Housing Plan Element
and
Fair Share Plan

Chatham Township
Morris County

DRAFT
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The Chatham Township Planning Board

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The original document was appropriately signed and sealed on _____ in accordance with Chapter 41 of Title 13 of the State Board of Professional Planners.

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I. INTRODUCTION

Chatham Township is an attractive suburban residential community at the eastern edge of Morris County with a rural character imparted, in large measure, by the expansive Great Swamp. Here land use, zoning, and building regulations support a varied inventory of housing, and an array of buildings supporting business, institutional, and educational activities as well as active and passive recreational activities. A limited supply of vacant or partially developed land will constrain housing growth within the sewer service area located in the Metropolitan Planning Area, an area designated for growth in the State Development and Redevelopment Plan.

In December of 2005, the Township prepared and submitted to the Council on Affordable Housing (COAH) the adopted 2005 Housing Element and Fair Share Plan. This plan fully satisfied Chatham Township's initial Third Round (2004 to 2014) affordable housing obligation and, after deducting the 95 COAH-certified credits, left a surplus of affordable housing credits toward future obligations. However, under the then latest revised rules for the Third Round (January 1, 2004 to December 31, 2018), and after applying the 95 COAH-certified credits, the Township had a remaining obligation to rehabilitate 19 units and to provide, through zoning or other approved methods, for another 98 housing units affordable to moderate, low and very low income households.

As the COAH Third Round rules continued to change, the Township adopted and submitted to COAH the November 2008 Housing Element and Fair Share Plan. The 2008 plan addressed the 83-unit recalculated Prior Round obligation for Chatham Township and added the 110-unit growth share obligation and 19-unit rehabilitation need for a 212-unit affordable housing obligation through 2018. The 2008 Fair Share Plan compliance program also fully addressed the rehabilitation share, the Prior Round obligation and the 110-unit growth share obligation.

This Housing Element and Fair Share Plan details how Chatham Township is planning to provide for affordable housing in the wake of "Mt. Laurel IV", the New Jersey Supreme Court's decision In re N.J.A.C. 5:96 and 5:97, 221 N.J. (2015) decided on March 10, 2015. Here the Court determined that the delay in pursing affordable housing due to a dysfunctional COAH would no longer be tolerated. The Court dissolved the exhaustion of administrative remedies requirement of the Fair Housing Act, returning to the trial courts the responsibility for determining whether municipal land use regulations address the constitutional affordable housing obligation and offer an "opportunity for producing a fair share of regional present and prospective need for housing low- and moderate-income families." Mt. Laurel IV, 221 N.J. at 3-4.

Chatham Township's prior affordable housing production has included the construction and occupancy of affordable housing units at Chatham Glen, the establishment of group homes in the Township and a Regional Contribution Agreement with the City of Newark. COAH has previously acknowledged that these efforts qualified for 95 units of credit toward the housing obligation.

This Fair Share Plan is designed to ensure the provision of the required affordable housing in the Township with a minimal impact on neighborhood character and community services. This plan will establish affordable housing initiatives to rehabilitate deficient units and to construct affordable family rental units. Additionally, a major element of this compliance plan will be the extension of the controls on affordability on the existing affordable family units in Chatham Glen. This will retain a valuable affordable housing resource that is currently part of the fabric of the community.

To provide funding for these initiatives, Chatham Township will collect affordable housing development fees from new home construction and non-residential development, to the extent authorized by New Jersey laws and/or regulations. The Township will also explore rehabilitation and development of affordable units through partnership efforts to address its affordable housing obligations.

A. Statutory Affordable Housing Obligations

This Housing Plan Element has been prepared in accordance with the Municipal Land Use Law (MLUL) at N.J.S.A. 40:55D-28b(3) to address Chatham Township's cumulative housing obligation for the period 1987- 2025. This Plan has also been prepared pursuant to N.J.S.A. 52:27D-310, which outlines the mandatory requirements for a housing plan element, including an inventory and projection of the municipal housing stock; an analysis of the demographic characteristics of the Township's residents; and, a discussion of municipal employment characteristics.

The Fair Housing Act requires municipalities that choose to enact and enforce a zoning ordinance to prepare a Housing Element as part of the community's Master Plan. The Fair Housing Act also established the Council on Affordable Housing (COAH) as the State agency to create rules and regulations to develop low- and moderate-housing in the State and administer municipal implementation of these plans.

B. COAH's Changing Rules and Mt. Laurel IV

Before March 2015, when the Supreme Court removed COAH from the affordable housing compliance process, COAH was the administrative agency created under the Fair Housing Act to calculate fair share obligations and administer the system whereby fair share plans could be certified as achieving constitutional compliance. Since 1987 COAH had established both procedural and substantive rules for a Compliance Plan to address the affordable housing obligation, based on a regional fair share allocation formula. COAH's failure to adopt Third Round rules consistent with the direction of the Court in 2014 resulted in Mt. Laurel IV, where the Court removed COAH from the process and returned the job of determining constitutional compliance to the trial courts.

According to the Fair Housing Act, municipal land development regulations are entitled to a ten-year presumption of validity against a builders remedy challenge where a local housing element/fair share plan has received either substantive certification from COAH or a Judgment

of Compliance and Repose approved by a Court. Since COAH is no longer in operation, only the trial court can determine constitutional compliance, a process that Chatham Township has invoked with the filing of a declaratory judgment action (DJA).

Under the current directive from the Supreme Court, the trial courts are to hold hearings to determine municipal fair share obligations and are subsequently to review the municipal housing plans submitted to the court for a judgment of compliance and repose. Municipalities cannot be called upon to demonstrate constitutional compliance before their obligation and related rules are clearly known, since, by definition, that would not be possible. Exclusionary zoning and builder's remedy actions are not permitted until the trial court assesses the fair share plan, finds it constitutionally non-compliant and the municipality thereafter fails to timely supplement the plan to correct the deficiencies. Mt. Laurel IV, supra, 221 N.J. at 28, 33.

Clearly, such challenges must be evaluated in light of the actual municipal fair share obligation, when the rules by which it must be satisfied are known. The Supreme Court endorsed the award of limited grants of immunity under the parameters established in In re COAH, provided municipalities are exercising good faith in addressing the obligation. Mount Laurel IV held that, as part of the court's review of a Third Round HPE&FSP,

> ". . .we authorize . . .a court to provide a town whose plan is under review immunity from subsequently filed challenges during the court's review proceedings, *even if supplementation of the plan is required during the proceedings."* Id. at 24. "[T]he trial court may enter temporary periods of immunity prohibiting exclusionary zoning actions from proceeding pending the court's determination of the municipality's presumptive compliance with its affordable housing obligation." Id. at 28. (italics added)

The Court established a procedure whereby municipalities could obtain temporary immunity from builder's remedy litigation while the courts established the fair share obligations and standards for municipal compliance and the municipalities formulated revised housing plans in response thereto. Favoring voluntary compliance, the Court directed the use of processes similar to those previously available through COAH, including conciliation, mediation, and when necessary, special masters. The Court also made clear that municipalities should be given sufficient opportunity to prepare and subsequently supplement fair share plans submitted to the Court.

This amended HPE/FSP was prepared in response to the NJ Supreme Court's March 10, 2015 decision and order, which dissolved the NJ Fair Housing Act's (FHA) exhaustion-of-administrative-remedies requirement and authorized the Courts to hear and decide actions addressing municipal compliance with Mount Laurel obligations by the municipalities that had sought the protections of the FHA through COAH. The Supreme Court transferred jurisdiction of Mount Laurel constitutional compliance from COAH to the Courts because COAH failed to adopt new third round rules as ordered by the Court in September 2013. The Supreme Court's March 15, 2015 order assigned the task of assigning municipal third round fair share obligations to the trial courts. Chatham Township filed a declaratory judgment action on July 7, 2015,

seeking the Court's approval of the municipality's constitutional compliance with its Mount Laurel obligations, as required in the Supreme Court's March 10, 2015 decision and order. IMO the Application Chatham Twp., Docket No. MRS-L-1659-15. The Court has considered Fair Share Housing Center (FSHC) an interested party in the matter.

Under the supervision of the Court and with the assistance of Court Master, Phillip Caton, PP/AICP, Chatham Township, and FSHC agreed on the following affordable housing mechanisms and strategies to fully satisfy the Township's Third Round affordable housing obligations in the Settlement Agreement. The Court Master recommended, and the Court accepted that this Third Round HPE/FSP responds to the FHA mandate for each municipality in New Jersey to create a realistic opportunity to address its affordable housing obligations.

This amended HPE/FSP sets forth the manner in which Chatham Township will address its third-round affordable housing obligations that have been agreed to in a Settlement Agreement between Chatham Township and FSHC, dated December 13, 2018 (Appendix A). The Settlement Agreement was approved by Superior Court Judge Maryann Nergaard, J.S.C. on February 22, 2019 along with the January 10, 2019 amendment (Appendix F). Additionally, the provisions of the March 12, 2020 Amendment (Appenndix G), which will be the subject to a joint fairness and compliance hearing, have also been included in this HPE/FSP. The requirements of the settlement, as amended, are underpinnings of Chatham Township's constitutional compliance. The affordable housing obligations agreed to by Chatham Township and FSHC and approved by the Court are identified on Table 1:

Table 1: Chatham Township's Affordable Housing Obligation

Component of Third Round Obligation:	Units
Rehabilitation Share (per Kinsey Report[1]):	63
Prior Round Obligation (pursuant to N.J.A.C. 5:93):	83
Third Round (1999-2025) Prospective Need (per Kinsey Report[2], as adjusted through the Settlement Agreement):	387

This amended HPE/FSP identifies existing and proposed affordable housing that Chatham Township will apply to these Third Round affordable housing obligations pursuant to the Court-approved Settlement Agreement.

II. ADDRESSING THE FAIR SHARE OBLIGATION

A. Present Need/Rehabilitation Obligation

The Township had a present need (rehabilitation) obligation of 63 units, as identified by the May 2016 Kinsey Report. The Township performed a structural conditions survey in accordance with

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

applicable law and approved by Phillip Caton, PP/AICP, Special Court master, which resulted in a 6 unit rehabilitation (present need) obligation. The Township will address the rehabilitation obligation through participation in the Morris County Housing Rehabilitation Program.

B. Prior Round Obligation

Chatham Township has a Prior Round obligation of 83 units pursuant to N.J.A.C. 5:93-1 *et seq.* which was fully addressed through affordable housing projects as set forth below:

Table 2: Chatham Township's Prior Round Obligation

Project / Development Name	Affordable Units	Bonuses	Total Units
Vernon Grove Condominium at Chatham Glen (For-Sale Units)	75		75
Group Home (Block 67, Lot 3)	4	4	8
		TOTAL	**83**

The Vernon Grove at Chatham Glen development was occupied in 1986. The development was constructed as an inclusionary development with 75 affordable for-sale units available. The units were deed restricted for a 30 year period (Appendix B).

C. Third Round Obligation (Prospective Need)

The Township's Third Round obligation (1999-2015 Gap and 2015-2025 Prospective Share) is 387 Units. Chatham Township will utilize several mechanisms to fully address the Third-Round Prospective Need including utilizing existing units at Vernon Grove, Regional Contribution Agreement units to the City of Newark and zoning as outlined in Table 3 below.

Vacant Land Adjustment

The Township conducted a Vacant Land Adjustment as permitted under N.J.A.C. 5:93-4, which allows for a municipal adjustment to the affordable housing obligation based on the lack of available land capacity. Under the guidance of the Court Master, and in accordance with the FSHC Settlement Agreement, this Plan includes a Vacant Land Analysis, which was prepared in accordance with N.J.A.C. 5:93-4.2 (Appendix C). Due to a lack of developable land, the Township's Vacant Land Analysis established an RDP of 200 for the Township's Gap and Prospective Need Obligations (1999-2025).

The Township will address the third round RDP of 200 units as follows:

Table 3: Units Applied to the Third Round

Affordable Housing Mechanism	Units of Credit
Regional Contribution Agreement with the City of Newark (Approved on November 6, 1996)	8
Extension of Expiring Controls at Vernon Grove Condominium at Chatham Glen (For-Sale Units)	72
100% affordable Housing Project at the Skate Park (Block 48.16, Lot 117.27) Family -Rentals	24
Bonus Credits for Family Rentals at Skate Park	24
100% Affordable Family Rentals on Block 62, Lot 70 and Lot 71 (including at least fifty-nine (59) 2- and 3-bedroom family rentals)	59
Group homes (up to 15 bedrooms)	15
Bonus Credits for Family Rentals (Block 62, Lot 70 and Lot 71)	26
Total	**228**

Extension of Expiring Controls at Vernon Grove at Chatham Glen

The 72 units at Vernon Grove were deed restricted in 1986 for a 30-year period set to expire in 2016. The Township extended these controls for another 30 years which was approved by the Court on May 4, 2018 (Appendix D).

Skate Park (Block 48.16, Lot 117.27) - 24 Units

The Skate Park is located on Lot 117.27 is located next to the police station on Southern Boulevard. The property is subject to a redevelopment plan, which was adopted on December 18, 2018 and subsequent ordinance 2018-23 amending Section 30-78.13 to provide for a 100% affordable housing development. The project stems from an agreement with the developer of Block 66, Lot 1 ("Dixiedale") to provide off-site affordable housing for 24 units. The Developer, under the settlement agreement, agrees to submit building permit application for the Skate Park prior to the first Certificate of Occupancy is issued for the market rate units at Dixiedale. The developer will phase the development so that the building permit for construction of the Skate Park is secured prior to issuance of the first Dixiedale certificate of occupancy and the construction of the Skate Park affordable units must be completed and receive a certificate of occupancy before completion of 70% of the market rate units at Dixiedale. The phasing of the projects has been incorporated into the zoning ordinance 30-78.13. At this time, both site plan development applications have been approved by the Chatham Township Planning Board.

100% Affordable Housing- 74 Units Total)

Group Homes

Up to 15 bedrooms in group home arrangements will be developed at 3-4 sites. Chatham Township has been investigating options for development of such facilities with local families of persons with disabilities and group home providers and has identified four (4) potential properties for these homes, all in appropriate neighborhood settings.

Group Homes Site Suitability

The Township proposes to construct group homes at either three or four separate sites which may include most or all of the following: Gibbons Place (Block 138, Lot 4), 76 Southern Boulevard (Block 69, Lot 15.03), 587 Fairmount Avenue (Block 62.03, Lot 33), and Hillside Avenue (Block 67, Lots 17 and 17.01). The community residence projects will typically consist of new construction that will provide a 3 or 4-bedroom, 2 bathroom residence with a single-family home appearance.

Site Suitability Evaluation for Gibbons Place (Block 138, Lot 4) (Figure 1)

There are four categories of site suitability criteria identified by the NJ Council on Affordable Housing (COAH) as part of the prior round Rules.

> *1. The site has a clear title and is free of encumbrances which preclude development of affordable housing*;
>
> To the extent known, Block 138, Lot 4 does not possess any title encumbrances that would preclude development of affordable housing. Lot 4 is a Township-owned vacant lot and free of encumbrances.
>
> *2. The site is adjacent to compatible land uses and has access to appropriate streets*;
>
> Lot 4 is located off a cul-de-sac and the end of Gibbons Place in the R-4 Zone district. The property adjoins residential uses typical of the R-4 zone district in Chatham Township, which permits single family dwelling on lots of 10,000 square feet. The property will require driveway access from the cul-de-sac. The group home construction will resemble a typical single family home in the area and will be compatible with the surrounding uses.
>
> *3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and*
>
> The proposed development will be serviced by public water and a septic system.

4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

The site is partially wooded and includes steep slope areas along the southwest corner of the property. A layout plan (Figure 2) identifies the larger area, free from constraints, along the remainder of the site. The lot also does not front on a paved public street, but rather on the unimproved right-of-way of Gibbons Place. A private driveway will extend to the residence from the cul-de-sac on Gibbons Place. There are no wetlands, floodplains or stream corridors and it appears that the parcel may be developed in accordance with the RSIS.

<u>Site Suitability Evaluation for 587 Fairmont Avenue (Block 62.03, Lot 33) (Figure 3)</u>

Lot 33 is currently under contract to Novelle Home Solutions, LLC and will be assigned to Chatham Township once the bond ordinance is adopted. The parcel meets the criteria as follows:

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;

To the extent known, Block 62.03, Lot 33 does not possess any title encumbrances that would preclude development of affordable housing. Lot 33 is currently privately owned and will be acquired by the Township and free of encumbrances.

2. The site is adjacent to compatible land uses and has access to appropriate streets;

Lot 33 is located on Fairmount Avenue in the R-3 Zone district and is currently developed with a 3-bedroom single family detached dwelling. The property is surrounded by residential uses typical of the R-3 zone district which permits single family dwelling on lots of 20,000 square feet. The proposed group home will have the appearance of a single family detached dwelling and be compatible with surrounding uses.

3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and

The property is within the Sewer Service Area and currently serviced with public water and sewer. Adequate sewer capacity exists to service the site.

4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

The site is currently developed with a single-family dwelling and has an adequate homesite previously cleared and graded. The portion of the lot surrounding the home is wooded, however, there are no wetlands, floodplains, steep slopes or other constraints that will impede the redevelopment of the site and it appears that the parcel may be developed in accordance with the RSIS.

Site Suitability Evaluation for 76 Southern Boulevard (Block 69, Lot 15.03) (Figure 4)

Lot 15.03 is currently under contract by Novelle Home Solutions, LLC and will be assigned to Chatham Township once the bond ordinance is adopted. The parcel meets the criteria as follows:

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;

To the extent known, Block 69, Lot 15.03 does not possess any title encumbrances that would preclude development of affordable housing. Lot 15.03 is owned by the Township and is free of encumbrances.

2. The site is adjacent to compatible land uses and has access to appropriate streets;

Lot 15.03 is located on Southern Boulevard in the R-3 Zone district and is currently vacant, but was formerly developed with a single-family home. The property is surrounded by residential uses typical of the R-3 zone district, which permits single family dwelling on lots of 20,000 square feet.

3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and

The property is within the Sewer Service Area and currently serviced with public water and sewer. Adequate sewer capacity exists to service the site.

4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

The site was previously developed with a single-family dwelling which has been demolished to prepare the site for a group home. The lot is primarily cleared and does not include wetlands, floodplains, steep slopes or other constraints that will impede the redevelopment of the site and it appears that the parcels may be developed in accordance with the RSIS.

Site Suitability Evaluation for Hillside Avenue (Block 67, Lots 17 &17.01) (Figure 5)

The subject property was the subject of a rezoning request to permit a 5-lot subdivision where one of the lots will be dedicated for use as a group home. The ordinance rezoning the property was introduced on May 28, 2020 and the public hearing is scheduled for June 25, 2020.

The site meets the four categories of site suitability criteria identified by the NJ Council on Affordable Housing (COAH) as part of the prior round Rules.

> *1. The site has a clear title and is free of encumbrances which preclude development of affordable housing*;
>
> To the extent known, Block 67, Lots 17 and 17.01 do not possess any title encumbrances that would preclude development of affordable housing. The lots are privately owned and have a clear title.
>
> *2. The site is adjacent to compatible land uses and has access to appropriate streets*;
>
> Lots 17 and 17.01 are located are located between Fairmount Avenue and Hillside Avenue in the R-1A Zone district. Lot 17 is developed with a single-family home and Lot 17.01 is undeveloped. The property is adjacent to residential uses typical of the R-3 Zone district, which permits single family dwelling on lots of 100,000 square feet in the R-1A zone and 20,000 square feet in the R-3 zone.
>
> *3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and*
>
> The property is within the Sewer Service Area and can readily be serviced by extensions of public water and sewer. Adequate sewer capacity exists to service the site.
>
> *4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.*
>
> The site is partially impacted by steep slopes, to the rear of proposed homesites. However, adequate developable areas are found along the Hillside Avenue frontage (Figure 6). The lots are not impacted by any other environmental constraints and may be developed in accordance with RSIS standards.

River Road Apartments

The Township will work with a tax credit developer to construct a project consisting of at least fifty-nine (59) affordable 2-bedroom and 3-bedroom units on a Township-owned site fronting on

River Road (Block 62, Lot 71), which may be supplemented by the addition of Lot 70 for this project (Figure 7). Lot 71 includes 5.9 acres. If combined with the 4 acres on Lot 70, the development site could consist of a total of 9.69 acres. Whether development encompasses only Lot 71 or both Lots 71 and 70, the site will have access to public sewer through a sewer line extension along River Road.

Site Suitability Evaluation

The site satisfies the four categories of site suitability identified by COAH Rules.

> *1. The site has a clear title and is free of encumbrances which preclude development of affordable housing*;
>
> To the extent known, Block 62, Lots 71 and 70 do not possess any title encumbrances that would preclude development of affordable housing. Lot 71 is Township-owned and free of encumbrances. Lot 70, which is under contract to the Township, hosts an occupied single-family dwelling.
>
> *2. The site is adjacent to compatible land uses and has access to appropriate streets*;
>
> The properties are surrounded by residential uses. To the north, single family homes line the frontage of Huron Drive. Adjacent lots to the east and west are large and occupied by single family dwellings and two (2) smaller homesites along River Road are situated between Lots 71 and 70. Nearby, northeast on River Road, is the Cardinal Hill apartment complex. To the southwest along River Road, the Chatham Township Volunteer Fire Department operates a firehouse.
>
> *3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and*
>
> The properties are within the Sewer Service Area and the proposed development can be serviced by public water and sewer. Sewer access will be achieved via a sewer line extension along River Road. Adequate sewer capacity exists to service the site.
>
> *4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.*
>
> The site includes significant steep slope areas, which are typical along River Road (Figure 8). The site slopes steeply uphill from River Road with several plateaus between sloping portions of the lots. Switch-back driveway design will be required to access the less steep portions of the site.

The majority of development along River Road has been able to develop by taking advantage of areas with flatter slopes. The development of these properties will require a development plan that will limit steep slope disturbance and retain the trees on these heavily wooded properties. Apart from steep slopes, there appear to be no physical impediments or physical characteristics that would prevent development on the properties in accordance with the Residential Site Improvement Standards (RSIS) (Figure 8). There are no wetlands, floodplains or stream corridors and it appears that the parcels may be developed in accordance with the RSIS.

D. Addressing the Third Round Unmet Need

The Township has a third round obligation of 387 units and has provided 228 credits against a 200-unit RDP. This results in an unmet need of 159 units. The Township will address the unmet need through inclusionary overlay zoning and a mandatory set-aside ordinance (MSO).

<u>Inclusionary Overlay Zoning Block 128, Lot 9</u>

The Township has identified the site of Fairmount Common, a 2-story office complex (Block 128, Lot 9), for an affordable housing inclusionary overlay zoning based on its location, size and access to services (Figure 9). The property is located at 466 Southern Boulevard near the intersection with Hickory Place and consists of 3.4 acres. The site is occupied by a series of office buildings and related parking and was determined to be appropriate for inclusionary zoning at a density of 12 units/acre with a 20% affordable housing set aside
The site selected for affordable housing inclusionary overlay zoning compares to the COAH site suitability standards, as follows:

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;

To the extent known, none of the parcels possess any title encumbrances that would preclude development of affordable housing. The property is privately owned and free of any encumbrances to development.

2. The site is adjacent to compatible land uses and has access to appropriate streets;

The site is surrounded by compatible land uses and has access to Southern Boulevard. The property is adjacent to Fairmount Country Club to the south and east, Chatham Hill, a residential development, is located to the west of the property across Southern Boulevard, and to the north is the Chatham Club commercial building. In addition, Nash Field recreation area is located to the south west across Southern Boulevard. To the north are located a variety of shopping areas, retail, and services such as ShopRite, CVS drugstore, and a number of restaurants.

3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and

The property is within the Sewer Service Area and is serviced by public water and sewer.

4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

There appear to be no physical impediments or physical characteristics that would impede development on the property in accordance with the Residential Site Improvement Standards. The site is relatively flat, with limited areas of wetlands which are located outside of the exiting developed portion of the property. By reason of shape, dimension, and lack of slope, it appears that the parcel may be developed in accordance with the RSIS.

The Fairmount Common Overlay District Ordinance, adopted by the Township Committee on December 19, 2019, is included in Appendix E.

Mandatory Set-Aside Ordinance

The Township will also address the unmet need through a Mandatory Set-Aside Ordinance which will require single-family or multi-family developments of 6 units or more to provide a set-aside of 20% for affordable housing units.

Development Fee Ordinance

The Chatham Township Development Fee Ordinance was adopted by the Township Committee on December 19, 2019 and provides for the collection of fees on residential and non-residential construction. The ordinance requires contributions of 1.5% of the equalized assessed value for new homes, substantial improvements exceeding 50% of the preconstruction assessment and any residential additions over 2,500 square feet. Non-residential developer fees are to be collected at the rate of 2.5% of equalized assessed value for all non-residential construction.

E. Settlement Agreement Terms

The following terms of Third Round compliance are identified in the Township's Settlement Agreement with FSHC:

- At least 13% of all affordable units within each bedroom distribution will be affordable to very low-income households. Very low-income households are defined as those household that earn 30 percent or less of the median gross household income for

households of the same size within the housing region in which the household is located, …".

- Rental bonuses shall not exceed 25% of the Third Round obligation.

- At least 50% of affordable units addressing the Third Round obligation shall be affordable to low- and very low-income households.

- At least 25% of the Third Round fair share shall be rental units, at least of which 50% (shall be affordable to families.

- At least one-half of all Third Round affordable units shall be available to families.

- No more than 25% of the Prior Round and Third Round fair share shall be addressed with age-restricted units.

F. Court Monitoring and Constitutional Compliance

On February 22, 2019, Judge Maryann Nergaard, J.S.C. approved the Settlement between FSHC and Chatham Township and found it to be fair to low and moderate income households. Amendments to the settlement agreement were approved by the Township on January 10, 2019 and March 12, 2020.

The Settlement includes provisions for annual reporting of affordable housing activity, a mid-point realistic opportunity review on July 1, 2020 and every third year the Township must demonstrate compliance with the very low-income requirements. The Settlement also calls for Court approval of the spending plan that will govern the use of development fees.

