Township of Gloucester
Planning Board Agenda
April 09, 2019

Salute to the Flag
Opening Statement
Roll Call
General Rules

Meeting will start at 7:00 P. M.
No new applications will be heard after 10:00 P. M.
All persons testifying before the Board must be sworn in.
The Board Chairperson reserves the right to hear applications in any order

MINUTES FOR MEMORIALIZATION

Minutes for Memorialization – March 12, 2019

RESOLUTIONS FOR MEMORIALIZATION

#191010CM
Camden County
Zoned: IN

Minor Subdivision
Block: 12302 Lot: 1

APPLICATIONS

#191007SPW
Caesar's Pasta, LLC
Zoned: BP

Site Plan Waiver
Block: 4202 Lot: 1
Location: 1001 Lower Landing Road, Bldg. 300
Replacing an existing Nitrogen tank and concrete pad in rear of commercial bldg.

O-19-05	Amending Ordinance O-03-03 Land Development Regarding Performance Guarantees
O-19-06	Amending Ordinance O-12-26 Entitled the Lakeland Complex Phase 1 (Block: 12301) Redevelopment Plan in accordance with N.J.S.A. 40A:12 A-1ET Seq. Local Redevelopment & Housing Law
O-19-07	Adopting Amendment No. 3 Amending Ordinance O-04-13 Titled The Blackwood West Redevelopment Plan" in accordance with N.J.S.A. 40A:12A 1 ET Seq., local Redevelopment and Housing Law
O-19-08	Ordinance Repealing & Replacing Article X Affordable Housing Procedural & Eligibility requirements of Ordinance O-03-03 Land Development of the Township of Gloucester To address the requirements of the Fair Housing Act and the Uniform Housing Afforability controls (UHAC) Regarding compliance with the Township's Affordable Housing Obligations

O-19-09

Ordinance Repealing and Replacing Article IX Section 902, Affordable Housing Fees and Procedures of Ordinance O-03-03 Land Development of the Township Of Gloucester to provide for the Collection of Development Fees in Support of Affordable Housing as Permitted by the New Jersey Fair Housing Act

Meeting Adjourned

TOWNSHIP OF GLOUCESTER
PLANNING BOARD

Tuesday March 12, 2019

Chairman Dintino calls the meeting to order.
Salute to the Flag.
Opening Statement made by Mr. Lechner.
Chairman Dintino announces general rules of the meeting.
Chairman Dintino requests a Roll Call.

Roll Call:

Mrs. Costa	Absent
Mr. Guevara	Absent
Mr. Kricun	Absent
Councilman Hutchison	Present
Mrs. Bradley	Present
Mrs. Rossi	Absent
Mr. Thomas	Present
Mr. Hojnowski	Present
Mrs. MacPherson	Absent
Chairman Dintino	Present
Mr. Costa Esq.	Present
Mr. Bach	Present
Mr. Lechner	Present

Chairman Dintino asked that the Board Professionals be Sworn In.
Mr. Bach & Mr. Lechner were sworn in.

Minutes for Memorialization

Minutes from February 26, 2019.
Chairman Dintino requested a motion to adopt the minutes.
Mrs. Bradley made a motion seconded by Mr. Hojnowski.

Roll Call:

Mrs. Bradley	Yes
Mr. Thomas	Yes
Mr. Hojnowski	Yes
Chairman Dintino	Yes

Resolutions for Memorialization

Block: 18301
Lot: 13.01

Adopting Amendment #7
Amending Ordinance 0-02-30
Known as NVSFR – New Vision
Single-Family Residential Overlay

Chairman Dintino asked for a motion to adopt the Resolution.
Mrs. Bradley made a motion seconded by Mr. Thomas.

Roll Call:

Mrs. Bradley	Yes
Mr. Thomas	Yes
Mr. Hojnowski	Yes
Chairman Dintino	Yes

Application for Review

#191010CM
Camden County
Health Services

Minor Subdivision/Bulk
Block: 12302 Lot: 1
Location: 420 Turnersville Rd.
Create (1) New Lot within the
IN District

NOTES:
After Mr. Dintino announced the application, Mr. Bach recused himself due to Conflict of Interest. Mr. Anthony DiRosa from Remington and Vernick was sworn in and replaced Mr. Bach.
Mr. Mark Asselta Esq. from Brown & Connery approached the podium representing the County of Camden. Mr. Asselta introduced Mike Haggerty, a County Official and Anthony DiRosa, Engineer and Surveyor who would be testifying. Both were sworn in.
Mr. Asselta announced that the County was seeking to sub-divide and sell an eight (8) acre tract of land within the Lakeland Complex Acreage.
Mr. Asselta introduced Mr. DiRosa to give an overview of the section to be sold.
Mr. DiRosa provided an aerial overview, exhibit SB-1b, to help explain the exact track of land to be divided and sold within the Lakeland Complex acreage.
In his description he stated that there would be no varience needed and that the track of land was existing non-conformance with no anticipated problems from the paved collier drive.
Mr. Haggerty briefly spoke as a fact witness. He stated as the County Project Manager the existing building on the property was only for record storage in the last three years since it was uninhabitable. The property had access easement that was not dedicated. The only other structures on the property was the old fire house, used for storage and a small house, used as an office.

Mr. Dintino asked if there were any question from the Board?
None
Mr. Dintino asked if there were any questions from the Public?
None

Chairman Dintino asked for a motion to adopt the Resolution.
Mr. Hutchison made a motion seconded by Mrs. Bradley.

Roll Call:

Councilman Hutchison	Yes
Mrs. Bradley	Yes
Mr. Thomas	Yes
Mr. Hojnowski	Yes
Chairman Dintino	Yes

General Correspondence

NONE

Chairman Dintino adjourned the meeting.
Meeting Adjourned.

Recording Secretary,

Christopher Nowak

RESOLUTION OF FINDINGS AND CONCLUSION

PLANNINGBOARD

TOWNSHIP OF GLOUCESTER

APPLICATION # 161072CM
County of Camden
Block 12302, Lot 1

WHEREAS, the County of Camden is the owner of the land and premises located on Woodbury-Turnersville Road of the Township of Gloucester, New Jersey having made application to the Planning Board of the Township of Gloucester, Camden County, for a Minor Subdivision and variances for 25.17' lot frontage along Woodbury –Turnersville Road and lot width of 14' and pre-existing variances for 8.6' 9.92' and 43.78' from the front property line for the property located upon Block 12302, Lot 1, as shown on the Official Map of the Township of Gloucester, located in a IN- Zone, said application being represented by Mark P. Asselta Esq.; and

WHEREAS, the Board after carefully considering the representations made by the applicant at the public hearing held on March 12, 2019 as well as having reviewed the application and evidential exhibits at said hearing, has made the following factual findings and conclusions based thereon;

1. The applicant, County of Camden is the owner of the land and premises located on Woodbury Turnersville Road in Gloucester Township, New Jersey, as shown on Block 12302, Lot 1, on the Official Tax Map of the Township of Gloucester, located in an R3- Zone.

2. Proper notice was afforded all adjacent property owners as provided by the applicable statutes and ordinances, and the applicant provided proof of said notice.

3. All property taxes were paid to date.

4. After being sworn, Mike Haggerty, Director of Property Improvement for the County, testified the County no longer needs the 3 existing buildings and the subdivision will allow the County to sell them.

Anthony DiRosa, a Professional Engineer, explained the site, ingress and egress and stated the new lot is 8.526 acres and the remainder lot is 180.4 acres. He testified the small lot has lot depth of 400 to 500', however the small lot has an irregular shape because it follows the edge of the water this is the reason for the variances. He also testified the other variances are pre-existing. Introduced into evidence A-1 Minor Subdivision Plan.

The Board Reviewed the letters of Mr. Lechner and Remington and Vernick and the applicant agreed with all the conditions therein except the applicant requested a waiver of the Bonding and the Board granted this request conditioned upon the applicant submitting a plan showing the location of the monument.

5. There were no objections to the application.

UPON MOTION duly made and seconded to grant the applicant the Minor Subdivision and the requested variances and waiver, the Board voted five (5) in favor, none(0)against and zero (0) abstentions, thus granting the relief requested; and

WHEREAS, the Board has determined that the relief requested by the applicant may be granted without substantial detriment to the public good and otherwise without impairing the intent and purpose of the Zoning Plan and Ordinances of the Township of Gloucester because of the size and shape of the lot and the Board was of the opinion that the benefits exceed any detriment; and

WHEREAS, the statutory purposes will be advanced by the granting of the relief requested;

NOW THEREFORE BE IT RESOLVED, by the Planning Board of the Township of Gloucester on this 12th day of March, 2019, the applicant County of Camden is hereby granted the aforesaid Minor Subdivision, variances and waiver of the Bond for the property located upon Block 12302, Lot 1 as shown on the Official Tax Map of the Township of Gloucester, consistent with the testimony, application and exhibits, same of which are incorporated herein.

ROLL CALL:

LIST NAMES

Hutchison	Yes
Thomas	Yes
Bradley	Yes
Hojnowski	Yes
Dintino	Yes

PLANNING **BOARD**
TOWNSHIP OF GLOUCESTER

_____

Frank Dintino **Chairperson**

I, Ken Lechner, Secretary of the Planning Board of the Township of Gloucester, do hereby certify the foregoing Resolution is a true and accurate copy of the Resolution adopted by the Planning Board of the Township of Gloucester on the 26th day of March, 2019.

_____

Ken Lechner, Secretary

Prepared by:
ANTHONY P. COSTA, Esquire

LAND DEVELOPMENT APPLICATION CHECKLIST

Applicant must complete the following requirements to submit an application to the Planning Board or Zoning Board of Adjustment. No application shall be accepted without the items in the below checklist.

