

Appendix J

Creditworthiness of Completed Family Rental Housing Units

1841 Burlington-Mt. Holly Road

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

Municipality: WESTAMPTON

County: BURLINGTON

Sponsor: The SALT AND Light Co., Inc

Developer: —

Block: 1208 Lot: 11

Street Address: 1841 Burlington-Mt Holly Rd

Facility Name: NONE

<p>Section 1: Type of Facility:</p> <p><input type="checkbox"/> Licensed Group Home</p> <p><input checked="" type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other - Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project:</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____</p> <p><input type="checkbox"/> Balanced Housing - Amount \$ _____</p> <p><input type="checkbox"/> HUD - Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank - Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration - Amount \$ _____</p> <p><input type="checkbox"/> Development fees - Amount \$ _____</p> <p><input type="checkbox"/> Bank financing - Amount \$ _____</p> <p><input type="checkbox"/> Other - Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>6</u></p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</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>Section 5:</p> <p>Length of Controls: <u>30</u> years</p> <p>Effective Date of Controls: <u>3/3/2020</u></p> <p>Expiration Date of Controls: <u>3/3/2050</u></p> <p>Average Length of Stay: <u>12</u> months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: _____</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>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____ years</p> <p>Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <p><input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CARU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): _____</p> <p>Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: [Signature]
Project Administrator

Date: 3/5/2020

Certified by: _____
Municipal Housing Liaison

Date: _____



New Jersey Is An Equal Opportunity Employer



1841

Tax Account Maintenance									
Add	Edit	Close	Delete	Previous	Next	Detail	Letter	Help	
Block: 1208				Notes Exist					
Lot: 11									
Qualifier:									
Owner: SALT & LIGHT COMPANY, INC									
Prop Loc: 1841 BURL-MT HOLLY ROAD				Account Id: 00001430			Tax Bill PTR Form Restricted Edit		
General		Assessed Value		Additional		Billing		Deductions	
Owner Street 1: 1841 BURL-MT HOLLY ROAD		Balance		All Charges		Add/Omit		Notes	
Street 2:		Additional Lot 1:		Additional Lot 2:		Property Class: 4A		Parcel Key:	
City/St: WESTAMPTON NJ		Unpaid Interest: .00		Vendor:		User Msgs:			
Zip: 08060									
Country:									
Phone: ()									
Email:									
Bank Code:									
Municipal Lien:		Assignment:		Bankruptcy:		APR 2:		Exclude from Tax Sale:	
Outside Lien:		Sp Charges:		Install. Plan:				Do Not Accept Online Payment:	

New Search	Assessment Postcard	Property Card
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Block: 1208 Prop Loc: 1841 BURL-MT HOLLY ROAD Owner: SALT & LIGHT COMPANY, INC Square Ft: 0
 Lot: 11 District: 0337 WESTAMPTON Street: 1841 BURL-MT HOLLY ROAD Year Built: 1988
 Qual: X Class: 15D City State: WESTAMPTON NJ 08060 Style:

Prior Block: 10.U Acct Num:
 Prior Lot: 28.A Mtg Acct:
 Prior Qual: Bank Code: 0
 Updated: 01/06/20 Tax Codes:
 Zone: Map Page:

Additional Information
 Addl Lots:
 Land Desc: 2.6 AC
 Bldg Desc: OFFICES/APT
 Class4Cd: 101
 Acreage: 0
 Sale Information
 Price: 395000 NU#: 17

EPL Code: 20 4 1
 Statute: 54:4-3.6
 Initial: 010116 Further: 110116
 Desc: ADMINISTRATIVE BLDG.
 Taxes: 0.00 / 0.00

Sale Date: 12/16/13 Book: 13109 Page: 6909 Price: 395000 NU#: 17

Sr1a	Date	Book	Page	Price	NU#	Ratio	Grantee
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TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot Exemption Assessed	Property Class
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2020	SALT & LIGHT COMPANY, INC	603100 0 996200	15D
	1841 BURL-MT HOLLY ROAD	393100	
	WESTAMPTON NJ 08060	996200	

2019	SALT & LIGHT COMPANY, INC	553100 0 846200	15D
	1841 BURL-MT HOLLY ROAD	293100	
	WESTAMPTON NJ 08060	846200	

2018	SALT & LIGHT COMPANY, INC	553100 0 846200	15D
	1841 BURL-MT HOLLY ROAD	293100	
	WESTAMPTON NJ 08060	846200	

2017	SALT & LIGHT COMPANY, INC	553100 0 846200	15D
	1841 BURL-MT HOLLY ROAD	293100	
	WESTAMPTON NJ 08060	846200	

*Click on Underlined Year for Tax List Page

*Click Here for More History

updated June 2007

BURLINGTON COUNTY
CLERK

Deed Restriction 2020 MAR -3 PM 1:52

**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 24th day of February, 2020, by and between The Township of Westampton, having offices at 710 Rancocas Road, Westampton, NJ 08060 (the "Township") and The Salt and Light Company, Inc. a New Jersey Corporation having offices at 1841 Burlington-Mt. Holly Rd. Westampton, NJ 08060-1069 the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

Pursuant to the conditions of Resolution No. 1-2013 memorialized by the Westampton Township Land Development Board on February 6, 2013 (see Exhibit A), the owner hereby agrees to convert provide five (5) apartments that will be deed restricted as affordable housing units and to abide by 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 improvements thereon, that is located in the municipality of the Township of Westampton, County of Burlington, State of New Jersey, and described more specifically as Block No. 1208, Lots No. 11 and 11.01, and known by the street addresses: 1841 Burlington-Mt. Holly Road, Westampton, NJ 08060.

This restriction specifically applies to the five (5) "very low income" affordable units now constructed within the existing mixed use building on the site and were approved by the Westampton Land Development Board in Resolution 1-2013. This deed restriction for the five (5) units is a condition of said approval.

The apartments deed restricted for affordable housing shall be known as 1841 Route 541, Apartments 1, 2, 3, 4 and 5, Westampton Township as indicated on the floor plans for the apartment building, that is proposed for the property.

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, 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 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.

- A. 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 "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, 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 the Administrative Agent. 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 Administrative Agent.
- 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 Administrative Agent.
- D. The Owner shall notify the Administrative Agent and 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 Administrative Agent and 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 Administrative Agent, 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 low and moderate-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 Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

updated June 2007

- 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 and 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 Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

THE SALT AND LIGHT COMPANY, INC.

BY: [Signature]
Kent R. Pipes, *President*

APPROVED BY Westampton Township

BY: [Signature]
Sandy Henley, *Mayor*

*County of Burlington
State of New Jersey*

ACKNOWLEDGEMENTS

On this the 25th day of February, 2020 before me came Kent R. Pipes, to me known and known to me to be President of The Salt and Light Company, Inc., the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

[Signature]

NOTARY PUBLIC

*County of Burlington
State of New Jersey*

On this the 29th day of Feb., 2020 before me came Sandy Henley known and known to me to be Mayor of Westampton Twp. the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

[Signature]

NOTARY PUBLIC

MARION D. KARP
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 11, 2023

SONYA T. STACKPOLE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 09/03/2023

LIHTC #1503

Prepared By:


Johanna Peña

DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of June 27, 2017 shall run with the land and is granted by **Westampton LIHTC, LLC**, and its successors and assigns (the "Project Owner") whose principal address is **5 Powell Lane, Collingswood, NJ 08108**, to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the **2017 Binding Agreement** for the building(s) described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in an annual amount not to exceed **\$1,305,560** to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The **six** building(s), which consist of a total of **72** residential rental units, of which **72** are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42(g)(1) of the Code and regulations promulgated thereunder, the rental units which will be rented or available for rental on a continuous basis to members of the general public, shall be known as **Willows at Westampton** (the "Project"). The Project is located at **1, 101-112, 201-212, 301-312, 401-412, 501-512 and 601-612 Justin Drive**, Municipal Tax Map Block No. **401**, Lot No. **2.01, 7 & 8** in the County of **Burlington**, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.
- (2) ☐ If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.

- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is **100** percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5) below.
- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date specified in paragraph (5) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Project Owner elected to increase the compliance period as indicated with an ("X") below:

[X] If this box is checked, the Project Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Project Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one-year period of time specified in this paragraph (5).

- (6) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in **2018**.

- (7) The federal set-aside, as defined by section 42(g)(1) of the Tax Code, which was selected by the Project Owner in its Application requires that **40** percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is **60** percent or less of area median gross income (AMGI) (“income eligible members of the public”). The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (8) ☒ If this box is checked, the Project is also subject to the state set-aside, which is defined in the **2015** Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that **10** percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is **30** percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (9) ☒ If this box is checked, the Project Owner must restrict the greater of 5 units or 5 percent of the total units for occupancy by individuals with special needs. The Owner must also make available at a reasonable cost to all tenants with special needs a minimum of two appropriate and accessible social services. One of the social services must be a social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. This restriction shall be in place throughout the extended use period.
- (10) ☐ If this box is checked, the Project is a Special Needs Project (Supported Housing) as defined in the _____ Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must restrict at least 25 percent of the total project units for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social service coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs. Notwithstanding the above, if after a period of sixty (60) days of a unit described in this paragraph becoming unoccupied the Project cannot identify an eligible person within the special needs population selected by the Project Owner in its Application to rent the unoccupied unit, such unit may be leased to any low income housing tax credit eligible person or family, with a preference given first to eligible persons in other special needs populations. The next unit of similar size in the Project that becomes unoccupied shall be rented to an eligible person within the special needs population selected by the Project Owner in its Application on the same terms set forth herein.