Based on the terms of this Settlement, Chatham Township will be eligible for a judgment of compliance and repose upon satisfaction of a series of conditions of the Settlement, including the adoption of this Housing Element and Fair Share Plan.

III. HOUSING AND DEMOGRAPHIC CHARACTERISTICS

A. Inventory of Municipal Housing Units

The primary sources of information for the inventory of the Township's housing stock are the 2010 U.S. Census Summary File 1 and the U. S. Census Bureau 2011-2015 American Community Survey 5-Year Estimates (herein ACS). Many of the datasets used in this analysis reflect the traditional 2010 Census data, however as of 2010, certain data is no longer reported through the decennial census and is instead released through the American Community Survey 1-, 3- and 5-year estimates. These sets are used particularly for physical housing characteristics. Because of the new data reporting methods, some differences in table totals may occur.

Table 1 identifies the units in a structure by tenure; as used throughout this Plan Element, "tenure" refers to whether a unit is owner-occupied or renter-occupied. According to the ACS, Chatham Township has 4,152 housing units, of which 3,846 (93%) were occupied. While the Township largely consisted of one-family, detached dwellings (69% of the total), there were 1,254 units in attached or multi-family structures. The Township had a relatively low percentage of renter-occupied units, 15%, compared to 25% in Morris County and 36% in the State.

Table 1: Units in Structure by Tenure

Units in Structure	Total Units	Vacant Units	Occupied Units		
			Total	Owner	Renter
1, detached	2,898	150	2,748	2,680	68
1, attached	246	8	238	206	32
2	34	0	34	13	21
3 or 4	104	0	104	80	24
5+	870	148	722	288	434
Other	0	0	0	0	0
Mobile Home	0	0	0	0	0
Total	4,152	306	3,846	3,267	579

Source: 2011-2015 ACS 5 year estimates DP-04 and B25032

Table 2 indicates the year housing units were built by tenure, while Table 3 compares the Township to Morris County and the State for the same data. 31% of the Township's housing stock was built between 1970 and 1989, with another 34% built between 1950 and 1969. While 7% of owner-occupied units were built between 1940 and 1949, no renter-occupied units were built during this period. Thirteen percent (13%) of renter-occupied units were built between 2000 and 2010, while only 9% of owner-occupied units were built during these years.

Table 2: Year Structure Built by Tenure

Year Built	Total Units	% of Total	Vacant Units	Occupied Units		
				Total	Owner	Renter
2010 or later	67	1.6	0	67	67	0
2000 - 2009	297	7.2	0	297	220	77
1990 –1999	438	10.5	77	361	301	60
1980 – 1989	676	16.3	8	668	491	177

1970 – 1979	594	14.3	105	489	409	80
1960 – 1969	693	16.7	65	628	521	107
1950 – 1959	710	17.1	0	710	682	28
1940 – 1949	221	5.3	0	221	221	0
Pre-1940	456	11	51	405	355	50

Source: 2011-2015 ACS 5 year estimates DP-04 and B25036

Table 3 compares the year of construction for all dwelling units in the Township to Morris County and the State. Chatham Township had a larger percentage of units built in the 1980s and 1990s than did the County or State and a smaller percentage of units built prior to 1940.

Table 3: Comparison of Year of Construction for Township, County, and State

Year Built	%		
	Chatham Township	Morris County	New Jersey
2010 or later	1.6	1.0	1.0
2000 – 2009	7.2	8.2	9.7
1990 – 1999	10.5	12.2	9.2
1980 – 1989	16.3	12.2	11.8
1970 – 1979	14.3	14.8	12.9
1960 – 1969	16.7	15.9	13.7
1940 – 1959	17.1	15.1	15.6
1940-1949	5.3	6.3	8.0
Pre-1940	11	14.3	18.0
Median Year	1970	1969	1970

Source: 2011-2015 ACS 5-year estimates DP-04 and B25035

The 2010 Census documented household size in occupied housing units by tenure, and the number of bedrooms per unit by tenure; these data are reported in Tables 4 and 5, respectively. Table 4 indicates that renter-occupied units generally housed smaller households, with 80.7% of renter-occupied units having 2 persons or fewer compared to 49.7% of owner-occupied units.

Table 4: Household Size in Occupied Housing Units by Tenure

Household Size	Total Units	Owner-occupied Units	Renter-occupied Units
1 person	1,062	671	391
2 persons	1,105	923	182
3 persons	526	470	56
4 persons	732	681	51
5 persons	391	367	24
6 persons	85	79	6

7+ persons	14	14	0
Total	3,915	3,205	710

Source: 2010 U.S. Census, SF-.

Table 5 indicates that most of the Township's housing units (54%) had 3 or 4 bedrooms, and that renter-occupied units generally had fewer bedrooms, with 82% having two bedrooms or fewer, compared to 18% of owner-occupied units.

Table 5: Number of Bedrooms per Unit by Tenure

Number of Bedrooms	Total Units	(%)	Occupied Units		
			Total	Owner	Renter
No bedroom	109	2.6	109	9	100
1 bedroom	675	16.3	550	280	270
2 bedrooms	467	11.2	411	308	103
3 bedrooms	745	17.9	720	645	75
4 bedrooms	1,516	36.5	1,416	1385	31
5+ bedrooms	640	15.4	640	640	0

Source: 2011-2015 ACS 5 year estimates DP-04 and B25042

Table 6 compares the Township's average household size for all occupied units, owner-occupied units, and renter-occupied units to those of the County and State. The Township's average household size for owner-occupied units was the same as that of the County, and the Township's average household size for renter-occupied was lower than that of the County and State.

Table 6: Average Household Size for Occupied Units for Township, County, and State

Jurisdiction	All Occupied Units	Owner-occupied units	Renter-occupied units
Chatham Township	2.64	2.83	1.81
Morris County	2.68	2.83	2.21
New Jersey	2.68	2.79	2.47

Source: 2010 U.S. Census, SF-1

The distribution of number of bedrooms per unit is shown in Table 7. The Township had considerably more units with 4 or more bedrooms and fewer units with 2 or 3 bedrooms than both the County and State.

Table 7: Percentage of All Units by Number of Bedrooms

Jurisdiction	None or one	Two or Three	Four or More
Chatham Township	18.9	29.1	51.9
Morris County	15	48.7	36.3
New Jersey	16.8	58.7	24.5

Source: 2011-2015 ACS 5 year estimates DP-04

In addition to data concerning occupancy characteristics, the 2010 Census includes a number of indicators, or surrogates, which relate to the condition of the housing stock. These indicators are used by the Council on Affordable Housing (COAH) in calculating a municipality's deteriorated units and indigenous need. The surrogates used to identify housing quality, in addition to age (Pre-1940 units in Table 2), are the following, as described in COAH's rules:

Persons per Room	1.01 or more persons per room is an index of overcrowding.
Plumbing Facilities	Inadequate plumbing is indicated by either a lack of exclusive use of plumbing or incomplete plumbing facilities.
Kitchen Facilities	Inadequate kitchen facilities are indicated by shared use of a kitchen or the non-presence of a sink with piped water, a stove, or a refrigerator.

Table 8 compares the Township, County, and State for some of the above indicators of housing quality. The Township had fewer units with overcrowding than the County and State, and more units with inadequate kitchen facilities than both the County and the State. The Township had no units with inadequate plumbing facilities.

Table 8: Housing Quality for Township, County, and State

Condition	%		
	Chatham Township	Morris County	New Jersey
Overcrowding	.5	1.5	3.2
Inadequate plumbing	0	.4	.4
Inadequate kitchen	2.6	.9	.8

Note: The universe for this table is occupied housing units.

Source: 2011-2015 ACS 5 year estimates DP-04

The last factors used to describe the municipal housing stock are the assessed housing values and gross rents for residential units. In 2011-2015, the median residential housing value was $819,200 (Table 9) with most of the Township's housing stock valued at $500,000 or more.

Table 9: Value of Residential Units

Value	Number	%
Less than $50,000	38	1.2
$50,000 to $99,999	39	1.2
$100,000 to $149,999	0	0
$150,000 to $199,999	34	1
$200,000 to $299,999	178	5.4
$300,000 to $499,999	478	14.6
$500,000 to $999,999	1,393	42.6
$1,000,000 or more	1,107	33.9
Median (dollars)	$819,200	

Source: 2011-2015 ACS 5 year estimates DP-04

Table 10 indicates that in 2011-2015 the majority (64%) of renter-occupied units rented for $1,500 - $2,499 per month.

Table 10: Gross Rents for Specified Renter-Occupied Housing Units

Contract Monthly Rent	Number	%
Less than $500	8	1.4
$500 to $999	36	6.2
$1,000 to $1,499	72	12.4
$1,500 to $1,999	223	38.5
$2,000 to $2,499	147	25.4
$2,500 to $2,999	49	8.5
$3,000 or more	44	7.6
No Cash Rent	0	0
Median (contract rent)	$1,889	

Source: 2011-2015 ACS 5 year estimates DP-04

The data in Table 11 indicate that 38% of renter households earned less than $50,000, and 96% of these households were paying more than 35% of their income for rent. On the other end of the spectrum, 41.6% of renter households earned more than $100,000 per year 87% of these households were paying less than 35% of their income for rent. A figure of 35% is considered the limit of affordability for rental housing costs.

Table 11: Household Income by Gross Rent as a Percentage of Household Income

Income	Number of Households	Percentage of Household Income					
		0 – 19.99%	20 – 24.9%	25 – 29.9%	30 – 34.9%	35% +	Not computed
< $10,000	10	0	0	0	0	10	0
$10,000 – 19,999	89	0	0	8	0	81	0
$20,000 – 34,999	92	0	0	0	0	92	0
$35,000 -- 49,999	28	0	0	0	0	28	0
$50,000-- 74,999	80	0	0	22	15	43	0
$75,000 -- 99,999	87	5	7	48	7	20	0
$100,000 or more	193	124	17	17	9	26	0

Source: 2011-2015 ACS 5 year estimates B25074

B. Projection of Municipal Housing Stock

According to records of the municipal tax assessor, the overwhelming majority of the 294 new homes built between 2007 and 2019 replaced smaller, older units. Sixty of these, roughly 1/5 of all new homes constructed during this period, were built on vacant lots while the remaining 234 were replacement homes, commonly referred to as “tear downs”. This translates to 22 new units per year.

The 13-year period from 2007 to 2019 included the great recession and the recent economic boom. In that regard, it is fairly representative of an average during both boom and bust periods. Thus, between January 2020 and July 2025, Chatham Township can reasonably expect to see roughly 20-25 new homes/year during the five and one-half years remaining in the third round or between 110 and 138 new homes, largely replacing existing units.

Based on the requirements of the fair share plan, 98 new affordable family rental units will be developed during the third round. These will include 24 units already approved at the Skate Park site and an additional 74 units at a site or sites to be determined.

Another 72 units of affordable housing in Chatham Township has also been preserved for another 30 years at Vernon Grove in Chatham Glen, where the Township as arranged to purchase extended affordability controls on these units.

Overlay zoning for affordable housing may also produce affordable units as part of an inclusionary redevelopment of the Fairmount Common site.

C. Analysis of Demographic Characteristics

As with the inventory of the municipal housing stock, the primary sources of information for the analysis of the demographic characteristics of the Township's residents are the 2010 U.S. Census and the U.S. Census Bureau 2011-2015 American Community Survey 5-year estimates. The data from these sources provide a wealth of information concerning the characteristics of the Township's population. The 2010 Census indicates that the Township had 10,452 residents, or 366 more residents than in 2000, representing a population increase of approximately 3.6%. The Township's 3.6% increase in the 2000's compares to a 4.7% increase in Morris County and a 4.5% increase in New Jersey. The age distribution of the Township's residents is shown in Table 12. There are more females than males in every age category.

Table 12: Population by Age and Sex

Age	Total Persons	Male	Female
0 – 4	587	291	296
5 – 19	2,591	1,288	1,303
20 – 34	846	394	452
35 – 54	3,531	1,678	1,853
55 – 69	1,766	836	930
70 +	1,131	439	692
Total	10,452	4,926	5,526

Source: 2010 U.S. Census, SF-1

Table 13 compares the Township to the County and State by age categories. The principal difference among the Township, County, and State occurs in the 20-34 age categories, where the Township had a smaller proportion than both the County and the State.

Table 13: Comparison of Age Distribution for Township, County, and State (% of persons)

Age	Chatham Township	Morris County	New Jersey
0 - 4	5.6%	5.6%	6.2%
5 – 19	24.8%	20.5%	19.9%
20 – 34	8.1%	15.3%	18.8%
35 – 54	33,8%	32.0%	29.8%
55 – 69	16.9%	16.9%	15.9%
70 +	10.8%	9.6%	9.5%
Median	43.3	41.3	39.0

Source: 2010 U.S. Census, SF-1

Table 14 provides the Census data on household size for the Township, while Table 15 compares household sizes in the Township to those in Morris County and the State. The Township has a higher percentage of 1-person and 5-person households, and a lower percentage of 3-person households than the County and the State.

Table 14: Persons in Household

Household Size	Total Units
1 person	1,062
2 persons	1,105
3 persons	526
4 persons	732
5 persons	391
6 persons	85
7+ persons	14
Total	3,915

Source: 2010 U.S. Census, SF-1

Table 15: Comparison of Persons in Household for Township, County, and State (% of households)

Household Size	Township	County	State
1 person	27.1	23.5	25.2
2 persons	28.2	30.6	29.8
3 persons	13.4	17.2	17.4
4 persons	18.7	17.6	15.7
5 persons	10.0	7.5	7.2
6 persons	2.2	2.3	2.7
7 or more persons	0.0	1.2	1.9
Persons per household	2.64	2.68	2.68

Source: 2010 U.S. Census, SF-1

Table 16 presents a detailed breakdown of the Township's population by household type and relationship. There were 9,006 persons (86.2%) in family households in the Township and 1,339 persons (12.8%) in non-family households; a family household includes a householder living with one or more persons related to him or her by birth, marriage, or adoption, while a non-family household includes a householder living alone or with non-relatives only. 107 persons (1.0%) lived in group quarters.

Table 16: Persons by Household Type and Relationship

	Total
In family Households:	9,006
Spouse	2,476
Child	3,580
In Non-Family Households:	1,339
Male householder:	399
Living alone	334
Not living alone	65
Female householder:	796
Living alone	728
Not living alone	68
In group quarters:	107
Institutional	102
Non-institutional	5

Source: 2010 U.S. Census, SF-1

Table 17 provides income data for the Township, County, and State. The Township's per capita and median incomes were higher than those of both the County and the State.

Table 17: Income for Township, County, and State

Jurisdiction	Per Capita Income	Median Income	
		Households	Families
Chatham Township	$86,427	$151,216	$207,708
Morris County	$49,552	$100,214	$120,114
New Jersey	$36,582	$72,093	$88,335

Source: 2011-2015 U.S. Census ACS 5 Year Estimates DP-03

Table 18 addresses the lower end of the income spectrum, providing data on poverty levels for persons and families. The determination of poverty status and the associated income levels is based on the 2015 cost of an economy food plan and ranged from an annual income of $11,770 for a one-person family to $40,898 for an eight-person family (three-person family is $20,090). Many federal programs, including food stamps, use the economy food plan as the determining guideline. According to the data in Table 18, the Township had proportionately fewer persons qualifying for poverty status than the County and the State.

Table 18: Poverty Status for Persons and Families for Township, County, and State (% with 2009-2013 income below poverty)

Jurisdiction	Persons (%)	Families (%)
Chatham Township	2.1	.5
Morris County	4.5	3.0
New Jersey	10.8	8.2

Source: 2011-2015 ACS 5 year estimates DP-03

The ACS includes a vast array of additional demographic data that provide insights into an area's population. For example, Table 19 provides a comparison of the percent of households who moved into their current residence in 1999 or earlier; this is a surrogate measure of the mobility/stability of a population. The data indicate that the percentage of Township residents residing in the same house as in 1999 exceeds that of the County and State.

Table 19: Comparison of Place of Residence for Township, County, and State

Jurisdiction	Percent living in same house in 1999
Chatham Township	41.7%
Morris County	40.8%
New Jersey	36.3%

Source: 2011-2015 ACS 5 year estimates DP-04

Table 20 compares the educational attainment for Township, County, and State residents over age 25. The data indicate that Chatham Township residents are highly educated, with a much higher percentage having achieved a bachelor's degree or higher than both the County and the State.

Table 20: Educational Attainment for Township, County, and State Residents
(Persons 25 years and over)

Jurisdiction	Percent (%) high school graduates or higher	Percent (%) with bachelor's degree or higher
Chatham Township	97.8	75.1
Morris County	93.8	51
New Jersey	88.6	36.8

Source: 2011-2015 ACS 5 year estimates DP-02

The ACS also provides data on the means of transportation which people use to reach their place of work. Table 20 compares the Census data for the Township, County, and State relative to driving alone, carpooling, using public transit, and using other means of transportation. The Township had a relatively high percentage of workers who drive alone, and a relatively low percentage of workers who carpool or use public transit. Of the 10.2 % of workers who resided in the Township and used other means of transportation to reach work, 8.1% of workers worked from home.

Table 21: Means of Transportation to Work for Township, County and State Residents (Workers 16 years old and over)

Jurisdiction	Percent who drive alone	Percent in carpools	Percent using public transit	Percent using other means
Chatham Township	70.1	3.4	16.3	10.2
Morris County	78.7	7.7	5	8.6
New Jersey	71.9	8.1	11.1	9

Source: 2011-2015 ACS 5 year estimates DP-03

D. Summary of Employment Data

The 2011-2015 ACS 5-year estimates provided information on resident employment by industry (Table 22). Nearly 2/3 of Chatham Township residents were employed in just three (3) industry categories, with 21.1% in the field of finance and insurance, and real estate and rental and leasing 25.5% in educational services, health care and social assistance and 18.7% in professional, scientific, and management, and administrative and waste management service.

Table 22: Employment by Industry

Industry	Persons	%
Civilian employed population 16 years and over	4,666	
Agriculture, forestry, fishing and hunting, and mining	0	0
Construction	133	2.9
Manufacturing	460	9.9
Wholesale trade	120	2.6
Retail trade	278	6
Transportation and warehousing, and utilities	42	.9
Information	168	3.6
Finance and insurance, and real estate and rental and leasing	984	21.1
Professional, scientific, and management, and administrative and waste management services	872	18.7
Educational services, and health care and social assistance	1192	25.5
Arts, entertainment, and recreation, and accommodation and food services	209	4.5
Other services, except public administration	178	3.8
Public administration	30	.6

Source: 2011-2015 ACS 5 year estimates DP-03

Table 23: Employed Persons by Occupation, Industry and Class

Subject	Chatham township, Morris County, New Jersey			
	Estimate	Margin of Error	Percent	Percent Margin of Error
Workers 16 years and over	4,768	+/-240	4,768	(X)
Car, truck, or van -- drove alone	3,322	+/-267	69.7%	+/-4.3
Car, truck, or van -- carpooled	126	+/-48	2.6%	+/-1.0
Public transportation (excluding taxicab)	906	+/-183	19.0%	+/-3.7
Walked	46	+/-39	1.0%	+/-0.8
Other means	59	+/-44	1.2%	+/-0.9
Worked at home	309	+/-93	6.5%	+/-2.0
Mean travel time to work (minutes)	37.9	+/-2.6	(X)	(X)
OCCUPATION				
Civilian employed population 16 years and over	4,842	+/-221	4,842	(X)
Management, business, science, and arts occupations	2,961	+/-257	61.2%	+/-4.4
Service occupations	421	+/-123	8.7%	+/-2.5
Sales and office occupations	1,201	+/-158	24.8%	+/-3.2
Natural resources, construction, and maintenance occupations	78	+/-43	1.6%	+/-0.9
Production, transportation, and material moving occupations	181	+/-75	3.7%	+/-1.5
INDUSTRY				
Civilian employed population 16 years and over	4,842	+/-221	4,842	(X)
Agriculture, forestry, fishing and hunting, and mining	0	+/-19	0.0%	+/-0.7
Construction	104	+/-53	2.1%	+/-1.1
Manufacturing	333	+/-111	6.9%	+/-2.2
Wholesale trade	187	+/-64	3.9%	+/-1.3
Retail trade	380	+/-150	7.8%	+/-3.1
Transportation and warehousing, and utilities	51	+/-31	1.1%	+/-0.6
Information	137	+/-80	2.8%	+/-1.6
Finance and insurance, and real estate and rental and leasing	1,176	+/-160	24.3%	+/-3.3
Professional, scientific, and management, and administrative and waste management services	703	+/-124	14.5%	+/-2.5
Educational services, and health care and social assistance	1,189	+/-198	24.6%	+/-4.0
Arts, entertainment, and recreation, and accommodation and food services	298	+/-102	6.2%	+/-2.1
Other services, except public administration	197	+/-80	4.1%	+/-1.7
Public administration	87	+/-50	1.8%	+/-1.0
CLASS OF WORKER				
Civilian employed population 16 years and over	4,842	+/-221	4,842	(X)
Private wage and salary workers	4,113	+/-253	84.9%	+/-3.3
Government workers	374	+/-114	7.7%	+/-2.3
Self-employed in own not incorporated business workers	347	+/-98	7.2%	+/-2.0
Unpaid family workers	8	+/-12	0.2%	+/-0.3

Source: SELECTED ECONOMIC CHARACTERISTICS 2013-2017 American Community Survey 5-Year Estimates

According to the 2013-2017 ACS data presented in Table 23, finance and insurance has gained jobs in recent years while educational, health care and social services decreased slightly. Professional, scientific, and management, and administrative and waste management services lost 169 jobs between the 2011-2015 and 2013-2017 ACS results. The percentage of Township residents in the labor force was lower than that of the County and State. The Township had a lower rate of unemployment than both the County and the State.

Table 24: Labor Force and Employment

Jurisdiction	Percent in Labor Force	Employed	Unemployed
Chatham Township	61.5	58.3	3.1
Morris County	69	64.7	4.3
New Jersey	66	60.1	5.8

Source: 2011-20153 ACS 5 year estimates DP-03

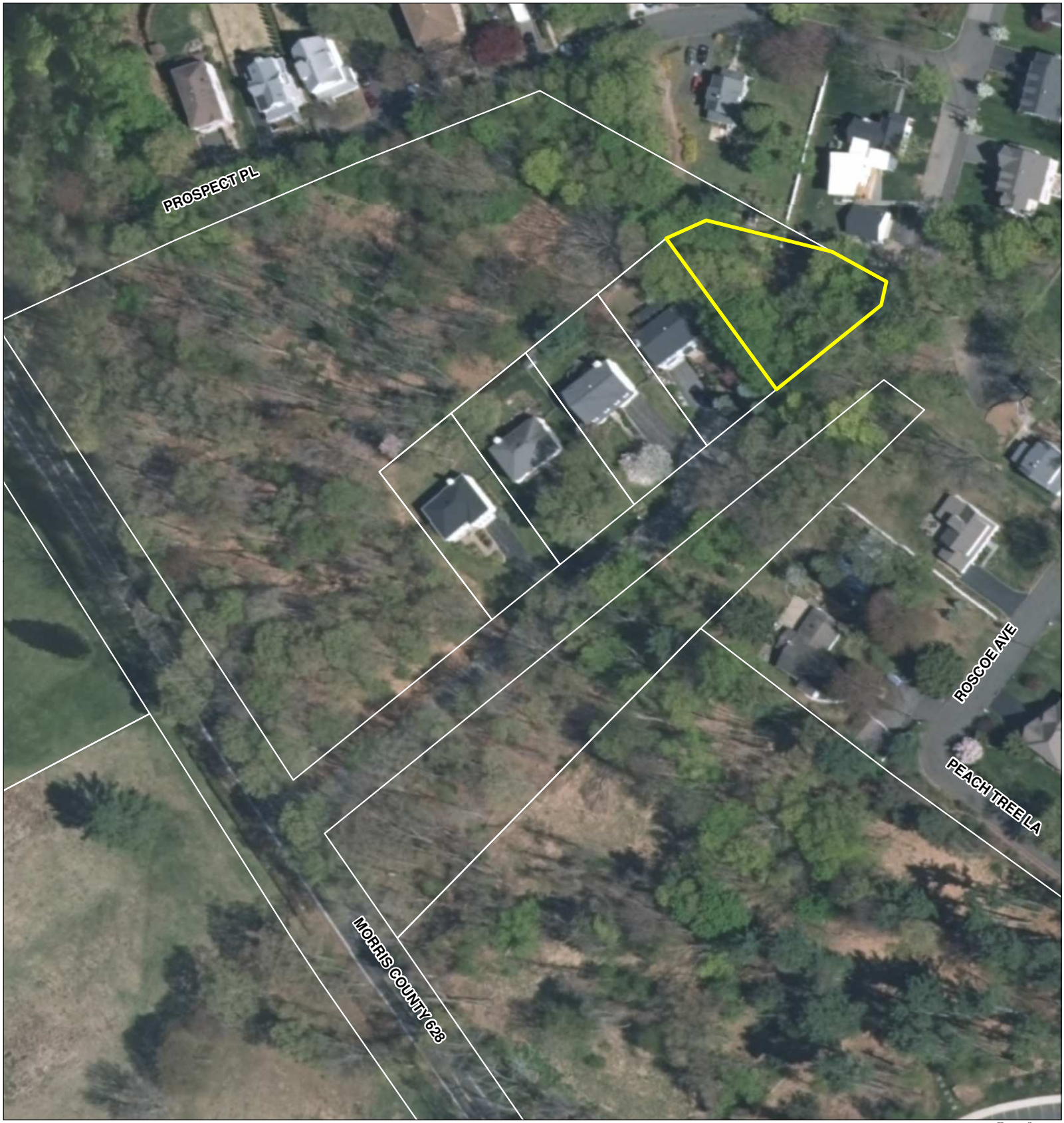
E. Analysis of Probable Future Employment Characteristics

Chatham Township's two principal employment nodes are found at Giralda Farms and in and around the Hickory Tree center along Shunpike Road, Green Village Road and Southern Boulevard. With the Township and County of Morris's jointly purchased acquisition of the undeveloped portions of the Giralda Farms campus, there will not be any expansion of office or other use at this location and, hence, little or no growth of office employment in the Township.

