MOUNT LAUREL AFFORDABLE HOUSING
SETTLEMENT AGREEMENT
TOWNSHIP OF WARREN, SOMERSET COUNTY, NEW JERSEY

Re: In The Matter of the Township of Warren for a Judgment Of Compliance of Its Third Round Housing Element and Fair Share Plan
Docket No. SOM-L-904-15

THIS AGREEMENT (this "Agreement") memorializes the terms and conditions of an agreement reached to settle litigation entitled **In The Matter of the Township of Warren for a Judgment of Compliance of Its Third Round Housing Element and Fair Share Plan Docket No. SOM-L-904-15,** commenced by the Township of Warren ("Township" or "Warren"), to address its obligation under the Mount Laurel doctrine. The Township and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party and through this Agreement (an intervenor in this matter), and with K. Hovnanian North Jersey Acquisitions, LLC ("K. Hovnanian") which notified the Township that it was an "interested party" to this Agreement by letter dated July 6, 2015 and intervened in the litigation by Order dated October 19, 2015; Premier Development ("Premier"), which notified the Township that is was an "interested party" to this Agreement by letter dated February 3, 2017; Chase PartnersWarren, LLC and 284 King George Road LLC (collectively "Chase"), which were permitted to intervene by court order dated August 31, 2015, American Properties at Mount Bethel Road, LLC ("American Properties"), which notified the Township that it was an "interested party" to this Agreement by letter dated June 5, 2015; and North Hill Developers, Inc. ("North Hill"), which was permitted to intervene by court order dated October 1, 2015, (each a "Developer" and collectively, the "Developers" and together with the Township and FSHC, collectively the "Parties"), do hereby agree as follows:

Background

Warren 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 N.J.A.C. 5:93-99. See, In re Adoption of N.J.A.C.

5:96 and 5:97 221 N.J. 1, 29 (2015) ("Mount Laurel IV"). The Parties and the WTSA participated in numerous conferences, motions, and other proceedings since the filing of the action. Through that process, the Parties and the WTSA (as to Paragraph 17 only), agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter 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.

The Warren Township Sewerage Authority is made a party to this Agreement solely with respect to paragraph 17 of this Agreement.

Settlement terms

The Parties hereby agree to the following terms:

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

Rehabilitation Share	38
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	See **Exhibit**

	A
Third Round (1999-2025) Prospective Need	See **Exhibit A**

For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

4. The Township's efforts to meet its present need include the following:
    a. The Township has had a functioning rehabilitation program since 1989;
    b. The Township adopted Ordinance 16-6.9 in 1996 to formally establish the rehabilitation program which will be slightly amended as part of the compliance process;
    c. A contract currently exists with Rehabco Inc. as the administrator of the rehabilitation program;
    d. There is currently approximately $200,000 in funds available for the rehabilitation program;
    e. The Township adopted guidelines for the implementation of the rehabilitation program, which guidelines are available at the Township Clerk's Office upon request;
    f. The Township attorney's office, in concert with Rehabco Inc. prepares the paperwork for the rehabilitation program closings;
    g. Rehabilitated single family homes that are improved to code standards receive up to a $15,000 loan at closing which becomes a grant if the property owner remains in the dwelling for 10 years;
    h. Rehabilitated renter-occupied housing that is improved to code standards receives up to a $15,000 loan at closing which becomes a grant if the tenant remains in the unit for 10 years.

i. The foregoing is sufficient to satisfy the Township's present need obligation of 38 units.

5. As noted above, the Township has a Prior Round prospective need has been met through the compliance mechanisms as set forth on **Exhibit A**.
6. The Township has implemented or shall implement the mechanisms to address its Third Round prospective need as set forth on **Exhibits A and B**.
7. The Township shall provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:

   a. **The Flag Plaza site** - 44 rental units of which 24 are to be family rental units was determined to be an area in need of redevelopment by the Township Committee by Resolution #2017-60 adopted on January 26, 2017. The Redevelopment Plan which was adopted by Ordinance #17-20 on October 5, 2017, established the zoning of the Flag Plaza site and is annexed hereto as **Schedule A-2;**

   b. **The American Properties site** - 105 units of which 80 will be for sale units and 25 will be affordable family rental units was determined to be an area in need of redevelopment by the Township Committee adopted by Resolution #2017-59 on January 26, 2017. The Redevelopment Plan which was adopted by Ordinance #17-21 on October 5, 2017, established the zoning of the American Properties site, and is annexed hereto as **Schedule A-3;**

   c. **The Former Vicendese site (now the Checchio site)** - 24 units comprised of 16 market rate family rentals and 8 affordable family rentals was determined to be an area in need of redevelopment by the Township Committee by Resolution # 2017-235, adopted on September 7, 2017.

The Redevelopment Plan establishing the zoning of the former Vicendese site has yet to be adopted;

d. **The Berlant sites (3 sites) -** 50 rentals of which 30 will be family rentals and 20 will be affordable family rentals- this inclusionary zoning ordinance has yet to be adopted;

e. **The K. Hovnanian site** -
   i. The K. Hovnanian Site will be rezoned to a density and with bulk standards that would support the development shown on the Concept Plan dated January 17, 2018, which includes 192 total stacked townhomes in three-story buildings, with a 25% set aside of units restricted to low and moderate income households (the "K. Hovnanian Project"). The low and moderate income units may be contained in buildings containing only low/ moderate income units and located in one section of the site, but shall be included in the same homeowners' association as the market rate units.

f. **Hillcrest Crossing/North Hill (Premier sites)-**
   i. The Hillcrest Crossing property ("Hillcrest Project") (Block 205, Lots 58, 59, 60, and 61 located at the northwest corner of Hillcrest Road and Route 78) shall be rezoned to a density and with bulk standards that would support a development of 176 residential rental units comprising 132 luxury townhomes and/or rental flats, subject to any engineering constraints and 44 affordable rental flats.. The Townhomes and/or flats may be in three-story buildings and the market units may consist of the three-bedroom townhomes and/or flats. A garage level shall not count as a story if the topography of the site lends itself under the Township's Code to

having a garage under the building(s). The Hillcrest Project may include a clubhouse of up to 5,000 square feet, rental office, management office, model unit, swimming pool, and other amenities.

ii. The low and moderate-income units in the Hillcrest Project may be contained in two or more stacked flat buildings containing only low and moderate-income units and located in one section of the site.

iii. The North Hill Developers, Inc. property ("North Hill Project) located at 107 Washington Valley Road (Block 69, Lot 8.01) shall be rezoned to permit special needs housing and other similar uses. The zone will permit 10 affordable special needs units.

iv. The overall combined affordable set-aside on the Hillcrest Project and North Hill Project would equal approximately 30%. The total set-aside from both the 44 affordable rental flats and the 10 special needs units will be phased-in with the 132 market rate units in accordance with the standard inclusionary zoning phasing pursuant to N.J.A.C. 5:93-5.6(d). If the North Hill Project is deeded by North Hill to an operator of special needs housing, then the Hillcrest Project shall be relieved of this combined project phasing obligation and then only the 44 affordable housing rental flats shall be phased in with the 132 market rate units in accordance with the standard inclusionary zoning phasing pursuant to N.J.A.C. 5:93-5.6(d). At that point, the North Hill Project would be developed in accordance with N.J.A.C. 5:93-5.5.

g. **The Chase Site**- The Chase project (the "Chase Project") shall be located on a 50.57 (plus or minus) parcel of land identified as 85.01 , Lots _1, 2, 3 & 4), and shall be rezoned to permit an inclusionary development

comprised of the following three (3) components and accessory structures: (x) The Townhouse Component - 115 units (at three stories) (the "Townhouse Component"); (y) The Rental Component - 220 rental units (at 4 stories) (the "Rental Component"); and (z) The Hotel Component - comprised of approximately 130 rooms (at 4 stories), and a restaurant with a liquor license (the "Hotel Component").

i. Total Number of Affordable Units: The total number of residential units between the Townhouse Component and the Rental Component is 335, which includes 75 residential units deed restricted as affordable, which shall be developed as follows:

Component	Market Rate	Affordable	Total
Townhome	107	8	115
Rental	153	67	220
Total	260	75	335

The Chase Project may be developed in up to three (3) phases. All components of the development, however, will be treated as a single development for the purposes of the phasing required pursuant to N.J.A.C. 5:93-5.6(d). Consistent with the foregoing, the parties acknowledge that the Townhome Component can be fully constructed consistent with N.J.A.C. 5:93-5.6(d).

ii. Masters Down: Chase agrees that a minimum of 10% of the market rate units within the Townhouse Component be designed and marketed with the master bedrooms on the ground level ("Masters Down"). Chase will use its best faith efforts to encourage the homebuilder of the Townhouse Component (who must be nationally or regionally recognized home builder) to increase the percentage of Masters Down, given the Subject parcel's engineering constraints, while maintaining the 115 townhouse unit

count for the Townhouse Component and the 220 rental unit count for the Rental Component.

iii. The Southern Parcel: Chase represents that it is not currently, nor will it become a contract purchaser of that certain approximately 61.2 acre parcel of land identified as Lot 12.02 in Block 82.

iv. Legal/Professional Fees: Chase agrees, as a condition to the settlement of this matter, to escrow with the Township the sum of Seventy-Five Thousand ($75,000) Dollars (the "$75k Escrow") to be used solely by the Township to defend the settlement against any legal challenges by the owner or contracting party of the Southern Parcel to the approval of this Settlement Agreement as "fair" by the Court after a duly noticed Fairness Hearing. The balance of the $75k Escrow, if any, shall be immediately refunded to Chase after all applicable appeal periods have lapsed.

v. Buffering. The Chase Project shall be appropriately and adequately buffered from Mountain Avenue and King Georges Road with landscaping, fencing, walls, or a combination of same, which buffering requirements shall be included in the development ordinance negotiated by and between the Township and Chase for the Chase Project.

h. It is expressly understood and agreed that all of the affordable housing units within the inclusionary projects identified in Paragraphs 7(e), (f), and (g) shall be subject to affordable housing controls of at least fifty (50) years in a form approved by FSHC and otherwise consistent with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq., or any successor regulation governing at the time of the issuance of the certificate of occupancy, which controls shall be in the form of a deed restriction and duly recorded in the Somerset County Clerk's Office prior to occupancy of the affordable housing units.

i. While not a party to this Agreement, in accordance with existing law, the Planning Board shall expedite the processing of any application

for development submitted by the Developers identified in this Paragraph 7 to develop their respective properties, consistent with the Mount Laurel doctrine. In addition, and consistent with the Mount Laurel doctrine, the Planning Board shall comply with the cost generation requirements set forth in the Council on Affordable Housing regulations, or any successor regulation governing at the time of development application. The Developers shall, nonetheless, be responsible for all professional escrow fees and application fees for their respective applications for development.

j. The Township agrees to use reasonable efforts to assist the Developers identified in this Paragraph 7 in obtaining outside agency approvals, it being understood and agreed that the Developers are ultimately responsible to secure all outside agency approvals at their sole cost and expense.

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

   a. The PIRHL site- 80 units of 100% affordable housing units. The PIRHL site was determined to be an area in need of redevelopment by the Township Committee on by Resolution #2017-58, adopted on January 26, 2017. The Redevelopment Plan which was adopted by Ordinance #17-18 on October 5, 2017, established the zoning of the PIRHL site and is annexed hereto as **Schedule A-1**;
   b. The Wagner Farm site-32 special needs units-this zoning ordinance has yet to be adopted and will be as part of the process described in paragraph 13;
   c. The Township will provide for 25 additional special needs bedrooms as follows:

(i) Five (5) special needs beds shall be constructed and/or occupied by not later than December 31, 2021; and

(ii) The remaining twenty (20) special needs beds shall be constructed and/or occupied by not later than December 31, 2024.

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

a. PIRHL has filed for 9% affordable housing tax credits with the NJHMFA and is awaiting word from the NJHMFA whether such tax credits have been awarded to the PIRHL site. All indications are that this will occur. If it does not occur, PIRHL will re-submit for the 2019 round of tax credits.
b. In the event that no funding source is found for the PIRHL site, the Township will adopt the necessary bonding for this site.
c. The Township will provide further information on the Wagner Farm development and the phasing of the future special needs bedrooms in its Housing Element and Fair Share Plan.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for

construction to begin within two years of court approval of this settlement. The Township shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township meets those obligations as follows:

a. See Redevelopment Agreement with PIRHL attached hereto as Exhibit C.
b. The Wagner Farm development will be developed by Bergen County United Way. Further information on this development will be provided as part of the Housing Element and Fair Share Plan.

c. The Township will provide further information on the phasing of the future special needs bedrooms in its Housing Element and Fair Share Plan.

9. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in **Exhibit A**:

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.

f. The Township agrees to require 13% of all affordable 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 Township will show how these requirements are met in the Housing Element and Fair Share Plan. Notwithstanding the foregoing (and provided written notice is provided to the Township's designated municipal housing liaison and administrative agent), the for-sale units being developed by K. Hovnanian and Chase (as to the Townhome Component) shall be priced so that 13% of the units are affordable to very low income households. K. Hovnanian and Chase (as to the Townhome Component) shall use best faith efforts, consistent with UHAC regulations and applicable affirmative marketing requirements, through a period of 90 days following the issuance of a certificate of occupancy for each units designated for a very-low-income household, to find very-low-income households to purchase these units. For any units for which K. Hovnanian and Chase (as to the Townhome Component) are unable to find any such households qualified under the standards of UHAC and applicable law, the units shall be sold at a price affordable to a very low income household to a low income household, provided the deed restrictions shall require upon resale that any such units shall be marketed to and priced at levels affordable to very-low-income households, subject to the same 90 days period provided for in this paragraph.

g. **Reservation of Rights**. The Parties agree that if a decision of a court of competent jurisdiction in Somerset County, the Appellate Division, or the New Jersey Supreme Court, or a determination by an administrative

agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be more than twenty (20) percent lower than the total Prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an un-appealable 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 mechanisms referenced in this agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this Agreement; taking all steps necessary to support the developments, including any one hundred percent (100%) affordable developments, referenced herein; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

10. 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 New Brunswick, Plainfield Area, Perth Amboy, Warren/Sussex, and Metuchen/Edison branches of the NAACP, the Latino Action Network, NORWESCAP, the Supportive Housing Association, and the Central Jersey Housing Resource Center, 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 along with copies of application forms. The Township also agrees to provide this list of organizations to any other entities, including

developers or persons or companies retained to do affirmative marketing, so that those entities will be able to comply with this paragraph.

11. 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 governing at the time of the applicable issuance of a construction permit, issuance of the certificate of occupancy or upon resale/re-rent of the units, 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 the Plan, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by Council on Affordable Housing to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:

    a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 3) 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 number of 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 number of households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a

household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

b. The income limits attached hereto as **Exhibit D** are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

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

d. FSHC and the Township agree to request the Court prior to or as part of the Fairness Hearing in this matter to enter an order implementing the regional income limits referenced in this paragraph of this Agreement, the terms of which shall also be reflected in the Township's Affordable Housing Ordinance.

12. All new construction affordable units shall be adaptable in conformance with N.J.S.A. 52:27D-311a, et seq., and all other applicable laws regarding adaptability requirements.

13. As an essential term of this settlement, no later than December 31, 2018, the Township shall, absent force majeure reasons, approve all ordinances necessary to implement the terms of this settlement agreement and the zoning contemplated herein, amend the Township's general affordable housing ordinance consistent with this settlement agreement, and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this agreement, and to execute a developer's agreement with the Developers for each of their projects, subject to the payment of the Township Attorney's fee through the escrow provisions of N.J.S.A. 40:55D-53 in connection with the land development process. The Parties agree time is of the essence in implementing this agreement. The Township shall also amend, as part of the compliance process, the ordinances and Redevelopment Plans attached as Schedules A-2 and A-3, respectively, in order to remove any reference to an occupancy preference for Warren Township residents and/or those individuals who work in Warren and reside elsewhere. .

14. The Township shall prepare and submit a spending plan to the Special Master and the court for approval, with FSHC being provided an opportunity to comment on or object to the spending plan. The parties hereto agree that the spending plan, once approved, shall be valid. The Township contemplates seeking approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and 329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment in this matter 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 (App. Div. 2015). 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; however, the Township may redact or remove any personally identifying information on individual assistance raising privacy concerns from the website.

15. On March 30 after first anniversary of the execution of this Agreement, and every March 30 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.

16. 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.

17. **Sewage Capacity.** The Parties acknowledge and agree that the provision of sewer capacity in accordance with the following provisions is an essential term of this Agreement. The Parties and WTSA acknowledge that the provision of sewer capacity is necessary for the provision of the affordable housing contemplated under this Paragraph 17.

    a. **Sewer Service Areas**: Attached as **Exhibit B** to this Agreement is a list of the inclusionary projects of the Developers and the PIRHL 100% municipally-sponsored site, which identifies the sewer service area in which each project is located.

    b. **Applications**: To the extent not done already, each Developer will be required to submit an application to the WTSA to obtain sewage capacity and approval for their respective projects and to connect to the sewer system. Any and all approvals of said applications will identify the number

of equivalent daily units ("EDU") of sewer capacity allocated to each project for which the Developers will be required to pay sewer use fees and sewer connection fees per EDU as applicable at the time of connection for sewer use fees and at the time an application for a permit to connect is submitted for sewer connection fees, as well any and all reasonable and lawful conditions applicable to each site and project. To the extent any such applications are decided prior to the Court's final approval of this Settlement Agreement at a fully-noticed Fairness Hearing before the Court ("Fairness Hearing Approval"), then any and all approvals of said applications will be subject thereto. Those Developers with projects in the Middlebrook and the Township Berkeley Heights sewer service areas will also be responsible for obtaining and paying for sewer capacity from Somerset Raritan Valley Sewerage Authority and Berkeley Heights, respectively, including but not limited to all application, sewer use, and sewer connection fees imposed by those public entities.

c. **Stage I/II and Stage IV Sewer Service Areas of WTSA**: The WTSA, PIRHL, Premier, and Chase recognize that sufficient sewer capacity does not currently exist for the PIRHL and Premier projects in the Stage I/II sewer service area or for a portion of the Chase project in the Stage IV sewer service area. Additional capacity will need to be obtained for each of those projects in the respective sewer service areas ("Anticipated Capacity"). The WTSA, PIRHL, Premier, and Chase further recognize that obtaining this Anticipated Capacity will take time, will involve matters that are outside the WTSA's authority or control, and will require additional costs to be allocated among the Parties in accordance with applicable law.

    i. After Fairness Hearing Approval, Premier and Chase each shall file for approval an application for a concept plan ("Concept Plan Application") for their respective projects for the approval of an agreement reserving any existing available capacity ("Existing Capacity") and/or Anticipated Capacity for when it becomes available. Premier and Chase may file a Concept Plan Application

before Fairness Hearing Approval, but any approval thereof shall be subject to Fairness Hearing Approval.

ii. The WTSA shall consider each completed Concept Plan Application at its next available public meeting. To the extent each Concept Plan Application is approved, the WTSA shall adopt a resolution approving a reservation agreement for any Existing Capacity and/or Anticipated Capacity in a form that includes the applicable terms in this Paragraph 17 and that is acceptable to the WTSA's Executive Director and Attorney ("Reservation Agreement"). The Reservation Agreement shall permit emergency connections, single connections for one EDU, and connections as may be ordered by a court of competent jurisdiction. The Reservation Agreement will require, among other things: (a) payment of a reservation deposit within 10 days of acceptance of reserved Existing Capacity and/or reserved Anticipated Capacity that has become available ("Available Anticipated Capacity") in the amount of $3,000.00 per EDU of accepted Existing Capacity and/or accepted Available Anticipated Capacity (which Chase may accept in three phases in accordance with Subparagraph iii below), which shall be applied toward the applicable connection fees or returned if not used in accordance with the Reservation Agreement; and (b) submission of an application to the WTSA for Preliminary Approval for the applicable project within 180 days of acceptance of reserved Existing Capacity and/or reserved Available Anticipated Capacity.

1. **Deposit for Reserved Capacity:** Failure to pay the reservation deposit shall result in the withdrawal of such Preliminary Approval and the withdrawal of reserved Existing Capacity and/or reserved Available Anticipated Capacity, as well as voiding *ab initio* any and all rights to reserved Existing Capacity and/or reserved Anticipated Capacity

under the Reservation Agreement. In the event that the reserved Existing Capacity and/or reserved Available Anticipated Capacity is utilized, then at the time of issuance of the connection permit for any unit or units of such capacity, the amount of the reservation deposit (with no interest being calculated thereon) for each EDU shall be credited in full against the current connection fees. In the event that the current connection fee is less than the reservation deposit, the remainder of the reservation deposit shall be paid to the property owner. In the event that the reserved Existing Capacity and/or reserved Available Anticipated Capacity is not utilized in the time required below, or the property owner elects to return the reserved Existing Capacity and/or reserved Available Anticipated Capacity rather than to utilize it, then the reservation deposit shall be returned to the property owner, without interest.

Notwithstanding the above, any property owner who has been offered and has accepted 50,000 gpd or more of reserved Existing Capacity and/or reserved Available Anticipated Capacity in any treatment plant may return up to 25% of such capacity for any reason and at any time prior to the property receiving preliminary approval from the Planning Board or other appropriate land use board. The applicant shall receive a proportionate refund, without interest, based upon the amount of reserved Existing Capacity and/or reserved Available Anticipated Capacity returned. In the event that the property owner elects to return the remainder of the reserved Existing Capacity and/or reserved Available Anticipated Capacity beyond the 25% returned, then the reservation deposit for such remaining reserved Existing Capacity and/or reserved

Available Anticipated Capacity shall be returned to the property owner, without interest, but only if and when another property owner is ready and able to accept such remaining reserved Existing Capacity and/or reserved Available Anticipated Capacity under the terms and conditions set forth herein and in the WTSA's Rules and Regulations.

2. **Utilization of Reservation Payment:** All monies received by the WTSA through reservation payments shall be deposited into the Revenue Account or equivalent account and utilized by the WTSA as general revenue, and no restrictions shall be placed on their use.

3. **Time Within Which Capacity Must Be Utilized:** In the event that the property is vacant (whether residential or commercial) and requires land use approval other than minor subdivision approval before development, then, in order to retain the reserved Existing Capacity and/or reserved Available Anticipated Capacity, the owner must submit an application to the WTSA for Preliminary Approval within 180 days of his acceptance of the reserved Existing Capacity and/or reserved Available Anticipated Capacity necessary for each project or, in the case of Chase, each phase of the project pursuant to Subparagraph iii below. For purposes of permitting the proposed development to be reviewed by the Township Planning Board or the Board of Adjustment, as the case may be, the WTSA will conditionally approve such an application, provided that it satisfies the WTSA's other requirements, which shall include adherence to the time limits set forth herein. The owner must submit a completed application for development to the Land Use Board with jurisdiction over the development within 180 days

of the WTSA's grant of Preliminary Approval and shall so notify the WTSA when such application has been made. In addition, the owner shall submit an application to the WTSA for Final Approval within three years of final land use approval from the Land Use Board having jurisdiction over the development.

Failure to comply with these time limits, unless otherwise relaxed by the WTSA upon a showing of good cause or special circumstances, shall result in the reserved Existing Capacity and/or reserved Available Anticipated Capacity being withdrawn from the property. The WTSA shall notify any property owner at least fifteen days in advance of the date on which reserved Existing Capacity and/or reserved Available Anticipated Capacity is to be withdrawn and shall permit the property owner to submit any information which he or she believes justifies an extension or relaxation of these time limits in his particular case.

4. **Non-Assignment and Non-transfer of Reservation Agreements:** The WTSA has determined that it will not approve assignment or transfer of Reservation Agreements or any rights thereunder to third-parties, except as follows: (i) Chase may assign only the Existing Capacity and/or Available Anticipated Capacity reserved for the Townhouse Component to a bona fide national or regional residential home builder that will develop the same property in the same manner for inclusionary housing contemplated under this Paragraph 17, subject to the Fairness Hearing Approval; and (ii) an assignment to a single purpose entity whose principals are the same or substantially the same as the underlying entity identified as a "Developer" in this Agreement (the "SPE"), provided the SPE will develop the same property in

the same manner for inclusionary housing contemplated under this Paragraph 17, subject to the Fairness Hearing Approval. For purposes of this section, the term "substantially the same" shall mean that the current principals singularly or collectively have a controlling interest in the new single purpose entity. Accordingly, in the event that a holder of a Reservation Agreement chooses to relinquish all or a portion of the capacity so reserved, that capacity shall be returned to the WTSA. No capacity, obtained pursuant to a Reservation Agreement, or any other method, shall be transferred from one property to another. Any and all capacity that a holder wishes to surrender must be returned to the WTSA. The capacity may not be transferred to a third-party, except as set forth above, or used by the holder in connection with any other property, except the property for which it was initially applied or reserved.

iii. Chase seeks an estimated total of 372 EDUs of sewer capacity for its project in the Stage IV sewer service area, which it may elect to develop in the following three phases: 115 EDUs in Phase 1 for the Townhouse Component; 220 EDUs in in Phase 2 for the Rental Component; and 37 EDUs in Phase 3 for the Hotel Component. Any Reservation Agreement with Chase will permit Chase to accept reserved Anticipated Capacity as it becomes available in tranches equal to these three phases.

iv. The WTSA will continue to extend the stay of approval of non-emergent applications in the Stage IV sewer service area as set forth in Resolution No. 18-30, pursuant to the terms thereof, until there is a decision at the Fairness Hearing before the Court or Chase enters into a Reservation Agreement, whichever is later.

v. Pursuant to Resolution No. 18-44, the WTSA approved a Reservation Agreement with PIRHL reserving a maximum of 85 EDUs of capacity for its project in the Stage I/II sewer service area. Any Reservation Agreement with Premier for its project in the Stage I/II sewer service area will be second in priority behind PIRHL.

vi. The K. Hovnanian project is in the Berkeley Heights sewer service area located in Warren Township. Upon submission of a Concept Plan Application by K. Hovnanian, WTSA shall reasonably cooperate with K. Hovnanian's efforts to connect its proposed inclusionary development to the Township of Berkeley Heights's sanitary sewerage system, including but not limited to reasonable attendance at meetings when available and executing reasonable agreements and amendments thereto to enable said connection in a form approved by the WTSA and acceptable to the WTSA's Executive Director and Attorney. If K. Hovnanian is not reasonably able to obtain the capacity needed for its project from the Township of Berkeley Heights or it is not reasonably practical to do so, then K. Hovnanian reserves its right to seek such capacity from the WTSA in the Stage I/II sewer service area, if possible. Nothing herein, however, guarantees that sewer service will be available or provided to K. Hovnanian for its project in the Stage I/II sewer service area at that time or that any application for sewer service for the K. Hovnanian project in the Stage I/II sewer service area will be approved at that time. Any such capacity for the K. Hovnanian project would need to be obtained via Anticipated Capacity in the Stage I/II sewer service area, and K. Hovnanian would be third in priority to the extent it received any Anticipated Capacity in the Stage I/II sewer service area behind PIRHL and Premier. To the extent K. Hovnanian seeks Anticipated Capacity in the Stage I/II sewer service area, it agrees to all the provisions and subparts of this Paragraph 17.

d. **Pro-Rata Share of All Costs to Obtain Anticipated Capacity:** The pro-rata share of all costs associated with the provision of Anticipated Capacity contemplated herein (this pro-rata share being in addition to connection and sewer use fees), if applicable, shall be in accordance with relevant and applicable New Jersey law. All fees, including but not limited to application fees, escrow fees, service fees, connection fees and any costs associated with the provision of sewerage capacity contemplated herein, shall be in accordance with relevant and applicable New Jersey law, including N.J.S.A. 40:14A-22 and N.J.S.A. 40:55D-1, et seq. The WTSA, Pihrl, Premier, and Chase reserve their rights as to the same and nothing herein shall waive or release those rights.

e. **Estimated Timeline:** Attached as **Exhibit E** to this Agreement is a summary of the manner and estimated timing of the process to seek the Anticipated Capacity which was prepared on or about June 26, 2018 (the "Estimated Timeline"). The Estimated Timeline states that it is based on the assumption that cured-in-place pipe or equivalent lining technology will be the primary mode of Inflow and Infiltration ("I&I") reduction and that it represents a best case scenario. The WTSA, PIRHL, Premier, and Chase acknowledge and agree that at the time the Estimated Timeline was provided, it was understood and agreed by them that it was an estimate at the time and that it may be modified and adjusted as further information was received, data gathered, and work performed. The WTSA, PIRHL, Premier, and Chase further acknowledge and agree that the WTSA will be required to engage third-party contractors through bid processes to perform the work to obtain the Anticipated Capacity and that the Estimated Timeline does not consider and would not be applicable to any sewer treatment plant modification options. The WTSA, PIRHL, Premier, and Chase acknowledge that the Estimated Timeline is a good faith estimate of the timing for the provision of Anticipated Capacity in the Stage I/II and Stage IV sewer service areas and that modifications to the Estimated Timeline may be made based upon force majeure factors or other reasons

which are beyond the reasonable control of the WTSA (including but not limited to contractor delays and disputes; weather restrictions, limitations, or prohibitions; contract negotiations; contract disputes; change orders; financing delays; financing or budget constraints; state permits/authorizations or compliance issues; engineering necessity; or changes in I&I reduction approach that may require additional studies, engineering, or any other factor that causes a deviation from the prescribed approach in **Exhibit E**). Nothing in the Estimated Timeline, however, is to be construed as a guarantee for the provision of such Anticipated Sewage capacity within the time frames set forth therein.

i. In the event modification of the Estimated Timeline is sought, the WTSA shall promptly, but not later than ten (10) business days from the identification of the reason for such a modification (the "Estimated Timeline Modification Notice"), inform PIRHL, Premier, Chase, K. Hovnanian, FSHC, and the Court Master (Frank Banisch or a successor appointed by the Court) as to the reason and extent of the modification to the Estimated Timeline.

ii. Upon receipt of the Estimated Timeline Modification Notice, the sewer engineers for each Party and PIRHL affected by the modification shall meet with the WTSA Executive Director within ten (10) business days to attempt to reach an agreement on the modification of the timeline. If an agreement can be reached, the Estimated Timeline shall be modified and replace the then-current **Exhibit E** attached to this Agreement, being renamed as the First (or Second, etc.) Amended Estimated Timeline and dated, without the need to seek or obtain Court approval.

iii. If an agreement cannot be reached, the Court Master will seek to resolve the matter as between or among the WTSA and each Party and/or PIRHL affected by the modification. In that situation, the Court Master shall have the authority to retain an engineer specializing in sewer matters for assistance in the review of any

engineering concerns raised in connection with a modification of the Estimated Timeline, with the allocation of the expert engineer's fees to be determined by the Court Master, subject to Court approval.

iv. If the matter is not resolved with the Court Master, the Parties reserve their rights at law, including but not limited to those under Paragraph 21 as applicable.

f. **Consideration of Alternative Methods:** In the event all the Anticipated Capacity is not obtained pursuant to the methods set forth in the then-current **Exhibit E**, the WTSA and the engineers for those developers that still need Anticipated Capacity (i.e., PIRHL, Premier, Chase, and/or if applicable, K. Hovnanian), and with notice to FSHC and the Court Master, will meet and confer regarding possible alternative methods, including of the potential to develop and execute a sump pump reduction plan.

g. **Payment of Costs for Requested Alternative Study or Analysis:** From September 28, 2018 forward, to the extent PIRHL, Premier, Chase, and/or K. Hovnanian seeks to have an alternative study or analysis performed to obtain Anticipated Capacity by methods other than those set forth in the then-current **Exhibit E**, then each and all such developers shall pay all costs for such alternative study or analysis and all costs incurred by the WTSA in connection therewith, with each such developer being responsible for its proportionate share. Prior to initiating any such alternative study or analysis, each such developer shall post in escrow with the WTSA an amount sufficient to cover the estimated costs for such alternative study or analysis.

h. **Quarterly Updates:** The WTSA shall provide FSHC, PIRHL, Premier, Chase, and K. Hovnanian with quarterly updates on February, May, August, and November 1 on each year of the status of the provision of Anticipated Capacity contemplated by Paragraph 17.c beginning on the first quarter after the execution of this Agreement, until such time that all such Anticipated Capacity has been provided.

i. The Parties, PIRHL, and the WTSA agree to the Court Master remaining in his appointment (subject to replacement by the Judge if necessary) until such time that all sewer capacity required for the inclusionary developments contemplated by this Agreement has been made available.

j. All rights and obligations detailed in this Paragraph 17 shall be subject to the issuance of Fairness Hearing Approval (whether conditional or unconditional) issued at or after the Fairness Hearing, with no appeal thereto either reversing the Fairness Hearing Approval or allowing any modifications to the Settlement Agreement that affects the requirements for sewerage capacity for the inclusionary developments contemplated by this Paragraph 17. Until such time as Fairness Hearing Approval is obtained, or if the matter is appealed, an appeal is successful in reversing the Fairness Hearing Approval or allowing any modifications to the Settlement Agreement that affects the requirements for sewerage capacity for the inclusionary developments contemplated by the Agreement, all parties agree to proceed with the rights and obligations detailed in this Paragraph 17 in anticipation of the issuance of a Fairness Hearing Approval and/or its affirmance on appeal.

