

# Housing Element and Fair Share Plan

**Township of Lawrence  
Mercer County, New Jersey**

**June 15, 2018**

Clarke Caton Hintz



## Housing Element and Fair Share Plan

### Planning Board Township of Lawrence Mercer County, New Jersey

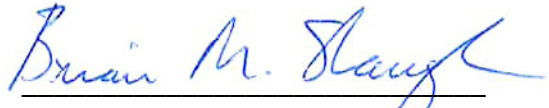
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## Table of Contents

<b>Introduction .....</b>	<b>1</b>
<b>Brief History and Regional Location .....</b>	<b>1</b>
<b>Affordable Housing Judicial and Legislative Background.....</b>	<b>2</b>
First and Second Round Methods .....	3
Third Round Method .....	3
Fair Housing Act Amendments of 2008 .....	4
Appellate Division’s 2010 Decision .....	4
Judicial Activity from 2011 to 2014 .....	5
March 2015 New Jersey Supreme Court Decision.....	5
January 2017 New Jersey Supreme Court Decision.....	6
<b>Affordable Housing History of Lawrence Township.....</b>	<b>7</b>
First and Second Round Plans .....	7
2005 Third Round Plan.....	8
2008 Third Round Plan .....	8
<b>Housing Element and Fair Share Requirements.....</b>	<b>9</b>
<b>Affordability Requirements .....</b>	<b>10</b>
<i>Table 1. 2017 Income Limits for Region 4 .....</i>	<i>10</i>
<i>Table 2. Illustrative 2017 Affordable Gross Rents for Region 4 .....</i>	<i>11</i>
<i>Table 3. Maximum Illustrative 2017 Affordable Sales Prices for Region 4 .....</i>	<i>11</i>
<b>Housing Conditions .....</b>	<b>11</b>
<i>Table 4. Housing Units and Tenure of Occupant, 2015.....</i>	<i>12</i>
<i>Table 5. Housing Units by Age, 2015.....</i>	<i>12</i>
<i>Table 6. Number of Rooms per Housing Unit, 2013 .....</i>	<i>13</i>
<i>Table 7. Number of Bedrooms per Housing Unit, 2013.....</i>	<i>13</i>
<i>Table 8. Value of Owner-Occupied Housing Units, 2000 and 2015.....</i>	<i>15</i>
<i>Table 9. Gross Rent by Housing Unit in Lawrence and Mercer County, 2015.....</i>	<i>16</i>
<i>Table 10. Housing Affordability, 2015.....</i>	<i>17</i>
<i>Table 11. Indicators of Housing Deficiency, 2015 .....</i>	<i>17</i>
<b>Population Characteristics .....</b>	<b>17</b>
<i>Table 12. Population Change 1990 to 2015, Lawrence and Mercer County .....</i>	<i>18</i>
<i>Table 13. Age of Population, 2000 to 2015 .....</i>	<i>18</i>

**Household Characteristics.....18**  
*Table 14. Household Composition, 2015..... 19*

**Income Characteristics.....19**  
*Table 15. Estimated Household Income in Lawrence and Mercer County, 2015.....20*  
*Table 16. Individual and Family Poverty Rates, 2015.....20*

**Employment Characteristics ..... 20**  
*Table 17. Employed Residents by Economic Sector, 2013..... 21*  
*Table 18. Employed Residents by Occupation, 2015..... 21*  
*Table 19. Change in Employment Since 2010 ..... 22*  
*Table 20. Covered Employment Estimates in Lawrence and Mercer County..... 22*  
*Table 21. Covered Employment by Industry Sector, 2016..... 23*  
*Table 22. Journey to Work, 2015..... 24*  
*Table 23. Available Vehicles by Household, 2015..... 24*  
*Table 24. Top Ten Commuting Destinations for Lawrence Township Residents, 2014.. 25*

**Population Projections .....25**  
*Table 25. Population, Household, and Employment Projections, 2015 to 2045..... 25*  
*Table 26. Past Housing Activity ..... 26*

**Consideration of Land for Affordable Housing .....27**  
*Map 1. Lawrence Environmental Constraints..... 28*

**Fair Share Plan ..... 29**

**Lawrence’s Affordable Housing Obligation ..... 29**  
Settlement Agreements..... 30  
*Table 26. Lawrence Affordable Housing Allocation, Third Round Summary.....30*

**Rehabilitation Share ..... 31**  
*Table 27. Rehabilitation Program, 2013-2017. .... 31*

**Prior Round Obligation ..... 33**  
*Table 28. Formulas Applicable to the Prior Round Obligation ..... 33*  
*Map 2. Affordable Housing Sites..... 35*  
*Table 29. Satisfaction of the Prior Round Obligation.....36*

Regional Contribution Agreements .....37

Alternate Living Arrangements .....37

100% Affordable Housing Development - Constructed ..... 39

Inclusionary Housing - Constructed..... 39

**Third Round Obligation ..... 42**  
Vacant Land Analysis and Realistic Development Potential..... 42  
Formulas Applicable to the Third Round ..... 42  
    *Map 3. Sites Contributing to Realistic Development Potential*..... 43  
    *Table 31. Formulas Applicable to the Third Round Obligation*.....44  
Satisfaction of the Third Round RDP..... 44  
    *Table 32. Satisfaction of the Third Round RDP*..... 45  
Alternate Living Arrangements ..... 46  
100% Age-Restricted Rental Housing ..... 47  
Inclusionary Housing Approved or Constructed ..... 48  
Inclusionary Housing Proposed ..... 50  
Extension of Expiring Controls.....52  
**Very Low Income Units .....54**  
**Third Round Unmet Need Mechanisms ..... 55**  
Development Fee..... 55  
Mandatory Affordable Housing Set-Aside..... 55  
Existing Zoned Site..... 55  
Overlay Zoning Ordinance Sites ..... 55  
Redevelopment Discussion with Owners.....56  
**Cost Generation..... 57**  
**Monitoring/Status Report..... 57**  
**Affordable Housing Ordinance and Affirmative Marketing ..... 57**  
**Development Fee Ordinance ..... 58**  
**Affordable Housing Trust Fund ..... 58**  
**Spending Plan..... 59**  
**Summary..... 60**

- Appendix A: Fair Share Housing Center Settlement Agreement
- Appendix B: Brandywine Operating Partnership Settlement Agreement
- Appendix C: Order on Fairness and Preliminary Compliance Hearing
- Appendix D: Listing of Realistic Development Potential Parcels
- Appendix E: Rehabilitated Dwellings
- Appendix F: Spending Plan
- Appendix G: Rehabilitation Manual

- Appendix H: Apartment and Townhouse Zoning District
- Appendix I: Regional Commercial Zoning District
- Appendix J: Dwellings with Extended Affordability Controls
- Appendix K: Sample Deed Restriction for Affordability Controls
- Appendix L: Resolution of Intent to Bond
- Appendix M: Affordable Housing Ordinance
- Appendix N: Development Fee Ordinance
- Appendix O: Extension of Expiring Controls and Foreclosure Intervention Manual
- Appendix P: Affirmative Marketing Resolution

## INTRODUCTION

The Housing Element and Fair Share Plan is intended to address the affordable housing obligation mandated by the New Jersey Constitution as expressed in the Fair Housing Act of 1985. Together, the Housing Element and Fair Share Plan constitute the affordable housing plan for the Township of Lawrence (“Township” or “Lawrence”). The Housing Element is a component of the Township’s Master Plan for development and redevelopment, and the Fair Share Plan constitutes the means and documents designed to implement the Housing Element. Together, the two components will be known as the “housing plan.”

The New Jersey Supreme Court in its March 10, 2015<sup>1</sup> decision established a process for individual municipalities to gain approval of their housing plans after determining that the administrative process operated by the New Jersey Council on Affordable Housing (COAH) had broken down and become moribund. The Court’s decision led to the Township of Lawrence filing a declaratory judgment action on July 7, 2015 in Superior Court.<sup>2</sup>

In this judicial process, the Township appeared before the Hon. Mary C. Jacobson, A.J.S.C., in its effort to address its affordable housing obligation. As will be discussed further below, the Township entered into settlement agreements with Fair Share Housing Center, Inc. (“FSHC”), an interested party in this case and Brandywine Realty Trust, filing as Brandywine Operating Partnership, L.P. (“Brandywine”) an intervenor, and established through a fairness hearing held on July 5, 2017 before Judge Jacobson that its affordable housing proposal as represented in the agreements was fair to the low and moderate income citizens of the state. An order approving the settlement agreement was entered on June 15, 2017 in the case. The order requires a duly adopted and endorsed Housing Element and Fair Share Plan to be filed with the court. This document has been created and adopted in fulfillment of the order.

This housing plan supersedes the Housing Element and Fair Share Plan adopted in December 2008 and approved by COAH on April 2, 2009.

## BRIEF HISTORY AND REGIONAL LOCATION

Lawrence Township was founded in 1697 and was originally known as Maidenhead, named by the early Quaker settlers after a Thames River village that is the administrative capital of the Royal Borough of Windsor and Maidenhead just west of London. Originally Maidenhead was part of Burlington County and the State of West Jersey. In 1714, the Township became part of the newly-constituted Hunterdon County.

The Township was legally incorporated through an act of the State legislature in 1798. In 1816, the municipality was renamed Lawrence, after Captain James Lawrence, commander of the frigate Chesapeake and one of the naval heroes of the War of 1812. In 1838, Mercer County

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<sup>1</sup> - In Re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015)

<sup>2</sup> - Docket No. MER-L-1538-15



was formed from parts of Hunterdon, Middlesex, and Burlington Counties. The Township's boundaries and geographic relationships have remained the same since that time.

Lawrence Township is located in central Mercer County north of the City of Trenton, which is the county seat and capital of New Jersey. Ewing and Hopewell Townships lie to the west of Lawrence, Princeton and West Windsor Townships to the north and east, and Hamilton Township to the east and south. Lawrence is located between New York City and Philadelphia, approximately 54 and 33 miles distant, respectively.

The Township is approximately 22.06 square miles in area and had a population of 33,472 people in 2010. The population is estimated to have been 32,897 persons on July 1, 2016 by the New Jersey Department of Labor and Workforce Development, or a decline of 1.7% from the decennial count. Additional demographic characteristics are found in the tables beginning on page 12.

#### **AFFORDABLE HOUSING JUDICIAL AND LEGISLATIVE BACKGROUND**

The affordable housing landscape in New Jersey is complex and continues to evolve in a rapid fashion following the failure of COAH to produce a constitutional set of rules for the “Third Round”. This section provides an overview of the laws, decisions and rules that pertain to affordable housing in the state.

Providing affordable housing within each municipality was found to be a constitutional obligation by the New Jersey Supreme Court in its landmark 1975 decision now referred to as “Mount Laurel I.” The Court found that developing municipalities have a constitutional obligation to provide a realistic opportunity for the construction of low and moderate income housing.<sup>3</sup> In its 1983 “Mount Laurel II” decision, the Supreme Court extended the obligation to all municipalities within any “growth area” as designated in the State Development Guide Plan (New Jersey Department of Community Affairs, 1978). Subject to a number of limitations, Mt. Laurel II also gave developers under certain circumstances the opportunity to secure a “builder’s remedy.”<sup>4</sup> In a builder’s remedy a developer is granted the right to develop what is typically a multi-family project on land that was not zoned to permit this use or at a greater density where a “substantial” percentage of the units are reserved for low and moderate income households.

In 1985, the Legislature enacted the Fair Housing Act<sup>5</sup> (“FHA”) in response to Mount Laurel II. The FHA created as an administrative alternative to municipal compliance in a court proceeding. The Legislature conferred “primary jurisdiction” on the agency and charged COAH with promulgating regulations: (i), to establish housing regions; (ii), to estimate low and moderate income housing needs; (iii), to set criteria and guidelines for municipalities to determine and address their fair share numbers, and (iv), to create a process for the review

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<sup>3</sup> - Southern Burlington NAACP v. Twp. of Mt. Laurel, 67 N.J. 151 (1975)

<sup>4</sup> - Southern Burlington NAACP v. Twp. of Mt. Laurel, 92 N.J. 158 (1983)

<sup>5</sup> - N.J.S.A. 52:27D-301

and approval of appropriate housing elements and fair share plans. As previously noted, COAH has been declared a moribund agency, which has caused the New Jersey Supreme Court to reactivate a judicial process in the review and approval of affordable housing plans. This document is being created for submission to Superior Court in order for Lawrence to receive a Third Round Judgment of Compliance and Repose.

### First and Second Round Methods

COAH created the criteria and guidelines for municipalities to determine and address their respective affordable housing obligation, or number of affordable dwellings<sup>6</sup>. Following guidelines established by the U.S. Department of Housing and Urban Development (“HUD”), COAH defined affordable housing as dwellings that could be occupied by households with incomes 80% or less of the regional household income – typically from 38 to 41% of the total population. COAH originally established a formula for determining municipal affordable housing obligations for the six-year period between 1987 and 1993 (*N.J.A.C. 5:92-1 et seq.*), which became known as the “First Round.” The First Round rules established an existing need where sub-standard housing was being occupied by low and moderate income households (variously known as “present need” or “rehabilitation share”), and future demand to be satisfied typically, but not exclusively with new construction (“prospective need” or “fair share”).

The First Round formula was superseded by COAH regulations in 1994 (*N.J.A.C. 5:93-1.1 et seq.*). The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 U.S. Census data. The regulations COAH adopted in 1994 are known as “the Second Round”. Though the FHA did not require that the housing rounds accumulate with time, COAH decided that each municipality’s obligation would extend from the First Round forward into the future, *ad infinitum*. This cumulative new construction component from the two earlier rounds is called either the prior obligation or “Prior Round”. This plan will refer to the new construction obligation for the first and second housing cycles as the “Prior Round Obligation”.

### Third Round Method

On December 20, 2004, COAH’s first version of the Third Round rules became effective some five years after the end of the Second Round in 1999 (*N.J.A.C. 5:94-1 and 5:95-1*). The FHA had originally required housing rounds to be for a six-year period, but in 2001, this was amended to extend the time period to ten-year intervals. Therefore, the Third Round should have been from 1999 to 2009. However, because of the delay in promulgating updated rules, the Third Round was extended by five years to 2014 and condensed into an affordable housing delivery period of ten years from January 1, 2004 through January 1, 2014. In other words, 15 years of obligatory affordable housing activity was to take place in ten years.

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<sup>6</sup> - Also called a municipality’s “fair share” of affordable housing.

This set of rules changed, however, when the New Jersey Appellate Division invalidated key elements of the 2004 version of the Third Round rules on January 25, 2007. COAH eventually issued revised rules that became effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008). It met the Court's directive to provide residential development and job projections for the Third Round. The Third Round was expanded again from 2014 to 2018. COAH retained the "growth share" approach that was challenged in its 2004 rules, but revised its ratios to require one affordable housing unit for every four market-rate housing units developed and one affordable housing unit for every 16 jobs created.

Just as various parties challenged COAH's initial Third Round regulations, parties challenged COAH's 2008 revised Third Round rules. The Appellate Division issued a decision on October 8, 2010 deciding those challenges (*see* below).

### **Fair Housing Act Amendments of 2008**

On July 17, 2008, Governor Corzine signed P.L. 2008, c. 46, which amended the Fair Housing Act in a number of ways.<sup>7</sup> Key provisions of the legislation included the following:

- Established a statewide 2.5% non-residential development fee instead of requiring non-residential developers to provide affordable housing.
- Eliminated regional contribution agreements as a means available to municipalities to transfer up to 50% of their required affordable housing to a "receiving" municipality.
- Added a requirement that 13% of all affordable housing units be restricted to very low income households (30% or less of median income).
- Added a requirement that municipalities had to commit to spend development fees within four years of the date of collection after its enactment on July 17, 2008.

### **Appellate Division's 2010 Decision**

On October 8, 2010, the Appellate Division issued a decision on the legal challenges to the 2008 iteration of COAH regulations.<sup>8</sup> The Appellate Division affirmed the COAH regulations that assigned rehabilitation and Prior Round numbers to each municipality, but invalidated the regulations by which the agency allocated affordable housing obligations in the Third Round. Specifically, the Appellate Division ruled that COAH could not allocate obligations through a "growth share" formula. The Court directed COAH to use similar methods to those previously used in the First and Second Rounds. Other highlights of the Appellate Division's decision included:

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<sup>7</sup> - Also known as the "Roberts Bill," named after former New Jersey Assembly Speaker Joseph Roberts who sponsored the bill.

<sup>8</sup> - In Re N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462 (App. Div. 2010).

- To be credited, municipally-sponsored or 100% affordable housing sites must show site control, site suitability, and a proposed source of funding.
- COAH's rules did not provide sufficient incentive for the private construction of inclusionary developments (market-rate and affordable units). Clearly defined percentages supported by economic data must be provided. The Court noted that a 20% affordable housing set-aside was typical.
- The Court invalidated Prior Round rental bonuses for developments that were not built within a reasonable timeframe.
- Bonuses for smart growth and redevelopment activities were upheld; however, the Court invalidated Third Round compliance bonuses.
- The Court upheld its prior ruling on COAH's formula that did not reallocate present need (existing substandard housing) from urban aid eligible municipalities to other municipalities in the region. The Court also questioned whether or not urban municipalities should be assigned an allocation for future growth.

#### Judicial Activity from 2011 to 2014

COAH sought a stay from the New Jersey Supreme Court of the March 8, 2011 deadline the Appellate Division had imposed in its October 2010 decision for the agency to issue new Third Round housing numbers. The Supreme Court granted COAH's application for a stay on January 18, 2011 and on March 31, 2011, the Court granted petitions and cross-petitions to all of the various challenges to the Appellate Division's 2010 decision. However, the Supreme Court did not hear oral argument on the various petitions and cross-petitions until November 14, 2012.

The New Jersey Supreme Court decided on the appeal by the executive branch of the Appellate Division's decision of March 8, 2012 that disallowed the dissolution of COAH under Governor Christie's Reorganization Plan No. 001-2011. The Supreme Court upheld the lower court's ruling, finding that the governor did not have the power to unilaterally dissolve COAH out of existence. The Court found that such action requires the passage of new legislation.

On September 26, 2013, the New Jersey Supreme Court upheld the Appellate Division decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013), and ordered COAH to prepare the necessary rules. Subsequent delays in COAH's rule preparation and ensuing litigation led to the New Jersey Supreme Court, on March 14, 2014, setting forth a schedule for adoption. COAH approved draft Third Round rules on April 30, 2014. Although ordered by the New Jersey Supreme Court to adopt revised new rules on or before October 22, 2014, COAH deadlocked 3-3 at its October 20<sup>th</sup> meeting and failed to adopt the draft rules. An initial motion to table the rule adoption for 60 days to consider amendments also deadlocked at 3-3 and thus also failed.

#### March 2015 New Jersey Supreme Court Decision

The failure of COAH to adopt new regulations in November 2014 as ordered by the New Jersey Supreme Court led FSHC, as the lead plaintiff, to file a Motion In Aid of Litigants' Rights to compel the government to produce constitutional affordable housing regulations. The New Jersey Supreme Court heard oral arguments on the motion on January 6, 2015. Two months later, on March 10, 2015, the Supreme Court issued its ruling entitled In Re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015), which is already being called Mt. Laurel IV as a shorthand for its conclusions.

The decision provided a new direction for the means by which New Jersey municipalities are to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve housing plans from COAH to designated Mount Laurel trial judges. This has meant that municipalities are no longer able to wait for COAH to adopt constitutional Third Round rules before preparing their own new Third Round housing plans. Municipalities must apply to a Mount Laurel Court, instead of COAH, if they wish to be protected from exclusionary zoning lawsuits. The trial judges, usually with the assistance of an appointed Special Master to the Court – as is the case with Lawrence – have been reviewing municipal plans much in the same manner as COAH previously did. Those municipalities whose plans are approved by the Court will receive a Judgment of Compliance and Repose, the Court-equivalent of COAH's substantive certification. As noted, Lawrence filed its Declaratory Judgment action on July 7, 2015 and seeks this result from the Court.

The New Jersey Supreme Court indicated in its ruling that housing plans are to be drawn up using similar rules as to those in place during the Second Round as well as Third Round housing compliance mechanisms that the justices found constitutional, such as smart growth and redevelopment bonuses. This housing plan has been drafted in conformance with the Supreme Court's direction.

### **January 2017 New Jersey Supreme Court Decision**

On January 17, 2017, the New Jersey Supreme Court issued its decision In Re Declaratory Judgment Actions Filed by Various Municipalities, County of Ocean, Pursuant to The Supreme Court's Decision in In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1(2015). The Supreme Court found that the "gap period," defined as the period between the end of the Second Round in 1999 and 2015, generates a new construction affordable housing obligation. The decision requires an expanded definition of the municipal present need obligation beyond its present meaning as the rehabilitation share to include low and moderate income households formed during the gap period that are entitled to their delayed opportunity to seek affordable housing. Present need, or the rehabilitation share, has historically been an estimate of low and moderate income households living in substandard housing at the beginning of an affordable housing round.

Accordingly, the municipal affordable housing obligation is now composed of the following four components: Present Need or Rehabilitation Share, Prior Round (new construction 1987-

1999), “gap” present need (new construction 1999 to 2015) and prospective need (new construction in the Third Round from 2015 to 2025).

### **AFFORDABLE HOUSING HISTORY OF LAWRENCE TOWNSHIP**

Lawrence has demonstrated a long-standing commitment of voluntary compliance with its Mount Laurel fair share obligations. The municipality voluntarily addressed its constitutional affordable housing obligation in response to the FHA and COAH’s First Round, Second Round, and Third Round regulations (both adopted iterations from 2004 and 2008). As described below, the Township received substantive certification from COAH for its first round, second round and the third round housing elements and fair share plans.

#### **First and Second Round Plans**

In the First Round, Lawrence Township petitioned COAH for first round substantive certification in 1987 and COAH granted the Township first round substantive certification on October 19, 1987. Lawrence’s certified housing element and fair share plan addressed its first round new construction component of 784 and its rehabilitation share of 127 (based on the 1980 census).

To address COAH’s second round regulations, Lawrence Township adopted a housing element and fair share plan to meet its second round cumulative new construction component of 890 and its rehabilitation share of 72 (based on the 1990 census).

The Township received Second Round substantive certification from COAH on December 4, 1996. This Plan addressed the new construction obligation with 161 prior cycle credits, two alternative living arrangements totaling 30 units, six constructed projects totaling 329 units, five approved but unbuilt sites totaling 220 units and two zoned sites with an affordable housing development potential of 93 units.

On September 6, 2000 the Township received substantive certification from COAH for an amended second round housing element and fair share plan. The amended plan provided for a conversion of the Yorkshire Village age-restricted affordable housing development into a payment in lieu of construction which funded a 98-unit regional contribution agreement (hereinafter “RCA”) with the City of Trenton. The amended Plan also added a 54-unit affordable family rental complex for persons with developmental disabilities, known as Project Freedom, who has developed a number of other projects both in Mercer and other counties.

On March 3, 2004 an additional amendment to the Township’s second round plan was approved by COAH. The amendment included replacement of an inclusionary site (Avalon Bay) with a 62-unit RCA with the City of Trenton, the addition of two new age-restricted inclusionary developments (Milestone at Lawrenceville and Traditions at Federal Point), and the conversion of on-site units into a payment in lieu of construction for the Denow Associates (also known as Ventana) project. Also included in the amendment was documentation on three previously approved, constructed and occupied sites (Avalon Run East, Liberty Green and Tiffany Woods), revisions to a previously approved inclusionary development

(Brookshire/RFP, Inc.), and the addition of a mixed use site (CIS/Hofing) that included 64 affordable age-restricted units funded in part through a regional contribution agreement between Lawrence Township and the Township of Manalapan. Out of 205 RCA's listed on COAH's website Lawrence has the distinction of being the only municipality in the state to be both a sender and receiver of RCA's.

Lawrence Township received an extension of its second round substantive certification from COAH on April 13, 2005 for a period "up to one year after the effective date of the adoption of the Council's third round methodology and rules", or December 20, 2005.

### **2005 Third Round Plan**

As previously indicated, COAH's Third Round rules marked a significant departure from the affordable housing formulas utilized in COAH's two earlier rounds. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. The new Third Round rules in 2004 implemented a "growth share" approach that linked the production of affordable housing with future residential and non-residential development within a municipality. Each municipality was required to project the amount of residential and non-residential growth that would occur from 2004 through 2014. Then municipalities were required to provide one affordable unit for every eight market rate housing units developed and one affordable unit for every 25 jobs created (expressed as non-residential building square footage – actual jobs were not counted).

The Township petitioned for third round substantive certification on December 20, 2005. However, prior to COAH's review of the Township's Third Round Plan, In Re-Adoption of N.J.A.C. 5:94 and 5:95 by New Jersey Council on Affordable Housing, 390 N.J. Super. 1 (App. Div.) cert. denied, 192 N.J. 72, was issued that invalidated most the 2004 COAH rules. COAH only granted substantive certification to three municipalities of the hundreds of petitions made to the agency prior to the decision.

### **2008 Third Round Plan**

Lawrence adopted a revised Third Round Housing Element and Fair Share Plan, dated December 1, 2008, addressing its cumulative Third Round (1987-2018) fair share obligation. The second iteration of the Third Round rules imposed a fair share obligation on the Township consisting of three components: a 47-unit rehabilitation share (based on the 2000 census); an 891-unit prior round obligation (the cumulative obligation from the first and second rounds); and a 524-unit third round growth share obligation. On December 30, 2008 Lawrence Township petitioned COAH for substantive certification for the third round pursuant to N.J.A.C. 5:96 and 5:97. This petition included a request for approval of the Township's Spending Plan. The Spending Plan sets forth how the monies in the affordable housing trust fund were expected to be used.

In its 2008 housing plan, Lawrence Township relied upon a number of COAH-eligible compliance mechanisms to address its third round growth share obligation, including

approved and constructed inclusionary developments, existing and proposed special needs/supportive housing, proposed municipally sponsored affordable family housing, and continuation of an ongoing Extension of Expiring Controls program. The Township's Third Round Plan met its 524-unit growth share obligation and fulfilled all rental, family, age-restricted and low income requirements with 537 credits, yielding a surplus of 13 credits to be carried over into the fourth round.

On April 2, 2009, COAH granted Lawrence Township third round substantive certification indicating that its housing element and fair share plan comported with the standards set forth in *N.J.S.A. 52:27D-314* and satisfied the criteria for substantive certification set forth in *N.J.A.C. 5:96-6.3*. Lawrence was the first municipality in New Jersey to receive third round substantive certification from COAH. On the same date, COAH also approved Lawrence Township's Spending Plan so local affordable housing trust funds could be used to implement the housing plan. COAH's substantive certification, however, indicated the need for the Township to make a few technical revisions to its Housing Element. These were addressed in an amendment dated June 15, 2009 adopted by the Planning Board.

Lastly, on August 26, 2014 COAH adopted Resolution 2014-02 which found that Lawrence had "committed" all of the funding received by March 31, 2013 within 4 years of receipt and approved \$1,051,041.47 for expenditure to implement the housing plan.

#### **HOUSING ELEMENT AND FAIR SHARE REQUIREMENTS**

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

- An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated;
- A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development trends;
- An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;
- An analysis of the existing and probable future employment characteristics of the municipality;
- A determination of the municipality's present and prospective fair share of low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low and moderate income housing; and



- A consideration of the lands most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

This housing plan has been drawn utilizing these master plan components.

#### **AFFORDABILITY REQUIREMENTS**

Affordable housing is defined under New Jersey’s FHA as a dwelling, either for-sale or rent that is within the financial means of households of low or moderate income as income is measured within each housing region. Lawrence is in COAH’s Region 4, which includes Mercer, Monmouth and Ocean Counties. These housing regions have been upheld in judicial proceedings. Moderate income households are those with incomes exceeding 50% up to 80% of the regional median income. Low income households are those with annual incomes 50% or less than regional median income. In 2008 the New Jersey Legislature created an additional sub-category of low income – very low-income – which has been defined as households with incomes 30% or less of the regional median income.

The Uniform Housing Affordability Controls (“UHAC”) found at *N.J.A.C. 5:80-26.3(d)* and *(e)*, sets out income limits, maximum rents and maximum sales prices for dwellings to be considered affordable to households. For example, the maximum rent must be affordable to households that earn no more than 60% of the median income for the region and the average rent must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn no more than 70% of the median income and the average sale price must be affordable to a household that earns no more than 55% of the median income.

The regional median income had been defined by COAH annually using HUD income limits. However, COAH has not published updated income limits or rent increases since 2014.

To redress the lack of official income limits in recent years, the Township seeks to allow the municipality to rely on the methodology set forth and approved by the Superior Court in another vicinage that establishes the criteria to follow to annually update income limits. The criteria adhere to COAH’s Prior Round methodologies. For 2017, the Affordable Housing Professionals of New Jersey (“AHPNJ”) and FSHC have jointly developed updated income limits for all housing regions in New Jersey. The Township will rely on these calculations to set its 2017 income limits. See Table 1 for 2017 income limits for Region 4.

**Table 1. 2017 Income Limits for Region 4**

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household
Median	\$66,022	\$75,454	\$84,885	\$94,317	\$101,862	\$109,408
Moderate	\$52,817	\$60,363	\$67,908	\$75,454	\$81,490	\$87,526
Low	\$33,011	\$37,727	\$42,443	\$47,158	\$50,931	\$54,704
Very Low	\$19,807	\$22,636	\$25,466	\$28,295	\$30,559	\$32,822

Source: AHPNJ and FSHC, August 2017

Tables 2 and 3 provide illustrative sale prices and gross rents for 2017. The sample rents and sale prices are illustrative and are gross figures, which do not account for the specified utility allowance. Since COAH issued these illustrative sales prices and gross rents in 2014, rents have increased by a collective 3.4% in 2015 and 2016 and by 1.7% in 2017. In Region 4, there was no increase in affordable sales prices in 2015 or 2016, but an increase of 1.99% in 2017.

**Table 2. Illustrative 2017 Affordable Gross Rents for Region 4**

Household Income Levels (% of Median Income)	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate (60%)	\$1,096	\$1,314	\$1,519
Low (46%)	\$840	\$1,008	\$1,165
Very Low (30%)	\$548	\$657	\$759

Source: AHPNJ and FSHC

**Table 3. Maximum Illustrative 2017 Affordable Sales Prices for Region 4**

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (70%)	\$124,775	\$149,730	\$173,022
Low (50%)	\$82,419	\$98,903	\$114,288
Very Low (30%)	\$40,063	\$48,706	\$55,554

Source: AHPNJ and FSHC

## HOUSING CONDITIONS

The 2011-2015 American Community Survey (ACS)<sup>9</sup> estimates that Lawrence Township has approximately 13,073 housing units, of which 710 units, or 5.4%, are vacant. This is a substantially lower than the 9.2% vacancy rate for Mercer County as a whole. The Township's housing stock consists predominantly of single-family detached and attached units, which

<sup>9</sup> - The American Community Survey replaced the long-form Census as the source for much of the housing data necessary to complete this section. The Census is a one-time count of the population while this ACS is an estimate taken over five years through sampling. As such, data in the ACS is subject to a margin of error.

represents 65.2% of the overall housing stock. This is a slightly lower percentage than that of Mercer County as a whole (70.0%). While the composition of the Township’s housing stock is generally similar to that of Mercer County, Lawrence Township has a larger concentration of multi-family units in buildings with ten or more units. These multi-family units represent nearly one-quarter (23.3%) of the Township’s housing stock with the large majority of these units being renter-occupied. Despite this concentration of larger multi-family development, the percent of renter-occupied units in the Township (31.6% of occupied housing units) in the Township is slightly lower than the 35.6% rate for Mercer County and 35.5% rate statewide. See Table 4, Housing Units by Number of Units in Structure and Tenure of Occupant, for a detailed explanation of the Township’s housing units in 2015.

**Table 4. Housing Units and Tenure of Occupant, 2015**

Number of Units	Owner Occupied	Percent of Total	Renter Occupied	Percent of Total	Vacant	Percent of Total	Total	Percent of Total
1, Detached	5,372	63.5%	242	6.2%	177	24.9%	5,791	44.3%
1, Attached	1,954	23.1%	566	14.5%	211	29.7%	2,731	20.9%
2	131	1.5%	139	3.6%	13	1.8%	283	2.2%
3 or 4	117	1.4%	264	6.8%	35	4.9%	416	3.2%
5 to 9	204	2.4%	543	13.9%	53	7.5%	800	6.1%
10 to 19	417	4.9%	1,043	26.7%	92	13.0%	1,552	11.9%
20 or more	262	3.1%	1,101	28.2%	129	18.2%	1,492	11.4%
Mobile Home	0	0.0%	8	0.2%	0	0.0%	8	0.1%
Other	0	0.0%	0	0.0%	0	0.0%	0	0.0%
<b>Total</b>	<b>8,457</b>	<b>100.0%</b>	<b>3,906</b>	<b>100.0%</b>	<b>710</b>	<b>100.0%</b>	<b>13,073</b>	<b>100.0%</b>

Source: 2011-2015 American Community Survey 5-Year Estimate (B25032, DP04)

Table 5, Housing Units by Age, illustrates the age of the Township’s housing stock. Housing prior to 1950, constitutes 12.8% of Lawrence Township’s housing stock. The Township’s housing stock grew steadily from 1950 to 1980. The rate of growth in housing units more than doubled during the 1980s and stable growth continued through 2009. The age of the housing units in the Township is reflected in the median year built, 1982. This contrasts with the median year built of homes in Mercer County, 1965, and the statewide median, 1966. This means that the housing stock in Lawrence Township is relatively new in comparison to that of the County and the State as a whole.

**Table 5. Housing Units by Age, 2015**

Year Built	Total Units	Percent	Owner	Renter	Vacant
2014 or later	0	0.0%	0	0	0
2010 to 2013	12	0.1%	12	0	0
2000 to 2009	2,086	16.0%	1,216	724	146
1990 to 1999	1,767	13.5%	621	994	152

1980 to 1989	3,474	26.6%	2,482	789	203
1970 to 1979	1,390	10.6%	792	572	26
1960 to 1969	1,364	10.4%	1,099	230	35
1950 to 1959	1,309	10.0%	952	261	96
1940 to 1949	713	5.5%	444	244	25
1939 or earlier	958	7.3%	839	92	27
Totals	13,073	100.0%	8,457	3,906	710
Median Year Built	1982		1980	1987	

Source: 2011-2015 American Community Survey 5-Year Estimate (Tables DPo4, B25036, B25037)

Table 6, Number of Rooms per Housing Unit, shows that 12.6% of homes have between one and three rooms, 51.2% have between four and six rooms, and 36.2% have seven or more rooms. The data from this and other tables indicate that the housing stock in Lawrence Township is, on average, slightly smaller than the state’s median of 5.7 rooms per unit.

**Table 6. Number of Rooms per Housing Unit, 2013**

Rooms	Number of Units	Percent of Total
1	112	0.9%
2	194	1.5%
3	1,339	10.2%
4	2,296	17.6%
5	2,283	17.5%
6	2,120	16.2%
7	1,599	12.2%
8	1,409	10.8%
9+	1,721	13.2%
Total	13,073	100.0%
Median	5.6 Rooms	

Source: 2011-2015 American Community Survey 5-Year Estimate (Table DPo4)

In terms of bedrooms, only 53.4% of all units have three or more bedrooms. The most common number of bedrooms per housing unit is two (at 31.2%), which is a higher percentage than that of the County and the State (23.6% and 26.1%, respectively). See Table 7, Number of Bedrooms per Housing Unit, 2013, for more detail.

**Table 7. Number of Bedrooms per Housing Unit, 2013**

Bedrooms	Number of Units	Percent of Total
Efficiency	112	0.9%

Bedrooms	Number of Units	Percent of Total
1	1,905	14.6%
2	4,073	31.2%
3	3,778	28.9%
4	2,603	19.9%
5+	602	4.6%
Total	13,073	100.0%

Source: 2011-2015 American Community Survey 5-Year Estimate (Table DPo4)

Table 8, Value of Owner-Occupied Housing Units, shows that the median home value in Lawrence Township increased between 2000 and 2015. The median value of owner-occupied homes in the Township in 2015 was \$285,000, which is greater than the median value of homes in Mercer County (\$276,500), but less than that of the State (\$315,900). In 2015, only 6.4% of homes were valued at less than \$100,000 compared with 15.1% in 2000. The large majority (66.4%) of homes in 2015 were valued between \$200,000 and \$500,000.

Based on the 2017 Illustrative Sales Prices for Housing Region 4 provided in Table 3, which are based on 2017 income limits, approximately 208 (2.5%) of 2015 owner-occupied housing units in Lawrence Township may be affordable to very low-income households (depending on the number of bedrooms in the unit). Approximately 438 of owner-occupied units (5.2%) (exclusive of units that may be affordable to very low-income households) may be affordable to low-income households, and approximately 737 units (8.7%) may be affordable to moderate-income households (excluding those units affordable to low- and very low-income households). In total, approximately 1,383 owner-occupied units, or 16.4% of owner-occupied units in the Township, may be affordable to low- and moderate-income households.

**Table 8. Value of Owner-Occupied Housing Units, 2000 and 2015**

Housing Unit Value	2000 Units	Percent	2015 Units	Percent
Less than \$50,000	98	1.3%	159	1.9%
\$50,000 to \$99,999	1,051	13.8%	377	4.5%
\$100,000 to \$149,999	1,904	24.9%	337	4.0%
\$150,000 to \$199,999	1,669	21.9%	974	11.5%
\$200,000 to \$299,999	1,624	21.3%	2,760	32.6%
\$300,000 to \$499,999	1,033	13.5%	2,857	33.8%
\$500,000 to \$999,999	180	2.4%	907	10.7%
\$1,000,000 or more	78	1.0%	86	1.0%
<b>Total</b>	<b>7,637</b>	<b>100.0%</b>	<b>8,457</b>	<b>100.0%</b>
<b>Median Value</b>	<b>\$169,400</b>		<b>\$285,000</b>	

Sources: 2000 Census (Tables Ho84 and Ho85); 2011-2015 American Community Survey 5-Year Estimate (Table DPo4)

The median gross rent in Lawrence Township in 2015 was estimated to be \$1,406, compared to \$1,132 across Mercer County. The vast majority of rental units in Lawrence Township, approximately 81%, had monthly gross rents greater than \$1,000 in 2015; 64.1% had rents between \$1,000 and \$2,000 and 16.9% had rents greater than \$2,000. See Table 9, Gross Rent by Housing Unit in Lawrence Township and Mercer County.

Based on the 2017 Illustrative Gross Rents for Housing Region 4 provided in Table 2, which are based on 2017 income limits, approximately 303 (7.8%) of 2015 renter-occupied housing units in Lawrence Township may be affordable to very low-income households (depending on the number of bedrooms in the unit). Approximately 934 rental units (23.9%) (exclusive of units that may be affordable to very low-income households) may be affordable to low-income households, and approximately 949 units (24.3%) may be affordable to moderate-income households (excluding those units affordable to low- and very low-income households). In total, approximately 2,186 renter-occupied units, or 56.0% of renter-occupied units in the Township, may be affordable to low- and moderate-income households.

**Table 9. Gross Rent by Housing Unit in Lawrence and Mercer County, 2015**

Gross Rent	Units in Lawrence	Percent of Total	Units in Mercer County	Percent of Total	Difference
Less than \$100	0	0.0%	475	0.3%	0.30%
\$100 to \$149	0	0.0%	501	0.3%	0.30%
\$150 to \$199	0	0.0%	970	0.6%	0.60%
\$200 to \$249	0	0.0%	3,832	2.2%	2.20%
\$250 to \$299	29	0.7%	1,698	1.0%	0.26%
\$300 to \$349	19	0.5%	1,438	0.8%	0.31%
\$350 to \$399	30	0.8%	1,774	1.0%	0.23%
\$400 to \$449	18	0.5%	1,592	0.9%	0.44%
\$450 to \$499	94	2.4%	1,992	1.2%	-1.21%
\$500 to \$549	0	0.0%	1,897	1.1%	1.10%
\$550 to \$599	0	0.0%	2,111	1.2%	1.20%
\$600 to \$649	19	0.5%	2,795	1.6%	1.11%
\$650 to \$699	8	0.2%	2,738	1.6%	1.40%
\$700 to \$749	71	1.8%	3,070	1.8%	-0.02%
\$750 to \$799	87	2.2%	3,339	1.9%	-0.33%
\$800 to \$899	141	3.6%	10,535	6.1%	2.49%
\$900 to \$999	155	4.0%	13,582	7.9%	3.93%
\$1,000 to \$1,249	863	22.1%	34,821	20.3%	-1.79%
\$1,250 to \$1,499	614	15.7%	27,265	15.9%	0.18%
\$1,500 to \$1,999	1,026	26.3%	26,103	15.2%	-11.07%
\$2,000 or more	661	16.9%	25,802	15.0%	-1.92%
No cash rent	71	1.8%	3,165	1.8%	0.00%
<b>Total</b>	<b>3,906</b>	<b>100.0%</b>	<b>46,501</b>	<b>100.0%</b>	
<b>Median Rent</b>	<b>\$1,406</b>		<b>\$1,132</b>		

Sources: Table B25063 Gross Rent; Table B25064 Median Gross Rent (Dollars), ACS 2011-2015

Housing is generally considered to be affordable if rents, mortgages, and other essential costs consume 28% or less of an owner-household's income or 30% or less of a renter-household's income. This percentage is lower for homeowners to account for the additional home maintenance costs associated with ownership. In Lawrence Township, 37.6% of all households in occupied units are expending more than 30% of their incomes on housing. The percentage of renter-occupied households expending more than 30% of their incomes on housing (50.9%) is substantially higher than that of owner-occupied households (31.6%). With

approximately half of all renters spending over 30% of income on housing, much of the Township’s existing rental housing appears unaffordable to the population.

**Table 10. Housing Affordability, 2015**

Monthly Housing Costs as Percent of Income	Owner-Occupied	% of Total	Renter	% of Total	All Occupied	% of Total
Less than 20 Percent	1,506	36.4%	760	33.7%	2,269	35.5%
20 to 29 Percent	1,183	28.6%	507	22.5%	1,687	26.4%
30 Percent or More	1,406	34.0%	841	37.3%	2,250	35.2%
Total	4,136	99.0%*	2,255	93.5%*	6,391	97.1%*

Source: Table S2503 Financial Characteristics, ACS 2009-2013

\*Remaining households, expressed as percent, have zero or negative income, or paid no cash rent.

In 2015, there were an estimated 80 units that had incomplete kitchen facilities and 38 units that were overcrowded (more than one occupant per room) and built before 1950, which may include some of the aforementioned units. It should be noted that overcrowding is often associated with substandard housing due to overuse of facilities. Overcrowded housing is often occupied by lower income households who share space to save on housing costs. These households may not be able to afford to maintain the home, leading to deteriorated conditions. There were zero units with incomplete plumbing facilities. Historically, the conditions mentioned in this paragraph have been indicators of housing deficiency, which are used to determine the number of units requiring rehabilitation.

**Table 11. Indicators of Housing Deficiency, 2015**

Indicator	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded, and Built Pre-1950
Number of Units	0	80	38

Source: 2011-2015 American Community Survey 5-Year Estimate (DP04, B25050)

## POPULATION CHARACTERISTICS

The population of Lawrence Township has grown substantially since 1990. Between 1990 and 2000, the Township’s population increased by 13.1%, which is nearly double the growth rate of Mercer County during the same decade. The Township continued to experience significant growth during the 2000s. Between 2000 and 2010, population increased by 14.8%, compared to 4.5% population growth in the County as a whole. Since 2010, the rate of growth in both the Township and the County has slowed. In 2015, the estimated population in Lawrence Township has generally remained consistent with 2010 levels. See Table 12, Population Change, for additional detail.



**Table 12. Population Change 1990 to 2015, Lawrence and Mercer County**

Government	1990	2000	Percent Change	2010	Percent Change	2015	Percent Change
Lawrence Township	25,787	29,159	13.1%	33,472	14.8%	33,357	-0.3%
Mercer County	325,824	350,761	7.7%	366,513	4.5%	370,212	1.0%

Source: U.S. Census 1990, 2000, 2010; NJ Dept. of Labor and Workforce Development, 2015 Annual Estimates

Between 2000 and 2015, there was a large increase in the numbers of Township residents approaching retirement age, as well as in senior residents. The most substantial growth was in the 55 to 64 age cohort, whose population grew nearly 74% between 2000 and 2015. This is a function of the aging baby boom. The number of residents between the ages of 25 and 44 years, typically representing families with school-aged children, decreased during the same time period. Lawrence Township’s aging population contributes to the increase in the median age from 36.7 in 2000 to 39.5 in 2015. See Table 13, Age of Population, 2000-2015, for additional detail.

**Table 13. Age of Population, 2000 to 2015**

Age Cohort	2000	Percent	2010	Percent	2015	Percent	% Change (2000-'15)
Under 5	1,678	5.8%	1,830	5.5%	1,702	5.1%	1.4%
5-14	3,584	12.3%	3,707	11.1%	3,941	11.8%	10.0%
15-24	4,683	16.1%	5,681	17.0%	5,182	15.5%	10.7%
25-34	3,865	13.3%	4,031	12.0%	3,729	11.2%	-3.5%
35-44	4,696	16.1%	4,684	14.0%	4,452	13.3%	-5.2%
45-54	4,239	14.5%	4,782	14.3%	4,750	14.2%	12.1%
55-64	2,461	8.4%	4,146	12.4%	4,274	12.8%	73.7%
65-74	1,915	6.6%	2,228	6.7%	2,765	8.3%	44.4%
75+	2,038	7.0%	2,383	7.1%	2,562	7.7%	25.7%
Total	29,159	100.0%	33,472	100.0%	33,357	100.0%	
Median Age	36.7		38.3		39.5		

Source: 2000 and 2010 US Census; 2011-2015 American Community Survey 5-Year Estimate (DP05)

## HOUSEHOLD CHARACTERISTICS

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. By comparison, a family is identified as a group of persons including a householder

and one or more persons related by blood, marriage or adoption, all living in the same household. In 2015, there were 12,363 households in the Township, with an average of 2.44 persons per household. There were average of 3.14 persons per family in 8,061 such households. Approximately 35% of the Township’s households are non-family households, which include individuals living alone. See Table 14, Household Composition, 2015.

**Table 14. Household Composition, 2015**

Household Type	Number of Households	Percent
<b>Family households</b>	8,061	67.9%
Married-couple family	6,578	53.8%
With Children under 18	2,968	21.6%
With No Children under 18	3,620	32.2%
Male householder, no spouse present	203	3.2%
With Own Children Under 18	31	0.5%
Without Own Children Under 18	172	2.7%
Female householder, no spouse present	1,063	10.9%
With Own Children Under 18	506	4.9%
Without Own Children Under 18	557	6.0%
<b>Nonfamily households</b>	4,302	32.1%
Householder living alone	3,569	28.8%
<b>TOTAL HOUSEHOLDS</b>	12,363	100.0%

Source: Table DP02. Selected Social Characteristics, ACS 2009-2013

### INCOME CHARACTERISTICS

Households in Lawrence Township have, on average, higher incomes than households in Mercer County. Median household income in 2015 in the Township was \$86,301. Comparable figures for the County and the State were \$72,804 and \$72,093, respectively. Table 15, Household Income, 2015, further illustrates these findings by noting the number of households in each income group. The Township’s poverty rates for individuals and families (6.0% and 3.9%, respectively) are less than half of the poverty rates for the County as a whole (11.5% and 8.0%, respectively). See Table 16, Individual and Family Poverty Rates, 2015, for the comparison.

**Table 15. Estimated Household Income in Lawrence and Mercer County, 2015**

Household Income	Lawrence	Percent	Mercer	Percent
Less than \$10,000	448	3.4%	8,075	6.2%
\$10,000-\$14,999	325	3.4%	4,748	3.6%
\$15,000-\$24,999	839	5.1%	10,335	7.9%
\$25,000-\$34,999	632	6.2%	9,469	7.3%
\$35,000-\$49,999	980	8.8%	13,049	10.0%
\$50,000-\$74,999	2,139	16.0%	21,112	16.2%
\$75,000-\$99,999	1,629	13.0%	15,729	12.0%
\$100,000-\$149,999	2,854	23.4%	21,487	16.5%
\$150,000-\$199,999	1,316	8.9%	11,462	8.8%
\$200,000+	1,201	11.8%	15,080	11.6%
Total	12,363	100.0%	130,873	100.0%
Median Income	\$86,301		\$72,804	

Source: Table DP03 Selected Economic Characteristics, ACS 2011-2015

**Table 16. Individual and Family Poverty Rates, 2015**

Government	Families	Individuals
Lawrence Township	3.9%	6.0%
Mercer County	8.0%	11.5%

Source: Tables S1702 and DP03, Poverty Status in Past 12 Months, ACS 2011-2015.

## EMPLOYMENT CHARACTERISTICS

Table 17, Employed Residents by Industry Sector, shows the distribution of employment by industry for employed Township residents. The four industries representing the largest concentrations of employed residents in 2015 were Educational Services, Health Care and Social Assistance with 26.2% of employed residents; Professional, Scientific, and Management, and Administrative and Waste Management Services with 15.6%; Manufacturing with 9.7%; and Financing and Insurance, Real Estate, Rental, and Leasing with 9.4%.

**Table 17. Employed Residents by Economic Sector, 2013**

Industry	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	31	0.2%
Construction	632	3.7%
Manufacturing	1,678	9.7%
Wholesale Trade	394	2.3%
Retail Trade	1,447	8.4%
Transportation and Warehousing, and Utilities	530	3.1%
Information	331	1.9%
Financing and Insurance, and Real Estate, Rental, and Leasing	1,621	9.4%
Professional, Scientific, and Management, Administrative and Waste Management Services	2,690	15.6%
Educational Services, and Health Care and Social Assistance	4,521	26.2%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	1,491	8.6%
Public Administration	1,132	6.6%
Other	754	4.4%
<b>Total</b>	<b>17,252</b>	<b>100.0%</b>

Source: Table DPO3 Selected Economic Characteristics, ACS 2011-2015

Table 18, Employed Residents by Occupation, 2015, identifies the occupations of employed residents in Lawrence Township. While Township residents work in a variety of industries, more than half (52.2%) of employed residents work in Management, Business, Science, and Arts occupations and 23.6% are employed in Sales and Office occupations.

**Table 18. Employed Residents by Occupation, 2015**

Occupation	Number	Percent
Management, Business, Science, Arts	8,997	52.2%
Services	2,354	13.6%
Sales and Office Functions	4,064	23.6%
Natural Resources, Construction, Maintenance	853	4.9%
Production, Transportation, Material Moving	984	5.7%
<b>Total</b>	<b>17,252</b>	<b>100.0%</b>

Source: Selected Economic Characteristics, ACS 2011-2015 (Table DPO3)

Since 2010, the size of the Township’s labor force has increased with most of the growth occurring only since 2014. The Township’s unemployment rate fell below 5% in 2014 and further decreased to 3.4% by 2016. Therefore, despite recent the growth in labor force

participation, the Township’s unemployment rate has continued to decrease a positive trend. Table 19, Change in Employment Since 2010, illustrates these trends.

**Table 19. Change in Employment Since 2010**

Year	Labor Force	Employment	Unemployment	Unemployment Rate
2010	18,611	17,410	1,201	6.5%
2011	18,538	17,335	1,203	6.5%
2012	18,570	17,356	1,214	6.5%
2013	18,487	17,431	1,056	5.7%
2014	18,578	17,732	846	4.6%
2015	18,951	18,243	708	3.7%
2016	19,176	18,523	653	3.4%

Source: NJ Department of Labor and Workforce Development

The number of jobs in Lawrence Township is higher than the number of working age residents in the labor force, making the municipality a jobs center. The New Jersey Department of Labor tracks covered employment throughout the State. Covered employment data includes only those jobs for which unemployment compensation is paid. By definition it does not include the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers. See Table 20, Covered Employment Estimates in Lawrence and Mercer County, for additional detail.

**Table 20. Covered Employment Estimates in Lawrence and Mercer County**

Year	Lawrence	Mercer County	Lawrence as % of Mercer County
2006	23,539	226,390	10.4%
2010	23,618	224,170	10.5%
2016	25,279	243,906	10.4%

Source: New Jersey Department of Labor, Quarterly Census of Employment and Wages

The retail trade and health/social services industry sectors represented the largest concentration of jobs in the Township, with 4,030 and 3,465 average annual jobs in 2016, respectively. Table 21, Employment by Industry Sector, 2016, provides additional employment information for those persons employed in Lawrence Township.

Table 21. Covered Employment by Industry Sector, 2016

Category	Employment					Wages	
	March	June	Sept.	Dec.	Average	Annual	Weekly
PRIVATE SECTOR							
Construction	510	550	537	555	537	\$99,461	\$1,913
Manufacturing	434	450	452	447	447	\$74,628	\$1,435
Wholesale Trade	202	221	226	229	219	\$70,483	\$1,355
Retail Trade	3,844	3,876	4,086	4,591	4,030	\$31,945	\$614
Finance/Insurance	642	655	649	641	646	\$107,660	\$2,070
Real Estate	433	444	432	442	435	\$67,405	\$1,296
Admin/Waste Remediation	2,018	2,069	1,990	2,013	2,006	\$35,448	\$682
Health/Social	3,432	3,469	3,498	3,521	3,465	\$47,635	\$916
Arts/Entertainment	300	348	305	281	304	\$15,558	\$299
Accommodations/Food	1,616	1,726	1,624	1,721	1,650	\$18,647	\$359
Other Services	483	487	476	506	494	\$35,902	\$690
Subtotal/Average	23,684	24,080	24,099	24,898	23,990	\$78,827	\$1,516
PUBLIC SECTOR							
Federal Government	81	73	73	75	76	\$80,317	\$1,545
State Government	250	242	230	227	238	\$78,712	\$1,514
Local Government	1,069	1,063	988	1,077	974	\$62,252	\$1,197
Subtotal/Average	1,400	1,378	1,291	1,380	1,288	\$73,760	\$1,418
Total Covered Employment	25,084	25,458	25,390	26,277	25,279		

Source: New Jersey Department of Labor, Quarterly Census of Employment and Wages

As Table 22, Journey to Work, shows, 74.8% of the Township's employed residents drive to work alone compared to 72.2% in Mercer County and 71.9% in New Jersey as a whole. The number of residents driving to work alone is consistent with the suburban context of the Township and nearby employment centers.

**Table 22. Journey to Work, 2015**

Mode	Lawrence Township	Mercer County	New Jersey
Drive Alone	74.8%	72.2%	71.9%
Carpool	8.5%	9.6%	8.1%
Transit	6.1%	8.1%	11.1%
Walk	2.3%	3.1%	3.1%
Other	1.1%	2.0%	1.9%
Work at Home	7.2%	5.1%	4.0%

Source: 2011-2015 American Community Survey: Selected Economic Characteristics (DP03)

Approximately one-third (33.7%) of households in Lawrence Township only have one vehicle and 5.3% have no vehicle available. Some one-car households likely comprise the approximately 29% of Township residents who live alone. For one-car households with more than one adult and households with no car, the lack of available vehicles in a suburban context such as Lawrence Township is typically an indicator of lower income households and implies difficulty in traveling to jobs, community services and commercial establishments. See Table 23, Available Vehicles by Household, 2015.

**Table 23. Available Vehicles by Household, 2015**

Vehicles	Number	Percent
None	659	5.3%
One	4,165	33.7%
Two	5,212	42.2%
Three +	2,327	18.8%
Total	12,363	100.0%

Source: 2011-2015 American Community Survey: Selected Housing Characteristics (DP04)

The most common commuting destination of employed Township residents is neighboring Princeton Borough (9.8%), followed by Trenton (5.2%). As shown in Table 24, Top Ten Commuting Destinations for Lawrence Township Residents, many of the top employment destinations for residents are in Mercer County or other major urban centers in the region. However, the large majority of residents (75%), commute to dispersed locations.