- (11) **[X]** If this box is checked, the Project Owner is required to make available to tenants of all LIHTC units 3 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the **2015** Qualified Allocation Plan, and as selected by the Project Owner in its Application. Social services may be modified to better address the needs of the low-income tenants of the Project upon written approval of the Agency.
- (12) The Project Owner agrees to employ throughout the compliance period a staff person who has successfully completed a NJHMFA-approved tax credit certification program with a continuing education component prior to the project being placed in service. The staff person responsible for verification of tenant income must be the person to successfully pass the certification examination and maintain the certification for the term of the compliance and extended use periods.
- (13) **[X]** If this box is checked, the Project Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of 3 unit amenities and 2 project amenities and at least one community policing or public safety enhancement as defined in the **2015** Qualified Allocation Plan.
- (14) **[X]** If this box is checked, the Project Owner agrees to successfully participate in the NJHMFA Green Future Program; the LEED certification program; evidence of the installation of a solar photovoltaic system sized to cover at least 75% of the project's interior common area electrical expense and at least a 20-kilowatt system; the Microload program; or the Energy Star V3 program as defined in the 2013 QAP through the end of the extended use period.
- (15) Pursuant to section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.
- (16) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise permitted under section 42 of the Code for the term of the extended use period and a period of three (3) years following any termination of this Covenant, including any termination by foreclosure or instrument in lieu of.
- (17) Pursuant to section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under section 8 of the United States Housing Act of 1937 of the status of the prospective tenant as such a holder.

- (18) This Covenant shall constitute an agreement between the Agency and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (19) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (20) The Project Owner agrees (i) to obtain the consent of any recorded lien holder on the Project to the terms and conditions of this Covenant and (ii) it will not grant to any lien holder an interest in the Project that is superior to the terms and conditions of this Covenant. Such consent and subordination of the interests of all recorded lien holders on the Project shall be conditions precedent to the issuance of IRS Form(s) 8609.
- (21) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.
- (22) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. Project Owner expressly agrees to enter into such amendments as may be necessary to maintain compliance under section 42 of the Code.
- (23) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.
- (24) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.
- (25) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.


- (26) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.
- (27) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.
- (28) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

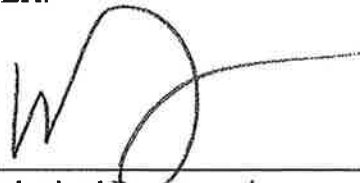
Signatures: This Covenant is granted by the Project Owner whose duly authorized representative's signature appears below.

Sworn and subscribed to before
the undersigned Notary Public or
Attorney on the date appearing below:

WITNESS
(IF INDIVIDUAL, LLC, OR PARTNERSHIP)


Ronen L. Mitra

PROJECT OWNER:

By: 
Authorized Representative

M. Brad Ingerman, President of Managing
(Print Name, Title, Organization) Member

ATTEST (IF A CORPORATION)

PROJECT OWNER:

Secretary

By: _____
President (Corporation)

Print Name

ACKNOWLEDGEMENT FOR PARTNERSHIP

(who has a corporate entity as general partner)

STATE OF NEW JERSEY)
) SS:
 COUNTY OF)

I CERTIFY that on _____, 2017,
 _____ OF THE PARTNERSHIP personally came
 before me, and this person acknowledged under oath, to my satisfaction, that (a) this person is the
 President of _____ who is the general partner of
 _____, the Owner named in this document (the "Partnership");
 and (b) this document was signed and delivered by the Partnership as its voluntary act duly authorized
 by a proper resolution of the Board of Directors of the General Partner.

SWORN TO AND SUBSCRIBED
 before me, the date aforesaid.

 Notary Public

ACKNOWLEDGEMENT FOR LIMITED LIABILITY COMPANY

STATE OF NEW JERSEY)
) SS:
 COUNTY OF Camden)

I CERTIFY that on June 21, 2017, M. Brad Ingerman
 personally came before me, and this person acknowledged under oath, to my satisfaction, that (a) this
 person is the Managing Member of Westampton LEHTC, LLC, the Owner named in this
 document (the "LLC"); and (b) this document was signed and delivered by the Company as its voluntary
 act duly authorized by a proper resolution of the Company.

SWORN TO AND SUBSCRIBED
 before me, the date aforesaid.


Patrizia A. Evola
 Notary Public

PATRIZIA A. EVOLA
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 4/27/2022

WITNESS



NEW JERSEY HOUSING AND
MORTGAGE FINANCE AGENCY

By: 
Debra M. Urban
Senior Director of Programs

Date: 6-22-17

STATE OF NEW JERSEY, COUNTY OF MERCER **SS:**

I CERTIFY that on June 22, 2017, **DEBRA M. URBAN** personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Senior Director of Programs** of **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) she executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.



Notary Public of the State of New Jersey

My Commission Expires on _____

Aida Luz Silva
Notary Public of New Jersey
My Commission Expires: July 19, 2017

EXHIBIT "A"
REVISED 6/22/2017
LEGAL DESCRIPTION

File No.: **1157AV-01**

ALL THAT CERTAIN tract or parcel of land and premises lying, being and situate in Westampton Township, Burlington County, and State of New Jersey being more particularly described as follows:

BEGINNING at a corner to Block 401, combined Lots 2.01, 7 & 8 (as about to be described in total combination herein), said corner being located along or near the center of County Route 630 (aka Woodlane Road-Variable Width Right-of-Way), said point-of-beginning also being located at the termination of deed course #7 as previously set forth in Deed Book OR13169, Page 9349, Parcel #1; furthermore said point-of-beginning having New Jersey State Plane Coordinate Grid System Coordinate Values (NAD '83-2011) of North: 433,448.0039 feet; East: 394,233.4414 feet, running thence and continuing in said New Jersey State Plane Coordinate Grid System:

- 1. Along the dividing line between Block 401, combined Lots 2.01 7 & 8 and Lot 6.02, passing through a concrete monument found along this course, North 18°54'03" East, a distance of 364.25 feet to a concrete monument found for a corner to the same, thence;**
- 2. Along the dividing line between Block 401, combined Lots 2.01 7 & 8, Lot 6.02, Lot 6, Lot 6.01 and Lot 4, North 74°30'36" West, a distance of 632.23 feet to a concrete monument found for a common corner to the same and Block 401, Lot 4, thence;**
- 3. Along the dividing line between Block 401, combined Lots 2.01 7 & 8 and Lot 4, North 29°40'22" East, a distance of 593.28 feet to a corner to the same, thence;**
- 4. Along the same, North 62°49'38" West, a distance of 383.50 feet to an iron pin found for a corner to the same, thence;**
- 5. Along the same, South 29°59'27" West, a distance of 560.08 feet to an iron pin found for a common corner to the same and Block 401, Lot 3, thence;**
- 6. Along the dividing line between Block 401, combined Lots 2.01 7 & 8 and Lot 3, North 75°35'03" West, a distance of 438.54 feet to an iron pin found for a common corner to the same, Block 401.01, Lot 92 and Block 401.01, Lot 68, said Lot 68 being a portion of lands now or formerly known as "Rolling Hills East" as previously set forth on a map entitled "Rolling Hills East, Section I, Westampton Township, Burlington County, New Jersey", recorded in the Burlington County Clerk's Office on November 19, 1988 as Filed Map Number 04821 (2 Sheets); furthermore said corner having New Jersey State Plane Coordinate Grid System Coordinate Values (NAD '83-2011) of North: 434,276.1678 feet; East: 392,989.9966 feet, thence following along the dividing line between Block 401, combined Lots 2.01 7 & 8 and Block 401.01, Lots 68-41, lands now or formerly known as "Rolling Hills East", the following eleven (11) courses;**
- 7. North 13°33'38" East, a distance of 343.88 feet to a corner, thence;**
- 8. North 71°07'27" East, a distance of 55.70 feet to an iron pin found for a corner, thence;**
- 9. North 39°36'40" East, a distance of 54.48 feet to a corner, thence;**

10. North 08°59'50" West, a distance of 139.86 feet to a corner, thence;
11. North 14°50'34" East, a distance of 88.29 feet to a corner, thence;
12. North 49°46'24" East, a distance of 110.62 feet to a corner, thence;
13. North 53°43'27" East, a distance of 122.77 feet to a corner, thence;
14. North 22°46'42" West, a distance of 85.24 feet to a corner, thence;
15. North 06°42'35" East, a distance of 45.39 feet to a corner, thence;
16. North 43°46'13" East, a distance of 98.06 feet to a corner, thence;
17. South 78°22'03" East, a distance of 108.31 feet to a corner, thence;
18. Along the dividing line between Block 401, combined Lots 2.01, 7 & 8 and Lot 2.02, South 78°22'03" West, a distance of 354.14 feet to a corner to the same, thence;
19. Along the same, North 04°45'47" West, a distance of 155.33 to a corner to the same, thence;
20. Along the same, North 42°57'06" West, a distance of 68.81 feet to a corner to the same, thence;
21. Along the same, North 61°38'51" West, a distance of 107.46 feet to a corner to the same, thence;
22. Along the same, North 11°07'41" West, a distance of 110.83 feet to a corner to the same in line of Block 401.03, Lot 22, said Lot 22 being a portion of lands now or formerly known as "Mill Creek Commons", as previously set forth on a map entitled "Final Plat , Phase II, Block 401, Lot 1 for Mill Creek Commons, Westampton Township, Burlington County, New Jersey", recorded in the Burlington County Clerk's Office on August 12, 1997 as Document Number 3114413, thence;
23. Along the dividing line between Block 401, combined Lots 2.01 7 & 8, Block 401.03, Lot 22, lands now or formerly known as "Mill Creek Commons", thence continuing along Block 401, Lot 1, South 75°02'16" East, a distance of 457.51 feet to a corner to the same and Block 401, Lot 1; furthermore said corner having New Jersey State Plane Coordinate Grid System Coordinate Values (NAD '83-2011) of North: 435,386.0703 feet; East: 394,101.5786 feet, thence;
24. Along the dividing line between Block 401, combined Lots 2.01 7 & 8 and Lot 1, South 10°27'50" West, a distance of 305.47 feet to a corner to the same, thence;
25. Along the same, South 59°14'47" East, a distance of 405.76 feet to a corner to the same, thence;
26. Along the same, South 51°29'47" East, a distance of 211.20 feet to a corner to the same, thence;
27. Along the same, South 26°29'47" East, a distance of 207.24 feet to a corner to the same, thence;

