

FAIR SHARE HOUSING CENTER

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1150 Haddon Avenue
Suite 210
Collingswood, New Jersey 08108

**Re: In the Matter of the Application of the Township of Galloway, Docket
No. ATL-L-1442-15**

Dear Ms. Simone:

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

This Settlement Agreement is subject to review and approval by the Court following a duly-noticed fairness hearing and, if approved, shall supersede and replace in its entirety the December 18, 2017, Settlement Agreement between Galloway and FSHC, which is attached hereto as **Exhibit A**, and was previously approved by the Court following a duly-noticed fairness hearing.

Background

In accordance with Mount Laurel IV, on June 22, 2015, Galloway filed a complaint seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq.

Through the declaratory judgment process, the Township and FSHC agreed, in December 2017, to settle the litigation and to present an agreement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it ends delays and the expense of trial and results more quickly in the construction of homes for very- low-, low- and moderate-income households.

This Amended Settlement Agreement was necessitated by several updates and changes to Galloway's Compliance Plan following a Mid-Point review. These changes include removing the Blue Heron Pines project, substituting the Nantucket site for the Smithville project, rearranging several credits between Prior Round and the Third Round, adding the Wrangleboro Road 100% affordable project, the Trochi Project, as well as additional special needs projects, and replacing two (2) of the Bayview Cottage projects.

This Settlement Agreement supersedes all prior writings between the parties, including the December 2017 Settlement Agreement and once implemented, will create a realistic opportunity for the construction of a substantial number of new affordable homes for very-low-, low-, and moderate-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

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

Rehabilitation Share (per Kinsey Report ¹)	180
Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93</u>)	328
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	884

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Township will continue to address the 180-unit present need, or rehabilitation share, through the Atlantic County Improvement Authority rehab program. However, in addition, the Township will establish its own program and effective marketing to encourage application to and engagement in the rehabilitation process. This is sufficient to satisfy the Township's present need obligation of 180 units.
6. As noted above, the Township has a total Prior Round Obligation and Third Round Obligation of 1,212 units, which the Township proposes to satisfy through a mixture of special needs housing, credits without controls, existing and proposed municipal sponsored 100% affordable housing, existing market-to-rental housing and existing and

¹ David N. Kinsey, PHD, FAICP, New Jersey Low- and Moderate-Income Housing Obligations For 1999-2025 Calculated Using The NJ COAH Prior Round (1987-1999) Methodology, July 2016, and Gap Present Need, April 2017.

proposed inclusionary development. The Township proposed to satisfy its 328 unit Prior Round Obligation through the compliance mechanisms listed in the following table:

Table 1: Prior Round Compliance

Development	Special Needs	Family-Rental	Senior	Units	Bonus Credits	Total Credits	Notes
Credits without Controls				60	0	60	
ARC of Atlantic County – 371 Odessa	3			3	3	6	
Bayview Cottage III	3			3	3	6	
Hansen House - Men	10			10	10	20	
Habitat for Humanity sites				5		5	100% affordable
Aloe Village			68	68		68	100% affordable
Mary's Manor – 122 S. Odesa			4	4		4	100% affordable
Countryside Meadows			10	10		10	100% affordable
Society Hill Galloway				40		40	Inclusionary Development
Wrangleboro Road (41 of 198)		41		41	41	82	100% affordable
Nantucket (Smithville PUD)		7		7		7	Inclusionary Development
Seashore Elder Living – Supportive Needs	10			10	10	20	
Total	26	48	82	261	67	328	

The Township has implemented or will implement the following mechanisms to address its Third-Round prospective need of 884 units:

Table II: Third Round Compliance

Development	Special Needs	Family Rental	Senior	Units	Bonus Credits	Total Credits	Notes
ARC of Atlantic County – 527 Tenth Ave	4			4	4	8	
ARC of Atlantic County II – 527A Tenth Ave	4			4	4	8	
ARC of Atlantic County III – 529 Tenth Ave	4			4	4	8	
ARC of Atlantic County – 527 Forest Brook	3			3	3	6	
Career Opportunity Dev Inc I – 106 W. Jimmie Leeds Road	3			3	3	6	
Career Opportunity Dev Inc II – 233 W. White Horse Pike	5			5	5	10	
Caring Inc I (Block 1164, Lot 37.06)	4			4	4	8	
Caring Inc II (Block 939, Lot 13)	4			4	4	8	
Caring Inc III (Block 979, Lot 7)	4			4	4	8	
Caring Inc IV (Block 997.02, Lot 19.02)	6			6	6	12	
Caring - 611 A Sixth Avenue	5			5	5	10	
Collaborative Support Programs	3			3	3	6	

Community Options Inc	3			3	3	6	
Development Resource Center	4			4	4	8	
Hansen House Women	10			10	10	20	
BANR Supportive Needs (formerly Bayview Cottage II)	7			7		7	
BANR Mixed Use		6		6		6	
Society Hill Galloway		17		17		17	Inclusionary Development
CIS Heron Pines/Heritage Village			99	99		99	100% Affordable
Seashore Housing – Independent Living			46	46		46	100% Affordable
Countryside Meadows/Presbyterian Homes (74 of 84)			74	74		74	100% Affordable
Aloe Village			1	1		1	100% Affordable
Habitat for Humanity Holly Ave (Block 786, Lots 5.02 and 5.03)		2		2		2	100% Affordable
Wrangleboro Road (157 of 198)		157		157	148	305	100% Affordable
Nantucket (Smithville PUD) (23 of 30)		23		23		23	Inclusionary Development
Trochi		14		14		14	
Pinelands Inclusionary Zoning		169		169		169	Inclusionary Development
Society Hill Galloway/Ruskin		7		7	7	14	
Total	73	395	220	688	221	909	

7. The Township agrees to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:

The Nantucket project – This site is located on Block 460, Lots 1-3; Block 461, Lots 1, 2, 3, 4, 5, 6, 6.01, 6.02., 6.03, 6.04, 6.05, & 6.06; and was a part of the Township's original compliance plan as a residential development. commercial development with 150 residential units a 20% set-aside, or 30 units, of affordable family rentals. Redevelopment Agreement has been executed that will result in the construction of a commercial development with 150 residential units and a 20% set-aside, or 30 units of affordable family rentals. The Township has adopted Resolution #115-15 designating the property as a Non-Condemnation Redevelopment Area and Ordinance #2065-2021 adopting a Redevelopment Plan for the Redevelopment Area. The Township agrees to enforce Section 233-94.C(2) of the Township Code, which requires newly constructed affordable units to be integrated with market rate units pursuant to the regulations of the Council on Affordable Housing.

