructed.

3.2.2 Affordable Housing Set-Aside. The Property shall be subject to an affordable housing set-aside equal to fifteen percent (15%) of the total number of housing units or 24 affordable family rental units as part of the 160 total housing units approved. All affordable units shall be rentals.

3.2.3 Unit Type. The market-rate units shall be for-sale townhouses and the affordable units shall be family rental apartment flats.

3.2.4 Family Housing. The affordable rental units shall be developed specifically for family, non-age-restricted housing.

3.2.5 Commercial Uses; Mandatory Non-residential Development Fees. Commercial uses subject to standards set forth in the C-3 Highway Commercial Zone shall be permitted along the Property's U.S. Route 130 frontage as reflected in the approved site plan which received final major site plan and major subdivision approval on December 12, 2019. The separate commercial, non-residential component of the Property is required to pay mandatory nonresidential development fees per N.J.S.A. 40:55D-8.1 Statewide Non-residential Development Fee Act to the Township's affordable housing trust fund.

3.2.6 RSIS. The Parties agree that the Inclusionary Development shall be governed by the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq., ("RSIS") as to all matters covered by the RSIS.

#### **ARTICLE IV - OBLIGATIONS OF THE DEVELOPER**

4.1 **Obligation to Provide Affordable Housing:** The Developer shall have an obligation to deed-restrict twenty-four (24) of the residential units in the Inclusionary Development as very low-, low- and moderate-income family affordable rental units. Any such family affordable rental units shall comply with UHAC, with one exception from UHAC's requirements such that UHAC's very-low income requirement to establish rents and serve households at thirty-five percent (35%) of the regional median income for ten percent (10%) of the affordable units shall be revised to follow the statutory very-low income requirement to establish rents and serve households at thirty percent (30%) of the regional median income pursuant to N.J.S.A. 52:27D-329.1 for thirteen percent (13%) of all affordable units, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws.

4.1.1 In addition, the affordable family rental units shall remain affordable units for a period of at least thirty (30) years from the date of their initial occupancy ("**Deed- Restriction Period**") so that the Township may count the affordable family rental units against its obligations to provide family affordable housing, family affordable rental housing, and affordable rental housing. This obligation includes, but is not limited to the Developer's obligation to comply with (1) bedroom distribution requirements [for a total of 24 affordable family rental units, the Developer has proposed and the Township has approved 6 three-bedroom units, 15 two-bedroom units and 3 one-bedroom units], (2) income split requirements (4 very low-income units, 8 low-income units and 12 moderate-income units), (3) pricing requirements including utility allowances, (4) affirmative marketing requirements, (5) tenant qualification and screening requirements, (6) contracting with the Township's experienced Administrative Agent, (7) affordability controls, (8) deed restriction requirements; and (9) operating manual requirements.

4.1.2 The specific very-low, low- and moderate-income breakdown by bedroom count is as follows:

Ariel Affordable Family Rental Apartments Bedroom and Income Distribution				
	1 BR	2 BR	3 BR	TOTALS
Very Low	1	2	1	4
Low	1	5	2	8
Moderate	1	8	3	12
Totals	3	15	6	24



4.1.3 COAH regulations require phasing in inclusionary developments as follows:

Maximum Percentage of Market-Rate Units Completed (C.O.)	Minimum Percentage of Low- and Moderate-Income Units Completed (C.O.)
25	0
25+1	10
50	50
75	75
90	100

Initially, COAH's phasing requirements were modified for this inclusionary development such that the Developer shall receive certificates of occupancy (c.o.) at different times with one (1) building in phase 2 and one (1) building in phase 4. At this time through this First Amendment to the Developer's Agreement, the phasing schedule shall be modified again. Specifically, both of the two (2) 12-unit affordable housing buildings would receive a c.o. before 75% of the market-rate townhouse units receive a c.o. per the attached revised phasing chart that detail construction steps of both affordable housing buildings tied to the release of market-rate c.o.'s. (See attached **Exhibit A.**)

4.1.4 The location of the affordable family rental housing units on the Property shall be in compliance with applicable law, including COAH and UHAC regulations and per the approved major site plan.

4.1.5 Although COAH's rules have no minimum unit size requirements, the Department of Community Affairs ("DCA") and the NJ Housing and Mortgage Finance Agency ("HMFA") do have minimum unit (and bedroom) size requirements for affordable housing units that receive DCA funding and/or HMFA tax credit financing. Also, DCA, per NJAC 5:43-2.4(f), requires at least one (1) bedroom at 150 square feet and other bedrooms to have 100 square feet. The HMFA Qualified Allocation Plan ("QAP") also requires a minimum bedroom size of 100 square feet. The Township and Developer agree to the following minimum unit sizes and minimum bedroom sizes:

One-bedroom units = 750 square feet ("sq. ft."); Principal bedroom = approx. 149 sq. ft.;

Two-bedroom units = 934 or 955 sq. ft.; Principal bedroom = approx. 142 sq. ft.; Other bedroom = approx. 130 sq. ft.;

Three-bedroom units = 1,236 sq. ft.; Principal bedroom = approx. 157 sq. ft.; Other bedrooms = approx. 146 and 127 sq. ft., respectively.

4.1.6 Number of Bathrooms for Larger Units - The Township and Developer agree that three-bedroom affordable units shall have 1.5 bathrooms.

4.1.7 Unit Fixtures — The following major appliances shall be provided by the Developer in each affordable unit including but not limited to: range, refrigerator, microwave oven, dishwasher, and washer/dryer.

4.1.8 The Developer shall contract with the Township's affordable housing administrative agent ("**Administrative Agent**") for the administration and affirmative marketing of the affordable units and shall have the obligation to pay all costs associated with properly deed restricting the affordable units in accordance with UHAC and other applicable laws for the Deed-Restriction Period. The Developer shall be responsible for and shall work with the Township and the Township's Administrative Agent regarding any affordable housing monitoring requirements imposed by COAH or the Court. The Developer shall submit any required monitoring forms within thirty (30) days of the Township's request.

4.1.9 The Parties agree that, in accordance with N.J.A.C. 5:80-26.11, the affordable family rental units shall remain subject to a Deed-Restriction Period of at least thirty (30) years. At the end of this Deed-Restriction Period, the Township may, but shall not be required to, elect to release the units from such requirements.

4.1.10 The Parties agree that the affordable family rental units are included in the Township's Housing Element and Fair Share Plan approved and credited by the Court in the Compliance Action, and that the credits will be applied against the Township's Third Round obligation (1999-2025) or such future affordable housing obligation of the Township.

4.1.11 Upon written notice, the Developer shall provide detailed information requested by the Township, or the Township's Administrative Agent, within thirty (30) days concerning the Township's compliance with UHAC and other applicable laws.

**4.2 Obligation Not To Oppose Township's Application for Approval of its Housing Element and Fair Share Plan:** As it pertains to the Township's Housing Element and Fair Share Plan, the Developer shall not directly or indirectly oppose or undertake any action to interfere with the Court's adjudication of the Township's affordable housing obligations and compliance standards. The Developer shall also not directly or indirectly oppose or undertake any action to interfere with the Court's approval and/or implementation of the Housing Element and Fair Share Plan, as it may be amended in any form, unless the Housing Element and Fair Share Plan deprives the Developer of any rights created hereunder, or unless any other defendants or interested parties undertake any action to obstruct or impede the Developer from securing such approvals including outside agency approvals as it needs to develop the Inclusionary Development on the Property.

#### **ARTICLE V - OBLIGATIONS OF THE TOWNSHIP**

**5.1 Obligation To Preserve The Zoning Ordinance:** The R-TH/MF Ordinance shall not be amended or rescinded by the Township except upon the agreement of the Developer or by Order of the Court, unless the Court orders an increase or decrease in the permitted density. In such event, the Parties will attempt to, in good faith, negotiate an amended agreement.

**5.2 Obligation To Cooperate:** The Township acknowledges that in order for the Developer to construct its Inclusionary Development, the Developer will be required to obtain any and all necessary and applicable agreements, approvals, and permits from all relevant public entities and utilities; such as, by way of example only, the Township, the Planning Board, the County of Burlington, the Burlington County Planning Board, the New Jersey Department of Environmental Protection, the New Jersey Department of Transportation, Burlington County Soil Conservation District and the like, including the Township's ordinance requirements as to site plan and subdivision approval (the "**Required Approvals**"). The Township agrees to use all reasonable efforts to assist the Developer in its undertakings to obtain the Required Approvals.

**5.3 Obligation to Refrain From Imposing Cost-Generative Requirements:** The Township recognizes that the Required Approvals and this Agreement all contemplate the development of an "inclusionary development" within the meaning of the Mount Laurel doctrine, and the Developer shall be entitled to any benefits, protections, and obligations afforded to developers of inclusionary developments, in addition to what the Developer has agreed to in this Agreement. Therefore, the Township will not impose development standards and/or requirements that have not been agreed to by the parties, and would otherwise be considered to be "cost generative."

#### **ARTICLE VI - MUTUAL OBLIGATIONS**

**6.1 Obligation To Comply with State Regulations:** The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Inclusionary Development or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

**6.2 Mutual Good Faith, Cooperation and Assistance:** The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement, including, but not limited to, the final approval of the Township's Housing Element and Fair Share Plan that includes this Property by the Court, the development of the Property consistent with the terms hereof, and the defense of any challenge with regard to any of the foregoing.

#### **ARTICLE VII - AFFORDABLE HOUSING CREDITS**

**7.1** Upon written notice, the Developer agrees to supply the Township and the Township's Administrative Agent, within thirty (30) days, all documents within its possession that may be reasonably necessary to demonstrate the continued creditworthiness of the affordable units.

#### **ARTICLE VIII - COOPERATION AND COMPLIANCE**

**8.1 Implementation And Enforcement Of Agreement:** The Parties agree to cooperate with each other, provide all reasonable and necessary documentation, and take all necessary actions to satisfy the terms and conditions hereof and assure compliance with the terms of this Agreement. The Township's obligation to cooperate shall be further conditioned upon the Developer paying and maintaining current real estate taxes.

#### **ARTICLE IX - NOTICES**

**9.1 Notices:** Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile or by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than **fifty** (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

**TO DEVELOPER:**           **RT130S LLC**  
127 Summit Avenue  
Hackensack, New Jersey 07601

**WITH COPIES TO:**       Alan H. Ettenson, Esq  
123 N. Church St.  
PO Box 237  
Moorestown, NJ 08057  
PH (856) 235-1234  
Email: [ettenson@tesalaw.com](mailto:ettenson@tesalaw.com)

**TO THE TOWNSHIP OF EDGEWATER PARK:**

**TOWNSHIP OF EDGEWATER PARK**  
400 Delanco Road  
Edgewater Park, NJ 08010  
Attn: Patricia A. Clayton  
PH: (609) 877-2050  
Email: [pclayton@edgewaterpark-nj.com](mailto:pclayton@edgewaterpark-nj.com)

**WITH COPIES TO:**       Attn: Margaret E. McHugh, Esq.  
Malamut and Associates, LLC  
457 Haddonfield Road  
Suite 500  
Cherry Hill, NJ 08002  
[MMcHugh@MalamutLaw.com](mailto:MMcHugh@MalamutLaw.com)  
**MASON, GRIFFIN & PIERSON, P.C.**  
101 Poor Farm Road  
Princeton, NJ 08540  
Attn: Kevin A. Van Hise, Esquire  
PH: (609) 921-6543  
Email: [k.vanhise@mgplaw.com](mailto:k.vanhise@mgplaw.com)

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

**ARTICLE X - MISCELLANEOUS**

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

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

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

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

**10.5 Effect of Counterparts:** This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

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

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

**10.8 Necessity of Required Approvals:** The Parties recognize that the site plans required to implement the Inclusionary Development provided in this Agreement, and such other actions as may be required of the Township's Planning Board or Township Committee under this Agreement, cannot be approved except on the basis of the independent reasonable judgment by the Planning Board and the Township Committee, as appropriate, and in accordance with the procedures established by law. Nothing in this Agreement is intended to constrain that judgment or to authorize any action not taken in accordance with procedures established by law. Similarly, nothing herein is intended to preclude the Developer from appealing any denials of or conditions imposed by the Planning Board in accordance with the MLUL at N.J.S.A. 40:55D-1 et seq. or taking any other action permitted by law.

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

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

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

**10.12 Effective Date:** Anything herein contained to the contrary notwithstanding, the effective date ("Effective Date") of this Agreement shall be the date upon which the last of the Parties to execute this Agreement has executed and delivered this Agreement.

**10.13 Waive:** The Parties agree that this Agreement is enforceable. Each of the Parties waives all rights to challenge the validity or the ability to enforce this Agreement. Failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these or other provisions.

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

**10.15 Default:** In the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all

of the other Parties for whose benefit such obligation is intended, or by the Court, such failure to perform shall constitute a default of this Agreement. Upon the occurrence of any default, the non-defaulting Party shall provide notice of the default and the defaulting Party shall have a reasonable opportunity to cure the default within forty-five (45) days. In the event the defaulting Party fails to cure within forty-five (45) days or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey, including the right of specific performance to the extent available. Further, the Parties may apply to the Court for relief, by way of a motion for enforcement of litigant's rights.

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

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

**10.18 Conflicts:** The Parties acknowledge that this Agreement cannot be modified by the Compliance Action or any amendments to the Township's Affordable Housing Plan or Land Use and Development Ordinances and this Agreement shall control with respect to those matters as applied to the Property. With the entry of a Judgment of Compliance and Repose dated July 11, 2019 in the Township's Compliance Action, and after the Compliance Action is concluded, the Court shall retain jurisdiction to ensure compliance with the terms and conditions of this Agreement.

**10.19 Recitals.** The recitals of this Agreement are incorporated herein and made a part hereof.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:

N. J. Banta  
Name: NACEX Banta  
Title:

Dated: N.

Witness/Attest:

Patricia Clayton  
Patricia Clayton, Clerk

Dated: 5/16/2023

RT130S LLC:

Joseph Abernethy  
Name: JOSEPH ABERNETHY  
Title: PRES.

TOWNSHIP OF EDGEWATER PARK

By:  
As its MAYOR

Michael Treanor  
Michael Treanor Mayor

Schedule A

Market Rate CO	Bldg A Milestones	Bldg B Milestones
34	Must Have Building Permit	-
42	Slab Complete; Framing , Roof, Windows ongoing	Building Permit Submitted
47	Framing , Roof, Windows COMPLETE; Siding, Stone, Rough HVAC, Rough Plumbing Ongoing	Slab Completed; Framing , Roof, Windows ongoing
65	Siding, Stone, Rough HVAC, Rough Plumbing COMPLETE; Fire Suppression ongoing	Framing , Roof, Windows COMPLETE; Siding, Stone, Rough HVAC, Rough Plumbing Ongoing
77	Rough Electric Complete, Rough Fire Alarm Ongoing	Siding, Stone, Rough HVAC, Rough Plumbing COMPLETE; Fire Suppression ongoing
84	Drywall COMPLETE; Interior Trim, Interior Paint, Flooring, Cabinetry ongoing	Rough Electric Complete, Rough Fire Alarm Ongoing
88	Interior Trim, Interior Paint, Flooring, Cabinetry COMPLETE ; Final Mechanicals COMPLETE; Final Trim/Accessories & punch list Ongoing	Drywall COMPLETE; Interior Trim, Interior Paint, Flooring, Cabinetry ongoing
91	Final Trim/Accessories & punch list COMPLETE	Interior Trim, Interior Paint, Flooring, Cabinetry COMPLETE Final Mechanicals Ongoing
95	MUST have CO	Final Mechanicals COMPLETE Final Trim/Accessories & punch list Ongoing
98	-	Final Trim/Accessories & punch list COMPLETE
102	-	Must Have CO

**EXHIBIT J – CREDITING DOCUMENTATION FOR ARIEL MIXED USE SITE**

**PLANNING BOARD OF THE TOWNSHIP OF EDGEWATER PARK**

**RESOLUTION NO. P-5-2024**

**CONCERNING THE APPLICATION OF  
RT 130S, LLC  
FOR PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL**

**WHEREAS**, RT 130S, LLC (the "Applicant"), has applied to the Planning Board of the Township of Edgewater Park (the "Board") for Preliminary and Final Major Site Plan Approval for property located at 4329 US Route 130, known as Block 1202.11, Lot 21 (the "Property") on the Official Tax Map of the Township of Edgewater Park, for the purpose of constructing a mixed residential and commercial use consisting of first floor retail commercial and restaurant uses and forty-five (45) non-age restricted residential apartments on the second, third and fourth floors; and

**WHEREAS**, on April 20, 2023, as memorialized by Resolution No. P-8-2023 adopted May 18, 2023, the Board granted use variance approval pursuant to *N.J.S.A. 40:55D-70(d)(1)* and (d)(6) and bulk variance approval pursuant to *N.J.S.A. 40:55D-70(c)* for the proposed mixed residential and commercial use of the Property; and

**WHEREAS**, the application for Preliminary and Final Major Site Plan Approval was deemed complete by the Board on August 17, 2023; and

**WHEREAS**, a public hearing to consider the application was held by the Board on January 18, 2024, after appropriate public and personal notice was provided to all property owners within 200 feet of the Property and published in the Official Newspaper of the Township, as required by the land development regulations of the Township of Edgewater Park and the statutes of the State of New Jersey; and

**WHEREAS**, the Applicant presented evidence to the Board through testimony, plans and other evidence; and

**WHEREAS**, the following Exhibits were introduced by the Applicant during the January 18, 2024 Public Hearing:

- A-1 Color rendering of Site Plan;
- A-2 Architectural Plan, Elevation Cut Sheet;
- A-3 Architectural Plan, Ground Floor Sheet Enlarged;
- A-4 Architectural Plan, Building Layout Sheet with Dimensions;

A-5 Architectural Plan, Elevation Sheet; and

A-6 Architectural Plan, Color Rendering of Side and Front of Building; and

**WHEREAS**, the Board after carefully considering the evidence presented by the Applicant in support its Application for Preliminary and Final Major Site Plan Approval, and after the meeting was opened to the public for their questions, comments and input, has made the following findings of fact:

1. The Applicant is the owner of the Property, approximately 2.85 acres located in the Township's C-3 Highway Commercial Zoning District. The Property has frontage along U.S. Route 130 and F. Parsons Boulevard and is unoccupied with an existing asphalt drive and paved drives adjacent to a Pep Boys Auto Parts and Service Center located on an adjoining Lot.