28. Along the same, North 19°45'12" East, a distance of 793.85 feet to a corner to the same, thence;
29. Along the same, thence along Block 401, Lot 9, South 73°27'59" East, a distance of 663.44 feet to a corner to the same, said corner being located along or near an angle point in the westerly line of a 120' Wide Public Service Electric & Gas Company Right-of-Way; furthermore said corner having New Jersey State Plane Coordinate Grid System Coordinate Values (NAD '83-2011) of North: 435,119.5775 feet; East: 395,556.8407 feet, thence;
30. Along the dividing line between Block 401, combined Lots 2.01 7 & 8 and Lot 9, following along or near the westerly line of said 120' Wide Public Service Electric & Gas Company Right-of-Way, South 18°54'42" West, a distance of 1,939.61 feet to a corner in line of the same in or near the center of the aforementioned County Route 630 (aka Woodlane Road); furthermore said corner having New Jersey State Plane Coordinate Grid System Coordinate Values (NAD '83-2011) of North: 433,284.6699 feet; East: 394,928.1649 feet, thence;
31. Along or near the center of said County Route 630 (aka Woodlane Road), North 77°07'14" West, a distance of 339.08 feet to a corner located at the intersection of the same with line of Block 401, combined Lots 2.01 7 & 8, thence;
32. Along the dividing line of Block 401, combined Lots 2.01 7 & 8, North 12°52'46" East, a distance of 20.00 feet to a corner located at the intersection of the same with the existing northerly line of said County Route 630 (aka Woodlane Road), thence;
33. Along the existing northerly line of said County Route 630 (aka Woodlane Road), following parallel with and twenty (20') feet distant as measured at right angles in a northerly direction from the center of the same, North 77°07'14" West, a distance of 209.00 feet to a corner located at the intersection of the same with line of Block 401, combined Lots 2.01 7 & 8, thence;
34. Along the dividing line of Block 401, combined Lots 2.01 7 & 8, South 12°52'46" West, a distance of 20.00 feet to a corner to the same located in or near the center of said County Route 630 (aka Woodlane Road), thence;
35. Along or near the center of said County Route 630 (aka Woodlane Road), North 77°07'14" West, a distance of 147.80 feet to a corner to the same located in or near the same, said corner also being located at termination of deed course #6 as previously set forth in Deed Book OR13169, Page 9349, Parcel #2; furthermore said corner having New Jersey State Plane Coordinate Grid System Coordinate Values (NAD '83-2011) of North: 433,439.7761 feet; East: 394,249.8183 feet, thence;
36. Along or near the same, North 19°45'12" East, a distance of 3.58 feet to a corner in or near the same, thence;
37. Along or near the same, North 74°33'23" West, a distance of 18.25 feet to the point and place of BEGINNING.

TOGETHER with the benefits of and subject to the terms and conditions contained in a certain Utility Easement by and between Robert B. Badat and Constance M. Badat, his wife and Westampton LIHTC, LLC, dated April 26, 2016, made effective the date hereof to be recorded simultaneously herein.

This description was prepared, in part, with reference to a map entitled, "ALTA/ACSM Land Title Survey Block 401, Combined Lots 2.01, 7 & 8 situated in Township of Westampton, Burlington County, New Jersey," previously prepared by Carroll Engineering, dated January 8, 2016, last revised June 22, 2017, Drawing Number 200.3811.

This description was also prepared, in part, with reference to a map entitled "Final Plat Minor Subdivision, Block 401 Lot 2, Westampton Township, Burlington County, New Jersey", prepared by CME Associates dated September 1, 2015 (last revised October 13, 2016) and filed with the Burlington County Clerk's Office on December 9, 2016 in Book OR13253, Page 5172.

Unit Max Rent Report

Federal Set Aside=60.00

As of Date=08/17/2020

Willows at Westampton

Unit	Restriction	Rent	Federal	Most Restrictive	Current	Utility
Unit	Restriction	Max Rent	Max Rent	Rent	Allowance	
westamp						
101	L 50.00	1,507.00	1,256.00	1,042.00	94.00	
102	M 60.00	1,305.00	1,305.00	1,102.00	78.00	
103	M 60.00	1,507.00	1,507.00	1,269.00	94.00	
104	M 60.00	1,305.00	1,305.00	1,138.00	78.00	
105	VL 30.00	1,087.00	543.00	431.00	76.00	
106	L 50.00	1,305.00	1,087.00	905.00	78.00	
107	L 50.00	1,305.00	1,087.00	905.00	78.00	
108	M 60.00	1,507.00	1,507.00	1,269.00	94.00	
109	L 50.00	1,305.00	1,087.00	905.00	78.00	
110	M 60.00	1,507.00	1,507.00	1,269.00	94.00	
111	L 50.00	1,305.00	1,087.00	905.00	78.00	
112	M 60.00	1,087.00	1,087.00	263.00	76.00	
201	M 60.00	1,507.00	1,507.00	0.00	94.00	
202	L 50.00	1,305.00	1,087.00	179.00	78.00	
203	M 60.00	1,507.00	1,507.00	1,269.00	94.00	
204	L 50.00	1,305.00	1,087.00	125.00	78.00	
205	L 50.00	1,087.00	906.00	769.00	76.00	
206	L 50.00	1,305.00	1,087.00	176.00	78.00	
207	M 60.00	1,305.00	1,305.00	477.00	78.00	
208	L 50.00	1,507.00	1,256.00	1,042.00	94.00	
209	M 60.00	1,305.00	1,305.00	1,102.00	78.00	
210	L 50.00	1,507.00	1,256.00	1,042.00	94.00	
211	M 60.00	1,305.00	1,305.00	1,138.00	78.00	
212	VL 20.00	1,087.00	362.00	252.00	76.00	
301	L 50.00	1,507.00	1,256.00	1,042.00	94.00	
302	L 50.00	1,305.00	1,087.00	905.00	78.00	
303	M 60.00	1,507.00	1,507.00	1,269.00	94.00	

36 Moderate Income Units = 50 to 80% of median
 28 Low Income Units = 50% or less of median
 8 Very Low Income Units = 30% or less of median
 72 Total

Unit Max Rent Report

Federal Set Aside=60.00

As of Date=08/17/2020

304	L	50.00	1,305.00	1,087.00	905.00	78.00
305	M	60.00	1,087.00	1,087.00	908.00	76.00
306	L	50.00	1,305.00	1,087.00	935.00	78.00
307	V L	20.00	1,305.00	435.00	315.00	78.00
308	M	60.00	1,507.00	1,507.00	1,269.00	94.00
309	M	60.00	1,305.00	1,305.00	1,102.00	78.00
310	L	50.00	1,507.00	1,256.00	1,042.00	94.00
311	M	60.00	1,305.00	1,305.00	1,102.00	78.00
312	V L	30.00	1,087.00	543.00	415.00	76.00
401	L	50.00	1,305.00	1,087.00	55.00	78.00
402	L	50.00	1,305.00	1,087.00	905.00	78.00
403	V L	20.00	1,305.00	435.00	315.00	78.00
404	L	50.00	1,305.00	1,087.00	905.00	78.00
405	L	50.00	1,087.00	906.00	744.00	76.00
406	M	60.00	1,305.00	1,305.00	1,102.00	78.00
407	M	60.00	1,305.00	1,305.00	1,102.00	78.00
408	M	60.00	1,305.00	1,305.00	232.00	78.00
409	M	60.00	1,305.00	1,305.00	661.00	78.00
410	M	60.00	1,305.00	1,305.00	1,102.00	78.00
411	L	50.00	1,305.00	1,087.00	905.00	78.00
412	M	60.00	1,087.00	1,087.00	908.00	76.00
501	L	50.00	1,507.00	1,256.00	1,042.00	94.00
502	V L	20.00	1,305.00	435.00	315.00	78.00
503	M	60.00	1,507.00	1,507.00	1,269.00	94.00
504	L	50.00	1,305.00	1,087.00	0.00	78.00
505	V L	20.00	1,087.00	362.00	252.00	76.00
506	M	60.00	1,305.00	1,305.00	1,138.00	78.00
507	M	60.00	1,305.00	1,305.00	1,102.00	78.00
508	M	60.00	1,507.00	1,507.00	1,042.00	94.00
509	M	60.00	1,305.00	1,305.00	1,102.00	78.00