**Table 24. Top Ten Commuting Destinations for Lawrence Township Residents, 2014**

Destination	Jobs	Percent
Princeton, NJ	1,490	9.8%
Trenton, NJ	791	5.2%
New York City, NY	616	4.1%
New Brunswick, NJ	171	1.1%
Philadelphia, PA	167	1.1%
Newark, NJ	154	1.0%
Mercerville, NJ	135	0.9%
Pennington, NJ	108	0.7%
Jersey City, NJ	106	0.7%
Hamilton Square, NJ	66	0.4%
All Other Locations	11,382	75.0%

Source: US Census, Center for Economic Studies, Longitudinal Employer-Household Dynamics, 2014

### POPULATION PROJECTIONS

The Delaware Valley Regional Planning Commission (“DVRPC”), the Metropolitan Planning Organization that contains Lawrence Township as well as the remainder of Mercer County, publishes population and employment projections for the region. DVRPC projects that the Township’s population and employment will increase by 4.2% and 7.2%, respectively, from 2015 to 2045. As Table 25, *Population and Employment Projections*, shows, these rates are lower than for the County as a whole.

**Table 25. Population, Household, and Employment Projections, 2015 to 2045**

	Lawrence Township			Mercer County		
	2015	2045	% Change	2015	2045	% Change
Population	33,242	34,645	4.2%	371,398	402,283	8.3%
Employment	28,005	30,015	7.2%	286,295	310,084	8.3%

Source: Delaware Valley Regional Planning Commission

The Fair Housing Act requires that housing plans include a ten-year projection of new housing units based on the number of building permits, development applications approved, probable developments, and other indicators deemed appropriate (*N.J.S.A. 52:27D-310.b*). Annual building permit issuance for residential new construction in Lawrence Township



averaged approximately 111 units between 2000 and 2016. However, building permit issuance substantially decreased during the years 2009 through 2015, which was likely the result of the Great Recession. During those seven years, a total of only 21 residential units were issued new construction permits in the Township, or an annual average of approximately 3 units. In contrast, between 2000 and 2008, annual building permit issued for new residential construction averaged approximately 195 units. Data for 2016 suggests that the rate of building permits issuance is beginning to increase. However, as will be seen in the Fair Share Plan section of this document, Lawrence lacks the land resources to address its affordable housing obligation and this factor will reduce overall growth in Lawrence to a much lower figure than pre-Recession levels. Table 26, Past Housing Activity, indicates new residential permits issued from 2000-2016.

**Table 26. Past Housing Activity**

Year	Building Permits Issued
2000	296
2001	206
2002	332
2003	418
2004	96
2005	231
2006	41
2007	19
2008	119
2009	3
2010	2
2011	0
2012	4
2013	4
2014	7
2015	1
2016	104
<b>Total</b>	<b>1,110 dwellings</b>
<b>Average per Year</b>	<b>111</b>

*Source: NJDCA Construction Reporter, Building Permits, Yearly Summary Data, and Housing Units Authorized by Building Permits for New Construction*

The number of units required to address the realistic development potential described in the Fair Share Plan section of this document includes 650 total units, or 93 per year until 2025.

Other infill development of four units per year plus the Green Acres Country Club subdivision of 97 units would add an average of 14 units per year for a total projection of 775 units or an annual average of 111 units – coincidentally the average over the past decade and a half.

#### **CONSIDERATION OF LAND FOR AFFORDABLE HOUSING**

As Lawrence Township has matured as a suburb, undeveloped land available for housing that meets suitability criteria has become scarce. Accordingly, this document includes a vacant land analysis as part of the Housing Plan. This analysis determined the municipality lacked the land resources necessary to fully meet its Third Round allocation. These factors led the Township to review possible redevelopment areas, or densification of existing development in locations accessible to the transportation network, services, and satisfaction of personal needs. The focus of this analysis resulted in the close examination of sites centered on the Rt. 1 and I-95/I-295 highway corridors.

Because of the densities involved, affordable housing requires public sanitary sewer, which is controlled by law and administrative rules to ensure the quality of water, both ground and surface water. About one-third of Lawrence is located in areas outside of the sanitary sewer service area. Though those areas contribute to the Township's realistic development potential, they offer no solution to finding appropriate locations for affordable housing. Consequently, land for affordable housing was reviewed for suitability only within the sanitary sewer service area.

Map 1, Environmental Constraints, following page, depicts environmentally sensitive land and the sanitary sewer service area.

### Map 1. Lawrence Environmental Constraints



Clarke Caton Hintz  
 Architecture  
 Planning  
 Landscape Architecture

# Environmental Constraints w/ Sewer Service Areas

LOCATION: Lawrence Township, Mercer County, NJ | DATE: December 2017

## FAIR SHARE PLAN

### LAWRENCE'S AFFORDABLE HOUSING OBLIGATION

In its March 10, 2015 decision, the New Jersey Supreme Court directed that the methods of determining municipal allocation be substantially similar to the calculations used in the First and Second Round rules. The New Jersey Supreme Court also upheld certain bonuses and methods that were only instituted during the Third Round, such as the extension of expiring affordability deed restrictions, redevelopment bonuses, and others. Consequently, the methods and means of crafting a housing element include both the Second Round rules, the small parts of the Third Round rules found constitutionally compliant by the Court, and statutory changes, such as the elimination of the use of regional contribution agreements.

Since the January 2017 New Jersey Supreme Court ruling on the “gap period”, housing plans must address the four main components of a municipality’s affordable housing obligation. These include the Rehabilitation Share to improve substandard housing occupied by the target population, the Prior Round for new construction from 1987 to 1999, the Gap Period Present Need for new construction (1999-2015), and the Prospective Need, or the Third Round’s future new construction demand (2015-2025).

Existing substandard affordable housing demand is defined in the Second Round rules as the sum of the “indigenous need” and the “reallocated present need”. However, this was modified by the Court such that the reallocated present need was no longer required to be assigned to municipalities in the region. Reallocated present need was the reassignment of units where excess indigenous need in one municipality is shifted to other municipalities where their need was lower than the regional average. This total is called the “present need” in the Second Round rules but in this document is called the Rehabilitation Share which has been the more common usage in the Third Round. COAH’s elimination of the reallocated present need was first upheld by the Appellate Division on October 8, 2010<sup>10</sup>.

The cumulative affordable housing obligation is called the “prior cycle fair share” in the Second Round rules and it represents the new construction component of the First and Second Rounds together. However, this term tends to be confused with “prior cycle credits” which are credits granted by COAH for affordable housing from the early 1980’s. Consequently, in this document it will be called the Prior Round Obligation that occurs in the time period of 1987-1999.

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<sup>10</sup> - 416 N.J. Super. 462, (App. Div. 2010)

### Settlement Agreements

As noted, Lawrence Township has entered into two separate settlements - with FSHC, an interested party identified by the New Jersey Supreme Court and with Brandywine Realty Trust, an intervenor in the Township’s declaratory judgment matter. In the FSHC agreement, the Township’s Rehabilitation Share, Prior Round obligation, and Third Round obligation have been agreed to by the parties. The Third Round obligation includes both the Gap Present Need and Prospective Need allocations. The FSHC agreement as approved by the Court is attached as Appendix A; the Brandywine agreement is attached as Appendix B. At a fairness hearing on the settlement agreements held on July 5, 2017 before Judge Jacobson and reflected in the Court’s Order on Fairness and Preliminary Compliance Hearing (Appendix C) of the same date, Lawrence’s obligation is as follows:

**Table 26. Lawrence Affordable Housing Allocation, Third Round Summary**

Affordable Housing Component	Number
Rehabilitation Share	73
Prior Round Obligation	891
Third Round Obligation	1,110
Total Obligation	2,074

*Source:* David N. Kinsey, PhD, PP, FAICP, New Jersey Low and Moderate Income Housing Obligations for 1999-2025 Calculated Using the NJ COAH Prior Round (1987-1999) Methodology, May 2016, as adjusted per the settlement agreement

While the courts have yet to set municipal fair share obligations for the entire region, the Township can move forward by virtue of the Court-approved Settlement Agreement, which establishes the Township’s Rehabilitation Share of 73 units.

The Prior Round obligation follows the New Jersey Supreme Court’s 2013 decision affirming the validity of the cumulative 1987 through 1999 affordable housing obligation. This time period corresponds to the First and Second Rounds of affordable housing. Lawrence’s Prior Round obligation is 891 units as previously calculated by COAH.

The Township’s 1,110-unit Third Round obligation includes both the Gap Present Need obligation and the Third Round Prospective Need obligation in accordance with the New Jersey Supreme Court’s January 2017 decision and has been adjusted through the settlement agreement with FSHC and as approved by the Superior Court.

Although the Settlement Agreement established a Third Round obligation of 1,110 units, the Township received Court approval of its request for a vacant land adjustment as a result of limited vacant and developable land in the Township. Pursuant to an analysis of all vacant land in the Township conducted in accordance with *N.J.A.C. 5:93-4.2*, a number of sites were identified as generating a Realistic Development Potential (“RDP”). Based on these sites, the Township’s Third Round RDP was determined to be 696 units resulting in a Third Round

unmet need of 414 units (1,110 – 696 = 414). The sites making up the RDP are included in Appendix D.

Additionally, as indicated in the Settlement Agreement with FSHC, should the Third Round obligation of 1,110 units be reduced beyond 20% (to 888 or less) by a court of competent jurisdiction or an administrative agency responsible for implementing the FHA, the Township reserves the right to apply any surplus Third Round credits towards future fair share obligations. Despite any such reduction in the Township’s obligation, Lawrence will implement all mechanisms outlined in this housing plan to address its affordable housing obligations.

**REHABILITATION SHARE**

*N.J.A.C. 5:97-6.2(a)*, identifies the purpose of a rehabilitation program as the renovation of deficient housing units occupied by low and moderate income households. In *N.J.A.C. 5:97-1.4*, deficient housing units are those, “with health and safety code violations that require the repair or replacement of a major system” ...being, “weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.”

Between April 1, 2010 and May 5, 2017, Lawrence rehabilitated 19 owner-occupied housing units at a total hard cost of \$356,182, or \$18,746 per unit. Table 27, Rehabilitation Program, 2013-2017, provides a summary of Lawrence’ rehabilitation efforts since April 2010.

**Table 27. Rehabilitation Program, 2013-2017.**

No.	System Rehabbed <sup>(1)</sup>	Contract Cost <sup>(2)</sup>	Final Inspection Date	Affordable Controls
1	3	\$15,460	7/10/2013	10 yrs.
2	3	\$18,389	11/22/2013	10 yrs.
3	1	\$24,110	11/25/2013	10 yrs.
4	1	\$14,350	3/14/2014	10 yrs.
5	1	\$25,720	1/13/2014	10 yrs.
6	1	\$23,861	6/20/2014	10 yrs.
7	1	\$17,450	6/20/2014	10 yrs.
8	3	\$17,400	10/30/2014	10 yrs.
9	1	\$19,950	12/10/2014	10 yrs.
10	8	\$15,700	2/5/2015	10 yrs.
11	3	\$21,200	3/6/2015	10 yrs.
12	3	\$22,900	4/11/2015	10 yrs.
13	3	\$14,550	7/10/2015	10 yrs.
14	6	\$14,500	10/20/2015	10 yrs.

No.	System Rehabbed <sup>(1)</sup>	Contract Cost <sup>(2)</sup>	Final Inspection Date	Affordable Controls
15	3	\$16,500	11/20/2015	10 yrs.
16	3	\$22,267	11/6/2015	10 yrs.
17	3	\$24,850	11/6/2015	10 yrs.
18	6	\$19,830	5/22/2016	10 yrs.
19	3	\$7,195	5/18/2017	10 yrs.
<b>Total</b>			<b>\$356,182</b>	
<b>Average</b>			<b>\$18,746</b>	

Source: Lawrence Affordable Housing Administrator.

(1) - 1 = roof; 2 = plumbing, water supply; 3 = heating; 4 = electrical; 5 = plumbing, sanitary; 6 = load bearing systems; 7 = lead paint abatement; 8 = weatherization.

(2) - Hard cost only.

Additional documentation on the units rehabilitated is contained in Appendix E. The municipality’s goal will be to rehabilitate an additional 54 units over the next seven years. It is anticipated that sufficient revenue will be generated from the affordable housing development fee to fund the rehabilitation program as detailed in the Spending Plan, attached as Appendix F. Administrative services will be provided by the Township’s Affordable Housing Administrator. The continuing rehabilitation program will adhere to the regulations in *N.J.A.C. 5:97-6.2* as detailed below. The criteria to be met are paraphrased in *italics* along with the Township’s responses:

1. *Rehabbed to code.* The standard for evaluating rehabilitation activity shall be the Uniform Construction Code (*N.J.A.C. 5:28*), Rehabilitation Subcode (*N.J.A.C. 5:23-6*) and BOCA Property Maintenance Code in effect at the time of evaluation. The rehabilitation activity will renovate one or more major building systems in accordance with the rule and shall not include luxury improvements, the purchase of appliances (with the exception of stoves) or improvements that are strictly cosmetic.
2. *Occupied by eligible households at time of rehabilitation.* Units shall be occupied by income eligible households and shall be so certified by the Lawrence Affordable Housing Administrator before any contract is executed.
3. *Appropriate affordability controls were enacted.* The length of affordability controls shall be at least ten years for both owner-occupied and renter-occupied dwellings or in the alternative, a perpetual lien against the property that is repaid to the issuing agency at the time of the first sale of the property following the completion of the rehabilitation work, with such funds deposited into the Township’s affordable housing trust fund.
4. *Administration.* The municipality anticipates that the Lawrence Affordable Housing Administrator will continue to operate the program. There is no expected change



- in the advertisement and processing of applications from income eligible households as the Housing Plan progresses.
5. *Rental units must be included in the program.* The program is open to eligible owner-occupied units and to the landlords of renter-occupied units. To date no landlord has applied to the program.
  6. *Submission of a rehabilitation manual.* The rehabilitation manual includes length of controls, income qualification criteria, financing terms, amount of money available, eligible repairs, program marketing, staff responsibilities, and application intake procedures. The rehabilitation manual is attached as Appendix G.

The program is intended to continue until the municipality's 73-unit obligation is satisfied. As noted, 54 additional units are necessary to meet that obligation. The municipality will also contact Mercer County's Division of Housing and Community Development to determine if they can assist Lawrence in the rehabilitation program under their similar HOME Investment Partnership Program. The Township may gain credits through their program and if credits are available will record them in the CTM monitoring system. To the degree that there are credits available and approvable from Mercer County, the Township will reduce its activities.

#### **PRIOR ROUND OBLIGATION**

COAH permits new construction credits, reductions, and bonuses to address the Prior Round obligation. In accordance with *N.J.A.C. 5:93-5.6(e)*, the provision of affordable housing is required to be based on the issuance of permanent certificates of occupancy for new residential units. The Township has addressed the entirety of its 891-unit Prior Round obligation with a combination of RCA's, 100% affordable developments, alternative living arrangements, inclusionary housing developments and rental bonus credits. In determining the obligation of the Prior Round, existing COAH rules require that the Township establish the maximum number of age-restricted affordable units<sup>11</sup> and the minimum number of affordable rental units<sup>12</sup> using the formulas in Table 28.

**Table 28. Formulas Applicable to the Prior Round Obligation**

**Minimum Rental = 223 units**

$$\begin{aligned} &.25 (\text{prior round obligation} - 20\% \text{ cap} - 1,000 \text{ unit cap}) = \\ &.25 (891 - 0 - 0) = .25 (891) = 222.75 \text{ rounded up to } 223 \text{ units.} \end{aligned}$$

**Maximum Rental Bonus = 223 units**

No more than the minimum rental obligation = 222.75 units, rounded up to 223 units

**Maximum Senior Units w/RCA's (N.J.A.C. 5:93-6.1(b)1) = 185 Units**

$$.25 (\text{prior round obligation} - \text{RCA's}) =$$

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<sup>11</sup> - *N.J.A.C. 5:93-6.1(b)1* - revised per COAH Second Round policy

<sup>12</sup> - *N.J.A.C. 5:93-5.15(a)*

$$.25 (891 - 150) = .25(741) = 185.25 \text{ units, rounded down to 185 units}$$

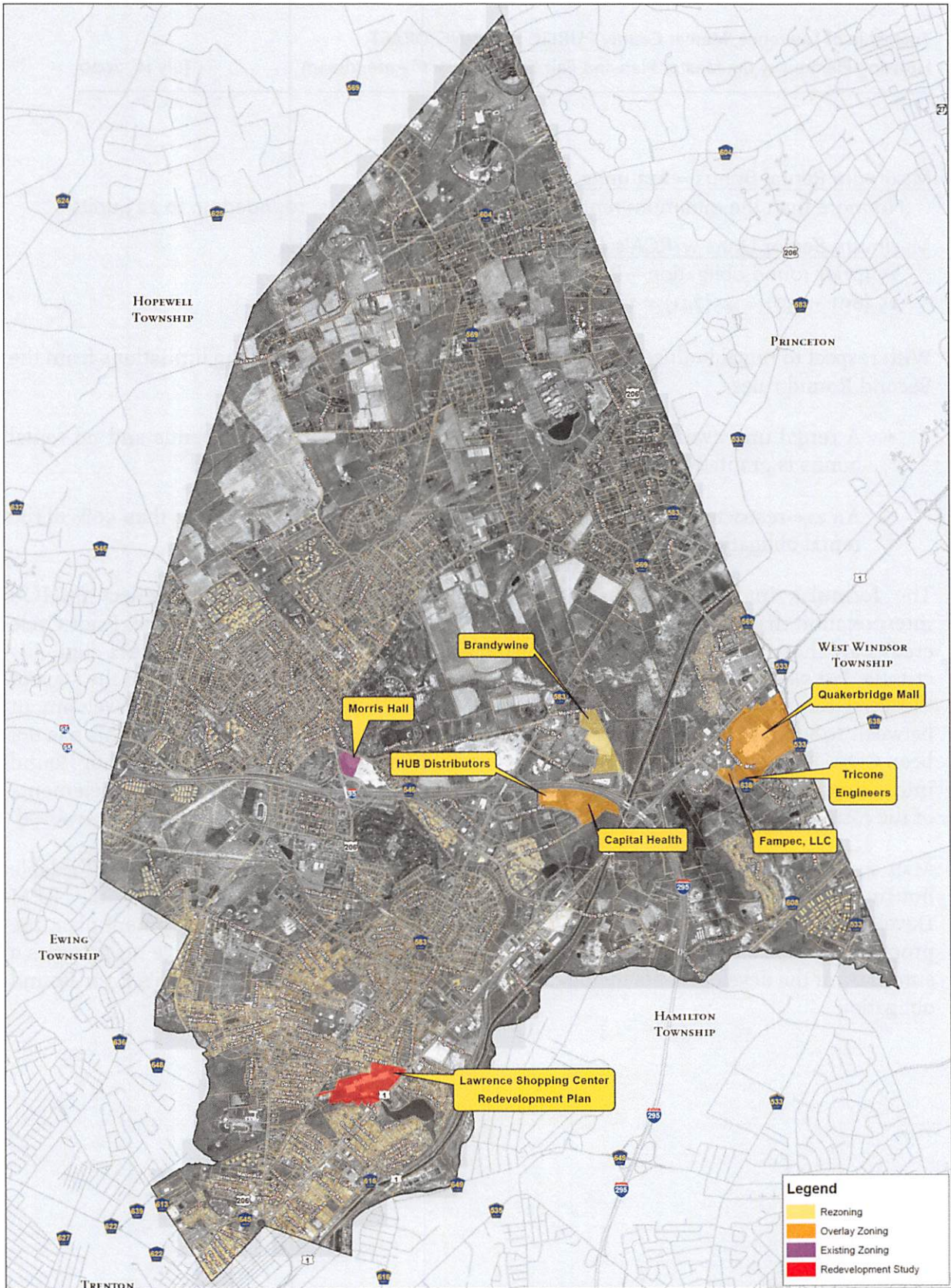
With respect to rental bonuses, the housing plan adheres to the following limitations from the Second Round rules:

- A rental unit available to the general public receives one rental bonus and no rental bonus is granted in excess of the Prior Round rental obligation;
- An age-restricted rental unit receives a 0.33 rental bonus, but no more than 50% of the rental obligation shall receive a bonus for age-restricted rental units; and

The formulas in Table 28 attributable to the Prior Round obligation reflect FSHC's interpretation that Prior Cycle credits may not be applied as unrestricted credits. Prior Cycle credits are those due from affordable housing activities that otherwise meet COAH eligibility criteria, but were occupied between April 1, 1980 and December 15, 1986, before the start of the First Round or during the Prior Cycle. Specifically, FSHC views age-restricted affordable housing development between 1980 and 1986 as counting towards the limit on age-restricted housing. This has not been COAH's position. Effectively, FSHC's viewpoint merges the Prior Cycle and Prior Round into a single obligation before 1999. Because of this interpretation, the Prior Cycle elements of the formulas attributable to Prior Round obligations as established by COAH are removed.

Map 2, Affordable Housing Sites, on the following page, identifies all of the affordable housing sites discussed in the Third Round Housing Plan. Following Map 2, Table 29 provides a summary of the developments included to address the entirety of the Township's Prior Round obligation.

## Map 2. Affordable Housing Sites



Clarke Caton Hintz ● ● ■  
 Architecture  
 Planning  
 Landscape Architecture

# Affordable Housing Sites and Zoning

LOCATION:  
 Lawrence Township, Mercer County, NJ

DATE:  
 December 2017

**Table 29. Satisfaction of the Prior Round Obligation**

Prior Round Obligation	891	Bonuses	Rental	Senior
<b>REGIONAL CONTRIBUTION AGREEMENT</b>				
Trenton (Avalon Bay)	62			
Trenton (Yorkshire Village) (88 of 98 units)	88			
Subtotal	150	0	N/A	0
<b>ALTERNATIVE LIVING ARRANGEMENTS</b>				
Allies, Inc.	6	6	6	
The ARC Mercer (Lawrence Rd.)	6	6	6	
The ARC Mercer (Vanderveer Dr.)	4	4	4	
The ARC Mercer (Darrah Lane)	4	4	4	
Community Options, Inc. (Federal City Rd.)	3	3	3	
Community Options, Inc. (Texas Ave.)	3	3	3	
Service Center of New Jersey	4	4	4	
Subtotal	30	30	30	0
<b>100% AFFORDABLE HOUSING CONSTRUCTED</b>				
Brookshire (24 of 117)	24		24	24
Lawrence Plaza*	161		161	161
Subtotal	185	0	185	185
<b>INCLUSIONARY HOUSING CONSTRUCTED</b>				
Avalon Run	64	64	64	
Avalon Run East	31	31	31	
Eagles Chase	40			
Lawrence Square Village	159			
Steward's Crossing	36	36	36	
Stonerise	12			
Tiffany Woods	23			
Subtotal	365	131	131	0
<b>TOTALS</b>	<b>730</b>	<b>161</b>	<b>346</b>	<b>185</b>
<b>Total Units and Credits</b>	<b>891</b>			

\*-Lawrence Plaza was originally credited as prior cycle credits.

Lawrence meets its required minimum rental unit obligation of 223 units with 346 such units as indicated in Table 29. The Township does not surpass its limitation of 185 senior units as this is the number proposed to address the Prior Round obligation. Lawrence seeks 161 rental bonus credits of which 30 are from alternative living arrangements and 131 from inclusionary development. All units for which bonus credit is sought have been constructed. All units meeting the Prior Round obligation were previously approved by COAH in the 2008 Third Round Housing Element and Fair Share Plan. Descriptions of the various projects are as follows:

### **Regional Contribution Agreements**

#### *Avalon Bay*

The Avalon Bay development was approved for 312 market-rate residential units with a 62-unit RCA with the City of Trenton. This site is located on Block 4201, Lot 11.01, a 108-acre site. These units were transferred for a price of \$25,000 for each unit for a total cost of \$1,550,000, which was made in three payments. COAH approved the RCA on March 3, 2004. The Township's Second Round Fair Share Plan originally included 53 on-site units in this development; these were later substituted for the 62 unit RCA as part of the Township's Second Round amended Fair Share Plan. The RCA contributes 62 credits toward the Prior Round obligation.

#### *Yorkshire Village*

The Yorkshire Village development is a 490-unit residential development that funded a 98-unit RCA with the City of Trenton at a per unit price of \$20,000 and a total cost of \$1,960,000. COAH approved the RCA on September 6, 2000. Yorkshire Village was first included in the Township's Second Round amended housing plan. This development is located on a 145-acre tract in Block 5201 now containing a myriad of subdivided lots. All funds have been paid to the City. The Township is utilizing 88 credits toward the Prior Round obligation from the RCA.

### **Alternate Living Arrangements**

#### *Allies, Inc.*

This alternative living facility is located at 746 President Avenue on Block 1606, Lots 27-30. It contains six bedrooms for rent to low-income residents. The facility has 20-year affordable controls and received a final certificate of occupancy in May 2000. The property is a 0.40-acre lot in the R-4 district. The site is not located in a workforce housing census tract. The facility is administered by the provider. The site was approved by COAH as part of the Township's certified 2008 housing plan. This project will contribute one credit for each of the six bedrooms and is also eligible for six rental bonuses.

#### *The ARC of Mercer (Lawrence Road)*

This alternative living facility is located at 2013 Lawrence Road and contains six bedrooms. The property, Block 2801, Lot 25, is a 0.46-acre lot in the R-2B district. The site is not located

in a workforce housing census tract. The facility has been in place since 1997 and has 20-year affordability controls. The affordable units are administered by the provider. The site was approved by COAH as part of the Township's 2008 housing plan. This project will contribute one credit for each of the six bedrooms and is also eligible for six rental bonuses for the Prior Round.

***The ARC of Mercer (Vanderveer Drive)***

This group home is an ARC alternative living facility located at 8 Vanderveer Drive, on Block 3201, Lot 11 and was formerly known as St. John's Community Center. The facility has four bedrooms for rent to low-income individuals and has been occupied since August 1, 1987 (date of certificate of occupancy). The site was approved by COAH as part of the Township's 2008 Third Round housing plan. This project will contribute one credit for each of the four bedrooms and is also eligible for four rental bonuses for the Prior Round.

***The ARC of Mercer (Darrah Lane)***

This alternative living facility is located at 19 East Darrah Lane and contains four bedrooms. The property is also known as Block 3201, Lot 1. The site is a quarter-acre lot in the R-3 district. The property has 20-year affordability controls in place, and was approved by COAH as part of the Township's certified Third Round plan. The facility is administered by the provider.

***Community Options (Federal City Road)***

This alternative living facility has three low-income rental units located at 137 Federal City Road on Block 2005, Lot 8, a 0.69-acre site. The facility was occupied on June 23, 1992 (date of final certificate of occupancy). This site was included in the Township's previously certified Second and Third Round Fair Share Plans. This project will contribute one credit for each of the three bedrooms and is also eligible for three rental bonuses.

***Community Options (Texas Avenue)***

This alternative living facility has three low-income rental units located at 50 Texas Avenue on Block 2005, Lot 14.01. The facility was occupied on August 7, 1996 (date of final certificate of occupancy). The site was certified in the Township's Second Round Housing Element and Fair Share Plan for three units. This project will contribute one credit for each of the three bedrooms and is also eligible for three rental bonuses for the Prior Round.

***Service Centers of New Jersey***

This alternative living facility contains four bedrooms. It is located at 138 Darrah Lane on Block 3004, Lot 133. The site is not located in a workforce housing census tract. The property is 0.71 acres and is located in the R-3 district. The facility is administered by the provider. The property has 20-year affordability controls in place, and was approved by COAH as part of the Township's certified Third Round plan.

## **100% Affordable Housing Development - Constructed**

### ***Brookshire Senior Apartments***

This project consists of 117 affordable age-restricted rental units. The site is located on Block 3301, Lot 2.01, an 8.39-acre tract at 3 Forest Ridge Drive. The final certificate of occupancy was issued for this development on June 10, 2004. The units consist of 59 low-income units (9 efficiencies, 50 one-bedroom) and 58 moderate-income units (8 efficiencies, 50 one-bedroom). Thirty year affordability controls are in place.

The site was originally approved by both the Township and COAH for an inclusionary age-restricted development that would have included 15 affordable age-restricted units. However, in 2001 the Zoning Board approved a use variance and amended site plan converting the project to a 100% affordable development consisting of 117 age-restricted rental units. The change was a result of the developer receiving 4% tax credits through the NJ Housing Mortgage and Finance Agency (“HMFA”). Federal regulations require that developments financed with 4% tax credits must be affordable to households below 60% of the area’s median gross income. This site was included in the 2008 certified housing plan.

Due to the maximum number of age-restricted units that may be used to satisfy the Prior Round obligation (185 units), only 24 of the units in this project will be used in the Prior Round; the remaining 93 units will be utilized in the Third Round. Each of these 24 units will contribute one credit towards the Prior Round and the rental obligation.

### ***Lawrence Plaza***

This project is a 161-unit low- and moderate-income senior rental housing development located on Block 2001, Lot 17, a 7.57-acre lot located at 2350 Princeton Pike next to the Lawrence Shopping Center. The units consist of 145 one-bedroom low-income units and 16 two-bedroom low-income units. The site was financed by the HMFA with project-based Federal Section 8 rental subsidies. The final certificate of occupancy was issued in July 1980. Forty-year affordability controls are in place, effective November 1980. This project was included in the Township’s previously certified Housing Element for prior cycle credits and will contribute 161 credits toward the Prior Round obligation.

## **Inclusionary Housing - Constructed**

### ***Avalon Run***

Avalon Run, previously known as TCR - Town Run West, is located on Block 4201, a 19.62-acre tract located on Grovers Mill Road across from the Quaker Bridge Mall. There are a total of 426 units on the site, with 64 affordable units. Thirty-seven of the affordable units are low-income units, including 17 one-bedroom units, 15 two-bedroom units, and 5 three-bedroom units. The remaining 27 units are moderate-income units consisting of 15 one-bedroom units, 7 two-bedroom units, and 5 three-bedroom units.



The first certificate of occupancy was issued for this development on February 28, 1994 and the last was issued on January 23, 1995. This project was included in the Township's previously certified Housing Plan. Affordability controls had been in place for this development for 20 years but expired in 2014. This project will contribute 64 units plus 64 rental bonuses for a total of 128 credits and bonuses to help address the Prior Round obligation.

### *Avalon Run East*

Avalon Run East, previously known as TCR-Town Run East, was approved for 312 units, of which 31 are affordable family rental units. There are 11 low-income units and 20 moderate-income units. Of the low-income units, four have one-bedroom, five have two-bedrooms and two have three-bedrooms. Ten of the moderate-income units have one-bedroom, six have two-bedrooms, and four have three bedrooms. The site is located at Block 4201, Lot 10.62, a 27.13-acre lot on Quakerbridge Road. The first certificate of occupancy was issued for this development on May 8, 1996 and the last was issued on November 12, 1996. This project was included in the Township's previously certified housing plan.

Twenty year affordability controls were in place for this development and have now expired. Each of the 31 affordable units in the development will contribute one credit plus one rental bonus toward the Prior Round obligation for a total of 62 credits and bonuses.

### *Eagles Chase*

Eagles Chase (formerly known as Levitt Homes) was approved for 204 units, of which 41 were affordable units. However, the development lost one affordable unit due to foreclosure, resulting in credits being sought for 40 affordable units. This site was part of the Township's earlier housing plans, as well as its certified 2008 Third Round Plan. It is located on Block 3902, Lot 1, a 20.46-acre site. All units are family for-sale units, of which 20 are for low-income and 20 are for moderate-income households. Additionally, within the low-income units, there are three one-bedroom units, 11 two-bedroom units, and six three-bedroom units; and within the moderate-income units there are three one-bedroom units, three two-bedroom units, and 14 three-bedroom units. The construction of affordable units was completed in 1991. Twenty-year affordability controls were in place for this development. The development contributes 40 affordable units toward the Prior Round obligation. This site was previously approved by COAH for Prior Round credits.

### *Lawrence Square Village*

This development, located on Block 4103 and 4104, contains 820 units, of which 159 are affordable family sale units. The date of the first certificate of occupancy was October 29, 1986 and the date of the final certificate of occupancy was January 8, 1988. Twenty-year affordability controls were in place for this development. This development received credit in earlier housing plans and the 2008 housing plan for the Prior Round.

### *Steward's Crossing*

This development is located on a 24.44 acre tract known as Block 2701, Lot 32.01. The development contains 240 total units, of which 36 are affordable family-rental units. There are 18 low-income and 18 moderate-income units. For both the low- and moderate-income categories, nine units each have one-bedroom, six units each have two-bedrooms and three units each have three-bedrooms. The date of the first certificate of occupancy was August 31, 1990 and the date of the final certificate of occupancy was January 29, 1992. Twenty-year affordability controls had been in place for this development. The Township seeks 36 credits for units and 36 rental bonuses from this site, for a total of 72 credits and bonuses applied toward the Prior Round obligation. This site was previously approved by COAH for Prior Round credits.

### *Stonerise*

This development contains 84 units, of which 12 are affordable family for-sale units. The site is 7.65 acres and is located on Gordon Avenue at Block 6301, Lots 76, 78, 81, 82, Block 5701, Lot 1, and Block 5703, Lot 1. This project was included in the Township's previously housing plan. All affordable units are for low-income households and contain two bedrooms. The construction of affordable units was completed on April 17, 1990. Affordability controls were in place for 20 years. All 12 units in this project have been applied toward satisfaction of the Prior Round obligation. This site was previously approved by COAH for Prior Round credits.

### *Tiffany Woods*

Tiffany Woods was approved for 120 units, of which 23 are affordable family for-sale units. This site was originally approved for 24 affordable units; however, one affordable unit was lost due to foreclosure, resulting in 23 affordable units. This development is located in Block 201 and 202 and has an area of 10.20 acres. Of the 23 affordable units, 12 are for low-income households and 11 are for moderate-income households. Additionally, of the low-income units, seven are two-bedroom and five are three-bedroom units; of the moderate-income units, all 11 contain three bedrooms. The length of affordability controls for this project is 30 years. All 23 units at Tiffany Woods will address the Prior Round obligation. This site was previously approved by COAH for Prior Round credits.

### THIRD ROUND OBLIGATION

As previously indicated, the Township's Third Round obligation established through the Court-approved Settlement Agreement is 1,110 units. As a result of limited vacant and developable land in the municipality, the Court has approved an adjustment of this Third Round obligation. Pursuant to a vacant land analysis conducted in accordance with *N.J.A.C. 5:93-4.2*, the Township has a Third Round realistic development potential, or "RDP", of 696 units and a Third Round "unmet need" of 414 units. Unmet need is the difference between the RDP and the Third Round obligation. This housing plan provides additional mechanisms to address unmet need in a later section, following the means to address the RDP.

### Vacant Land Analysis and Realistic Development Potential

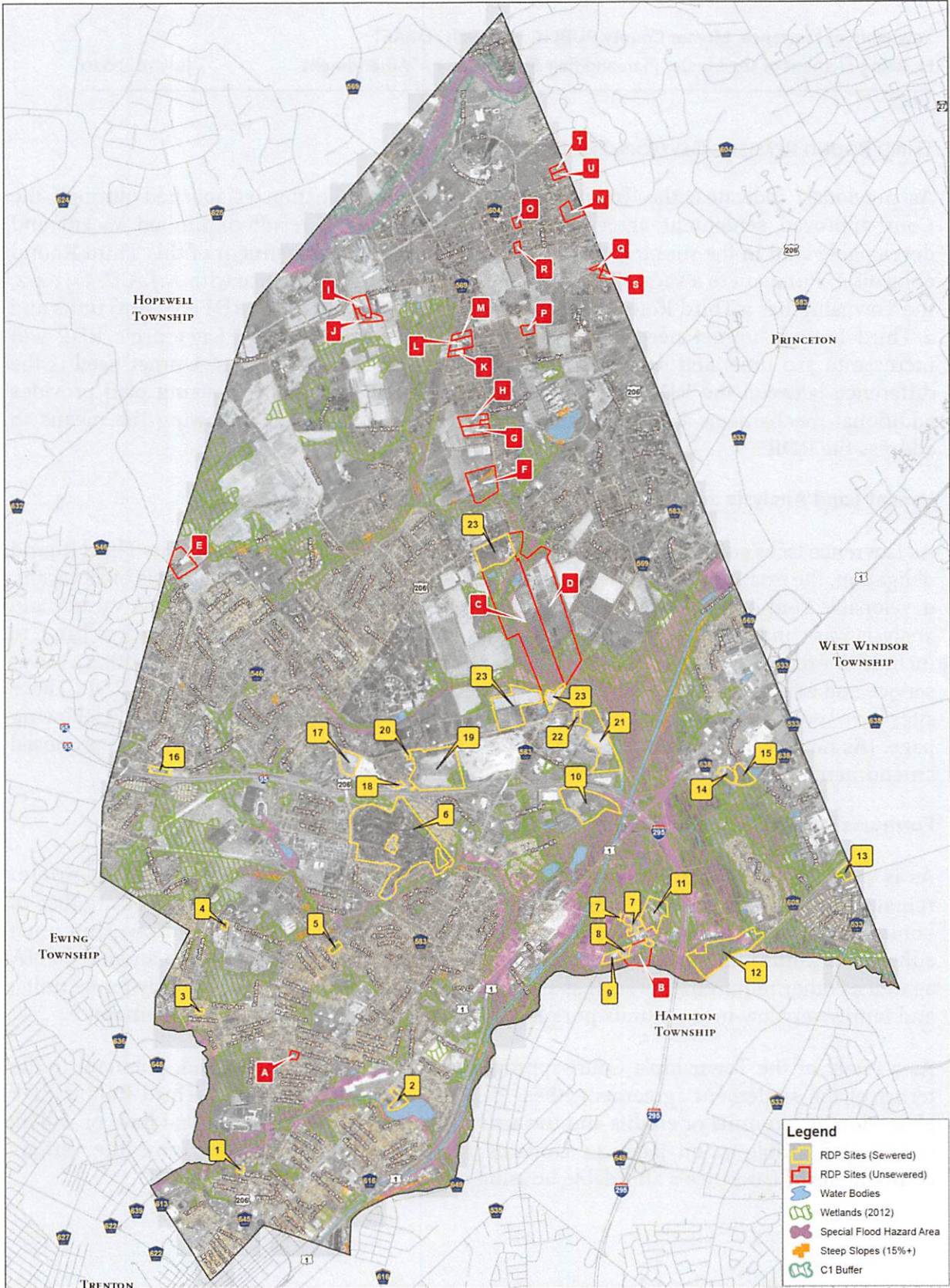
As Lawrence lacks sufficient vacant developable land to address the entirety of its Third Round obligation, the extant rules permit an adjustment to be made based on an analysis of all vacant, developable land in the Township including all land held by the municipality. A vacant land analysis was conducted by using the Second Round rules at *N.J.A.C. 5:93-4.2*, Lack of Land to include or exclude sites from the RDP. Of the land examined, 23 parcels in the sanitary sewer service and 21 parcels outside of the service area were identified as generating an RDP. These sites have been accepted by FSHC and approved by the Court and are depicted on the following page.

### Formulas Applicable to the Third Round

As is similar to the Prior Round obligation, the Township must also adhere to a minimum rental obligation, a maximum number of age-restricted units, and a maximum number of bonuses in the Third Round (based on Second Round rules). Further, the Township must adhere to a minimum number of very low income units pursuant to the 2008 amended FHA as well as other requirements such as minimum number of family units, family rental units, and family very low income units pursuant to the terms of the Settlement Agreement.

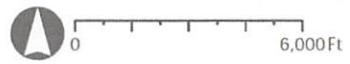
As a result of the Township's Court-approved vacant land adjustment and, pursuant to the terms of the Settlement Agreement, these calculations are based on the Third Round RDP obligation of 696 units and the actual number of housing units that have or will be constructed. A map indicating the location of the sites that are contributing to the Township's RDP is found on the following page. Table 31 on page 44 contains the formulas used to determine the various components of Lawrence's affordable housing obligation.

### Map 3. Sites Contributing to Realistic Development Potential



**Legend**

- RDP Sites (Sewered)
- RDP Sites (Unsewered)
- Water Bodies
- Wetlands (2012)
- Special Flood Hazard Area
- Steep Slopes (15%+)
- C1 Buffer



**Clarke Caton Hintz** ● ● ■  
 Architecture  
 Planning  
 Landscape Architecture

# Realistic Development Potential

LOCATION: Lawrence Township, Mercer County, NJ | DATE: December 2017

The formulas applicable to Third Round obligation are calculated in the following table:

**Table 31. Formulas Applicable to the Third Round Obligation**

Minimum Rental Obligation N.J.A.C. 5:93-5.15(a) = 174 units

.25 (RDP) = units

.25 (696) = 174 units

Maximum Rental Bonus = 174 units

No more than the minimum rental obligation = 174 units

Maximum Senior Units N.J.A.C. 5:93-5.14(a)1 = 171 units

.25 (RDP-RCAs) = units

.25 (696-10) = .25 (686) = 171.25 units, rounded down to 171 units

Minimum Very Low Income Units (P.L. 2008, Ch. 46) = 18 units

.13 (affordable units constructed or to be constructed after mid-2008) = units

.13 (132) = 17.2, rounded up to 18 units

Minimum Family Rental Units = 87 units

.50 (Third Round minimum rental obligation) = units

.50 (174) = 87 units

Minimum Very Low Family Rental Units = 9 units

.50 (very low income units) = units

.50 (18) = 9 units

Minimum Total Family Units = 276 units

.50 (RDP – rental bonuses) = units

.50 (696-145) = .50(551) = 275.5 units, rounded up to 276 units

Additionally, with respect to rental bonuses, the housing plan abides by the following limitations from the Second Round rules:

- A rental unit available to the general public receives one rental bonus;
- An age-restricted rental unit receives a 0.33 rental bonus, but no more than 50% of the rental obligation shall receive a bonus for age-restricted rental units; and

### **Satisfaction of the Third Round RDP**

The Township will fully address its 696-unit RDP with 10 surplus RCA credits from the Prior Round, 144 constructed units and two bonuses as part of the inclusionary housing developments at Berk's Walk, Carriage Park, The Gatherings, Liberty Green, St. Mary's at Morris Hall, and Traditions at Federal Point; 75 units of alternative housing with 75 bonuses; 93 units and 14 credits of senior rental housing at Brookshire; 130 units and 60 bonuses of proposed housing at Brandywine and the Quaker Bridge Mall, and 105 extension of controls credits for a total of 702 credits.

Table 32 provides a summary of the compliance mechanisms employed to address the entirety of the Township’s Third Round RDP. The sites are shown on Map 2, Affordable Housing Sites, p. 37.

**Table 32. Satisfaction of the Third Round RDP**

Third Round RDP Obligation	696	Bonuses	Rental	Senior
EXCESS RCA CREDITS	10	0	N/A	N/A
<b>ALTERNATIVE LIVING ARRANGEMENTS</b>				
CIFA III	4	4	4	
Eden Acres, Inc. (Lawrenceville-Pennington Rd.)	3	3	3	
Hillcrest Group Home, Inc.	5	5	5	
Homefront-TLC, Inc.	6	0	6	
Mercer Alliance	3	3	3	
Project Freedom	54	54	54	
Subtotal	75	75	75	0
<b>100% AFFORDABLE HOUSING CONSTRUCTED</b>				
Brookshire (93 of 117)	93	14	93	93
Subtotal	93	14	93	93
<b>INCLUSIONARY HOUSING APPROVED OR CONSTRUCTED</b>				
Berk’s Walk (formerly Lawrenceville Gardens)	2	2	2	0
Carriage Park – For Sale	21	0	0	21
Carriage Park - Rental	16	0	16	16
The Gatherings (formerly Milestones)	22	0	0	22
Liberty Green	64	0	0	0
Morris Hall/St. Mary’s	10	0	10	10
Traditions at Federal Point (9 of 28)	9	0	0	9
Subtotal	144	2	28	78
<b>INCLUSIONARY HOUSING PROPOSED</b>				
Brandywine	60	60	60	0
Quaker Bridge Mall	70	0	70	0
Subtotal	130	60	130	0
<b>EXTENSIONS OF EXPIRING CONTROLS</b>				
Various (42 completed)	105	0	N/A	N/A

Third Round RDP Obligation	696	Bonuses	Rental	Senior
PROJECT TOTALS	557	145	326	171
<b>Total Units and Credits</b>	<b>702</b>			
Excess Credits for Unmet Need	6			

Lawrence will have a surplus of 6 credits that will be used towards unmet need.

Lawrence meets its required minimum rental unit obligation of 174 units with 326 rental units of which 196 are already constructed. Additionally, 87 are constructed family rental units satisfying the 87-unit requirement and in the future, the Brandywine and Quaker Brodge Mall units will bring that total to 217 units. For total family units both rental and for-sale, the housing plan meets the 279-unit requirement with 301 units from Berk’s Walk, Liberty Green, Brandywine, Quaker Bridge Mall and Extensions of Expiring Controls, which are all family units. The Township proposes no more than 171 senior units, the permissible limit, from Brookshire, Carriage Park, Morris Hall/St. Mary’s and Federal Point.

Descriptions of the various projects to address the Third Round obligation are as follows:

**Alternate Living Arrangements**

*CIFA III*

This alternative living facility is located at 6 Wilk Court and contains four bedrooms for very low-income individuals. The site is located on Block 6201, Lot 29, and houses individuals that are mentally ill and/or developmentally disabled. The property is 0.50 acres in the R-2B district. The site received a certificate of occupancy on June 15, 1996 and has 40-year affordability controls in place from that date. The facility is administered by the provider. All four units/credits from this site plus four rental bonuses (a total of eight credits and bonuses) will be applied to the Third Round. This ALA project was previously included in the Township’s certified Third Round housing plan.

*Eden Acres (Lawrenceville-Pennington Road)*

This alternative living facility is located on Block 5602, Lot 13, at 80 Lawrenceville-Pennington Road. The facility contains a total of five units, of which three are low-income affordable rental units, and two (2) are market units. The site is 0.40 acres. The length of affordability controls for this facility is 99 years. This site was included in the Township’s previously certified Second Round Housing Element and Fair Share Plan. This project will contribute one credit for each of the three low-income bedrooms as well as three rental bonuses for a total of six credits.



### *Hillcrest Group Home*

This alternative living facility is operated by Mercer County ARC and contains five bedrooms for rent to low-income households. The facility is located on a 0.336-acre site known as Block 2320, Lot 1, at 99 Hillcrest Avenue. It received its final certificate of occupancy on May 25, 1996 and has 40-year affordability controls. This site was included in the Township's previously certified Second and Third Round Fair Share Plans. This project will contribute one credit for each of the five bedrooms as well as five rental bonuses for a total of ten credits.

### *HomeFront-TLC, Inc.*

HomeFront-TLC operates a six-unit transitional housing site at 1703 Lawrenceville Road on Block 2801, Lot 58, a half-acre lot. The site was funded with \$300,000 HOME grant received in March 2008, the agreement for which requires the site's six units to remain affordable to low- and moderate-income households for a period of 25 years beginning on April 11, 2005 (terminating April 11, 2030). The site is eligible for six credits. At the present time, the Township does not seek rental bonus credits for the units. At such time as the Township seeks rental bonuses credits for this alternative living arrangement it will negotiate with the owner to either address the 5-year difference between their affordability control and the standard of 30 years or seek a new 30-year control period.

### *Mercer Alliance for the Mentally Ill (Catholic Charities)*

This alternative living facility has three low-income rental units located at 13 Titus Avenue on Block 5704, Lot 4, a 0.17 acre site. The facility was occupied on December 20, 1994 (date of final certificate of occupancy) and has a 40-year affordability control. This site was included in the Township's previously certified Second Round Housing Element and Fair Share Plan. This project will contribute one credit for each of the three low-income bedrooms as well as three rental bonuses for a total of six credits.

### *Project Freedom*

Project Freedom is a 54-unit rental facility for persons (and their families if applicable) with physical disabilities that was included in the Township's previously certified plans. The project received Low Income Housing Tax Credits, as well as other sources of funding. All units are built and are only occupied by low income households, unlike most tax credit developments. Forty-four (44) units are one-bedroom and ten units are two-bedroom. The site is a 13.51-acre parcel located at Block 801, Lots 1, 22, 23, and 40. The last certificate of occupancy was issued on December 13, 2003 and is fully occupied. This project will contribute one credit and one rental bonus for each of the 54 bedrooms for a total of 108 credits and bonuses.

### **100% Age-Restricted Rental Housing**

In this category is the remainder of the Brookshire complex. Twenty-four units were assigned to the Prior Round and the additional 93 units in this round. The development is age-restricted. The 93 units generate an additional 14 rental bonus credits for a total of 107 units/credits. See the Prior Round descriptions for additional information.

## **Inclusionary Housing Approved or Constructed**

### ***Berk's Walk (formerly Lawrenceville Gardens)***

The property, which is 12.32 acres, is located on Franklin Corner Road (Block 3901, Lot 10). The property already consists of 166 garden apartment market rental units constructed in the 1960's. On June 17, 2015, Berk-Cohen Associates, the owner, received zoning board approval for a development consisting of eight townhouse units with the provision that two affordable units in the existing complex would be deed restricted. The property is located in the AT Apartment Townhouse district, which has been in place since at least 1979. The maximum density permitted is 10 units per acre. The existing density is 13.5 units per acre and with the addition of 8 units, the density will be 14.1 units per acre. The zoning board granted a density variance for the development predicated in part on the development of the two affordable units. One unit will be low income and the other moderate income. These will be created from vacancies in the existing garden apartment portion of the complex. Each will be two-bedroom units.

### ***Carriage Park***

Carriage Park was approved by the Planning Board on March 4, 2002 for 210 age-restricted units with a 20% (42-unit) set-aside of affordable age-restricted for-sale units. This site is located on a 14.4-acre site known as Block 3401, Lots 3 and 4, at the intersection of Allen Road and Business Route 1 (Brunswick Pike). The project was approved with two buildings having 21 for-sale units each, except that if the developer constructed rental units, the affordable unit requirement per building would be reduced to 16 affordable units (a 15% setaside). The previous developer, Kalian Companies, constructed the first building as a for-sale development including 21 affordable units. During the Great Recession, the original developer could not continue the project and a new developer, PK Developers, Inc., took over its completion. Responding to changed market conditions, the new developer repurposed the not yet started second building as a rental building. The second building is currently under construction and is expected to be completed in October 2018. As a result of the change in tenure, Carriage Park is expected to yield a total of 37 affordable units rather than the 42 dwellings in the 2008 housing plan. This site has previously been approved by COAH for affordable housing credit.

### ***The Gatherings (formerly Milestones at Lawrenceville)***

The Gatherings was approved by the Planning Board on March 3, 2003 and has been constructed. This development consists of 108 age-restricted for-sale units, of which 22 (20%) are affordable. The affordable units are evenly split between low-income and moderate-income units. Of the low-income units, three are one-bedroom and eight are two-bedroom. All of the 11 moderate-income units have two-bedrooms. The site is 53.18 acres located on Block 3901, Lot 13, in between Princess Road and Franklin Corner Road. This site was added to the Township's affordable housing program as part of the second amendment to the Second

Round Housing Element and Fair Share Plan. This project will contribute 22 credits toward the Third Round obligation.

### *Liberty Green*

Liberty Green, originally known as South Village, was approved for 320 units, of which 64 are affordable family for-sale units. The various affordable units are located in Block 4201, along Fontayne Lane which is a loop road connecting to Lawrence Station Road. The neighborhood is proximate to Avalon Run and Avalon Run East. The development contains 28 low-income units, of which one is one-bedroom, 12 are two-bedroom, and 15 are three-bedroom units. The remaining 36 units are moderate-income, consisting of four one bedrooms, 14 two-bedroom, and 18 three-bedroom units. Construction of this site, including the issuance of all of the certificates of occupancy for affordable dwellings, was completed in 2001. The project has 30-year affordability controls in place. This project will contribute 64 credits toward the Third Round obligation and will satisfy a portion of the family obligation.

### *Morris Hall (St. Mary's Assisted and Residential Living)*

Morris Hall, a residential health care facility, contains a total of 70 assisted living units, of which 10 units are affordable age-restricted rental units. The facility is located at 1 Bishop Drive, on Block 4801, Lot 3, a 35.3-acre site that also contains a rehabilitation facility, skilled nursing and congregate living for retired Roman Catholic priests. The facility has been occupied since August 24, 1994 (date of final certificate of occupancy). This site was included in the Township's previously certified Second and Third Round Fair Share Plans. This project will contribute one credit for each bedroom for a total of ten credits, but will not generate rental bonuses.

### *Traditions at Federal Point*

Traditions at Federal Point was approved by the Planning Board on May 21, 2001 (Planning Board Resolution 23-01) for 140 age-restricted for-sale units, of which 28 (20%) are affordable. The first certificate of occupancy was issued on June 15, 2002 and the development was completed in 2004. The site is 36.84 acres located on Block 2701, Lot 83 just south of I-95 at its intersection with Federal City Road. The affordable units are evenly split between low-income and moderate-income units and each contain one-bedroom. This site was added to the Township's affordable housing program during its second amendment to the Second Round and Third Round HE&FSPs. Due to the 25% cap on age-restricted units, only nine of the 28 units at Federal Point will be applied toward the Third Round, and no units will be applied toward the Prior Round. Excess senior units may be put towards a future obligation or to satisfy part of the Unmet Need.

Any necessary documentation will be supplied on request of the court.

## Inclusionary Housing Proposed

### *Brandywine*

Lawrence Township has entered into a settlement agreement with Brandywine to construct an inclusionary 300-unit multi-family housing development on an undeveloped 35.22-acre portion of the Princeton Pike Corporate Center (Block 5101, Lot 18) at the end of Lenox Drive. The site is on an existing 51.75-acre lot of which approximately 16.5 acres is developed with an office building, stormwater management facility and associated parking. Brandywine intends to subdivide Lot 18 to separate the residential development from the existing office building.

The agreement requires that at least 20% of the 300 units, or 60 units, at the development be affordable family-rental units for very-low, low-, and moderate-income households, with at least 50% of the units reserved for very-low and low-income households. The site will adhere to the bedroom distribution requirements in the UHAC.

The Township is required to adopt an ordinance to implement any necessary zoning changes to permit by right the development of the proposed inclusionary housing site on the Brandywine property. That ordinance is a modification of the existing Apartment and Townhouse District, attached as Appendix H.

The site meets the suitability criteria found in *N.J.A.C. 5:93-5.3(b)*:

- Site Control – Brandywine Operating Partnership, LP, owns the site in question.
- Available – The property is not known to have any conflicts of ownership or other encumbrances that would prohibit the site from being developed with affordable housing.
- Developable – The property is within the sanitary sewer service area and has access to potable public water in Lenox Drive. Lenox Drive provides access to the development and connects with Princeton Pike to the west of the property.
- Suitable – The Princeton Corporate Center contains seven offices building with an approval for one more. A hotel is presently also under construction. To the north is the historic Brearly House owned by the Township, and undeveloped wooded areas that are part of the Delaware and Raritan Canal state park immediately to the east. The site has access to major highways, including Princeton Pike, Route 1, and I-95/295 that have job opportunities, shopping for every day and periodic purchases, recreational activities and cultural amenities.
- Approvability – While there are known sensitive environmental features on the property that are protected by state law, they are not so extensive as to preclude the level of development contemplated on the site in this document.

- Administrative Entity – The Township’s Administrative Agent will work with the eventual developer of the site in ensuring that the units are affirmatively marketed and meet other Uniform Housing Affordability Control regulations pertaining to the affordable units.

### ***Quaker Bridge Mall***

The Township proposes to allow inclusionary zoning as an optional development to the Quaker Bridge Mall that would permit as many as 350 units with an affordable housing set aside of 20% (70 units) regardless of tenure. The site is 102.83 acres that include parking and circulation areas, drainage basins, the principal Quaker Bridge Mall building and a satellite building currently occupied by a Firestone automobile services. Total retail square footage is 1,084,000 sf. The zoning amendment would not affect the land development regulations pertaining to the current shopping mall use and its accessory uses. Instead, it would allow for the development of the housing as an added use on up to 35 acres of the mall property. The zoning amendment is included as Appendix I.