The State Data Center has forecast employment growth for Morris County between 2016 and 2026 at 8.4%, resulting in an increase of 27,830 jobs. While it is difficult to forecast which job sectors will shrink or grow in the future, assuming that total jobs in Chatham Township will increase at the same rate as forecast for the county, 8.4% job growth through 2026 would amount to roughly 400 additional jobs by 2026.

Figure 1
Aerial Photography

Block 138, Lot 4
Portion of Chatham Township,
Morris County, NJ
May 2020



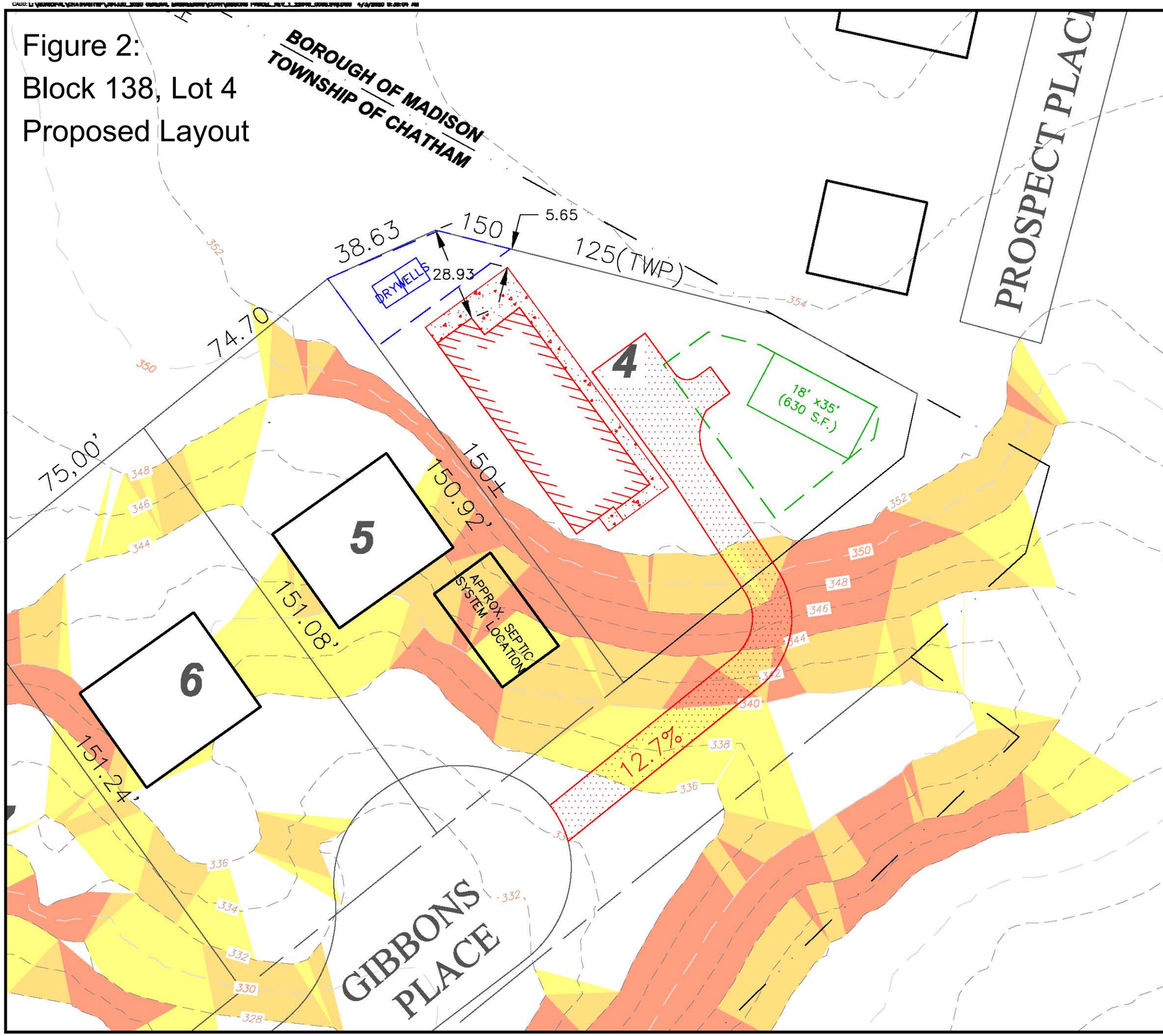
Legend

- Block 62, Lots 70 & 71
- 100 year Floodzone
- Water
- Wetlands

Data Sources:
Morris County Parcels 2014
NJDOT roadway network 2011
NJDEP 2015 Aerial Photography

BANISCH
ASSOCIATES, INC.
Planning and Design

Figure 2:
Block 138, Lot 4
Proposed Layout



VARIANCES REQUIRED:

1. REAR-YARD SETBACK: 45' REQUIRED, 28.93' PROPOSED
3. MAXIMUM IMPERVIOUS COVERAGE: 4,548 S.F. ALLOWABLE, 51,73 S.F. PROPOSED
4. ACCESSORY STRUCTURE (PATIO) SETBACK: 15' REQUIRED, 5.65' PROPOSED
5. RETAINING WALLS CONSTRUCTED WITHIN A PUBLIC RIGHT OF WAY (30-96.15.B.1)
6. CHANGE IN EXISTING GRADE WITHIN FIFTEEN FEET OF A PROPERTY LINE BY FOUR FEET OR MORE (30-96.26.a)
7. STEEP SLOPE DISTURBANCE: ALL CATEGORIES
8. GARAGE REQUIRED; NO GARAGE PROVIDED 30-96.19.a)
9. SECTION 30-96.19.A: A GARAGE OR CARPORT AND DRIVEWAY SHALL BE CONSTRUCTED FOR EACH ONE-FAMILY RESIDENCE, AND SUCH GARAGE OR CARPORT SHALL BE CONNECTED BY A DRIVEWAY TO THE ABUTTING STREET.
10. PER NEW JERSEY MUNICIPAL LAND USE LAW, SECTION 40:55-35, NO PERMIT FOR THE ERECTION OF ANY BUILDING OR STRUCTURE SHALL BE ISSUED UNLESS THE LOT ABUTS A STREET GIVING ACCESS TO SUCH PROPOSED BUILDING OR STRUCTURE.

SLOPE LEGEND:
0-14.99%
15-19.99%
20-24.99%
>25-29.99%

TOWNSHIP OF CHATHAM
MORRIS COUNTY, NEW JERSEY

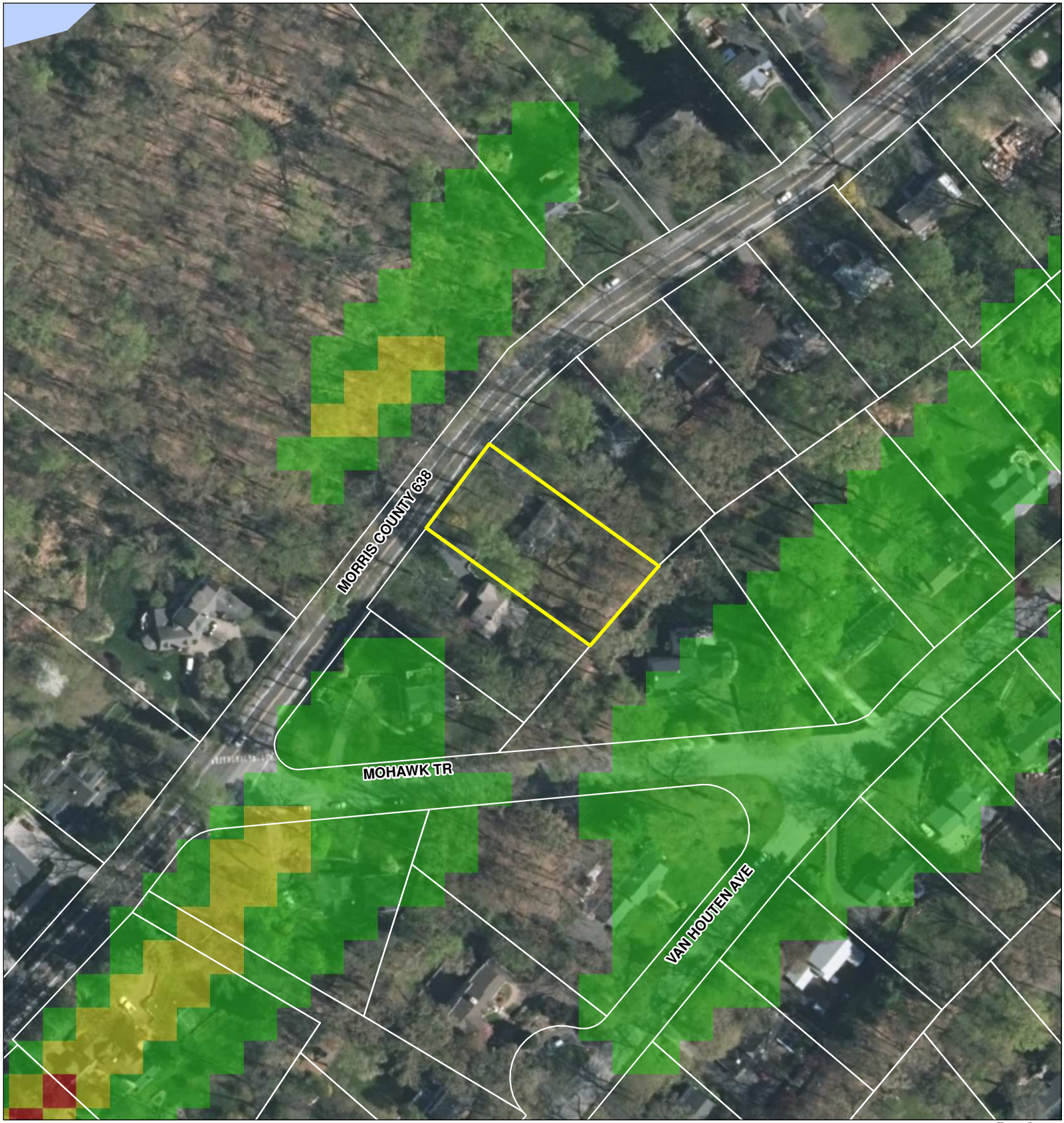
BLOCK 138
LOT 4
CONCEPT LAYOUT
SCALE: 1"=30'

Figure 3
Aerial Photography

Block 62.03, Lot 33
Portion of Chatham Township,
Morris County, NJ
May 2020

N
W E
S

0 75 150
Feet



Legend

- Block 62.03, Lot 33
- 100 year Floodzone
- Water
- Wetlands
- Slopes less than 15%
- Slopes 15% to 20%
- Slopes 20% to 25%
- Slopes greater than 25%

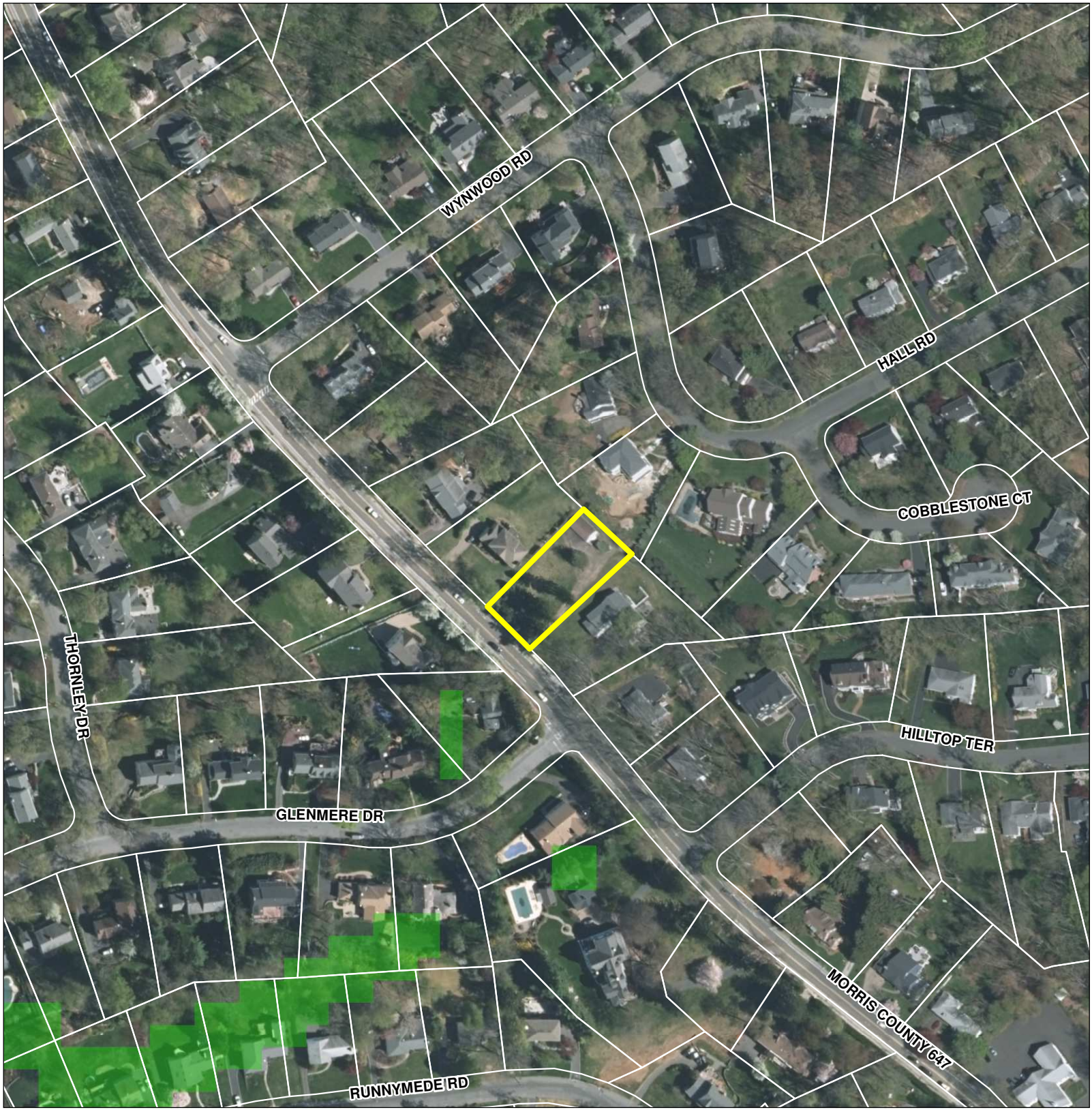
Data Sources:
Morris County Parcels 2014
NJDOT roadway network 2011
NJDEP 2015 Aerial Photography

BANISCH
ASSOCIATES, INC.
Planning and Design

Figure 4
Aerial Photography
Block 69, Lot 15.03
Portion of Chatham Township,
Morris County, NJ
May 2020

N
W E
S

0 155 310
Feet



Legend

- Block 69, Lot 15.03*
- 100 year Floodzone
- Water
- Wetlands
- Slopes less than 15%
- Slopes 15% to 20%
- Slopes 20% to 25%
- Slopes greater than 25%

** Approx. Subdivion Parcel Line*

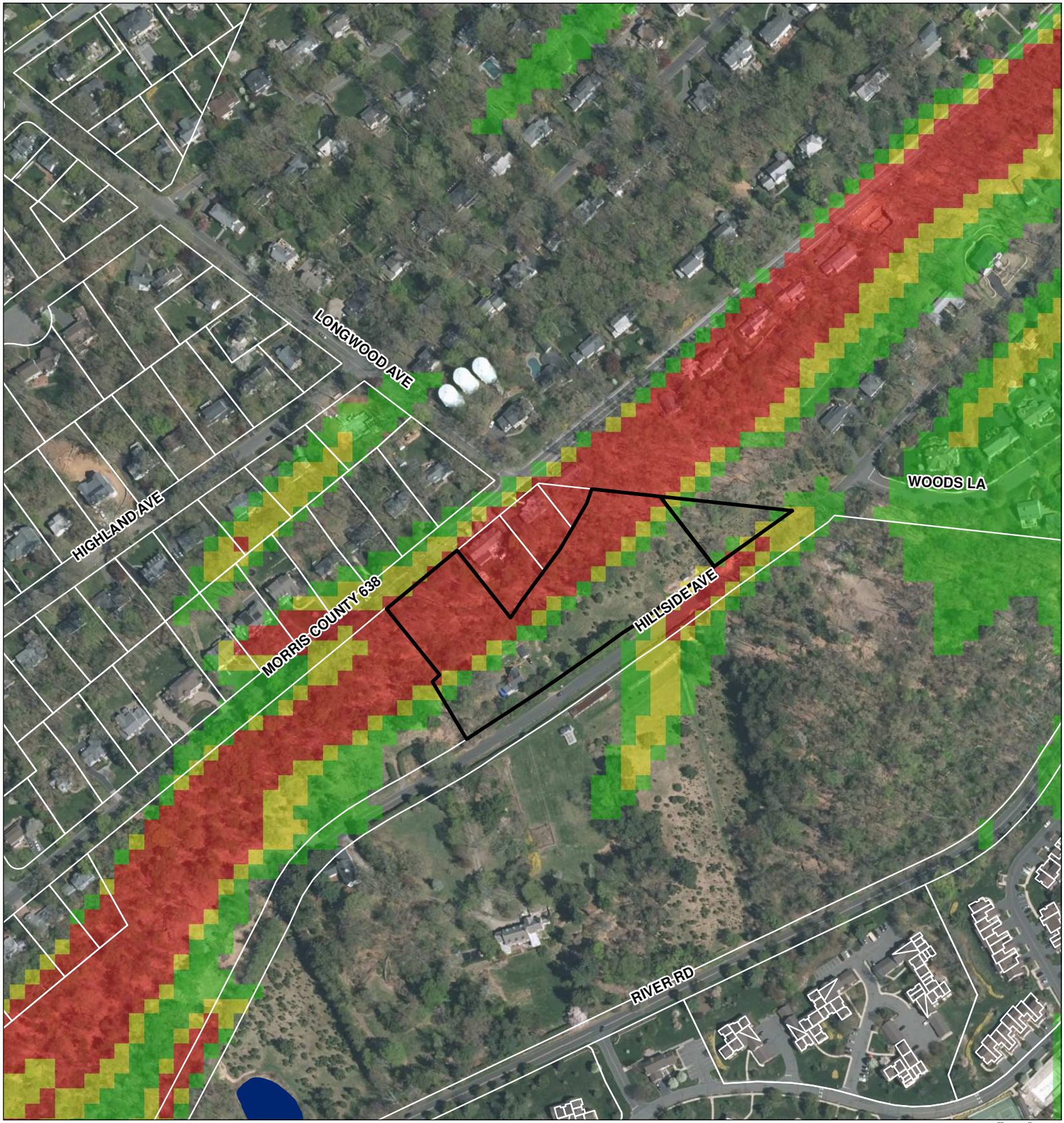
Data Sources:
Morris County Parcels 2014
NJDOT roadway network 2011
NJDEP 2015 Aerial Photography

BANISCH
ASSOCIATES, INC.
Planning and Design

Figure 5
Aerial Photography
Block 67, Los 17 and 17.01
Portion of Chatham Township,
Morris County, NJ
May 2020

N
W E
S

0 175 350
Feet



Legend

- Block 67, Lots 17 and 17.01
- 100 year Floodzone
- Water
- Wetlands
- Slopes less than 15%
- Slopes 15% to 20%
- Slopes 20% to 25%
- Slopes greater than 25%

Data Sources:
Morris County Parcels 2014
NJDOT roadway network 2011
NJDEP 2015 Aerial Photography

BANISCH
ASSOCIATES, INC.
Planning and Design

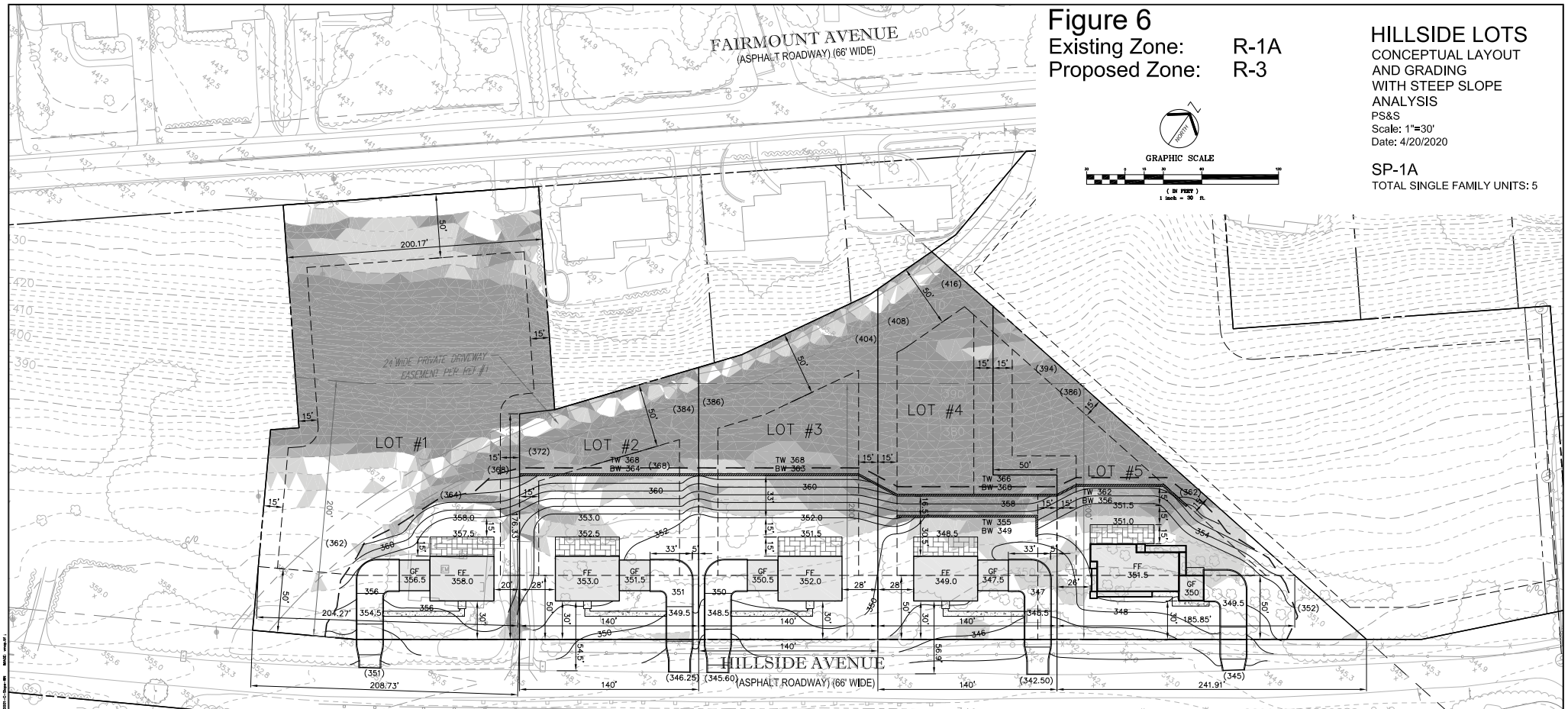
Figure 6

Existing Zone: R-1A
Proposed Zone: R-3

HILLSIDE LOTS

CONCEPTUAL LAYOUT AND GRADING WITH STEEP SLOPE ANALYSIS
PS&S
Scale: 1"=30'
Date: 4/20/2020

SP-1A
TOTAL SINGLE FAMILY UNITS: 5



ZONING SCHEDULE
(TOWNSHIP OF CHATHAM)

DESCRIPTION	R-1A REQUIRED/PERMITTED	R-3 REQUIRED/PERMITTED	PROVIDED R-3 LOTS				
			LOT #1	LOT #2	Lot #3	Lot #4	Lot #5
PRINCIPAL USE	ONE-FAMILY DWELLINGS	ONE-FAMILY DWELLINGS	ONE-FAMILY DWELLING	ONE-FAMILY DWELLING	ONE-FAMILY DWELLING	ONE-FAMILY DWELLING	GROUP HOME DWELLING
MIN LOT AREA	Conventional Lot/Lot Size Averaging 100,000/41,250 S.F.	Conventional Lot: 20,000 S.F. Corner Lot: 25,000 S.F.	69,133 S.F.	26,957 S.F.	33,656 S.F.	32,065 S.F.	31,578 S.F.
MAX DEPTH OF MEASUREMENTS	Conventional Lot/Lot Size Averaging: 400/275 FT	200 FT	200 FT	200 FT	200 FT	200 FT	200 FT
LOT AREA PER 200' MAX. DEPTH OF MEASUREMENTS	100,000 S.F. 41,250 S.F.	20,000 S.F. (CORNER=25,000 S.F.)	40,172 S.F.	26,685 S.F.	28,000 S.F.	24,425 S.F.	29,535 S.F.
MINIMUM USABLE LOT AREA	7,000 S.F.	7,000 S.F.	40,862 S.F.	9,909 S.F.	14,901 S.F.	14,790 S.F.	12,866 S.F.
MIN LOT WIDTH							
– AT STREET LINE	Conventional Lot/Lot Size Averaging: 225/125 FT	90 FT	208.73 FT	140 FT	140 FT	140 FT	241.91 FT
– AT SETBACK LINE	Conventional Lot/Lot Size Averaging: 250/150 FT	100 FT	204.27 FT	140 FT	140 FT	140 FT	185.85 FT
MAX BLDG. COVERAGE –PERMITTED –PROVIDED	2,000 S.F. Plus 6% of Lot Area Greater Than 10,000 S.F.	2,000 S.F. Plus 6% of Lot Area Greater Than 10,000 S.F.	5,548 SF/8.0% 2,326 SF/3.4%	3,017 SF/11.2% 2,326 SF/8.6%	3,419 SF/10.2% 2,326 SF/6.9%	3,325 SF/10.4% 2,326 SF/7.3%	3,295 SF/10.4% 3,258 SF/10.3%
MAX IMPERVIOUS COVERAGE –PERMITTED –PROVIDED	(See Below)*	(See Below)*	13,913 SF/20% 4,885 SF/7.1%	7,391 SF/27.4% 4,885 SF/18.1%	8,731 SF/25.9% 4,885 SF/14.5%	8,413 SF/26.2% 4,885 SF/15.2%	8,316 SF/26.5% 5,656 SF/17.9%
PRINCIPAL BLDG. SETBACK FROM:							
FRONT YARD	Conventional Lot/Lot Size Averaging: 100/75 FT	50 FT	30 FT**	30 FT**	30 FT**	30 FT**	30 FT**
REAR	75 FT	50 FT	397.4 FT	114.6 FT	159.2 FT	210.7 FT	–
SIDE	Conventional Lot/Lot Size Averaging: 35/25 FT	15 FT	20 FT	28 FT	28 FT	28 FT	26 FT
SIDE YARD COMBINED (Percentage of Average Lot Width for Side Yard Determination)	35%	30%	74%	60%	60%	60%	48%
MAX BLDG. HEIGHT (1)(2)	2½ STORIES AND 35 FT	2½ STORIES AND 35 FT	2½ STORIES 36.7 FT***	2½ STORIES 38.5 FT***	2½ STORIES 38.5 FT***	2½ STORIES 38.5 FT***	1 STORY 20.5 FT
MAX RETAINING WALL HEIGHT (3)	6 FT	6 FT	–	4 FT	5 FT	6 FT	6 FT