- ✓ Taxes Paid Certification.
- ✓ Land Development Application Form – completed, signed, and notarized.
- ✓ Filing Fees.
  - **FILING FEE = Filing + Publication + Property Owners + Variance** (if applicable)
- ✓ Escrow Fees.
  - **ESCROW FEE = Engineer + Planner + Legal**
- ✓ Signed Escrow Agreement.
- ✓ Signed W-9 Form.
- ✓ Disclosure Statement (Corporations, LLC, and Partnerships).
  - Corporations, LLC, and Partnerships must be represented by an attorney.
- ✓ Twelve (12) copies of the development plan (signed and sealed).
- ✓ Seven (7) copies of the Ordinance Checklist (§817).
- ✓ Other reports (4 copies) – if applicable.
  - Drainage Calculations
  - Environmental Impact Statement
  - Traffic Impact Statement

CAMDEN COUNTY PLANNING BOARD

Land development applications for site plans and subdivisions require review and/or approval of the Camden County Planning Board.

NOTE: All municipal site plan and subdivision approvals are conditioned upon Camden County Planning Board Approval.

Camden County Planning Board
Charles J. DePalma Public Works Complex
2311 Egg Harbor Road
Lindenwold, NJ 08021
Phone 856.566.2978 Fax 856.566.2988
planningdivision@camdencounty.com

TOWNSHIP OF GLOUCESTER

Chews-Landing Clementon Road at Hider Lane
P.O. Box 8 Blackwood, NJ 08012
(856) 374-3511 Planning (856) 374-3512 Zoning (856) 232-6229

RECEIVED FEB 26th 2019

For Office Use Only

Submission Date[1]: _____ Application №: #19100 75PW

Taxes Paid Yes/No _____ (Initial) SP

Fees: #200 Project # 12890

☑ Planning Board ☐ Zoning Board of Adjustment

Escr. #750. Escr.# 12890

[1] Upon receipt of all fees, documents, plans, etc.

LAND DEVELOPMENT APPLICATION

1. Applicant	2. Owner(s) (List all Owners)
Name: Caesar's Pasta, LLC	Name(s): Dave Steuber
Address: 1001 Lowerlanding Rd Suite 308	Address: 2400 McClellan ave.
City: Blackwood	City: Penn Sauken
State, Zip: NJ 08012	State, Zip: N.J. 08110
Phone: (856) 227-2585 Fax: (856) 227-1910	Phone: (856) 276-6994 Fax: ( ) -
Email: JCardone@CaesarsPasta.com	

3. Type of Application. Check as many as apply:

- ☐ Informal Review [2]
- ☐ Minor Subdivision
- ☐ Preliminary Major Subdivision [2]
- ☐ Final Major Subdivision
- ☐ Minor Site Plan
- ☐ Preliminary Major Site Plan [2]
- ☐ Final Major Site Plan
- ☐ Conditional Use Approval [2]
- ☐ General Development Plan [2]
- ☐ Planned Development [2]
- ☐ Interpretation [2]
- ☐ Appeal of Administrative Officer's Decision
- ☐ Bulk "C" Variance [2]
- ☐ Use "D" Variance [2]
- ☑ Site Plan Waiver
- ☐ Rezoning Request
- ☐ Redevelopment Agreement
- ☐ _____

[2] Legal advertisement and notice is required to all property owners within 200 feet.

4. Zoning Districts (Circle all Zones that apply)

ER	R4	GCR	CR	(BP)	G-RD	LP-1
R1	RA	BWD	NC	IN	M-RD	NVBP
R2	APT	OR	HC	PR	BW-RD	SCR-HC Overlay
R3	SCR	OF	GI	FP	L-RD	NVSCR Overlay
						IR

5. The following applicants are required to be represented by a New Jersey Attorney: Corporation, Partnership, Limited Liability Corporation and Limited Liability Partnership

Name of Attorney: William J Kearns Jr	Firm: Helmer Conley & Kasselman
Address: 600 Beverly-Rancocas Road	State, Zip: NJ 08046
City: Willingboro NJ	Phone: (609) 877-6550 Fax: ( ) -
	Email: WilliamKearns@HelmerLegal.com

6. Name of Persons Preparing Plans and Reports:

Name: Timothy D. Jennings	Name:
Address: 200 Birchfield dr	Address:
Profession:	Profession:
City: Mount Laurel	City:
State, Zip: NJ 08054	State, Zip:
Phone: (856) 273-1969 Fax: (856) 273-1480	Phone: (__) ___ - ___ Fax: (__) ___ - ___
Email: Timj@Mabeachassoc.com	Email:

7. Location of Property:

Street Address: 1001 lower landing RD Block(s): 4202

Tract Area: 300 Building Lot(s): 1

8. Land Use:

Existing Land Use: Commercial, replacing tank pad that is already there

Proposed Land Use (Describe Application):

9. Property:

Number of Existing Lots:

Number of Proposed Lots:

Proposed Form of Ownership:

☐ Fee Simple ☐ Cooperative

☐ Condominium ☐ Rental

Are there *existing* deed restrictions? ☐ No ☐ Yes **(If yes, attach copies)**

Are there *proposed* deed restrictions? ☐ No ☐ Yes

10. Utilities: (Check those that apply.)

☐ Public Water ☐ Public Sewer ☐ Private Well ☐ Private Septic System

11. List of Application Submission Materials:

List all additional materials on an additional sheet.

12. List Previous or Pending Applications for this Parcel:

List all applications on a separate sheet.

17. Consent of Owner(s):

I, the undersigned, being the owner(s) of the lot or tract described in this application, hereby consent to the making of this application and the approval of the plans submitted herewith. I further consent to the inspection of this property in connection with this application as deemed necessary by the municipal agency. **(If owned by a corporation, attach a resolution authorizing application and officer signature).**

9.21.2018
Date

Sworn and Subscribed to before me this 21 day of Sept, 2018 (Year).

David Steuber
Signature

DAVID Steuber
Print Name

Kimberly Pohlig
Signature

Kimberly Pohlig
Print Name

KIMBERLY POHLIG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/1/2021

18. Disclosure Statement (Pursuant to N.J.S.A. 40:55D-48.1 and 48.2):

Complete each of the following sections:

A. Is this application to subdivide a parcel of land into six or more lots?	☑ No	☐ Yes
B. Is this application for a variance to construct a multiple dwelling of 25 or more family units?	☑ No	☐ Yes
C. Is this application for approval on a site or sites for commercial purposes?	☐ No	☑ Yes
D. Is the applicant a corporation?	☑ No	Yes
E. Is the applicant a limited liability corporation?	☑ No	☐ Yes
F. Is the applicant a partnership?	☑ No	☐ Yes

IF YES TO ANY OF THE ABOVE:

1. List the names and addresses of all stockholders or individual partners owning at least 10 percent of it's stock of any class or at least 10 percent of the interest in partnership, as the case may be. (Use additional sheets as necessary).
2. Does a corporation or partnership own 10 percent or more of the stock in this corporation or partnership?

IF YES:

List the names and addresses of the stockholders of that corporation holding 10 percent or more of the stock or 10 percent or greater interest in that partnership, as the case may be. This requirement is to be followed by every corporate stockholder or partnership, until the names and addresses of the non-corporate stockholder and individual partners with 10 percent or more ownership have been listed. (Use additional sheets as necessary). ☐ No ☐ Yes

Signature of Applicant

Joseph Cardone
Print Name

10-1-18
Date

19. Survey waiver certification:

As of the date of this application, I hereby certify that the survey submitted with this application, under the date of _____, shows and discloses the premises in its entirety, described as Block 4208 Lot 1; and I further certify that no buildings, fences or other facilities have been constructed, installed or otherwise located on the premises after the date of the survey with the exception of the structures shown.

State of New Jersey,
County of Camden:

_____ of full age, being duly sworn to law, on oath and says that all of the above statement herein is true.

Name of property owner or applicant

Sworn and subscribed to
On this _____ day of _____, 20_____ before the following authority.

Notary public

17. Consent of Owner(s):

I, the undersigned, being the owner(s) of the lot or tract described in this application, hereby consent to the making of this application and the approval of the plans submitted herewith. I further consent to the inspection of this property in connection with this application as deemed necessary by the municipal agency. **(If owned by a corporation, attach a resolution authorizing application and officer signature).**

9.21.2018
Date

David Steuber
Signature

DAVID Steuber
Print Name

Sworn and Subscribed to before me this 21 day of Sept 2018 (Year).

Kimberly Pohlig
Signature

Kimberly Pohlig
Print Name

KIMBERLY POHLIG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/1/2021

18. Disclosure Statement (Pursuant to N.J.S.A. 40:55D-48.1 and 48.2):

Complete each of the following sections:

A. Is this application to subdivide a parcel of land into six or more lots?	☑ No	☐ Yes
B. Is this application for a variance to construct a multiple dwelling of 25 or more family units?	☑ No	☐ Yes
C. Is this application for approval on a site or sites for commercial purposes?	☐ No	☑ Yes
D. Is the applicant a corporation?	☑ No	☐ Yes
E. Is the applicant a limited liability corporation?	☑ No	☐ Yes
F. Is the applicant a partnership?	☑ No	☐ Yes

IF YES TO ANY OF THE ABOVE:

1. List the names and addresses of all stockholders or individual partners owning at least 10 percent of it's stock of any class or at least 10 percent of the interest in partnership, as the case may be. (Use additional sheets as necessary). ☑ No ☐ Yes
2. Does a corporation or partnership own 10 percent or more of the stock in this corporation or partnership? ☑ No ☐ Yes

IF YES:

List the names and addresses of the stockholders of that corporation holding 10 percent or more of the stock or 10 percent or greater interest in that partnership, as the case may be. This requirement is to be followed by every corporate stockholder or partnership, until the names and addresses of the non-corporate stockholder and individual partners with 10 percent or more ownership have been listed. (Use additional sheets as necessary).