In the Township’s 2006 Land Use Plan Element and Conservation Plan Element amendments, the Township discussed permitting a greater intensity of development on the Quaker Bridge Mall site on the condition that the principal owner (Simon Group) reserve a right-of-way for a bus rapid-transit route that had been the subject of a traffic mitigation study by New Jersey Transit and the New Jersey Department of Transportation. The study proposed to mitigate traffic congestion on Route 1 by creating a bus rapid-transit route that would run generally parallel to the highway and connect communities to shopping opportunities at Quaker Bridge Mall and to job and residential opportunities elsewhere along the route. If the bus rapid-transit plan were to be executed in conjunction with the development of inclusionary housing on the Quaker Bridge Mall property, the bus route would provide residents with an even greater access to a wide range of opportunities than is presently the case. The mall is presently served by public transit bus service.

The site meets the suitability criteria found in *N.J.A.C. 5:93-5.3(b)*:

- Site Control – Like many malls, the retail anchors own the real estate under their building as well as associated parking. The main mall owner and operator is Quaker Bridge Mall, LLC, which is a subsidiary of the Simon Property Group, a real estate investment trust and largest mall operator in the United States. The owner directly controls 42.93 acres of the 102.83 acres.
- Available – The property is not known to have any conflicts of ownership or other encumbrances that would prohibit the site from being developed with affordable housing.
- Developable – The property is within the sanitary sewer service area and has existing access to potable public water. Utilities are believed to be adequate to handle the

additional development. The mall is located at the southeast intersection of Quakerbridge Road and Rt. 1. Interstate 95/295 is located a short distance to the south on Rt. 1 from the proposed housing development.

- **Suitable** – The anticipated location for such housing is in the southeast corner of the site adjacent to Grovers Mill Road. In this location, Avalon Run is directly across the street, which is also an inclusionary multi-family housing development completed in the mid-1990's. Development of housing on regional shopping centers is part of a country-wide trend to add housing to a retail environment that emulates downtown or village center development.
- **Approvability** – There are no known environmental constraints affecting the ability to develop the mall property with housing.
- **Administrative Entity** – The Township's Administrative Agent will work with the eventual developer of the site in insuring that the units are affirmatively marketed and meet other Uniform Housing Affordability Control regulations pertaining to the affordable units.

### Extension of Expiring Controls

The Township is eligible to receive 105 credits for extending the affordability controls on low- and moderate-income units which have controls scheduled to expire between 1999 and 2025. Forty-two of the credits reflect affordability controls that the Township has already extended beyond 2025. All of the units where affordability controls have been extended are family for-sale dwellings. The list of the extensions is included in Appendix J. The Township will execute an additional 63 extensions of controls during the remainder of the Third Round. Because of the large number of units with expiring controls in the two sections of Lawrence Square Village, the municipality expects the majority to come from this neighborhood. Under *N.J.A.C. 5:97-6.14*, the Township is entitled to one credit for each code-compliant unit on which the Uniform Housing Affordability Controls are imposed for an additional 30 years from the date when the expiration of the original controls will occur or has occurred, with a total time period of affordability controls ranging from 50 to 60 years depending on the time period of the original deed restriction.

In its Spending Plan, the Township has earmarked \$1,575,000 for this program in its affordable housing trust fund. This funding will be used to create an incentive for homeowners to apply an additional 30-year deed restriction to their property and to bring, if needed, each property up to the current building code. The level of funding will allow the Township, on average, to pay for any necessary repairs. The amount earmarked is \$25,000 per unit. Credit for the extension of affordability controls was first introduced in the Third Round rules by COAH. Following are their criteria from *N.J.A.C. 5:97-6.14* in italics and how the Township's proposal meets or requires a waiver from them in response.

1. *The unit meets the criteria for prior-cycle or post-1986 credits set forth in N.J.A.C. 5:97-4.2 or 4.3. The units had previously gained substantive certification from COAH as eligible for prior cycle or post-1986 credits. See Table 29 for Prior Round credits.*
2. *The affordability controls for the unit are scheduled to expire during the 1999 through 2025 period. As noted, all of the units' deed restrictions have expired or will expire during the Third Round. See Appendix J.*
3. *The municipality shall obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted unit meets all code standards. Each change of ownership requires a dwelling inspection by the Construction Code Official's office. This office issues a form of COO that is called a Certificate of No Violation. If there is no repair required, a Certificate of No Violation is issued. If there is repair required, then a Certificate of Inspection is issued listing the required repairs. Once these are corrected, then the Certificate of No Violation is issued. All of the extended units have been issued the Certificate of No Violation.*
4. *If a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement from the municipal building inspector, the municipality shall fund and complete the work. A municipality may utilize its affordable housing trust fund to purchase the unit and/or complete the necessary repair and/or rehabilitation work. As noted, up to an average of \$25,000 per unit is available for incentives and repair work. Since the units are generally no older than 20-25 years, the extent of repairs is expected to be less than will be necessary to fund the rehabilitation program that has been previously discussed in this document which will allow for a greater incentive to be offered. The large majority of the existing extension of controls units required no repair.*
5. *Information regarding the development and specific units on forms provided by the Council. Should the Court desire to see additional detail in addition to the information in Appendix J, it will be supplied on request.*
6. *A written commitment from the owner to extend controls, or evidence that the controls have been extended in accordance with UHAC. All of the extensions to date conform to UHAC standards as will future extensions. In the future, the Uniform Housing Affordability Controls will be imposed for an additional 30 years from the date when the expiration of the original controls will occur or has occurred, with a total time period of affordability controls ranging from 50 to 60 years depending on the time period of the original deed restriction.*
7. *The proposed or filed deed restriction for the extended control period. Attached is a sample of an executed deed restriction applied to an affordable unit. See Appendix K.*
8. *A pro-forma for any proposed acquisition and/or rehabilitation costs. See response to criterion 4.*

9. *Documentation demonstrating the source(s) of funding.* The Township intends to use the Affordable Housing Trust fund for the extension of the expiring controls. The funding has already been earmarked and is included in the Spending Plan.
10. *A municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds.* A resolution of intent to bond is attached as Appendix L.
11. *A draft or adopted operating manual that includes a description of the program procedures and administration in accordance with UHAC.* Since the program does not involve the displacement of tenants and the owners are otherwise qualified in accordance with UHAC standards, a specific operating manual for this program is unnecessary.
12. *An affirmative marketing plan in accordance with UHAC.* Since the program does not involve the displacement of tenants and the owners are otherwise qualified in accordance with UHAC standards, a specific affirmative marketing plan for this program is unnecessary.
13. *Designation of an experienced administrative agent, including a statement of his or her qualifications, in accordance with N.J.A.C. 5:96-18.* The Township's Affordable Housing Administrator functions as both the municipal housing liaison and its administrative agent. This person has operated the extension of expiring controls program to date and is intended to continue to do so for the 63 future units in this Plan.

#### **VERY LOW INCOME UNITS**

Pursuant to the 2008 amendments to the FHA, P.L. 2008, c.46 (codified as *N.J.S.A. 52:27D-329.1*), municipalities must provide the opportunity for very low income units equal to 13% of all affordable units approved and constructed after July 1, 2008. Additionally, pursuant to the Settlement Agreement, Lawrence will ensure that at least half of these very low income units will be available to families. Lawrence's obligation is 13% of 132 unbuilt units, or 17.2 units, rounded up to 18 units.

Additionally, the Township has revised Article X, Affordable Housing Ordinance, attached as Appendix M of the document, to ensure the minimum 13% very low income unit count is met, including the 50% requirement for family units. In the Third Round, the CIFA III alternate living arrangement group home supplies services to dual diagnosed persons with mental illness and developmental disabilities. The four individuals, which are selected from the NJ Division of Developmental Disabilities waiting list, are all very low income. The Brandywine proposed development will generate a requirement for 8 very low income units and the Quaker Bridge Mall, 10 such units. These will be family rental units. Thus, of the 18 required, the Township will have at least 22 very low income units of which 18 will be family rental units, double the requirement.



### **THIRD ROUND UNMET NEED MECHANISMS**

As previously indicated, unmet need is the difference between the 696-unit RDP and the Township's 1,110-unit Third Round obligation, or 414 units. Lawrence provides the following compliance mechanisms to address unmet need.

#### **Development Fee**

Lawrence established a development fee ordinance for the collection of development impact fees and these funds will be used as indicated in the DEVELOPMENT FEE ORDINANCE and SPENDING PLAN sections, below.

#### **Mandatory Affordable Housing Set-Aside**

Since 1998 the Township has required a mandatory setaside for all housing development that is not a project of single or two-family dwellings – this regulation is codified in §1001 of the Land Use Ordinance. This is part of the Affordable Housing Ordinance, found in Appendix M.

#### **Existing Zoned Site**

##### *Morris Hall*

Morris Hall, which is owned by the Diocese of Trenton, is a complex of buildings on both sides of Rt. 206. The Diocese land on the east side of Rt. 206, directly north of its interchange with I-95, was partially constructed with a skilled nursing care center in 2016. The remainder of this property (Block 4901, pt. Lot 1) is about 10 acres and is zoned Senior Citizen Residential at 14 units per acre. All SCR zoned property requires an affordable housing setaside in §410.E of the Land Use Ordinance. This would generate a maximum of 28 affordable units towards unmet need.

#### **Overlay Zoning Ordinance Sites**

##### *HUB City Distributing*

This facility is a wholesale beer distributor located at 6 Princess Road on Block 3901, Lot 2.01, consisting of 10.52 acres (owned by Frank Banko, III). The company was part of Banko Beverage, the largest beer wholesaler in the state, but was sold in spring 2017 to Kramer Beverage, a similar type of operation. Princess Road's zoning was recently changed from limited industrial to Mixed Use District 2 (MXD-2) to allow for a greater variety of uses. Industrial uses on Princess Road have been replaced with office and non-profit organizations, such as the Special Olympics' state headquarters; only two remain, including the subject site. The site is proposed for an overlay district allowing 10 units per acre for a total of up to 105 units, of which up to 21 units would be affordable.

### *Capital Health*

Immediately adjacent to the HUB City Distributing to the east on Princess Road, is the site once contemplated for a hospital by the Capital Health System, which eventually built a hospital in Hopewell Township. It is presently vacant. The site is constrained by freshwater wetlands on its eastern side as well as a conservation easement in the extreme northeast corner of the site held by the State. The State of New Jersey also acquired the parcel to the southeast of the property, which is constrained by wetlands and floodplain. This parcel has been made part of the Delaware and Raritan Canal's holdings. Because of these constraints, the site is earmarked for development at only 8 units per gross acre. Block 3901, Lot 4.01 is 30.27 acres and would allow up to 242 units, of which up to 49 units of affordable housing could be obtained.

### *Tricone Engineers*

This site is immediately south of the Quaker Bridge mall consisting of 6.93 acres at the intersection of the mall access road and Grovers Mill Road (Block 4201.01, Lot 33.03). Approximately four acres are developable. Constraints include a drainage easement and wetlands. The site is presently vacant. This site is proposed for 15 units per acre which would allow up to 103 units of which up to 21 would be affordable.

### *Fampec, LLC*

This parcel is located immediately to the west of the Tricone Engineers lot on the other side of the mall access road. The property is known as 500 Renaissance Boulevard, Block 4201.01, Lot 32.01.2, consisting of 3.62 acres. It is presently vacant. The property is proposed for an overlay district of up to 15 dwelling units per acre, or potentially up to 10 affordable units and 54 units in total.

An affordable housing overlay district is attached as Appendix N that applies to the four sites identified as meeting unmet need and which do not yet have appropriate zoning.

## **Redevelopment Discussion with Owners**

### *Lawrence Shopping Center*

The Lawrence Shopping Center is an in-line shopping center that was the major shopping destination for the municipality until the Quaker Bridge Mall was opened in the 1970's. Located at 2495 Brunswick Pike (Block 2001; Lots 2-5, 60-66 and 68) the site has access from both the Brunswick and Princeton Pikes as well as Texas Avenue. Like many older shopping centers, the Lawrence Shopping Center has a number of vacant storefronts and a rent structure that appears to be inadequate to fully invest in the center to increase its attractiveness and tenant mix. There have been a number of owners in quick succession since the property was put up for auction in 2013 and is now owned by a New York City based development company that specializes in distressed shopping centers. The Township will work with the owners to develop a redevelopment plan if they are agreeable, with the purpose of creating

redevelopment that includes multi-family housing with an affordable housing component. Initial discussion has already occurred. This may or may not require a formal designation of the shopping center as an area in need of redevelopment. Potentially, there is also adequate land not needed for the shopping center that could be used for housing, including 100% affordable housing. The site is 47.4 acres.

Of the unmet need mechanisms that have an assigned density, up to 129 affordable units may be generated, depending on market conditions.

### **COST GENERATION**

The Township's Land Use Ordinance has been reviewed to determine if there are unnecessary cost-generating standards and there is nothing out of the ordinary about its submission requirements. Development applications containing affordable housing shall be reviewed for consistency with the Land Use Ordinance, Residential Site Improvement Standards (*N.J.A.C. 5:21-1 et seq.*), the Municipal Land Use Law (*N.J.S.A. 40:55D-40.1 through -40.7*), and the mandate of the FHA regarding unnecessary cost generating features. Lawrence shall comply with *N.J.A.C. 5:93-10.1(a)*, procedures for development applications containing affordable housing, *N.J.A.C. 5:93-10.1(b)*, and requirements for special studies and escrow accounts where an application contains affordable housing (*N.J.A.C. 5:93-10.3*).

### **MONITORING/STATUS REPORT**

In accordance with *N.J.A.C. 5:93-12.1* and the Settlement Agreement, the Township shall complete annual monitoring reports (using forms previously developed for this purpose by COAH or any other forms endorsed by the Court and FSHC) of the Affordable Housing Trust Fund and affordable housing activity and programs. The Township shall post the reporting on its municipal website and provide copies of such posting to FSHC. In addition, pursuant to the Settlement Agreement, the Township shall provide a status report at the mid-point of the Third Round (July 1, 2020) and must also provide a status report addressing the statutory requirements for very low income housing within 30 days of the third anniversary of the Agreement and after every three years.

### **AFFORDABLE HOUSING ORDINANCE AND AFFIRMATIVE MARKETING**

The Township of Lawrence has in place ordinance requirements for Affordable Housing and Affirmative Marketing in accordance with *N.J.A.C. 5:80-26-1 et seq.* The Township's affordable housing regulations are found in Article X of the Land Use Ordinance. While it governs the creation, administration, and occupancy of affordable units, the required low and moderate income set-asides; development fees; the programs that might be implemented to provide an opportunity for affordable housing; and outlines eligibility requirements and occupancy standards; a significant amendment is nonetheless proposed to the Article to update its regulations to comport with present day language and court decisions (see Appendix M).

Each developer/owner intending to sell or rent affordable dwellings must submit an Affordable Housing Plan to the Affordable Housing Board for approval. The Affordable

Housing Plan must include regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance to *N.J.A.C. 5:80-26.1*. All newly created affordable units are required to comply with the minimum 30-year affordability controls required by UHAC, *N.J.A.C. 5:80-26.5* and *-26.11*. The approved plan shall be used by all private, non-profit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit.

Affirmative marketing of affordable units in the Township is conducted by individual Administrative Agents under contract to the developer/owner and overseen by the Township's Housing Administrator. Affirmative marketing is designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units located in the Township. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside or work in Housing Region 4, consisting of Mercer, Monmouth and Ocean Counties.

The Township will update its affirmative marketing plan to add housing advocacy groups including Fair Share Housing Center, the State and local chapters of the NAACP, the Latino Action Network, and the Supportive Housing Association.

The costs of implementing the Affordable Housing Plan (i.e., the costs of advertising the affordable units, etc.) are the responsibilities of the developers/owners of the affordable units. This requirement is included in the Township's Article.

#### **DEVELOPMENT FEE ORDINANCE**

Lawrence established a development fee ordinance for the collection of development impact fees (adopted April 12, 1995, amended 7-24-12, Ordinance 2012-27). The funds from the collection of fees will be utilized as provided for in the Spending Plan. The Township seeks Court approval for both the Development Fee and for the Affordable Housing Ordinance, as well as the Spending Plan. A revised Development Fee Ordinance is found in Appendix N.

#### **AFFORDABLE HOUSING TRUST FUND**

As of December 31, 2017, the Township had approximately \$1,684,426 remaining in its affordable housing trust fund and had collected \$5,584,496 in development fees, \$5,228,950 from payments in-lieu of construction, \$953,160 in interest and \$1,633,484 from other miscellaneous income from its inception. The Spending Plan (see next section) is based on the reconciled account for the end of 2017, which coincides with the Township's fiscal year. The balance will be updated regularly to reflect deposits and will be reported to the appropriate state entity through the CTM system, posted on the Township's website and provided to FSHC, per the terms of the settlement agreement.

## SPENDING PLAN

The Township's Spending Plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance to *N.J.A.C. 5:93-5.1(c)*. The Township's 2017 Spending Plan is included as Appendix F to this Plan. All collected revenues are placed in the Township's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Spending Plan. In general, the Township anticipates using the funds for the rehabilitation program, extension of expiring controls efforts and to provide affordability assistance for the provision of very low income units. Towards this end, the Township anticipates creating security deposit assistance in addition to its existing programs of homeownership assistance and foreclosure prevention. The Township may, in the future, seek to amend its Spending Plan and obtain the approval of a court of competent jurisdiction to use the affordable housing trust fund for the following additional permitted affordable housing activities, subject to applicable limitations and minimum expenditures:

- New construction;
- Purchase of land for low and moderate income housing;
- Improvement of land to be used for low- and moderate-income housing;
- Extensions and/or improvements of roads and infrastructure to low and moderate income housing sites;
- Assistance designed to render units to be more affordable; and
- Administration of the implementation of the Housing Element and Fair Share Plan.

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

Pursuant to the Court-approved Settlement Agreement, the adoption of the Township's Spending Plan will constitute a "commitment" for expenditure per the FHA at *N.J.S.A. 52:27D-329.2* and *-329.3*, with a four-year time period for expenditure that will start with the entry of the Superior Court's Judgment of Compliance and Repose.

## SUMMARY

The Township of Lawrence has demonstrated a long history of compliance with the constitutional obligations of the Mount Laurel Doctrine and the Fair Housing Act. During the Third Round, the Township of Lawrence will address its 73-unit Rehabilitation Share by continuing its local rehabilitation program, participating in the Mercer County HOME Investment Partnership program, and with 19 rehabilitation credits for units that were rehabilitated in the Township between 2010 and 2017. The Township has addressed the entirety of its 891-unit Prior Round obligation.

The Township's Third Round obligation established through the Court-approved Settlement Agreement is 1,110 units, but as a result of limited vacant and developable land in the Township, the Court has approved an adjustment of this Third Round obligation. Pursuant to the vacant land analysis, the Township has a Third Round RDP of 696 units and a Third Round unmet need of 414 units. The Township will fully address its 696-unit RDP with 134 credits from the Prior Round, 10 units from alternative living arrangements, 96 units of senior rental housing, 144 units of inclusionary housing that is either constructed or approved, 130 units of proposed inclusionary housing, 105 units where affordability controls have been or will be extended, and 95 rental bonus credits for a total of 718 credits. This results in a surplus of 18 credits available for the fourth round. For unmet need, the Township has five different mechanisms, including overlay zoning for inclusionary development.



## Appendix A

### Fair Share Housing Center Settlement Agreement









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April 28, 2017

David M. Roskos, Esq.  
Eckert Seamans Cherin & Mellott, LLC  
P.O. Box 5404  
Princeton, NJ 08543

**Re: In the Matter of the Application of the Township of Lawrence, Docket  
No. MER-L-1538-15**

Dear Mr. Roskos:

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

#### **Background**

Lawrence filed the above-captioned matter on July 7, 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. FSHC and the Township engaged in mediation in an attempt to resolve this matter. Through that process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

#### **Settlement terms**

The Township and FSHC hereby agree to the following terms:

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

Rehabilitation Share (per Kinsey Report <sup>1</sup> )	73
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	891
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this settlement agreement)	1,110

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, as recognized by the Supreme Court in its January 18, 2017, decision in *In re Declaratory Judgment Actions Filed by Various Municipalities*, 227 N.J. 508 (Jan. 18, 2017).

4. To address its present need obligation of 73 units, the Township will continue to operate a local rehabilitation program funded by its local trust funds, as will be reflected in the Spending Plan referenced in this Agreement. The Township also reserves the right to participate in the Mercer County Residential Home Improvement Program to address its present need obligation.
5. As noted above, the Township has a Prior Round prospective need of 891 units, which is met through the compliance mechanisms specified on Exhibit A to this Agreement in the chart "LAWRENCE TOWNSHIP COMPOSITE FAIR SHARE PLAN ROUNDS 1 – 3."
6. The Township has a Third Round realistic development potential (RDP) of 696 units as calculated as described in Exhibit A to this Agreement. That RDP will be satisfied using the mechanisms described in Exhibit A to this Agreement in the chart "LAWRENCE TOWNSHIP COMPOSITE FAIR SHARE PLAN ROUNDS 1 – 3."

The RDP of 696, subtracted from the Third Round obligation of 1,110 units, results in an unmet need of 414 units. Additionally, after the Township satisfies its RDP of 696, it has an additional 31 units of credit that can be applied to its unmet need as described in Exhibit A. Once the remaining 31 units of compliance mechanisms are applied to the unmet need, the Township is left with an unaddressed unmet need of 383 units, which shall be addressed through the following mechanisms:

- a. Overlay zoning on the sites specified in the "overlay zoning" category under "Unmet need" in Exhibit A, at the densities and acreages specified, with a 20 percent affordable housing set-aside otherwise in accordance with the standards of this agreement including but not limited to 50% low/50% moderate split for affordable units (including 13% very low income within the low income portion for rental units) and required bedroom distribution.
- b. The Township shall work with the owner of Lawrence Shopping Center to endeavor to complete a redevelopment study by December 31, 2018. If the Township decides to zone or adopt a redevelopment plan for all or part of the Lawrence Shopping Center site allowing for residential use, such use shall require a 20 percent affordable housing set-aside otherwise in accordance with the standards of this agreement including but not limited to 50%low/50% moderate split for

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

affordable units (including 13% very low income within the low income portion for rental units) and required bedroom distribution.

- c. Within 120 days of the court's entry of an Order approving the fairness of this settlement, the Township additionally agrees to adopt an ordinance, subject to the review of FSHC and the Special Master, providing that if the Township permits the construction of multi-family or single-family attached residential development that is "approvable" and "developable," as defined at N.J.A.C. 5:93-1.3, at a gross residential density of 6 units to the acre or more, the Township shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning with the effective date of this Agreement to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of six (6) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's Planning or Zoning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. Nothing in this paragraph precludes the Township from imposing an affordable housing set aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is 15 percent. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein. A property shall not be permitted to be subdivided so as to avoid meeting this requirement.

7. The Township agrees to require 13% of all units referenced in this plan, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval, to be very low income units, with half of the very low income units being available to families. The municipality will comply with those requirements through requiring 13% of the affordable units on the Brandywine and Quakerbridge Mall sites referenced in Exhibit A to this Agreement in the chart "LAWRENCE TOWNSHIP COMPOSITE FAIR SHARE PLAN ROUNDS 1 – 3" to be very low income units. In addition, the Township shall require as part of all unmet need mechanisms referenced above that for all developments developed as rental housing a minimum of 13 percent of the affordable units are very low income units.
8. 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.
9. 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, the Trenton, Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch Branches of the NAACP, Shiloh Baptist Church, and the Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of this plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
10. 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. 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. As an essential term of this settlement, within one hundred and twenty (120) days of Court's approval of this Settlement Agreement, the Township shall introduce and adopt a revised Housing Element and Fair Share Plan in accordance with the terms of this settlement agreement and an ordinance providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this settlement agreement and the zoning including redevelopment and overlay zoning for unmet need mechanisms contemplated herein.
12. The parties agree that if a decision of a court of competent jurisdiction in Mercer 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

ten (10%) percent than the total prospective Third Round need obligation established in this agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to implement the compliance mechanisms described in Exhibit A attached hereto, including by leaving in place any site specific zoning adopted or relied upon in connection with the compliance mechanisms approved pursuant to this settlement agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1 other than an amendment to the fair share number specifically authorized by this paragraph. 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.

13. The Township will prepare a revised spending plan within 120 days of the Court's approval of this Settlement Agreement for submission to the Court for review and approval. The Township reserves the right to request the Court's approval that the expenditures of funds under the revised spending plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, and FSHC reserves the right to respond to such request and comment on the revised spending plan. The parties agree that any funds deemed "committed" by the Court shall have the four-year time period for expenditure designated pursuant to N.J.S.A. 52:27D-329.2 and -329.3 begin to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this agreement, and every anniversary thereafter through the end of this agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
14. 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.
15. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:
  - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its

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

- b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
16. 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.
  17. Prior to becoming effective, this settlement agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees not to challenge a fair share plan that conforms to the terms of this agreement, including Exhibit A, at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If the settlement agreement is rejected by the Court at a fairness hearing it shall be null and void.
  18. Lawrence agrees to pay \$25,000 to FSHC within 30 days after the approval of this Agreement by the Court at a Fairness Hearing. The Township may delegate this payment obligation to a third party, but if payment is not received by FSHC by the date set forth in this paragraph the Township shall make payment on such date.
  19. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point, the Parties reserve their right to rescind any action taken in anticipation of the trial

court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

20. This settlement agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Mercer County. A prevailing movant or plaintiff in such a motion or separate action may be entitled to reasonable attorney's fees.
21. 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.
22. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
23. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. No member, official or employee of the Township shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
30. 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.



31. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

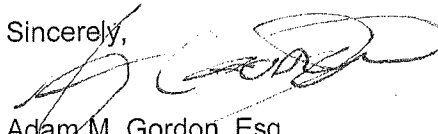
**TO FSHC:** Kevin D. Walsh, Esq.  
Fair Share Housing Center  
510 Park Boulevard  
Cherry Hill, NJ 08002  
Phone: (856) 665-5444  
Telecopier: (856) 663-8182  
E-mail: kevinwalsh@fairsharehousing.org

**TO THE TOWNSHIP:** David M. Roskos, Esq.  
Eckert Seamans Cherin & Mellott, LLC  
P.O. Box 5404  
Princeton, NJ 08543  
  
Phone: 609.989.5018  
Telecopier: 609.392.7956  
E-mail: [droskos@eckertseamans.com](mailto:droskos@eckertseamans.com)

**WITH A COPY TO THE MUNICIPAL CLERK:** Kathleen Norcia  
Lawrence Township Municipal Clerk  
2207 Lawrence Road, P.O. Box 6006  
Lawrence Township, New Jersey 08648  
  
Telecopier: 609-844-0984  
Email: [Clerk@lawrencetwp.com](mailto:Clerk@lawrencetwp.com)

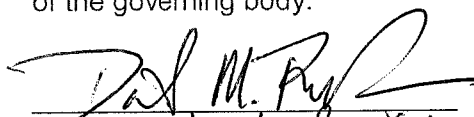
Please sign below if these terms are acceptable.

Sincerely,



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

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

  
David M. Roskos Attorney for Lawrence Township  
Dated: April 28, 2017

## Appendix B

### Brandywine Operating Partnership Settlement Agreement



**DEVELOPER'S AGREEMENT**  
**TOWNSHIP OF LAWRENCE – BRANDYWINE OPERATING PARTNERSHIP, LP**

THIS AGREEMENT made this 14<sup>th</sup> day of September, 2017 by and between the Township of Lawrence, a municipal corporation of the State of New Jersey, having its principal offices located at 2207 Lawrenceville Road, Lawrence, New Jersey 08648 ("Township"), and Brandywine Operating Partnership, LP, a Delaware limited partnership, having its principal offices located at 555 East Lancaster Avenue, Radnor, PA, 19087 ("Developer").

**WITNESS**

**WHEREAS**, the Developer is the owner of approximately 35.22± acres of land designated as part of Block 5101, Lot 18, on the Lawrence Township Tax Map ("Subject Property"); and

**WHEREAS**, the Subject Property has been placed in a condominium regime and is subject to the New Jersey Condominium Act (N.J.S.A. 46:8B-1 et seq.) pursuant to the Amended and Restated Master Deed of Princeton Pike Corporate Center V, VI, and VII, a Condominium, dated February 14, 2013 and recorded February 15, 2013 in Deed Book 6165, Page 211 et seq. in the Mercer County Clerk's Office ("Master Deed") and is designated as "Unit B and Unit C of Princeton Pike Corporate Center V, VI, and VII, a Condominium" together with common and limited common elements; and

**WHEREAS**, the Subject Property does not include "Unit A", commonly known as 2000 Lenox Drive, under the Master Deed, consisting of approximately 16.49 acres which is owned by third-parties; and

**WHEREAS**, the Developer intends to further amend the Master Deed to create two separate tracts of property, one of which will consist of Unit A (16.49 acres) and the other consisting of Units B and C (35.22 acres) which parcel shall constitute the Subject Property for

purposes of this Agreement as more fully depicted on **Exhibit A** attached hereto and incorporated herein; and

**WHEREAS**, the Developer represents it has all necessary power and authority to amend the Master Deed and create the separate parcel which is the Subject Property, without the need for third-party consent and approval; and

**WHEREAS**, by way of court order filed on August 21, 2015, the Superior Court of New Jersey, Mercer County, Law Division granted the Developer's motion to intervene in the Township's Third Round affordable housing declaratory judgment action captioned In re Application of Township of Lawrence, County of Mercer, Docket No.: MER-L-1538-15; and

**WHEREAS**, since that time, the Developer and the Township have engaged in negotiations concerning an inclusionary development on the Subject Property for the construction of 300 family, rental units with a twenty percent (20%) set aside for very low-, low- and moderate-income households ("Project"); and

**WHEREAS**, the Parties have agreed that said Project shall be one of the Township's compliance mechanisms for the satisfaction of the Township's Third Round obligation; and

**WHEREAS**, the Township entered into a Settlement Agreement of its declaratory judgment action with Fair Share Housing Center, Inc. ("FSHC") dated April 28, 2017, which Agreement included the Project as part of the Township's proposed Third Round plan; and

**WHEREAS**, the Parties now wish to enter into a Developer's Agreement in order to memorialize their understanding and agreement concerning the Project, and to ensure satisfaction of all conditions of the same.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the legal sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Preambles: The preambles to this Agreement are incorporated herein by reference and made a part hereof.

2. Settlement Agreement: The Township's Settlement Agreement with FSHC dated April 28, 2017 is hereby incorporated as **Exhibit B** to this Agreement as if fully set forth herein, and is attached hereto.

3. Rezoning of Subject Property: , On or before November 3, 2017, the Township shall vote upon the adoption of an ordinance to implement zoning changes, if any, to the Subject Property permitting the Developer to proceed with the construction of the Project consistent with the terms and conditions of the Settlement Agreement with FSHC and this Agreement. The ordinance shall include a twenty percent (20%) set aside for very low-, low- and moderate-income households, and at least sixty (60) affordable housing units shall be generated by the Project. The affordable housing units generated by the Project shall be split 50% very low & low/50% moderate, and shall follow the bedroom distribution established in the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1, et seq.

The parties recognize and agree that the sixty (60) affordable units shall be rental units. In the event the market units are also rental units, the affordable units shall be integrated with the market units in the Project. Developer recognizes and acknowledges that the Township requires that the affordable housing units be integrated with the market units so that there is no distinction among the units. In the event the market units are for-sale units, the Township will permit the affordable units to be constructed on a separate lot, so that they may be financed separately from the market units. In such an event, the affordable units, constructed on the separate lot, shall be indistinguishable in appearance from the market rate buildings and units.

4. Attorney's Fees; Escrow: The Developer agrees to pay in full the Twenty Five Thousand (\$25,000.00) Dollars in attorney's fees due and owing to FSHC pursuant to paragraph 18 of the Settlement Agreement. Upon the signing of this Agreement, the Developer shall provide said funds in full to the Township. The Township shall deposit said funds in escrow until such time as the ordinance set forth in paragraph 3 above is adopted by the Lawrence Township Council. In the event the Developer elects to abandon the Project for any reason after the execution of this Agreement, the Developer acknowledges and agrees that it shall remain responsible for the payment of attorney's fees as set forth in this paragraph, and shall not be entitled to any reimbursement of the same from the Township.

5. Project Deemed Inclusionary: The Township acknowledges and agrees that with inclusion of sixty (60) family affordable units, the Project shall be inclusionary and, as such, shall be exempt from the imposition of any residential, affordable housing development fees.

6. Further Review of Project: Even with amendments to the applicable zoning ordinance, the Parties acknowledge that the Project shall require review and approval from one of the Township's land use boards. Any such land use application shall be filed with the appropriate board, and shall be reviewed and acted upon in due course. The Parties further acknowledge and agree that any such grant of approvals may necessitate the execution of another developer's agreement between the Parties in order to ensure the satisfaction of all conditions of approval, and nothing contained herein shall prohibit or impede the Parties ability to enter into further agreements concerning the Subject Property or the Project. The Parties recognize the potential need for subdivision approval which would separate the Subject Property from the balance of Lot 18, (and the office development on Unit A) and the potential further subdivision of the Subject Property, which shall only be developed with the Project.

7. Notices:

a. The Parties and their respective counsel agree to promptly provide each other with notice of any lawsuits, actions, governmental proceedings or administrative proceedings, whether threatened or pending, which could possibly have a material adverse impact on implementation of this Agreement.

b. All notices required under this Agreement shall be in writing and shall be given by facsimile, e-mail, certified mail return receipt requested or same-day or overnight delivery service providing delivery confirmation. All notices shall be deemed received upon the date of delivery. Unless notice of a change in name or address has been provided to the other Parties, the persons and entities entitled to receive notice shall be as follows:

TO THE TOWNSHIP:

Township of Lawrence  
Office of the Township Clerk  
2207 Lawrenceville Road  
Lawrence, NJ 08648  
Clerk@lawrencetwp.com

WITH A COPY TO:

David M. Roskos, Esq.  
Lawrence Township Attorney  
Eckert Seamans Cherin & Mellott, LLC  
P.O. Box 5404  
Princeton, NJ 08543  
droskos@eckertseamans.com

TO THE DEVELOPER:

Brandywine Operating Partnership, LP  
Attn: Anthony V. Ziccardi, Vice President  
250 Memorial Drive  
Camden, NJ 08103-1000  
LegalNotices@bdnreit.com



WITH A COPY TO:

Ronald C. Morgan, Esq.  
Parker McCay, P.A.  
9000 Midlantic Drive  
Suite 300  
Mt. Laurel, NJ 08054  
rmorgan@parkermccay.com

8. Non-Waiver: The failure of any Party hereto to seek redress of violation, or to insist upon the strict performance of any covenant, agreement, provision or condition of this Agreement shall not constitute a waiver thereof, and each Party hereto shall have all remedies provided herein with respect to any subsequent act that would have originally constituted a violation.

9. Governing Law: This Agreement is made pursuant to, and shall be deemed by and construed in accordance with the laws of the State of New Jersey. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Mercer County.

10. Modification; Successors and Assigns: This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and it may not be changed or modified orally, but only by duly authorized written instruments signed by the Parties. The terms and conditions set forth in this Agreement shall bind and inure to the benefit of and/or be the responsibility of any successor in interest of any Party to this Agreement and may be enforced by any such Party.

11. Cooperation; Severability: In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the Parties hereby agree, to the extent permitted by law, to fully cooperate defending any such action to uphold the validity and enforceability of this Agreement. If any term or provision of this

Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, all other provisions hereof shall nevertheless remain in full force and effect.

12. Counterparts: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original.

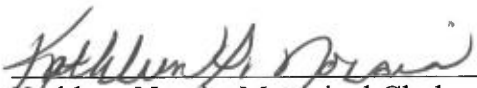
13. Validity and Enforceability: Each Party waives all rights to challenge the validity or enforceability of this Agreement.

14. Further Assurances: Each Party shall execute and deliver to the other all such other future instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to any other party the full and complete enjoyment of its rights and principles hereunder.

**IN WITNESS WHEREOF**, the Parties have duly executed this Developer's Agreement as of the day and year first written above.

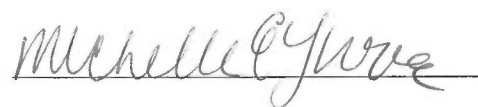
ATTEST:

THE TOWNSHIP OF LAWRENCE

  
Kathleen Norcia, Municipal Clerk

  
David Maffei, Mayor

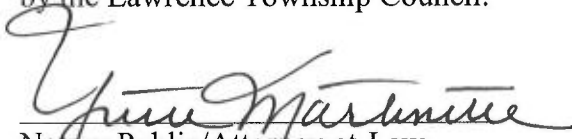
BRANDYWINE OPERATING  
PARTNERSHIP, LP





STATE OF NEW JERSEY :  
SS.  
COUNTY OF MERCER :

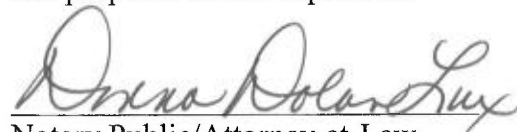
Be it remembered on this 14 day of September, 2017 before me, the subscriber, a notary public/attorney-at-law of the State of New Jersey, personally appeared David Maffei to me, known to be the Mayor of the Township of Lawrence, Mercer County, New Jersey, mentioned in the within instrument, to which I first made known the contents thereof and thereupon he did acknowledge that he signed, sealed and delivered the same as his voluntary act and as authorized by the Lawrence Township Council.

  
Notary Public/Attorney-at-Law  
State of New Jersey  
YVETTE M. MARTINETTE

NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES SEPT. 12, 2018  
Sworn to and subscribed before me  
this 14 day of Sept 2017.

STATE OF NEW JERSEY :  
SS.  
~~COUNTY OF MERCER~~ :  
CAMDEN

Be it remembered on this 6<sup>th</sup> day of September, 2017 before me, the subscriber, a notary public/attorney-at-law of the State of New Jersey, personally appeared Anthony V. Ziccardi to me, known to be a partner of Brandywine Operating Partnership, LP, mentioned in the within instrument, to which I first made known the contents thereof and thereupon he/she did acknowledge that he/she signed, sealed and delivered the same as his/her voluntary act and as authorized by Brandywine Operating Partnership, LP for the uses and purposes herein expressed.

  
Notary Public/Attorney-at-Law  
State of New Jersey

**DONNA DOLAN LUX**  
**NOTARY PUBLIC OF NEW JERSEY**  
**MY COMMISSION EXPIRES DEC. 1, 2017**

# Exhibit A



## Appendix C

### Order on Fairness and Preliminary Compliance Hearing



PREPARED BY THE COURT

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: MERCER COUNTY  
DOCKET NO. L-1538-15

IN THE MATTER OF THE  
APPLICATION OF TOWNSHIP OF  
LAWRENCE,

Civil Action  
(*Mt. Laurel*)

Petitioner.

**ORDER ON FAIRNESS AND  
PRELIMINARY COMPLIANCE HEARING**

**Attorney for Plaintiff:**  
David M. Roskos, Esq.  
Victoria D. Britton, Esq.  
Eckert, Seamans, Cherin, & Mellott  
Princeton Pike Corporate Center  
2000 Lenox Drive, Suite 203  
Lawrenceville, N.J. 08648

**Interested /Party/ Intervenor:**  
**Attorney for Fair Share Housing**  
Kevin D. Walsh, Esq.  
Adam Gordon, Esq.  
510 Park Blvd  
Cherry Hill, NJ 08002

**Intervenor:**  
**Attorney for Brandywine Operating  
Partnership**  
Parker McCay, PA  
Ronald C. Morgan, Esq.  
9000 Midlantic Dr. Ste. 300  
P.O. Box 5054  
Mt. Laurel, N.J. 08054-5054

**Special Master:**  
Elizabeth C. McKenzie, PP, PA  
9 Main Street  
Flemington, NJ 08822

**THIS MATTER** having been opened to the Court by way of Eckert, Seamans, Cherin & Mellott, attorneys for the Township of Lawrence (hereinafter referred to as "Lawrence"), David M. Roskos, Esquire, appearing, in the presence of Kevin Walsh, Esquire, attorney for Interested Party and Intervenor, Fair Share Housing Center, Inc. (hereinafter referred to as "FSHC"), and Ronald Morgan, Esquire, attorney for Intervenor Brandywine Operating Partnership, for a Fairness and Preliminary Compliance Hearing held pursuant to and in accordance with East/West



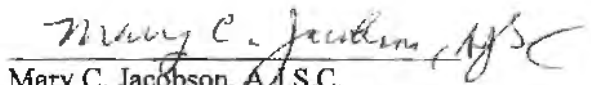
Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996); and sufficient notice of this hearing having been given in accordance with In the Matter of the Adoption of N.J.A.C. 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) (“Mount Laurel IV”) and Morris County Fair Housing Council v. Boonton Tp., 197 N.J. Super. 359 (Law. Div. 1984); and the court having considered the testimony Lawrence’s qualified affordable housing expert, Philip B. Caton, P.P., and the Court-appointed Special Master, Elizabeth McKenzie, P.P.; and the court having considered the Settlement Agreement entered into between Lawrence and FSHC, and Lawrence’s draft summary Housing Element and Fair Share Plan referenced therein and other exhibits presented by Lawrence in support of its plan; and Special Master McKenzie having recommended that the court find that the proposed plan is fair to low and moderate income individuals in Mercer County; and neither FSHC nor Brandywine objecting to the proposed plan; and good cause having been shown, for the reasons set forth on the record:

IT IS this 5<sup>th</sup> day of July, 2017, **HEREBY ORDERED** that:

1. The Court finds that the Settlement Agreement between Lawrence and FSHC is fair and adequately protects the interests of low and moderate income persons within Lawrence’s housing region based upon the criteria set forth in East/West Venture Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), for approving a settlement of Mount Laurel litigation; and
2. The Court preliminarily finds that Lawrence’s proposed draft summary Housing Element and Fair Share Plan is facially constitutional and provides a fair and reasonable opportunity for Lawrence to meet its obligation under Mount Laurel IV, subject to Lawrence’s satisfaction of any conditions set forth by the Court’s Special Master, and

subject to the Court's approval by way of a Final Compliance Hearing to be held as hereinafter set forth; and

3. By November 1, 2017, Lawrence shall have submitted to the Special Master for review and comment Lawrence's Housing Element and Fair Share Plan, and shall have provided for the Planning Board and/or Township Council to endorse the plan and to adopt all necessary effectuating Resolutions and Ordinances; and
4. The court shall conduct a case management conference by telephone on November 9, 2017 at 9:30 A.M. Counsel for Lawrence shall arrange for the call.
5. The temporary immunity previously granted to Lawrence herein is hereby extended until and through the day following the completion of the Final Compliance Hearing scheduled in this order and the entry of an Order granting a Final Judgment in this matter; and
6. A copy of this Order shall be served upon all parties on the service list in this matter within 7 days of Lawrence's receipt thereof.

  
Mary C. Jacobson, A.J.S.C.



## Appendix D

### Listing of Realistic Development Potential Parcels





## LAWRENCE TOWNSHIP, MERCER COUNTY, NJ

## VACANT LAND ANALYSIS, APRIL 6, 2017

## RDP CONTRIBUTING SITES (SEWERED)

List No.	Block	Lot	Property Class	Owner	Total Acres	Zoning District	Planning Area	Acres in SSA	Constrained Acres	Developable Vacant Land (Acres)	RDP	Total (Dwelling Units)	Affordable Units @ 20%	Comments
1	902	9	Vacant	KOCUBINSKI, JENNIE	1.01	R-4	1	1.01	0.00	1.01	6	6	1	
2	2101	39	Commercial	SHEFT ASSOCIATE INC	5.00	HC	2	5.00	0.00	5.00	6	30	6	RDP reflects construction on vacant portion of lot and excess parking lot.
3	2308	8	Public Property	TOWNSHIP OF LAWRENCE	0.89	R-4	1	0.89	0.00	0.89	6	5	1	
4	2312	128	Vacant	VINCH, VIRGINIA A	1.02	NC-1	1	1.02	0.00	1.02	6	6	1	
5	3002	46	Vacant	TYROWSKI, JOSEPH S JR	2.12	R-3	1	2.12	1.10	1.02	6	6	1	
6	3004	15, 176, 204, 205, 207	Golf Course	GREEN ACRES HOLDING COMPANY	15.30	R-1	2		0.00	15.30	6	97	19	Member-owned golf club. RDP reflects townhouse development of 97 market rate units approved in 2016.
7	3601	14	Vacant	BIELAMOWICZ, JOSEPH JR, MICHAEL ETALS	13.41	MX-2	5	6.18	11.13	2.28	6	14	3	RDP reflects construction on unconstrained part of sewer area. Remainder of lot is constrained.
8	3701	3	Qualified Farmland	CURDO, PERO & VERONICA	17.10	MX-2	5	3.93	12.23	2.98	6	18	4	RDP reflects construction on unconstrained part of sewer area. 1.886 acres of unsewered unconstrained area.
9	3701	4	Qualified Farmland	BRITTON REALTY OF LAWRENCEVILLE	10.82	MX-2	5	4.17	9.47	1.35	6	8	2	RDP reflects construction on unconstrained part of sewer area. Remainder of lot is constrained.
10	3901	4-01	Vacant	CAPITAL HEALTH SYS C/O BILL KEEFER	31.42	L-1	2	31.42	4.50	26.92	8	216	43	
11	4001	17	Qualified Farmland	BIELAMOWICZ, JOSEPH JR, MICHAEL ETALS	16.56	MX-2	5	16.56	12.53	4.03	8	32	6	
12	4102	5	Vacant	WENZEL TILE CO	38.50	MX-2	5	38.50	30.79	7.71	8	62	12	
13	4103	10	Vacant	MAS-FAM & SIMONE ASSO, LLC	3.89	PO	2	3.89	2.14	1.75	6	11	2	
14	4201.01	32-01.2	Vacant	FAMPEC, LLC	3.62	HC	2	3.62	0.46	3.16	15	47	10	
15	4201.01	33-03	Vacant	TRICONE ENGINEERS	7.17	HC	2	7.17	3.06	4.11	15	62	12	
16	4501	3	Qualified Farmland	EVANS, EDWARD E	5.09	R-2A	2	5.09	2.00	3.09	6	19	4	Within 150 feet of interstate 95. Constrained acres reflects environmental constraints (0.2 acres) plus narrow part of lot (1.8 acres). Only 3.29 acres are deep enough to accommodate development.
17	4901	1	Vacant	DIOCESE OF TRENTON - MORRIS HALL	9.97	SCR	2	9.97	0.00	9.97	14	140	28	RDP is net of nursing home construction on portion of 29.01-acre lot.
18	4902	6-01	Vacant	LAWRENCE ORAL & MAXILLO FACIAL SURG	1.11	RD-2B w/ PO	2	1.11	0.00	1.11	6	7	1	
19	5001	3	Qualified Farmland	BRISTOL-MYERS SQUIBB PLB TAX	51.73	RD-2	2	51.73	6.23	45.50	8	364	73	New 550,000 of office building on remainder of the parcel.
20	5001	34-02	Vacant	EMERY, JOHN W	0.89	RD-2B w/ PO	2	0.89	0.00	0.89	6	5	1	
21	5101	18	4A	PRINCETON PIKE V, VI, VII CONDO/PRISM	32.86	RD-2	2	32.86	6.17	26.69	11	300	60	Lot contains office structure and associated parking. Total acreage, including office area and existing infrastructure is 51.25 acres
22	5101	24	Vacant	QUINN, JUDITH G	2.52	RD-2	2	2.52	0.00	2.52	6	15	3	Fronts narrow underimproved road.
23	5801	15	Qualified Farmland	CHERRY GROVE FARM LLC C/O W HAMILL	178.40	EP-2	4	62.77	89.83	62.77	6	377	75	RDP reflects construction on unconstrained sewer area. Unconstrained, unsewered area totals 25.7 acres.
TOTALS					450.41				191.64	231.07		1846	368	

## LAWRENCE TOWNSHIP, MERCER COUNTY, NJ

## VACANT LAND ANALYSIS, APRIL 6, 2017

## RDP CONTRIBUTING SITES (UNSEWERED)

List No.	Block	Lot	Property Class	COUNTY	Owner	Total Acres	Zoning District	Planning Area	Constrained Acres	Developable Acres	RDP	Total (Dwelling Units)	Affordable Units @ 20%
A	1901	6	1	MERCER	THE BORO'S OF LAWRENCEVILLE, LLC	1.78	R-4	1	0.00	1.78	6	10.70	2.14
B	3701	3	3B		CURDO, PERO & VERONICA	10.82	MX-2	5	9.47	1.89	6	11.32	2.26
C	5801	15	3B		CHERRY GROVE FARM LLC C/O W HAMILL	178.40	EP-2	4.5	89.83	25.70	6	154.20	30.84
D	5801	16, 21, 27, 28	3B		CHERRY GROVE FARM LLC C/O W HAMILL	96.00	EP-2	4.5	28.62	67.38	6	404.28	80.86
E	6101	9	3B	MERCER	SKWARA, EDWARD J & SUSAN M	13.32	EP-1	4	0.00	13.32	6	79.90	15.98
F	6501	121.01	3B	MERCER	HAMILL, OLIVER	9.44	EP-1	4	0.98	8.46	6	50.78	10.16
G	6501	130	3B	MERCER	PIRONE, FELICE V & ELIZABETH M	6.89	EP-1	4	0.08	6.81	6	40.84	8.17
H	6501	132	3B	MERCER	PIRONE, SEBASTIANO ET UX	6.99	EP-1	4	0.12	6.87	6	41.22	8.24
I	7301	49.01	3B	MERCER	CARNEVALE, NICHOLAS R & BETH A	7.44	EP-2	4	0.00	7.44	6	44.61	8.92
J	7301	49.02	3B	MERCER	CARNEVALE, NICHOLAS R & BETH A	4.67	EP-2	4	0.00	4.67	6	28.00	5.60
K	7402	14	3B	MERCER	KALE, DOUGLAS W UX	2.64	EP-1	4	0.00	2.64	6	15.85	3.17
L	7402	16	3B	MERCER	KALE, DOUGLAS W UX	6.36	EP-1	4	0.00	6.36	6	38.18	7.64
M	7402	17	3B	MERCER	KALE, DOUGLAS W & WENDY C	2.92	EP-1	4	0.00	2.92	6	17.55	3.51
N	7501	37	1	MERCER	DE LIGNEROLLES, MICAELA	6.88	EP-1	4	0.00	6.88	6	41.29	8.26
O	7501	55	1	MERCER	K4K, LLC	1.85	EP-1	4	0.00	1.85	6	11.08	2.22
P	7501	100	1	MERCER	CLANCY, HENRY F ET UX	3.01	EP-1	4	0.00	3.01	6	18.06	3.61
Q	7501	14, 15	1	MERCER	THURMAN, JOHN & HILARY WINTER H/W	1.32	EP-1	3	0.00	1.32	6	7.92	1.58
R	7502	14	1	MERCER	SFORZA, JERRY ET UX	1.87	EP-1	4	0.00	1.87	6	11.24	2.25
S	7601	3	1	MERCER	PLEASANT, WILLIAM A & KUCEROVA, MARKE	2.01	EP-1	3	0.00	2.01	6	12.06	2.41
T	7801	12	1	MERCER	PROVINCELINE PROPERTY, LLC	2.38	EP-2	3	0.00	2.38	6	14.31	2.86
U	7801	13.02	1	MERCER	THE JANET LASLEY BYPASS TRUST	2.80	EP-2	3	0.00	2.80	6	16.78	3.36
TOTALS						369.79			129.10	178.36		1070.16	214.03

## Appendix E

### Rehabilitated Dwellings





**Unit Information - Rehabilitation**

**Municipality Name:** Township of Lawrence

**County:** Mercer

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Address	block	lot	qualifier	rental / for-sale	income level	final inspection date	funds expended on hard costs	development fees expended	funds recaptured	major system(s) repaired	was unit below code and raised to code?	effective date of affordability controls	length of affordability controls
				(select one)	(select one)	(mm/dd/yyyy)	(\$)	(\$)	(\$)	(select one)	(y/n)	(mm/dd/yyyy)	(years)
95 Betts Avenue	801	6		For Sale	Low	7/10/2013	\$ 15,460.00	\$ 15,460.00		Heating	Yes	4/20/2013	10
751 Bunker Hill Avenue	1602	12		For Sale	Low	11/22/2013	\$ 18,389.00	\$ 18,389.00		Heating	Yes	4/12/2013	10
80 Berwyn Place	2402	52		For Sale	Mod	11/25/2013	\$ 24,110.00	\$ 24,110.00		Roof	Yes	10/14/2013	10
49 Smithfield /avenue	1804	16		For Sale	Mod	3/14/2014	\$ 14,350.00	\$ 14,350.00		Roof	Yes	4/20/2013	10
93 Lawn Park Avenue	1301	81		For Sale	Low	1/13/2014	\$ 25,720.00	\$ 25,720.00		Roof	Yes	1/30/2014	10
72 Northbrook Avenue	1316	66		For Sale	Low	6/20/2014	\$ 23,861.00	\$ 23,861.00		Roof	Yes	1/30/2014	10
117 Villanova Avenue	1701	2		For Sale	Low	6/20/2014	\$ 17,450.00	\$ 17,450.00		Roof	Yes	4/23/2014	10
22 Hillside Road	3202	1		For Sale	Low	10/30/2014	\$ 17,400.00	\$ 17,400.00		Heating	Yes	4/29/2014	10
135 Review Avenue	2402	29		For Sale	Mod	12/10/2014	\$ 19,950.00	\$ 19,950.00		Roof	Yes	4/22/2014	10
20 Darrah Lane	3104	6		For Sale	Low	2/5/2015	\$ 15,700.00	\$ 15,700.00		Weatherization (Insulation/Siding/Windows/Door)	Yes	9/23/2014	10
19 Alburus Court	4104	1	C024	For Sale	Mod	3/6/2015	\$ 21,200.00	\$ 21,200.00		Heating	Yes	9/23/2014	10
26 Fairfield Avenue	1802	25		For Sale	Low	4/11/2015	\$ 22,900.00	\$ 22,900.00		Heating	Yes	10/26/2014	10
40 Poillon Court	4104	15	C375	For Sale	Mod	7/10/2015	\$ 14,550.00	\$ 14,550.00		Heating Loading Bearing System	Yes	12/10/2014	10
355 Eggerts Crossing Road	2328	26		For Sale	Mod	10/20/2015	\$ 14,500.00	\$ 14,500.00		Heating	Yes	3/27/2015	10
21 Poillon Court	4104	15	C390	For Sale	Low	11/20/2015	\$ 16,500.00	\$ 16,500.00		Heating	Yes	3/3/2015	10
173 Carter Road	7301	1		For Sale	Low	11/6/2015	\$222,267.26	\$ 22,267.26		Heating	Yes	2/19/2015	10
2218 Brunswick Pike	1604	49		For Sale	Mod	11/6/2015	\$ 24,850.00	\$ 24,850.00		Heating	Yes	2/19/2015	10
58 Merritt Drive	3007	39		For Sale	Mod	5/22/2016	\$ 19,830.00	\$ 19,830.00		Weatherization (Insulation/Siding/Windows/Door)	Yes	12/16/2015	10
4 Dorothea Terrace	2703	2		For Sale	Mod	Pending	\$ 7,195.00	\$ 7,195.00		Heating	Yes	5/18/2017	10

TOTAL \$ 356,182.26

AVERAGE \$ 18,746.43



# Appendix F

## Spending Plan



**SPENDING PLAN OF THE HOUSING ELEMENT AND FAIR SHARE PLAN**  
**LAWRENCE TOWNSHIP**  
**June 15, 2018**

**INTRODUCTION**

Lawrence Township has prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (*N.J.S.A. 40:55D-1 et seq.*), the Fair Housing Act (*N.J.S.A. 52:27D-301*) and the remaining valid regulations of the Council on Affordable Housing found at *N.J.A.C. 5:93-1*. A development fee ordinance was approved by COAH on May 6, 1992, which assisted in creating a dedicated revenue source for affordable housing. Once approved by COAH, the ordinance was officially adopted by the municipality on June 3, 1992. Among other attributes, the ordinance established Lawrence Township's affordable housing trust fund<sup>1</sup>. This Spending Plan directs how the Trust Fund monies will be dispersed.

