

HOUSING ELEMENT AND FAIR SHARE PLAN

GALLOWAY TOWNSHIP, ATLANTIC COUNTY

Prepared for:



**Township of Galloway
300 E. Jimmie Leeds Road
Galloway, New Jersey 08205**

Adopted after a public hearing by Resolution by the Township of Galloway Planning Board on June 5, 2025 by Resolution #_____

Endorsed by Resolution by the Township of Galloway Council on June 17, 2025 by Resolution #_____

HOUSING ELEMENT AND FAIR SHARE PLAN
GALLOWAY TOWNSHIP, ATLANTIC COUNTY

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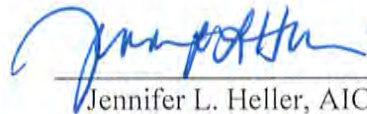
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Executive Summary:

As Galloway Township continues to satisfy its affordable housing obligation, the Fourth Round Housing Element and Fair Share Plan provides a housing policy framework with a variety of options to provide affordable housing opportunities.

Through this Housing Element and Fair Share Plan, the Township promotes provision of a variety of housing types over a range of affordability, encourages the ongoing maintenance of the Township's existing housing stock, and formally acknowledges the constitutional obligation to provide a realistic opportunity for the provision of housing affordable to families of low and moderate income. As the Housing Element notes the Township has both naturally affordable housing, such as mobile home parks, and deed restricted affordable housing constructed as part of prior affordable housing rounds.

As noted in this Housing Element and Fair Share Plan, some of the compliance mechanisms from the prior rounds remain unbuilt. In order to address these unsatisfied obligations, the Fourth Round Housing Element and Fair Share Plan continues to rely on the existing Pinelands Development Ordinance, which ensures that affordable housing is constructed as part of new developments in the Township's RG-4 and RG-5 residential zoning districts, as well as several of the project specific compliance mechanisms identified in the amended Third Round Housing Element and Fair Share Plan adopted on July 2, 2024. To satisfy the Township's Fourth Round prospective need, the Fair Share Plan includes existing age-restricted housing projects which were previously constructed but unable to be credited because of the age-restricted cap, as well as existing transitional housings that are now eligible for credits under recent amendments to the Fair Housing Act. The Fair Share Plan also identifies opportunities to create new affordable housing through previously adopted redevelopment plans containing zoning that permits inclusionary development.

This Fourth Round Housing Element and Fair Share Plan will serve as the foundation for the Township's submission to the Superior Court of New Jersey and the Affordable Housing Dispute Resolution Program ("Program").

Introduction:

The Township has prepared a Fourth Round Housing Element and Fair Share Plan in accordance with the requirements set forth in the "Municipal Land Use Law" (N.J.S.A. 40:55D-28) ("MLUL"), the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.) ("FHA"), as amended by P.L. 2024 c.2, Administrative Directive #14-24, the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et. seq.), and the Fair Housing Act Regulations (N.J.A.C. 5:99.1 et seq.). This plan is an update to the Galloway Township 2024 Amended Housing Element and Fair Share Plan, adopted by the Planning Board on July 2, 2024, and endorsed by the Township Committee on July 9, 2024.

Pursuant to both the FHA and the MLUL, municipalities in New Jersey are required to include a housing element in their master plans. The principal purpose of the housing element is to describe the specific, intended methods that a municipality plans to use in order to meet its low- and moderate-income housing needs. Further, the housing element is meant to demonstrate the existing zoning or planned zoning changes that will allow for the provision of adequate capacity to accommodate household and employment growth projections, to achieve the goal of access to affordable housing for present and future populations.

A municipality's housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing, and shall contain at least:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing, as established pursuant to section 3 of P.L.2024, c.2 (C.52:27D-304.1);
- f. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing.
- g. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing

Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20);

- h. For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L.2004, c.120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands-conforming municipalities. This analysis shall include consideration of the municipality's most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan; and
- i. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

Demographic Characteristics

As indicated above, the FHA requires an analysis of housing and demographic data as part of any Housing Element. The 2020 Census and the US Census population estimates are the most recent available comprehensive database of this type of information for Galloway Township.

Table 1 below provides a comparison of population change in Galloway Township, Atlantic County and the State of New Jersey.

Table 1
Galloway Township, Atlantic County and New Jersey
Population Changes: 1940-2023

	Galloway Township		Atlantic County		New Jersey	
Year	Number	Change	Number	Change	Number	Change
1940	3457	-----	124,066	-----	4,160,165	-----
1950	4140	19.8%	132,399	6.7%	4,835,329	16.2%
1960	5634	36.1%	160,880	21.5%	6,066,782	25.5%
1970	8276	68.1%	175,043	8.8%	7,168,164	18.7%
1980	12176	68.0%	194,119	10.9%	7,365,011	2.7%
1990	23330	52.2%	224,327	15.6%	7,730,188	5.0%
2000	31209	74.8%	252,552	12.6%	8,414,350	8.9%
2010	37349	83.6%	274,549	8.7%	8,791,894	3.2%
2020	37813	1.2%	274,534	- 1.7%	9,288,994	5.7%
2023	37876	< 0.0%	275,213	0.2%	9,290,841	< 0.0%

*Source: US Census Bureau, Population Estimates Program
2020 Census Data
U.S. Census Bureau*

The age distribution within the Township indicates a younger population than both Atlantic County and the State. This can be attributed to the large increase in single family dwellings that have been constructed in the Township that are occupied by younger families. Approximately 31.4% of the population was over 55 years of age in 2023. The distribution of ages of persons in the Township is indicated in Table 2.

Table 2
Galloway Township
Population by Age Group: 2000-2023

	2000		2010		2020		2023	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Total Population	31,209	100%	37,349	100%	37,813	100%	37,780	100%
Sex								
- Male	14,984	48.0%	17,698	47.4%	17,781	47.0%	18,138	48.0%
-Female	16,225	52.0%	19,651	52.6%	20,032	53.0%	19,642	52.0%
Age								
Under 5	2,030	6.5%	1,844	4.9%	1,601	4.2%	774	2.0%
5-9 Years	2,345	7.5%	2,029	5.4%	1,933	5.5%	1,778	4.7%
10-14 Years	2,445	7.8%	2,406	6.4%	2,072	5.5%	2,836	7.5%
15-19 Years	2,599	8.3%	2,479	9.3%	3,291	8.7%	3,042	8.1%
20-24 Years	2,876	9.2%	3,561	9.5%	6,492	9.2%	3,690	9.8%
25-34 Years	3,791	12.1%	3,939	10.3%	4,327	1.5%	4,688	12.4%
35-44 Years	5,842	18.7%	4,464	12.0%	3,910	10.3%	3,912	12.4%
45-54 Years	4,116	13.2%	6,112	16.4%	4,298	11.4%	4,075	10.8%
55-59 Years	1,305	4.2%	2,476	6.6%	2,832	7.5%	2,711	7.2%
60-64 Years	1,030	3.3%	1,951	5.1%	2,864	7.6%	3,035	8.0%
65-74 Years	1,678	5.4%	2,801	7.6%	4,165	13.8%	3,858	10.2%
75-84 Years	915	2.9%	1,616	4.4%	2,218	5.9%	2,376	6.3%
85+ Years	237	0.8%	707	1.9%	810	2.1%	1,005	2.7%

Source: U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates
2020 Census Data
2010 Census Data
2000 Census Data

Non-family households make up 33.5% of the households in Galloway Township. This is lower than the County rate of 34.0% and higher than the State average 32.3%. In 2023, the average household size in Galloway Township is 2.50 persons/dwelling unit, while the County average is 2.47 and the State average is 2.61, making the average household in Galloway Township slightly larger than that of the County and smaller than that of the State.

Education:

Within Galloway Township's adult population (25 and over) 92.3% have received a high school diploma and 34.5% received a bachelor's degree or higher making the Township slightly better educated than the rest of Atlantic County. When compared to the County, 88.9% of the adult population has received a high school diploma and 31.2% of the adult population has received a bachelor's degree or higher.

Age of Housing:

Table 3 depicts the number of new housing units constructed between 2000 and 2020 for the Township, County and State.

Table 3
Galloway Township, Atlantic County and New Jersey
Housing Units: 2000, 2010 & 2020

Jurisdiction	Housing Units 2000	Housing Units 2010	Housing Units 2020	Increase	% Increase from 2000-2020
Galloway Twp.	11,406	14,132	14,584	3,178	27.9%
Atlantic County	114,090	126,647	132,038	17,948	15.7%
New Jersey	3,310,275	3,553,562	3,761,229	450,954	13.6%

*Source: 2020 Census Data
2010 Census Data
2000 Census Data*

As of 2023, approximately 47.9% of the Township's current housing stock was constructed prior to 1980, with 6.9% constructed prior to 1940. The Township therefore has what can be considered a newer housing stock, reflective of the recent population growth in the Township. The age of housing stock can be used as a gauge of the overall condition of housing in the community. In the case of Galloway Township a large percentage of homes have been constructed in recent years, and therefore have not endured the "wear and tear" that typically takes place over years.

Housing Tenure:

The 2020 Census data indicates that 13,679 housing units (93.8%) in the Township were occupied and 905 units (6.2%) were vacant. A total of 9,879 units (72.2%) of the occupied units are owner occupied with the additional 3,800 units (27.8%) occupied by renters.

Table 4
Galloway Township
Housing Tenure: 2000, 2010 & 2020

Galloway Township	2000 Units	2000 % of Total	2010 Units	2010 % of Total	2020 Units	2020 % of Total
Total Housing Units	11,406	100%	14,132	100.0%	14,584	100.0%
Occupied Housing Units						
-Owner Occupied	8,023	74.5%	10,014	76.6%	9,879	72.2%
-Renter Occupied	2,749	25.5%	3,053	23.4%	3,800	27.8%
-Total	10,772	100%	13,067	100.0%	13,679	100%
Vacant Housing Units	634	5.6%	1,065	7.5%	905	6.2%
Seasonal, Recreational Use	215	1.9%	441	3.1%	179	1.2%
Rental Vacancy Rate	5.2%	N/A	10%	N/A	7.0%	N/A
Household Size						
-Owner Occupied	2.81	N/A	2.71	N/A	2.69	N/A
-Renter Occupied	2.39	N/A	2.43	N/A	2.23	N/A

Source: 2020 Census Data
2010 Census Data
2000 Census Data

Physical Character of the Township Housing Stock

Table 5 provides an inventory of the age of the housing stock in Galloway Township.

Table 5
Galloway Township
Inventory of Housing Age: 2023

Year(s) Constructed	Number	Percent of Total
2020 or later	56	0.4%
2010-2019	357	2.5%
2000-2009	3,197	22.2%
1990-1999	2,157	15.0%
1980-1989	4,531	31.5%
1970-1979	1,462	10.2%
1960-1969	1,072	7.4%
1950-1959	523	3.6%
1940-1949	205	1.4%
1939 or earlier	842	5.8%

Source: US Census Bureau, 2023 American Community Survey 5-Year Estimates

In 2023, the median value of the owner-occupied units in Galloway Township was \$270,200. The median home value has increased since the release of the 2020 Census, which was \$200,500. While Galloway Township's average median home value is about

12.4% less than that of Atlantic County, it is significantly less than the average in New Jersey.

Table 6
Galloway Township, Atlantic County and New Jersey
Median Home Values: 2000, 2010, 2020 & 2023

Median Home Value	2000	2010	2020	2023	Percent Increase
Galloway Township	\$130,000	\$199,100	\$200,500	\$270,200	34.8%
Atlantic County	\$122,000	\$264,400	\$222,600	\$303,800	36.5%
New Jersey	\$170,800	\$357,000	\$355,700	\$427,600	20.2%

Source: US Census Bureau, 2023 American Community Survey 5-Year Estimates
2020 Census Data
2010 Census Data
2000 Census Data

As noted in Table 7 the majority of owner-occupied units are valued at less than \$500,000. Of the 11,106 units reported in the 2023 American Community Survey, 93.8% were valued at less than \$500,000.

Table 7
Galloway Township
Home Value of Specified Owner-Occupied Units: 2023

Value of Specified Owner Occupied Units	Number of Units	Percent of Total
Less than \$50,000	138	1.2%
\$50,000- \$99,999	385	3.5%
\$100,000- \$149,999	894	8.0%
\$150,000- \$199,999	1,139	10.3%
\$200,000- \$299,999	4,197	37.8%
\$300,000- \$499,999	3,667	33.0%
\$500,000- \$999,999	561	5.1%
Over \$1,000,000	125	1.1%

Source: US Census Bureau
2023 American Community Survey 5-Year Estimates
2020 Census Data

As noted in Table 8, the majority of the gross rents charged were less than \$2,000 per month. Of the 2,735 rental units reported in the 2023 American Community Survey, 80.8% of the units were rented at less than \$2,000.

Table 8
Galloway Township
Gross Rent of Specified Renter Occupied Units: 2023

Value of Occupied Rental Specified Units	Number of Units	Percent of Total
Less than \$500.00	103	4.1%
\$500.00-\$999.00	259	10.4%
\$1,000.00-\$1,499.00	786	31.4%
\$1,500.00-\$1,999.00	873	34.9%
\$2,000.00-\$2,499.00	345	13.8%
\$2,500.00-\$2,999.00	40	1.6%
\$3,000 or more	95	3.8%
No cash rent	234	--

*Source: US Census Bureau
2023 American Community Survey 5-Year Estimates
2020 Census Data*

The median gross rent in Galloway Township was \$1,559.00 in 2023. The median rent is higher than that of the Atlantic County average and lower than the New Jersey average.

Table 9
Galloway Township, Atlantic County and New Jersey
Median Rents: 2000, 2010, 2020 & 2023

Median Rent	2000	2010	2020	2023	% Change 2020-2023
Galloway Township	\$811.00	\$1,244.00	\$1,388.00	\$1,559.00	12.3%
Atlantic County	\$677.00	\$955.00	\$1,129.00	\$1,325.00	17.4%
New Jersey	\$751.00	\$1,092.00	\$1,368.00	\$1,667.00	21.9%

*Source: US Census Bureau, 2023 American Community Survey 5-Year Estimates
2020 Census Data
2010 Census Data
2000 Census Data*

Single family detached homes remain the dominant housing structure in the Township, representing 69.5% of total housing units. In addition, mobile homes account for 1.0% of the housing structures in the Township. Even though the mobile homes are not deed restricted for affordable housing, their presence makes it clear that the Township (1) has an abundance of naturally affordable housing, and (2) does not exclude low- and moderate-income households.

Table 10
Galloway Township
Types of Dwelling Units: 2023

Type of Unit	Number of Units	Percent of Total
1- Unit; detached	10,005	69.5%
1- Unit; attached	1436	10.0%
2 Units	144	1.0%
3 or 4 Units	552	3.8%
5 to 9 Units	1062	7.4%
10 to 19 Units	540	3.7%
20 or more Units	483	3.4%
Mobile Homes	138	1.0%
Boat, RV, Van, etc.	42	0.3%
Total	14,402	100%

*Source: US Census Bureau
2023 American Community Survey 5-Year Estimates*

Table 11 provides Census data regarding the condition of housing and whether units are overcrowded:

Table 11
Galloway Township
Condition of Housing: 2023

Characteristic	Number of Units
Overcrowded (> 1 person per room)	369
Total Units lacking complete plumbing	69
Total Units lacking complete kitchen	232

Source: US Census Bureau, 2023 American Community Survey 5-Year Estimates

According to the 2023 American Community Survey, the 2023 median household income in Galloway Township was \$90,622.00. Additionally, 6.9% percent of the Township's population is identified as living below the poverty level.

Units Affordable to Low- and Moderate-Income Households

Units are affordable to low and moderate-income households if the maximum sales price or rent is set within a specified formula as per UHAC regulations. A moderate-income household is a household whose gross family income is more than fifty percent (50%) of the median income, but less than eight-percent (80%) of median income for households of the same size within the housing region. A low-income household is a household whose gross family income is equal to or less than fifty-percent (50%) of the regional median gross household income for a household and a very-low income household is classified as earning less than thirty-percent (30%) of the median area income of the same size within the housing region. Galloway Township is in Region 6, which encompasses Atlantic, Cape May, Cumberland and Salem counties. The median household income in

Galloway Township in 2023 was \$90,622.00. Regional income limits for Region 6 are set forth in Table 12 below.

Table 12
2024 Affordable Housing Regional Income Limits
By Household Size

	1 Person	1.5 Person	2 Person	3 Person	4 Person
Median	\$68,852	\$73,770	\$78,688	\$88,524	\$98,360
Moderate	\$55,081	\$59,016	\$62,950	\$70,819	\$78,688
Low	\$34,426	\$36,885	\$39,344	\$44,262	\$49,180
Very Low	\$20,655	\$22,131	\$23,606	\$26,557	\$29,508

	4.5 Person	5 Person	6 Person	7 Person	8 Person
Median	\$102,294	\$106,228	\$114,097	\$121,966	\$129,835
Moderate	\$81,835	\$84,983	\$91,278	\$97,573	\$103,868
Low	\$51,147	\$53,114	\$57,049	\$60,983	\$64,917
Very Low	\$30,688	\$31,868	\$34,229	\$36,590	\$38,950

Source: AHPNJ, April 12, 2024

Based on the qualifying formula in N.J.A.C. 5:80-26, the monthly cost of shelter which includes mortgage (principal and interest), taxes, insurance and homeowners or condominium association fees, may not exceed twenty-eight percent (28%) of gross monthly household income based on a five percent (5%) down payment. In addition, moderate-income sales units must be available for at least three different prices and low-income sales units available for at least two different prices. The maximum sales prices must now be affordable to households earning no more than seventy-percent (70%) of median income. The sales prices must average fifty-five percent (55%) of regional median income.