The Pinelands Zoning reflects a portion of the unbuilt units in the Township's R and R1 zones in the Regional Growth Area not including the Blue Heron Pines site. The Township already has in place an ordinance requiring 20% of all new development in these zones to be affordable. It will continue to enforce this ordinance through at least July 1, 2025 so that these zones provide a realistic opportunity for the units reflected above.

Trochi Project – This is a project proposed on a 14.2 acre site located on Block 918, Lt 1 and Block 923, Lot 1.01. The property was designated as a Non-Condemnation Redevelopment Area pursuant to Resolution #215-18 and a Redevelopment Plan was adopted for this property by Ordinance #2039-2020, which authorized the construction of a 2-story, 40,000 square foot commercial structure and a 48-unit apartment complex with a 15% affordable housing set aside which would have yielded at least 7 affordable units. The property owner has recently approached the Township about revising the Redevelopment Plan to allow construction of a 3-story mixed-use building consisting of 10,000 square feet of commercial space and approximately 44 apartment units (also subject to the 15% set aside) instead of the 2 story commercial structure. The Project, as revised will yield 14 affordable units. The Township is currently in the process of negotiating a Redevelopment Agreement with the property owner, and will revise the Redevelopment Plan to permit the revised project as an additional overlay option. It is anticipated that this site will yield 7 to 14 affordable units.

BANR Inclusionary – A property investment group has recently acquired the Bayview Cottage I Property located at 613 South New York Road (Block 1007.03, Lot 38) and an adjacent property located at 611 South New York Road. Currently, the Bayview Cottage 1 Property contains a deed restriction limiting its use to affordable housing. The property investment group is seeking to construct a 20 unit apartment complex consisting of 14 market rate units and 6 affordable housing units on both properties. The Township is currently in the process of negotiating a Redevelopment Agreement with the property owner, and will revise the Redevelopment Plan to permit the revised project as an additional overlay option. It is anticipated that this site will yield 7 to 14 affordable units.

8. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

Wrangleboro Road – This project, located on Block 988.01, Lots 38-41; Block 988.12, Lots 33-36 & 42; Block 988.13, Lot 37; Block 988.14, Lot 42; Block 988.15, Lot 43; Block 989, Lot 1; Block 990, Lot 1; Block 991, Lot 1; Block 992, Lot 1; Block 993, Lot 1; Block 994, Lots 1 & 2; Block 995, Lot 1. Walters Group will construct a 198 Affordable Housing Site. There are existing wetlands on the property, though all development is proposed on the upland portion of the site. Due to the wetlands on the tract, the net density is 6 dwelling units per acre. The Township adopted an Amendment to the Redevelopment Plan on December 13, 2022 by way of Ordinance 2096-2022 and will enter into a Redevelopment Agreement with the Walters Group, or its affiliate, by March 17, 2023. The anticipate schedule for undertaking the project is attached hereto as **Exhibit B**.

Habitat for Humanity – Holly Avenue – anticipated to create 2 family units.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township will describe further in their fair share plan how they meet this obligation as to the Wrangleboro Road and Habitat for Humanity – Holly Avenue sites.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. Township will describe further in their fair share plan how they meet this obligation as to the Wrangleboro Road and Habitat for Humanity – Holly Avenue sites.

9. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low-income units for households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA"), with half of the very low-income units being available to families. The proposed inclusionary zoning sites will require a 13% set aside for very low-income units. The municipality will comply with those requirements as follows:

Table 4: Sites Constructed after July 1, 2008

Site	Total Affordable Units	Very Low-income units (13%)
Nantucket (Smithville PUD)	30	4
Wrangleboro Road	198	26
Pinelands Inclusionary Zoning	169	22
Seashore Housing Independent Living	46	0
CIS Heron/Heritage Village	99	11
Trochi	14	2
BANR Inclusionary	6	1
BANR Supportive Needs (formerly Bayview Cottage II)	7	7
Society Hill/Ruskin	7	3
Caring Inc IV (Block 997.02, Lot 19.02)	6	1
ARC of Atlantic County - 527 Tenth, 527A Tenth and 529 Tenth	12	0
TOTAL	594	77

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

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
- c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
- d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
- e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation in the prior round or the third round for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
- f. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

11. In all developments that produce affordable housing constructed after or granted preliminary or final site plan approval prior to July 1, 2008, the Township agrees that the following terms shall apply:

- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of median income pursuant to the Fair Housing Act and special needs housing units are not required to comply with the bedroom distribution requirements. Where compliance with the 13% requirement overall results in more than 13% of the total apartment units within the Project being Very Low Income Units, the strict compliance with this obligation will not be required so long as: (1) at least 13% of the total apartments within the Project are Very Low Income Units; (2) at least 10% of the total number of bedrooms within each bedroom type are Very Low Income Units; and (3) the number of Very Low Income Units within each bedroom type is as close to 13% as possible.
- b. All of the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the Township, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. If the Township acts to release the unit from such controls, affordability controls shall remain in effect until the date on which a rental unit shall become vacant due the voluntary departure of the income-eligible occupant household in accordance with N.J.A.C. 5:80-26.11(b).
- c. In inclusionary developments, the affordable units shall be integrated with the market-rate units, and the affordable units shall not be concentrated in separate building(s) or in separate(s) or floor(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.
- d. Construction of the affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
- e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified in this agreement, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.

12. The Township and/or its Administrative Agent shall add the following entities to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5):

- a. Fair Share Housing Center, Inc. (510 Park Boulevard, Cherry Hill, New Jersey 08002); the New Jersey State Conference of the NAACP, the Latino Action Network, the Mainland/Pleasantville, Mizpah, Atlantic City, and Cape May County Branches of the NAACP, and Supportive Housing Association and other appropriate non-profits and Civil Rights organizations that request to be notified of available units, and shall, as part of its regional affirmative marketing strategies during its implementation of any affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units, along with copies of application forms. The Township also agrees to require any other entities, including developers, persons or companies retained to do affirmative marketing, to comply with these notice requirements.
- b. As part of its regional affirmative marketing strategies during implementation of its fair share plan, the Township and/or its Administrative Agent shall also provide notice of all available affordable housing units to the above-reference organizations and shall ensure all affordable units are posted on the New Jersey Housing Resource Center website in accordance with applicable law.