*Total Lot Area: 10,000 – 40,000 SF: 4,000 square feet plus 20% of lot area greater than 10,000 square feet;
Total Lot Area: 40,000 – 60,000 SF: 10,000 square feet plus 15% of lot area greater than 40,000 square feet;
Total Lot Area: 60,000 – 80,000 SF: 13,000 square feet plus 10% of lot area greater than 60,000 square feet;

**30 FOOT FRONT YARD SETBACK TO BE REQUESTED AS MINIMUM PERMITTED UNDER ZONING CHANGE

***WE ANTICIPATE APPLICATIONS REQUESTING AN ADDITIONAL 10% FOR ALLOWABLE BUILDING HEIGHT (38.5 FOOT MAXIMUM)

(1) BUILDING HEIGHT AS MEASURED FROM PEAK OF ROOF TO AVERAGE PROPOSED GROUND ELEVATION (CUT CONDITION) 15 FEET AWAY

(2) BASED UPON BUILDING HEIGHT FOR TYPICAL SINGLE FAMILY HOME OF 37.0 FT USING 10:12 ROOF PITCH AND HEIGHT FOR GROUP HOME OF 18.5 FT

(3) HEIGHT OF WALL IS MEASURED BY DIFFERENCE IN GRADE AND EXCLUDES FALL PROTECTION FENCING

STEEP SLOPE ANALYSIS

TOTAL LOT AREA

STEEP SLOPES TABLE				TOTAL		LOT #1		LOT #2		LOT #3		LOT #4		LOT #5	
SLOPE RANGE	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR	AREA (AC.)	AREA (S.F.)	AREA (AC.)	AREA (S.F)	AREA (AC.)	AREA (S.F)	AREA (AC.)	AREA (S.F)	AREA (AC.)	AREA (S.F)	AREA (AC.)	AREA (S.F)
1	0.00%	15.00%		1.771	77,146	0.598	26,055	0.320	13,929	0.307	13,362	0.228	9,939	0.318	13,861
2	15.00%	20.00%		0.588	25,601	0.209	9,102	0.106	4,635	0.090	3,931	0.087	3,772	0.096	4,163
3	20.00%	25.00%		0.377	16,413	0.125	5,441	0.056	2,430	0.089	3,869	0.039	1,690	0.068	2,982
4	25.00%	VERTICAL		1.704	74,229	0.655	28,534	0.137	5,964	0.287	12,494	0.383	16,664	0.243	10,572

DISTURBED AREA

STEEP SLOPES TABLE				TOTAL		LOT #1		LOT #2		LOT #3		LOT #4		LOT #5	
SLOPE RANGE	MINIMUM SLOPE	MAXIMUM SLOPE	COLOR	AREA (AC.)	AREA (S.F.)	AREA (AC.)	AREA (S.F)	AREA (AC.)	AREA (S.F)	AREA (AC.)	AREA (S.F)	AREA (AC.)	AREA (S.F)	AREA (AC.)	AREA (S.F)
1	0.00%	15.00%		1.380	60,103	0.271	11,825	0.306	13,337	0.300	13,060	0.224	9,776	0.278	12,105
2	15.00%	20.00%		0.342	14,913	0.032	1,382	0.089	3,875	0.063	2,752	0.071	3,082	0.088	3,823
3	20.00%	25.00%		0.168	7,338	0.011	475	0.031	1,346	0.051	2,210	0.027	1,184	0.049	2,125
4	25.00%	VERTICAL		0.125	5,464	0.015	641	0.005	205	0.016	703	0.063	2,736	0.027	1,180

Figure 7
Aerial Photography
Block 62, Lots 70 & 71
Portion of Chatham Township,
Morris County, NJ
May 2020

N
W E
S

0 200 400
Feet

Legend

- Block 62, Lots 70 & 71
- 100 year Floodzone
- Water
- Wetlands

Data Sources:
Morris County Parcels 2014
NJDOT roadway network 2011
NJDEP 2015 Aerial Photography

BANISCH
ASSOCIATES, INC.
Planning and Design

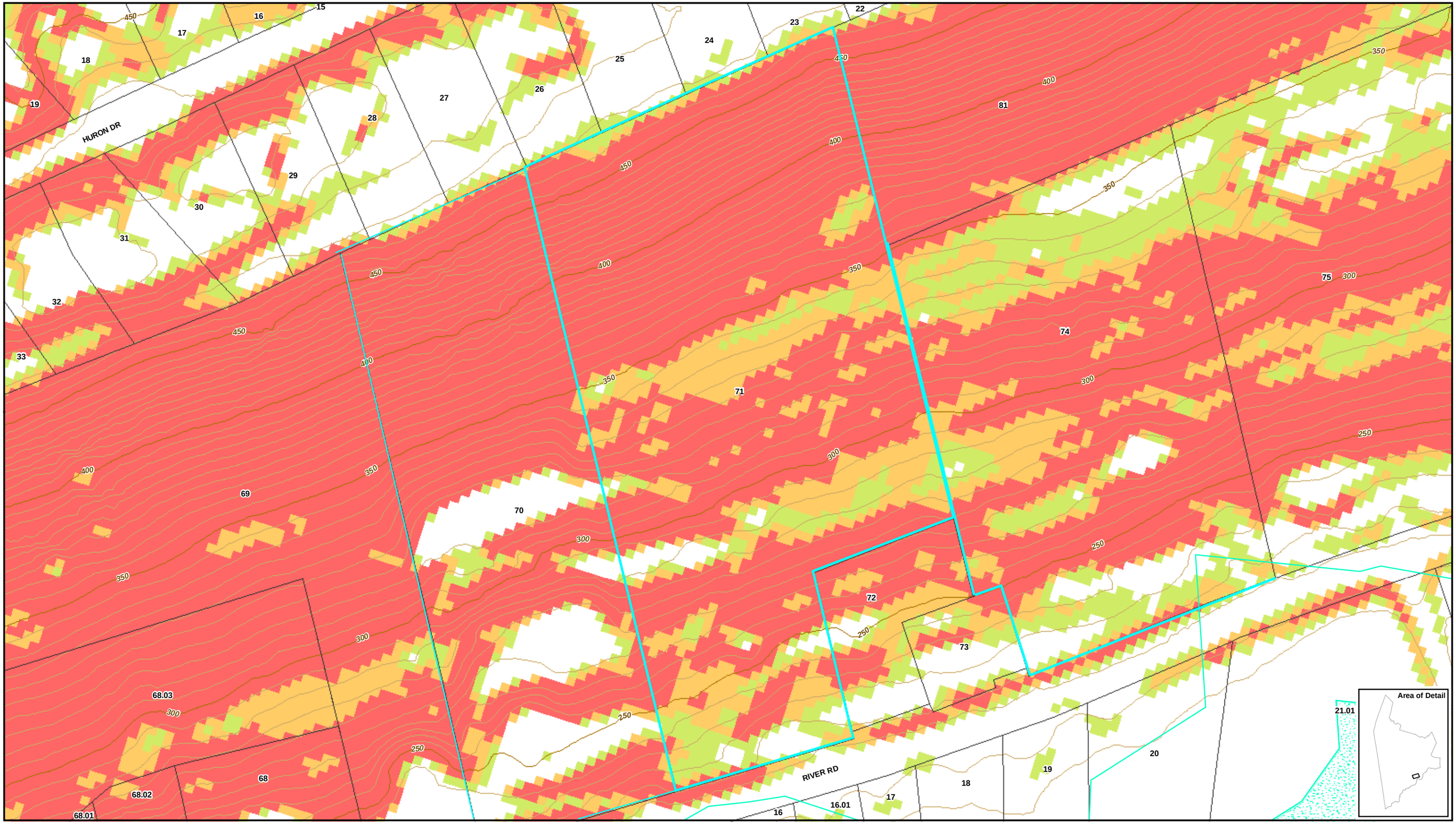


Figure 8

LEGEND:

- Wetlands Transition Area 150 feet3
- **Percent Slope**
  - < 15%
  - 15% - 20%
  - 20% - 25%
  - > 25%
- Parcel Boundary
- Wetland

0 100 200 Feet

5

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.

Map Document: (M:\Chatham Twp\GIS\Assignments\FairHousingAnalysis\RiverRoad_Lot69_Slopes.mxd)
3/20/2019 1:53:17 PM MAR82518

MOTT MACDONALD

412 Mt Kemble Avenue
Morristown, New Jersey 07960

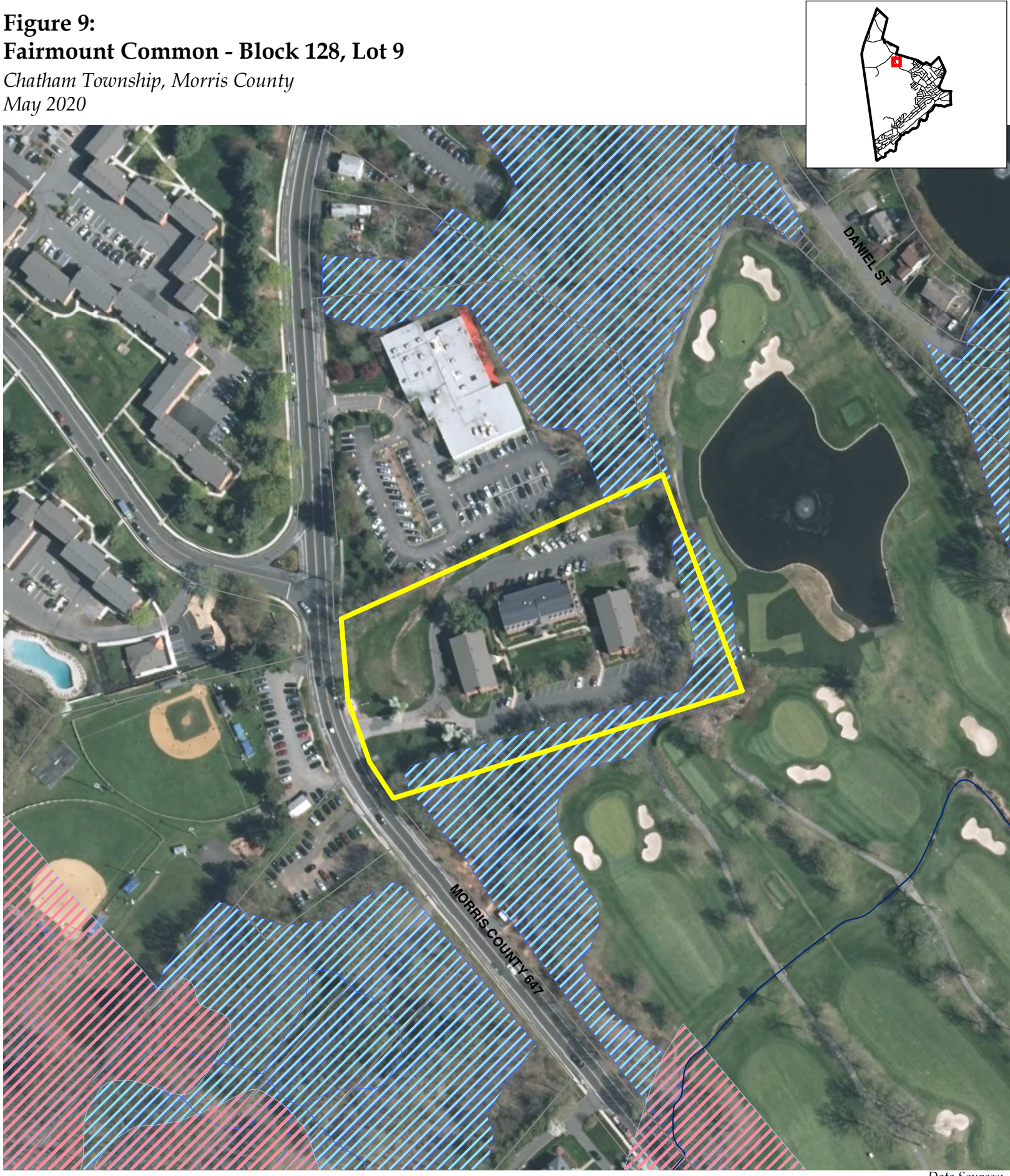
TOWNSHIP OF CHATHAM

FIGURE 1:
STEEP SLOPE ANALYSIS

Designed	Drawn	Checked	Approved	Date
SJA	DSC	DJH		3/20/2019

Figure 9:
Fairmount Common - Block 128, Lot 9

Chatham Township, Morris County
May 2020



Legend

- Block 128, Lot 9
- Streams
- 100 year Floodzone
- Wetlands
- Slopes less than 15%

N W E S

0 50 100
Feet

Data Sources:
Morris County Parcels 2014
NJDOT roadway network 2011
FEMA Floodplains
NJDEP 2012 LU/LC

BANISCH
ASSOCIATES, INC.
Planning and Design

APPENDIX A

APPENDIX A

FAIR SHARE HOUSING CENTER

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

December 13, 2018

Albert E. Cruz, Esq.
DiFrancesco, Bateman, Kunzman, David, Lehrer, & Flaum, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059

Re: In the Matter of the Application of the Township of Chatham, County of Morris, Docket No. MRS-L-1659-15

Dear Mr. Cruz:

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

Background

Chatham filed the above-captioned matter on July 7, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement ("Plan" or "HEFSP") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).

2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.

3. FSHC and Chatham hereby agree that Chatham's affordable housing obligations are as follows:

510 Park Blvd. • Cherry Hill, New Jersey 08002 • 856-665-5444 • fax: 856-663-8182 • www.fairsharehousing.org

Rehabilitation Share (per Kinsey Report[1])	63
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	83
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	387

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

5. The Township's efforts to meet its present need include the following: The Present Need/ Rehabilitation Share obligation, as determined by a structural conditions survey performed by the Township in accordance with applicable law, and confirmed by Special Master Phillip B. Caton, PP, FAICP, is 6 units. The municipality agrees to address the Present Need established by the Court in accordance with applicable law. The parties agree that the municipality shall not be required to establish a rental rehabilitation program. This is sufficient to satisfy the Township's Present Need obligations.

6. As noted above, the Township has a Prior Round prospective need of 83 units, which is met through the following compliance mechanisms:

Developments/Compliance Mechanisms	**Details/Status**	**Units**	**Bonuses**
Vernon Grove Condominium at Chatham Glen, family for sale units located at Block 64.02, Lots 1.01 to 2.16, and Block 64.03, Lots 1.01 to 2.20	These 75 affordable family for sale units were developed as part of an inclusionary development and sold starting in 1986. The deed restrictions were in effect for a period of 30 years, as set forth in Exh. A to this Agreement.	75	
Group home located at Block 67, Lot 3	During the compliance phase of this matter, the municipality will provide documentation evidencing the creditworthiness of these units.	6	6
	Total:	81	6
		87 units	

7. The municipality, as calculated in Exh. B, has a realistic development potential ("RDP") of 200 units. That RDP will be satisfied as follows:

Developments/Compliance Mechanisms Details/Status	**Units**	**Bonuses**
1. *Regional Contribution Agreement (RCA) with City of Newark:* This 8-unit RCA was approved by the Council on Affordable Housing on November 6, 1996.	8	

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

Developments/Compliance Mechanisms Details/Status	Units	Bonuses
2. *Vernon Grove Condominium at Chatham Glen, extension of expiring controls on affordable family, for-sale units:* The documentation evidencing the extension of these controls for a period of at least 30 years is attached as Exh. C. The extension of controls was approved by court order dated May 4, 2018, which is attached hereto as Exh. D.	72	
3. *Family rental units created through inclusionary zoning of Block 66, Lot 1, a 30.74-acre parcel with provision of off-site units phased with the market-rate units on a portion of Block 48.16, Lot 117.27 (aka "Skate Park site"):* On December 14, 2017, the Township adopted Ordinance 2017-15, which applies to Block 66, Lot 1. That ordinance provides for the production of 54 market-rate homes and 24 affordable homes on-site or off-site. The Township has stated that it anticipates that 24 units will be provided at the Skate Park site. The municipality will demonstrate a realistic opportunity for 24 affordable units prior to or at the compliance hearing in this matter by providing an agreement with the developer at least 30 days prior to the compliance hearing in this matter. The Township, in order to show a realistic opportunity, and in view of the fact that the developer would have a 31% set aside if it provides 78 total units, including 24 affordable, agrees to provide an agreement with the developer of Block 66, Lot 1 showing the location of the affordable units and evidencing the developer's obligation to provide the affordable units and stating that the developer agrees the zoning for the site presents a realistic opportunity for the development of affordable housing; that the developer has received an adequate compensatory benefit; that the developer specifically waives any claims that could be brought asserting a taking, inverse condemnation and any related claims; and that the developer waives claims regarding the absence or inadequacy of a compensatory benefit and the absence or inadequacy of incentives to the developer required by N.J.S.A. 52:27D-311h. The developer must agree to waive its right to object at the fairness and compliance hearings in this matter and must agree to comply with the Uniform Housing Affordability Controls, as modified by this Agreement regarding providing units at 30% of median income, and with rents that will be adjusted annually in accordance with paragraph 14 of this Agreement, and must agree that half of the units, rounded up, will be available to low-income households, including 4 that will be available to very low income households. Prior to the fairness hearing at which this compliance mechanism is evaluated, the Township agrees to provide a letter from the developer in which the developer acknowledges and endorses the rents that it would receive for the 24 units at the Skate Park site. The developer shall further agree to comply with the following phasing requirements: (a) The developer must submit a building permit application for the Skate Park site by the time the first Certificate of Occupancy is issued for the market rate units at the Dixiedale Development. (b) The developer must complete the foundation for the Skate Park site by the time 40% of the market rate units at the Dixiedale Development is completed. (c) The	24	24

Developments/Compliance Mechanisms Details/Status	Units	Bonuses
Certificate of Occupancy for the Skate Park site must be issued by the time 70% of the market rate units at the Dixiedale Development is completed.		
4. *Affordable family rental units through the development of a 100% affordable development on a site to be identified and provided by the municipality* The Township agrees to provide a memorandum of understanding between the Township and a developer for this 100% affordable development and to otherwise provide information necessary to demonstrate a realistic opportunity prior to the hearing at which the fairness of this compliance mechanism is evaluated. At least 30 days prior to the hearing at which the fairness of this compliance mechanism is evaluated, the municipality will identify an appropriate site or sites for 74 affordable family rental units and submit the site or sites for review by the Special Master and FSHC. Prior to the hearing at which the fairness of this compliance mechanism is evaluated, the municipality will acquire or otherwise obtain, including through a tax foreclosure, if necessary, an appropriate site for the 74 affordable family rental units. The parties agree that the municipality may not receive a final judgment in this matter without the identification and provision of an appropriate site for the 74 affordable family rental units and without providing a developer's agreement for the development. The parties further agree that the developer's agreement may be provided after the compliance hearing and shall be provided before the entry of final judgment.	74	26
Total:	178	50
		228

8. With a Third Round obligation of 387 units, and 228 credits recognized by paragraph 7, in addition to a 4-unit surplus from the Prior Round, the Township has an unmet need of 155 units (387-228-4=155), which shall be addressed through the following mechanisms:
   a. Within 150 days of the Court's entry of an Order approving the fairness of this settlement, the Township additionally agrees to adopt an ordinance, subject to the ~~review of FSHC and the Special Master, providing that if the Township permits the~~ construction of any multi-family or single-family attached residential development not already included in this Agreement that is "approvable" and "developable," as defined at N.J.A.C. 5:93-1.3, at a gross residential density of 6 units to the acre or more, the Township shall require a 20-percent set-aside of affordable housing. This requirement shall apply beginning with the effective date of the 20-percent set-aside ordinance to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of six (6) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's Planning or Zoning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. Nothing in this paragraph precludes the Township from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed

project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or HEFSP, for which density and set-aside standards shall be governed by the specific standards set forth therein. A property shall not be permitted to be subdivided so as to avoid meeting this requirement.

b. Overlay zone permitting family rental or for sale units at Block 138, Lot 1, a 3.2-acre parcel that is currently used for an office building. The Township will adopt an overlay zone to permit 12 units to an acre with a 20% set-aside if for sale, and 15% set-aside if for rental.

9. The Township will provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following site, as addressed fully above in paragraph 7:
   a. Block 66, Lot 1, a 30.24-acre parcel with provision of off-site units phased with the market-rate units on a portion of Block 48.16, Lot 117.27 (aka "Skate Park site")

10. The Township has assumed certain obligations with regard to providing affordable housing through means other than inclusionary zoning, as follows:
    a. The non-inclusionary compliance mechanisms are as follows:
       i. The Township has already extended controls on 72 affordable family for-sale units as documented in Exhs. C and D to this Agreement. This is sufficient to receive credits for those units, provided that during the compliance phase of this matter the municipality demonstrates how it will fund the financial contributions required with regard to those units.
       ii. Affordable family rental units through the development of a 100% affordable development on a site to be identified and provided by the municipality
    b. 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 and compliance mechanisms. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality intends to provide a stable alternative source, such as affordable housing developer fees or municipal bonding, in the event that the funding request is not approved. The Township will meet those obligations in accordance with the deadlines established by paragraph 7 of this Agreement and prior to the compliance hearing in this matter.
    c. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments and compliance mechanisms, 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 by June 30, 2021. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township will meet those obligations in accordance with the deadlines established by paragraph 7 of this Agreement and prior to the compliance hearing in this matter.

11. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being

available to families. The Township will demonstrate how it will comply with this requirement during the compliance phase of this matter.

12. The Township shall meet its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 7 above:

    a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).

    b. At least 50 percent of the units addressing the Third Round Prospective Need, including unmet 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, including unmet 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, including unmet need, 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, including unmet need.

13. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, the Morris County Chapter of the NAACP, Newark NAACP, East Orange NAACP, Housing Partnership for Morris County, Community Access Unlimited, Inc., Northwest New Jersey Community Action Program, Inc. (NORWESCAP), Homeless Solutions of Morristown, and the Supportive Housing Association, and shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.

14. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by the Council on Affordable Housing ("COAH") to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls ("UHAC") pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median

income by the United States Department of Housing and Urban Development ("HUD") as follows:

a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 2) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

b. The income limits attached hereto as Exh. E 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. The Parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

15. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.

16. As an essential term of this Agreement, within one hundred and fifty (150) days of Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

17. The Parties agree that if a decision of a court of competent jurisdiction in Morris County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established

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

18. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

19. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by the COAH or any other forms endorsed by the Special Master and FSHC.

20. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
    a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any

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

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 FSHC, 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 FSHC, on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

21. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.

22. The parties will request that the Court conduct the review and approval of this Agreement and compliance with the Agreement and applicable law as follows:

a. The fairness of this Agreement must be evaluated by the Court in accordance with Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986), and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996).

b. The parties will request that this Agreement be the subject of two hearings. The first hearing will evaluate the fairness of the present and prospective need obligations assigned to the municipality; the RDP; and all compliance mechanisms intended to satisfy the RDP and address unmet need, with the exception of the 74-unit 100% affordable family rental development on a site to be identified and provided by the municipality. Upon approval of this Agreement at the first hearing, FSHC shall sign a Stipulation of Dismissal with Prejudice and Without Costs in that litigation styled Fair Share Housing Center, Inc. v. Township of Chatham, County of Morris, State of New Jersey, Superior Court of New Jersey, Law Division, Morris County, Docket No. MRS-L-000234-18. The parties agree to request that the Court schedule the first hearing to occur in February 2019.

c. The second hearing will be a fairness hearing and a compliance hearing, with the fairness review at the second hearing being limited to the 74-unit 100% affordable family rental development on a site or sites to be identified and provided by the municipality. The parties agree to request that the Court schedule the second hearing to occur in July 2019.

d. The Township shall present its planner as a witness at the hearings scheduled to evaluate fairness and compliance.

e. The parties agree to support this settlement at the fairness hearing.

f. As part of the order finding that the municipality has complied with the terms of this Agreement and taken all necessary steps, following the second hearing, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025.

23. The Township agrees to pay FSHC's attorneys fees and costs in the amount of $15,000 within forty-five (45) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing. By separate agreement between the Township and Southern Boulevard Urban Renewal, LLC, this fee is to be paid within thirty (30) days of the Court's approval of components of this Agreement following the first hearing. In the event Southern Boulevard Urban Renewal, LLC, does not pay the fees to FSHC within thirty (30) days of the approval of this Agreement by the Court following the first hearing, the Township agrees to pay that amount to FSHC within fifteen (15) days of a request being made by FSHC to the Township for the funds.

24. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the Law Division unless and until an appeal of the Law Division's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the Law Division's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.

25. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Morris County.

26. 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.

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

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

29. 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.

30. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

31. 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.

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

33. 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.

34. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

35. 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.

36. 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. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Email: kevinwalsh@fairsharehousing.org

TO THE TOWNSHIP:

Albert E. Cruz, Esq.
DiFrancesco, Bateman, Kunzman, David, Lehrer, & Flaum, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059
Email: acruz@newjerseylaw.net

WITH A COPY TO THE TOWNSHIP CLERK:

Greg LaConte, Township Clerk
58 Meyersville Road
Chatham, NJ 07928
Email: glaconte@chathamtownship.org

WITH A COPY TO THE TOWNSHIP ADMINISTRATOR:

Thomas Ciccarone, Township Administrator
58 Meyersville Road
Chatham, NJ 07928
Email: tciccarone@chathamtownship.org

Please sign below if these terms are acceptable.

Sincerely,

Kevin D. Walsh, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

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

_____

Dated: 12/13/18

List of Exhibits

Exhibit	Document
A	Portion of original Vernon Grove Condominium Master Deed with thirty (30) year affordable housing deed restriction recorded on September 24, 1986 in Book 2889, beginning at Page 661
B	Vacant Land Analysis prepared by Francis J. Banisch, III, PP/AICP
C	Amendment to Vernon Grove Condominium Master Deed Extending Affordability Controls Thirty Years from September 24, 2016 recorded on May 1, 2018 in Book 23336, beginning at Page 727
D	Partial Judgment on Partial Fairness Hearing filed on May 4, 2018
E	2018 Affordable Housing Regional Income Limits by Household Size

Exhibit A: Portion of original Vernon Grove Condominium Master Deed with thirty (30) year affordable housing deed restriction recorded on September 24, 1986 in Book 2889, beginning at Page 661

MASTER DEED

FOR

VERNON GROVE CONDOMINIUM

101460

Developed by

BAKER FIRESTONE LIMITED PARTNERSHIP

485 Washington Avenue

Pleasantville, New York 10570

DATED: August 21, 1986

Prepared by:

BARRY A. OSMUN

Record and Return to:

CRUMMY, DEL DEO, DOLAN, GRIFFINGER & VECCHIONE

A Professional Corporation

One Gateway Center

Newark, New Jersey 07102-5311

RECEIVED

SEP 24 1 54 PM '86

MORRIS COUNTY CLERK

COUNTY OF MORRIS

CONSIDERATION NONE

MORRIS COUNTY TRANSFER FEE

SEP 24 1986

PAID

284.61

Exempt

BK 2860 PG 661

INSTRUMENT REC'D IN DEED

nothing contained in this paragraph or elsewhere in this Master Deed shall be deemed to constitute a submission of the Remaining Property or any portion thereof to the Condominium Act.

ARTICLE 17

COVENANTS AND RESTRICTIONS

1. Each Condominium Unit Owner, by virtue of his being the owner of a Unit in the Condominium, and each owner of other real property within the Community, by virtue of such ownership, will automatically become a member of the Community Association and does hereby covenant and agree to be bound by all of the provisions contained in the Condominium Documents including, but not limited to, the By-Laws of the Community Association, as such documents presently exist or as they may be amended in the future.

2. No Condominium, no Condominium Association, no Condominium Unit Owner, no real estate owner, and no tenants in common as hereinafter provided, within the Community, shall terminate its or their respective membership in the Community Association, and unless and until such termination is approved by a vote of not less than ninety (90%) percent of the Condominium Unit Owners in each and every of the condominiums in the Community ninety (90%) percent of such real estate owners and ninety (90%) percent of such tenants in common within the Community.

3. Each Condominium Unit Owner, by virtue of his being the owner of a Unit in the Condominium, does hereby covenant and agree to be bound by all of the restrictions, rules and regulations established by the Glenwood Housing Corporation including, without limitation, those provisions contained in the Glenwood Housing Corporation's Procedures for Selection and Resale, as such document presently exists or as it may be amended from time to time. The provisions of such Procedures for Selection and Resale, which is included as a part hereof as Exhibit "I", include without limitation eligibility criteria for the selection of purchasers of Units, restrictions on pricing and rental of Units and resale restrictions and requirements. Such restrictions shall run for a period of thirty (30) years following the recording of this Master Deed.

4. None of the provisions of any of the Condominium Documents shall be altered, amended or modified except by such procedure as may be specified in such document or, in the absence of any such specified procedure, by a vote of not less

than two-thirds (2/3) of the Unit Owners and two-thirds (2/3) of such real estate owners, and two-thirds (2/3) of the tenants in common as hereinafter set forth; provided, however, only the Unit Owners of the Condominium shall, except as may otherwise be reasonably required in order to maintain community-wide uniformity, have the right to adopt and effect any alteration, amendment, or modification which pertains solely to the Condominium.

5. The rights, restrictions, licenses, privileges, benefits and burdens established by and under this Article of the Master Deed shall be perpetual, except that the restrictions on resale and leasing contained in Glenwood Housing Corporation's Procedures for Selection and Resale shall expire on the thirty-first anniversary of the recording of this Master Deed, and shall run with the land. They shall continue as stated for as long as any portion of the Condominium Property remains subject to the provisions of the Condominium Act. All of the provisions thereof shall be binding upon and shall inure to the benefit of the owner of all or of any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public.

Upon removal of all or any portion of the Condominium Property from the provisions of said Act, Unit Owners of the Condominium so removed shall continue to be members of the Community Association in all respects including, but not limited to, the maintenance and management of all Community Facilities administered by the Community and their proportionate contribution toward the maintenance, repair and replacement of such Community Facilities. Upon dissolution of the Community Association under the corporate laws of the State of New Jersey all property of the Community Association shall be distributed in the manner set forth in the By-Laws thereof at the same may exist at such time.

Notwithstanding the foregoing, as long as Comaunity Facilities of the type described herein owned and/or operated by the Community Association remain in operation, there shall be an association, incorporated or unincorporated, which shall maintain, manage and operate such Community Facility in the same manner as though the users thereof were subject to the provisions of the Condominium Act. To effectuate the foregoing, such users shall form an association, which association to the extent practicable shall have all of the powers attributed to an association of Unit Owners under the Condominium Act. All the rights, restrictions, licenses, privileges, benefits and burdens established by this instrument

shall, to the extent applicable to such Association, remain in full force and effect.

6. The Condominium is subject to all covenants, restrictions and easements of record, zoning and other municipal and other governmental ordinances and regulations and to the following restrictions:

(a) Each of the Units may be used only as a private residence for a single family by the Unit Owner thereof or by his permitted lessees and the members of said lessee's immediate family subject, however, to applicable governmental regulations and the By-Laws and Rules and Regulations of the Condominium Association and the Community Association. Notwithstanding the foregoing, the Developer may, without the permission of the Board of Trustees, retain one or more Units for use as models, sales and administrative offices in connection with the sale or rental of the Units. All such use will terminate no later than April 30, 1989. Such retention and use by the Developer will not create any right of Board of Trustee membership beyond the phase out of Developer membership on the Board set forth in the By-Laws of the Condominium Association.

(b) No clothes poles or lines shall be installed or maintained in the Common Elements or Limited Common Elements.

(c) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements. Dogs, cats or other household pets are permitted, not to exceed two per Unit, provided that they are not kept, bred or maintained for any commercial purpose and that they are housed within the Unit. No outside animal pens or yards shall be permitted; all walking pets must be leashed and all other pets must be in an enclosed cage or other container whenever they are anywhere on the Community Property outside of the Unit of their owner. Each Unit Owner is responsible for properly disposing of any excrement from his pet.

(d) No trailer, tractor (except a small garden tractor), truck (commercial or unregistered), mobile home, recreation vehicle, boat trailer or the like shall be stored or housed on the Condominium Property. All vehicles on the Property must be kept in operable condition and have current plates and inspection stickers.

(e) No portion of the Common Elements or other portion of the Condominium Property shall be used or maintained for the dumping of rubbish or debris. Trash, garbage or other waste shall be kept in sanitary containers on the Property for weekly or more frequent collection.

(f) No exterior loudspeakers other than as contained in portable radios or television sets shall be permitted. No unshielded floodlights shall be installed in any exterior area of any Unit.

(g) No business, trade or profession shall be conducted in any Unit without the prior approval of all municipal and other governmental bodies having jurisdiction over such matters. In the event formal approval is obtained for any such proposed use, the Unit so affected shall in all events be restricted to the office of that of a physician, dentist or other practitioner of the healing arts and sciences, attorney at law, accountant, professional engineer, architect or artist, and the use of the Property for any such purpose shall be restricted to not more than fifty percent (50%) of the livable area of the Unit; and no exterior sign shall be erected or displayed except one nonilluminated sign, which shall be no larger than eight inches in height and thirty inches in length.

(h) No external or visible radio, television, or any type of communication aerial shall be installed or affixed on or about the exterior of any Building constructed or erected on the Property or elsewhere on such Property without the prior written consent of the Association.

(i) No signs of any kind shall be permitted upon the Property except as provided in section (g) above.

(j) In order to provide an orderly procedure in the case of title transfers and to assist in the maintenance of a current, up-to-date roster of Unit Owners, the Owner of a Unit shall give the Secretary of the Condominium Association timely notice of his intent to list his Unit for sale and upon closing of title, the Unit Owner shall forthwith notify such Secretary of the names and home addresses of the purchasers and their institutional mortgage lender, if any.

(k) No Unit Owner or occupant shall build, plant or maintain any matter or thing upon, in, over or under the Common Elements without the prior written consent of the Association.

(l) No Unit Owner or occupant shall burn, chop or cut anything on, over or above the Common Elements.

(m) Unit Owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of any Building.

(n) To the extent that equipment, facilities and fixtures within any Unit(s) shall be connected to similar

equipment, facilities or fixtures affecting or serving other Unit(s) or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the By-Laws and the Rules and Regulations of the Association.

(o) Nothing shall be done or kept in any Unit or in or upon the Common Elements which will increase the rates of insurance of the Building(s) or the contents thereof beyond the rates applicable for Units without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in or upon the Common Elements which will result in the cancellation of insurance on any of the Buildings or the contents thereof or which will be in violation of any law.

(p) No noxious or offensive activities shall be carried on, in or upon the Common Elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the Condominium.

(q) No immoral, improper, offensive or unlawful use shall be made of any Unit; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(r) Nothing shall be done to any Unit or on or in the Common Elements which will impair the structural integrity of any Building or which will structurally change a Building. No Unit Owner (other than the Developer) may make any structural additions, alterations or improvements in or to his Unit or in or to the Common Elements without the prior written approval of the Association or impair any easement without the prior written consent of the Association. The Board of Trustees of the Association shall have the obligation to answer any written request received by it from a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after receipt of such request and failure to do so within the stipulated time shall constitute a consent to the proposed structural addition, alteration or improvement. Any application to any municipal authority for a permit to make an addition, alteration or improvement in or to any Unit must be approved by the Association and, if approved, shall be executed by the Board of Trustees of the Association and may then be submitted by the Unit Owner. Such approval, however, shall not incur any liability on the part of the Association to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

The Unit Owner shall furnish the Association with a copy of any such permit which he has procured. The provisions of this subparagraph (r) shall not apply to Unsold Units until such Unsold Units have been initially sold and conveyed by the Developer.

(s) Draperies, blinds, curtains or other window coverings must be installed by each Unit Owner on all windows of his Unit and must be maintained in said windows at all times. All floor areas in a Unit must be covered by padding, carpeting, area rugs, tile or linoleum of a size and quality reasonably acceptable to the Association. These provisions shall not apply to any Unit(s) owned by the Developer.

(t) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the Units.

(u) Units may be rented only upon prior written approval of the Chatham Township Affordable Housing Committee (the "Committee"), at a rental determined by the Committee in accordance with the Glenwood Housing Corporation's Procedures for Selection and Resale, the Master Deed and By-Laws of the Condominium Association, and the By-Laws of the Community Association. Eligibility criteria for renters shall be the same as for the selection of initial purchasers pursuant to the provisions of the Glenwood Housing Corporation's Procedures for Selection and Resale.

In addition to the foregoing restrictions, no Unit owner may lease less than an entire Unit. Further, the right to lease a Unit is conditioned on said Lease being in writing and expressly made subject to all provisions of this Master Deed, the By-Laws of the Associations, the Glenwood Housing Corporation's Procedures for Selection and Resale and all other Condominium Documents as defined herein, including the right of amendment reserved to Developer herein, and provided further that any failure of the Lessee to fully comply with the terms and conditions of such documents shall constitute a default under the Lease.

In the event a tenant of a Unit defaults under his lease by failure to comply with the provisions of this Master Deed or any of the other Condominium Documents, then, in addition to all other remedies which it may have, the Condominium Association shall notify the Unit Owner of such default(s) and demand that the same be cured through the Unit Owner's efforts within thirty (30) days after such notice. If any such default is not cured within said thirty (30) day

period, then the Unit Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such default(s). Such action shall not be compromised or settled without the prior written consent of the Association. In the event the Unit Owner fails to fulfill the foregoing obligation, then the Association shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Unit Owner and at the Unit Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Association in the same manner as the Association is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Unit, each and every Unit Owner does thereby automatically and irrevocably name, constitute, appoint and confirm the Association as his attorney-in-fact for the purposes described in this subparagraph (u).

(v) Each Unit Owner shall have the right to mortgage or encumber his Unit in accordance with the By-Laws of the Condominium Association.

(w) All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each Unit as a single parcel as provided in the Condominium Act. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his proportionate undivided percentage interest in the Common Elements.

(x) Each Unit Owner shall pay for his own telephone and other utilities, if any, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

(y) Nothing contained in any provision of this Article or any other provisions of this Master Deed shall prohibit or impair the establishment by the Condominium Association and/or the Community Association, in conformity with the Condominium Documents, of other or different covenants and/or restrictions as may from time to time appear proper, necessary or desirable in the management of the Condominium.

Exhibit B: Vacant Land Analysis prepared by Francis J. Banisch, III, PP/AICP

Parcels Contributing to Realistic Development Potential

Vacant Parcels Outside SSA Contributing to Realistic Development Potential (RDP)

MAP ID	Block	Lot	GIS Acres	Prop Code	PropLoc	Zoning	OwnName	SSA	Constrained Acres	Developbable Area	6 Units/Acre	20% set aside
1	48.21	181.01	2.139	3B	GREEN VILLAGE RD REAR	R-1	DE POORTERE, ROBERT E & MAUREEN	N	1.62	0.519	3.114	0
2	63	4	1.144	1	RIVER RD	R-2	O HANLON, CAROL & COOK, JOANNE	N	0.54	0.604	3.624	0
3	139	3.02	1.813	1	SPRING VALLEY RD	R-1	PASTERNAK, BLASE & IZA	N	1.183	0.63	3.78	0
4	48.21	181	1.374	3B	GREEN VILLAGE RD REAR	R-1	DE POORTERE, ROBERT E & MAUREEN	N	0.7	0.674	4.044	0
5	48.2	188	14.727	1	BRITTEN RD REAR	R-1	MURPHY, DONALD A & ELIZA R	N	13.847	0.88	5.28	1
6	48.21	180	1.935	3B	533 GREEN VILLAGE RD	R-1A	FERBER, VIRGINIA B	N	1.04	0.895	5.37	1
7	48.21	165.04	3.728	1	GREEN VILLAGE RD	R-3	MILLER, DANIEL S	N	2.63	1.098	6.588	1
8	139	15	3.206	1	10 LOANTAKA LN SO	R-1	PAPATHOMAS, JAMES ETAL	N	2.05	1.156	6.936	1
9	48.19	157	10.512	1	BRITTEN RD	R-1	RICE, DANIEL C & MARIE J	N	8.73	1.782	10.692	2
10	48.2	183	15.938	3B	BRITTEN RD	R-1A	RIECK,JOHN J JR & JANE-CZA FARMS	N	14.08	1.858	11.148	2
11	143	1.05	2.592	1	TREADWELL AVE	R-1	GASSER, ROBERT C & KARYN ANN	N	0.19	2.402	14.412	2
12	48.18	144	7.607	3B	425 GREEN VILLAGE RD	R-1A	HINDS, ROSE DORIS, TRUSTEE	N	2.82	4.787	28.722	5
13	144	19.03	13.574	3B	LOANTAKA WAY	R-1	PLATT, HELEN MEAD, TRUSTEE	N	7.44	6.134	36.804	7
14	48.21	174	25.895	3B	GREEN VILLAGE RD	R-1	FERBER, VIRGINIA B	N	19.72	6.175	37.05	7
15	48.18	140	28.877	3B	GREEN VILLAGE RD	R-1	BRILL, JAMES	N	14.19	14.687	88.122	17
										61.082	**366.492**	**46**

Parcels Contributing to Realistic Development Potential

Vacant Parcels in SSA Contributing to Realistic Development Potential (RDP)

Map ID	Block	Lot	Acres	Tax Class	Property Location	Owner	Constrained	Developable	# Units	Low/Mod Units @ 20% Set Aside
A	66	1	30.7	3B	Hillside Avenue	Harr	4.2	26.5	238.5@ 9/ac	47
B	67	17	4	3B	Hillside Avenue	Harr	2.1	1.9	17.1 @ 9/ac	3
C	138	1	3.4	1	Shunpike Road	Fuller	0.2	3.2	19.2@ 6/ac	3
D	142	1 & 2 Giralda	136	15C	Woodland Avenue	Chatham Township	109.9	26.1	156.6 @ 6/ac	31
E	48.15	117	*32.7*	4A	Shunpike Road	Fairmount CC	10.8	*21.9*	*262@ 12/acre*	52
F	144	33	13.7	15D	Green Village Road	Oak Knoll School	4.6	7.7	*91 @ 12/acre*	18
							131.8	87.3	784.4	***154***

RDP from SSA	154
RDP from non-SSA	46
Townwide RDP	***200***

Exhibit C: Amendment to Vernon Grove Condominium Master Deed Extending Affordability Controls Thirty Years from September 24, 2016 recorded on May 1, 2018 in Book 23336, beginning at Page 727

Morris County Recording Cover Sheet

Honrable Ann F. Grossi, Esq.
Morris County Clerk

MORRIS COUNTY, NJ
Ann F. Grossi
AMND-OR BOOK 23336 PG 727
RECORDED 05/01/2018 10:45:52
FILE NUMBER 2018023696
RCPT # 1348458; RECD BY: SKEEFE eRecord
RECORDING FEES 80.00
INDEX FEE

Official Use Only - Realty Transfer Fee

Official Use Only - Barcode

Date of Document: 2017-09-19	Type of Document: AMENDMENT TO MASTER DEED
First Party Name: Vernon Grove Condominium Association, Inc.	Second Party Name: Vernon Grove Condominium Association, Inc.
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block:	Lot:
Municipality:	
Consideration:	
Mailing Address of Grantee:	

THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE

Original Book: 2889,	Original Page: 681,

MORRIS COUNTY RECORDING COVER SHEET
Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

WARNING: Information contained on the Recording Cover Sheet must exactly match the information within the attached document or the document will be rejected and returned.

AMENDMENT TO THE MASTER DEED EXTENDING AFFORDABILITY CONTROLS
THIRTY YEARS FROM SEPTEMBER 24, 2016

Dated: 9/19/17

Prepared By:

Daniel Barros, Esq.

Record and return to:
Cutolo Barros LLC
151 Highway 33 East, Suite 204
Manalapan, New Jersey 07726

AMENDMENT TO THE MASTER DEED EXTENDING AFFORDABILITY CONTROLS THIRTY YEARS FROM SEPTEMBER 24, 2016

WHEREAS, the Association was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on September 24, 1986, in the Office of the Clerk of Morris County in Deed Book 2889, Page 681, *et seq.*, as may be amended (the "Master Deed"); and

WHEREAS, Article 30, Section B of the Master Deed provides, in part, that, "[t]his Master Deed may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all Unit Owners at any meeting of the Association duly held in accordance with the provisions of the By-Laws of the Association, provided, however, that any such amendment shall have been approved in writing by each bank, mortgage banker or other institutional holder of a first mortgage on any Unit, which approval shall not be unreasonably withheld, and provided that any such amendment shall not impair the property rights of any Unit Owner or be contrary to the requirements of the Condominium Act, N.J.S.A. 46:8b-1 et. seq., as amended and as the same may from time to time be amended. No amendment shall be effective until recorded in the Office of the Clerk of Morris County, New Jersey..."; and

WHEREAS, Article 14 of the Master Deed provides, in pertinent part, "[e]ach Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to, law, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Articles of Incorporation, the By-Laws and Rules and Regulations of the Condominium Association and the Community Association and any other documents, amendments or supplements to the foregoing as described in Article 2 hereof."; and

WHEREAS, Article 14 of the Master Deed provides "[u]pon acceptance of a Deed to a Unit, each Unit Owner shall automatically become a member of the Condominium Association and the Community Association and shall be a member for so long as he shall hold legal title to his Unit, subject to all provisions of this Master Deed, the Condominium Act, the Articles of Incorporation, the By-Laws and the Rules and Regulations which may now or hereafter be established for or by such Condominium and Community Association."; and

WHEREAS, Article 17 Section 1 of the Master Deed provides that "[e]ach Condominium Unit Owner, by virtue of his being the owner of a Unit in the Condominium, and each owner of other real property within the Community, by virtue of such ownership, will automatically become a member of the Community Association and does hereby covenant and agree to be bound by all of the provisions contained in the Condominium Documents including, but not limited to, the By-Laws of the Community Association, as such documents presently exist or as they may be amended in the future."; and

WHEREAS, Article 17 Section 3 of the Master Deed provides that "[e]ach Condominium Unit Owner, by virtue of his being the Owner of a Unit in the Condominium, does hereby covenant and agree to be bound by all of the restrictions, rules and regulations established by the Glenwood Housing Corporation, including, without limitation, those provisions contained in the Glenwood Housing Corporation's Procedures for Selection and Resale, as such document presently exists or as it may be amended from time to time. The provisions of such Procedures for Selection and Resale, which is included as a part hereof as Exhibit "I", include without limitation eligibility

criteria for the selection of purchasers of Units, restrictions on pricing and rental of Units and resale restrictions and requirements. Such restrictions shall run for a period of thirty (30) years following the recording of this Master Deed."; and

WHEREAS, Article 17 Section 5 of the Master Deed provides that "[t]he rights, restriction, licenses, privileges, benefits and burdens established by and under this Article of the Master Deed shall be perpetual, except that the restrictions on resale and leasing contained in Glenwood Housing Corporation's Procedures for Selection and Resale shall expire on the thirty - first anniversary of the recording of this Master Deed, and shall run with the land. They shall continue for as long as any portion of the Condominium Property remains subject to the provisions of the Condominium Act. All of the provisions thereof shall be binding upon and shall inure to the benefit of the owner of all or of any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rigjhts in or for the benefit of the general public.";

WHEREAS, Article 24 of the Master Deed provides that "[e]ach Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Articles of Incorporation, By-Laws and Rules and Regulations of the Condominium Association and any other documents, amendments or supplements to the foregoing as described in Article 2M hereof, the Articles of Incorporation, By-Laws and Rules and Regulations of the Community Association and to the Glenwood Housing Corporation's Procedures for Selection and Resale."; and

WHEREAS, the Board of Trustees of the Association and the Membership decided to amend the Master Deed as set forth below; and

WHEREAS, a proposed amendment to the Master Deed was placed before the Membership of the Association for approval; and

WHEREAS, the necessary quorum of Members was present, either in person or by proxy, to conduct the meeting; and

WHEREAS, at least two thirds (2/3) of all Members attending a special meeting on September 19, 2017, either in person or by proxy, did indeed vote in favor of amending the Master Deed and By-Laws; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Association to have such Amendment recorded in the Morris County Clerk's Office, the Amendment is now hereby submitted for recording in the Morris County Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Members of the Association voted to amend and did so amend Article 17.3 of the Master Deed to read as follows, with the amended language being set forth in bold:

> Each Condominium Unit Owner, by virtue of his being the Owner of a Unit in the Condominium, does hereby covenant and agree to

be bound by all of the restrictions, rules and regulations established by the Glenwood Housing Corporation, including, without limitation, those provisions contained in the Glenwood Housing Corporation's Procedures for Selection and Resale, as such document presently exists or as it may be amended from time to time. The provisions of such Procedures for Selection and Resale, which is included as a part hereof as Exhibit "I", include without limitation eligibility criteria for the selection of purchasers of Units, restrictions on pricing and rental of Units and resale restrictions and requirements. **Such restrictions shall run for a period of thirty (30) years from September 24, 2016 and the affordability control restrictions are extended on each individual Unit in Vernon Grove Condominium for thirty (30) years from September 24, 2016.**

2. All other terms and conditions of the Master Deed and By-Laws remain in full force and effect.

3. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

4. Any provision contained within any previously adopted resolution or amendment of the Association that conflicts with any provisions set forth herein shall be deemed void and the provision contained herein shall govern.

IN WITNESS WHEREOF, Vernon Grove Condominium Association, Inc. has caused this instrument to be executed by its duly authorized representative this 19 day of SEPTEMBER, 2017.

Witness/Attestator
[complete below]

Signature:

Name: JENNIFER KERWIN

Title: Secretary

Date: [m] 9 / [d] 19 / [y] 2017

Vernon Grove Condominium Association, Inc.
[complete below]

Signature:

Name: ANDREA VEZZOSI-CEREZA

Title: President

Date: [m] 9 / [d] 19 / [y] 2017

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
): SS.
COUNTY OF Morris)

I CERTIFY that on the 19 day of SEPTEMBER, 2017, [print] JENNIFER KERWIN personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of Vernon Grove Condominium Association, Inc, a non-profit corporation of the State of New Jersey, named in this document;

(b) this person signed this document as attesting witness for the proper corporation officer who is [print] ANDREA VERZOSI-CERZA, the President of the corporation;

(c) this person knows the proper corporate seal of the corporation and the proper corporate seal was affixed; and

(d) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees.

Signature: Jennifer Kerwin

Name: JENNIFER KERWIN

Title: Secretary

[notarize]
Signed and sworn before me on

September 19TH, 2017.