In summary, the Township of Lawrence seeks to extend affordability controls on, including rehabilitating (as needed and requested), at least 63 units to meet its plan target of 105 total units. The Township also plans to rehabilitate major systems for up to 54 deficient housing units, including rental units that are occupied by income eligible persons (the rehabilitation of some owner-occupied units may be undertaken by Mercer County). Lawrence also seeks to make the required minimum affordability assistance expenditures through specific programs described in this Spending Plan and to help defray the costs of administrative expenditures.

As of the end of 2017, Lawrence Township had collected a total of \$5,584,496 in development fees, \$5,228,950 from payments in-lieu of construction, \$953,160 in interest and \$1,633,484 from other miscellaneous income. It had spent a total of \$8,224,642 toward affordable housing activity, \$1,842,247 on affordability assistance and \$1,684,275 on administrative costs, with a balance of \$1,648,926 in unspent funds. All development fees, other income, and interest generated by the fund are kept in an interest-bearing affordable housing trust fund account at PNC Bank for these purposes, with separate journal entries for the differing revenue and expenditure items. All affordable housing trust money is spent in accordance with *N.J.A.C. 5:93-8.16*, as described in the sections that follow.

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<sup>1</sup> - The updated development fee ordinance is attached as Appendix N.



**1. REVENUES FOR CERTIFICATION PERIOD**

In calculating a projection of revenue anticipated during the remaining Third Round period, Lawrence Township considered the following:

A. Development Fees.

1. Residential and nonresidential projects that have had development fees imposed upon them at the time of preliminary or final development approvals.
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy.
3. Future development that is likely to occur based on historical rates of development.

B. Payment in lieu of construction. The Township has not received any payments in lieu of construction since 2006 and does not expect future revenues from this source.

C. Other funding sources. Lawrence Township has collected \$1,633,484 from other sources as part of its revenue for affordable housing. These funds derive from the sale of units with extinguished controls, repayment of housing program loans, fines and fees, and proceeds from the sale of affordable units. The Township anticipates that it will receive up to \$600,000 from these sources during the Third Round.

D. Projected interest. Based on the current average interest rate, interest earned in recent years, and projected rates of development fee revenue, Lawrence Township anticipates collecting \$27,000 in interest through 2025.

**2. ADMINISTRATIVE MECHANISMS TO COLLECT AND DISTRIBUTE FUNDS**

The following steps for the collection and distribution of development fee revenues shall be followed by Lawrence Township.

A. Collection of development fee revenues. All collection of development fee revenues will be consistent with Article IX of the Land Use Ordinance and the requirements of *N.J.S.A. 40:55D-8.1* through *-8.7*.

- B. Distribution of development fee revenues. The Municipal Affordable Housing Administrator, in concert with the Township Manager and Chief Financial Officer will process the distribution of funds. The release of such funds requires the adoption of a resolution by the Township Council. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.





Projected Revenues Housing Trust Fund – 2018 through 2025

Table SP-1.

Year		2018	2019	2020	2021	2022	2023	2024	Mid-2025	2017-2025 Total
Projected Residential Development Fees	\$1,648,426 STARTING BALANCE (End of 2017)	\$35k	\$35k	\$35k	\$35k	\$35k	\$35k	\$35k	\$18k	\$263k
Projected Non-Residential Development Fees		\$150k	\$150k	\$150k	\$150k	\$150k	\$150k	\$150k	\$75k	\$1.125M
Other		\$80k	\$80k	\$80k	\$80k	\$80k	\$80k	\$80k	\$40k	\$600k
Interest		\$3600	\$3600	\$3600	\$3600	\$3600	\$3600	\$3600	\$1800	\$27k
<b>Total</b>			<b>\$363.6k</b>	<b>\$363.6k</b>	<b>\$363.6k</b>	<b>\$363.6k</b>	<b>\$363.6k</b>	<b>\$363.6k</b>	<b>\$363.6k</b>	<b>\$184.8k</b>

**Assumptions.** Lawrence Township projects a total of \$2,015,000 revenue to be collected between 2018 and 2025, from residential and non-residential development fees, other income, and accrued interest. Projected residential development fees are based on development fee receipts from the past five years and anticipated development.

**3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS**

Lawrence Township proposes to use the funds in the trust fund for the below listed items, pursuant to *N.J.A.C. 5:93-8.16(a)* and (c), during the Third Round:

- Rehabilitation program sufficient to rehabilitate 54 substandard housing units occupied by very-low, low-, and moderate-income households;
- Affordability assistance to very-low, low- and moderate-income buyers and renters of affordable housing units to lower the up-front costs of purchasing or renting a home through closing cost assistance and security deposit assistance; and
- Extensions of affordability controls scheduled to expire during the Third Round on existing affordable units, including inspections and necessary rehabilitation of such units to maintain Code compliance.

At least 30% of collected development fees, excluding expenditures made from the affordable housing trust fund, shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the Fair Share Plan. Additionally, no more than 20% of the revenues collected from development fees and from PILs collected prior to the adoption of the Roberts Bill (P.L. 2008, c. 46), shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to prepare or implement a rehabilitation program, a housing element and fair share plan, and/or an affirmative marketing program.

For any other uses of affordable housing trust funds, the Township shall apply to a court of competent jurisdiction or other authority, as the case may be, for an amendment to the Spending Plan.

**4. AFFORDABILITY ASSISTANCE (*N.J.A.C. 5:93-8.16(c)*)**

Lawrence Township is required to spend a minimum of 30 percent of development fee revenue and interest to render existing affordable units more affordable. At least one-third of that amount must be dedicated to very-low income households (i.e. households earning less than 30 percent of the regional median income) or to create very-low income units. Table SP-2 indicates the calculations required to determine the minimum affordability assistance.

**Table SP-2. Projected Minimum Affordability Assistance Requirement.**

Actual development fees to date		\$5,584,496
Actual interest earned to date	+	\$953,159
Development fees projected 2018-2025	+	\$1,388,000
Interest projected 2018-2025	+	\$27,000
<b>Total</b>	=	<b>\$7,952,655</b>
30 percent requirement	x 0.30 =	\$2,385,797
Less affordability assistance expenditures to date	-	\$1,842,247
<b>Projected Minimum Affordability Assistance Requirement</b>	=	<b>\$543,550</b>
Actual development fees since July 17, 2008		\$1,617,030
Actual interest earned since July 17, 2008	+	\$49,615
Development fees projected 2018-2025	+	\$1,388,000
Interest projected 2015-2025	+	\$27,000
<b>Total</b>	=	<b>\$3,081,645</b>
30 percent requirement	x 0.30 =	\$924,494
<b>Projected Minimum Very Low-Income Affordability Assistance Requirement</b>	÷ 3 =	<b>\$308,165</b>

Based on fees and interest collected to date, and projected revenues, Lawrence Township is required to dedicate \$543,550 to provide affordability assistance to income-qualified households. Of that number and based on development fees earned since July 17, 2008 and projected through 2025, \$308,165 must be used for affordability assistance to very-low income households. The Township will utilize its affordable housing trust fund to provide affordability assistance in the following forms:

#### **Homeownership Assistance**

The Township has historically provided \$337,750 of affordability assistance in the form of closing cost assistance, and will continue to provide these services through 2025 up to a total of \$180,000.

### **Security Deposit Assistance**

The Township will also operate a security-deposit assistance program, which is more likely to alleviate the costs of housing for very-low income households than are programs targeting homeowners.

The security-deposit assistance program will make \$308,165 of affordable housing trust funds available for any income-qualified household moving into deed restricted rental units within the Township, as long as funding is available. Priority will be given to very-low income households. The program will not require the household to demonstrate a hardship or to maintain a budget to be eligible for this assistance. The trust funds will go directly to the landlord and be credited toward the household's rent or security deposit balance.

The assistance will be provided in the form of an interest-free loan paid from the Township directly to the landlord, which must be paid back in full to the Township's affordable housing trust fund when the tenant receiving the subsidy moves out of the unit. Any amount of the security deposit that is withheld by the landlord as a penalty due to damage to the unit or another violation of the lease will be the responsibility of the tenant to pay back to the Township.

Upon return of the security deposit subsidy to the Township's trust fund, the money will become available again for assistance to income qualified renter households.

Additional details about these programs may be found in the operation descriptions at the end of this document.

### **Foreclosure Intervention Program**

The Township previously spent \$1,504,497 to purchase foreclosed affordable housing units at sheriff-sale, bring units up to code, and pay utilities, HOA fees, and other monthly costs incurred prior to resale of the units. The Township will continue its policy of preventing affordable units from being lost to foreclosure. The Township will set-aside \$270,762 in its affordable housing trust fund for this program through 2025. As required by *N.J.A.C. 5:97-6.14(a)*, all units purchased through this program receive Certificates of Continuing Occupancy (in the case of units that required rehabilitation) and Certificates of No Violation.

The operating manual in Appendix O of the Housing Element and Fair Share Plan contains the operating manual for the Extension of Controls and Foreclosure Intervention programs.

5. ADMINISTRATIVE EXPENSES (N.J.A.C. 5:93-8.16(e))

Lawrence Township may use affordable housing trust fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and affordability assistance expenditures. The Roberts Bill (P.L. 2008, c. 46), which was adopted on July 17, 2008, amended the Fair Housing Act to differentiate between payments in-lieu of construction (“PILs”) from development fees, among other things. Historically, municipalities counted PILs received prior to July 17, 2008 as revenues that can be spent toward administration, while subtracting past spending on RCA programs from the gross revenue basis of the administrative expenses cap calculation.

**Table SP-3. Projected Allowed Administrative Expense**

Development fees/interest collected to date		\$6,537,656
Payment-in-lieu of construction through July 17, 2008	+	\$5,228,950
Development fees projected 2018-2025	+	\$1,388,000
Interest projected 2018-2025	+	\$27,000
Less RCA Expenditures to Date	-	\$3,510,000
<b>Total</b>	<b>=</b>	<b>\$9,671,606</b>
20 percent maximum permitted administrative expenses	x 0.20 =	\$1,934,321
Less administrative expenditures through December 31, 2017	-	\$1,684,275
<b>Projected allowed administrative expenditures, January 1, 2018 to July 1, 2025</b>	<b>=</b>	<b>\$250,046</b>

Lawrence Township will not expend for administrative purposes in excess of the formula in Table SP-3. Permitted administrative expenditures within this framework are as follows:

- A. Township Attorney, Engineer, and Planner fees related to plan preparation;
- B. Municipal Housing Administrator program operational expenses;
- C. Costs associated with preparing new inclusionary zoning ordinances required by the Settlement Agreements with Fair Share Housing Center and Brandywine;

D. Costs associated with a study of the Lawrence Shopping Center to determine if redevelopment is feasible with the owner, as required by the Settlement Agreement with Fair Share Housing Center.

**6. REHABILITATION PROGRAM (N.J.A.C. 5:93-5.2)**

The Township has spent \$1,810,331 on rehabilitation activity to date. A portion of this funding rehabilitated nineteen homeowner-occupied units leaving the Township with a remaining rehabilitation obligation of 54 units (73-unit obligation – 19 units completed = 54 units remaining). The average hard cost for the creditable units is approximately \$18,750. The program has been open to both owners and landlords, but to date only owners have applied for the funding. The Township will dedicate \$1,080,000 of its municipal trust funds for the rehabilitation of the remaining 54 units at an average cost of \$20,000 per unit. The program will continue to be operated for the rehabilitation of owner-occupied and rental units.

Historically, the Township has also used Small Cities grant funds in its municipal rehabilitation program but no such funds are currently available. The Township will also participate in the Mercer County Department of Housing and Community Development's HOME-funded housing rehabilitation program, which is available to low- and moderate-income homeowners in Lawrence Township. Households qualified to participate in the County's program will be directed to apply directly to the County before seeking funding from Lawrence Township. To the degree that the County rehabilitates units, the Township will reduce the number of units it is required to rehabilitate through its trust fund.

**7. EXTENSIONS OF CONTROLS (N.J.A.C. 5:97-6.14)**

The Township proposes to extend affordability controls on an additional 63 affordable units for which existing controls are scheduled to expire during the Third Round. To date, the Township has extended controls on 42 units either by renewing affordability controls on units for an additional 30 years (starting from the original expiration date) at the time of resale, or through its foreclosure intervention program, through which the Township purchases affordable units in foreclosure and resells them with renewed 30-year affordability controls.

Since its certified 2009 Third Round Housing Element and Fair Share Plan, the Township has proposed to extend controls on 105 units. In order to extend controls on the remaining 63 units needed to meet this goal as required by the Settlement Agreement with Fair Share Housing Center, the Township will initiate an incentive program with as much as \$1,575,000 (or \$25,000 per unit).

The funding for the program is expected to be sufficient to provide a financial incentive to the current owners of each unit targeted by this campaign as well as addressing the rehabilitation or other costs associated with bringing units up to code. In accordance

with N.J.A.C. 5:97-6.14, the Township will fund any repairs to the units necessary to bring them into compliance with all applicable building codes. Rehabilitation and repair of affordable units as part of the extension of controls program will not count toward the satisfaction of the Township’s rehabilitation obligation, as the owners of these units may no longer be income qualified at the time that controls are extended.

A manual for the Extensions of Controls program and the Foreclosure Intervention program can be found in Appendix O of the Housing Element and Fair Share Plan.

**8. EXPENDITURE SCHEDULE**

Lawrence Township intends to spend affordable housing trust funds to rehabilitate as many as 54 structurally deficient housing units occupied by low- and moderate-income households, and to extend controls on at least 63 affordable housing units for which controls expire during the Third Round. The remainder of the Township’s current and projected trust funds will be spent toward affordability assistance and to cover some of the costs of administering the Township’s affordable housing programs. Where applicable, the funding schedule below will parallel the implementation schedule to be set forth in the Housing Element and Fair Share Plan.

**Table SP-4 - Projected Expenditure Schedule 2018 through 2025**

Program	Units	2018-2019	2020-2021	2022-2023	2024-2025	Total
Rehabilitation	54	\$360k	\$240k	\$240k	\$240k	\$1.08M
Extension of Controls	63	\$393.8k	\$393.8k	\$393.8k	\$393.8k	\$1.58M
Affordability Assistance						
<i>Foreclosure Intervention</i>		\$67.7k	\$67.7k	\$67.7k	\$67.7k	\$270.8k
<i>Closing Cost</i>		\$45k	\$45k	\$45k	\$45k	\$180k
<i>Security Deposit</i>		\$77k	\$77k	\$77k	\$77k	\$308.2k
Administration		\$62.5k	\$62.5k	\$62.5k	\$62.5k	\$250k
<b>TOTAL</b>		<b>\$1.01M</b>	<b>\$886k</b>	<b>\$886k</b>	<b>\$886k</b>	<b>\$3.66M</b>

**9. EXCESS OR SHORTFALL OF FUNDS**

If funding should fall short of the amount necessary, Lawrence Township will seek grants, low cost loans or use general revenues and its bonding capacity to meet such shortfall. In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to produce additional affordable housing through these programs or pursuant to a Court-approved amendment to this Spending Plan.

10. SUMMARY

The Township of Lawrence intends to spend affordable housing trust fund revenues pursuant to the regulations governing such funds and consistent with the amended Third Round Housing Element and Fair Share Plan. Lawrence had a balance of \$1,648,926 at the end of 2017 and anticipates an additional \$2,015,000 in revenues before the expiration of a Third Round Judgment of Repose for a total of \$3,663,926. \$1,080,000 will be set aside to rehabilitate as many as 534 units through the Township-operated rehabilitation program, and \$1,575,000 will fund an Extension of Controls initiative. Up to \$250,000 may be spent from the trust fund through 2025 toward the cost of administering the Township's affordable housing program. Additionally, the Township will make \$758,926 available to continue its foreclosure intervention and closing-cost assistance programs, and to initiate a security-deposit assistance program for renter households, geared toward very-low income renter households.

Table SP-5. Spending Plan Summary

<b>Revenues</b>	
Balance as of End of 2017	\$1,648,926
Projected Revenue from 2018 through 2025	
1. Development fees	+ \$1,388,000
2. Payments in lieu of construction	+ \$0
3. Other funds	+ \$600,000
Interest	+ \$27,000
<b>Total Projected Funds</b>	<b>= \$3,663,926</b>
<b>Expenditures</b>	
Funds used for Rehabilitation	\$1,080,000
Extension of Controls	+ \$1,575,000
Affordability Assistance	
Foreclosure Intervention	+ \$270,762
Closing Cost Assistance	+ \$180,000
Security Deposit Assistance	+ \$308,165
Administration	+ \$250,000
<b>Total Projected Expenditures</b>	<b>= \$3,663,926</b>

Exhibit A



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OPERATIONAL DESCRIPTIONS OF AFFORDABILITY ASSISTANCE PROGRAMS

A. Security Deposit Assistance Program

1. Purpose. To offset the financial hardship likely to occur when an income qualified household signs a lease and is required to pay both the first month's rent and a security deposit (generally the equivalent of one month's rent). Payment of the security deposit out of the affordable housing trust fund alleviates the hardship to the household. However, as with any lease agreement, the tenant will be liable for damage to the unit or any other violation of the lease agreement.
2. Target Population. Very-low, low, and moderate-income households moving into affordable housing units in Lawrence. Priority will be given to very-low income households.
3. Basis for Funding. The assistance will be provided in the form of an interest-free loan paid from the Township directly to the landlord, which must be paid back in full to the Township's affordable housing trust fund when the tenant receiving the subsidy moves out of the unit. Any amount of the security deposit that is withheld by the landlord as a penalty due to damage to the unit or another violation of the lease will be the responsibility of the tenant to pay back to the Township.
4. Administrative Entity/Procedure. The municipal administrative agent will determine availability of funds and qualification of the unit and prospective tenant household for the subsidy and request authorization to disburse funds from the municipality's Chief Financial Officer (CFO). The CFO will release the funds to the administrative agent, who will pay the funds to the landlord at the time the lease is executed by the landlord and qualifying tenant household. Upon return of the security deposit subsidy to the Township's trust fund, the money will become available again for assistance to income qualified renter households.
5. Advertising of Program. Assistance through this program will be provided automatically, as funds are available, upon execution of the lease for an affordable rental unit in the Township. As such, advertising is not necessary.

B. Closing Cost Assistance

1. Purpose. To offset the financial hardship to low- and moderate-income households when they are required to pay closing costs to purchase a for-sale affordable unit.
2. Target Population. Low- and moderate-income households purchasing affordable for-sale housing units in Lawrence.
3. Basis for Funding. The Township provides a \$1,000.00 closing cost reimbursement to all purchasers of affordable for-sale units in the Township upon receiving closing documents.
4. Administrative Entity/Procedure. The municipal administrative agent will determine availability of funds and qualification of the unit and prospective tenant household for the reimbursement. The municipal administrative agent then requests authorization to disburse funds from the CFO, who issues a check for \$1,000 to the homeowner. No more than one (1) such reimbursement will be offered per household.
5. Advertising of Program. Assistance through this program will be provided automatically, as funds are available, upon the transfer of ownership of an affordable unit in the Township to a qualified household. Advertising of the program to the general public will not be necessary; however, the program information will be placed on the municipal website.



# Appendix G

## Rehabilitation Manual





**Operating Manual  
Lawrence Township Home Improvement Program**

Prepared by Maureen Fullaway, President  
Affordable Housing Administrators  
PO Box 945  
Point Pleasant, NJ 08742  
732-892-4292



JUL 17 2019

**Lawrence Township Operating Manual  
Housing Rehabilitation Program**

**REHABILITATION PROGRAM OPERATING MANUAL CHECKLIST  
Minimum Standards**

At a minimum the Rehabilitation Program Operating Manual must clearly describe the procedures and policies for the following:

	<b>Eligible Participants</b>
X	Categories of Participants –Owners/Renters
X	Income Limits (Appendix H)
X	Certification of Substandard – List Major Systems
	<b>Available Benefits</b>
X	Program Financing – Owners/Renters
X	Program Affordability Controls
X	Program Affordability Controls – Owner-occupied - Lien
X	Program Affordability Controls – Renter-occupied – Deed restriction and lien
	<b>Eligible Property Improvements</b>
X	Eligible property improvements - Sample related work
X	Ineligible property improvements
X	Rehabilitation Standard
	<b>Overview of Administrative Procedures</b>
X	Income Eligibility and Program Certification – Documents to be submitted Owners/Renters – period of eligibility
X	Housing Inspection/Substandard Certification
X	Ineligible Properties – The total debt must be less than the appraised price.
X	Work Write-up and Cost Estimate
X	Contractor Bidding Negotiations – Min 3 Bids
X	Contractor Signing/Pre-Construction Conference
X	Progress Inspections
X	Change Orders
X	Payment Schedule
X	Appeal Process – Property Improvements
X	Final Inspection
X	Recorded Mortgage, Mortgage Note, Deed Restriction for rental units
	<b>Income Eligibility Certification</b>
X	Verification documentation required
X	Eligible Income/Ineligible Income
X	Appeal Process – Income Eligibility
	<b>Contractor Related Procedures</b>
X	Standards for contractor selection – 3 recent job references, licenses, workmen’s compensation, minimum \$500,000 liability
X	Contractor Requirements – Start date and signed agreement
X	List of Pre-qualified Contractors (Not available yet)
	<b>Maintenance of Records</b>

X	List documents to be filed
X	Rehabilitation Waiting List
X	Monitoring Information required
	<b>Program Marketing</b>
X	Public Hearing for lottery (only if an adequate number of applicants)
X	Program Flyer Appendix (C)
	<b>Rental Units</b>
X	Include overview of local rental process
X	<b>Affirmative Marketing</b>
X	Modified Affirmative Marketing Plan included
X	How will re-rentals be marketed?
X	No regional preference
X	Rehabilitation Program Administrator to market re-rentals
	<b>Random Selection &amp; Applicant Pool</b>
X	Verification before lottery process
X	Pool of applicants will be not be randomized each time a unit is available
	<b>Matching Households to Available Units</b>
X	All rental applicants must be low income and matched with appropriate number of bedrooms per COAH guidelines.
	<b>Household Certification</b>
X	Standards for reviewing applicant household eligibility and certifying applicant households
X	Verification documentation required
X	Eligible Income/Ineligible Income
X	Maximum Monthly Payment
X	Basis for Dismissing Applications
X	Appeals – Income Eligibility
	<b>Determining Affordable Rents</b>
X	Determining Initial Rents
X	Determining Rent Increases
	<b>Maintenance of Records for Rental Program</b>
X	List documents to be filed
X	Monitoring information required
X	<b>Appendices</b>



## **Appendix**

- A. **Model Documents for Single Family Owner-Occupied Units**
- B. **Model Documents for Two-Family Rental Units (where the owner must occupy one of the units)**
- C. **Model Flyer**
- D. **Application for Rehabilitation Assistance**
- E. **List of Housing Counseling Agencies**
- F. **Program Description for Single Family Owner-Occupied Units**
- G. **Program Description for Two-Family Rental Units (where the owner must occupy of the units)**
- H. **Income Limits**

## INTRODUCTION

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of the Lawrence Township Rehabilitation Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the rehabilitation process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, cost estimating, contract payments, record keeping and overall program administration.

The following represents the procedures developed to offer an applicant the opportunity to apply to the program.

### A. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

## SECTION I. ELIGIBLE PARTICIPANTS

### A. Categories of Participants

Both owner-occupied single family units and 2-unit homes, where the owner occupies one unit, are eligible to receive funding for rehabilitation. In order to assist the rental unit, the renters must income-qualify as low income per NJ Council On Affordable Housing standards. The program is open only to homes where a housing inspector has determined code violations or other substandard conditions. Rents must be affordable to low-income households.

### B. Income Limits for Participation

The occupants of the units must have incomes that fall within the income guidelines established for Mercer County by the Council on Affordable Housing (COAH). These limits are revised annually as COAH figures become available and can be found in Appendix H.

For owner-occupied units, the carrying costs of the unit (taxes, mortgage, insurance, should meet COAH criteria (less than 33% of gross income for families, less than 40% of gross income for

seniors). However, providing that all mortgages, property taxes and homeowner's insurance, are paid to date, the 33% and 40% criteria will be waived.

The program will strive to provide that low-income households occupy at least 50 percent of the units rehabilitated.

### **C. Program Area**

This is a municipal-wide program. The rehabilitation property must be located in Lawrence Township.

### **D. Certification of Substandard**

The purpose of the program is to bring substandard housing up to code. Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. HVAC
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing structural systems
7. Lead paint abatement
8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

Code violations will be determined by an inspection conducted by a licensed inspector.

## **SECTION II. AVAILABLE BENEFITS**

### **A. Program Financing**

Up to \$20,000 per unit may be available for improvements to eligible owner-occupied and renter-occupied units.

### **B. Owner-occupied Affordability Controls**

The Lawrence Township Home Improvement Program is designed as a forgivable loan program. Any homeowner who participates in the program will be required to execute a Mortgage and Mortgage Note which will place a conditional lien on the home for ten years. The lien will be held by Lawrence Township. If the owner remains in the home for 10 (ten) years, the loan is forgiven and the lien is removed from the property. If the title is transferred before then, repayment of the loan will be pro-rated depending on the number of years the loan has been in use. The table below describes the terms of repayment:

**Repayment Amounts Owed If Loan Is Terminated**

<b>Years Loan Was Active</b>	<b>Percentage Owed</b>
0-5 years:	Full amount
6 years:	80%
7 years:	65%
8 years:	50%
9 years:	25%
10 years:	0%

Should the owner decide to sell the property, transfer title, or pass away before the terms of the lien have expired, the heirs, executors, or representatives must notify the Lawrence Township Planning Department. The heirs would be obligated to repay the loan based on the prorated schedule. The only exception is if the beneficiary inherits the home and meets the required income-eligibility guidelines and resides in the unit. In this case the loan would remain forgiven.

**C. Renter-occupied Affordability Controls**

For rental units, the controls on affordability shall be in the form of a 20-year deed restriction and will also include a 20-year lien. If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low-income household at an affordable price and affirmatively marketed to the Mercer, Ocean and Monmouth County region. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9. Both the rents and the rents must be approved by Lawrence Township.

**Repayment Amounts Owed If Loan Is Terminated**

<b>Years Loan Was Active</b>	<b>Percentage Owed</b>
0-5 years:	Full amount
6 years:	80%
7 years:	65%
8 years:	50%
9 years:	25%
10 years:	0%

Should the owner decide to sell the property, transfer title, or pass away before the terms of the lien have expired, the heirs, executors, or representatives must notify the Lawrence Township Planning Department. The heirs would be obligated to repay the loan based on the prorated schedule above. In this case, loan repayment must occur, with no interest, upon a transfer of title. The only exception is if a beneficiary inherits the home and meets the required income-eligibility guidelines and resides in the owner-occupied unit. In this case the loan would remain forgiven.

**D. Loan Subordination** The municipality may agree to the subordination of a loan if the mortgage company supplies an appraisal showing that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit.

## **SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS**

### **A. Eligible Improvements**

Home Improvement funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, or to increase weatherization efficiency.

At least one major system must be replaced or included in the repairs, which include one of the following:

- Roof
- Plumbing (including wells)
- HVAC
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Interior trim work,
- Interior and/or exterior doors, including storm doors
- Interior and/or exterior hardware
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair or replacement

### **B. Ineligible Improvements**

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves or refrigerators may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

### **C. Rehabilitation Standards**

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

### **D. Certification of Standard**

All code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards described in sub-section C above upon issuance of a certificate of completion or occupancy. The licensed inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

## **SECTION IV. OVERVIEW OF ADMINISTRATIVE PROCEDURES**

### **A. Application**

Property owners interested in participating in the Home Improvement program may call the Township's consultant to be added to the waiting list by calling:

**Affordable Housing Administrators  
PO Box 945  
Point Pleasant, NJ 08742  
732-966-0674**

The program staff will review a preliminary phone application. If an owner-occupant appears to be income eligible, a formal application requiring written documentation, will be mailed to the applicant. The applicant will be given three weeks to send in all required documentation. If an application is incomplete, the program staff will work with the applicant to help complete the application.

Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The program staff will send applications to the owner and the tenants to provide evidence of income eligibility of the occupants of the units. If the rental unit is unoccupied the time of rehabilitation, the rehabilitated rental unit must be affirmatively marketed to the Ocean, Monmouth and Mercer County areas for re-rental.

### **B. Processing of Applications**

Names for the waiting list will be accepted for a specified period of time. Verbal information will be obtained to pre-qualify applicants. A lottery will be conducted at the municipal building to determine the order in which applicants will be selected. The lottery will be advertised and open to the public.

## **B. Income Eligibility and Program Certification**

For the households seeking a determination of income eligibility, both owner-occupants and renter-occupants, all wage earners 18 years of age or older in the household must submit appropriate documentation to document the household income, as further described below.

Property owners of both owner-occupied and renter-occupied units must submit the following documentation:

- Copy of the deed to the property.
- Proof that property taxes are current.
- Proof of property insurance, including liability, fire and flood insurance where necessary.

If after review of the income documentation submitted an applicant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if the applicant's or each tenant's income exceeds COAH income limits.

Upon confirmation of income eligibility of the applicant or the applicant's tenants, the program staff will schedule a housing inspection. Income eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter of certifying eligibility, the applicant will be required to update his/her file.

## **C. Housing Inspection/Substandard Certification**

Once determined eligible, the program staff will arrange for a qualified, licensed, housing/building code inspector to inspect the entire residential property.

The licensed inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All required repairs will be identified.

## **D. Ineligible Properties**

If after review of the property, the program staff will send a letter delineating the reasons for the determination of ineligibility. An applicant's property may be determined ineligible for any one of the following reasons:

- Property does not need sufficient repairs to meet eligibility requirements.
- Real estate taxes and/or mortgage are in arrears.
- Property is listed for sale.
- Property is in foreclosure.
- Total debt on the property will exceed the value of the property.

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be eligible, the inspector will then certify that the dwelling is substandard by completing and signing the Certificate of Substandard Form and submitting this to the program staff.

#### **E. Cost Estimate**

The program staff will prepare a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category.. It will contain information as to the scope and specifics on the materials to be used. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Work Write-up with the property owner and obtain written approval.

Only required repairs to units occupied by income eligible households will be funded through the Home Improvement program. If the property owner desires work not fundable through the program, including work on a non-eligible owner-occupied unit of a rental rehabilitation project, work on a non-eligible rental unit in a multi-unit building or improvements not covered by the program, such work may be added to the work write-up if the property owner provides funds to be deposited in the municipality's Housing Trust Fund prior to the commencement of the rehabilitation of the property. Such deposited funds not expended at the time of the issuance of a certificate of completion/occupancy will be returned to the property owner.

#### **F. Contractor Bidding Negotiations**

After the unit and the unit occupant have been certified as eligible, the program staff will provide a list of approved, pre-qualified general contractors for bidding. The property owner reviews this list and selects a minimum of three and a maximum of five contractors from whom to obtain bids. The program staff and property owner will then review these bids. The lowest responsible general contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

#### **G. Contract Signing/Pre-Construction Conference**

Program staff will review the bids with the property owner. The program staff will conduct a loan closing. Documents to be executed include among others: Contractors Agreement(s), Mortgage and Mortgage Note. Rental properties will include a deed restriction. The property owner, program staff representative, and contractor will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within twenty (20) calendar days of the date of the contract signing and be totally completed within ninety (90) days from the start of work, will be issued to each contractor.

#### **H. Progress Inspections**

The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements.



Any work item requiring a municipal permit must be inspected by the municipal construction official. The item must pass inspection before a payment will be issued.

### **I. Change Orders**

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program staff will have the qualified professional(s) inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order. Additionally, if the applicant is not funding the additional cost, new financing documents will be executed reflecting the increase.

### **J. Payment Schedule**

The contract will permit a maximum of three progress payments if the project costs less than or equal to \$20,000. First payment is made when the project is one-third completed. Second payment is made when the project is one-half completed. Final payment will be made upon completion.

The contractor will submit a payment request. The applicant will sign a payment approval if both the applicant and housing/building inspector are satisfied with the work performed. The municipality will then release the payment.

Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable).

### **K. Appeal Process**

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the municipality's program liaison for a hearing. The municipality's program liaison will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the payment. The municipality's program liaison decision will be binding on both the applicant and the contractor

### **L. Final Inspection**

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted and photographs taken. The program staff (or a representative) and the property owner, shall be present at the final inspection. If required a punch list will be prepared and forwarded to the contractor for completion.

## **M. Record Deed Restriction and Mortgage Documentation**

Program staff will file the executed Mortgage with the County Clerk. If the property is a rental property, a deed restriction will also be recorded.

## **N. File Closing**

After the final payment is made, the applicant's file will be closed by the program staff and submitted to Lawrence Township.

## **SECTION V. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION**

### **A. Complete a Household Eligibility Determination Form**

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq. (except for the asset test).<sup>1</sup> Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
- A letter or appropriate reporting form verifying monthly benefits such as
  - Social Security or SSI – Current award letter or computer print out letter
  - Unemployment – verification of Unemployment Benefits
  - Welfare -TANF<sup>2</sup> current award letter
  - Disability - Worker's compensation letter or direct deposit.
  - Pension income (monthly or annually) – a pension letter or end of year statement.

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<sup>1</sup> Asset Test – N.J.A.C. 5:80-26.16(b)3 which provides that if an applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit as published annually by COAH, a certificate of eligibility shall be denied by the administrative agent, unless the applicant's existing monthly housing costs ...exceed 38 percent of the household's eligible monthly income.

<sup>2</sup> TANF – Temporary Assistance for Needy Families

- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or original court award letter. If the owner can show proof that child support or alimony is not being paid regularly, the unpaid income will not be counted.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household's income are listed under Income. Those that are not considered as part of the household's income are listed under Not Income.

***Income***

1. Wages, salaries, tips, commissions
2. Verified regular alimony
3. Regularly scheduled overtime
4. Pensions
5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds

12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
13. Rent from real estate is considered income
14. Any other forms of regular income reported to the Internal Revenue Service

### ***Not Income***

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care or adoption of special needs children
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of dependents enrolled as full-time students
11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

### ***Student Income***

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

### ***Income from Real Estate***

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Rehabilitation Program Administrator should determine the imputed interest from the value of the property. The Rehabilitation Program Administrator should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

The imputed value on real estate does not include the value of the property to be rehabilitated. It includes any other investor-owned properties owned by the applicant.

## **B. Records Documenting Household Composition and Circumstances**

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income tax return
- Birth Certificate or Passport
- Alien Registration Card

C. Certify the income eligibility of low- and moderate-income households by completing the application form. Keep the original in the project files. Appeals on income eligibility can be made to the Municipal Housing Liaison.

## **SECTION VI. CONTRACTOR RELATED PROCEDURES**

### **A. Contractor Selection**

Contractors must apply to the program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors must carry workmen's compensation coverage and liability insurance of at least \$500,000 for bodily injury or death and \$50,000 for property damage. Only licensed tradesmen will be permitted to perform specialty work such as plumbing, heating and electrical.

## **B. Number of Proposals Required**

The property owner will select a minimum of three general contractors from a list of pre-approved contractors. Property owners may not select contractors who do not appear on the list.<sup>3</sup> The approved work write-up will be submitted to the selected contractors by the program staff. Contractors must visit the property and submit bids within 21 days. The contract will be awarded to the lowest bidder<sup>4</sup>, provided that the housing/building inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids should fall within 15% percent of the cost estimate, however, bidding 15% under or over the estimate will lead to automatic rejection of a bid.

## **C. Contractor Requirements**

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff to be attended by the property owner and contractor.

## **SECTION VII. MAINTENANCE OF RECORDS**

### **A. Files To Be Maintained on Every Applicant**

The program staff will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form
- Tenant Information Form (Rental Units Only)
- Income Verification
- Letter of Determination of Ineligibility, if applicable

### **B. Files of applicants approved for the program will also contain the following additional documentation:**

- Housing Inspection Report
- Photographs - Before
- Proof of Homeowners Insurance
- Copy of Deed to Property

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<sup>3</sup> The program may permit a property owner to seek proposals from non-program participating contractors. However, the municipality must pre-approve the contractor prior to submitting a bid.

<sup>4</sup> If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

**C. For properties determined eligible for the program where the applicants choose to continue in the program, the files shall contain the following:**

- Work Write-Up/Cost Estimate
- Copies of Bids
- Applicant/Contractor Contract Agreement
- Recorded Mortgage/Lien Documents
- Copies of All Required Permits
- Progress Payment Inspection Reports
- Progress Payment Vouchers
- Change Orders (If needed)
- Final Inspection Report
- Photographs - After
- Certification of Completion

Individual files will be maintained throughout the process and submitted to the municipality.

**Rehabilitation Waiting List**

A rehabilitation list will be maintained by the program staff that depicts the status of all applications in progress.

**A. Monitoring**

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Development Fees expended
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

**SECTION VIII. PROGRAM MARKETING**

Program flyers will be available at the municipal building, library, and senior center and on the municipal website. Posters regarding the program will be placed in retail businesses throughout

the municipality. A description of program availability will also be advertised in the Trenton Times newspaper. If such advertisement does not produce enough applicants, flyers will be sent out by the municipality in tax bills.

Prior to commencement of the program and periodically thereafter, the municipality will hold informational meetings on the program to all interested contractors. Each contractor will have the opportunity to apply for inclusion of the municipal contractor list.



**RENTAL PROCEDURES**  
**SECTION IX**

## SECTION IX. RENTAL PROCEDURES REHABILITATED UNITS

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq. once the rental units are rehabilitated.

### A. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

### B. Overview of the Affordable Housing Administration Process for Rental Units

- The rehabilitation program administrator will income qualify current residents of rental units where the owner seeks rehabilitation assistance.
- The Municipal Housing Liaison, not the Rehabilitation Program Administrator, serves as an initial point of contact for unsolicited calls to the municipality about affordable housing. Potential renters will only be directed to the Rehabilitation Program Administrator if there is a vacant rehabilitated unit available within the municipality.
- The Municipal Housing Liaison, not the Rehabilitation Program Administrator, oversees the municipality's Affirmative Marketing Plan.
- The Municipal Housing Liaison, serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and pre-qualifies all interested callers unless the rental unit has been rehabilitated and is vacant. The Municipal Housing Liaison will refer callers for specific rehabilitated rental units to the Rehabilitation Program Administrator.
- The Rehabilitation Program Administrator will accept returned applications for a 30 day period of time for the vacant rehabilitated units.
- The Rehabilitation Program Administrator will pre-qualify applicants in the applicant pool for the rehabilitated rental unit for income eligibility and send either a rejection letter to those over income or a preliminary approval letter to those who appear income-eligible.
- When a unit becomes available, the Rehabilitation Program Administrator will proceed with the income qualification process.

- The Rehabilitation Program Administrator must notify applicant households in writing of certification or denial within 20 days of the determination.
- Once certified, households are further screened to match household size to bedroom size.
- Certified households that are approved for a rehabilitated rental affordable housing unit will sign Appendix K and any other applicable documents, which are held in the applicant file. Applicants then make an appointment with the owner. Applicant households seeking rental units proceed with a credit check, which is generally conducted by the landlord. If there are multiply eligible applicants for the rental unit, the landlord will select the renter. If approved, the applicant will sign the lease, pay the first month's rent and the security deposit and receive the keys.
- The certified household moves in to the affordable rental unit.

### **C. Roles and Responsibilities**

#### ***Responsibilities of the Municipal Housing Liaison***

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see the section **Responsibilities of the Municipal Attorney**). The primary purpose of the Municipal Housing Liaison is to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the Municipal Housing Liaison include the following duties.

**Monitor the status of all restricted units in the municipality's Fair Share Plan.** Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

**Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households.** The Municipal Housing Liaison serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent and Rehabilitation Program Administrator.

**Compile, verify and submit annual reporting.** The Municipal Housing Liaison and the Rehabilitation Program Administrator are responsible for collecting much of the data that is ultimately included in an annual COAH monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report to COAH. Any requests from COAH for additional information or corrections will be directed to the Municipal Housing Liaison.

**Provide Administrative Services, unless those services are contracted out.** The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of a Rehabilitation Program Administrator**

***Responsibilities of Rehabilitation Program Administrator***

The primary responsibility of a **Rehabilitation Program Administrator** is to establish and enforce affordability controls and ensure that units in their portfolio are rented to eligible households.

The **Rehabilitation Program Administrator** must secure written acknowledgement from all owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the **Rehabilitation Program Administrator**.

**Create and adhere to an Operating Manual.** **Rehabilitation Program Administrators** are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

**Implement the Affirmative Marketing Plan for the Rehabilitation Program.** At the first meeting with the Municipal Housing Liaison, Rehabilitation Administrator, and the owner of a rental unit, this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units.

**Accept applications from interested households.** In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Rehabilitation Administrator. The **Rehabilitation Program Administrator** will supply applicants with applications, provide additional information on available units and accept completed applications.

**Conduct random selection of applicants for rental of restricted units.** **Rehabilitation Program Administrator** is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual. However, the landlord has the final say as to who rents the rehabilitated unit.

**Create and maintain a pool of applicant households.** This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

**Determine eligibility of households.** The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of a Rehabilitation Program Administrator. A written determination on a household's eligibility must be provided within twenty (20) days of the Rehabilitation Program Administrator determination of non-eligibility. Whether or not the household is determined to be eligible for a unit, it is a Rehabilitation Program Administrator's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. A Rehabilitation Program Administrator is required to ensure that all certified applicants execute a certificate acknowledging the rights and requirements of renting an affordable unit, in the form of Appendix K of UHAC.

**Establish and maintain effective communication with property managers and landlords.** Landlords of rehabilitated restricted units should be instructed and regularly reminded that the Rehabilitation Program Administrator is their primary point of contact. The Rehabilitation Program Administrator must immediately inform all property managers and landlords of any changes to the Administrative Agent's contact information or business hours.

Property managers and landlords should be instructed to immediately contact the Administrative Agent:

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.

**Provide annual notification of maximum rents.** Each year when COAH releases its low- and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. A Rehabilitation Program Administrator's contact information must be included on such notification in case the tenant is being overcharged.

**Serve as the custodian of all legal documents.** The Rehabilitation Program Administrator is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, Rehabilitation Program Administrator must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Deed Restrictions, Deeds, Repayment Mortgages, Repayment Mortgage Notes, Leases and Appendix K from UHAC. See Appendix

**Provide annual activity reports to Municipal Housing Liaison for use in the annual COAH monitoring report.** Rehabilitation Program Administrator is responsible for collecting the reporting data on each unit in their portfolio.

#### ***Responsibilities of the Municipal Attorney***

The Municipal Attorney assists the municipality with developing, administering, and enforcing affordability controls, including but not limited to

- Providing all reasonable and necessary assistance in support of the **Rehabilitation Program Administrator** efforts to ensure compliance with the housing affordability controls.
- Approve of legal documents in Operating Manual

#### ***Responsibilities of Owners of Rental Units***

Open and direct communication between the Owners of rental units, the Municipal Housing Liaison and the **Rehabilitation Program Administrator** is essential to ongoing administration of affordability controls. Although the **Rehabilitation Program Administrator** is required to serve as the primary point of contact with households, the Owner must provide the Municipal Housing Liaison and **Rehabilitation Program Administrator** with information on vacancies. Owners of rental units are also responsible for working with the **Rehabilitation Program**

**Administrator** to ensure that the Municipal Housing Liaison has all necessary information to complete the annual COAH reporting.

### ***Responsibilities of Landlords and Property Managers***

Landlords must place a notice in all rental properties annually informing residents of the rent increase for the year and the contact information for the **Rehabilitation Program Administrator**.

## **D. Affirmative Marketing**

### ***Overview of the Requirements of an Affirmative Marketing Plan***

All affordable units are required to be affirmatively marketed using the affirmative marketing plan outlined below. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age, or number of children to housing units which are being marketed by an Rehabilitation Program Administrator or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

Every Affirmative Marketing Plan must include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- Broadcast of at least one advertisement by radio or television throughout the housing region. If only one or two rehabilitated units are available at any one time, it may not be necessary to broadcast the unit's availability. Advertising is really meant for larger developments with multiple affordable units. In the event that we cannot find an adequate number of renters, we will consider a broadcast.
- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan must include the following information:

- The address of the rental unit
- The number of rental units
- The price ranges of the rental units

- The name and contact information of the Municipal Housing Liaison and **Rehabilitation Program Administrator**.
- A description of the Random Selection method that will be used to select applicants for affordable housing.
- Disclosure of required application fees, if any.

Advertisements must contain the following information for each affordable housing opportunity:

- The location of and directions to the units
- A range of prices for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application for a housing unit

### ***Implementation of the Affirmative Marketing Plan***

The affirmative marketing process for affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the **Rehabilitation Program Administrator** shall undertake all of the strategies outlined in the *Lawrence Township's* Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all the units have been rented. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the **Rehabilitation Program Administrator** for rentals.

When a re-rental affordable unit becomes available, **Rehabilitation Program Administrator** applicants will be selected from the applicant pool and, if necessary, the unit will be affirmatively marketed as described above.

The selection of applicants from the applicant pool is described in more detail in this manual under the section **Random Selection & Applicant Pool(s)**.

### ***B. Randomization after Certification***

Random selection is conducted when a unit is available, and only certified households seeking the type and bedroom size of the available unit are placed in the lottery. The process is as follows:

After advertising is implemented, applications are accepted for 30 days.

All applications are reviewed and households are either certified or informed of non-eligibility. (The certification is valid for 180 days, and may be renewed by updating income-verification information.)

Eligible households are placed in applicant pools based upon the number of bedrooms needed (and any other special requirements).

When a unit is available, only the certified households in need of that type of unit are selected for a lottery.

Households are informed of the date, time, and location of the lottery and invited to attend.

After the lottery is conducted, the first household selected is given 5 days to express interest or disinterest in the unit. (If the first household is not interested in the unit, this process continues until a certified household selects the unit.)

Applications are accepted on an ongoing basis, certified households are added to the pool for the appropriate household income and size categories, and advertising and outreach is ongoing, according to the Affirmative Marketing Plan.

### **F. Matching Households To Available Units**

In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to implement the following policies:

- Provide an occupant for each unit bedroom;
- Provide children of different sex with separate bedrooms;
- Prevent more than two persons from occupying a single bedroom;
- Require that all the bedrooms be used as bedrooms; and
- Require that a couple requesting a two-bedroom unit provide a doctor's note justifying such request.

The Rehabilitation Program Administrator cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor.



A household can be eligible for more than one unit category, and should be placed in the applicant pool for all categories for which it is eligible.

## **F. Maximum Monthly Payments**

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). The Rehabilitation Program Administrator will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

UHAC states that a certified household is not permitted to lease a restricted rental unit that would require more than 35 percent of the verified household income (40 percent for age-restricted units) to pay rent and utilities. However, at the discretion of the Rehabilitation Program Administrator, this limit may be exceeded if:

- The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent and the proposed rent will reduce the household's housing costs;
- The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets, with which the household proposes to supplement the rent payments; or
- The household documents proposed third party assistance from an outside source such as a family member in a form acceptable to the Rehabilitation Administrator and the Owner of the unit; and

## **I. Housing Counseling**

The Rehabilitation Administrator is responsible for providing housing counseling, or providing referrals for counseling, as a part of the Affirmative Marketing Plan and during the application process. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. If the Rehabilitation Program Administrator is not approved by HUD or by the NJ Department of Banking and Insurance, the Agent will make referrals to one of the HUD-approved housing counseling agencies in New Jersey. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey

Department of Banking and Insurance is included on COAH's website and is available from the Rehabilitation Program Administrator.

## **J. The Applicant Interview**

Ideally, the prospective applicant will be available to meet with the Rehabilitation Program Administrator to review the certification and random selection processes in detail and ask any questions they may have about the project or the process. However, scheduling time off from work may prove burdensome to the applicant. Applicants may also have mobility issues or special needs that also pose an obstacle to an interview. Therefore, the Rehabilitation Program Administrator is prepared to complete the certification process via telephone and mail. If an interview is to be conducted, the Rehabilitation Program Administrator will attempt to achieve the following objectives:

- Confirm and update all information provided on the application.
- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members over age 18 to sign the Authorization for Release of Information forms and other verification requests.
- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.
- Make sure the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

## **K. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION**

### **1. Complete a Household Eligibility Determination Form**

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.

- A letter or appropriate reporting form verifying monthly benefits such as
  - Social Security or SSI – Current award letter or computer print out letter
  - Unemployment – verification of Unemployment Benefits
  - Welfare -TANF<sup>5</sup> current award letter
  - Disability - Worker’s compensation letter or
  - Pension income (monthly or annually) – a pension letter
- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household’s income are listed under Income. Those that are not considered as part of the household’s income are listed under Not Income.

***Income***

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime

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<sup>5</sup> TANF – Temporary Assistance for Needy Families

4. Pensions
5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
13. Rent from real estate is considered income
14. Any other forms of regular income reported to the Internal Revenue Service

***Not Income***

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care or the adoption of special needs children
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of dependents enrolled as full-time students
11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

### ***Student Income***

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

### ***Real Estate Asset Limit***

Except for federal programs, if an applicant's primary residence, which is to be sold upon rental of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually by COAH with COAH's Annual Regional Income Limits Chart, the household must be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant must provide a recent, Market Value Appraisal or Realtor Comparative Market Analysis, on the home they own unless the applicant has mortgage debt on the home or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Before obtaining a professional appraisal, the applicant should review the property's tax appraisal and the current market value and compare it to the asset limit to avoid any unnecessary expense.

### ***Income from Real Estate***

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Rehabilitation Program Administrator should determine the imputed interest from the value of the property. The Rehabilitation Program Administrator should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

## **2. Records Documenting Household Composition and Circumstances**

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income tax return
- Birth Certificate or Passport
- Alien Registration Card

3. Certify the income eligibility of low- and moderate-income households by completing the application form. Provide the household with the original and keep a copy in the project files.

#### **L. Approving or Rejecting a Household**

Rehabilitatin Program Administrators must notify applicant households of their eligibility within twenty (20) days determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for rental of restricted units. A letter rejecting the household's application shall be mailed to the household.

Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Rehabilitation Program Administrator shall be sent a letter rejecting the household's application, and/or referring them to housing counseling.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the Rehabilitation Program Administrator is unable to place the household in a restricted unit at the conclusion of 180 days, an extension may be granted once the household's eligibility is verified.

Once the applicant is certified and matched to an available unit, the Rehabilitation Program Administrator must secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in renting a restricted unit. UHAC's Appendix K shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Rehabilitation Program Administrator may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Rehabilitation Program Administrator determines that there was a willful or material misstatement of fact made by the applicant.

#### **M. Dismissal of Applications**

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time.
2. The applicant commits fraud, or the application is not truthful or complete.
3. The applicant cannot or does not provide documentation to verify their income or other required information when due.
4. The household income does not meet the minimum or maximum income requirements for a particular property.
5. The applicant owns assets that exceed the Asset Limit.
6. The applicant fails to respond to any inquiry in a timely manner.
7. The applicant is non-cooperative or abusive with the staff, property manager or landlord.
8. The applicant changes address or other contact information without informing the Rehabilitation Program Administrator in writing.
9. The applicant does not meet the credit standard or other requirement set forth by owner of the rental unit.
10. The applicant fails to verify attendance in a credit counseling program when required to do so by the program rules.
11. The applicant does not respond to periodic update inquiry in a timely fashion.
12. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Lease Document, as may be required.
13. The applicant, once approved, fails to sign the lease in a timely manner.
14. Applicants will also be removed from all lists held by the Rehabilitation Program Administrator once they have been approved for an affordable unit. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, poor credit, uncooperative behavior or other serious matters.

Applicants are not automatically removed from rental lists if they do not respond to a Notice of Availability.

Applications may be held in abeyance for a period not to exceed 60 days if there is an error on the credit report, so that the applicant can correct the error and re-apply. Units will not be held

open for that applicant. However, once the credit report is corrected, the applicant will be given a priority for the next opportunity at that property.

**N. Appeals**

Appeals from all decisions of a Rehabilitation Administrator shall be made in writing to the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08615. The Executive Director’s written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of COAH.

**O. Determining Affordable Rents**

To determine the initial rents the Rehabilitation Program Administrator uses the COAH illustrative rents for the housing region.

**Pricing by Household Size.** Initial rents are based on targeted “model” household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These maximum sales prices and rents are based on COAH’s Annual Regional Income Limits Chart at the time of occupancy:

- A studio shall be affordable to a one-person household;
- A one-bedroom unit shall be affordable to a one- and one-half person household;
- A two-bedroom unit shall be affordable to a three-person household;
- A three-bedroom unit shall be affordable to a four- and one-half person household; and
- A four-bedroom unit shall be affordable to a six-person household.

Size of Unit	Household Size Used to Determine Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

The above rules are only to be used for setting initial rents. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

**Split Between Low- and Moderate-income Rental Units.** The program will limit rentals to low income renters.

**Affordability Average.** The program will strive to make sure the average rent for all affordable units cannot exceed 52 percent of the regional median income.

**Maximum Rent.** The maximum rent of restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of the regional median income.



## **P. Determining Rent Increases**

Annual rent increases are permitted in affordable units. Rent increases are permitted at the anniversary of tenancy according to COAH's Annual Regional Income Limits Chart, available on COAH's website. These increases must be filed with and approved by the Rehabilitation Program Administrator. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Rehabilitation Program Administrator. The maximum allowable rent would be calculated by starting with the rent schedule approved as part of initial lease-up of the development, and calculating the annual COAH-approved increase from the initial lease-up year to the present. Rents may not be increased more than once a year, may not be increased by more than one COAH-approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Rehabilitation Program Administrator.

In situations where the non-income eligible owner(s) of eligible rental units occupies a unit in the structure to be rehabilitated, repairs to shared systems (i.e.: roof, heating, foundations, etc.) will be prorated with the owner(s) receiving no financial assistance for the owner's share.

### **Program Financing:**

If the homeowner resides in his/her unit for the 10-year period after completion, the loan will be forgiven. If the homeowner decides to vacate the home prior to the completion of the term, the loan shall become payable in full upon the date of such sale or transfer. In the event of the death of the homeowner, the loan is an immediate obligation of the beneficiary unless the beneficiary meets the required income-eligibility guidelines and resides in the unit or rents to an income-eligible household.

Appendix A

Model Documents for Single Family Owner-Occupied Units

**Lead Brochure Acknowledgement**

**I/We acknowledge receipt of the lead paint brochure entitled "Lead Paint Can Poison." I understand that I may have to temporarily relocate while lead abatement occurs during the rehabilitation process.**

\_\_\_\_\_ Homeowner Signature      Date: \_\_\_\_\_

\_\_\_\_\_ Homeowner Signature      Date: \_\_\_\_\_

**Lead Paint Report Receipt**

I hereby acknowledge receipt of a copy of the lead paint inspection that was performed on my property by A Molly Environmental. .

\_\_\_\_\_ Homeowner Signature      Date: \_\_\_\_\_

Date:

**HOMEOWNER ACKNOWLEDGMENT  
(WORKMANSHIP, INSPECTIONS, CONTRACTOR PAYMENTS)**

I, \_\_\_\_\_, acknowledge:

That I have been directed to contact Affordable Housing Administrators in the event that I encounter problems in workmanship during the course of construction work performed under this grant.

I also acknowledge that I have been instructed to be present, if possible, at all progress and final inspections, and if present, I must sign all Inspection Reports and Release of Payment Authorizations.

I further acknowledge that I am fully aware that my signature on the Deferred Loan Agreement authorizes the following:

The Township of Lawrence or its designee, Affordable Housing Administrators, shall have the ultimate authority to resolve all disputes arising out of or in any way connected to the performance of work under this deferred loan agreement. The determination by the Township or its designee, Affordable Housing Administrators, shall be final and binding. If Affordable Housing Administrators rules in favor of the contractor, but the homeowner declines payment, Affordable Housing Administrators has the right to overrule the homeowner's refusal to pay the contractor.