13. All units constructed after or granted preliminary or final site plan approval prior to July 1, 2008, shall be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 6) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low-income unit for a household of four

shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- b. The regional income limits The Regional Income Limits set forth in attached hereto as **Exhibit C** attached hereto are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2022 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. The Township may utilize such tables as prepared by the Affordable Housing Professionals of New Jersey, unless Fair Share Housing Center has notified the Township that this organization no longer utilizes the processes and procedures contained herein in calculating the Regional Income Limits.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The Regional Asset Limit set forth in **Exhibit C** attached hereto are the result of applying the formula set forth in paragraph (c) above. In lieu of applying the percentages set forth in paragraph (c) above, the Township may utilize such tables as prepared by the Affordable Housing Professionals of New Jersey, unless Fair Share Housing Center has notified the Township that this organization no longer utilizes the processes and procedures contained herein in calculating the Regional Asset Limits.
 - e. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
14. The Parties acknowledge and agree that on August 14, 2018, the Township previously adopted Ordinance #1993-2018 all in conformance with the terms of this Agreement. The Parties acknowledge and agree that no further amendments to the Township's Affordable Housing Ordinance are necessary. As an essential term of this Amended Settlement Agreement, within ninety (90) days of Court's approval of this Agreement, the Township shall adopt an amended Housing Element and Fair Share Plan in conformance with the terms of this Agreement.
15. Upon full execution of this Agreement, Galloway shall notify the Court so that a Fairness Hearing and Final Compliance Hearing shall be scheduled to approve the Agreement and review the Township's Compliance package. The Final Compliance Hearing may be separate from the Fairness Hearing.
16. The parties agree that if a decision of a court of competent jurisdiction in Atlantic County, or a determination by an administrative agency responsible for implementing the Fair

Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any one hundred percent (100%) affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

17. The Township prepared and adopted a Spending Plan on May 8, 2018 by way of Resolution #151-18. The Parties acknowledge and agree that this Spending Plan was previously approved by the Court pursuant to the prior Settlement Agreement dated December 12, 2017. Nothing in this Settlement Agreement is intended to affect the validity of the prior approval granted to the Spending Plan and the Township shall be entitled to continue to collect and expend funds in accordance with the approved Spending Plan, except that the Parties acknowledge and agree that the Spending Plan may be amended by the Township pursuant to N.J.A.C. 5:97-8.11(a), for both new construction projects and affordability assistance. The Parties agree that all amendments to the Spending Plan that conform with N.J.A.C. 5:97-8.11(a) and other applicable law may be accomplished by adoption of a Resolution by the Governing Body and entry of a Consent Order approving the same. The Parties specifically agree that the Township may immediately adopt an amendment to the Spending Plan to authorize spending for the Wrangleboro Road Project for both new construction and affordability assistance, and to authorize spending for affordability assistance to the BANR Supportive Needs Project to satisfy the Township's very low income unit requirements, which may be accomplished by adoption of a Resolution by the Governing Body and entry of a Consent Order approving the same. Any subsequent amendments to the Spending Plan that conform with N.J.A.C. 5:97-8.11(a) and other applicable law may be accomplished by adoption of a Resolution by the Governing Body and entry of a Consent Order approving the same. The parties agree to ask the court to enter an order providing that expenditure of funds contemplated under the amended Spending Plan consistent with this Agreement constitute "Commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and 329.3, with the expenditure period beginning to run from the date of entry of a Consent Order. On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to

Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

18. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. The Parties agree that the form attached hereto as **Exhibit D** is an approved form for this purpose.
19. For the review of very low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of execution of this Agreement and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low-income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low-income housing obligation under the terms of this settlement.
20. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
21. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner and/or planning consultant as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
22. In light of the additional time and resources expended since then by FSHC, including to review compliance documents, negotiate and enter into this amended agreement, and to conduct an additional fairness and compliance hearing, the Township agrees to pay FSHC's additional attorney's fees and costs of (ten thousand dollars) \$10,000.00 to be used at the discretion of FSHC for the provision of affordable housing opportunities/assistance within sixty (60) days after entry Court of an Order approving this Agreement pursuant to a duly-noticed fairness hearing. The Parties agree that neither

shall request or otherwise make a claim against the other for payment or reimbursement of any legal fees and/or costs incurred in connection with the within Declaratory Judgment Action and/or any related actions or proceedings other than as stated below in paragraph 24.

23. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and, unless a stay is ordered, to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
24. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Atlantic County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
25. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
26. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
27. This Agreement may not be modified, amended, or altered in any way except by a writing signed by each of the Parties.
28. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
29. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
30. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
31. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or

in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

32. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
33. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
34. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
35. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

Chris Johansen, Township Manager
Galloway Township Municipal Building
300 East Jimmie Leeds Road
Galloway, New Jersey 08205
Telecopier: (609) 652-1967
Email: manager@gtnj.org

OR CURRENT TOWNSHIP MANAGER

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

Kelli Danielli, Township Clerk
Galloway Township Municipal Building
300 East Jimmie Leeds Road
Galloway, New Jersey 08205
Telecopier:
Email: kdanielli@gtnj.org

OR CURRENT TOWNSHIP CLERK

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

Marc J. Nehmad, Esq.
1200 W. Mill Road, Suite B
P.O. Box 302
Northfield, NJ 08225
Telecopier: (609) 677-8143
Email: marc@nehmadlaw.com
OR CURRENT TOWNSHIP SOLICITOR

**WITH A COPY TO THE
TOWNSHIP REDEVELOPMENT
COUNSEL:**

M. James Maley,
Maley Givens, P.C.
1150 Haddon Avenue, Suite 210
Collingswood, New Jersey 08108
Telecopier: (856) 858-2944
Email: jmaley@maleygivens.com

OR CURRENT TOWNSHIP REDEVELOPMENT COUNSEL

Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Township of Gallatin with the authorization
of the governing body:



Mayor

Dated: 3/28/23

EXHIBIT “A”



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

December 12, 2017

Michael J. Fitzgerald
Fitzgerald McGroarty
747 Shore Road
Linwood, New Jersey 08221

#327-17 - BKUP

Re: In the Matter of the Application of the Township of Galloway, County of Atlantic, Docket No. ATL-L-1442-15

Dear Mr. Fitzgerald:

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

Background

Galloway filed the above-captioned matter on June 22, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

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

Rehabilitation Share (per Kinsey Report ¹)	180
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	328
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	884