Under UHAC regulations, rents including utilities may not exceed thirty-percent (30%) of gross monthly income. The average rent must now be affordable to households earning fifty-two percent (52%) of regional median income. The maximum rents must be affordable to households earning no more than sixty-percent (60%) of regional median income. In averaging fifty-two percent (52%), one rent shall be established for very-low-income unit, one rent may be established a low-income unit and one rent for a moderate-income unit, for each bedroom distribution. The utility allowance must be consistent with the utility allowance approved by DCA for its Section 8 program.

In addition, at least thirteen percent (13%) of all restricted units must be affordable to households earning no more than thirty-percent (30%) of median income.

Based upon the average household size of 2.50 in Galloway Township in 2023 and the regional limits, the median income in Region 6 for Galloway Township in 2024 is \$88,524. At a minimum, 3,461 owner occupied units and 2,021 renter occupied units

could be considered affordable to three person very-low-, low- and moderate-income households as indicated in Table 13. Of the 3,461 owner occupied units, 118 units could be considered affordable to three person very low income and low income and 3,343 units could be considered affordable to a three-person low income and moderate income. Of the 2,021 renter occupied units, 362 units could be considered affordable to three person very-low-income and low-income and 1,659 units could be considered affordable to a three person low-income and moderate-income. Based upon these numbers approximately 38.1% of the 14,402 units in the Township in 2023 are potentially affordable. Of these, a minimum of 480 units representing approximately 3.3% of the total units could be affordable to very low and low income households with the remaining 5,002 units representing approximately 34.7% could be affordable to low-income and moderate-income households. Although these figures are estimates and assumptions regarding household size have been made, it appears that the Township has significant numbers of affordable units, some of which are naturally affordable, and some of which can be counted as affordable housing credits.

Table 13
Galloway Township
Estimate of 2023 Housing Units Affordable to Low & Moderate Income Households
Information for Median Income, Mortgage and Rental Information

Income Level	Annual Income	
Median Household Income	\$90,622	
Moderate Income	\$45,311 - \$72,497	
Low Income	\$27,186 - \$45,311	
Very Low Income	< \$27,186	
Income Level	Affordable Monthly Rent	Affordable Monthly Mortgage
Moderate Income	\$1,132.78 - \$1,812.44	\$1,057.26 - \$1,691.60
Low Income	\$679.67 - \$1,132.78	\$634.35 - \$1,057.26
Very Low Income	< \$697.67	< \$634.35
Mortgage Status and Selected Owner Costs	Number of Units	Affordability
Owner Occupied Units with a Mortgage		
Less than \$500.00	0	Very Low Income
\$500.00-\$999.00	118	Some Very Low Income & Low Income
\$1,000.00-\$1,499.00	1,361	Some Low Income & Some Moderate Income
\$1,500.00-\$1,999.00	1,982	Some Moderate Income & Some Not Affordable
\$2,000.00-\$2,499.00	1,856	Not Affordable
\$2,500.00-\$2,999.00	1,047	Not Affordable
\$3,000.00 or more	992	Not Affordable
Not Mortgaged	3,750	Not Applicable
Renter Occupied Housing Units		Affordability
Less than \$500.00	103	Very Low Income
\$500.00-\$999.00	259	Some Very Low Income & Low Income
\$1,000.00-\$1,499.00	786	Some Low Income & Some Moderate Income
\$1,500.00-\$1,999.00	873	Some Moderate Income & Some Not Affordable
\$2,000.00-\$2,499.00	345	Not Affordable
\$2,500.00-\$2,999.00	40	Not Affordable
\$3,000.00 or more	95	Not Affordable
No Rent Paid	234	Not Applicable

Source: 2020 Census Data
2023 American Community Survey 5-Year Estimates

Housing Stock, Population & Employment Projections

Housing Unit Projections

The FHA requires that housing plans include a 10-year projection of new housing units based on the number of building permits, development applications approved, and probable developments, as well as other indicators deemed appropriate (N.J.S.A. 52:27D-310.b). Table 14 shows the balance of Certificates of Occupancy and Demolition Permits issued between 2013 and 2023. According to NJDCA permit data, 177 new units were certified, and 88 units were demolished. There is an annual average of 16 Certificates of Occupancy issued per year. If this rate were to remain relatively constant, the Township could see a net increase of 80 units by 2035.

Table 14
Galloway Township
Residential Construction Certificate of Occupancy
and Demolition Permits Issued: 2013-2023

Year	Certificates of Occupancy	Demolitions	Net New Dwellings
2013	29	11	18
2014	30	9	21
2015	15	4	11
2016	22	11	11
2017	20	9	21
2018	25	14	11
2019	5	6	-1
2020	12	2	10
2021	1	11	-10
2022	8	0	8
2023	10	1	9
Total	177	88	89
Annual Average	16	8	8

Source: New Jersey Department of Community Affairs, Division of Codes & Standards, Construction Reporter

Analysis of Existing Employment:

The 2023 American Community Survey data indicates that the civilian labor force (16 years and older) for Galloway Township and Atlantic County in 2023 were 20,014 and 145,774 respectfully. The Galloway Township civilian labor force represents 13.7% of the County civilian labor force. In 2023, the percent of the persons age 16 and over in the civilian labor force in Galloway Township was 62.7%. This average is lower than the County average of 64.1%. The Township had a lower unemployment rate than the County, rates were 3.7% (1,168 persons) and 4.1% (9,185 persons) respectfully.

The Census data distribution of occupational positions in Galloway Township generally reflects that of Atlantic County and the State. The largest difference, at the State level, comes in the service occupations. Approximately 25.5% of Galloway Township's labor

force works in service occupations compared to 15.5% of the State. This is primarily due to the casino industry as well as the tourist industry in Atlantic County.

Table 15
Galloway Township and Atlantic County
Civilian Labor Force Characteristics: 2023

	Galloway Twp.		Atlantic County	
	Number of Persons	Percent of Total	Number of Persons	Percent of Total
Labor Force	20,014	62.7%	145,774	64.1%
Employed	18,846	59.1%	134,927	60.1%
Unemployed	1,168	3.7%	9,185	4.1%

Source: US Census, 2023 American Community Survey 5-Year Estimates

Table 16
Galloway Township, Atlantic County and New Jersey
Occupation Distribution: 2023

Occupation	Galloway Twp.	Atlantic County	New Jersey
Management, business, science and arts occupations	40.2%	38.6%	47.4%
Service Occupations	25.5%	27.0%	15.5%
Sales and Office Occupations	18.0%	16.8%	19.0%
Natural resources, construction and maintenance occupations	7.7%	7.5%	6.9%
Production, transportation and material moving occupations	8.5%	10.1%	11.2%

Source: US Census, 2023 American Community Survey 5-Year Estimates

In 2023, the median household income in Galloway Township was \$90,622. However, there is a wide range of income levels, as 44.6% of the population make over \$100,000 and 5.9% make under \$25,000. The distribution of household income is indicated in Table 17.

Table 17
Galloway Township
Household Income: 2023

Household Income	Number	Percent
Less than \$10,000	275	2.0%
\$10,000- \$14,999	322	2.3%
\$15,000- \$19,999	221	1.6%
\$20,000 - \$24,999	522	3.8%
\$25,000- \$34,999	597	4.3%
\$35,000-\$49,999	1,387	10.0%
\$50,000- \$74,999	2,372	17.1%
\$75,000- \$99,999	1,972	14.2%
\$100,000- \$149,999	3,076	22.2%
\$150,000 or more	3,097	22.4%

Source: US Census, 2023 American Community Survey 5-Year Estimates

As mentioned in the 'Analysis of Existing Employment' section, data from the 2023 American Community Survey data indicates a civilian labor force (those in the population above the age of 16) of 20,014, of which 59.1% were employed. Classifications of workers by occupation distribution can be referenced in Table 18 which lists occupation by industry of workers in the Township.

Table 18
Galloway Township
Employment Classification: 2023

Industry	Number of Employees	% of Total Employed
Agriculture, forestry, fishing, hunting and mining	13	0.1
Construction	1504	8.0
Manufacturing	690	3.7
Wholesale Trade	281	1.5
Retail Trade	2065	11.0
Transportation, warehousing and utilities	898	4.8
Information	285	1.5
Finance, Insurance, Real Estate and Rental/Leasing	894	4.7
Professional, scientific, management, administrative and waste management services	1531	8.1
Educational services, health care and social assistance	5298	28.1
Arts entertainment, recreation, accommodation and food services	3640	19.3
Other services except public administration	797	4.2
Public Administration	950	5.0

Source: US Census, 2023 American Community Survey 5-Year Estimates

Population and Employment Projections

The South Jersey Transportation Planning Organization (“SJTPO”) is the Metropolitan Planning Organization for the southern New Jersey region, which contains all municipalities in the Counties of Salem, Atlantic, Cape May, and Cumberland. The SJTPO publishes population and employment forecasts for each county and municipality in the region. Between 2020 and 2060, the SJTPO projects a population decrease, and significant employment growth throughout the region. In Galloway Township, the SJTPO projects local employment growth of 5,239 jobs (+32.2%) with a decrease in population. As shown in Table 19, the Township is expected to experience an employment increase (+32.2%) higher than what is projected to occur throughout the County (+25.1%).

Table 19
Galloway Township
Population and Employment Projections: 2020-2060

Location	Population			Employment		
	Estimate 2020	Projected 2060	Percent Change	Estimate 2020	Projected 2060	Percent Change
Galloway Township	37,813	36,765	- 2.8%	16,283	21,522	+ 32.2%
Atlantic County	274,534	266,014	- 3.1%	150,987	188,855	+ 25.1%
SJTPO Region	588,786	557,050	- 5.4%	310,002	378,855	+ 22.2%

Source: SJTPO Population and Employment Projections 2020-2060

Lands Most Appropriate for Affordable Housing

In general, sites that are most appropriate for affordable housing are those that have the necessary infrastructure and are not encumbered by environmental constraints. Within the Township, the Regional Growth Area located within the Pinelands, as well as Planning Area 1 and Planning Area 2 within the CAFRA portion of the Township, are appropriate locations for affordable housing. These are the areas that the State has, for the most part, encouraged growth.

In 2018, an Ordinance was adopted to amend the Zoning Code for the qualifying development projects in a Pinelands regional growth area, village or town to provide a twenty percent (20%) affordable housing set-aside, consistent with Section 329.9 of the FHA. See attached Appendix C. The Township uses its zoning code to meet affordable housing needs by requiring residential development in certain districts in the Pinelands area of the Township to provide affordable housing as is required by the FHA.

Multigenerational Family Housing Continuity

The FHA requires the Housing Element and Fair Share Plan to provide an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the

recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of 23 section 1 of P.L.2021, c.273 (C.52:27D-329.20).

A review of the Township's ordinance indicates that there are no ordinances that would specifically create a detraction from meeting the Commission's goal of allowing senior citizens to reside at the homes of their extended families. The ordinances in Galloway Township do not detract from the multigenerational family continuity goal. The Township should update its land use ordinance to expand the areas where accessory apartments and in-law suites are permitted uses.

FAIR SHARE PLAN

Affordable Housing and Fair Share Plan

In 1975, in the case Southern Burlington County NAACP v. Township of Mt. Laurel (Hereinafter "Mt. Laurel I"), the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide for the construction of low- and moderate-income housing. The court's 1983 Mt. Laurel II decision expanded the obligation in ruling that all municipalities share in this constitutional obligation to provide a realistic means for addressing a fair share of the regional present and prospective need for housing affordable to low- and moderate-income families provided that any portion of the municipality is located in a "growth area" as set forth in the SDGP. As such, through a municipality's zoning and land use regulations, it is to be realistically possible, through provision of a variety of housing choices, for all categories of people within Housing Region 6 (including Salem, Cumberland, Cape May and Atlantic counties) to live if they choose in the Township of Galloway. In 1985, the New Jersey legislature codified this constitutional obligation through adoption of the FHA. The FHA was recently amended in 2024 to further delineate the manner in which a municipality can satisfy its affordable housing obligations.

Galloway Township received substantive certification from the Council on Affordable Housing (COAH) for its first round 1987-1993 affordable housing obligation on March 13, 1989. The Galloway Township Planning Board adopted a Housing Element and Fair Share Plan on June 5, 2000 that addressed Galloway's second round cumulative obligation of 409 units that included a rehabilitation component of 81 units and a new construction obligation of 328 units. COAH granted substantive certification to Galloway's second round Housing Element and Fair Share Plan on December 15, 2004.

On March 23, 2006 the Planning Board adopted an amendment to their certified housing element, which was endorsed by the Governing Body on March 28, 2006. The amendment included the use of a 61-unit Regional Contribution Agreement (RCA) and provided four (4) Habitat for Humanity homes to address the shortfall that results from the use of the RCA. This plan was certified by COAH on October 11, 2006. However the RCA was never completed and the regulations no longer permit the use of RCA's to satisfy a housing obligation. Thereafter, COAH became defunct and in 2015, the New Jersey Supreme Court transferred authority over municipal affordable housing compliance from COAH to the Courts. In 2024, the FHA was amended to abolish COAH and to create a new program through the Courts to address municipal affordable housing obligations.

Galloway Township has consistently remained in compliance with the rules and regulations governing affordable housing in New Jersey. The following timeline demonstrates the Township's efforts to remain compliant:

- The Township received its first substantive certification from COAH on March 13, 1989 under the first round of regulations (1987-1993).

- The Township prepared and adopted a Development Fee Ordinance on February 3, 1993, which was approved by COAH on April 16, 1992.
- The Township of Galloway submitted for substantive certification under the Round 2 regulations (1987-1999) for a total of 409 units on June 6, 2000 and was granted substantive certification on December 15, 2004, which did not expire until December 15, 2010.
- Galloway Township adopted a Spending Plan in January of 2005 which received COAH approval on April 13, 2005.
- The Township amended its Round 2 Plan to include the use of a Regional Contribution Agreement (now no longer valid) on March 23, 2006. Objections were filed by FSHC. This plan was approved by COAH on October 11, 2006.

*FSHC appealed COAH's approval of the amended plan. During the appeal legislation was adopted that invalidating the use of RCA's in 2008. The legal appeals were not resolved by the Court until the February 7, 2011 ruling of the Superior Court of NJ Appellate Division Docket No. A-1252-08T1 and A-1290-08T1.

- The Township amended their Development Fee Ordinance on March 13, 2007 which was approved by COAH on December 7, 2006.
- The Township adopted a Round 2 Plan amendment and Round 3 Plan on April 26, 2007. This plan was submitted to COAH for substantive certification on May 11, 2007.

*COAH did not act on the plan as submitted due to the January 25, 2007 New Jersey Appellate Court ruling which required COAH to amend in part the effective COAH regulations.

- The Township of Galloway adopted a Third Round Fair Share Plan on December 18, 2008 and petitioned to COAH for substantive certification on December 31, 2008. COAH determined the Township's submission to be complete on March 3, 2009.

*COAH has not approved this plan. The status of this plan filing places Galloway Township as a "Participating" municipality under the Courts March 10, 2015 decision.

- The Township prepared and adopted an amended Spending Plan on August 23, 2011 which was approved by COAH on August 26, 2011.
- The Township filed a Motion for Declaratory Judgment on June 22, 2015.

- The Township executed a Settlement Agreement with Fair Share Housing Center (hereinafter “FSHC”) on December 12, 2017. The Township entered a settlement agreement which was approved by the Court at a Fairness Hearing on January 3, 2018.
- The Planning Board then adopted a HEFSP consistent with that 2017 Settlement Agreement on May 3, 2018. That Settlement Agreement and Housing Plan established the Township’s affordable housing obligation and mechanisms to satisfy the obligation.
- The Third Round Midpoint Review, prepared by CME Associates, dated June 30, 2020, and updated October 26, 2021, included new mechanisms for meeting the Township’s obligation. Several of the sites identified in the Midpoint Review Report were determined to no longer have the realistic development potential to satisfy the Township’s obligation before 2025. As a result, the Township executed an amended Settlement Agreement with FSHC dated March 24, 2023 (“2023 Settlement Agreement”).
- The 2023 Amended HEFSP, adopted on April 20, 2023 by way of Resolution No. 6A-23, was prepared to replace several existing affordable housing plan mechanisms, with several new plan components to address the loss and revisions to the Township’s Third Round affordable housing obligations as detailed herein.
- During compliance of the 2023 Amended HEFSP, it was determined that in order to provide a realistic development opportunity for affordable housing, the 2018 HEFSP and 2023 Amended HESFP needed to be revised again. Another amended Settlement Agreement was entered into between the Township and FSHC June 2024 (“2024 Amended Settlement Agreement”). This 2024 Amendment to Galloway Township’s 2023 Amendment to the 2018 HEFSP and 2023 Amended HEFSP has been prepared to be consistent with the 2024 Amended Settlement Agreement.
- This Housing Element and Fair Share Plan has been prepared to address the Fourth Round obligation set forth by the DCA, and to address the Township’s compliance with the Prior Round and Third Round obligations.

Galloway Township’s Affordable Housing Fair Share Obligations

A municipality’s affordable housing obligation is comprised of three components: Rehabilitation Obligation, the Prior Round Obligation, the Third Round Obligation and the Fourth Round Prospective Need Obligation.

Galloway Township’s total fair share affordable housing obligation is derived as follows:

- The Township has a Rehabilitation obligation of 260 units
- The Township has a Prior Round (First and Second Rounds) obligation of 328 units
- The Township has a Third Round obligation of 884 units
- The Township has a Fourth Round obligation of 89 units

Rehabilitation

The Township set its Fourth Round prospective need obligation at 260 units pursuant to Resolution #051-52, adopted on January 21, 2025. On March 27, 2025, the Court confirmed 260 as the Township’s rehabilitation share for the Fourth Round. In order to satisfy its 260-unit Rehabilitation Obligation, the Township intends to continue participation in the Atlantic County Improvement Authority’s program. The Atlantic County Improvement Authority (“ACIA”) has been responsible for administering the rehabilitation program throughout Atlantic County through their “Owner Occupied Housing Rehabilitation Program”. It will also create an educational program with notices delivered to the senior center notifying residents of the opportunity to participate in the Township’s rehabilitation program. A portion of the Affordable Housing Trust Funds have been set aside for this purpose.