Signature of Applicant

(Stephen W. Lewis)
Print Name

2.14.19
Date

19. Survey waiver certification:

As of the date of this application, I hereby certify that the survey submitted with this application, under the date of _____, shows and discloses the premises in its entirety, described as Block 4208 Lot 1; and I further certify that no buildings, fences or other facilities have been constructed, installed or otherwise located on the premises after the date of the survey with the exception of the structures shown.

State of New Jersey,
County of Camden:

_____ of full age, being duly sworn to law, on oath and says that all of the above statement herein is true.

Sworn and subscribed to
On this _____ day of _____,
20_____ before the following authority.

Name of property owner or applicant

Notary public

Caesars Pasta LLC
Ownership Disclosure

Caesar's Pasta, LLC is a limited liability company and does not have stock or partnership interests. Cambridge Capital PE IV, LLC is its only member, owning 100%. Cambridge Capital PE IV, LLC is owned by a number of trusts and a couple of entities for the benefit of the Merage family. The only member with greater than 10% ownership is the David and Laura Merage Family Trust.

ZONING PERMIT DENIED

845 LOWER LANDING RD
Block/Lot 4202/1

Applicant
Caesars Pasta Products
1001 Lower Landing Rd.
Blackwood, NJ 08012

Real Estate Owner
VPR COMMERCE CENTER ASSOCIATES LL
5105 N PARK DRIVE
PENNSAUKEN NJ 08109

This is to certify that the above-named applied for a permit to/authorization for
a proposed concrete pad for a future 13000 gallon "nitrogen" tank.. This application for approval is hereby denied

Zone
BP
Application is
Denied

Comments on Decision:
A site plan approval is required prior to issuance of permit. 1waiver

. Additional permits must be obtained through the Construction Office

Gloucester Township
P O Box 8
Blackwood, NJ 08012
(856)228-4000 FAX(856)232-6229

Alisa Ortiz
Zoning Officer
September 12, 2018 Applic No. 12615

Cut Here

Deliver to...

Caesars Pasta Products
1001 Lower Landing Rd.
Blackwood, NJ 08012

GLOUCESTER TOWNSHIP POLICE
TRAFFIC SAFETY UNIT
SITE PLAN REVIEW

Application #191007SPW **Block: 4202** **Lot: 1**

■Plans as shown along with available information do not reveal any anticipated traffic problems.

□Stop signs/traffic control signs as shown must be installed upon or prior to any occupancy.

□Traffic Control signs as shown on plans are not enforceable by police unless properly included by Municipal Ordinance made through application of the site owner under New Jersey 39:5-1.

□Emergency contact numbers for site issues with twenty-four human contact should be provided to Police prior to start of construction.

□Other

RECEIVED
MAR 7 2019

Reviewed By: ■ Lt. Timtohy R. Kohlmyer #206 Signature: 206 Date: 3/6/19

Commissioners
Richard P. Calabrese
Chairman
Joseph Pillo
Vice Chairman

Board Members
Glen Bianchini
Ken Garbowski
Frank Schmidt
Dorothy Bradley
Frank Dintino

THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

401 W. Landing Road, Blackwood, NJ 08012
P.O. Box 216, Glendora, NJ 08029-0216
Phone: (856) 227-8666 • FAX: (856) 227-5668

Raymond J. Carr
Executive Director

Marlene Hrynio
Administrative Secretary

Howard C. Long Jr, Esq.
Solicitor

Thomas Leisse, PE, CME
Consulting Engineer

March 4, 2019

RECEIVED

Township of Gloucester
Dept. of Community Development
P.O. Box 8
Blackwood, New Jersey 08012

Re: Application #191007SPW
Caesars Pasta Products
1001 Lower Landing Road, Blackwood, NJ 08012
Block 4202, Lot 1

Gentlemen:

In response to your transmittal regarding the above application, approval will have no effect on the sanitary sewer system.

Should you have any further questions, please feel free to contact me.

Very truly yours,

THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

Raymond J. Carr
Executive Director

RJC:mh

TOWNSHIP OF GLOUCESTER
PLANNING TRANSMITTAL

February 20, 2019

APPLICANT: Caesars Pasta Products

Escrow: # 12890
Application : #191007SPW
Block: 4202 Lot: 1

LOCATION: 1001 Lower Landing Rd., Blackwood, NJ 08012

TRANSMITTAL TO:

O Camden County Planning	O Tax Assessor	O MUA
O Steven Boraske, Esq.	O Aqua Water Co.	O Construction
O Steven Bach, Bach,Engineer	O New Jersey America	O Traffic/Police
O Planner	O Fire District 1 2 3 4 5 6	

STATUS OF APPLICATION – Site Plan Waiver, Existing Land Use Commercial. Replacing Tank pad for future 13000 gallon "Nitrogen" Tank.

- ☑ 1 Copy Standard Foundation, Site Access Standard
- ☑ 1 Copy – Egress Route Floor Plan
- ☑ 1 Copy - Foundation Plan Sections & Notes
- ☐ 1 Copy - Specification
- ☐ 1 Copy – Environmental Impact Statement
- ☐ 1 Copy - Recycling Report
- ☐ 1 Copy Stormwater Management Report
- ☐ 1 Copy - Proposed Erosion Control Plan
- ☐ 1 Copy - Environmental Impact Statement

No Issues.
Replacing tank.
Did ownership give signed approval?

Meeting

Signature

3/4/19

Bin# 62

TOWNSHIP OF GLOUCESTER
PLANNING TRANSMITTAL

February 20, 2019

APPLICANT: Caesars Pasta Products

Escrow: # 12890
Application : #191007SPW
Block: 4202 Lot: 1

LOCATION: 1001 Lower Landing Rd., Blackwood, NJ 08012

TRANSMITTAL TO:

O	Camden County Planning	O	Tax Assessor	O	MUA
O	Steven Boraske, Esq.	O	Aqua Water Co.	O	Construction
O	Steven Bach, Bach,Engineer	O	New Jersey America	O	Traffic/Police
O	Planner	O	Fire District 1 2 3 4 5 6		

STATUS OF APPLICATION – Site Plan Waiver, Existing Land Use Commercial. Replacing Tank pad for future 13000 gallon "Nitrogen" Tank.

☐	1 Copy	Standard Foundation, Site Access Standard
☐	1 Copy –	Egress Route Floor Plan
☐	1 Copy -	Foundation Plan Sections & Notes
☐	1 Copy -	Specification
☐	1 Copy –	Environmental Impact Statement
☐	1 Copy -	Recycling Report
☐	1 Copy	Stormwater Management Report
☐	1 Copy -	Proposed Erosion Control Plan
☐	1 Copy -	Environmental Impact Statement

OK 2-28-19 JG Bldg

Meeting

Signature

ORLANDO MERCADO
Council President

TRACEY L. TROTTO
Council Vice President

Council Members
DAN HUTCHISON
MICHAEL D. MIGNONE
FRANKLIN T. SCHMIDT
ANDREA L. STUBBS
MICHELLE L. WINTERS

GLOUCESTER TOWNSHIP

JOIN THE EXCITEMENT

DAVID R. MAYER
Mayor

THOMAS C. CARDIS
Business Administrator

DAVID F. CARLAMERE, ESQ.
Solicitor

ROSEMARY DIJOSIE
Township Clerk

To Whom It May Concern:

Our records indicate that the below referenced property is current with taxes and there are no outstanding liens.

Name: VPR COMMERCE CENTER ASSOC LLC

Address: 845 Lower Landing Rd

Block: 4202 Lot: 1

If you have any questions, please feel free to contact the tax office at 856-228-4000.

Sandra L. Ferguson
Gloucester Township Tax Collector

OFFICIAL INFORMATION

Tax Collector
Gloucester Township
Camden County

1261 Chews Landing-Clementon Rd., at Hider Lane • P.O. Box 8, Blackwood, New Jersey 08012
(856) 228-4000 • FAX: (856) 374-3527 (Clerk) • FAX: (856) 374-3528 (Finance)
www.glotwp.com

Printed on recycled paper

TOWNSHIP OF GLOUCESTER
Inter-office Correspondence

TO: Planning Board

FROM: Kenneth D. Lechner, PP, AICP, Director/Planner
Dept. of Community Development & Planning

RE: ***APPLICATION #191007SPW*** ***Escrow #12890***
Ceasar's Pasta
BLOCK 4202, LOT 1

DATE: April 03, 2019

The Applicant requests a site plan waiver for "Commercial, replacing tank pad" within the BP – Business Park District. The project is located on the east side of Lower Landing Road within the VPR Commerce Center.

The application and support documents have been reviewed and the following comments are offered for your consideration.

Should you have any questions regarding this application, do not hesitate to contact me at (856) 374-3511.

- Applicant: Caesar's Pasta, LLC, 1001 Lower Landing Road, Suite 308, Blackwood, NJ 08012 (telephone #856-227-2585).
- Owner: Dave Steuber, 2400 McClellan Avenue, Pennsauken, NJ 08110 (telephone #856-296-6994).
- Attorney: William J. Kearns, Esq., Helmer, Conley & Kasselman, P.A., 600 Beverly-Rancocas Road, Willingboro, NJ 08046 (telephone #609-877-6550).