2. The Property previously received Board Approval as part of a mixed use development of residential and commercial uses that included 136 fee simple townhouses and 24 apartments on adjacent parcels and a 16,000 square foot retail building with 81 parking spaces to be constructed on the Property.

3. The Applicant applied for and received Variance Approval from the Board to develop the Property as now proposed with 9,000 square feet of first floor retail commercial and restaurant area and forty-five (45) non-age restricted residential apartments on the second, third and fourth floors.

4. As memorialized by Resolution No. P-8-2023, the Board granted the following variances to the Applicant for the retail commercial, restaurant and apartment uses:

- a. A variance pursuant to N.J.S.A. 40:55D-70(d)(1) to permit 45 non-age restricted rental apartments on the second, third and fourth floors of a 4-story building;
- b. A variance pursuant to N.J.S.A. 40:55D-70(d)(6) to permit a 4-story building on the Property for first floor retail commercial and restaurant use and 45 non-age restricted apartments on the upper three (3) floors; and
- c. A variance pursuant to N.J.S.A. 40:55D-70(c)(2) to permit a front yard setback of 45 feet to F. Parsons Boulevard for the proposed 4-story building.

5. The Applicant has submitted an Application to the Board for Preliminary and Final Major Site Plan Approval, providing the Board with:



- a. Application submission letter, prepared by the Applicant's Attorney, Allan H. Ettenson, Esquire, Taenzer and Ettenson, dated 07/31/23;
  - b. Standard Development Application;
  - c. Preliminary and Final Site Plan, prepared by Joseph A. Mancini, PE, Tri State Engineering, PC, dated 03/27/23 (10 sheets);
  - d. Board Resolution No.P-8-2023;
  - e. Final Plan of Lots, prepared by Anthony DeRosa, PLS, TriState Engineering, PC, dated 03/04/19, last revised 10/08/20 (Sheet 1 of 3);
  - f. Trip Generation Letter, prepared by Victor C. Anosike, PE, McMahon Associates, dated 12/28/22 (with NJDOT Traffic Count Data, Trip Generation Calculations for a 16,162 Strip Retail Use and Trip Generation and Calculations for a 4,040 square foot retail strip plaza, 93-seat high turnover restaurant and 45 apartment units);
  - g. Stormwater Management Report, prepared by Joseph A. Mancini, PE, dated 07/2023 (88 pages); and
  - h. Stormwater Management Measures Maintenance Plan and Field Manuals, prepared by Joseph A. Mancini, PE, 07/2018, last revised 07, 2023.
6. The taxes on the Property are current or exempt.
  7. The Applicant has paid and/or posted all required fees and agreed to keep the review escrow current.
  8. Proper notice of the application for Preliminary and Final Major Site Plan Approval has been given, based upon the certified list from the Office of the Edgewater Park Tax Assessor.
  9. The Applicant was represented at the January 18, 2024 Public Hearing by Alan Ettenson, Esquire, with Mario Lachanaris, RA, appearing as the Applicant's Architect and Anthony DeRosa, PE, appearing as the Applicant's Engineer; each being duly sworn, qualified, and recognized as expert witnesses in support of the Application.
  10. Mr. Ettenson represented to the Board that the Application for Preliminary and Major Site Plan Approval was consistent with the Use Variance previously granted to the Applicant for the 4-story building to include first floor retail and restaurant space and 45 non-age restricted apartments on the upper three floors.

11. Mr. DeRosa provided the following sworn testimony during the January 18, 2024 Public Hearing:

- a. He is the Applicant's Professional Engineer and previously testified during the Board's Use Variance Public Hearing;
- b. He describes the proposed improvements, including parking, landscaping, circulation and access/egress;
- c. The Applicant will comply with all comments/conditions identified in the November 30, 2023 Review Letter of Environmental Resolutions, including, underground stormwater storage, EV parking spaces, Make Ready parking spaces and EV ADA parking spaces;
- d. The restaurant will have outside seating but the outside seats will not be additional seating;
- e. A design standard waiver is required to permit the parking spaces to measure 9' by 20' and 9' by 18' rather than the 10' by 20' required; the proposed parking space dimension is appropriate for the proposed uses and site; and
- e. The Applicant will work with the Board Engineer and Board Planner to address the November 30, 2023 Review Letter.

12. Mr. Lachanaris provided the following sworn testimony during the January 18, 2024 Public Hearing:

- a. He is the Applicant's Licensed Architect and testified during the Board's hearing for the Applicant's Use Variance Application;
- b. There has been no change to the size of the building, the retail space, the restaurant space or the number of apartments;
- c. The bedroom breakdown of the apartment units has been revised since Use Variance Approval in order to comply with the Township's Affordable Housing Requirements with the number of 1-bedroom and 3-bedroom apartments increasing and the number of 2-bedroom units decreasing;
- d. The building will be fully sprinklered; and
- e. He described the building's exterior attributes.

13. During the public portion of the January 18, 2024 Hearing, residents of the adjacent Eagle Chase residential development raised noise and parking concerns that will be caused by the development of the Property.

14. The Board Engineer and Planner reviewed the November 30, 2023 Review Letter and had no objection to the parking space waiver requested by the Applicant. They further testified that no additional variances would be required for the proposed development and they had no objection to the Application as the Applicant's agents and representatives testified that the Applicant would satisfy all comments and conditions identified in the Review Letter.

**AND WHEREAS**, based upon the above factual findings, the Planning Board of the Township of Edgewater Park has come to the following conclusions:

1. The Applicant has submitted a Complete set of plans so that the Board has the necessary information to make a decision on the application for Preliminary and Final Major Site Plan Approval.

2. A waiver of the design standard for parking space dimension to permit 9' by 18' and 9' by 20' parking spaces is not unreasonable for the proposed development of the Property.

3. The Applicant has satisfied the requirements for Site Plan Approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the Township of Edgewater Park, on the 18<sup>th</sup> day of January, 2024, that this Board hereby grants to the Applicant (i) a design standard waiver to permit 9' by 18' and 9' by 20' parking spaces and (ii) Preliminary and Final Major Site Plan Approval for the proposed 4-story mixed use building, as proposed by the Applicant, in accordance with the Plans, Testimony and Exhibits submitted by the Applicant, with Variance Approval subject to the following conditions:

a. Subject to the Applicant obtaining all other approvals that may be required for the development, including, but not limited to Burlington County Planning Board approval, Burlington County Soil Conservation District approval, New Jersey Department of Transportation approval and New Jersey Department of Environmental Protection approval.

b. Proof that the Applicant has applied for the necessary approval(s) from all other agencies having jurisdiction over the Applicant's use of the Property shall be filed with the Township's Land Use Coordinator.

c. The fulfillment of all other conditions precedent shall forthwith be reported in writing to the Township, which may cause such reports to be verified in an appropriate manner.

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Only upon the fulfillment of the conditions shall the required subdivision plat be executed and building permits, certificates of occupancy or zoning permits be issued.

d. Subject to the sworn testimony and representations of the Applicant's witnesses and representatives at the April 20, 2023 Public Hearing for Use Variance Approval and the January 18, 2024 Public Hearing for Site Plan Approval, whether or not formalized in Resolution No. P-8-2023 or this Resolution.

e. Subject to Resolution No. P-8-2023.

f. Subject to the Applicant's escrow account for the review of its Application being current.

g. Nothing herein contained shall be deemed to waive or modify the requirement that the Applicant obtain from any and all other agencies having jurisdiction in this matter, any and all approvals required by law and this approval is specifically conditioned upon the Applicant obtaining those approvals.

h. Subject to the submission of revised plans complying with the comments of the Board Professionals and with this Resolution, as required.

i. Subject to the Applicant posting all required inspection fees and performance and maintenance guarantees, required by the Municipal Land Use Law of the State of New Jersey for construction of the development, as approved.

j. Subject to the Applicant applying for and receiving all permits that are required prior to the commencement of construction. This Approval does not guarantee the issuance of any permit as the Applicant is required to comply with all other applicable codes, ordinances, rules, regulations and statutes for the issuance of such permits.

k. Subject to the Site Pla, as revised, being submitted to the Township's Fire Official for review and approval.

l. Subject to the Certificate of Occupancy to be issued for the restaurant noting that the maximum number of seats shall not exceed 67 seats.

m. Subject to the Applicant working with the Board Engineer and Board Planner to address the comment and conditions identified in their November 30, 2023 Review Letter and for proper screening of the commercial space from the adjoining residential use.

n. Subject to the review comments of the Board Engineer and Board Planner as contained in the November 30, 2023 Review Letter of Environmental Resolutions, Inc., by

**RT130S, LLC - NO. P-5-2024**

Rakesh R. Darji, PE, PP, CME and Edward Fox, AICP, PP, except as same may be modified by this Resolution.

**ROLL CALL VOTE**

Those in Favor: 9  
Those Opposed: 0  
Those Abstaining: 0

**CERTIFICATION**

I hereby certify that this foregoing Resolution is a true memorializing resolution, as adopted by the Planning Board of the Township of Edgewater Park in accordance with its decision at its regular meeting on January 18, 2024.

**THE PLANNING BOARD OF THE  
TOWNSHIP OF EDGEWATER PARK**

  
MARIAN JOHNSON, CHAIRWOMAN

**Attested:**

  
PATRICIA CAHALL, SECRETARY

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

Date of Approval: January 18, 2024

Date of Memorialization: February 15, 2024



**PLANNING BOARD OF THE TOWNSHIP OF EDGEWATER PARK**

**RESOLUTION NO. P-8-2023**

**CONCERNING THE APPLICATION OF  
RT 130S, LLC  
FOR VARIANCE APPROVAL**

**WHEREAS**, RT 130S, LLC (the "Applicant"), has applied to the Planning Board of the Township of Edgewater Park (the "Board" or "Planning Board") for Bulk and Use Variance Approval for property located at 4329 US Route 130, known as Block 1202.11, Lot 21 (the "Property") on the Official Tax Map of the Township of Edgewater Park, for the purpose of constructing a mixed residential and commercial use consisting of first floor retail commercial and restaurant uses and forty-five (45) non-age restricted residential apartments on the second, third and fourth floors; and

**WHEREAS**, the development of the Property previously received a front yard setback variance and preliminary major site plan approval for the construction of a 1-story 16,000 square foot retail building as part of a larger mixed-use development that included 136 fee simple townhouse lots and two (2) twelve-unit apartment buildings<sup>1</sup>; and

**WHEREAS**, a variance pursuant to *N.J.S.A. 40:55D-70(d)(1)* is required as the proposed residential apartment use is not permitted in the C-3 Highway Commercial Zoning District; and

**WHEREAS**, a variance pursuant to *N.J.S.A. 40:55d-70(c)* is required as the proposed building's setback to F. Parsons Boulevard is less than the 60 foot front yard setback required in the C-3 Zone; and

**WHEREAS**, the application for Variance Approval was deemed complete by the Board on April 20, 2023; and

**WHEREAS**, a public hearing to consider the application was held by the Planning Board on April 20, 2023, after appropriate public and personal notice was provided to all property owners within 200 feet of the Property and published in the Official Newspaper of the Township, as required by the land development regulations of the Township of Edgewater Park and the statutes of the State of New Jersey; and

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<sup>1</sup> See Board Resolutions P-8-2019 and P-11-2019.

**WHEREAS**, the Applicant presented evidence to the Board through testimony, plans and other evidence; and

**WHEREAS**, the following Exhibits were introduced by the Applicant during the April 20, 2023 Public Hearing:

- A-1 Architectural Plans, prepared by Mario Lachanaris, RA, dated 01/24/23 (4 sheets);
- A-2 Color Rendering of proposed mixed-use building;
- A-3 Use Variance Plan, prepared by Joseph A. Mancini, PE, Tristate Engineering and Surveying, PC; and
- A-4 Site Plan approved in 2019; and

**WHEREAS**, the Board after carefully considering the evidence presented by the Applicant in support its application for Variance Approval, and after the meeting was opened to the public for their questions, comments and input, has made the following findings of fact:

1. The Applicant is the owner of the Property, approximately 2.85 acres located in the Township's C-3 Highway Commercial Zoning District. The Property has frontage along U.S. Route 130 and F. Parsons Boulevard and is unoccupied with an existing asphalt drive and paved drives adjacent to a Pep Boys Auto Parts and Service Center located on an adjoining Lot.
2. The Property is part of a mixed use development that received prior Board approvals for residential and commercial use, which include 136 fee simple townhouses and 24 apartments on adjacent parcels and the development of the Property with a 16,000 square foot retail building and 81 parking spaces.
3. The Applicant is now proposing to develop a mixed residential and commercial use on the Property rather than the 16,000 square foot retail building previously approved by the Board, as memorialized by Resolution No. P-11-2019.
4. The Applicant is proposing a four story building with 9,000 square feet of first floor retail commercial and restaurant area and forty-five (45) non-aged restricted residential apartments on the second, third and fourth floors.
5. The proposed retail commercial and restaurant uses are permitted uses in the C-3 Zoning District.

6. The proposed apartment use is not permitted in the C-3 Zoning District and the Applicant has filed an Application<sup>2</sup> for "c" and "d" variance relief and has provided the Board with the following:

- a. Use Variance Plan, prepared by Joseph A. Mancini, PE, Tristate Engineering and Surveying, PC, dated 12/19/22;
- b. Architectural Plans, prepared by Mario Lachanaris, RA, dated 01/24/23, consisting of Cover Sheet with Front and South Elevations (Sheet 1 of 4), First Floor Plan (Sheet 2 of 4), Upper Floor Plans (Sheet 3 of 4) and Rear and North Elevations (Sheet 4 of 4); and
- c. Trip Generation Letter, prepared by Victor C. Anosike, PE, McMahon Associates, dated 12/28/22 (5 pages) with NJDOT Traffic Count Data (Attachment A - 2 pages), Trip Generation Calculations and Land Use Descriptions Previously Approved for 16,162 square foot Retail Strip (Attachment B- 6 pages), Trip Generation Calculations and Land Use Descriptions for 4,040 square foot Retail Strip and 93-Seat High Turnover Restaurant and 45 Apartments (Attachment C - 35 pages) and NJDOT Access Permit A-130-S-21144-2019 (Attachment D).

7. The taxes on the Property are current or exempt.

8. The Applicant has paid and/or posted all required fees and agreed to keep the review escrow current.

9. Proper notice of the application for Variance Approval has been given, based upon the certified list from the Office of the Edgewater Park Tax Assessor.

10. The following variances are required for the proposed development of the Property:

- a. Use variance for the proposed 45 non-age restricted apartments;
- b. Height variance for the proposed 4-story building, exceeding the 3-story height limit by more than 10%; and
- c. Front yard setback - 60 feet required, 45 feet proposed to F. Parsons Boulevard.

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<sup>2</sup> The Applicant has elected to bifurcate its Application, deferring site plan consideration to the future.

11. The Applicant was represented at the April 20, 2023 Public Hearing by Alan Ettenson, Esquire, with Mario Lachanaris, RA, appearing as the Applicant's Architect; Anthony DeRosa, PE, appearing as the Applicant's Engineer; Daniel McGinnis, PE appearing as the Applicant's Traffic Engineer and James Miller, PP, appearing as the Applicant's Planner, each being duly sworn qualified, and recognized as expert witnesses in support of the application.

12. Mr. Ettenson made the following representations to the Board during the April 20, 2023 Public Hearing:

- a. The best use of the Property is a mixed-use of retail, restaurant and apartments, not just retail;
- b. The Applicant will comply with the Township's Affordable Housing requirements and will provide a 15% set aside of 7 affordable units, with 2 of the affordable units being 3 bedroom apartments, as well as complying with the non-residential development fee requirement; and
- c. The Applicant will comply with the parking requirements for the proposed mixed-use building;
- d. Variance approval, if granted by the Board for the proposed development, would require the submission of a site plan application and Board approval.

13. Mr. Lachanaris provided the following sworn testimony during the April 20, 2023 Public Hearing:

- a. He is the Applicant's Licensed Architect with 20 plus years of experience;
- b. The proposed building will be L-shaped, four-stories, 44 feet in height, with the short side of the L's first floor being opened for vehicle access to covered apartment entrance at the rear of the building;
- c. Three retail stores, approximately 4000 square feet, and one (1) 93-seat restaurant, approximately 3,000 square feet, are located on the first floor, with the retail stores facing Route 130;
- d. The first floor will also include a lobby space for the upper floor apartments, including stairways, elevators and mechanical rooms;

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- e. In order to comply with the parking requirements, at the time of site plan approval, the area for the retail store use and the number of restaurant seats may be reduced with a corresponding increase to the apartment's lobby area;
- f. There will be 15 apartment units on each of the upper floors with twenty-six (26) 1-bedroom apartments, seventeen (17) 2-bedroom apartments and two (2) 3-bedroom apartments;
- g. The exterior of the building will include a mansard roof on the fourth floor and gables on the front, rear and sides;
- h. The elevator shaft projection will be stucco and the building's mechanicals will include a parapet for screening;
- i. The proposed building extends further back along F. Parsons Boulevard than the 16,000 square foot retail strip building but will not project further into the front yard setback than the 45 foot setback variance previously granted.

13. Mr. DeRosa provided the following sworn testimony during the April 20, 2023 Public Hearing:

- a. He is the Applicant's Professional Engineer with over 20 years of professional experience;
- b. The size of the parcel, the basin and the entrance drives are the same as approved in 2019 for the 1-story, 16,000 square foot retail building;
- c. The first floor foot print of the proposed 4-story building is approximately 9,000 square feet, excluding the open area in the rear of the building;
- d. Sidewalk will be provided around the building;
- e. A designated loading area will be provided;
- f. Outdoor dining is not part of the current application;
- g. The site plan will include electric vehicle parking spaces.