Prior Rounds & Fourth Round Obligation

As stated in the 2024 Amended HEFSP, the Township has a prior round (1987-1999) affordable housing obligation of 328 units and a Third Round (2000-2025) obligation of 884 units for a total obligation of 1,212 units, as per the Settlement Agreement dated December 12, 2017, and the most recent Amended Settlement dated June 7, 2024. On January 21, 2025, the Township adopted Resolution #051-25, which set the Township’s Fourth Round prospective need obligation at 89 units. Currently, the Township’s total obligation is 1,301 units.

Table 20: Township of Galloway Affordable Housing Obligation				
	Total Obligation	Prior Round (First and Second Round)	Third Round Need	Fourth Round Need
Obligation	1,301	328	884	89
Less Prior Cycle Credits	60	60	0	0
Total Obligation	1,241	268	884	89
Rental Minimum – 25%	310	67	221	22
Age-Restricted Maximum – 30%	314	67*	221**	26
Maximum Bonus – 25%	310	67*	221	22

* The Prior Round Age Restricted Maximum and Maximum Bonus were capped at 25% of the adjusted total obligation of 268 units.

** The Third Round Age-Restricted Maximum was 25% of the total obligation

Housing Strategy:

Affordable Housing Caps and Requirements

In accordance with the requirements of the FHA, Galloway Township will address the following:

- A. This plan requires that thirteen percent (13%) of all the affordable units required to be produced as part of the Fourth Round prospective need, with the exception of units constructed as of July 1, 2008, and units subject to preliminary or final site plan approval as of July 1, 2008, will be very low income units (defined as units affordable to households earning thirty percent (30%) or less of the regional median income be household size), with half of the very low income units being available to families.
- B. Bonus credits in this plan have been calculated in accordance with N.J.A.C. 5:93-5.15(d).
- C. This Fair Share Plan will ensure that at least fifty percent (50%) of the units addressing the Fourth Round prospective need obligation will be affordable to a combination of very-low-income and low-income households, while the remaining affordable units will be affordable to moderate-income households.
- D. This Fair Share Plan will ensure that a minimum of twenty-five percent of the Township's Round 4 fair share obligation will be met through rental units, including at least half in rental units available to families.
- E. This Fair Share Plan will ensure that at least half of the units addressing the Township's Fourth. Round Prospective Need Obligation will be available to families.
- F. This Fair Share Plan complies with the Fourth Round age-restricted cap of thirty percent (30%).

The housing strategy outlined herein addresses the Township's 260-unit Rehabilitation Obligation, 328-unit Prior Round Obligation, 884-unit Third Round Obligation, and the 89-unit Fourth Round Obligation. Below are the mechanisms the Township has put in place to address the affordable housing obligations.

Addressing the Present Need Obligation:

The purpose of a rehabilitation program is to rehabilitate substandard housing units occupied by very-low, low- and moderate-income households. A substandard housing unit is defined as a unit with health and safety violations that require the repair or replacement of a major system. A major system includes a roof, plumbing, heat, electricity, sanitary plumbing and/or a load bearing structural system. Upon rehabilitation, housing deficiencies are corrected and the unit is brought up to New Jersey Uniform Construction Code standards.

Based on the DCA's calculation for the municipality's present need, a rehabilitation component of two hundred sixty (260) units was accepted by the Township. The Township plans to satisfy this obligation as follows:

- A. The Township will continue its efforts to rehabilitate the two hundred sixty (260) units during the ten-year Judgment of Compliance and Repose period via its continued participation in the Atlantic County Improvement Authority's rehabilitation program and/or through other rehabilitation programs selected by the Township.
- B. In addition, the Township proposes utilizing some of the Affordable Housing Trust Fund monies to create a rehabilitation program to be administered by the Township's municipal housing liaison. The Township has hired Triad as the Administrative Agent for this purpose, who will assist the Township in preparing a rehabilitation manual for this program. The rehabilitation manual is attached hereto as Appendix C.

Addressing the Prior Round Obligation

The Township has a Prior Round obligation of 328 units, which it has addressed as follows:

Prior Cycle Credits (1980-1986)

In the 2004 certified plan, as amended in 2006, Galloway received prior cycle credits for 60 units of eligible housing. These credits were the result of a Credits without Control survey conducted in April of 2001 with a mailing to 888 dwelling units. The Township received responses from 171 households. After review by COAH staff, a total of 60 households were found to meet the income and survey criteria.

Alternative Living Arrangements/Supportive Housing - Existing

The Township has worked to establish numerous opportunities for special needs housing. The Township has assisted with approvals and financing on these projects. All of these projects have been constructed and are occupied.

ARC of Atlantic County (371 S. Odessa) – (3 credits plus 3 bonus credits)

Located at 371 S Odessa Avenue (Block 467.02, Lot 5), this facility contains three (3) bedrooms. The site received a certificate of occupancy on June 21, 1985. This is a community residence for developmentally disabled adults. The property is licensed by the State of New Jersey Department of Human Services under the Division of Developmental Disabilities and received capital funding carrying the appropriate deed restrictions. See Appendix G of the 2018 Housing Element and Fair Share Plan.

Bayview Cottages III – (3 credits plus 3 bonus credits)

Bayview Cottage 3 is located at on 609 S. New York Road and contains three (3) bedrooms. This is a boarding home for low- and moderate-income individuals. It has been licensed by the New Jersey Department of Community Affairs since July 28, 1998. The facility provides housing to adult clients and contains a 30-year deed restriction for low- and moderate-income individuals. See Appendix H of the 2018 Housing Element and Fair Share Plan.

Hansen House - Men – (10 credits plus 10 bonus credits)

The Hansen House Men's Facility is located at 411 Aloe Street (Block 457, Lot 3.03) and contains ten (10) units. The men's facility received a certificate of occupancy on October 12, 2004. The facility provides housing for drug and alcohol rehabilitation. The property contains a thirty (30) year deed restriction for occupancy to low- and moderate-income individuals. See Appendix N of the 2018 Housing Element and Fair Share Plan.

Seashore Elder Living Supportive Needs – (10 credits plus 10 bonus credits)

Seashore Gardens is a non-profit organization with a facility at 22 West Jimmie Leeds Road. This facility provides ten housing units for special needs individuals, which qualifies for supportive housing credits. See Appendix D attached hereto.

Existing Affordable Units

Most of the Township's compliance mechanisms have been constructed and are occupied by very-low, low- and moderate-income households. These compliance mechanisms include both age-restricted and family units. In addition, these compliance mechanisms include a mix of both rental units and for-sale units.

Aloe Village (Block 156, Lot 2) – (67 credits)

Aloe Village is a 152-unit age-restricted and developmentally disabled complex known located at 1311 Aloe Street in the South Egg Harbor portion of the Township. The complex is a 100% affordable age-restricted/developmentally disabled rental community. The community has received financing through the Rural Rental Housing Loan program

and remains restricted in occupancy and income through February 20, 2040. As part of Prior Round, the Township is received credit for 67 units from Aloe Village, leaving 85 units available to carry over into future rounds. All units within the development are able to benefit from the Township's subsidy program for affordability assistance as permitted through the Affordable Housing Trust Fund. All 152 units are constructed and occupied. See Appendix C of the 2018 Housing Element and Fair Share Plan. See Appendix C attached to the 2018 Housing Element and Fair Share Plan.

Habitat for Humanity - (5 credits)

The Township of Galloway has successfully worked with Habitat for Humanity in creating affordable housing opportunities. All of the units constructed by Habitat for Humanity carry thirty (30) year deed restrictions for occupancy by low- and moderate-income families. The following units have been constructed:

- 302 Orange Tree Avenue (Block 775, Lot 8.01) Certificate of Occupancy dated September 4, 2003.
- 430 Tulip Avenue (Block 716, Lot 2) Certificate of Occupancy dated November 30, 2007.
- 444 Tulip Avenue (Block 715, Lot 2) Certificate of Occupancy dated January 6, 2009.
- 421 Upas Avenue (Block 615, Lot 9) Certificate of Occupancy dated August 12, 2010.
- 300A Yam Avenue (Block 606, Lot 5.01) Certificate of Occupancy dated September 18, 2012.

See Appendix E of the 2018 Housing Element and Fair Share Plan.

Society Hill Galloway Phases II and III/Wrangleboro Estates (57 credits)

In the 1980's Galloway Township approved Society Hill Galloway Phase II and III/Wrangleboro Estates. The affordable housing obligation was set through the PUD approval per the requirements of the Coastal Area Facilities Review Act and NJDEP (CAFRA). There are a total of 57 affordable units within these developments. The units are for-sale family units. The affordability controls for these units recently expired and were released by the Township. See Appendix E attached hereto.

Proposed but Unbuilt Compliance Mechanisms

There are two compliance mechanisms from the Prior Round which remain unbuilt. However, one of these compliance mechanisms is currently under construction.

Wrangleboro Road 100% Affordable – 41 credits

This 198-unit family rental development was approved by the Township's Planning Board on February 29, 2024, and is currently under construction. The bedroom and income mixes will meet all UHAC requirements and were submitted to the Court as part of the

Declaratory Judgment Action on August 16, 2024. This property was purchased by the Township using Affordable Housing Trust Fund money and the project was funded by low-income tax credits. Deed restrictions were placed on all three (3) phases of the project and recorded on November 1, 2024. See Appendix G attached hereto.

Nantucket at Galloway – 22 credits

The Nantucket at Galloway redevelopment project was anticipated to provide 60 affordable units. The latest amendment to the Redevelopment Plan includes the 20% set aside for the residential development, which consists of 150 apartment units, yielding 30 affordable family rental units, 22 of which will be used to satisfy the Prior Round obligation. A Redevelopment Agreement was executed between the Township and the developer to construct this project. Copies of the Redevelopment Agreement and First Amendment thereto were submitted to the Court as part of the Declaratory Judgment Action on August 16, 2024. The developer is working towards obtaining approval from the Pinelands. As such, this project remains a realistic opportunity for affordable housing.

The existing units were applied to the Prior Round obligations as detailed in Table 21.

Table 21
Galloway Township
Prior Round Affordable Housing Unit Crediting

Prior Round Obligation	Units	Bonuses	Rental	Senior	Special Needs	Family
Special Needs Housing						
ARC of Atlantic County - 371 Odessa	3	3	3		3	
Bayview Cottage III	3	3	3		3	
Hansen House - Men	10	10	10		10	
Seashore Elder Living - Supportive Needs	10	10	10		10	
Subtotal	26	26	26	0	26	
Credits without Prior Controls - Prior Cycles						
Various Addresses	60					
Subtotal	60	0	0	0	0	60
Senior Projects						
Aloe Village	67		67	67		
Subtotal	67	0	67	67	0	
Family Projects						
Wrangleboro Road (41 of 198)	41	41	41			41
Habitat for Humanity - various addresses	5					5
Nantucket (Smithville PUD) (22 of 30)	22		20			22
Society Hill Galloway (40 out of 57)	40					40
Subtotal	108	41	20	0	0	108
TOTALS	261	67	113	67	26	168

TOTAL CREDITS AND UNITS

328

Addressing the Third Round Obligation

Galloway Township has a Third Round (1999-2025) Obligation of 884 units and has address said obligation as follows:

Alternative Living Arrangements/Supportive Housing - Existing

The Township has worked to establish numerous opportunities for special needs housing. The Township has assisted with approvals and financing on these projects. All of these projects have been constructed and are occupied.

ARC of Atlantic County - 11 credits and 8 bonus credits

- ARC I - Located at 527 Tenth Avenue (Block 948, Lots 25.01) is a facility that contains four (4) bedrooms. This property received a certificate of occupancy in 2010. The property is licensed by the State of New Jersey Department of Human Services under the Division of Developmental Disabilities and carries a 30-year deed restriction. See Appendix G of the 2018 Housing Element and Fair Share Plan.
- ARC III - Located at 529 Tenth Avenue (Block 948, Lots 25.03) is a facility that contains four (4) bedrooms. This property received a certificate of occupancy in 2010. The property is licensed by the State of New Jersey Department of Human Services under the Division of Developmental Disabilities and carries a 30-year deed restriction. See Appendix G of the 2018 Housing Element and Fair Share Plan.
- ARC IV - Located at 527 Forest Brook Drive (Block 1064.02, Lot 7) is a facility that contains four (4) bedrooms. The property received a certificate of occupancy on June 3, 1997. The property is licensed by the State of New Jersey Department of Human Services under the Division of Developmental Disabilities. This facility was licensed and operated for a minimum period of 10 years.

Bayview Cottages I and II – (14 credits)

Bayview Cottage I is located at 615 S. New York Road and contains seven (7) bedrooms. This is a residential health care facility licensed since July 28, 1998 by the Department of Health and Senior Services. The facility provides housing to adult clients who are low- and moderate-income individuals. Bayview Cottage I was licensed and operated for a minimum period of 10 years before it closed. Deed restrictions were put in place in 2004. This project has 7 units. Licensing information and deed restrictions were provided to the Court in the Third Round Declaratory Judgment Action on September 16, 2024.

Bayview Cottage II is located at 613 S. New York Road and contains seven (7) bedrooms. This is a Class C boarding home for low- and moderate-income individuals. It has been licensed by the New Jersey Department of Community Affairs since July 28, 1998. The facility provides housing to adult clients who are low- and moderate-income individuals. Bayview Cottage II was licensed and operated for a minimum of ten years

before it closed. Deed restrictions were put in place in 2004 This project has 7 units. Licensing information and deed restrictions were provided to the Court in the Third Round Declaratory Judgment Action on September 16, 2024.

Career Opportunity Development, Inc. (CODI) – 8 credits plus 8 bonus credits

- Located at 106 West Jimmie Leeds Road (Block 638, Lot 5), this facility contains three (3) bedrooms. The site received a certificate of occupancy on December 7, 1994. This is a community residence for developmentally disabled adults. The property is licensed by the State of New Jersey Department of Human Services under the Division of Developmental Disabilities and received capital funding carrying the appropriate deed restrictions. See Appendix I of the 2018 Housing Element and Fair Share Plan.
- Located at 233 West White Horse Pike (Block 563, Lot 15) this facility contains five (5) bedrooms. The site received a certificate of occupancy on March 2, 1995. This is a community residence for developmentally disabled adults. The property is licensed by the State of New Jersey Division of Mental Health Services and received capital funding carrying the appropriate deed restrictions. See Appendix I of the 2018 Housing Element and Fair Share Plan.

Caring Inc. – 18 credits plus 18 bonus credits

- Caring I - Located at 500 E. East Summerwood Avenue (Block 1164, Lot 37.06) this facility contains four (4) bedrooms. The site received a certificate of occupancy on November 26, 2002. This is a community residence for developmentally disabled adults. The property is licensed by the State of New Jersey Department of Human Services and carries the appropriate deed restrictions. See Appendix J of the 2018 Housing Element and Fair Share Plan.
- Caring II - Located at 506 Second Avenue (Block 939, Lot 13) this facility contains four (4) bedrooms. The site received a certificate of occupancy on March 26, 2009. This is a community residence for developmentally disabled adults. The facility is licensed by the NJ Department of Human Services and carries the appropriate deed restrictions. See Appendix J of the 2018 Housing Element and Fair Share Plan.
- Caring III - Located at 406 First Avenue (Block 979, Lot 7) this facility contains four (4) bedrooms. The site received a certificate of occupancy on June 12, 2012. This is a community residence for developmentally disabled adults. The facility is licensed by the NJ Department of Human Services and carries the appropriate deed restrictions. See Appendix J of the 2018 Housing Element and Fair Share Plan.
- Caring IV - Located at 513 Pitney Road (Block 997.02, Lot 19.02) this facility contains six (6) bedrooms. The site received a certificate of occupancy on March 31, 2015. This is a community residence for developmentally disabled adults. The

facility is licensed by the NJ Department of Human Services and carries the appropriate deed restrictions. A copy of the deed restriction was provided to the Court in the Third Round Declaratory Judgment Action on September 16, 2024.

Collaborative Support Programs – 3 credits plus 3 bonus credits

Located at 303 East Crestview Avenue (Block 943, Lot 1.01) , this facility contains three (3) bedrooms. The site received a certificate of occupancy on May 1, 2002. This is a community residence for developmentally disabled adults. The property is licensed by the State of New Jersey Department of Human Services and was funded through a HUD Section 8111 program carrying the appropriate deed restrictions. See Appendix L of the 2018 Housing Element and Fair Share Plan.

Community Options, Inc. – 3 credits plus 3 bonus credits

Located at 711 Osprey Court, this facility contains three (3) bedrooms. The site received a certificate of occupancy on July 8, 1997. This is a community residence for developmentally disabled adults. The property is licensed by the State of New Jersey Department of Human Services under the Division of Developmental Disabilities and received capital funding carrying the appropriate deed restrictions. See Appendix K of the 2018 Housing Element and Fair Share Plan.

Developmental Resource Center- 4 credits plus 4 bonus credits

Located on 343 S. New York Road, this facility contains four (4) bedrooms. The site received a certificate of occupancy on February 15, 1991. This is a community residence for developmentally disabled adults. The property is licensed by the State of New Jersey Department of Human Services under the Division of Developmental Disabilities and received capital funding carrying the appropriate deed restrictions. See Appendix M of the 2018 Housing Element and Fair Share Plan.

Hansen House Women – 10 credits plus 10 bonus credits

The Hansen House Woman’s Facility is located at 411 Aloe Street (Block 457, Lot 3.03) and contains ten (10) bedrooms. The woman’s facility received a certificate of occupancy on November 29, 2005. The facility provides housing for drug and alcohol rehabilitation. The property contains a thirty (30) year deed restriction for occupancy to low- and moderate-income individuals. See Appendix N of the 2018 Housing Element and Fair Share Plan.

Mary’s Manor, 122 S. Odessa Avenue – 4 credits plus 4 bonus credits

This mechanism is included in the Third Round Obligation. The affordable controls commenced on December 8, 2021 and the deed restriction is for 30 years. This project has 4 units. The property received a certificate of occupancy on March 9, 2023. The property is licensed by the State of New Jersey Department of Human Services under the

Division of Developmental Disabilities. A copy of the deed restriction was provided to the Court in the Third Round Declaratory Judgment Action on September 16, 2024.