I. INFORMATION SUBMITTED

1. Helmer, Conley & Kasselman, P.A. Transmittal Letter dated 02/15/19.
2. Township of Gloucester Land Development Application Form and checklist dated 02/26/19.
3. Site Location Sketch.
4. Egress Route Floor plan, comprising (1) sheet, as prepared by CADD Services, dated 8/20/18.
5. Standard Foundation, comprising two (2) sheets, as prepared by Customer Engineering Services (Letter Size).
6. Specification VCS – 3000 thru VCS-13000 BOC, comprising (1) sheet, as prepared by MVE, Inc. dated 5/11/94, last revised 02/18/98.
7. Foundation Plan, Sections & Notes, as prepared by Michael A. Beach & Associates, LLC, comprising one (1) sheet dated 8/27/18.

II. ZONING REVIEW

1. Bulk Zoning Requirements:

Zone: BP – Business Park District [§416].

Description	Required (Planned Commercial Development)	Proposed	Conforms
Tract area (min.)	10 ac.	18.50 ac.[1]	yes
Lot size (min.)	2 ac.	18.50 ac.[1]	yes
Lot frontage (min.)	200 ft.	1,050 ft.[1]	yes
Lot width (min.)	200 ft.	1,050 ft.[1]	yes
Lot depth (min.)	300 ft.	1,080 ft.[1]	yes
Tract perimeter setback (min.)	50 ft.	n/a	n/a
Lot coverage (max.)	70%	n/p	---
Floor Area Ratio (max.)	0.50	n/p	---
Principal Building Minimum Yards, Depths and Height Limitations			
Front yard (min.)	50 ft.	±725 ft.[2]	yes
Side yard (min.)	20 ft.	±119 ft.[2]	yes
Rear yard (min.)	35 ft.	±179 ft.[2]	yes
Building Height (max.)	3 stories	n/a	n/a

[1] = Tax map data.
[2] = Scaled data.

III. WAIVER COMMENTS

The Applicant has requested a waiver from Site Plan Review as per §801.A(3). The applicable Land Development Ordinance states the following:

> "The approving authority may waive the requirement of site plan approval whenever it determines that the proposed development, alteration, repair, or change of use or occupancy does not affect the existing condition of the lot or premises, including: topography; vegetation; drainage; flood plains; marshes and waterways; open space; walkways, means of ingress and egress; utility services; landscaping; structures; signs; lighting and screening devices; and other considerations of site plan review ..."

IV. VARIANCES COMMENTS

The instant application doesn't require any variances:

V. LAND DEVELOPMENT ORDINANCE COMMENTS

The Applicant is advised of the following additional requirements of the Land Development Ordinance:

1. *A soil removal plan if soil is to be removed from the site for use or sale other than the premises subject to this application as per §801.C. Soil Removal.*
2. *A grading plan prepared and sealed by licensed professional engineer as per §814, Grading Approval.*
3. *Affordable housing requirement as per §902, Affordable Housing Fees and Procedures.*
4. *Before recording final subdivision plats or as condition of final site plan approval or as a condition to the issuance of a zoning permit pursuant to N.J.S.A. 40:50D-65d the furnishing of a performance guarantee, maintenance guarantee, and inspection fees as per §903, Guarantees and Inspections and §904, Certification or Guarantee Required; Estimate of Guarantee.*
5. *Requirements precedent to construction as per §905, Pre-conditions to Commencement of Construction.*
6. *Construction of off-tract improvements as per §906, Off-Tract Improvements Recapture.*
7. *A zoning permit is required prior to the issuance of any construction permits and prior to the issuance of a Certificate of Occupancy by the Construction Official the Applicant must acquire a Certificate of Zoning Conformity from the Zoning Officer as per §1102, Permits, General, §1103, Zoning Permit and §1104, Certificate of Zoning Conformity.*

VI. RECOMMENDATIONS

1. The Applicant must address the above underlined comments.
2. The Applicant is advised revised plans and support documents would not be accepted by this Department without sufficient escrows for professional services in accordance with the signed escrow agreement.

cc: Caesar's Pasta, LLC
William J. Kearns, Esq.
Stephen Boraske, Esq.
Steven M. Bach, PE

BACH Associates, PC
ENGINEERS • ARCHITECTS • PLANNERS

April 1, 2019

Township of Gloucester
Chews Landing-Clementon Road, at Hider Lane
PO Box 8
Blackwood, NJ 08012-0008

Attn: Ken Lechner, Community Development Director

Re: Site Plan Waiver
Caesar's Pasta, LLC
1001 Lower Landing Road
300 Building
Block 42.02, Lot 1
Review No. 1
Bach Project No. GTPB-2019-3

RECEIVED
APR - 2019

Dear Mr. Lechner:

We have received the following items submitted for the referenced project:

- Township of Gloucester Land Development Application, dated February 26, 2019.
- Floor Plan entitled "Caesar's Pasta Specialties, 1001 Lower landing Road, Blackwood, NJ 08012", prepared by CAT CADD Services, dated 8-20-18, no revision.
- Plan entitled "Foundation Plan, Sections & Notes, Nitrogen Tank Foundation, Caesar's Pasta, 1001 Lower Landing Road, Suite 302, Blackwood, NJ", prepared by Michael A. Beach & Associates, LLC, dated 8-27-18, no revision.
- Survey entitled "ALTA/NSPS Land Title Survey, VPR Commerce Center, Plate 42, Block 4202, Lot 1, Gloucester Township, Camden County, New Jersey", prepared by Consulting Engineer Services, dated 9-1-16, no revision.
- Plans (4 sheets – 11" x 17") prepared by The Lidle Group:

Sheet	Title	Date/Last Revision
1	Site Access Standard	3-3-03 / 2-24-16
2	Light Duty Bollard Detail	13-8-07 / None
3	Standard Foundation (Pad & Bolt Details)	1-3-08/11-23-16
4	Standard Foundation (Bolt Sizing Chart)	1-3-08/11-23-16

- Mark up ALTA/NSPS Land Title Survey noted above with the proposed work location indicated.

OWNER / APPLICANT:

Owner: Dave Steuber
2400 McClellan Avenue
Pennsauken, NJ 08110
856-296-6994

Applicant: Caesar's Pasta, LLC
1001 Lower Landing Road
Suite 308
Blackwood, NJ 08012
856-227-2585(P), 856-227-1910 (F)
cardone@caesarspasta.com

PROJECT SUMMARY:

This application is for the replacement of an existing nitrogen tank and concrete pad in the rear of an existing commercial building in a commercial business park on the northeasterly side of Lower Landing Road north of Poplar Avenue. The site is an 18.3 acre parcel of land located in in the Township's Business Park (BP) Zoning District and contains six (6) commercial buildings and associated site improvements. There are no substantial site changes being proposed by this application and the applicant is seeking a waiver from Site Plan review.

COMMENTS:

Our office preformed a site inspection on March 7, 2019 and have reviewed all information submitted for conformance with the Township's Land Development Ordinance. We offer the following comments regarding the application:

1. The applicant shall address the replacement of the existing fence (see photo 1). If a new fence is proposed details of the fence and fence posts shall be provided for review.

2. During our site inspection it was discovered that several of the existing concrete bollards are damaged. The plans provide a concrete bollard detail. The applicant shall replace any existing bollards at the site that are damaged or broken.

3. During our site visit it was discovered that the area of the work to be performed is cluttered (see photo 2). It is the applicant's responsibility to keep the property clean.

If there are any questions or if any additional information is required please contact this office.

Very truly yours,
BACH ASSOCIATES, PC

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

Cc: Gloucester Township Planning Board Members
Richard Wells, Esq. (PB Solicitor)
Joseph Cardone, Caesar's Pasta (Applicant)
Dave Steuber (Owner)
William J. Kearns, Jr, Esq. (Applicant's Professional)

S:\GTPB2018 Gloucester Twp PB\-10 Laurel Hill Plaza Site Plan Waiver\GTPB2018-10 Laurel Hill Plaza Site Plan Waiver Review No 1.doc

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

Site Photographs of the Caesar's Pasta Specialties Property
1001 Lower Landing Road
Gloucester Township, NJ
March 7, 2019