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. The Township's efforts to meet its present need include the following: the Township of Galloway works with the Atlantic County Improvement Authority to rehabilitate properties, and will continue to do so through 2025. Given the estimated rehabilitation obligation the Township will amend their spending plan to include a revolving loan program from money in the Housing Trust Fund for existing units meeting the rehabilitation criteria. This is sufficient to satisfy the Township's present need obligation of 180 units.
6. As noted above, the Township has a Prior Round prospective need of 328 units, which is met through the following compliance mechanisms:

Development	Special Needs	Family	Senior	Units	Bonus Credits	Total Credits
Prior Round Compliance with 328 Unit Fair Share						
Credits without Controls		60		60		60
Aloe Village			67	67		67
ARC of Atlantic County - 371 Odessa Avenue	3			3	3	6
Alternative Living Arrangements	64			64	64	128
ARC of Atlantic County II	4			4	4	8
ARC of Atlantic County III	4			4	4	8
Career Opportunity Development Inc I	3			3	3	6
Career Opportunity Development Inc II	5			5	5	10
Community Options, Inc.	3			3	3	6
Caring, Inc. I	4			4	4	8
Caring, Inc II	6			6	6	12
Caring, Inc III	4			4	4	8
Development Resource Center	4			4	4	8
Collaborative Support Programs	3			3	5	6
Hansen House	5			5	5	10
Bayview Cottage 1	7			7	7	14

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, July 2016, and Gap Present Need, April 2017.

Bayview Cottage 2	7			7	7	14
Bayview Cottage 3	3			3	3	6
Existing Units		57		57	0	57
Society Hill Galloway/Wrangleboro Estates		57		57		57
Proposed Zoning - Smithville PUD		10		10		10
Total	67	127	67	261	67	328

7. The Township has implemented or will implement the following mechanisms to address its Third Round prospective need of 884 units:

Third Round Obligation = 884	Special Needs	Family	Senior	Units	Bonus Credits	Total Credits
Surplus Credits - Round 2			74	74		74
Countryside Meadows/Presbyterian Homes			74	74		74
Proposed Zoning - Smithville PUD		50		50		50
Alternative Living Arrangements	27		0	27	24	51
Seashore Gardens Supportive Housing Units	12			12	12	24
Hansen House Men	5			5	2	7
Hansen House Women	10			10	10	20
Existing Units		9	46	55	4	59
Habitat for Humanity Homes		5		5		5
Seashore Gardens Independent Living			46	46		46
Market to Rental Society Hill		4		4	4	8
Proposed Units/Zoning	4	360	100	464	193	657
Habitat for Humanity Homes - Holly Avenue		2		2		2
ARC of Atlantic County	4			4	4	8
CIS Heron Pines			100	100		100
Blue Heron Pines		189		189	189	378
Pinelands 20% Zoning in Regional Growth Area		169		169		169
Total	31	419	220	670	221	891

8. The Township will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:

The Blue Heron Pines site is already the subject of approved zoning and a developers agreement.

The Pinelands Zoning reflects a portion of the unbuilt units in the Township's R and R1 zones in the Regional Growth Area not including the Blue Heron Pines site. The

Township already has in place an ordinance requiring 20% of all new development in these zones to be affordable. It will continue to enforce this ordinance through at least July 1, 2025 so that these zones provide a realistic opportunity for the units reflected above.

The Township fully understands their affordable housing obligation as it relates to the 61 units from the Smithville PUD, which were intended to be provided through a RCA prior to the Legislature's elimination of RCAs as a compliance mechanism. The Township is ultimately responsible for ensuring that the total affordable units constructed include an additional 61 units, in addition to the mechanisms already reflected in the chart above/zoning already in place, to address this obligation. In order to do so, the Township shall demonstrate as part of its Housing Element and Fair Share Plan, with the agreement of FSHC and the Special Master, how it will provide a realistic opportunity for 61 family units through a municipally sponsored project and/or inclusionary zoning to replace the Smithville PUD units.

9. The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning in the following ways:

- **Two additional Habitat for Humanity Homes**
- **Four ARC of Atlantic County Homes**
- **CIS Heron Pines (Awarded NJ HMFA Funding in August 2017)**

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved.

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

The Township will provide additional information on how it is meeting these requirements as part of its Housing Element and Fair Share Plan.

10. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements as follows:

The Township will amend its affordable housing ordinance so that 13% of affordable units in all future rental development in the Township will be required to be very low

income units. The units in Caring Homes and ARC of Atlantic County II and III also help meet the very low income requirement.

11. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Prospective Need in total must be available to families.
 - e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
12. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, and the Mainland/Pleasantville, Mizpah, Atlantic City, and Cape May County Branches of the NAACP and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
13. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

- a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 6) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
 - b. The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 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.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
14. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
15. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Township shall introduce an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.
16. The parties agree that if a decision of a court of competent jurisdiction in Atlantic County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce

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

17. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and - 329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
18. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
19. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such

posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.

- b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
20. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
 21. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Township of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void.
 22. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
 23. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Atlantic County.
 24. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If

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

25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
28. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
29. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
30. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
31. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
32. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
33. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

Fitzgerald McGroarty
747 Shore Road
Linwood, New Jersey 08221

Telecopier: (609) 926-2104
Email: MFitzgerald@FMLNJ.com

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

Kelli Danieli
300 East Jimmie Leeds Road
Galloway, New Jersey 08205

Telecopier: (609) 652-3233
Email: kdanieli@gtmj.org

Please sign below if these terms are acceptable.

Sincerely,



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

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

Dated: _____

TO FSHC:

Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

Michael J. Fitzgerald
Fitzgerald McGroarty
747 Shore Road
Linwood, New Jersey 08221

Telecopier: (609) 926-2104
Email: MFitzgerald@FMLNJ.com

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

Kelli Danieli
300 East Jimmie Leeds Road
Galloway, New Jersey 08205


Telecopier: (609) 652-3233
Email: kdanieli@gtmj.org

Please sign below if these terms are acceptable.