Heidy E. Jimenez
NOTARY PUBLIC OF NEW JERSEY

My Commission Expires: _____

HEIDY E. JIMENEZ
Notary Public - State of New Jersey
My Commission Expires May 24, 2021

Simplifile E-recording Banking Detail
Detail View

Prepared for: Elizabeth Smith
Included Organization: Cutolo Barros, LLC
For the period: 05/01/2018
Account number: NJTBTR
Report generated: 05/01/2018 09:18 PM MDT

Charges

NAME	TYPE	PG	ENTRY	RECORD DATE	AMT	SF	TOTAL
Morris County, NJ							
May 1, 2018							
Master Deed							
2018.4.30 Amendment to the By-Laws	*AMENDMENT TO MASTER DEED*	6	E 2018023696 B 23336 P 727	05/01/2018 10:45 AM EDT	80.00 *A*	4.50 *A*	84.50
Totals for Morris County, NJ					**80.00**	**4.50**	**84.50**

LICENSE	AMT	SF	TOTAL
License and Support Fee	0.00	295.00 *B*	295.00
		295.00	**295.00**

Total of All Charges	**80.00**	**299.50**	**379.50**

Payments

PAYMENT PROCESSING	DESCRIPTION	ACCOUNT #	BANK DATE	AMT	SF	TOTAL
Simplifile ACH: Cutolo Barros LLC Operating Account	License	******7054	05/02/2018	0.00	295.00 *B*	295.00
Simplifile ACH: Cutolo Barros LLC Operating Account	Record Fees	******7054	05/02/2018	80.00 *A*	4.50 *A*	84.50
Total of All Payments				**80.00**	**299.50**	**379.50**

Document Count: 1
Package Count: 1

Questions Contact:
Simplifile Support 800.460.5657, option 3
5072 North 300 West
Provo, UT 84604

Simplifile E-recording Banking Detail
Detail View

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		295.00	**295.00**

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Total of All Payments				**80.00**	**299.50**	**379.50**

Document Count: 1
Package Count: 1

Questions Contact:
Simplifile Support 800.460.5657, option 3
5072 North 300 West
Provo, UT 84604

Exhibit D: Partial Judgment on Partial Fairness Hearing filed on May 4, 2018

Steven A. Kunzman, Esq. (Atty I.D. # 012731981)
Our File No.: C22172

DIFRANCESCO, BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059
Tele: 908-757-7800
Attorneys for Township of Chatham

FILED
MAY 04 2018
Maryann L. Nergaard
J.S.C.

IN THE MATTER OF THE TOWNSHIP OF CHATHAM FOR A JUDGMENT OF COMPLIANCE OF ITS THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MORRIS COUNTY DOCKET NO.: MRS-L-1659-15 (MOUNT LAUREL) *Civil Action* **PARTIAL JUDGMENT ON PARTIAL FAIRNESS HEARING**

THIS MATTER having been opened to the Court by DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C., attorneys for the Plaintiff, Township of Chatham ("Township"), (Steven A. Kunzman, Esq., and Albert E. Cruz, Esq., appearing), in the presence of Kevin D. Walsh, Esq., attorney for interested party, Fair Share Housing Center, Inc. ("FSHC"), and in the presence of Gregg S. Sodini, Esq., attorney for the Vernon Grove Condominium Association, Inc. ("Vernon Grove"), and in the presence of the Court-appointed Special Master, Philip B. Caton, P.P., F.A.I.C.P., ("Special Master") on a Partial Fairness Hearing for approval of that Agreement between the Township of Chatham and Vernon Grove Condominium Association, Inc., last dated March 29, 2018, pursuant to East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996); and whereas the Agreement provides that after a Hearing, the Court may enter an Order approving the Agreement and the Amendment to the Master Deed

Extending Affordability Controls Thirty Years from September 24, 2016, in accordance with East/West Venture, *supra*, at 326, which held that Mount Laurel litigation may be settled only after a finding by the Court that (1) the settlement has apparent merit; (2) notice has been given to all members of the class and others who have an interest in the settlement; (3) a hearing has been conducted on the settlement where those affected have sufficient time to prepare; and (4) the settlement is "fair and reasonable to members of the protected class," and the Court having determined for the reasons set forth on the record at the Partial Fairness Hearing held on May 4, 2018, and memorialized in this Order dated May 4, 2018, and the Court having further heard testimony of the Township's Planner, Francis J. Banisch, III, P.P., A.I.C.P., and a representative of Vernon Grove as well as the Special Master, and the Court having received and reviewed other documentary evidence, and the Court having found (1) the Agreement is fair and reasonable to low and moderate income persons on whose behalf the affordability controls on the units proposed by the Agreement serve the implementation of the Township's affordable housing plan; and the Court having found, upon the conclusion of the hearing, for the reasons set forth by the Court that applicable criteria set forth in East/West Venture have been satisfied; and the Court having determined to enter an Order as hereinafter set forth;

IT IS THEREFORE, ON THIS 4th DAY OF MAY, 2018, ADJUDGED, DECLARED AND ORDERED AS FOLLOWS:

1. Partial Judgment is hereby declared in favor of Township of Chatham approving the Agreement and the Amendment to the Master Deed Extending Affordability Controls Thirty Years from September 24, 2016, pursuant to East/West Venture v. Borough of Fort Lee and the Mount Laurel line of cases.

AND IT IS FURTHER ORDERED that a copy of this Partial Judgment on Partial Fairness Hearing be served upon all interested parties in accordance with the procedure previously established in Morris County Mount Laurel litigation matters.

Maryann L. Nergaard
HONORABLE MARYANN L. NERGAARD, S.J.C.

Opposed _____

Unopposed _____

Reasons placed on the record this date

Exhibit E: 2018 Affordable Housing Regional Income Limits by Household Size

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		Regional Asset Limit****
												*Rents***	*Sales****	
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)).

APPENDIX B

Appendix B
Dates of Expiration of Deed-Restrictions on Chatham Glen Affordable Units

PROPERTY	DEED DATE	EXPIRATION DATE
1A Terrace Drive	1/19/1995	9/24/2016
2A Terrace Drive	1/15/2005	9/24/2016
3A Terrace Drive	8/27/1999	9/24/2016
4A Terrace Drive	6/17/2005	9/24/2016
5A Terrace Drive	2/21/2002	9/24/2016
6A Terrace Drive	9/1/2011	11/20/2016
1B Terrace Drive	10/31/1986	9/24/2016
2B Terrace Drive	12/10/2007	9/24/2016
3B Terrace Drive	2/11/1997	9/24/2016
4B Terrace Drive	2/14/2012	3/30/2018
5B Terrace Drive	11/17/1993	9/24/2016
6B Terrace Drive	7/12/1990	9/24/2016
1C Terrace Drive	6/17/2013	11/13/2016
2C Terrace Drive	10/26/2007	9/24/2016
3C Terrace Drive	6/8/2007	9/24/2016
4C Terrace Drive	3/9/1994	9/24/2016
5C Terrace Drive	11/17/1986	9/24/2016
6C Terrace Drive	6/14/2005	9/24/2016
1D Terrace Drive	10/29/2010	11/3/2016
2D Terrace Drive	4/13/1994	9/24/2016
3D Terrace Drive	8/28/2007	9/24/2016
4D Terrace Drive	8/5/2004	9/24/2016
5D Terrace Drive	12/30/2011	9/24/2016
6D Terrace Drive	6/23/2006	9/24/2016

1E Terrace Drive	4/4/1991	9/24/2016
2E Terrace Drive	1/5/1995	9/24/2016
3E Terrace Drive	3/31/1988	9/24/2016
4E Terrace Drive	3/30/1988	9/24/2016
5E Terrace Drive	11/17/1986	9/24/2016
6E Terrace Drive	12/22/1993	9/24/2016
1F Terrace Drive	12/2/1993	9/24/2016
2F Terrace Drive	10/30/1986	9/24/2016
3F Terrace Drive	4/7/2003	9/24/2016
4F Terrace Drive	1/26/1993	9/24/2016
5F Terrace Drive	11/18/1986	9/24/2016
6F Terrace Drive	6/15/2006	9/24/2016
1G Terrace Drive	8/15/2012	10/31/2016
2G Terrace Drive	11/5/1986	9/24/2016
3G Terrace Drive	8/4/2014	9/24/2016
4G Terrace Drive	11/30/1989	9/24/2016
5G Terrace Drive	10/26/1990	9/24/2016
6G Terrace Drive	12/14/2004	9/24/2016
1H Terrace Drive	8/19/2010	9/18/2016
2H Terrace Drive	8/21/2013	10/13/2016
3H Terrace Drive	8/3/1994	9/24/2016
4H Terrace Drive	4/4//88	9/24/2016
5H Terrace Drive	8/10/2007	9/24/2016
6H Terrace Drive	11/24/1986	9/24/2016
5I Terrace Drive	6/13/2001	9/24/2016

6I Terrace Drive	11/25/1986	9/24/2016
5J Terrace Drive	4/16/2013	11/21/2016
6J Terrace Drive	10/10/1996	9/24/2016
7A Vernon Lane	5/23/1988	9/24/2016
7B Vernon Lane	7/3/2002	9/24/2016
7C Vernon Lane	7/26/2011	5/9/2018
7D Vernon Lane	1/28/2000	9/24/2016
7E Vernon Lane	5/20/1988	9/24/2016
7F Vernon Lane	5/25/1988	9/24/2016
7G Vernon Lane	10/7/2008	9/24/2016
7H Vernon Lane	6/10/1988	9/24/2016
7I Vernon Lane		
7J Vernon Lane	4/7/2000	9/24/2016
8A Vernon Lane	5/23/1988	9/24/2016
8B Vernon Lane	2/15/1994	9/24/2016
8C Vernon Lane	12/6/1994	9/24/2016
8D Vernon Lane	1/3/2003	9/24/2016
8E Vernon Lane	11/20/2009	11/20/2039*
8F Vernon Lane	8/9/2011	5/20/2018
8G Vernon Lane	5/31/1988	9/24/2016
8H Vernon Lane	5/24/1988	9/24/2016
8I Vernon Lane	1/19/2001	9/24/2016
8J Vernon Lane	5/25/1988	9/24/2016
113 Riveredge Drive	8/26/2011	9/24/2016
Deeds without 95/5 are subject to the Township of Chatham's affordable housing rules and regulations.		
Units with 95/5 were restricted for 30 years from the date of the original transfer of title, except for ** which was extended 30 years from the current conveyance of title		

APPENDIX C

APPENDIX C

Parcels Contributing to Realistic Development Potential

Vacant Parcels Outside SSA Contributing to Realistic Development Potential (RDP)

MAP ID	Block	Lot	GIS Acres	Prop Code	PropLoc	Zoning	OwnName	SSA	Constrained Acres	Developbable Area	6 Units/Acre	20% set aside
1	48.21	181.01	2.139	3B	GREEN VILLAGE RD REAR	R-1	DE POORTERE, ROBERT E & MAUREEN	N	1.62	0.519	3.114	0
2	63	4	1.144	1	RIVER RD	R-2	O HANLON, CAROL & COOK, JOANNE	N	0.54	0.604	3.624	0
3	139	3.02	1.813	1	SPRING VALLEY RD	R-1	PASTERNAK, BLASE & IZA	N	1.183	0.63	3.78	0
4	48.21	181	1.374	3B	GREEN VILLAGE RD REAR	R-1	DE POORTERE, ROBERT E & MAUREEN	N	0.7	0.674	4.044	0
5	48.2	188	14.727	1	BRITTEN RD REAR	R-1	MURPHY, DONALD A & ELIZA R	N	13.847	0.88	5.28	1
6	48.21	180	1.935	3B	533 GREEN VILLAGE RD	R-1A	FERBER, VIRGINIA B	N	1.04	0.895	5.37	1
7	48.21	165.04	3.728	1	GREEN VILLAGE RD	R-3	MILLER, DANIEL S	N	2.63	1.098	6.588	1
8	139	15	3.206	1	10 LOANTAKA LN SO	R-1	PAPATHOMAS, JAMES ETAL	N	2.05	1.156	6.936	1
9	48.19	157	10.512	1	BRITTEN RD	R-1	RICE, DANIEL C & MARIE J	N	8.73	1.782	10.692	2
10	48.2	183	15.938	3B	BRITTEN RD	R-1A	RIECK,JOHN J JR & JANE-CZA FARMS	N	14.08	1.858	11.148	2
11	143	1.05	2.592	1	TREADWELL AVE	R-1	GASSER, ROBERT C & KARYN ANN	N	0.19	2.402	14.412	2
12	48.18	144	7.607	3B	425 GREEN VILLAGE RD	R-1A	HINDS, ROSE DORIS, TRUSTEE	N	2.82	4.787	28.722	5
13	144	19.03	13.574	3B	LOANTAKA WAY	R-1	PLATT, HELEN MEAD, TRUSTEE	N	7.44	6.134	36.804	7
14	48.21	174	25.895	3B	GREEN VILLAGE RD	R-1	FERBER, VIRGINIA B	N	19.72	6.175	37.05	7
15	48.18	140	28.877	3B	GREEN VILLAGE RD	R-1	BRILL, JAMES	N	14.19	14.687	88.122	17
										61.082	**366.492**	**46**

Parcels Contributing to Realistic Development Potential

Vacant Parcels in SSA Contributing to Realistic Development Potential (RDP)

Map ID	Block	Lot	Acres	Tax Class	Property Location	Owner	Constrained	Developable	# Units	Low/Mod Units @ 20% Set Aside
A	66	1	30.7	3B	Hillside Avenue	Harr	4.2	26.5	238.5@ 9/ac	47
B	67	17	4	3B	Hillside Avenue	Harr	2.1	1.9	17.1 @ 9/ac	3
C	138	1	3.4	1	Shunpike Road	Fuller	0.2	3.2	19.2@ 6/ac	3
D	142	1 & 2 Giralda	136	15C	Woodland Avenue	Chatham Township	109.9	26.1	156.6 @ 6/ac	31
E	48.15	117	*32.7*	4A	Shunpike Road	Fairmount CC	10.8	*21.9*	*262@ 12/acre*	52
F	144	33	13.7	15D	Green Village Road	Oak Knoll School	4.6	7.7	*91 @ 12/acre*	18
							131.8	87.3	784.4	***154***

RDP from SSA	154
RDP from non-SSA	46
Townwide RDP	***200***

APPENDIX D

APPENDIX D

AMENDMENT TO THE MASTER DEED EXTENDING AFFORDABILITY CONTROLS
THIRTY YEARS FROM SEPTEMBER 24, 2016

Dated: 9/19/17

Prepared By:

Daniel Barros, Esq.

Record and return to:
Cutolo Barros LLC
151 Highway 33 East, Suite 204
Manalapan, New Jersey 07726

AMENDMENT TO THE MASTER DEED EXTENDING AFFORDABILITY CONTROLS THIRTY YEARS FROM SEPTEMBER 24, 2016

WHEREAS, the Association was established and exists as a non-profit corporation and by virtue of a certain Master Deed, recorded on September 24, 1986, in the Office of the Clerk of Morris County in Deed Book 2889, Page 681, *et seq.*, as may be amended (the "Master Deed"); and

WHEREAS, Article 30, Section B of the Master Deed provides, in part, that, "[t]his Master Deed may be amended at any time after the date hereof by a vote of at least two-thirds (2/3) of all Unit Owners at any meeting of the Association duly held in accordance with the provisions of the By-Laws of the Association, provided, however, that any such amendment shall have been approved in writing by each bank, mortgage banker or other institutional holder of a first mortgage on any Unit, which approval shall not be unreasonably withheld, and provided that any such amendment shall not impair the property rights of any Unit Owner or be contrary to the requirements of the Condominium Act, N.J.S.A. 46:8b-1 et. seq., as amended and as the same may from time to time be amended. No amendment shall be effective until recorded in the Office of the Clerk of Morris County, New Jersey...."; and

WHEREAS, Article 14 of the Master Deed provides, in pertinent part, "[e]ach Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to, law, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Articles of Incorporation, the By-Laws and Rules and Regulations of the Condominium Association and the Community Association and any other documents, amendments or supplements to the foregoing as described in Article 2 hereof."; and

WHEREAS, Article 14 of the Master Deed provides "[u]pon acceptance of a Deed to a Unit, each Unit Owner shall automatically become a member of the Condominium Association and the Community Association and shall be a member for so long as he shall hold legal title to his Unit, subject to all provisions of this Master Deed, the Condominium Act, the Articles of Incorporation, the By-Laws and the Rules and Regulations which may now or hereafter be established for or by such Condominium and Community Association."; and

WHEREAS, Article 17 Section 1 of the Master Deed provides that "[e]ach Condominium Unit Owner, by virtue of his being the owner of a Unit in the Condominium, and each owner of other real property within the Community, by virtue of such ownership, will automatically become a member of the Community Association and does hereby covenant and agree to be bound by all of the provisions contained in the Condominium Documents including, but not limited to, the By-Laws of the Community Association, as such documents presently exist or as they may be amended in the future."; and

WHEREAS, Article 17 Section 3 of the Master Deed provides that "[e]ach Condominium Unit Owner, by virtue of his being the Owner of a Unit in the Condominium, does hereby covenant and agree to be bound by all of the restrictions, rules and regulations established by the Glenwood Housing Corporation, including, without limitation, those provisions contained in the Glenwood Housing Corporation's Procedures for Selection and Resale, as such document presently exists or as it may be amended from time to time. The provisions of such Procedures for Selection and Resale, which is included as a part hereof as Exhibit "P", include without limitation eligibility

criteria for the selection of purchasers of Units, restrictions on pricing and rental of Units and resale restrictions and requirements. Such restrictions shall run for a period of thirty (30) years following the recording of this Master Deed."; and

WHEREAS, Article 17 Section 5 of the Master Deed provides that "[t]he rights, restriction, licenses, privileges, benefits and burdens established by and under this Article of the Master Deed shall be perpetual, except that the restrictions on resale and leasing contained in Glenwood Housing Corporation's Procedures for Selection and Resale shall expire on the thirty - first anniversary of the recording of this Master Deed, and shall run with the land. They shall continue for as long as any portion of the Condominium Property remains subject to the provisions of the Condominium Act. All of the provisions thereof shall be binding upon and shall inure to the benefit of the owner of all or of any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rigjhts in or for the benefit of the general public.";

WHEREAS, Article 24 of the Master Deed provides that "[e]ach Owner or occupant of a Unit shall comply with, and shall assume ownership or occupancy subject to laws, rules and regulations of governmental authorities having jurisdiction over the Condominium, the provisions of this Master Deed, the Articles of Incorporation, By-Laws and Rules and Regulations of the Condominium Association and any other documents, amendments or supplements to the foregoing as described in Article 2M hereof, the Articles of Incorporation, By-Laws and Rules and Regulations of the Community Association and to the Glenwood Housing Corporation's Procedures for Selection and Resale."; and

WHEREAS, the Board of Trustees of the Association and the Membership decided to amend the Master Deed as set forth below; and

WHEREAS, a proposed amendment to the Master Deed was placed before the Membership of the Association for approval; and

WHEREAS, the necessary quorum of Members was present, either in person or by proxy, to conduct the meeting; and

WHEREAS, at least two thirds (2/3) of all Members attending a special meeting on September 19, 2017, either in person or by proxy, did indeed vote in favor of amending the Master Deed and By-Laws; and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Association to have such Amendment recorded in the Morris County Clerk's Office, the Amendment is now hereby submitted for recording in the Morris County Clerk's Office.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Members of the Association voted to amend and did so amend Article 17.3 of the Master Deed to read as follows, with the amended language being set forth in bold:

> Each Condominium Unit Owner, by virtue of his being the Owner of a Unit in the Condominium, does hereby covenant and agree to

be bound by all of the restrictions, rules and regulations established by the Glenwood Housing Corporation, including, without limitation, those provisions contained in the Glenwood Housing Corporation's Procedures for Selection and Resale, as such document presently exists or as it may be amended from time to time. The provisions of such Procedures for Selection and Resale, which is included as a part hereof as Exhibit "I", include without limitation eligibility criteria for the selection of purchasers of Units, restrictions on pricing and rental of Units and resale restrictions and requirements. **Such restrictions shall run for a period of thirty (30) years from September 24, 2016 and the affordability control restrictions are extended on each individual Unit in Vernon Grove Condominium for thirty (30) years from September 24, 2016.**

2. All other terms and conditions of the Master Deed and By-Laws remain in full force and effect.

3. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.

4. Any provision contained within any previously adopted resolution or amendment of the Association that conflicts with any provisions set forth herein shall be deemed void and the provision contained herein shall govern.

IN WITNESS WHEREOF, Vernon Grove Condominium Association, Inc. has caused this instrument to be executed by its duly authorized representative this 19 day of SEPTEMBER, 2017.

Witness/Attestator
[complete below]

Signature: Jennifer Kerwin

Name: JENNIFER KERWIN

Title: Secretary

Date: [m] 9 / [d] 19 / [y] 2017

Vernon Grove Condominium Association, Inc.
[complete below]

Signature: Andrea Vezzosi-Cerza

Name: ANDREA VEZZOSI-CERZA

Title: President

Date: [m] 9 / [d] 19 / [y] 2017

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
): SS.
COUNTY OF Morris)

I CERTIFY that on the 19 day of SEPTEMBER 2017, [print] JENNIFER KERWIN personally appeared before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Secretary of Vernon Grove Condominium Association, Inc, a non-profit corporation of the State of New Jersey, named in this document;

(b) this person signed this document as attesting witness for the proper corporation officer who is [print] ANDREA VERZOSI-CERZA the President of the corporation;

(c) this person knows the proper corporate seal of the corporation and the proper corporate seal was affixed; and

(d) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees.

Signature: Jennifer Kerwin

Name: JENNIFER KERWIN

Title: Secretary

[notarize]
Signed and sworn before me on
September 19TH, 2017.

Heidy E. Jimenez
NOTARY PUBLIC OF NEW JERSEY

My Commission Expires: _____

HEIDY E. JIMENEZ
Notary Public - State of New Jersey
My Commission Expires May 24, 2021

Steven A. Kunzman, Esq. (Atty I.D. # 012731981)
Our File No.: C22172

DIFRANCESCO, BATEMAN, KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
15 Mountain Boulevard
Warren, New Jersey 07059
Tele: 908-757-7800
Attorneys for Township of Chatham

FILED
MAY 04 2018
Maryann L. Nergaard
J.S.C.

IN THE MATTER OF THE TOWNSHIP OF CHATHAM FOR A JUDGMENT OF COMPLIANCE OF ITS THIRD ROUND HOUSING ELEMENT AND FAIR SHARE PLAN	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MORRIS COUNTY DOCKET NO.: MRS-L-1659-15 (MOUNT LAUREL) *Civil Action* **PARTIAL JUDGMENT ON PARTIAL FAIRNESS HEARING**

THIS MATTER having been opened to the Court by DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C., attorneys for the Plaintiff, Township of Chatham ("Township"), (Steven A. Kunzman, Esq., and Albert E. Cruz, Esq., appearing), in the presence of Kevin D. Walsh, Esq., attorney for interested party, Fair Share Housing Center, Inc. ("FSHC"), and in the presence of Gregg S. Sodini, Esq., attorney for the Vernon Grove Condominium Association, Inc. ("Vernon Grove"), and in the presence of the Court-appointed Special Master, Philip B. Caton, P.P., F.A.I.C.P., ("Special Master") on a Partial Fairness Hearing for approval of that Agreement between the Township of Chatham and Vernon Grove Condominium Association, Inc., last dated March 29, 2018, pursuant to East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996); and whereas the Agreement provides that after a Hearing, the Court may enter an Order approving the Agreement and the Amendment to the Master Deed

Extending Affordability Controls Thirty Years from September 24, 2016, in accordance with East/West Venture, *supra*, at 326, which held that Mount Laurel litigation may be settled only after a finding by the Court that (1) the settlement has apparent merit; (2) notice has been given to all members of the class and others who have an interest in the settlement; (3) a hearing has been conducted on the settlement where those affected have sufficient time to prepare; and (4) the settlement is "fair and reasonable to members of the protected class," and the Court having determined for the reasons set forth on the record at the Partial Fairness Hearing held on May 4, 2018, and memorialized in this Order dated May 4, 2018, and the Court having further heard testimony of the Township's Planner, Francis J. Banisch, III, P.P., A.I.C.P., and a representative of Vernon Grove as well as the Special Master, and the Court having received and reviewed other documentary evidence, and the Court having found (1) the Agreement is fair and reasonable to low and moderate income persons on whose behalf the affordability controls on the units proposed by the Agreement serve the implementation of the Township's affordable housing plan; and the Court having found, upon the conclusion of the hearing, for the reasons set forth by the Court that applicable criteria set forth in East/West Venture have been satisfied; and the Court having determined to enter an Order as hereinafter set forth;

IT IS THEREFORE, ON THIS 4th DAY OF MAY, 2018, ADJUDGED, DECLARED AND ORDERED AS FOLLOWS:

1. Partial Judgment is hereby declared in favor of Township of Chatham approving the Agreement and the Amendment to the Master Deed Extending Affordability Controls Thirty Years from September 24, 2016, pursuant to East/West Venture v. Borough of Fort Lee and the Mount Laurel line of cases.

AND IT IS FURTHER ORDERED that a copy of this Partial Judgment on Partial Fairness Hearing be served upon all interested parties in accordance with the procedure previously established in Morris County Mount Laurel litigation matters.

Maryann L. Nergaard
HONORABLE MARYANN L. NERGAARD, S.J.C.