2020 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents*** Sales***	Regional Asset Limit****
Region 1 Bergen, Hudson, Passaic and Sussex	Median	\$67,166	\$71,964	\$76,761	\$86,357	\$95,952	\$99,790	\$103,628	\$111,304	\$118,980	\$126,656		
	Moderate	\$53,733	\$57,571	\$61,409	\$69,085	\$76,761	\$79,832	\$82,902	\$89,043	\$95,184	\$101,325	1.9%	\$185,539
	Low	\$33,583	\$35,982	\$38,381	\$43,178	\$47,976	\$49,895	\$51,814	\$55,652	\$59,490	\$63,328	0.84%	
	Very Low	\$20,150	\$21,589	\$23,028	\$25,907	\$28,786	\$29,937	\$31,088	\$33,391	\$35,694	\$37,997		
Region 2 Essex, Morris, Union and Warren	Median	\$73,857	\$79,132	\$84,408	\$94,959	\$105,510	\$109,730	\$113,951	\$122,391	\$130,832	\$139,273		
	Moderate	\$59,085	\$63,306	\$67,526	\$75,967	\$84,408	\$87,784	\$91,160	\$97,913	\$104,666	\$111,418	1.9%	\$202,419
	Low	\$36,928	\$39,566	\$42,204	\$47,479	\$52,755	\$54,865	\$56,975	\$61,196	\$65,416	\$69,636	4.71%	
	Very Low	\$22,157	\$23,740	\$25,322	\$28,488	\$31,653	\$32,919	\$34,185	\$36,717	\$39,250	\$41,782		
Region 3 Hunterdon, Middlesex and Somerset	Median	\$83,650	\$89,625	\$95,600	\$107,550	\$119,500	\$124,280	\$129,060	\$138,620	\$148,180	\$157,740		
	Moderate	\$66,920	\$71,700	\$76,480	\$86,040	\$95,600	\$99,424	\$103,248	\$110,896	\$118,544	\$126,192	1.9%	\$227,546
	Low	\$41,825	\$44,813	\$47,800	\$53,775	\$59,750	\$62,140	\$64,530	\$69,310	\$74,090	\$78,870	1.01%	
	Very Low	\$25,095	\$26,888	\$28,680	\$32,265	\$35,850	\$37,284	\$38,718	\$41,586	\$44,454	\$47,322		
Region 4 Mercer, Monmouth and Ocean	Median	\$76,469	\$81,931	\$87,393	\$98,317	\$109,242	\$113,611	\$117,981	\$126,720	\$135,460	\$144,199		
	Moderate	\$61,175	\$65,545	\$69,915	\$78,654	\$87,393	\$90,889	\$94,385	\$101,376	\$108,368	\$115,359	1.9%	\$205,486
	Low	\$38,235	\$40,966	\$43,697	\$49,159	\$54,621	\$56,806	\$58,990	\$63,360	\$67,730	\$72,099	5.96%	
	Very Low	\$22,941	\$24,579	\$26,218	\$29,495	\$32,772	\$34,083	\$35,394	\$38,016	\$40,638	\$43,260		
Region 5 Burlington, Camden and Gloucester	Median	\$67,620	\$72,450	\$77,280	\$86,940	\$96,600	\$100,464	\$104,328	\$112,056	\$119,784	\$127,512		
	Moderate	\$54,096	\$57,960	\$61,824	\$69,552	\$77,280	\$80,371	\$83,462	\$89,645	\$95,827	\$102,010	1.9%	\$179,028
	Low	\$33,810	\$36,225	\$38,640	\$43,470	\$48,300	\$50,232	\$52,164	\$56,028	\$59,892	\$63,756	7.21%	
	Very Low	\$20,286	\$21,735	\$23,184	\$26,082	\$28,980	\$30,139	\$31,298	\$33,617	\$35,935	\$38,254		
Region 6 Atlantic, Cape May, Cumberland, and Salem	Median	\$57,458	\$61,562	\$65,666	\$73,874	\$82,083	\$85,366	\$88,649	\$95,216	\$101,782	\$108,349		
	Moderate	\$45,966	\$49,250	\$52,533	\$59,100	\$65,666	\$68,293	\$70,919	\$76,173	\$81,426	\$86,679	1.9%	\$153,730
	Low	\$28,729	\$30,781	\$32,833	\$36,937	\$41,041	\$42,683	\$44,325	\$47,608	\$50,891	\$54,175	6.97%	
	Very Low	\$17,237	\$18,469	\$19,700	\$22,162	\$24,625	\$25,610	\$26,595	\$28,565	\$30,535	\$32,505		

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

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

** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price index for All Urban Consumers (CPI-U); Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018 or 2019 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2020 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

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

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

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

Appendix K

**Resolution No. 49-20 Resolution Authorizing the Execution of a Settlement
Agreement Between the Township of Westampton and the Diocese of Trenton to
Resolve the Diocese of Trenton's Litigation in the Township's Affordable Housing
Litigation and Diocese Settlement Agreement**

TOWNSHIP OF WESTAMPTON

RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN THE TOWNSHIP OF WESTAMPTON AND THE DIOCESE OF TRENTON TO RESOLVE THE DIOCESE OF TRENTON'S LITIGATION IN THE TOWNSHIP'S AFFORDABLE HOUSING LITIGATION

RESOLUTION NO. 49-20

WHEREAS, the New Jersey Supreme Court has mandated that each of the State's municipalities "must, by its land use regulations, make realistically possible the opportunity for an appropriate variety and choice of housing for all categories of people who may desire to live there, of course including those of low and moderate income." S. Burlington Cnty. NAACP v. Twp. of Mount Laurel (Mount Laurel I), 67 N.J. 151, 179, 187, appeal dismissed, and cert. denied, 423 U.S. 808, 96 S. Ct. 18, 46 L. Ed. 2d 28 (1975); and

WHEREAS, in 1983, the New Jersey Supreme Court reaffirmed the constitutional obligation that towns provide, "a realistic opportunity for the construction of [their] fair share of the present and prospective regional need for low and moderate income housing." S. Burlington Cnty. NAACP v. Twp. of Mount Laurel (Mount Laurel II), 92 N.J. 158, 205 (1983) (citing Mount Laurel I, supra, 67 N.J. at 174) (together with Mount Laurel I, the "Mount Laurel Doctrine"); and

WHEREAS, The Legislature codified the Mount Laurel Doctrine in enacting the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the "Fair Housing Act" or "FHA") and established the Council on Affordable Housing ("COAH") as the entity charged with implementing and administering the legislative mandates of the Act; and

WHEREAS, on July 8, 2015, the Township filed an action styled In the Matter of the Adoption of the Township of Westampton Housing Element and Fair Share Plan and Implementing Ordinances (Docket No.: BUR-L-1625-15) seeking a declaration of its compliance with the Mount Laurel Doctrine and the Fair Housing Act in accordance with the Supreme Court Decision (the "Affordable Housing Litigation"); and

WHEREAS, as part of the Affordable Housing Litigation, the Township received a grant of immunity from the court, which has been extended and remains in full force; and

WHEREAS, the Diocese of Trenton (the "Diocese") is the owner of property located in the Township designated as Block 204, Lot 2 on the Township's official tax map (the "Diocese Property") and was granted leave by the court to intervene in the Affordable Housing Litigation; and

WHEREAS, in evaluating properties appropriate for inclusionary development, the Township determined that the Diocese Property presents a realistic opportunity for development of affordable housing thereon; and

WHEREAS, the Township and the Diocese negotiated a settlement agreement to provide a realistic opportunity for the provision of very low-, low- and moderate-income housing units through the Diocese's anticipated construction of a residential development of four hundred ninety eight (498) residential units of which fifteen (15%) percent (i.e., 75 units) will be reserved for occupancy by very low-, low- and moderate-income households as defined by the COAH regulations and the regulations of the Uniform Housing and Affordability Controls, N.J.A.C. 5:80-26.1 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Westampton, in the County of Burlington and State of New Jersey, that the Mayor and Township Clerk are hereby authorized and directed to execute a settlement agreement with the Diocese in substantially the form appended hereto under Attachment A.

BE IT FURTHER RESOLVED, that the Mayor, Township Clerk and Township Solicitor are further authorized to execute such other documents or agreements as are necessary to effectuate the settlement agreement and dismissal of all pending litigation, which documents shall be in a form approved by the Township Solicitor.

I, Marion Karp, Clerk of the Township of Westampton, hereby certify that the above is a true copy of a resolution adopted by the Township Committee on the 18th day of Feb. 2020

Marion Karp
Marion Karp, Clerk

ATTACHMENT A

(Diocese Settlement Agreement)

SETTLEMENT AGREEMENT

In the Matter of the Application of the Township of Westampton

Docket No.: L-1625-15

This Agreement (“**Agreement**”) made as of Feb. 18, 2020 between (i) the Diocese of Trenton, with a business address of 701 Lawrenceville Road, P.O. Box 5147, Trenton, New Jersey 08638, and (ii) the Township of Westampton, a New Jersey municipal corporation with a principal address of 710 Rancocas Road, Westampton, New Jersey 08060, (the “**Township**”). The Diocese and the Township may hereinafter be referred to individually as “**Party**” or collectively as the “**Parties**.”

WHEREAS (1st), the Diocese is the owner of property located in the Township known as Block 204, Lot 2 (the “**Property**”) which totals approximately 75 acres;

WHEREAS (2nd), pursuant to the Mount Laurel Doctrine as expressed in Southern Burl. Co. NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the “**FHA**”) and applicable regulations promulgated by the Council on Affordable Housing (“**COAH**”) pursuant to the FHA (the “**COAH Regulations**”), the Township has a constitutional obligation to provide its fair share of the region’s need for affordable housing;

WHEREAS (3rd), the Mount Laurel Obligation was delineated by time periods, commonly referred to as Rounds, with the First Round addressing the period 1987-1993 and the Second Round addressing the cumulative period 1987-1999;

WHEREAS (4th), following the expiration of the Second Round, COAH, attempted to adopt regulations for the Third Round (1999-2018), but which regulations were rejected by both the New Jersey Superior Court – Appellate Division and New Jersey Supreme Court;

WHEREAS (5th), after years of COAH’s delay and ultimate failure to adopt constitutional regulations for the Third Round, the Fair Share Housing Center (“FSHC”) moved before the New Jersey Supreme Court requesting that the Supreme Court direct New Jersey trial courts to calculate and oversee implementation of Mount Laurel obligation for the Third Round;

WHEREAS (6th), on March 10, 2015, the New Jersey Supreme Court issued its decision In re N.J.A.C. 5:96 & N.J.A.C. 5:97, 221 N.J. 1 (2015)(“Mount Laurel IV”), granting FSHC’s Motion and, in relevant part, establishing a process whereby the New Jersey trial courts would assume jurisdiction over municipal compliance with the Mount Laurel Doctrine;

WHEREAS (7th), pursuant to the direction of the Mount Laurel IV decision, the Township initiated the present matter captioned In the Matter of the Application of the Township of Westampton, Docket No.: BUR-L-1625-15, in an effort to establish the Township’s compliance with its Third Round Mount Laurel obligation (the “Township Compliance Action”);

WHEREAS (8th), the Diocese moved for and was granted intervention into the Township Compliance Action to ensure the Township’s satisfaction with its Third Round Mount Laurel obligation, which obligation would be determined by the trial court;

WHEREAS (9th), in evaluating properties appropriate for inclusionary development, the Township has determined that the Property presents a suitable opportunity for such development;

WHEREAS (10th), the Township has determined to proceed with a rezoning initiative for the Property, which rezoning will assist the Township in addressing its Third Round Mount Laurel Obligation and which zoning initiatives will be an integral component of the Township’s Third Round Housing Element and Fair Share Compliance Plan (the “Township Compliance Plan”); and

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms and conditions provided herein, it is agreed by and among the Diocese and the Township as follows:

I. THE LAND USE CONCEPT FOR THE INCLUSIONARY DEVELOPMENT OF THE PROPERTIES AND THE PROVISION OF AFFORDABLE HOUSING OPPORTUNITIES

A. The Parties' Intent. The purpose and intent of this Agreement is to (a) provide the realistic opportunity for the provision of low and moderate income housing units through the Diocese's anticipated construction of a residential development of four hundred ninety eight (498) residential units of which fifteen percent (15%) (i.e. 75 units) shall be reserved for occupancy by very low, low income and moderate income households ("Affordable Units"), as very low, low income and moderate income households are defined by COAH Regulations and the regulations of the Uniform Housing and Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC").