18. All Parties to this Agreement are 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 all Parties as intervenors, but the absence of such an order shall not impact any Parties' rights to enforce this Agreement.

19. This Settlement Agreement must be approved by the Court following a fairness hearing as required by Morris County Fair Housing 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 the

fairness hearing. FSHC and the Developers agree not to challenge the proposed mechanisms to comply with the Township's fair share obligation as set forth on **Exhibit A** or any aspect of this Settlement Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate that the Township will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Settlement Agreement is rejected by the Court at a fairness hearing, it shall be null and void.

The Township agrees to issue a check directly to FSHC to cover FSHC's attorney fees and costs in the amount of $50,000 (the "FSHC Attorney Fees") within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed Fairness Hearing. The Township shall require reimbursement for the FSHC Attorney Fees from among the Developers in the following amounts:

a. American Properties: $6,493.60;
b. K. Hovnanian: $11,688.48;
c. Premier: $10,714.44; and
d. Chase: $21,104.20.

20. If an appeal is filed of the Court's approval or rejection of this Settlement Agreement, the Parties agree to defend this Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Settlement Agreement if this 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, including the WTSA solely with respect to Paragraph 17, shall have an obligation to fulfill the intent and purpose of this Agreement.

21. This Settlement Agreement may be enforced by the Parties through a motion to enforce litigant's rights or a separate action filed in Superior Court, Somerset County.

22. 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.

23. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

24. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

25. 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.

26. 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 this 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.

27. 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.

28. 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.

29. 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.

30. 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 this Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

31. 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.

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

TO FSHC:

Adam Gordon, 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 CHASE PARTNERSWARREN, LLC AND 284 KING GEORGE ROAD LLC:

Carl Goldberg
75 Eisenhower Parkway, Suite 180
Roseland, New Jersey 07068Telephone: (973) 852-1702
Facsimile:
E-mail: CarlGoldberg@canoebrook.com

Copy to:

Tracy A. Siebold, Esquire
Nehmad Perillo & Davis, PC
4030 Ocean Heights Avenue
Egg Harbor Township, NJ 08234
Telephone: (609) 927-1177
Facsimile: (609) 926-9721
E-mail: tsiebold@npdlaw.com

TO K. HOVNANIAN NORTH JERSEY ACQUISITIONS, LLC :

John Caniglia, Esq.
Area Counsel
110 Fieldcrest Avenue
Edison, NJ 08837
(732) 623-6826 - office
(732) 261-8951 - cell
jcaniglia@khov.com

Copy to:

Robert A. Kasuba, Esq.
Bisgaier Hoff, LLC
25 Chestnut Street
Suite 3
Hadonfield, NJ 08033

TO NORTH HILL DEVELOPERS, INC. AND HILLCREST CROSSING, LLC:

Anatol Hiller
929 US Highway 202
R08869aritan, New Jersey

Copy to:

Brett E. Tanzman, Esq.
Wilf Law Firm, LLP
820 Morris Turnpike
Suite 201
Short Hills, NJ
Phone: (973) 467-0300
Telecopier: (973) 467-4628
E-mail: Brett@wilf-law.com

TO AMERICAN PROPERTIES AT MOUNT BETHEL ROAD, LLC:

517 Route 1 South
Iselin, N 08830
Attn: Randy Csik, Managing Member

Copy to:

Ronald Shimanowitz, Esq
Hutt & Shimanowitz,
459 Amboy Avenue
Woodbridge, NJ 07095.

TO THE TOWNSHIP:

Mark M. Krane, Township Administrator
46 Mountain Boulevard
Warren, New Jersey 07059

Copy to:

Jeffrey B. Lehrer, Esq., Township Attorney
c/o DiFrancesco Bateman, et als P.C.
15 Mountain Boulevard
Warren, New Jersey 07058

TO THE WARREN TOWNSHIP SEWERAGE AUTHORITY:

Spencer T. Pierini, P.E.
Executive Director
Warren Township Sewerage Authority
46 Mountain Boulevard
Warren, NJ 07059

Copy to:

Derrick R. Freijomil | Partner
Riker Danzig Scherer Hyland & Perretti LLP
Headquarters Plaza | One Speedwell Avenue | Morristown NJ 07962-1981

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

On behalf of the **TOWNSHIP OF WARREN**:

By: _____
MAYOR VICTOR J. Sordillo

Dated: October 12, 2018

ATTEST:

by: _____
Cathy Reese, Township Clerk

On behalf of **THE WARREN TOWNSHIP SEWERAGE AUTHORITY (as to Paragraph 17 of this Agreement only)**

By: _____
Title: _____

Dated: _____, 2018

ATTEST

by: _____

On behalf of the **FAIR SHARE HOUSING CENTER**

By: _____
Title: _____

Dated: _____, 2018

On behalf of **Chase PartnersWarren, LLC and 284 King George Road, LLC**

By: CBD Number 101, LLC

By: _____
Jack Tycher, Manager

284 King George Road, LLC
By: Chase PartnersWarren, sole member
By: CBD Number 101, LLC

By: _____
Jack Tycher, Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

On behalf of the **TOWNSHIP OF WARREN**:

By: _____

Dated: _____, 2018

ATTEST:

by: _____
Cathy Reese, Township Clerk

On behalf of **THE WARREN TOWNSHIP SEWERAGE AUTHORITY (as to Paragraph 17 of this Agreement only)**

By: _____
Title: _____

Dated: _____, 2018

ATTEST

by: _____

On behalf of the **FAIR SHARE HOUSING CENTER**

By:_____
Title: _____

Dated: _____, 2018

On behalf of **Chase PartnersWarren, LLC and 284 King George Road, LLC**

Chase PartnersWarren, LLC
By: CBD Number 101, LLC

By:_____
Jack Tycher, Manager

284 King George Road, LLC
By: Chase PartnersWarren, sole member
By: CBD Number 101, LLC

By:_____
Jack Tycher, Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

On behalf of the **TOWNSHIP OF WARREN**:

By: _____

Dated: _____, 2018

ATTEST:

by: _____
Cathy Reese, Township Clerk

On behalf of **THE WARREN TOWNSHIP SEWERAGE AUTHORITY (as to Paragraph 17 of this Agreement only)**

By: _____
Title: Vice Chairman

Dated: 10/17, 2018

ATTEST

by: _____
WTSA Exec. Director

On behalf of the **FAIR SHARE HOUSING CENTER**

By: _____
Title: _____

Dated: _____, 2018

On behalf of **Chase PartnersWarren, LLC and 284 King George Road, LLC**

By: CBD Number 101, LLC

By: _____
Jack Tycher, Manager

284 King George Road, LLC
By: Chase PartnersWarren, sole member
By: CBD Number 101, LLC

By: _____
Jack Tycher, Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year indicated below.

On behalf of the **TOWNSHIP OF WARREN**:

By: _____

Dated: _____, 2018

ATTEST:

by: _____
Cathy Reese, Township Clerk

On behalf of **THE WARREN TOWNSHIP SEWERAGE AUTHORITY (as to Paragraph 17 of this Agreement only)**

By: _____
Title: _____

Dated: _____, 2018

ATTEST

by: _____

On behalf of the **FAIR SHARE HOUSING CENTER**

By: _____
Title: ADAM GORDON, ASSOCIATE DIRECTOR

Dated: OCTOBER 15, 2018

On behalf of **Chase PartnersWarren, LLC and 284 King George Road, LLC**

By: CBD Number 101, LLC

By:_____
Jack Tycher, Manager

284 King George Road, LLC
By: Chase PartnersWarren, sole member
By: CBD Number 101, LLC

By:_____
Jack Tycher, Manager

On behalf of **K. HOVNANIAN NORTH JERSEY ACQUISITIONS, LLC**

By: _____
Barry McCarron

Title: Division President

Dated: October 12, 2018

On behalf of **HILLCREST CROSSING, LLC, D/B/A PREMIER DEVELOPERS**

By: _____

Title: _____

Dated: _____, 2018

On behalf of **NORTH HILL DEVELOPERS, INC.**

By_____

Title: _____

Dated: _____, 2018

On behalf of **AMERICAN PROPERTIES AT MOUNT BETHEL ROAD, LLC**

By:_____
Randy Csik, Managing Member

Dated: _____, 2018

On behalf of **K. HOVNANIAN NORTH JERSEY ACQUISITIONS, LLC**

By: _____

Title: _____

Dated: _____, 2018

On behalf of **HILLCREST CROSSING, LLC, D/B/A PREMIER DEVELOPERS**

By: _____
ANATOL HILLER

Title: MANAGING MEMBER

Dated: OCT. 12th, 2018

On behalf of **NORTH HILL DEVELOPERS, INC.**

By _____
ANATOL HILLER

Title: MANAGING MEMBER

Dated: OCT 12th, 2018

On behalf of **AMERICAN PROPERTIES AT MOUNT BETHEL ROAD, LLC**

By: _____
Randy Csik, Managing Member

Dated: _____, 2018

On behalf of **K. HOVNANIAN NORTH JERSEY ACQUISITIONS, LLC**

By: _____

Title: _____

Dated: _____, 2018

On behalf of **HILLCREST CROSSING, LLC, D/B/A PREMIER DEVELOPERS**

By: _____

Title: _____

Dated: _____, 2018

On behalf of **NORTH HILL DEVELOPERS, INC.**

By_____

Title: _____

Dated: _____, 2018

On behalf of **AMERICAN PROPERTIES AT MOUNT BETHEL ROAD, LLC**

By:_____
Randy Csik, Managing Member

Dated: 10/16, 2018

LIST OF EXHIBITS/SCHEDULES

EXHIBIT A-CREDITING SUMMARY
[SEE ATTACHED]

	A	B	C	D	E	F	G	H	I	J	K
2	1	**PRIOR ROUND - OBLIGATION**									
3	2	**Development**	**Type of development**	**Sale**	**Rental**	**RCA**	**Family Rental/Special Needs Bonus Credits**	**Total w/ bonus**			
4	3a	Pre-86-4 bds/spc needs (WarrenvilleRd)	Special Needs		4		1	5			
5	3b	Pre-86-3 bds/spc needs (MtHorebRd)	Special Needs		3		1	4			
6	4	Town Center	Family for-sale and rental	3	3		2	8			
7	5a	Township Affordable 100% WoodlandAcres (ownership)	Family for-sale	57				57			
8	5b	Township Affordable 100% WhisperingHills (rental)	Family rental		60		60	120			
9	5c	Township Affordable 100% LibertyCorner Village (rental)	Family rental		28		28	56			
10	6a	Coop Housing B114 L22.01 & 22.02	Special Needs		15		8	23			
11	6b	NJCP	Special Needs		6		6	12			
12	7	Chelsea 1	Assisted Living		8			8			
13	8	Jontoni	Special Needs		10		10	20			
14	9	RCA - New Brunswick	RCA			166		166			
15	10	Coop Housing B114.01 L73	Special Needs		10		10	20			
16	11	Mt. Bethel Village	Special Needs		10		10	20			
17	12	Substantial Compliance Bonus						24			
18	13	**Total ('87-99)**		**60**	**157**	**189**	**136**	**543**			
19	14										
20	15	**GAP AND PROSPECTIVE NEED - CREDITS AS OF JULY 1, 2015**									
21	16										
22	17	RCA - Perth Amboy	RCA			85		85			
23	18	Promenade	Age-restricted for-sale	42				42			
24	19	Chelsea II	Assisted Living		7			7			
25	20	Whispering Hills	Extensions of controls		60			60			
26	21	Mt Bethel Village	Special Needs		31		30	61			
27	22	Brightview	Assisted Living		11			11			
28	23	**Total Credits (99-25)**		**42**	**109**	**85**	**30**	**266**			
29	24										
30	25	**GAP AND PROSPECTIVE NEED - CALCULATED NEED FOR 1999-2025 (PURSUANT TO N.J.A.C. 5:93-2.17, EXCLUDING REHABILITATION OBLIGATION)**									
31	26	Woodland Acres	Extensions of controls	57				57			
32	27	Mtn Blvd/Berlant (3 Sites)	Family rental		20		20	40			
33	28	Flag Plaza	Family rental		20		20	40			
34	29	American Prop: Mt Bethel Area	Family rental		25		25	50			
35	30	K Hov	Family for-sale	48				48			
36	31	Mt Horeb & Mt Bethel (Vincedes)	Family rental		8			8			
37	32	Wagner Farm -(Block 83, Lot 4)	Special Needs		32		32	64			
38	33	Hillcrest Crossing	Family rental		44		44	88			

	A	B	C	D	E	F	G	H	I	J	K
3	2	**Development**	**Type of development**	**Sale**	**Rental**	**RCA**	**Family Rental/Special Needs Bonus Credits**	**Total w/ bonus**			
39	34	North Hill Wash Valley	Special Needs		10		10	20			
40	35	Lindberg Ave Twp Project	Family rental		80		46	126			
41	36	Chase	Family rental and for-sale	8	67			75			
42	37	Additional Special Needs Bedrooms (5 by 6/1/21, remainder by 12/31/24)	Special Needs		25			25			
43	38	**Total Mechanisms to Address Calculated Need (99-25)**		**113**	**331**		**197**	**641**			

EXHIBIT B-LIST OF INCLUSIONARY/MUNICIPALLY-SPONSORED SITES

Project/Developer/SSA*	#-Market Rate Units	#-Affordable Units	Total Units
1. Berlandt (3 sites) [Middlebrook]	30 -rentals	20-rentals	50
B89 L4, B90 L2, B92 L1			
2. Flag Plaza [Middlebrook]	24-rentals	20-rentals	44
B88.04 L15			
3. American Properties [Stage IV]	80-for sale	25-rentals	105
B78 L15.01 & 15.02			
4. K. Hovnanian [Berkeley Heights]	144-for sale	48-for sale	192
B208 L4 & 10			
5. Checchio-former Vincendes Site [Middlebrook]	16-rentals	8 rentals	24
B71 L37.01			
6. Wagner Farm [septic] [Stages 1 & II]		32-special needs	32
B83 L4			
7. North Hill (Hiller) [Middlebrook]		10-special needs	10
B69 L8.01			
8. Hillcrest Crossing (Hiller) [Stages I & II]	132-rentals	44-rentals	176
B205 L58, 59, 60,61, & 62			
9. PIRHL-Lindberg Avenue [Stages I & II]		80-rentals	80
B114 L22.03			
10. Chase Partners [Stage IV]	107-luxury townhouses 153-rentals	8-for sale 67-rentals	115 220
B85.01 L1, 2, 3 & 4	Total:	362	Total: 1,048

*SSA=Sewer Service Area

EXHIBIT C-RDA WITH PIRHL
[SEE ATTACHED]

REDEVELOPER AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF WARREN

AND

PIRHL ACQUISITIONS, LLC

This Redeveloper Agreement ("Agreement") is made as of February 1, 2018 by and between **the Township of Warren**, a municipal corporation of the State of New Jersey, County of Somerset, having an address at 46 Mountain Boulevard, Warren, NJ 07059 (hereinafter called **"Township"**),

and

PIRHL Acquisitions, LLC, an Ohio limited liability company, having an address at 5 Commerce Way, Suite 210E, Hamilton, New Jersey 08691 (hereinafter called **"Redeveloper"**) .

PREAMBLE

WHEREAS, by Resolution No. 2017-58, the Township Committee for the Township of Warren (the "**Township Committee**") designated as a non-condemnation redevelopment area, as defined in the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.* (the "**LRHL**") Block 114, Lot 22.03 (the "**Property**") and a portion of Lot 22.04 (the "**Easement Area**") as shown on the Tax Map of the Township of Warren, commonly known as the "Lindberg Avenue Redevelopment Area," which is identified with more particularity in Exhibit A to this Agreement, (collectively, the Property and the Easement Area are the "**Redevelopment Area**"); and

WHEREAS, by Ordinance No. 17-18 the Township Committee for the Township of Warren (the "**Committee**") adopted a redevelopment plan, as defined in the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. for the Redevelopment Area (the **"Redevelopment Plan"**); and

WHEREAS, the Township Committee adopted Resolution # 2018-46, on January 25, 2018 which designated PIRHL Acquisitions, LLC as the Redeveloper of the Property and the Project; and

WHEREAS, the Township is the Owner of the Property; and

WHEREAS, the Township desires to donate the Property to Redeveloper in consideration for the undertakings set forth herein below; and

WHEREAS, the Township desires to transfer the Property via a bargain and sale deed with covenant against Grantor's Acts to Redeveloper, for redevelopment of the Property with approximately 80-90 low and moderate income housing units and related improvements, (the "**Project**"), and desires to enter into this Agreement; and

WHEREAS, Redeveloper intends to accept the Property from the Township for redevelopment and construction of the Project and desires to enter into this Agreement; and

WHEREAS, pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20 *et seq.* (the "**LTTEL**"), the Township is authorized to enter into a financial agreement with a Department of Community Affairs (the "DCA")-approved urban renewal entity for the undertaking of a project set forth in a redevelopment plan adopted by a governing body pursuant to the LRHL (a "**Financial Agreement**"); and

WHEREAS, alternatively, the Township is also authorized pursuant to the New Jersey Housing and Mortgage Financing Agency Law of 1983, N.J.S.A. 55:14K-1 et seq, to enter into an agreement for payment in lieu of taxes with PIRHL Acquisitions, LLC (a "**PILOT Agreement**"); and

WHEREAS, the Township and PIRHL Acquisitions, LLC (or a wholly-owned urban renewal entity to be formed) will enter into either a Financial Agreement or a PILOT Agreement; and

WHEREAS, the Project will require approximately 21,000 gallons per day ("**gpd**") sewerage capacity; and

WHEREAS, the Township will enter into a new agreement with the Township of Berkley Heights which will, among other things, allocate 21,000 gpd of sewerage capacity to Redeveloper for the Project.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and further, to implement the purposes of the Local Redevelopment and Housing Law and the Redevelopment Plan, the parties hereto agree as follows:

SECTION 1. TOWNSHIP RIGHTS AND RESPONSIBILITIES

1.1 Cooperation

The Township agrees to consent to, cooperate with and/or support any applications which are consistent with the terms of the Redevelopment Plan or this Agreement, and to execute any documents required in connection with obtaining such approvals or any other land use, utility, transportation, environmental, financing commitments, permits, approvals, reviews, consents, licenses, leases, easements or grants, including, but not limited to, approval of any municipal, county, state or federal government, department, agency, authority, board or commission with jurisdiction over the Project, including building permits (the "**Governmental Approvals**") and otherwise to cooperate with the Redeveloper with respect thereto, including, but not limited to expediting review of plans by Township professionals, if necessary. Notwithstanding the foregoing or any other reference in this Agreement to cooperation by the Township, nothing herein shall be deemed to impose restrictions on the Township in the exercise of its police powers as a public entity nor shall such reference be

construed as a restriction on the Township's rights, duties and obligations to enforce any agreement (including this Agreement) in favor of the Township in connection with the Project.

1.2 Conveyance of Property; Financial Agreement.

1.2.1 Conveyance. Subject to the Redeveloper meeting its obligations as described in this Agreement, the Township agrees to convey the Property to the Redeveloper (or to a wholly-owned urban renewal entity in which the Redeveloper or its constituent members is a principal) at no cost. The Property shall be conveyed no later than 120 days from the New Jersey Housing and Mortgage Finance Agency's ("**NJHMFA**") written award of 9% tax credits (the "**Tax Credits**") to the Project, as that date may be extended by mutual agreement of the parties. Should the Redeveloper determine that the Project will remain competitive for purposes of qualifying for an award of Tax Credits, Redeveloper will pay the Township up to Fifteen Thousand ($15,000.00) Dollars per Unit to be constructed in consideration for the Township's conveyance of the Property to the Redeveloper.

1.2.1.1 Condition of Title.

The Township shall convey good and marketable fee simple title to the Property to Redeveloper, or to a DCA-approved urban renewal entity, at closing by delivery of a bargain and sale deed, free and clear of all liens, assessments, restrictions, encumbrances, easements, leases, claims or rights of use or possession, mechanic's liens related to the actions of the Township or other title objections except those matters that are reasonably acceptable to Redeveloper (the "**Permitted Title Exceptions**"), and insurable by a title insurance company licensed to do business in New Jersey at regular rates. Title to all rights of way and easements serving the Property shall be good, marketable and insurable.

1.2.1.2 Title Report.

Redeveloper shall obtain a title report and binder at Redeveloper's expense, together with appropriate endorsements, and will advise the Township in writing within sixty (60) days from the Effective Date (as defined in Section 19 herein) whether title to the Property is acceptable to Redeveloper. In the event that title to the Property is not acceptable, Redeveloper shall so notify the Township in writing (the "**Title Notice**") of Redeveloper's specific objection(s) thereto (the "**Unacceptable Matters**").

1.2.1.3 Unacceptable Matters.

(a) Within thirty (30) days following the Township's receipt of the Title Notice, the Township must give Redeveloper written notice (the "**Township's Title Notice**") of which Unacceptable Matters the Township is unwilling to remove (other than those matters the Township is obligated to remove pursuant to Section 1.2.1.1 above).

(b) In the event that the Township elects, in the Township's Title Notice, not to remove any particular Unacceptable Matter noted in the Title Notice then, within five (5) days following Redeveloper's receipt of the Township's Title Notice, Redeveloper must elect, at Redeveloper's option, to (1) accept title to the Property subject to Unacceptable Matters that the Township has indicated in the Township's Title Notice that the Township is unwilling to remove, and proceed to closing on the Property as contemplated hereunder; or (2) terminate this Agreement. In the event that Redeveloper elects to proceed to closing with any Unacceptable Matters remaining on title, such Unacceptable Matters shall be deemed to be Permitted Title Exceptions. If Redeveloper terminates this Agreement, neither party shall have any further liability hereunder, except those that specifically survive termination of this Agreement.

(c) At the Closing, the Township shall convey title to Redeveloper subject only to the Permitted Exceptions. Redeveloper shall have the right to pursue the rights and remedies

available pursuant to Section 5 of this Agreement, including, but not limited to specific performance in the event that the Township fails to remove any Unacceptable Matter that the Township is obligated to, or has agreed to remove, or title becomes affected by a lien or encumbrance between the date that the Permitted Title Exceptions are determined and the date of Closing and the Township fails to remove the same, where such failure is not cured on or before Closing.

1.2.1.4 Owner's Affidavit of Title.

At Closing, the Township shall execute and deliver to Redeveloper's title company, a standard seller's affidavit of title in form and substance reasonably acceptable to the Township and such title company.

1.2.1.5 Risk of Loss.

The Township shall bear the risk of loss through the date of Closing.

1.2.2 Financial Agreement/PILOT. The Township agrees to use good faith efforts to enter into either a Financial Agreement or PILOT by March 31, 2018. Such Financial Agreement or PILOT shall be with Redeveloper, or the affiliated entity established by Redeveloper to take title to the Property and/or the Project and provide for a payment in lieu of taxes pursuant to either the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-37 or the New Jersey Long Term Tax Exemption Law N.J.S.A. 40A:20-1, *et seq.* (to be determined in Redeveloper's sole discretion) at a rate of 5% of gross annual project revenues less utilities. The land upon which the housing to be constructed by Redeveloper, or its affiliated entity, shall be exempt from taxation during the period of the payment in lieu of taxes. During the period of construction, Redeveloper agrees to pay taxes on the assessed value of the Property as of the date of Closing; and the Township shall make no interim assessments for

improvements during the period between Redeveloper's taking title to the Property and the date the PILOT or Financial Agreement goes into effect. [Note: land taxes to be exempted from ad valorem taxes and included in PILOT payment].

1.3 Redevelopment Plan

On October 5, 2017, the Township adopted Ordinance #17-18 approving a Redevelopment Plan to permit the Project to be developed, constructed and operated consistent with the terms of this Agreement. A copy of the Redevelopment Plan is attached hereto as **Exhibit** C and made a part hereof.

1.4 Court Consent

The Township Committee represents it will incorporate the Project into its Fair Share Plan and Housing Element and its Affordable Housing Plan (the "**Affordable Plan**"). The Township Committee will endeavor to adopts its Affordable Plan and to obtain approval of inclusion of the Project in its Affordable Plan from the court having jurisdiction over its Fair Share Plan and Housing Element by May 15, 2018.

1.5 Reservation of Sewerage Capacity

The Township agrees to negotiate and enter into an agreement with the Township of Berkeley Heights, in the County of Union to provide sewerage capacity to the Project in the amount of 21,000 gpd and shall have a commitment to provide the sewage capacity prior to February 15, 2018. The Township agrees to provide Redeveloper with a resolution or will-serve letter relative to the reservation of sewage capacity in advance of the deadline for its application for an award of Tax Credits.

SECTION 2. REDEVELOPER RIGHTS AND RESPONSIBILITIES

2.0 **General**

2.0.1. Acquisition of Property. Redeveloper, or its designee, shall acquire good and marketable fee simple title to the Property by delivery of a bargain and sale deed no later than 180 days from NJHMFA's written award of Tax Credits to the Project, unless this date is extended by the Parties (the "**Closing**").

2.0.2 Pursuant to the terms of this Redevelopment Agreement, PIRHL Acquisitions, LLC shall be the designated redeveloper of the Property and shall have the exclusive right, in concert with the Township Committee (or a subcommittee thereof) to design, construct and operate the Project, as authorized by the Redevelopment Plan and all Governmental Approvals through completion of the Project. For the term of this Agreement pursuant to its provisions, the Township shall not have the right to designate any person or entity other than the Redeveloper (which the Redeveloper has been so designated);

2.0.3 The Redeveloper agrees to improve the Property in accordance with the Redevelopment Plan and this Agreement to construct the Project;

2.0.4. All improvements including design, development and construction for the Property shall be performed consistent with this Redevelopment Agreement and in accordance with the Redevelopment Plan. Further, the Redeveloper agrees to manage all development and improvements and shall be responsible to engage and manage all professionals and consultants, the construction manager and contractors and obtain all required Governmental Approvals and permits for the Property as required pursuant to the Redevelopment Plan and consistent with the terms and conditions of this Redevelopment Agreement.

2.0.5 Redeveloper shall not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or marital status in the sale, lease, use or occupancy of the Project or the Property, or any portion thereof.

2.0.6 To the extent provided for by law, in the sale, lease or occupancy of the Project or any portion thereof, Redeveloper shall not effectuate or execute any covenant, lease agreement, conveyance or other instrument whereby the land or any improvement, building or structure erected on or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or marital status, and the Redeveloper, its successors and transferee(s) shall comply with all federal, state and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex or marital status.

2.1. Use of Contractors.

The Redeveloper will engage reputable consultants and contractors to perform the design, engineering, construction and improvements for the Project. Each consultant and contractor, where applicable, shall be licensed with the State of New Jersey, or provide proof that no such license is required. In addition, each contractor must guarantee the quality of their workmanship for a period of time that is standard in the particular industry, but in no event less than 1 year. In addition, each consultant and contractor must have liability insurance in full force and effect in amounts that are standard in the particular industry. The Redeveloper shall use its reasonable discretion to determine guaranties and liability insurance that are standard to a particular profession. If the Township identifies any local subcontractors that it believes should be given consideration to perform work on the Project, Redeveloper agrees to provide the names of such subcontractors to its general contractor, who will provide such subcontractors an opportunity to bid on work related to such subcontractors' respective fields of expertise.

2.2. Timing of Redevelopment Project.

2.2.1 Construction of Improvements for the Redevelopment Project shall begin within three (3) months of Redeveloper's receipt of all non-appealable Governmental Approvals, together with an approval of an allocation of Tax Credits and the commitment to provide first mortgage from the NJHMFA or other lender selected in Redeveloper's sole discretion. In the event that the Project is not allocated Tax Credits within the two (2) 9% Tax Credit application rounds following preliminary site plan approval of the Project, this Agreement may either (i) be extended by mutual agreement of the Parties, or (ii) be terminated by either party and neither party shall have any obligation to the other except as specifically survives this Agreement.

2.2.1 The Redeveloper's anticipated construction schedule for the Project (**"Redevelopment Project Schedule"**) shall be as follows:

(i) Redeveloper shall use good faith efforts to endeavor to obtain all approvals required by NJHMFA in order to make an application for the 2018 round of Tax Credits, including preliminary site plan approval and a New Jersey Department of Environmental Protection wetlands Letter of Interpretation, prior to the date applications for the 2018 round of Tax Credits are due;

(ii) Redeveloper shall use good faith efforts to endeavor to submit final site plan approval within ninety (90) days of receipt of an award of Tax Credits;

(iii) Redeveloper shall proceed in good faith and with continuity of purpose to obtain all other final and un-appealable Governmental Approvals on or before the 270th day after Redeveloper has obtained unappealable final site plan approval. To the extent reasonably requested by the Redeveloper, and the extent applicable, the Township shall provide assistance and support to the Redeveloper in connection

with any applications for any Governmental Approvals required to be obtained for or with respect to the Project;

(iii) Redeveloper agrees to proceed in good faith and with continuity of purpose to commence construction of the Project within ninety (90) days after the issuance of a Building Permit for the Project;

(iv) Redeveloper agrees to use commercially reasonable efforts to complete construction of the Project on or before thirty (30) months after issuance of a Building Permit for the Project.

If, subject to the provisions of this Agreement, the Redeveloper fails, or determines that it will fail, to meet any relevant date for the completion of a task set forth in the Redevelopment Project Schedule set forth above, for any reason, the Redeveloper shall promptly provide notice to the Township stating: (i) the reason for the failure or anticipated failure, (ii) the Redeveloper's proposed method for correcting such failure, (iii) Redeveloper's proposal for revising the time line and (iv) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the relevant dates set forth in the revised Redevelopment Project Schedule. Redeveloper's proposed revisions to the Redevelopment Project Schedule shall be subject to the Township's approval, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the parties acknowledge that this is a preliminary estimate of the Redevelopment Project Schedule. Redeveloper shall provide the Township with a schedule of Redeveloper's anticipated construction schedule within thirty (30) days of its receipt of an award of reservation of Tax Credits for the Project.

Notwithstanding any other provision in this Agreement, in the event that the Project is not allocated Tax Credits in the first 9% Tax Credit application round following preliminary site

plan approval of the Project, the Redevelopment Project Schedule is tolled until Redeveloper's receipt of an award of Tax Credits during the next 9% Tax Credit application round.

In the event that Redeveloper does not obtain all necessary Governmental Approvals for the Project on terms and conditions acceptable to Redeveloper in its sole discretion, or if Redeveloper determines that the Governmental Approvals for the Project cannot be obtained on terms and conditions acceptable to Redeveloper in its sole discretion, then Redeveloper shall have the right to terminate this Agreement upon written notice to the Township. No Governmental Approval shall be deemed to have been obtained (i) until the appeal period relating thereto has expired and no appeal has been taken; or (ii) if an appeal is filed within the applicable appeal period, until such appeal shall have been finally resolved in a manner sustaining the challenged Governmental Approval. If this Agreement is terminated pursuant to the terms of this Section 2.2.1, then except as expressly set forth herein to the contrary, this Agreement shall be of no further force and effect and the Parties hereto shall have no further rights, liabilities and/or obligations hereunder, it being understood and agreed that the Township may then freely negotiate with another potential redeveloper to redevelop the Property without interference from Redeveloper.

Notwithstanding the foregoing schedule, prior to the submission to the Planning Board, the Redeveloper shall present to the Township Committee (or a subcommittee thereof), all architectural and site plan drawings, reports and other submissions it will make to the Planning Board. The Township Committee (or a subcommittee thereof) shall have the right to request reasonable modifications to the aforesaid plans prior to their formal submission to the Planning Board within twenty (20) days of Redeveloper's submission. Notwithstanding the foregoing,

Redeveloper is under no obligation to incorporate any requested modifications so long as Redeveloper's submission satisfies the requirements of the Redevelopment Plan.

2.2.2 In addition to the covenants set forth in Section 2.6.5 below, the Property or any portion(s) thereof may require environmental remediation, mitigation or cleanup including but not limited to the agreed upon demolition of certain structures on the Property and the disposal of materials generated thereby, and the excavation and removal of contaminated soil, all in accordance with and as required by the NJDEP (collectively, the "**Environmental Remediation**"). In the event Environmental Remediation is needed, the timeframes in the Redevelopment Project Schedule shall be extended to account for the period of Environmental Remediation.

2.2.3 All construction shall be performed strictly in accordance with all applicable Federal, State, County and local statutes, ordinances, codes, regulations and restrictions. The Project shall be constructed wholly in accordance with the Redevelopment Plan, all permits and approvals, the Municipal Land Use Law (the "MLUL"), and Redeveloper shall diligently pursue completion of any Environmental Remediation and construction of the Project in accordance with the Redevelopment Project Schedule.