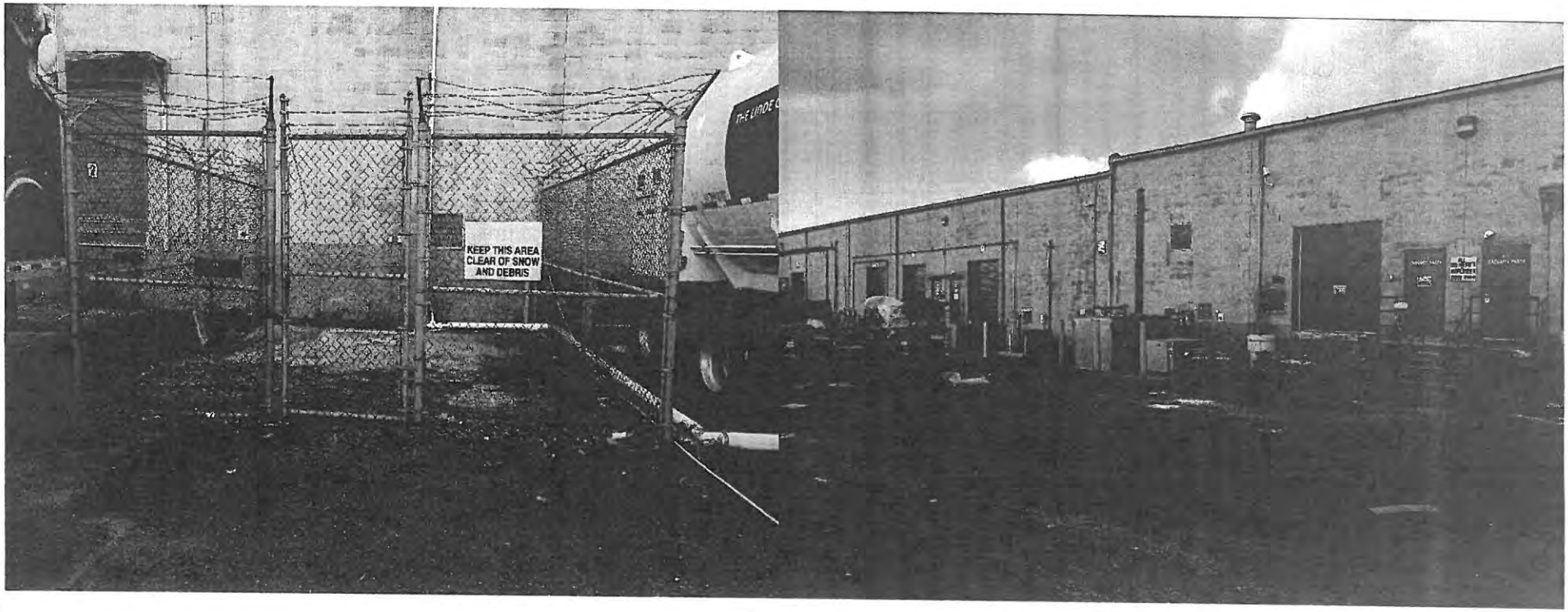

Photo No. 1

Photo No. 2

BACH Associates, PC
ENGINEERS • ARCHITECTS • PLANNERS

O-19-05

ORDINANCE OF THE TOWNSHIP OF GLOUCESTER, COUNTY OF CAMDEN AND STATE OF NEW.JERSEY AMENDING ORDINANCE O-03-03 LAND DEVELOPMENT REGARDING PERFORMANCE GUARANTEES

WHEREAS, the State of New Jersey Senate and General Assembly enacted revisions concerning performance guarantees and maintenance guarantees under the "Municipal Land Use Law" and amending P.L. 1975, c.291; and,

WHERAS, the Township of Gloucester, County of Camden wants to amend Ordinance O-03-03, Land Development to be consistent with the aforementioned amendments.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Gloucester, County of Camden, State of New Jersey, that Ordinance O-03-03, known as the "Land Development Ordinance" be and is hereby amended, as follows:

SECTION 1. That Article IX, titled "Fees, Guarantees, Inspections and Off-Tract Improvements," Section 903 titled, "Guarantees and Inspections" be repealed and amended as follows:

Section 903. Guarantees and Inspections.

A. <u>Performance Guarantees</u>:

1. Before filing of final subdivision plats or recording of minor subdivision deeds or as a condition of final site plan approval, or as a condition of the issuance of a zoning permit pursuant to N.J.S.A. 40:55D-65, the Township shall require and accept, in accordance with the standards as contained herein and for the purpose of assuring the installation and maintenance of any required certain on-tract/or off-tract improvements, the furnishing of a performance guarantee. No plans will be signed by the Township Clerk and/or the appropriate administrative authority until and unless the required performance guarantee has been approved by the Township's Attorney and Engineer. Any such performance guarantee required by the Township shall be furnished in favor of the Township in an amount not to exceed one hundred and twenty percent (120%) of the costs of installation of only those improvements required by an approval or developer's agreement, ordinance, or regulation to be dedicated to a public entity, and that have not yet been installed.

   The cost shall be determined by the Township Engineer according to the method of calculation set forth herein and in the Municipal Land Use Law, specifically N.J.S.A. 40:55D-53.4, et. seq. The cost shall include the following improvements as shown on the approved plans or plat: streets, pavement, gutters, curbs, sidewalk, street lighting, street trees, surveyor's, monuments (as shown on the final map and as required by the "Map Filing Law" (N.J.S.A. 46:23-9.9 et seq.; repealed by section 2 of P.L. 2001, c.217) or N.J.S.46:26B-1 through N.J.S. 46:26B-8), water mains, sanitary sewers, community septic systems, drainage structures, public improvements of open space, and any grading necessitated by the preceding improvements.

B. <u>Perimeter Buffer Landscaping Performance Guarantee</u>:

1. The Township shall require a performance guarantee to include, within an approved phase or section of a development, privately-owned perimeter buffer landscaping as required by local ordinance or imposed as a condition of approval. At the developer's option, a separate performance guarantee may be posted for the privately-owned perimeter buffer landscaping.

C. **Safety and Stabilization Guarantee:**

1. The Township shall require a "Safety and Stabilization Guarantee," in favor of the Township. At the developer's option, a safety and stabilization guarantee may be furnished either as a separate guarantee or as a line item of the performance guarantee. The safety and stabilization guarantee shall be available to the municipality solely for the purpose of returning property that has been disturbed to a safe and stable condition or otherwise implementing measures to protect the public from access to an unsafe or unstable condition, only in the circumstance that:

   a. Site disturbance has commenced and, thereafter, all work on the development has ceased for a period of at least 60 consecutive days following such commencement for reasons other than force majeure, and

   b. Work has not recommenced within 30 days following the provision of written notice by the municipality to the developer of the municipality's intent to claim payment under the guarantee. A municipality shall not provide notice of its intent to claim payment under a safety and stabilization guarantee until a period of at least 60 days has elapsed during which all work on the development has ceased for reasons other than force majeure. The Township shall provide written notice to a developer by certified mail or other form of delivery providing evidence of receipt.

   The amount of the Safety and Stabilization Guarantee shall be as follows:

      i. For a development with bonded improvements in an amount not exceeding $100,000, the guarantee shall be $5,000.
      ii. For a development with bonded improvements exceeding $100,000, the amount shall be calculated as a percentage of the bonded improvement costs of the development or phase of development as follows: $5,000 for the first $100,000 of bonded improvement costs, plus two and a half percent of bonded improvement costs in excess of $100,000 up to $1,000,000, plus one percent of bonded improvement costs in excess of $1,000,000.

D. **Temporary Certificate of Occupancy Guarantee:**

1. In the event that the developer seeks a Temporary Certificate of Occupancy for a development, unit, lot, building, or phase of development, as a condition of the issuance thereof, the developer shall furnish a separate guarantee, referred to herein as a "Temporary Certificate of Occupancy Guarantee," in favor of the municipality in an amount equal to 120% of the cost of installation of only those improvements or items which remain to be completed or installed under the terms of the temporary certificate of occupancy and which are required to be installed or completed as a condition precedent to the issuance of the permanent certificate of occupancy for the development, unit, lot, building or phase of development and which are not covered by the existing performance guarantee.

2. The Temporary Certificate of Occupancy Guarantee shall include items such as, but not limited to, sidewalks, landscaping and street trees at subject property, roadway paving (including surface course) from the property to the fully improved roadway, water and sewer infrastructure from the property to an operating main, stormwater conveyance to serve property, and stormwater management structures/basins for the current project phase.

3. When uncompleted community facilities, such as recreation, are to be included in the temporary certificate of occupancy guarantee, it shall be required at the point of 50% occupancy of the development or phase.

4. The above items shall apply for both residential and non-residential developments. Upon posting of a "Temporary Certificate of Occupancy Guarantee," all sums remaining under a performance guarantee, required pursuant to subparagraph (a) of this paragraph, which correspond to the development, unit, lot, building, or phase of development for which the temporary certificate of occupancy is sought, shall be released. The scope and amount of the Temporary Certificate of Occupancy Guarantee shall be determined by the municipal engineer. At no time may a municipality hold more than one guarantee or bond of any type with respect to the same line item. The temporary certificate of occupancy guarantee shall be released by the Township upon completion of the list of outstanding items.

E. **Maintenance Guarantees:**

1. The developer shall post with the Township Council, prior to the release of the Performance Guarantee and / or the Perimeter Landscape Buffer Performance Guarantee a maintenance guarantee for a period not to exceed two years after final acceptance of the improvement, in an amount not to exceed fifteen percent (15%) of the cost of the improvement, which cost shall be determined by the Township Engineer according to the method of calculation set forth in §904.B.

2. The developer shall post with the Township Council, upon the inspection and issuance of final approval a maintenance guarantee in an amount not to exceed 15% of the cost of the installation of the following private site improvements: stormwater management basins, in-flow and water quality structures within the basins, and the out-flow pipes and structures of the stormwater management system, if any, which cost shall be determined according to the method of calculation set forth in N.J.S.A. 40:55D-53.4.

F. **Exceptions:**

1. In the event that other governmental agencies or public utilities automatically will own the utilities to be installed or the improvements are covered by a performance or maintenance guarantee to another governmental agency, no performance or maintenance guarantee, as the case may be, shall be required by the municipality for such utilities or improvements.

SECTION 2. That Article IX, titled "Fees, Guarantees, Inspections and Off-Tract Improvements," Section 904 titled, "Certification or Guarantee Required; Estimate of Guarantee" be repealed and amended as follows:

Section 904. Certification or Guarantee required; Estimate of Guarantee; Estimate of Inspection Escrow.

A. Improvements to be Installed: No final plan shall be approved unconditionally by the approving authority until the satisfactory completion and performance of all such required improvements have been certified to the Board by the Township Engineer, unless the owner shall have filed with the municipality a performance guarantee sufficient in amount to cover the cost of all such improvements to be dedicated to a public entity, perimeter buffer landscaping and for safety and stabilization of the site in accordance with Section 903 of this ordinance. The guarantees shall be_as estimated by the Township Engineer, and assuring the installation of such uncompleted improvements on or before an agreed upon date.

B. Determination of Guarantee Estimates.

1. Preparation of Estimate. An estimate shall be prepared by the Township Engineer or the developer's engineer and approved by the Township Engineer, setting forth all requirements for improvements as fixed by the Board and their estimated cost. The estimated cost of the installation of improvements determined by the Township Engineer shall be based on documented construction costs for public improvements prevailing in the general area of the Township.