14. Mr. McGinnis provided the following sworn testimony during the April 20, 2023 Public Hearing:

- a. He is the Applicant's Traffic Engineer;



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- b. There will be an increase of 25 morning peak hour trips for the mixed use building than the number of morning peak hour trips for the 16,000 square foot retail building approved in 2019;
- c. There will be a decrease of 56 p.m. peak hour and 47 Saturday trips for the mixed use building;
- d. No further NJDOT approval is required and the previously issued Access Permit remains valid as the proposed development does not represent a substantial change from the previously approved retail building, per NJDOT guidelines and regulations;
- e. The parking spaces for the mixed-use building will measure 9 feet by 18 feet, consistent with the variance previously granted for the retail building;
- f. The distribution of moving traffic with respect to vehicles exiting the site to access Route 130 North should be the same for the proposed mixed use when compared to the distribution of the previously approved retail use.

15. Mr. Miller provided the following sworn testimony during the April 20, 2023 Public Hearing:

- a. He is the Applicant's Professional Planner with 40 plus years of experience;
- b. The Property is located at the NE corner of Route 130 and F. Parsons Blvd. in the C-3 Zoning District of the Township;
- c. The C-3 Zone permits retail and service uses, offices, financial institutions, restaurants, and shopping centers;
- d. The surrounding zoning is C-3 along Route 130 and R-AR-1 to the rear of the lot;
- e. The surrounding uses are a townhouse development to the North; auto repair, self-storage facility and a large strip center to the East; a strip commercial site within Willingboro, including fast food outlets, and a large and mostly vacant shopping center to the South and the Pep Boys to the West;
- f. The subject lot had been approved for a retail center with 16,000 square feet of retail space and 81 parking spaces;

- g. The Applicant seeks approval to replace the retail center with a mixed-use building containing a restaurant, retail space suited for small service uses such as hair and nail salons, boutique retail or professional offices and 26 one-bedroom apartments, 17 two-bedroom apartments, and 2 three-bedroom apartments in three floors above the retail use;
- h. The Apartments will comply with Affordable Housing requirements for a 15% set aside of affordable units for a total of 7 affordable apartment units, with 2 being 3-bedrooms;
- i. Parking for will be provided for 129 vehicles and comply with the applicable codes;
- j. If necessary to comply with the parking requirements of the Ordinance, the Applicant will convert portions of the restaurant and commercial space for additional amenities for the apartments that would not increase parking demand such as meeting or workout rooms;
- k. The relief requested is a d(1) use variance to allow the proposed residential apartment use which is excluded from the C-3 Zone and a c(2) variance to permit a 45 foot setback on F. Parsons Blvd.;
- l. The requested c(2) variance and if required, a d(6) height variance, is subsumed within the d(1) variance in accordance with Price v. Himeji, as ancillary to the d(1) and governed by the same proofs;
- m. As it relates to the height requirements of the C-3 Zone, the building height will be just below the 45 foot maximum height permitted in the C-3 Zone, however, the number of stories permitted is 3-stories, 4-stories are proposed; if required by the Board, a d(6) height variance is requested;
- n. Addressing the positive criteria, special reasons justify the requested use variance as the relief sought advances MLUL purposes;
- o. The MLUL purposes advance include purpose "a" - to encourage municipal action to guide the appropriate use or development of all lands in this State, in a manner that will promote the public health, safety, morals, and general welfare; purpose "g" - to provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational,

- commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey citizens and purpose "i" - to provide a desirable visual environment through creative development techniques and good civic design and arrangement;
- p. To support the grant of a use variance, it must be shown that the site is "particularly suited" for proposed use;
  - q. The Property is particularly suited for the proposed mixed-use as the mixed-use building is an appropriate element of the planned community, the site in question is the last section of a mixed-use development extending over two zoning districts, and this development combines multi-family housing with commercial uses and will fill a portion of the Township's affordable housing obligations through the required set aside;
  - r. The proposed mixed-use building is consistent with the mixed-use character of the overall development and is consistent with the shift to more multi-family residential uses which have been occurring along the Route 130 corridor and contributed to its redevelopment and renewal;
  - s. The mixed-use building responds to recent trends and development constraints that evolved subsequent to the approvals and agreements in place when the original design concept was approved;
  - t. The original concept plan for the development of the overall tract dates from 2018 and during the following years, the Covid pandemic and the ongoing shift to online retail have resulted in a contraction of the demand for retail space in strip centers;
  - u. The vacancies in the strip centers along the Route 130 corridor are evidence of these trends;
  - v. While strip centers have struggled there are uses that remain viable for highway locations, including food services such as restaurants; service uses that do not compete with on-line retailers such as nail and hair salons, barbers, and similar uses that require in-person service; and professional

- practices that involve visitation that cannot be accommodated remotely or in a home office such as dental or physical therapy services;
- w. These type of business uses often locate on the ground floor of residential buildings in business districts where mixed-use buildings are permitted;
  - x. The proposed mixed-use building has been designed to adjust to current development trends and will provide a more viable use for the site;
  - y. The 3-story, 45 foot height standard of the ordinance is intended to ensure that a building has an attractive pitched roof; the Applicant's design with a mansard roof satisfies the intent of the height requirement;
  - z. With a setback of 100 feet from Route 130, there is less visual impact of this 4-story building;
  - aa. Addressing the negative criteria, the proposed mixed-use will not result in a substantial detriment to the public good and the proposed use will not impair the intent of the zone plan and zoning ordinance;
  - bb. The general welfare prong of the negative criteria is usually satisfied by showing that the proposed use will not adversely impact the immediate neighborhood;
  - cc. The proposed use has no potential to adversely impact the surrounding area, it will contain a residential use compatible with the residential sections of the planned community, both are multi-family uses with similar impacts, and the non-residential uses are less intense than those that were originally slated for this site;
  - dd. The proposed use will also be compatible with the adjoining business uses as the site is large enough to separate the mixed-use complex from neighboring uses and structures that combine ground level business uses with upper-level residential apartments are generally compatible with business districts;
  - ee. A public benefit is provided by including the required affordable housing units;
  - ff. The granting of this variance can be reconciled with the failure to include this use in the C-3 District and the relief requested will not substantially

impair the intent or purpose of the zone plan and zoning ordinance as the proposed mixed-use is the final phase of a mixed-use development; the uses it contains were elements of this project which combined multi-family and commercial uses into pods; the proposed plan would combine these uses on one lot, but the elements of the mixed-use would be similar with the character and impact of those in the balance of the project, a combination of multi-family residential and business uses; and it will also provide a more viable development option that responds to changes in development patterns that occurred following the initial approvals for this community;

- gg. The overall development and this segment of the project also contributes to the implementation of the Township's Housing Element and Fair Share Plan;
- hh. These factors combine to reconcile the relief sought with the policies contained in the zone plan and zoning ordinance and show that the requested relief will not result in a substantial impairment of the intent and purpose of the zone plan and zoning ordinance;
- ii. The relief requested satisfies the negative criteria and will not significantly impair the intent and purpose of the zone plan and zoning ordinance.

17. The following questions and comments were made by the public during the April 20, 2023 hearing:

- a. Steven Craig who was concerned with improvements close to the adjacent auto repair facility;
- b. Jeff Stephenson who expressed concerns about the lack of benefit to the Township and the number of children who will reside in the new apartments;
- c. Cal Stephenson who was concerned with the 4-story height of the building as it relates to emergencies and the equipment required.

18. Rakesh Darji, the Board Engineer testified that a 15 foot wide buffer area is adjacent to the auto repair facility; the number of children anticipated will be no more than 8 children, based on the number of bedrooms proposed for each apartment; the Property is



approximately 7 feet lower than Route 130 where the building will be constructed and that the building does not exceed the 45 foot maximum height permitted in the C-3 Zone. Mr. Darji recommended that the Applicant not decrease the size of the retail space and the number of restaurant seats if compliance with parking requirements can be demonstrated even if all parking is not located on the Property.

**AND WHEREAS**, based upon the above factual findings, the Planning Board of the Township of Edgewater Park has come to the following conclusions:

1. The Applicant has submitted a Complete set of plans so that the Board has the necessary information to make a decision on the application for Variance Approval.
2. This application relates to a specific piece of property and the purposes of the zoning laws of the State of New Jersey and of the zoning ordinance of the Township of Edgewater Park would be advanced by the deviation from the zoning ordinance requirement pertaining to use, height and front yard setback, as specified herein, as requested by the Applicant.
3. The benefits of the deviation from the zoning ordinance requirements specified herein would substantially outweigh any detriment to the public good as variance approval and the development of the Property as proposed will promote the safety, health and general welfare of the community.
4. Relief as requested by the Applicant can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the zone plan and zoning ordinance of the Township of Edgewater Park.

**NOW, THEREFORE, BE IT RESOLVED** by the Zoning Board of Adjustment of the Township of Edgewater Park, on the 20th day of April, 2023, that this Board hereby grants to the Applicant (i) a variance pursuant to *N.J.S.A. 40:55D-70(d)(1)* to permit the development of the Property to include 45 non-age restricted rental apartments; (ii) a variance pursuant to *N.J.S.A. 40:55D-70(d)(6)* to permit a 4-story mixed-use building and (iii) a variance pursuant to *N.J.S.A. 40:55D-70(c)(2)* to permit a front yard setback of 45 feet to F. Parsons Boulevard for the proposed mixed-use building, as proposed by the Applicant, in accordance with the Plans, Testimony and Exhibits submitted by the Applicant, with Variance Approval subject to the following conditions:

**RT130S, LLC - NO. P-8-2023**

a. Subject to the Applicant obtaining all other approvals that may be required for the development, including, but not limited to Burlington County Planning Board approval, Burlington County Soil Conservation District approval, New Jersey Department of Transportation approval and New Jersey Department of Environmental Protection approval.

b. Proof that the Applicant has applied for the necessary approval(s) from all other agencies having jurisdiction over the Applicant's use of the Property shall be filed with the Township's Land Use Coordinator.

c. The fulfillment of all other conditions precedent shall forthwith be reported in writing to the Township, which may cause such reports to be verified in an appropriate manner. Only upon the fulfillment of the conditions shall the required subdivision plat be executed and building permits, certificates of occupancy or zoning permits be issued.

d. Subject to the sworn testimony and representations of the Applicant's witnesses and representatives at the April 20, 2023 Public Hearing.

e. Subject to Preliminary and Final Site Plan Approval for the development of the Property consistent with the grant of the variances identified in this Resolution.

f. Subject to the Applicant complying with the applicable conditions contained in Resolution No. P-8-2019 and Resolution No. P-11-2019, of Resolution No.

g. Subject to the Applicant's escrow account for the review of its Application being current.

h. Nothing herein contained shall be deemed to waive or modify the requirement that the Applicant obtain from any and all other agencies having jurisdiction in this matter, any and all approvals required by law and this approval is specifically conditioned upon the Applicant obtaining those approvals.

i. Subject to the review comments of the Board Engineer and Board Planner as contained in the undated Review Letter of Environmental Resolutions, Inc., by Rakesh R. Darji, PE, PP, CME and Edward Fox, AICP, PP, except as same may be modified by this Resolution.

ROLL CALL VOTE

Those in Favor: 6

Those Opposed: 1

Those Abstaining: 0

CERTIFICATION

I hereby certify that this foregoing Resolution is a true memorializing resolution, as adopted by the Planning Board of the Township of Edgewater Park in accordance with its decision at its regular meeting on April 20, 2023.

THE PLANNING BOARD OF THE  
TOWNSHIP OF EDGEWATER PARK



MARIAN JOHNSON, CHAIRWOMAN

Attested:



PATRICIA CAHALL, SECRETARY

Dated: May 18, 2023

Date of Approval: April 20, 2023

Date of Memorialization: May 18, 2023

**EXHIBIT K – CREDITING DOCUMENTATION FOR EDGEWATER PARK SENIOR  
APTS. (WALTERS GROUP) SITE**

Mortgage Amount	1,756,112	HMFA #	07958
Mortgage Interest Rate	7.20 %	Prepared by:	Matt Kondrup
Term (years)	30 Yrs.	Reviewed by:	
Amortization (Y,S,M)	M		07/22/24
FMR Area	Burlington		

The Interest rate has been reduced by: [redacted] basis points as the Cost-of-Issuance is being paid out-of-pocket by the sponsor.

Date of Income Limits Chart Used: 05/01/24  
Date of Utility Chart Used: 10/01/23

\* Indicate on a separate line which apartment is for the Superintendent.  
If it's rent-free, put \$0 in the Rent column.

\*\* Indicate "Low", "Mod" or "Mlt" AND the percentage of median income. NOTE: The percentage listed in this section is merely the percentage of the Gross Rent as to the applicable Area Median Income.  
Low Income - 50% or less of median income  
Moderate Income - 50% to 80% of median income  
Market Income - 80%+ of median income

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

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

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

Borrowing Entity: <u>Edgewater Park Senior Apartments LLC</u>		HMFA# <u>07958</u>		
Dev. Name: <u>Edgewater Park Senior</u>		Prepared by: <u>Matt Kondrup</u>		<u>07/22/24</u>
		Reviewed by:		
		(Director of Asset Management - <u>Expenses Only</u> )		<u>Date</u>
<b>RENTAL INCOME</b>				
Apartment Rents		\$	<u>689,940</u>	
Vacancy Loss	( <u>5.00</u> % )		<u>34,497</u>	
NET APT. RENTS			<u>655,443</u>	
Commercial Income		\$	<u></u>	per Sq. Ft.
Garage & Parking			<u></u>	per Sq. Ft.
Commercial Vacancy	<u></u> %		<u></u>	
NET COMMERCIAL RENTALS			<u></u>	
TOTAL RENTAL INCOME		\$	<u>655,443</u>	



Low Income Housing Tax Credit Reservation List  
Between 12/10/2024 and 12/10/2024  
Family Cycle

LITC #:	Project	Developer	Family /Senior	Primary Contact Name and Phone	Affordable units	Total units	LIHTC Type	Allocation
2401	Springview 569 Springfield Avenue Newark City Essex	Foya Development Group LLC. 1212 Springfield Avenue Irvington NJ 07111	F	Adenah Bayoh (973) 371-2222	63	63	New	12/10/2024 \$2,000,000.00
2402	Phoenix Family Village Ph. III Pamphylia Drive and Burlington Bridgeton City Cumberland	Eastern Pacific Development 1181 East Landis Avenue, Suite 6 Vineland NJ 08361	F	Hans Lampart 856-305-6497	54	54	New	12/10/2024 \$2,000,000.00
2403	Oak Hill Farm 1964 E. Oak Road Vineland City Cumberland	Eastern Pacific Development 1181 East Landis Avenue, Suite 6 Vineland NJ 08361	F	Hans Lampart 856-305-6497	56	56	New	12/10/2024 \$2,000,000.00
GRAND TOTALS	Projects: 3				173	173		\$6,000,000.00

Low Income Housing Tax Credit Reservation List  
Between 12/10/2024 and 12/10/2024  
Senior Cycle

LITC #:	Project	Developer	Family /Senior	Primary Contact Name and Phone	Affordable units	Total units	LIHTC Type	Allocation
2404	Phoenix Senior Village Ph. I Pamphylia Drive and Burlington Bridgeton City Cumberland	Eastern Pacific Development 1181 East Landis Avenue, Suite 6 Vineland NJ 08361	S	Hans Lampart 856-305-6497	64	64	New	12/10/2024 \$1,600,000.00
2405	Edgewater Park Senior 220 Delanco Road Edgewater Park Twp. Burlington	Walters-Cornerstone Development LLC 21 E. Euclid Ave, #200 Haddonfield NJ 08033	S	Joseph Del Duca 856-354-2100, Ext. 102	58	58	New	12/10/2024 \$1,600,000.00
2406	Esterbrook Senior Residences 1410 Esterbrook Avenue Rahway City Union	Foresight Affordable Housing 6601 Ventnor Avenue, Suite 23 Ventnor NJ 08406	S	Nelson Morgan, III. 609-823-2500	58	58	New	12/10/2024 \$1,153,846.00
GRAND TOTALS	Projects: 3				180	180		\$4,353,846.00

Modified Date: 11.17.2015

# Low Income Housing Tax Credit Reservation List

## Between 12/10/2024 and 12/10/2024

### Supported Housing Cycle

LITC #:	Project	Developer	Family /Senior	Primary Contact Name and Phone	Affordable units	Total units	LIHTC Type	Allocation
2408	Freedom Village at Circle Haven Breakneck Road & Cedar Road Harrison Twp. Gloucester	Project Freedom Inc. 1 Freedom Boulevard Lawrence NJ 08648		Tracee Battis 609-278-0075	48	48	New	12/10/2024 \$1,563,018.00
2409	The Willows at Jackson Mills 55 Jackson Mills Road Freehold Boro Monmouth	Ingberman Development Company, LLC 5 Powell Lane Collingswood NJ 08108		Brad Ingberman 856.662.1730	46	46	New	12/10/2024 \$1,290,000.00
GRAND TOTALS	Projects: 2				94	94		\$2,853,018.00

# Low Income Housing Tax Credit Reservation List

## Between 12/10/2024 and 12/10/2024

### Mixed Income Cycle

LITC #:	Project	Developer	Family /Senior	Primary Contact Name and Phone	Affordable units	Total units	LIHTC Type	Allocation
2407	Asbury Avenue Apts. 1012 Asbury Avenue Asbury Park City Monmouth	Asbury Avenue Developers LLC 1865 Palmer Avenue Larchmont NY 10538		Jonathan Cortell 845-222-6910	55	101	New	12/10/2024 \$1,886,142.00
GRAND TOTALS	Projects: 1				55	101		\$1,886,142.00

**EXHIBIT L – MARKET-TO-AFFORDABLE PROGRAM CREDITING DOCUMENTATION**



**RECORDING INFORMATION SHEET**49 RANCOCAS RD,  
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5257325

DOCUMENT TYPE:

CONSENT

Official Use Only

Document Charge Type CONSENT

Return Address (for recorded documents)