2.2.4 Upon request by the Redeveloper, the Township agrees that it will consider for approval, a request of the Redeveloper to amend the Redevelopment Plan to accommodate variations to the Project, provided such variations do not entail a modification of permitted uses, reduction in the number of affordable housing units or modification of any deed restriction, do not result in additional costs to the Township and are otherwise generally consistent with the intent and purpose of the Redevelopment Plan. The Parties agree that if the Redevelopment Plan needs to be amended for any reason in the future, that the Redeveloper

shall so request in writing with supporting documentation to the Township Committee, and the Township Committee (by and through its Township Administrator) shall provide a response within thirty (30) days. The reply will address only the conceptual response and any formal application to change the Redevelopment Plan must follow the requirements of applicable law.

2.2.5 Construction of the Project.

(a) Construction Hours. Construction practices and hours shall be in accordance with Township ordinances.

(b) Maintenance. During construction of the Project, the existing public roads impacted by the Project will be cleaned on a regular basis by Redeveloper; *provided, however,* that Redeveloper agrees to clean up such public roads within 24 hours of a specific, reasonable request by the Township that Redeveloper do so or by the close of the following business day, whichever is later. Notwithstanding the foregoing, the parties acknowledge that the this will be an active construction site and that, therefore, a certain amount of dust and debris is to be expected on the adjacent roads. Should Redeveloper fail to comply with this obligation, the Township will undertake street cleaning and charge Redeveloper for the costs of same. The Redeveloper shall cause the streets and sidewalks to be returned as reasonably close as possible to their pre-construction state if Redeveloper causes any damage to the streets or sidewalks.

(c) Pedestrian Access and Safety. Redeveloper will provide appropriate signage and crosswalks to the extent sidewalks adjacent to the Property may need to be closed from time to time during construction of the Project to ensure the continued flow of pedestrian traffic. Redeveloper shall supply to the Township Building Department plans and specifications providing for pedestrian safety at and across the Property as applicable. The Redeveloper shall keep any sidewalks abutting the Property clean and free of debris, ice and snow during the

construction of the Project.

(d) Construction Parking. The Redeveloper shall make arrangements with the Township Construction Official and the Township Police Department (and pay the applicable fees required by Township ordinances, if any) for off-street parking for construction vehicles and construction worker's vehicles, if such vehicles cannot be parked on the Project site itself. Such vehicles may not be parked on the adjacent street, which is subject to permit parking for Township residents. The Township agrees to place from time to time temporary "emergency, no parking" signs on the adjacent street as reasonably requested by Redeveloper to accommodate Redeveloper's construction activities.

(e) Preconstruction Meeting. There shall be a preconstruction meeting held at least ten (10) days prior to the Commencement of Construction, which meeting shall include the Township Construction Official, the Township Engineer, a representative from the Township Police Department, a representative from the Township Fire Department and representatives from the various utility companies.

2.3. Certificate of Completion.

The Redevelopment Project shall be deemed to be complete and a Certificate of Completion shall be issued by the Township at such time as the Redeveloper has completed the Project pursuant this Agreement as evidenced by the issuance of final certificates of occupancy for the Project (which issuance will be subject to the posting of a performance bond for completion of improvements not covered by the Certificate of Occupancy in accordance with the MLUL and Section 21 of this Agreement). Upon satisfactory completion of the Project, the Township in its reasonable discretion, agrees to issue Certificates of Completion in form and content satisfactory to counsel for the Redeveloper and the Township and in proper form for

recording, which shall acknowledge that the Redeveloper has completed performance of all of its duties and obligations under this Agreement. In the event that the Township shall fail or refuse to provide such Certificates of Completion within fifteen (15) days after written request by the Redeveloper, the Township shall provide the Redeveloper with a written statement setting forth in detail the reasons in which it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in default under this Agreement and what reasonable measures or acts will be necessary in the opinion of the Township in order for the Redeveloper to be entitled to such Certificate of Completion.

2.4. Approvals and Permits.

The Redeveloper shall be responsible to obtain any and all Governmental Approvals that are necessary in order to implement and complete the Redevelopment Project pursuant to the Redevelopment Plan. The Township will use its best efforts to cooperate with the Redeveloper in obtaining such Governmental Approvals or waivers from approvals or permits, where applicable, including but not limited to providing all written consents and authorizations necessary for Redeveloper's application for Governmental Approvals, waivers or permits.

The Redeveloper shall pay all the Township permit, application, escrow, and approval fees ("Township Fees") and other non-town fees for Governmental Approvals. In accordance with and as provided in the Funding Agreement pursuant to Section 22, Redeveloper shall deposit additional sums to the escrow in the event the Escrow Fund is insufficient to reimburse the Township for any Reimbursable Activities, as the terms "Funding Agreement" and "Reimbursable Activities" are defined in the Funding Agreement.

2.5. Entrance onto the Property.

While this Agreement is in effect, the Township shall permit Redeveloper, its employees, agents, contractors and subcontractors (collectively, with the Redeveloper, the "**Redeveloper Representatives**") to enter upon the Property at any time upon 48 hours' notice to the Township for the purpose of making surveys, taking measurements, performing test borings or other tests of surface and subsurface conditions, making structural engineering studies and inspecting the Property at Redeveloper's sole cost and expense. All such action taken by or on behalf of Redeveloper pursuant to this Agreement shall be in accordance with all applicable laws, rules and regulations of the appropriate governmental authorities having jurisdiction.

Prior to the Township's transfer of the Property to Redeveloper, Redeveloper shall not permit the creation of any lien in favor or any contractor, subcontractor, material man, mechanic, surveyor, architect or laborer in the employ or acting at the request or direction of Redeveloper or any agent of Redeveloper. Redeveloper hereby expressly agrees to protect, defend and indemnify the Township against and hold the Township harmless with respect to any claims, suits, losses, damages, liens, encumbrances or causes of action which arise out of or are in any way related to Redeveloper's activities at the Property, including without limitation, the Township's costs, expenses and reasonable attorneys' fees incurred in connection with defending against or clearing the Township's title to the Property of such claims, liens, encumbrances and causes of action.

2.6. Environmental Conditions.

The Township represents and warrants that, to the best of its knowledge, information and belief:

2.6.1 There has been no handling, use, generation, storage, disposal or existence of hazardous, petroleum or toxic materials ("Hazardous Substances") on or under the Property. For purposes of this Paragraph 2.6.1, Hazardous Substances shall include, without limitation, those defined by the Industrial Site Recovery Act ("**ISRA**"), the New Jersey Spill Compensation and Control Act, and the Comprehensive Environmental Response, Compensation and Liability Act (collectively, "**Environmental Laws**").

2.6.2 The Property has never been used as a landfill and/or for the disposal, storage, dumping or handling of any trash, debris, or of any waste as defined under any federal, state or local law, regulation or ordinance that would impede development and/or restrict Redeveloper's redevelopment of the Property.

2.6.3 The Township has not received any notice from any federal, state, or local authority with respect to any alleged violation of any statute, ordinance, or regulation applicable to the Property, or of the presence of any endangered species or of wetlands which would impede Redeveloper's redevelopment of the Property or Project.

2.6.4 Notwithstanding the foregoing, should Redeveloper determine, at any time prior to Closing, that there exists

i. any Hazardous Substance on or under the Property in amounts in excess of that permitted by law;

ii. any other violation of environmental law or regulation; and/or

iii. any endangered species or wetlands

the cost of remediation of which exceeds $200,000.00, Redeveloper may terminate this Agreement, whereupon this Agreement shall be null and void and of no further force and effect.

2.6.5 Subject to its right to terminate this Agreement pursuant to Section 2.6.4, and specifically excepting investigation and remediation of any Hazardous Substances of which the Township has knowledge,

(a) as between the Redeveloper and the Township, the Redeveloper agrees and specifically assumes any and all responsibility for the investigation and remediation of all Hazardous Substances, on, under or within the Property, as may be required by applicable Environmental Laws, and the Redeveloper shall bear all costs for such investigation and remediation of the Property;

(b) the Redeveloper shall use reasonable efforts to obtain all environmental approvals that may be required for the remediation of the Property; and

(c) any and all environmental costs shall be the sole responsibility of the Redeveloper; and

(d) without limitation on any obligation to defend and indemnify pursuant to this Agreement, and without limitation to such obligation which the Redeveloper may have as a matter of law, the Redeveloper shall indemnify, defend, release and hold the Township and its officials and agents harmless against (i) all claims or alleged claims and response costs and fines and penalties against the Township and its officials and agents or the Redeveloper by any governmental authority or third party due to Redeveloper's discharge of Hazardous Substances in excess of any limitations provided by applicable Environmental Laws, (ii) all claims or alleged claims against the Township and its officials and agents by any governmental authority or third party for injunctive relief related to Redeveloper's discharge of Hazardous Substances in excess of any limitations provided by applicable Environmental Laws, and (iii) all claims or

alleged claims of bodily injury or property damage asserted against the Township and its officials and agents by third Parties due to Redeveloper's discharge of Hazardous Substances in excess of any limitations provided by applicable Environmental Laws. The indemnity in this Section 2.6.5 shall survive termination of this Redevelopment Agreement.

2.7 Off-Site Improvements.

Redeveloper shall only be responsible for the installation or upgrading of infrastructure, whether on-site or off-site, required solely to construct and operate the Project. Notwithstanding any other provision of this Agreement or the Redevelopment Plan, Redeveloper will not be subject to any fees related to off-site improvements. The Township recognizes that this Agreement contemplates the development of an "affordable housing development" within the meaning of the Mount Laurel doctrine. This means the Township will refrain from imposing cost-generative requirements as required by N.J.A.C. 5:97-10.1 et seq.

SECTION 3. RESTRICTIONS ON USE AND ENCUMBRANCES

3.1. Effect of Covenants.

The covenants to be imposed upon the Redeveloper, its successors and assigns, pursuant to this Section 3 shall set forth that the Redeveloper and its successors and assigns shall construct only those uses established in the Redevelopment Plan and the approved site plan for the Project, as may be amended from time to time, subject to and by approval of the Township, and as required by the Court and Tax Credit regulations.

3.2. Term of Covenants And Restrictions.

The covenants and restrictions imposed upon the Redeveloper, its successors and assigns, pursuant to this Agreement, the LRHL and the LTTEL (if applicable), shall be deemed

satisfied and/or of no further force and effect and this Agreement shall terminate upon the issuance of the final Certificate of Completion for the Project referenced in Section 2.3 herein, as required by the Court and Tax Credit regulations; provided, however, that the covenants and 30-year affordable housing deed restrictions necessary to qualify and maintain the Project for inclusion in the Township's Fair Share Plan and Housing Element and approval by the Court as an affordable housing development for which the Township may receive credit pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 *et seq.* shall not be terminated by the issuance of the Certificate of Completion and Compliance.

SECTION 4. PROHIBITION AGAINST TRANSFER; PERMITTED TRANSFERS

Redeveloper is executing this Redevelopment Agreement governing all rights and obligations of Redeveloper and Township with respect to the Project and the Property. The Redeveloper has the right to form one or more affiliated entities with the same majority ownership as Redeveloper, including an urban renewal entity, to hold title or interest to the Project or the Property and develop, construct, maintain and/or operate the Property or the Project as contemplated hereunder and Redeveloper shall have the right to assign this Redevelopment Agreement in whole or in part to such affiliated entities, without the approval of the Township but upon written notice to the Township (a "**Permitted Transfer**"). In the event of such Permitted Transfer, the respective rights, duties and obligations of the Township shall not be diminished or modified as a result of Redeveloper's determination to make use of such affiliated entities and the Redeveloper's transferee shall become responsible for satisfaction of Redeveloper's duties and obligations hereunder and the Township shall look to such transferee for performance of such duties and obligations. Any bonding posted by the Redeveloper under

the MLUL shall also be transferred and/or assigned to such affiliate of Redeveloper upon the adoption of a Resolution of the Township Committee authorizing same.

Except as otherwise expressly set forth herein, the Redeveloper shall be without power to sell or lease (except to tenants in the ordinary course of business of operating the Project as contemplated hereunder or to an affiliated entity of Redeveloper) the Property or the Project.

SECTION 5. DEFAULT AND REMEDIES

5.1. Event of Default by Redeveloper.

It shall constitute an event of default hereunder if Redeveloper or its successor in interest shall default in or violate its obligations in a material respect with respect to its obligations under this Agreement, and any such default, violation, abandonment, or suspension does not arise out of a delay as a result of any pending or threatened administrative procedures or litigation and shall not be cured, ended, or remedied within ninety (90) days after written demand by the Township to do so, or such longer periods of time that may be mutually agreed upon if the event of default is incapable of cure within such period, provided that Redeveloper has commenced and is diligently prosecuting such cure (a "**Redeveloper Event of Default**").

Notwithstanding the foregoing, if, in the Redeveloper's reasonable judgment, changes to the Tax Credit rules enacted in the NJHMFA's Qualified Allocation Plan during the term of this Agreement make it unlikely that the Project will successfully compete for funding, the Redeveloper may terminate this Agreement, in which event this Agreement shall become null and void, and the Redeveloper and the Township shall have no further rights, obligations or liabilities hereunder except as otherwise specifically set forth in this Agreement.

5.2. Township's Remedies.

Upon the occurrence of any Redeveloper Event of Default, the Township shall have the right at its sole and absolute discretion, after expiration of the notice and cure period in 5.1, to terminate this Agreement and neither party shall have any further liability hereunder, except those that specifically survive termination of this Agreement, and upon such termination, Redeveloper will provide to the Township copies of all non-proprietary plans and due diligence documents in its possession related to the Project.

5.3. Event of Default by Township. It shall constitute an Event of Default hereunder if the Township shall commit any of the following (each, a **"Township Event of Default"**):

a. Failure to convey the Property to Redeveloper as set forth in Section 1.2;

b. Default in or violation of its obligations under any provision of this Agreement in a material respect, including but not limited to failure to perform within the specific time frames set forth herein, (unless such failure arises out of a delay as a result of any pending or threatened administrative procedures or litigation), and any such default, violation, abandonment, or suspension shall not be cured, ended, or remedied within ninety (90) days after written demand by Redeveloper to do so (or such longer period of time that may be mutually agreed upon if incapable of cure within such period, provided that the Township has commenced and is diligently prosecuting such cure). Notwithstanding the above, it is understood by Redeveloper that the time frames set forth herein require the adoption of ordinances and/or resolutions which also require participation from the public, the Planning Board, and other agencies having jurisdiction. As such, there are aspects of the specific time frames which are beyond the Township's control which shall preclude a Township Event of Default.

5.4. Redeveloper's Remedies. Upon the occurrence of any Township Event of Default, Redeveloper shall have the right at its sole and absolute discretion, after expiration of any notice and cure period in Section 5.3 above, to do the following:

a. Terminate this Agreement; or

b. Pursue any other remedies available at law or in equity, including, but not limited to, bring an action for specific performance hereunder, except as otherwise provided in this Agreement.

5.5. Other Rights and Remedies; No Waiver.

The parties shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purposes of this Section 5. Any delay in instituting or prosecuting any such actions, proceedings or otherwise asserting its rights under this Section 5 shall not operate as a waiver of such rights or to deprive a party of or limit its rights in any way, it being the intent of this provision that the party should not be constrained to exercise such remedy at a time when it may still hope otherwise to resolve the problems caused by the default involved; nor shall any waiver in fact made by any party with respect to a specific default under this Agreement be considered or treated as a waiver of rights of that party with respect to any other defaults by that party under this Section or with respect to the particular default except to the extent specifically waived in writing.

5.6 Rights and Remedies Cumulative.

The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party.

SECTION 6. NOTICES AND DEMANDS

6.1 Notices and Demands.

A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by overnight courier or delivered personally (and receipt acknowledged) to the parties at their respective addresses set forth herein, or at such other address or addresses with respect to the parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section 6. The addresses for the parties are as follows:

Township of Warren
Attn: Township Administrator
46 Mountain Boulevard
Warren, NJ 07059

Township of Warren
Attn: Municipal Clerk
46 Mountain Boulevard
Warren, NJ 07059

With a copy to:

Township of Warren
Attn: Township Attorney
Jeffrey B. Lehrer, Esq.
DiFrancesco, Bateman, Kunzman, Davis Lehrer & Flaum, P.C.
15 Mountain Blvd
Warren, NJ 07059

and

PIRHL Acquisitions, LLC
Attn: Lara Schwager
5 Commerce Way
Suite 210E
Hamilton, NJ 08691

With a copy to:

Katharine Coffey, Esq.
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054

SECTION 7. WAIVER

No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of any other party.

SECTION 8. REPRESENTATIONS

8.1 Legal Capacity.

Each party represents that it has the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth and as set forth in the Redevelopment Plan existing on the date of this Agreement.

8.2. Duly Organized.

Each party is duly organized and a validly existing legal entity under the laws of the State of New Jersey or the laws of such other jurisdictions of incorporation or formation and necessary resolutions have been duly adopted, authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on their behalf.

8.3 No Pending Litigation.

To the best of their respective knowledge, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist which questions the validity of this Agreement or any action or act taken or to be taken by it pursuant to this Agreement

8.4 No Violation of Agreements.

The execution and delivery of this Agreement and the performance hereunder by each party will not constitute a violation of any partnership agreement, articles of incorporation, limited liability company operating agreement, and/or stockholder agreement of such entity, or of any entity which holds an ownership interest therein, or of any agreement, mortgage, indenture, instrument or judgment to which it is a party.

8.5 Best Efforts.

Each will use its best efforts to assure the completion of the Project as specified in this Agreement.

8.6 Covenants and Restrictions.

The following covenants and restrictions are imposed upon Redeveloper, its successors and assigns, and are intended to run with the land until a Certificate of Completion has been issued for the Project:

8.6.1 Redeveloper shall construct the Project on the Property in accordance with, and subject to the terms of, the Redevelopment Plan, this Redevelopment Agreement, and all applicable laws and Governmental Approvals.

8.6.2 Except for Permitted Transfers, and subject to the terms hereof, prior to the issuance of a Certificate of Completion, Redeveloper shall not effect a transfer without the

written consent of the Township, which shall not be unreasonably withheld, conditioned or delayed.

8.6.3 In connection with its use or occupancy of the Project, Redeveloper shall not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status, and Redeveloper, its successors and assigns, shall comply with all Applicable Laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sexual orientation, sex or familial status.

8.6.4 Subject to and in accordance with the terms hereof, Redeveloper shall, upon completion of construction, obtain a Certificate of Occupancy and all other Government Approvals required for the occupancy and uses of the Property for the purposes contemplated hereby.

8.6.5 Subject to and in accordance with the terms hereof, the Project will not be developed, financed, constructed, operated and maintained at the expense of the Township.

8.6.6 Subject to and in accordance with the terms hereof, Redeveloper shall develop, finance, construct, operate and maintain the Project consistent with applicable laws, Government Approvals, the Redevelopment Plan, and this Redevelopment Agreement including the obligation to use commercially reasonable efforts to meet all deadlines and timeframes set forth in this Redevelopment Agreement.

8.6.7 Prior to the issuance of a Certificate of Completion, Redeveloper shall not encumber, hypothecate or otherwise use the Property, or any part thereof as collateral for any transaction unrelated to the Project.

8.6.8 Upon Redeveloper's acquisition of the Property, Redeveloper will promptly pay any and all taxes, service charges, special assessments or similar obligations when owed with respect to the Property.

8.6.9 In addition to the foregoing, the Redeveloper shall cause to be recorded against the Property prior to the issuance of any Certificate of Completion, a 30 year affordable housing restriction, in a form satisfactory to the Township Attorney, and in accordance with the requirements of the Fair Housing Act and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq., except as exempted by Section 42 of the Internal Revenue Code relative to Federal Low-Income Housing Tax Credits, in which case, Section 42 of the Internal Revenue Code shall control. Redeveloper acknowledges that the expiration of controls for ownership and rental units is governed by N.J.A.C. 5:80-26.5 and N.J.A.C. 5:80-26.11 respectively.

8.6.10 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, except as exempted by Section 42 of the Internal Revenue Code relative to Federal Low-Income Housing Tax Credits, in which case, Section 42 of the Internal Revenue Code shall control. The Township, as part of its Housing Element and Fair Share Plan, 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.

8.6.11 All new construction units shall be adaptable in conformance with N.J.S.A. 52:27D-311a et al. and all other applicable law.

8.6.12 Prior to occupancy of the Project, the Redeveloper agrees that the Township Committee shall have the right to review any tenant rules relative to the use and occupancy of the Project, or any portion thereof, including but not limited to any Project amenities.

SECTION 9. DELAYS; FORCE MAJEURE

a. For the purposes of any of the provisions of this Agreement, neither the Township nor the Redeveloper, as the case may be, nor any successor-in-interest, shall be considered in breach of, or default in, its obligations hereunder in the event of any delay in the performance of such obligations due to or arising from causes beyond its reasonable control and without its fault or negligence, including, but not restricted to: (i) acts of God, acts of the public enemy, acts or omissions of the other parties (including litigation by third parties), fires, floods, epidemics, quarantine restrictions, strikes, freight, energy shortages, embargoes, unusual or severe weather, or delays of consultants and contractors due to any of the foregoing such causes; (ii) actions or inactions by any federal, state or local governmental or quasi-governmental authority with respect to any required Governmental Approvals for the development of the Project

b. In the event that the Township or Redeveloper is unable to perform its obligations as a result of an occurrence of any such delay, the non-performing party shall provide the other party of notice of its inability to timely perform its obligation and its need for an extension to perform for the period of or impact of the delay within one hundred twenty (120) days of the occurrence of the event of the delay ("Force Majeure Notice"). Provided the non-performing party timely provides Force Majeure Notice, it is the purpose and intent of this provision that the time or times for performance of the obligations of the non-performing party shall be extended for the period of or impact of the delay.

SECTION 10. SEVERABIL1TY

The invalidity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof.

SECTION 11. SUCCESSORS BOUND

This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto and their successors by merger, liquidation or other reorganization, and their permitted assigns.

SECTION 12. GOVERNING LAW

This Agreement shall be governed by and construed by the laws of the State of New Jersey.

SECTION 13. TITLE OF ARTICLES

The titles of the several Articles of this Agreement, as set forth or at the heads of said Articles, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 14. COUNTERPARTS

This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

SECTION 15. EXHIBITS AND SCHEDULES

Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

SECTION 16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as provided herein.

SECTION 17. AMENDMENTS

This Agreement may only be amended in writing by mutual agreement of the parties.

SECTION 18. EFFECTIVE DATE

Anything herein contained to the contrary notwithstanding, the effective date (the "**Effective Date**") of this Agreement shall be the date, after adoption an authorizing Resolution by the Township Committee, when both of the parties hereto have executed and delivered this Agreement.

SECTION 19. ESTOPPEL CERTIFICATE

Within thirty (30) days following written request therefor by a party hereto, the other party shall issue a signed estoppel certificate either stating that this Agreement is in full force and effect and that there is no default or breach under this Agreement (nor any event which, with the passage of time or the giving of notice would result in a default or breach under this Agreement), or stating the nature of the default or breach or event, if any. In the event the estoppel certificate discloses such a default, breach or event, it shall also state the manner in which such default, breach and/or event may be cured.

SECTION 20 PERFORMANCE AND MAINTENANCE GUARANTEES

Redeveloper shall post performance and maintenance guarantees in accordance with the provisions of N.J.S.A. 40:55D-53 *et seq.* of the MLUL and all applicable laws, in the following

manner.

(a) Prior to the commencement of construction, a performance bond or irrevocable letter of credit (or such other form of guarantee allowed in accordance with the MLUL at the discretion of the Redeveloper) in a form reasonably acceptable to the Township Attorney (provided that the New Jersey Department of Community Affair's standard form shall be deemed reasonably acceptable to the Township Attorney) for those improvements for a which performance guarantee may be required pursuant to the MLUL and as may be required pursuant to the approved site plan and planning board resolution, in an amount not to exceed 120% of the cost of installation, which cost shall be determined by the Township Engineer according to the method of calculation set forth in N.J.S.A. 40:55D-53. Notwithstanding the foregoing, under no circumstances shall any form of performance guarantee be required for any building comprising the project.

(b) A maintenance guarantee in respect of those improvements which may be bonded in accordance with the MLUL in the form of a surety bond (or such other form of guarantee allowed in accordance with the MLUL at the discretion of the Redeveloper) for a period not to exceed two (2) years after final acceptable of improvement, in an amount not to exceed 15% of the cost of the improvement, which cost shall be determined by the Township Engineer according to the method of calculation set forth in N.J.S.A. 40:55D-53.

(c) If applicable, all bonds must name the Township as an obligee and Redeveloper shall deliver a copy of the all bonds to the Township prior to commencement of construction. To the extent that a surety bond is provided, it shall be provided by a

company licensed by the New Jersey Department of Banking and Insurance or otherwise authorized by the New Jersey Department of Banking and Insurance to do business in the State. In the event that any insurance company, financial institution or other entity issuing a performance guarantee herein, shall be insolvent or shall declare bankruptcy or otherwise be subject to reorganization, rehabilitation, or other action, whereby state or federal agencies have taken over management of the entity, within thirty (30) days notice from the Township, Redeveloper shall replace the bond.

(d) In the event any bond should lapse, be cancelled or withdrawn, or otherwise not remain in full force and effect as a result of any act or omission by Redeveloper, then until an approved replacement of the lapsed bond has been deposited with the Township, the Township may require Redeveloper to cease and desist any and all work on the project, unless the improvements required to be bonded have been completed and approved by the Township. In the event any bond shall lapse, be cancelled or withdrawn, or otherwise not remain in full force and effect through no act or omission of the Redeveloper, then unless Redeveloper fails to replace the bond within ten (10) business days of notice given to Redeveloper by the Township, the Township may require Redeveloper to cease and desist work on the project unless the improvements required to be bonded have been completed and approved by the Township.

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

(f) Any extension of the time allowed for installation of the improvements for which a performance guarantee has been provided and any release or partial release of any performance or guarantee provided pursuant to this Agreement shall be pursuant to the MLUL.

SECTION 21 ESCROW ACCOUNT TO COVER TOWNSHIP COSTS

Contemporaneously with the formal designation of the Redeveloper as the Redeveloper of the Project, an escrow account (the "**Escrow Account**") shall be established, having an initial balance of **FIFTEEN THOUSAND and 00/100 ($15,000) DOLLARS** to cover Township Costs (the "**Escrow Deposit**"). The Escrow Account shall be established pursuant to a Funding Agreement to be approved by Resolution of the Township Committee. Attached to this agreement as **Exhibit B** is a description of the Agreed upon procedure to be utilized in establishing, funding and replenishing the Escrow Account and in making disbursements therefrom. For purposes of this Agreement, the term "Township Costs" shall mean (i) all reasonable outside professional and consultant fees, out of pocket costs or expenses incurred by the Township arising out of or in connection with the preparation, performance, administration, or enforcement of this Redevelopment Agreement or arising out of or in connection with the Project, after the date of this Agreement; (ii) subject to Redeveloper's termination rights pursuant to Section 5.07 herein, litigation costs arising out of or in connection with a dispute with a third party with respect to this Redevelopment Agreement or the Project; and (iii) any other out of pocket fee, cost or expense reasonably incurred by the Township, after the date of this Agreement, to satisfy its obligations under this Agreement or in furtherance of the Project, but shall not include any and all costs incurred in connection with Redeveloper's site plan application to the Planning Board, which costs shall be governed by the escrow deposited by

Redeveloper in connection with such application in accordance with the MLUL and local land use ordinances.

SECTION 22 INSPECTIONS/INSURANCE

During the Township's ownership of the Property, Redeveloper hereby agrees to indemnify, defend and hold Township harmless from and against any and all liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys' fees and litigation costs) and judgments of any nature arising or alleged to arise from or in connection with any injury to, or death of, any person or loss or damage to property arising from or in connection with its inspections of the Property (the "Inspections"). Redeveloper also agrees to promptly reasonably restore the Property to the condition it was in immediately prior to performing any Inspections and to repair promptly any damage to the Property caused by Redeveloper, its agents, employees, contractors and consultants. The provisions of this Section shall survive any termination of this Agreement.

Prior to entering onto the Property for any Inspections during the Township's ownership of the Property, Redeveloper shall furnish to Township evidence satisfactory to Township that Redeveloper and any contractors and/or subcontractors entering onto the Property maintain Workers Compensation coverage in the statutory amounts, as well as comprehensive general public liability insurance with an insurer authorized to do business in New Jersey with a rating of A in Best's Key Rating Guide (or equivalent), or otherwise approved in writing by Township, against claims for bodily injury, death and property damage in a single limit amount of not less than One Million Dollars ($1,000,000) with respect to all claims for bodily injury or death and One Million Dollars ($1,000,000) with respect to all claims for property damage, including XCU and fire coverage, naming Township as an additional insured. The policies of insurance

required to be maintained by Redeveloper and its contractors pursuant to this paragraph shall provide that Township shall be given ten (10) days' prior written notice of the suspension, cancellation, termination, modification, nonrenewal or lapse of such policy or a material change in coverage thereunder.

In connection with Redeveloper's Inspections, Redeveloper shall not perform any invasive or analytical testing at the Property during the Township's ownership of the Property, without the prior written consent of Township, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Redeveloper shall have the right to perform geotechnical investigations of the Property upon 48 hours notice to the Township. The parties agree that the Inspections may be carried out by a consultant selected by Redeveloper in its sole discretion (the "Inspecting Consultant"), but the Inspecting Consultant may not be and no part of Inspections may be performed by any person who has applied for or received a temporary or permanent license pursuant to the New Jersey Licensed Site Remediation Professional ("LSRP") Program, as set forth in the New Jersey Site Remediation Reform Act ("SRRA"), NJSA 58:10c-1 et seq. Redeveloper shall not provide the Township or any person who has applied for or received a temporary or permanent license pursuant to the LSRP Program or any other person or private or public entity with any data or information derived as a result of Inspections or any opinions, conclusions or documents generated by the inspecting consultant as a result of the Inspections.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

THE TOWNSHIP OF WARREN, A MUNICIPALITY OF THE STATE OF NEW JERSEY

By: _____
Name: Victor J. Sordillo
Title: Mayor

Date: 2/1/18

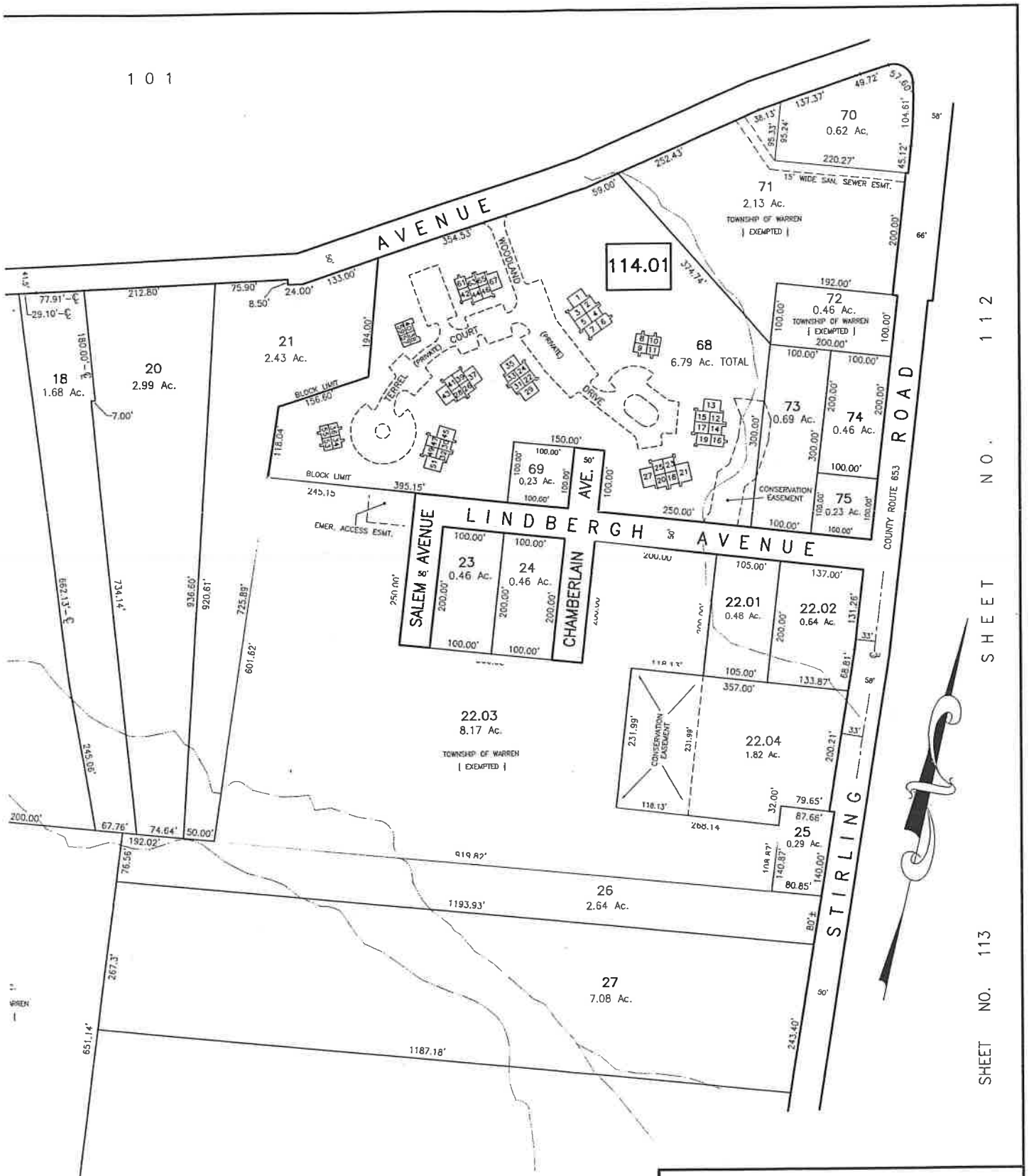
PIRHL ACQUISITIONS, LLC,
An Ohio limited liability company

By: _____
Name: David A. Burg
Title: Managing Director

Date: 2/1/2018

EXHIBIT A

Redevelopment Area



TAX MAP—102

TOWNSHIP OF WARREN

SOMERSET COUNTY NEW JERSEY

SCALE : 1"=100' DECEMBER, 1989

STEPHEN D. OMBALSKI, PE&LS

112 MAIN STREET

LEBANON, NEW JERSEY 08833

EXHIBIT B
ESCROW PROCEDURES

1. **Escrow Deposit**. The Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Township pursuant to the terms of the Redevelopment Agreement, including any applications for land use approvals that may be needed to implement the Redevelopment Plan. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Township, as "Escrowee", pursuant to the terms of this Agreement.