3. Improvements to be guaranteed. Improvement cost as used in this section shall be defined to include construction and installation costs f of those improvements defined in section 903.A, 903.B and 903.C. Any improvements installed prior to the application for final approval that do not meet Township or New Jersey Standards (N.J.A.C. 5:21-1 et seq.) shall be included in the performance guarantee.

4. Appeal of Determination. The developer may appeal the Township Engineer's estimate to the Township Council. The Township Council shall decide the appeal within 45 days of receipt of the appeal in writing by certified mail to the Township Clerk. After the developer posts a guarantee with the Township based on the cost of the installation of improvements as determined by the Township Council, he may institute legal action within one year of the posting in order to preserve the right to a judicial determination as to the fairness and reasonableness of the amount of the guarantee.

C. Determination of Maintenance Guarantee Estimate. The approved performance guarantee estimates shall fix the requirements of maintenance of the improvements to be installed and completed by the developer. A surety company or cash bond meeting the requirements herein above set forth may be furnished to secure the maintenance guarantee, or the performance bond may be styled or amended to provide such security in reduced amount in keeping with the requirements.

D. Performance and Maintenance Guarantee Approval.

1. The developer shall present two (2) copies of each guarantee in an amount equal to the amount of the approved guarantee estimates for approval as to form and execution by the Township Solicitor.

2. The Township Solicitor shall forward his or her approval of the form of the performance guarantee for consideration for adoption by the governing body.

E. Inspection Escrow:

1. The obligor shall reimburse the Township for reasonable inspection fees paid to the municipal engineer for the foregoing inspection of all improvements which fees shall not exceed the greater of:

   a. $500.00, or

   b. Five (5%) percent of all private and public site improvements.

2. Inspection escrow shall be calculated by the Township Engineer.

3. If the Township determines that the amount in escrow for the payment of inspection fees is insufficient, the Township may require the developer to deposit additional funds in escrow provided that the Township delivers to the developer a written inspection escrow deposit request, signed by the Municipal Engineer in accordance with N.J.S.A. 40:55D-53.4.

F. Bonding and Cash Requirements.

1. The performance guarantees shall be the approved performance guarantee estimates and as surety a performance bond in which the applicant shall be principal, the bond to be provided by an acceptable surety company licensed to do business in the State of New Jersey, an irrevocable letter of credit drawn on a banking or savings and loan institution located in and licensed to do business in the State of New Jersey or such other form of security as may be approved by the Township Solicitor, or cash, or a certified check shall be deposited with the Township of Gloucester by payment to the Township Treasurer. The performance guarantee in favor of the Township shall be in an amount not to exceed one hundred twenty percent (120%) of the cost of the installation and improvements. The Township Treasurer shall issue its receipt for such cash deposits and shall cause the same to be deposited in a bank named by the Township for this purpose to be retained as security for completion of all requirements and to be returned to the developer on completion of all required work and expiration of the period of maintenance guarantee or, in the event of default on the part of the subdivider, to be used by the Township of Gloucester to pay the cost and expense of obtaining completion of all requirements. Every bond, whether cash or surety, shall contain a clause to the effect that the obligation shall remain in full force and effect until such time as certification is received from the Township Engineer that the principal has met and complied with all specifications and requirements for which said cash or surety bond has been posted.

2. Ten percent (10%) of the amount of the approved performance guarantee estimates shall be deposited with the Township by the applicant in cash. The remaining 90% may be in cash, surety bond or other securities or guaranties approved by the Township Solicitor. In the event of default, the ten-percent fund herein mentioned shall be first applied to the completion of the requirements and the cash or the surety shall thereafter be resorted to, if necessary, for the completion of the requirements. The cash or surety may recite the foregoing provisions. The Township Engineer's determination that the principal has defaulted in his obligation shall be binding and conclusive upon the principal.

3. Irrevocable letters of credit shall include, but not be limited to, the following provisions:

   a. An unconditional payment obligation of the issuer running solely to the Township for an express initial period of time in the amount determined pursuant to N.J.S.A. 40:55D-53.

   b. Is for a period of time of at least two years; and

   c. Permits the Township to draw upon the letter of credit if the developer fails to furnish another letter of credit which complies with the provisions of this subsection 30 days or more in advance of the expiration date of the letter of credit or such longer period in advance thereof as is stated in the letter of credit.

G MUA Improvements.

1. Sanitary sewerage improvements to be connected to the Gloucester Township Municipal Utilities Authority (MUA) sanitary sewerage system or to be owned or maintained by the Gloucester Township MUA shall be approved by said Authority in accordance with the design and performance standards set forth in Article V of this ordinance and the requirements of the Gloucester Township MUA. Performance and Maintenance Guarantees in favor of the Gloucester Township MUA shall be required to assure proper construction and installation of such sanitary sewerage improvements and facilities and shall be posted with the Gloucester Township MUA. All releases of Performance Guarantees posted for said sanitary improvements shall be secured from the Gloucester Township MUA in accordance with its regulations and statute.

H. Public Utilities. No performance guarantee or maintenance guarantee shall be required for the installation of utilities when the improvements have been or will be installed by the utility company involved.

SECTION 3. That Article IX, titled "Fees, Guarantees, Inspections and Off-Tract Improvements," Section 905 titled, "Pre-Conditions to Commencement of Construction be amended to repeal and replace the following sections:

D. Staging and Completion of Installation of Improvements.

1. Staging Schedule. At the same time of providing a performance guarantee that developer shall submit a construction schedule for review and approval by the Township Engineer, establishing the scheduling and timing of installation of all improvements covered by the performance guarantee within a two (2) year period, unless an extended period has been approved by the Planning or Zoning Board. The approved schedule shall be required for the protection of the interest of the public and of the residents, occupants and owners of the proposed development in the total completion of the project.

2. Completion of Improvements. Unless otherwise approved by the Planning or Zoning Board, based on the size of the development, or specific site conditions, or improvements proposed, said schedule shall provide for all improvements to be completed within two (2) year period, the schedule shall be based on the performance guarantee estimate, as prepared by the Township Engineer at the time of final approval, in relation to the proposed number of construction permits for the project, and shall require at a minimum that prior to the time that 75% of the construction permits are issued for the project, 75% of the improvements as set forth in the performance guarantee estimated shall be installed, inspected, and the performance guarantee reduced in that amount by the governing body.

3. Completion of Improvements by Plat Section. In the event that final approval is granted by sections, then the provisions of subsection –D.1, herein above, shall apply by Sections. Prior to the granting of final approval for a subsequent section of the project, the Planning Board may require:

   a. A report from the Township Engineer certifying that the developer is in compliance with the schedule previously adopted for a prior section; and
   b. In the event that all of the certificates of occupancy have been issued for a prior section that all improvements have been completed for that section.

4. Failure to Meet Schedule. At any time that the developer is not in compliance with the schedule required pursuant to this subsection, the governing body, at the request of the Planning Board, or upon its own motion based on information submitted by the Township Engineer, may order that the issuance of any further construction permits be suspended until certain, specified improvements are completed and certified by the Township Engineer as complete. The suspension of permits may be pursued independently or in conjunction with a formal declaration of default and action against the developer's performance guarantee pursuant to §814.E for projects that received final approval prior to the effective date of this Ordinance, but are still under construction at the time of adoption hereof, the provisions of this sub-paragraph shall apply and construction permits may be withheld and/or default declared if the Township Engineer reports that the developer has received final approval in new sections and the improvements have not been completed in prior sections in which certificates of occupancy have been issued.

5. Conveyance of Public Easements and Open Space. Prior to the approval by the governing body of the final reduction and release of the performance guarantee, all easements and open space shall be conveyed to the Township, or such other guarantee, as specified on the final plat, by deed continuing a metes and bounds legal description.

6. Extension of Time of Installation of Improvements. The time allowed for installation of the improvements for which a performance guarantee has been provided, may be extended upon approval by the Township Engineer and Director of Community Development and Planning of a new schedule not to exceed a two year period or less depending on the extent of improvements to be completed. As a condition or part of any such extension, the amount of any performance guarantee may be increase or reduced, as the case may be, to an amount not to exceed one hundred twenty percent (120%) of the current cost of the remaining construction and improvements to be installed. This provision does not remove the ability of the governing body, upon its own motion, or upon information from the Township Engineer or Director of Community Development & Planning to require a developer to address their schedule of installation of improvements or failure to meet the schedule of improvements.

E. As-Built Plans. After completion of construction of the improvements covered by the performance guarantee, and prior to final acceptance by the Township of any improvements, the developer shall cause the approved, final development plans and profiles to be updated to show "as-built" conditions. Unless specific items are waived by the Township Engineer, an as-built plan shall be submitted which indicates the constructed conditions and/or location of:

1. Final grading;
2. Roads;
3. Curbing;
4. Sidewalks, bicycle or other pedestrian path;
5. Utilities;
6. Building location;
7. Driveways and parking lots;
8. Stormwater management facilities, including as-built topographic contours and volume calculations;
9. Walls and fences; and
10. Other structures deemed pertinent by the Township Engineer.

Three (3) sets of record prints shall be furnished; two (2) to the Administrative Officer and one (1) to the Township Engineer. "As-built" plans shall be signed and sealed by a Professional Engineer or Land Surveyor, as the case may be, of the State of New Jersey.

F. Reduction of Performance Guarantee or Rejection Thereof.

1. Upon substantial completion of all required appurtenant utility improvements, and the connection of same to the public system, the obligor may notify the governing body in writing, by certified mail addressed in care of the municipal clerk of the completion or substantial completion of improvements and shall send a copy thereof to the Township Engineer. Thereupon the Township Engineer shall inspect all improvements of which such notice shall file a detailed report, in writing, with the governing body, indicating either approval, partial approval or rejection of such improvements with a statement of reasons for any rejection. The cost of the improvements as approved or rejected shall be set forth.