MASON GRIFFIN & PIERSON  
101 POOR FARM ROAD PO BOX 391  
PRINCETON NJ 08540TIMOTHY D. TYLER  
BURLINGTON COUNTYRECEIPT NUMBER  
8362700RECORDED ON  
November 07, 2016 10:50 AMINSTRUMENT NUMBER  
5257325BOOK: OR13248  
PAGE: 6590

No. Of Pages

(Excluding Recording Information and/or Summary Sheet)

2

Consideration Amount

\$0.00

Recording Fee

\$40.00

Realty Transfer Fee

\$0.00

Total Amount Paid

\$40.00

Municipality

EDGEWATER PARK TWP

Parcel Information

Block: 502.01

Lot: 1

First Party Name

ARBOR GREEN CONDO ASSOC

Second Party Name

SALT &amp; LIGHT CO INC

Additional Information (Official Use Only)



5257325

Ctrl Id: 5462604 Recording Clerk: nsmith

\*\*\*\*\* DO NOT REMOVE THIS PAGE \*\*\*\*\*  
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD  
\*\*\*\*\* RETAIN THIS PAGE FOR FUTURE REFERENCE. \*\*\*\*\*

After Recording Return To:  
Mason, Griffin & Pierson, P.C.  
Kristina P. Hadinger  
101 Poor Farm Road  
Princeton, NJ 08540

BURLINGTON COUNTY  
CLERK

**ARBOR GREEN CONDOMINIUM ASSOCIATION**  
**14000 Horizon Way, Suite 200, Mount Laurel, NJ 08057**  
**CONSENT AND APPROVAL FOR SALE, TRANSFER OR LEASE**

2016 OCT 17 AM 8:42

RECEIVED

In accordance with the provisions of §§11-12 of the Master Deed Creating and Establishing Arbor Green Condominium, located in Burlington County, New Jersey, consent and approval is hereby granted to:

Name(s): The Secretary of Veterans Affairs Unit No. 5N2 \*\*

For the Sale X Transfer \_\_\_\_\_ Lease \_\_\_\_\_ of the above condominium unit to:

Name(s): The Salt & Light Company, Inc. Attn: Ken R. Pipes, President  
(Name of new owner)

Address: P.O. Box 249

City/State/Zip Code: Mt. Holly, NJ 08060  
\*\* Also known as 275 Green Street, Block 502.01, Lot 1, Qualifier: C5N02, Edgewater Park,  
Burlington County  
Realtor Name, Address & Telephone No. (if any): \_\_\_\_\_

Approval is conditioned and granted upon the following:

1. Purchaser/transferee shall assume all obligations and responsibilities of ownership as set forth under the terms and conditions of the Master Deed, Declaration of Condominium, Articles of Incorporation and Bylaws as they pertain to the above unit.
2. Seller/transferor shall make all appropriate condominium documents available to the proposed purchaser/transferee, including all rules and regulations as they pertain to the above unit and to the community.
3. The above unit is an affordable housing unit under the control of the Township of Edgewater Park as part of its affordable housing program, and governed by State and local affordable housing rules, regulations and restrictions.

BURLINGTON COUNTY  
CLERK  
2016 NOV - 1 AM 8:28  
RECEIVED

4. Purchaser/transferee does not need to seek approval from the Association for each change of tenancy, provided that the unit remains an affordable housing unit under the control of the Township of Edgewater Park and subject to all State and local affordable housing rules, regulations and restrictions.

ARBOR GREEN CONDOMINIUM ASSOCIATION

By: Pamela Gleason  
(Board member signature)

Date: 2/8/2016

Pamela Gleason  
(Printed name of signing member)  
Pamela Gleason, Member

Maryanne Bennett  
(Attest: Board secretary signature)

Date: 2/11/2016

Maryanne Bennett  
(Printed name of Board secretary)

Maryanne Bennett, Board Secretary

STATE OF NEW JERSEY:

COUNTY OF Burlington SS

I CERTIFY that on March 8, 2016, Pamela Gleason, agent/board member of Arbor Green Condominium Association personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his/her own act on behalf of Arbor Green Condominium Association.

Signed and sworn to before me on March 8, 2016

Jeanne M Ritts  
A Notary Public/Attorney of the State of New Jersey

Jeanne M Ritts

My Commission Expires

Nov. 6, 2018

(cc)

**RECORDING INFORMATION SHEET**49 RANCOCAS RD,  
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5257326

DOCUMENT TYPE:

CONSENT

Official Use Only

Document Charge Type | CONSENT

Return Address (for recorded documents)

MASON GRIFFIN & PIERSON  
101 POOR FARM ROAD PO BOX 391  
PRINCETON NJ 08540TIMOTHY D. TYLER  
BURLINGTON COUNTYRECEIPT NUMBER  
8362700  
RECORDED ON  
November 07, 2016 10:50 AMINSTRUMENT NUMBER  
5257326BOOK: OR13248  
PAGE: 6593

No. Of Pages

(Excluding Recording Information and/or Summary Sheet)

2

Consideration Amount

\$0.00

Recording Fee

\$40.00

Realty Transfer Fee

\$0.00

Total Amount Paid

\$40.00

Municipality

EDGEWATER PARK TWP

Parcel Information

Block: 502.01

Lot: 1

First Party Name

ARBOR GREEN CONDO ASSOC

Second Party Name

SALT &amp; LIGHT CO INC

Additional Information (Official Use Only)



5257326

Ctrl Id: 5462613 Recording Clerk: nsmith

\*\*\*\*\* DO NOT REMOVE THIS PAGE. \*\*\*\*\*  
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After Recording Return To:  
Mason, Griffin & Pierson, P.C.  
Kristina-P. Hadinger  
101 Poor Farm Road  
Princeton, NJ 08540

RECEIVED  
016 OCT 17 AM 8:42  
BURLINGTON COUNTY  
CLERK

**ARBOR GREEN CONDOMINIUM ASSOCIATION**  
**14000 Horizon Way, Suite 200, Mount Laurel, NJ 08057**  
**CONSENT AND APPROVAL FOR SALE, TRANSFER OR LEASE**

In accordance with the provisions of §§11-12 of the Master Deed Creating and Establishing Arbor Green Condominium, located in Burlington County, New Jersey, consent and approval is hereby granted to:

Name(s): Kate F. Connor, Secretary of Housing and Urban  
Development of Washington, D.C., acting by and Unit No. 4J2 \*\*  
through the Federal Housing Commissioner  
For the Sale X Transfer \_\_\_\_\_ Lease \_\_\_\_\_ of the above condominium unit to:

Name(s): The Salt & Light Company, Inc. Attn: Ken R. Pipes, President  
(Name of new owner)

Address: P.O. Box 249

City/State/Zip Code: Mt. Holly, NJ 08060

\*\* Also known as 275 Green Street, Block 502.01, Lot 1, Qualifier: C4J02, Edgewater Park,  
Realtor Name, Address & Telephone No. (if any): \_\_\_\_\_ Burlington County

RECEIVED  
016 NOV - 7 A 8:29  
BURLINGTON COUNTY  
CLERK

Approval is conditioned and granted upon the following:

1. Purchaser/transferee shall assume all obligations and responsibilities of ownership as set forth under the terms and conditions of the Master Deed, Declaration of Condominium, Articles of Incorporation and Bylaws as they pertain to the above unit.
2. Seller/transferor shall make all appropriate condominium documents available to the proposed purchaser/transferee, including all rules and regulations as they pertain to the above unit and to the community.
3. The above unit is an affordable housing unit under the control of the Township of Edgewater Park as part of its affordable housing program, and governed by State and local affordable housing rules, regulations and restrictions.



4. Purchaser/transferee does not need to seek approval from the Association for each change of tenancy, provided that the unit remains an affordable housing unit under the control of the Township of Edgewater Park and subject to all State and local affordable housing rules, regulations and restrictions.

ARBOR GREEN CONDOMINIUM ASSOCIATION

By: Pamela Gleason  
(Board member signature)

Date: 2/8/2016

Pamela Gleason  
(Printed name of signing member)

Pamela Gleason, Member  
Maryanne Bennett  
(Attest: Board secretary (signature))

Date: 2/11/2016

Maryanne Bennett  
(Printed name of Board secretary)

Maryanne Bennett, Board Secretary

STATE OF NEW JERSEY:

COUNTY OF Burlington SS

I CERTIFY that on March 8, 2016, Pamela Gleason, agent/board member of Arbor Green Condominium Association personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his/her own act on behalf of Arbor Green Condominium Association.

Signed and sworn to before me on March 8, 2016

Jeanne M Ritts  
A Notary Public/Attorney of the State of New Jersey

Jeanne M Ritts

My Commission Expires

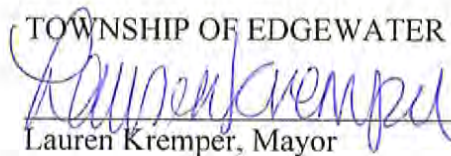
Nov. 6, 2018

cc


**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2017-163**

***RESOLUTION AUTHORIZING MANDATORY DEED RESTRICTION FOR RENTAL  
PROJECTS BETWEEN THE TOWNSHIP OF EDGEWATER PARK AND THE SALT &  
LIGHT COMPANY, INC. FOR THE AFFORDABLE HOUSING PROGRAM***

**BE IT RESOLVED**, by the Township Committee of the Township of Edgewater Park, in Burlington County, New Jersey that Mandatory Deed Restrictions for Rental Projects Between the Township of Edgewater Park and the Salt & Light Company, Inc. for the Affordable Housing Program is hereby approved, and the Mayor and Clerk are authorized to sign said First Amendment.

TOWNSHIP OF EDGEWATER PARK  
  
Lauren Krempfer, Mayor

I certify that the foregoing Resolution No. 2017-163 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held on October 17, 2017.

  
Colleen A. Treusch, RMC  
Municipal Clerk

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mr. Amutah	✓				2nd
Ms. Belgard	✓				
Mr. Johnson	✓				
Mr. Trainor	✓				
Mayor Krempfer	✓				1st

MANDATORY DEED RESTRICTION FOR RENTAL PROJECTS

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY  
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To Rental Property  
With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 17 day of October, 2018, by and between the Township of Edgewater Park (the "Municipality"), with offices at 400 Delanco Road, Edgewater Park, NJ 08010, and Salt and Light Company, Inc. a New Jersey Corporation having offices at 1841 Burlington-Mount Holly Road, Westampton, NJ 08060 the developer/sponsor (the "Owner") of a residential very-low and low-income rental project (the "Project").

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and a portion of the improvements thereon, that is located in the municipality of Edgewater Park, County of Burlington, State of New Jersey, and described more specifically as Block No. 502.1, Lot No. 1, Qualifier C4J02 and C5N02 (only), and known by the street address of:

Unit 4J2, Arbor Green Condominium, 275 Green Street, Edgewater Park, NJ  
Unit 5N2, Arbor Green Condominium, 275 Green Street, Edgewater Park, NJ

Unit 4J2 is designated as a very-low income unit.

Unit 5N2 is designated as a low-income unit.

No other units in Arbor Green Condominium are affected by this Deed Restriction.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), commencing upon the date hereof and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each of the two restricted units identified in Article 2 shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, each restricted unit must remain subject to the requirements of this subchapter for a period of at least fifty (50) years.

- A. Sale and use of the Property are governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for very-low or low-income households as designated in Article 2 respectively, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by Salt and Light Company, Inc. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Municipality.
- D. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

#### Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of very-low and low-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Owner has executed this Deed Restriction as of the date first above written.

The Salt & Light Company, Inc.

*Sonya T. Stackpole*  
Sonya T. Stackpole, Assistant Secretary

BY: Kent R. Pipes  
Kent R. Pipes, President

Colleen Treusch  
Linda Dougherty, Clerk  
Colleen Treusch

BY: Michael Trainer, Mayor  
Lauren Krempner

10/17/17  
Date

STATE OF NEW JERSEY )  
 ) SS:  
COUNTY OF BURLINGTON )

(f) at the same time subscribed her/his name to said Agreement as an attesting witness to the execution thereof.

Sonya T. Stackpole, Assistant Secretary

Signed and Sworn To Before Me  
This 6th Day of December, 2016.

Rebecca L. Ellis  
Notary Public  
State of New Jersey  
My Commission Expires 9/1



BE IT REMEMBERED that on <sup>October 27, 2017</sup> ~~December~~, 2016, before me the subscriber, a Notary Public or Attorney-at-Law of the State of New Jersey, personally appeared Linda M. Dougherty, who being by me duly sworn on her oath does depose and make proof to my satisfaction that:

- (a) she is the Township Clerk of the Township of Edgewater Park, the municipality named in the foregoing deed description;
- (b) she well knows the corporate seal of said corporation;
- (c) the seal affixed to said Agreement is the seal of said corporation;
- (d) said seal was so affixed and the said Agreement signed and delivered by Michael Trainor, who at the date thereof was the Mayor of said Township, in the presence of this deponent;
- (e) said Mayor at the same time acknowledged that he signed, sealed and delivered the same as his voluntary act and deed of said municipal corporation by virtue of authority from its governing body; and
- (f) at the same time subscribed her name to said Agreement as an attesting witness to the execution thereof.

Colleen Treusch  
Linda M. Dougherty, Township Clerk  
Colleen A. Treusch

Signed and Sworn To Before Me  
This 17<sup>th</sup> of ~~December, 2016~~  
October, 2017

Fallon Bures

**Fallon E Bures**  
**Notary Public**  
**New Jersey**  
**My Commission Expires 9-7-2022**  
**No. 50067625**



## THE AFFORDABLE HOMES GROUP

· The Salt & Light Company, Inc.

· Home Start, Inc.

· Homes of Hope

· Delta Real Estate

· Transitional Housing Services, Inc., dba People First!

OFFICE: 1841 Burlington-Mt. Holly Rd • Westampton, NJ 08060  
(609) 261-4571 • Fax (609) 261-2147 • [www.affordablehomesgroup.com](http://www.affordablehomesgroup.com)

November 16, 2016

### Certification

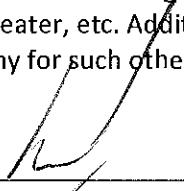
This is to certify that The Salt and Light Company, Inc., owner of the two properties at 275 Green Street, in the Arbor Green Condominiums, Edgewater Park, NJ, known more specifically as Unit 4J-2 (Block 502.1, Lot 1, Qualifier C4J02) and Unit 5N-2 (Block 502.1, Lot 1, Qualifier C5N02) agrees that the two units shall be restricted to occupancy by persons with a household income that satisfies the State of New Jersey affordable housing standards for a period of 50 years.

One unit shall be restricted to a low-income person / household and one shall be restricted to a very-low-income person / household as defined by State law as follows:

Unit 4J-2 shall be reserved for occupancy by a very-low income household (at or below 30% of area median income); and

Unit 5N-2 shall be reserved for occupancy by a low income household (at or below 50% of area median income).

Salt and Light Company, Inc. understands that in the future it may need additional support from the Township or other available private, county, state or federal sources to keep the interior maintenance at acceptable HUD Housing Quality Standards as well as State of New Jersey affordable housing standards. Subject to the availability of affordable housing development fee trust funds and subject to a supplemental agreement between Salt and Light Company and the Township, the Township may provide future funding for unit upgrades, ex: kitchen, bathroom, heating, central air conditioning, hot water heater, etc. Additionally, the Township agrees to support any funding application by Salt and Light Company for such other private, county, state or federal sources.

  
\_\_\_\_\_  
Kent R. Pipes, President  
[kent@affordablehomesgroup.com](mailto:kent@affordablehomesgroup.com)

**EXHIBIT M – AFFORDABLE HOUSING ORDINANCE**

**TOWNSHIP OF EDGEWATER PARK  
ORDINANCE NO. 2018-8**

**AN ORDINANCE OF THE TOWNSHIP OF EDGEWATER PARK, BURLINGTON  
COUNTY AMENDING ORDINANCE NO. 2017-4 TO ADDRESS THE  
REQUIREMENTS OF THE SUPERIOR COURT OF NEW JERSEY REGARDING  
COMPLIANCE WITH THE MUNICIPALITY'S FAIR SHARE AFFORDABLE  
HOUSING OBLIGATIONS**

**WHEREAS**, the Township Committee of the Township of Edgewater Park, Burlington County, adopted on December 5, 2017, Ordinance No. 2017-4 which repealed outdated affordable housing requirements in the Township's Code at Ordinance 2011-9 and amended Chapter 16 of the Township Code to add Section 16-93, "Affordable Housing", which codifies the rules and regulations of the Council on Affordable Housing, as modified by the Court-approved Settlement Agreement with Fair Share Housing Center, in the Township Code; and

**WHEREAS**, pursuant to the conditions of the Township's Conditional Judgment of Compliance and Repose entered per Court Order dated May 27, 2018, the Township Committee wishes to revise the content of Ordinance 2017-4 and Chapter 16 to better serve the Township in implementing its affordable housing plan.

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Edgewater Park, County of Burlington and State of New Jersey that the Edgewater Park Township Code be amended as follows:

**Section 1** - Chapter 16-93, "Affordable Housing," shall be amended. All amendments shall be in bold text. Text to be deleted shall be indicated with ~~strikethroughs~~, and new text shall be indicated with underlines.

**§ 16-93.3 New Construction.**

The following requirements shall apply to all new or planned developments that contain low- and moderate- income housing units.

- B. Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units. **The Abergel/Ariel and Varsaci inclusionary sites may be exempt from this requirement if the affordable units are rentals and the market-rate units are for-sale.**

.....

- G. Maximum Rents and Sales Prices.

9. The price of owner-occupied **very-low**, 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.

Income limits for all units for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

- (a) Regional income limits shall be established for Region 5 based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in Region 5. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very-low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- (b) The income limits calculated each year shall be the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- (c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.



**§ 16-93.10 Buyer Income Eligibility.**

- A. 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 very low-income ownership units shall be reserved for households with a gross household income less than or equal to 30 percent of median income**, 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.
- B. The Administrative Agent shall certify a household as eligible for a restricted ownership 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 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 certified monthly income.