B. The Land Use Plan. The intentions of the Parties as expressed above are intended to be implemented by (a) the Township's adoption of a Proposed Zoning Ordinance Amendment (the "Proposed Ordinance Amendment") and a proposed Zoning Map Amendment which will be applicable to the Property prepared by the Diocese's professionals and reviewed and finalized by the Township. The Proposed Zoning Amendment and Zoning Map Amendment are intended to provide for a scope of development that would allow as a permitted use, a residential development of four hundred ninety eight (498) total dwelling units, which shall include a fifteen percent (15%) (i.e. 75 units) set aside for Affordable Units in a manner substantially consistent with the Concept Plan attached hereto as Exhibit "A," which Concept Plan has been reviewed and approved by the Township and Township's professionals ("the Diocese Project").

II. INTENDED SCOPE OF DEVELOPMENT OF THE PROPERTY AND ACCOMPANYING AFFORDABLE HOUSING OBLIGATIONS

A. The Total Project. The Proposed Ordinance Amendment and Zoning Map Amendment shall provide for uses and standards that shall allow for the construction of residential uses in accordance with this Agreement. While the Proposed Ordinance Amendment is subject to

further consideration by the Township, it is the Parties' intention to allow for the Diocese Project to be constructed as a permitted use on the Property with the following conditions: (i) the total permitted residential yield within the Diocese Project shall be limited to four hundred ninety eight (498) total units, which shall be a mix of two hundred twenty three (223) townhouses and two hundred seventy five (275) multi-family units. The Affordable Units within the Diocese Project shall be family rental units within the multi-family portion of the inclusionary development and shall be no less than seventy five (75) units provided that the yield of four hundred ninety eight (498) residential units is achieved. The Diocese shall file development applications that are substantially consistent with the Proposed Ordinance Amendment to be adopted and consistent with the Concept Plan attached hereto as Exhibit A. The construction of the residential portions described in this Agreement may be phased in any manner to be determined by the Diocese, subject to the limitations set forth at Section II(B) of this Agreement relative to the phasing of Affordable Units.

B. Construction and Phasing of the Affordable Units

The Parties agree that the phasing for construction of the Affordable Units shall be in accordance with COAH's phasing schedule established by N.J.A.C. 5:93-5.6(d). In assisting with the construction of the Affordable Units, the Diocese shall be freely permitted to apply for and secure available state and federal subsidies and/or tax credits to defray the cost of construction of the affordable units, provided that the Diocese shall not apply for nine percent (9%) low income tax credits. The Diocese agrees that it shall nonetheless be obligated to construct the Affordable Units in accordance with the phasing scheduled established by N.J.A.C. 5:93-5.6(d) even if government funding sources are not forthcoming.

III. COURT APPROVAL OF AGREEMENT.

A. Court Approval Required. The Parties acknowledge that pursuant to applicable Mount Laurel decisional law this Agreement, along with the Settlement Agreement by and between Fair Share Housing Center and the Township, requires Superior Court approval. Upon the scheduling of a Hearing date, the Township shall comply with all Notice requirements imposed or directed by the Superior Court and shall fully support and endorse approval of this Agreement at the Hearing.

IV. OBLIGATIONS OF THE PARTIES TO ACCOMPLISH THE PURPOSE AND INTENT OF AGREEMENT

A. Obligations of the Diocese

1. Support of Township Compliance Plan. The Diocese shall interact and cooperate with the Township and the Superior Court subsequent to the Superior Court's approval of this Agreement with respect to the Township's efforts to prepare and secure Superior Court approval of its Township Compliance Plan. However, the Diocese's foregoing cooperation shall not require the Diocese to delay pursuing the receipt of development approvals and/or construction of any portion of the Property in accordance with this Agreement.

2. Submission of Development Applications Consistent with Proposed Ordinance Amendments. Subject to the Diocese's right to apply for any bulk variances or design waivers deemed necessary or appropriate for the development of the Property, the Diocese agrees to proceed with development applications substantially consistent with the Proposed Ordinance Amendment to be adopted and the Concept Plan attached hereto as Exhibit A. Specifically, the Diocese shall not seek variance relief pursuant to N.J.S.A. 40:55D-70(d) of the Municipal Land Use Law ("MLUL"), however, nothing herein shall prevent the Diocese from seeking variances pursuant to N.J.S.A. 40:55D-70(c) and/or site plan waiver(s) or exceptions,

which variance(s), waiver(s) and/or exception(s) will be supported by the governing body in order to achieve the yield contemplated by this Agreement and the Concept Plan.

3. Obligation to Provide and Maintain, As Applicable, Creditworthy

Affordable Units. Notwithstanding anything herein to the contrary, the Diocese shall take all necessary steps to ensure the Affordable Units provided for under the Agreement are creditworthy under COAH and UHAC regulations and all other applicable laws. Specifically, the Diocese agrees that all Affordable Units shall comply with COAH's Regulations including, but not limited to those concerning (a) income qualification, (b) bedroom distribution, (c) low/moderate income split, (d) affirmative marketing and (e) handicap accessibility. It is further agreed by the Parties that the Affordable Units shall be subject to deed restrictions on income limits for a period not less than thirty (30) years.

The Affordable Units shall be family rental units. The income level for the Affordable Units within each bedroom distribution shall be as follows: (i) thirteen percent (13%) shall be available to very low income households; (ii) thirty seven percent (37%) shall be available to low income households; and (iii) fifty percent (50%) shall be available to moderate income households. The income levels of very low, low and moderate shall be as defined by applicable COAH and UHAC regulations. It is further understood and agreed that the Affordable Units shall not be permitted in stand alone buildings and that the integration recommendation of COAH Regulations (N.J.A.C. 5:93-5.6(f)) shall be deemed satisfied provided that the Affordable Units are constructed and integrated with the market-rate family rental units on the Property.

4. Fair Share Housing Center's Attorney's Fees: Diocese shall pay 22.25% of FSHC's attorney's fees (i.e. \$5,562.50) pursuant to the Township's FSHC Settlement due within

thirty (30) days of the Court's approval of the Township's FSHC Settlement pursuant to a duly noticed fairness hearing.

B. Obligations of the Township

1. Introduction of, and Prompt Action on, the Proposed Ordinance Amendments. Within one hundred twenty (120) days of Court approval of this Agreement, the Township agrees to adopt the Proposed Ordinance Amendment in a manner that allows for development of the Concept Plan attached hereto as Exhibit A. The Township further agrees to schedule a public hearing and second reading on the Ordinance within sixty (60) days after said introduction of the Proposed Ordinance Amendment. The public hearing on the Ordinance shall be conducted after the Township provides notice in accordance with the provisions of N.J.S.A. 40:55D-62.1 and the Township has prepared, if necessary, a resolution articulating the rationale for the Proposed Ordinance Amendments' deviation, if any, from the land use plan and/or housing plan of the Township Master Plan as such a "reasons resolution" is required by N.J.S.A. 40:55D-62a. Upon the Township's adoption of the Property Ordinance Amendment, it is agreed that such rezoning of the Properties shall remain in place for a period not less than the ten (10) year compliance period, unless otherwise agreed to by the Parties and approved by the Superior Court.

2. Utilities Sufficient to Serve the Diocese Project. The Parties acknowledge that there is water and sewer infrastructure in the vicinity of the Property as of the date of this Agreement and such infrastructure may be sufficient to serve the development contemplated by this Agreement subject to possible upgrades and installations. The Township shall cooperate with the Diocese to ensure that public water and sewer is provided at the Property, which cooperation shall include, but not be limited to, taking all steps necessary to ensure that the

Property is placed within an appropriate sewer service area, which sewer service area shall be incorporated into an approved Wastewater Management Plan for Burlington County.

3. Cooperation in Development of Property. The Township shall use its best efforts to cooperate with the Diocese in the development of the Property consistent with any endorsement or approval obtained by the Diocese for the Property and/or the Diocese Project. Such cooperation shall include, but not be limited to, the prompt review and, if appropriate, approval of any and/all agreements, applications and/or permits necessary for the development of the Property. Such applications shall include, but not be limited to, applications to the New Jersey Department of Environmental Protection related to public water and sewer for the Properties, the vacation and/or relocation of easements and/or paper street impacting the properties subject to this Agreement. The Township agrees to use all reasonable efforts to expedite and assist the Diocese in its undertakings to obtain all necessary approvals.

4. Waiver of Cost Generative Measures Pursuant to N.J.A.C. 5:93-10.1, et seq. In order to permit the intended, agreed upon development of the Property, the Township agrees to abide by the COAH Regulations against cost generative measures as set forth at N.J.A.C. 5:93-10.1(b). In addition to the foregoing, the Township specifically agrees that the Diocese Project shall be exempt from: (a) Section 250-22(w) and/or any recreational requirements that may be otherwise imposed by the Township zoning code.

V. DEFAULT

A. Violation and Default. In the event that any Party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless the Party (or Parties) for whose benefit such obligation was intended waive such obligation in writing, such failure to perform shall constitute an event of default under this Agreement. Upon any such

event of default, after written notice and a reasonable time to cure, the non-defaulting Party shall have available any and all rights and remedies that may be provided in law or in equity including, but not limited to, the right to prosecute a motion in aid of litigant's rights.

VI. NOTICES

A. Third-Party Actions. The Parties and their respective counsel agree to immediately provide each other with notice of any lawsuits, actions, governmental proceedings or administrative proceedings, threatened or pending, which could have a material adverse impact on this Agreement or the Properties.