\_\_\_\_\_  
Applicant's Signature Date

\_\_\_\_\_  
Applicant's Signature Date

**LAWRENCE TOWNSHIP HOME IMPROVEMENT PROGRAM  
MORTGAGE POSTPONEMENT  
REQUEST FOR REFINANCING/SECONDARY FINANCING**

**Homeowner Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Effective Period of Deferred Loan** : \_\_\_\_\_ to \_\_\_\_\_

I, \_\_\_\_\_, understand that as a participant in the Lawrence Township Home Improvement Program that I will continue to reside in the residence described above as my primary residence and that any transfer of property ownership is prohibited. All renters must be income qualified and the initial rent and annual increases in rent are subject to limits established by the NJ Council On Affordable Housing for the duration of the twenty year lien. The property will be monitored annually for program compliance.

Failure to comply with this provision will result in **full repayment** of the deferred loan amount. In addition, if I intend to apply for any type of loan such as a home equity loan, secondary mortgage or refinancing during the **effective time period of the deferred loan**, then I must notify the:

**Affordable Housing Administrators  
PO Box 945  
Point Pleasant, NJ 08742  
732-966-0674**

**Procedure for Postponement of Mortgage by Lawrence Township:**

1. The homeowner or financial institution submits a written request for a postponement of mortgage from Lawrence Township. The letter is directed to Affordable Housing Administrators.

2. Supporting documentation must include:

**Current property appraisal, survey, title binder with judgment search, Schedule A&B from Title Search, signed mortgage commitment letter, name and address of homeowner, amount of loan or credit line, letter from homeowner requesting the Mortgage Subordination.**

3. A \$250 non-refundable document preparation fee will be charged by Affordable Housing Administrators at the time of the request for subordination of the mortgage.

4. This material is forwarded Affordable Housing Administrators for review. The request will be approved or denied based on an evaluation of the supporting documentation.

5 The postponement of mortgage is officially signed by Affordable Housing Administrators and forwarded to the Office of the County Clerk for recording.

6. The recorded postponement document will be forwarded to the homeowner and financial institution.

**- IMPORTANT -**

**- PLEASE BE ADVISED THAT PROCESSING MAY TAKE 4 TO 6 WEEKS -**

---

Homeowner Signature

---

Date

**RIGHT OF RESCISSION**

**DEFERRED LOAN**

(Identification of Transaction)

**Notice to Customer required by Federal Law:** \_\_\_\_\_ (Date Notice Given)

**You have entered into a transaction on \_\_\_\_\_ which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any downpayment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying:**

**Lawrence Township C/O  
Affordable Housing Administrators  
PO Box 945  
Point Pleasant, New Jersey 08742**

**by mail or telegram sent not later than midnight of \_\_\_\_\_. You may also use any other  
(Date)  
form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below. I hereby cancel this transaction.**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Customer's Signature)

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR RIGHT OF RESCISSION**

Receipt is herewith acknowledged of the foregoing NOTICE, each of the undersigned CUSTOMERS having received two copies thereof. Undersigned warrant that they are all Customers obligated under this transaction who own or use as their principal residence the real property securing said obligation; this \_\_\_\_ day of \_\_\_\_ 2012.

\_\_\_\_\_  
(Each Customer Must Sign)

\_\_\_\_\_  
(Each Customer Must Sign)



**EFFECT OF RESCISSION.** When a customer exercises his right to rescind under paragraph (a) of this section, he is not liable for any finance or other charge, and any security interest becomes void upon such a recession. Within 10 days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the creditor does not take possession of the property within 10 days after tender by the customer, ownership of the property vests in the customer without any obligation on his part to pay for it.

**MORTGAGE NOTE: Owner Occupied**  
**LAWRENCE TOWNSHIP HOME IMPROVEMENT PROGRAM**

FOR VALUE RECEIVED, the undersigned BORROWER(S) \_\_\_\_\_ promise to pay in accordance with this Mortgage Note to the order of the TOWNSHIP OF LAWRENCE, located at the Lawrence Township Municipal Building, 2207 Lawrence Road, Lawrence, NJ 08648 (LENDER), the sum of (Loan Amount): \_\_\_\_\_ (\$ \_\_\_\_\_) at no interest which LENDER has loaned to the BORROWER(S) under the LENDERS Lawrence Township Home Improvement Program, to make home improvement repairs to the BORROWER(S)' property located at \_\_\_\_\_, Lawrence Township more specifically known as Block \_\_\_\_, Lot \_\_\_\_\_ as shown on the current tax map of the Township of Lawrence and described in the Mortgage signed on the same date as this Mortgage Note, and to spend on this rehabilitation the total sum of: \_\_\_\_\_ (\$ \_\_\_\_\_) which is comprised of the following:

A) A homeowner's share in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which must be paid to the contractor(s) before LENDER makes any payments on BORROWER(S) behalf from the proceeds of the loan.

B) A forgivable loan of \_\_\_\_\_ (\$ \_\_\_\_\_) which shall be forgiven ten (10 ) years from the date of the Mortgage Note provided BORROWER(S) continues to own and occupy the property as BORROWER(S)' primary residence for this ten (10 ) year period and complies with all terms and conditions of this Mortgage Note, the Rehabilitation Deferred Loan Agreement and the Lawrence Township Home Improvement Program guidelines and procedures.

1) BORROWER(S) agrees to be responsible for any unforeseen costs for change orders necessary in order to rehabilitate or repair BORROWER'S (S)' property and understands that any additional monies will be added to the deferred payment loan.

2) BORROWER(S) will promptly pay all taxes, levies and assessments on the property.

3) In accordance with this loan, BORROWER(S) is responsible to pay the amount of the loan at no interest to him/her, depending on the number of years the loan was active. If the BORROWER(S) should die, BORROWER(S) or his/her heirs, executors or representatives must notify the LENDER within ten (10) days by certified mail at the above address. Payment must be made to the LENDER within thirty (30) days after the settlement of the estate.

If the BORROWER(S) transfers title or rents it to someone for any reason, BORROWER(S) or his/her representatives must notify the LENDER within ten (10) days by certified mail at the above address. Payment must be made to the LENDER within thirty (30) days of the transfer of title or rental of the property, unless the renter is certified as low or moderate income and a deed restriction is place on the property limiting the rent to that approved by the NJ Council On Affordable Housing.

Payment shall be payable to the order of the TOWNSHIP OF LAWRENCE. Repayment of the loan will be pro-rated depending on the number of years the loan has been in use. If you remain in the home for 10 (ten) years, the loan is forgiven and the lien is removed from your property.

**Repayment Amounts Owed If Loan Is Terminated**

<b>Years Loan Was Active</b>	<b>Percentage Owed</b>
0-5 years:	Full amount
6 years:	80%
7 years:	65%
8 years:	50%
9 years:	25%
10 years:	0%

4) BORROWER(S) agrees that, during the term of this Mortgage Note, BORROWER(S) will keep the property in good repair while monies are still owing on the loan and will not permit deterioration of the property.

5) BORROWER(S) agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting this property.

6) The LENDER or his/her agent may make reasonable inspection of the property provided that the LENDER gives notice to the BORROWER(S) prior to the inspection.

7) The BORROWER(S) agrees to comply with the terms of the Mortgage Note, Mortgage and Lawrence Township Program guidelines and procedures. Should BORROWER(S) fail to comply with any term of the Mortgage Note or the accompanying Mortgage, the BORROWER(S) will be in default and the entire loan shall be immediately due and payable.

8) The Undersigned, if more than one, agree to be liable jointly and severally for the payment of all monies due under this loan.

BORROWER(S) acknowledges that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS:

BORROWER(S)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED: \_\_\_\_\_

**MORTGAGE**  
**LAWRENCE TOWNSHIP HOME IMPROVEMENT PROGRAM**

**THIS IS A LEGALLY BINDING DOCUMENT WHICH CREATES A LIEN. DURING THIS THREE-DAY PERIOD, YOU MAY CHOOSE TO HIRE AN ATTORNEY TO REVIEW THIS DOCUMENT. IN THIS THREE-DAY PERIOD, IT IS POSSIBLE TO CANCEL THE DOCUMENT WITHOUT ANY PENALTY. THE CANCELLATION, HOWEVER, MUST BE IN WRITING.**

THIS MORTGAGE made this \_\_\_\_\_ day of \_\_\_\_\_ 2012 between \_\_\_\_\_ of \_\_\_\_\_ in the Township of Lawrence, New Jersey 08648 the BORROWER(S), and the TOWNSHIP OF LAWRENCE, having offices at the Lawrence Township Municipal Building, 2207 Lawrence Road, Lawrence, NJ 08648 the LENDER.

The BORROWER(S) has applied for monetary assistance under the LENDER'S Program for the purpose of correcting defects in the house and satisfying local and state building codes. The LENDER has agreed to grant the BORROWER(S) a loan with deferred payments in the amount of: \_\_\_\_\_ (\$ \_\_\_\_\_) which shall constitute the total amount of the loan on which no interest shall be charged. Receipt of the loan is hereby acknowledged and is evidenced by a Mortgage Note which will be signed at the same time as this document. The loan is to be repaid by the BORROWER(S) in accordance with this Mortgage and subject to all the terms and conditions as listed in the Mortgage Note. The Mortgage will secure that the LENDER will be repaid the monies loaned and any other costs or charges incurred for the repair of the BORROWER (S') property. To insure that BORROWER(S) performs its obligations as called for by the Mortgage and Mortgage Note, the BORROWER(S) hereby mortgages to the LENDER, its successors and assigns the tract of land and premises located in the Township of Lawrence, State of New Jersey, at (street address) \_\_\_\_\_ more specifically known as Block \_\_, Lot \_\_ as shown on the current tax map of Lawrence Township. This premises was conveyed to BORROWER(S) by deed from \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_ and recorded in the Mercer County Clerk's Office on \_\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_.

The BORROWER(S) agrees:

- 1) **Ownership.** BORROWER(S) owns the property in fee simple and will defend his/her ownership against all claims.
- 2) **Payments.** He/she will make all payments required by the Mortgage Note and Mortgage.
- 3) **Insurance.** He/she will maintain extended coverage insurance on the property in an amount at least equal to the amount of the mortgage. Insurance companies, policies, amounts and types of coverage must be acceptable to the LENDER. He/she will notify the LENDER in the event of any substantial loss or damage. The LENDER may then settle the claim on his/her behalf if he/she fails to do so.

- 4) Repairs. He/she will keep the property in good repair, neither damaging nor abandoning it. He/she will allow the LENDER to inspect the property upon reasonable notice.
- 5) Mortgage and Mortgage Note. He/she will comply with all of the terms of the Mortgage, Mortgage Note and the Lawrence Township guidelines and procedures. If any provision of this Mortgage is found to be inconsistent with the Mortgage Note, the terms of the Mortgage Note shall control.
- 6) Lawful Use. Use of the property shall be in compliance with all the laws, ordinances and other requirements of any governmental authority.
- 7) The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDER'S security interest in the property.

The LENDER may declare BORROWER(S) in default on the Mortgage Note and this Mortgage if:

- a) BORROWER(S) fails to make any payment required by the Mortgage Note and this Mortgage within 30 days after its due date;
- b) BORROWER(S) fails to keep any other promise he/she makes in the Mortgage or this Mortgage;
- c) BORROWER(S) transfer ownership of the property or rents it to someone for any reason;
- d) The holder of any lien (debt) on the property starts foreclosure proceedings; or
- e) Bankruptcy, insolvency or receivership proceedings are started by or against any of the BORROWERS;
- f) There is a default under a senior mortgage; or
- g) BORROWER(S) fails to comply with any term or condition set forth in the Lawrence Township Home Improvement Deferred Loan Agreement, the Mortgage Note, this Mortgage or the Lawrence Township Home Improvement Program guidelines and procedures.

8) Rights Given to the Lender. BORROWER(S) mortgage the property to the LENDER. This means that he/she gives the LENDER those rights stated in this Mortgage, also those rights the law gives to lenders of mortgages on real property. When he/she pays all amounts due to the LENDER under this Mortgage Note and Mortgage, LENDER'S rights under this Mortgage will end. The LENDER will then cancel this Mortgage at BORROWER(S) expense.

9) Term. This Mortgage shall be due and payable 10 years from the date hereof unless the loan has been forgiven as provided for in the Mortgage Note.

10) The LENDER may, in its discretion, subordinate the lien of this Mortgage to the lien of any home equity loan, secondary mortgage or refinancing to be procured by the

BORROWER(S). The LENDER reserves the right to deny any such request for the subordination of this Mortgage. A \$250 non-refundable document preparation fee will be charged by Affordable Housing Administrators at the time of the request for subordination of the mortgage.

11) No Waiver by Lender. LENDER may exercise any rights under this Mortgage even if LENDER has delayed in exercising that right or has agreed to an earlier instance not to exercise that right. LENDER does not waive its rights to declare that BORROWER(S) is in default by making payments or incurring expenses on BORROWER(S) behalf. THE BORROWER(S) HEREBY DECLARES AND ACKNOWLEDGES THAT THE BORROWER(S) HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

IN WITNESS WHEREOF, BORROWER(S) acknowledges that he/she has signed and sealed the agreement and that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS:

BORROWER(S)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW JERSEY (

ss.

TOWNSHIP OF LAWRENCE (

On this \_\_\_\_ day of \_\_\_\_\_ 2012, by me Maureen Fullaway, personally appeared \_\_\_\_\_ who I am satisfied is the person(S) named in and who executed this document, and who signed, sealed and delivered the same as his/her voluntary act and deed, for the purpose herein specified.

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

**DEFERRED LOAN AGREEMENT**  
**LAWRENCE TOWNSHIP HOME IMPROVEMENT PROGRAM**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_ 2012 between LAWRENCE TOWNSHIP (hereinafter referred to as "Township") and \_\_\_\_\_ (hereinafter referred to as "Owner") whose principal address is \_\_\_\_\_ in the Township of Lawrence, and the State of New Jersey.

WHEREAS, the Township has received a grant in order to fund the Lawrence Township Home Improvement Program; and

WHEREAS, The Township has authorized Affordable Housing Administrators to administer said program; and

WHEREAS, the Owner has submitted an application to the Lawrence Township Home Improvement Program for the principal goal of upgrading and correcting code violations in the Owner's property in order to meet local and state building codes; and

WHEREAS, said application has been reviewed by Lawrence Township and Affordable Housing Administrators and the Owner has been found to be eligible for assistance through the Lawrence Township Home Improvement Program; and

WHEREAS, the Owner represents that he/she will use the funds solely to perform rehabilitation work on the property as set forth herein and does not intend to convey, sell or otherwise transfer ownership of the property in the foreseeable future.

NOW THEREFORE, in reliance upon and in consideration of the mutual representations and obligations hereunder, Township and Owner agree as follows:

1. The Owner hereby agrees to make repairs to the property located on \_\_\_\_\_, Block \_\_, Lot \_\_ in the Township of Lawrence, and the State of New Jersey.
2. The Owner has entered into Construction Agreement(s) with Contractor(s) to perform the rehabilitation work as described in the Rehabilitation Construction Contract, attached hereto as Schedule A.
3. The Township agrees to make available to the Owner a Deferred Loan in the amount of \$ \_\_\_\_\_ subject to the terms and conditions contained in this Agreement specifically set forth herein, Construction Agreement(s) attached hereto as Schedule A and Mortgage and Mortgage Note attached hereto as Schedule B.
4. The Owner represents that he/she has obtained a loan or private funding for all rehabilitation costs over and above the amount of this Agreement necessary to complete the work set forth on Schedule A attached hereto.
5. The Owner, upon signing this Agreement, shall deliver to the Township such certified or cashiers check made payable to the Contractor(s) designated in Schedule A as

requested by the Township, in an amount not to exceed the Owner's share of the total rehabilitation costs which is

\$\_\_\_\_\_.

6. The Owner authorizes and directs the Township to make payments directly to Owner's contractor(s) from Owner's Deferred Loan proceeds and the monies received by the Township under Paragraph 5 above in accordance with the payment schedule contained in Schedule A.

7. The Owner agrees he/she will not sign a Rehabilitation Construction Contract with any Contractor who is on the federal list of debarred, suspended or ineligible Contractors.

8. The Owner shall cooperate with the Township and the Contractor to facilitate the performance of the work.

9. The Owner shall allow the Township and its representatives access to the property to inspect the work during all phases of construction.

10. The Owner delegates to the Township or its designee the ultimate authority to resolve all disputes arising under this Agreement between the Owner, Contractor and/or the Township. The determination of the Township or its designee shall be final and binding on the Owner.

11. The Owner further designates to the Township the right to determine when and if the Contractor is in default in the performance of the rehabilitation work. The Owner retains the right to request the Township to declare the Contractor in default. All requests must be in writing.

12. The Owner further authorizes the Township to determine if the Contractor has breached any warranty, which would require the repair, replacement or rebuilding of any work performed under Schedule A attached hereto.

13. The owner further authorizes Affordable Housing Administrators to approve mortgage postponements (requests for refinancing /secondary financing) as long as the terms of the Township's Rehabilitation Program guidelines and deferred loan agreements are met.

14. The Owner agrees to comply with all local ordinances, regulations and statutes of the State of New Jersey and further agrees to indemnify and hold harmless the Township of Lawrence from any and all suits, claims, damages or actions arising out of the performance of this Agreement, including any legal fees and costs incurred. The term "Township of Lawrence" is defined to mean the Township and all its officials, employees, agents and representatives, contractors and consultants.



**ATTEST:**

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**LAWRENCE TOWNSHIP**

\_\_\_\_\_

**Mayor James Kownacki**

**OWNER:**

\_\_\_\_\_

\_\_\_\_\_

**REHABILITATION CONSTRUCTION CONTRACT**  
**TWO FAMILY UNIT**  
**LAWRENCE TOWNSHIP HOME IMPROVEMENT PROGRAM**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_ 2012 between \_\_\_\_\_ residing \_\_\_\_\_ in Lawrence Township (hereinafter referred to as the "Owner") and \_\_\_\_\_ (Name of Contractor), \_\_\_\_\_ (Address of Contractor) hereinafter referred to as the "Contractor")

WITNESSETH

WHEREAS, the Owner wishes to rehabilitate his/her principal residence located at the above address through participation in the Lawrence Township Home Improvement Program; and

WHEREAS, the owner has been determined to be eligible for said program; and

WHEREAS, the Township has awarded the Owner a deferred loan in the amount of \$ \_\_\_\_\_ to pay for all or a portion of the rehabilitation costs as set forth in deferred loan agreement dated \_\_\_\_\_, 2012 ; and

WHEREAS, the starting date for the project is no later than \_\_\_\_\_, 2012; and

WHEREAS, the Owner has secured additional funding in the amount of \$ \_\_\_\_\_ to meet his/her obligations under the terms and conditions of said Agreement; and

WHEREAS, Contractor is ready, willing and able to perform such construction work as shall be required of Contractor under this Contract to effect such rehabilitation.

NOW THEREFORE, the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I Contract Documents**

The following documents shall be deemed to be a part of this Contract.

1. Work write-up and specifications;
2. Bid/proposal form;
3. Schedule of progress payments (if applicable); and
4. Notice to Proceed

**ARTICLE II - Definitions**

The following words and expressions, or pronouns used in their stead, shall wherever they appear in this Contract be construed as follows, unless a different meaning is clear from the context:

1. "LTHRP" means the Lawrence Township Home Improvement Program operated by the Lawrence Township Planning Department.

2. "Township" means Lawrence Township and its designee for the administration of this Program, which currently is Affordable Housing Administrators, LLC.

3. "COAH" means the NJ Council on Affordable Housing

3. "Contract" or "Contract Documents" means this Construction Contract and each of the various documents referred to in Article I hereof, both as a whole and separately.

### **ARTICLE III - Consideration**

The Contractor shall furnish all the labor, material and equipment and do all the work described herein in accordance with the provisions of this Contract, for the lump sum of:  
\_\_\_\_\_ (\$ \_\_\_\_\_)

### **ARTICLE IV - Commencement and Completion of Work**

Section 1. Commencement and Completion of Work. The Contractor shall commence the work to be performed under this Contract in accordance with the provisions set forth in their contract. The Contractor shall diligently pursue and execute the work in strict compliance with the plans, specifications, work write-up and drawings annexed to and forming part of this Contract and shall complete the work on or before \_\_\_\_\_, 2012. The time for completion may be extended in accordance with the provisions of Section 2 herein.

Section 2. Extensions. The Contractor shall be entitled to an extension of time for delay in completion of work caused solely by: (1) acts or omissions of the Owner or (2) supervening conditions entirely beyond the control of the Contractor, provided that the Contractor shall file in writing a Request for Extension with the Township within five days (5) days after the commencement of any condition which is causing or may cause delay in completion. The determination of the Township on the Contractor's request for an extension shall be final and binding on the parties.

### **ARTICLE V - Performance During Construction**

Section 1. Permit; compliance with Law. The Contractor shall obtain and pay for all permits, inspections and licenses necessary for the undertaking, execution and completion of the work and labor to be performed, and shall comply with all applicable federal, state and local laws, rules, regulation, codes and ordinances. No contractor payments will be issued until all appropriate permits are on file with the Program Administrator.

Section 2. Owner Cooperation. The Owner shall take all necessary steps to protect and secure all property on or adjacent to the work area. The Owner shall assure that the Contractor has access to those premises necessary for the performance of the work described herein.

Section 3. Clean Premises. The Contractor shall keep the premises clean and orderly during the course of the work and remove all debris and shall make the job site broom clean within five (5) working days after completion of the work specified in this Contract.

Section 4. Inspection of Books and Records. During the progress of the work and for a period of three (3) years after final payment, the Contractor shall preserve the Township records, correspondence, construction documents, receipts, vouchers, payrolls and agreements, if any, with subcontractors, relating to this contract and to be performed under this Contract. The Contractor expressly covenants and agrees to preserve all such records for a period of three (3) years after initial payment.

Section 5. Inspection of Work. During the performance of the work and up to the date of final payment, the Contractor shall at all times afford the Owner and the Township every reasonable, safe and proper opportunity for inspection of the work in progress. Inspection and approval by the Owner and the Township of finished work being performed, shall not relieve the Contractor from the obligation of correcting or replacing all defective work or equipment constructed under this Contract.

Section 6. Disputes. The determination of the Township or its designee shall be final and binding upon the parties in the event of dispute between the Owner and Contractor.

Section 7. Disputes; Owner at Fault. If, as a result of a dispute, the Township determines that the acts, omissions or neglect of the Owner are of such a nature as to render performance by the Contractor or Subcontractors, if any, impossible, the Township may terminate the Contract by finding the Owner in default and the Owner shall pay the Contractor for the value of work performed and materials supplied.

Section 8. Disputes; Contractor at Fault. In the event of a dispute between the Owner and the Contractor concerning the proper performance of the work, or the quality of materials or supplies provided by the Contractor or any Subcontractor, the determination of the Township shall be final and binding on the parties. If the Township rejects any such performance, materials or supplies, the Township shall notify the Contractor of its disapproval or rejection and may order the replacement or repair of any finished or unfinished work.

Section 9. Rejected Work and Materials. All rejected work, materials or equipment shall be promptly taken down and removed from the premises. All such rejected materials shall belong to the Contractor. The Township will notify the contractor when the rejected material can be removed from the premises if the material impacts weatherization and/or structural needs. If the material is not removed by the established date, the material shall become the property of the Township.

Section 10. Protection of Property. During the performance of this Contract, and up to the date of final payment, the Contractor shall take all reasonable precautions to protect persons, property and materials of the Owner, and of others on or adjacent to the site, from damage, loss or injury resulting from the Contractor's or Subcontractor's operations under legal duty to protect. Furthermore, the Contractor agrees to indemnify and hold the Owner and the Township harmless against any and all claims, demands or legal proceedings which may result from the Contractor's failure to comply with the provisions of this section. As used herein "Township" means the Township of Lawrence and its officials, employees, agents and representatives.

Section 11. Insurance. The Contractor agrees to provide and pay Comprehensive General Liability and Automobile Insurance with minimum aggregate limits of \$ 500,000 each, naming the Township as an additional insured on both policies. The Contractor shall also maintain statutory workmen's compensation insurance. The Contractor shall maintain such insurance in force until the final completion or termination of all work and services hereunder. The Contractor shall submit an insurance certificate to the Township consistent with the provisions of this Paragraph upon signing of this agreement.

The Owner shall assume liability for his own negligent acts or omissions which result in bodily injury, death, or property damage.

Section 12. Indemnification. The Contractor agrees to indemnify and hold the Owner and the Township harmless against any and all claims, demands, or legal proceedings, including costs and attorney fees, which may arise in connection with or on account of the work, operations, maintenance, or supervision by the Contractor of the construction work which is the subject of this Contract. As used herein "Township" means the Township of Lawrence, its officials, employees, agents and representatives.

Section 13. Damages to Property. The Contractor shall be responsible for damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, and shall, at his own expense, completely repair any damage thereto caused by his operations.

The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining and in the immediate vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract.

Section 14. Change in the Work. The Township may make changes in the work required to be performed by the Contractor under this Contract by making additions thereto, or by omitting work therefore, without invalidating the Contract. All changes in the work must be authorized in writing on a Change Order by both the Township and the Owner prior to the Contractor commencing any work other than what is contained in this Contract. Neither the Township nor the Owner will accept responsibility or liability for any claim or charge for extra work made by the Contractor that has not been previously approved in writing by both the Township and the Owner.

If the changed work is more costly to the Contractor than the original contract work, an adjustment of the Contract payment provisions will be made to compensate the Contractor for such additional cost. If such change is less costly to the Contractor than the original work, an adjustment of the Contract payment provisions will be made to credit the Owner with such decreased cost.

#### **ARTICLE VI - Labor Provisions Applicable During Construction**

Section 1. Equal Employment Opportunities. During the performance of this Contract, the Contractor agrees that he/she will not discriminate against any employee or applicant for

employment because of age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rate of pay or the forms of compensation; and selection for training, including apprenticeship.

Section 2. Anti-Kickback Provisions. The Contractor shall comply with the applicable regulation of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland "Anti-Kickback Act: of June 13, 1984 (48 Stat. 948; 62 Stat. 8962; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c) and any amendments or modifications thereof.

## **ARTICLE VII - Contractor's Default; Township Right to Terminate the Contractor**

Section 1. Owner's Acts on Default. The Owner hereby specifically authorizes and delegates to the Township the right to declare the Contractor in default of the whole or any part of the work required to be performed pursuant to this Contract with or without consent of the Owner at the time of default. The Owner, however, retains the right to request the Township to declare a default. All requests must be in writing to the Township.

Section 2. Township Right to Declare Default and Substitute Contractor. The Township may declare the Contractor in default for any of the following reasons or for other good cause:

- A. The Contractor becomes insolvent;
- B. The Contractor makes an assignment for the benefit of creditors pursuant to the laws of the State of New Jersey;
- C. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
- D. A receiver is appointed to take charge of the Contractor's property or affairs;
- E. The Contractor fails to commence work by the designated start date.
- F. The Contractor abandons the work;
- G. The Contractor refuses to proceed with the work when and as directed by the Township;
- H. The Contractor, without just cause, reduces his working force to a number which, if maintained, would be insufficient in the opinion of the Township to complete the work in accordance with the approved progress schedule, and fails or refuses to increase such working force sufficiently when ordered to do so by the Township;

I. The Township determines that the Contractor is unnecessarily, unreasonably or willfully delaying the performance and completion of this work, the award of necessary subcontractors, or the placing of necessary material and equipment orders;

J. The Township determines that the Contractor is not performing its obligations under this Contract in accordance with its terms, including, but not limited to, the performance of all work required under the terms of this Contract in a workmanlike manner;

K. The work is not complete on or before the completion date set forth herein and the Contractor has not received an extension of the completion date as permitted in Article IV, Section 2.

L. The Contractor fails to maintain insurance coverage as required by Article V, Section 11 of this Contract;

M. No mechanics lien, material liens, or notice of intent shall be filed with the office of the Ocean County Clerk where payment has been made in full or pursuant to a settlement for the work, services, material or equipment provided by the Contractor in accordance with the work write-up pertaining to this Agreement. Violations of this provision shall be deemed an act of default pursuant to this Agreement.

Section 3. Declaration of Default, Substitute Contractor. After declaring the Contractor in default, the Owner with Township approval shall secure a replacement Contractor to complete the work. The deferred loan, mortgage, and mortgage notes shall be modified accordingly.

Section 4. Contractor Probation. Where a Contractor fails to comply with the provisions set forth in the construction contract, the Township, upon recommendation from the Program Administrator, may place a contractor on probation. Probation removes a Contractor from the qualified bidding list for a six (6) month period, after which the Contractor's name will return to the qualified bidding list on a probationary status for an additional six (6) month period. During this period, the Contractor will be eligible to bid on projects under the Lawrence Township Home Improvement Program. However, the Contractor will be eligible for an award of no more than one (1) project at a time over this period. At the conclusion of this period, if the Contractor's progress on a project is determined by the Program Administrator to be in compliance with the requirements of this program, the Contractor's name will be returned to the qualified bidding list on a nonprobationary status. If the Contractor's performance is not in compliance with the requirements of this program, as determined by the Township, the Contractor will be ineligible to bid on any future Lawrence Township Home Improvement Program projects.

Contractor probation shall be implemented for the following reasons:

A. Late start or late completion without an approved extension by the Program Administrator.

B. Lack of expedient repair of the one (1) year, ten (10) day warranty period from the date of final payment.

C. Failure to comply with all terms of the construction contract.

D. Inability to cooperate with the applicant, Program Administrator, and/or Township personnel and/or the lack of professionalism as determined by the Township and the Program Administrator.

E. Performing work outside the work write-up and change orders

F. Unacceptable workmanship

Before a Contractor is placed on probation, he/she will be sent a certified mail, return receipt requested, that the contractor is not satisfying the terms of the construction contract. If the contractor does not respond in writing to the letter within seven (7) days from his/her receipt of same, he/she will be declared in default. If the Contractor timely responds to the letter in writing to the Township, a deadline will be established by the Township and the Program Administrator by which the Contractor must satisfy the terms of the Construction Contract.

If the Contractor does not satisfy the terms of the construction contract by the established deadline, the Township will send the Contractor a notice via certified mail, return receipt requested, stating that the Contractor is in default and breach of contract.

Any Contractor who has not completed a contract under this program is automatically given a six (6) month probationary period, during which the Contractor will be eligible for an award of no more than one (1) project. This probationary period is designed to provide the Contractor with an opportunity to demonstrate the use of satisfactory procedures in completing the initial project. If the contract is completed according to the provisions set forth in the construction contract, the contractor will be eligible to accept a maximum of three (3) awarded projects. If the work is not completed satisfactorily, the Contractor will be ineligible to participate in this program.

Section 5. Contractor Removal From Program. The Township, through the recommendation of the Program Administrator, has the authority to remove and forbid a contractor from bidding in the Township's rehabilitation program for the following reasons:

A. Unacceptable workmanship.

B. Failure to complete the job on time as designated by the completion date in the construction contract.

C. Failure to comply with the construction contract and/or program guidelines.

The Township will provide notice to the Contractor in writing by certified mail of the action and the reason for the action. After five (5) years from the date of contractor removal from the program, the contractor may apply to the Township for reinstatement into the program. The contractor must present to the Township a written corrective plan that addresses prior deficiencies and banning. The Township will review the plan and may reinstate the contractor on probationary status. If a contractor is banned a second time from the program, the contractor will



be ineligible to bid on any future Lawrence Township Home Improvement Program projects and cannot apply for reinstatement.

## **ARTICLE VIII - Payment**

Section 1. Payment Generally. All amounts due and payable to the Contractor, including the Final Payment, for the work performed under this Contract, shall be paid within thirty (30) days after the work is satisfactorily completed and approved by the Township. Payment shall be made by the Township directly to the Contractor from the proceeds of the Owner's project account. In no event shall the Township be liable to make payments to the Contractor in an amount greater than \$ \_\_\_\_\_ as appropriated under the Owner Deferred Loan Agreement with the Township. All payments must be approved by Lawrence Township.

Section 2. Progress Payment. The Contractor may make application to the Township for Progress Payments as soon as those portions of the work have been completed or at the discretion of the Township when partial payments must be made to insure continuation of the Contract.

Section 3. Conditions Precedent to Final Payment. Final Payment to the Contractor shall not become due and payable until the Contractor furnishes the Owner and the Township with the following:

- A. An appropriate release of liens if an intent to file a lien has been filed;
- B. A permanent certificate of occupancy, if required by law;
- C. Copies of all warranties and guarantees governing performance of work and equipment during the course of the Contract. Contractor is to provide manuals and clear title to all equipment installed during the course of this Contract. Final payment will not be issued until all warranties are in place.

Section 4. Final Payment. Upon completion of all the conditions described in Section 3 above, the Contractor shall be entitled to the Final Payment. Upon final payment, the Township and its agent are no longer responsible for work performed under this agreement. In the event there are defects in the quality of workmanship, for which the Contractor is responsible, the Township reserves the right to retain up to twenty (20%) percent of the total contract price. All such defects shall be cured by the Contractor within thirty (30) days of receipt of written notification of said defects.

The balance of the Final Payment shall be payable to the Contractor upon the correction of work or materials found to be defective by the Township.

Section 5. Correction of Work After Final Payment. The Contractor shall promptly repair, replace or rebuild any finished work or materials or equipment in which defects of materials or workmanship may appear within one (1) year after Final Payment. This warranty is exclusive of normal wear and tear or mistreatment of rehabilitated items. The Contractor shall furnish the Owner with all manufacturers and suppliers' written guarantees and warranties covering materials and equipment furnished by this Contract.

Notice by the Township to the Contractor to repair, replace or rebuild such defective work shall be deemed timely if given not later than ten (10) days after the expiration of the one (1) year period.

If the Contractor fails to repair, replace or rebuild such defective or damaged work promptly after receiving such notice, the Owner shall have the right to have the work done by others, and the Contractor shall be liable to reimburse the actual cost thereof to the Owner upon demand.

Section 6. Payments in Event of Failure to Complete. Where the Contractor is declared in default by the Township pursuant to the provision of Article VII hereunder, and the work is completed by a Substitute Contractor, the Contractor in default shall be liable to the Township for the following amount: the difference between the amount payable to the Substitute Contractor and the amount set forth in Article III of this contract. The Township shall deduct this amount from any payments to be made to the Contractor. Any payments made to the Contractor in default shall only be made after the Substitute Contractor has received a final payment. The payments to the Contractor in default shall be accepted by the Contractor as full and final payment under this contract.

#### **ARTICLE IX - Miscellaneous Provisions**

Section 1. The Contractor agrees that all construction/rehabilitation shall be executed in accordance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et.seq.) and subject to 24 CFR Part 35.

Section 2. Interest of Township Officials. No elected or appointed official or employee of the Township shall receive or participate, either directly or indirectly, in the benefits of this Contract.

Section 3. Interest of Local Government Officials. No officer or employee of the municipal government who exercises any functions or responsibilities in connection with the carrying out of the program to which this Contract pertains shall have any private interest, direct or indirect, in the proceeds of this loan.

Section 4. Governing Law; Amendment. This Contract shall be construed in accordance with the laws of the State of New Jersey. It may be modified or amended only by a written instrument executed by the Owner and Contractor with the written approval of the Township.

Section 5. Authority of the Township. The Township shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and construction thereof. The Township's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract to specifications, the determination or decision of the Township shall be final and binding on the rights of the Contractor and the Owner.

Section 6. Township Determination Final. If any provisions of this Contract requires the Township to approve or take other appropriate action, the Township shall confer with Owner. In the event of any disagreement between the Township and Owner, or where Owner refuses to

approve any action taken or omitted by the Contractor or the Township, the determination of the Township shall be final.

Section 7. Severability. If this Contract contains any unlawful provision, not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice from either party be deemed stricken from the Contract without affecting the binding force of the remainder.

IN WITNESS WHEREOF, the Owner and the Contractor have executed this Contract as of the date first above written.

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Owner

BY: \_\_\_\_\_  
Owner

BY: \_\_\_\_\_  
Contractor

**Appendix B**

**Model Documents for Two-Family Rental Units  
Owner must occupy one of the units**

Lead Brochure Acknowledgement

I/We acknowledge receipt of the lead paint brochure entitled "Lead Paint Can Poison." I understand that I may have to temporarily relocate while lead abatement occurs during the rehabilitation process.

\_\_\_\_\_ Homeowner Signature      Date: \_\_\_\_\_

\_\_\_\_\_ Homeowner Signature      Date: \_\_\_\_\_

**Lead Paint Report Receipt**

I hereby acknowledge receipt of a copy of the lead paint inspection that was performed on my property by A Molly Environmental. .

\_\_\_\_\_ Homeowner Signature      Date: \_\_\_\_\_

Date:

**HOMEOWNER ACKNOWLEDGMENT  
(WORKMANSHIP, INSPECTIONS, CONTRACTOR PAYMENTS)**

I, \_\_\_\_\_, acknowledge:

That I have been directed to contact Affordable Housing Administrators in the event that I encounter problems in workmanship during the course of construction work performed under this grant.

I also acknowledge that I have been instructed to be present, if possible, at all progress and final inspections, and if present, I must sign all Inspection Reports and Release of Payment Authorizations.

I further acknowledge that I am fully aware that my signature on the Deferred Loan Agreement authorizes the following:

The Township of Lawrence or its designee, Affordable Housing Administrators, shall have the ultimate authority to resolve all disputes arising out of or in any way connected to the performance of work under this deferred loan agreement. The determination by the Township or its designee, Affordable Housing Administrators, shall be final and binding. If Affordable Housing Administrators rules in favor of the contractor, but the homeowner declines payment, Affordable Housing Administrators has the right to overrule the homeowner's refusal to pay the contractor.

\_\_\_\_\_ Date

Applicant's Signature

\_\_\_\_\_ Date

Applicant's Signature

**LAWRENCE TOWNSHIP HOME IMPROVEMENT PROGRAM  
MORTGAGE POSTPONEMENT  
REQUEST FOR REFINANCING/SECONDARY FINANCING**

**Homeowner Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**Effective Period of Deferred Loan :** \_\_\_\_\_ to \_\_\_\_\_

I, \_\_\_\_\_, understand that as a participant in the Lawrence Township Home Improvement Program that I will continue to reside in the residence described above as my primary residence and that any transfer of property ownership is prohibited. In addition, I may not rent my unit to someone else. For the rental unit, the renters must be income qualified and the rent is subject to limits established by the NJ Council On Affordable Housing and approved by Lawrence Township. Failure to comply with this provision will result in full repayment of the deferred loan amount.

In addition, if I intend to apply for any type of loan such as a home equity loan, secondary mortgage or refinancing during the **effective time period of the deferred loan**, then I must notify:

**Affordable Housing Administrators  
PO Box 945  
Point Pleasant, NJ 08742  
732-966-0674**

**Procedure for Postponement of Mortgage by Lawrence Township:**

1. The homeowner or financial institution submits a written request for a postponement of mortgage from Lawrence Township. The letter is directed to Affordable Housing Administrators.

2. Supporting documentation must include:

**Current property appraisal, survey, title binder with judgment search, Schedule A&B from Title Search, signed mortgage commitment letter, name and address of homeowner, amount of loan or credit line, letter from homeowner requesting the Mortgage Subordination.**

3. A \$250 non-refundable document preparation fee will be charged by Affordable Housing Administrators at the time of the request for subordination of the mortgage.

4. This material is forwarded Affordable Housing Administrators for review. The request will be approved or denied based on an evaluation of the supporting documentation.



5 The postponement of mortgage is officially signed by Affordable Housing Administrators and forwarded to the Office of the County Clerk for recording.

6. The recorded postponement document will be forwarded to the homeowner and financial institution.

**- IMPORTANT -**

**- PLEASE BE ADVISED THAT PROCESSING MAY TAKE 4 TO 6 WEEKS -**

\_\_\_\_\_  
Homeowner Signature

\_\_\_\_\_  
Date

**RIGHT OF RESCISSION**

**DEFERRED LOAN**

(Identification of Transaction)

Notice to Customer required by Federal Law: \_\_\_\_\_ (Date Notice Given)

You have entered into a transaction on \_\_\_\_\_ which may result in a lien, mortgage, or other security interest on your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation within three business days from the above date. If you so cancel the transaction, any lien, mortgage, or other security interest on your home arising from this transaction is automatically void. You are also entitled to receive a refund of any downpayment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying:

Lawrence Township C/O  
Affordable Housing Administrators  
PO Box 945  
Point Pleasant, New Jersey 08742

by mail or telegram sent not later than midnight of \_\_\_\_\_. You may also use any other  
(Date)  
form of written notice identifying the transaction if it is delivered to the above address not later than that time. This notice may be used for that purpose by dating and signing below. I hereby cancel this transaction.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Customer's Signature)

**SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR RIGHT OF RESCISSION**

Receipt is herewith acknowledged of the foregoing NOTICE, each of the undersigned CUSTOMERS having received two copies thereof. Undersigned warrant that they are all Customers obligated under this transaction who own or use as their principal residence the real property securing said obligation; this \_\_\_\_ day of \_\_\_\_ 2012.

\_\_\_\_\_  
(Each Customer Must Sign)

\_\_\_\_\_  
(Each Customer Must Sign)

**EFFECT OF RESCISSION.** When a customer exercises his right to rescind under paragraph (a) of this section, he is not liable for any finance or other charge, and any security interest becomes void upon such a recession. Within 10 days after receipt of a notice of rescission, the creditor shall return to the customer any money or property given as earnest money, downpayment, or otherwise, and shall take any action necessary or appropriate to reflect the termination of any security interest created under the transaction. If the creditor has delivered any property to the customer, the customer may retain possession of it. Upon the performance of the creditor's obligations under this section, the customer shall tender the property to the creditor, except that if return of the property in kind would be impracticable or inequitable, the customer shall tender its reasonable value. Tender shall be made at the location of the property or at the residence of the customer, at the option of the customer. If the creditor does not take possession of the property within 10 days after tender by the customer, ownership of the property vests in the customer without any obligation on his part to pay for it.

**MORTGAGE NOTE: Two-family**  
**LAWRENCE TOWNSHIP HOME IMPROVEMENT PROGRAM**

FOR VALUE RECEIVED, the undersigned BORROWER(S) \_\_\_\_\_ promise to pay in accordance with this Mortgage Note to the order of the TOWNSHIP OF LAWRENCE, located at the Lawrence Township Municipal Building, 2207 Lawrence Road, Lawrence, NJ 08648 (LENDER), the sum of (Loan Amount): \_\_\_\_\_ (\$ \_\_\_\_\_) at no interest which LENDER has loaned to the BORROWER(S) under the LENDERS Lawrence Township Home Improvement Program, to make home improvement repairs to the BORROWER(S)' property located at \_\_\_\_\_, Lawrence Township more specifically known as Block \_\_, Lot \_\_ as shown on the current tax map of the Township of Lawrence and described in the Mortgage signed on the same date as this Mortgage Note, and to spend on this rehabilitation the total sum of: \_\_\_\_\_ (\$ \_\_\_\_\_) which is comprised of the following:

A) A homeowner's share in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) which must be paid to the contractor(s) before LENDER makes any payments on BORROWER(S) behalf from the proceeds of the loan.

B) A forgivable loan of \_\_\_\_\_ (\$ \_\_\_\_\_) which shall be forgiven twenty (20 ) years from the date of the Mortgage Note provided BORROWER(S) continues to own and occupy the property as BORROWER(S)' primary residence for this twenty (20 ) year period and complies with all terms and conditions of this Mortgage Note, the Rehabilitation Deferred Loan Agreement and the Lawrence Township Home Improvement Program guidelines and procedures.

C) Renters must income qualify for the rental of rehabilitation unit and rents and annual rent increases must comply with the limits set by NJ Council on Affordable Housing for the duration of the twenty (20) year lien. Compliance will be checked annually by Lawrence Township or its representatives. Failure to comply with this requirement will result in the immediate repayment of the lien in accordance with the proration schedule listed above.

1) BORROWER(S) agrees to be responsible for any unforeseen costs for change orders necessary in order to rehabilitate or repair BORROWER'S (S)' property and understands that any additional monies will be added to the deferred payment loan.

2) BORROWER(S) will promptly pay all taxes, levies and assessments on the property.

3) In accordance with this loan, BORROWER(S) is responsible to pay the amount of the loan at no interest to him/her, depending on the number of years the loan was active. If the BORROWER(S) should die, BORROWER(S) or his/her heirs, executors or representatives must notify the LENDER within ten (10) days by certified mail at the above address. Payment must be made to the LENDER within thirty (30) days after the settlement of the estate.

If the BORROWER(S) transfers title or rents it to someone for any reason, BORROWER(S) or his/her representatives must notify the LENDER within ten (10) days by certified mail at the above address. Payment must be made to the LENDER within thirty (30) days of the transfer of title or rental of the property, unless the renter is certified as low or moderate income and a deed

restriction is place on the property limiting the rent to that approved by the NJ Council On Affordable Housing.

Payment shall be payable to the order of the TOWNSHIP OF LAWRENCE. Repayment of the loan will be pro-rated depending on the number of years the loan has been in use. If you remain in the home for twenty (20) years, the loan is forgiven and the lien is removed from your property.

**Repayment Amounts Owed If Loan Is Terminated**

<b>Years Loan Was Active</b>	<b>Percentage Owed</b>
0-10 years:	Full amount
15 years:	80%
16 years:	65%
17 years:	50%
18-19 years:	25%
20 years:	0%

4) BORROWER(S) agrees that, during the term of this Mortgage Note, BORROWER(S) will keep the property in good repair while monies are still owing on the loan and will not permit deterioration of the property.

5) BORROWER(S) agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting this property.

6) The LENDER or his/her agent may make reasonable inspection of the property provided that the LENDER gives notice to the BORROWER(S) prior to the inspection.

7) The BORROWER(S) agrees to comply with the terms of the Mortgage Note, Mortgage and Lawrence Township Program guidelines and procedures. Should BORROWER(S) fail to comply with any term of the Mortgage Note or the accompanying Mortgage, the BORROWER(S) will be in default and the entire loan shall be immediately due and payable.

8) The Undersigned, if more than one, agree to be liable jointly and severally for the payment of all monies due under this loan.

BORROWER(S) acknowledges that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS:  
\_\_\_\_\_

BORROWER(S)  
\_\_\_\_\_  
\_\_\_\_\_

DATED: \_\_\_\_\_

**MORTGAGE**  
**LAWRENCE TOWNSHIP HOME IMPROVEMENT PROGRAM**

**THIS IS A LEGALLY BINDING DOCUMENT WHICH CREATES A LIEN. DURING THIS THREE-DAY PERIOD, YOU MAY CHOOSE TO HIRE AN ATTORNEY TO REVIEW THIS DOCUMENT. IN THIS THREE-DAY PERIOD, IT IS POSSIBLE TO CANCEL THE DOCUMENT WITHOUT ANY PENALTY. THE CANCELLATION, HOWEVER, MUST BE IN WRITING.**

THIS MORTGAGE made this \_\_\_\_ day of \_\_\_\_ 2012 between \_\_\_\_\_ of \_\_\_\_\_ in the Township of Lawrence, New Jersey 08648 the BORROWER(S), and the TOWNSHIP OF LAWRENCE, having offices at the Lawrence Township Municipal Building, 2207 Lawrence Road, Lawrence, NJ 08648 the LENDER.

The BORROWER(S) has applied for monetary assistance under the LENDER'S Program for the purpose of correcting defects in the house and satisfying local and state building codes. The LENDER has agreed to grant the BORROWER(S) a loan with deferred payments in the amount of: \_\_\_\_\_ (\$ \_\_\_\_\_) which shall constitute the total amount of the loan on which no interest shall be charged. Receipt of the loan is hereby acknowledged and is evidenced by a Mortgage Note which will be signed at the same time as this document. The loan is to be repaid by the BORROWER(S) in accordance with this Mortgage and subject to all the terms and conditions as listed in the Mortgage Note. The Mortgage will secure that the LENDER will be repaid the monies loaned and any other costs or charges incurred for the repair of the BORROWER (S') property. To insure that BORROWER(S) performs its obligations as called for by the Mortgage and Mortgage Note, the BORROWER(S) hereby mortgages to the LENDER, its successors and assigns the tract of land and premises located in the Township of Lawrence, State of New Jersey, at (street address) \_\_\_\_\_ more specifically known as Block \_\_, Lot \_\_ as shown on the current tax map of Lawrence Township. This premises was conveyed to BORROWER(S) by deed from \_\_\_\_\_ to \_\_\_\_\_ dated \_\_\_\_\_ and recorded in the Mercer County Clerk's Office on \_\_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_.

The BORROWER(S) agrees:

- 1) **Ownership.** BORROWER(S) owns the property in fee simple and will defend his/her ownership against all claims.
- 2) **Payments.** He/she will make all payments required by the Mortgage Note and Mortgage.
- 3) **Insurance.** He/she will maintain extended coverage insurance on the property in an amount at least equal to the amount of the mortgage. Insurance companies, policies, amounts and types of coverage must be acceptable to the LENDER. He/she will notify the LENDER in the event of any substantial loss or damage. The LENDER may then settle the claim on his/her behalf if he/she fails to do so.

- 4) Repairs. He/she will keep the property in good repair, neither damaging nor abandoning it. He/she will allow the LENDER to inspect the property upon reasonable notice.
- 5) Mortgage and Mortgage Note. He/she will comply with all of the terms of the Mortgage, Mortgage Note and the Lawrence Township guidelines and procedures. If any provision of this Mortgage is found to be inconsistent with the Mortgage Note, the terms of the Mortgage Note shall control.
- 6) Lawful Use. Use of the property shall be in compliance with all the laws, ordinances and other requirements of any governmental authority.
- 7) The LENDER shall have all rights and remedies to insure repayment of the debt and to protect the LENDER'S security interest in the property.

The LENDER may declare BORROWER(S) in default on the Mortgage Note and this Mortgage if:

- a) BORROWER(S) fails to make any payment required by the Mortgage Note and this Mortgage within 30 days after its due date;
- b) BORROWER(S) fails to keep any other promise he/she makes in the Mortgage Note or this Mortgage;
- c) BORROWER(S) transfer ownership of the property or rents it to someone who does not qualify as low/moderate income and/or the rent is not in compliance with the standards set by the NJ Council On Affordable Housing.
- d) The holder of any lien (debt) on the property starts foreclosure proceedings; or
- e) Bankruptcy, insolvency or receivership proceedings are started by or against any of the BORROWERS;
- f) There is a default under a senior mortgage; or
- g) BORROWER(S) fails to comply with any term or condition set forth in the Lawrence Township Home Improvement Deferred Loan Agreement, the Mortgage Note, this Mortgage or the Lawrence Township Home Improvement Program guidelines and procedures.

8) Rights Given to the Lender. BORROWER(S) mortgage the property to the LENDER. This means that he/she gives the LENDER those rights stated in this Mortgage, also those rights the law gives to lenders of mortgages on real property. When he/she pays all amounts due to the LENDER under this Mortgage Note and Mortgage, LENDER'S rights under this Mortgage will end. The LENDER will then cancel this Mortgage at BORROWER(S) expense.

9) Term. This Mortgage shall be due and payable twenty (20) years from the date hereof unless the loan has been forgiven as provided for in the Mortgage Note.

10) The LENDER may, in its discretion, subordinate the lien of this Mortgage to the lien of any home equity loan, secondary mortgage or refinancing to be procured by the BORROWER(S). The LENDER reserves the right to deny any such request for the subordination of this Mortgage. A \$250 non-refundable document preparation fee will be charged by Affordable Housing Administrators at the time of the request for subordination of the mortgage.

11) No Waiver by Lender. LENDER may exercise any rights under this Mortgage even if LENDER has delayed in exercising that right or has agreed to an earlier instance not to exercise that right. LENDER does not waive its rights to declare that BORROWER(S) is in default by making payments or incurring expenses on BORROWER(S) behalf. THE BORROWER(S) HEREBY DECLARES AND ACKNOWLEDGES THAT THE BORROWER(S) HAS RECEIVED, WITHOUT CHARGE, A TRUE COPY OF THIS MORTGAGE.

IN WITNESS WHEREOF, BORROWER(S) acknowledges that he/she has signed and sealed the agreement and that LENDER has furnished BORROWER(S) with a true copy of this document.

WITNESS:

BORROWER(S)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEW JERSEY (

ss.

TOWNSHIP OF LAWRENCE (

On this \_\_\_\_ day of \_\_\_\_ 2012, by me Maureen Fullaway, personally appeared \_\_\_\_\_ who I am satisfied is the person(S) named in and who executed this document, and who signed, sealed and delivered the same as his/her voluntary act and deed, for the purpose herein specified.

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



**DEFERRED LOAN AGREEMENT**  
**LAWRENCE TOWNSHIP HOME IMPROVEMENT PROGRAM**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_ 2012 between LAWRENCE TOWNSHIP (hereinafter referred to as "Township") and \_\_\_\_\_ (hereinafter referred to as "Owner") whose principal address is \_\_\_\_\_ in the Township of Lawrence, and the State of New Jersey.

WHEREAS, the Township has resolved to use its Development Fees in order to fund the Lawrence Township Home Improvement Program; and

WHEREAS, The Township has authorized Affordable Housing Administrators to administer said program; and

WHEREAS, the Owner has submitted an application to the Lawrence Township Home Improvement Program for the principal goal of upgrading and correcting code violations in the Owner's property in order to meet local and state building codes; and

WHEREAS, said application has been reviewed by Lawrence Township and Affordable Housing Administrators and the Owner and/or renters have been found to be eligible for assistance through the Lawrence Township Home Improvement Program; and

WHEREAS, the Owner represents that he/she will use the funds solely to perform rehabilitation work on the property as set forth herein and does not intend to convey, sell or otherwise transfer ownership of the property in the foreseeable future.

NOW THEREFORE, in reliance upon and in consideration of the mutual representations and obligations hereunder, Township and Owner agree as follows:

1. The Owner hereby agrees to make repairs to the property located on \_\_\_\_\_, Block \_\_, Lot \_\_ in the Township of Lawrence, and the State of New Jersey.
2. The Owner has entered into Construction Agreement(s) with Contractor(s) to perform the rehabilitation work as described in the Rehabilitation Construction Contract, attached hereto as Schedule A.
3. The Township agrees to make available to the Owner a Deferred Loan in the amount of \$ \_\_\_\_\_ subject to the terms and conditions contained in this Agreement specifically set forth herein, Construction Agreement(s) attached hereto as Schedule A and Mortgage and Mortgage Note attached hereto as Schedule B.
4. The Owner represents that he/she has obtained a loan or private funding for all rehabilitation costs over and above the amount of this Agreement necessary to complete the work set forth on Schedule A attached hereto.
5. The Owner, upon signing this Agreement, shall deliver to the Township such certified or cashiers check made payable to the Contractor(s) designated in Schedule A as

requested by the Township, in an amount not to exceed the Owner's share of the total rehabilitation costs which is  
\$\_\_\_\_\_.

6. The Owner authorizes and directs the Township to make payments directly to Owner's contractor(s) from Owner's Deferred Loan proceeds and the monies received by the Township under Paragraph 5 above in accordance with the payment schedule contained in Schedule A.

7. The Owner agrees he/she will not sign a Rehabilitation Construction Contract with any Contractor who is on the federal list of debarred, suspended or ineligible Contractors.

8. The Owner shall cooperate with the Township and the Contractor to facilitate the performance of the work.

9. The Owner shall allow the Township and its representatives access to the property to inspect the work during all phases of construction.

10. The Owner delegates to the Township or its designee the ultimate authority to resolve all disputes arising under this Agreement between the Owner, Contractor and/or the Township. The determination of the Township or its designee shall be final and binding on the Owner.

11. The Owner further designates to the Township the right to determine when and if the Contractor is in default in the performance of the rehabilitation work. The Owner retains the right to request the Township to declare the Contractor in default. All requests must be in writing.