**Section 2. Repealer.** All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

**Section 3. 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.

**Section 4. Effective Date.** This Ordinance shall take effect upon passage and publication as provided by law.

**NOTICE OF FINAL ADOPTION:**

Notice is hereby given that the foregoing ordinance was approved for final adoption by the Township Committee of the Township of Edgewater Park at a Regular Meeting held on December 4<sup>th</sup>, 2018 at the Municipal Building, 400 Delanco Road.

Colleen A. Treusch, RMC  
Municipal Clerk

**TOWNSHIP OF EDGEWATER PARK  
ORDINANCE NO. 2017-4**

**AN ORDINANCE OF THE TOWNSHIP OF EDGEWATER PARK, BURLINGTON  
COUNTY REPEALING ORDINANCE NO. 2011-9 AND ESTABLISHING NEW  
PROVISIONS TO ADDRESS THE REQUIREMENTS OF THE SUPERIOR COURT OF  
NEW JERSEY REGARDING COMPLIANCE WITH THE MUNICIPALITY'S FAIR  
SHARE AFFORDABLE HOUSING OBLIGATIONS**

**WHEREAS**, the New Jersey Council on Affordable Housing ("COAH") has promulgated rules, set forth at N.J.A.C. 5:93 and 5:91, concerning the substantive and procedural requirements for obtaining Third Round substantive certification of the Township's Housing Element and Fair Share Plan; and

**WHEREAS**, on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated Mt. Laurel trial judges within the Superior Court; and

**WHEREAS**, on July 6, 2015, the Township submitted a Declaratory Judgment Action to the Superior Court of New Jersey; and

**WHEREAS**, on June 29, 2017, the Honorable Ronald E. Bookbinder, A.J.S.C., issued a Court Order approving a Settlement Agreement between the Township and Fair Share Housing Center that established the Township's fair share obligation and preliminarily approved the Township's compliance mechanisms; and

**WHEREAS**, as part of its review of the Township's petition for a Judgment of Compliance and Repose, the Superior Court requires that the Township's affordable housing ordinance be updated to implement the affordable housing mechanisms included in the Township's adopted Third Round Housing Element and Fair Share Plan.

**WHEREAS**, as part of its review and grant of the Township's petition for a Judgment of Compliance and Repose, the Superior Court requires that the Township's affordable housing ordinances be updated and brought into compliance with its current rules.

**NOW THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Edgewater Park, County of Burlington and State of New Jersey as follows:

**Section 1.** Ordinance No. 2011-9 of the Township of Edgewater Park, Burlington County addressing the requirements of the Council on Affordable Housing (COAH) regarding compliance with the Municipality's Fair Share Affordable Housing Obligations is hereby repealed in its entirety.

**Section 2.** Chapter 16 of the Edgewater Park Township Code known as the "Land Development Ordinance of the Township of Edgewater Park" shall be amended to add the following section:

**§ 16-93 Affordable Housing**

**§ 16-93.1 Affordable Housing Obligation.**

- A. This Section of the Township Code sets forth regulations regarding the low- and moderate-income housing units in the Township of Edgewater Park consistent with the provisions of the Council on Affordable Housing ("COAH") known as the "Substantive Rules of the New Jersey Council on Affordable Housing", N.J.A.C. 5:93 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq., and the Township's constitutional obligation to provide a fair share of affordable housing for low- and moderate-income households. In addition, this section applies requirements for very-low income housing as established in P.L. 2008, c.46 (the "Roberts Bill") codified at N.J.S.A. 52:27D-329.1. All low- and moderate-income housing units including Low Income Housing Tax Credit projects shall conform to the income, affordability average and bedroom distribution requirements set forth in the UHAC at N.J.A.C. 5:80-26.3, with the exception that 13% of affordable rental units shall be affordable to households earning no more than 30% of median income instead of the UHAC requirement of 10% of affordable rental units being affordable to households earning no more than 35% of median income.
- B. This Ordinance is intended to assure that very-low, low- and moderate-income units (affordable units) are created with controls on affordability over time and that very-low, low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.
- C. The Edgewater Park 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 Plan has also been endorsed by the governing body. The Fair Share Plan describes the ways the Township of Edgewater Park shall address its fair share for low- and moderate-income housing as determined by the Superior Court and documented in the Housing Element.
- D. This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:93, as may be amended and supplemented.
- E. Annual Monitoring Reporting. On an annual basis beginning with the first anniversary of the entry of the Judgment granting the Township of Edgewater Park a Judgment of Compliance and Repose, the Township shall report on the status of all affordable housing activity within the municipality, including all activity in connection with the Township's Affordable Housing Trust Fund, through an update of the COAH CTM system and posting on the municipal website, with a copy of such posting provided to Fair Share Housing Center ("FSHC"), using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.
- F. Plan Progress Reporting. Pursuant to N.J.S.A. 52:27D-313, the Township shall, by July 1, 2020, report on the continuing realistic opportunity provided by any inclusionary zoning sites or other affordable housing mechanisms in its Plan that have not been implemented. Such reporting shall be in the form of a posting on the municipal website, with a copy provided to FSHC. The reporting shall consist of a status report as to the Township's implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a

realistic opportunity or should be replaced. Such posting shall invite any interested party to submit comments to the Township and to FSHC on the issue of whether any unbuilt inclusionary zoning sites or other affordable housing mechanisms no longer present a realistic opportunity for affordable housing and should be replaced.

- G. Very-Low Income Unit Reporting. Pursuant to N.J.S.A. 52:27D-329.1, the Township shall, within 30 days of the third anniversary of the entry of the Judgment granting the Township of Edgewater Park a Judgment of Compliance and Repose, and every third year thereafter, post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low income housing requirement, including the family very-low income requirement referenced in the Township's Settlement Agreement with FSHC dated November 10, 2016 and approved by the Superior Court on June 29, 2017. Such posting shall invite any interested party to submit comments to the Township and to FSHC on the issue of whether the municipality has complied with its very-low income housing obligation per the settlement agreement between the Township and FSHC.

#### **§ 16-93.2 Definitions.**

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

"Accessory apartment" means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

"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 responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:91N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.

"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 restricted units in an affordable housing development are affordable to low- and moderate-income households.

"Affordable" means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:93-7.4; 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 development” means a housing development all or a portion of which consists of restricted units.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

“Affordable housing program(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, credited pursuant to N.J.A.C. 5:93, 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 where the unit is situated are 62 years or older; or 2) at least 80% of the units are occupied by one person that is 55 years 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 arrangement includes, but is not limited to: transitional facilities for the homeless, Class A,B,C,D, and E boarding homes as regulated by the 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 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, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under 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 require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

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

"Fair Share Plan" means the plan that describes the mechanisms, strategies and the funding sources, if any, by which the Township proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:93-5.

"Housing Element" means the portion of the Township's Master Plan, required by the Municipal Land Use Law ("MLUL"), N.J.S.A. 40:55D-28b(3) and the Act, that includes the information required by N.J.A.C. 5:93-5.1 and establishes the Township's fair share obligation.

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

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

"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 or 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 county, as adopted annually by COAH or approved by the NJ Superior Court.

“Moderate-income household” means a household with a total gross annual household income in excess of 50% but less than 80% of the median household income.

“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% of the regional median as defined by adopted/approved Regional Income Limits.

“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 ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

“Special master” means an expert appointed by a judge to make sure that judicial orders are followed. A master’s function is essentially investigative, compiling evidence or documents to inform some future action by the court.

“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

“Very low-income household” means a household with a total gross annual household income equal to 30% or less of the median household income.

“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 rehabilitation.

### **§ 16-93.3 New Construction.**

The following requirements shall apply to all new or planned developments that contain low- and moderate- income housing units.

- A. Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low and moderate income units whether developed in a single phase development, or in a multi-phase development:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate- Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

- B. Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- C. Payments-in-lieu and off-site construction. The standards for the collection of payments-in-lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with N.J.A.C. 5:93-8.10 (c).
- D. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- E. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:
1. 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.
  2. In each affordable development, at least 50% of the restricted units within each bedroom distribution shall be low-income units.
  3. Within rental developments, of the total number of affordable rental units, at least 13% shall be affordable to very low income households.
  4. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

- a. The combined number of efficiency and one-bedroom units shall be no greater than 20% of the total low- and moderate-income units;
  - b. At least 30% of all low- and moderate-income units shall be two bedroom units;
  - c. At least 20% of all low- and moderate-income units shall be three bedroom units; and
  - d. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
5. 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. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

F. Accessibility Requirements:

- 1. 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.
- 2. 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:
  - a. An adaptable toilet and bathing facility on the first floor;
  - b. An adaptable kitchen on the first floor;
  - c. An interior accessible route of travel on the first floor;
  - d. An interior accessible route of travel shall not be required between stories within an individual unit;
  - e. 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
  - f. 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 the Township has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
    - (1) 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.

- (2) To this end, the builder of restricted units shall deposit funds within the Township of Edgewater Park's affordable housing trust fund sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
- (3) The funds deposited under paragraph (2) herein, shall be used by the Township for the sole purpose of making the adaptable entrance of any 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.
- (4) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Township of Edgewater Park.
- (5) 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 of Edgewater Park's Affordable Housing Trust Fund in care of the Chief Financial Officer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
- (6) 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.

#### G. Maximum Rents and Sales Prices.

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and by the Superior Court, utilizing the regional income limits established.
2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60% of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52% of median income.
3. 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.
  - a. At least 13% of all low- and moderate-income rental units shall be affordable to households earning no more than 30% of median income.
4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income, and each affordable development must achieve an



affordability average of 55% for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.

5. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be met:
  - a. A studio or efficiency unit shall be affordable to a one-person household;
  - b. A one-bedroom unit shall be affordable to a one and one-half person household;
  - c. A two-bedroom unit shall be affordable to a three-person household;
  - d. A three-bedroom unit shall be affordable to a four and one-half person household; and
  - e. A four-bedroom unit shall be affordable to a six-person household.
6. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be met:
  - a. A studio or efficiency unit shall be affordable to a one-person household;
  - b. A one-bedroom unit shall be affordable to a one and one-half person household; and
  - c. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
7. 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% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, 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.
8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

9. 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.
10. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.
11. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

#### **§ 16-93.4 Condominium and Homeowners Association Fees.**

For any affordable housing unit that is part of a condominium association and/or homeowners association, the Master Deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100% of the market rate fee.

#### **§ 16-93.5 Affirmative Marketing Requirements.**

- A. The Township of Edgewater Park shall adopt an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- B. 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 also 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 all marketing activities toward COAH Housing Region 5 and covers the period of deed restriction.
- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 5, comprised of Burlington, Camden and Gloucester counties.
- D. The Administrative Agent designated by the Township shall assure the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
- E. 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.

- F. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- G. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Edgewater Park.

#### **§ 16-93.6 Occupancy Standards.**

- A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
  - 1. Provide an occupant for each bedroom;
  - 2. Provide children of different sex with separate bedrooms; and
  - 3. Prevent more than two persons from occupying a single bedroom.
- B. Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

#### **§ 16-93.7 Selection of Occupants of Affordable Housing Units.**

- A. The administrative agent shall use a random selection process to select occupants of low- and moderate- income housing.
- B. A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26 et seq.

#### **§ 16-93.8 Control Periods for Restricted Ownership Units and Enforcement Mechanisms.**

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, and each restricted ownership unit shall remain subject to the controls on affordability for a period of at least 30 years.
- B. Rehabilitated owner-occupied single family housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- D. 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.

- E. 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 that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

**§ 16-93.9 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:

- A. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- B. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- C. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- D. 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. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

**§ 16-93.10 Buyer Income Eligibility.**

- A. 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.
- B. 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 certified monthly income.

**§ 16-93.11 Limitations on Indebtedness Secured by Ownership Unit; Subordination.**

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.

- B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).

**§ 16-93.12 Control Periods for Restricted Rental Units.**

- A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, and each restricted rental unit shall remain subject to the controls on affordability for a period of at least 30 years.
- B. Rehabilitated renter-occupied housing units that are improved to code standards shall be subject to affordability controls for a period of 10 years.
- C. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Burlington. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- D. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
  - 1. Sublease or assignment of the lease of the unit;
  - 2. Sale or other voluntary transfer of the ownership of the unit; or
  - 3. The entry and enforcement of any judgment of foreclosure.

**§ 16-93.13 Price Restrictions for Rental Units; Leases.**

- A. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, 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.
- B. 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.
- C. 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.

**§ 16-93.14 Tenant Income Eligibility.**



- A. 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:
1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
  2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
  3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.\
- B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 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:
1. 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;
  2. 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;
  3. The household is currently in substandard or overcrowded living conditions;
  4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

#### **§ 16-93.15 Conversions.**

Each housing unit created through the conversion of a non-residential structure shall be considered a new housing unit and shall be subject to the affordability controls for a new housing unit.

#### **§ 16-93.16 Municipal Housing Liaison.**

- A. The position of Municipal Housing Liaison (MHL) for the Township of Edgewater Park is established by this ordinance. The Municipal Housing Liaison

shall be appointed by duly adopted resolution of the Township Committee and be subject to the approval by the Superior Court.

- B. The MHL must be either a full-time or part-time employee of the Township of Edgewater Park.
- C. The MHL must meet the requirements for qualifications, including initial and periodic training found in N.J.A.C. 5:93.
- D. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Edgewater Park, including the following responsibilities which may not be contracted out to the Administrative Agent:
  - 1. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
  - 2. The implementation of the Affirmative Marketing Plan and affordability controls;
  - 3. When applicable, supervising any contracting Administrative Agent;
  - 4. Monitoring the status of all restricted units in the Township of Edgewater Park's Fair Share Plan;
  - 5. Compiling, verifying and submitting annual reports as required by the Superior Court;
  - 6. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
  - 7. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

**§ 16-93.17 Administrative Agent.**

- A. The Township of Edgewater Park shall designate by resolution of the Township Committee, subject to the approval of the Superior Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:93 and UHAC.
- B. An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Superior Court. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- C. The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full

detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;
2. Affirmative Marketing;
3. Household Certification;
4. Affordability Controls;
5. Records retention;
6. Resale and re-rental;
7. Processing requests from unit owners; and
8. Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.
9. The Administrative Agent shall, as delegated by the Township Committee, have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

**§ 16-93.18 Enforcement of Affordable Housing Regulations.**

- A. Upon the occurrence of a breach of any of the regulations governing the 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, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
  1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
    - a. A fine of not more than \$500.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues

or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;

- b. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Edgewater Park Affordable Housing Trust Fund of the gross amount of rent illegally collected;
  - c. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
- 2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low-and moderate-income unit.
- C. Such 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 the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- D. 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 and to the 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.
- E. 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.

- F. 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.
- G. Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- H. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

#### **§ 16-93.19 Appeals.**

Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Township.

**Section 3. Repealer.** All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

**Section 4. 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.

**Section 5. Effective Date.** This Ordinance shall take effect upon passage and publication as provided by law.



TOWNSHIP OF EDGEWATER PARK

  
Lauren Kremper, Mayor

**NOTICE OF INTRODUCTION**

The foregoing was introduced by the Edgewater Park Township Committee at its meeting held on November 21, 2017. This ordinance will be consider for adoption of final reading and public hearing to be held on December~~5~~, 2017 at 7:00 PM, or shortly thereafter, and place to which such meeting may be adjourned, in the Municipal Building, 400 Delanco Road, Edgewater Park, New Jersey. At which time and place all persons interested will be given an opportunity to be heard concerning said Ordinance. During the week prior to and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's office to the members of the general public who shall request the same.



Colleen A. Treusch, RMC  
Municipal Clerk

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mr. Amutah	✓				2nd
Mr. Belgard	✓				
Mr. Johnson	✓				1st
Mr. Trainor	✓				
Mayor Kremper	✓				

1st Reading: 11/21/17

Publication: 11/24/17

Amendment:

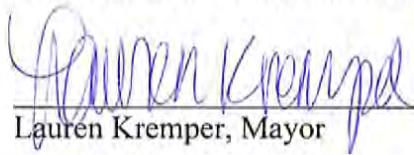
Tabled:

2nd Reading: 12/5/17

Publication: 12/10/17


Adoption: 12/5/17

TOWNSHIP OF EDGEWATER PARK

  
Lauren Kremper, Mayor

**NOTICE OF FINAL ADOPTION:**

Notice is hereby given that the foregoing ordinance was approved for final adoption by the Township Committee of the Township of Edgewater Park at a Regular Meeting held on December 5, 2017 at the Municipal Building, 400 Delanco Road.

  
Colleen A. Treusch, RMC  
Municipal Clerk

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Mr. Amutah	✓				
Mr. Belgard	✓				
Mr. Johnson	✓				1st
Mr. Trainor	✓				
Mayor Kremper	✓				2nd

Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010

SUNDAY, NOVEMBER 26, 2017 ■ COURIER-POST

TOWNSHIP OF EDGEWATER  
PARK  
ORDINANCE NO. 2017-4

AN ORDINANCE OF THE  
TOWNSHIP OF EDGEWATER  
PARK, BURLINGTON COUNTY  
REPEALING ORDINANCE NO.  
2011-9 AND ESTABLISHING NEW  
PROVISIONS TO ADDRESS THE  
REQUIREMENTS OF THE SUPERI-  
OR COURT OF NEW JERSEY RE-  
GARDING COMPLIANCE WITH  
THE MUNICIPALITY'S FAIR  
SHARE AFFORDABLE HOUSING  
OBLIGATIONS

NOTICE OF INTRODUCTION

The foregoing was introduced  
by the Edgewater Park  
Township Committee at its  
meeting held on November 21,  
2017. This ordinance will be  
consider for adoption of final  
reading and public hearing to  
be held on December 5, 2017 at  
7:00 PM, or shortly thereafter,  
and place to which such meet-  
ing may be adjourned, in the  
Municipal Building, 400 Delanco  
Road, Edgewater Park, New  
Jersey. At which time and place  
all persons interested will be  
given an opportunity to be  
heard concerning said Ordina-  
nance. During the week prior  
to and up to and including the  
date of such meeting, copies of  
said ordinance will be made  
available at the Clerk's office to  
the members of the general  
public who shall request the  
same.