2. **Deposit and Administration of Escrow Funds**. The Escrow Deposit and all additions thereto shall be held by the Escrowee in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Agreement.

3. **Payments from the Escrow Funds. (a)** The Escrowee shall use the Escrow Deposit and all additions thereto to pay Township Costs in accordance with the provisions of the Redevelopment Agreement.

(b) Each payment for professional services charged to the Escrow Account shall be pursuant to a voucher from the professional or consultant, identifying the personnel performing services, each date the services were performed, the hours spent in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying the services performed. All professionals shall submit the required vouchers or statements to the Escrowee on a monthly basis in accordance with the schedule and procedures established by the Escrowee. The professionals or the Escrowee shall simultaneously send an informational copy of each voucher or statement submitted to the Escrowee to the Redeveloper; *provided,* that each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

4. **Accounting and Additional Deposits**. Provided that during such period the Township has expended any Township Costs, every thirty (30) days, the Escrowee shall prepare and send to the Redeveloper a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the Escrow Account. If at any time the balance in the Escrow Account is less than **TWO THOUSAND and 00/100 ($2,00.00) DOLLARS**, the Escrowee shall provide the Redeveloper with a notice of the insufficient Escrow Account balance. Redeveloper shall deposit to the Escrow Account additional funds such that the total amount on deposit shall be not less than **FIVE THOUSAND and 00/100 ($5,000.00) DOLLARS**, such deposit to be made within five (5) Business Days after the Escrowee's notice, failing which the Escrowee may unilaterally cease work without liability to the Redeveloper.

5. **Close Out Procedures**. Upon the issuance of a Certificate of Completion or other termination of this Agreement, the Redeveloper shall send written Notice by certified mail to the Escrowee requesting that the remaining balance of the Escrow Account be refunded, or

otherwise applied in accordance with the provisions of this Agreement. After receipt of such notice, the professional(s) shall render a final bill to Escrowee within 30 days, and shall send an informational copy simultaneously to the Redeveloper. Within 30 days after receipt of the final bill the Escrowee shall pay all outstanding bills and render a written final accounting to the Redeveloper. The Redeveloper will not be responsible for any additional charges once the final accounting has been rendered by the Escrowee in accordance with this section. This Section shall survive issuance of a Certificate of Completion or other termination of this Agreement.

6. Disputed Charges. (a) The Redeveloper may dispute the propriety or reasonableness of Township Costs paid out of the Escrow Account by written Notice to the Escrowee. A copy of such Notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written Notice of a disputed charge shall be given within 30 days after the Redeveloper's receipt of the informational copy of the professional's voucher, invoice, statement or bill, except that if the professional has not supplied the Redeveloper with an informational copy of the voucher, invoice, statement or bill, then the Redeveloper shall send Notice within 30 days after receipt of the first statement of activity against the Escrow Account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Redeveloper's acceptance of the charge and a waiver by the Redeveloper of all objections to the charge and to payment thereof out of the Escrow Account. The terms of this Section shall survive termination of this Agreement

(b) If the Escrowee and the Redeveloper cannot agree on the resolution of a disputed charge, the parties agree to arbitrate the matter, with a retired judge mutually agreeable to the parties acting as arbitrator. During the pendency of a dispute, the Escrowee shall not pay the disputed charges out of the escrow account, but may continue to pay undisputed charges out of the escrow account.

7. The terms of this exhibit shall survive termination of this Agreement.

EXPLANATION: This Ordinance adopts a Redevelopment Plan for an "area in need of redevelopment" known as the "Lindberg Avenue Redevelopment Area" consisting of Block 114, Lot 22.03 and a portion of Lot 22.04 as shown on the Tax Map of the Township of Warren in accordance with N.J.S.A. 40A:12A-7, and supplements and amends Chapter XVI entitled "Zoning" by the amendment of Section 16-3 entitled "Official Zoning Map and Interpretations", and the addition of new Section 16-19 entitled "Redevelopment Plans" and new Subsection 16-19.1 entitled "Lindberg Avenue Area (Block 114, Lot 22.03 & portion of Lot 22.04) Redevelopment Plan".

TOWNSHIP OF WARREN
ORDINANCE NO. 17-18

AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR AN "AREA IN NEED OF REDEVELOPMENT" KNOWN AS THE "LINDBERG AVENUE REDEVELOPMENT AREA" CONSISTING OF BLOCK 114, LOT 22.03 AND A PORTION OF LOT 22.04 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF WARREN IN ACCORDANCE WITH N.J.S.A. 40A:12A-7, AND SUPPLEMENTING AND AMENDING CHAPTER XVI OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WARREN ENTITLED "ZONING" BY THE AMENDMENT OF SECTION 16-3 ENTITLED "OFFICIAL ZONING MAP AND INTERPRETATIONS", AND BY THE ADDITION OF NEW SECTION 16-19 ENTITLED "REDEVELOPMENT PLANS" AND THE ADDITION OF NEW SUBSECTION 16-19.1 ENTITLED "LINDBERG AVENUE AREA (BLOCK 114, LOT 22.03 & A PORTION OF LOT 22.04) REDEVELOPMENT PLAN".

WHEREAS, the Township of Warren is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), to determine whether certain parcels of land within the Township constitute "an area in need of redevelopment"; and

WHEREAS, by Resolution No. 2016-221 dated October 6, 2016, the Warren Township Committee authorized and directed the Warren Township Planning Board to undertake a preliminary investigation and conduct a public hearing in order to determine whether or not Block 114, Lot 22.03 and a portion of Lot 22.04 as shown on the Tax Map of the Township of Warren (the "Study Area") is an "area in need of redevelopment" in accordance with the criteria set forth in N.J.S.A. 40A:12A-5 of the Redevelopment Law; and

WHEREAS, the Planning Board, pursuant to N.J.S.A. 40A:12A-6, undertook a preliminary investigation, conducted a public hearing on November 28, 2016 and reviewed a report entitled "Preliminary Redevelopment Area Study Lindberg Avenue Block 114, Lot 22.03" (the "Report") and, in consideration of the Report and the testimony presented, recommended to the Warren Township Committee by Resolution adopted December 19, 2016, that the Study Area be determined to be an "area in need of redevelopment"; and

WHEREAS, on January 26, 2017, the Warren Township Committee adopted Resolution No. 2017-58 authorizing the designation of the Study Area as an "area in need of redevelopment" pursuant to N.J.S.A. 40A:12A-1 et seq., and directed the Planning Board to cause to be prepared a redevelopment plan for the Study Area pursuant to N.J.S.A. 40A:12A-7f of the Redevelopment Law; and

WHEREAS, the Planning Board caused to be issued an "Amendment to the Master Plan Redevelopment Element of Warren Township" dated June 5, 2017 (the "Master Plan Amendment"), which Master Plan Amendment was adopted by Planning Board Resolution on August 28, 2017; and

WHEREAS, the Township Planner has prepared and submitted to the Township Committee a redevelopment plan entitled, "Lindberg Avenue Area (B114 L22.03 & Portion of 22.04) Redevelopment Plan" (the "Redevelopment Plan"), outlining the planning, development and redevelopment of the Redevelopment Area in accordance with the provisions of N.J.S.A. 40A:12A-7; and

WHEREAS, the Township Committee reviewed the Redevelopment Plan and finds the specifics of the Redevelopment Plan to be satisfactory; and

WHEREAS, the Township Committee now desires to adopt the Redevelopment Plan, a copy of which is attached hereto; and

WHEREAS, the Township Committee further desires to amend Chapter XVI entitled "Zoning" as set forth below to include (for reference purposes) the specific land use, bulk requirements, and design standards contained within the Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Warren, in the County of Somerset, State of New Jersey, as follows:

SECTION 1. The Redevelopment Plan attached hereto and made a part hereof as Exhibit A is hereby approved pursuant to N.J.S.A. 40A:12A-7 of the Redevelopment Law.

SECTION 2. Chapter 16 entitled "Zoning" of *The Revised General Ordinances of the Township of Warren*, as heretofore supplemented and amended, is hereby supplemented and amended by the amendment of Subsection 16-3.1 entitled "Official Zoning Map" of Section 16-3 entitled "Official Zoning Map and Interpretations" to designate Block 114, Lot 22.03 and a portion of Lot 22.04 as the "Lindberg Avenue Area Redevelopment Zone District" as shown on the Zoning Plan Amendment included in the Redevelopment Plan, and in accordance with the provisions of the Redevelopment Plan.

SECTION 3. Chapter 16 entitled "Zoning" of *The Revised General Ordinances of the Township of Warren*, as heretofore supplemented and amended, is hereby supplemented and amended by the addition of new Section 16-19 entitled "Redevelopment Plans" and Subsection 16-19.1 entitled "Lindberg Avenue Area (Block 114, Lot 22.03 & portion of Lot 22.04) Redevelopment Plan" to read as follows:

16-19 Redevelopment Plans

16-19.1 Lindberg Avenue Area (Block 114, Lot 22.03 & portion of Lot 22.04) Redevelopment Plan.

a. Block 114, Lot 22.03 and a portion of Lot 22.04 have been designated as the "Lindberg Avenue Area Redevelopment Zone District" pursuant to a Redevelopment Plan entitled "Lindberg Avenue Area (B114 L22.03 & Portion of 22.04) Redevelopment Plan", (the "Redevelopment Plan"), a complete copy of which is on file in the office of the Township Clerk.

b. **Land Use Plan.** The permitted uses and design standards within the Lindberg Avenue Area Redevelopment Zone District are detailed in the sections set forth below:

1. *Relationship of Plan to Township Plan Development Regulations.* The standards contained herein shall supersede any zoning standards existing prior to the adoption of the Redevelopment Plan and shall apply to any redevelopment or Rehabilitation project designed to implement the Redevelopment Plan, whether by a designated redeveloper or by private property owners. Where these regulations conflict with the Zoning Ordinance or other design standards, these regulations shall control. The continued use of existing properties made nonconforming by the adoption of the Redevelopment Plan is permitted until the Lindberg Avenue

Area Redevelopment District is to be redeveloped or substantially rehabilitated, at which time the provisions contained herein shall apply. If a particular land use or site standard is not covered in this redevelopment Plan, compliance with the Warren Township Zoning Ordinance or other applicable Township codes will be required.

2. *Exceptions to Standards.* Variation from the development requirements and design standards set forth herein may be necessary in certain limited circumstances, such as building size standards. In such instances, the Planning Board may grant reasonable exceptions from certain bulk, parking or design requirements if the designated redeveloper demonstrates that such design exception(s) will not substantially impair the intent of the Redevelopment Plan, and will not present a substantial detriment to the public health, safety and welfare.

To gain approval of such modification or waiver of a development requirement, the applicant shall demonstrate that the resulting change will:

(a) generally satisfy the Redevelopment Plan's goals and objectives;

(b) be designated in accordance with the Township's normally acceptable engineering, planning and/or architectural practices;

(c) not have an adverse impact on the physical, visual or spatial characteristics of the overall development plan for the Lindberg Avenue Area Redevelopment Zone District or adjacent or nearby properties;

(d) generally enhance the overall development plan for the Lindberg Avenue Area Redevelopment Zone District;

(e) not have an adverse impact on the physical, visual, or spatial characteristics of the existing streetscape in which such development is located or of the Redevelopment Plan; and

(f) not reduce the useful life or increase the cost of maintenance of the improvement to be modified or otherwise have an adverse impact on the long-term function of the development.

Deviations from the uses permitted in the Lindberg Avenue Area Redevelopment Zone District shall be permitted only by means of an amendment of this Redevelopment Plan by the Township Committee.

3. *Provisions Related to Rehabilitation.* No rehabilitation of buildings is proposed. The redevelopment site consists of vacant land.

4. *Provisions Related to Off-Site Improvements.* The extent of the redeveloper's responsibility for any installation or upgrade of infrastructure related to their project, whether on-site or off-site, will be outlined in a redeveloper's agreement with the Township Committee. Off-site responsibility for properties not covered under the redeveloper's agreement will be determined in the same manner as other development projects throughout the Township during the permit and/or site plan review phases.

All infrastructure improvements shall comply with applicable local, state and federal codes including the Americans with Disabilities Act. All streetscape improvements shall also comply with applicable standards found in this Redevelopment Plan. All utilities shall be placed underground, unless otherwise authorized by the Township Committee.

5. *Housing Development District Standards and Use Standards.* The objectives and standards set forth hereafter are designed to implement, in phases, the Affordable Housing Plan Element. The uses and standards for development are permitted only within the Lindberg Avenue Area Redevelopment Zone District as shown on the revised Official Zoning Map.

The intent and purpose of the Lindberg Avenue Area Redevelopment Zone District is to implement the Affordable Housing Plan Element of the adopted Master Plan of Warren Township. This subsection provides for the phased implementation of the zone. The objectives are to provide and encourage development of housing affordable to low- and moderate-income households as defined by the New Jersey Fair Housing Act, as well as middle-income, age-targeted and adult households.

6. *Development Standards and Requirements.*

Permitted Uses	Multi-family apartment buildings
Housing Units Permitted	No more than 125 dwelling units shall be permitted

Minimum Habitable Space income restricted affordable units*	Studio/1 bedroom-600 square feet for 2 bedroom - 725 square feet 3 bedroom - 825 square feet

*Habitable space shall be calculated by measurement of exterior walls.

The affordable housing bedroom distribution mix shall be as per UHAC regulations Section 5:80-26.3

Maximum Units Per Building	24 units/structure
Maximum Building Height	3 stories/40 feet
Setbacks:	
Front Yard from public street	25 feet
Front Yard from private street measured from curb line	10 feet
Side Yard	25 feet
Rear Yard	25 feet
Parking	Development shall meet Residential Site Improvement Standards; provided, however that a de minimus exception may be granted as per RSIS at the rate of 1.75 spaces per unit, recognizing that this development is a 100% affordable project.
Housing Affordability Requirements	All units shall be affordable pursuant Section 16-6 of this Chapter (Zoning Ordinance), unless Section 16-6 varies from Section 42 of the Internal

Revenue Code relative to Federal Low-Income Tax Housing Credits (as allowed by the Uniform Housing Affordability Controls), in which case, Section 42 of the Internal Revenue Code shall control.

Accessory Buildings and Uses. Any accessory use on the site customary and incidental to any use permitted in this district such as, but not necessarily limited to:

a. Maintenance and storage buildings (other than storage buildings used exclusively for the storage of hazardous materials); and
b. A community club house.

7. *Design Standards for Lindberg Avenue Area Redevelopment Zone District.* The general design theme for the Lindberg Avenue Area Redevelopment Zone District may be colonial, variations of a French provincial and mansard design. Signage and all other improvements shall be designed to follow the design theme to the extent possible. The following Design Standards shall apply to the Lindberg Avenue Area Redevelopment Zone District, and shall be utilized to carry out the design theme of the project.

(a) Applicability. These guidelines and standards shall apply to the entire development proposal within the Lindberg Avenue Area Redevelopment Zone District

(b) General Design Standards.

(1) All buildings should be designed with an eye toward architectural detailing that can be unique, and complement the appearance of adjacent structures.

(2) Buildings shall have varied and variegated facades. Use of texture and window variations shall be encouraged.

(3) Pitched roofs are required.

(4) Entryways shall give orientation and add aesthetically pleasing character to the front façade.

(5) Entrances shall include such features as canopies or porticos, overhangs, arcades, recesses/projections, raised corniced parapets over the doors, peaked roof forms and arches.

(c) Continuity of Treatment. The architectural treatment of a façade or roof shall be completely continued around all visibly exposed sides of a building. All sides of a building shall be architecturally designed so as to be consistent with regard to style, materials, colors and details. In the instance of multi-story buildings, the architectural treatment and building materials of the first floor shall be compatible with upper stories.

(d) Roof. The type, shape, pitch, texture and color of a roof shall be considered as an integral part of the design of a building and shall be architecturally compatible with the style, materials, color and details of such building. Pitched roofs shall be required. Roofs and rooflines shall conform to the following standards:

(1) No flat roof shall be permitted on any building.

(2) Architectural embellishments that add visual interest to roofs, such as dormers, belvederes, masonry chimneys and such similar elements shall be permitted, provided that same are architecturally compatible with the style, materials, colors and details of the building.

(3) For all roofs, the minimum permitted roof pitch shall be five on twelve.

(4) Roofline offsets shall be provided along any roof measuring longer than fifty (50) feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long roofline.

(e) Windows. Windows shall be architecturally compatible with the style, materials, colors and details of a building. Windows shall be vertically proportioned.

(f) Doors and Entrances. All entrances to a building shall be defined and articulated by utilizing such elements as lintels, pediments, pilasters, porticos, porches, overhangs, railings, balustrades and other such elements, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of such building.

(g) Physical Plant. All air-conditioning units, HVAC systems, exhaust pipes or stacks and elevator housing shall be shielded from view. Such shielding shall be accomplished by utilizing the walls or roof of the building and be designed to be architecturally compatible with the style, materials, colors and details of such building.

(h) Materials, Colors and Details. All materials, colors and details used on the exterior of a building shall be architecturally compatible with the style of such building, as well as with each other.

(i) Shutters. The use of shutters on building facades shall be encouraged.

(j) Lighting. Light fixtures attached to the exterior of a building shall be designed to be architecturally compatible with the style, materials, colors and details of such building and other lighting fixtures used on the site. Consideration shall also be given to the type of light source utilized and the light quality such produces. The type of light source

used on buildings, signs, parking area, pedestrian walkways and other areas of the Lindberg Avenue Area Redevelopment Zone District shall be the same or compatible. The use of low-pressure sodium or mercury vapor lighting either attached to buildings or to light the exterior of buildings shall be prohibited.

(k) All developers are encouraged to use energy saving materials and appliances.

8. *Parking Design Standards.*

(a) Provision of parking spaces. The design and number of parking spaces required per this Redevelopment Plan shall be provided in conformance with RSIS (NJAC 5:21-4.14 through 4.16).

(b) Screening. Where buffers are required in this Redevelopment Plan, there shall be provided along the exterior lot line of the development a continuous, year-round planting screen at least 6 feet in height. Particular attention shall be paid to adjacent single family homes.

9. *Streetscape/Landscape Design Standards.* Interior roadways shall provide streetscape elements including sidewalk, lampposts, benches, trash receptacles and planters.

Street trees shall be provided in accordance with all applicable Township Code requirements.

SECTION 4. A copy of this Ordinance and the Redevelopment Plan shall be forwarded, after introduction, to the Warren Township Planning Board for a Master Plan consistency review in accordance with N.J.S.A. 40A:12A-7e.

SECTION 5. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be deemed to be invalid, such adjudication shall apply only to such section, paragraph, subdivision, clause or provision and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 7. This Ordinance shall take effect upon (i) filing with the Somerset County Planning Board in accordance with the Municipal Land Use Law; and (ii) adoption and publication in the manner required by New Jersey law.

ORDINANCE NO. 17-18

ATTEST:

Cathy Reese, RMC
Township Clerk

TOWNSHIP OF WARREN

Carolann Garafola
Mayor

INTRODUCED September 7, 2017

ADOPTED October 5, 2017

EFFECTIVE October 12, 2017

LINDBERG AVENUE AREA (B114 L22.03 & PORTION of 22.04) REDEVELOPMENT PLAN

EXHIBIT A – ORDINANCE NO. 17-18

INTRODUCTION

On January 26, 2017, by Resolution No. 2017-58, the Township Committee of the Township of Warren (the "Township Committee") designated the Lindberg Avenue area (Block 114 Lot 22.03 & portion of Lot 22.04 the "Redevelopment Area") as "an area in need of redevelopment" pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.).The Township Committee then directed the Township Planner to prepare a redevelopment plan for the Redevelopment Area. This Redevelopment Plan (the "Plan") serves to fulfill the statutory requirements pursuant to the LRHL.

The Lindberg Avenue Redevelopment Plan:

- will become the formal planning document for redevelopment of the area;
- is a collaborative effort of the Township Committee and the Township's Planning Board (the "Board");
- presents a zoning plan and permitted uses and standards of the Redevelopment Area; and
- sets forth the implementation strategy of the Plan.

STATUTORY REQUIREMENTS

According to State statute, the Redevelopment Plan shall include an outline for planning, development, redevelopment or rehabilitation of the Redevelopment Area sufficient to indicate:

- its relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
- proposed land uses and building requirements in the Redevelopment Area;
- adequate provision for the temporary and permanent relocation as necessary of residents in the Redevelopment Area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
- an identification of any property within the Redevelopment Area which is proposed to be

acquired in accordance with the Plan; and

- any significant relationship of the Plan to:
  - the Master Plans of contiguous municipalities;
  - the Master Plan of the County in which the municipality is located and
  - the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" PL 1985, C398 (C52:18A-196 et al).

REDEVELOPMENT GOALS AND OBJECTIVES

The goals of the Plan are:

1. To transform underutilized and non-conforming property into a fully productive use and

2. To serve as the guiding document required for the Township Committee and Board for the area.

The objectives of the Plan are:

1. Revitalize the Redevelopment Area by providing opportunities for redevelopment of properties by redevelopers.

2. Create land use and building requirements specific to the Redevelopment Area that will promote the development of a pedestrian friendly and human scale neighborhood.

3. Utilize high quality design standards in construction of buildings and improvements.

4. Provide for a variety of affordable housing units.

STATEMENT OF STATUTORY COMPLIANCE

The Plan fully complies with State statutes.

Consistency with Local Objectives:

This Plan is sufficiently complete to define redevelopment, improvements, zoning changes, planning concepts and building requirements.

Proposed Land Uses and Bulk Requirements:

This Plan includes maps and text sufficient to describe proposed land uses and bulk requirements for the Redevelopment Area. The Township Committee and its designated redeveloper will comply with the "Relocation Assistance Law of 1967", P.L. 1967, c.79 and the Relocation Assistance Act, P.L. 1971, C. 362 if possible.

Identification of Property Proposed to be Acquired:

The Plan is sufficient to identify the property within the Redevelopment Area. No property is proposed to be acquired.

Relationship to local, County and State Plans:

The Plan conforms to the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.S. 1985. Its policy of providing appropriate densities to make efficient use of existing infrastructure, while maintaining the character of the Redevelopment Area in accordance with plan objectives.

This Plan is compatible with the Master Plans of adjacent municipalities and no community is remotely near the Redevelopment Area.

Relationship to Municipal Land Use Law:

This Plan is a part of the Master Plan and describes its relationship to the Municipal Land Use Law and creates no conflict with any development regulations.

Civil Rights and Affirmative Action:

The Township Committee agrees to take leadership within the community, to ensure compliance with Title VI of the Civil Rights Act of 1964, and Title VII as amended in March 1972 and with all the affirmative action requirements of the State of New Jersey, including those requirements of P.L. 1975 and the regulations issued by the State of New Jersey and the Township of Warren.

GENERAL PROVISIONS OF THIS PLAN

Land use provisions and building requirements for the Redevelopment Area are deemed necessary as minimum requirements in the interest of public health, safety, convenience and general welfare. They are intended to provide a frame of reference for physical development of the Redevelopment Area. Developers will be given flexibility in project planning and design so long as buildings and improvements reflect quality, permanence and physical integration through design elements. The Township Committee has not attempted in these controls to anticipate every possible design or land use solution. Rather, project proposals will be evaluated as to how they achieve the objectives of this Plan.

1. The Township Committee and the Board specifically reserve the right to review and approve the redevelopers' plan and specifications with respect to their conformance to this Plan. Such a review shall be based on submissions to the Board of a site plan and/or subdivision plan locating the proposed project in the Redevelopment Area; a site plan and/or subdivision plan that complies with Township site plan regulations illustrating all site features; and building elevations for all facades.

2. Subdivisions of lots and parcels of land within the Redevelopment Area shall be in accordance with requirements of this Plan, the Township Subdivision and Site Plan requirements and applicable requirements of the Township's Zoning Ordinance.

3. The redeveloper shall also comply with the requirements of the Local Redevelopment and Housing Law, P.L. 1992, Chapter 79.

LAND USE PLAN

The permitted uses and design standards within the Redevelopment Area and the design standards that apply to the Redevelopment Area are detailed in the District Standards and Design Standards sections set forth below.

Relationship of Plan to the Township Plan Development Regulations:

The standards contained within this Plan shall supersede the existing zoning of the Redevelopment Area and shall apply to any redevelopment or rehabilitation project designed to implement this Plan, whether by a designated redeveloper or by private property owners. Where regulations of this Plan conflict with the Zoning Ordinance or design standards, this Plan shall control. The continued use of existing properties made nonconforming by adoption of this Plan is permitted until the Redevelopment Area is to be redeveloped or substantially rehabilitated, at which time the provisions of this Plan shall apply. In the case where a particular land use or site

standard is not covered in this Plan, compliance with the Township's Zoning Ordinance or other applicable Township codes will be required.

Exceptions to Standards:

Variation from the development requirements and design standards set forth by this Plan may be necessary in certain limited circumstances, such as the building size standards. In such instances, the Board may grant reasonable exceptions from certain bulk, parking or design requirements if the designated redeveloper demonstrates that such design exception(s) will not substantially impair the intent of the Plan and will not present a substantial detriment to the public health, safety and welfare.

To gain approval of such modification or waiver of a development requirement or design standard, the applicant shall demonstrate that the resulting change will:

1. generally satisfy the Plan's goals and objectives;

2. be designated in accordance with the Township's normally acceptable engineering, planning and/or architectural practices;

3. not have an adverse impact on the physical, visual or spatial characteristics of the overall development plan for the Redevelopment Area or adjacent or nearby properties;

4. generally enhance the overall development plan for the Redevelopment Area;

5. not have an adverse impact on the physical, visual or spatial characteristics of the exiting streetscape in which such development is located or of this Plan; and

6. not reduce the useful life or increase the cost of maintenance of the improvement to be modified or otherwise have an adverse impact on the long-term function of the development.

Deviations from the uses permitted in the Redevelopment Area shall be permitted only by means of an amendment of this Plan by the Township Committee.

Provisions Related to Rehabilitation:

No rehabilitation of buildings is proposed. The redevelopment site consists of vacant land.

Provisions Related to Off-Site Improvements:

The extent of the redeveloper's responsibility for any installation or upgrade of infrastructure related to their project, whether on-site or off-site, will be outlined in a redeveloper's agreement with the Township Committee. Off-site responsibility for properties not covered under the redeveloper's agreement will be determined in the same manner as other development projects throughout the Township during the permit and/or site plan review phases.

All infrastructure improvements shall comply with applicable local, state and federal codes including the Americans with Disabilities Act. All streetscape improvements shall also comply with applicable standards found in this Plan. All utilities shall be placed underground, unless otherwise authorized by the Township Committee.

Housing Development District Standards and Use Standards:

The objectives and standards set forth hereafter are designated to implement, in phases, the Affordable Housing Plan Element. The uses and standards for development are permitted only within the Redevelopment zone as shown on the revised Official Zoning Map.

The intent and purpose of the Lindberg Avenue Redevelopment Zone is to implement the Affordable Housing Plan Element of the adopted Master Plan of Warren Township. This subsection provides for the phased implementation of the zone. The objectives are to provide and encourage development of housing affordable to low and moderate income households as defined by the New Jersey Fair Housing Act, as well as middle income, age targeted and adult households.

Development Standards and Requirements:

Permitted Uses	Multi-family apartment buildings
Housing Units Permitted	No more than 125 dwelling units shall be permitted
Minimum Habitable Space for income restricted affordable units*	Studio/1 bdrm unit - 600 square feet 2 bdrm unit - 725 square feet 3 bdrm unit - 825 square feet

*Habitable space shall be calculated by measurement of exterior walls.

The affordable housing bedroom distribution mix as per UHAC regulations Section 5:80-26.3

Maximum Units Per Building	24 units/structure

Maximum Building Height	3 stories/40 feet
Setbacks:	
Front Yard from public street	25 feet
Front Yard from Private Street measured from curb line	10 feet
Side Yard	25
feet Rear Yard	25
feet	
Parking	Development shall meet Residential Site Improvement Standards; provided however that a de minimum exception may be granted as per RSIS at the rate of 1.75 spaces per unit, recognizing that this development is a 100% affordable project
Housing Affordability Controls	All units shall be affordable pursuant to Section 16-6 of this chapter(zoning ordinance) unless Section 16-6 varies from Section 42 of the Internal Revenue Code relative to Federal Low-Income Tax Housing Credits (as allowed by the Uniform Housing Affordability Controls), in which case, Section 42 of the Internal Revenue Code shall control.
Accessory Buildings and Uses	Any accessory use on the site customary and incidental to any use permitted in this district such as, but not necessarily limited to:

c. Maintenance and storage buildings (other than storage buildings used exclusively for the storage of hazardous materials); and
d. A community club house.

Design Standards for Lindberg Avenue Redevelopment Area Zone:

The general design theme for the Redevelopment Area may be colonial, variations of a French provincial and mansard design. Signage and all other improvements shall be designed to follow the design theme to the extent possible. The following Design Standards shall apply to the Redevelopment Area, and shall be utilized to carry out the design theme of the project.

A. Applicability. These guidelines and standards shall apply to the entire development proposal within the Redevelopment Area.

B. General Design Standards.

1. All buildings should be designed with an eye toward architectural detailing that can be unique, and compliment the appearance of adjacent structures.
2. Buildings shall have varied and variated facades. Use of texture and window variations shall be encouraged.
3. Pitched roofs are required.
4. Entryways shall give orientation and add aesthetically pleasing character to the front facade.
5. Entrances shall include such features as canopies or porticos, overhangs, arcades, recesses/projections, raised corniced parapets over the doors, peaked roof forms and arches.

C. Continuity of Treatment. The architectural treatment of a façade or roof shall be completely continued around all visibly exposed sides of a building. All sides of building shall be architecturally designed so as to be consistent with regard to style, materials, colors and details. In the instance of multi-story buildings, the architectural treatment and building materials of the first floor shall be compatible with upper stories.

D. Roof. The type, shape, pitch, texture and color of a roof shall be considered as an integral part of the design of a building and shall be architecturally compatible with the style, materials, color and details of such building. Pitched roofs shall be required. Roofs and rooflines shall conform to the following standards:

1. No flat roof shall be permitted on any building.
2. Architectural embellishments that add visual interest to roofs, such as dormers, belvederes, masonry chimneys and such similar elements shall be permitted, provided

that same are architecturally compatible with the style, materials, colors and details of the building.

3. For all roofs, the minimum permitted roof pitch shall be five on twelve.
4. Roofline offsets shall be provided along any roof measuring longer than fifty (50) feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long roofline.

E. Windows. Windows shall be architecturally compatible with the style, materials, colors and details of a building. Windows shall be vertically proportioned.

F. Doors and Entrances. All entrances to a building shall be defined and articulated by utilizing such elements as lintels, pediments, pilasters, porticoes, porches, overhangs, railings, balustrades and other such elements, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of such building.

G. Physical Plant. All air-conditioning units, HVAC systems, exhaust pipes or stacks and elevator housing shall be shielded from view. Such shielding shall be accomplished by utilizing the walls or roof of the building and be designed to be architecturally compatible with the style, materials, colors and details of such building.

H. Materials, Colors and Details. All materials, colors and details used on the exterior of a building shall be architecturally compatible with the style of such building, as well as with each other.

I. Shutters. The use of shutters on building facades shall be encouraged.

J. Lighting. Light fixtures attached to the exterior of a building shall be designed to be architecturally compatible with the style, materials, colors and details of such building and other lighting fixtures used on the site. Consideration shall also be given to the type of light source utilized and the light quality such produces. The type of light source used on buildings, signs, parking areas, pedestrian walkways and other areas of the Redevelopment Area shall be the same or compatible. The use of low-pressure sodium or mercury vapor lighting either attached to buildings or to light the exterior of buildings shall be prohibited.