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

To the Diocese of Trenton: Scot Pirozzi
701 Lawrenceville Road
P.O. Box 5147
Trenton, NJ 08638
(609) 406-7400
spiroz@dioceseoftrenton.org

With Copy to: Richard J. Hoff, Jr., Esquire
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033
Telephone: (856) 375-2803
rhoff@bisgaierhoff.com

With Copy to: David M. Roskos, Esquire
Eckert Seamans
Princeton Pike Corporate Center, Suite 203

2000 Lenox Dr.
Lawrenceville, NJ 08648
Telephone: (609) 989-5018
droskos@eckertseamans.com

To the Township: James Brady
Business Administrator
710 Rancocas Road
Westampton, New Jersey 08060
Telephone: (609) 267-7398

With Copy to: Office of the Township Clerk
710 Rancocas Road
Westampton, New Jersey 08060
Telephone: (609) 267-7398

With Copy to: David L. Minchello, Esq.
Rainone Coughlin Minchello
555 U.S. Highway One South Suite 440
Iselin, NJ 08830
Telephone: 732-709-4182
dminchello@njrcmlaw.com

VII. MISCELLANEOUS PROVISIONS

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

B. Cooperation. The Parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement as well as the Mount Laurel Doctrine, the FHA, and COAH's Regulations that are in effect as of the date of this Agreement.

C. Waiver. Each of the Parties waives all rights to challenge the validity of this Agreement. Failure to enforce provisions or obligations in this Agreement by any Party shall not be construed as a waiver of these provisions and obligations.

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

E. Validity. In the event that any provision of this Agreement shall be held to be invalid, unenforceable or void, the Parties shall, within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the Parties fail to agree to such a restructuring, any Party may seek Superior Court review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the Parties as expressed herein.

F. Preparation. The Parties acknowledge that the Parties' attorneys have jointly prepared this Agreement as a means of settling the Litigation. Therefore, this Agreement shall be construed on a parity among the Parties and any presumption for resolving ambiguities against the drafter shall not apply.

G. Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey, the Second Round rules, valid Third Round rules, court decisions interpreting In re N.J.A.C. 5:96 & N.J.A.C. 5:96, 221 N.J. 1 (2015), and regulations of COAH. Jurisdiction with respect to any litigation related to this Agreement by way of enforcement or post-judgment relief shall exclusively be in the Superior Court of New Jersey for Burlington County. Service of any complaint, motion or judgment enforcement proceedings

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

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

I. Holiday and Weekends – Time for Performance. Should any date on or before which the performance of any act is required under the terms of the Agreement fall on a Saturday, Sunday, legal holiday and/or generally recognized religious holiday in the State of New Jersey (such as Christmas, Good Friday, etc.), the date for performance shall be extended to and shall occur on the next succeeding business day. All references to “days” shall be deemed to refer to calendar days unless the context clearly and unequivocally requires otherwise. Except as otherwise set forth herein, any act to be performed on or before a certain day shall be deemed to be required to be performed on or before 5:00 p.m. on the day set forth and, if performed after 5:00 p.m., shall be deemed not to have been performed on said date.

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

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year appearing below their names.

[SIGNATURES ON FOLLOWING PAGE]

THE DIOCESE OF TRENTON

By: 
Title: President
Print Name: DAVID M. O'CONNOR

Date: March 3, 2020

TOWNSHIP OF WESTAMPTON,
A Municipal Corporation of the
State of New Jersey

By: 

Print Name: Sandy Henley

Date: 2/24 2020

ACKNOWLEDGMENT
STATE OF NEW JERSEY)

COUNTY OF Mercer)

) SS.:

I certify that on March 3, 2020, David M. O'Connell personally came before me and stated to my satisfaction that he:

- (a) Signed, sealed and delivered the attached document as the President of the Diocese of Trenton;
- (b) was authorized to and did execute this instrument as the President of the Diocese of Trenton; and
- (c) executed this instrument as the act of the Diocese of Trenton.

Susan DeBonis

NOTARY PUBLIC
ACKNOWLEDGMENT

Susan DeBonis
NOTARY PUBLIC STATE OF NEW JERSEY
My Commission Expires January 6th, 2021

STATE OF NEW JERSEY)

COUNTY OF Burlington)

) SS.:

I certify that on February 24, 2020, Sandy Henley, personally came before me and stated to my satisfaction that this person:

- (a) This person signed, sealed and delivered the attached document as Mayor of the Township of Westampton, a body corporate and politic of the State of New Jersey, named in this document;
- (b) was authorized to and did execute this document as the Mayor, the entity named in this document; and
- (c) executed this document as the act of the entity named in this document.

Marion D. Karp

NOTARY PUBLIC
ACKNOWLEDGMENT

**MARION D. KARP
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES DEC. 11, 2023**

EXHIBIT A
(Concept Plan)

Appendix L

Land Development Board Resolution No. 24-2020 Recommending Adoption of Ordinance No. 10-2020 “Ordinance Supplementing Chapter 250, “Zoning” of the Township Code of the Township of Westampton to add R-9 Residential Zone”

WESTAMPTON TOWNSHIP LAND DEVELOPMENT BOARD

**RECOMMENDING ADOPTION OF ORDINANCE NO 10-2020
“ORDINANCE SUPPLEMENTING CHAPTER 250, “ZONING”, OF THE TOWNSHIP
CODE OF THE TOWNSHIP OF WESTAMPTON TO ADD R-9 RESIDENTIAL ZONE”**

RESOLUTION NO. 24-2020

WHEREAS, the Township Committee of the Township of Westampton (“Township Committee”), in the County of Burlington, State of New Jersey, has introduced and proposed the adoption of the following ordinance: Ordinance No 10-2020 “An Ordinance Supplementing Chapter 250, “Zoning,” of the Township Code of the Township of Westampton to Add R-9 Residential Zone” (the “Ordinance”); and

WHEREAS, the Ordinance is a land development regulation in that it adds to, amends, or otherwise modifies the Township’s Land Use, Development, and Zoning regulations to establish standards and requirements for the Township to satisfy its *Mt. Laurel* affordable housing obligation in accordance with the requirements of the Fair Housing Act, N.J.S.A. 52:27D-310 et seq., as established by the Settlement Agreement between the Township and Fair Share Housing Center (“FSHC”) and the Superior Court of New Jersey’s February 4, 2020 Conditional Judgment of Compliance and Repose, resolving the Township’s affordable housing litigation, captioned In the Matter of the Adoption of the Township of Westampton Housing Element and Fair Share Plan and Implementing Ordinance, Docket No. BURL-L-1625-15; and

WHEREAS, the Municipal Land Use Law, N.J.S.A. 40:55D-26a provides that prior to adoption of any land development regulation by the governing body, the land development regulation must be transmitted to the Land Development Board for its report and recommendations thereon; and

WHEREAS, in accordance with N.J.S.A. 40:55D-26a, Township Committee transmitted the Ordinance to the Land Development Board of the Township of Westampton (the “Board”) for its report and recommendations thereon regarding the Ordinance’s consistency with the Township’s Master Plan; and

WHEREAS, at a regular meeting held on September 2, 2020, the Board reviewed and discussed the Ordinance, the Township’s Master Plan, land use regulations, affordable housing obligation, affordable housing litigation history, including the Settlement Agreement between the Township and FSHC, and the Township’s efforts to implement the terms of that Settlement Agreement, with the Board’s Attorney, Planner, and members of the public; and

WHEREAS, based on the Ordinance, testimony, and other evidence presented at the September 2, 2020 public hearing, the Board renders the following factual findings and conclusions of law in addition to any contained in the preceding paragraphs:

- 1. Incorporation by Reference of “WHEREAS” Clauses.** In addition to the paragraphs below, the above “WHEREAS” clauses are expressly adopted and

incorporated by reference herein as the Board's Findings of Fact and Conclusions of Law, as appropriate.


2. **Adoption of the Ordinance.** The Board hereby adopts and incorporates by reference as if fully set forth at length herein the entirety of the Ordinance.
3. **Participation of Public.** 0 member(s) of the public appeared during the Board's September 2, 2020 public hearing to comment on the Ordinance.
4. **Conclusion as to the Ordinance.** The Board hereby finds and concludes that the Ordinance as presented is substantially consistent with, adheres to, and advances the purposes of the Township's Master Plan; and further, that the Ordinance creates a realistic opportunity for the Township to satisfy a portion of its affordable housing obligation as required by the Court in the Township's affordable housing litigation, In the Matter of the Adoption of the Township of Westampton Housing Element and Fair Share Plan and Implementing Ordinance, Docket No. BURL-L-1625-15. N.J.S.A. 40:55D-26a.

NOW, THEREFORE, IT IS HEREBY DETERMINED by the Land Development Board of the Township of Westampton that Ordinance No 10-2020 "An Ordinance Supplementing Chapter 250, "Zoning," of the Township Code of the Township of Westampton to Add R-9 Residential Zone" is substantially consistent with and designed to effectuate the Township's Master Plan, creates a realistic opportunity for the Township to satisfy its affordable housing obligation, and it is therefore **RECOMMENDED** by the Land Development Board of the Township of Westampton that the Township Committee of the Township of Water adopt the Ordinance as presented in accordance with law.

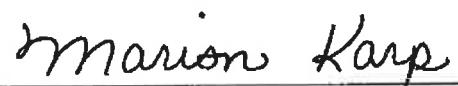
ROLL CALL VOTE

	<u>Ayes</u>	<u>Nays</u>	<u>Abstentions</u>	<u>Recusal</u>
Blair	x			
Borger	x			
Eckart	x			
Guerrero	x			
Haas	x			
Thorpe	x			
Odenheimer	x			
Burkley	x			

Attest:



Gary Borger, Vice Chairman



Marion Karp, RMC, CMR, Board Secretary

CERTIFICATION

I HEREBY CERTIFY that the Land Development Board of the Township of Westampton, County of Burlington, State of New Jersey adopted the foregoing Resolution at its meeting held in the Municipal Building, 710 Rancocas Road, Westampton, New Jersey, on September 2, 2020, and said Resolution was authorized for memorialization at a meeting held on September 2, 2020.