Opposed _____

Unopposed _____

Reasons placed on the record this date

APPENDIX E

APPENDIX E

ORDINANCE 2019-19

AN ORDINANCE OF THE TOWNSHIP OF CHATHAM, COUNTY OF MORRIS, STATE OF NEW JERSEY, ESTABLISHING AN INCLUSIONARY AFFORDABLE HOUSING OVERLAY ZONE IN THE PI-1 PROFESSIONAL INSTITUTIONAL DISTRICT AND AMENDING CHAPTER XXX, TITLED "LAND DEVELOPMENT", ARTICLE 7, TITLED "ZONING REGULATIONS" APPLICABLE TO BLOCK 128, LOT 9, LOCATED AT 466 SOUTHERN BOULEVARD TO ADDRESS A PORTION OF THE TOWNSHIP OF CHATHAM'S THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the Township of Chatham ("Township") filed a Declaratory Judgment Action in the Superior Court of New Jersey, Morris County, captioned IMO Township of Chatham, Docket No. MRS-L-1659-15 ("Declaratory Judgment Action"), in furtherance of the Supreme Court's March 10, 2015, decision in In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Supreme Court Decision"); and

WHEREAS, the Township entered into a Settlement Agreement with the Fair Share Housing Center, Inc. on December 13, 2018 ("Settlement Agreement") that determines the Township's affordable housing obligation and the mechanisms for how the obligation will be addressed; and

WHEREAS, the Township's Planning Board adopted a Housing Element and Fair Share Plan, that comprehensively provides for the creation of affordable housing in the Township in a manner consistent with all applicable affordable housing statutes and regulations and the Settlement Agreement; and

WHEREAS, the Township identified one parcel of land determined to be appropriate for development of higher-density inclusionary residential development in the Township located on Block 128, Lot 9 located at 466 Southern Boulevard within the PI-1 District which possesses sufficient land area to accommodate inclusionary residential development at appropriate inclusionary zoning densities to address a portion of the Township's Third Round affordable housing obligation; and

WHEREAS, the zoning amendments herein support residential inclusionary development consistent with the Settlement Agreement and the Township's Housing Element and Fair Share Plan.

NOW, THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Chatham, County of Morris, State of New Jersey, as follows:

Section 1. Article XXX, Subsection 30-75.1 titled "Zone Districts" is hereby amended to add a new overlay zone titled "PI-AHO" Professional and Institutional Affordable Housing Inclusionary Overlay Zone as follows:

30-75.1 Zone Districts.

For the purpose of this Chapter, the Township is hereby subdivided into twenty-two (22) zone districts known as:

CP	County Park District
WA	Wilderness Area District
R-1	Residence District
R-1A	Residence District
R-2	Residence District
R-2A	Residence District
R-2B-1	Residence District
R-2B-2	Residence District
R-3	Residence District
R-4	Residence District
R-5	Residence District
R-5A	Residence District
R-6A	Townhouse District
R-6B	Townhouse District
R-6C	Residence District
R-7	Apartment District
AH	Affordable Housing District
B-1	Business Center District
B-2	Neighborhood Business District
PI-1	Professional Institutional District
PI-2	Professional Institutional District
PCD	Planned Commercial District

Overlay Districts:

Great Swamp Watershed Overlay District (Ord. No. 2017-16)
Upper Passaic River Watershed Overlay District (Ord. No. 2017-16)
Professional and Institutional Affordable Housing Inclusionary Overlay Zone

Section 2. Article XXX, Subsection 30-75.2 titled “Map and Schedule” is hereby amended to include the following: one (1) new overlay zone designation, "PI-AHO” Professional and Institutional Affordable Housing Inclusionary Overlay Zone as indicated on the “Official Zoning Map, Township of Chatham, Morris County, New Jersey,” dated March, 1999, which is hereby replaced by the “Official Zoning Map, Township of Chatham, Morris County, New Jersey,” dated March, 1999, revised as of October, 2019, and listed below:

Block 128, Lot 9

Section 3. **A**mend Article XXX to include a new Section 30-84, titled “Requirements for PI-AHO Professional and Institutional Affordable Housing Inclusionary Overlay Zone”, to the Revised General Ordinances of the Township of Chatham as follows:

(a) Purpose.

The Township recognizes its obligation under the New Jersey Fair Housing Act to provide for its "fair share" of the regional need of low and moderate income (affordable) housing. The PI-AHO Professional and Institutional Affordable Housing Inclusionary Overlay Zone is established to provide an affordable housing overlay development option allowing townhouses and/or apartments on Block 128, Lot 9 to address a portion of the Township's affordable housing obligation subject to the affordable housing set-asides prescribed below.

(b) Area and Density Requirements.

1. Minimum Area. Each development shall have a minimum tract area of three (3) acres. Public or private roads, easements or rights-of-way shall not be deemed to divide acreage of a development.

2. Maximum Density. Twelve (12) dwelling units/acre.

3. Minimum Lot Size Per Dwelling. A minimum lot size of 1,200 square feet shall be required for all fee simple townhouse dwelling units.

(c) Maximum Building Coverage.

1. The total ground floor area of all buildings shall not exceed thirty (30%) percent of the lot area.

(d) Maximum Impervious Coverage.

1. The total area of all impervious surfaces shall not exceed sixty (60%) percent of the lot area.

(e) Setback Requirements.

1. No principal building shall be located within thirty (30) feet of a public street or exterior property line of the tract nor within ten (10) feet of any internal roadway.

2. No townhouse dwelling structure shall have more than two (2) continuous attached dwelling units with the same front building line, and such variations in the building line shall be offset at least four (4) feet.

(f) Distance Between Buildings. Minimum distances as specified below shall be maintained between principal buildings:

Positions of Building Walls	Minimum Distance Between Buildings at Any Point
Front facing front	50'
Front facing rear	50'
Front facing side	25’
Rear facing rear	50'
Rear facing side	30'
Side facing side	15'

(g) Building Requirements.

1. Height. No building shall exceed a height of two and one-half (2 1/2) stories or thirty-five (35) feet whichever is the lesser, except that existing buildings in excess of the permitted number of stories or height may be re-used for any permitted principal or accessory use.

2. Units Per Building. No townhouse building shall contain more than six(6) dwelling units.

(h) Dwelling Unit Requirements.

1. Each dwelling unit shall contain as a minimum a separate living room, a separate bedroom, a separate bath, a room for storage and utilities, and a kitchen, which kitchen facility shall be located separate and apart from other rooms in the unit with the exception of the dining room.

2. Minimum Floor Area. Each dwelling unit shall have a minimum floor area, as "floor area" is defined in Section 30-6, in accordance with the following schedule:

Number of Bedrooms	Minimum Required Floor Area Per Dwelling Unit (in Sq. Ft.)
1	900
2	1,150
For each additional	200 additional

3. No basement shall contain a bedroom.

4. Each dwelling unit shall have at least two (2) private outside entrances.

5. Each dwelling unit shall contain its own heating plant and system and shall constitute a separate, independent unit for metering and all other purposes with respect to all required utilities and similar conveniences. No central or common laundry or similar facilities intended for two (2) or more units shall be permitted.

6. Each dwelling unit shall have at least one (1) individual private yard area, balcony, deck, open patio or court adjoining the unit and having a width of at least fifteen (15) feet and an area of at least one hundred fifty (150) square feet. Each private yard area, patio, court or deck shall be effectively screened in order to provide a reasonable degree of privacy.

7. In addition to the above requirements, a storage space with separate access and containing a minimum of eighty (80) square feet of floor area shall be provided for each dwelling unit in the basement of the building in which the unit is located or in the garage serving the unit. Storage space located in a garage shall not encroach upon or be located above a minimum area of ten feet by twenty (10' by 20') feet for the parking of a motor vehicle.

8. The layout and arrangement of buildings and their design shall incorporate energy saving and green design features where practicable.

(i) Accessory Buildings.

1. Setbacks. Accessory buildings shall meet the street, property line and internal roadway setbacks of the principal buildings and shall be at least twenty-five (25) feet from a principal building and fifteen (15) feet from another accessory building. Detached garages shall be at least fifteen (15) feet from a principal building or from any other garage or accessory building. Clubhouses, swimming pools and recreation facilities shall be at least one hundred (100) feet from a property line.

2. Height. The maximum height of an accessory building shall be fifteen (15) feet except for clubhouses which shall not exceed twenty-eight (28) feet in height. Existing buildings in excess of the permitted number of stories or height may be re-used for any permitted principal or accessory use.

3. When a clubhouse or other accessory building is attached to a building containing a permitted principal use, the bulk requirements for the permitted principal use shall apply.

4. Design. Architectural design and materials used in the construction of accessory buildings shall conform to or complement the style of construction of principal buildings.

5. Except to the extent inconsistent with the specific provisions of this Subsection, the provisions of Subsection 30-96.13 shall be followed.

6. Signs. The provisions of Section 30-98 shall be followed.

(j) Off-Street Parking and Internal Roadways. Off-street parking and internal roadways shall conform to the provisions of Subsection 30-64.2, and, in addition, the following requirements shall be met:

1. All off-street parking areas and internal roadways shall be paved, bounded by permanent curbing and constructed in accordance with Township of Chatham road specifications; provided, however, that, upon recommendation of the Township Engineer, the requirement of curbing may be waived or modified when

found not to be needed for control of storm water, protection of pavement and similar purposes.

2. Parking areas shall be located at least five (5) feet from a building and fifteen (15) feet from a property line.

3. Except as otherwise provided in the New Jersey Residential Site Improvement Standards, internal roadways shall be at least twenty-four (24) feet in width for two (2)-way traffic and twelve (12) feet in width for one (1)-way traffic and shall not enter a street within fifty (50) feet of an existing intersection. Drives leading from internal roadways to parking areas shall be at least twenty (20) feet in width.

4. The arrangement and location of garages, parking areas and internal roadways shall be subject to approval of the Planning Board and shall be designed to insure maximum safety, proper circulation and maximum convenience for residents and their guests.

5. Sidewalks shall be provided along at least one side of any internal road serving the development.

6. Unless otherwise provided in the New Jersey Residential Site Improvements Standards, minimum requirements for off-street parking spaces shall be as follows for low and moderate income housing units:

1 bedroom	1.75 parking spaces
2 bedroom unit	2.0 parking spaces
3 or more bedroom unit	2.5 parking spaces

(k) Landscaping and Common Open Space.

1. There shall be provided a minimum of thirty (30%) percent of the entire tract for common open space, which shall be deed restricted against future development and managed by the homeowners association. Said open space shall not contain any impervious surfaces, detention facilities or other structural or infrastructure improvements.

2. The common open space, where improved, shall be attractively landscaped with varieties of flowering plants, grasses, trees and shrubs that will serve to minimize water use. All proposed landscaping, including existing and new trees, shrubs and natural screening shall be shown on the site plan submitted to the Planning Board for approval.

3. Except as otherwise provided in the New Jersey Residential Site Improvement Standards, sidewalks or walkways constructed in accordance with the Township specifications shall be provided in such locations and of such widths as required and approved by the Planning Board to insure safe and convenient pedestrian traffic.

4. Sidewalks shall be provided along Southern Boulevard within the development.

5. Effective screening by a fence or wall no less than five (5) feet nor more than seven (7) feet in height shall be provided to shield parking areas and other common facilities from view of adjoining residential properties, provided, however, screening by hedge or other natural landscaping may be substituted for the required fence or wall if approved by the Planning Board as part of the site plan.

6. Lighting. Adequate artificial lighting shall be provided in parking areas and along sidewalks, walkways and internal roadways. The source of lighting shall be directed downward, away from buildings and adjoining streets and property lines.

Lighting fixtures shall be so arranged that the direct source of light is not visible from any adjacent property.

(l) Utilities.

1. Adequate provision shall be made for storm water drainage, water supply and sewage treatment and disposal.

2. All telephone, electric and CATV service, including outdoor lighting on the property, shall be by underground conduit.

3. Fire Hydrants. Fire hydrants shall be installed at locations specified by the Township. Such hydrants shall be provided with appropriate water pressure and otherwise adequately maintained by the owner or owners of the dwelling units. All such hydrants shall conform to the standards of the National Board of Fire Underwriters or Township requirements, whichever is more restrictive.

4. Solid Waste, Including Recyclable Materials. Suitable provision shall be made for the orderly deposit and pick-up of solid waste, including recyclable materials. The locations and numbers of all facilities for such purposes shall be subject to approval by the Planning Board and shall meet all regulations of the Township Board of Health and applicable provisions of Section 18-1 of the Revised General Ordinances of the Township of Chatham as well as the following:

(a) Each receptacle shall be located in a completely enclosed building.

(b) Buildings used solely for the purpose of housing receptacles shall be located at least five (5) feet from an internal roadway and shall otherwise meet the requirements for accessory buildings.

(c) Buildings used to house receptacles shall be so located as to permit convenient vehicular access.

(m) Developer's Obligation to Provide Affordable Housing.

1. Prior to the issuance of any construction permit, and as a condition precedent to the grant of any approval of a development application by the Planning Board, Board of Adjustment or Zoning Officer, as applicable, a developer shall be required to enter into an agreement with the Township Committee to construct at least 15 percent to 20 percent of all dwelling units as low and moderate income housing units as prescribed in Subsection 30-84(m)2 below. At least 50% of the rental units shall be available to low income households with the remainder available to moderate income households. The required agreement shall make provisions for the developer's obligation to construct the affordable units and the phasing of construction of market units shall provide for the construction of affordable units in tandem with the market units according to the requirements of N.J.A.C.5:93-5.6(d).

2. The required minimum residential densities and affordable housing set asides shall be as follows:

(a) Townhouse or other for-sale units: 12 dwelling units per acre with a 20% affordable housing set-aside; and/or.

(b) Multi-family rental housing, such as garden apartments:
12 dwelling units per acre with a 15% affordable housing set-aside.

(c) Townhouse and multi-family at the prescribed densities and set-asides identified above may be mixed on single parcel of land.

(n) Development Option.

The "PI-AHO" Professional and Institutional Affordable Housing Inclusionary Overlay Zone provides a development option allowing townhouses and/or apartments on Block 128, Lot 9 at the election of the owner. The "PI-AHO" Professional and Institutional

Affordable Housing Inclusionary Overlay Zone does not supersede the existing underlying PI-1 Professional Institutional District and does not render existing uses on Block 128, Lot 9 non-conforming.

Section 4. All other Ordinances, part of Ordinances, or other local requirements that are inconsistent or in conflict with this Ordinance are hereby repealed to the extent of any inconsistency or conflict, and the provisions of this Ordinance apply.

Section 5. Notwithstanding that any provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, all remaining provisions of the Ordinance shall continue to be of full force and effect.

Section 6. This Ordinance shall take effect immediately upon (1) adoption; (2) publication in accordance with the laws of the State of New Jersey; and (3) filing of the final form of adopted Ordinance by the Clerk with the Morris County Planning Board pursuant to N.J.S.A. 40:55D-16.

Introduced:

Adopted:

Attest:

_____

Gregory J. LaConte, Clerk

TOWNSHIP OF CHATHAM, COUNTY OF MORRIS, STATE OF NEW JERSEY

BY: _____

Tayfun Selen, Mayor

APPENDIX F

APPENDIX F

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

15 Mountain Boulevard
Warren, New Jersey 07059

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Albert E. Cruz
Partner
Extension 136
acruz@newjerseylaw.net

Via E-Mail to kevinwalsh@fairsharehousing.org
and New Jersey Lawyers Service

January 10, 2019

Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, New Jersey 08002

Re: In the Matter of the Application of the Township of Chatham, County of Morris, Docket No. MRS-L-1659-15
DB File No. C22172 - Amendment to Settlement Agreement

Dear Mr. Walsh:

The purpose of this letter is to amend that Settlement Agreement between the Township of Chatham and the Fair Share Housing Center, Inc., dated December 13, 2018.

The amendment is to amend a portion of Paragraph 8b to reflect the correct Block and Lot designation for the "Overlay zone permitting family rental or for sale units at Block 138, Lot 1, a 3.2-acre parcel that is currently used for an office building."

That Block and Lot designation is incorrect and Paragraph 8b should be amended to reflect Block 128, Lot 9. Accordingly, that sentence should read:

> Overlay zone permitting family rental or for sale units at Block 128, Lot 9, a 3.2-acre parcel that is currently used for an office building.

Please sign and date the bottom of this letter agreeing to this amendment.

Very truly yours,

Albert E. Cruz

AEC/bl

cc: Philp B. Caton, PP, FAICP - pcaton@cchnj.com

Thomas Ciccarone, Administrator - tciccarone@chathamtownship.org

Gregory J. LaConte, Clerk - glaconte@chathamtownship.org

Frank Banisch, P.P. - frankbanisch@banisch.com

I agree to this amendment to the Settlement Agreement on behalf of the Fair Share Housing Center, Inc., Intervenor/Interested Party.

Dated: 1/10/2019 By: _____
Kevin D. Walsh, Esq., Counsel

APPENDIX G

APPENDIX G

FAIR SHARE
HOUSING CENTER

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

March 12, 2020

Albert E. Cruz, Esq.
DiFrancesco, Bateman, Kunzman,
David, Lehrer, & Flaum, P.C.
361 Route 31
Building E, Suite 1301
Flemington, New Jersey 08822

Re: IMO the Application of the Township of Chatham, County of Morris,
Docket No. MRS-L-1659-15

Dear Mr. Cruz:

This letter memorializes the terms of a Second Amendment to the December 13, 2018 Settlement Agreement ("Amended Agreement") reached between the Township of Chatham ("Township" or "Chatham"), the declaratory judgment plaintiff, and Fair Share Housing Center, Inc. ("FSHC"), a Supreme Court-designated interested party in this matter in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV), and a defendant in this proceeding.

This Amended Agreement, if and when approved by the court at a fairness hearing, will supersede the Settlement Agreement dated December 13, 2018 ("December 13, 2018 Settlement Agreement") and the First Amendment to the Settlement Agreement dated January 10, 2019 ("First Amendment") previously approved by the Court, as to the terms specifically amended by this Amended Agreement.

All terms of the December 13, 2018 Settlement Agreement and First Amendment not specifically amended by this Amended Agreement will remain in full force and effect as previously approved by the Court.

Amended Agreement Terms

The Township and FSHC hereby agree to the following terms:

1. Paragraph 7 of the December 13, 2018 Settlement Agreement shall be replaced by the following:

   The municipality, as calculated in Exhibit B to the December 13, 2018 Settlement Agreement, has a realistic development potential ("RDP") of 200 units. That RDP will be satisfied as follows:

Developments/Compliance Mechanisms Details/Status	Units	Bonuses
1. *Regional Contribution Agreement (RCA) with City of Newark:* This 8-unit RCA was approved by the Council on Affordable Housing on November 6, 1996.	8	

Developments/Compliance Mechanisms Details/Status	**Units**	**Bonuses**
2. *Vernon Grove Condominium at Chatham Glen, extension of expiring controls on affordable family, for-sale units:* The documentation evidencing the extension of these controls for a period of at least 30 years is attached as Exhibit C to the December 13, 2018 Settlement Agreement. The extension of controls was approved by court order dated May 4, 2018, which is attached as Exhibit D to the December 13, 2018 Settlement Agreement.	72	
3. *Family rental units created through inclusionary zoning of Block 66, Lot 1, a 30.74-acre parcel with provision of off-site units phased with the market-rate units on a portion of Block 48.16, Lot 117.27 (aka "Skate Park site"):* On December 14, 2017, the Township adopted Ordinance 2017-15, which applies to Block 66, Lot 1. That ordinance provides for the production of 54 market-rate homes and 24 affordable homes on-site or off-site. The Township has stated that it anticipates that 24 units will be provided at the Skate Park site. The municipality will demonstrate a realistic opportunity for 24 affordable units prior to or at the compliance hearing in this matter by providing an agreement with the developer at least 30 days prior to the compliance hearing in this matter. The Township, in order to show a realistic opportunity, and in view of the fact that the developer would have a 31% set aside if it provides 78 total units, including 24 affordable, agrees to provide an agreement with the developer of Block 66, Lot 1 showing the location of the affordable units and evidencing the developer's obligation to provide the affordable units and stating that the developer agrees the zoning for the site presents a realistic opportunity for the development of affordable housing; that the developer has received an adequate compensatory benefit; that the developer specifically waives any claims that could be brought asserting a taking, inverse condemnation and any related claims; and that the developer waives claims regarding the absence or inadequacy of a compensatory benefit and the absence or inadequacy of incentives to the developer required by N.J.S.A. 52:27D-311h. The developer must agree to waive its right to object at the fairness and compliance hearings in this matter and must agree to comply with the Uniform Housing Affordability Controls, as modified by this Agreement regarding providing units at 30% of median income, and with rents that will be adjusted annually in accordance with paragraph 14 of the December 13, 2018 Settlement Agreement, and must agree that half of the units, rounded up, will be available to low-income households, including 4 that will be available to very low income households.	24	24

Developments/Compliance Mechanisms Details/Status	**Units**	**Bonuses**
Prior to the fairness hearing at which this compliance mechanism is evaluated, the Township agrees to provide a letter from the developer in which the developer acknowledges and endorses the rents that it would receive for the 24 units at the Skate Park site. The developer shall further agree to comply with the following phasing requirements: (a) The developer must submit a building permit application for the Skate Park site by the time the first Certificate of Occupancy is issued for the market rate units at the Dixiedale Development. (b) The developer must complete the foundation for the Skate Park site by the time 40% of the market rate units at the Dixiedale Development is completed. (c) The Certificate of Occupancy for the Skate Park site must be issued by the time 70% of the market rate units at the Dixiedale Development is completed.		
4. *Affordable family rental units through the development of a 100% affordable development on River Road (Block 62, Lot 71)* The Township shall provide no fewer than 59 affordable two- and three-bedroom family rental units on River Road (Block 62, Lot 71) as part of a 100% affordable development. If the Township acquires part or all of an adjoining lot on River Road (Block 62, Lot 74), the Township may also use that lot for the 100% affordable development. No fewer than 15 of the 59 two- and three-bedroom units shall be three-bedroom units. At least thirteen percent (13%) of the three-bedroom units shall be very low income units as well as at least thirteen percent (13%) of the total number of affordable units. At least fifty percent (50%) of the units in each bedroom category shall be low income units. No more than twenty percent (20%) of the affordable units to be provided on River Road may be marketed with a preference for veterans for an initial period of no longer than ninety (90) days in accordance with N.J.S.A. 52:27D-311(j). At least thirty (30) days prior to the hearing at which the fairness of this compliance mechanism is evaluated, the Township shall provide a developer's agreement between the Township and a developer for this 100% affordable development.	No fewer than 59**	26
5. *Group home bedrooms on a site or sites to be identified and acquired* The Township may provide up to 15 group home bedrooms on a site or sites to be identified and acquired by the Township.** Each group home bedroom shall be permitted to count as one one-bedroom unit.	Up to 15**	

Developments/Compliance Mechanisms Details/Status	**Units**	**Bonuses**
At least thirty (30) days prior to the hearing at which the fairness of this compliance mechanism is evaluated, the Township shall acquire or otherwise obtain, including through a tax foreclosure, if necessary, an appropriate site or sites for the group homes. The site or sites for the group homes shall be in existing residential areas of the Township. At least thirty (30) days prior to the fairness hearing on this compliance mechanism, the Township shall designate a developer for the group homes, provide all necessary documentation to the Special Master and FSHC, including that required by N.J.A.C. 5:93-5.5, and provide a detailed plan for the creation of the group homes.		
Total:	178	50
	228	

**The combined total number of affordable family rental units to be provided on River Road and group home units shall be no fewer than 74 units. For example, if 62 family rental units are provided on River Road, at least 12 group home units must be provided (62+12=74).

2. In accordance with Paragraph 22(b) of the December 13, 2018 Settlement Agreement, a duly noticed Fairness Hearing to evaluate the fairness of the present and prospective need obligations assigned to the municipality; the RDP; and all compliance mechanisms intended to satisfy the RDP and address unmet need, with the exception of the 74-unit 100% affordable family rental development on a site to be identified and provided by the municipality, was held on February 22, 2019 before the Hon. Maryann L. Nergaard, J.S.C. In her Order on Fairness and Preliminary Compliance, Judge Nergaard found that the December 13, 2018 Settlement Agreement and First Amendment had "apparent merit" and were "fair and reasonable to members of the protected class."

   Paragraph 22(b) and (c) of the December 13, 2018 Settlement Agreement anticipated that a second fairness hearing on a 74-unit 100% affordable family rental development on a site or sites to be identified and provided by the municipality would be scheduled to occur in July 2019.

   In light of this Amended Agreement, the 74-unit 100% affordable family rental development required by Paragraph 7 of the December 13, 2018 Settlement Agreement is now replaced by a 100% affordable family rental development on River Road (Block 62, Lot 71) that shall provide no fewer than 59 affordable two- and three-bedroom family rental units as well as up to 15 group home units on a site or sites to be identified and acquired by the Township.

   The parties shall request that the Court conduct the review and approval of the Amended Agreement and the new compliance mechanisms identified therein at a joint Fairness and Compliance Hearing. The parties shall request that the joint Fairness and Compliance Hearing be held no later than June 26, 2020.

The Township shall present its planner as a witness at the hearing.

3. A site suitability analysis of River Road (Block 62, Lot 71) prepared by the Township is attached to the Amended Agreement as Exhibit A.