K. All developers are encouraged to use energy saving materials and appliances.

Parking Design Standards:

A. Provision of parking spaces. The design and number of parking spaces required per this Plan shall be provided in conformance with RSIS (NJAC 5:21-4.14 through 4.16).

B. Screening. Where buffers are required in this Plan, there shall be provided along the exterior lot line of the development a continuous, year-round planting screen at least 6 feet in height. Particular attention shall be paid to adjacent single family homes.

Streetscape/Landscape Design Standards:

Interior roadway shall provide streetscape elements including sidewalk, lampposts, benches, trash receptacles and planters.

Street trees shall be provided in accordance with all applicable Township Code requirements.

PROPERTY ACQUISITION AND RELOCATION

The Township Committee will not exercise its power of condemnation in the Redevelopment Area.

Relocation:

The Township Committee will provide all displaced tenants and landowners with the appropriate relocation assistance, pursuant to applicable State and Federal law, should relocation be necessary. The property is vacant and no relocation is anticipated.

PLAN RELATIONSHIP TO DEFINITIVE LOCAL OBJECTIVES

The redevelopment of Lindberg Avenue Redevelopment Zone was not specifically discussed in the Township's Master Plan; however, it is consistent with the Housing Plan objectives and principles of the Master Plan. Further, this Plan is a sub-element of the Master Plan.

RELATIONSHIP TO OTHER PLANS

This Plan has no impact upon the Master Plans of adjacent municipalities. No municipality is remotely contiguous to the Redevelopment Area.

State Development and Redevelopment Plan (SDRP):

The State Development and Redevelopment Plan (SDRP) places the Redevelopment Area in Planning Area 2 (PA2). This Plan is consistent with the planning goals and objectives of the SDRP which encourages infill development and redevelopment of areas containing

existing infrastructure.

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

Amending the Redevelopment Plan:

Upon compliance with the requirements of applicable law, the Township Committee of the Township may amend, revise or modify this Plan, as circumstances may make such changes appropriate.

Duration of the Redevelopment Plan:

This Plan, as amended, shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Township Committee.

Application for Development/Redevelopment:

No application for development or redevelopment in the Redevelopment Area may be filed with the Board until such time as the applicant/redeveloper has applied for and received a designation as a redeveloper from the Township Committee and has executed a Redevelopment Agreement with the Township Committee providing for the proposed application.

Conveyance of Land:

The Township Committee may sell, lease or otherwise convey to a redeveloper for redevelopment, subject to the restrictions, controls and requirements of this Plan, all or any portion of the land within the Redevelopment Area which becomes available to disposal by the municipality as a result of public action under this Plan. The Township Committee reserves the right to formulate an agreement under any of the above referenced arrangements and to enforce resale covenants.

Redevelopment Entity:

The Township Committee shall serve as the redevelopment entity hereunder.

DIFRANCESCO, BATEMAN, KUNZMAN,
DAVIS, LEHRER & FLAUM, P.C.
NJ Attorney ID No. 015241982
15 Mountain Boulevard
Warren, New Jersey 07059-5686
(908) 757-7800
Attorneys for Township of Warren

	:SUPERIOR COURT OF NEW JERSEY :LAW DIVISION: SOMERSET COUNTY :Docket No.:SOM-L-904-15
	(Mount Laurel) Civil Action
In the Matter of the Township of Warren for a Judgment of Compliance of its Third Round Housing Element and Fair Share Plan	**SUPPLEMENTAL CERTIFICATION OF JOHN T. CHADWICK, IV PP IN SUPPORT OF MOTION TO APPROVE THE PIRHL ACQUISITIONS,LLC AFFORDABLE HOUSING PROJECT**

John T. Chadwick, IV, P.P., certifies in lieu of oath or affidavit as follows:

1. I am the Township Planner for the Warren Township ("Township" or "Warren") and as such, am fully familiar with the affordable housing efforts undertaken by Warren Township. I submitted a detailed certification in support of the Township's pending motion for a Court order approving the PIRHL affordable housing project (the "PIRHL Project"). I make this supplemental certification in response to a request for additional information by Fair Share Housing Center ("FSHC") regarding the PIRHL Project. I make this supplemental certification based on

my personal knowledge as well as on my review of the information and documentation referred to in this certification.

2. In order to determine whether to support, oppose or take no position on the pending motion of the Township, FSHC has requested the following information: (i) a project schedule and explanation of features such as bedroom distribution and income split for the PIRHL Project; and (ii) an assurance from the Township that it will provide a resolution of intent to bond, if necessary, to support the PIRHL Project if funding is not received.

3. Lara Schwager, Vice President of Development for PIRHL, via email to Jeffrey Lehrer, Esq, Township Attorney, and me, provided the information with regard to the project schedule and cost. This email and the attachment including the information are attached to this certification as Exhibit A.

4. The project schedule is as follows:

a. PIRHL will submit an application for the Low-Income Housing Tax Credit (LIHTC) program sponsored by the New Jersey Housing and Mortgage Finance Agency (HMFA) by July 24, 2018. Based on the applicable criteria for funding, it is my opinion that the PIRHL Project is highly ranked and will be a highly competitive application in this year's round of funding.

b. According to the HMFA 2018 Qualified Allocation Plan timeline, the LIHTC award will be made in early November 2018.

c. Following the LIHTC award, PIRHL will submit a final site plan application to the Warren Township Planning Board (the "Planning Board"). It is anticipated that final site plan approval will be granted by the Planning Board by no later than April 2019.

d. Project commencement should begin in July 2019.

e. Marketing of the units will commence in May 2020, prior to the completion of construction.

f. Construction is anticipated to take fourteen (14) months, so that construction will be completed by September 2020.

g. Completion of leasing (full occupancy) will be completed by February 2021.

h. Final permanent closing is projected for May 2021.

5. According to this projected schedule, the construction and stabilization period is expected to take less than 24 months. In my opinion, this timetable is both practical and realistic considering the nature of the PIRHL Project.

6. PIRHL is anticipating total project costs of $19,750,000, which equates to an average per unit cost of $246,875.00.

7. As set forth in an email from Lara Schwager to Jeffrey Lehrer, which I have reviewed, the PIRHL Project will include 13 one bedroom units, 47 two bedroom units and 20 three bedroom units. A copy of this email is attached as Exhibit B.

8. COAH's Second Round Rules, N.J.A.C. 5:93, and New Jersey Uniform Housing Affordable Controls (UHAC), N.J.A.C. 5:80-26.1 et seq., require no more than 20% one bedroom units, at least 30% two bedroom units and at least 20% three bedroom units for low- and moderate-income housing. The PIRHL Project is in compliance with this requirements, as it will consist of 16.25% (13) one bedroom units, 58.75% (47) two bedroom units, and 25% (20) three bedroom units.

9. N.J.A.C. 5:80-26.3 also requires that at least 50% of affordable units be designated for low-income units while the remainder may be moderate-income units. For the purposes of the UHAC regulations, "low-income household" is defined as "a household with a total gross annual household income equal to 50 percent or less of the median income", and "moderate-income household" as "a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median income." N.J.A.C. 5:80-26.2. As indicated in Exhibit B, 50% (40) of the units will be designated for low-income households, with 11 units (13.75%) designated for very low income households. The remaining 40 units shall be designated for moderate-income households. Therefore, the distribution of low- and moderate income units is in compliance with the applicable UHAC requirements.

10. Based on the project scheduling information provided by PIRHL, it is reasonable to assert that this 100% affordable development has a strong likelihood of being available by September 2020, thus addressing a portion of the Township's obligation to provide additional affordable housing.

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

John T. Chadwick

Dated: June 4, 2018

{A1041818.1}

DiFrancesco Bateman
Kunzman, Davis, Lehrer & Flaum, P.C.

Susan Bateman <sbateman@newjerseylaw.net>

PROJECT SCHEDULE (A1041801x9D7D2).docx

1 message

Lara Schwager <lschwager@pirhl.com> Mon, Jun 4, 2018 at 12:53 PM
To: "sbateman@newjerseylaw.net" <sbateman@newjerseylaw.net>, Jeffrey Lehrer <jlehrer@newjerseylaw.net>, "jtcivplan@comcast.net" <jtcivplan@comcast.net>

Susan- attached please find our projected budget and schedule. Thank you Lara

2 attachments

PROJECT SCHEDULE (A1041801x9D7D2).docx
20K

ATT00001.txt
1K

Exhibit A

The project schedule is as follows:

- Application for LIHTC-July 24, 2018
- Award of LIHTC – early November 2018
- Anticipated Final Site Plan Approval- By April 2019
- Construction Commencement-July 2019
- Commencement of Marketing of Units-May 2020
- Completion of Construction-September 2020
- Completion of Leasing-February 2021
- Final Permanent Closing-May 2021

Anticipated costs:

- Total project cost-$19,750,000
- Cost per Unit-$246,875/unit

From: **Lara Schwager** <lschwager@pirhl.com>
Date: Thu, May 31, 2018 at 10:29 PM
Subject: RE: NJ eCourts CORRESPONDENCE Notification - Civil Case SOM-L-000904-15
To: Jeffrey Lehrer <jlehrer@newjerseylaw.net>, "Krane, Mark" <mkrane@warrennj.org>

We can confirm we are providing the following:

11 VLI >13%

13- 1BR so less than 20%

20-3BR greater than 20%

We have 40 units of low and 40 units of mod

Please let me know if you need anything else

Lara Schwager, Vice President of Development
E: lschwager@pirhl.com | P: 609-751-9664 | C: 732-672-7094 | F: 216-378-9691
5 Commerce Way, Suite 210E, Hamilton, NJ 08691

Exhibit B

EXHIBIT D-INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 2018

2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents**	Max Increase Sales***	Regional Asset Limit****
Region 1	Median	$63,597	$68,140	$72,682	$81,767	$90,853	$94,487	$98,121	$105,389	$112,657	$119,926	2.2%	5.52%	$175,679
Bergen, Hudson,	Moderate	$50,878	$54,512	$58,146	$65,414	$72,682	$75,589	$78,497	$84,311	$90,126	$95,940			
Passaic and	Low	$31,798	$34,070	$36,341	$40,884	$45,426	$47,243	$49,060	$52,695	$56,329	$59,963			
Sussex	Very Low	$19,079	$20,442	$21,805	$24,530	$27,256	$28,346	$29,436	$31,617	$33,797	$35,978			
Region 2	Median	$66,755	$71,523	$76,291	$85,828	$95,364	$99,179	$102,993	$110,622	$118,252	$125,881	2.2%	1.22%	$182,955
	Moderate	$53,404	$57,218	$61,033	$68,662	$76,291	$79,343	$82,395	$88,498	$94,601	$100,705			
Essex, Morris,	Low	$33,377	$35,762	$38,146	$42,914	$47,682	$49,589	$51,497	$55,311	$59,126	$62,940			
Union and Warren	Very Low	$20,026	$21,457	$22,887	$25,748	$28,609	$29,754	$30,898	$33,187	$35,475	$37,764			
Region 3	Median	$75,530	$80,925	$86,320	$97,110	$107,900	$112,216	$116,532	$125,164	$133,796	$142,428	2.2%	2.37%	$205,458
Hunterdon,	Moderate	$60,424	$64,740	$69,056	$77,688	$86,320	$89,773	$93,226	$100,131	$107,037	$113,942			
Middlesex and	Low	$37,765	$40,463	$43,160	$48,555	$53,950	$56,108	$58,266	$62,582	$66,898	$71,214			
Somerset	Very Low	$22,659	$24,278	$25,896	$29,133	$32,370	$33,665	$34,960	$37,549	$40,139	$42,728			
Region 4	Median	$69,447	$74,407	$79,368	$89,289	$99,209	$103,178	$107,146	$115,083	$123,020	$130,956	2.2%	5.19%	$186,616
Mercer,	Moderate	$55,557	$59,526	$63,494	$71,431	$79,368	$82,542	$85,717	$92,066	$98,416	$104,765			
Monmouth and	Low	$34,723	$37,204	$39,684	$44,644	$49,605	$51,589	$53,573	$57,541	$61,510	$65,478			
Ocean	Very Low	$20,834	$22,322	$23,810	$26,787	$29,763	$30,953	$32,144	$34,525	$36,906	$39,287			
Region 5	Median	$61,180	$65,550	$69,920	$78,660	$87,400	$90,896	$94,392	$101,384	$108,376	$115,368	2.2%	5.05%	$161,977
Burlington,	Moderate	$48,944	$52,440	$55,936	$62,928	$69,920	$72,717	$75,514	$81,107	$86,701	$92,294			
Camden and	Low	$30,590	$32,775	$34,960	$39,330	$43,700	$45,448	$47,196	$50,692	$54,188	$57,684			
Gloucester	Very Low	$18,354	$19,665	$20,976	$23,598	$26,220	$27,269	$28,318	$30,415	$32,513	$34,610			
Region 6	Median	$51,085	$54,734	$58,383	$65,681	$72,979	$75,898	$78,817	$84,655	$90,494	$96,332	2.2%	0.00%	$136,680
Atlantic, Cape	Moderate	$40,868	$43,787	$46,706	$52,545	$58,383	$60,718	$63,054	$67,724	$72,395	$77,066			
May, Cumberland,	Low	$25,543	$27,367	$29,192	$32,840	$36,489	$37,949	$39,409	$42,328	$45,247	$48,166			
and Salem	Very Low	$15,326	$16,420	$17,515	$19,704	$21,894	$22,769	$23,645	$25,397	$27,148	$28,900			

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

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

**This column is used for calculating the pricing for rent increases for units (as previosuly calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 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.

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

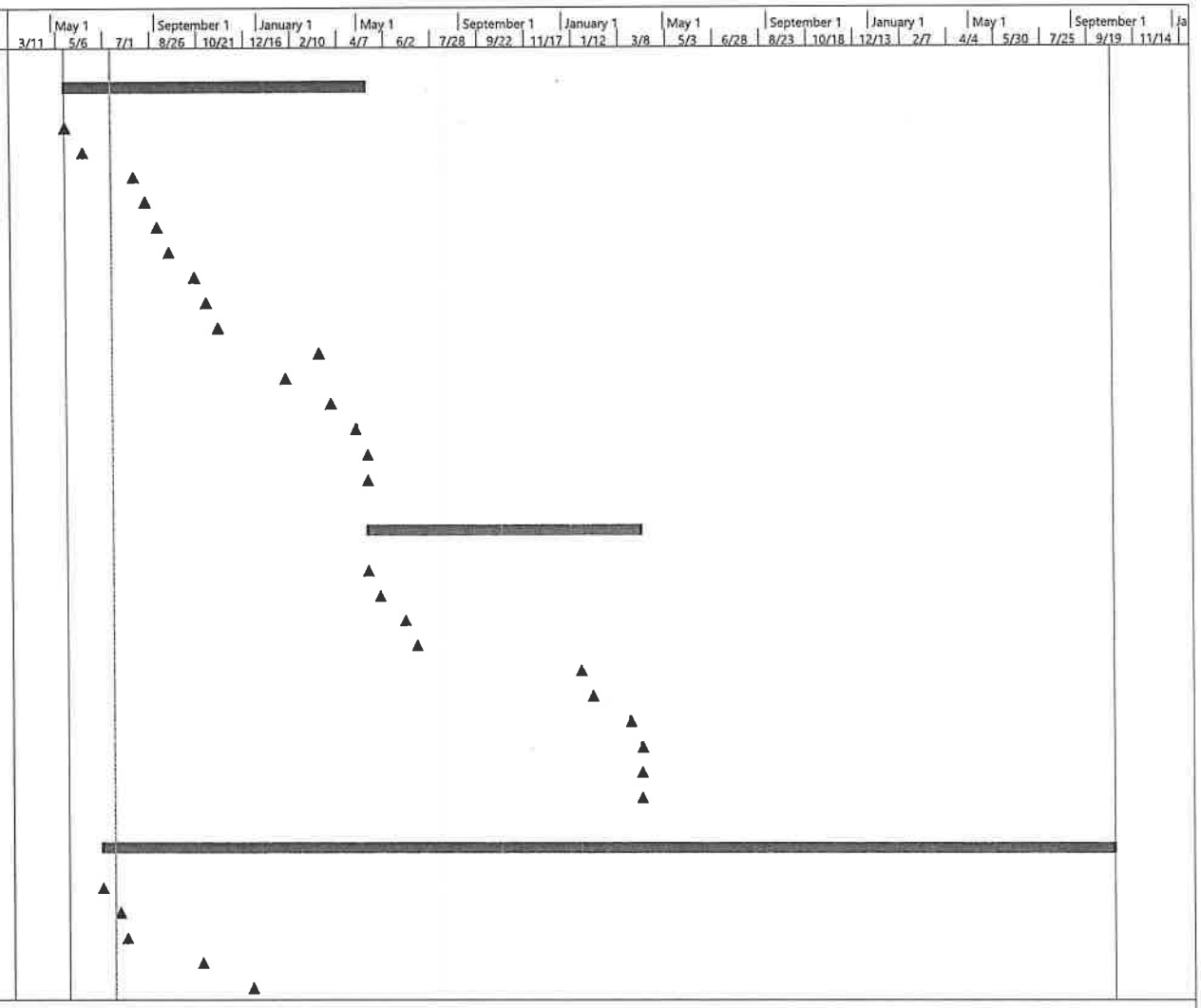
Low income tax credit developments may increase based on the low income tax credit regulations.

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

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).

EXHIBIT E- ESTIMATED TIMELINE
[SEE ATTACHED]

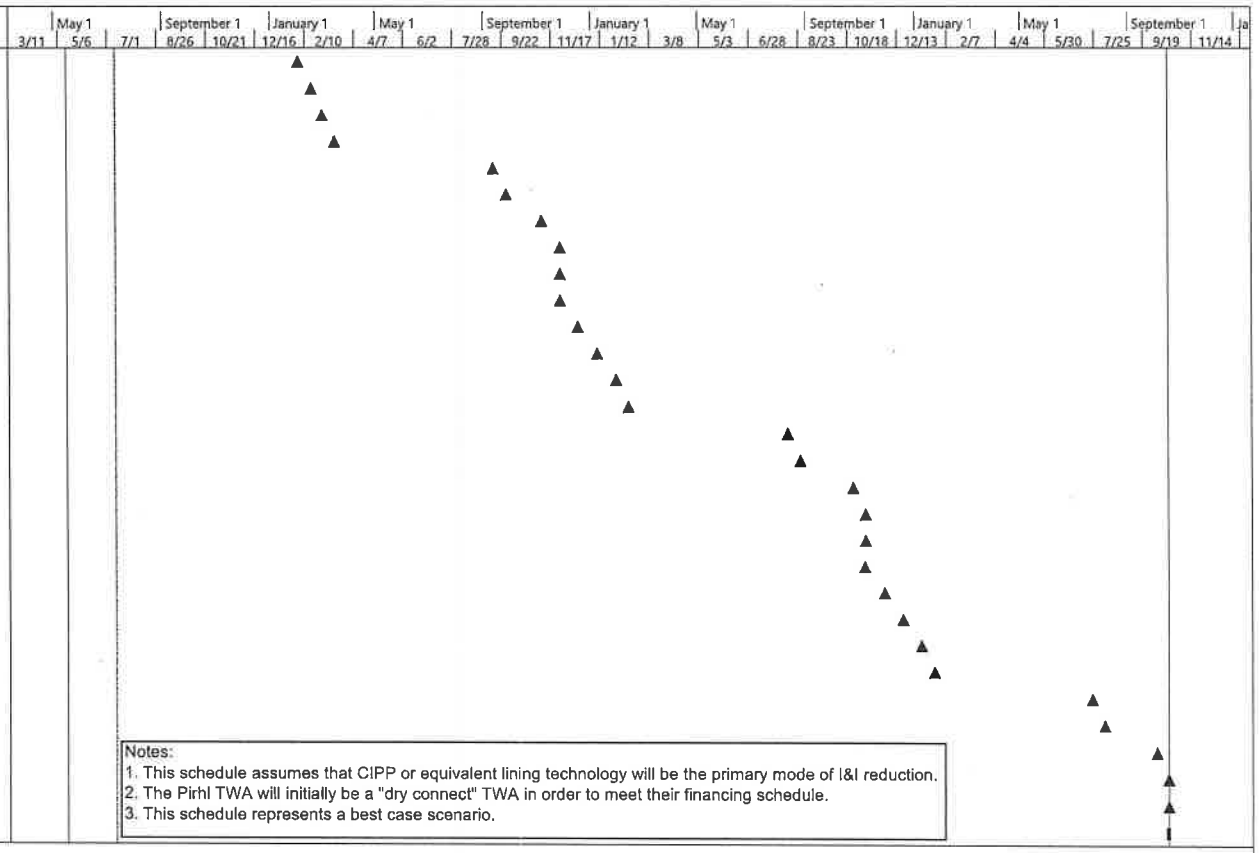
ID	Task Name	Duration	Start	Finish
1				
2	**Phase I Stage I/II Inflow and Infiltration Reduction Timeline: Pihrl**	**258 days**	**Wed 5/16/18**	**Fri 5/10/19**
3	CCTV Board Approval	1 day	Wed 5/16/18	Wed 5/16/18
4	CCTV Notice To Proceed	1 day	Wed 6/6/18	Wed 6/6/18
5	CCTV Complete	1 day	Sun 8/5/18	Sun 8/5/18
6	CCTV Review Complete	1 day	Sun 8/19/18	Sun 8/19/18
7	Phase 1 Bid Package	1 day	Sun 9/2/18	Sun 9/2/18
8	Phase 1 Public Bid	1 day	Sun 9/16/18	Sun 9/16/18
9	Phase 1 Bid Award	1 day	Tue 10/16/18	Tue 10/16/18
10	Phase 1 Notice to Proceed	1 day	Tue 10/30/18	Tue 10/30/18
11	Start Phase 1 Sewer Repairs	1 day	Tue 11/13/18	Tue 11/13/18
12	Finish Phase 1 Sewer Repairs	1 day	Wed 3/13/19	Wed 3/13/19
13	Pirhl Phase 1 TWA	1 day	Fri 2/1/19	Fri 2/1/19
14	Start Confirmation Flow Monitoring	1 day	Wed 3/27/19	Wed 3/27/19
15	Finish Confirmation Flow Monitoring	1 day	Fri 4/26/19	Fri 4/26/19
16	Engineering Confirmation Memo	1 day	Fri 5/10/19	Fri 5/10/19
17	SSA I/II Phase 1 I&I Reduction Complete	1 day	Fri 5/10/19	Fri 5/10/19
18				
19	**Phase II Stage I/II Inflow and Infiltration Reduction Timeline: Premier**	**232 days**	**Fri 5/10/19**	**Mon 3/30/20**
20	Complete Phase II Bid Package	1 day	Fri 5/10/19	Fri 5/10/19
21	Phase II Public Bid	1 day	Fri 5/24/19	Fri 5/24/19
22	Phase II Bid Award	1 day	Sun 6/23/19	Sun 6/23/19
23	Phase II Notice to Proceed	1 day	Sun 7/7/19	Sun 7/7/19
24	Finish Phase II Sewer Repairs	1 day	Fri 1/17/20	Fri 1/17/20
25	Start Confirmatory Flow Monitoring	1 day	Fri 1/31/20	Fri 1/31/20
26	Finish Confirmatory Flow Monitoring	1 day	Mon 3/16/20	Mon 3/16/20
27	Engineering Confirmation Memo	1 day	Mon 3/30/20	Mon 3/30/20
28	SSA I/II Phase 1 I&I Reduction Complete	1 day	Mon 3/30/20	Mon 3/30/20
29	Premier Properties Phase II TWA	1 day	Mon 3/30/20	Mon 3/30/20
30				
31	**Phase I - III Stage IV - Inflow and Infiltration Reduction Timeline: Chase**	**866 days**	**Mon 6/25/18**	**Sat 10/16/21**
32	Receive Flow Study Data	1 day	Mon 6/25/18	Mon 6/25/18
33	Flow Data Review	1 day	Mon 7/16/18	Mon 7/16/18
34	PMUA Start Cleaning and CCTV	1 day	Mon 7/23/18	Mon 7/23/18
35	Complete CCTV Work	1 day	Sun 10/21/18	Sun 10/21/18
36	Evaluate CCTV Data	1 day	Thu 12/20/18	Thu 12/20/18



Project: Timeline
Date: Tue 7/10/18

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Name	Duration	Start	Finish
37	Phase I Bidding	1 day	Sun 2/3/19	Sun 2/3/19
38	Phase I Bid Award	1 day	Sun 2/17/19	Sun 2/17/19
39	Phase I Notice To Proceed	1 day	Fri 3/1/19	Fri 3/1/19
40	Start Phase I Sewer Repairs	1 day	Fri 3/15/19	Fri 3/15/19
41	Finish Phase I Sewer Repairs	1 day	Wed 9/11/19	Wed 9/11/19
42	Start Phase I Confirmatory Flow Monitoring	1 day	Thu 9/26/19	Thu 9/26/19
43	Finish Phase I Confirmatory Flow Monitoring	1 day	Tue 11/5/19	Tue 11/5/19
44	Phase I Engineering Confirmation Memo	1 day	Tue 11/26/19	Tue 11/26/19
45	Stage IV Phase I I&I Reduction Complete	1 day	Tue 11/26/19	Tue 11/26/19
46	Chase Properties Phase I TWA	1 day	Tue 11/26/19	Tue 11/26/19
47	Phase II Bid Package	1 day	Tue 12/17/19	Tue 12/17/19
48	Phase II Bid Award	1 day	Tue 1/7/20	Tue 1/7/20
49	Phase II Notice to Proceed	1 day	Tue 1/28/20	Tue 1/28/20
50	Start Phase II Sewer Repairs	1 day	Tue 2/11/20	Tue 2/11/20
51	Finish Phase II Sewer Repairs	1 day	Sun 8/9/20	Sun 8/9/20
52	Start Phase II Confirmatory Flow Monitoring	1 day	Sun 8/23/20	Sun 8/23/20
53	Finish Phase II Confirmatory Flow Monitoring	1 day	Thu 10/22/20	Thu 10/22/20
54	Phase II Engineering Confirmation Memo	1 day	Thu 11/5/20	Thu 11/5/20
55	SSA IV Phase II I&I Reduction Complete	1 day	Thu 11/5/20	Thu 11/5/20
56	Chase Properties Phase II TWA	1 day	Thu 11/5/20	Thu 11/5/20
57	Phase III Bid Package	1 day	Thu 11/26/20	Thu 11/26/20
58	Phase III Bid Award	1 day	Thu 12/17/20	Thu 12/17/20
59	Phase III Notice to Proceed	1 day	Thu 1/7/21	Thu 1/7/21
60	Start Phase III Sewer Repairs	1 day	Thu 1/21/21	Thu 1/21/21
61	Finish Phase III Sewer Repairs	1 day	Tue 7/20/21	Tue 7/20/21
62	Start Phase III Confirmatory Flow Monitoring	1 day	Tue 8/3/21	Tue 8/3/21
63	Finish Phase III Confirmatory Flow Monitoring	1 day	Sat 10/2/21	Sat 10/2/21
64	Phase III Engineering Confirmation Memo	1 day	Sat 10/16/21	Sat 10/16/21
65	SSA IV Phase III I&I Reduction Complete	1 day	Sat 10/16/21	Sat 10/16/21
66	Chase Properties Phase III TWA	1 day	Sat 10/16/21	Sat 10/16/21



Notes:
1. This schedule assumes that CIPP or equivalent lining technology will be the primary mode of I&I reduction.
2. The Pirhl TWA will initially be a "dry connect" TWA in order to meet their financing schedule.
3. This schedule represents a best case scenario.

Project: Timeline
Date: Tue 7/10/18

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

SCHEDULE A-1- PIRHL ZONING ORDINANCE
[SEE ATTACHED]

EXPLANATION: This Ordinance adopts a Redevelopment Plan for an "area in need of redevelopment" known as the "Lindberg Avenue Redevelopment Area" consisting of Block 114, Lot 22.03 and a portion of Lot 22.04 as shown on the Tax Map of the Township of Warren in accordance with N.J.S.A. 40A:12A-7, and supplements and amends Chapter XVI entitled "Zoning" by the amendment of Section 16-3 entitled "Official Zoning Map and Interpretations", and the addition of new Section 16-19 entitled "Redevelopment Plans" and new Subsection 16-19.1 entitled "Lindberg Avenue Area (Block 114, Lot 22.03 & portion of Lot 22.04) Redevelopment Plan".

TOWNSHIP OF WARREN
ORDINANCE NO. 17-18

AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR AN "AREA IN NEED OF REDEVELOPMENT" KNOWN AS THE "LINDBERG AVENUE REDEVELOPMENT AREA" CONSISTING OF BLOCK 114, LOT 22.03 AND A PORTION OF LOT 22.04 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF WARREN IN ACCORDANCE WITH N.J.S.A. 40A:12A-7, AND SUPPLEMENTING AND AMENDING CHAPTER XVI OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WARREN ENTITLED "ZONING" BY THE AMENDMENT OF SECTION 16-3 ENTITLED "OFFICIAL ZONING MAP AND INTERPRETATIONS", AND BY THE ADDITION OF NEW SECTION 16-19 ENTITLED "REDEVELOPMENT PLANS" AND THE ADDITION OF NEW SUBSECTION 16-19.1 ENTITLED "LINDBERG AVENUE AREA (BLOCK 114, LOT 22.03 & A PORTION OF LOT 22.04) REDEVELOPMENT PLAN".

WHEREAS, the Township of Warren is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), to determine whether certain parcels of land within the Township constitute "an area in need of redevelopment"; and

WHEREAS, by Resolution No. 2016-221 dated October 6, 2016, the Warren Township Committee authorized and directed the Warren Township Planning Board to undertake a preliminary investigation and conduct a public hearing in order to determine whether or not Block 114, Lot 22.03 and a portion of Lot 22.04 as shown on the Tax Map of the Township of Warren (the "Study Area") is an "area in need of redevelopment" in accordance with the criteria set forth in N.J.S.A. 40A:12A-5 of the Redevelopment Law; and

WHEREAS, the Planning Board, pursuant to N.J.S.A. 40A:12A-6, undertook a preliminary investigation, conducted a public hearing on November 28, 2016 and reviewed a report entitled "Preliminary Redevelopment Area Study Lindberg Avenue Block 114, Lot 22.03" (the "Report") and, in consideration of the Report and the testimony presented, recommended to the Warren Township Committee by Resolution adopted December 19, 2016, that the Study Area be determined to be an "area in need of redevelopment"; and

WHEREAS, on January 26, 2017, the Warren Township Committee adopted Resolution No. 2017-58 authorizing the designation of the Study Area as an "area in need of redevelopment" pursuant to N.J.S.A. 40A:12A-1 et seq., and directed the Planning Board to cause to be prepared a redevelopment plan for the Study Area pursuant to N.J.S.A. 40A:12A-7f of the Redevelopment Law; and

WHEREAS, the Planning Board caused to be issued an "Amendment to the Master Plan Redevelopment Element of Warren Township" dated June 5, 2017 (the "Master Plan Amendment"), which Master Plan Amendment was adopted by Planning Board Resolution on August 28, 2017; and

WHEREAS, the Township Planner has prepared and submitted to the Township Committee a redevelopment plan entitled, "Lindberg Avenue Area (B114 L22.03 & Portion of 22.04) Redevelopment Plan" (the "Redevelopment Plan"), outlining the planning, development and redevelopment of the Redevelopment Area in accordance with the provisions of N.J.S.A. 40A:12A-7; and

WHEREAS, the Township Committee reviewed the Redevelopment Plan and finds the specifics of the Redevelopment Plan to be satisfactory; and

WHEREAS, the Township Committee now desires to adopt the Redevelopment Plan, a copy of which is attached hereto; and

WHEREAS, the Township Committee further desires to amend Chapter XVI entitled "Zoning" as set forth below to include (for reference purposes) the specific land use, bulk requirements, and design standards contained within the Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Warren, in the County of Somerset, State of New Jersey, as follows:

SECTION 1. The Redevelopment Plan attached hereto and made a part hereof as Exhibit A is hereby approved pursuant to N.J.S.A. 40A:12A-7 of the Redevelopment Law.

SECTION 2. Chapter 16 entitled "Zoning" of *The Revised General Ordinances of the Township of Warren*, as heretofore supplemented and amended, is hereby supplemented and amended by the amendment of Subsection 16-3.1 entitled "Official Zoning Map" of Section 16-3 entitled "Official Zoning Map and Interpretations" to designate Block 114, Lot 22.03 and a portion of Lot 22.04 as the "Lindberg Avenue Area Redevelopment Zone District" as shown on the Zoning Plan Amendment included in the Redevelopment Plan, and in accordance with the provisions of the Redevelopment Plan.