Colleen A. Treusch, RMC  
Municipal Clerk  
(520.68)

000559147.01

Colleen A. Treusch being duly  
sworn or affirmed according to  
law, deposes and says that she is  
the Deputy Municipal Clerk of  
the Township of Edgewater Park,  
County of Burlington, State of  
New Jersey, that the said  
newspaper(s) "**The Burlington  
County Times**" a legal  
newspaper published in the  
Township of Willingboro,  
County of Burlington and "**The  
Courier Post**" a legal newspaper  
published in the Township of  
Cherry Hill, County of Camden  
and State of New Jersey, and  
circulating in the Township of  
Edgewater Park, be and is hereby  
designated as the official  
newspaper for the publication of  
legal notices, ordinances,  
resolutions, audits, or notices of  
any kind. The securely attached  
hereto is a printed notice which is  
exactly as printed and published  
on

November 26<sup>th</sup> 2017

and is a true copy thereof, and  
that all of the allegations in this  
statement as to the time, place  
and character of publication are  
true.

Colleen A. Treusch, RMC  
Fallen Bernas

Colleen A. Treusch, RMC

Municipal Clerk

Deputy Municipal Clerk



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010

Sunday, November 26, 2017  
BURLINGTON COUNTY TIMES

NOTICE

TOWNSHIP OF  
EDGEWATER PARK  
ORDINANCE NO. 2017-4

AN ORDINANCE OF THE  
TOWNSHIP OF  
EDGEWATER PARK,  
BURLINGTON COUNTY  
REPEALING ORDINANCE  
NO. 2011-9 AND ESTABLISHING  
NEW PROVISIONS TO ADDRESS  
THE REQUIREMENTS OF THE  
SUPERIOR COURT  
OF NEW JERSEY REGARDING  
COMPLIANCE WITH THE  
MUNICIPALITY'S FAIR SHARE  
AFFORDABLE HOUSING  
OBLIGATIONS

NOTICE OF INTRODUCTION

The foregoing was introduced by the Edgewater Park Township Committee at its meeting held on November 21, 2017. This ordinance will be considered for adoption of final reading and public hearing to be held on December 5, 2017 at 7:00 PM, or shortly thereafter, and place to which such meeting may be adjourned, in the Municipal Building, 400 Delanco Road, Edgewater Park, New Jersey. At which time and place all persons interested will be given an opportunity to be heard concerning said Ordinance. During the week prior to and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's office to the members of the general public who shall request the same.

Colleen A. Treusch, RMC  
Municipal Clerk

Adv. Fee: \$ 32.20  
BCT: November 26, 2017  
Aff. Chg.: \$20.00 7179881

Colleen A. Treusch being duly sworn or affirmed according to law, deposes and says that she is the Deputy Municipal Clerk of the Township of Edgewater Park, County of Burlington, State of New Jersey, that the said ~~newspaper(s)~~ "The Burlington County Times" a legal newspaper published in the Township of Willingboro, County of Burlington and "The Courier Post" a legal newspaper published in the Township of Cherry Hill, County of Camden and State of New Jersey, and circulating in the Township of Edgewater Park, be and is hereby designated as the official newspaper for the publication of legal notices, ordinances, resolutions, audits, or notices of any kind. The securely attached hereto is a printed notice which is exactly as printed and published on

November 26<sup>th</sup> 2017  
and is a true copy thereof, and that all of the allegations in this statement as to the time, place and character of publication are true.

Colleen A. Treusch RMC  
Fallen Bemess  
Colleen A. Treusch, RMC Deputy  
Municipal Clerk

**State of New Jersey**

**County of Burlington**

**NOTICE**

TOWNSHIP OF  
EDGEWATER PARK  
ORDINANCE NO. 2017-4

AN ORDINANCE OF THE  
TOWNSHIP OF  
EDGEWATER PARK,  
BURLINGTON COUNTY  
REPEALING ORDINANCE  
NO. 2011-9 AND ESTABLISHING  
NEW PROVISIONS TO ADDRESS  
THE REQUIREMENTS OF THE  
SUPERIOR COURT  
OF NEW JERSEY REGARDING  
COMPLIANCE WITH THE  
MUNICIPALITY'S FAIR SHARE  
AFFORDABLE HOUSING  
OBLIGATIONS

**NOTICE OF INTRODUCTION**

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Colleen A. Treusch, RMC  
Municipal Clerk

Adv. Fee: \$32.20  
BCT: November 26, 2017  
Att. Chg.: \$20.00 7179881

**SS.**

EDGEWATER PARK TWP  
400 DELANCO RD  
EDGEWATER PK, NJ 08010

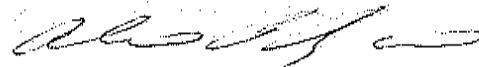
2-024112001

0007179881-01

Alissa Rogers being duly sworn or affirmed according to law, deposes and says that she is the Legal Billing Coordinator of the BURLINGTON TIMES, INC. Publisher of the "Burlington County Times" and that a copy of a notice published in such paper on

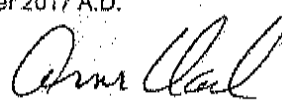
November 26, 2017

appears hereto, exactly as published in said newspaper



LEGAL BILLING CO-ORDINATOR

Sworn and subscribed to before me this 27th day of November 2017 A.D.



Ann Clark  
My commission expires on  
May 04, 2020



Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010

Sunday, December 10, 2017  
BURLINGTON COUNTY TIMES

**Public Notices**

**NOTICE**

**TOWNSHIP OF  
EDGEWATER PARK**

**ORDINANCE NO. 2017-4**

**AN ORDINANCE OF THE  
TOWNSHIP OF EDGEWATER  
PARK, BURLINGTON COUNTY  
REPEALING ORDINANCE NO.  
2011-9 AND ESTABLISHING NEW  
PROVISIONS TO ADDRESS THE  
REQUIREMENTS OF THE SUPERIOR  
COURT OF NEW JERSEY  
REGARDING COMPLIANCE WITH  
THE MUNICIPALITY'S FAIR  
SHARE AFFORDABLE HOUSING  
OBLIGATIONS**

**NOTICE OF FINAL ADOPTION:**

Notice is hereby given that the foregoing ordinance was approved for final adoption by the Township Committee of the Township of Edgewater Park at a Regular Meeting held on December 5, 2017 at the Municipal Building, 400 Delanco Road.

**Colleen A. Treusch, RMC  
Municipal Clerk**

Adv. Fee: \$23.46  
BCT: December 10, 2017  
Aff. Cha: \$20.00 7189346

Colleen A. Treusch being duly sworn or affirmed according to law, deposes and says that she is the Deputy Municipal Clerk of the Township of Edgewater Park, County of Burlington, State of New Jersey, that the said newspaper(s) "The Burlington County Times" a legal newspaper published in the Township of Willingboro, County of Burlington and "The Courier Post" a legal newspaper published in the Township of Cherry Hill, County of Camden and State of New Jersey, and circulating in the Township of Edgewater Park, be and is hereby designated as the official newspaper for the publication of legal notices, ordinances, resolutions, audits, or notices of any kind. The securely attached hereto is a printed notice which is exactly as printed and published on

Sunday December 10<sup>th</sup>, 2017

and is a true copy thereof, and that all of the allegations in this statement as to the time, place and character of publication are true.

Colleen A. Treusch

**Colleen A. Treusch, RMC  
Municipal Clerk**

Township of Edgewater Park  
400 Delanco Road  
Edgewater Park, NJ 08010

SUNDAY, DECEMBER 10, 2017 6 COURIER-POST

TOWNSHIP OF  
EDGEWATER PARK  
ORDINANCE NO. 2017-4

AN ORDINANCE OF THE  
TOWNSHIP OF EDGEWATER  
PARK, BURLINGTON  
COUNTY, REPEALING ORDINANCE NO. 2011-9 AND ESTABLISHING NEW PROVISIONS TO ADDRESS THE REQUIREMENTS OF THE SUPERIOR COURT OF NEW JERSEY REGARDING COMPLIANCE WITH THE MUNICIPALITY'S FAIR SHARE AFFORDABLE HOUSING OBLIGATIONS

NOTICE OF FINAL ADOPTION:  
Notice is hereby given that the foregoing ordinance was approved for final adoption by the Township Committee of the Township of Edgewater Park at a Regular Meeting held on December 5, 2017 at the Municipal Building, 400 Delanco Road.

Colleen A. Treusch, RMC  
Municipal Clerk  
(\$13.64)

Colleen A. Treusch being duly sworn or affirmed according to law, deposes and says that she is the Deputy Municipal Clerk of the Township of Edgewater Park, County of Burlington, State of New Jersey, that the said newspaper(s) "The Burlington County Times" a legal newspaper published in the Township of Willingboro, County of Burlington and "The Courier Post" a legal newspaper published in the Township of Cherry Hill, County of Camden and State of New Jersey, and circulating in the Township of Edgewater Park, be and is hereby designated as the official newspaper for the publication of legal notices, ordinances, resolutions, audits, or notices of any kind. The securely attached hereto is a printed notice which is exactly as printed and published on

Sunday December 10<sup>th</sup> 2017

and is a true copy thereof, and that all of the allegations in this statement as to the time, place and character of publication are true.

Colleen A. Treusch

Colleen A. Treusch, RMC  
Municipal Clerk

**EXHIBIT N – PRELIMINARY FOURTH ROUND AFFIRMATIVE MARKETING PLAN**

# PRELIMINARY AFFIRMATIVE FAIR HOUSING MARKETING PLAN EDGEWATER PARK TOWNSHIP, BURLINGTON COUNTY

For Affordable Housing in **(REGION 5)**  
**To be updated per the Final 2025 revised UHAC**

## I. APPLICANT AND PROJECT INFORMATION

<b>1a. Administrative Agent Name, Address, Phone Number</b>  Kathy Schulte Piazza & Associates 201 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540 609-786-1100, Ext. 303 KSchulte@PiazzaNJ.com		<b>1b. Development or Program Name, Address</b>  The Courtyards 200 Delanco Road Edgewater Park, NJ 08010	
<b>1c.</b> Number of Affordable Units: 39 Number of Rental Units: 39 Number of For-Sale Units: 0	<b>1d. Price or Rental Range</b> From \$735 To \$1,519	<b>1e. State and Federal Funding Sources (if any)</b>	
<b>1f.</b>  <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	<b>1g. Approximate Starting Dates</b>  Advertising: Ongoing as necessary.      Occupancy:		
<b>1h. County</b> <b>Burlington, Camden, Gloucester</b>		<b>1i. Census Tract(s):</b> Block 502, Lot 12.01	
<b>1j. Managing/Sales Agent's Name, Address, Phone Number</b>  Kathy Schulte Piazza & Associates 201 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540 609-786-1100, Ext. 303 KSchulte@PiazzaNJ.com			
<b>1k. Application Fees (if any):</b> No application fee.			

<b>1a. Administrative Agent Name, Address, Phone Number</b>  Terry Golubieski Piazza & Associates 201 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540 609-786-1100 x 306 Terry@HousingQuest.com		<b>1b. Development or Program Name, Address</b>  Fox Run Ryan Homes 1238 Cooper Street Edgewater Park, NJ 08010	
<b>1c.</b> Number of Affordable Units: 20 Number of Rental Units: 0 Number of For-Sale Units: 20	<b>1d. Price or Rental Range</b> From \$80,000 To \$111,000	<b>1e. State and Federal Funding Sources (if any)</b> None	
<b>1f.</b>	<b>1g. Approximate Starting Dates</b>		

<input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	Advertising: Initially in 2014/2016    Occupancy: April 2017 Now ongoing as necessary
1h. County <b>Burlington, Camden, Gloucester</b>	1i. Census Tract(s): Block 1202, Lot 4.01
1j. Managing/Sales Agent's Name, Address, Phone Number  Terry Golubieski Piazza & Associates 201 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540 609-786-1100 x 306 Terry@HousingQuest.com	
1k. Application Fees (if any): No application fee.	

1a. Administrative Agent Name, Address, Phone Number  The Salt & Light Company, Inc. The Affordable Homes Group 1841 Burlington-Mt. Holly Road Westampton, NJ 08060 609.261.4571		1b. Development or Program Name, Address  Market-to-Affordable Program Arbor Green Condominiums 275 Green Street Edgewater Park, NJ 08010	
1c. Number of Affordable Units: 2 Number of Rental Units: 2 Number of For-Sale Units: 0	1d. Price or Rental Range From \$775 To \$825	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates  Advertising: Ongoing as necessary.    Occupancy:		
1h. County <b>Burlington, Camden, Gloucester</b>		1i. Census Tract(s): Block 502, Lot 27.01	
1j. Managing/Sales Agent's Name, Address, Phone Number  Sonya Stackpole The Salt & Light Company, Inc. The Affordable Homes Group 1841 Burlington-Mt. Holly Road Westampton, NJ 08060 609.261.4571			
1k. Application Fees (if any): No application fee.			

1a. Administrative Agent Name, Address, Phone Number  TBD – Inclusionary Site Piazza & Associates 201 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540 609.786.1100	1b. Development or Program Name, Address  Varsaci Site Block 404.06, Lot 1
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1c. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:		1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted		1g. Approximate Starting Dates  Advertising:      Occupancy:	
1h. County <b>Burlington, Camden, Gloucester</b>		1i. Census Tract(s): Block 404.06, Lot 1	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number  Terry Golubieski Piazza & Associates 201 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540 609-786-1100 x 306 Terry@HousingQuest.com		1b. Development or Program Name, Address  Eagle Chase Block 1202.11, Lot 23; Block 1202.11, Lot 20	
1c. Number of Affordable Units:24 Number of Rental Units: 24 Number of For-Sale Units:		1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted		1g. Approximate Starting Dates  Advertising: Initially in 2024, Ongoing as necessary. Occupancy:	
1h. County <b>Burlington, Camden, Gloucester</b>		1i. Census Tract(s): Block 1202, Lots 1.10 and 9; Block 1202.11, Lot 23; Block 1202.11, Lot 20	
1j. Managing/Sales Agent's Name, Address, Phone Number  Terry Golubieski Piazza & Associates 201 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540 609-786-1100 x 306 Terry@HousingQuest.com			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number  Piazza & Associates 201 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540		1b. Development or Program Name, Address  Ariel Mixed Use (Rt 130S LLC) 4329 Rt 130 South Edgewater Park, NJ 08010	
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609-786-1100			
1c. Number of Affordable Units: 7 Number of Rental Units: 7 Number of For-Sale Units:	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates  Advertising:      Occupancy:		
1h. County <b>Burlington, Camden, Gloucester</b>		1i. Census Tract(s): Block 1202.11, Lot 21	
1j. Managing/Sales Agent's Name, Address, Phone Number  Piazza & Associates 201 Rockingham Row Princeton Forrestal Village Princeton, NJ 08540 609-786-1100			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number  The Walters Group 21 East Euclid Ave. Suite 200 Haddonfield, NJ 08033 856.354.2100 <a href="https://www.waltersgroupapartments.com/">https://www.waltersgroupapartments.com/</a>		1b. Development or Program Name, Address  Edgewater Park Senior/Supportive Apartments 220 Delanco Road Edgewater Park, NJ 08010	
1c. Number of Affordable Units: 58 Number of Rental Units: 58 Number of For-Sale Units: 0	1d. Price or Rental Range From \$308 To \$1,114	1e. State and Federal Funding Sources (if any)  9% LITHC Financing	
1f. <input checked="" type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates  Advertising:      Occupancy:		
1h. County <b>Burlington, Camden, Gloucester</b>		1i. Census Tract(s): Block 502, Lot 11	
1j. Managing/Sales Agent's Name, Address, Phone Number  The Walters Group 21 East Euclid Ave. Suite 200 Haddonfield, NJ 08033 856.354.2100 <a href="https://www.waltersgroupapartments.com/">https://www.waltersgroupapartments.com/</a>			
1k. Application Fees (if any):			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

## II. RANDOM SELECTION

Random selection is conducted when a unit is available, and only preliminarily-eligible households seeking the type and bedroom size of the available unit are placed in the lottery. The process is as follows:

After advertising is implemented, applications are accepted for 90 days. All applications are reviewed and households are either certified or informed of non-eligibility. (The certification is valid for 180 days, and may be renewed by updating income-verification information.)

Eligible households are placed in applicant pools based upon the number of bedrooms needed and the need for an accessible unit. When a unit is available, only the certified households in need of that type of unit are selected for a lottery.

Households are informed of the date, time, and location of the lottery and invited to attend. After the lottery is conducted, the first household selected is given a length of time that is specified in the operating manual to express interest or disinterest in the unit. (If the first household is not interested in the unit, this process continues until a certified household selects the unit.)

Applications are accepted on an ongoing basis, certified households are added to the pool for the appropriate household income and size categories, and advertising and outreach is ongoing, according to the Affirmative Marketing Plan.