4. Paragraph 10 of the December 13, 2018 Settlement Agreement shall be replaced by the following:

   The Township has assumed certain obligations with regard to providing affordable housing through means other than inclusionary zoning, as follows:

   a. The non-inclusionary compliance mechanisms are as follows:
      i. The Township has already extended controls on 72 affordable family for-sale units as documented in Exhibits C and D to the December 13, 2018 Settlement Agreement. This is sufficient to receive credits for those units, provided that during the compliance phase of this matter the municipality demonstrates how it will fund the financial contributions required with regard to those units.
      ii. No fewer than 59 affordable two- and three-bedroom family rental units on River Road (Block 62, Lot 71) as part of a 100% affordable development.
      iii. Up to 15 group home bedrooms on a site or sites to be identified and acquired by the Township.

   b. The Township commits itself to providing a realistic opportunity for the non-inclusionary compliance mechanisms referenced above.

   c. In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that at least 30 days prior to the joint Fairness and Compliance hearing it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments and compliance mechanisms. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative funding source, such as affordable housing developer fees or municipal bonding, in the event that the funding request is not approved.
      i. The Township acknowledges and accepts that if the Township and/or its designated developer of the 100% affordable development on River Road do not secure 9% tax credits from the New Jersey Housing and Mortgage Financing Agency in the 2021 application cycle, the Township and/or its designated developer shall not be allowed to delay the start date of construction beyond June 30, 2022, in order to apply for 9% tax credits from the New Jersey Housing and Mortgage Financing Agency in further cycles. If the Township and/or its designated developer do not secure sufficient tax credits prior to June 30, 2022, the Township acknowledges and accepts that it shall be obligated to bond for the cost of construction necessary to construct the project no later than June 30, 2022, deducting only firmly committed funding from outside sources at that time from the bond amount for the total cost necessary to complete the project. The Township may utilize New Jersey Housing and Mortgage Financing Agency 4% tax credits as part of its obligation to commence construction

of the project no later than June 30, 2022. If, and only if, the Township and/or its designated developer of the 100% affordable development on River Road are awarded 9% tax credits in the New Jersey Housing and Mortgage Financing Agency's 2021 application cycle, then the start date of construction shall be within one year of notification of the award but no later than December 31, 2022.

ii. At least thirty (30) days prior to the joint Fairness and Compliance Hearing, the Township shall demonstrate that adequate funding is in place to construct the group homes. The start date of construction for the group homes shall be no later than June 30, 2022.

d. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments and compliance mechanisms, 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.

i. At least thirty (30) days prior to the joint Fairness and Compliance Hearing, the Township shall provide a timetable showing the steps leading to the start of construction for the 100% affordable development on River Road that shall begin no later than June 30, 2022. The Township shall also indicate the entity responsible for undertaking and monitoring the construction and overall development activity.

ii. At least thirty (30) days prior to the joint Fairness and Compliance Hearing, the Township shall provide a timetable showing the steps leading to the start of construction for the group homes that shall begin no later than June 30, 2022. The Township shall also indicate the entity responsible for undertaking and monitoring the construction and overall development activity.

5. An essential term of this Amended Agreement is that the Township shall introduce and adopt all ordinances to implement the terms of this Amended Agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Amendment Agreement as well as the December 13, 2018 Settlement Agreement and First Amendment at least thirty (30) days prior to the joint Fairness and Compliance Hearing that is to be held to evaluate the fairness of the Amended Agreement. This shall include taking all necessary steps to make available the provision of sewer and water service to the various non-inclusionary compliance mechanisms, including either access to the sewer service on Huron Drive or an extension of the sewer line on River Road for the 100% affordable development on River Road, and well and septic systems, if necessary, for the group homes.

6. Pursuant to Paragraph 23 of the December 13, 2018 Settlement Agreement, the Township agreed to reimburse FSHC's attorneys fees and costs in the amount of $15,000 within forty-five (45) days of the Court's approval of the December 13, 2018 Settlement Agreement following a duly-noticed fairness hearing. The Township made the payment to FSHC on or about April 17, 2019. The Township was subsequently reimbursed $15,000 by Southern Boulevard Urban Renewal, LLC.

   In view of the additional time and resources required to be expended by FSHC to ensure the fulfillment of the December 13, 2018 Settlement Agreement's terms and to negotiate

this Amended Agreement, the Township agrees to pay FSHC's additional attorney's fees and costs in the amount of $30,000 within forty-five (45) days of the Court's approval of this Amended Agreement following the joint Fairness and Compliance Hearing.

7. Upon approval and execution of this Amended Agreement by the parties and the Court's scheduling of a joint Fairness and Compliance Hearing to evaluate the fairness of this Amended Agreement, FSHC agrees to withdraw the pending January 24, 2020 Cross-Motion to Enforce Litigant's Rights that it filed in Docket No. MRS-L-1659-15. FSHC reserves the right to take all future action necessary, including motions to enforce litigant's rights, to ensure that the Township abides by the terms of this Amended Agreement as well as the applicable terms of the December 13, 2018 Settlement Agreement and First Amendment.

   Upon approval and execution of this Amended Agreement by the parties and the Court's scheduling of a joint Fairness and Compliance Hearing to evaluate the fairness of this Amended Agreement, FSHC agrees to sign a Stipulation of Dismissal in that litigation styled Fair Share Housing Center, Inc. v. Township of Chatham, et al., County of Morris, State of New Jersey, Superior Court of New Jersey, Law Division, Morris County, Docket No. MRS-L-000280-20. The dismissal shall initially be without prejudice. However, FSHC agrees that the dismissal shall become with prejudice if and when this Amended Agreement is approved by the Court following the joint Fairness and Compliance Hearing.

8. If an appeal is filed of the Court's approval or rejection of this Amended Agreement, the parties agree to defend the Amended 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 Amended Agreement if it is approved before the Law Division unless and until an appeal of the Law Division's approval is successful, at which point the parties reserve their right to rescind any action taken in anticipation of the Law Division's approval. All parties shall have an obligation to fulfill the intent and purpose of this Amended Agreement.

9. This Amended Agreement together with the December 13, 2018 Settlement Agreement and First Amendment may be enforced through a motion to enforce litigant's rights or a separate action filed in the Superior Court of New Jersey, Morris County.

10. Any and all Exhibits attached to this Amended Agreement are hereby made a part of this Amended Agreement by this reference thereto.

11. To the degree that any other items besides those specifically enumerated herein required by the terms of the December 13, 2018 Settlement Agreement and First Amendment have not yet been completed by the Township, those items -- including but not limited to adoption of a revised Housing Element and Fair Share Plan, adoption of any amendment to the Township's Affordable Housing Ordinance, and the preparation and adoption of a Spending Plan -- shall be completed no later than thirty (30) days prior to the joint Fairness and Compliance Hearing.

12. All other terms and conditions of the December 13, 2018 Settlement Agreement and First Amendment not specifically amended by this Amended Agreement shall remain in full force and effect and shall be incorporated as if fully set forth at length herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed, their corporate seals affixed and attested and this agreement to be effective as of the date it is executed.

TO FSHC:

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

TO THE TOWNSHIP:

Albert E. Cruz, Esq.
DiFrancesco, Bateman, Kunzman,
David, Lehrer, & Flaum, P.C.
361 Route 31
Building E, Suite 1301
Flemington, New Jersey 08822
Email: acruz@newjerseylaw.net

WITH A COPY TO THE TOWNSHIP CLERK:

Greg LaConte, Township Clerk
58 Meyersville Road
Chatham, NJ 07928
Email: glaconte@chathamtownship.org

WITH A COPY TO THE TOWNSHIP ADMINISTRATOR:

Robert S. Hoffmann, Township Administrator
58 Meyersville Road
Chatham, NJ 07928
Email: rhoffmann@chathamtownship-nj.gov

Please sign below if these terms are acceptable.

Sincerely,

Adam M. Gordon, Esq.
Executive Director of Fair Share Housing Center

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

Michael J Kelly

Dated: March 12, 2020

List of Exhibits to the Amended Agreement

Exhibit	Document
A	Site Suitability Analysis for 100% Affordable Development on River Road

Exhibit A: Site Suitability Analysis for 100% Affordable Development on River Road

River Road Apartments

The Township will work with a tax credit developer to construct a project consisting of at least fifty-nine (59) affordable 2-bedroom and 3-bedroom units on a Township-owned site fronting on River Road (Block 62, Lot 71), which may be supplemented by the addition of Lot 74 for this project (Figure 1). Lot 71 includes 5.9 acres. If combined with the 4.1 acres on Lot 74, the development site could consist of a total of 10 acres. Whether development encompasses only Lot 71 or both Lots 71 and 74, the site will have access to public sewer either via a force main through a sewer easement along the property lines of Block 62, Lots 25 and 26 (Figures 2 and 3), or by way of a sewer line extension along River Road.

Site Suitability Evaluation

There are four categories of site suitability criteria identified by the NJ Council on Affordable Housing (COAH) as part of the prior round Rules.

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;

To the extent known, Block 62, Lots 71 and 74 do not possess any title encumbrances that would preclude development of affordable housing. Lot 71 is Township-owned through municipal foreclosure and free of encumbrances. Lot 74, which may be acquired by the Township, hosts an occupied single-family dwelling. Lots 25 and 26, each roughly 20,000 square feet and hosting a single family dwelling, could have a sewer easement along their common property line. ~~Chatham Township may condemn the required area from Lots 74, 25 and 26, if a negotiated sale is not possible.~~ mjk

2. The site is adjacent to compatible land uses and has access to appropriate streets;

The properties are surrounded by residential uses. To the North, single family homes line the frontage of Huron Drive. Adjacent lots to the east and west are large and occupied by single family dwellings, and two (2) smaller homesites along River Road are situated between Lots 71 and 74. Nearby, northeast on River Road, is the Cardinal Hill apartment complex. To the southwest along River Road, the Chatham Township Volunteer Fire Department operates a firehouse in a setting of and open space along the river.

3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and

The properties are within the Sewer Service Area and the proposed development can be serviced by public water and sewer. Sewer Access will either be achieved via a sewer easement between Lots 25 and 26 or via a sewer line extension along River Road. Adequate sewer capacity exists to service the site.

4. The site can be developed consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be done in accordance with N.J.A.C. 5:21-3.

The site includes significant steep slope areas which are typical along River Road (Figure 4). The site slopes steeply uphill from River Road with a narrow plateau between sloping portions of the lots. Switch-back driveway design will be required to access the less steep portions of the site.

The majority of development along River Road has been able to develop by taking advantage of areas with flatter slopes. The development of these properties will require a development plan that will limit steep slope disturbance and retain the trees on these heavily wooded properties. Apart from steep slopes, there appear to be no physical impediments or physical characteristics that would prevent development on the properties in accordance with the Residential Site Improvement Standards (RSIS) (Figure 1). There are no wetlands, floodplains or stream corridors and it appears that the parcels may be developed in accordance with the RSIS.

Figure 1
Block 62, Lots 25, 26, 71 and 74

Chatham Township, Morris County
Febraury 2020

0 225 450
Feet

Data Sources:
Morris County Parcels 2014
NJDOT roadway network 2011
NJDEP 2012 Land Use Land Cover
FEMA 100 Year Floodzones

BANISCH
ASSOCIATES, INC.
Planning and Design

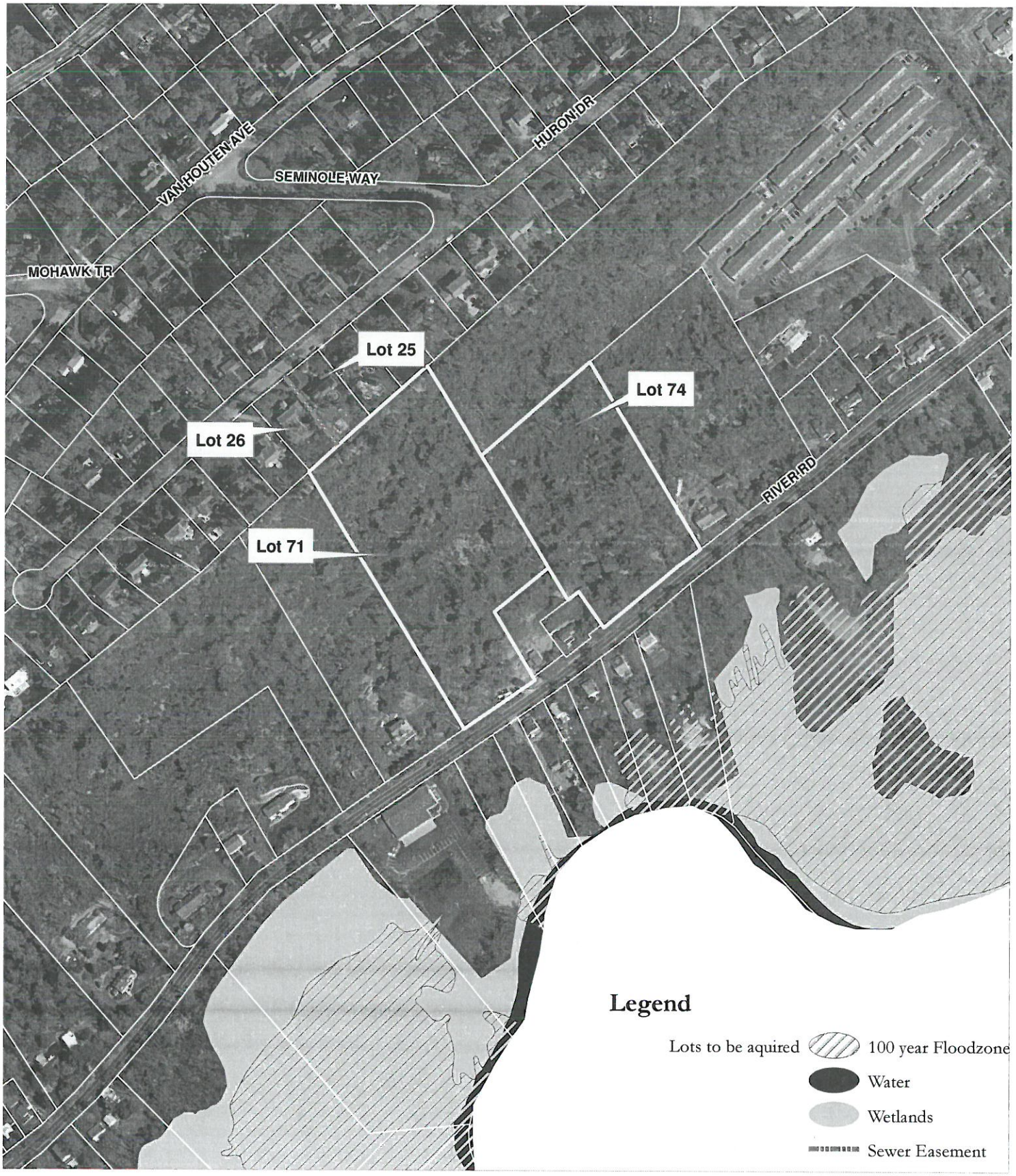
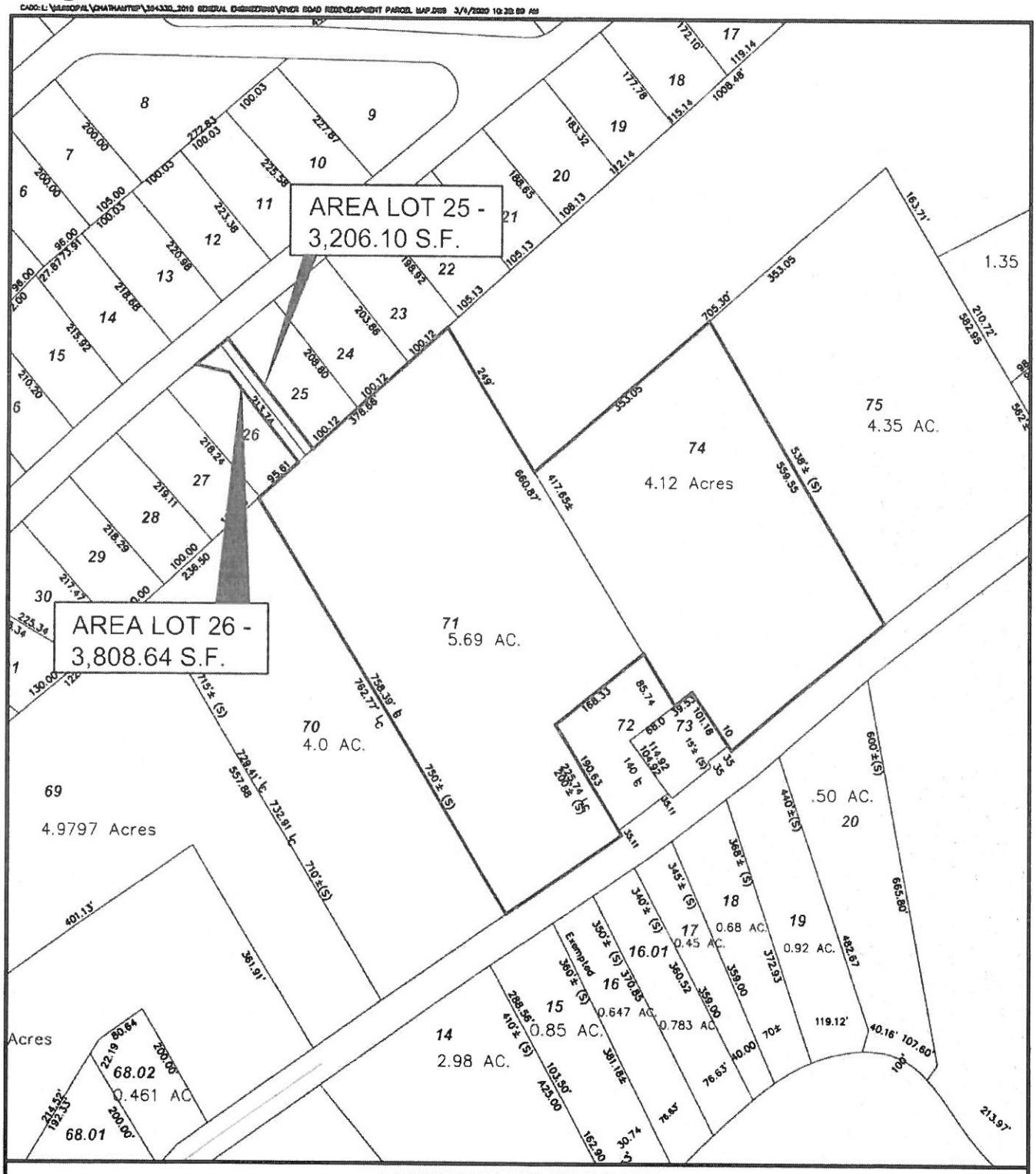


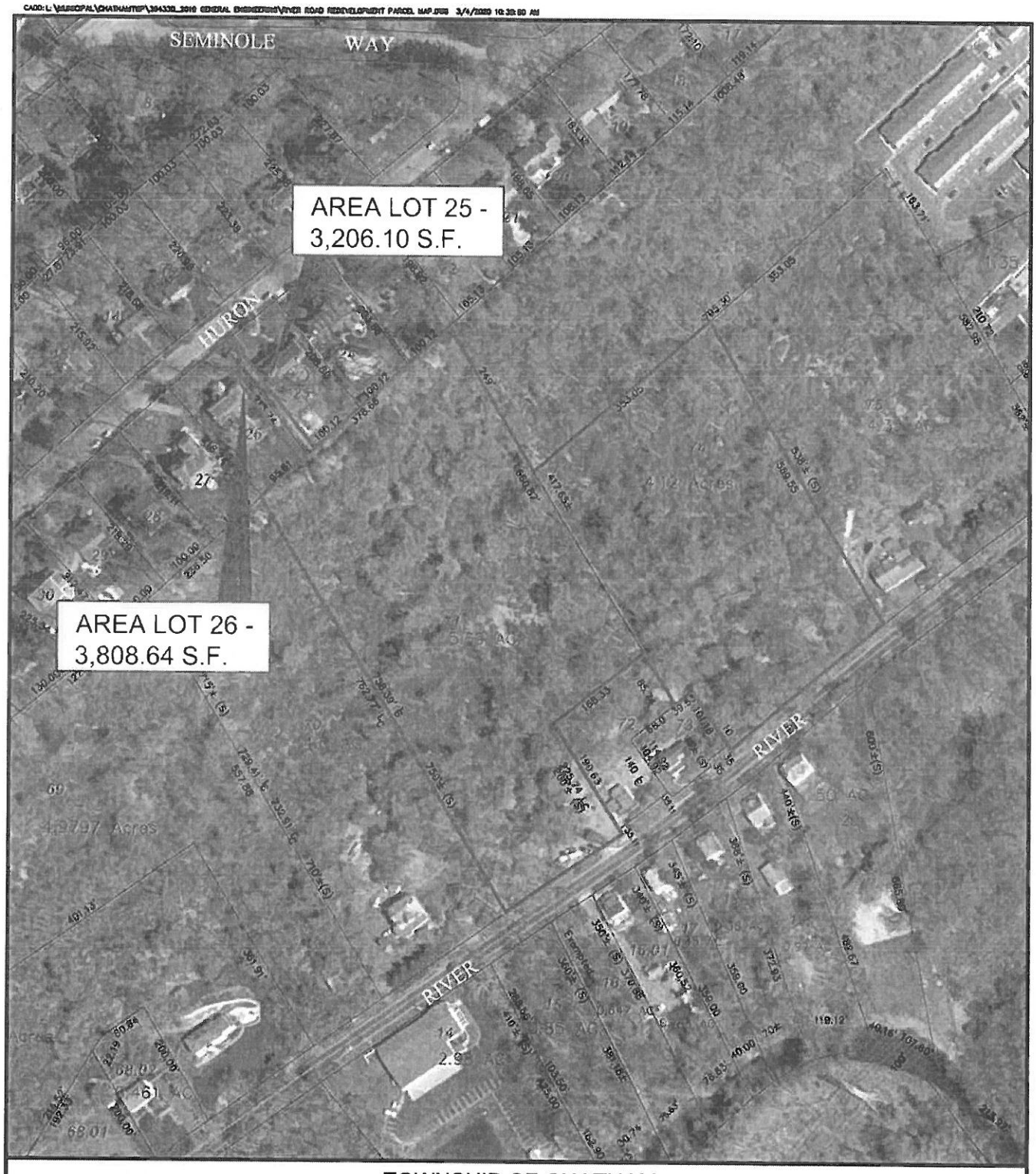
Figure 2



TOWNSHIP OF CHATHAM
MORRIS COUNTY, NEW JERSEY

BLOCK 62
LOT 71, 74, 25 & 26
LOCATION MAP
SCALE: 1"=200'

Figure 3



TOWNSHIP OF CHATHAM
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BLOCK 62
LOT 71, 74, 25 & 26
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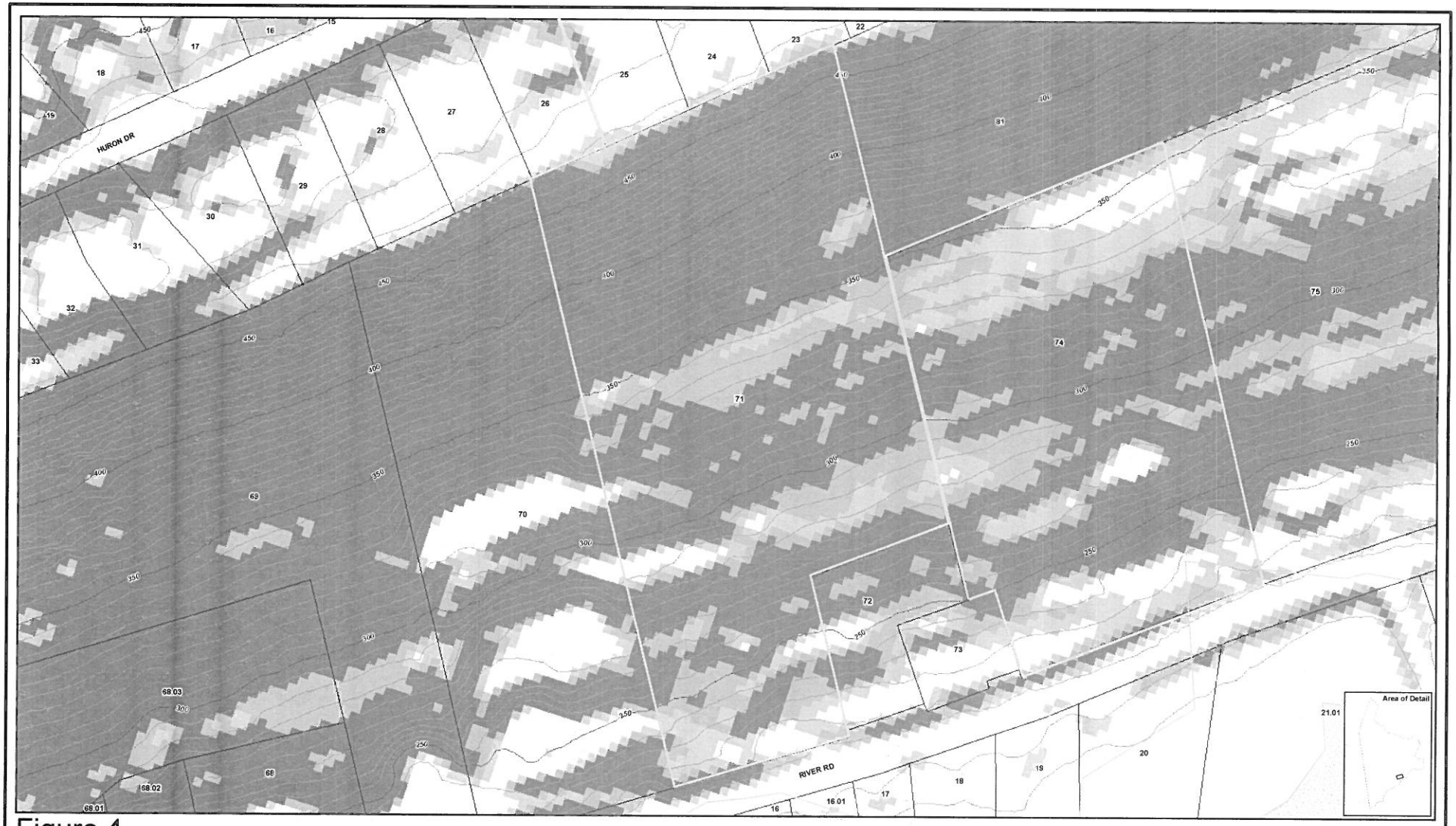

Figure 4

LEGEND:

Wetlands Transition Area 150 feet3

Percent Slope
- < 15%
- 15% - 20%
- 20% - 25%
- > 25%

Parcel Boundary

Wetland

0 100 200 Feet

This map was developed using New Jersey Department of Environmental Protection Geographic Information System digital data, but this secondary product has not been verified by NJDEP and is not state-authorized.

Map Document: (M:\Chatham Twp\GIS\Assignments\Warehousing\Analysis\RiverRoad_Lot8.8_Slopes.mxd)
3/20/2019 1:53:17 PM mmh62516

MOTT MACDONALD	TOWNSHIP OF CHATHAM FIGURE 1: STEEP SLOPE ANALYSIS				
412 Mt Kemble Avenue Morristown, New Jersey 07960	Designed SJA	Drawn DSC	Checked DJH	Approved	Date 3/20/2019