Existing Affordable Units

Many of the Township's Third Round compliance mechanisms have been constructed and are occupied by very-low, low- and moderate income households. These compliance mechanisms include both age-restricted and family units. In addition, these compliance mechanisms include a mix of both rental units and for-sale units.

Heritage Village – (99 credits)

In 2015 the Township approved a Redevelopment Plan for property located at 290 W. White Horse Pike, which would permit the construction of 100 age-restricted affordable housing units by Community Investment Strategies. This project received local land use board approvals and was awarded NJ HMFA Funding in August of 2017. The project was constructed in 2020 and produced 99 age-restricted affordable units. Deed restrictions were provided to the Court in the Third Round Declaratory Judgment Action on September 16, 2024.

Seashore Gardens – (46 credits)

In 2011 the Township approved Seashore Gardens for the construction of 58 affordable units; 46 Independent age-restricted units and 12 Supportive Housing Units. This was completed using Affordable Housing Trust Fund money to offset the Pineland's Development Credits and local Board approvals. Ultimately, there were 48 independent living units created and only 10 supportive housing units. A deed restriction was placed on the property in 2010. See Appendix D of the 2018 Housing Element and Fair Share Plan. However, because of the age-restricted cap, only 46 of these units can be utilized, which leaves 2 units to be carried over.

Countryside Meadows (Presbyterian Homes) – (76 credits)

Countryside Meadows was constructed in 1996 and consisted of 84 age-restricted rental units. Because of the age-restricted cap, only 76 units were used for the Third Round, which leaves 8 units remaining to carry into the Fourth Round. A copy of the Deed Restriction is attached hereto as Appendix F.

Market-to-Rental – (7 credits plus 7 bonus credits)

The Township implemented a Market to Affordable – Rental program with Ron Rukenstein and Associates. The following properties are now available as affordable rentals with the appropriate deed restrictions for occupancy by low- and moderate-income families.

- 10 Arapaho Court

- 11 Iroquois Court
- 16 Iroquois Court
- 71 Iroquois Court
- 64 Mattix Run
- 151 Sussex Place
- 129 Iroquois Drive

See Appendix F of the 2018 Housing Element and Fair Share Plan for a copy of the deed restrictions for these units.

Proposed but Unbuilt Compliance Mechanisms

ARC of Atlantic County - 4 credits

ARC II - Located at 527A Tenth Avenue (Block 948, 25.02) is a property owned by the ARC of Atlantic County, who also owns the adjoining properties on Tenth Avenue. The ARC will consider the potential of constructing a third facility on this property consisting of 4 bedrooms. At such time that the ARC of Atlantic County prepares to complete this development, the Township of Galloway will work with them in securing development approvals as needed.

Wrangleboro Road 100% Affordable – 157 credits

This 198-unit family rental development was approved by the Township's Planning Board on February 29, 2024, and is currently under construction. The bedroom and income mixes will meet all UHAC requirements and were submitted to the Court as part of the Declaratory Judgment Action on August 16, 2024. This property was purchased by the Township using Affordable Housing Trust Fund money and the project was funded by low income tax credits. Deed restrictions were placed on all three (3) phases of the project and recorded on November 1, 2024. See Appendix G attached hereto.

Nantucket at Galloway – 8 credits

The Nantucket at Galloway redevelopment project was anticipated to provide 60 affordable units. The latest amendment to the Redevelopment Plan includes the 20% set aside for the residential development, which consists of 150 apartment units, yielding 30 affordable family rental units, 8 of which will be used to satisfy the Third Round obligation. A Redevelopment Agreement was executed between the Township and the developer to construct this project. Copies of the Redevelopment Agreement and First Amendment thereto were submitted to the Court as part of the Declaratory Judgment Action on August 16, 2024. The developer is working towards obtaining approval from the Pinelands. As such, this project remains a realistic opportunity for affordable housing.

Pinelands Zoning – 169 credits

The Township will maintain the local ordinance which requires that any housing development within the Pinelands Regional Growth Areas provide a 20% set-aside of affordable housing units. Based upon Pinelands projections of the regional growth areas in Galloway it is anticipated that the current zoning would generate the opportunity for an estimated 169 affordable housing units. The estimated growth from this ordinance includes properties within the R and R1 zoning districts and does not include the expected development within the Assumption Church site or Nantucket Redevelopment Area. The Township is currently in the design and permitting phase of a sanitary sewer extension in the Pinehurst area. The project will provide sewer service in the R and R1 zoning districts where none currently exists. New housing units will be constructed once the utility improvements are installed and the Township will see an increase in the construction of both market rate and affordable housing in this area of the Township. The project is funded by the Pinelands Infrastructure Trust and construction is anticipated to begin in 2027.

Homes for All, 208 E. Jimmie Leeds Road – 5 credits

This property is located at 208 E. Jimmie Leeds Road and is owned and operated by Homes for All. The site contains a single-family dwelling with accessory attached apartment, and a detached former garage with one ground level apartment and two apartments above it. Homes for All rents the house and four apartment units to qualified low-income residents.

Table 22
Galloway Township
Third Round Affordable Housing Unit Crediting

Third Round Obligation	Units	Bonuses	Rental	Senior	Special Needs	Family
Special Needs Housing - Existing						
ARC of Atlantic County - 527 Tenth Ave	4	4	4		4	
ARC of Atlantic County II - 527A Tenth Ave	4	0	4		4	
ARC of Atlantic County III - 529 Tenth Ave	4	4	4		4	
ARC of Atlantic County - 527 Forest Brook	3		3		0	
Bayview Cottage II (613 S. New York)	7	0	0	0	7	
Bayview Cottage I (611 S. New York)	7	0	0	0	7	
Career Opportunity Dev Inc I - 106 W. Jimmie Leeds Road	3	3	3		3	
Career Opportunity Dev Inc II - 233 W. White Horse Pike	5	5	5		5	
Caring Inc I (Block 1164, Lot 37.06 - 500 E. Summerwood)	4	4	4		4	
Caring Inc II (Block 939, Lot 13 - 506 Second)	4	4	4		4	
Caring Inc III (Block 979, Lot 7 - 406 First Avenue)	4	4	4		4	
Caring Inc IV (Block 997.02, Lot 19.02 - 513 Pitney)	6	6	6		6	

Caring - (Block 941, Lot 26.03 - 611 A Sixth Avenue) (moved to 4 th Round)	0		0		0	
Collaborative Support Programs	3	3	3		3	
Community Options Inc	3	3	3		3	
Development Resource Center	4	4	4		4	
Hansen House Women	10	10	10		10	
Mary's Family (aka Mary's Manor) - 122 S. Odessa	4	4	4		4	
Subtotal	79	58	65	0	76	0
Senior Projects						
CIS Heron Pines / Heritage Village	99		99	99		
Seashore Gardens Independent Living	46		46	46		
Countryside Meadows/Presbyterian Homes (76 of 84)	76		76	76		
Subtotal	221	0	221	221	0	0
Family Projects						
Wrangleboro Road (157 of 198)	157	156	157			142
Society Hill Galloway (17 of 57)	17					17
Nantucket (Smithville PUD) (8 of 30)	8		8			8
Pinelands Inclusionary Zoning	169					169
Society Hill Galloway/Ruckenstein	7	7	7			7
Homes For All (replacement compliance mechanism)	5		5			5
Subtotal	363	163	177	0	0	348
TOTALS	663	221	463	221	76	348
TOTAL CREDITS AND UNITS	884					

Addressing the Fourth Round Obligation

Although Galloway only has an 89 unit prospective Fourth Round obligation, it has existing affordable units that have been constructed, as well as zoning currently in place that provides a realistic opportunity for the provision of 130 physical units and 22 bonus credits, for a total of 152 credits. Galloway Township has a Fourth Round (2025-2035) Obligation and will address said obligation as follows:

Transitional Housing - Existing

John Brooks Recovery Center, 526 S. Sixth Avenue – 4 credits

This property is an existing transitional living house with four bedrooms located at 526 S. Sixth Avenue. The property is licensed by the State of New Jersey as a Rooming and Boarding House. Annual inspections are conducted by the DCA. In accordance with the new legislation, in the Fourth Round, municipalities can count credits for transitional housing for up to 10% of the fair share obligation.

Smithville House, 337 N. New York Road – 4 credits

This property is an existing transitional living house with four bedrooms located at 337 N. New York Road. The property is licensed by the State of New Jersey as a Rooming and Boarding House. Annual inspections are conducted by the DCA. In accordance with the new legislation, in the Fourth Round, municipalities can count credits for transitional housing for up to 10% of the fair share obligation.

Existing Affordable Units

Aloe Village – 18 credits plus 2 bonus credits

Aloe Village is a 152-unit age-restricted and developmentally disabled complex known located along Aloe Street in the South Egg Harbor portion of the Township. The complex is a 100% affordable age-restricted/developmentally disabled rental community. The community has received financing through the Rural Rental Housing Loan program and remains restricted in occupancy and income through February 20, 2040. Because of the age-restricted cap, the Township is receiving credit for 18 units from the remaining 85 available remaining units within Aloe Village. This leaves 67 units that can be carried over into future rounds. All units within the development are able to benefit from the Township's subsidy program for affordability assistance as permitted through the Affordable Housing Trust Fund. See Appendix C attached to the 2018 Housing Element and Fair Share Plan.

Countryside Meadows (Presbyterian Homes) – (8 credits)

Countryside Meadows was constructed in 1996 and consisted of 84 age-restricted rental units. Because of the age-restricted cap, only 76 units were used for the Third Round, and

the remaining 8 units are being used in the Fourth Round. A copy of the Deed Restriction is attached hereto as Appendix F.

Alternative Living Arrangements/Supportive Housing - Proposed

Caring Inc. – 5 credits

Caring V - Located at 611A Sixth Avenue (Block 941, Lot 26.03) this facility contains five (5) bedrooms. The site received a certificate of occupancy in 2020. This is a community residence for developmentally disabled adults. The facility is licensed by the NJ Department of Human Services. Although the Township has made numerous attempts to secure a deed restriction for this facility, these attempts have been unsuccessful. Therefore, this compliance mechanism will be removed from the Third Round and will be moved to the Fourth Round, where it can be finalized as a compliance mechanism once it has been licensed and operational for at least ten (10) years, which is anticipated to be in the year 2030.

Inclusionary Development- Proposed

Route 9 (New York Road Redevelopment Area (formerly BANR Mixed Use) – 6 credits

This site, containing approximately 1.9 total acres is located on New York Road (New Jersey State Highway Route 9) on the eastern side of the Township. The site is known as 611 South New York Road, 613 South New York Road, and 615 South New York Road, and is situated within the Township's CC-2 Community Commercial-2 zoning district. The parcels currently contain an existing dilapidated structure and the remaining portion of the site is wooded. The site does appear to have approximately 0.85 acres of wetlands along the western side of the site, nearly 1.33 acres of the site are uplands according to NJDEP mapping, leaving the majority of the property available for development. On September 24, 2019, the site was designated as a non-condemnation redevelopment area by way of Resolution No. 284-19.

Recently, the site was acquired by a new property owner who approached the Township requesting to redevelop the site. By way of Ordinance #2120-2023, adopted on December 12, 2023, the Township Council adopted a more specific plan for a portion of the Redevelopment Area known as Block 1007.03, Lots 37, 38 & 39, by way of a plan entitled "Route 9 (New York Road) Redevelopment Area BANR New York Road Redevelopment Plan," dated November 8, 2023. This Redevelopment Plan permits construction of a 20-unit apartment complex consisting of 14 market rate units and 6 affordable housing units on the two lots. It also permits construction of supportive needs housing, which given the size of the area could fit at least two (2) houses containing at least three (3) bedrooms each. Regardless of which development is undertaken, the zoning under the Redevelopment Plan creates a realistic opportunity for the creation of at least six (6) affordable units.

Two of the three parcels, 613 South New York Road, and 615 South New York Road, both contain a deed restriction limiting its use to affordable housing. The site is within a designated sewer service area and is within a Planning Area 2 designation of the State Development and Redevelopment Plan, making it an appropriate location for infill housing. Surrounding the property is a mix of small community commercial businesses and single-family residential uses along New York Road.

All development would be consistent with NJ RSIS, or appropriate waivers would be sought through the planning board's site plan approval process.

The Township is currently in the process of negotiating a Redevelopment Agreement with the property owner. Although title to the site is held by three separate entities, all three entities are affiliates of each other. It is anticipated that 6 affordable homes will be constructed on this site. A site suitability analysis is attached hereto as Appendix H.

Grand Woods / DR Horton – 24 credits

The site is known as Lot 1.01 in Block 951.01 and contains a total area of 47.85 acres. This site is located along Penns Wood Road and Adams Avenue in the Township's PCR Planned Commercial Recreation zoning district. The land is currently vacant and wooded, and is situated off Jimmie Leeds Road between Absegami High School and the Garden State Parkway. The site does appear to have a large area of wetlands and forested area which will need to be preserved, leaving approximately half of the property available for development. On June 12, 2018, the site was designated as a non-condemnation redevelopment area by way of Resolution No. 185-18.

A Redevelopment Plan was adopted for the site on August 13, 2024, by way of Ordinance #2139-2024, which authorized the construction of a 130-unit townhouse and a 24-unit affordable apartment development. Thus, under current zoning, the site is approvable for 24 affordable units. A copy of the original concept plan is included in Appendix I.

The site is within a designated sewer service area and is within the Planning Area 2 designation of the State Development and Redevelopment Plan, making it an appropriate location for development. Surrounding the property is primarily residential and commercial uses along Jimmie Leeds Road, and single-family residences to the south, making it a suitable location.

All development would be consistent with NJ RSIS, or appropriate waivers would be sought through the Planning Board's site plan approval process.

Trocki Mixed Use – 14 credits

This site is located along the White Horse Pike in the southeastern end of the Township, at the intersection with Cheltenham Avenue. The site has frontage on both the White

Horse Pike and on Cheltenham Ave. The land is currently vacant and wooded, and sits behind the Hangtime Bar and Grill. The site does appear to have approximately 3.3 acres of wetlands along a stream on the eastern side of the site, nearly 11 acres of the site are uplands according to NJDEP mapping, leaving the majority of the property available for development. On September 11, 2018, the site was designated as a non-condemnation redevelopment area by way of Resolution No. 187-18.

A Redevelopment Plan was adopted for the site on October 27, 2020, by way of Ordinance #2039-2020, which authorized the construction of a 2 story, approximately 40,000 s.f. medical office/commercial building and a 4-story, 48-unit residential building that would include a 15% set aside of at least 7 affordable units.

Thereafter, the property owner approached the Township requesting to revise the portion of the project containing the 40,000 s.f. medical office/commercial building to include more residential units. The Township is currently in the process of preparing a Redevelopment Plan and a Redevelopment Agreement with the property owner to allow a revised project that would include a 3-story mixed use building with 10,000 s.f. of first floor commercial and approximately 44 residential units, including a 15% set aside of at least 6 affordable units. The new mixed-use building would occupy the footprint of the prior medical/commercial building and would utilize the same site layout as the prior proposal. A copy of the concept plan is attached hereto as Appendix J.

On December 12, 2023, by way of Ordinance 2119-2023, the Township adopted an amendment to the Redevelopment Plan to allow a mixed use commercial and residential development with up to 93 multi-family units with a 15% set aside for affordable housing. Under this amended Redevelopment Plan, it is anticipated to produce 14 affordable housing units.

The site is within a designated sewer service area and is within a Planning Area 1 designation of the State Development and Redevelopment Plan, making it an appropriate location for infill housing. Surrounding the property is primarily small commercial uses on the White Horse Pike, and single-family residences to the north, east, and west, making it a suitable location.

All development would be consistent with NJ RSIS, or appropriate waivers would be sought through the planning board's site plan approval process.

It is anticipated that 14 affordable homes will be constructed on this site.

Assumption Church site – 48 credits

This site consists of approximately 20.5 acres of vacant parcels known as Block 527, Lots 1, 7, & 11; Block 528, Lots 3, 4, 5, 6, 7, 8, & 9. Previously, in 2010, the Township designed the entire Township as an area in need of rehabilitation by way of Resolution No. 300-2010. A Redevelopment Plan was adopted for the property, by way of Ordinance 2051-2021, to permit the construction of commercial uses and 240 multi-family housing

units. The Redevelopment Plan included a 20% set-aside requirement for affordable housing and would result in the construction of 48 affordable housing units.

The site was the previous location of the Assumption Church and School, which has since been demolished. The property does not contain any wetlands, and no wetlands exist within 300 feet of the site.

The site is within a designated water and sewer service area, and situated in a Pinelands Village area and the properties are zoned HC-2 Highway Commercial. According to the Pinelands Commission, this is an area appropriate for infill residential, commercial and industrial development. The areas surrounding the property are primarily commercial along the White Horse Pike frontage, and residential development adjacent to the commercial, making it a suitable location. This site is also adjacent to the New Jersey Transit Rail Line.

All development would be consistent with NJ RSIS, or appropriate waivers would be sought through the planning board's site plan approval process.

It is anticipated that 48 affordable homes will be constructed on this site. A copy of the concept plans submitted with the previously approved Redevelopment Plan is attached hereto as Appendix K.

Homes for All, 116 W. Jimmie Leeds Road – 1 credit

This property is located at 116 W. Jimmie Leeds Road and is owned and operated by Homes for All. The site contains a 3-bedroom house. Homes for All rents the house to a qualified low-income resident.