SECTION 3. Chapter 16 entitled "Zoning" of *The Revised General Ordinances of the Township of Warren*, as heretofore supplemented and amended, is hereby supplemented and amended by the addition of new Section 16-19 entitled "Redevelopment Plans" and Subsection 16-19.1 entitled "Lindberg Avenue Area (Block 114, Lot 22.03 & portion of Lot 22.04) Redevelopment Plan" to read as follows:

16-19 Redevelopment Plans

16-19.1 Lindberg Avenue Area (Block 114, Lot 22.03 & portion of Lot 22.04) Redevelopment Plan.

a. Block 114, Lot 22.03 and a portion of Lot 22.04 have been designated as the "Lindberg Avenue Area Redevelopment Zone District" pursuant to a Redevelopment Plan entitled "Lindberg Avenue Area (B114 L22.03 & Portion of 22.04) Redevelopment Plan", (the "Redevelopment Plan"), a complete copy of which is on file in the office of the Township Clerk.

b. **Land Use Plan.** The permitted uses and design standards within the Lindberg Avenue Area Redevelopment Zone District are detailed in the sections set forth below:

1. *Relationship of Plan to Township Plan Development Regulations.* The standards contained herein shall supersede any zoning standards existing prior to the adoption of the Redevelopment Plan and shall apply to any redevelopment or Rehabilitation project designed to implement the Redevelopment Plan, whether by a designated redeveloper or by private property owners. Where these regulations conflict with the Zoning Ordinance or other design standards, these regulations shall control. The continued use of existing properties made nonconforming by the adoption of the Redevelopment Plan is permitted until the Lindberg Avenue

Area Redevelopment District is to be redeveloped or substantially rehabilitated, at which time the provisions contained herein shall apply. If a particular land use or site standard is not covered in this redevelopment Plan, compliance with the Warren Township Zoning Ordinance or other applicable Township codes will be required.

2. *Exceptions to Standards.* Variation from the development requirements and design standards set forth herein may be necessary in certain limited circumstances, such as building size standards. In such instances, the Planning Board may grant reasonable exceptions from certain bulk, parking or design requirements if the designated redeveloper demonstrates that such design exception(s) will not substantially impair the intent of the Redevelopment Plan, and will not present a substantial detriment to the public health, safety and welfare.

To gain approval of such modification or waiver of a development requirement, the applicant shall demonstrate that the resulting change will:

(a) generally satisfy the Redevelopment Plan's goals and objectives;

(b) be designated in accordance with the Township's normally acceptable engineering, planning and/or architectural practices;

(c) not have an adverse impact on the physical, visual or spatial characteristics of the overall development plan for the Lindberg Avenue Area Redevelopment Zone District or adjacent or nearby properties;

(d) generally enhance the overall development plan for the Lindberg Avenue Area Redevelopment Zone District;

(e) not have an adverse impact on the physical, visual, or spatial characteristics of the existing streetscape in which such development is located or of the Redevelopment Plan; and

(f) not reduce the useful life or increase the cost of maintenance of the improvement to be modified or otherwise have an adverse impact on the long-term function of the development.

Deviations from the uses permitted in the Lindberg Avenue Area Redevelopment Zone District shall be permitted only by means of an amendment of this Redevelopment Plan by the Township Committee.

3. *Provisions Related to Rehabilitation.* No rehabilitation of buildings is proposed. The redevelopment site consists of vacant land.

4. *Provisions Related to Off-Site Improvements.* The extent of the redeveloper's responsibility for any installation or upgrade of infrastructure related to their project, whether on-site or off-site, will be outlined in a redeveloper's agreement with the Township Committee. Off-site responsibility for properties not covered under the redeveloper's agreement will be determined in the same manner as other development projects throughout the Township during the permit and/or site plan review phases.

All infrastructure improvements shall comply with applicable local, state and federal codes including the Americans with Disabilities Act. All streetscape improvements shall also comply with applicable standards found in this Redevelopment Plan. All utilities shall be placed underground, unless otherwise authorized by the Township Committee.

5. *Housing Development District Standards and Use Standards.* The objectives and standards set forth hereafter are designed to implement, in phases, the Affordable Housing Plan Element. The uses and standards for development are permitted only within the Lindberg Avenue Area Redevelopment Zone District as shown on the revised Official Zoning Map.

The intent and purpose of the Lindberg Avenue Area Redevelopment Zone District is to implement the Affordable Housing Plan Element of the adopted Master Plan of Warren Township. This subsection provides for the phased implementation of the zone. The objectives are to provide and encourage development of housing affordable to low- and moderate-income households as defined by the New Jersey Fair Housing Act, as well as middle-income, age-targeted and adult households.

6. *Development Standards and Requirements.*

Permitted Uses	Multi-family apartment buildings
Housing Units Permitted	No more than 125 dwelling units shall be permitted

Minimum Habitable Space income restricted affordable units*	Studio/1 bedroom-600 square feet for 2 bedroom - 725 square feet 3 bedroom - 825 square feet

*Habitable space shall be calculated by measurement of exterior walls.

The affordable housing bedroom distribution mix shall be as per UHAC regulations Section 5:80-26.3

Maximum Units Per Building	24 units/structure
Maximum Building Height	3 stories/40 feet
Setbacks:	
Front Yard from public street	25 feet
Front Yard from private street measured from curb line	10 feet
Side Yard	25 feet
Rear Yard	25 feet
Parking	Development shall meet Residential Site Improvement Standards; provided, however that a de minimus exception may be granted as per RSIS at the rate of 1.75 spaces per unit, recognizing that this development is a 100% affordable project.
Housing Affordability Requirements	All units shall be affordable pursuant Section 16-6 of this Chapter (Zoning Ordinance), unless Section 16-6 varies from Section 42 of the Internal

Revenue Code relative to Federal Low-Income Tax Housing Credits (as allowed by the Uniform Housing Affordability Controls), in which case, Section 42 of the Internal Revenue Code shall control.

Accessory Buildings and Uses. Any accessory use on the site customary and incidental to any use permitted in this district such as, but not necessarily limited to:

a. Maintenance and storage buildings (other than storage buildings used exclusively for the storage of hazardous materials); and
b. A community club house.

7. *Design Standards for Lindberg Avenue Area Redevelopment Zone District.* The general design theme for the Lindberg Avenue Area Redevelopment Zone District may be colonial, variations of a French provincial and mansard design. Signage and all other improvements shall be designed to follow the design theme to the extent possible. The following Design Standards shall apply to the Lindberg Avenue Area Redevelopment Zone District, and shall be utilized to carry out the design theme of the project.

(a) Applicability. These guidelines and standards shall apply to the entire development proposal within the Lindberg Avenue Area Redevelopment Zone District

(b) General Design Standards.

(1) All buildings should be designed with an eye toward architectural detailing that can be unique, and complement the appearance of adjacent structures.

(2) Buildings shall have varied and variegated facades. Use of texture and window variations shall be encouraged.

(3) Pitched roofs are required.

(4) Entryways shall give orientation and add aesthetically pleasing character to the front façade.

(5) Entrances shall include such features as canopies or porticos, overhangs, arcades, recesses/projections, raised corniced parapets over the doors, peaked roof forms and arches.

(c) Continuity of Treatment. The architectural treatment of a façade or roof shall be completely continued around all visibly exposed sides of a building. All sides of a building shall be architecturally designed so as to be consistent with regard to style, materials, colors and details. In the instance of multi-story buildings, the architectural treatment and building materials of the first floor shall be compatible with upper stories.

(d) Roof. The type, shape, pitch, texture and color of a roof shall be considered as an integral part of the design of a building and shall be architecturally compatible with the style, materials, color and details of such building. Pitched roofs shall be required. Roofs and rooflines shall conform to the following standards:

(1) No flat roof shall be permitted on any building.

(2) Architectural embellishments that add visual interest to roofs, such as dormers, belvederes, masonry chimneys and such similar elements shall be permitted, provided that same are architecturally compatible with the style, materials, colors and details of the building.

(3) For all roofs, the minimum permitted roof pitch shall be five on twelve.

(4) Roofline offsets shall be provided along any roof measuring longer than fifty (50) feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long roofline.

(e) Windows. Windows shall be architecturally compatible with the style, materials, colors and details of a building. Windows shall be vertically proportioned.

(f) Doors and Entrances. All entrances to a building shall be defined and articulated by utilizing such elements as lintels, pediments, pilasters, porticos, porches, overhangs, railings, balustrades and other such elements, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of such building.

(g) Physical Plant. All air-conditioning units, HVAC systems, exhaust pipes or stacks and elevator housing shall be shielded from view. Such shielding shall be accomplished by utilizing the walls or roof of the building and be designed to be architecturally compatible with the style, materials, colors and details of such building.

(h) Materials, Colors and Details. All materials, colors and details used on the exterior of a building shall be architecturally compatible with the style of such building, as well as with each other.

(i) Shutters. The use of shutters on building facades shall be encouraged.

(j) Lighting. Light fixtures attached to the exterior of a building shall be designed to be architecturally compatible with the style, materials, colors and details of such building and other lighting fixtures used on the site. Consideration shall also be given to the type of light source utilized and the light quality such produces. The type of light source

used on buildings, signs, parking area, pedestrian walkways and other areas of the Lindberg Avenue Area Redevelopment Zone District shall be the same or compatible. The use of low-pressure sodium or mercury vapor lighting either attached to buildings or to light the exterior of buildings shall be prohibited.

(k) All developers are encouraged to use energy saving materials and appliances.

8. *Parking Design Standards.*

(a) Provision of parking spaces. The design and number of parking spaces required per this Redevelopment Plan shall be provided in conformance with RSIS (NJAC 5:21-4.14 through 4.16).

(b) Screening. Where buffers are required in this Redevelopment Plan, there shall be provided along the exterior lot line of the development a continuous, year-round planting screen at least 6 feet in height. Particular attention shall be paid to adjacent single family homes.

9. *Streetscape/Landscape Design Standards.* Interior roadways shall provide streetscape elements including sidewalk, lampposts, benches, trash receptacles and planters.

Street trees shall be provided in accordance with all applicable Township Code requirements.

SECTION 4. A copy of this Ordinance and the Redevelopment Plan shall be forwarded, after introduction, to the Warren Township Planning Board for a Master Plan consistency review in accordance with N.J.S.A. 40A:12A-7e.

SECTION 5. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be deemed to be invalid, such adjudication shall apply only to such section, paragraph, subdivision, clause or provision and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 7. This Ordinance shall take effect upon (i) filing with the Somerset County Planning Board in accordance with the Municipal Land Use Law; and (ii) adoption and publication in the manner required by New Jersey law.

ORDINANCE NO. 17-18

ATTEST:

Cathy Reese, RMC
Township Clerk

TOWNSHIP OF WARREN

Carolann Garafola
Mayor

INTRODUCED September 7, 2017

ADOPTED October 5, 2017

EFFECTIVE October 12, 2017

LINDBERG AVENUE AREA (B114 L22.03 & PORTION of 22.04) REDEVELOPMENT PLAN

EXHIBIT A – ORDINANCE NO. 17-18

INTRODUCTION

On January 26, 2017, by Resolution No. 2017-58, the Township Committee of the Township of Warren (the "Township Committee") designated the Lindberg Avenue area (Block 114 Lot 22.03 & portion of Lot 22.04 the "Redevelopment Area") as "an area in need of redevelopment" pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.).The Township Committee then directed the Township Planner to prepare a redevelopment plan for the Redevelopment Area. This Redevelopment Plan (the "Plan") serves to fulfill the statutory requirements pursuant to the LRHL.

The Lindberg Avenue Redevelopment Plan:

- will become the formal planning document for redevelopment of the area;
- is a collaborative effort of the Township Committee and the Township's Planning Board (the "Board");
- presents a zoning plan and permitted uses and standards of the Redevelopment Area; and
- sets forth the implementation strategy of the Plan.

STATUTORY REQUIREMENTS

According to State statute, the Redevelopment Plan shall include an outline for planning, development, redevelopment or rehabilitation of the Redevelopment Area sufficient to indicate:

- its relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
- proposed land uses and building requirements in the Redevelopment Area;
- adequate provision for the temporary and permanent relocation as necessary of residents in the Redevelopment Area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
- an identification of any property within the Redevelopment Area which is proposed to be

acquired in accordance with the Plan; and

- any significant relationship of the Plan to:
  - the Master Plans of contiguous municipalities;
  - the Master Plan of the County in which the municipality is located and
  - the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" PL 1985, C398 (C52:18A-196 et al).

REDEVELOPMENT GOALS AND OBJECTIVES

The goals of the Plan are:

1. To transform underutilized and non-conforming property into a fully productive use and

2. To serve as the guiding document required for the Township Committee and Board for the area.

The objectives of the Plan are:

1. Revitalize the Redevelopment Area by providing opportunities for redevelopment of properties by redevelopers.

2. Create land use and building requirements specific to the Redevelopment Area that will promote the development of a pedestrian friendly and human scale neighborhood.

3. Utilize high quality design standards in construction of buildings and improvements.

4. Provide for a variety of affordable housing units.

STATEMENT OF STATUTORY COMPLIANCE

The Plan fully complies with State statutes.

Consistency with Local Objectives:

This Plan is sufficiently complete to define redevelopment, improvements, zoning changes, planning concepts and building requirements.

Proposed Land Uses and Bulk Requirements:

This Plan includes maps and text sufficient to describe proposed land uses and bulk requirements for the Redevelopment Area. The Township Committee and its designated redeveloper will comply with the "Relocation Assistance Law of 1967", P.L. 1967, c.79 and the Relocation Assistance Act, P.L. 1971, C. 362 if possible.

Identification of Property Proposed to be Acquired:

The Plan is sufficient to identify the property within the Redevelopment Area. No property is proposed to be acquired.

Relationship to local, County and State Plans:

The Plan conforms to the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.S. 1985. Its policy of providing appropriate densities to make efficient use of existing infrastructure, while maintaining the character of the Redevelopment Area in accordance with plan objectives.

This Plan is compatible with the Master Plans of adjacent municipalities and no community is remotely near the Redevelopment Area.

Relationship to Municipal Land Use Law:

This Plan is a part of the Master Plan and describes its relationship to the Municipal Land Use Law and creates no conflict with any development regulations.

Civil Rights and Affirmative Action:

The Township Committee agrees to take leadership within the community, to ensure compliance with Title VI of the Civil Rights Act of 1964, and Title VII as amended in March 1972 and with all the affirmative action requirements of the State of New Jersey, including those requirements of P.L. 1975 and the regulations issued by the State of New Jersey and the Township of Warren.

GENERAL PROVISIONS OF THIS PLAN

Land use provisions and building requirements for the Redevelopment Area are deemed necessary as minimum requirements in the interest of public health, safety, convenience and general welfare. They are intended to provide a frame of reference for physical development of the Redevelopment Area. Developers will be given flexibility in project planning and design so long as buildings and improvements reflect quality, permanence and physical integration through design elements. The Township Committee has not attempted in these controls to anticipate every possible design or land use solution. Rather, project proposals will be evaluated as to how they achieve the objectives of this Plan.

1. The Township Committee and the Board specifically reserve the right to review and approve the redevelopers' plan and specifications with respect to their conformance to this Plan. Such a review shall be based on submissions to the Board of a site plan and/or subdivision plan locating the proposed project in the Redevelopment Area; a site plan and/or subdivision plan that complies with Township site plan regulations illustrating all site features; and building elevations for all facades.

2. Subdivisions of lots and parcels of land within the Redevelopment Area shall be in accordance with requirements of this Plan, the Township Subdivision and Site Plan requirements and applicable requirements of the Township's Zoning Ordinance.

3. The redeveloper shall also comply with the requirements of the Local Redevelopment and Housing Law, P.L. 1992, Chapter 79.

LAND USE PLAN

The permitted uses and design standards within the Redevelopment Area and the design standards that apply to the Redevelopment Area are detailed in the District Standards and Design Standards sections set forth below.

Relationship of Plan to the Township Plan Development Regulations:

The standards contained within this Plan shall supersede the existing zoning of the Redevelopment Area and shall apply to any redevelopment or rehabilitation project designed to implement this Plan, whether by a designated redeveloper or by private property owners. Where regulations of this Plan conflict with the Zoning Ordinance or design standards, this Plan shall control. The continued use of existing properties made nonconforming by adoption of this Plan is permitted until the Redevelopment Area is to be redeveloped or substantially rehabilitated, at which time the provisions of this Plan shall apply. In the case where a particular land use or site

standard is not covered in this Plan, compliance with the Township's Zoning Ordinance or other applicable Township codes will be required.

Exceptions to Standards:

Variation from the development requirements and design standards set forth by this Plan may be necessary in certain limited circumstances, such as the building size standards. In such instances, the Board may grant reasonable exceptions from certain bulk, parking or design requirements if the designated redeveloper demonstrates that such design exception(s) will not substantially impair the intent of the Plan and will not present a substantial detriment to the public health, safety and welfare.

To gain approval of such modification or waiver of a development requirement or design standard, the applicant shall demonstrate that the resulting change will:

1. generally satisfy the Plan's goals and objectives;

2. be designated in accordance with the Township's normally acceptable engineering, planning and/or architectural practices;

3. not have an adverse impact on the physical, visual or spatial characteristics of the overall development plan for the Redevelopment Area or adjacent or nearby properties;

4. generally enhance the overall development plan for the Redevelopment Area;

5. not have an adverse impact on the physical, visual or spatial characteristics of the exiting streetscape in which such development is located or of this Plan; and

6. not reduce the useful life or increase the cost of maintenance of the improvement to be modified or otherwise have an adverse impact on the long-term function of the development.

Deviations from the uses permitted in the Redevelopment Area shall be permitted only by means of an amendment of this Plan by the Township Committee.

Provisions Related to Rehabilitation:

No rehabilitation of buildings is proposed. The redevelopment site consists of vacant land.

Provisions Related to Off-Site Improvements:

The extent of the redeveloper's responsibility for any installation or upgrade of infrastructure related to their project, whether on-site or off-site, will be outlined in a redeveloper's agreement with the Township Committee. Off-site responsibility for properties not covered under the redeveloper's agreement will be determined in the same manner as other development projects throughout the Township during the permit and/or site plan review phases.

All infrastructure improvements shall comply with applicable local, state and federal codes including the Americans with Disabilities Act. All streetscape improvements shall also comply with applicable standards found in this Plan. All utilities shall be placed underground, unless otherwise authorized by the Township Committee.

Housing Development District Standards and Use Standards:

The objectives and standards set forth hereafter are designated to implement, in phases, the Affordable Housing Plan Element. The uses and standards for development are permitted only within the Redevelopment zone as shown on the revised Official Zoning Map.

The intent and purpose of the Lindberg Avenue Redevelopment Zone is to implement the Affordable Housing Plan Element of the adopted Master Plan of Warren Township. This subsection provides for the phased implementation of the zone. The objectives are to provide and encourage development of housing affordable to low and moderate income households as defined by the New Jersey Fair Housing Act, as well as middle income, age targeted and adult households.

Development Standards and Requirements:

Permitted Uses	Multi-family apartment buildings
Housing Units Permitted	No more than 125 dwelling units shall be permitted
Minimum Habitable Space for income restricted affordable units*	Studio/1 bdrm unit - 600 square feet 2 bdrm unit - 725 square feet 3 bdrm unit - 825 square feet

*Habitable space shall be calculated by measurement of exterior walls.

The affordable housing bedroom distribution mix as per UHAC regulations Section 5:80-26.3

Maximum Units Per Building	24 units/structure

Maximum Building Height	3 stories/40 feet
Setbacks:	
Front Yard from public street	25 feet
Front Yard from Private Street measured from curb line	10 feet
Side Yard	25
feet Rear Yard	25
feet	
Parking	Development shall meet Residential Site Improvement Standards; provided however that a de minimum exception may be granted as per RSIS at the rate of 1.75 spaces per unit, recognizing that this development is a 100% affordable project
Housing Affordability Controls	All units shall be affordable pursuant to Section 16-6 of this chapter(zoning ordinance) unless Section 16-6 varies from Section 42 of the Internal Revenue Code relative to Federal Low-Income Tax Housing Credits (as allowed by the Uniform Housing Affordability Controls), in which case, Section 42 of the Internal Revenue Code shall control.
Accessory Buildings and Uses	Any accessory use on the site customary and incidental to any use permitted in this district such as, but not necessarily limited to:

c. Maintenance and storage buildings (other than storage buildings used exclusively for the storage of hazardous materials); and
d. A community club house.

Design Standards for Lindberg Avenue Redevelopment Area Zone:

The general design theme for the Redevelopment Area may be colonial, variations of a French provincial and mansard design. Signage and all other improvements shall be designed to follow the design theme to the extent possible. The following Design Standards shall apply to the Redevelopment Area, and shall be utilized to carry out the design theme of the project.

A. Applicability. These guidelines and standards shall apply to the entire development proposal within the Redevelopment Area.

B. General Design Standards.

1. All buildings should be designed with an eye toward architectural detailing that can be unique, and compliment the appearance of adjacent structures.
2. Buildings shall have varied and variated facades. Use of texture and window variations shall be encouraged.
3. Pitched roofs are required.
4. Entryways shall give orientation and add aesthetically pleasing character to the front facade.
5. Entrances shall include such features as canopies or porticos, overhangs, arcades, recesses/projections, raised corniced parapets over the doors, peaked roof forms and arches.

C. Continuity of Treatment. The architectural treatment of a façade or roof shall be completely continued around all visibly exposed sides of a building. All sides of building shall be architecturally designed so as to be consistent with regard to style, materials, colors and details. In the instance of multi-story buildings, the architectural treatment and building materials of the first floor shall be compatible with upper stories.

D. Roof. The type, shape, pitch, texture and color of a roof shall be considered as an integral part of the design of a building and shall be architecturally compatible with the style, materials, color and details of such building. Pitched roofs shall be required. Roofs and rooflines shall conform to the following standards:

1. No flat roof shall be permitted on any building.
2. Architectural embellishments that add visual interest to roofs, such as dormers, belvederes, masonry chimneys and such similar elements shall be permitted, provided

that same are architecturally compatible with the style, materials, colors and details of the building.

3. For all roofs, the minimum permitted roof pitch shall be five on twelve.
4. Roofline offsets shall be provided along any roof measuring longer than fifty (50) feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long roofline.

E. Windows. Windows shall be architecturally compatible with the style, materials, colors and details of a building. Windows shall be vertically proportioned.

F. Doors and Entrances. All entrances to a building shall be defined and articulated by utilizing such elements as lintels, pediments, pilasters, porticoes, porches, overhangs, railings, balustrades and other such elements, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of such building.

G. Physical Plant. All air-conditioning units, HVAC systems, exhaust pipes or stacks and elevator housing shall be shielded from view. Such shielding shall be accomplished by utilizing the walls or roof of the building and be designed to be architecturally compatible with the style, materials, colors and details of such building.

H. Materials, Colors and Details. All materials, colors and details used on the exterior of a building shall be architecturally compatible with the style of such building, as well as with each other.

I. Shutters. The use of shutters on building facades shall be encouraged.

J. Lighting. Light fixtures attached to the exterior of a building shall be designed to be architecturally compatible with the style, materials, colors and details of such building and other lighting fixtures used on the site. Consideration shall also be given to the type of light source utilized and the light quality such produces. The type of light source used on buildings, signs, parking areas, pedestrian walkways and other areas of the Redevelopment Area shall be the same or compatible. The use of low-pressure sodium or mercury vapor lighting either attached to buildings or to light the exterior of buildings shall be prohibited.

K. All developers are encouraged to use energy saving materials and appliances.

Parking Design Standards:

A. Provision of parking spaces. The design and number of parking spaces required per this Plan shall be provided in conformance with RSIS (NJAC 5:21-4.14 through 4.16).

B. Screening. Where buffers are required in this Plan, there shall be provided along the exterior lot line of the development a continuous, year-round planting screen at least 6 feet in height. Particular attention shall be paid to adjacent single family homes.

Streetscape/Landscape Design Standards:

Interior roadway shall provide streetscape elements including sidewalk, lampposts, benches, trash receptacles and planters.

Street trees shall be provided in accordance with all applicable Township Code requirements.

PROPERTY ACQUISITION AND RELOCATION

The Township Committee will not exercise its power of condemnation in the Redevelopment Area.

Relocation:

The Township Committee will provide all displaced tenants and landowners with the appropriate relocation assistance, pursuant to applicable State and Federal law, should relocation be necessary. The property is vacant and no relocation is anticipated.

PLAN RELATIONSHIP TO DEFINITIVE LOCAL OBJECTIVES

The redevelopment of Lindberg Avenue Redevelopment Zone was not specifically discussed in the Township's Master Plan; however, it is consistent with the Housing Plan objectives and principles of the Master Plan. Further, this Plan is a sub-element of the Master Plan.

RELATIONSHIP TO OTHER PLANS

This Plan has no impact upon the Master Plans of adjacent municipalities. No municipality is remotely contiguous to the Redevelopment Area.

State Development and Redevelopment Plan (SDRP):

The State Development and Redevelopment Plan (SDRP) places the Redevelopment Area in Planning Area 2 (PA2). This Plan is consistent with the planning goals and objectives of the SDRP which encourages infill development and redevelopment of areas containing

existing infrastructure.

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

Amending the Redevelopment Plan:

Upon compliance with the requirements of applicable law, the Township Committee of the Township may amend, revise or modify this Plan, as circumstances may make such changes appropriate.

Duration of the Redevelopment Plan:

This Plan, as amended, shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Township Committee.

Application for Development/Redevelopment:

No application for development or redevelopment in the Redevelopment Area may be filed with the Board until such time as the applicant/redeveloper has applied for and received a designation as a redeveloper from the Township Committee and has executed a Redevelopment Agreement with the Township Committee providing for the proposed application.

Conveyance of Land:

The Township Committee may sell, lease or otherwise convey to a redeveloper for redevelopment, subject to the restrictions, controls and requirements of this Plan, all or any portion of the land within the Redevelopment Area which becomes available to disposal by the municipality as a result of public action under this Plan. The Township Committee reserves the right to formulate an agreement under any of the above referenced arrangements and to enforce resale covenants.

Redevelopment Entity:

The Township Committee shall serve as the redevelopment entity hereunder.

SCHEDULE A-2- FLAG PLAZA ZONING ORDINANCE
[SEE ATTACHED]

EXPLANATION: This Ordinance adopts a Redevelopment Plan for an "area in need of redevelopment" known as the "Flag Plaza Redevelopment Area" consisting of Block 88.04, Lot 15 as shown on the Tax Map of the Township of Warren in accordance with N.J.S.A. 40A:12A-7, and supplements and amends Chapter XVI entitled "Zoning" by the amendment of Section 16-3 entitled "Official Zoning Map and Interpretations", and the addition new Subsection 16-19.3 entitled "Flag Plaza Area (Block 88.04, Lot 15) Redevelopment Plan".

TOWNSHIP OF WARREN
ORDINANCE NO. 17- 20

AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR AN "AREA IN NEED OF REDEVELOPMENT" KNOWN AS THE "FLAG PLAZA REDEVELOPMENT AREA" CONSISTING OF BLOCK 88.04, LOT 15 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF WARREN IN ACCORDANCE WITH N.J.S.A. 40A:12A-7, AND SUPPLEMENTING AND AMENDING CHAPTER XVI OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WARREN ENTITLED "ZONING" BY THE AMENDMENT OF SECTION 16-3 ENTITLED "OFFICIAL ZONING MAP AND INTERPRETATIONS", AND BY THE ADDITION OF NEW SUBSECTION 16-19.3 ENTITLED "FLAG PLAZA AREA (BLOCK 88.04, LOT 15) REDEVELOPMENT PLAN".

WHEREAS, the Township of Warren is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), to determine whether certain parcels of land within the Township constitute "an area in need of redevelopment"; and

WHEREAS, by Resolution No. 2016-219 dated October 6, 2016, the Warren Township Committee authorized and directed the Warren Township Planning Board to undertake a preliminary investigation and conduct a public hearing in order to determine whether or not Block 88.04, Lot 15 as shown on the Tax Map of the Township of Warren (the "Study Area") is an "area in need of redevelopment" in accordance with the criteria set forth in N.J.S.A. 40A:12A-5 of the Redevelopment Law; and

WHEREAS, the Planning Board, pursuant to N.J.S.A. 40A:12A-6, undertook a preliminary investigation, conducted a public hearing on November 28, 2016 and reviewed a report entitled "Preliminary in Need of Redevelopment Area Study Flag Plaza Block 88.04, Lot 15" (the "Report") and, in consideration of the Report and the testimony presented, recommended to the Warren Township Committee by Resolution adopted December 19, 2016, that the Study Area be determined to be an "area in need of redevelopment"; and

WHEREAS, on January 26, 2017, the Warren Township Committee adopted Resolution No. 2017-60 authorizing the designation of the Study Area as an "area in need of redevelopment" pursuant to N.J.S.A. 40A:12A-1 et seq., and directed the Planning Board to cause to be prepared a redevelopment plan for the Study Area pursuant to N.J.S.A. 40A:12A-7f of the Redevelopment Law; and

WHEREAS, the Planning Board caused to be issued an "Amendment to the Master Plan Redevelopment Element of Warren Township" dated June 5, 2017 (the "Master Plan Amendment"), which Master Plan Amendment was adopted by Planning Board Resolution on August 28, 2017; and

WHEREAS, the Township Planner has prepared and submitted to the Township Committee a redevelopment plan entitled, "Flag Plaza Area (B88.04 L15) Redevelopment Plan" (the "Redevelopment Plan"), outlining the planning, development and redevelopment of the Redevelopment Area in accordance with the provisions of N.J.S.A. 40A:12A-7; and

WHEREAS, the Township Committee reviewed the Redevelopment Plan and finds the specifics of the Redevelopment Plan to be satisfactory; and

WHEREAS, the Township Committee now desires to adopt the Redevelopment Plan, a copy of which is attached hereto; and

WHEREAS, the Township Committee further desires to amend Chapter XVI entitled "Zoning" as set forth below to include (for reference purposes) the specific land use, bulk requirements, and design standards contained within the Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Warren, in the County of Somerset, State of New Jersey, as follows:

SECTION 1. The Redevelopment Plan attached hereto and made a part hereof as Exhibit A is hereby approved pursuant to N.J.S.A. 40A:12A-7 of the Redevelopment Law.

SECTION 2. Chapter 16 entitled "Zoning" of *The Revised General Ordinances of the Township of Warren*, as heretofore supplemented and amended, is hereby supplemented and amended by the amendment of Subsection 16-3.1 entitled "Official Zoning Map" of Section 16-3 entitled "Official Zoning Map and Interpretations" to designate Block 88.04, Lot 15 as the "Flag Plaza Area Redevelopment Zone District" as shown on the Zoning Plan Amendment included in the Redevelopment Plan, and in accordance with the provisions of the Redevelopment Plan.

SECTION 3. Chapter 16 entitled "Zoning" of *The Revised General Ordinances of the Township of Warren*, as heretofore supplemented and amended, is hereby supplemented and amended by the addition of new Subsection 16-19.3 entitled "Flag Plaza Area (Block 88.04, Lot 15) Redevelopment Plan" to read as follows:

16-19.3 Flag Plaza Area (Block 88.04, Lot 15) Redevelopment Plan.

a. Block 88.04, Lot 15 has been designated as the "Flag Plaza Area Redevelopment Zone District" pursuant to a Redevelopment Plan entitled "Flag Plaza Area (B88.04 L15) Redevelopment Plan", (the "Redevelopment Plan"), a complete copy of which is on file in the office of the Township Clerk.

b. **Land Use Plan.** The permitted uses and design standards within the Flag Plaza Area Redevelopment Zone District are detailed in the sections set forth below:

1. *Relationship of Plan to Township Plan Development Regulations.* The standards contained herein shall supersede any zoning standards existing prior to the adoption of the Redevelopment Plan and shall apply to any redevelopment or rehabilitation project designed to implement this Redevelopment Plan, whether by a designated redeveloper or by private property owners. Where regulations of this redevelopment Plan conflict with the Zoning Ordinance or design standards, this Redevelopment Plan shall control. The continued use of existing properties made nonconforming by the adoption of the Redevelopment Plan is permitted until the Flag Plaza Area Redevelopment District is to be redeveloped or substantially rehabilitated, at which time the provisions contained herein shall apply. If a particular land use or site standard in not covered in this Redevelopment Plan, compliance with the Warren Township Zoning Ordinance or other applicable Township codes will be required.

2. *Exceptions to Standards.* Variation from the development requirements and design standards set forth herein may be necessary in certain limited circumstances, such as building size standards. In such instances, the Planning Board may grant reasonable exceptions from certain bulk, parking or design requirements if the designated redeveloper demonstrates that such design exception(s) will not substantially impair the intent of the Redevelopment Plan, and will not present a substantial detriment to the public health, safety and welfare.