12. The Owner further authorizes the Township to determine if the Contractor has breached any warranty, which would require the repair, replacement or rebuilding of any work performed under Schedule A attached hereto.

13. The owner further authorizes Affordable Housing Administrators to approve mortgage postponements (requests for refinancing /secondary financing) as long as the terms of the Township's Rehabilitation Program guidelines and deferred loan agreements are met.

14. The Owner agrees to comply with all local ordinances, regulations and statutes of the State of New Jersey and further agrees to indemnify and hold harmless the Township of Lawrence from any and all suits, claims, damages or actions arising out of the performance of this Agreement, including any legal fees and costs incurred. The term "Township of Lawrence" is defined to mean the Township and all its officials, employees, agents and representatives, contractors and consultants.

**ATTEST:**

\_\_\_\_\_

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

**LAWRENCE TOWNSHIP**

\_\_\_\_\_

**Mayor James Kownacki**

**OWNER:**

\_\_\_\_\_

\_\_\_\_\_

**REHABILITATION CONSTRUCTION CONTRACT**  
**LAWRENCE TOWNSHIP HOME IMPROVEMENT PROGRAM**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_ 2012 between \_\_\_\_\_ residing \_\_\_\_\_ in Lawrence Township (hereinafter referred to as the "Owner") and \_\_\_\_\_ (Name of Contractor), \_\_\_\_\_ (Address of Contractor) hereinafter referred to as the "Contractor")

WITNESSETH

WHEREAS, the Owner wishes to rehabilitate his/her principal residence located at the above address through participation in the Lawrence Township Home Improvement Program; and

WHEREAS, the owner has been determined to be eligible for said program; and

WHEREAS, the Township has awarded the Owner a deferred loan in the amount of \$ \_\_\_\_\_ to pay for all or a portion of the rehabilitation costs as set forth in deferred loan agreement dated \_\_\_\_\_, 2012 ; and

WHEREAS, the starting date for the project is no later than \_\_\_\_\_, 2012; and

WHEREAS, the Owner has secured additional funding in the amount of \$ \_\_\_\_\_ to meet his/her obligations under the terms and conditions of said Agreement; and

WHEREAS, Contractor is ready, willing and able to perform such construction work as shall be required of Contractor under this Contract to effect such rehabilitation.

NOW THEREFORE, the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

**ARTICLE I Contract Documents**

The following documents shall be deemed to be a part of this Contract.

1. Work write-up and specifications;
2. Bid/proposal form;
3. Schedule of progress payments (if applicable); and
4. Notice to Proceed

**ARTICLE II - Definitions**

The following words and expressions, or pronouns used in their stead, shall wherever they appear in this Contract be construed as follows, unless a different meaning is clear from the context:

1. "LTHRP" means the Lawrence Township Home Improvement Program operated by the Lawrence Township Planning Department.
2. "Township" means Lawrence Township and its designee for the administration of this Program, which currently is Affordable Housing Administrators, LLC.
3. "COAH" means the NJ Council on Affordable Housing
3. "Contract" or "Contract Documents" means this Construction Contract and each of the various documents referred to in Article I hereof, both as a whole and separately.

### **ARTICLE III - Consideration**

The Contractor shall furnish all the labor, material and equipment and do all the work described herein in accordance with the provisions of this Contract, for the lump sum of: \_\_\_\_\_(\$\_\_\_\_\_)

### **ARTICLE IV - Commencement and Completion of Work**

Section 1. Commencement and Completion of Work. The Contractor shall commence the work to be performed under this Contract in accordance with the provisions set forth in their contract. The Contractor shall diligently pursue and execute the work in strict compliance with the plans, specifications, work write-up and drawings annexed to and forming part of this Contract and shall complete the work on or before \_\_\_\_\_, 2012. The time for completion may be extended in accordance with the provisions of Section 2 herein.

Section 2. Extensions. The Contractor shall be entitled to an extension of time for delay in completion of work caused solely by: (1) acts or omissions of the Owner or (2) supervening conditions entirely beyond the control of the Contractor, provided that the Contractor shall file in writing a Request for Extension with the Township within five days (5) days after the commencement of any condition which is causing or may cause delay in completion. The determination of the Township on the Contractor's request for an extension shall be final and binding on the parties.

### **ARTICLE V - Performance During Construction**

Section 1. Permit; compliance with Law. The Contractor shall obtain and pay for all permits, inspections and licenses necessary for the undertaking, execution and completion of the work and labor to be performed, and shall comply with all applicable federal, state and local laws, rules, regulation, codes and ordinances. No contractor payments will be issued until all appropriate permits are on file with the Program Administrator.

Section 2. Owner Cooperation. The Owner shall take all necessary steps to protect and secure all property on or adjacent to the work area. The Owner shall assure that the Contractor has access to those premises necessary for the performance of the work described herein.

Section 3. Clean Premises. The Contractor shall keep the premises clean and orderly during the course of the work and remove all debris and shall make the job site broom clean within five (5) working days after completion of the work specified in this Contract.

**Section 4. Inspection of Books and Records.** During the progress of the work and for a period of three (3) years after final payment, the Contractor shall preserve the Township records, correspondence, construction documents, receipts, vouchers, payrolls and agreements, if any, with subcontractors, relating to this contract and to be performed under this Contract. The Contractor expressly covenants and agrees to preserve all such records for a period of three (3) years after initial payment.

**Section 5. Inspection of Work.** During the performance of the work and up to the date of final payment, the Contractor shall at all times afford the Owner and the Township every reasonable, safe and proper opportunity for inspection of the work in progress. Inspection and approval by the Owner and the Township of finished work being performed, shall not relieve the Contractor from the obligation of correcting or replacing all defective work or equipment constructed under this Contract.

**Section 6. Disputes.** The determination of the Township or its designee shall be final and binding upon the parties in the event of dispute between the Owner and Contractor.

**Section 7. Disputes; Owner at Fault.** If, as a result of a dispute, the Township determines that the acts, omissions or neglect of the Owner are of such a nature as to render performance by the Contractor or Subcontractors, if any, impossible, the Township may terminate the Contract by finding the Owner in default and the Owner shall pay the Contractor for the value of work performed and materials supplied.

**Section 8. Disputes; Contractor at Fault.** In the event of a dispute between the Owner and the Contractor concerning the proper performance of the work, or the quality of materials or supplies provided by the Contractor or any Subcontractor, the determination of the Township shall be final and binding on the parties. If the Township rejects any such performance, materials or supplies, the Township shall notify the Contractor of its disapproval or rejection and may order the replacement or repair of any finished or unfinished work.

**Section 9. Rejected Work and Materials.** All rejected work, materials or equipment shall be promptly taken down and removed from the premises. All such rejected materials shall belong to the Contractor. The Township will notify the contractor when the rejected material can be removed from the premises if the material impacts weatherization and/or structural needs. If the material is not removed by the established date, the material shall become the property of the Township.

**Section 10. Protection of Property.** During the performance of this Contract, and up to the date of final payment, the Contractor shall take all reasonable precautions to protect persons, property and materials of the Owner, and of others on or adjacent to the site, from damage, loss or injury resulting from the Contractor's or Subcontractor's operations under legal duty to protect. Furthermore, the Contractor agrees to indemnify and hold the Owner and the Township harmless against any and all claims, demands or legal proceedings which may result from the Contractor's failure to comply with the provisions of this section. As used herein "Township" means the Township of Lawrence and its officials, employees, agents and representatives.

**Section 11. Insurance.** The Contractor agrees to provide and pay Comprehensive General Liability and Automobile Insurance with minimum aggregate limits of \$ 500,000 each, naming the Township as an additional insured on both policies. The Contractor shall also maintain

statutory workmen's compensation insurance. The Contractor shall maintain such insurance in force until the final completion or termination of all work and services hereunder. The Contractor shall submit an insurance certificate to the Township consistent with the provisions of this Paragraph upon signing of this agreement.

The Owner shall assume liability for his own negligent acts or omissions which result in bodily injury, death, or property damage.

Section 12. Indemnification. The Contractor agrees to indemnify and hold the Owner and the Township harmless against any and all claims, demands, or legal proceedings, including costs and attorney fees, which may arise in connection with or on account of the work, operations, maintenance, or supervision by the Contractor of the construction work which is the subject of this Contract. As used herein "Township" means the Township of Lawrence, its officials, employees, agents and representatives.

Section 13. Damages to Property. The Contractor shall be responsible for damage, as a result of his operations, to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, and shall, at his own expense, completely repair any damage thereto caused by his operations.

The Contractor shall shore up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining and in the immediate vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract.

Section 14. Change in the Work. The Township may make changes in the work required to be performed by the Contractor under this Contract by making additions thereto, or by omitting work therefore, without invalidating the Contract. All changes in the work must be authorized in writing on a Change Order by both the Township and the Owner prior to the Contractor commencing any work other than what is contained in this Contract. Neither the Township nor the Owner will accept responsibility or liability for any claim or charge for extra work made by the Contractor that has not been previously approved in writing by both the Township and the Owner.

If the changed work is more costly to the Contractor than the original contract work, an adjustment of the Contract payment provisions will be made to compensate the Contractor for such additional cost. If such change is less costly to the Contractor than the original work, an adjustment of the Contract payment provisions will be made to credit the Owner with such decreased cost.

#### **ARTICLE VI - Labor Provisions Applicable During Construction**

Section 1. Equal Employment Opportunities. During the performance of this Contract, the Contractor agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex, affectional or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or

termination rate of pay or the forms of compensation; and selection for training, including apprenticeship.

Section 2. Anti-Kickback Provisions. The Contractor shall comply with the applicable regulation of the Secretary of Labor, United States Department of Labor, made pursuant to the Copeland "Anti-Kickback Act: of June 13, 1984 (48 Stat. 948; 62 Stat. 8962; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c) and any amendments or modifications thereof.

**ARTICLE VII - Contractor's Default;  
Township Right to Terminate the Contractor**

Section 1. Owner's Acts on Default. The Owner hereby specifically authorizes and delegates to the Township the right to declare the Contractor in default of the whole or any part of the work required to be performed pursuant to this Contract with or without consent of the Owner at the time of default. The Owner, however, retains the right to request the Township to declare a default. All requests must be in writing to the Township.

Section 2. Township Right to Declare Default and Substitute Contractor. The Township may declare the Contractor in default for any of the following reasons or for other good cause:

- A. The Contractor becomes insolvent;
- B. The Contractor makes an assignment for the benefit of creditors pursuant to the laws of the State of New Jersey;
- C. A voluntary or involuntary petition in bankruptcy is filed by or against the Contractor;
- D. A receiver is appointed to take charge of the Contractor's property or affairs;
- E. The Contractor fails to commence work by the designated start date.
- F. The Contractor abandons the work;
- G. The Contractor refuses to proceed with the work when and as directed by the Township;
- H. The Contractor, without just cause, reduces his working force to a number which, if maintained, would be insufficient in the opinion of the Township to complete the work in accordance with the approved progress schedule, and fails or refuses to increase such working force sufficiently when ordered to do so by the Township;
- I. The Township determines that the Contractor is unnecessarily, unreasonably or willfully delaying the performance and completion of this work, the award of necessary subcontractors, or the placing of necessary material and equipment orders;



J. The Township determines that the Contractor is not performing its obligations under this Contract in accordance with its terms, including, but not limited to, the performance of all work required under the terms of this Contract in a workmanlike manner;

K. The work is not complete on or before the completion date set forth herein and the Contractor has not received an extension of the completion date as permitted in Article IV, Section 2.

L. The Contractor fails to maintain insurance coverage as required by Article V, Section 11 of this Contract;

M. No mechanics lien, material liens, or notice of intent shall be filed with the office of the Ocean County Clerk where payment has been made in full or pursuant to a settlement for the work, services, material or equipment provided by the Contractor in accordance with the work write-up pertaining to this Agreement. Violations of this provision shall be deemed an act of default pursuant to this Agreement.

Section 3. Declaration of Default, Substitute Contractor. After declaring the Contractor in default, the Owner with Township approval shall secure a replacement Contractor to complete the work. The deferred loan, mortgage, and mortgage notes shall be modified accordingly.

Section 4. Contractor Probation. Where a Contractor fails to comply with the provisions set forth in the construction contract, the Township, upon recommendation from the Program Administrator, may place a contractor on probation. Probation removes a Contractor from the qualified bidding list for a six (6) month period, after which the Contractor's name will return to the qualified bidding list on a probationary status for an additional six (6) month period. During this period, the Contractor will be eligible to bid on projects under the Lawrence Township Home Improvement Program. However, the Contractor will be eligible for an award of no more than one (1) project at a time over this period. At the conclusion of this period, if the Contractor's progress on a project is determined by the Program Administrator to be in compliance with the requirements of this program, the Contractor's name will be returned to the qualified bidding list on a nonprobationary status. If the Contractor's performance is not in compliance with the requirements of this program, as determined by the Township, the Contractor will be ineligible to bid on any future Lawrence Township Home Improvement Program projects.

Contractor probation shall be implemented for the following reasons:

- A. Late start or late completion without an approved extension by the Program Administrator.
- B. Lack of expedient repair of the one (1) year, ten (10) day warranty period from the date of final payment.
- C. Failure to comply with all terms of the construction contract.

D. Inability to cooperate with the applicant, Program Administrator, and/or Township personnel and/or the lack of professionalism as determined by the Township and the Program Administrator.

E. Performing work outside the work write-up and change orders

F. Unacceptable workmanship

Before a Contractor is placed on probation, he/she will be sent a certified mail, return receipt requested, that the contractor is not satisfying the terms of the construction contract. If the contractor does not respond in writing to the letter within seven (7) days from his/her receipt of same, he/she will be declared in default. If the Contractor timely responds to the letter in writing to the Township, a deadline will be established by the Township and the Program Administrator by which the Contractor must satisfy the terms of the Construction Contract.

If the Contractor does not satisfy the terms of the construction contract by the established deadline, the Township will send the Contractor a notice via certified mail, return receipt requested, stating that the Contractor is in default and breach of contract.

Any Contractor who has not completed a contract under this program is automatically given a six (6) month probationary period, during which the Contractor will be eligible for an award of no more than one (1) project. This probationary period is designed to provide the Contractor with an opportunity to demonstrate the use of satisfactory procedures in completing the initial project. If the contract is completed according to the provisions set forth in the construction contract, the contractor will be eligible to accept a maximum of three (3) awarded projects. If the work is not completed satisfactorily, the Contractor will be ineligible to participate in this program.

Section 5. Contractor Removal From Program. The Township, through the recommendation of the Program Administrator, has the authority to remove and forbid a contractor from bidding in the Township's rehabilitation program for the following reasons:

- A. Unacceptable workmanship.
- B. Failure to complete the job on time as designated by the completion date in the construction contract.
- C. Failure to comply with the construction contract and/or program guidelines.

The Township will provide notice to the Contractor in writing by certified mail of the action and the reason for the action. After five (5) years from the date of contractor removal from the program, the contractor may apply to the Township for reinstatement into the program. The contractor must present to the Township a written corrective plan that addresses prior deficiencies and banning. The Township will review the plan and may reinstate the contractor on probationary status. If a contractor is banned a second time from the program, the contractor will be ineligible to bid on any future Lawrence Township Home Improvement Program projects and cannot apply for reinstatement.

## **ARTICLE VIII - Payment**

Section 1. Payment Generally. All amounts due and payable to the Contractor, including the Final Payment, for the work performed under this Contract, shall be paid within thirty (30) days after the work is satisfactorily completed and approved by the Township. Payment shall be made by the Township directly to the Contractor from the proceeds of the Owner's project account. In no event shall the Township be liable to make payments to the Contractor in an amount greater than \$ \_\_\_\_\_ as appropriated under the Owner Deferred Loan Agreement with the Township. All payments must be approved by Lawrence Township.

Section 2. Progress Payment. The Contractor may make application to the Township for Progress Payments as soon as those portions of the work have been completed or at the discretion of the Township when partial payments must be made to insure continuation of the Contract.

Section 3. Conditions Precedent to Final Payment. Final Payment to the Contractor shall not become due and payable until the Contractor furnishes the Owner and the Township with the following:

- A. An appropriate release of liens if an intent to file a lien has been filed;
- B. A permanent certificate of occupancy, if required by law;
- C. Copies of all warranties and guarantees governing performance of work and equipment during the course of the Contract. Contractor is to provide manuals and clear title to all equipment installed during the course of this Contract. Final payment will not be issued until all warranties are in place.

Section 4. Final Payment. Upon completion of all the conditions described in Section 3 above, the Contractor shall be entitled to the Final Payment. Upon final payment, the Township and its agent are no longer responsible for work performed under this agreement. In the event there are defects in the quality of workmanship, for which the Contractor is responsible, the Township reserves the right to retain up to twenty (20%) percent of the total contract price. All such defects shall be cured by the Contractor within thirty (30) days of receipt of written notification of said defects.

The balance of the Final Payment shall be payable to the Contractor upon the correction of work or materials found to be defective by the Township.

Section 5. Correction of Work After Final Payment. The Contractor shall promptly repair, replace or rebuild any finished work or materials or equipment in which defects of materials or workmanship may appear within one (1) year after Final Payment. This warranty is exclusive of normal wear and tear or mistreatment of rehabilitated items. The Contractor shall furnish the Owner with all manufacturers and suppliers' written guarantees and warranties covering materials and equipment furnished by this Contract.

Notice by the Township to the Contractor to repair, replace or rebuild such defective work shall be deemed timely if given not later than ten (10) days after the expiration of the one (1) year period.

If the Contractor fails to repair, replace or rebuild such defective or damaged work promptly after receiving such notice, the Owner shall have the right to have the work done by others, and the Contractor shall be liable to reimburse the actual cost thereof to the Owner upon demand.

Section 6. Payments in Event of Failure to Complete. Where the Contractor is declared in default by the Township pursuant to the provision of Article VII hereunder, and the work is completed by a Substitute Contractor, the Contractor in default shall be liable to the Township for the following amount: the difference between the amount payable to the Substitute Contractor and the amount set forth in Article III of this contract. The Township shall deduct this amount from any payments to be made to the Contractor. Any payments made to the Contractor in default shall only be made after the Substitute Contractor has received a final payment. The payments to the Contractor in default shall be accepted by the Contractor as full and final payment under this contract.

## **ARTICLE IX - Miscellaneous Provisions**

Section 1. The Contractor agrees that all construction/rehabilitation shall be executed in accordance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et.seq.) and subject to 24 CFR Part 35.

Section 2. Interest of Township Officials. No elected or appointed official or employee of the Township shall receive or participate, either directly or indirectly, in the benefits of this Contract.

Section 3. Interest of Local Government Officials. No officer or employee of the municipal government who exercises any functions or responsibilities in connection with the carrying out of the program to which this Contract pertains shall have any private interest, direct or indirect, in the proceeds of this loan.

Section 4. Governing Law; Amendment. This Contract shall be construed in accordance with the laws of the State of New Jersey. It may be modified or amended only by a written instrument executed by the Owner and Contractor with the written approval of the Township.

Section 5. Authority of the Township. The Township shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and construction thereof. The Township's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract to specifications, the determination or decision of the Township shall be final and binding on the rights of the Contractor and the Owner.

Section 6. Township Determination Final. If any provisions of this Contract requires the Township to approve or take other appropriate action, the Township shall confer with Owner. In the event of any disagreement between the Township and Owner, or where Owner refuses to approve any action taken or omitted by the Contractor or the Township, the determination of the Township shall be final.

**Section 7. Severability.** If this Contract contains any unlawful provision, not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice from either party be deemed stricken from the Contract without affecting the binding force of the remainder.

**IN WITNESS WHEREOF,** the Owner and the Contractor have executed this Contract as of the date first above written.

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Owner  
BY: \_\_\_\_\_  
Owner  
BY: \_\_\_\_\_  
Contractor

FORM OF CERTIFICATE FOR APPLICANTS CERTIFIED TO  
RENTAL UNIT, REQUIRED BY SECTION 5:80-26.18(c)(2)

CERTIFICATE FOR APPLICANT  
CERTIFIED TO A RENTAL UNIT SUBJECT TO  
AFFORDABLE HOUSING RESTRICTIONS

My name is \_\_\_\_\_ and I am making this  
certificate in connection with my certification to rent the Affordable Housing  
unit located at:

\_\_\_\_\_.

I am aware, as the renter of an Affordable unit, that from this date until \_\_\_\_\_, 20\_\_ as  
long as I am renting the unit described above, my renting the apartment is subject to the  
requirements that are listed below:

1. I am required to pay all rent set forth in my lease on time and in the manner provided for  
in my lease.
2. I know that I am required to live in my apartment, and that I cannot sublease it or rent it  
out to any other person, not even to members of my family.
3. I know that the maximum rent I am supposed to pay to my landlord is limited by law, that  
it is announced each year by \_\_\_\_\_, and that I can call  
\_\_\_\_\_ at any time if I have any questions about what rent I am supposed  
to be paying.

4. I know that I am not allowed to make any improvements to my apartment unless they have been approved in writing by \_\_\_\_\_.

BE IT REMEMBERED, that on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ the signer of this Certificate \_\_\_\_\_ appeared personally before me and who, being duly sworn by me, deposed and made proof to my satisfaction (i) that he/she is the renter of the Affordable unit that is identified as said renter in the foregoing Certificate, and (ii) and that he/she has executed said Certificate with respect to the lease of the property described in the Certificate and for the purposes described and set forth therein.

\_\_\_\_\_  
Applicant Signature Date

\_\_\_\_\_  
Applicant Signature Date

Sworn to and subscribed before me, \_\_\_\_\_ on the date set forth above.

-----  
NOTARY PUBLIC

MANDATORY DEED RESTRICTION FOR REHABILITATED RENTAL PROPERTY

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY  
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To Rehabilitated Rental Property  
With Covenants Restricting Rentals, Conveyance and Improvements  
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the [Rehabilitation Program Administrator] ("Rehabilitation Program Administrator"), or its successor, acting on behalf of \_\_\_\_\_ [Municipality], with offices at \_\_\_\_\_, and \_\_\_\_\_ [a New Jersey Corporation / Partnership / Limited Partnership having offices] at \_\_\_\_\_ the owner (the "Owner") of a residential low- or moderate-income rental property (the "Property"):

WITNESSETH

**Article 1. Consideration**

In consideration of the subsidies received by the Owner from the Municipality regarding this rental Property, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (Description of Property).

**Article 2. Description of Property**

*The Property consists of all of the land, and improvements thereon, that is located in the municipality of \_\_\_\_\_, County of \_\_\_\_\_, State of New Jersey, and described more specifically as Block No. \_\_\_\_\_ Lot No. \_\_\_\_\_, and known by the following street address:*

*(Attach Schedule A with a detailed description of the Rental Property)*

**Article 3. Affordable Housing Covenants**

The following covenants (the "Covenants") shall run with the land for a period of ten (10) years, determined separately with respect for each restricted unit, beginning on the date the restricted unit has undergone final inspection as set forth in the contract entered into by and between the Owner and Municipality in consideration of the subsidy received by Owner for said improvements and ending after the Property occupied by an income eligible household shall become vacant, (the "Control Period").



- A. Sale, rental and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Rehabilitation Program Administrator. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Rehabilitation Program Administrator.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Rehabilitation Program Administrator.
- D. The Owner shall notify the Rehabilitation Program Administrator and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Rehabilitation Program Administrator and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

#### **Article 4. Foreclosure**

- A. This Agreement shall not be terminated in the event of a Judgment of Foreclosure on the properties that include Affordable Housing Units that are designated as rental units.
- B. The terms and restrictions of this Agreement shall be subordinated only to the First Purchase Money Mortgage lien on the Affordable Housing Property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing Unit.

An Execution of Foreclosure sale by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement

#### **Article 5. Remedies for Breach of Affordable Housing Covenants**

A breach of the Covenants will cause irreparable harm to the Rehabilitation Program Administrator, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Rehabilitation Program Administrator and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Rehabilitation Program Administrator and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

[The Rehabilitation Program Administrator]

BY: \_\_\_\_\_  
XXXXXXXXXXXXXXXXX  
Title

[THE OWNER]

BY: \_\_\_\_\_  
XXXXXXXXXXXXXXXXX  
Title

APPROVED BY \_\_\_\_\_ [Municipality]

BY: \_\_\_\_\_  
XXXXXXXXXXXXXXXXX  
Title

**ACKNOWLEDGEMENTS**

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me came \_\_\_\_\_, to me known and known to me to be the Rehabilitation Program Administrator for Lawrence Township who states that (s)he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

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

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me came \_\_\_\_\_, to me known and known to me to be \_\_\_\_\_, the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

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

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ before me came \_\_\_\_\_ known and known to me to be \_\_\_\_\_ of \_\_\_\_\_, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

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

**Appendix C**

**Model Flyer for Advertising**

## SAMPLE FLYER FOR REHABILITATION PROGRAM

Lawrence Township is now accepting names for participation in its municipally sponsored home improvement program for low and moderate income families and landlords.

Your name can be added to the waiting list for home improvement by calling J. Andrew Link, PP, LLA, Affordable Housing Administrator for Lawrence Township at 609-844-7087 or [Alink@lawrencetwp.com](mailto:Alink@lawrencetwp.com) between 8:30 am and 4:30 pm Monday through Friday. Names for the waiting list will be accepted on a continuing basis until the program concludes. If necessary, a lottery will be held at a future date to determine the order in which households will be served.

Eligible home or rental property improvements include roofing, windows/doors, vinyl siding, heating systems, insulation, structural (foundation or other problems), plumbing, properly removing lead paint and similar code violations. The program is structured as a forgivable loan. There are no monthly payments and no interest.

To be eligible to participate, your gross annual income (meaning pre-tax income) for all household members or renters must be less than the amounts in the following table:

	<u>2017 Limit</u>
1 person household	\$52,817
2 person household	\$60,363
3 person household	\$67,908
4 person household	\$75,454
5 person household	\$81,490
6 person household	\$87,526
7 person household	\$93,562
8 person or more household	\$99,959

These limits will be adjusted annually in accordance with the procedures in the Township's Affordable Housing Ordinance.

**Appendix D**  
**Program Application**

**Lawrence Housing Home Improvement Program Application**

Date \_\_\_\_\_

Applicant's Name \_\_\_\_\_

Co-Applicant's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

Municipality: Lawrence Township, NJ 08648

Property Location if different from mailing address \_\_\_\_\_

Block \_\_\_\_\_ Lot \_\_\_\_\_

Telephone Numbers:

Work \_\_\_\_\_ Home \_\_\_\_\_ Cell \_\_\_\_\_

Have you ever received assistance through the Mercer County Housing Rehabilitation Program or any other publicly funded housing rehabilitation program? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you own this property? Yes \_\_\_ No \_\_\_ Is this your principle place of residence? Yes \_\_\_\_\_

Is this a single family residence? Yes \_\_\_\_\_ No \_\_\_\_\_

Is this a two family residence where the owner occupies one of the units? Yes \_\_\_\_\_

Are your quarterly property taxes up to date? Yes \_\_\_ No \_\_\_

During the past year did applicant or any household member file:

Federal Income Tax Return? Yes \_\_\_ No \_\_\_

NJ State Income Tax Return? Yes \_\_\_ No \_\_\_

How many people reside in your household? \_\_\_\_\_

Applicant's marital status: Single \_\_\_\_\_ Married \_\_\_\_\_ Widowed \_\_\_\_\_ Divorced \_\_\_\_\_  
(if widowed, please include copy of death certificate)

**Lead Based Paint Data:**

Was the home built prior to 1978? Yes \_\_\_ No \_\_\_ What year was the house built? \_\_\_\_\_

Do children under the age of six years reside in the household? Yes \_\_\_ No \_\_\_\_\_

Is the home in an age-restricted community? \_\_\_\_\_

**Disabled data:** Is anyone in your household disabled? Yes \_\_\_ No \_\_\_\_\_ Please provide documentation

List all household members:

Full Name	Age	Relationship	Social Security Number
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

Required documentation: Check to make sure the following documentation has been submitted:  
If one does not apply to you, place the symbol "N/A" in front of the item.

- Social Security Numbers for all household members
- Signed copies of the last three years of federal (IRS 1040) and State Income Tax (NJ-1040) forms for applicant and all other household members
- The latest W-2 forms for applicant and all other household members
- Copies of 4 most recent pay stubs (showing year to date earnings for applicant and all other household members)
- Copies of pensions, annuities, disability, etc. that are most current
- If receiving Social Security benefits, copy of form SSA1099 Social Security Benefit Statement for the most recent year. You may substitute a direct deposit statement from your current bank, if necessary.
- Copy of recorded deed (that includes date recorded, book, page number and county stamp)
- Do you have a mortgage? Provide proof of the current balance and payments made the past year.
- Do you have a home equity loan? Provide proof of the current balance and that all payments are up to date.
- Are there any other liens against your property? If yes, please provide the lien amount and proof of the lien.
- In cases of separation, divorce or death, where property is listed in both names and only one spouse resides on the premises, the program requires a copy of the separation/divorce agreement or death certificate
- Proof of flood insurance if property is located in a flood hazard zone
- Copy of current homeowner policy declarations page
- Proof of paid quarterly property taxes showing block and lot numbers

The information provided is true and complete to the best of my/our knowledge and belief. I/We consent to the disclosure of such information for purposes of income and verification related to my/our application for financial assistance. I/We understand that any willful misstatement of material fact will be grounds for disqualification.

Please sign

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Co-applicant \_\_\_\_\_ Date: \_\_\_\_\_

Do not write below: AHA office use only

Source	Applicant	Co-applicant	Other members	Grand total
Gross wages				
Interest/dividends				
Business Income				
Rental Income				
Capital Gains				
Social Security				
Supplemental SS				
Pensions				
Retirement funds				
Annuities				
Unemployment				
Disability				
Alimony/child support				
Welfare payments				
Other				
<b>Total Income</b>	\$ _____	\$ _____	\$ _____	\$ _____

Size: \_\_\_\_\_ Total Yearly Household Income: \_\_\_\_\_  
 Income Limits for Household Size \_\_\_\_\_

\_\_\_ Income Approved      \_\_\_ Income Rejected      Date \_\_\_\_\_



**Appendix E**

**Housing Counseling Agencies**

# HUD Approved Housing Counseling Agencies

**GO BACK**

This listing is current as of 07/12/2012.

[Click here to narrow your search.](#)

[Printer Friendly Version.](#)

## Agencies located in NEW JERSEY

Agency Name	Phone, Toll-Free, Fax Number, Email, Website	Address	Counseling Services	Languages	Parent Organ
ATLANTIC HUMAN RESOURCES, INCORPORATED	<b>Phone:</b> 609-348-4131-214 <b>Fax:</b> 609-345-5750 <b>E-mail:</b> mrjegr@atlhmrccs.com	1 S New York Ave - Suite 303 ATLANTIC CITY, New Jersey 08401-8012	- Home Improvement and Rehabilitation Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Rental Housing Counseling - Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Rental Housing Counseling	- English - Spanish	
JERSEY COUNSELING AND HOUSING DEVELOPMENT, IN	<b>Phone:</b> 856-227-3683 <b>Fax:</b> 856-228-0662 <b>E-mail:</b> Jerseycou@aol.com	29 S Black Horse Pike BLACKWOOD, New Jersey 08012-2952	- Mortgage Delinquency and Default Resolution Counseling - Pre-purchase Counseling - Rental Housing Counseling	- English - Spanish	JERSEY COUN AND H DEVEL IN
TRI-COUNTY COMMUNITY ACTION AGENCY	<b>Phone:</b> 856-451-6330-6679 <b>Toll-free:</b> 800-457-3188 <b>Fax:</b> 856-451-3121 <b>E-mail:</b> cstringfield@gatewaycap.org <b>Website:</b> gatewaycap.org	110 Cohansey St. BRIDGETON, New Jersey 08302-1922	- Fair Housing Pre- Purchase Education Workshops - Financial Management/Budget	- English - Spanish	

CCCS OF  
DELAWARE  
VALLEY, INC.  
DBA CLARIFI

Phone: 215-563-5665-2  
Toll-free: 800-969-2227  
Fax: 215-563-7020  
E-mail: [customerservice@cccsvd.org](mailto:customerservice@cccsvd.org)  
Website: [www.cccsvd.org](http://www.cccsvd.org)

221 Market  
Street Suite 102  
CAMDEN, New  
Jersey 08102-  
2401

Counseling  
- Home  
Improvement and  
Rehabilitation  
Counseling  
- Mortgage  
Delinquency and  
Default Resolution  
Counseling  
- Non-Delinquency  
Post Purchase  
Workshops  
- Pre-purchase  
Counseling  
- Pre-purchase  
Homebuyer  
Education  
Workshops  
- Predatory Lending  
Education  
Workshops  
- Rental Housing  
Counseling  
- Services for  
Homeless  
Counseling  
- Financial  
Management/Budget  
Counseling  
- Mortgage  
Delinquency and  
Default Resolution  
Counseling  
- Non-Delinquency  
Post Purchase  
Workshops  
- Pre-purchase  
Counseling  
- Pre-purchase  
Homebuyer  
Education  
Workshops  
- Predatory Lending  
Education  
Workshops  
- Rental Housing  
Counseling  
- Services for

- English

CCCS  
DELA  
VALLE  
CLARI

**JERSEY  
COUNSELING  
AND HOUSING  
DEVELOPMENT,  
IN**

**Phone: 856-541-1000  
Fax: 856-541-8836  
E-mail: JerseyCou@aol.com**

**1844 S  
Broadway  
CAMDEN, New  
Jersey 08104-  
1334**

**Homeless  
Counseling**  
- Fair Housing Pre-  
Purchase Education  
Workshops  
- Financial  
Management/Budget  
Counseling  
- Mortgage  
Delinquency and  
Default Resolution  
Counseling - English  
- Non-Delinquency - Spanish  
Post Purchase  
Workshops  
- Pre-purchase  
Counseling  
- Pre-purchase  
Homebuyer  
Education  
Workshops  
- Rental Housing  
Counseling

**NEIGHBORHOOD  
HOUSING  
SERVICES OF  
CAMDEN, INC**

**Phone: 856-541-0720  
Fax: 856-541-8440  
E-mail: nhscamden@comcast.net  
Website: www.nhscamden.org**

**601-603  
Clinton St  
CAMDEN, New  
Jersey 08103-  
1415**

- Fair Housing Pre-  
Purchase Education  
Workshops  
- Financial  
Management/Budget  
Counseling  
- Home  
Improvement and  
Rehabilitation  
Counseling  
- Mortgage - English  
Delinquency and - Spanish  
Default Resolution -  
Counseling Vietnamese  
- Non-Delinquency  
Post Purchase  
Workshops  
- Pre-purchase  
Counseling  
- Pre-purchase  
Homebuyer  
Education  
Workshops  
- Predatory Lending

PARKSIDE  
BUSINESS AND  
COMMUNITY IN  
PARTNERSHIP,  
INC.

Phone: 856-964-0440  
Fax: 856-964-3664  
E-mail: [info@pbcip.org](mailto:info@pbcip.org)  
Website:  
[www.pbcip.org/what\\_to\\_expect.html](http://www.pbcip.org/what_to_expect.html)

1487 Kenwood  
Avenue  
CAMDEN, New  
Jersey 08103-  
2904

Education  
Workshops  
- Financial  
Management/Budget  
Counseling  
- Non-Delinquency  
Post Purchase  
Workshops  
- Pre-purchase  
Counseling  
- Pre-purchase  
Homebuyer  
Education  
Workshops

- English

NATIC  
COMM  
REINV  
COALI

ST. JOSEPH'S  
CARPENTER  
SOCIETY

Phone: 856-966-8117  
E-mail: [rfigueroa@sjcsscamden.org](mailto:rfigueroa@sjcsscamden.org)  
Website: [www.asite.com](http://www.asite.com)

20 Church St  
Camden, New  
Jersey  
08105+2414

- Pre-purchase  
Counseling  
- Pre-purchase  
Homebuyer  
Education  
Workshops

- English  
- Spanish

- Financial  
Management/Budget  
Counseling  
- Mortgage  
Delinquency and  
Default Resolution  
Counseling  
- Non-Delinquency  
Post Purchase  
Workshops  
- Pre-purchase  
Counseling  
- Pre-purchase  
Homebuyer  
Education  
Workshops  
- Rental Housing  
Counseling

NATIC  
FOUN  
FOR C  
COUN  
INC.

CCCS OF NEW  
JERSEY

Phone: 973-267-4324  
Toll-free: 888-726-3260  
Fax: 973-267-0484  
E-mail: [mtjohnson@cccsnj.org](mailto:mtjohnson@cccsnj.org)  
Website: [www.cccsnj.org](http://www.cccsnj.org)

185 Ridgedale  
Ave  
Cedar Knolls,  
New Jersey  
07927-1812

- Financial  
Management/Budget  
Counseling  
- Mortgage  
Delinquency and  
Default Resolution  
Counseling  
- Non-Delinquency

- English

CCCS  
DELA  
VALLE  
CLARI

CCCS OF  
DELAWARE  
VALLEY, INC.  
DBA CLARIFI

Phone: 215-563-5665-2  
Toll-free: 800-989-2227  
Fax: 215-563-7020  
E-mail: [customerservice@cccsdv.org](mailto:customerservice@cccsdv.org)  
Website: [www.cccsdv.org](http://www.cccsdv.org)

One Cherry Hill  
Suite 615  
CHERRY HILL,  
New Jersey  
08002-2110

-  
Cantonese  
- English  
- Spanish

**NEW JERSEY  
CITIZEN ACTION**

**Phone: 800-656-9637**  
**Toll-free: 800-656-9637**  
**Fax: 973-643-8100**  
**E-mail: [application@njcitizenaction.org](mailto:application@njcitizenaction.org)**  
**Website: [www.njcitizenaction.org](http://www.njcitizenaction.org)**

**1040 Kings  
Highway  
Suite 308  
CHERRY HILL,  
New Jersey  
08034-1908**

**Post Purchase  
Workshops**  
- Pre-purchase  
**Counseling**  
- Pre-purchase  
**Homebuyer  
Education  
Workshops**  
- Rental Housing  
**Counseling**  
- Reverse Mortgage  
**Counseling**  
- Services for  
**Homeless  
Counseling**

- Home  
**Improvement and  
Rehabilitation  
Counseling**  
- Mortgage

**Delinquency and  
Default Resolution  
Counseling**

- Pre-purchase  
**Counseling**  
- Pre-purchase

**Homebuyer  
Education  
Workshops**

- Predatory Lending  
**Education  
Workshops**

- Mortgage  
**Delinquency and  
Default Resolution  
Counseling**

- Non-Delinquency

**Post Purchase  
Workshops**

- Pre-purchase  
**Counseling**  
- Pre-purchase

**Homebuyer  
Education  
Workshops**

- English **NEW J**  
- Spanish **CITIZI**

**HOUSING  
PARTNERSHIP  
FOR MORRIS  
COUNTY**

**Phone: 973-659-9222**  
**E-mail: [susan.zellman@hpnj.us](mailto:susan.zellman@hpnj.us)**  
**Website: [housingpartnershipmorris.org](http://housingpartnershipmorris.org)**

**2 E Blackwell St  
Ste 12  
DOVER, New  
Jersey 07801-  
4645**

**Post Purchase  
Workshops**

- Pre-purchase  
**Counseling**  
- Pre-purchase

**Homebuyer  
Education  
Workshops**

- English **NEIGH**  
- Spanish **REINV  
CORP**

**TRI-CITY  
PEOPLES**

**Phone: 973-676-5506-2165**  
**Fax: 973-675-4497**

**55 Washington  
St. 4th Floor**

- Financial  
**Management/Budget** -

- English

CORPORATION	E-mail: <a href="mailto:tcaldwell@tri-citypeoples.org">tcaldwell@tri-citypeoples.org</a> Website: <a href="http://www.tri-citypeoples.org">www.tri-citypeoples.org</a>	EAST ORANGE, New Jersey 07017-1426	Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Resolving/Preventing Mortgage Delinquency Workshops - Services for Homeless Counseling	Portuguese - Spanish
AFFORDABLE HOUSING ALLIANCE OF NEW JERSEY	Phone: 732-389-2958 E-mail: <a href="mailto:aha-homecounselor@housingall.org">aha-homecounselor@housingall.org</a> Website: <a href="http://www.housingall.com">www.housingall.com</a>	59 Broad St EATONTOWN, New Jersey 07724-1528	- Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Rental Housing Workshops	- English - Spanish
MONEY MANAGEMENT INTERNATIONAL EGG HARBOR TOWNSHIP	Phone: 866-232-9080 Toll-free: 866-232-9080 Fax: 866-921-5129 E-mail: <a href="mailto:counselinginfo@moneymanagement.org">counselinginfo@moneymanagement.org</a> Website: <a href="http://www.moneymanagement.org">www.moneymanagement.org</a>	3073 English Creek Ave Ste 3 EGG HARBOR TOWNSHIP, New Jersey 08234- 9711	- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution	- English - Spanish

MONE  
MANA  
INTER  
INC.

BRAND NEW DAY	<b>Phone: 908-282-0781</b> <b>E-mail: pmeredithbnd@optonline.net</b> <b>Website: www.brandnewdaycdc.org</b>	176 1st St ELIZABETH, New Jersey 07206- 1865	Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops - Rental Housing Counseling - Mortgage Delinquency and Default Resolution Counseling - Non-Delinquency Post Purchase Workshops - Pre-purchase Counseling - Pre-purchase Homebuyer Education Workshops	- English - Spanish	NEIGH REINV CORP
URBAN LEAGUE OF UNION COUNTY	<b>Phone: 908-351-7200</b> <b>Fax: 908-351-9906</b> <b>E-mail: ulunioncty@aol.com</b>	288 N. Broad Street ELIZABETH, New Jersey 07208- 3711	- Financial Management/Budget Counseling - Mortgage Delinquency and Default Resolution Counseling - Rental Housing Counseling	- Creole - English - Spanish	NATIC URBAI
URBAN LEAGUE FOR BERGEN COUNTY	<b>Phone: 201-568-4988</b> <b>Fax: 201-568-4989</b> <b>E-mail: ulbc@verizon.net</b> <b>Website: www.urbanleague4bc.org</b>	40 N Van Brunt St Ste 28B ENGLEWOOD, New Jersey 07631-2716	- Mortgage Delinquency and Default Resolution Counseling	- English - Spanish	
LA SALUD HISPANA	<b>Phone: 201-944-0375</b> <b>E-mail: drcardenas@lasuldhispana.com</b>	507 Main Street FORT LEE, New Jersey 07024- 2540	- Financial Management/Budget Counseling - Financial, Budgeting and Credit Repair Workshops - Mortgage	- English	NUEV, ESPER



GARDEN STATE  
CONSUMER  
CREDIT  
COUNSELING,  
INC. D/B/A/  
NOVADEBT

Phone: 866-472-4557  
Toll-free: 866-472-4557  
Fax: 732-409-6284  
E-mail: [novadebthousing@novadebt.org](mailto:novadebthousing@novadebt.org)  
Website: [www.novadebt.org](http://www.novadebt.org)

225  
Willowbrook  
Road  
FREEHOLD, New  
Jersey 07728-  
5921

Delinquency and  
Default Resolution  
Counseling  
- Pre-purchase  
Counseling  
-  
Resolving/Preventing  
Mortgage  
Delinquency  
Workshops  
- Financial  
Management/Budget  
Counseling  
- Mortgage  
Delinquency and  
Default Resolution  
Counseling  
- Non-Delinquency - English  
Post Purchase - Spanish  
Workshops  
- Pre-purchase  
Counseling  
- Pre-purchase  
Homebuyer  
Education  
Workshops

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INC. C  
NOVA

GARDEN STATE  
CONSUMER  
CREDIT  
COUNSELING,  
INC. D/B/A/  
NOVADEBT

Phone: 866-472-4557  
Toll-free: 866-472-4557  
Fax: 732-409-6284  
E-mail: [education@novadebt.org](mailto:education@novadebt.org)  
Website: [www.novadebt.org](http://www.novadebt.org)

225  
Willowbrook  
Road  
FREEHOLD, New  
Jersey 07728-  
5921

- Financial  
Management/Budget  
Counseling  
- Mortgage  
Delinquency and  
Default Resolution  
Counseling - English  
- Pre-purchase  
Counseling  
- Pre-purchase  
Homebuyer  
Education  
Workshops

GARDEN STATE  
CONSUMER  
CREDIT  
COUNSELING,  
INC./NOVADEBT  
- HPF AFFILIATE

Phone: 866-472-4557  
Toll-free: 866-472-4557  
Fax: 732-409-6284  
E-mail: [education@novadebt.org](mailto:education@novadebt.org)  
Website: [www.novadebt.org](http://www.novadebt.org)

225  
Willowbrook  
Road  
FREEHOLD, New  
Jersey 07728-  
5921

- Financial  
Management/Budget  
Counseling  
- Mortgage - English  
Delinquency and  
Default Resolution  
Counseling

HOME  
PRESE  
FOUN

**BERGEN COUNTY  
COMMUNITY  
ACTION  
PARTNERSHIP,  
INC.**

**Phone: 201-342-2323  
Fax: 201-342-9339  
E-mail: [info@bergencap.org](mailto:info@bergencap.org)  
Website: [www.bergencap.org](http://www.bergencap.org)**

**7 E Salem St  
Hackensack,  
New Jersey  
07601+7422**

- Rental Housing  
Counseling  
- Rental Housing  
Workshops - English  
- Services for - Spanish  
Homeless  
Counseling

**FAIR HOUSING  
COUNCIL OF  
NORTHERN NEW  
JERSEY**

**Phone: 201-489-3552  
Fax: 201-489-8472  
E-mail: [fhcnnj1@optimum.net](mailto:fhcnnj1@optimum.net)  
Website: [www.fhcnnj.org](http://www.fhcnnj.org)**

**131 Main Street  
Suite 140  
HACKENSACK,  
New Jersey  
07601-7052**

- Fair Housing Pre-  
Purchase Education  
Workshops  
- Mortgage  
Delinquency and - English  
Default Resolution - Spanish  
Counseling  
- Pre-purchase  
Counseling  
- Rental Housing  
Counseling

**FAMILY  
GUIDANCE  
CENTER  
CORPORATION**

**Phone: 609-586-2574  
Toll-free: 888-379-0604  
Fax: 609-586-4759  
E-mail: [jeff.robbins@fgccorp.org](mailto:jeff.robbins@fgccorp.org)  
Website: [www.cccscentralnj.com](http://www.cccscentralnj.com)**

**1931  
Nottingham  
Way  
HAMILTON, New  
Jersey 08619-  
3554**

- Financial  
Management/Budget  
Counseling  
- Mortgage  
Delinquency and  
Default Resolution  
Counseling  
- Pre-purchase  
Counseling - English  
- Pre-purchase - Spanish  
Homebuyer  
Education  
Workshops  
- Rental Housing  
Counseling  
- Services for  
Homeless  
Counseling

**MERCER COUNTY  
HISPANIC  
ASSOCIATION**

**Phone: 609-587-8800  
Fax: 609-587-8836  
E-mail: [lrobinson@njmecha.org](mailto:lrobinson@njmecha.org)  
Website: [www.njmecha.org](http://www.njmecha.org)**

**18 East 6th Ave.  
Satellite Office:  
821 S. Broad St.  
Trenton, NJ  
08611  
HAMILTON, New  
Jersey 08619-  
3225**

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Fax: 973-485-7555

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**Appendix F**

**Program Descriptions for Single Family Owner-Occupied Homes**



**Lawrence Township Home Improvement Program – Owner-Occupied Single Family  
Program Description**

**I. Am I Eligible?**

Lawrence Township has established a home improvement program to provide funds to eligible low and moderate income homeowners residing in the municipality. The program is also available for single family homes in which the owner occupies the dwelling. To be eligible for the program, your family must meet the following eligibility requirements:

1. You must be a resident of Lawrence Township.
2. You must own the property in fee simple that is to be improved.
3. The home must be permanently fixed upon a foundation.
4. The gross annual income of all persons residing in your household must not exceed the Income Eligibility Limits outlined below:

	<u>2017 Limit</u>
1 person household	\$52,817
2 person household	\$60,363
3 person household	\$67,908
4 person household	\$75,454
5 person household	\$81,490
6 person household	\$87,526
7 person household	\$93,562
8 person or more household	\$99,959

These limits will be adjusted annually in accordance with the procedures in the Township's Affordable Housing Ordinance.

5. Mobile homes are ineligible for assistance.
6. Local quarterly property taxes and mortgage payments must be current.
7. If you have previously received assistance through the Mercer County Housing Rehabilitation Program, you are not eligible to receive further assistance.

**II. What Program Is Available?**

Lawrence Township offers a forgivable loan up to \$20,000 per unit to eligible homeowners. A rental unit is only eligible if the renters are low income and the rent is limited to the maximum limits set by the State of New Jersey for the 10 year terms of the lien. This means that any homeowner who participates in the program will be required to execute a Mortgage and Mortgage Note which will place a conditional lien on the home for ten years. If you remain in the home for ten (10) years, the loan is forgiven and the lien is removed from your property. If the title is transferred before then, repayment of the loan will be pro-rated depending on the number of years the loan has been in use. The table below describes the terms of repayment:

**Lawrence Township Home Improvement Program – Owner-Occupied Single Family  
Program Description**

**Repayment Amounts Owed If Loan Is Terminated**

<b>Years Loan Was Active</b>	<b>Percentage Owed</b>
0-5 years:	Full amount
6 years:	80%
7 years:	65%
8 years:	50%
9 years:	25%
10 years:	0%

Should you decide to sell your property, transfer title, or rent it to someone for any reason, or if you should pass away before the terms of the lien have expired, you or your heirs, executors, or representatives must notify the Lawrence Township Department of Planning because you would be obligated to repay the loan. In this case, loan repayment must occur, with no interest, within thirty (30) days.

**III. What Would I Be Able To Get Fixed On My Residence?**

**Eligible Home Improvements**

**Major Code Violations Repairs/Replacements**

Structural Improvements and Damage

Roof

Heating System (includes Hot Water Heater)

Central Air Conditioning

Plumbing System (includes sanitary and water connections; soil pipe)

Electric System

Weatherization (to reduce energy consumption)

Barrier Free Access Improvements (documentation required)

Stove (only when a safety hazard)

**Eligible Home Improvements**

**Minor Repairs**

Painting in conjunction with other minor repairs

Masonry

Gutters and Leaders

Drywall and Flooring

Fixture Replacement

Carpentry

**Ineligible Improvements**

Custom Painting and painting beyond minor repairs

Cosmetic or luxury fixture replacement

Appliances not required by the building code

Land Acquisition

Landscaping

Custom Tile

Swimming Pools

#### **IV. Provisions for Disabled Persons**

If your application for Home Improvement documents that a member(s) of your household is disabled by a permanent medical condition which could be improved by more suitable housing conditions, you may be eligible for home improvements which reasonably accommodate his/her needs. The intent of the program is to increase mobility for the disabled person by relying on low-tech designs and reliable non-mechanical technologies.

#### **ELIGIBLE DISABLED ACCESSIBILITY IMPROVEMENTS**

*Installation of Handrails  
Air Conditioning for Certified Respiratory Ailments  
Exterior Ramp to Enter/Exit Housing Unit  
Retrofit of Appropriate Door Hardware  
Accessible Toilet and Bathing Facilities  
Accommodation of Wheelchair Passage to Form Accessible Route Between  
Interior Rooms Including Adequate Turning Space and Thresholds at Doors*

#### **V. How Does The Program Work?**

Once we have determined that you meet Income Eligibility Limits, you will be scheduled for a Property Inspection which will be conducted by a Housing Inspector. The purpose of the inspection is to detail any health, safety or code violations or weatherization issues that exist on your property.

The administrator will create a Work-Write-Up, Work Specifications, and Cost Estimate for your home, based upon the Property Inspection. We will obtain your approval of the work write-up before it goes out for bid.

We will solicit bids from interested contractors by sending Bid Proposal Packages to at least three contractors on our approved list of contractors. We can also send a bid package to the contractor of your choice if they register with the program.

The lowest priced qualified contractor will be awarded the contract to renovate your home. Should you decide to use a contractor other than the lowest qualified bidder, you will be responsible for the cost difference between the lowest responsible bid and the bid from the contractor of your choice.

If you have any further questions, please call Affordable Housing Administrators (AHA) at 732-892-4292 between the hours of 9:00 a.m. – 4:00 p.m.

**Appendix G**

**Program Description for Two-Family units where the Owner Occupies One of the Units and Rents the Other Unit to a Low Income Household.**

**Lawrence Township Home Improvement Program - Two-Family**  
*Program Description*

**I. Am I Eligible?**

Lawrence Township has established a home improvement program to provide funds to eligible low and moderate income homeowners residing in the municipality. The program is also available for two-family homes in which the owner occupies one of the two units. To be eligible for the program, your family must meet the following eligibility requirements:

1. You must be a resident of Lawrence Township.
2. You must own the property in fee simple that is to be improved.
3. The home must be permanently fixed upon a foundation.
4. The gross annual income of all persons residing in your household must not exceed the Income Eligibility Limits outlined below:

	<u>2017 Limit</u>
1 person household	\$52,817
2 person household	\$60,363
3 person household	\$67,908
4 person household	\$75,454
5 person household	\$81,490
6 person household	\$87,526
7 person household	\$93,562
8 person or more household	\$99,959

These limits will be adjusted annually in accordance with the procedures in the Township's Affordable Housing Ordinance.

5. Mobile homes are ineligible for assistance.
6. Local quarterly property taxes and mortgage payments must be current.
7. If you have previously received assistance through the Mercer County Housing Rehabilitation Program, you are not eligible to receive further assistance.

**II. What Program Is Available?**

Lawrence Township offers a forgivable loan up to \$20,000 per unit to eligible homeowners. A rental unit is only eligible if the renters are low income and the rent is limited to the maximum limits set by the State of New Jersey for the 20 year terms of the lien. This means that any homeowner who participates in the program will be required to execute a Mortgage and Mortgage Note which will place a conditional lien on the home for twenty years. The owner must also execute a deed restriction that limits the occupancy of the rental unit to low or moderate income households at affordable rents set by the State. If you remain in the home for twenty (20) years, the loan is forgiven and the lien is removed from your property. If the title is transferred before then, repayment of the loan will be pro-rated depending on the number of years the loan has been in use. The table below describes the terms of repayment:

**Lawrence Township Home Improvement Program - Two-Family  
Program Description**

**Repayment Amounts Owed If Loan Is Terminated**

<b>Years Loan Was Active</b>	<b>Percentage Owed</b>
0-10 years:	Full amount
15 years:	80%
16 years:	65%
17 years:	50%
18-19 years:	25%
20 years:	0%

Should you decide to sell your property, transfer title, or rent it to someone for any reason, or if you should pass away before the terms of the lien have expired, you or your heirs, executors, or representatives must notify the Lawrence Township Department of Planning because you would be obligated to repay the loan. In this case, loan repayment must occur, with no interest, within thirty (30) days.

**III. INCOME ELIGIBILITY LIMITS FOR RENTERS**

	<u>2017 Limit</u>
1 person household	\$52,817
2 person household	\$60,363
3 person household	\$67,908
4 person household	\$75,454
5 person household	\$81,490
6 person household	\$87,526
7 person household	\$93,562
8 person or more household	\$99,959

These limits will be adjusted annually in accordance with the procedures in the Township's Affordable Housing Ordinance.

**III. What Would I Be Able To Get Fixed On My Residence?**

**Eligible Home Improvements**

**Major Code Violations Repairs/Replacements**

Structural Improvements and Damage

Roof

Heating System (includes Hot Water Heater)

Central Air Conditioning

Plumbing System (includes sanitary and water connections; soil pipe)

Electric System

Weatherization (to reduce energy consumption)

Barrier Free Access Improvements (documentation required)

Stove (only when a safety hazard)

## **ELIGIBLE HOME IMPROVEMENTS: MINOR REPAIRS**

**Minor Painting  
Masonry  
Gutters and Leaders  
Drywall and Flooring  
Fixtures  
Carpentry**

## **INELIGIBLE HOME IMPROVEMENTS**

**Custom Painting  
Cosmetic or Luxury Fixtures  
Purchase of Appliances Not Required by Local Code  
Acquisition of Land  
Landscaping  
Custom Tile  
Swimming Pools**

### **IV. Provisions for Disabled Persons**

If your application for Home Improvement documents that a member(s) of your household is disabled by a permanent medical condition which could be improved by more suitable housing conditions, you may be eligible for home improvements which reasonably accommodate his/her needs. The intent of the program is to increase mobility for the disabled person by relying on low-tech designs and reliable non-mechanical technologies.