Table 23
Galloway Township
Fourth Round Affordable Housing Unit Crediting

Fourth Round – 89 Units	Special Needs	Family	Rentals	Senior	Units	Bonus Credits	Total Credits
Special Needs Housing - Proposed							
Caring, Inc. – 611A Sixth Avenue	5		5		5		5
Subtotal	5	0	5	0	5	0	5
Senior Projects - Existing							
Countryside Meadows/Presbyterian Homes				8	8		8
Aloe Village		16	16	16	16	2	18
Subtotal	0	16	16	24	24	2	26
Transitional Housing - Existing							
John Brooks Recovery Center – 526 S. Sixth Avenue		4	4		4		4

Smithville House -337 N. New York Road		4	4		4		4
Subtotal	0	8	8	0	8	0	8
Family Projects							
Grand Woods		24	24		24	13	37
Trocki Mixed Use	14	14	14		14	7	21
Homes for All – 116 W. Jimmie Leeds Road		1	1		1		1
BANR Mixed Use		6	6		6		6
Assumption Church site		48	48		48		48
Subtotal	14	93	93	0	93	20	113
TOTALS	19	117	122	24	130	22	152

Affordable Units Available for use Towards the Fifth Round

In addition to the potential 63 excess credits that could be produced in the Fourth Round, the Township also has several existing age-restricted credits that can be used towards the future Fifth Round.

Windsor Health – 16 credits

Windsor Health constructed an assisted living facility known as Ridgewood Senior Living at Historic Smithville located at 705 E. Moss Mill Road. A Certificate of Occupancy was issued in 2024. Per the state law on licensing assisted living residences since 2001, the reservation of 10% of the beds for Medicaid-eligible individuals is required. Any beds reserved is recognized as providing low- and moderate-income housing requirements. The assisted living facility is required to reserve 16 of the 160 beds for this purpose.

Unused Aloe Village – 67 Credits

The deed restriction in the Aloe Village Project runs through February 20, 2040. Because of the age-restricted cap, there are 67 unused units that can be carried over into future rounds.

Unused Seashore Gardens – (2 credits)

The deed restriction placed was placed on the Seashore Gardens project in 2010 and runs for a period of 45 years, expiring in 2055. through 2045. Because of the age-restricted cap, there are 2 unused units that can be carried over into future rounds.

Consideration of Lands Appropriate for Affordable Housing

Consistent with smart growth principles, the Township has chosen to intersperse affordable housing throughout existing residential neighborhoods in the Township and in proximity to transportation corridors including the N.J. Transit bus service stops, U.S. Route 9 (New York Road), U.S. Route 30 (White Horse Pike) and Tilton Road, as well as a site near the Township's Middle School and High School. These areas of the Township provide the greatest number of employment opportunities and services.

The Township has analyzed whether inclusionary zoning and the development of 100% affordable housing sites would serve the Township to address its fair share obligation. Based on available lands, existing deed restrictions and existing Redevelopment Agreements, the Township has determined that a combination of these types of development would be appropriate to satisfy the Township's fair share obligation. The Township has identified properties for affordable housing development with a balance of residential to non-residential land uses. Although other sites were offered and parties have contacted the Township for inclusion in the affordable housing plan, these sites were determined to be unsuitable or undesirable for the production of affordable housing, and/or did not provide a realistic opportunity for the construction of affordable housing. The sites included in this plan were identified as those which provided for the most realistic opportunity for the Township to meet and exceed the Township's affordable housing obligations. Because the Township has identified projects which met and exceeded the Township's current affordable housing obligations, it is unnecessary to include any other sites or projects.

Most of the sites identified in this Housing Element and Fair Share Plan have already been constructed. Those that have not been constructed include Nantucket (Smithville PUD), BANR Mixed-Use, Trocki, Grand Woods and the Assumption School site. Wrangleboro Road is currently under construction. For one of these projects, Nantucket (Smithville PUD), the Township has already executed Redevelopment Agreements with the developer for the construction of their proposed project. As for the BANR Mixed-Use project, a portion of that property is already deed restricted for use as affordable housing and the Township is in the process of negotiating a Redevelopment Agreement with the property owner. Similarly, the Township is in the process of negotiating a Redevelopment Agreement for the Trocki Project. The Assumption School site has been the subject of a Redevelopment Plan adopted by the Township.

Very Low-Income Units

Pursuant to the amended FHA (P.L. 2008, c.46), the Township must ensure that at least 13% of affordable housing units approved and constructed (or to be constructed) after July 17, 2008, are available to very low-income households. The Township will exceed the requirement that 13% of units be available to very low-income households in both the Third Round and Fourth Round.

Per the more recently amended FHA (P.L. 2024, c.2) at N.J.S.A. 52:27D-329.1, at least half of very low-income units addressing the Fourth Round Prospective Need must be “available for families with children.” To meet this requirement, the Township will continue to pursue affordable housing opportunities for family rental units.

Table 24
Galloway Township
Very Low-Income Requirements

Site	Total Affordable Units	Very Low-Income Units (13%)
Nantucket (Smithville PUD)	30	4
Wrangleboro Road	198	26
Pinelands Inclusionary Zoning	169	22
Seashore Housing Independent Living	46	5
CIS Heron / Heritage Village	99	11
Trocki	14	2
BANR Inclusionary	6	1
Society Hill / Ruckenstein	7	3
Caring Inc. IV (block 997.02, Lot 19.02)	6	1
ARC of Atlantic County – 527 Tenth, 527A Tenth, 529 Tenth Avenues & 527 Forest Brook	15	0
Grand Woods	24	4
Homes for All – 208 E. Jimmie Leeds Road	3	0
Homes for All – 116 W. Jimmie Leeds Road	1	0
Windsor Health (Medicare Beds)	16	16
Assumption Site	48	6
Caring 611A Sixth Avenue	5	0
Total	687	96

Income and Bedroom Distribution

The Township will continue to follow the UHAC rules and regulations and ensure that the new affordable housing developments will comply with N.J.A.C. 5:93-7.2 through 7.3.

Affordable Housing Administration and Affirmative Marketing

Galloway Township currently has a Court-approved Affordable Housing Ordinance, Chapter 57 of the Township Code (see Appendix L). The Affordable Housing Ordinance governs the establishment and occupancy of the affordable units in the Township, including, but not limited to, the phasing of affordable units, the mix of very-low-, low- and moderate-income units, bedroom distribution, occupancy standards, affordability controls, rents and sales prices, affirmative marketing, and income qualification. The Affordable Housing Development Fees are contained in the Township’s Code in Chapter 233 Land Development (See Appendix L).

The Township will prepare an updated Affordable Housing Ordinance in accordance with the DCA's proposed new regulations (N.J.A.C. 5:99), and UHAC's new 2025 regulations, once the DCA and HMFA finalize their rule proposals.

The Township has provided draft ordinances to reflect changes set forth in the FHA, the Affordable Housing Regulations and the amendments to UHAC. (See Appendix M)

The Township shall adopt by resolution an updated Affirmative Marketing Plan. The Township's Administrative Agent designated by the Township of Galloway, or any Administrative Agent appointed by a specific developer, shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.

The Township has appointed a Municipal Housing Liaison by resolution (see Appendix N). The Township does have a contract with Triad Associates to conduct the administration and affirmative marketing of its affordable housing sites. The affirmative marketing plans are designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units located in the Township. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in the Township's housing region, Region 6, consisting of Atlantic, Cape May, Cumberland, and Salem counties.

The Affirmative Marketing Plan lays out the random-selection and income qualification procedure of the administrative agent, which is consistent with COAH's rules and N.J.A.C. 5:80-26.1. All newly created affordable units will comply with the minimum 30-year (or 40-year for rentals) affordability control required by UHAC, N.J.A.C. 5:80-26.1 *et seq.* This plan must be adhered to by all private, nonprofit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit.

State Development and Redevelopment Plan

This Housing Element and Fair Share Plan is consistent with the 2001 State Development and Redevelopment Plan (SRDP) and the draft proposed SDRP as the proposed projects and zoning mechanisms will provide the opportunity for the construction of affordable housing.

The SDRP has accepted the Pinelands Management Areas and incorporated them into the State Plan Policy Map. Since the half of Galloway Township is within the Pinelands Areas, the SDRP "acknowledges the special statutory treatment accorded to the New Jersey Pinelands under the Pinelands Protection Act" and relies exclusively on the adopted plans and regulations of the Pinelands Commission to implement statewide goals and objectives in those Pinelands Management Areas.

Galloway Township is also located in the PA-2 Suburban Planning Area. Per the SDRP, the intent for PA-2 is to:

- provide for much of the State’s future redevelopment;
- promote growth in Centers and other compact forms;
- protect the character of existing stable communities;
- protect natural resources;
- redesign areas of sprawl;
- reverse the current trend towards further sprawl;
- revitalize cities and towns;

Galloway Township also consists of areas which are in the PA-4 Rural Planning Area and the PA-5 Environmentally Sensitive Planning Area. Development in these areas is very limited due to the lack of sanitary sewer and other utility infrastructure.

The Township continues to encourage the development of affordable housing in the PA-2. This is consistent with the overall SRDP goal to direct redevelopment and growth into areas where infrastructure can support the development and support services such as open space, retail shopping and public transportation are within walking distance. Most of the Township’s development is concentrated in the PA-2 Suburban Planning Area since the

In 2018, the Township amended the zoning in the R and R-1 zoning districts, situated in the Pinelands Regional Growth Area, to allow the development of affordable housing. This zoning has resulted in several projects which have provided affordable units within these zoning districts.

Cost Generation

The Township’s Subdivision of Land and Site Plan Review and Zoning ordinances have been reviewed to eliminate unnecessary cost generating standards. The Township will amend, if needed, the Planning Board rules for expediting the review of development applications for affordable housing projects, including, but not limited to, scheduling special monthly public hearings. All development applications containing affordable housing shall be reviewed for consistency with the Township’s ordinances, Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.) and the FHA regarding unnecessary cost-generating requirements.

Once the DCA and HMFA finalize their rule proposes, the Township will revise its Subdivision of Land and Site Plan Review and Zoning ordinances, if needed, in accordance with the DCA’s proposed new regulations (N.J.A.C. 5:99), and UHAC’s new 2025 regulations in order to comply with the new requirements to address cost-generative issues.

Spending Plan

The Township has prepared a Fourth Round Spending Plan (Appendix O), which discusses anticipated revenues, collection of revenues, and the use of revenues, in accordance with N.J.A.C. 5:93-5.1(c). All collected revenues are placed in the Township's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Fourth Round Spending Plan. Once DCA and HMFA finalize their rule proposals (anticipated after June 30, 2025), the Township will prepare an updated spending plan in accordance with DCA's proposed new regulations at N.J.A.C. 5:99, UHAC's new 2025 regulations that are anticipated to be released shortly, as well as to address any terms of the court-approved Third Round FSHC agreement or any order of the Court or the Affordable Housing Mediation Program.

The Township may, in the future, seek to amend its Spending Plan and obtain court approval to use its affordable housing trust funds for the following additional permitted affordable housing activities, including new, emergent affordable housing activities, subject to applicable limitations and minimum expenditures. N.J.S.A. 52:27D-329.2 permits the use of revenues generated by a development fee ordinance for activities that address the municipal fair share obligation including, but not limited to, rehabilitation, new construction, improvement to land, roads and infrastructure for affordable housing, assistance to render units more affordable, and administrative costs of housing plan implementation.

A minimum of 30% of the collected development fees must be used to provide affordability assistance to low- and moderate-income households in affordable housing units included in the Township's Fair Share Plan. A minimum of one-third (1/3) of the affordability assistance must be utilized for very-low-income units.

No more than 20% of the revenues collected each year from development fees shall be spent on administrative fees, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a rehabilitation program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program.

The adoption of the Township's Spending Plan will constitute a commitment for expenditure pursuant to N.J.S.A. 52:27D-329.2. The four-year deadline to commit and expend collected fees for emerging compliance mechanisms shall commence upon the entry of the Superior Court's Fourth Round Judgment of Compliance and Repose and/or Compliance Certification.

Summary

Through the proposed mechanisms addressed in this Housing Element and Fair Share Plan, the Township will be able to satisfy its Rehabilitation, Prior Round, Third Round and Fourth Round Prospective Need affordable housing obligations by 2035 providing for a realistic opportunity for the production of very low-, low- and moderate-income units within the Township.

APPENDIX A

Fourth Round DJ Complaint and Township Resolution Committing to Fourth Round Obligations

Erin E. Simone (019222003)
 esimone@maleygivens.com
 MALEY GIVENS, P.C.
 1150 Haddon Avenue, Suite 210
 Collingswood, NJ 08108
 (856) 854-1515
 Attorney for Plaintiff

IN THE MATTER OF THE TOWNSHIP OF GALLOWAY’S DETERMINATION OF 4 TH ROUND AFFORDABLE HOUSING OBLIGATIONS	NEW JERSEY SUPERIOR COURT LAW DIVISION ATLANTIC COUNTY DOCKET NO.: Civil Action (AFFORDABLE HOUSING) COMPLAINT FOR A DECLARATORY JUDGMENT AND PARTICIPATION IN THE AFFORDABLE HOUSING DISPUTE RESOLUTION PROGRAM
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Plaintiff, the Township of Galloway (“Plaintiff” or the “Township”), a municipal corporation and body public organized by way of Complaint says:

JURISDICTION

1. Jurisdiction is established pursuant to the New Jersey pursuant to the New Jersey Declaratory Act, N.J.S.A. 2A:16-50, et seq.
2. Jurisdiction is further established pursuant to N.J.S.A. 304.1(f)(b) and New Jersey Court Directive #14-24, dated December 13, 2024.

BACKGROUND

3. In 1975 the Supreme Court of New Jersey in South Burlington County N.A.A.C.P. v. Township of Mount Laurel, 67 N.J. 151 (1975), ruled that the developing Municipalities in the State of New Jersey exercising their zoning power, in general, had a constitutional obligation to provide a realistic opportunity for the construction of their fair share of the region's low and

moderate income housing needs.

4. In 1983, the Supreme Court refined that constitutional obligation in South Burlington County N.A.A.C.P. v. Township of Mount Laurel, 92 NJ. 158 (1983), to apply to those municipalities having any portion of their boundaries within the growth area as shown on the State Development Guide Plan.

5. In 1985, the New Jersey Legislature adopted, and the Governor signed, the Fair Housing Act ("FHA") N.J.S.A. 52:2D-301 et seq. which transformed the judicial doctrine which became known as the "Mount Laurel doctrine" into a statutory one and provided an alternative administrative process in which municipalities could elect to participate in order to establish a Housing Element and Fair Share Plan ("HEFSP") that would satisfy its constitutional obligation by creating an administrative agency known as the Council on Affordable Housing ("COAH") to develop regulations to define the obligation and implement it.

6. On March 20, 2024, the New Jersey Legislature amended the FHA by way of P.L. 2024, c.2, to create a new Affordable Housing Dispute Resolution Program (the "Program") to facilitate the resolution of affordable housing obligations in the Fourth Round. See N.J.S.A. 304.1(f)(b) and N.J.S.A. 52:27D-313.2.

7. The Fourth Round obligations run from July 1, 2025 to July 1, 2035. N.J.S.A. 304.2(b).

8. Pursuant to N.J.S.A. 304.1(f)(b), a municipality who as adopted a resolution pursuant to N.J.S.A. 304.1(f)(a), which sets forth the basis for a municipality's calculation of its Fourth Round affordable housing obligations, may file an action with the Program regarding the resolution and the municipality's calculation of its Fourth Round affordable housing obligations.

9. N.J.S.A. 52:27D-304.1(c) requires the Department of Community Affairs (“DCA”) to prepare its own calculation of the regional need and each municipality’s Present Need and Prospective Need obligations for the Fourth Round.

10. Additionally, N.J.S.A. 52:27D-304.1(a) requires each municipality to determine its Present Need and Prospective Need, as defined in N.J.S.A. 304(j) for its Fourth Round affordable housing obligations pursuant to the methodology set forth in N.J.S.A. 52:27D-304.2 and N.J.S.A. 52:27D-304.3, and this determination must take into consideration, but is not required to adopt, the calculations published by the DCA.

11. N.J.S.A. 52:27D-304.2(a) and N.J.S.A. 52:27D-304.3(a) & (b) requires that municipal Present Need “be determined by estimating the deficient housing units occupied by low- and moderate-income households in the region...” using a methodology similar to the methodology used to determine Third Round municipal Present Need, using the most recent dataset of the American Community Survey (ASC) and the Comprehensive Housing Affordability Strategy (CHAS) dataset of the federal decennial census.

12. As set forth in N.J.A.C. 5:94, present need was determined by considering the following characteristics: “(1) *Persons per Room*. 1.01 or more persons per room in housing units built 1939 or before. These are old units that are overcrowded. (2) *Plumbing Facilities*. Inadequate plumbing sufficient for rehabilitation is indicated by incomplete plumbing facilities, i.e., lack of hot and cold piped water, flush toilet or bathtub/shower. (3) *Kitchen Facilities*. Inadequate kitchen facilities signaling rehabilitation are indicated by the non-presence of kitchen facilities within the unit, or the nonpresence of one of three components: a sink with piped water, a stove, or a refrigerator.”

13. N.J.A.C. 5:97 changed the overcrowding methodology to include any house that is over 50 years old, and since the Fourth Round starts in 2025, the overcrowding methodology

should include houses that were built in 1975 or older.

14. N.J.S.A. 52:27D-304.2(b)(2) requires calculating regional Prospective Need by determining the projected household change for the Fourth Round period by calculating the household change between the most recent federal decennial census and the second-most recent federal decennial census, and dividing the result by 2.5.

15. N.J.S.A. 52:27D-304.3(c) requires calculation of the municipal Perspective need by calculating: (1) the municipality's equalized nonresidential valuation factor; (2) the municipality's income capacity factor; and (3) the municipality's land capacity factor.

16. A municipality's equalized nonresidential valuation factor is to be calculated pursuant to N.J.S.A. 52:27D-304.3(c)(2) by calculating the changes in the nonresidential property valuations within the municipality using data from the Division of Local Government Services, beginning in 1999 and dividing it by the region's change in equalized nonresidential valuation.