To gain approval of such modification or waiver of a development requirement, the applicant shall demonstrate that the resulting change will:

(a) generally satisfy the Redevelopment Plan's goals and objectives;

(b) be designated in accordance with the Township's normally acceptable engineering, planning and/or architectural practices;

(c) not have an adverse impact on the physical, visual or spatial characteristics of the overall development plan for the Flag Plaza Area Redevelopment Zone District or adjacent or nearby properties;

(d) generally enhance the overall development plan for the Flag Plaza Area Redevelopment Zone District;

(e) not have an adverse impact on the physical, visual, or spatial characteristics of the existing streetscape in which such development is located or of the Redevelopment Plan; and

(f) not reduce the useful life or increase the cost of maintenance of the improvement to be modified or otherwise have an adverse impact on the long-term function of the development.

Deviations from the uses permitted in the Flag Plaza Area Redevelopment Zone District shall be permitted only by means of an amendment of this Redevelopment Plan by the Township Committee.

3. *Provisions Related to Rehabilitation.* The Redevelopment Plan does recognize the fact that there are existing buildings, the continued use, maintenance and minor improvement of which may be necessary and/or an improvement to the area, although said maintenance and minor improvement may be inconsistent with the goals, objectives and design standards of the area. In the case where deviations from bulk standards and/or design standards are sought for maintenance and minor improvements to an existing building or property containing such, the authority for granting or denying deviations from bulk and/or design standards herein shall be vested in the Board.

4. *Provisions Related to Off-Site Improvements.* The extent of the redeveloper's responsibility for any installation or upgrade of infrastructure related to their project, whether on-site or off-site, will be outlined in a redeveloper's agreement with the Township Committee. Off-site responsibility for properties not covered under the redeveloper's agreement will be determined in the same manner as other development projects throughout the Township during the permit and/or site plan review phases.

All infrastructure improvements shall comply with applicable local, state and federal codes including the Americans with Disabilities Act. All streetscape improvements shall also comply with applicable standards found in this Redevelopment Plan. All utilities shall be placed underground, unless otherwise authorized by the Township Committee.

5. *Housing Development District Standards and Use Standards.* The objectives and standards set forth hereafter are designed to implement, in phases, the Affordable Housing Plan Element. The uses and standards for development are permitted only within the Flag Plaza Area Redevelopment Zone District as shown on the revised Official Zoning Map.

The intent and purpose of the Flag Plaza Area Redevelopment Zone District is to implement the Affordable Housing Plan Element of the adopted Master Plan of Warren Township. This subsection provides for the phased implementation of the zone. The objectives are to provide and encourage development of housing affordable to low- and moderate-income households as defined by the New Jersey Fair Housing Act, as well as middle-income, age-targeted and adult households.

6. *Development Standards and Requirements.*

Permitted Uses	All uses permitted in the CB Zone Section 16-13.2 Apartments
Housing Units Permitted units	No more than 44 dwelling shall be permitted of which 20 shall be affordable rental units
Minimum Habitable Space for income restricted affordable units*	Studio/1 bedroom-425 square feet 2 bedroom - 650 square feet 3 bedroom - 750 square feet

*Habitable space shall be calculated by measurement of exterior walls.

The affordable housing bedroom distribution mix shall be as per UHAC regulations Section 5:80-26.3

Maximum Units Per Building	24 units/structure

Maximum No. of Bedrooms for Market Rate Units	2/unit
Maximum No. of Bedrooms for Affordable Units	3/unit
Maximum Building Height	2 stories/35 feet, whichever is less for mixed use (residential and non-residential) building 3 stories/35 feet (whichever is less for residential apartment building), measured from first floor elevation
Setbacks:	
Front Yard	50 feet
Side Yard	25 feet
Rear Yard	25 feet
Parking	As required by Section 16-24.4 of the Zoning Ordinance of Warren Township for non-residential portion of project shall apply; RSIS for residential portion of project shall apply
Housing Affordability Requirements	Twenty (20) rental units shall be affordable pursuant to Section 16-6 of this Chapter (Zoning Ordinance)
Occupancy Preference	The Developer shall make all reasonable efforts to provide preference to Warren residents or to those individuals who work in Warren and reside elsewhere. These efforts will be detailed in a plan and made part of the Redevelopment Agreement with the Warren Township Committee, acting as the "redevelopment entity".

(d) Roof. The type, shape, pitch, texture and color of a roof shall be considered as an integral part of the design of a building and shall be architecturally compatible with the style, materials, color and details of such building. Pitched roofs shall be required. Roofs and rooflines shall conform to the following standards:

(1) No flat roof shall be permitted on any building.

(2) Mansard roofs shall be discouraged.

(3) Architectural embellishments that add visual interest to roofs, such as dormers, belvederes, masonry chimneys and such similar elements shall be permitted, provided that same are architecturally compatible with the style, materials, colors and details of the building.

(4) For all roofs, the minimum permitted roof pitch shall be five on twelve.

(5) Roofline offsets shall be provided along any roof measuring longer than fifty (50) feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long roofline. If existing building(s) are being rehabilitated on exterior wall only, the foregoing shall not apply.

(e) Windows. Windows shall be architecturally compatible with the style, materials, colors and details of a building. Windows shall be vertically proportioned.

(f) Doors and Entrances. All entrances to a building shall be defined and articulated by utilizing such elements as lintels, pediments, pilasters, porticos, porches, overhangs, railings, balustrades and other such elements, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of such building.

(g) Physical Plant. All air-conditioning units, HVAC systems, exhaust pipes or stacks and elevator housing shall be shielded from view. Such shielding shall be accomplished by utilizing the walls or roof of the building and be designed to be

architecturally compatible with the style, materials, colors and details of such building. If systems are ground mounted, landscaping and fencing shall be required for visual screen.

(h) Materials, Colors and Details. All materials, colors and details used on the exterior of a building shall be architecturally compatible with the style of such building, as well as with each other.

(i) Shutters. The use of shutters on building facades shall be encouraged.

(j) Lighting. Light fixtures attached to the exterior of a building shall be designed to be architecturally compatible with the style, materials, colors and details of such building and other lighting fixtures used on the site. Consideration shall also be given to the type of light source utilized and the light quality such produces. The type of light source used on buildings, signs, parking area, pedestrian walkways and other areas of the Flag Plaza Area Redevelopment Zone District shall be the same or compatible. The use of low-pressure sodium or mercury vapor lighting either attached to buildings or to light the exterior of buildings shall be prohibited.

(k) All units shall, at a minimum, be equipped with Energy Star certified appliances and utilities and further, the redeveloper is encouraged to advance and/or achieve LEED standards and/or certification.

8. *Parking Design Standards.*

(a) Provision of parking spaces. The design and number of parking spaces required per this Redevelopment Plan shall be provided in conformance with Section 16-24.4 of the Zoning Ordinance of Warren Township. Each market rate unit shall have at least one garage parking space.

(b) Screening. Evergreen planting shall be required to buffer multi-family use from adjacent single family home(s).

7. *Design Standards for Flag Plaza Area Redevelopment Zone District.* The general design theme for the Flag Plaza Area Redevelopment Zone District shall be generally variations of colonial, French provincial and mansard design. Signage and all other improvements shall be designed to follow a Colonial theme to the extent possible. The following Design Standards shall apply to the Flag Plaza Area Redevelopment Zone District, and shall be utilized to carry out the design theme of the project.

(a) Applicability. These guidelines and standards shall apply to all applications for development within the Flag Plaza Area Redevelopment Zone District.

(b) General Design Standards.

(1) All buildings should be designed with an eye toward architectural detailing that can be unique, and complement the appearance of adjacent structures.

(2) Buildings shall have varied and variegated facades. Use of texture and window variations shall be encouraged.

(3) Pitched roofs are required.

(4) Buildings greater than 1 story in height are strongly encouraged (subject to maximum height requirement).

(5) Entryways shall give orientation and add aesthetically pleasing character to the front façade.

(6) Entrances shall include such features as canopies or porticos, overhangs, arcades, recesses/projections, raised corniced parapets over the doors, peaked roof forms and arches.

(c) Continuity of Treatment. The architectural treatment of a façade or roof shall be completely continued around all visibly exposed sides of a building. All sides of a building shall be architecturally designed so as to be consistent with regard to style, materials, colors and details. In the instance of multi-story buildings, the architectural treatment and building materials of the first floor shall be compatible with upper stories.

9. *Streetscape/Landscape Design Standards.* Interior driveways and traffic aisles shall provide streetscape elements including sidewalk, lampposts, benches, receptacles and planters.

SECTION 4. A copy of this Ordinance and the Redevelopment Plan shall be forwarded, after introduction, to the Warren Township Planning Board for a Master Plan consistency review in accordance with N.J.S.A. 40A:12A-7e.

SECTION 5. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be deemed to be invalid, such adjudication shall apply only to such section, paragraph, subdivision, clause or provision and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 7. This Ordinance shall take effect upon (i) filing with the Somerset County Planning Board in accordance with the Municipal Land Use Law; and (ii) adoption and publication in the manner required by New Jersey law.

ATTEST:

Cathy Reese, RMC
Township Clerk

TOWNSHIP OF WARREN

Carolann Garafola
Mayor

INTRODUCED September 7, 2017

ADOPTED October 5, 2017

EFFECTIVE October 12, 2017

FLAG PLAZA AREA (B88.04 L15) REDEVELOPMENT PLAN

INTRODUCTION

On January 26, 2017, by Resolution No. , the Township Committee of the Township of Warren (the "Township Committee") designated the Flag Plaza area (Block 88.04, Lot 15 the "Redevelopment Area") as "an area in need of redevelopment" pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) The Township Committee then directed the Township Planner to prepare a redevelopment plan for the Redevelopment Area. This Redevelopment Plan (the "Plan") serves to fulfill the statutory requirements pursuant to the LRHL.

The Flag Plaza Redevelopment Plan:

- will become the formal planning document for redevelopment of the area;
- is a collaborative effort of the Township Committee and the Township's Planning Board (the "Board");
- presents a zoning plan and permitted uses and standards of the Redevelopment Area; and
- sets forth the implementation strategy of the Plan.

STATUTORY REQUIREMENTS

According to State statute, the Plan shall include an outline for planning, development, redevelopment or rehabilitation of the Redevelopment Area sufficient to indicate:

- its relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
- proposed land uses and building requirements in the Redevelopment Area;
- adequate provision for the temporary and permanent relocation as necessary of residents in the Redevelopment Area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
- an identification of any property within the Redevelopment Area which is proposed to be acquired in accordance with the Plan; and
- any significant relationship of the Plan to:
    - the Master Plans of contiguous municipalities;
    - the Master Plan of the County in which the municipality is located and
    - the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" PL 1985, C398 (C52:18A-196 et al).

REDEVELOPMENT GOALS AND OBJECTIVES

The goals of the Plan are:

1. To transform underutilized and non-conforming buildings and property into fully productive uses and

2. To serve as the guiding document required for the Township Committee and Board for the area.

The objectives of the Plan are:

1. Revitalize the Redevelopment Area by providing opportunities for redevelopment of properties by redevelopers.

2. Create land use and building requirements specific to the Redevelopment Area that will promote the development of a pedestrian friendly, human scale neighborhood with a cohesive, unified Colonial design theme.

3. Utilize high quality design standards in construction and reconstruction of buildings and improvements.

4. Provide for a variety of affordable market rate housing units including income restricted units.

STATEMENT OF STATUTORY COMPLIANCE

The Plan fully complies with State statutes.

Consistency with Local Objectives:

This Plan is sufficiently complete to define redevelopment, improvements, zoning changes, planning concepts and building requirements.

Proposed Land Uses and Bulk Requirements:

This Plan includes maps and text sufficient to describe proposed land uses and bulk requirements for the Redevelopment Area. If businesses are displaced, each will be interviewed to determine their relocation requirements. The Township Committee and its designated redeveloper will comply with the "Relocation Assistance Law of 1967", P.L. 1967, c.79 and the Relocation Assistance Act, P.L. 1971, C. 362.

Identification of Property Proposed to be Acquired:

No property acquisitions are proposed.

Relationship to local, County and State Plans:

This Plan conforms to the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.S. 1985. Its policy of providing appropriate densities to make efficient use of existing infrastructure, while maintaining the character of the Redevelopment Area in accordance with plan objectives.

This Plan is compatible with the Master Plans of adjacent municipalities and no community is remotely near the Redevelopment Area.

Relationship to Municipal Land Use Law:

This Plan is a part of the Master Plan and describes its relationship to the Municipal Land Use Law and creates no conflict with any development regulations.

Civil Rights and Affirmative Action:

The Township Committee agrees to take leadership within the community, to ensure compliance with Title VI of the Civil Rights Act of 1964, and Title VII as amended in March 1972 and with all the affirmative action requirements of the State of New Jersey, including those requirements of P.L. 1975 and the regulations issued by the State of New Jersey and the Township of Warren.

GENERAL PROVISIONS OF THIS PLAN

Land use provisions and building requirements for the Redevelopment Area are deemed necessary as minimum requirements in the interest of public health, safety, convenience and general welfare. They are intended to provide a frame of reference for physical development of the Redevelopment Area. Developers will be given flexibility in project planning and design so long as buildings and improvements reflect quality, permanence and physical integration through design elements. The Township Committee has not attempted in these controls to anticipate every possible design or land use solution. Rather, project proposals will be evaluated as to how they achieve the objectives of this Plan.

1. The Township Committee and the Board specifically reserve the right to review and approve the redevelopers' plan and specifications with respect to their conformance to this Plan. Such a review shall be based on submissions to the Board of a site plan and/or subdivision plan locating the proposed project in the Redevelopment Area; a site plan and/or subdivision plan that complies with Township site plan regulations illustrating all site features; and building elevations for all facades.

2. Subdivisions of lots and parcels of land within the Redevelopment Area shall be in accordance with requirements of this Plan, the Township Subdivision and Site Plan requirements and applicable requirements of the Township's Zoning Ordinance.

3. The redeveloper shall also comply with the requirements of the Local Redevelopment and Housing Law, P.L. 1992, Chapter 79.

LAND USE PLAN

The permitted uses and design standards within the Redevelopment Area and the design standards that apply to the Area are detailed in the District Standards and Design Standards sections set forth below.

Relationship of Plan to the Township Plan Development Regulations:

The standards contained within this Plan shall supersede the existing zoning of the Redevelopment Area and shall apply to any redevelopment or rehabilitation project designed to implement this Plan, whether by a designated redeveloper or by private property owners. Where regulations of this Plan conflict with the Zoning Ordinance or design standards, this Plan shall control. The continued use of existing properties made nonconforming by adoption of this Plan is permitted

until the Redevelopment Area is to be redeveloped or substantially rehabilitated, at which time the provisions of this Plan shall apply. In the case where a particular land use or site standard is not covered in this Plan, compliance with the Township's Zoning Ordinance or other applicable Township codes will be required.

Exceptions to Standards:

Variation from the development requirements and design standards set forth by this Plan may be necessary in certain limited circumstances, such as the building size standards. In such instances, the Board may grant reasonable exceptions from certain bulk, parking or design requirements if the designated redeveloper demonstrates that such design exception(s) will not substantially impair the intent of the Plan and will not present a substantial detriment to the public health, safety and welfare.

To gain approval of such modification or waiver of a development requirement or design standard, the applicant shall demonstrate that the resulting change will:

1. generally satisfy the Plan's goals and objectives;

2. be designated in accordance with the Township's normally acceptable engineering, planning and/or architectural practices;

3. not have an adverse impact on the physical, visual or spatial characteristics of the overall development plan for the Redevelopment Area or adjacent or nearby properties;

4. generally enhance the overall development plan for the Redevelopment Area;

5. not have an adverse impact on the physical, visual or spatial characteristics of the exiting streetscape in which such development is located or of this Plan; and

6. not reduce the useful life or increase the cost of maintenance of the improvement to be modified or otherwise have an adverse impact on the long-term function of the development.

Deviations from the uses permitted in the Redevelopment Area shall be permitted only by means of an amendment of this Plan by the Township Committee.

Provisions Related to Rehabilitation:

This Plan does recognize the fact that there are existing buildings, the continued use, maintenance and minor improvement of which may be necessary and/or an improvement to the area, although said maintenance and minor improvement may be inconsistent with the goals, objectives and design standards of the area. In the case where deviations from bulk standards and/or design standards are sought for maintenance and minor improvements to an existing building or property containing such, the authority for granting or denying deviations from the bulk and/or design standards herein shall be vested in the Board.

Provisions Related to Off-Site Improvements:

The extent of the redeveloper's responsibility for any installation or upgrade of infrastructure related to their project, whether on-site or off-site, will be outlined in a redeveloper's agreement with the Township Committee. Off-site responsibility for properties not covered under the redeveloper's agreement will be determined in the same manner as other development projects throughout the Township during the permit and/or site plan review phases.

All infrastructure improvements shall comply with applicable local, state and federal codes including the Americans with Disabilities Act. All streetscape improvements shall also comply with applicable standards found in this Plan. All utilities shall be placed underground, unless otherwise authorized by the Township Committee.

Housing Development District Standards and Use Standards:

The objectives and standards set forth hereafter are designated to implement, in phases, the Affordable Housing Plan Element. The uses and standards for development are permitted only within the Redevelopment zone as shown on the revised Official Zoning Map.

The intent and purpose of the Flag Plaza Redevelopment Zone is to implement the Affordable Housing Plan Element of the adopted Master Plan of Warren Township. This subsection provides for the phased implementation of the Plan. The objectives are to provide and encourage development of housing affordable to low and moderate income households as defined by COAH, as well as middle income, age targeted and adult households.

Development Standards and Requirements:

Permitted Uses	All uses permitted in the CB Zone Section 16-13.2 Apartments	
Housing Units Permitted	No more than 44 dwelling units shall be permitted of which 20 shall be affordable rental units	
Minimum Habitable Space for income restricted affordable units*	Studio & 1 bdrm	425 sf
	2 bdrm	650 sf
	3 bdrm	750 sf

*Habitable space shall be calculated by measurement of exterior walls.
The affordable housing bedroom distribution mix as per UHAC regulations Section 5:80-26.3

Maximum Units Per Building	24 units/structure
Maximum No of Bedrms for Market Rate Units	2/unit
Maximum No of Bedrms for Affordable Units	3/unit

Maximum Building Height	2 stories/35 feet, whichever is less for mixed use (residential and non-residential) building 3 stories/35 feet (whichever is less for residential apartment building), measured from the first floor elevation
Setbacks:	
Front Yard	50 feet
Side Yard	25 feet
Rear Yard	25 feet
Parking	As required by Section 16-24.4 of the Zoning Ordinance of Warren Township for non-residential portion of project shall apply; RSIS for residential portion of project shall apply
Housing Affordability Requirements	Twenty (20) rental units shall be affordable pursuant to Section 16-6 of this chapter (zoning ordinance)
Occupancy Preference	The Developer shall make all reasonable efforts to provide preference to Warren residents or to those individuals who work in Warren and reside elsewhere. These efforts will be detailed in a plan and made a part of the Redevelopment Agreement with the Warren Township Committee, acting as the "redevelopment entity".

Design Standards for Flag Plaza Redevelopment Area Zone:

The general design theme for the Redevelopment Area shall be generally variations of colonial, French provincial and mansard designs. Signage and all other improvements shall be designed to follow a Colonial theme to the extent possible. The following Design Standards shall apply to the Redevelopment Area, and shall be utilized to carry out the design theme of the Area.

A. Applicability. These guidelines and standards shall apply to all applications for development within the Redevelopment Area.

B. General Design Standards.

1. All buildings should be designed with an eye toward architectural detailing that can be unique, and compliment the appearance of adjacent structures.
2. Buildings shall have varied and variated facades. Use of texture and window variations shall be encouraged.
3. Pitched roofs are required.
4. Buildings greater than 1 story in height are strongly encouraged (subject to the maximum height requirement).
5. Entryways shall give orientation and add aesthetically pleasing character to the

front facade.

6. Entrances shall include such features as canopies or porticos, overhangs, arcades, recesses/projections, raised corniced parapets over the doors, peaked roof forms and arches.

C. Continuity of Treatment. The architectural treatment of a façade or roof shall be completely continued around all visibly exposed sides of a building. All sides of building shall be architecturally designed so as to be consistent with regard to style, materials, colors and details. In the instance of multi-story buildings, the architectural treatment and building materials of the first floor shall be compatible with upper stories.

D. Roof. The type, shape, pitch, texture and color of a roof shall be considered as an integral part of the design of a building and shall be architecturally compatible with the style, materials, color and details of such building. Pitched roofs shall be required. Roofs and rooflines shall conform to the following standards:

1. No flat roof shall be permitted on a building.
2. Mansard roofs shall be discouraged.
3. Architectural embellishments that add visual interest to roofs, such as dormers, belvederes, masonry chimneys and such similar elements shall be permitted, provided that same are architecturally compatible with the style, materials, colors and details of the building.
4. For all roofs, the minimum permitted roof pitch shall be five on twelve.
5. Roofline offsets shall be provided along any roof measuring longer than fifty (50) feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long roofline. If existing building(s) are being rehabilitated on exterior wall only, the foregoing shall not apply.

E. Windows. Windows shall be architecturally compatible with the style, materials, colors and details of a building. Windows shall be vertically proportioned.

F. Doors and Entrances. All entrances to a building shall be defined and articulated by utilizing such elements as lintels, pediments, pilasters, porticoes, porches, overhangs, railings, balustrades and other such elements, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of such building.

G. Physical Plant. All air-conditioning units, HVAC systems, exhaust pipes or stacks and elevator housing shall be shielded from view. Such shielding shall be accomplished by utilizing the walls or roof of the building and be designed to be architecturally compatible with the style, materials, colors and details of such building. If systems are ground mounted, landscaping and fencing shall be required for visual screen

H. Materials, Colors and Details. All materials, colors and details used on the exterior of a building shall be architecturally compatible with the style of such building, as well as with each other.

I. Shutters. The use of shutters on building facades shall be encouraged.

J. Lighting. Light fixtures attached to the exterior of a building shall be designed to be architecturally compatible with the style, materials, colors and details of such building and other lighting fixtures used on the site. Consideration shall also be given to the type of light source utilized and the light quality such produces. The type of light source used on buildings, signs, parking areas, pedestrian walkways and other areas of the Redevelopment Area shall be the same or compatible. The use of low-pressure sodium or mercury vapor lighting either attached to buildings or to light the exterior of buildings shall be prohibited.

K. All units shall, at minimum, be equipped with Energy Star certified appliances and utilities and further, the redeveloper is encouraged to advance and/or achieve LEED standards and/or certification.

Parking Design Standards:

A. Provision of parking spaces. The design and number of parking spaces required per this Plan shall be provided in conformance with Section 16-24.4 of the Zoning Ordinance of Warren Township. Each market rate unit shall have at least one garage parking space.

B. Screening. Evergreen planting shall be required to buffer multifamily use from adjacent single family home(s).

Streetscape/Landscape Design Standards:

Interior driveways and traffic aisles shall provide streetscape elements including sidewalk, lampposts, benches, trash receptacles and planters.

PROPERTY ACQUISITION AND RELOCATION

The Township will not exercise its power of condemnation in the redevelopment area.

Relocation:

The Township Committee will provide all displaced tenants and landowners with the appropriate relocation assistance, pursuant to applicable State and Federal law, should relocation be necessary.

PLAN RELATIONSHIP TO DEFINITIVE LOCAL OBJECTIVES

The redevelopment of Flag Plaza Redevelopment Zone was not specifically discussed in the Township's Master Plan; however, it is consistent with the Housing Plan objectives and principles of the Master Plan. Further, this Plan is a sub-element of the Master Plan.

RELATIONSHIP TO OTHER PLANS

This Plan has no impact upon the Master Plans of adjacent municipalities. No municipality is remotely contiguous to the Redevelopment Area.

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State Development and Redevelopment Plan (SDRP):

The State Development and Redevelopment Plan (SDRP) places the Redevelopment Area in Planning Area 2 (PA2). This Plan is consistent with the planning goals and objectives of the SDRP which encourages infill development and redevelopment of areas containing existing infrastructure.

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

Amending the Redevelopment Plan:

Upon compliance with the requirements of applicable law, the Township Committee of the Township may amend, revise or modify this Plan, as circumstances may make such changes appropriate.

Duration of the Redevelopment Plan:

This Plan, as amended, shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Township Committee.

Application for Development/Redevelopment:

No application for development or redevelopment in the Redevelopment Area may be filed with the Board until such time as the applicant/redeveloper has applied for and received a designation as a redeveloper from the Township Committee and has executed a Redevelopment Agreement with the Township Committee providing for the proposed application.

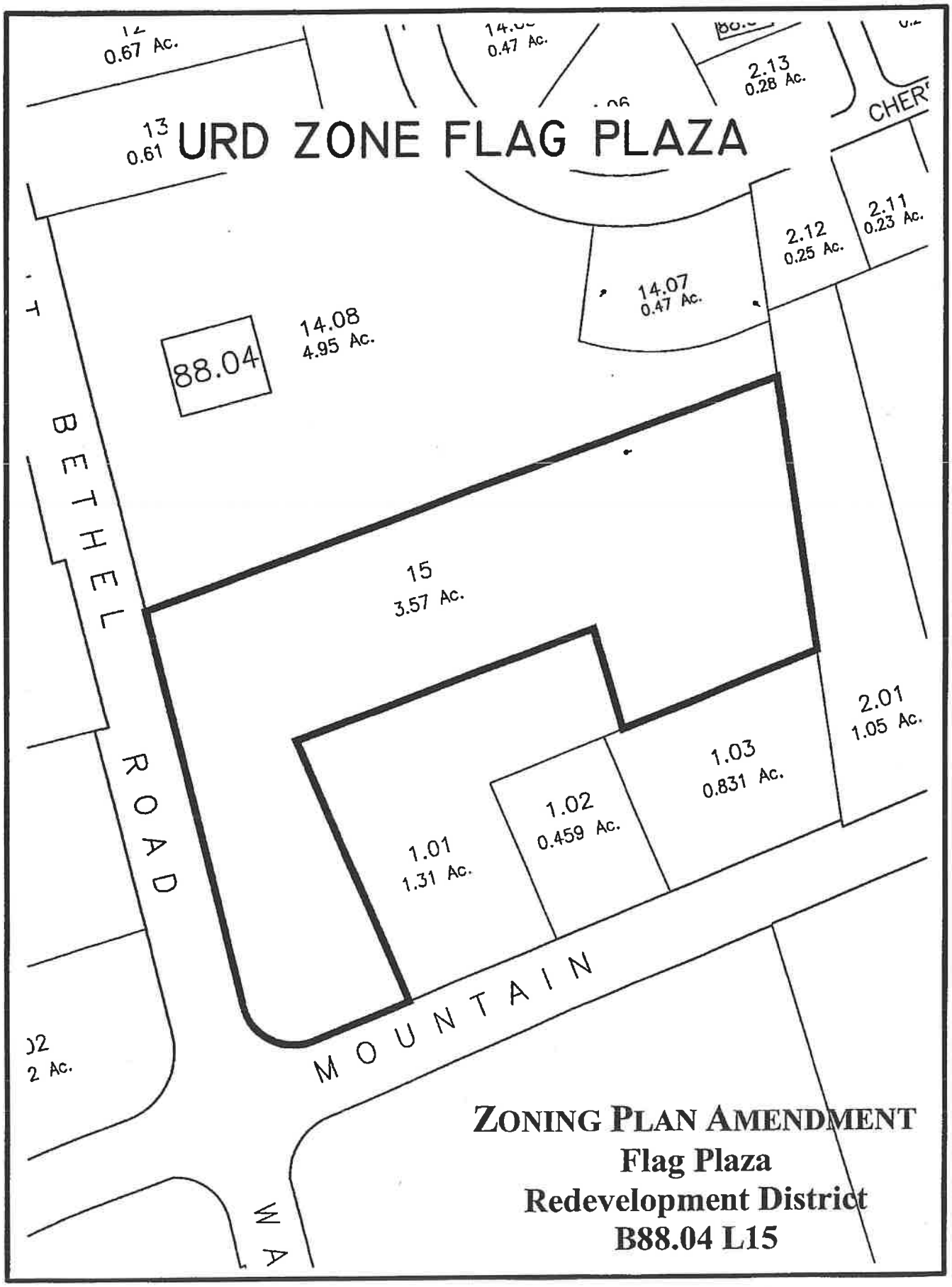
Conveyance of Land:

The Township Committee may sell, lease or otherwise convey to a redeveloper for redevelopment, subject to the restrictions, controls and requirements of this Plan, all or any portion of the land within the Redevelopment Area which becomes available to disposal by the municipality as a result of public action under this Plan. The Township Committee reserves the right to formulate an agreement under any of the above referenced arrangements and to enforce resale covenants.

Redevelopment Entity:

The Township Committee shall serve as the redevelopment entity hereunder.

9



ZONING PLAN AMENDMENT
Flag Plaza
Redevelopment District
B88.04 L15

SCHEDULE A-3- AMERICAN PROPERTIES
ZONING ORDINANCE
[SEE ATTACHED]

EXPLANATION: This Ordinance adopts a Redevelopment Plan for an "area in need of redevelopment" known as the "Mt. Bethel Redevelopment Area" consisting of Block 78, Lots 15.01 & 15.02 as shown on the Tax Map of the Township of Warren in accordance with N.J.S.A. 40A:12A-7, and supplements and amends Chapter XVI entitled "Zoning" by the amendment of Section 16-3 entitled "Official Zoning Map and Interpretations", and the addition new Subsection 16-19.4 entitled "Mt. Bethel Area (Block 78, Lots 15.01 & 15.02) Redevelopment Plan".

TOWNSHIP OF WARREN
ORDINANCE NO. 17-21

AN ORDINANCE ADOPTING A REDEVELOPMENT PLAN FOR AN "AREA IN NEED OF REDEVELOPMENT" KNOWN AS THE "MT. BETHEL REDEVELOPMENT AREA" CONSISTING OF BLOCK 78, LOTS 15.01 & 15.02 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF WARREN IN ACCORDANCE WITH N.J.S.A. 40A:12A-7, AND SUPPLEMENTING AND AMENDING CHAPTER XVI OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WARREN ENTITLED "ZONING" BY THE AMENDMENT OF SECTION 16-3 ENTITLED "OFFICIAL ZONING MAP AND INTERPRETATIONS", AND BY THE ADDITION OF NEW SUBSECTION 16-19.4 ENTITLED "MT. BETHEL AREA (BLOCK 78, LOTS 15.01 & 15.02) REDEVELOPMENT PLAN".

WHEREAS, the Township of Warren is authorized pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), to determine whether certain parcels of land within the Township constitute "an area in need of redevelopment"; and

WHEREAS, by Resolution No. 2016-220 dated October 6, 2016, the Warren Township Committee authorized and directed the Warren Township Planning Board to undertake a preliminary investigation and conduct a public hearing in order to determine whether or not Block 78, Lots 15.01 & 15.02 as shown on the Tax Map of the Township of Warren (the "Study Area") is an "area in need of redevelopment" in accordance with the criteria set forth in N.J.S.A. 40A:12A-5 of the Redevelopment Law; and

WHEREAS, the Planning Board, pursuant to N.J.S.A. 40A:12A-6, undertook a preliminary investigation, conducted a public hearing on November 28, 2016 and reviewed a report entitled "Preliminary Redevelopment Area Study Mt. Bethel Block 78, Lots 15.01 & 15.02" (the "Report") and, in consideration of the Report and the testimony presented, recommended to the Warren Township Committee by Resolution adopted December 19, 2016, that the Study Area be determined to be an "area in need of redevelopment"; and

WHEREAS, on January 26, 2017, the Warren Township Committee adopted Resolution No. 2017-59 authorizing the designation of the Study Area as an "area in need of redevelopment" pursuant to N.J.S.A. 40A:12A-1 et seq., and directed the Planning Board to cause to be prepared a redevelopment plan for the Study Area pursuant to N.J.S.A. 40A:12A-7f of the Redevelopment Law; and

WHEREAS, the Planning Board caused to be issued an "Amendment to the Master Plan Redevelopment Element of Warren Township" dated June 5, 2017 (the "Master Plan Amendment"), which Master Plan Amendment was adopted by Planning Board Resolution on August 28, 2017; and

WHEREAS, the Township Planner has prepared and submitted to the Township Committee a redevelopment plan entitled, "Mt. Bethel Area (B78 L15.01 & 15.02) Redevelopment Plan" (the "Redevelopment Plan"), outlining the planning, development and redevelopment of the Redevelopment Area in accordance with the provisions of N.J.S.A. 40A:12A-7; and

WHEREAS, the Township Committee reviewed the Redevelopment Plan and finds the specifics of the Redevelopment Plan to be satisfactory; and

WHEREAS, the Township Committee now desires to adopt the Redevelopment Plan, a copy of which is attached hereto; and

WHEREAS, the Township Committee further desires to amend Chapter XVI entitled "Zoning" as set forth below to include (for reference purposes) the specific land use, bulk requirements, and design standards contained within the Redevelopment Plan.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Warren, in the County of Somerset, State of New Jersey, as follows:

SECTION 1. The Redevelopment Plan attached hereto and made a part hereof as Exhibit A is hereby approved pursuant to N.J.S.A. 40A:12A-7 of the Redevelopment Law.