Sincerely,

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

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


Donald Purdy
Mayor


Kelli Danieli, RMC
Township Clerk

Date: 12/12/17

EXHIBIT A: 2017 INCOME LIMITS

an	\$60,271	\$64,576	\$68,882	\$77,492	\$86,102	\$89,546	\$92,990	\$99,878	\$106,766	\$113,655	
rate	\$48,217	\$51,661	\$55,105	\$61,993	\$68,882	\$71,637	\$74,392	\$79,903	\$85,413	\$90,924	
LOW	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,939	\$53,383	\$56,827	1.7%
LOW	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,864	\$27,897	\$29,963	\$32,030	\$34,096	
an	\$65,953	\$70,663	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,293	\$116,830	\$124,368	
rate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,389	\$81,404	\$87,434	\$93,464	\$99,494	
LOW	\$32,976	\$35,332	\$37,687	\$42,398	\$47,109	\$48,993	\$50,878	\$54,646	\$58,415	\$62,184	1.7%
LOW	\$19,786	\$21,199	\$22,612	\$25,439	\$28,265	\$29,396	\$30,527	\$32,788	\$35,049	\$37,310	
an	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128	
rate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302	
LOW	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564	1.7%
LOW	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738	
an	\$66,022	\$70,738	\$75,454	\$84,885	\$94,317	\$98,090	\$101,862	\$109,408	\$116,953	\$124,498	
rate	\$52,817	\$56,590	\$60,363	\$67,908	\$75,454	\$78,472	\$81,490	\$87,526	\$93,562	\$99,599	
LOW	\$33,011	\$35,369	\$37,727	\$42,443	\$47,158	\$49,045	\$50,931	\$54,704	\$58,476	\$62,249	1.7%
LOW	\$19,807	\$21,221	\$22,636	\$25,466	\$28,295	\$29,427	\$30,559	\$32,822	\$35,086	\$37,349	
an	\$58,240	\$62,400	\$66,560	\$74,880	\$83,200	\$86,528	\$89,856	\$96,512	\$103,168	\$109,824	
rate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859	
LOW	\$29,120	\$31,200	\$33,280	\$37,440	\$41,600	\$43,264	\$44,928	\$48,256	\$51,584	\$54,912	1.7%
LOW	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,958	\$26,957	\$28,954	\$30,950	\$32,947	
an	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332	
rate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	
LOW	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166	1.7%
LOW	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900	

Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income. Very low income is 50 percent or less of median income.

calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).
calculating the pricing for rent increases for units as per N.J.A.C. 5:97-9.3. The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 was 1.7%.
All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015. The combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one percent.
or calculating the pricing for resale increases for units as per N.J.A.C. 5:97-9.3. As per 5:97-9.3(b), The price of owner-occupied low and moderate income units in the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the regional purchase price.
developments may increase based on the low income tax credit regulations.
limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.
income limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:97-9.3.

Exhibit D
Project Schedule

EXHIBIT “B”

100% Affordable Project

The following is an anticipated implementation schedule for Galloway Township's Redevelopment Activities. Please note that these are only estimates and subject to change based on various factors influencing the redevelopment process. The Township is in discussions about a potential project with a current developer of affordable housing and may not need to issue an RFB.

Activity	Anticipated Completion Date	Approximate Completion Date
Adoption of Resolution Designating Redevelopment Area	Resolution #307-15 (Borough Wide Rehabilitation) adopted September 27, 2016	9/27/2016
Adoption of a Redevelopment Plan	Ordinance #1952-206 (Borough Wide Redevelopment Plan) adopted December 13, 2016	12/13/2016
Adoption of the Ordinance adopting an Amendment to the Redevelopment Plan	Ordinance # 2096-2022 (Wrangleboro Road Redevelopment Plan) adopted December 13, 2022	12/13/2022
Redeveloper Selection/Execution of Redevelopment Agreement	As soon as possible (anticipated to be within one (1) month)	03/31/2023
Land Assemblage by Township	Now – anticipated to take approximately four (4) months	03/31/2023
Institute Eminent Domain	If needed - within 3 months of completion of bona fide negotiations in accordance with the Eminent Domain Law	03/31/2023
Site Plan Preparation	In accordance with the schedule set forth in the Redevelopment Agreement (anticipated to be within 2 months of execution of the Redevelopment Agreement)	05/31/2023
Land Assemblage by Redeveloper	In accordance with the schedule set forth in the Redevelopment Agreement (simultaneously with Tax Credit Financing)	03/15/2024
Applying for Construction Permits	In accordance with the schedule set forth in the Redevelopment Agreement (anticipated to be within 2 months of receipt of all unappealable governmental approvals or Closing, whichever is later)	05/15/2024
Commencement of Construction	In accordance with the schedule set forth in the Redevelopment Agreement (anticipated to be within 30 days of receipt of Construction Permits)	06/15/2024
Completion of Construction	In accordance with the schedule set forth in the Redevelopment Agreement (anticipated to be within 1 year of Commencement of Construction)	07/15/2025

* All dates set forth above are approximately and subject to change based on factors, including but not limited to pandemic related delays, economic delays, supply chain delays, the needs and schedule of the redeveloper, the calendar of the Court and legal challenges from third parties.

EXHIBIT “C”