2. The Township Engineer shall certify the amount to be reduced, if any, as follows:

   a. An estimate of value of all work covered by guarantees that was completed and accepted will be made, and multiplied by one hundred twenty percent (120%).

b. The amount of the previous reductions shall be subtracted.

c. The remainder shall be the amount to be reduced. However, this amount shall not be reduced below thirty (30%) of the amount of the original guarantees.

d. The Safety and Stabilization Guarantee shall be reduced by the same percentage as the performance guarantee is being reduced at the time of each performance guarantee reduction.

3. The Township Engineer shall forward copies of his report to the governing body, Township Solicitor, and the developer.

4. The governing body shall either approve, partially approve, or reject the improvements on the basis of the report of the Township Engineer, and shall notify the obligor in writing, of the contents of said report and the action of said approving authority in relation thereto, not later than sixty-five (65) days after receipt of the notice from the developer of the completion of the improvements. Where partial approval is granted, the developer shall be released form all liability pursuant to its performance guarantee, except for that portion adequately sufficient to secure a provision of the improvements not yet approved, provided that thirty percent (30%) of the amount of the performance guarantee posted may be retained to insure completion of all improvements. Providing a request is made for a reduction in conformity with this ordinance, failure of the governing body to send or provide such notification to the obligor within 65 days shall be deemed to constitute approval of the improvements, and the developer of surety, shall be released form all liability pursuant to such performance guarantee for such improvements.

5. If any portion of the required improvements are rejected, the Township Engineer and such other individuals as designated by the Mayor, shall prepare a "punch list" of the items remaining to be completed, whether they are newly created as a result of construction practices. A new estimate for the cost of completing items rejected and the balance of all other improvements shall be prepared. The performance guarantee shall not be reduced below the estimate of the amount deemed necessary to complete the items as identified on the "punch lists", and if the performance guarantee balance is below said amount, an additional performance guarantee shall be posted in the amount of the new estimate. Unless otherwise recommended by the Township Engineer, the developer shall have one hundred and twenty days (120) to reduce the "Punch List" to a condition suitable for a final inspection, at which time the same procedure of notification as set forth above for reduction shall be followed.

I. Acceptance of Publicly Dedicated Streets.

1. The Governing Body shall consider dedication of a street to the public by resolution upon receipt of the following:

a. Submission of a complete application for a publicly dedicated street upon forms provided by the Township Clerk.

b. A report from the Township Engineer recommending release of the performance guarantee.

c. An "as-built" plan as per §905.E, As-Built Plans.

d. A "Deed of Dedication," of the parcel acceptable to the Township Solicitor and in a recordable form including the following minimum requirements:

i. A metes and bounds legal description of the right-of-way to be dedicated prepared by a New Jersey Licensed Land Surveyor.

J. Acceptance of Street Lighting on Publicly Dedicated Streets.

1. The Township shall accept responsibility for the costs of street lighting on publicly dedicated streets within thirty (30) days upon written notice when the following conditions have been fulfilled by the developer:

   a. The street lights have been connected to a public utility;
   b. The street lights have been installed and accepted for service by the public utility; and
   c. Certificates of occupancy have been issued for at least fifty percent (50%) of the dwelling units and fifty percent (50%) of the floor area of the non-residential uses by section or phase of development.

2. Compliance by the municipality with the provisions of this subsection shall not be deemed to constitute acceptance of the street by the Township.

K. Penalties.

1. In addition to the penalties for violation of this Ordinance as set forth in §1103 of this Ordinance, the Township Engineer is specifically authorized to require the replacement and reconstruction of any construction, including clearing, of any land, buildings, structures, site improvements (whether on-site or off-site) or other work commenced or continued on any site for which an approval is required pursuant to this Ordinance in violation of any stop construction order pursuant to §905.C ; the conditions as set forth in §905.A; or the standards for construction as established by the Township.

SECTION 7. All ordinances and provisions thereof inconsistent with the provisions of this ordinance shall be and are hereby repealed to the extent of such inconsistency.

SECTION 8. If any section, subsection or part, clause or phrase of this Ordinance shall be declared invalid by judgement of any court of competent jurisdiction, such section, subsection, part, clause or phrase shall be deemed to be severable from the remainder of the ordinance.

SECTION 9. This Ordinance shall take effect immediately after final passage and publication as required by law.

Introduced: April 8, 2019

Adopted:

President of Council
Orlando Mercado

ATTEST:

Township Clerk, RMC
Nancy Power

Mayor
David Mayer

O-19-06

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

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

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

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

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

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

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

"SENIOR/VETERANS MID-RISE DESIGN STANDARDS

All Phase 1 redevelopment area senior/veterans mid-rise residential development shall comply with the following requirements:"

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

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

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

Introduced: April 8, 2019
Adopted:

President of Council
Orlando Mercado

ATTEST:

Township Clerk, RMC
Nancy Power

Mayor
David Mayer

0-19-07

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

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

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

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

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

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

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

WHEREAS, the Settlement Agreement of Litigation also requires the Township to cooperate with the Planning Board to consider a revision of the Blackwood West Redevelopment Plan for the subject property to allow for the construction of one hundred (100) affordable rental units reserved for family low and moderate income households as such households are defined by the COAH regulations; and

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

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

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

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

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

"i. EXCEPTION:

(1) Municipal Tax Block 10801, Lots 6 and 10 and Block 10899, Lots 1, 2 and 3 to require one hundred (100) affordable rental units reserved for family low and moderate income households as such households are defined by the COAH regulations as per a Settlement Agreement of Litigation with Hill Creek, LLC (Docket No.: L-2428-08)

a. Thirteen (13) of the affordable units will be very low income units in accordance with P.L. 2008, c. 46."

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

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

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

Introduced: April 8, 2019

Adopted:

President of Council
Orlando Mercado

ATTEST:

Township Clerk, RMC
Nancy Power

Mayor
David Mayer

O-19-08

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

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

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

Section 1. Monitoring and Reporting Requirements

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

1. Beginning on June 8, 2019, and on every anniversary of that date through June 8, 2025, the Township shall provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

2. Beginning on June 8, 2019, and on every anniversary of that date through June 8, 2025, the Township shall provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.

3. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.

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

Section 2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Applicability

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Township of Gloucester pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.

2. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units, and also including projects funded with Low Income Housing Tax Credits.

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

Section 4. Alternative Living Arrangements

1. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:

   a. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;

   b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).

2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30 year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.

3. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

Section 5. Phasing Schedule for Inclusionary Zoning

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

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

Section 6. New Construction

1. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

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

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.

c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

2) At least 30 percent of all low- and moderate-income units shall be two bedroom units;

3) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and

4) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7 and the following:

b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

1) An adaptable toilet and bathing facility on the first floor; and

2) An adaptable kitchen on the first floor; and

3) An interior accessible route of travel on the first floor; and

4) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

5) If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and

6) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that Gloucester Township has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

b) To this end, the builder of restricted units shall deposit funds within the Gloucester Township's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

b) The funds deposited under paragraph 6)b) above shall be used by the Township of Gloucester or the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of Gloucester for the conversion of adaptable to accessible entrances.

e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township Treasurer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.

f) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7.

3. Design:

a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

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

4. Maximum Rents and Sales Prices:

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

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

2) The income limits are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the fiscal year 2017, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

3) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3) shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

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

(a) The resale prices of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region determined pursuant to the above methodology. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

(b) The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.

e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:

1) A studio shall be affordable to a one-person household;

2) A one-bedroom unit shall be affordable to a one and one-half person household;

3) A two-bedroom unit shall be affordable to a three-person household;

4) A three-bedroom unit shall be affordable to a four and one-half person household; and

5) A four-bedroom unit shall be affordable to a six-person household.

f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:

1) A studio shall be affordable to a one-person household;

2) A one-bedroom unit shall be affordable to a one and one-half person household; and

3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

i. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.

j. The rents of very low, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

Section 7. Utilities

1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.

2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

Section 8. Occupancy Standards

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

1. Provide an occupant for each bedroom;

2. Provide children of different sexes with separate bedrooms;

3. Provide separate bedrooms for parents and children; and

4. Prevent more than two persons from occupying a single bedroom.

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

1. Control periods for newly constructed restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, except as modified by the terms of the settlement agreement between the Township of Gloucester and Fair Share Housing Center (FSHC), as said settlement agreement may be further amended and supplemented, and each newly constructed restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least fifty (50) years, until Gloucester Township takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, except as modified by the terms of the settlement agreement between the Township of Gloucester and Fair Share Housing Center (FSHC), as said settlement agreement may be further amended and supplemented.

2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

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

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

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.

4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of approved capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

Section 11. Buyer Income Eligibility

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Township Council, and subject to the Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.

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

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

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.

2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 13. Capital Improvements To Ownership Units

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.

2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

Section 14. Control Periods for Restricted Rental Units

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

2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Camden. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:

   a. Sublease or assignment of the lease of the unit;

   b. Sale or other voluntary transfer of the ownership of the unit; or

   c. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

Section 15. Rent Restrictions for Rental Units; Leases

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

Section 16. 100% Affordable Projects

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

Section 17. Tenant Income Eligibility

1. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

   a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.

   b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.

   c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.

2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

   a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

   b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

   c. The household is currently in substandard or overcrowded living conditions;

   d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

   e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

Section 18. Municipal Housing Liaison

1. Section 18 of this ordinance creates the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Gloucester Township, including the following responsibilities which may not be contracted out to the Administrative Agent:

   a. Serving as Gloucester Township's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

   b. Monitoring the status of all restricted units in Gloucester Township's Fair Share Plan;

   c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;

   d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and

   e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.