SECTION 2. Chapter 16 entitled "Zoning" of *The Revised General Ordinances of the Township of Warren*, as heretofore supplemented and amended, is hereby supplemented and amended by the amendment of Subsection 16-3.1 entitled "Official Zoning Map" of Section 16-3 entitled "Official Zoning Map and Interpretations" to designate Block 78, Lots 15.01 & 15.02 as the "Mt. Bethel Area Redevelopment Zone District" as shown on the Zoning Plan Amendment included in the Redevelopment Plan, and in accordance with the provisions of the Redevelopment Plan.

SECTION 3. Chapter 16 entitled "Zoning" of *The Revised General Ordinances of the Township of Warren*, as heretofore supplemented and amended, is hereby supplemented and amended by the addition of new Subsection 16-19.4 entitled "Mt. Bethel Area (Block 78, Lots 15.01 & 15.02) Redevelopment Plan" to read as follows:

16-19.4 Mt. Bethel Area (Block 78, Lots 15.01 & 15.02) Redevelopment Plan.

a. Block 78, Lots 15.01 & 15.02 have been designated as the "Mt. Bethel Area Redevelopment Zone District" pursuant to a Redevelopment Plan entitled "Mt. Bethel Area (B78 L15.01 & 15.02) Redevelopment Plan", (the "Redevelopment Plan"), a complete copy of which is on file in the office of the Township Clerk.

b. **Land Use Plan.** The permitted uses and design standards within the Mt. Bethel Area Redevelopment Zone District are detailed in the sections set forth below:

1. *Relationship of Plan to Township Plan Development Regulations.* The standards contained herein shall supersede any zoning standards existing prior to the adoption of the Redevelopment Plan and shall apply to any redevelopment or rehabilitation project designed to implement this Redevelopment Plan, whether by a designated redeveloper or by private property owners. Where regulations of this redevelopment Plan conflict with the Zoning Ordinance or design standards, this Redevelopment Plan shall control. The continued use of existing properties made nonconforming by the adoption of the Redevelopment Plan is permitted until the Mt. Bethel Area Redevelopment District is to be redeveloped or substantially rehabilitated, at which time the provisions contained herein shall apply. If a particular land use or site standard is not covered in this Redevelopment Plan, compliance with the Warren Township Zoning Ordinance or other applicable Township codes will be required.

2. *Exceptions to Standards.* Variation from the development requirements and design standards set forth herein may be necessary in certain limited circumstances, such as building size standards. In such instances, the Planning Board may grant reasonable exceptions from certain bulk, parking or design requirements if the designated redeveloper demonstrates that such design exception(s) will not substantially impair the intent of the Redevelopment Plan, and will not present a substantial detriment to the public health, safety and welfare.

To gain approval of such modification or waiver of a development requirement, the applicant shall demonstrate that the resulting change will:

(a) generally satisfy the Redevelopment Plan's goals and objectives;

(b) be designated in accordance with the Township's normally acceptable engineering, planning and/or architectural practices;

(c) not have an adverse impact on the physical, visual or spatial characteristics of the overall development plan for the Mt. Bethel Area Redevelopment Zone District or adjacent or nearby properties;

(d) generally enhance the overall development plan for the Mt. Bethel Area Redevelopment Zone District;

(e) not have an adverse impact on the physical, visual, or spatial characteristics of the existing streetscape in which such development is located or of the Redevelopment Plan; and

(f) not reduce the useful life or increase the cost of maintenance of the improvement to be modified or otherwise have an adverse impact on the long-term function of the development.

Deviations from the uses permitted in the Mt. Bethel Area Redevelopment Zone District shall be permitted only by means of an amendment of this Redevelopment Plan by the Township Committee.

3. *Provisions Relatedto Rehabilitation.* No rehabilitation is contemplated in the Mt. Bethel Road Redevelopment district.

4. *Provisions Related to Off-Site Improvements.* The extent of the redeveloper's responsibility for any installation or upgrade of infrastructure related to their project, whether on-site or off-site, will be outlined in a redeveloper's agreement with the Township Committee. Off-site responsibility for properties not covered under the redeveloper's agreement will be determined in the same manner as other development projects throughout the Township during the permit and/or site plan review phases.

All infrastructure improvements shall comply with applicable local, state and federal codes including the Americans with Disabilities Act. All streetscape improvements shall also comply with applicable standards found in this Redevelopment Plan. All utilities shall be placed underground, unless otherwise authorized by the Township Committee.

5. *Housing Development District Standards and Use Standards.* The objectives and standards set forth hereafter are designed to implement, in phases, the Affordable Housing Plan Element. The uses and standards for development are permitted only within the Mt. Bethel Area Redevelopment Zone District as shown on the revised Official Zoning Map.

The intent and purpose of the Mt. Bethel Area Redevelopment Zone District is to implement the Affordable Housing Plan Element of the adopted Master Plan of Warren Township. This subsection provides for the phased implementation of the zone. The objectives are to provide and encourage development of housing affordable to low- and moderate-income households as defined by the New Jersey Fair Housing Act, as well as middle-income, age-targeted and adult households.

6. *Development Standards and Requirements.*

Permitted Uses	Side by side semi-attached units Town home Apartments where units may be designed to be one above one another
Accessory Uses	Patios, balconies, decks Fences and walls Signs Stormwater facilities Pump stations Garbage corrals Common recreational facilities
Housing Units Permitted units	No more than 106 dwelling shall be permitted of which 25 shall be affordable rental units
Minimum Habitable Space for income restricted affordable units*	1 bedroom- 700 square feet 2 bedroom - 770 square feet 3 bedroom - 875 square feet

*Habitable space shall not include garage, unfinished attic and basement floor space whether finished or not. Habitable space shall be calculated using outside wall dimensions.

The affordable housing bedroom distribution mix shall be as per UHAC regulations Section 5:80-26.3.

Market rate units shall provide first floor master bedroom for no less than 50% of all market rate units.

Minimum/Maximum Units Per Building	2/8 units/structure
Maximum No. of Bedrooms/Units	3/unit
Maximum Building Height	2 stories/35 feet (whichever is less) measured from the first floor elevation
Minimum Setbacks: Front Yard from Mt. Bethel Road	50 feet
Front yard from Private Street	20 feet (curb line)
Side Yard	25 feet
Rear Yard	25 feet
Parking	Development shall meet RSIS standards and further, each market rate dwelling unit shall have a garage
Housing Affordability Requirements	25 units shall be affordable pursuant to Section 16-6 of this Chapter (Zoning Ordinance)
Occupancy Preference	The Developer shall make all reasonable efforts to provide preference to Warren residents or to those individuals who work in Warren and reside elsewhere. These efforts will be detailed in a plan and made part of the Redevelopment Agreement with the Warren Township Committee, acting as the "redevelopment entity".

7. *Design Standards for Mt. Bethel Area Redevelopment Zone District.* The general design theme for the Mt. Bethel Area Redevelopment Zone District shall be generally variations of traditional theme. Buildings, signage and all other improvements shall be designed to follow a project design theme to the extent possible. The following Design Standards shall apply to the Mt. Bethel Area Redevelopment Zone District, and shall be utilized to carry out the design theme of the project.

(a) Applicability. These guidelines and standards shall apply to all applications for development within the Flag Plaza Area Redevelopment Zone District.

(b) General Design Standards.

(1) All buildings should be designed with an eye toward architectural detailing that can be unique, and complement the appearance of adjacent structures.

(2) Buildings shall have varied and variegated facades. Use of texture and window variations shall be encouraged.

(3) Pitched roofs are required.

(4) Buildings greater than 1 story in height are strongly encouraged (subject to maximum height requirement).

(5) Entryways shall give orientation and add aesthetically pleasing character to the front façade.

(6) Entrances shall include such features as canopies or porticos, overhangs, arcades, recesses/projections, raised corniced parapets over the doors, peaked roof forms and arches.

(c) Continuity of Treatment. The architectural treatment of a façade or roof shall be completely continued around all visibly exposed sides of a building. All sides of a building shall be architecturally designed so as to be consistent with regard to style, materials, colors and details. In the instance of multi-story buildings, the architectural treatment and building materials of the first floor shall be compatible with upper stories.

(d) Exemptions. Whereas steep slopes are defined as and include all areas of land of fifteen (15%) grade or greater. This major subdivision development shall be exempt from the restrictions on slopes greater than 15% as per Chapter XV 15-12.3.

(e) Roof. The type, shape, pitch, texture and color of a roof shall be considered as an integral part of the design of a building and shall be architecturally compatible with the style, materials, color and details of such building. Pitched roofs shall be required. Roofs and rooflines shall conform to the following standards:

(1) No flat roof shall be permitted as the main roof on any building.

(2) Mansard roofs shall be discouraged.

(3) Architectural embellishments that add visual interest to roofs, such as dormers, belvederes, masonry chimneys and such similar elements shall be permitted, provided that same are architecturally compatible with the style, materials, colors and details of the building.

(4) For all main roofs, the minimum permitted roof pitch shall be seven on twelve.

(5) Roofline offsets shall be provided along any roof measuring longer than fifty (50) feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long roofline. If existing building(s) are being rehabilitated on exterior wall only, the foregoing shall not apply.

(f) Windows. Windows shall be architecturally compatible with the style, materials, colors and details of a building. Windows shall be vertically proportioned.

(g) Doors and Entrances. All primary entrances to a building shall be defined and articulated by utilizing such elements as lintels, pediments, pilasters, porticos, porches, overhangs, railings, balustrades and other such elements, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of such building.

(h) Physical Plant. All air-conditioning units, HVAC systems, exhaust pipes or stacks and elevator housing shall be shielded from view. Such shielding shall be accomplished by utilizing landscaping or the walls or roof of the building and be designed to be architecturally compatible with the style, materials, colors and details of such building. If systems are ground mounted, landscaping and fencing shall be required for visual screen.

(i) Materials, Colors and Details. All materials, colors and details used on the exterior of a building shall be architecturally compatible with the style of such building, as well as with each other.

(ji) Shutters. The use of shutters on building facades shall be encouraged.

(k) Lighting. Light fixtures attached to the exterior of a building shall be designed to be architecturally compatible with the style, materials, colors and details of such building and other lighting fixtures used on the site. Consideration shall also be given to the type of light source utilized and the light quality such produces. The type of light source used on buildings, signs, parking area, pedestrian walkways and other areas of the Mt. Bethel Area Redevelopment Zone District shall be the same or compatible. The use of low-pressure sodium or mercury vapor lighting either attached to buildings or to light the exterior of buildings shall be prohibited.

(l) All market rate buildings shall have a basement and access to the individual basement for each market rate unit in the building.

(m) All units shall, at a minimum, be equipped with Energy Star certified appliances and utilities and further, the redeveloper is encouraged to advance and/or achieve LEED standards and/or certification.

8. *Parking Design Standards.*

(a) Provision of parking spaces. The design and number of parking spaces required per this Redevelopment Plan shall be provided in conformance with RSIS (NJAC 5:21-4.14 through

4.16). Each market rate unit shall have at least one garage parking space.

(b) Screening. Where buffers are required in the Redevelopment Plan, there shall be provided along the exterior lot line of the development a continuous, year-round planting screen at least 6 feet in height.

9. *Streetscape/Landscape Design Standards.* Interior roadways shall provide streetscape elements including sidewalks and lampposts.

Street trees shall be provided in accordance with all applicable Township Code requirements.

SECTION 4. A copy of this Ordinance and the Redevelopment Plan shall be forwarded, after introduction, to the Warren Township Planning Board for a Master Plan consistency review in accordance with N.J.S.A. 40A:12A-7e.

SECTION 5. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 6. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be deemed to be invalid, such adjudication shall apply only to such section, paragraph, subdivision, clause or provision and the remainder of this Ordinance shall be deemed valid and effective.

SECTION 7. This Ordinance shall take effect upon (i) filing with the Somerset County Planning Board in accordance with the Municipal Land Use Law; and (ii) adoption and publication in the manner required by New Jersey.

ATTEST:

Cathy Reese, RMC
Township Clerk

TOWNSHIP OF WARREN

Carolann Garafola
Mayor

INTRODUCED September 7, 2017

ADOPTED October 5, 2017

EFFECTIVE October 12, 2017

MT BETHEL AREA (B78 L15.01 & 15.02) REDEVELOPMENT PLAN

July 21, 2017

INTRODUCTION

On January 26, 2017, by Resolution No. 2017-59, the Township Committee of the Township of Warren (the "Township Committee") designated the Mt Bethel Road area (Block 78, Lot 15.01 & 15.02, the "Redevelopment Area") as "an area in need of redevelopment" pursuant to the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.). The Township Committee then directed the Township Planner to prepare a redevelopment plan for the Redevelopment Area. This Redevelopment Plan (the "Plan") serves to fulfill the statutory requirements pursuant to the LRHL.

The Mt Bethel Road Redevelopment Plan:

- will become the formal planning document for redevelopment of the area;
- is a collaborative effort of the Township Committee and the Township's Planning Board (the "Board");
- presents a zoning plan and permitted uses and standards of the Redevelopment Area; and
- sets forth the implementation strategy of the Plan.

STATUTORY REQUIREMENTS

According to State statute, the Plan shall include an outline for planning, development, redevelopment or rehabilitation of the Redevelopment Area sufficient to indicate:

- its relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
- proposed land uses and building requirements in the Redevelopment Area;
- adequate provision for the temporary and permanent relocation as necessary of residents in the Redevelopment Area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market;
- an identification of any property within the Redevelopment Area which is proposed to be acquired in accordance with the Plan; and
- any significant relationship of the Plan to:
    - the Master Plans of contiguous municipalities;
    - the Master Plan of the County in which the municipality is located and
    - the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" PL 1985, C398 (C52:18A-196 et al).

REDEVELOPMENT GOALS AND OBJECTIVES

The goals of the Plan are:

1. To transform underutilized and dilapidated buildings and property into fully

productive uses and

2. To serve as the guiding document required for the Township Committee and Board for the area

The objectives of the Plan are:

1. Revitalize the Redevelopment Area by providing the opportunity for redevelopment of the properties by redevelopers.

2. Create land use and building requirements specific to the Redevelopment Area that will promote the development of a pedestrian friendly, human scale neighborhood with a cohesive, unified design theme.

3. Utilize high quality design standards in construction of buildings and improvements.

4. Provide for a variety of affordable market rate housing units including income restricted units.

STATEMENT OF STATUTORY COMPLIANCE

The Plan fully complies with State statutes.

Consistency with Local Objectives:

This Plan is sufficiently complete to define redevelopment, improvements, zoning changes, planning concepts and building requirements.

Proposed Land Uses and Bulk Requirements:

This Plan includes maps and text sufficient to describe proposed land uses and bulk requirements for the Redevelopment Area. The Township Committee and its designated redeveloper will comply with the "Relocation Assistance Law of 1967", P.L. 1967, c.79 and the Relocation Assistance Act, P.L. 1971, C. 362 if applicable.

Identification of Property Proposed to be Acquired:

The Plan is sufficient to identify the property within the Redevelopment Area. No property is proposed to be acquired.

Relationship to local, County and State Plans:

This Plan conforms to the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" P.S. 1985. Its policy of providing appropriate densities to make efficient use of existing infrastructure, while maintaining the character of the Redevelopment Area in accordance with plan objectives.

This Plan is compatible with the Master Plans of adjacent municipalities and that no community is remotely near the Redevelopment Area.

Relationship to Municipal Land Use Law:

This Plan is a part of the Master Plan and describes its relationship to the Municipal Land Use Law and creates no conflict with any development regulations.

Civil Rights and Affirmative Action:

The Township Committee agrees to take leadership within the community, to ensure compliance with Title VI of the Civil Rights Act of 1964, and Title VII as amended in March 1972 and with all the affirmative action requirements of the State of New Jersey, including those requirements of P.L. 1975 and the regulations issued by the State of New Jersey and the Township of Warren.

GENERAL PROVISIONS OF THIS PLAN

Land use provisions and building requirements for the Redevelopment Area are deemed necessary as minimum requirements in the interest of public health, safety, convenience and general welfare. They are intended to provide a frame of reference for physical development of the Redevelopment Area. Developers will be given flexibility in project planning and design so long as buildings and improvements reflect quality, permanence and physical integration through design elements. The Township Committee has not attempted in these controls to anticipate every possible design or land use solution. Rather, project proposals will be evaluated as to how they achieve the objectives of this Plan.

1. The Township Committee and the Board specifically reserve the right to review and approve the redevelopers' plans and specifications with respect to their conformance to this Plan. Such a review shall be based on submissions to the Board of a site plan and/or subdivision plan locating the proposed project in the Redevelopment Area; a site plan and/or subdivision plan that complies with Township site plan regulations illustrating all site features; and building elevations for all facades.

2. Subdivisions of lots and parcels of land within the Redevelopment Area shall be in accordance with requirements of this Plan, the Township Subdivision and Site Plan requirements and applicable requirements of the Township's Zoning Ordinance.

3. The redeveloper shall also comply with the requirements of the Local Redevelopment and Housing Law, P.L. 1992, Chapter 79.

LAND USE PLAN

The permitted uses and design standards within the Redevelopment Area and the design standards that apply to the Redevelopment Area are detailed in the District Standards and Design Standards sections set forth below.

Relationship of Plan to the Township Plan Development Regulations:

The standards contained within this Plan shall supersede the existing zoning of the Redevelopment Area and shall apply to any redevelopment or rehabilitation project designed to implement this Plan, whether by a designated redeveloper of by private property owners. Where regulations of this Plan conflict with the Zoning Ordinance or design standards, this Plan shall control. The continued use of existing properties made nonconforming by adoption of this Plan is permitted until the Redevelopment Area is to be redeveloped or substantially rehabilitated, at which time the provisions of this Plan shall apply. In the case where a particular land use or

site standard is not covered in this Plan, compliance with the Township's Zoning Ordinance or other applicable Township codes will be required.

Exceptions to Standards:

Variation from the development requirements and design standards set forth by this Plan may be necessary in certain limited circumstances, such as the building size standards. In such instances, the Board may grant reasonable exceptions from certain bulk, parking or design requirements if the designated redeveloper demonstrates that such design exception(s) will not substantially impair the intent of the Plan and will not present a substantial detriment to the public health, safety and welfare.

To gain approval of such modification or waiver of a development requirement or design standard, the applicant shall demonstrate that the resulting change will:

1. generally satisfy the Plan's goals and objectives;

2. be designated in accordance with the Township's normally acceptable engineering, planning and/or architectural practices;

3. not have an adverse impact on the physical, visual or spatial characteristics of the overall development plan for the Redevelopment Area or adjacent or nearby properties;

4. generally enhance the overall development plan for the Redevelopment Area;

5. not have an adverse impact on the physical, visual or spatial characteristics of the exiting streetscape in which such development is located or of this Plan; and

6. not reduce the useful life or increase the cost of maintenance of the improvement to be modified or otherwise have an adverse impact on the long-term function of the development.

Deviations from the uses permitted in the Redevelopment Area shall be permitted only by means of an amendment of this Plan by the Township Committee.

Provisions Related to Rehabilitation:

No rehabilitation is contemplated in the Mt Bethel Road Redevelopment district.

Provisions Related to Off-Site Improvements:

The extent of the redeveloper's responsibility for any installation or upgrade of infrastructure related to their project, whether on-site or off-site, will be outlined in a redeveloper's agreement with the Township Committee. Off-site responsibility for properties not covered under the redeveloper's agreement will be determined in the same manner as other development projects throughout the Township during the permit and/or site plan review phases.

All infrastructure improvements shall comply with applicable local, state and federal codes including the Americans with Disabilities Act. All streetscape improvements shall also comply

with applicable standards found in this Plan. All utilities shall be placed underground, unless otherwise authorized by the Township Committee.

Housing Development District Standards and Use Standards:

The objectives and standards set forth hereafter are designated to implement, in phases, the Housing and Affordable Housing Plan Element. The uses and standards for development are permitted only within the Mt Bethel Road Redevelopment zone as shown on the revised Official Zoning Map attached hereto as Exhibit 1.

The intent and purpose of the Mt. Bethel Redevelopment Zone is to implement the Affordable Housing Plan Element of the adopted Master Plan of Warren Township. This subsection provides for the phased implementation of the Plan. The objectives are to provide and encourage development of housing affordable to low and moderate income households as defined by the New Jersey Fair Housing Act, as well as middle income, age targeted and adult households.

Development Standards and Requirements:

Permitted Uses	Side by side semi attached units Town home Apartments where units may be designed to be one above the other
Accessory Uses	Patios, balconies, decks Fences and Walls Signs Stormwater facilities Pump Stations Garbage Carrols Common recreational facilities
Housing Units Permitted	No more than 106 dwelling units shall be permitted of which 25 shall be affordable for rent units
Minimum Habitable Space for income restricted affordable units*	1 bdrm - 700 square feet 2 bdrm - 770 square feet 3 bdrm - 875 square feet

*Habitable space shall not include garage, unfinished attic and basement floor space whether finished or not. Habitable space shall be calculated using outside wall dimensions.
The affordable housing bedroom distribution mix as per UHAC regulations Section 5:80-26.3
Market rate units shall provide first floor master bedroom for no less than 50% of all market rate units.

Minimum/Maximum Units units/structure Per Building	2/8
Maximum No of Bedrms/Unit	3/unit

Maximum Building Height	2 stories/35 feet (whichever is less), measured from the first floor elevation

Minimum Setbacks:

Front Yard from Mt Bethel Road	50 feet
Front Yard from Private Street	20 feet (curb line)
Side Yard	25 feet
Rear Yard	25 feet
Parking	Development shall meet Residential Site Improvement Standards and further each market rate dwelling unit shall have a garage
Housing Affordability	25 units shall be affordable pursuant to Requirements Section 16-6 of this chapter (zoning ordinance)
Occupancy Preference	The Developer shall make all reasonable efforts to provide preference to Warren residents or to those individuals who work in Warren and reside elsewhere. These efforts will be detailed in a plan and made a part of the Redevelopment Agreement with the Warren Township Committee, acting as the "redevelopment entity".

Design Standards for Mt Bethel Road Redevelopment Area Zone:

The general design theme for the Redevelopment Area shall be generally variations a of traditional theme. Buildings, signage and all other improvements shall be designed to follow a project design theme to the extent possible. The following Design Standards shall apply to the Redevelopment Area, and shall be utilized to carry out the design theme of the project.

A. Applicability. These guidelines and standards shall apply to all applications for development within the Redevelopment Area.

B. General Design Standards.

1. All buildings should be designed with an eye toward architectural detailing that can be unique, and compliment the appearance of adjacent structures.
2. Buildings shall have varied and variated facades. Use of texture and window variations shall be encouraged.
3. Pitched roofs are required.
4. Buildings greater than 1 story in height are strongly encouraged (subject to the maximum height requirement).
5. Entryways shall give orientation and add aesthetically pleasing character to the front facade.
6. Entrances shall include such features as canopies or porticos, overhangs, arcades, recesses/projections, raised corniced parapets over the doors, peaked roof forms

and arches.

C. Continuity of Treatment. The architectural treatment of a façade or roof shall be completely continued around all visibly exposed sides of a building. All sides of building shall be architecturally designed so as to be consistent with regard to style, materials, colors and details. In the instance of multi-story buildings, the architectural treatment and building materials of the first floor shall be compatible with upper stories.

D. Exemptions. Whereas steep slopes are defined as and include all areas of land of fifteen (15%) percent grade or greater. This major subdivision development shall be exempt from the restrictions on slopes greater than 15% as per Chapter XV 15-12.3.

E. Roof. The type, shape, pitch, texture and color of a roof shall be considered as an integral part of the design of a building and shall be architecturally compatible with the style, materials, color and details of such building. Pitched roofs shall be required. Roofs and rooflines shall conform to the following standards:

1. No flat roof shall be permitted as the main roof on any building.
2. Mansard roofs shall not be permitted.
3. Architectural embellishments that add visual interest to roofs, such as dormers, belvederes, masonry chimneys and such similar elements shall be permitted, provided that same are architecturally compatible with the style, materials, colors and details of the building.
4. For all main roofs, the minimum permitted roof pitch shall be seven on twelve.
5. Roofline offsets shall be provided along any roof measuring longer than fifty (50) feet in length in order to provide architectural interest and variety to the massing of a building and relieve the negative visual effect of a single, long roofline.

F. Windows. Windows shall be architecturally compatible with the style, materials, colors and details of a building. Windows shall be vertically proportioned.

G. Doors and Entrances. All primary entrances to a building shall be defined and articulated by utilizing such elements as lintels, pediments, pilasters, porticoes, porches, overhangs, railings, balustrades and other such elements, where appropriate. Any such element utilized shall be architecturally compatible with the style, materials, colors and details of such building.

H. Physical Plant. All air-conditioning units, HVAC systems, exhaust pipes or stacks and elevator housing shall be shielded from view. Such shielding shall be accomplished by utilizing landscaping or the walls or roof of the building and be designed to be architecturally compatible with the style, materials, colors and details of such building.

I. Materials, Colors and Details. All materials, colors and details used on the exterior of a building shall be architecturally compatible with the style of such building, as well as with each other.

J. Shutters. The use of shutters on building facades shall be encouraged.

K. Lighting. Light fixtures attached to the exterior of a building shall be designed to be architecturally compatible with the style, materials, colors and details of such building and other

lighting fixtures used on the site. Consideration shall also be given to the type of light source utilized and the light quality such produces. The type of light source used on buildings, signs, parking areas, pedestrian walkways and other areas of the Redevelopment Area shall be the same or compatible. The use of low-pressure sodium or mercury vapor lighting either attached to buildings or to light the exterior of buildings shall be prohibited.

L. All market rate buildings shall have a basement and access to the individual basement for each market rate unit in the building.

M. All units shall, at minimum, be equipped with Energy Star certified appliances and utilities and further, the redeveloper is encouraged to advance and/or achieve LEED standards and/or certification.

Parking Design Standards:

A. Provision of parking spaces. The design and number of parking spaces required per this Plan shall be provided in conformance with RSIS (NJAC 5:21-4.14 through 4.16). Each market rate unit shall have at least one garage parking space.

B. Screening. Where buffers are required in this Plan, there shall be provided along the exterior lot line of the development a continuous, year-round planting screen at least 6 feet in height.

Streetscape/Landscape Design Standards:

Interior roadway shall provide streetscape elements including sidewalk and lampposts..

Street trees shall be provided in accordance with all applicable Township Code requirements.

PROPERTY ACQUISITION AND RELOCATION

The Township Committee will not exercise its power of condemnation in the Redevelopment Area.

Relocation:

Although no relocation is anticipated, the Township Committee will provide all displaced tenants and landowners with the appropriate relocation assistance, pursuant to applicable State and Federal law, should relocation be necessary.

PLAN RELATIONSHIP TO DEFINITIVE LOCAL OBJECTIVES

The redevelopment of Mt. Bethel Road Redevelopment Zone was not specifically discussed in the Township's Master Plan; however, it is consistent with the Housing Plan objectives and principles of the Master Plan. Further, this Plan is a sub-element of the Master Plan.

RELATIONSHIP TO OTHER PLANS

This Plan has no impact upon the Master Plans of adjacent municipalities. No municipality is remotely contiguous to the Redevelopment Area.

State Development and Redevelopment Plan (SDRP):

The State Development and Redevelopment Plan (SDRP) places the Redevelopment Area in Planning Area 2 (PA2). This Plan is consistent with the planning goals and objectives of the SDRP which encourages infill development and redevelopment of areas containing existing infrastructure.

ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

Amending the Redevelopment Plan:

Upon compliance with the requirements of applicable law, the Township Committee of the Township may amend, revise or modify this Plan, as circumstances may make such changes appropriate.

Duration of the Redevelopment Plan:

This Plan, as amended, shall be in full force and effect for a period of thirty (30) years from the date of approval of this Plan by the Township Committee.

Application for Development/Redevelopment:

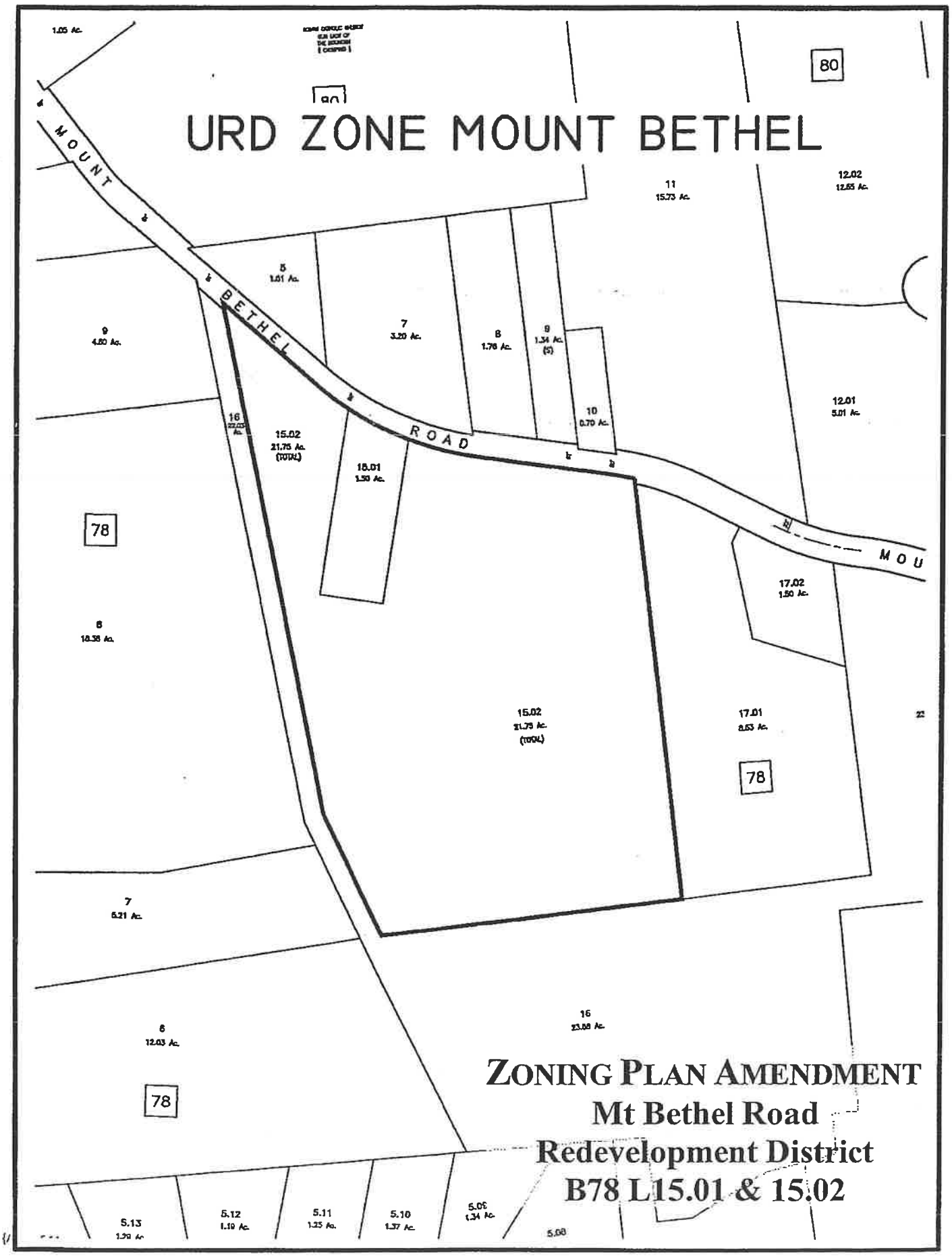
No application for development or redevelopment in the Redevelopment Area may be filed with the Board until such time as the applicant/redeveloper has applied for and received a designation as a redeveloper from the Township Committee and has executed a Redevelopment Agreement with the Township Committee providing for the proposed application.

Conveyance of Land:

The Township Committee may sell, lease or otherwise convey to a redeveloper for redevelopment, subject to the restrictions, controls and requirements of this Plan, all or any portion of the land within the Redevelopment Area which becomes available to disposal by the municipality as a result of public action under this Plan. The Township Committee reserves the right to formulate an agreement under any of the above referenced arrangements and to enforce resale covenants.

Redevelopment Entity:

The Township Committee shall serve as the redevelopment entity hereunder


URD ZONE MOUNT BETHEL
MOUNT BETHEL ROAD
80
78
11
15.73 Ac.
12.02
12.01
5.01 Ac.
5
1.01 Ac.
7
3.20 Ac.
8
1.76 Ac.
9
1.34 Ac.
(S)
10
0.70 Ac.
9
4.80 Ac.
16
15.02
21.75 Ac.
(TOTAL)
18.01
1.50 Ac.
17.02
1.50 Ac.
17.01
8.53 Ac.
15.02
21.75 Ac.
(TOTAL)
7
5.21 Ac.
6
12.03 Ac.
16
23.08 Ac.
5.13
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1.19 Ac.
5.11
1.25 Ac.
5.10
1.37 Ac.
5.09
1.34 Ac.
5.08
ZONING PLAN AMENDMENT
Mt Bethel Road
Redevelopment District
B78 L15.01 & 15.02