2022 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Sales***	Regional Asset Limit****
Region 1	Median	\$80,954	\$86,737	\$92,519	\$104,084	\$115,649	\$120,275	\$124,901	\$134,153	\$143,405	\$152,657			
	Moderate	\$64,764	\$69,390	\$74,016	\$83,267	\$92,519	\$96,220	\$99,921	\$107,323	\$114,724	\$122,126	2.9%	11.13%	\$223,637
	Bergen, Hudson, Passaic and Sussex	\$40,477	\$43,368	\$46,260	\$52,042	\$57,825	\$60,138	\$62,451	\$67,077	\$71,703	\$76,329			
	Low	\$24,286	\$26,021	\$27,756	\$31,225	\$34,695	\$36,083	\$37,470	\$40,246	\$43,022	\$45,797			
Region 2	Median	\$80,634	\$86,394	\$92,154	\$103,673	\$115,192	\$119,800	\$124,407	\$133,623	\$142,838	\$152,053			
	Moderate	\$64,507	\$69,115	\$73,723	\$82,938	\$92,154	\$95,840	\$99,526	\$106,898	\$114,270	\$121,643	2.9%	7.04%	\$220,995
	Essex, Morris, Union and Warren	\$40,317	\$43,197	\$46,077	\$51,836	\$57,596	\$59,900	\$62,204	\$66,811	\$71,419	\$76,027			
	Low	\$24,190	\$25,918	\$27,646	\$31,102	\$34,558	\$35,940	\$37,322	\$40,087	\$42,851	\$45,616			
Region 3	Median	\$94,920	\$101,700	\$108,480	\$122,040	\$135,600	\$141,024	\$146,448	\$157,296	\$168,144	\$178,992			
	Moderate	\$75,936	\$81,360	\$86,784	\$97,632	\$108,480	\$112,819	\$117,158	\$125,837	\$134,515	\$143,194	2.9%	10.06%	\$258,203
	Hunterdon, Middlesex and Somerset	\$47,460	\$50,850	\$54,240	\$61,020	\$67,800	\$70,512	\$73,224	\$78,648	\$84,072	\$89,496			
	Very Low	\$28,476	\$30,510	\$32,544	\$36,612	\$40,680	\$42,307	\$43,934	\$47,189	\$50,443	\$53,698			
Region 4	Median	\$85,831	\$91,962	\$98,092	\$110,354	\$122,615	\$127,520	\$132,425	\$142,234	\$152,043	\$161,852			
	Moderate	\$68,665	\$73,569	\$78,474	\$88,283	\$98,092	\$102,016	\$105,940	\$113,787	\$121,635	\$129,482	2.9%	12.24%	\$230,643
	Monmouth and Ocean	\$42,915	\$45,981	\$49,046	\$55,177	\$61,308	\$63,760	\$66,212	\$71,117	\$76,022	\$80,926			
	Very Low	\$25,749	\$27,888	\$29,428	\$33,106	\$36,785	\$38,256	\$39,727	\$42,670	\$45,613	\$48,556			
Region 5	Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128			
	Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302	2.9%	9.11%	\$195,337
	Burlington, Camden and Gloucester	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564			
	Very Low	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738			
Region 6	Median	\$60,768	\$65,108	\$69,449	\$78,130	\$86,811	\$90,283	\$93,756	\$100,701	\$107,646	\$114,591			
	Moderate	\$48,614	\$52,087	\$55,559	\$62,504	\$69,449	\$72,227	\$75,005	\$80,561	\$86,117	\$91,672	2.9%	5.76%	\$162,586
	Atlantic, Cape May, Cumberland, and Salem	\$30,384	\$32,554	\$34,724	\$39,065	\$43,405	\$45,142	\$46,878	\$50,350	\$53,823	\$57,295			
	Very Low	\$18,230	\$19,532	\$20,835	\$23,439	\$26,043	\$27,085	\$28,127	\$30,210	\$32,294	\$34,377			

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

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

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price index for All Urban Consumers (CPI-U)): Regions by expenditure category and commodity and service group). Landlords who did not increase rents between 2015 through 2021 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2022 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

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

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

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

EXHIBIT “D”

AFFORDABLE HOUSING TRUST FUND MONITORING

1. GENERAL INFORMATION AND AFFORDABLE TRUST FUND MONITORING

MUNICIPALITY NAME:	Galloway Township
COUNTY:	Atlantic County
Date through which funds reported:	
Name of person filling out form and affiliation/role:	Chris Dochney, PP, AICP, Township Planning Consultant
Date of filing out form:	30-Jun-20
Email:	cdochney@cmesa1.com
Municipal Housing Liaison for municipality:	Linda A. McDevitt
Email:	lmcdvitt@gtm1.gov
Income Limits Year Being Used by Municipality*:	2020

TRUST FUND INFORMATION (Note: Date in Approved Spending Plan = date through which revenues/expenditures are shown in the approved spending plan; if no approved spending plan, show inception - December 31, 2017 revenues/expenditures through June 30, 2015 in Column B and beginning July 1, 2015 in Column C.)

REVENUE SUMMARY	Inception - December 31, 2017	January 1, 2018 to Present	Total
Barrier Free Escrow			\$0
Development Fees	\$ 2,141,561.07		\$2,141,561
Interest Earned	\$ 553,629.42		\$553,629
Other Income		\$ 199,076.02	\$199,076
Payments-in-Lieu of Construction		\$ 4,270,000.00	\$4,270,000
TOTAL	\$ 1,449,120	\$ 7,164,267	\$8,613,387

EXPENDITURE SUMMARY			
Administration**		\$ 549,191.37	\$549,191
Affordability Assistance***		\$ 214,151.06	\$214,151
Very Low-Income Affordability Assistance			\$0
Barrier Free Conversions		\$ 5,549,270.65	\$5,549,271
Housing Activity			\$0
TOTAL	\$ -	\$ 6,312,613	\$6,312,613

ADMINISTRATION: Date in Approved Spending Plan to Present	List Types of administrative expenses	Amount
TOTAL		\$0

AFFORDABILITY ASSISTANCE: Date in Approved Spending Plan to Present	List affordability assistance projects and programs	Amount
Name		
TOTAL		\$0

HOUSING ACTIVITY: Date in Approved Spending Plan to Present	Specific Site or Program	Amount
Type of Housing Activity		
TOTAL		\$0

Comments:

2. REHABILITATION

Please list below all units rehabilitated towards the municipality's Third Round rehabilitation obligation

Comments

Comments

PRIOR ROUND AND THIRD ROUND MONITORING

3. PRIOR AND THIRD ROUND MONITORING

Site / Program Name:	Prior Cycle Credits / Credits	Society Hill / Wrangefboro	Aloe Village	Countryside Meadows	Seashore Gardens	302 Orange Tree Ave	430 Tulip Ave
Project developer:	Various	K. Hovanian	Municipally Developed	Presbyterian Homes	Seashore Gardens Non Profit	Habitat for Humanity	Habitat for Humanity
Compliance Mechanism:	Other	Inclusionary zoning	100% Affordable	100% Affordable	100% Affordable	100% Affordable	100% Affordable
Compliance Mechanism #2 (if project has multiple):							
Round:	Prior Round	Prior Round	Prior Round	Prior Round	Third Round	Third Round	Third Round
Block (if multiple separate by commas):		978		561		775	716
Lot (if multiple separate by commas):		2		44.05		8.01	2
Address:					22 East Jimmie Leeds Road	302 Orange Tree Ave	430 Tulip Ave
Construction required to begin by (for mechanisms other than inclusionary development):							
Status:	Built	Built	Built	Built	Built	Built	Built
If project has site plan /or subdivision approval, date building permits received (DD/MM/YYYY):							
If "approved not built" or "under construction," date of site plan and/or subdivision approval:							
If "under construction," expected date of completion:							
Date of issuance of C.O.:							
If "built," date controls began:						9/4/2003	11/30/2007
Length of Affordability Controls (years):						30	30
Administrative Agent or other entity responsible for affirmative marketing:							
Contribution (for payments in lieu)						Habitat for Humanity	Habitat for Humanity
Total Affordable Housing Units Proposed		60	57	67	84	58	1
Total Affordable Housing Units Completed to Date		60	57	67	84	58	1
Type of Affordable Units:							
Family	0	57	0	0	0	0	1
Family For-Sale	0	57					1
Family Rental	0						1
Senior	0	0	67	84	46	0	0
Senior For-Sale	0						
Senior Rental	0		67	84	46		
Supportive/Special needs	0	0	0	0	0	12	0
Supportive For-Sale	0						
Supportive Rental	0					12	