17. N.J.S.A. 52:27D-304.3(c)(3) requires the municipal income capacity factor to be determine using data from the most recent American Community Survey; and

18. Moreover, N.J.S.A. 52:27D-304.3(c)(4) requires the municipal land capacity factor to be determined using the "land use / land data cover data" most recently published by the Department of Environment Protection, American Community Survey and Comprehensive Affordability Strategy dataset; MOD-IV Property Tax List data from the Division of Taxation, and construction permit data from the DCA.

19. In October 2024, the DCA published its calculations on its website, https://www.nj.gov/dca/dlps/4th_Round_Numbers.shtml, setting forth proposed fair share obligations for the Fourth Round, and according to these calculations, Galloway Township had a Present Need of 260 units and a Prospective Need of 89 units.

20. DCA also published the methodology it used to calculate the Fourth Round affordable housing obligations on its website at https://www.nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf.

21. On January 21, 2025, the Township of Galloway (the “Township”) adopted Resolution #051-25, which set forth the Township’s calculations of its Present Need and Prospective Need for the Fourth Round. A copy of this Resolution is attached hereto as **Exhibit A**.

22. Galloway Township is located in Region 6, which encompasses Atlantic County, Ocean County, Cumberland County and Salem County.

23. Resolution #051-25 considered the calculations prepared by the DCA and accepted the Present Need and Prospective Need obligations as calculated by the DCA for the 4th Round.

24. The Township desires to participate in the Program.

COUNT ONE

25. Plaintiff hereby incorporates Paragraphs 1 through 24 above as if fully set forth at length herein.

26. The Township has adopted Resolution #051-25 in compliance with the requirements N.J.S.A. 52:27D-304.1(a) utilizing the methodology set forth in N.J.S.A. 52:27D-304.2 and N.J.S.A. 52:27D-304.3.

27. The Township has adopted the calculations of the Department of Community Affairs for determining the Township’s Present and Prospective Need.

28. The Township has a Present Need of 260 units for the Fourth Round.

29. The Township has a Prospective Need of 89 units for the Fourth Round.

30. The Township is entitled to a declaratory judgment declaring that Resolution #051-25 fully complies with the FHA regarding the calculation of the Township’s Fourth Round Present Need and Prospective Need and that the Township’s Present Need and Prospective Need shall be

determined in accordance with Resolution #051-25.

31. N.J.S.A. 52:27D-304.1(f)(1)(a) requires that the resolution setting forth the municipal affordable housing formulas shall also bind the municipality to adopt a housing element and fair share plan.

32. Pursuant to N.J.S.A. 52:27D-304.1(f)(2)(a), a municipality is entitled to file is Housing Element and Fair Share Plan with the Program on or before June 30, 2025.

33. Likewise, N.J.S.A. 52:27D-304.1(f)(2)(a) permits a municipality to file with the Program on or before June 30, 2025, drafts of the proposed ordinances and resolutions designed to implement the compliance mechanisms set forth in the adopted Housing Element and Fair Share Plan.

34. Resolution #051-25 directs the Township Clerk to take action necessary to prepare and adopt a Housing Element and Fair Share Plan in accordance with the FHA.

35. Pursuant to N.J.S.A. 52:27D-329.2(a)(4) a municipal Housing Element and Fair Share Plan shall include a Spending Plan for collection and expenditure of current and future projected affordable housing trust funds that have been previously collected or will be collected in the Fourth Round.

36. Review of the proposed Spending Plan is to occur as part of the process to review the Housing Element and Fair Share Plan. N.J.S.A. 52:27D-329.2(a)(4).

WHEREFORE, Plaintiff, the Township of Galloway demands judgment as follows:

(a) An Order declaring that the Program has authority to exercise jurisdiction over determination of the Township of Galloway's compliance with its Fourth Round constitutional affordable housing obligations; and

(b) An Order granting temporary immunity from exclusionary zoning litigation and builder's remedy lawsuit against the Township of Galloway from the date of the filing of this

Complaint until this Program issues a Final Judgment of Compliance and Repose to the Township of Galloway for its Fourth Round affordable Housing obligations; and

(c) An Order finding and declaring that Resolution #051-25 fully complies with the FHA regarding the calculation of the Township's Fourth Round Present Need and Prospective Need and that the Township's Present Need and Prospective Need shall be determined in accordance with Resolution #051-25; and

(d) Upon submission of a Housing Element and Fair Share Plan, an Order finding and declaring that the Township's Housing Element and Fair Share Plan provide a realistic opportunity for the construction of its fair share of the present and prospective regional need for very low-, low-, and moderate-income housing and satisfy the Township's Fourth Round affordable housing obligations; and

(e) Upon submission of implementing Ordinances, an Order finding and declaring that the implementing Ordinances provide a realistic opportunity for the construction of its fair share of the present and prospective regional need for low-, low-, and moderate-income housing; and

(f) Upon submission of any amendment to the Township's Spending Plan, an Order finding and declaring that the amended Spending Plan is approved and provides a realistic opportunity for the construction of its fair share of the present and prospective regional need for low-, low-, and moderate-income housing; and

(g) An Order declaring that the Township of Galloway has fully discharged its constitutional affordable housing obligations for the Fourth Round and all prior rounds; and

(h) An Order finding and declaring that the Township of Galloway is entitled to all accompanying protection as provided under the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

(i) A Judgment of Compliance and Repose for the Fourth Round and all prior rounds,

and granting immunity from exclusionary zoning litigation and builder's remedy lawsuit until July 25, 2035; and

(j) An Order granting such additional relief as the Court deems equitable and just.

MALEY GIVENS, P.C.

Dated: January 22, 2025

By: 

ERIN E. SIMONE
Attorneys for Plaintiff

CERTIFICATION PURSUANT TO RULE 4:5-1

The matter in controversy is similar in subject to a pending lawsuit relating to Galloway Township's Third Round affordable housing obligations, In the Matter of the Application of the Township of Galloway, County of Atlantic, Docket No.: ATL-L-1442-15. An updated fairness hearing and compliance hearing was held on December 5, 2024 for In the Matter of the Application of the Township of Galloway, County of Atlantic, Docket No.: ATL-L-1442-15. Pursuant to Rule 4:5-1, it is hereby stated that the matter in controversy is not the subject of any other action pending in court or any pending arbitration proceeding. To the best of our knowledge and belief, no other action or arbitration proceeding is contemplated. Furthermore, we know of no other parties that should be joined in the above action.

MALEY GIVENS, P.C.

Dated: January 22, 2025

By: 

ERIN E. SIMONE
Attorneys for Plaintiff

CERTIFICATION PURSUANT TO RULE 1:38-7(c)

I certify that confidential personal identifiers have been redacted from documents submitted to the Court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

MALEY GIVENS, P.C.

Dated: January 22, 2025

By: _____



ERIN E. SIMONE
Attorneys for Plaintiff

RESOLUTION NO: # 051-25
RESOLUTION SETTING 4TH ROUND AFFORDABLE HOUSING OBLIGATIONS
FOR THE TOWNSHIP OF GALLOWAY

WHEREAS, on March 20, 2024, the New Jersey Legislature adopted legislation known as P.L.2024, c.2, which set forth a procedure for calculating the 4th Round affordable housing obligation for municipalities, and which required this calculation to be adopted by the governing body of a municipality by way of Resolution; and

WHEREAS, N.J.S.A. 52:27D-304.1(a) allows the municipality to take into consideration the calculations published by the New Jersey Department of Community Affairs (“DCA”) when determining the municipal Present Need and Prospective Need obligations and requires the basis for the municipality’s determination to be set forth in a Resolution; and

WHEREAS, in December 2024, DCA released its proposed calculations for municipal Present Need and municipal Prospective Need and determined that Galloway Township’s Present Need is 260 units and its Prospective Need is 89 units; and

WHEREAS, the Township of Galloway has determined that the DCA’s proposed calculation of 260 units for municipal Present Need for Galloway is reasonable because:

- (a) N.J.S.A. 52:27D-304.2(a) and N.J.S.A. 52:27D-304.3(a) & (b) requires that municipal Present Need “be determined by estimating the deficient housing units occupied by low- and moderate-income households in the region...” using a methodology similar to the methodology used to determine 3rd Round municipal Present Need, using the most recent dataset of the American Community Survey (ASC) and the Comprehensive Housing Affordability Strategy (CHAS) dataset of the federal decennial census; and
- (b) As set forth in N.J.A.C. 5:94, present need was determined by considering the following characteristics: “(1) *Persons per Room*. 1.01 or more persons per room in housing units built 1939 or before. These are old units that are overcrowded. (2) *Plumbing Facilities*. Inadequate plumbing sufficient for rehabilitation is indicated by incomplete plumbing facilities, i.e., lack of hot and cold piped water, flush toilet or bathtub/shower. (3) *Kitchen Facilities*. Inadequate kitchen facilities signaling rehabilitation are indicated by the non-presence of kitchen facilities within the unit, or the nonpresence of one of three components: a sink with piped water, a stove, or a refrigerator[;]” and
- (c) N.J.A.C. 5:97 changed the overcrowding methodology to include any house that is over 50 years old, and since the 4th Round starts in 2025, the overcrowding methodology should include houses that were built in 1975 or older; and

- (d) The DCA's calculation of Galloway's Present Need of 260 units was calculated based on the data from the American Community Survey from 2017-2021 ("ACS") and the Comprehensive Housing Affordability Strategy from 2017-2021 ("CHAS"), which is the most current dataset available from the federal decennial census, and extrapolating data from the Public Use Microdata Areas ("PUMA") applicable to each municipality; and
- (e) The DCA's calculation of Galloway's Present Need of 260 units took into consideration overcrowded housing units built in 1980 and earlier, as well as all units lacking complete plumbing and kitchens; and
- (f) The DCA's Present Need calculation because it was calculated in accordance with the requirements of N.J.S.A. 52:27D-304.2(a) and N.J.S.A. 52:27D-304.3(a) & (b); and

WHEREAS, the Township of Galloway has determined that the DCA's proposed calculation of 89 units for municipal Prospective Need for Galloway is reasonable because:

- (a) N.J.S.A. 52:27D-304.2(b)(1) provides that the Fourth Round municipal Prospective Need shall run from the period of July 1, 2025 through June 30, 2035, and Region 6 consists of Atlantic, Cape May, Cumberland and Salem County ("Region 6"); and
- (b) N.J.S.A. 52:27D-304.2(b)(2) requires calculating regional Prospective Need by determining the projected household change for the 4th Round period by calculating the household change between the most recent federal decennial census and the second-most recent federal decennial census, and dividing the result by 2.5; and
- (c) DCA has calculated the Region 6 Regional Need to be 1,889 housing units based on the 2010 and 2020 Census data, and the 2020 Census is the most recent federal decennial census and 2010 is the second-most recent federal decennial census; and
- (d) The DCA's Region 6 Regional Need calculation of 1,889 housing units is consistent with the methodology and data sources required in N.J.S.A. 52:27D-304.2(b)(2); and
- (e) N.J.S.A. 52:27D-304.3(c) requires calculation of the municipal Perspective need by calculating: (1) the municipality's equalized nonresidential valuation factor; (2) the municipality's income capacity factor; and (3) the municipality's land capacity factor; and
- (f) A municipality's equalized nonresidential valuation factor is to be calculated pursuant to N.J.S.A. 52:27D-304.3(c)(2) by calculating the changes in the nonresidential property valuations within the municipality using data from the Division of Local Government Services, beginning in 1999 and dividing it by the region's change in equalized nonresidential valuation; and

- (g) DCA calculated the municipal equalized nonresidential valuation using data from the NJ Division of Local Government Services, 1999 and 2023 Property Value Classification Files, and determined that Galloway Township's nonresidential valuation factor was calculated as 4.7%; and
- (h) N.J.S.A. 52:27D-304.3(c)(3) requires the municipal income capacity factor to be determined using data from the most recent American Community Survey; and
- (i) DCA calculated the income capacity factor utilizing Table S1903 of the Census Bureau's American Community Survey 2018-22 5-Year Estimates, which was the most recent data set available for all municipalities and determined that Galloway Township had an income capacity factor of 4.96%; and
- (j) N.J.S.A. 52:27D-304.3(c)(4) requires the municipal land capacity factor to be determined using the "land use / land data cover data" most recently published by the Department of Environment Protection, American Community Survey and Comprehensive Affordability Strategy dataset; MOD-IV Property Tax List data from the Division of Taxation, and construction permit data from the DCA; and
- (k) DCA calculated the land capacity factor by utilizing the most recent land use / land cover (LULC) data from the New Jersey Department of Environmental Protection (DEP), the most recently available (released in 2024) MOD-IV Property Tax List data from the Division of Taxation in the Department of the Treasury, and the most recent available construction permit data from the Department of Community Affairs and determined that Galloway Township has a land capacity factor of 4.5%; and
- (l) Upon averaging Galloway Township's land capacity factor, nonresidential development factor and income capacity factor, Galloway Township's average allocation factor is 4.71%; and
- (m) Applying Galloway Township's average allocation factor of 4.71% to the Region 6 Regional Need of 1,889 results in a Prospective Need obligation for Galloway Township of 89 units; and
- (n) The DCA's Prospective Need calculation of 89 units for Galloway Township is consistent with the methodology and data sources required in N.J.S.A. 52:27D-304.2(c)(2), (3), (4) and (5); and

WHEREAS, the Township's affordable housing professionals have reviewed the Present Need calculations and Prospective Need calculations published by the DCA and have recommended that the Township adopt these calculations as the Township of Galloway's 4th Round affordable housing obligations; and

WHEREAS, the Township of Galloway has determined that it is in the best interests of Galloway Township to accept the Present Need and Prospective Need obligations as calculated by the DCA for the 4th Round.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Galloway, as follows:

1. The foregoing recitals are incorporated herein by reference as if fully set forth at length.
2. The Mayor and Township Council have determined that it is in the best interests of the Township to set is 4th Round municipal affordable housing obligations pursuant to the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq. as follows:

Present Need = 260 units

Prospective Need = 89 units

3. The Township's calculation of need is subject to a reservation of the following rights including, without limitation,
 - a) The right to adjust the Township's calculation of need based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof;
 - b) All rights to revoke or amend this Resolution in the event of a successful legal challenge, or legislative change, to the applicable provisions of the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.;
 - c) All rights to take any contrary position in the event of a third party challenge to the obligations;
 - d) The right to adjust the Township's calculation of need in the event that any future legislation adjusts the Township's 4th Round obligation, including any change to the methods of calculating the 4th Round obligation;
 - e) The right to adjust the Township's calculation of need in the event that any decisions of a court of competent jurisdiction from any pending or future litigation adjusts the Township's 4th Round obligation, including any change to the methods of calculating the 4th Round obligation;
 - d) All rights to review and adjust unmet Prior Round Need and compliance mechanisms during the review and adoption of the Housing Element and Fair Share Plan.
4. Maley Givens, P.C. is directed to file a Complaint for Declaratory Judgment and to file a copy of this Resolution with the Affordable Housing Alternative Dispute Resolution

Program as required by the Amended FHA.

5. The Township Clerk is directed to publish a copy of this Resolution on the Township's website and to take any and all action necessary to proceed with the preparation and adoption of the Township's Housing Element and Fair Share Plan for filing by June 30, 2025, in accordance with N.J.S.A. 304.1(f)(1)(2) & (f)(2)(a).

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

Certified to be a true copy of a Resolution adopted by the Council of the Township of Galloway, County of Atlantic, State of New Jersey on the 21st day of January, 2025.

TOWNSHIP OF GALLOWAY

Alim A Parks, Sr for

Kelli Danieli, RMC
Township Clerk

Recorded Vote:	MOTIONS	AYE	NAY	ABSTAIN	ABSENT
Amato		X			
Bassford					X
Clute		X			
DiPietro		X			
Sudler	1	X			
Umar	2	X			
Coppola		X			

ATTEST:

Alim A Parks, Sr for

Kelli Danieli, RMC, CMR

TOWNSHIP OF GALLOWAY

Anthony Coppola, Jr.
Anthony Coppola, Jr., Mayor

APPENDIX B

**Court Order Setting the Township's
Fourth Round Obligations**

PREPARED BY THE COURT:

**IN THE MATTER OF THE
DECLARATORY JUDGMENT
ACTION OF THE TOWNSHIP
OF GALLOWAY, ATLANTIC
COUNTY PURSUANT TO P.L.
2024, CHAPTER 2**

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – CIVIL PART
ATLANTIC COUNTY
DOCKET NO. ATL-L-133-25

Civil Action

**ORDER FIXING MUNICIPAL
OBLIGATIONS FOR “PRESENT NEED”
AND “PROSPECTIVE NEED” FOR THE
FOURTH ROUND HOUSING CYCLE**

THIS MATTER, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on January 22, 2025 (“DJ Complaint”) by the Petitioner, **TOWNSHIP OF GALLOWAY** (“Petitioner” or “Municipality”), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the “FHA”), and in accordance with Section II.A of Administrative Directive #14-24 (“Directive #14-24”) of the Affordable Housing Dispute Resolution Program (the “Program”), seeking a certification of compliance with the FHA;

AND IT APPEARING, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs (“DCA”) issued its report entitled *Affordable Housing Obligations for 2025-2035 (Fourth Round)*,¹ therein setting forth the present need and prospective need obligations of all New Jersey municipalities for the Fourth Round housing cycle (the “DCA’s Fourth Round Report”);

¹ See https://nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

AND IT APPEARING that, pursuant to the DCA's Fourth Round Report, the **present need** obligation of the Petitioner has been calculated and reported as **260** affordable units, and its **prospective need** obligation of the Petitioner has been calculated and reported as **89** affordable units, and which calculations have been deemed presumptively valid for purposes of the FHA;

AND THE COURT, having determined that no interested party has filed a challenge to the Petitioner's DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

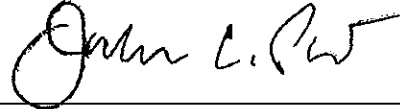
AND THE COURT, having found and determined, therefore, that the present need and prospective need affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA's Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:

IT IS, THEREFORE, on this 27th day of **MARCH 2025 ORDERED AND ADJUDGED** as follows:

1. That the present need obligation of the Municipality, be, and hereby is fixed as **260** affordable units for the Fourth Round housing cycle.
2. That the prospective need obligation of the Municipality, be, and hereby is fixed as **89** affordable units for the Fourth Round Housing cycle; and
3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the present need and prospective need allocations aforesaid (and which plan shall include the elements set forth in the "Addendum" attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay.