### **ELIGIBLE DISABLED ACCESSIBILITY IMPROVEMENTS**

*Installation of Handrails  
Air Conditioning for Certified Respiratory Allments  
Exterior Ramp to Enter/Exit Housing Unit  
Retrofit of Appropriate Door Hardware  
Accessible Toilet and Bathing Facilities  
Accommodation of Wheelchair Passage to Form Accessible Route Between  
Interior Rooms Including Adequate Turning Space and Thresholds at Doors*

### **V. How Does The Program Work?**

Once we have determined that you meet Income Eligibility Limits, you will be scheduled for a Property Inspection which will be conducted by a Housing Inspector. The purpose of the inspection is to detail any health, safety or code violations or weatherization issues that exist on your property.

The administrator will create a Work-Write-Up, Work Specifications, and Cost Estimate for your home, based upon the Property Inspection. We will obtain your approval of the work write-up before it goes out for bid.

We will solicit bids from interested contractors by sending Bid Proposal Packages to at least three contractors on our approved list of contractors. We can also send a bid package to the contractor of your choice if they register with the program.

The lowest priced qualified contractor will be awarded the contract to renovate your home. Should you decide to use a contractor other than the lowest qualified bidder, you will be responsible for the cost difference between the lowest responsible bid and the bid from the contractor of your choice.

If you have any further questions, please call Affordable Housing Administrators (AHA) at 732-892-4292 between the hours of 9:00 a.m. – 4:00 p.m.

**Appendix H**

**NJ Departmentt of Affairs Income Limits  
Region 4**



## 2017 Income Limits for Region 4, Mercer Monmouth and Ocean Counties

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household	7 Person Household	8+ Person Household
Median	\$66,022	\$75,454	\$84,885	\$94,317	\$101,862	\$109,408	\$116,953	\$124,498
Moderate	\$52,817	\$60,363	\$67,908	\$75,454	\$81,490	\$87,526	\$93,562	\$99,959
Low	\$33,011	\$37,727	\$42,443	\$47,158	\$50,931	\$54,704	\$58,476	\$62,249
Very Low	\$19,807	\$22,636	\$25,466	\$28,295	\$30,559	\$32,822	\$35,086	\$37,349

Source: AHPNJ and FSHC, August 2017

### Maximum Increase in Rent = 1.7%

Note on Rent: This figure is used for 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 is 1.7% (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015 or 2016 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

### Maximum Increase in Sales Price = 1.53%

Note on Sales Price Increase: This figure is used for calculating the pricing for resale increases for units as per *N.J.A.C. 5:97-9.3*. As per *N.J.A.C. 5:97-9.3(b)*, 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.

### Regional Asset Limit = \$177,413

Regional Asset Note: 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*.

Income Limit Note: Since the Regional 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. 5:97-9.2(c)*.

These limits will be adjusted annually in accordance with the procedures in Lawrence Township's Affordable Housing Ordinance.

## Appendix H

### Apartment and Townhouse Zoning District



# APPENDIX H

State of New Jersey  
Township of Lawrence

Ordinance No. \_\_\_\_\_-18

**ORDINANCE AMENDING THE  
LAND USE ORDINANCE  
OF THE TOWNSHIP OF LAWRENCE  
TO REVISE SECTION 409, THE APARTMENT AND  
TOWNHOUSE DISTRICT**

**WHEREAS**, the Township Council of the Township of Lawrence (“Township Council”), a municipal corporation in the County of Mercer, State of New Jersey, finds that the public health, safety, morals, and general welfare of the community shall be promoted by the revision and amendment of the Land Use Ordinance of the Township to implement the Housing Element and Fair Share Plan of the municipality; and

**WHEREAS**, these amendments to the Land Use Ordinance are necessitated by the entry of an Order on Fairness and Preliminary Compliance Hearing dated July 5, 2017 by the Hon. Mary Jacobson, A.S.J.C. finding that the Township’s summary outline to meet its affordable housing obligation was fair to the citizens of Lawrence Township, the housing region and the State of New Jersey as a whole and approving settlement agreements with an interested party and an intervenor; and

**WHEREAS**, the Planning Board of the Township of Lawrence has adopted a Master Plan that comprehensively provides a foundation for the appropriate use, regulation and development of lands for affordable housing in the Township in a manner which will promote the public health, safety, morals, and general welfare; and

**WHEREAS**, the Municipal Land Use Law at *N.J.S.A. 40:55D-62a* requires substantial consistency of the provisions regulating zoning and land use with the adopted Master Plan; and

**WHEREAS**, the Planning Board has determined that the revisions and amendments to the Land Use Ordinance set forth herein are consistent with the goals and objectives of the Master Plan and more specifically the Housing Element to complete the necessary steps to obtain a Judgment of Repose from the Court and therefore favorably recommends to the Township Council that Section 409 of the LUO be so amended.

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Council of the Township of Lawrence that the Land Use Ordinance be hereby amended as follows:

## APPENDIX H

**Section 1.** §409, Apartment and Townhouse (AT) District, shall be amended in its entirety as follows:

### § 409 Apartment and Townhouse (AT) Residential District.

- A. Purpose. The Apartment and Townhouse (AT) residential zone is intended to provide for dwellings in a garden apartment, multi-story or townhouse configuration at moderate multi-family densities. The AT district may be designated either as a base zoning district or as an overlay district in selected areas on the Zoning Map. When used as an overlay district, it is intended that the development adhere to the specific density and other regulations for each type of overlay district as identified on the Zoning Map.
- B. Permitted Uses. In the Apartment and Townhouse zone, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
1. Apartments.
  2. Townhouses.
  3. Common open space.
  4. Conservation.
  5. Municipal use.
- C. Accessory Uses Permitted. Any of the following uses may be permitted when used in conjunction with a principal use and conforming to the applicable subsection in §428:
1. Home occupation.
  2. Community center for the common use of residents.
  3. Community swimming pool for the common use of residents.
  4. Private residential tool shed on fee simple lots, only, not exceeding 108 square feet.
  5. Outdoor recreational facilities, including tennis or other court sports.
  6. Off-street parking and private garages.
  7. Decks and above ground private swimming pools for fee simple townhouses.
  8. Fences, walls, gazebos, mail kiosks and other street furniture.
  9. Signs.
  10. Satellite dish and television antennae.
  11. Maintenance building.
  12. Accessory uses customarily incidental to a principal use.
- D. Conditional Uses Permitted. The following uses may be permitted when authorized as a conditional use by the Planning Board in accordance with §429 and §705:
1. Uses permitted in the NC-1 district and the following conditions:
    - a. The site is located on Lawrenceville-Pennington Road.
    - b. Minimum lot size: 30,000 sf.
    - c. Minimum lot frontage: 150 feet

## APPENDIX H

- b. Minimum front yard: 50 feet
  - c. Minimum side yard: 25 feet
  - d. Minimum rear yard: 50 feet
  - e. Maximum floor area ratio:
    - (1) Non-residential use: .10
    - (2) Residential use: .20
    - (3) Mixed use: .20 provided no more than .10 is a non-residential use
  - f. Maximum impervious surface ratio:
    - (1) Non-residential use: .65
    - (2) Residential use: .35
    - (3) Mixed use: .75
2. Age-restricted development pursuant to the SCR district regulations and the following condition:
- a. The age-restricted development shall be located west of Princeton Pike and south of Franklin Corner Road/Bakers Basin Road/Lawrence Station Road.
- E. Required Use. A minimum of 20% of all units in an Apartment and Townhouse development, excepting conditional uses, shall be affordable to households of low and moderate income pursuant to Article X of this Ordinance.
- F. General District Regulations. In the Apartment and Townhouse district, the following general regulations shall apply:
- 1. Minimum gross acreage of tract: 10 acres
  - 2. Minimum buildable land area of tract: 7 acres
  - 3. Maximum gross density:
    - a. Not in an overlay district: 10 units per acre
    - b. In an AT-1 Overlay district: 8 units per acre
    - c. In an AT-2 Overlay district: 10 units per acre
    - d. In an AT-3 Overlay district: 15 units per acre
  - 4. Minimum open space: 30% of total tract area
  - 5. Minimum tract frontage on a public or private right-of-way: 300 feet
  - 6. Building setback from tract perimeter: 50 feet from any tract boundary
  - 7. Parking area or internal driveway or street setback (excluding entrances and exits) from tract perimeter: 25 feet
  - 8. Maximum number of dwelling units in one building:
    - a. Building with all townhouses: 8 units
    - b. Building with all apartments: 24 units
    - (1) On

## APPENDIX H

- |   |          |
|---|----------|
| tracts of at least 30 acres:                          | 80 units |
| (2)   | On       |
| tracts with a density greater than 12 units per acre: | 48 units |
| c. Building with both dwelling types:                 | 16 units |
9. Minimum distance between buildings:
- |   |         |
|---|---------|
| a. From the front or back of any building to any other building:  | 50 feet |
| b. From the side of any building to any other building:   | 30 feet |
| c. From any common parking area to a building:  | 15 feet |
| d. The Planning or Zoning Board, after due consideration of plans, testimony, or other evidence, may waive strict compliance with this subsection to further the architectural relationship of building groups. |         |
10. Maximum building height: 38 feet or 3 stories, whichever is less, except that on tracts more than 30 acres in area or more than 12 units per acre, the height may be increased to 55 feet or 4 stories, whichever is less
11. Maximum building length through the long axis: 240 feet
12. Any development incorporating both apartments and townhouses shall be limited to a total of 80% of either type of unit.
13. Each townhouse or ground floor apartment unit shall have a private rear yard of 200 square feet minimum for the occupants' exclusive use or an active and/or passive recreation area equal to 200 square feet per unit available to all tenants or owners.
14. Public water and sewer. All such development shall be served by public water and public sanitary sewer.
- G. Area, Yard, Height and Building Coverage. Except as otherwise modified, the following bulk standards shall apply to all buildings:
1. Townhouses with fee simple lots:
- |  |   |
|--|---|
| a. Minimum lot area:                               | 1,200 sf.   |
| b. Minimum lot frontage:                           | 20 feet (per unit)  |
| c. Minimum lot width:                              | 20 feet (per unit)  |
| d. Minimum front yard:                             |   |
| (1) 30 feet for units with garages or driveways;   |   |
| (2) 15 feet for units without garages or driveways |   |
| e. Minimum side yard:                              | 0 feet if adjoining another unit,<br>15 feet if an outside wall |
| f. Minimum rear yard:                              |   |
| (1) 20 feet  |   |
| (2) 5 feet for a rear entry garage from an alley.  |   |
2. Additional townhouse requirements:

## APPENDIX H

- a. Minimum unit width: 20 feet
  - b. A minimum of 300 square feet of storage shall be provided for each unit in the basement, attic or other area attached to unit for storage of garbage, recyclables in the front of the unit, bicycles, garden equipment, or other common household items.
3. Apartments.
- a. The minimum size for each apartment shall be 550 square feet.
  - b. Each unit above the ground floor shall have a balcony or terrace of at least 50 square feet in area unless common open space for all units is provided as indicated in –F.13, hereinabove.
  - c. A minimum of 100 square feet of storage shall be provided for each unit, including interior and/or exterior storage for garbage and recyclables in the front of the unit, and bicycles, garden equipment, and other common household items in an appropriate location. This minimum floor area for storage may be reduced to no more than 75 square feet in the event that each building has an internal garbage and recyclable collection area or readily accessible exterior garbage and trash collection point.
4. Accessory Structures.
- a. Accessory structures for individual units shall not be permitted in any front yard area. Such structures shall not be located closer than 5 feet to a property line.
  - b. Community centers and recreational buildings shall conform to the general district requirements in this section.
  - c. Common garages or carports providing shelter for the motor vehicles of residents shall conform to the setback requirements for parking areas in this section, except that no such accessory building or structure is located in a front yard.

**Section 2.** Continuation. In all other respects, the Land Use Ordinance of the Township of Lawrence shall remain unchanged.

**Section 3.** Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Land Use Ordinance as a whole, or any other part thereof.

**Section 4.** Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

**Section 5.** Enactment. This Ordinance shall take effect upon the filing thereof with the Mercer County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Lawrence in the manner prescribed by law.

[Add signature lines and standard certification language]





# Appendix I

## Regional Commercial Zoning District



# APPENDIX I

State of New Jersey  
Township of Lawrence

\_\_\_/\_\_\_/17 Introduction

Ordinance No. \_\_\_\_\_-17  
**ORDINANCE AMENDING THE  
LAND USE ORDINANCE  
OF THE TOWNSHIP OF LAWRENCE  
TO REVISE SECTION 421, THE  
REGIONAL COMMERCIAL DISTRICT**

**WHEREAS**, the Township Council of the Township of Lawrence, a municipal corporation in the County of Mercer, State of New Jersey, finds that the public health, safety, morals, and general welfare of the community shall be promoted by the revision and amendment of the Land Use Ordinance of the Township pertaining to Section 421 entitled Regional Commercial District; and

**WHEREAS**, these amendments to the Land Use Ordinance are necessitated by the entry of an Order on Fairness and Preliminary Compliance Hearing dated July 5, 2017 by the Hon. Mary Jacobson, A.S.J.C. finding that the Township's summary outline to meet its affordable housing obligation was fair to the citizens of Lawrence Township, the housing region and the State of New Jersey as a whole and approving settlement agreements with an interested party and an intervenor; and

**WHEREAS**, the Planning Board of the Township of Lawrence has adopted a Housing Element and Fair Share Plan that comprehensively provides for the appropriate use, regulation and development of affordable housing in the Township in a manner which will promote the public health, safety, morals, and general welfare; and

**WHEREAS**, the Housing Element specifically identifies the Quaker Bridge Mall as an area suitable for the development of multi-family housing, including affordable multi-family housing, as the commercial center evolves to become a mixed-use development; and

**WHEREAS**, the Planning Board has determined that the revisions and amendments to the Land Use Ordinance are consistent with the Housing Element in the Master Plan of Lawrence Township, represent sound land use regulation and therefore favorably recommends to the Township Council that the regulations pertaining to Section 421 be so amended; and

**WHEREAS**, this Ordinance also implements an Order on Fairness and Preliminary Compliance issued by the Hon. Mary C. Jacobson, A.J.S.C., dated July 5, 2017.

## APPENDIX I

**NOW, THEREFORE, BE IT ORDAINED**, by the Township Council of the Township of Lawrence that the Land Use Ordinance be hereby amended as follows:

**Section 1.** §421, Regional Commercial (RC) District, shall be revised to amend Sub-sections -D, -E and -F, to read as follows [underlined text, aside from headers, is added]:

- D. Conditional Uses Permitted. The following use may be permitted when authorized as a conditional use by the Planning Board in accordance with §705:
1. Hotels conforming to the following conditions:
    - a. Each unit of accommodation shall contain a minimum floor area of 250 square feet. Ceilings shall be a minimum of 8 feet in height.
    - b. There shall be a residency limitation on all guests of 30 days' maximum. The residency limitation shall not apply to an employee living on the premises.
    - c. Restaurants and nightclubs shall be permitted as an accessory use within the hotel.
    - d. Barber shops and hair salons, gift shops, newspaper stands, smoking shops, spa, health club and similar uses shall be permitted as accessory uses.
  2. Extended Stay Lodging Facilities conforming to the following conditions:
    - a. Accessory uses shall be permitted as follows:
      - (1) Exercise facilities, spa, and health club.
      - (2) Business services, such as access to fax, copier, personalized voice mail, meeting rooms and computers and Internet access, etc.
      - (3) Limited recreation facilities, such as a swimming pool, jogging trails and child play areas.
    - b. Each unit of accommodation shall contain a minimum floor area of 325 square feet. Ceilings shall be a minimum of 8 feet in height.
    - c. All access to individual units shall be from interior hallways.
    - d. Off street parking shall be provided based on a minimum of one parking space for each guest unit, inclusive of units occupied by resident employees.
  3. Apartment dwellings conforming to the following conditions:
    - a. Affordable housing conforming to Article X shall be required.
    - b. The use shall be located on one or more of the parcels that comprise the Quaker Bridge Mall.
    - c. The use shall be on a lot of at least 10 acres but no more than 20 acres of land.
    - d. The total number of dwelling units shall not exceed 350 units.
- E. General District Regulations. The following general district requirements shall apply:
1. Minimum tract requirements: 40 acres

## APPENDIX I

2. Minimum tract frontage: 600 feet on U.S. Route 1
3. Minimum tract width: 1,000 feet
4. Minimum tract depth 1,000 feet
5. Minimum building setback from tract perimeter: 75 feet for regional shopping mall structure, including any multi-level parking structure; 25 feet for single story, free-standing buildings; 50 feet for any predominantly residential building.
6. Maximum floor area ratio: .50
7. Maximum impervious surface ratio: .85

F. Area, Yard, and Height. Except as otherwise modified, the following bulk standards shall apply to all lots:

1. Principal building.
  - a. Minimum lot area: 10 acres
  - b. Minimum lot width: 400 feet
  - c. Minimum lot depth: 400 feet
  - d. Maximum building height, non-residential building: 60 feet and 4 stories, whichever is less
  - e. Maximum building height, predominantly residential building:
    - (1) With residential floors over non-residential use: 80 feet and 4 residential stories, whichever is less
    - (2) With residential floors over parking 75 feet and 4 residential stories, whichever is less
2. Accessory building.
  - a. Minimum distance to other building: 25 feet except for structured parking facilities where no setback is required.
  - b. Maximum height: 30 feet, except for structured parking facilities where no setback is required.
  - c. Minimum setback from a streetline: 50 feet from a public street; 15 feet from a private street
3. Surface parking area setback.
  - a. From a street line: 50 feet from a public street (also subject to-G7 below); 10 feet from a private street where no sidewalk is specified; 15 feet from a private street

## APPENDIX I

- b. From a building: where a sidewalk is specified  
25 feet from a regional shopping mall;  
15 feet from a free-standing building

**Section 2.** Continuation. In all other respects, the Land Use Ordinance of the Township of Lawrence shall remain unchanged.

**Section 3.** Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Land Use Ordinance as a whole, or any other part thereof.

**Section 4.** Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

**Section 5.** Enactment. This Ordinance shall take effect upon the filing thereof with the Mercer County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Lawrence in the manner prescribed by law.

[Add signature lines and standard certification language]

## Appendix J

### Dwellings with Extended Affordability Controls







## APPENDIX J

### Lawrence Township Third Round Extensions of Controls

Block	Lot	Address	Original Control Date	Original Expiration Date	Date of Control Extension	Most Recent Sale Amount	Bedrooms Low or Moderate	Years Extended	Date of New Control Expiration
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April 25, 2018

#### LAWRENCE SQUARE VILLAGE I

1	4104	1 (C039)	8	Alburtus Court	10/23/1987	10/23/2017	7/28/2014	\$80,670	2 BR L	30	7/28/2044
2	4104	1 (C024)	19	Alburtus Court	6/25/1987	6/25/2017	8/31/2009	\$102,582	2 BR M	30	8/30/2039
3	4104	1 (C037)	24	Alburtus Court	6/16/1987	6/16/2017	10/29/2008	\$84,400	2 BR M	30	10/28/2038
4	4104	1 (C044)	38	Chamberlin Court	8/11/1987	8/11/2017	11/20/2009	\$97,000	2 BR M	30	11/19/2039
5	4104	1 (C061)	44	Chamberlin Court	10/23/1987	10/23/2017	3/30/2014	\$85,000	2 BR M	30	3/30/2044
6	4104	1 (C042)	45	Chamberlin Court	2/3/1988	2/3/2018	5/8/2009	\$74,381	2 BR L	30	5/7/2039
7	4104	1 (C048)	47	Chamberlin Court	12/31/1987	12/31/2017	6/27/2014	\$92,175	2 BR M	30	6/27/2044
8	4104	1 (C109)	44	Feiler Court	2/9/1988	2/9/2018	1/30/2013	\$90,000	2 BR M	30	1/30/2043
9	4104	1 (C160)	1	Gilpin Court	9/18/1987	9/18/2017	4/30/2012	\$89,891	2 BR M	30	4/30/2042
10	4104	1 (C136)	29	Gilpin Court	5/26/1987	5/26/2017	9/26/2014	\$85,000	2 BR M	30	9/16/2044
11	4104	1 (C152)	34	Gilpin Court	3/16/1988	3/16/2018	5/16/2011	\$128,875	2 BR M	30	5/15/2041
12	4104	1 (C158)	36	Gilpin Court	1/14/1988	1/14/2018	1/30/2014	\$87,773	2 BR L	30	1/30/2044
13	4104	1 (C151)	42	Gilpin Court	11/30/1987	11/30/2017	1/29/2008	\$80,085	2 BR L	30	1/28/2038
14	4104	1 (C231)	32	Joyner Court	12/17/1987	12/17/2017	10/25/2013	\$85,000	2 BR L	30	10/25/2043
15	4104	1 (C230)	40	Joyner Court	10/22/1987	10/22/2017	9/24/2009	\$64,178	2 BR L	30	9/23/2039
16	4104	1 (C185)	61	Joyner Court	10/19/1987	10/19/2017	1/21/2011	\$77,039	2 BR L	30	1/20/2041
17	4104	1 (C205)	68	Joyner Court	10/28/1987	10/28/2017	2/3/2011	\$99,500	2 BR M	30	2/2/2041

#### LAWRENCE SQUARE VILLAGE II

18	4104	15 (C350)	6	Mendrey Court	12/30/1987	12/30/2017	4/30/2015	\$105,100	3 BR M	30	4/30/2045
19	4104	15 (C396)	23	Poillon Court	12/3/1988	12/3/2018	7/2/2010	\$100,117	3 BR L	30	7/1/2040
20	4104	15 (C352)	25	Poillon Court	12/10/1987	12/10/2017	7/31/2015	\$102,500	3 BR M	30	7/15/2045
21	4104	15 (C363)	28	Poillon Court	2/19/1988	2/19/2018	7/10/2009	\$104,000	3 BR M	30	7/10/2039
22	4104	15 (C353)	29	Poillon Court	2/19/1988	2/19/2018	3/26/2008	\$130,174	3 BR M	30	3/25/2038
23	4104	15 (C356)	30	Poillon Court	11/2/1988	11/2/2018	3/30/2012	\$101,000	3 BR M	30	3/30/2042
24	4104	15 (C354)	33	Poillon Court	2/29/1988	2/29/2018	1/24/2012	\$94,500	3 BR L	30	12/17/2042

## APPENDIX J

### Lawrence Township Third Round Extensions of Controls

Block	Lot	Address	Original Control Date	Original Expiration Date	Date of Control Extension	Most Recent Sale Amount	Bedrooms Low or Moderate	Years Extended	Date of New Control Expiration
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April 25, 2018

#### LAWRENCE SQUARE VILLAGE II (Continued)

25	4104	15 (C360)	35 Poillon Court	11/23/1987	11/23/2017	2/22/2012	\$102,000	3 BR L	30	2/22/2042
26	4104	15 (C364)	37 Poillon Court	12/28/1987	12/28/2017	5/14/2010	\$108,000	3 BR M	30	5/13/2040
27	4104	15 (C490)	7 Scherer Court	9/25/1987	9/25/2017	9/27/2012	\$89,531	2 BR L	30	9/27/2042
28	4104	15 (C493)	8 Scherer Court	2/25/1988	2/25/2018	6/11/2012	\$105,100	3 BR M	30	6/11/2042
29	4104	15 (C473)	9 Scherer Court	8/6/1987	8/6/2017	7/31/2009	\$112,182	3 BR M	30	7/30/2039
30	4104	15 (C476)	10 Scherer Court	12/29/1987	12/29/2017	8/19/2011	\$100,044	2 BR M	30	8/19/2041
31	4104	15 (C479)	11 Scherer Court	10/14/1987	10/14/2017	7/16/2013	\$83,110	2 BR L	30	7/16/2043
32	4104	15 (C472)	17 Scherer Court	8/7/1987	8/7/2017	3/15/2010	\$96,732	3 BR L	30	3/14/2040
33	4104	15 (C475)	18 Scherer Court	8/4/1987	8/4/2017	2/26/2010	\$74,284	2 BR L	30	2/25/2040
34	4104	15 (C495)	24 Scherer Court	9/28/1987	9/28/2017	9/28/2012	\$96,000	3 BR L	30	9/28/2043
35	4104	15 (C514)	39 Voscek Court	9/18/1987	9/18/2017	12/22/2011	\$78,146	2 BR L	30	12/22/2041
36	4104	15(C504)	42 Voscek Court	8/12/1987	8/12/2017	1/30/2009	\$71,605	2 BR L	30	1/29/2039
37	4104	15 (C496)	57 Voscek Court	9/28/1987	9/28/2017	12/10/2013	\$90,000	3 BR L	30	12/10/2043

#### TIFFANY WOODS

38	201	59	20 J. Russel Smith Rd	9/14/1989	9/14/2019	1/14/2014	\$105,000	3 BR M	30	1/14/2044
39	201	65	32 J. Russel Smith Rd	6/15/1989	6/15/2019	1/11/2011	\$130,000	3 BR M	30	1/10/2041
40	201	67	36 J. Russel Smith Rd	6/27/1989	6/27/2019	1/24/2012	\$105,523	3 BR L	30	1/24/2038

#### STONERISE

41	6301	76 (C2979)	40 Gordon Ave. #3	12/24/1991	12/24/2021	6/25/2010	\$83,000	2 BR M	30	6/24/2040
42	6301	78 (C3076)	44 Gordon Ave. #4	7/2/1990	7/2/2020	8/10/2015	\$97,500	2 BR M	30	8/10/2045

## Appendix K

### Sample Agreement and Deed Restriction for Affordability Controls



TOWNSHIP OF LAWRENCE  
EXTENSION OF EXPIRING CONTROLS AGREEMENT

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_, whose address \_\_\_\_\_, Lawrenceville, NJ 08648 (“Owner”), and the Township of Lawrence, whose principal offices are located at 2207 Lawrence Road, Lawrenceville, New Jersey 08648 (“Township”).

WHEREAS, the Owner owns property located at \_\_\_\_\_, Lawrenceville, NJ 08648 described more specifically as Block No. \_\_\_\_\_, Lot No. \_\_\_\_\_ on the Lawrence Township Tax Map, and located in the \_\_\_\_\_ development ("Property"); and

WHEREAS, the Property is governed by the statutes, ordinances, rules and regulations restricting ownership and use of the Property as an Affordable Housing unit (“Affordable Housing Restrictions”) which, among other restrictions, restricts the Owner in financing the Property or otherwise encumbering the Property by way of mortgage, home equity loan, or other forms of financing; and

WHEREAS, the Township is willing to pay Owner in the amount of \$\_\_\_\_\_ for an extension of the Affordable Housing Restrictions applicable to the Property for at least thirty (30) years from the original expiration date of such Restrictions, and set forth more fully below; and

WHEREAS, the parties wish to memorialize the agreement between them by way of this Extension of Expiring Controls Agreement ("Agreement");

NOW THEREFORE IT IS AGREED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the parties as follows:

1. Owner acknowledges that he/she is aware, and herein reaffirms his/her understanding, that the Property is, and will continue to be, governed by the Affordable Housing Restrictions because it is an Affordable Housing unit under the control of the Township.
2. Owner understands at the time of purchase that restrictions were placed on the Property, which state, in pertinent part, that he/she cannot make application for any second money mortgages or refinance any first money mortgages as it may apply to the Affordable Housing unit in excess of the maximum restricted mortgage amount and not until prior written approval has been obtained from the Township’s Administrative Agent, and that such restrictions will continue for at least another thirty (30) years.
3. Owner acknowledges and agrees that to sign a Deed To Extend Expiring Affordable Housing Restrictions that will recorded with the Office of the Mercer County Clerk. This Deed provides, in part, “Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Township of Lawrence shall have all

remedies provided at law or equity, including, but not limited to, forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided in the UHAC regulations (as set forth in N.J.A.C. 5:80-26.1, et seq.), and specific performance.”

4. Owner acknowledges that the Township, pursuant to its Affordable Housing regulations, has the right to foreclose on the Property as a result of any violation of this Agreement and/or the deed restrictions pertaining to the Property by the Owner and, if successful, the Township shall retain all equity in the Property.
5. The Township pay Owner in the amount of \$\_\_\_\_\_ for an extension of at least thirty (30) years of the Affordable Housing Restrictions from the original expiration date of such Restrictions.
6. This Agreement shall be construed in accordance with the laws of the State of New Jersey.
7. This Agreement constitutes the entire Agreement between the parties. No amendments or modifications to this Agreement shall have any force or effect unless in writing and executed by both parties.
8. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof.
9. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, heirs, executors, administrators, successors and assigns.
10. All notices shall be provided to the parties in writing at the addresses provided above and delivered by certified mail, overnight mail or hand delivery.

**IN WITNESS WHEREOF** the parties hereto have signed and executed this agreement as of the date indicated above.

**Attest:**

**Township of Lawrence**

\_\_\_\_\_  
, Clerk

\_\_\_\_\_  
, Mayor

**Owner/Applicant**

\_\_\_\_\_

STATE OF NEW JERSEY:

SS

COUNTY OF \_\_\_\_\_ :

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his/her own act.

Signed and sworn to before me

On \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
A Notary Public/Attorney of the State of New Jersey

STATE OF NEW JERSEY:

SS

COUNTY OF \_\_\_\_\_ :

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he/she is the Township Clerk of the Township of Lawrence, the municipal corporation named in this document;
- (b) he/she is the attesting witness to the signing of this document by \_\_\_\_\_, Mayor of the Township of Lawrence;
- (c) this document was signed and delivered by the Township of Lawrence as its voluntary act duly authorized by a proper resolution of the Township Council;
- (d) he/she knows the proper seal of the Township of Lawrence which was affixed to this document; and
- (e) he/she signed this proof to attest to the truth of these facts.

Signed and sworn to before me

On \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
A Notary Public/Attorney of the State of New Jersey





After Recording Return To:  
Eckert Seamans Cherin & Mellott  
David M. Roskos, Esq.  
P.O. Box 5404  
Princeton, NJ 08543

This Instrument was Prepared By:  
David M. Roskos, Esq.

## **Deed To Extend Expiring Affordable Housing Restrictions** With Covenants Restricting Conveyance and Mortgage Debt

**THIS DEED** is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_(Grantor), and

The Township of Lawrence, a municipal corporation of the State of New Jersey, having its principal office located at 2207 Lawrence Road, Lawrenceville, New Jersey 08648 (Grantee).

### **Article 1. Consideration and Conveyance**

In return for payment to the Grantor by the Grantee of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00), the receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants and conveys to the Grantee at least a thirty (30) year extension of the original Affordable Housing rules, regulations and restrictions applicable to the property, as they may have been amended over time and may continue to be amended, the property being specifically described in Article 2 hereof (the "Property").

### **Article 2. Description of Property**

The Property consists of all of the land, and improvements thereon, which is located in the Township of Lawrence, County of Mercer, State of New Jersey, and described more specifically as Block No.\_\_\_\_\_, Lot No.\_\_\_\_\_, and known by the street address:

\_\_\_\_\_  
\_\_\_\_\_.

### **Article 3. Grantor's Covenant**

The Grantor hereby covenants and affirms that Grantor is the sole owner of the Property and has taken no action to encumber the Property.

### **Article 4. Priority**

Priority of this Deed extends back to the original grant and shall not be subordinate to any mortgage or lien which has arisen since that time.

### **Article 5. Affordable Housing Covenants**

Sale and use of the Property is governed by various Affordable Housing rules, regulations and restrictions, including, but not limited to, (i) the Master Deed and Declaration of Restrictive

Covenants for the development known as \_\_\_\_\_, dated \_\_\_\_\_, 19\_\_\_\_, and recorded with the Office of the Mercer County Clerk on \_\_\_\_\_, 19\_\_\_\_; (ii) the Affordable Housing Plan filed by the original developer with the Township of Lawrence; (iii) the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, et seq.)(“UHAC Regulations”); and (iv) the Township of Lawrence’s Affordable Housing Ordinance(s), which are set forth in Article 10 of the Township’s Land Use Ordinance, as may be amended from time to time.

Consistent with these Affordable Housing rules, regulations and restrictions, the following covenants (the “Covenants”) shall continue to run with the land, and/or are now hereby placed upon the land, for the period of time commencing on the date hereof and terminating on or about \_\_\_\_\_, 20\_\_\_\_ (the “Control Period”), which shall be **at least thirty (30) years** from the original expiration date of such Covenants, unless otherwise extended by law.

**Please Note:** In accordance with N.J.A.C. 5:80-26.5, this restricted unit shall remain subject to the requirements of N.J.A.C. 5:80-26.5, and all other Applicable Housing rules, regulations and restrictions, until the Township of Lawrence elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of **at least thirty (30) years** from the original expiration date of such rules, regulations and restrictions:

- A. The Property may be conveyed only to a household who has been approved in advance and in writing by the Administrative Agent of the Township of Lawrence.
- B. No sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent, and no sale shall be for a consideration greater than maximum permitted price (“Maximum Resale Price”, or “MRP”) as determined by the Administrative Agent.
- C. No refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt (collectively, “Debt”) secured by the Property, may be incurred except as approved in advance and in writing by the Administrative Agent. At no time shall the Administrative Agent approve any such Debt, if incurring the Debt would make the total of all such Debt exceed Ninety-Five Percent (95%) of the applicable MRP.
- D. The owner of the Property shall at all times maintain the Property as his or her principal place of residence.
- E. Except as set forth in Paragraph F below, at no time shall the owner of the Property lease or rent the Property to any person or persons, except on a short-term hardship basis as approved in advance and in writing by the Administrative Agent.
- F. If the Property is a two-family home, the owner shall lease the rental unit only to income-certified low-income households approved in writing by the Administrative Agent, shall charge rent no greater than the maximum permitted rent as determined by the

Administrative Agent, and shall submit for written approval of the Administrative Agent copies of all proposed leases prior to having them signed by any proposed tenant.

- G. No improvements may be made to the Property that would affect its bedroom configuration, and in any event, no improvement made to the Property will be taken into consideration to increase the MRP, except for improvements approved in advance and in writing by the Administrative Agent.

**Article 6. Remedies for Breach of Affordable Housing Covenants**

A breach of the Covenants will cause irreparable harm to the Township of Lawrence, its Administrative Agent, and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.), the UHAC Regulations, and the obligation for the provision of low and moderate-income housing. Accordingly, and as set forth in N.J.A.C. 5:80-26.18:

- A. In the event of a threatened breach of any of the Covenants by the Grantee, or any successor in interest or other owner of the Property, the Township of Lawrence shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Township of Lawrence shall have all remedies provided at law or equity, including, but not limited to, forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided in the UHAC regulations (as set forth in N.J.A.C. 5:80-26.1, et seq.), and specific performance.

Signed, sealed and delivered in the presence of:

WITNESSES:

\_\_\_\_\_ By: \_\_\_\_\_, Grantor

STATE OF NEW JERSEY:

SS

COUNTY OF \_\_\_\_\_ :

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
personally came before me and acknowledged under oath, to my satisfaction, that he/she:

- (a) was the maker of the attached instrument; and,
- (b) executed this instrument as his/her own act.

Signed and sworn to before me

On \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
A Notary Public/Attorney of the State of New Jersey

## Appendix L

### Resolution of Intent to Bond



**Resolution \_\_\_\_-18**

**WHEREAS, Lawrence Township, Mercer County, has received a Judgement of Compliance and Repose of its Housing Element and Fair Share Plan; and**

**WHEREAS, Lawrence Township may be required to allocate funds for the rehabilitation, extension of expiring controls and municipally sponsored construction projects; and**

**WHEREAS, Lawrence Township anticipates that funding will come from the following sources to satisfy said obligation: sources including, but not limited to, the Township's affordable housing trust fund - development fees and in-lieu payments; and governmental sources such as the Federal Low Income Housing Tax Credits, New Jersey Balanced Housing funding, Federal Home Loan Bank Board financing, HMFA bond financing, Small Cities funds and other governmental transfers; and**

**WHEREAS, in the event that the above funding sources prove inadequate to meet Lawrence Township's funding obligation, Lawrence Township shall provide sufficient funding to address any shortfalls;**

**NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Lawrence, County of Mercer, State of New Jersey, does hereby agree to fund any shortfalls in its affordable housing program that may arise whether due to inadequate funding from other sources or for any other reason; and**

**BE IT FURTHER RESOLVED that said shortfall shall be funded by bonding if there are no other resources available.**

**Adopted: \_\_\_\_\_, 2018**





## Appendix M

### Affordable Housing Ordinance



Ordinance No. \_\_\_\_\_-18

**ORDINANCE AMENDING THE LAND USE ORDINANCE  
OF THE TOWNSHIP OF LAWRENCE  
TO REVISE ARTICLE X, AFFORDABLE HOUSING  
PROCEDURAL AND ELIGIBILITY REQUIREMENTS, TO  
IMPLEMENT THE THIRD ROUND OF AFFORDABLE HOUSING  
IN ACCORDANCE WITH THE FAIR HOUSING ACT OF 1985**

**WHEREAS**, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provision of low and moderate income housing; and

**WHEREAS**, the Mayor and Township Council of the Township of Lawrence are desirous of ensuring the proper implementation of the Fair Housing Act and associated rules through the adoption of a Housing Element of the Master Plan by the Planning Board and Fair Share Plan and land use regulations by the governing body; and

**WHEREAS**, the Township of Lawrence desires to implement policies established by the New Jersey Supreme Court in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) to foster affordable housing opportunities for the production of dwellings and their occupancy by low and moderate income households.

**WHEREAS**, the Mayor and Township Council of the Township of Lawrence recognize the need to amend Article X, Affordable Housing Procedural and Eligibility Requirements, of the Land Use Ordinance of the Township of Lawrence to implement the Housing Element and Fair Share Plan; and

**WHEREAS**, the Planning Board of the Township of Lawrence has adopted the Housing Element and Fair Share Plan, and reviewed and recommended the adoption of this and other implementing ordinances.

**NOW THEREFORE, BE IT ORDAINED** by the Township Council of the Township of Lawrence, Mercer County, New Jersey, as follows:

**Section 1.** Article II, §201, entitled, Definitions, of the Land Use Ordinance of the Township of Lawrence, shall be amended by revising certain definitions to read as

follows:

**AFFORDABLE DWELLING UNIT:** A very low, low or moderate income dwelling unit.

**AFFORDABLE RENTAL CHARGES:** A monthly rent including utilities charged to an eligible very low, low or moderate income family which shall not exceed 30% of their monthly gross income as calculated by *N.J.A.C. 5:93-7.4(f)*.

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

**DEVELOPMENT FEE:** means money paid by a developer for the improvement of property as permitted in *N.J.A.C. 5:93-8*.

**HOUSEHOLD:** Persons, whether related or unrelated, living together in a single dwelling unit, with common access to and common use of all living and eating areas and all areas and facilities for the preparation and serving of food within the dwelling unit.

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

**QUALIFIED PURCHASER OR RENTER:** A person who:

- A. Submits an application for certification as a qualified purchaser or renter to the management of the unit;
- B. Whose gross aggregate family income at the time of the proposed purchase or rental of an affordable unit is within very low, low or moderate income levels, as defined herein; and
- C. Who obtains certification as a qualified purchaser or renter of an affordable unit from the Lawrence Township Office of Housing and Redevelopment as set forth in this section.

**Section 2.** Article II, §201, entitled, Definitions, of the Land Use Ordinance of the Township of Lawrence, shall be amended by adding the following definitions:

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

**ADAPTABLE:** Constructed in compliance with the technical design standards of the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

**ADMINISTRATIVE AGENT:** The entity responsible for the administration of affordable units in accordance with this ordinance, ~~*N.J.A.C. 5:91*~~, *N.J.A.C. 5:93* and *N.J.A.C. 5:80-26.1 et seq.*

**AFFIRMATIVE MARKETING:** A regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to *N.J.A.C. 5:80-26.15*.

**AFFORDABILITY AVERAGE:** The average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

**AFFORDABLE:** A sales price or rent within the means of a very low, low- or moderate-income household as defined in *N.J.S.A.* 52:27D-304; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in *N.J.A.C.* 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in *N.J.A.C.* 5:80-26.12, as may be amended and supplemented.

**AFFORDABLE DEVELOPMENT:** A housing development all or a portion of which consists of income restricted units.

**AFFORDABLE HOUSING DEVELOPMENT:** A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100% affordable development.

**AFFORDABLE HOUSING PROGRAM:** Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

**AFFORDABLE UNIT:** A housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

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

**CERTIFIED HOUSEHOLD -** A household that has been certified by an Administrative Agent as a very low-income, low-income household or moderate-income household.

**DCA:** The State of New Jersey Department of Community Affairs

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

**FAIR SHARE PLAN:** The plan that describes the mechanisms, strategies and the funding sources, if any, by which the Township proposes to address its affordable housing obligation as established in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of *N.J.A.C.* 5:93-5.

**HOUSING ELEMENT:** The portion of the Township's Master Plan, required by the Municipal Land Use Law in *N.J.S.A.* 40:55D-28b(3) and the Act, that includes the information required by *N.J.A.C.* 5:93-5.1 and establishes Lawrence's fair share obligation.

**LOW-INCOME HOUSEHOLD:** A household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

**LOW-INCOME UNIT:** A restricted unit that is affordable to a low-income household.

**MAJOR SYSTEM:** The primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

**MARKET-RATE UNITS:** Housing not restricted to low- and moderate-income households that may sell or rent at any price.

**MEDIAN INCOME:** The median income by household size for the applicable housing region, as updated annually according to a formula approved by the Court.

**MODERATE-INCOME HOUSEHOLD:** A household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

**MODERATE-INCOME UNIT:** A restricted unit that is affordable to a moderate-income household.

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

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

**REFERRAL LIST, AFFORDABLE HOUSING:** A register of eligible very low, low and moderate income households for which suitable units are not yet available.

**REGIONAL ASSET LIMIT:** The maximum housing value in each housing region affordable to a four-person household with an income at 80% of the regional median as defined by adopted/approved Regional Income Limits.

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

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

**RESTRICTED UNIT:** A dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of *N.J.A.C. 5:80-26.1*, as may be amended and supplemented, but does not include a market-rate unit financed under the Urban Homeownership Recovery Program (UHORP) or Market Oriented Neighborhood Investment (MONI) program.

**UHAC:** The Uniform Housing Affordability Controls set forth in *N.J.A.C. 5:80-26-1, et seq.*

**VERY LOW-INCOME HOUSEHOLD:** A household with a total gross annual household income equal to 30% or less of the median household income by household size.

**VERY LOW-INCOME UNIT:** A restricted unit that is affordable to a very low-income household.

**WEATHERIZATION:** Building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

**Section 3.** Article II, §201, entitled, Definitions, of the Land Use Ordinance of the Township of Lawrence, shall be amended by deleting the definitions for ELIGIBLE LOW OR MODERATE INCOME FAMILY and MEMBER OF THE IMMEDIATE FAMILY.

**Section 4.** Article X of the Land Use Ordinance of the Township of Lawrence, entitled, Affordable Housing Procedural and Eligibility Requirements, shall be amended in its entirety as follows:

ARTICLE X  
AFFORDABLE HOUSING PROCEDURAL  
AND ELIGIBILITY REQUIREMENTS

§ 1000 Purpose and General Provisions.

- A. The purpose of this Article is to implement the Uniform Housing Affordability Controls (“UHAC”, *N.J.A.C. 5:80-26.1 et seq.*, as they may be amended or superseded), the New Jersey Fair Housing Act (*N.J.S.A.52:27D-301, et seq.*), extant rules of the NJ Council on Affordable Housing, and the Housing Element and Fair Share Plan of Lawrence Township. This Article is designed to ensure that affordable housing created under the Fair Housing Act is occupied by low- and moderate-income households for the appropriate period of time. The words, phrases, and terms herein shall be interpreted to have the same meanings and usages as in the Fair Housing Act and related regulations. It is the further purpose of this Article to regulate the development and management of low- and moderate-income housing units constructed in compliance with these regulations.
  
- B. All units, including those funded with Low Income Housing Tax Credits or other subsidy programs, shall include the required bedroom distribution and income distribution, shall be subject to affordability controls, and shall be affirmatively marketed in accordance with UHAC, with the exception that instead of 10% of all rental affordable units being affordable to households earning 35% of less of the regional median household income by household size, 13% of all rental affordable units shall be affordable to households earning 30% or less of the regional median household income by household size, and all other applicable law.



- C. All new construction units shall be adaptable in conformance with *N.J.S.A. 52:27D-311a* and *-311b* and all other applicable law.
- D. The Affordable Housing Board created pursuant to §607 of this Ordinance shall administer the provisions of this Article in conjunction with the staff of the Lawrence Township Department of Planning and Redevelopment, Municipal Housing Liaison and Municipal Administrative Agent, as the case may be.
- E. Definitions pertaining to affordable housing are incorporated into Article II.

[Ed. Note: Existing definitions pertaining to affordable housing are included at the end of this ordinance for ease of use, but are not intended to be adopted with the passage of this ordinance. Those struck through are intended to be replaced with those in this ordinance.]

#### § 1001 Affordable Housing Required.

- A. Any residential development approved after January 28, 1998, including those developments consisting in whole or in part of beds counted as a residential dwelling, shall set aside dwelling units for persons of low and moderate income as defined in this Article. Unless otherwise stated or as may be required within specific zoning districts, the minimum set aside shall be 15% of the total number of units if the affordable units will be for rent and 20% of the total number of units if the affordable units will be for sale. In assisted living residence developments, the set-aside shall be a minimum of 10% of the total number of units. At least half of all affordable units shall be affordable to low or very low income households. Except when part of a larger development of a tract zoned or otherwise permitted to be developed at a residential density of 6 units per acre or more, developments of single-family detached and/or duplex or two-family dwellings shall be exempt from the inclusionary development requirements of this section, but shall pay an affordable housing fee pursuant to Article IX. Properties shall not be permitted to be subdivided to avoid compliance with the inclusionary development requirements of this section.
- B. All developers with sites identified for affordable housing pursuant to the most recent Housing Element and Fair Share Plan adopted by the Planning Board and Township Council of Lawrence, according to their respective duties, shall provide affordable housing units in accordance with the plan. All development that falls within the time period of the present round of affordable housing obligation shall construct units or pay a development fee in accordance with this Article and Article IX.

§ 1002 Affordable Housing Administrator and Administrative Agent

- A. The Township Council shall yearly appoint an Affordable Housing Administrator (the Administrator) to monitor sales and resales of affordable housing units. The Administrator shall be the Municipal Housing Liaison and may, but is not required to be, the Administrative Agent of the municipality pursuant to *N.J.A.C. 5:80-26.14*.
- B. The Administrator shall monitor the designated Administrative Agent of the developer in the initial sales and rental transactions for low- and moderate-income dwellings in accordance with *N.J.A.C. 5:80-26.14*, as it may be amended or superseded. The developer's administrative agent shall have all of responsibilities as put forth in this rule. After the initial sales and rental transactions, the Administrator shall monitor, if such person is not the municipality's Administrative Agent, the activities of the Administrative Agent for any re-sales or re-rentals. If the Administrator is the Administrative Agent for the municipality, then he or she shall assume all of the duties and responsibilities set forth in *N.J.A.C. 5:80-26.14* following the initial renting, sales and occupancy of low- and moderate-income dwellings. The affordability controls set forth in this chapter shall be administered and enforced by the Administrative Agent regardless of association. The primary responsibility of the Administrative Agent shall be to ensure that the restricted units are sold or rented, as applicable, only to low- and moderate-income households in accordance with the Fair Housing Act.
- C. The Township Council may establish a reasonable fee to program participants for the administration of the affordability controls program.
- D. The Administrative Agent, whether the Administrator, developer's agent, or a delegated agent, shall have the responsibility to income qualify low and moderate-income households, to place income eligible households in low- and moderate-income units upon initial occupancy, to provide for the initial occupancy of low- and moderate-income units with income qualified households, to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls, to assist with advertising and outreach to low- and moderate-income households, and to enforce the terms of the deed restriction and mortgage loan. The Administrative Agent shall provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements and landlord/tenant law.
- E. The Administrator shall coordinate his or her activities with any outside Administrative Agent to ensure the accurate tracking of the progress of affordable housing in the municipality, answer inquiries regarding affordable housing from the public or direct same to the appropriate official or agency, and comply with the affordable housing monitoring and reporting requirements of the state.
- F. In order to ensure an orderly transfer of control responsibility from a municipality to an administrative agent, from one administrative agent to another administrative agent, or other transfer, the requirements as set forth in *N.J.A.C. 5:80-26.17* shall apply as are necessary before or during the transition. The Administrative Agent's enforcement responsibility for implementing such practices and procedures shall not be delegated or otherwise transferred to any other party, except to a successor administrative agent.

- G. By accepting state funds for affordable housing purposes, or by submitting to the jurisdiction of the NJ Department of Community Affairs or its successor agency, the Township of Lawrence shall be deemed to have delegated to the Administrative Agent the day-to-day responsibility for implementing practices and procedures designated to ensure effective compliance with the controls set forth in this Article. The governing body of the municipality, however, shall retain the ultimate responsibility for ensuring effective compliance with the requirements as set forth in UHAC and any settlement agreements pertaining to affordable housing matters, including the settlement agreement with Fair Share Housing Center in In the Matter of the Application of the Township of Lawrence, Docket No. MER-L-1538-15.
- H. The Township shall file monitoring and status reports with Fair Share Housing Center (“FSHC”) and place the reports on its municipal website. Any plan evaluation report of the Housing Element and Fair Share Plan and monitoring evaluation report prepared by the Special Master in accordance with *N.J.A.C. 5:91* shall be available to the public at the Allendale Municipal Building, 2207 Lawrence Road, Lawrence Township, New Jersey 08648.
1. On or about April 28 of each year through the end of the period of Third Round Judgment of Repose, the Township will 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 all parties to the Township’s Court-approved Settlement Agreements, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
  2. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in the Township’s Court-approved agreement with FSHC. The Township agrees to comply with those provisions as follows:
    - i. By July 1, 2020, the Township must prepare a midpoint realistic opportunity review, as required pursuant to N.J.S.A. 52:27D-313, which the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues. In the event the Court determines that a site or mechanism no longer presents a realistic opportunity and should be replaced or supplemented, then the municipality shall have the opportunity to supplement or revise its plan to correct any deficiency.

- ii. Within 30 days of April 28, 2020 and April 28, 2023 the Township shall prepare a review of compliance with the very-low income housing requirements required by N.J.S.A. 52:27D-329.1 and its Court-approved Settlement Agreement with FSHC. The Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very-low income requirements, including the family very-low income requirements referenced herein and in the Township's Settlement Agreement with FSHC. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very-low income housing obligation.
- I. The Administrator shall keep records of the affirmative marketing activities undertaken in accordance with the affirmative marketing plan established by any developer's administrative agent. The records shall include, but not be limited to, the following:
  - 1. Electronic reporting of affordable housing activity; any required paper forms;
  - 2. Copies of any press releases, brochures, flyers, print advertisements and application forms used in the affirmative marketing program.
  - 3. The income and demographic characteristics of each household applying for and occupying income-restricted housing.
  - 4. An evaluation of any necessary adjustments required to the affirmative marketing program as communicated by the Administrative Agent.

§ 1003 Submission of Affordable Housing Plan.

- A. The developer of low and moderate income housing units shall submit to the Affordable Housing Board a description of the means to be used to insure that the required low and moderate income units are sold or rented only to low and moderate income households for a period of not less than 30 years, that such units meet bedroom distribution and phasing requirements, and comports with the requirements of this Chapter pertaining to the provisions, leasing, selling and transferring units among eligible low and moderate income households. The Affordable Housing Board may delegate such plan review to the Administrator.
- B. The Affordable Housing Plan shall indicate how the developer will comply with the procedures of this Article for selecting occupants of low and moderate income housing and the required affirmative marketing requirements. The requirements for affirmative marketing are found in §1015. Whenever a developer proposes a third party operator or manager of affordable housing units, the Affordable Housing Board shall specifically approve such operator and manager.
- C. The following information shall promptly be provided to the Administrator and/or Administrative Agent by the developer or sponsor of any project containing any affordable units subject to the requirements of this Article, upon the later of either final municipal land use approval or issuance of a grant contract by a governmental authority:

1. The total number of units in the project, and number of restricted units, broken down by bedroom size, identifying which are low and which are moderate income dwellings, and including street addresses of restricted dwellings;
  2. Floor plans of all affordable dwellings, including complete and accurate identification of uses and dimensions of all rooms;
  3. A project map identifying the locations of low and moderate income and market dwellings;
  4. A list of project principals or partners, together with a list of all other affordable projects in which they have been involved over the previous five years;
  5. Projected construction schedule;
  6. Proposed pricing for all units, including any purchaser options and add-on items;
  7. A list of all public funding sources and copies of grant or loan agreements for those sources;
  8. Condominium fees or homeowner association and any other maintenance or other fees;
  9. Estimated real property taxes for sale units;
  10. Sewer, trash disposal and any other utility assessments;
  11. Flood insurance requirement, if applicable;
  12. A description of all HVAC systems;
  13. Location of any common areas and elevators;
  14. Proposed form of lease for any rental units;
  15. The name of the person who will be responsible for official contact with the Township Administrator for the duration of the project;
  16. The name and qualifications of the developer's administrative agent, if applicable; and
  17. The State-approved Planned Real Estate Development public offering statement and/or master deed where available or applicable.
- D. The developer shall submit the marketing plan to the Affordable Housing Board at least 45 days prior to the advertising of the availability of the units. The Affordable Housing Board will approve or modify the plan within 30 working days of receipt of the plan or within such time as additionally granted by the developer.

#### § 1004 Household Income Limitations.

- A. The incomes of low and moderate-income households occupying affordable housing shall not exceed the income limits as of January 1 of the current year.
- B. Median Income Determination. Income limits for all units for which income limits are not already established through a federal program exempted from the Uniform Housing

Affordability Controls pursuant to *N.J.A.C. 5:80-26.1* shall be updated by the Township annually within 30 days of the publication of determinations of median income by the U.S. Department of Housing and Urban Development (HUD) as follows:

1. Regional income limits shall be established for the Region 1 based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in Region 4. 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% 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% 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% of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
  2. The income limits calculated each year shall be the result of applying the percentages set forth in subparagraph -1 above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
  3. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to *N.J.A.C. 5:80-26.16(b)3* shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to subparagraph -1 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.
- C. Affordable Housing Purchase or Rent. Very low income housing units shall be reserved for households with a gross household income less than or equal to 30% of the median regional income. Very low income households shall be considered a subset of low income units. Of the number of very low income households, at least 50% shall be for family households. Low income housing units shall be reserved for households with a gross household income less than or equal to 50% of the median regional income. Moderate income units shall be reserved for households with a gross household income more than 50% but equal to or less than 80% of the median income.
- D. Assisted Living Facilities. Income determination and eligibility for assisted living facilities shall also comply with the New Jersey Housing and Mortgage Finance Agency's Assisted Living Underwriting Guidelines and Financing Policy, dated May 28, 1996, as it

may be amended or superseded. The monthly fee for rent, meals, and basic services for the affordable units in the assisted living facility shall not exceed 80% of household income. For the purposes of this section, 62.5% of the fee shall be assumed to be for meals and basic services and 37.5% of the fee for rent.