Bedroom/Income Splits:

1 BR/0r Efficiency Affordable Units	0	0	0	84	0	0	0
Very Low-Income:							
Low-Income:				84			
Moderate-Income:							
2 BR Affordable Units	0	57	0	0	0	0	0
Very Low-Income:							
Low-Income:		28					
Moderate-Income:		29					
3+ BR Affordable Units	0	0	0	0	0	0	0
Very Low-Income:							
Low-Income:							
Moderate-Income:							
Supportive/Special Needs Units:	0	0	0	0	0	0	0
Very Low-Income:							
Low-Income:							
Moderate-Income:							

PRIOR ROUND AND THIRD ROUND MONITORING

3. PRIOR AND THIRD ROUND MONITORING

Site / Program Name:	444 Tulip Ave	421 Upas Ave	300A Yam Ave	Market to Affordable	371 S. Odessa Dr	527 10th Ave	Bayview Cottage 1	Bayview Cottage 2
Project developer:	Habitat for Humanity	Habitat for Humanity	Habitat for Humanity	Ron Rukenstein	Arc of Atlantic County	Arc of Atlantic County		
Compliance Mechanism:	100% Affordable	100% Affordable	100% Affordable	Market-to-Affordable	Support and special needs	Support and special needs	Support and special needs	Support and special needs
Compliance Mechanism #2 (if project has multiple):								
Round:	Third Round	Third Round	Third Round	Third Round	Prior Round	Prior and Third Round	Prior Round	Prior Round
Block (if multiple separate by comma):	715	615	9	606 varies	467/02	5/25.01, 25.02	948	1007/03
Lot (if multiple separate by comma):	2	9	5.01 varies	for reference only, 2	5/25.01, 25.02		38	39
Address:	444 Tulip Ave	421 Upas Ave	300A Yam Ave	Irroquois Court, 16 Irroquois Court, 71 Irroquois Court, 64	371 S. Odessa Drive	527-529 Tenth Avenue	613 South New York Road	615 South New York Road
Construction required to begin by (for mechanisms other than inclusionary development):								
Status:	Built	Built	Built	Built	Built	Built	Built	Built
If project has site plan /or subdivision approval, date building permits received (DD/MM/YYYY):								
If "approved not built" or "under construction," date of site plan and/or subdivision approval:								
If "under construction," expected date of completion:								
Date of issuance of C.O.:								
If "built," date controls began:	1/6/2009	8/12/2010	9/18/2012	varies	6/21/1985	5/27/2011	7/28/1998	7/28/1998
Length of Affordability Controls (years):	30	30	30		30		30	30
Administrative Agent or other entity responsible for affirmative marketing:								
Contribution (for payments in lieu)	Habitat for Humanity	Habitat for Humanity	Habitat for Humanity	Ron Rukenstein & Associates	The Arc of Atlantic County	The Arc of Atlantic County		
Total Affordable Housing Units Proposed	1	1	1	7	3	8	7	7
Total Affordable Housing Units Completed to Date	1	1	1	7	3	8	7	7
Type of Affordable Units:								
Family	1	1	1	7	0	0	0	0
Family For-Sale								
Family Rental	1	1	1	7				
Senior	0	0	0	0	0	0	0	0
Senior For-Sale								
Senior Rental								
Supportive/Special needs	0	0	0	0	3	8	7	7
Supportive For-Sale								
Supportive Rental					3	8	7	7

Bedroom/Income Splits:

1 BR/for Efficiency Affordable Units	0	0	0	0	0	0	0	0
Very Low-Income:								
Low-Income:								
Moderate-Income:								
2 BR Affordable Units	0	0	0	0	0	0	0	0
Very Low-Income:								
Low-Income:								
Moderate-Income:								
3+ BR Affordable Units	0	0	0	0	0	0	0	0
Very Low-Income:								
Low-Income:								
Moderate-Income:								
Supportive/Special Needs Units:	0	0	0	0	0	0	0	0
Very Low-Income:								
Low-Income:								
Moderate-Income:								

PRIOR ROUND AND THIRD ROUND MONITORING

3. PRIOR AND THIRD ROUND MONITORING

Site / Program Name:	Bayview Cottage 3	CODI 1	CODI 2	East Summerwood Ave	506 Second Ave	406 First Ave	513 Pitney Road	Community Options
Project developer:		Development, Inc	Development, Inc.	Caring Inc.	Caring Inc.	Caring Inc.	Caring Inc.	Community Options Inc.
Compliance Mechanism:	Support and special needs.	Support and special needs	Support and special needs	Support and special needs	Support and special needs	Support and special needs.	Support and special needs	Support and special needs.
Compliance Mechanism #2 (if project has multiple):								
Round:	Prior Round	Prior Round	Prior Round	Prior Round	Prior Round	Prior Round	Prior Round	Prior Round
Block (if multiple separate by comma):	1007/03	638	563	1164	939	919	997.02	1260.01
Lot (if multiple separate by comma):	36	5	15	37.06	13	7	19.02	45
Address:	609 South New York Road	106 West Jimmie Leeds Road	233 West White Horse Pike	East Summerwood Ave	506 Second Ave	406 First Ave	513 Pitney Road	711 East Osprey Court
Construction required to begin by (for mechanisms other than inclusionary development):								
Status:	Built	Built	Built	Built	Built	Built	Built	Built
If project has site plan /or subdivision approval, date building permits received (DD/MM/YYYY):								
If "approved not built" or "under construction," date of site plan and/or subdivision approval:								
If "under construction," expected date of completion:								
Date of issuance of C.O.:								
If "built," date controls began:	7/28/1998	12/7/1994	3/2/1995	11/26/2002	3/26/2009	6/12/2012	3/31/2015	7/8/1997
Length of Affordability Controls (years):	30							
Administrative Agent or other entity responsible for affirmative marketing:		Career Opportunity Development, Inc.	Career Opportunity Development, Inc.	Caring Inc.	Caring Inc.	Caring Inc.	Caring Inc.	Community Options Inc.
Contribution (for payments in lieu)								
Total Affordable Housing Units Proposed	3	3	5	4	4	4	4	6
Total Affordable Housing Units Completed to Date	3	3	5	4	4	4	4	6
Type of Affordable Units:								
Family	0	0	0	0	0	0	0	0
Family For-Sale								
Family Rental								
Senior	0	0	0	0	0	0	0	0
Senior For-Sale								
Senior Rental								
Supportive/Special needs	3	3	5	4	4	4	4	6
Supportive For-Sale								
Supportive Rental	3	3	5	4	4	4	4	6