## III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic)    ☒ Black (non-Hispanic)    ☒ Hispanic    ☐ American Indian or Alaskan Native  
☐ Asian or Pacific Islander    ☐ Other group:

3b. **HOUSING RESOURCE CENTER** ([www.njhousing.gov](http://www.njhousing.gov)) A free, online listing of affordable housing    ☒

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
<b>TARGETS ENTIRE HOUSING REGION 5</b>			
Daily Newspaper			
<input type="checkbox"/>		Philadelphia Inquirer	
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Courier-Post	
<b>TARGETS PARTIAL HOUSING REGION 5</b>			
Daily Newspaper			

<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Burlington County Times	Burlington
<input type="checkbox"/>		Gloucester County Times	Gloucester
<b>Weekly Newspaper</b>			
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Central Record, The	Burlington
<input type="checkbox"/>		Fort Dix Post	Burlington
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Maple Shade Progress	Burlington
<input type="checkbox"/>		News Weekly	Burlington
<input type="checkbox"/>		Register-News	Burlington
<input type="checkbox"/>		Gloucester City News	Camden
<input type="checkbox"/>		Haddon Herald	Camden
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Record Breeze	Camden
<input type="checkbox"/>		Retrospect	Camden
<input type="checkbox"/>		Plain Dealer	Camden, Gloucester
<input type="checkbox"/>		News Report	Gloucester

	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF REGIONAL TV STATION(S)</b>	<b>BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE</b>
<b>TARGETS ENTIRE HOUSING REGION 5</b>			
<input type="checkbox"/>		3 KYW-TV CBS Broadcasting Inc.	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		12 WHYY-TV Why, Inc.	
<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	

<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	
<b>TARGETS PARTIAL HOUSING REGION 5</b>			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	Burlington
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	Burlington
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	Burlington
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	Burlington
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	Burlington
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Burlington
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	Burlington
<input type="checkbox"/>		38 WPHA-CA Commercial Broadcasting Corp.	Burlington, Camden
<input type="checkbox"/>		41 WNAI-LP Marcia Cohen	Burlington, Camden
<input type="checkbox"/>		60 WBPH-TV Sunshine Family Television Corp	Burlington, Camden
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, Llc	Camden, Gloucester
	<b>DURATION &amp; FREQUENCY OF OUTREACH</b>	<b>NAMES OF CABLE PROVIDER(S)</b>	<b>BROADCAST AREA</b>
<b>TARGETS PARTIAL COAH REGION 5</b>			
<input type="checkbox"/>		Comcast of Burlington County, Garden State, Gloucester County, South Jersey, Wildwood (Maple Shade System)	All Burlington, Camden, Gloucester

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE HOUSING REGION 5</b>			
AM			
<input type="checkbox"/>		WFIL 560	Christian
<input type="checkbox"/>		WIP 610	
<input type="checkbox"/>		WWJZ 640	
<input type="checkbox"/>		WTMR 800	
<input type="checkbox"/>		WWDB 860	
<input type="checkbox"/>		WPEN 950	
<input type="checkbox"/>		WNTX 990	
<input type="checkbox"/>		KYW 1060	
<input type="checkbox"/>		WPHT 1210	
<input type="checkbox"/>		WNWR 1540	
FM			
<input type="checkbox"/>		WXPX 88.5	
<input type="checkbox"/>		WRTI 90.1	
<input type="checkbox"/>		WHYY-FM 90.9	
<input type="checkbox"/>		WXTU 92.5	
<input type="checkbox"/>		WMMR 93.3	
<input type="checkbox"/>		WSTW 93.7	
<input type="checkbox"/>		WYSP 94.1	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WBEN-FM 95.7	
<input type="checkbox"/>		WRDW-FM 96.5	
<input type="checkbox"/>		WUSL 98.9	
<input type="checkbox"/>		WJBR-FM 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WBEB 101.1	
<input type="checkbox"/>		WIOQ 102.1	
<input type="checkbox"/>		WMGK 102.9	



<input type="checkbox"/>		WJJZ 106.1	
<input type="checkbox"/>		WKDN 106.9	Christian
<input type="checkbox"/>		WRNB 107.9	
<b>TARGETS PARTIAL HOUSING REGION 5</b>			
<b>AM</b>			
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WBUD 1260	
<input type="checkbox"/>		WIMG 1300	Black Gospel
<input type="checkbox"/>		WIFI 1460	Christian
<input type="checkbox"/>		WBCB 1490	
<input type="checkbox"/>		WPHY 920	
<input type="checkbox"/>		WURD 900	
<input type="checkbox"/>		WPHE 690	Latin
<input type="checkbox"/>		WNAP 1110	
<input type="checkbox"/>		WEMG 1310	Spanish
<input type="checkbox"/>		WHAT 1340	
<input type="checkbox"/>		WVCH 740	Christian
<input type="checkbox"/>		WDEL 1150	
<input type="checkbox"/>		WNJC 1360	
<input type="checkbox"/>		WDAS 1480	Black Gospel
<b>FM</b>			
<input type="checkbox"/>		WBZC 88.9	Burlington
<input type="checkbox"/>		WSJI 89.5	Burlington
<input type="checkbox"/>		WAWZ 99.1	Burlington (Christian)
<input type="checkbox"/>		WPPZ-FM 103.9	Burlington (Christian)
<input type="checkbox"/>		WKXW-FM 101.5	Burlington, Camden
<input type="checkbox"/>		WPRB 103.3	Burlington, Camden
<b>X</b>	At the start of Affirmative Marketing; ongoing as needed.	WOGL 98.1	Burlington, Camden, Gloucester
<input type="checkbox"/>		WDAS-FM 105.3	Burlington, Camden, Gloucester
<input type="checkbox"/>		WKDU 91.7	Camden

<input type="checkbox"/>		WGLS-FM 89.7	Gloucester
<input type="checkbox"/>		WVLT 92.1	Gloucester
<input type="checkbox"/>		WIXM 97.3	Gloucester
<input type="checkbox"/>		WSJO 104.9	Gloucester
3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
<b>TARGETS ENTIRE HOUSING REGION 5</b>			
Weekly			
<input type="checkbox"/>		Al Dia	Philadelphia Area
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Nuestra Comunidad	Central/South Jersey
<b>TARGETS PARTIAL HOUSING REGION 5</b>			
Weekly			
<input type="checkbox"/>		El Hispano	Camden and Trenton areas
<input type="checkbox"/>		Ukrainian Weekly	New Jersey
3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)			
DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION	
<b>Burlington County</b>			
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Burlington County College	601 Pemberton Browns Mills Rd Pemberton
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Our Lady of Lourdes Medical Center	218 Sunset Rd Willingboro, NJ
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Medford Leas Continuing Care	1 Medford Leas Medford, NJ
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Virtua Geriatric Care Management	523 Fellowship Rd Mt Laurel, NJ
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Virtua Hospital, Mount Holly	Mount Holly, NJ
<input type="checkbox"/>		DriveTime	600 Creek Rd, Delanco, NJ
<b>Camden County</b>			
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Campbell Soup Company	Campbell Place Camden, NJ 08103-1701

X	At the start of Affirmative Marketing; ongoing as needed.	Lockheed Martin	Federal, Camden, NJ 08102
X	At the start of Affirmative Marketing; ongoing as needed.	Bancroft Neurohealth	1000 Atlantic Ave Camden, NJ 08102
X	At the start of Affirmative Marketing; ongoing as needed.	Cooper Health System	One Cooper Plaza Camden, NJ 08102
X	At the start of Affirmative Marketing; ongoing as needed.	L-3 Communications Systems	1 Federal Street, Camden, New Jersey, 08103
X	At the start of Affirmative Marketing; ongoing as needed.	Towers Perrin	101 Woodcrest Rd, Cherry Hill, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Arch Manufacturing & Sales Co.	1213 S 6th St, Camden, NJ
Gloucester County			
X	At the start of Affirmative Marketing; ongoing as needed.	Underwood Memorial Hospital	509 North Broad Street, Woodbury, NJ 08096
X	At the start of Affirmative Marketing; ongoing as needed.	Rowan University	201 Mullica Hill road Glassboro, NJ 08028
X	At the start of Affirmative Marketing; ongoing as needed.	Kennedy Memorial Hospital	435 Hurffville-Cross Keys Road, Turnersville NJ 08012
X	At the start of Affirmative Marketing; ongoing as needed.	U.S. Food Services	2255 High Hill Rd, Swedesboro, NJ & Swedesboro
X	At the start of Affirmative Marketing; ongoing as needed.	Direct Group	100 Berkeley Dr, Swedesboro, NJ and 800 Arlington Blvd, Swedesboro, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	CompuCom Systems Inc.	1225 Forest Pkwy # 500, Paulsboro, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Missa Bay LLC	101 Arlington Blvd, Swedesboro, NJ and 2339 Center Square Rd, Swedesboro, NJ and 730 Veterans Dr, Swedesboro, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Sony Music	400 N Woodbury Rd, Pitman, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Delaware Valley Wholesale Florists	520 N. Mantua Boulevard Sewell, NJ 08080
X	At the start of Affirmative Marketing; ongoing as needed.	Valero Refining Co	800 Billingsport Rd, Paulsboro, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Electric Mobility	591 Mantua Blvd, Sewell, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Sunoco-Eagle Point Oil Refinery	US Highway 130 S & Highway 295, Westville, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Heritage's Dairy Stores	376 Jessup Road Thorofare, NJ 08086

X	At the start of Affirmative Marketing; ongoing as needed.	Cornell & Company	224 Cornell Ln, Westville, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Exxon Mobil Research & Engineering Co	800 Billingsport Rd, Paulsboro, NJ
3e. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing). The groups highlighted below shall be noticed of available units.			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Habitat for Humanity of Burlington County	Burlington County		Quarterly
Burlington County Board of Realtors	Burlington County		Quarterly
Camden County Board of Realtors	Camden County		Quarterly
Gloucester County Board of Realtors	Gloucester County		Quarterly
Burlington County Board of Social Services	Burlington County		Quarterly
Gloucester County Division of Social Services	Gloucester County		Quarterly
Camden County Board of Social Services	Camden County		Quarterly
Burlington County Office on Aging	Burlington County		Quarterly
Camden County Division of Senior Services	Camden County		Quarterly
Gloucester County Division of Senior Services	Gloucester County		Quarterly
Burlington County Housing Authority	Burlington County		Quarterly
Housing Authority of Gloucester County	Gloucester County		Quarterly
<b>Fair Share Housing Center (FSHC)</b>	The Region		Quarterly
<b>New Jersey State Conference of the NAACP</b>	The Region		Quarterly
<b>Southern Burlington County Branch of the NAACP</b>	Burlington County		Quarterly
<b>Willingboro NAACP</b>	Burlington County		Quarterly
<b>Latino Action Network</b>	The Region		Quarterly
<b>Moorestown Ecumenical Neighborhood Development (MEND)</b>	The Region		Quarterly
<b>Lutheran Social Ministries of New Jersey (LSM)</b>	The Region		Quarterly
<b>Camden County Council on Economic Opportunity</b>	Camden County		Quarterly
<b>Burlington County Community Action Program (BCCAP)</b>	Burlington County		Quarterly and ongoing referral as a HUD Counseling Agency.

#### IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	<b>BUILDING</b>	<b>LOCATION</b>
X	Burlington County Library Headquarters	5 Pioneer Boulevard, Westampton, NJ 08060
X	Burlington County Office Building	49 Rancocas Rd, Mount Holly NJ 08060 (609)265-5000
X	Camden Court House Square	520 Market St, Camden NJ 08102-1375 (856)225-5000
X	Gloucester County Court House	1 N. Broad Street, Woodbury, NJ 08096 (856)853-3390
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
<p>Edgewater Park Township Municipal Building          Patricia Clayton, Township Clerk/MHL          400 Delanco Road          Edgewater Park, NJ</p> <p>Beverly Free Library          441 Cooper Street          Beverly, NJ 08010</p>		
4c. Sales/Rental Office for units (if applicable)		

#### V. CERTIFICATIONS AND ENDORSEMENTS

<p>I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's COAH substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI funding).</p>	
<p>Isabel Rodriguez, PP, AICP</p>	
<p>_____          Name (Type or Print)</p>	
<p>COAH Planning Consultant / Edgewater Park Township</p>	
<p>_____          Title/Municipality</p>	
<p>_____          Signature</p>	<p>_____          Date</p>

**EXHIBIT O – RESOLUTION APPOINTING THE MUNICIPAL HOUSING LIAISON**



**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2024-123**

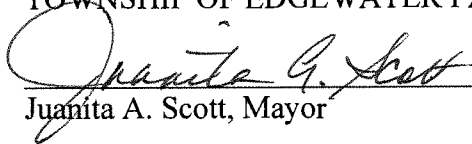
**RESOLUTION OF THE TOWNSHIP OF EDGEWATER PARK APPOINTING A  
MUNICIPAL HOUSING LIAISON**

**WHEREAS**, pursuant to P.L. 2024, c.2, Edgewater Park Township is required to appoint a Municipal Housing Liaison for the oversight of administration of Edgewater Park's affordable housing program to enforce the requirements of the law and N.J.A.C. 5:80-26.1 et seq.; and

**WHEREAS**, Section 120-52 of the Township's Affordable Housing Code requires the appointment of a Municipal Housing Liaison to administer the Township's affordable housing program.


**NOW THEREFORE BE IT RESOLVED**, by the Governing Body of Edgewater Park Township in the County of Burlington, and the State of New Jersey that Patricia Clayton, Municipal Clerk is hereby appointed by the Governing Body of Edgewater Park as the Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Section 120-52 of Edgewater Park Township's Affordable Housing Code.

TOWNSHIP OF EDGEWATER PARK

  
\_\_\_\_\_  
Juanita A. Scott, Mayor

**TOWNSHIP OF EDGEWATER PARK  
RESOLUTION NO. 2024-123**

I certify that the foregoing Resolution No. 2024-123 is a true and correct copy of a resolution adopted by the Township Committee of the Township of Edgewater Park at a meeting held November 12, 2024.

  
\_\_\_\_\_  
Patricia Clayton, RMC  
Municipal Clerk

Record Vote of the Township Committee on Final Passage					
Committee Member	Yes	No	Abstain	Absent	Motioned By:
Committeeman Belgard	✓				1 <sup>st</sup>
Committeeman Daloisio	✓				2 <sup>nd</sup>
Committeeman Trainor				✓	
Deputy Mayor Cannon-Moye	✓				
Mayor Scott	✓				

**EXHIBIT P – DEVELOPMENT FEE ORDINANCE**

## Chapter 120. Affordable Housing

### Article II. Development Fees

[Adopted 12-7-2010 by Ord. No. 2010-12]

#### § 120-27. Purpose.

- A. In *Holmdel Builder's Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27D-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
- B. Pursuant to P.L. 2008, c.46, section 8 (N.J.S.A. 52:27D-329.2) and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from nonresidential development.
- C. This article establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L. 2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this article shall be used for the sole purpose of providing low- and moderate-income housing. This article shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

#### § 120-28. Basic requirements.

- A. This article shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1.
- B. The Township shall not spend development fees until COAH has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

#### § 120-29. Definitions.

The following terms, as used in this article, shall have the following meanings:

##### **AFFORDABLE HOUSING DEVELOPMENT**

A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent-affordable development.

##### **COAH or THE COUNCIL**

The New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the state.

**DEVELOPER**

The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

**DEVELOPMENT FEE**

Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

**EQUALIZED ASSESSED VALUE**

The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (N.J.S.A. 54:1-35a through N.J.S.A. 54:1-35c).

**GREEN BUILDING STRATEGIES**

Those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

## § 120-30. Residential development fees.

**A. Imposed fees.**

- (1) Within all residential zoning districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1.5% of the equalized assessed value for residential development, provided no increased density is permitted.
- (2) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers shall be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1% of the equalized assessed value on the first two units; and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

**B. Eligible exactions, ineligible exactions and exemptions for residential development.**

- (1) Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
- (2) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
- (3) Developers of residential structures demolished and replaced as a result of fire damage, flood or similar natural disaster, shall be exempt from paying a development fee.

## § 120-31. Nonresidential development fees.

A. Imposed fees.

- (1) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements, for all new nonresidential construction on an unimproved lot or lots.
- (2) Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
- (3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

- (1) The nonresidential portion of a mixed-use inclusionary or market-rate development shall be subject to the 2.5% development fee, unless otherwise exempted below.
- (2) The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- (3) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
- (4) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time the basis for exemption no longer applies, and shall make the payment of the nonresidential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.
- (5) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by the Township as a lien against the real property of the owner.

## § 120-32. Collection procedures.

- A. Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit. For nonresidential developments, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Nonresidential Development Certification/Exemption" and complete as per the instructions provided.
- B. For nonresidential developments only, the developer shall also be provided with a copy of Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.



- C. The construction official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- D. Within 90 days of receipt of that notice, the municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- E. The construction official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- F. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- G. Should the Township fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
- H. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- I. Appeal of development fees.
  - (1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Township. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
  - (2) A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

## § 120-33. Affordable Housing Trust Fund.

- A. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer of the Township for the purpose of depositing development fees collected from residential and nonresidential developers and proceeds from the sale of units with extinguished controls.
- B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
  - (1) Payments in lieu of on-site construction of affordable units;
  - (2) Developer contributed funds to make 10% of the adaptable entrances in a townhouse or other multistory attached development accessible;
  - (3) Rental income from municipally operated units;

- (4) Repayments from affordable housing program loans;
  - (5) Recapture funds;
  - (6) Proceeds from the sale of affordable units; and
  - (7) Any other funds collected in connection with the Township's affordable housing program.
- C. Within seven days from the opening of the trust fund account, the Township shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank, and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).
  - D. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

## § 120-34. Use of funds.

- A. The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the housing trust fund may be used for any activity approved by COAH to address the Township's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.
- B. Funds shall not be expended to reimburse the Township for past housing activities.
- C. At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
  - (1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.
  - (2) Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income. The use of development fees in this manner shall entitle the Township to bonus credits pursuant to N.J.A.C. 5:97-3.7.
  - (3) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- D. The Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.
- E. No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing

Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

## § 120-35. Monitoring.

The Township shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH or approved by the court. All monitoring reports shall be completed on forms designed by COAH.

## § 120-36. Ongoing collection of fees.

The ability for the Township to impose, collect and expend development fees shall expire with its substantive certification from COAH or judgment of compliance from the court (as the case may be) unless the Township has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification or the entry of a judgment of compliance from the court, and has received COAH's approval of its development fee ordinance. If the Township fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification or its judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). The Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall the Township retroactively impose a development fee on such a development. The Township shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

**EXHIBIT Q – FOURTH ROUND SPENDING PLAN**

**FOURTH ROUND SPENDING PLAN OF THE  
HOUSING ELEMENT AND FAIR SHARE PLAN  
EDGEWATER PARK TOWNSHIP  
MAY 1, 2025**

**Introduction**

The Township of Edgewater Park (“Township” or “Edgewater Park”) has prepared a Fourth Round Housing Element and Fair Share Plan (HEFSP) that addresses the Township's affordable housing obligations. This Spending Plan sets forth how Edgewater Park will spend its affordable housing trust funds in support of the affordable housing compliance plan detailed in the Fourth Round HEFSP. The Township received a Third Round Judgment of Compliance and Repose (“JOR”) from the Superior Court on July 11, 2019, approving Edgewater Park's Third Round HEFSP, including the Third Round Spending Plan.