2. The Township of Gloucester shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Township's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Township's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). Gloucester Township shall adopt a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

3. Subject to the approval of the Court, the Township of Gloucester shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Township in accordance with this Ordinance. An Operating Manual for each affordable housing program shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Court. The Operating Manual(s) shall be available for public inspection in the office of the Township Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s). The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

Section 19. Administrative Agent

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

1. Affirmative Marketing:

   a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Township of Gloucester and the provisions of N.J.A.C. 5:80-26.15; and

   b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

2. Household Certification:

   a. Soliciting, scheduling, conducting and following up on interviews with interested households;

   b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;

   c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;

   d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

   e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;

f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Township of Gloucester when referring households for certification to affordable units; and

g. Notifying the following entities of the availability of affordable housing units in the Township of Gloucester: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Camden County and Southern Burlington County Branches of the NAACP, the Supportive Housing Association of New Jersey, and the New Jersey Housing Resource Center.

3. Affordability Controls:

a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;

b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;

c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Camden County Register of Deeds or Camden County Clerk's office after the termination of the affordability controls for each restricted unit;

d. Communicating with lenders regarding foreclosures; and

e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.

4. Resales and Rerentals:

a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or rerental; and

b. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.

5. Processing Requests from Unit Owners:

a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;

b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;

c. Notifying the municipality of an owner's intent to sell a restricted unit; and

d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;

b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;

c. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;

d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;

e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and

f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Township Council and the Court, setting forth procedures for administering the affordability controls.

7. Additional Responsibilities:

a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.

b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.

c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

Section 20. Affirmative Marketing Requirements

1. The Township of Gloucester shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 5 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 5, comprised of Gloucester, Burlington, and Camden Counties.

4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the Township of Gloucester shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.

7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.

8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

9. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in Gloucester Township, and copies of the application forms, to the following entities: Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Camden County and Southern Burlington County Branches of the NAACP, the Supportive Housing Association of New Jersey, and the New Jersey Housing Resource Center.

10. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner.

Section 21. Enforcement of Affordable Housing Regulations

1. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

   a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

      1) A fine of not more than $500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;

      2) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Gloucester Affordable Housing Trust Fund of the gross amount of rent illegally collected;

3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.

b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.

1) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.

2) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

3) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

5) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

6) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 22. Appeals

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

REPEALER

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

SEVERABILITY

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

EFFECTIVE DATE

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

Introduced: April 8, 2019

Adopted:

_____
President of Council
Orlando Mercado

ATTEST:

_____
Township Clerk, RMC
Nancy Power

_____
Mayor
David Mayer

I hereby certify the foregoing to be a true copy of an Ordinance adopted by the Mayor and Council at a meeting held on _____, _20__.

_____
Township Clerk, RMC
Nancy Power

NOTICE

NOTICE IS HEREBY GIVEN, that the above Ordinance was introduced and passed on first reading at the Regular Business Meeting of the Governing Body of the Township of Gloucester held in the Municipal Building on the _____ day of_____, 2019, and the same shall come up for public hearing at the Regular Business Meeting of the Governing Body to be held on the ___ day of _____, 2019, at ____ P.M., at which times any persons interested shall be given the opportunity to be heard concerning said Ordinance. Following the public hearing, said Ordinance shall be considered for final adoption.

_____

Nancy Power, R.M.C.
Municipal Clerk

O-19-09

AN ORDINANCE REPEALING AND REPLACING ARTICLE IX, SECTION 902, AFFORDABLE HOUSING FEES AND PROCEDURES OF ORDINANCE O-03-03, LAND DEVELOPMENT OF THE TOWNSHIP OF GLOUCESTER TO PROVIDE FOR THE COLLECTION OF DEVELOPMENT FEES IN SUPPORT OF AFFORDABLE HOUSING AS PERMITTED BY THE NEW JERSEY FAIR HOUSING ACT

Section 1. That Article IX, titled "Fees, Guarantees, Inspections and Off-Tract Improvements, Section 902, titled "Affordable Housing Fees and Procedures" is hereby repealed in its entirety and replaced with the following:

WHEREAS, In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH); and

WHEREAS, pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain and spend non-residential development fees collected in accordance with the approved Spending Plan;

BE IT ORDAINED by the Mayor and Township Council of the Township of Gloucester, Camden County, New Jersey, that Article 9 (IX) 1.2 Section 902 of the Code of the Township of Gloucester is hereby repealed and replaced to include the following provisions regulating the collection and disposition of mandatory development fees to be used in connection with the Township's affordable housing programs, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

1. Purpose

This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing very low, low- and moderate-income housing in accordance with a Court-approved Spending Plan.

2. Basic Requirements

A. This Ordinance shall not be effective until approved by the Court.

B. The Township of Gloucester shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

3. Definitions

The following terms, as used in this Ordinance, shall have the following meanings:

"Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

"COAH" or the "Council" means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

"Development fee" means money paid by a developer for the improvement of property as authorized by Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990) and the Fair Housing Act of 1985, N.J.S.A. 52:27d-301, *et seq.*, and regulated by applicable COAH Rules.

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

"Equalized assessed value" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (C.54:1-35a through C.54:1-35c).

"Green building strategies" means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

4. Residential Development Fees

A. Imposition of Fees

1) Within the Township of Gloucester, all residential developers, except for developers of the types of developments specifically exempted in Section 4.B. below and developers of developments that include affordable housing, shall pay a fee of one and one-half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

2) When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of six percent (6.0%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

1) Affordable housing developments and/or developments where the developer has made a payment in lieu of on-site construction of affordable units, if permitted by Ordinance and approved by the Court as part of its approval of the settlement of litigation in In the Matter of the Application of the Township of Gloucester, Docket No.: [INSERT DOCKET #], shall be exempt from the payment of development fees.

2) Developments that have received preliminary or final site plan approval prior to the adoption of this Ordinance shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a Zoning Permit and/or Construction Permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the Construction Permit is issued.

3) Improvements or additions to existing one and two-family dwellings on individual lots shall not be required to pay a development fee, but a development fee shall be charged for any new dwelling constructed as a replacement for a previously existing dwelling on the same lot that was or will be demolished, unless the owner resided in the previous dwelling for a period of one year or more prior to obtaining a demolition permit. Where a development fee is charged for a replacement dwelling, the development fee shall be calculated on the increase in the equalized assessed value of the new structure as compared to the previous structure.

4) Homes replaced as a result of a natural disaster (such as a fire or flood) shall be exempt from the payment of a development fee.

5. Non-Residential Development Fees

A. Imposition of Fees

1) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half percent (2.5%) of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

2) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half percent (2.5%) of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.

2) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.

4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

5) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Township of Gloucester as a lien against the real property of the owner.

6. Collection Procedures

A. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.

B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/ Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The Construction Official responsible for the issuance of a Construction Permit shall notify the Township Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

D. Within 90 days of receipt of such notification, the Township Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.

E. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Township Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.

F. Within 10 business days of a request for the scheduling of a final inspection, the Township Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

G. Should the Township of Gloucester fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

H. Except as provided in Section 5.A.3) hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.

I. Appeal of Development Fees

1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Township of Gloucester. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the Township of Gloucester. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing Trust Fund

A. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Township of Gloucester for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

1) Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Township of Gloucester;

2) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;

3) Rental income from municipally operated units;

4) Repayments from affordable housing program loans;

5) Recapture funds;

6) Proceeds from the sale of affordable units; and

7) Any other funds collected in connection with Gloucester's affordable housing program.

C. In the event of a failure by the Township of Gloucester to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Township of Gloucester, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.

D. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

8. Use of Funds

A. The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Township of Gloucester's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

B. Funds shall not be expended to reimburse the Township of Gloucester for past housing activities.

C. At least 30 percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of the median income for Housing Region 5, in which Gloucester is located.

1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

2) Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The specific programs to be used for very low income affordability assistance shall be identified and described within the Spending Plan.

3) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Township of Gloucester, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The Township of Gloucester may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.

E. No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

1) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the 20 percent of collected development fees that may be expended on administration.

2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the Court are not eligible uses of the Affordable Housing Trust Fund.

9. Monitoring

The Township of Gloucester shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Township), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Township owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Gloucester's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

10. Ongoing Collection of Fees

A. The ability for the Township of Gloucester to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its Judgment of Compliance unless the Township of Gloucester has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.

B. If the Township of Gloucester fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

C. The Township of Gloucester shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance, nor shall the Township of Gloucester retroactively impose a development fee on such a development. The Township of Gloucester also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance.

REPEALER

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

SEVERABILITY

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

EFFECTIVE DATE

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

ATTEST:

_____
President of Council
Orlando Mercado

_____
Township Clerk, RMC
Nancy Power

_____
Mayor
David Mayer

I hereby certify the foregoing to be a true copy of an Ordinance adopted by the Mayor and Township Council at a meeting held on _____, 20__.

_____
Nancy Power, R.M.C.
Municipal Clerk

NOTICE

NOTICE IS HEREBY GIVEN, that the above Ordinance was introduced and passed on first reading at the Regular Business Meeting of the Governing Body of the Township of Gloucester held in the Municipal Building on the ___ day of _____. 20__, and the same shall come up for public hearing at the Regular Business Meeting of the Governing Body to be held on the ___ day of _____, 20__, at ____ P.M., at which times any persons interested shall be given the opportunity to be heard concerning said Ordinance. Following the public hearing, said Ordinance shall be considered for final adoption.

_____
Nancy Power, R.M.C.
Municipal Clerk