Bedroom/Income Splits:

1 BR/for Efficiency Affordable Units	0	0	0	0	0	0	0	0
Very Low-Income:								
Low-Income:								
Moderate-Income:								
2 BR Affordable Units	0	0	0	0	0	0	0	0
Very Low-Income:								
Low-Income:								
Moderate-Income:								
3+ BR Affordable Units	0	0	0	0	0	0	0	0
Very Low-Income:								
Low-Income:								
Moderate-Income:								
Supportive/Special Needs Units:	0	0	0	0	0	0	0	0
Very Low-Income:								
Low-Income:								
Moderate-Income:								

PRIOR ROUND AND THIRD ROUND MONITORING

3. PRIOR AND THIRD ROUND MONITORING

Site / Program Name:	Collaborative Support Programs	Development Resource Center	Hansen House M	Hansen House W	Heritage Village	Nantucket at Galloway	Blue Heron Pines	Pinelands RGA Zoning
Project developer:	Non-Profit	Non-Profit			Strategies, Inc.			
Compliance Mechanism:	Support and special needs	Support and special needs	Support and special needs	Support and special needs	100% Affordable	Inclusionary zoning	Inclusionary zoning	Inclusionary zoning
Compliance Mechanism #2 (if project has multiple):					Redevelopment	Redevelopment		
Round:	Prior Round	Prior Round	Third Round	Third Round	Third Round	Third Round	Third Round	Third Round
Block (if multiple separate by comma):	943	1101	457	457	457		457	
Lot (if multiple separate by comma):	1.01	17	3.03	3.03	3.03		3.02	
Address:	303 East Crestview Ave	343 S. New York Road	411 Aloe Street	411 Aloe Street	White Horse Pike	White Horse Pike	Aloe Street / Tilton Road	
Construction required to begin by (for mechanisms other than inclusionary development):								
Status:	Built	Built	Built	Built	Under Construction	No approvals	Approved not built	
If project has site plan /or subdivision approval, date building permits received (DD/MM/YYYY):								
If "approved not built" or "under construction," date of site plan and/or subdivision approval:							1/1/2013	
If "under construction," expected date of completion:					8/1/2020			
Date of issuance of C.O.:								
If "built," date controls began:	5/1/2002	1/10/2002	10/12/2004	11/29/2005				
Length of Affordability Controls (years):			30	30				
Administrative Agent or other entity responsible for affirmative marketing:					Community Investment Strategies, Inc.			
Contribution (for payments in lieu)								
Total Affordable Housing Units Proposed	3	4	10	10	100	60	189	169
Total Affordable Housing Units Completed to Date	3	4	10	10	0	0	0	0
Type of Affordable Units:								
Family	0	0	0	0	0	0	0	0
Family For-Sale								
Family Rental								
Senior	0	0	0	0	100	0	0	0
Senior For-Sale								
Senior Rental					100			
Supportive/Special needs	3	4	10	10	0	0	0	0
Supportive For-Sale								
Supportive Rental	3	4	10	10				

Bedroom/Income Splits:

1 BR/for Efficiency Affordable Units	0	0	0	0	86	0	0	0
Very Low-Income:					9			
Low-Income:					34			
Moderate-Income:					43			
2 BR Affordable Units	0	0	0	0	13	0	0	0
Very Low-Income:					2			
Low-Income:					5			
Moderate-Income:					6			
3+ BR Affordable Units	0	0	0	0	0	0	0	0
Very Low-Income:								
Low-Income:								
Moderate-Income:								
Supportive/Special Needs Units:	0	0	10	10	0	0	0	0
Very Low-Income:								
Low-Income:			10	10				
Moderate-Income:								

PRIOR ROUND AND THIRD ROUND MONITORING

3. PRIOR AND THIRD ROUND MONITORING

Site / Program Name:	Atc of Atlantic County	Habitat for Humanity
Project developer:	Support and special needs:	Habitat for Humanity
Compliance Mechanism:	Support and special needs:	Support and special needs
Compliance Mechanism #2 (If project has multiple):		
Round:	Third Round	Third Round
Block (If multiple separate by commas):	948	768
Lot (If multiple separate by commas):	25.03	5.02, 5.03
Address:	Tenth Avenue	Holly Avenue
Construction required to begin by (for mechanisms other than inclusionary development):		
Status:	No approvals	No approvals
If project has site plan for subdivision approval, date building permits received (DD/MM/YY):		
If "approved not built" or "under construction," date of site plan and/or subdivision approval:		
If "under construction," expected date of completion:		
Date of issuance of C.O.:		
If "built," date controls began:		
Length of Affordability Controls (years):		
Administrative Agent or other entity responsible for affirmative marketing:		
Contribution (for payments in lieu)		Habitat for Humanity
Total Affordable Housing Units Proposed	4	2
Total Affordable Housing Units Completed to Date	0	0
Type of Affordable Units:		
Family	0	2
Family For-Sale		2
Family Rental		
Senior	0	0
Senior For-Sale		
Senior Rental		
Supportive/Special needs	4	0
Supportive For-Sale		
Supportive Rental	4	

Bedroom/Income Splits:

1 BR/for Efficiency Affordable Units	0	0
Very Low-income:		
Low-income:		
Moderate-income:		
2 BR Affordable Units	0	0
Very Low-income:		
Low-income:		
Moderate-income:		
3+ BR Affordable Units	0	0
Very Low-income:		
Low-income:		
Moderate-income:		
Supportive/Special Needs Units:	0	0
Very Low-income:		
Low-income:		
Moderate-income:		

VERY LOW INCOME REPORTING

4. VERY LOW INCOME REPORTING

Please note that the Very Low Income reporting is not due until January of 2021.

[illegible]

This tab provides reporting required on very low income units, i.e. units affordable to and reserved for households at or below 30% of reg See N.J.S.A. 52:27D-329.1.