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner and Petitioner's counsel.

SO ORDERED:

A handwritten signature in black ink, appearing to read "John C. Porto", is written over a horizontal line.

Hon. John C. Porto, P.J.Cv.

(X) Uncontested.

APPENDIX C

Housing Rehabilitation Program Operating Manual & Affordable Housing Operating Manual



Township of Galloway Housing Rehabilitation Program Operating Manual

April 30, 2025

INTRODUCTION

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

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

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

The Housing Rehabilitation Program will be administered by the Township of Galloway and Triad Associates, the Township's Housing Rehabilitation Program Consultant. The Administrative Agent for the rental units is Triad Associates.

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

A. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments. For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

SECTION I. ELIGIBLE PARTICIPANTS

A. Categories of Participants

Owner-occupied and renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard. Owners of rental properties do not have to be low- or moderate-income households. If a structure contains two or more units and an owner, who is not income eligible, occupies one-unit funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Units that are currently vacant will be rented through the Township's Administrative Agent. Rents must be affordable to low- or moderate-income households.

B. Income Limits for Participation

The occupants of the units must have incomes that now fall within the income guidelines established for the *County of Atlantic*, these limits are revised annually. Units that are vacant at the time of rehabilitation must be rented through the Township's Administrative Agent, Triad Associates, to a qualified applicant.

C. Program Area

This is a municipal-wide program. The rehabilitation property must be in the *Township of Galloway*.

D. Certification of Substandard

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

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

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

SECTION II. AVAILABLE BENEFITS

A. Program Financing

Up to \$25,000 per unit may be available for improvements to eligible owner-occupied and renter-occupied units; the minimum average per unit rehabilitation hard costs shall be \$10,000 in accordance with N.J.A.C. 5:93-5.2(h)(2). If a particular unit requires more than \$25,000, the Township will approve on a case-by-case basis, keeping with the requirement dictating that the minimum average per unit rehabilitation hard cost shall be \$10,000.

B. Renter-occupied Units - Program Financing/Program Affordability Controls

Eligible landlords of one-four-unit buildings may be eligible for an interest free loan which will be due when title to the property is transferred. The landlords are required to provide at least 50% of the **total rehabilitation costs** needed for each unit to meet the New Jersey State Housing Code, N.J.A.C. 5:28 and each unit must meet the major system repair or replacement requirement. At the time the application is submitted, owners must submit proof of their share through bank statements, credit lines, etc. Title searches and property appraisals will be required to determine if there is sufficient equity in the property to cover the cost of the loan. The landlords will be expected to pay for the costs of the title searches and provide up to date property appraisals. In addition to the interest free, deferred payment loan, a ten-year deed restriction, attached to the mortgage and note, will be used to control the contract rent and ongoing tenant eligibility on rental units that receive assistance. The loan will be due upon transfer of title to the property; however, the deed restrictions shall remain in effect for ten years from the date the units are certified as standard. There are no monthly payments. The deed restriction and mortgage documents will be recorded in the county deed book.

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

If a unit is vacant upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate- income household at an affordable price and affirmatively marketed. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:93-9.15.

C. Owner-occupied Units – Program Financing/Program Affordability Controls

Loans will be a ten-year interest-free, deferred payment loan secured by a mortgage payable upon transfer of title. After the Five-Year Anniversary of the Loan Signing, 20% of the mortgage loan principal will be forgiven for each of the remaining five years. If the title has not transferred after ten years, the entire loan is considered forgiven.

Should an owner-occupant die before repayment of the loan, the balance of the loan which has not been forgiven, will be due at the time of settlement of the estate. However, if the household inheriting the unit is income eligible and agrees to occupy the unit or even if not income-eligible agrees to rent the unit only to income-eligible households, the terms of the funding agreement shall be transferred to the inheriting household.

If an owner-occupied housing unit is sold prior to the end of the controls on affordability, the portion of the loan which has not been forgiven, shall be recaptured and used to rehabilitate another housing unit, unless the unit is sold to a low- or moderate-income household at an affordable price.

Funding for owner-occupied units will be secured by a mortgage and mortgage note to the municipality.

D. Subordination

The township of Galloway may agree to subordinate a loan if the mortgage company supplies an appraisal showing that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit.

In order for the Township to approve the request, the Township must be subordinate to no more than two loans and there must be sufficient equity in the property. Subordination requests will only be considered for the following reasons: *1) to reduce monthly mortgage payments; 2) debt consolidation; and 3) additional home improvement funds to maintain the Township of Galloway Code and/or Certificate of Occupancy Codes.*

SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS

A. Eligible Improvements

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, applicable code violations, as well as any other cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

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

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

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

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

B. Ineligible Improvements

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

C. Rehabilitation Standards

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

requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

D. Certification of Standard

All code deficiencies noted in the inspection report must be corrected and rehabilitated. Units must be in compliance with the standards proscribed in subsection C above upon the issuance of a certificate of completion or occupancy. The program inspector must certify any structure repaired as a whole or in part with rehabilitation funds to be free of any code violations.

E. Emergency Repairs

A situation relating to safety and/or health hazard for the occupants would constitute an emergency. The program inspector will confirm the need for such work. In emergency cases, the formal solicitation process will not be followed. A minimum of three (3) estimates will be obtained, when possible, for the "emergency" work. However, eligibility, as stated in Section I, subsection B, must be determined prior to soliciting estimates. Application for additional non-emergency work may be made in accordance with the procedures outlined in this Operating Manual. The funding for the emergency work and any additional rehabilitation may not exceed the program financing provisions in Section II, subsection A.

SECTION IV. OVERVIEW OF ADMINISTRATIVE PROCEDURES

A. Application/Interview

Property owners interested in participating in the housing rehabilitation program may submit preliminary applications to the program staff. Preliminary applications are available by going to <https://portal.neighborlysoftware.com/TRIAD/Participant> :

Triad Associates
1301 Forest Grove Rd, Ste 3A
Vineland, NJ 08360
856-690-9590

Upon request, the program staff will mail a preliminary application to an interested property owner.

If after the program staff reviews a preliminary application an owner-occupant appears to be income eligible, an interview will be arranged with the applicant for a formal application to the program. At the time of the interview, the applicant must present the required documentation. Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The program staff will contact the tenants to provide evidence of income eligibility of the occupants of the units.

Applications will be processed in the order of receipt. Only emergency situations shall be handled out of the order of receipt.

B. Income Eligibility and Program Certification

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

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

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

If after review of the income documentation submitted an applicant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if the applicant's or each tenants' income exceeds the program income limits or, for owner occupied units, if the carrying costs of the unit (taxes, mortgage, insurance) exceed program's criteria (less than 33% of gross income for families, less than 40% of gross income for seniors).

The program staff will arrange for a title search of all properties entering the program.

After the initial interview and the program staff has substantiated that the occupant is income-eligible, and the title search is favorable, the Eligible Certification Form will be completed and signed.

Upon confirmation of income eligibility of the applicant or the applicant's tenants, the program staff will send a letter, including the Eligible Certification Form, to the applicant certifying the applicant's and or tenant's eligibility. Eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter certifying eligibility, the applicant will be required to reapply for certification.

C. Housing Inspection/Substandard Certification

Once determined eligible, the program staff will arrange for a qualified program inspector to inspect the entire residential property.

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

D. Ineligible Properties

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be ineligible, the

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

- Title search is unfavorable.
- Property does not need sufficient repairs to meet eligibility requirements.
- Real estate taxes are in arrears.
- Proof of property insurance not submitted.
- Property is listed for sale.
- Property is in foreclosure.
- Total debt on the property will exceed the value of the property.

The township of Galloway may disqualify properties requiring excessive repairs to meet municipal housing standards. The estimated or bid cost of repairs must exceed 50 percent of the estimated after-rehabilitation value of the property for the municipality to exclude the property.

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

F. Cost Estimate

The program inspector will prepare a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specific details on the materials to be used. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Preliminary Work Write-up with the property owner. Only required repairs to units occupied by income eligible households will be funded through the housing rehabilitation program.

G. Contractor Bidding Negotiations

After the unit and the unit occupant have been certified as eligible, the program staff will provide a bid request to a list of approved, pre-qualified trade contractors for bidding.

Program staff will review the proposals and provide the property owner with a list of contractors who have submitted eligible bids for the work. Eligible bids will be those that:

- Satisfy with the specifications of the Work Write-Up
- Have no math errors
- Have been submitted by an eligible contractor
- Are no more than 20% above or below the Program Cost Estimator's final cost estimate for the work, unless an exception has been recommended by the Cost Estimator and approved by the Program Director.

- Have been submitted by a contractor who, in the opinion of the Program Director, has the ability to perform the designated tasks within a responsible period of time as is specified in the Contract documents.

The program staff and property owner will then review these bids. The lowest responsible trade contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

Property owners may seek proposals from non-program participating contractors. However, the Township must pre-approve the contractor prior to submitting a bid.

G. Contract Signing/Pre-Construction Conference

Program staff will provide the property owner with the bids to review. The program staff will then call a Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include Contractors Agreement(s), Mortgage and Mortgage Note. The property owner, program staff representative and contractor will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within fifteen (15) calendar days of the date of the conference and be totally completed within ninety (90) days from the start of work, will be issued to each contractor at this Conference.

H. Progress Inspections

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

I. Change Orders

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program inspector will inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order.

J. Payment Schedule

The contract will permit two payments if the project costs more than \$12,000. First payment is made when the project is one-half completed. Final payment upon completion.

The contractor will submit a payment request. The applicant will sign a payment approval if both the applicant and program inspector are satisfied with the work performed. The municipality will then release the payment. Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable) and the program staff receives Lien Releases and a Property Owner Sign-off letter.

K. Resolution of Disputes/Appeal Process

Should any dispute arise respecting the true meaning of the Work Write-Up, or should any dispute arise respecting the true value of the extra work or of the work omitted, or of improper workmanship or materials, or of any loss sustained by the Homeowner, the Homeowner may request a hearing before the Municipality. Such a request must be made in writing to the Program Administrator and shall state the nature of the dispute. All parties to the dispute shall be notified in writing of the date and location of the hearing. An arbitration committee, consisting of three members, shall convene and the final decision rests with the arbitration committee, with no further recourse on the part of the property owner.

L. Final Inspection

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted and photographs taken. The property owner and the necessary contractors shall be present at the final inspection to respond to any final punch list items.

M. Record Mortgage Documentation

Program staff will file the executed Mortgage with the County Clerk.

N. File Closing

After the final payment is made, the applicant's file will be closed by the program staff.

SECTION V. PROCEDURE FOR OWNER OCCUPIED INCOME-ELIGIBILITY CERTIFICATION

A. Complete a Household Eligibility Determination Form

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

- 1-month (consecutive weeks) paystubs, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be

requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.

- A letter or appropriate reporting form verifying monthly benefits such as
 - Social Security or SSI – Current award letter or computer printout letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF¹ current award letter
 - Disability - Worker's compensation letter or
 - Pension income (monthly or annually) – a pension letter
- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
- 3 months of reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

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

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions
5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is

¹ TANF – Temporary Assistance for Needy Families

considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.

13. Rent from real estate is considered income

14. Any other forms of regular income reported to the Internal Revenue Service

Not Income

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

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

Student Income

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

Income from Real Estate

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

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

B. Records Documenting Household Composition and Circumstances

The following are various records for documenting household information:

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

C. Income Certification

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

The complete submission of all the required documentation shall be submitted to the Program Staff within 30 days or the applicant's application may be moved to the bottom of the selection list.

D. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the designated agency.

SECTION VI. CONTRACTOR RELATED PROCEDURES**A. Contractor Selection**

Contractors must apply to the program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors also must submit documentation proving financial stability. Contractors must carry workmen's compensation coverage and liability insurance of at least \$100,000/\$300,000 for bodily injury or death and \$50,000 for property damage. Only licensed tradesmen will be permitted to perform specialty work such as plumbing, heating and electrical

B. Number of Proposals Required

The approved work write-up will be submitted to the contractors by the program staff. Contractors must visit the property and submit bids within 14 days. The contract will be awarded to the lowest bidder², provided that the program inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within 20% of the cost estimate.

C. Contractor Requirements

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff to be attended by the property owner and contractor. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff.

² If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

SECTION VII. MAINTENANCE OF RECORDS

A. Files To Be Maintained on Every Applicant

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

- Application Form
- Tenant Information Form (Rental Units Only)
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

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

- Housing Inspection Report
- Photographs - Before
- Certification of Property Eligibility or Determination of Ineligibility
- Proof of Homeowners Insurance
- Copy of Deed to Property

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

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

A. Rehabilitation Log

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

B. Monitoring

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

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs

- Development Fees expended
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

SECTION VIII. PROGRAM MARKETING

Upon the initial implementation of the program, the municipality will market the program as follows: 1). the municipality will include flyers with the tax bills and/or water bills to property owners currently owning rental units; 2). The municipality will advertise the program in the local newspaper and the local cable station and 3). Program information will be available at the municipal building, library, and on the municipal website.

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



Township of Galloway Affordable Housing Operating Manual

A Guide to the Administration of Affordable Housing & Programs

October 31, 2023

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History of Revisions

Date	Summary
10-31-23	Initial Draft

Introduction

This Manual describes the policies and procedures of the Township of Galloway's Affordable Housing Program. It examines program purposes and provides guidelines for administering affordable housing units developed to address the Township of Galloway's affordable housing obligation. The Manual has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and procedures.

The scope of the manual includes the steps for renting and selling affordable housing units included in the Township's Housing Element and Fair Share Plan. The manual also provides policies and procedures for the Affordability Assistance Program and other mechanisms to create affordable housing. In addition, it describes the eligibility requirements for buying and renting affordable units, record keeping, and overall Program administration.

Implementation of any procedure, even if it is not included in this Operating Manual, shall be in accordance with the [Federal Fair Housing Act and Equal Opportunities](#) laws, the [Uniform Housing Affordability Controls \(UHAC\) N.J.A.C. 5:80-26.1 et seq.](#), P.L.2020, c.51 (C.52:27D-321.3 et seq.), the Fair Chance in Housing Act (N.J.A.C. 46:8-52 et seq.), and the affordable housing regulations of the Township of Galloway (hereafter referred to as the "Regulations").

A copy of the Township of Galloway's Housing Element and Fair Share Plan and other related reports and information, including a pre-application form for households, can be found here: woolwichtwp.org/planning-resources/office-director-community-development/.

What Is Affordable Housing?

Affordable housing, unlike market-rate housing, is subject to affordability controls that restrict the price for a specified duration as mandated by relevant regulations. This duration typically spans 30 years or more. A rental unit is considered "affordable" under State regulations if the household pays 35% or less of its gross income on housing costs. In age-restricted units, households can spend up to 40% of their household income on housing expenses. Regulations for ownership, or for sale affordable housing, permit buyers to spend up to 33% of their gross household income on housing expenses.

Housing expenses are defined differently for ownership (for sale) affordable housing and rental housing. In the case of ownership (for sale) affordable housing expenses are defined as:

- Primary mortgage principal and interest;
- Local real estate taxes;
- Condominium or association dues, if any; and
- Homeowners insurance.

The following constitutes housing expenses for rental units:

- Rent; and
- Tenant-paid utilities.

Affordable housing is priced to be affordable to households earning up to 80% of the regional area median income by household size.

Who Qualifies for Affordable Housing?

To be eligible for affordable housing in New Jersey, a household's income must be below the income limit for the region in which the affordable housing is located, either for low or moderate levels:

- A **moderate-income household** earns between 50 percent and 80 percent of the area median income by household size.
- A **low-income household** is classified as earning less than 50 percent of the area median income by household size.
- The Fair Housing Act included an additional requirement for **very low-income households**, classified as earning less than 30 percent of the area median income by household size.

The 2008 New Jersey Fair Housing Act amendments require municipalities to provide at least 13% of affordable units post-2008 in their fair share plans to very low-income households earning 30 percent or less of median income by household size.

The six housing regions consist of up to four counties:

Region	Counties
1	Bergen, Hudson, Passaic, Sussex
2	Essex, Morris, Union, Warren
3	Hunterdon, Middlesex, Somerset
4	Mercer, Monmouth, Ocean
5	Burlington, Camden, Gloucester
6	Atlantic, Cape May, Cumberland, Salem

The Regional Income Limits Chart (Attachment A) provides income limits for each of the six housing regions. The Township of Galloway is located in Region 6. Median incomes, and therefore income limits, differ by Region. Income limits are updated annually in the Spring of each year.

Applicants do not have to currently live in the region they are interested in applying for an affordable unit. An applicant's income qualification is determined by the Regional Income Limits for where the unit is located rather than where the applicant currently lives.

Applying for Township of Galloway Affordable Housing

The Township of Galloway uses a pre-application (Appendix B) and full application (Appendix C) model to identify potential tenants and owners for its affordable housing. The pre-application collects basic information that allows the Administrative Agent to “test” an applicant against an available unit. Specifically, the household size is compared against the bedroom count, and income is compared to the unit’s housing expenses. The full application collects information on each household member, including details on income, assets, debt, and employment. Applicants must also submit documents, including bank account statements, tax returns, and pay stubs.

Other Affordable Housing Programs and Opportunities

A wide variety of organizations and agencies administer affordable housing. Under the Fair Housing Act’s jurisdiction, each New Jersey community has a Municipal Housing Liaison responsible for helping the local affordable housing program. Individuals interested in applying for affordable housing should contact the Municipal Housing Liaison in the community they are interested in living in. Some communities administer their affordable housing and have their own application process. If not, the Municipal Housing Liaison can direct applicants to developers, nonprofit agencies, State agencies, or consultants that may administer affordable housing within the community.