On August 2, 2000, COAH approved Edgewater Park Township's adopted development fee ordinance, and in 2009 COAH approved an amendment to the Township's initial development fee ordinance, which was adopted by Edgewater Park in 2010. The ordinance created a dedicated revenue source for affordable housing and re-established the Township's affordable housing trust fund, for which this Fourth Round Spending Plan has been prepared. Edgewater Park Township received a Second Round JOR from the Superior Court on September 27, 2002 and received prior Court approval to maintain an affordable housing trust fund on August 2, 2000.

The Township prepared an ‘interim’ spending plan on April 9, 2012, and updated June 20, 2012, which was approved by the Court on June 15, 2012 and from COAH on April 28, 2014. Edgewater Park prepared a Spending Plan in 2017, which was approved by the Court per the July 11, 2019 Third Round JOR.

As of December 31, 2024, Edgewater Park collected a total of \$1,269,637.04 in trust funds, including \$1,257,022.04 in development fees<sup>1</sup> and interest and \$12,615.00 in other income, and has expended a total of \$127,231.29, including \$28,150.34 in housing activity, including market-to-affordable units, \$15,717.15 in affordability assistance, and \$83,363.80 in administrative expenditures, leaving a balance in its trust account of \$1,142,405.75. All development fees, payments in lieu of constructing affordable units, other income, and interest generated are deposited in a separate, interest-bearing affordable housing trust account at TD Bank. These funds will be spent in accordance with N.J.A.C. 5:93-8.16, as described in the sections that follow. Edgewater Park Township will rely on N.J.A.C. 5:93 or 5:97 in this Spending Plan, as N.J.S.A. 52:27D-329.2.a(4) provides that “[m]unicipalities may continue to rely on regulations on

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<sup>1</sup> This total of \$1.25 million collected in development fees includes a \$1.1 million non-residential development fee recently collected in October 2021.

development fees and spending plans previously adopted by the council until new rules and regulations are adopted by the department.”

The Township acknowledges that the expenditure of funds contemplated in this spending plan constitute a “commitment” for expenditure pursuant to N.J.S.A. 52:27D-329.2.d., with the four-year time period beginning to run with the date of collection of the funds as may be extended by virtue of the date of the Superior Court’s approval of this Fourth Round Spending Plan.

### **1. Revenues for Certification Period**

To calculate a projection of revenue anticipated during the Fourth Round (2025-2035), the Township considered the following:

- (a) Development fees: \$369,213
  - 1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
  - 2. All projects currently before the planning/zoning board for development approvals that may apply for building permits and certificates of occupancy; and
  - 3. Future development that is likely to occur based on historical rates of development.
- (b) Payment in lieu (PIL): \$0

Actual and committed payments in lieu (PIL) of construction from developers. Although the Township has not previously received any PILs, No additional revenues from payments in lieu of construction are expected over the Fourth Round period, as the FHA was amended by P.L. 2024, c.2 to eliminate N.J.S.A. 52:27D-329.3, which had enabled payments in lieu of construction of affordable units.
- (c) Other funding sources: \$0

Edgewater Park is not anticipating collecting money from other funding sources at this time. Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the affordable housing trust fund are anticipated to come from development fees and interest.
- (d) Projected interest: \$7,097

Based on the current interest rate and projected development fee revenue, Edgewater Park anticipates collecting \$7,097 in interest through 2035.



Table SP-1 - Projected Affordable Trust Fund Revenues – January 1, 2025 through June 30, 2035

Year Source of Funds	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2025-2035 Total
Projected Non- Residential Development Fees	\$0	\$11,250	\$127,023	\$0	\$0	\$22,500	\$0	\$0	\$0	\$0	\$0	\$160,773
Projected Residential Development Fees	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$3,651	\$56,151	\$112,328	\$201,343
Interest	\$72	\$292	\$2,561	\$72	\$72	\$513	\$72	\$72	\$72	\$1,101	\$2,202	\$7,097
<b>Total</b>	<b>\$3,723</b>	<b>\$15,194</b>	<b>\$133,235</b>	<b>\$3,723</b>	<b>\$3,723</b>	<b>\$26,664</b>	<b>\$3,723</b>	<b>\$3,723</b>	<b>\$3,723</b>	<b>\$57,252</b>	<b>\$114,530</b>	<b>\$369,213</b>

**Assumptions:** Edgewater Park Township projects a total of \$369,213 in revenue to be collected between 2025 and 2035 from residential and non-residential development fees and accrued interest. Projected residential development fees are based on estimated growth of 1.3 new housing units per year for a total of 13 new homes being constructed over the next 10 years of the Fourth Round. Additional projected residential development fees are also based on dwellings anticipated to be constructed at the Varsaci site, and potential future residential development. This estimate does not include the residential portion of the Eagle Chase inclusionary development currently under construction or the approved 100% affordable senior rental development from the Walters Group as provided in the Township's Plan, as they will be producing affordable housing and may not be charged a residential affordable housing development fee. Projected non-residential development fees are based on anticipated commercial development, including the commercial portion of the Ariel Mixed Use site, an approved self-storage facility on Block 404, Lot 2.02; and potential future commercial development. Interest is anticipated at 1.96%, the interest rate as of December 2024.

## 2. Administrative Mechanism to Collect and Distribute Funds

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by Edgewater Park:

### Collection of development fee revenues:

All collection of development fee revenues will be consistent with local regulations which follow COAH administrative models for both residential and non-residential developments and in accordance with N.J.S.A. 40:55D-8.1 through 8.7. and N.J.S.A. 52:27D-329.2 as amended by P.L. 2024 c.2.

### Distribution of development fee revenues:

The governing body reviews an expenditure request for consistency with the Spending Plan. The release of funds requires the adoption of the governing body resolution in accordance with the approved Spending Plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

## 3. Description of Anticipated Use of Affordable Housing Funds

### County Owner-Occupied and Local Rental Rehabilitation Programs (N.J.A.C. 5:93-5.2)

The Township's Fourth Round Present Need/Rehabilitation obligation is 72 units. Of this obligation, one (1) unit has been rehabilitated since April 1, 2020 through the Burlington County Home Improvement Loan Program. The Township will continue to participate in the County's homeowner-occupied rehabilitation program through the entirety of the Fourth Round and has an existing participation agreement with the County attached as an exhibit to the Fourth Round HEFSP. Although the Township does not anticipate that the County's homeowner-occupied rehabilitation program will need municipal subsidies at this time, the Township may commit future trust funds, if necessary, to supplement the CDBG funding for the County's homeowner-occupied rehabilitation program.

As also discussed in the Fourth Round HEFSP, approximately 27% of the Township's occupied housing units were renter-occupied. Based on this renter occupancy rate, the Township anticipates a renter-occupied rehabilitation program of 20 units [72-unit Fourth Round Present Need x 27% = 19.44, rounded up to 20 units]. To address the rental component of this obligation, Edgewater Park will continue to participate in the local consortium of Burlington County municipalities, administered by CGP&H, an experienced housing rehabilitation program administrator, that operates a housing rehabilitation program for renter-occupied housing units in the Township. This 20-unit local rental rehabilitation program will be funded through the Township's affordable housing trust fund. The Township will set aside \$280,000 from its affordable housing trust fund to cover the cost of rehabilitating up to 20 deficient rental

units within the Township that are occupied by low- and moderate-income households. The \$280,000 set-aside includes a total of \$14,000 per unit x 20 units [\$10,000 per unit for hard costs (major system repairs/replacement, etc.) and \$4,000 per unit of potential administrative costs paid to the administrative entity.]

**Land Acquisition** (N.J.A.C. 5:93-8.16(a))

Although an additional 100% affordable housing site is not needed to address a Fourth Round fair share obligation, the Township will acquire land for the future production of affordable housing for its upcoming Fifth Round obligation. The municipal acquisition of land is specifically permitted in both the FHA at N.J.S.A. 52:27D-301 et seq., and in the regulations at N.J.A.C. 5:93-8.16(a).

**Affordability Assistance** (N.J.A.C. 5:93-8.16(c))

As of December 31, 2024, Edgewater Park Township has spent \$15,717.15 on affordability assistance (as noted above, almost \$1.1 million was collected late at the end of the Third Round, thus this Fourth Round spending plan will address the statutory/regulatory requirements for affordability assistance commitments). Table SP-2 summarizes this expenditure and indicates the minimum amount anticipated being available for affordability assistance to low- and moderate-income households, including very low-income households through the Fourth Round.

**SP-2 - Projected Minimum Affordability Assistance Requirement**

Actual development fees to 12/31/2024		\$1,199,821.39
Actual interest earned to 12/31/2024	+	\$57,200.65
Development fees projected 1/1/2025-6/30/2035	+	\$362,115.32
Interest projected 1/1/2025-6/30/2035	+	\$7,097.46
<b>Total</b>	<b>=</b>	<b>\$1,626,234.82</b>
30% requirement	x 0.30 =	\$487,870.45
Less affordability assistance expenditures to 12/31/2024	-	\$15,717.15
<b>Projected Minimum Affordability Assistance Requirement</b>	<b>=</b>	<b>\$472,153.30</b>

The Township is required to spend a minimum of 30 percent of trust fund revenue generated from development fees and interest to render existing affordable units more affordable and at least one-third of that amount must be dedicated to very low-income households or to create very low-income units (i.e. households earning less than 30 percent of the regional median income).

As shown in Table SP-2, the Township shall dedicate \$472,153.30 from the affordable housing trust fund to render units more affordable. The Township will exceed this requirement by providing \$475,000 in affordability assistance through June 30, 2035. The Township may use a variety of mechanisms to provide affordability assistance, including but not limited to:

- Emergency Repair Program;
- Down-payment assistance;
- Rental assistance;
- Security deposit assistance;
- Low interest loans;
- Assistance with homeowners' association or condominium fees and special assessments; and/or
- Conversion of low-income units to very-low-income units or the creation of new very-low income units, etc.

**Very Low-Income Affordability Assistance (N.J.A.C. 5:97-8.8(a))**

As shown in Table SP-3, Edgewater Park Township's very low-income affordability assistance requirement is \$144,401.39, which is calculated based upon one-third of 30 percent of actual and projected development fees and interest as of July 17, 2008. As of December 31, 2024, the Township had spent \$15,717.15 on very low-income affordability assistance and projects that it must dedicate \$144,401.39 to very low-income housing units and/or households through the Fourth Round.

**Table SP-3. Projected Minimum Very Low-Income  
Affordability Assistance Requirement**

Actual development fees collected (7/17/2008 - 12/31/2024)		\$1,177,997.89
Actual interest earned (7/17/2008 - 12/31/2024)	+	\$53,974.75
Projected development fees (1/1/2025 - 6/30/2035)	+	\$362,115.32
Projected interest (1/1/2025 - 6/30/2035)	+	\$7,097.46
<b>Total</b>	<b>=</b>	<b>\$1,601,185.42</b>
30 percent requirement	x 0.30 =	\$480,355.63
1/3 requirement	÷ 3 =	\$160,118.54
Less very low-income affordability assistance expenditures through 12/31/2024	-	\$15,717.15
<b>Projected Minimum Very Low-Income Affordability Assistance Requirement</b>	<b>x 0.33 =</b>	<b>\$144,401.39</b>

**Specific Projects –**

Edgewater Park Township 100% Affordable Senior/Supportive Apartments

As discussed in the Township’s Fourth Round HEFSP, the approved 100% affordable site, known as the Edgewater Park Senior/Supportive Apartments, requires approximately \$350,000 in affordability assistance to assist in the creation of very low-income units at the site. The Township will commit \$150,000 in very low-income trust funds to the Walters Group to fund the unanticipated capital costs associated with upgrading, repairing, and connecting to an existing, privately owned and operated pump station on a neighboring site, as well as for ongoing operations and maintenance costs for 15 years. Also, the balance of \$200,000 very low-income affordability assistance will assist Walters with additional funds needed to cover unforeseen construction cost increases due to economic conditions.

Local Rental Rehabilitation Program

The Township’s rental rehabilitation program will specifically include emergency repairs focused on very low-income households in order to address its future affordability assistance requirement including very low-income affordability assistance requirements.

**Administrative Expenses (N.J.A.C. 5:93-8.16(e))**

Edgewater Park Township may use affordable housing trust fund revenue for related administrative costs up to a 20% limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis based on actual revenues.

As shown in Table SP-4, the Township projects that \$244,406.16 may be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20% cap, are as follows:

- Township Administrator, Attorney, Engineer, and Planner fees related to plan preparation and implementation;
- Local Rental Rehabilitation Program administration fees.

**Table SP-4 - Projected Allowed Administrative Expenses**

Development fees collected to 12/31/2024		\$1,199,821.39
Interest collected to 12/31/2024	+	\$57,200.65
Other deposits to 12/31/2024	+	\$12,615.00
Development fees projected 1/1/2025-6/30/2035	+	\$362,115.32
Interest projected 1/1/2025-12/31/2035	+	\$7,097.46
<b>Total</b>	<b>=</b>	<b>\$1,638,849.82</b>
20% maximum permitted administrative expenses	x 0.20 =	\$327,769.96
Less administrative expenditures through 12/31/2024	-	\$83,363.80
<b>Projected allowed administrative expenditures 1/1 2025 to 6/30/2035</b>	<b>=</b>	<b>\$244,406.16</b>

#### 4. Expenditure Schedule

Edgewater Park Township intends to use collected affordable housing trust fund revenues to cover land acquisition costs of approximately \$512,212.37 and to provide very low-income affordability assistance of approximately \$350,000 for the approved 100% affordable, municipally sponsored development – Edgewater Park Twp Senior /Supportive Housing Apartments (Walters Group) site as well as very low-income affordability assistance of \$125,000 for an emergency repairs fund for the Township’s rental rehabilitation program. Additional trust fund expenditures will include affordability assistance for the creation of very low-income units and making existing units more affordable, dedicating funds towards the Township’s rental rehabilitation program of \$280,000, and administrative costs related to affordable housing efforts up to the maximum of 20% of collected funds which may be up to \$244,406.16.



Table SP-5 - Projected Expenditure Schedule, 2025 through 2035

Program	Units	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2025-2035 Total
Rental Rehabilitation Hard and Soft Costs	20		\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$280,000
Housing Activity – Land Acq.				\$512,212.37									\$512,212.37
Very-Low Affordability Assistance: 100% Seniors -	8 very-low (Walters)		\$350,000										\$350,000
Very-Low Affordability Assistance: Emergency Rental Rehab Repairs Fund	20 very-low rental rehab		\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$125,000
Administration		\$80,406	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$38,000	\$244,406.16
<b>Total</b>		<b>\$80,406</b>	<b>\$404,500</b>	<b>\$566,712</b>	<b>\$54,500</b>	<b>\$54,500</b>	<b>\$54,500</b>	<b>\$54,500</b>	<b>\$54,500</b>	<b>\$54,500</b>	<b>\$54,500</b>	<b>\$78,500</b>	<b>\$1,511,618.53</b>

## **5. Excess or Shortfall of Funds**

The Township currently has over \$1.1 million in the trust account which is more than enough to fund both the \$280,000 rental rehab program and the \$350,000 commitment towards 100% affordable Senior/Supportive housing site which received full funding through HMFA's LIHTC award in December 2024. Thus, the Township does not anticipate a shortfall of funds for any affordable housing program detailed in its Fourth Round HEFSP. Any excess in funds collected over what has been projected will be dedicated to additional very low-income affordability assistance, to the extent required, to the Township's land acquisition efforts for the future production of affordable housing and toward the Township's Rehabilitation program, as available.

## **6. Monitoring**

In accordance with the requirements of N.J.S.A. 52:27D-301 et seq. as amended by P.L. 2024 c.2, by February 15 of each year of the Fourth Round, the Township will provide data entry in DCA's new AHMS monitoring system including a detailed accounting of all residential and non-residential fees collected, interest earned, and other income collected and deposited into the Township's affordable housing trust fund during the prior calendar year. The Township will also provide a detailed accounting of all expenditures of affordable housing trust funds during the prior calendar year, including purposes and amounts, and documentation of the balance remaining in the affordable housing trust fund as of December 31 of that year.

## **7. Summary**

Edgewater Park Township intends to spend affordable housing trust fund revenues pursuant to the regulations governing such funds and consistent with the Fourth Round HEFSP. As of December 31, 2024, the Township had a balance of \$1,142,405.75 and projects an additional \$369,213 in revenues during the Fourth Round for a total of \$1,511,618.53 by June 30, 2025. The Township will meet its very low-income affordability assistance expenditure requirement by providing \$475,000 in very low-income affordability assistance, including at least \$350,000 for the creation of very low-income units at the 100% affordable housing site and \$125,000 for emergency repairs of housing units occupied by very low-income households. The Township will also dedicate \$280,000 towards the Township's rental rehabilitation program, \$512,212.37 towards future land acquisition, and \$244,406.16 on administrative costs related to affordable housing efforts during the Fourth Round. Table SP-6 provides a summary of the Township's Spending Plan for the Fourth Round.

Table SP-6 – Spending Plan Summary

REVENUES		
Balance as of December 31, 2024		\$1,142,405.75
Projected Revenue from 1/1/2025 through 6/30/2035		
1. Development fees	+	\$362,115.32
2. Payments in lieu of construction	+	\$0
3. Other funds	+	\$0
Interest	+	\$7,097.46
<b>Total Projected Revenue</b>	<b>=</b>	<b>\$1,511,618.53</b>
EXPENDITURES		
Rental Rehabilitation Hard and Soft Costs	+	\$280,000.00
Housing Activity - Future Land Acquisition	+	\$512,212.37
Very-Low Affordability Assistance - 100% Site	+	\$350,000.00
Very-Low Affordability Assistance – Emergency Repairs		\$125,000.00
Administration	+	\$244,406.16
<b>Total Projected Expenditures</b>	<b>=</b>	<b>\$1,511,618.53</b>