#### § 1005 Household Income Verification.

- A. The Administrative Agent shall secure all information from applicant households necessary and appropriate to determine that restricted dwellings are occupied by properly sized households with appropriate very low, low or moderate income levels. No household may be referred to a restricted dwelling, or may receive a commitment with respect to a restricted dwelling, unless that household has received a signed and dated certification, as set forth in this section, and has executed the certificate in the form provided.
- B. The Administrative Agent shall use a random selection process to select occupants of very low, low and moderate- income housing.
- C. The Administrative Agent shall prepare a standard form of certification and shall sign and date one for each household when certified. This certification shall be known as a Certificate of Eligibility and shall be a prerequisite for the purchase or rental of an income-restricted dwelling. An initial certification shall be valid for no more than 180 days unless a valid contract for sale or lease has been executed within that time period. In this event, certifications shall be valid until such time as the contract for sale or lease is ruled invalid and no occupancy has occurred. Certifications may be renewed in writing at the request of a certified household for an additional period of 180 days at the discretion of the Administrator or Administrative Agent.
- D. When reviewing an applicant household's income to determine eligibility, the Administrator or Administrative Agent shall compare the applicant household's total gross annual income to the regional very low, low and moderate income limits then in effect, as approved by the court of competent jurisdiction. For the purposes of this subchapter, income includes, but is not limited to, wages, salaries, tips, commissions, alimony, regularly scheduled overtime, pensions, social security, unemployment compensation, Temporary Assistance for Needy Families (TANF), verified regular child support, disability, net income from business or real estate, and income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds and imputed income from non-income producing assets, such as equity in real estate.
- E. Except as otherwise specifically stated in this subchapter, the sources of income considered by the Administrator or Administrative Agent shall be the types of regular income reported to the Internal Revenue Service and which is eligible to be used for mortgage loan approval. Household annual gross income shall be calculated by projecting current gross income over a 12-month period.
- F. Assets not earning a verifiable income shall have an annual imputed interest income using a current average annual savings interest rate. Assets not earning income include, but are not limited to, present real estate equity. Applicants owning real estate shall produce documentation of a market value appraisal and outstanding mortgage debt. The

difference shall be treated as the monetary value of the asset and the imputed interest added to income. If the applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit, a Certificate of Eligibility shall be denied by the Administrator or Administrative Agent, unless the applicant's existing monthly housing costs (including principal, interest, taxes, homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 33% of the household's eligible monthly income.

- G. Rent from real estate shall be considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance and reasonable property management expenses as reported to the Internal Revenue Service. Other expenses are not deductible. If actual rent is less than fair market rent, the Administrator or Administrative Agent shall impute a fair market rent.
- H. Income does not include benefits, payments, rebates or credits received under any of the following:
  - 1. Federal or State low income energy assistance programs;
  - 2. Food stamps, payments received for foster care, relocation assistance benefits;
  - 3. Income of live-in attendants, scholarships, student loans, and personal property, including but not limited to, automobiles; and
  - 4. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements, and part-time income of persons enrolled as full-time students.
  - 5. Income, however, does include interest and other earnings from the investment of any of the foregoing benefits, payments, rebates, or credits.
- I. The Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify the member's income, including income received by adults on behalf of minor children for their benefit. Household members 18 years of age or older who do not receive income must produce documentation of current status. Income verification documentation may include, but is not limited to, the following for each and every member of a household who is 18 years of age or older:
  - 1. Four consecutive pay stubs, not more than 120 days old, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure;
  - 2. Copies of Federal and State income tax returns for each of the preceding three tax years;
  - 3. A letter or appropriate reporting form verifying monthly benefits such as Social Security, unemployment, TANF, disability or pension income (monthly or annually);
  - 4. A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support;



5. Income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds; and
  6. Evidence or reports of income from directly held assets such as real estate or businesses.
  7. Court ordered payments for alimony or child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.
- J. At the discretion of the Administrator or Administrative Agent, households may also be required to produce documentation of household composition for determining the correct dwelling size and applicable median income guide.
- K. Tenant Income Eligibility. In addition to the foregoing requirements, tenant income eligibility shall be in accordance with *N.J.A.C. 5:80-26.13* and the following determinations:
1. Median Income Limits:
    - a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30% of the regional median household income by household size.
    - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50% of the regional median household income by household size.
    - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80% of the regional median household income by household size.
  2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35% (40% for age-restricted units) of the household's eligible monthly income as determined pursuant to *N.J.A.C. 5:80-26.16*, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
    - a. The household currently pays more than 35% (40% for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
    - b. The household has consistently paid more than 35% (40% for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
    - c. The household is currently in substandard or overcrowded living

conditions;

- d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
  - e. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
3. The applicant shall file documentation sufficient to establish the existence of the circumstances in -2.a through -2.e above with the Administrative Agent, who shall counsel the household on budgeting.

### § 1006 Certificate of Eligibility, Waiting List and Selection

- A. If the household is found to be eligible for low and moderate income housing, they shall be issued a Certificate of Eligibility and placed on the affordable housing waiting list, except in the event that such a certificate is withheld or removed in accordance with this section. Eligible persons that live or work within the East Central Housing Region (Region 4) shall have preference over those that live or work in another housing region.
- B. Applicants shall be selected in the order in which their applications are certified and in accordance with the provisions of this section.
- C. Households remaining on a waiting list shall update its application no later than April 30 each year, including the most recent federal income tax return of each member of the proposed household and such other updated income and other information requested on the application.
- D. Households on the waiting list who have not submitted the required information by May 15 each year shall be notified by certified mail, mailed to the address on file that they have until June 30 of that year to provide the information or they shall be removed from the waiting list.
- E. Any household whose income or priority category has changed such that the household has become eligible for a different category of housing or priority list shall be placed on the appropriate list without penalty or favor as of the date of the original application.
- F. Any household whose income has increased to the degree that it is no longer eligible for low or moderate income housing shall be removed from the waiting list.
- G. If the Administrator or Administrative Agent has reason to believe that the information on file is erroneous or incomplete, he or she shall have the right to conduct an investigation and request any additional information deemed necessary to obtain accurate household information. If an applicant does not cooperate in such investigation or refuses to reply with the requested additional information within 30 days of said request, the applicant shall be removed from the list.
- H. All applications shall be notarized and certified complete and accurate. Anyone knowingly submitting incomplete, inaccurate, incorrect or false information may be removed from eligibility for very low, low and moderate income dwellings. All

information submitted to the Administrator or Administrative Agent for the purposes of determining applicant eligibility shall be strictly confidential and not considered a public record.

- I. Prior to the time of availability of a very low, low and moderate income dwelling, the Administrator or Administrative Agent shall notify by certified mail the top three households on the waiting list for the type of dwelling available, its location and the estimated date it will be available. If a purchaser or tenant cannot be found from the top three households on the waiting list, notice shall be sent to the fourth, fifth, etc., household until a purchaser or tenant is found. The household shall, within 14 days of mailing, notify the Administrator or Administrative Agent, in writing, of its intent to occupy the dwelling and, if selected, its intent to comply with the requirements of paragraph –I, below, within 15 days. Any household which fails to respond to the notice or chooses to reject a specific dwelling by informing the Administrative Agent in writing, shall retain its priority and shall be notified of available dwellings in the future, except that if a household chooses to reject a dwelling or fails to respond three times, it shall be removed from the list and must reapply and re-qualify if it wishes to be placed on the list at a new qualified priority.
- J. At the time of notice to a household of the availability of an appropriate type of dwelling and if the household notifies the Administrative Agent of its intent to occupy the dwelling and that household is selected for occupancy, each household member shall update the records on file and recertify the accuracy of the information as required herein. Information shall be reviewed and the eligibility status reconfirmed. The household selected shall only at that point proceed to make the legal and financial arrangements to acquire or lease the dwelling.
- K. If a household selected for occupancy is unable to obtain financing, it shall lose its eligibility for that dwelling, after notice, but shall retain its priority status for a similar appropriate dwelling as other dwellings become available and as long as the household remains eligible. When notified of the availability of another dwelling, updating and recertifying data as outlined in Subsection –H above is required.
- L. A certificate of eligibility may be withheld by the Administrator or Administrative Agent as a result of an applicant's inability to demonstrate sufficient present assets for down payment or security deposit purposes.
- M. A certificate of eligibility may be withheld by the Administrator or Administrative Agent as a result of an applicant's inability to verify funds claimed as assets, household composition or other facts represented.
- N. A certificate of eligibility shall be denied by the Administrator or Administrative Agent as a result of any willful and material misstatement of fact made by the applicant in seeking eligibility.

§ 1007 Unit Standards and Requirements.

- A. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units and the remainder may be moderate income units.
- B. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
  - 1. The combined number of efficiency and one-bedroom units is no greater than 20 percent of the total low- and moderate-income units;
  - 2. At least 30 percent of all low- and moderate-income units are two bedroom units;
  - 3. At least 20 percent of all low- and moderate-income units are three bedroom units; and
  - 4. The remainder, if any, may be allocated at the discretion of the developer.
- C. Age-restricted low- and moderate-income units may utilize a modified bedroom distribution. At a minimum, the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the affordable development. The standard may be met by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit.
- D. In determining the initial rents and initial sales prices for compliance with the affordable average requirements for restricted units other than assisted living facilities, the following standards shall be used:
  - 1. An efficiency shall be affordable to a one-person household;
  - 2. A one-bedroom dwelling shall be affordable to a one and one-half person household;
  - 3. A two-bedroom dwelling shall be affordable to a three-person household;
  - 4. A three-bedroom dwelling shall be affordable to a four and one-half person household;
  - 5. A four-bedroom dwelling shall be affordable to a six-person household.
  - 6. In referring certified households to specific income-restricted units, to the extent feasible and without causing an undue delay in occupying the dwelling, the Administrator shall strive to:
    - a. Provide an occupant for each unit's bedroom;
    - b. Provide children of different sex with separate bedrooms; and
    - c. Prevent more than two persons from occupying a single bedroom.

- E. Size of Units. The minimum size of affordable housing units, which is necessary to ensure the public health safety and welfare of its occupants, shall be as indicated in Table 10.1.

**Table 10.1 Minimum Size of Affordable Housing Units.**

Type of Unit	Minimum Size (gross square feet)
Efficiency	500
One-bedroom	600
Two-bedroom	750
Three-bedroom	900

- F. Certificates of Occupancy. The following additional requirements for the issuance of certificates of occupancy shall apply to inclusionary developments:

1. The initial issuance of certificates of occupancy for market units shall be linked to the issuance of certificates of occupancy for affordable units. Prior to the issuance of the certificates of occupancy for market units, certificates of occupancy for affordable units shall be required in the following minimum ratios:

**Table 10.2 Required Percentage of Affordable to Market Units**

Percentage of Affordable Housing Units Completed	Percentage of Market Housing Units Completed
0%	25%
10%	25% + 1
50%	50%
75%	75%
100%	90%

2. Each unit of affordable housing shall require a certificate of occupancy, which shall become void upon a change of owner or tenant.
  3. No certificate of occupancy shall be issued for a low and moderate income unit unless the provisions of *N.J.A.C. 5:93-9.3*, or superseding administrative code, are met.
- G. Unit Type and Household Size. The following housing type shall be used in determining affordability as it relates to household size:

**Table 10.3 Unit Type and Household Size.**

Unit Size	Household Size (persons)
Efficiency	1
One-bedroom	1.5

Two-bedroom	3
Three-bedroom	4.5
Four-bedroom	6

- H. Distribution of Low and Moderate Income Units. At least 50% of all units within each inclusionary development shall be affordable to low income households. At least 50% of all rental units shall be affordable to low income households. Of the total number of affordable housing units, 13% of the total shall be earmarked as very low income units and shall be counted towards the minimum low income requirement.
- I. Utilities and Heating Source. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by the NJ Department of Community Affairs for its Section 8 program. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- J. Appearance and Location. The facade of an affordable housing dwelling shall be indistinguishable from those of market units in terms of the use of exterior materials, windows, doors, reveal, roof pitch, color, or other material. Affordable housing units shall be fully integrated with market rate housing to the greatest extent feasible and shall have access to open space and site amenities comparable to that of market rate units.
- K. Tenure. For inclusionary developments with a single housing type, the affordable housing units shall have the same tenure as the market housing units.

§ 1008 Initial Selling and Renting Determinations

- A. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures as set forth in the Uniform Housing Affordability Controls.
- B. Required pricing stratification.
  - 1. The maximum rent for affordable units within each affordable development shall be affordable to households earning no more than 60% of median income and the average rent for low and moderate income units shall be affordable to households earning no more than 52% of median income. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low income and moderate income units, provided that at least 13% of all low and moderate income units shall be affordable to households earning no more than 30% of median income.
  - 2. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income. Each affordable development shall achieve an affordability average of 55% for restricted ownership units. In achieving this affordability average, moderate income ownership units shall be available for at least three different prices for each bedroom type, and low income ownership units shall be available for at least two different prices for each bedroom type.

C. Initial Pricing and Annual Increases of Affordable Dwellings.

1. Owner-occupied dwellings initial pricing. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the dwelling, including principal and interest (based on a mortgage loan equal to 95% of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28% of the eligible monthly income of the appropriate size household as determined under *N.J.A.C. 5:80-26.4*; provided, however, that the price shall be subject to the affordability average requirement as noted above.
2. Rental dwellings initial pricing. The initial rent for a restricted rental dwelling shall be calculated so as not to exceed 30% of the eligible monthly income of the appropriate household size as determined under *N.J.A.C. 5:80-26.4*, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement.
3. Owner-occupied dwellings annual increase. 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.
4. Rental dwellings annual increase. The rent of low and moderate income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed 9% in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.
5. Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by the NJ Department of Community Affairs for its Section 8 program.

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

1. The initial purchase price for a restricted ownership dwelling shall be approved by the Administrator.
2. The Administrator shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
3. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low and moderate income homeowners and the market homeowners.

- E. The owners of restricted ownership units may apply to the Administrator to increase the maximum sales price for the dwelling on the basis of eligible capital improvements. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or the addition of a bathroom.

§ 1009 Affordability Controls for Ownership Units.

- A. The affordability control period for a restricted ownership dwelling shall commence on the date the initial certified household takes title to the dwelling.
- B. Each restricted ownership dwelling shall remain subject to the requirements of UHAC until the Township of Lawrence elects to release the dwelling from such requirements pursuant to action taken in compliance with *N.J.A.C. 5:80-26.5(g)*. Prior to such municipal election, a restricted ownership dwelling shall remain subject to the requirements of *N.J.A.C. 5-80-26.5*, for a period of at least 30 years, and for a period of at least 10 years or the sale and repayment of any loan proceeds for owner-occupied units that were rehabilitated. Where a dwelling unit is entered into an extension of expiring controls program, the time period for the ownership restriction shall be at least 30 years from the date that the existing or prior restriction would have expired.
- C. The affordability control period for a restricted ownership dwelling shall commence on the date the initial certified household takes title to the dwelling.
- D. Each restricted ownership dwelling shall remain in compliance with and subject to the requirements of *N.J.A.C. 5:80-26.5* for control periods, *N.J.A.C. 5:80-26.6* for price restrictions, *N.J.A.C. 5:80-26.7* for buyer income eligibility, *N.J.A.C. 5:80-26.8* for limitations on indebtedness and subordination, *N.J.A.C. 5:80-26.9* for capital improvements, and *N.J.A.C. 5:80-26.10* for maintenance.
- E. Limitations on Indebtedness Secured by Ownership Dwelling; Subordination.
  - 1. Prior to incurring any indebtedness to be secured by a restricted ownership dwelling, the Administrator shall determine in writing that the proposed indebtedness complies with the provisions of this section.
  - 2. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership dwelling to exceed 95% of the maximum allowable resale price of that dwelling, as such price is determined by the Administrator in accordance with *N.J.A.C. 5:80-26.6(b)*.
- F. Capital Improvements to Ownership Units.
  - 1. The owners of restricted ownership units may apply to the Administrator to increase the maximum sales price for the dwelling on the basis of capital improvements made since the purchase of the dwelling. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing dwelling exceed the limits of affordability for the larger household.



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

G. Notice of Resale, Recapture Covenant and 95/5 Purchase Options.

1. The owner of the property is required to notify the Administrator by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the period of affordability controls on restricted units in effect at the time the Property was first restricted as part of the Affordable Housing Program.
2. The municipal housing inspector shall inspect the available affordable resale unit for construction and property maintenance code violation(s). The housing inspector shall submit in writing to the owner and the Administrator a listing of the violation(s). The estimated cost of the repairs not completed by the owner prior to resale shall be deducted from the resale price. The cost of repairs not undertaken by the owner will be determined by estimator(s) and/or contractor(s) supplied by the Administrator and charged back to the seller.
3. Upon the first such non-exempt sale of the Property, 95% of the difference between, (i), the actual sale price; and (ii), the regulated maximum sales price that would be applicable were the period of affordability controls on restricted units still in effect, shall be paid at closing to the Township of Lawrence; or, to the NJ Department of Community Affairs or NJ Housing and Mortgage Finance Agency, when acting as receiving agent for the municipality. Exempt sales shall be as listed in §1012.
4. Such non-exempt sale is subject to the options provided for in *N.J.A.C. 5:80-26.20* (Option to buy 95/5 units), *N.J.A.C. 5:80-26.21* (Municipal Option on 95/5 units), *N.J.A.C. 5:80-26.22* (State Option on 95/5 Units), *N.J.A.C. 5:80-26.23* (Non-Profit Option on 95/5 Units), *N.J.A.C. 5:80-26.24* (Seller Option on 95/5 Units), *N.J.A.C. 5:80-26.25* (Municipal Rejection of Repayment Option on 95/5 Units) and *N.J.A.C. 5:80-26.26* (Continued Application of Options to Create, Rehabilitate or Maintain 95/5 Units) of UHAC.

§ 1010 Affordability Controls on Rental Dwellings.

- A. Each restricted rental dwelling shall remain subject to the requirements of UHAC until the Township of Lawrence elects to release the dwelling from such requirement pursuant to action taken in compliance with *N.J.A.C. 5:80-26.11(e)*. Prior to such a municipal election, a restricted rental dwelling shall remain subject to the requirements of *N.J.A.C. 5:80-26.11*, for a minimum of 30 years, and for a period of at least 10 years or the sale and repayment of any loan proceeds for renter-occupied units that were rehabilitated.
- B. Each restricted rental dwelling shall remain in compliance with and subject to the requirements of *N.J.A.C. 5:80-26.11* for control periods, *N.J.A.C. 5:80-26.12* for restrictions on rents, and *N.J.A.C. 5:80-26.13* for tenant income eligibility.
- C. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Mercer. A copy of the filed document shall be provided to the Administrator within 30 days of the receipt of a Certificate of Occupancy.
- D. A restricted rental dwelling shall remain subject to the affordability controls of this Article, despite the occurrence of any of the following events:
  - 1. Sublease or assignment of the lease of the dwelling;
  - 2. Sale or other voluntary transfer of the ownership of the dwelling; or
  - 3. The entry and enforcement of any judgment of foreclosure.
- E. Rent Restrictions for Rental Units; Leases.
  - 1. A written lease shall be required for all restricted rental units, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental dwelling shall be provided to the Administrator.
  - 2. No additional fees or charges shall be added to the approved rent without the express written approval of the Administrator.
  - 3. Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted dwelling and shall be payable to the Administrator to be applied to the costs of administering the controls applicable to the dwelling as set forth in this Article.

§ 1011 Accessibility Requirements.

The following barrier free accessibility and adaptability requirements shall apply to all new construction:

- A. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Sub-code, *N.J.A.C. 5:23-7*.
- B. All restricted townhouse dwellings and all restricted units in other multistory buildings in which a restricted dwelling is attached to at least one other dwelling shall have the following features:
  - 1. An adaptable toilet and bathing facility on the first floor;
  - 2. An adaptable kitchen on the first floor;
  - 3. An interior accessible route of travel on the first floor;
  - 4. An interior accessible route of travel shall not be required between stories within an individual dwelling;
  - 5. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
  - 6. An accessible entranceway in accordance with *N.J.S.A. 52:27D-311a, et seq.* and the Barrier Free Sub-code, *N.J.A.C. 5:23-7*, or evidence that the municipality has collected funds from the developer sufficient to make 10% of the adaptable entrances in the development accessible:
    - a. Where a dwelling has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling, an accessible entrance shall be installed.
    - b. To this end, the developer of restricted units shall deposit funds within the affordable housing trust fund of the Township of Lawrence sufficient to install accessible entrances in 10% of the affordable units that have been constructed with adaptable entrances.
    - c. The funds deposited under sub-paragraph –(b) above shall be used by the Township for the sole purpose of making the adaptable entrance of any affordable dwelling accessible when requested to do so by a person with a disability who occupies or intends to occupy the dwelling and requires an accessible entrance.
  - 7. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from an adaptable to an accessible entrance to the Construction Code Official.
  - 8. Once the Construction Code Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, *N.J.A.C. 5:23-7*, and that the cost estimate of such conversion is reasonable, payment shall be made into the municipality’s affordable housing trust fund by the Chief Financial Officer who shall ensure that

the funds are deposited into the affordable housing trust fund and appropriately earmarked.

9. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that physical or environmental conditions of the site render it impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, *N.J.A.C. 5:23-7*.

#### § 1012 Exempt Transactions.

- A. The following transactions shall be deemed "non-sales" for purposes of these regulations and the owner receiving title by virtue of any of the following transactions shall be entitled to a statement of exemption to the owner receiving title by virtue of any of the following transactions:
  1. Transfer of ownership of an affordable sales unit between husband and wife;
  2. Transfer of ownership of an affordable sales unit between former spouses ordered as a result of a judicial decree of divorce (and not including sales to third parties);
  3. Transfer of ownership of an affordable unit between family members as a result of inheritance;
  4. Transfer of ownership of an affordable unit through an executor's deed to a Class A beneficiary;
  5. Transfer of ownership of an affordable unit through an order of the Superior Court or other court, in a foreclosure proceeding or transfer in lieu of foreclosure after a foreclosure proceeding has commenced.
- B. Except for the income level of the family acquiring title by an exempt transaction, the exempt transfer will not eliminate any restrictions set forth herein including, but not limited to, the unit remaining the prime resident and the requirement for resale to low and moderate income families as applicable and all such restrictions shall remain in effect following the exempt transfer except as stated in subsection -A.5.
- C. Should a mortgagee acquire title pursuant to subsection -A.5 it may re-sell the unit to any family, regardless of income, with the municipality having the right of first refusal. The sales price to the municipality is the amount necessary to cure the foreclosure. This includes all principal and interest due to the mortgagee and other lien holders, repayment of equity to the owner prior to foreclosure and the costs of foreclosure. If the municipality does not purchase the unit, the mortgagee may sell the unit without any of the restrictions set forth in this section. The amount of the sale above that which is necessary to cure the foreclosure will be turned over to the municipality to be used for low and moderate income housing.

#### § 1013 Leasing Restriction.

Initial and subsequent owners of affordable housing units shall occupy the dwelling as their

principal residence. RENTAL OR SUBLEASING OF THE AFFORDABLE HOUSING UNIT IS EXPRESSLY FORBIDDEN.

§ 1014 Effect on Landlord and Tenant Relationship.

- A. Nothing in these rules should be construed to limit the rights and duties of the owner and tenant to maintain the dwelling in accordance with all appropriate New Jersey State or municipal construction and property maintenance codes.
- B. Notwithstanding anything to the contrary in this Article, any member of a household occupying a dwelling under this Article and subject to the regulations of the Township of Lawrence is subject to eviction for any reasons allowed under applicable New Jersey law. The provisions of this Article are not intended to confer any additional rights or obligations on property owners or tenants other than those mandated by statute or required by the courts of the State of New Jersey or the duly adopted regulations of any of its agencies.

§ 1015 Affirmative Marketing for Affordable Housing

- A. Purpose. The purpose of this Section is to establish administrative procedures to ensure a wide dissemination of knowledge of affordable housing units as they become available to the low and moderate income population, and that the selection of tenants or homeowners, as the case may be, meets the requirements of UHAC.
- B. An Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital, or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. An Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region.
- C. Affirmative Marketing Requirements. Within the overall framework of the municipality's affirmative marketing program, all affordable housing units in Lawrence Township shall be marketed in accordance with the provisions in this Section unless otherwise provided for in *N.J.A.C. 5:80-26-1*. An Affirmative Marketing Plan shall be created for each development that contains or will contain low and moderate income units, including those that are part of the Township's prior round Housing Element and its current Housing Element and those that may be constructed in future developments not yet anticipated. This Affirmative Marketing Plan shall also apply to any rehabilitated units that are vacated and re-rented during the applicable period of controls for rehabilitated rental units when Lawrence is allocated a rehabilitation component.
- D. Plan Preparation. The Administrator or Administrative Agent shall prepare an Affirmative Marketing Plan for each affordable housing program, as applicable, comporting with *N.J.A.C. 5:80-26.15*, for review and approval by the Affordable Housing Board. The Administrator of the Township shall oversee the work of a developer's Administrative Agent provided that the person has been approved by the Affordable

Housing Board. Regardless of the drafting agent, the Affirmative Marketing Plan is intended to be used by developers of affordable housing restricted to low and moderate income households located within the municipality. The Administrative Agent responsible for specific affordable housing programs or developments shall ensure that the affirmative marketing of all affordable units is consistent with these provisions.

E. Affirmative Marketing Implementation. The Affirmative Marketing Plan includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance to *N.J.A.C. 5:80-26*. All newly created affordable units will comply with the thirty-year affordability control required by UHAC, *N.J.A.C. 5:80-26-5* and *5:80-26-11*. This plan will be adhered to by all private, non-profit or municipal developers of affordable housing units and will cover the period of deed restriction or affordability controls on each affordable unit. The Affirmative Marketing Plan for each affordable housing development shall meet the following minimum requirements:

1. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 4, comprised of Mercer, Monmouth and Ocean Counties.
2. Although the Township has the ultimate responsibility for implementing all aspects of Lawrence's affordable housing program, the Administrative Agent designated by the Affordable Housing Board shall assure that the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
3. The Administrative Agent shall provide a list of counseling services to low and moderate income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
4. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all of the affordable units have been leased or sold.
5. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Lawrence.
6. The Affirmative Marketing Plan for each affordable housing development shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
7. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in Lawrence; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.

8. The Administrator shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in the Region 4 Housing Area for the use of the Township and other Administrative Agents. In addition, the list shall also include Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Trenton, Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, Greater Long Branch Branches of the NAACP, Shiloh Baptist Church, and the Supportive Housing Association, which entities shall receive specific notice of all available affordable housing units along with copies of application forms. This list shall be updated periodically. The list shall contain organizations that will aid in the affirmative marketing program with particular emphasis on contacts with outreach to groups and individuals that are least likely to apply for affordable housing within the region. A representative sample of the organizations on the list not otherwise requiring specific notice herein shall be contacted as part of the affirmative marketing effort as approved by the Administrator.
9. The Affirmative Marketing Plan shall be approved by the Affordable Housing Board pursuant to §1003 prior to implementation.

#### § 1016 Violations of Article X Regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable dwelling by an owner, developer or tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an owner, developer or tenant of a low or moderate income dwelling and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
  1. The municipality may file a court action pursuant to *N.J.S.A. 2A:58-11* alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the court:
    - a. A fine of not more than \$1,000.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
    - b. In the case of an owner who has rented his or her low or moderate income dwelling in violation of the regulations governing affordable housing

units, payment into the Township of Lawrence's Affordable Housing Trust Fund of the gross amount of rent illegally collected;

- c. In the case of an owner who has rented his or her low or moderate income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
  2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the dwelling, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the first purchase money mortgage and shall constitute a lien against the low and moderate income unit.
  3. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the County Sheriff, at which time the low and moderate income unit of the violating owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any first purchase money mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- C. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien upon the dwelling and any prior liens on the dwelling. The excess, if any, shall be applied to reimburse the Township for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the Township in full as aforesaid, the violating owner shall be personally responsible for the deficiency, in addition to any and all costs incurred by the Township in connection with collecting said deficiency. The remainder, if any, up to a maximum of the amount the owner would be entitled to if he or she were to sell the dwelling as permitted by *N.J.S.A. 5:80-26.1 et seq.*, shall be placed in escrow by the Township for the owner and shall be held in such escrow for a period of two years or until such time as the owner shall make a claim with the Township for the same. Failure of the owner to claim said sum within the two-year period shall automatically result in a forfeiture of said remainder to the municipality and paid into the Affordable Housing Trust Fund. Any interest accrued or earned on the remainder while being held in escrow shall belong to and shall be paid to the Lawrence Township Affordable Housing Fund whether the remainder is paid to the owner or forfeited to the Township. Any excess funds derived over and above the sum due the owner shall be paid over to the Township's Affordable Housing Trust Fund.
- D. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low and moderate income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions



of the regulations governing the affordable housing dwelling. The owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

- E. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the first purchase money mortgage and any prior liens, the municipality may acquire title to the low and moderate income unit by satisfying the first purchase money mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the first purchase money mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low and moderate income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- F. Failure of the very low, low and moderate income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the owner to accept an offer to purchase from any qualified purchaser which may be referred to the owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low and moderate income unit as permitted by the regulations governing affordable housing units.
- G. The owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the owner.
- H. Right to Cure. The Township may, at its option, advance and pay all sums necessary to protect, preserve and retain the dwelling as an affordable dwelling, subject to the terms of this Article. All sums so advanced and paid by the Township shall become a lien against said dwelling and shall have a higher priority than any lien except the first purchase money mortgage lien and liens by duly authorized government agencies. Such sums may include but are not limited to insurance premiums, taxes, assessments (public or private) and costs of repair necessary to bring the dwelling up to any and all applicable local, state or federal codes and liens which may be or become prior and senior to any first purchase money mortgage as a lien on the dwelling or any part thereof. If, in the event of a default or nonpayment by the owner of an affordable dwelling, any first mortgagee or other creditor of an owner of an affordable dwelling exercises its contractual or legal remedies available, the owner shall notify the Administrative Agent and the Township Solicitor of the Township, in writing, within 10 days of notification by the first mortgagee or creditor and no later than 10 days after service of any summons and complaint, and the Township shall have the option to purchase, redeem or cure any default upon such terms and conditions as may be agreeable to all parties in interest and/or to acquire the first purchase money mortgage to the dwelling, thereby replacing the first mortgagee as the first mortgagee of the dwelling. The Township shall have the same priority of lien as was held by the first mortgagee at the time the Township acquires such first purchase money mortgage and shall have the right of subrogation with respect to any other claim or lien it satisfies or acquires.

I. Provisions for First Purchase Money Mortgagees.

1. The terms and restrictions of this section shall be subordinate only to a first purchase money mortgage lien on any affordable dwelling and in no way shall impair the first mortgagee's ability to exercise the contract remedies available to it in the event of default as set forth in the first purchase money mortgage. The first mortgagee and/or mortgage servicer shall serve written notice upon the Township within 10 days after the first purchase money mortgage is two months in arrears and again within 10 calendar days of the filing of a complaint seeking foreclosure of the first purchase money mortgage held on an affordable dwelling. However, a judgment of foreclosure upon the property shall in no instance terminate the conditions and requirements of this Article maintaining the dwelling as an affordable, income-restricted residence.
2. The obligation of the first mortgagee and servicer to notify the Township shall cease automatically and immediately upon the sale of the first purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market, unless the rules and regulations or guidelines of the Federal National Mortgage Association are amended so as to not prohibit or exclude placing such obligation upon the holder of the mortgage or its service representative, in which case, an instrument duly evidencing the same shall be recorded with the Register of Deeds, Mercer County, New Jersey, before any such obligation shall exist. Provided that the first mortgagee is obligated to give the Township the above-mentioned notices, the first mortgagee shall also serve written notice of any proposed foreclosure sale upon the Township at least 30 days prior to the first scheduled date of such sale. The first mortgagee shall serve notice upon the Township within 30 days of the sale of the first purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market.
3. The Township of Lawrence or any instrumentality designated by the Township shall have the right to purchase any mortgage which is in default at any time prior to the entry of a foreclosure judgment or within the redemption period thereafter. Notification of a default and of the institution of a foreclosure action and of a sheriff's sale shall be served, in writing, upon the Township Clerk and Municipal Attorney. The Township of Lawrence shall at all times be considered a party in interest and shall have the right to be joined as a party defendant and/or shall have the right to intervene in any foreclosure action seeking foreclosure of a first mortgage and/or shall have the right to redeem and acquire the owner's equity of redemption or to acquire the dwelling from the owner upon such terms and conditions as may be determined by the Township.
4. Surplus funds. In the event of a foreclosure sale by the holder of the first purchase money mortgage, the owner shall be personally obligated to pay to the Township any excess funds, but only to the extent that such excess funds exceed the difference between what the owner could have resold his dwelling for under this Article at the time of the foreclosure sale and the amount necessary to redeem and

satisfy the first purchase money mortgage debt, including costs of foreclosure and costs of repairs necessary to bring the dwelling up to any and all applicable local, state or federal codes. For the purposes of this subsection, excess funds shall be the total paid to the sheriff in excess of the amount required to pay and satisfy the first purchase money mortgage, including the costs of foreclosure, even if junior creditors actually receive payment from said surplus funds to the exclusion of the owner. The Township is hereby given a first priority lien, second only to the first mortgagee for any taxes or public assessments by a duly authorized governmental body up to the full amount of excess funds. This obligation of the owner to pay this full amount to the Township shall be deemed to be a personal obligation of the owner of record at the time of the foreclosure sale, and the Township is hereby empowered to enforce this obligation in any appropriate court of law or equity as though the same were a personal contractual obligation of the owner. Neither the first mortgagee nor the purchaser at the foreclosure sale shall be responsible or liable to the Township for any portion of this excess. The Township shall deposit any funds received in the Affordable Housing Trust Fund and use it for the purposes as set forth in the Housing Element and Fair Share Plan.

**Section 5.** Continuation. In all other respects, the Land Use Ordinance of the Township of Lawrence shall remain unchanged.

**Section 6.** Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Land Use Ordinance as a whole, or any other part thereof.

**Section 7.** Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

**Section 8.** Enactment. This Ordinance shall take effect upon the filing thereof with the Mercer County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Lawrence in the manner prescribed by law.

# FOR REFERENCE USE, NOT TO BE ADOPTED

## EXHIBIT A- AFFORDABLE HOUSING DEFINITIONS FROM §201, DEFINITIONS OF THE LAND USE ORDINANCE

### Struck Thru Definitions to be Replaced by New Ordinance

~~AFFORDABLE DWELLING UNIT: A low or moderate income dwelling unit.~~

~~AFFORDABLE HOUSING BOARD (AHB): A board appointed by the governing body pursuant to §607 of this Ordinance.~~

~~AFFORDABLE HOUSING DEVELOPMENT: A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development. [Ord. 2012-09, 5/5/09]~~

~~AFFORDABLE RENTAL CHARGES: A monthly rent including utilities charged to an eligible low or moderate income family which shall not exceed 30% of their monthly gross income as calculated by N.J.A.C. 5:93-7.4(f).~~

~~AFFORDABLE SALES PRICE: The initial price for owner-occupied affordable housing such that the costs of ownership do not exceed 28% of gross monthly income pursuant to N.J.A.C. 5:93-7.4(e).~~

~~AGE RESTRICTED DEVELOPMENT: A residential development including accessory buildings and required or permitted social, cultural, medical and recreational facilities limited to certain age groups conforming to 24 CFR Part 100 Subpart E, Housing for Older Persons, of the federal Fair Housing Amendments Act of 1988, as it may be amended or superseded.~~

~~APPROVED IMPROVEMENTS: Capital improvements made to an affordable housing unit with the prior written consent of the Affordable Housing Board.~~

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

~~COAH: The New Jersey Council on Affordable Housing.~~

~~DEVELOPMENT FEE: Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3. [Ord. 2012-09, 5/5/09]~~

~~ELIGIBLE LOW OR MODERATE INCOME FAMILY: A family whose income does not exceed the limits established by Article X.~~

~~EQUALIZED ASSESSED VALUE: The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c). [Ord. 2012-09, 5/5/09]~~

~~HMFA - The New Jersey Housing and Mortgage Finance Agency. Also referred to as the “Agency”.~~

~~HOUSEHOLD: A family living together in a single dwelling unit, with common access to and common use of all living and eating areas and all areas and facilities for the preparation and serving of food within the dwelling unit.~~

~~INCLUSIONARY DEVELOPMENT: A residential housing development in which at least 5% of the housing units in the development are affordable housing.~~

LOW INCOME HOUSING UNIT: A dwelling unit priced to be affordable to low income households as defined by *N.J.A.C.* 5:93-1.3 and the Uniform Housing Affordability Controls, or UHAC, at *N.J.A.C.* 5:80-26.2, as it may be amended or superseded.

~~MEMBER OF THE IMMEDIATE FAMILY: A spouse, parent, grandparent, child, grandchild, great grandchild, aunt, uncle, great aunt, great uncle, niece, nephew or spousal equivalent of same.~~

MODERATE INCOME HOUSING UNIT: A dwelling unit priced to be affordable to moderate income households as defined by *N.J.A.C.* 5:93-1.3 and the Uniform Housing Affordability Controls, or UHAC, at *N.J.A.C.* 5:80-26.2, as it may be amended or superseded.

QUALIFIED PURCHASER OR RENTER: A person who:

- D. Submits an application for certification as a qualified purchaser or renter to the management of the unit;
- E. Whose gross aggregate family income at the time of the proposed purchase or rental of an affordable unit is within very-low, low or moderate income levels, as defined herein; and
- F. Who obtains certification as a qualified purchaser or renter of an affordable unit from the Lawrence Township Office of Housing and Redevelopment as set forth in this section.

~~REFERRAL LIST, AFFORDABLE HOUSING: A register of eligible low and moderate income households for which suitable units are not yet available.~~

## Appendix N

### Development Fee Ordinance





**ORDINANCE OF THE TOWNSHIP OF LAWRENCE, MERCER COUNTY TO REPEAL AND REPLACE SECTION 901, ENTITLED “AFFORDABLE HOUSING CONTRIBUTION”, OF THE TOWNSHIP LAND USE ORDINANCE IN ACCORDANCE WITH THE CONDITIONS AND REQUIREMENTS OF THE SUPERIOR COURT OF NEW JERSEY**

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Lawrence, Mercer County, New Jersey, as follows:

**Section 1.**

**§901 AFFORDABLE HOUSING CONTRIBUTION**

**A. Purpose**

1. In Holmdel Builder’s Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (“the Act”), N.J.S.A. 52:27d-301, et seq., and the State Constitution, subject to the Council on Affordable Housing’s (“COAH”) adoption of rules for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and spending plans.
2. According to P.L. 2008, c. 46 section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), municipalities under the jurisdiction of COAH or a court of competent jurisdiction that had an approved spending plan were permitted to retain fees collected from non-residential development.
3. In In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH’s duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court’s jurisdiction and are subject to approval by the Court.
4. This Section establishes standards for the collection, maintenance, and expenditure of development fees consistent with COAH’s regulations and in accordance with P.L. 2008, c. 46, Sections 8 and 32-38. Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing low- and moderate- income housing. This Ordinance shall be interpreted within the framework of applicable COAH rules on development fees.



**B. Basic requirements**

1. This Ordinance shall not become effective until the Court approves the Township's amended development fee ordinance and shall remain effective pursuant to the Superior Court's jurisdiction through July 1, 2025.
  
2. COAH approved the Township's initial Spending Plan on or about October 19, 1987, and subsequently approved a Third Round Spending Plan on or about April 2, 2009. Upon the Court's approval of Lawrence Township's 2018 Spending Plan, Lawrence Township may continue to spend development fees consistent with the approved Spending Plan.

**C. Definitions**

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

1. **"Affordable housing development"** means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.
  
2. **"COAH"** or the **"Council"** means the New Jersey Council on Affordable Housing established under the Act.
  
3. **"Developer"** means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.
  
4. **"Development fee"** means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.
  
5. **"Equalized assessed value"** means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).
  
6. **"Green building strategies"** means those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

**D. Residential Development fees**

1. Imposed fees
  - a) Within the all district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for residential

development, provided no increased density is permitted.

- b) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a “d” variance) has been permitted, developers may be required to pay a development fee of six percent (6%) of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

2. Eligible exactions, ineligible exactions and exemptions for residential development

- a) Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the Township, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
- b) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
- c) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- d) Developers of one or two-owner occupied dwelling units, residential structures demolished and replaced as a result of a natural disaster, green buildings, etc., shall be exempt from paying a development fee.

**E. Non-residential Development fees**

1. Imposed fees

- a) Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half percent (2.5%) of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- b) Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half percent (2.5%) of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

- c) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, *i.e.*, land and improvements, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.
2. Eligible exactions, ineligible exactions and exemptions for non-residential development.
- a) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half percent (2.5%) development fee, unless otherwise exempted below.
  - b) The two and a half percent (2.5%) fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
  - c) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
  - d) A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L. 2008, c. 46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
  - e) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within forty-five (45) days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Township as a lien against the real property of the owner.

**F. Collection procedures**

- 1. Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.
- 2. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The Developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information

submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

3. The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.
4. Within ninety (90) days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
5. The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
6. Within ten (10) business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
7. Should Lawrence Township fail to determine or notify the developer of the amount of the development fee within ten (10) business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D-8.6).
8. Fifty percent (50%) of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
9. Appeal of development fees
  - a) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Township. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1, et seq., within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
  - b) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within forty-five (45) days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1, et seq., within ninety (90) days

after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

**G. Affordable Housing trust fund**

1. The Township has created a separate, interest-bearing affordable housing trust fund to be maintained by the chief financial officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
2. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
  - a) Payments in lieu of on-site construction of affordable units;
  - b) Developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
  - c) Rental income from municipally operated units;
  - d) Repayments from affordable housing program loans;
  - e) Recapture funds;
  - f) Proceeds from the sale of affordable units; and
  - g) Any other funds collected in connection with the Township's affordable housing program.
3. The Township had previously provided COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:93-8. The Superior Court shall now have the jurisdiction to direct the disbursement of the Township's trust funds as originally provided to COAH.
4. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by the Court.

**H. Use of funds**

1. The expenditure of all funds shall conform to a spending plan approved by the Superior Court. Funds deposited in the housing trust fund may be used for any activity approved by the Superior Court to address the Township's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be

used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8.16 and specified in the approved spending plan.

2. Funds shall not be expended to reimburse the Township for past housing activities.
3. At least thirty percent (30%) of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third (1/3) of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning thirty percent (30%) or less of median income by region.
  - a) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.
  - b) Affordability assistance to households earning thirty percent (30%) or less of median income may include buying down the cost or subsidizing the construction of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.
  - c) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
4. The Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance.
5. No more than twenty percent (20%) of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than twenty percent (20%) of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the monitoring requirements set forth in the Court-approved April 28, 2017 executed Settlement Agreement with Fair Share Housing Center. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Court's rulings are not eligible uses of the affordable housing trust fund.

## **I. Monitoring**

1. On or about June 30 of each year through 2025, the Township shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs (“DCA”), COAH, or Local Government Services (“LGS”), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and Intervenor and posted on the municipal website, using forms developed for this purpose by DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township’s housing program, as well as to the expenditure of revenues and implementation of the plan approved by the Superior Court.

## **J. Ongoing collection of fees**

1. The ability for the Township to impose, collect and expend development fees shall expire with its Court-issued Judgment of Compliance and Repose unless the Township of Lawrence has first filed an adopted Housing Element and Fair Share Plan with the Superior Court or other appropriate jurisdiction, has filed a petition for certification or a Declaratory Judgment Action, and has received approval of its development fee ordinance from the appropriate jurisdiction.
2. If the Township fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L. 1985, c.222 (N.J.S.A. 52:27D-320).
3. The Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall the Township retroactively impose a development fee on such a development. The Township shall not expend development fees after the expiration of its Judgment of Compliance and Repose unless the Township has first sought and obtained approval to do so from the entity that will be reviewing and approving its 2025 Housing Element and Fair Share Plan.

**Section 2.** Continuation. In all other respects, the Land Use Ordinance of the Township of Lawrence shall remain unchanged.

**Section 3.** Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Land Use Ordinance as a whole, or any other part thereof.

**Section 4.** Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

**Section 5.** Enactment. This Ordinance shall take effect upon the filing thereof with the Mercer County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Lawrence in the manner prescribed by law.





## Appendix O

### Extension of Expiring Controls and Foreclosure Intervention Manual



**Operating Manual**  
**Lawrence Township Extension of Expiring Controls and**  
**Foreclosure Intervention Programs**



**Lawrence Township Operating Manual  
Extension of Expiring Controls Program  
Foreclosure Intervention Program**

**EXTENSION OF CONTROLS AND FORECLOSURE INTERVENTION  
PROGRAM OPERATING MANUAL**

**INTRODUCTION**

This Extension of Expiring Controls (“EoC”) and Foreclosure Intervention (“FI”) Program Operating Manual has been prepared to assist in the administration of the Lawrence Township’s EoC and FI programs. It will serve as a guide to the program staff and participants.

This manual describes the basic content and operation of the programs, examines program purposes and provides the guidelines for implementing the programs. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the EoC and FI processes, and describes the scope, funding, and administration of the programs.

**A. Fair Housing and Equal Housing Opportunities**



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

**SECTION I. PROGRAM DESCRIPTIONS**

**A. Extension of Controls**

The Township is dedicating a portion of its affordable housing trust fund to operate its EoC program. In accordance with the requirements of N.J.A.C. 5:97-6.14, the program will add at least thirty (30) years to the affordability controls on owner-occupied affordable housing units for which controls are scheduled to expire during the Third Round (prior to July 1, 2025). The Township will provide a financial incentive to owners of such affordable housing units, and work with the owners to execute documentation establishing the extension of affordability controls, including a deed restriction and an agreement to extend the controls.

In accordance with the requirements of N.J.A.C. 5:97-6.14(a)3 and 4, the municipality may utilize its affordable housing trust fund money to remedy any building code violations or other substandard conditions necessary to obtain a continuing certificate of occupancy (CCO) or other document of equal effect for the affected unit(s). The rehabilitation/repair work performed through this program shall be for the exclusive purpose of extending controls on existing affordable housing units, and shall have no relation to rehabilitation work conducted or funded by the Township to address its Present Need / Rehabilitation Share.

### **B. Foreclosure Intervention**

The Township tracks foreclosures on existing affordable housing units in the Township, and uses legal and financial (through the affordable housing trust fund) means to intervene in the loss of those units from its affordable housing inventory. In the event that an affordable unit moves to Sheriff Sale, the Township will utilize its trust funds to purchase the unit and to rehabilitate the unit and bring it to code. Finally, the Township may sell the unit to an income-qualified buyer and impose new 30-year controls.

## **SECTION III. SCOPE OF PROGRAMS**

### **A. Categories of Units**

1. Extension of Controls: Owners of existing owner-occupied affordable housing units which meet the criteria of “Prior Cycle” credits or were built after 1986 and are included in the Townships Housing Element and Fair Share Plan, and which are subject to controls in the form of a deed restriction or other instrument that restricts the transfer of such unit to low- and moderate-income households, may participate.
2. Foreclosure Intervention: Only units which have existing affordability controls and which are at some stage in the foreclosure process will be pursued by the Township through this program.

### **B. Income Limits for Participation**

Homeowners that engage the Township to extend affordability controls in exchange for a financial incentive do not need to be low- or moderate-income households at the time that the extension occurs, provided that they were income eligible at the time that they purchased the unit and they have lived in the controlled unit prior to the expiration of controls.

Homeowners who purchase units resold through the Foreclosure Intervention program must be a low- or moderate-income household pursuant to the Fair Housing Act and the UHAC.

The program will strive to provide that low-income households occupy at least 50 percent of the units on which controls are extended.

### **C. Program Area**

This is a municipal-wide program. Any effected unit must be located in Lawrence Township.

### **D. Certification of Continuing Occupancy**

Both the EoC and the FI program may utilize affordable housing trust funds to bring substandard housing up to code, as required by N.J.A.C. 5:97-6.14 (in the case of the EoC program). Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. HVAC
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing structural systems
7. Lead paint abatement
8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

Code violations will be determined by an inspection conducted by a licensed inspector.

The related work may include, but not be limited to the following:

- Interior trim work,
- Interior and/or exterior doors, including storm doors
- Interior and/or exterior hardware
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair or replacement

### **E. Ineligible Improvements**

The Township will not use its trust funds for luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves or refrigerators may be replaced. The replacement or repair of other appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

### **F. Rehabilitation Standards**

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the

issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

#### **G. Certification of Standard**

All code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards described in sub-section F above upon issuance of a certificate of completion or occupancy. The licensed inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

### **SECTION IV. PROGRAM FINANCING**

#### **A. Extension of Controls**

The Township will offer eligible homeowners a standard incentive of \$5,000, but reserves the right to increase that amount as may be needed to incentivize participation and as funding allows. The incentive is not a loan, and does not need to be repaid by the homeowner as long as the terms of the extension of controls agreement are honored. The Township will also utilize up to an additional \$20,000 of trust funds to remedy deficiencies as necessary to bring units to code.

#### **B. Foreclosure Intervention**

The Township will use its affordable housing trust funds to purchase units at sheriff sale and to rehabilitate units to bring them to code.

### **SECTION V. OVERVIEW OF ADMINISTRATIVE PROCEDURES**

#### **A. Extension of Controls Program**

The program administrator (which may be Township personnel or a consultant) will distribute letters to owners of eligible affordable units. The letters will do the following:

- Notify the homeowners of the controls expiration date.
- Offer a financial incentive in exchange for agreement to extend controls.
- Notify the homeowners that the Township will utilize its affordable housing trust funds to repair or rehabilitate the units as necessary, and as funding allows, to bring the units to code.
- Instruct the homeowners on how to respond and proceed with the extension process.

When an interested homeowner engages the Township, the administrator works with the homeowner to execute a set of new affordable housing documents implementing the extension of controls.



Once the agreements are executed, the administrator arranges with the homeowner to allow the Township's Housing Bureau to conduct an inspection of the affordable unit to identify code violations. If any code violations exist, the administrator will work with the homeowner to correct the violations using affordable housing trust fund monies.

Following the execution of the documentation to extend affordability controls, the correction of violations, and the issuance of a Certificate of Continuing Occupancy or document of similar effect, the Township will arrange for the payment of the agreed upon incentive amount.

## **B. Foreclosure Intervention**

The Township will track the foreclosure of affordable housing units through notices in the Times of Trenton and notifications to the Township Clerk's Office. The program administrator will notify the municipal attorney to take the appropriate action to preserve the Township's interest in the affordable unit, particularly to ensure that the Township is a party to legal proceedings. If the unit proceeds to Sheriff sale, the Township will take action to purchase the unit with affordable housing trust funds. Additional affordable housing trust funds will be used to rehabilitate the affordable unit and remedy any substandard conditions. Upon the completion of any work on the unit, the Township will sell the unit to an income qualified buyer with 30-year affordability controls.

## **C. Housing Inspection/Substandard Certification**

Once determined eligible, the program staff will arrange for a qualified, licensed, housing/building code inspector to inspect the entire residential property.

The licensed inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All required repairs will be identified.

## **D. Contractor Bidding Negotiations**

The program administrator will maintain a list of approved, pre-qualified general contractors. The administrator will obtain quotes from one or more contractors specializing in the work needed and, in conjunction with the property owner, select the preferred contractor for the work. If the rehabilitation/repair work is substantial, the administrator will work with the property owner to select a minimum of three and a maximum of five contractors from whom to obtain bids. The program staff and property owner will then review these bids. The lowest responsible general contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

## **E. Contract Signing/Pre-Construction Conference**

Program staff will review the bids with the property owner. Documents to be executed include among others: Contractors Agreement(s). The property owner, program staff representative, and contractor will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within twenty (20) calendar days of the

date of the contract signing and be totally completed within ninety (90) days from the start of work, will be issued to each contractor.

#### **F. Progress Inspections**

The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements. Any work item requiring a municipal permit must be inspected by the municipal construction official. The item must pass inspection before a payment will be issued.

#### **H. Change Orders**

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program staff will have the qualified professional(s) inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order. Additionally, if the applicant is not funding the additional cost, new financing documents will be executed reflecting the increase.

#### **I. Payment Schedule**

The contract will permit a maximum of three progress payments if the project costs less than or equal to \$20,000. First payment is made when the project is one-third completed. Second payment is made when the project is one-half completed. Final payment will be made upon completion.

The contractor will submit a payment request. In the case of the EoC program, the applicant will sign a payment approval if both the applicant and housing/building inspector are satisfied with the work performed. The municipality will then release the payment.

Final payment will be released once all final inspections are made, a Certificate of Continuing Occupancy is issued (if applicable).

#### **J. Appeal Process**

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the municipality's program liaison for a hearing. The municipality's program liaison will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the payment. The municipality's program liaison decision will be binding on both the applicant and the contractor.

#### **K. Final Inspection**

Upon notification by the contractor that all work is complete and where required a Certificate of Continuing Occupancy has been issued, a final inspection shall be conducted and photographs

taken. The program staff (or a representative) and the property owner, shall be present at the final inspection. If required a punch list will be prepared and forwarded to the contractor for completion.

**L. Record Deed Restriction**

Program staff will file the executed deed restrictions with the County Clerk.

**M. File Closing**

After the final payment is made, the applicant's file will be closed.

## Appendix P

# Affirmative Marketing Resolution



**Resolution \_\_\_\_-18**

WHEREAS, the Township of Lawrence ("Township") filed a lawsuit entitled In the Matter of the Application of the Township of Lawrence, County of Mercer in the Superior Court of New Jersey, Law Division, Mercer County, under Docket No. MER-L-1538-15, on July 7, 2015, seeking immunity, along with all of its applicable Boards and subsidiary entities, from the filing and service of any third party or builder's remedy lawsuits with respect to the Township's satisfaction of its Mount Laurel obligations and a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985 ("FHA"), N.J.S.A. 53:27D-301 et seq.; and

WHEREAS, over the course of the litigation, Fair Share Housing Center ("FSHC"), an interested party, and Brandywine Operating Partnership, LP ("Brandywine"), an objector, and the Township met directly and also appeared before the Hon. Mary C. Jacobson, A.J.S.C., in a series of Case Management Conferences, resulting in the entry of various Case Management Orders and the appointment of a Special Master, Elizabeth C. McKenzie, PP; and

WHEREAS, through that process, the Township, FSHC and Brandywine, with the consent and approval of the Special Master, negotiated a settlement of the litigation and presented that settlement to the trial court with jurisdiction over this matter for review on July 5, 2017 in a Fairness Hearing which settlement was approved by Court Order entered on July 5, 2017; and

WHEREAS, a Housing Element and Fair Share Plan has been prepared and presented to the Planning Board of the Township of Lawrence ("Planning Board") on November 30, 2017 pursuant to the terms of the settlement; and

WHEREAS, the Planning Board properly noticed, and, held a public hearing and adopted the Housing Element and Fair Share Plan on December 18, 2017; and

WHEREAS, the Township Council of Lawrence Township endorsed the adopted Housing Element and Fair Share Plan on January 16, 2018; and

WHEREAS, Lawrence Township has received a Conditional Judgement of Compliance and Repose of its Housing Element and Fair Share Plan; and

WHEREAS, Pursuant to the Settlement Agreement between the Township and Fair Share Housing Center ("FSHC") the Township is required to update its Affirmative Marketing Plan(s) to list Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, NAACP branches of Trenton, Greater Red Bank, Asbury Park/Neptune, Bayshore, Greater Freehold, and Greater Long Branch, Shiloh Baptist Church, and the Supportive Housing Association among community and regional organizations that shall be directly contacted to distribute notice of available affordable housing units in the Township; and

**WHEREAS, the administrative agents of affordable developments in the Township's Housing Element and Fair Share Plan are appointed by the developers and prepare their own marketing plans; and**

**WHEREAS, the Township established an Affordable Housing Board per §607 and §608 of its Land Use Ordinance, which responsibilities include reviewing affirmative marketing plans of affordable housing developments in the Township.**

**NOW THEREFORE, BE IT RESOLVED the Township Council of the Township of Lawrence, Mercer County, State of New Jersey, hereby instructs the Township's Affordable Housing Board to ensure that the Affirmative Marketing Plans of all affordable developments within the Township shall comport with the Settlement Agreement with FSHC and all applicable law.**

**Adopted: \_\_\_\_\_, 2018**