Marion Karp, RMC, CMR, Board Secretary

Appendix M

**Ordinance No. 10-2020 An Ordinance Supplementing Chapter 250, "Zoning," of the
Township Code of the Township of Westampton to add R-9 Residential Zone**

TOWNSHIP OF WESTAMPTON

AN ORDINANCE SUPPLEMENTING CHAPTER 250, "ZONING", OF THE
TOWNSHIP CODE OF THE TOWNSHIP OF WESTAMPTON TO ADD
R-9 RESIDENTIAL ZONE

ORDINANCE NO. 10-2020

Section 1

Add Section 250-14.3 R9 Residential Zone to read as follows:

250-14.3 R-9 Residential Zone

The purpose of the R-9 Residential Zone is to provide for the construction of a residential development consisting of a total of 498 dwelling units that is intended to assist the Township of Westampton in satisfying a portion of its fair share housing obligation. The development shall consist of a combination of attached townhouses and rental apartments, with 15 percent of the units (*i.e.*, 75 family rental non-age restricted apartments) set aside for very low-, low- and/or moderate-income family households. The R-9 Residential Zone shall encompass Block 204, Lot 2, which is currently located within the OR-2 Office-Research 2 Zone and which hereafter shall be referred to as the "tract." The following regulations shall apply in the R-9 Zone:

- A. Definitions. The following terms shall apply to the R-9 Residential Zone:

BUILDING HEIGHT

The vertical distance from the average elevation of the finished grade along the exterior of the building to the highest point of a flat roof, to the deckline of a mansard roof, and to the average distance between the ridge and eaves for a gable hip or gambrel roof.

COAH

The New Jersey State Council on Affordable Housing.

TOWNHOUSE

A one-family dwelling with ground-floor out-side access, attached to two or more one-family dwellings by common vertical walls without openings.

APARTMENT/MULTIFAMILY DWELLING/FLAT

One or more two, or three story multi-family structures including related off-street parking, open space and recreation facilities. A building containing three or more dwelling units, including units that are located one over another.

OPEN SPACE

As defined in the Municipal Land Use Law, including all green areas (including any environmentally constrained areas) and recreation areas (including impervious improvements thereon) and conservation areas based on the gross tract area prior to any dedications.

RECREATIONAL FACILITIES

May include items such as but not limited to a clubhouse(s) and other building(s) for recreational uses, bike path(s), walking path(s), tennis court(s), bocce court(s), swimming pool(s) and similar recreational improvements and related parking.

SIGN, DEVELOPMENT IDENTIFICATION

A one-sided or two-sided sign located at an entrance from a public street to a development within the R-9 Zone, the purpose of which is to provide the name and address of the development.

B. Permitted principal uses:

1. Attached, market-rate townhouses shall comprise 223 dwelling units within the R-9 Zone.
2. Attached, multi-family rental non-age restricted apartments shall comprise 275 dwelling units in the R-9 Zone. A maximum of 36 dwelling units shall be included within a single building. 15 percent of the dwelling units (*i.e.*, 75) shall be set aside for very low-, low-, and/or moderate-income households as per current COAH regulations (N.J.A.C. 5:93-1) and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), except as to the very low income housing obligation, which shall comply with the thirteen percent (13%) very low income requirement of the New Jersey Fair Housing Act ("FHA"), N.J.S.A. 52:27D-301, et seq. The 15% set-aside requirement is applied against the total number of units to equal 75 affordable units overall.

The Affordable Units shall be family rental units. Subject to the provisions of Section K(6), the affordable units shall be integrated fully with the market-rate units and shall not be permitted in stand-alone buildings. The affordable units shall be constructed and integrated with the market rate family rental units as recommended by COAH Regulations (N.J.A.C. 5:93-5.6(f)) and UHAC'S Regulations. Affordability requirements shall remain in effect for a minimum period of 30 years and until released by the municipality in accordance with UHAC.

The developer shall take all necessary steps to ensure the Affordable Units provided for under the Agreement are creditworthy under COAH and UHAC regulations and

all other applicable laws. Specifically, the developer agrees that all Affordable Units shall comply with COAH's and UHAC's Regulations, as well as the FHA, including, but not limited to those concerning (a) income qualification, (b) bedroom distribution, (c) low/moderate income split, (d) affirmative marketing and (e) handicap accessibility.

The income level for the Affordable Units within each bedroom distribution shall be as follows: (i) thirteen percent (13%) shall be available to very low income households (or a minimum of ten units) ; (ii) thirty seven percent (37%) shall be available to low income households; and (iii) fifty percent (50%) shall be available to moderate income households. The income levels of very low, low and moderate shall be as defined by applicable COAH and UHAC regulations. None of the affordable units shall be age-restricted.

C. Permitted accessory uses and structures:

1. Recreational facilities.
2. Off-street parking facilities.
3. Utility and service structures, including, but not limited to, trash enclosure(s) generator(s), transformers, and maintenance shed(s).
4. Storm water management structures and areas.
5. Development identification, traffic and directional signs.
6. Fences, retaining walls and wall enclosures.
7. Accessory uses and structures customarily incidental and subordinate to the principal permitted uses, including management and leasing offices.
8. Trash/recycling enclosures.
9. Pump houses which are used for maintenance and operation of sanitary sewer utilities serving the development.
10. Satellite dish antenna.

D. Conditional uses permitted: none.

E. Tract requirements.

1. Number of units: The maximum number of residential dwelling units shall be 498.

2. Maximum density: 6.8 dwelling units per acre based upon gross tract area (prior to ROW dedication and including all environmentally constrained land).
3. Buffers:
 - a. Buffer strips shall be provided along all tract property lines as set forth in this subsection, except where a watercourse and related regulatory buffer comprise the property boundary line. However, streets and driveways providing access to any development in the R-9 Zone may traverse a buffer strip. A pipeline or other utility easement and stormwater management structures may be located within a required buffer area together with any sidewalks and necessary monument signs.
 - b. Minimum buffer to all tract property lines at the time of application: 45 feet.
 - c. A portion of the required buffer (described in (1) to (3) below) shall be comprised of a six-foot-high visual barrier, at the time of planting, of evergreen plantings set in a double row, staggered and spaced to accomplish this purpose. At the developer's option, landscaped areas may be planted with a mixture of evergreen and deciduous plantings designed to accomplish this goal.
 - (1) The buffer plantings from the apartments to the single family residences to the west of the property shall be a minimum width of 25 feet.
 - (2) The buffer plantings along the property frontage along Springside Road shall be a minimum width of 15 feet.
 - (3) The buffer plantings in the northeast corner of the property adjacent to the townhouses and parking areas shall be a minimum width of 25 feet.
4. Open space: A total of 20% of the tract shall be reserved for a combination of open space and recreational facilities. Wetland areas, wetland transition areas, flood plains, riparian buffers, detention basins, and required buffers may be considered open space for the purposes of this requirement.
5. Recreational facilities. The following recreational facilities may be provided for the use of residents of dwellings within the R-9 Zone: a clubhouse, an outdoor swimming pool, a public park, a playground, a tot lot, decorative and safety fencing, and related parking.
6. Development identification signs:
 - a. The sign regulations in Section 250-25 of this chapter shall not apply to development identification signs within the R-9 Zone.

- b. Either a two (2) single-sided or a single two-sided development identification sign(s) shall be permitted at each entrance from a public street to a development within the R-9 Zone.
- c. The maximum area of a development identification sign shall not exceed 60 square feet on the face of the sign, which shall include all lettering, wording, coloring and accompanying designs and symbols, together with background, but excluding any associated decorative elements or supporting framework, such as landscaping, berming, fencing, stone or masonry columns or walls, or any combination of the above or other ornamentation or materials, provided that any sign and associated decorative elements shall not exceed 6 feet in height from ground level.
- d. The minimum setback of a development identification sign from a public street shall be 10 feet from the street right-of-way.
- e. A development identification sign may be located a minimum of 10 feet from a private road or driveway providing access to a development within the R-9 Zone, or it may be located on a boulevard or other island or median, and shall be located a minimum of 10 feet from the projected intersection of the curblines of cross streets. All signs, including those within public street rights-of-way, shall be maintained by a homeowners' association or the multi-family apartment building owner.

F. Area, yard and building requirements:

1. Overall tract requirements.

- a. Minim lot area: 70 acres.
- b. Minimum lot width: 2,000 feet.
- c. Minimum lot frontage: 2,000 feet.
- d. Minimum lot depth: 800 feet.
- e. Maximum building coverage: 15 percent.
- f. Maximum impervious coverage: 40 percent.
- g. Minimum tot lot and passive recreational area: 2 acre.
- h. Maximum building height: 3 stories.
- i. Maximum building height: 40 feet.
- j. Maximum fence height within the buffer: 6 feet.

2. Fee simple lot bulk requirements.

- a. Minimum lot area: 1,600 square feet.
- b. Minimum lot width: 20 feet.
- c. Minimum lot frontage: 20 feet.
- d. Minimum lot depth: 80 feet.
- e. Maximum building coverage: 60 percent.
- f. Maximum impervious coverage: 85 percent.

3. Fee simple lot – principal building requirements.

- a. Minimum front yard setback: 18 feet.
- b. Minimum rear yard setback: 10 feet, excluding patios and decks.
- c. Minimum side yard setback: 0 feet.
- d. Maximum building height: 3 stories.
- e. Maximum building height: 40 feet.

4. Accessory buildings and structures.

- a. Maximum building height: 1 story.
- b. Maximum building height for one story building (*i.e.*, clubhouse): 30 feet.

5. Minimum building distance requirements.

- a. Side wall to side wall: 30 feet.
- b. Side wall to front or rear wall: 30 feet. (Excludes the Maintenance Building and Clubhouse Building).
- c. Front wall to rear wall: 80 feet.
- d. Front wall to front wall: 80 feet.

- e. Rear wall to rear wall: 40 feet.
 - f. Distance between principal building and access driveway or internal driveway curbline: 10 feet.
 - g. Distance between principal building and parking area curbline: 10 feet.
 - h. Distance between accessory building and access driveway or internal driveway curbline: 0 feet.
6. Maximum fence height: 6 feet.
7. Sidewalks.
- a. Minimum sidewalk width: 4 feet.
 - b. Minimum sidewalk width abutting parking: 6 feet.

G. Minimum parking requirements.

1. Townhouse area:

- a. Minimum number of parking stalls: 2.4 parking stalls per Residential Site Standards (N.J.A.C. 5:21-1.1, et seq.) parking stalls per unit.
- b. Total number of required parking stalls per Residential Site Improvement Standards (N.J.A.C. 5:21-1.1 et seq.): 536 parking stalls.
- c. Minimum number of guest parking stalls per Residential Site Standards (N.J.A.C. 5:21-1.1, et seq.): 0.5 parking stalls per unit.
- d. Total number of guest parking stalls per Residential Site Standards (N.J.A.C. 5:21-1.1, et seq.): 112 parking stalls.

2. Multi-family rental apartments:

- a. Minimum number of parking stalls for 1-bedroom units per Residential Site Standards (N.J.A.C. 5:21-1.1, et seq.): 1.8 parking stalls per unit.
- b. Total number of parking stalls for 1-bedroom units per Residential Site Standards (N.J.A.C. 5:21-1.1, et seq.) : 216 parking stalls.
- c. Minimum number of parking stalls for 2-bedroom units per Residential Site Standards (N.J.A.C. 5:21-1.1, et seq.): 2.0 parking stalls per unit.

- d. Total number of parking stalls for 2-bedroom units per Residential Site Standards (N.J.A.C. 5:21-1.1, et seq.): 296 parking stalls.
 - e. Minimum number of parking stalls for 3-bedroom units per Residential Site Standards (N.J.A.C. 5:21-1.1, et seq.): 2.1 parking stalls per unit.
 - f. Total number of parking stalls for 3-bedroom units per Residential Site Standards (N.J.A.C. 5:21-1.1, et seq.): 15 parking stalls.
 - g. Clubhouse: 1 parking stall required for each 200 square feet of gross floor area.
 - h. Total number of parking stalls required for clubhouse: 15 parking stalls.
3. Tot lot and passive recreational area: 4 parking stalls required per acre for a total of 8 parking stalls.
4. Parking area requirements.
- a. Minimum size of parking stall: 9 feet x 18 feet
 - b. Minimum drive aisle width: 24 feet.
 - c. Minimum landscape island size: 200 square feet at the end of a row.
 - d. Minimum amount of landscaped islands in parking areas: 1 island per 10 parking stalls.
 - e. Parking is permissible in front, rear, and side yards.

H. Site plan standards and review.

1. The standards set forth in Chapter 196 of the Code of Ordinances of the Township of Westampton shall apply to all development within the R-9 Zone, except for the following subsections or as clarified below:
- a. Section 196-7(H), providing Noise Abatement or Noise Study.
 - b. Section 196-8A, parking and loading.
 - c. Section 196-8(B) 3(c) 1, canopy and understory tree list except that native landscape material be utilized to the maximum extent possible.
 - d. Section 196-8B(5), fencing around parking lots in residential zones.

- e. Section 196-9(A)8, providing all roads, driveways, water courses and existing buildings within 200 feet of tract shall be provided but may be based on aerial imagery.

I. Design standards and improvements.

1. All of the following improvements, including but not limited to streets, curbs and/or gutters, pavement, street grades, sidewalks, street signs, water mains, sanitary sewers and storm sewers and any other improvements subject to the requirements of the New Jersey Residential Site Improvement Standards, shall be in accordance with said New Jersey Residential Site Improvement Standards, as amended.
2. For all other improvements not controlled by the New Jersey Residential Site Improvement Standards, as amended, the standards set forth in Chapter 215 of the Code of Ordinances of the Township of Westampton shall apply, except for the following subsections:
 - a. Section 215-7F shall be modified to provide for a ten-year period of vesting.
 - b. Section 215-9B shall be modified to require documents in conformance with Burlington County filing requirements, as amended.
 - c. Section 215-14A(7), topsoil protection except that soil erosion and sediment control measures as required by the Burlington County Soil Conservation District shall be followed.
 - d. Section 215-19A(14)(a)[2], manholes.
 - e. Section 215-19A(15), drainage and drainage improvements.
3. Building Design Standards: The design of the multi-family buildings shall be residential not institutional and conform to the following:
 - a. The exterior of all apartment buildings in the development shall be of consistent or compatible size, scale and appearance so as to not differentiate buildings with or without affordable housing units.
 - b. Floor plans shall be provided for each of the buildings. Architectural design shall be consistent with architect's project elevation provided.
 - b. Buildings shall include breaks in the facades with the use of different colors or materials to break up building lengths.
 - c. Rooflines shall be pitched.

- d. All HVAC and mechanical equipment shall be inconspicuously placed or adequately screened from view.

4. Additional standards:

- a. Copies of any protective covenants or deed restrictions applying to the land being subdivided shall be submitted with the final application for approval.
- b. The homeowner or property owner shall pay an annual sewer fee to the sewer authority or agency having jurisdiction over the sanitary sewer collection system. The developer shall pay the sewer connection charge to the Willingboro Sewer Authority.
- c. Soil erosion and sediment control plans shall be submitted to the Burlington County Soil Conservation District for certification as part of the final application for each section of the development.
- d. Manholes shall be spaced in accordance with N.J.A.C. 7:14A-23.8.
- e. Drainage and ditch swales shall be stabilized in accordance with the Soil Conservation District standards.
- f. Preliminary subdivision submissions shall include all engineering information that is necessary and normally required to produce a complete set of properly engineered construction plans of the proposed improvements.
- g. All of the improvements required by Chapters 196 and 215 of the Township Code not otherwise amended by this R-9 District shall be subject to inspection and approval by the Township Engineer, who shall be notified by the developer at least 24 hours prior to the start of construction. No underground installation shall be covered until inspected and approved.
- h. Trash enclosures shall be surrounded on three (3) sides by a solid wall or fence and the fourth side shall be enclosed by gates and/or otherwise screened.
- i. Lighting standards:
 - i. Minimum average foot candles for walkways and parking areas: 0.5.
 - ii. Maximum foot candles at property line: 0.2.
 - iii. Minimum foot candles at intersections of roadways: 1.
 - iv. Maximum mounting height: 25 feet.

- v. House shields shall be provided for perimeter lighting.
- vi. Light fixtures shall be LED and Dark Sky compliant.

J. General performance standards.

1. Swimming pools, if any, shall be constructed in conformance with all applicable construction and building codes.
2. Restrictions on similarity of design. With regard to attached housing units, the developer shall, to the extent feasible, alter the exterior of the buildings or structures in order to provide variation in appearance (accent elements, color, material or design), except where the similarity in appearance is an element of the design. The front facade of any attached housing dwelling unit shall not continue on the same plane for a distance of more than the width of two connected dwelling units and all offsets between front facades shall be at least two feet in depth. If garages are to be provided, they shall be an integral part of the structure and design scheme.
3. The Township shall abide by COAH's regulation against cost generative measures as set forth in N.J.A.C. 5:93-10.1(b).

K. Affordable housing requirements.

1. Very low-, low-, and moderate-income housing units within developments in the R-9 Zone shall comply with applicable sections of the Township's Affordable Housing Ordinance.
2. Inclusionary development set-aside. A total of 75 affordable attached, family rental dwelling units in a development in the R-9 Zone shall be set aside for very low-, low- and/or moderate-income rental households in accordance with the provisions of this section. The inclusionary development set-aside is 15% against any development that occurs under this Ordinance.
3. All affordable 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 (13%) of the affordable units shall be required to be at 30% of the median income (very low income) requirement of the New Jersey Fair Housing Act ("FHA"), N.J.S.A. 52:27D-301, et seq., and in compliance with all other applicable laws.
4. At least ten (10) of the affordable units developed must be very low income units.
5. At least half of all affordable units within each bedroom distribution shall be low-income units, which shall include at least 13% of all restricted rental units within

each bedroom distribution as very low-income units (affordable to a household earning 30% or less of median income).

6. The Affordable Units shall be family rental units constructed within the family rental portion of the overall development. The Affordable Units shall be constructed and integrated with the market rate family rental units as recommended by COAH Regulations (N.J.A.C. 5:93-5.6(f)). To provide such integration, the following requirements shall apply: (i) one (1) building within the family rental portion of the overall development may be configured such that no less than 8 units or forty percent (40%) of the total units within that building shall be designated as Affordable Units; (ii) for all remaining buildings within the family rental portion of the overall development, all buildings shall be configured such that no less than ten percent (10%) and no more than forty percent (40%) of the total units within a given building shall designated as Affordable Units. Affordability requirements shall remain in effect for a minimum period of 30 years and until released by the municipality in accordance with UHAC.
 7. 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.
 8. Phasing plan: Phasing for the construction of residential dwelling units in the R-9 Zone may be phased in any matter to be determined by the developer, subject to the phasing schedule established by N.J.A.C. 5:93-5.6(d).
- L. Relationship to other sections of the combined land use ordinance: The regulations of the R-9 Zone are intended to guide the orderly development of this zone district in accordance with the parameters of the February 18, 2020 Settlement Agreement between the Diocese of Trenton and the Township of Westampton. Where there is a conflict between the R-9 Zone regulations and any other regulations of the Westampton Township Site Plan Review Ordinance, Land Subdivision Ordinance or Zoning Ordinance, the regulations contained in this section for the R-9 Zone shall apply unless otherwise specified in the regulations of the R-9 Zone.

Section 2

All ordinances or part of ordinances inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 3

This ordinance shall take effect upon final passage and publication according to law.

I, Marlon Karp, Clerk of the Township of Westampton, hereby certify that the above is a true copy of an ordinance adopted by the Township Committee on the 20th day of Oct., 2020

Marlon Karp
Marlon Karp, Clerk