The ***New Jersey Housing and Mortgage Finance Agency*** has established New Jersey’s Housing Resource Center, an online, searchable database of affordable housing in the State. The Housing Resource Center provides a listing of available, affordable housing. Available units are listed with contact and application information. Visit the Housing Resource Center at www.njhrc.gov.

The ***Affordable Housing Professionals of New Jersey*** maintains a web page with a comprehensive list of affordable housing opportunities in New Jersey. Please visit <https://ahpnj.org/housing-search> for more information.

Fair Housing and Equal Housing Opportunities

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

For more information on discrimination or if anyone feels they are a victim of discrimination, please get in touch with the New Jersey Division on Civil Rights at 1-866-405-3050 or <https://www.njoag.gov/about/divisions-and-offices/division-on-civil-rights-home/>.

AFFIRMATIVE MARKETING

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using the Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments to housing units which are being marketed by an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to identify households who are least likely to apply for affordable housing and to target households throughout the entire housing region in which the units are located.

Every Affirmative Marketing Plan must include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- Broadcast at least one advertisement by radio or television throughout the housing region.
- At least one additional regional marketing strategy, such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with the major employer(s), or notification through community and regional organizations such as non-profit, religious, and civic organizations.

Online Advertising

To comply with the rules of the Fair Housing Act the developer, owner, or Administrative Agent of affordable units must affirmatively market units through newspaper and radio. Digital marketing is not explicitly required. To stay current with changes in technology and how the public searches for housing, the owner, developer, property manager, or other administrative entity will be required to post rental units onto the NJHMFA's Housing Resource Center (HRC) under P.L. 2020, c.51, effective November 1, 2020. Any affordable units listed for the first time, existing units expected to become available, and opened waiting lists for current and future units must be listed on the HRC. All postings should include a link to an online fillable pre-application or downloadable application and information on obtaining a paper application.

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

- The address of the project and development name, if any
- The number of rental units
- The price ranges of the rental units
- The number of bedrooms in the units
- The name and contact information of the Administrative Agent,

- A description of the Random Selection method that will be used to select applicants for affordable housing and the date on which the first Random Selection will be conducted.
- Disclosure of required application fees, if any.

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

- The location of and directions to the units
- A range of prices for the housing units
- The number of bedrooms in the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The website where interested households may complete a pre-application
- The name and contact information of the Administrative Agent
- A description of the Random Selection method that will be used to select applicants for affordable housing and the date on which the first Random Selection will be conducted.

It is also recommended that the following information be included in the advertisements:

- Last date applications will be accepted
- A statement concerning the availability of credit, budget, and homeownership counseling services
- If already adopted by ordinance, a statement concerning regional or veteran preference.
- “Visit www.njhrc.gov for more affordable housing opportunities.”

Implementation of the Affirmative Marketing Plan

The affirmative marketing process for affordable units shall begin at least four months before expected occupancy. In implementing the marketing program, the Administrative Agent shall undertake all the strategies outlined in the Affirmative Marketing Plan. Advertising and outreach shall occur during the first week of the marketing program and each month after that until all the units have been rented. The Administrative Agent shall market and advertise each project separately during each project’s initial affirmative marketing. Applications for affordable housing shall be available in several locations through the Affirmative Marketing Plan. The period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

MATCHING HOUSEHOLDS WITH AVAILABLE UNITS

The Administrative Agent uses a two-step process to match available units with potential tenants and buyers of affordable homes. First, anyone interested in buying or renting an affordable unit must complete a pre-application. The pre-application is brief and designed to collect only the information necessary to assess a household's income and bedroom requirements for available units. Pre-applications may be submitted online or via paper.

Once a pre-applicant has been part of a random selection and has been potentially matched with an available unit, they will be required to complete a full application. The application (see Appendix C) collects detailed information on each household member, including their income, assets, and other information necessary to determine the household's eligibility according to the UHAC regulations.

The Random Selection Process

UHAC requires communities to include a "random selection" among interested applicants when an affordable housing unit is available. Random selection ensures "that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit." The initial Random Selection for a given project may be conducted no sooner than sixty (60) days following the start of the Affirmative Marketing Plan.

The Township's Affirmative Marketing Plan (attached as Exhibit D) details the specific steps of the random selection process.

Identifying Candidates for Available Units

The Administrative Agent will use the following process to test each applicant against the available unit(s) in the order of their random selection.

1. **Regional Preference Test.** Pre-applicants that live or work in Region 6 will be considered first as per the Township's Affirmative Housing Ordinance establishing a preference for pre-applicants that live or work within the COAH Region.
2. **Veteran Preference Test.** If applicable to the available unit(s), pre-applicants who served in time of war or other emergency, as defined in section 1 of P.L.1963, c. 171 (C.54:4-8.10) and who apply within 90 days of the initial marketing period shall receive preference for the rental of the agreed-upon percentage of affordable units.
3. **Bedroom Test.** Next, the number of bedrooms in the available unit(s) will be tested against the random selection list. If the first pre-applicant qualifies for a unit with a different number of bedrooms, they will be skipped, and the next pre-applicant will be evaluated. Once a match is made between the available unit(s) and a pre-applicant, the following criteria will be tested.
4. **Income Test.** The first pre-applicant on the random selection list that meets the bedroom test will then be tested to ensure their reported income is sufficient to afford the housing expenses of the available unit. See **Maximum Monthly Expenses**.

5. If the database record for the pre-applicant is more than six months old, the AA will contact the pre-applicant to update their gross household income, household size, and bedroom requirement. Any changes will be made to the random selection list and the pre-applicant database.

Confirming the Interest of a Candidate

A pre-applicant that passes the Regional Preference, Veteran Preference (if applicable), Bedroom, and Income Tests is considered a viable candidate for the available unit and will be contacted to determine their interest in the available unit. The Administrative Agent will provide the candidate with essential information about the unit, including current rent (or sales price). Other information may include amenities, parking availability, HOA/association dues, real estate taxes, and potential availability date. If the candidate is interested in the unit, they will be instructed by the Administrative Agent to contact the Landlord, Property Manager, or seller of the unit to visit the unit. Prospective buyers must provide a mortgage pre-approval letter before visiting an available unit before they are referred to the seller to view the unit.

If the candidate is interested in moving forward after seeing the unit, the Administrative Agent will make the full application available. Prospective buyers and renters are given 48 hours to decide if they want to move forward after visiting an available unit. Before completing a full application, prospective tenants must first meet the Landlord's tenant selection criteria. The candidate will be instructed to complete the full application and attach all of the required source documents listed on the application.

Full Application & Income Certification Process

A pre-applicant who has confirmed their interest in buying or renting an available, affordable housing unit will be required to complete a full application (see Appendix C). The household will be given seven (7) calendar days to complete the application and provide the required documentation listed in the application. Those documents include the following:

- Copies of photo IDs for all adults in the household
- Copies of social security cards for all members of the household
- Four (4) most recent consecutive pay stubs for each source of income for each working member of the household
- Two (2) most recent state and federal income tax returns with W-2s and all schedules
- Where applicable, the most recent award letter for Social Security, Alimony/Child Support
- Where applicable, the most recent award letter for SSI or SSD
- Checking and Savings Account statements for three (3) consecutive months

The application must be complete and signed before the Administrative Agent reviews an application. In addition, all applicable source documents are required before reviewing the application.

It may be necessary for the Administrative Agent to collect additional information and documentation from the applicant beyond the items listed above. The Administrative Agent will notify applicant households in writing of certification or denial within 20 days of the determination.

Once approved, a certified household for a rental unit will work with the leasing agent or landlord to sign the lease, pay the first month's rent and the security deposit, and receive the keys. Then, the certified household moves into the affordable rental unit.

Once approved, a certified household for an ownership unit will have a contract of sale drawn up and executed with the seller. Then, the certified household will move through the purchasing process to closing with the guidance of their lender and chosen title company.

See ***Household Certification*** for more information on how eligibility is determined.

HOUSEHOLD CERTIFICATION

Before any household can rent or buy an affordable unit, the Administrative Agent must certify the household as eligible. Certification of a household involves verifying two critical pieces of data: 1) Household size and composition, including gender, and 2) The total income and assets for all household members over 18 years of age. The certification process begins with the applicant completing an application and providing the required backup documentation. Once eligibility documents and data have been collected, the Administrative Agent can calculate the household's income.

Procedure for Income-Eligibility Certification

The Administrative Agent shall require each member of an applicant household who is 18 or older to provide documentation to verify their income. The household shall have seven (7) days from the first notification to submit all required documents. Income verification documentation includes, but is not limited to, the following for every member of a household who is 18 years of age or older:

- Four (4) most recent consecutive pay stubs, including bonuses, overtime, or tips, or a letter from the employer stating the present annual income figure or, if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns and W2s for the preceding two (2) tax years.
- A letter or appropriate reporting form verifying monthly benefits, such as
 - Social Security
 - Unemployment
 - Welfare or TANF
 - Disability or Worker's compensation
 - Pension income
- A notarized letter or statement verifying any other sources of income claimed by the applicant, such as alimony or child support.
- Three (3) consecutive months of statements for all savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks, or bonds.
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Other documentation that may be necessary to document any other source of income fully.

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

Income

- Wages, salaries, tips, commissions
- Alimony
- Regularly scheduled overtime
- Pensions
- Social security
- Unemployment compensation
- Temporary Assistance to Needy Families (TANF)
- Verified regular child support
- Disability
- Net income from business or real estate
- Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
- Imputed interest (using a current average annual rate of two percent) from non-income-producing assets, such as equity in real estate. Rent from real estate is considered income after deducting any mortgage payments, taxes, and property owner's insurance.
- Rent from real estate is considered income
- Any other forms of regular income reported to the Internal Revenue Service

Not Income

- Income received on behalf of foster children
- Rebates or credits received under low-income energy assistance programs
- Food stamps
- Relocation assistance benefits
- Income of live-in attendants
- Scholarships
- Student loans
- Personal property such as automobiles, clothing, household items
- Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
- Part-time income of persons enrolled as full-time students
- Court-ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

Student Income

Only the full-time income from a full-time job held by a full-time student is considered income. A full-time student is a household member enrolled in a degree-seeking program for 12 or more credit hours per semester. Part-time income is a job of less than a 35-hour per week.

The Real Estate Asset Limit

If an applicant's primary residence, has no mortgage debt and is valued at or above the regional asset limit as published annually by the Affordable Housing Professionals of New Jersey with the Annual Regional Income Limits Chart (see Appendix A), the household will be determined ineligible for certification.

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

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

Before obtaining a professional appraisal, the applicant should review the property's tax appraisal and current market value and compare them to the asset limit to avoid unnecessary expenses. For instance, if homes are commonly sold in the applicant's neighborhood for over \$250,000, it is unlikely that an appraisal will determine a value below the asset limit.

Income from Real Estate

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

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the property's value. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Then, based on current money market rates, interest will be imputed on the determined value of the real estate. The imputed interest will be added to the household's annual income.

Maximum Monthly Expenses

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

Maximum Monthly Expenses for Tenants

A certified household cannot lease a restricted rental unit requiring more than 35 percent of the verified household income (40 percent for age-restricted units) to pay rent and utilities. However, at the discretion of the Administrative Agent, this limit may be exceeded if:

- The household currently pays more than 35 percent (40 percent for a household seeking an age-restricted units) of its gross household income for rent, and the proposed rent will reduce the household's housing costs;
- The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets with which the household proposes to supplement the rent payments or
- The household documents proposed third-party assistance from an outside source, such as a family member in a form acceptable to the Administrative Agent and the Owner of the unit; and
- The household receives budget counseling.

Maximum Monthly Expenses for Owners

As per 5:80-26.7(b), the Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees as applicable) does not exceed 33 percent of the household's eligible monthly income.

If the housing expenses (principal, interest, real estate taxes, HOA/association dues, and homeowners' insurance) exceed 33% of an applicant's gross income, the Administrative Agent may exercise discretion permitted in 5:80-26.7(b). Specifically, the Administrative Agent may certify a low- or moderate-income household as eligible even though the unit's monthly housing cost would exceed the 33 percent level if the household obtains a firm mortgage loan commitment at the higher level from a licensed financial institution under terms consistent with the requirements of the New Jersey Home Ownership Security Act of 2002, N.J.S.A. 46:10B-22 et seq., including certification from a non-profit counselor approved by HUD or the New Jersey Department of Banking and Insurance that the borrower has received counseling on the advisability of the loan transaction.

Housing Counseling

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

The Applicant Interview

The prospective applicant may meet with the Administrative Agent to review the certification and random selection processes in detail and ask any questions they may have about the project or the process. The Administrative Agent is prepared to complete the certification process via virtual meeting, telephone, mail, and email. If an interview is to be conducted, the Administrative Agent will attempt to achieve the following objectives:

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

Approving or Rejecting a Household

Administrative Agents must notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination. Households with a verified total household income that exceeds 80 percent of the current Regional Income Limit (Appendix A) for the appropriate family size are ineligible to buy or rent an affordable unit. A letter rejecting the household's application shall be mailed or emailed to the household.

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

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the Administrative Agent cannot place the household in a restricted unit after 180 days, an extension may be granted once the household's eligibility is verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent must secure from the applicant a signed and notarized acknowledgment of their requirements and responsibilities of renting or owning a restricted unit. In addition, UHAC's Disclosure Statement shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny certification because of the household's failure or inability to document household composition, income,

assets, sufficient funds for a down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines the applicant made a willful or material misstatement of fact.

Dismissal of Applications

Applications can be dismissed for one or more of the following reasons:

- The application is not signed or submitted on time.
- The applicant commits fraud, or the application is not truthful or complete.
- The applicant cannot or does not provide documentation to verify their income or other required information when due.
- The household income does not meet a particular property's minimum or maximum income requirements.
- The applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit as published annually.
- The applicant fails to respond to any inquiry promptly.
- The applicant is non-cooperative or abusive with the staff, property manager, or landlord.
- The applicant changes address or other contact information without informing the Administrative Agent in writing.
- The applicant does not meet the credit standard or other lawful requirements set forth by managers of rental properties.
- The applicant fails to verify attendance in a credit counseling program when required to do so by the program rules.
- The applicant does not promptly respond to periodic update inquiries.
- The applicant fails to sign the Compliance Certification, Certificate for Applicant, and Lease Document, as may be required.
- The applicant, once approved, fails to sign the lease promptly.

Applicants who are dismissed must re-apply. A minimum period of six months applies where the applicant has been denied for fraud, uncooperative behavior, or other serious matters.

Applicants will be removed from the Township's applicant pool once approved for an affordable unit. However, these applicants may re-apply for other opportunities in that Township once they have occupied their unit.

Applicants are not removed from the applicant pool if they do not respond to a Notice of Availability.

AFFORDABILITY ASSISTANCE

In accordance with N.J.A.C. 5:93-8.16, the Township of Galloway will dedicate at least 30 percent of all development fees collected and interest earned to provide affordability assistance to very low-, low- and moderate-income households. The availability of the Township's Affordability Assistance Program will be noticed to all prospective tenants and purchasers of affordable units within the Township of Galloway. An income-eligible applicant for an affordable unit within the Township may not be denied participation in the Affordability Assistance Program(s) unless funding is no longer available.

The following sections describe the Township's Affordability Assistance Programs.

ASSISTANCE FOR OWNERS OF AFFORDABLE UNITS

The Program is designed to help low- and moderate-income homeowners maintain stable finances. This program will provide a no interest, forgivable loan, of up to \$10,000 to homeowners of deed restricted affordable properties within the Township of Galloway who are in arrears with mortgage payments, taxes, utility payments, special assessments, or homeowners' association fees. Funds are made available through the Township of Galloway's Affordable Housing Trust Fund. The goal of the program is to provide financial assistance to income-qualified homeowners.

SECURITY DEPOSITS FOR RENTERS

Prospective tenants of affordable housing units can apply for an interest-free loan from the Affordable Housing Trust fund for their security deposit. A loan of up to 1.5 times the affordable monthly rent is available to new tenants who qualify for a very low, low- or moderate-income rental unit:

1. The security deposit assistance will be in the form of a cash loan equal to the security deposit amount determined by the landlord and paid to the landlord on behalf of the tenant.
2. At the termination of the lease, the landlord will return the portion of the security deposit it determines to the Township of Galloway, along with interest earned. The tenant will repay any difference between the original security deposit amount and the portion returned by the landlord. Funds returned to the Township will be placed in the affordable housing trust fund for future security deposit assistance.
3. The Administrative Agent will administer the Township of Galloway's Security Deposit Affordability Assistance Program. After an applicant is income qualified by the Administrative Agent pursuant to UHAC, an affordability assistance application will be completed and forwarded with all necessary documentation to the Administrative Agent. The affordability assistance recipient will sign a contract with the Township of Galloway stating the amount of funds granted, interest information, procedures, duration and conditions of affordability assistance, and repayment information.

RENTAL SUBSIDIES

The Affordability Assistance Program can help improve the affordability of rental units within the Township of Galloway. Rental assistance does not need to be repaid by the tenant. The amount of the rental subsidy will be calculated initially based on the tenant's actual income and the rent level of the affordable units to help bring the total housing expense down to 35 percent (40 percent for age-restricted units) of the total household income or lower if warranted by the household circumstances. The Township offers affordability assistance to applicants for very low-, low- and moderate-income rental units. The following assistance is available to low- and moderate-income households:

1. Payment of "moving expenses," in an amount not to exceed five hundred dollars (\$500.00) per household;
2. Rent subsidy for the first month's rent; and
3. Utility deposit assistance.

The following assistance is available to very low-income households:

1. Payment of "moving expenses" based upon verified receipts, in an amount not to exceed one thousand five hundred dollars (\$1,500.00) per household;
2. Utility deposit assistance;
3. Monthly rent subsidy represents the difference between 35 percent (40 percent for age-restricted units) of the total household income and the affordable unit's contract rent and utility allowance.

For qualified and approved payment of moving expenses, the Administrative Agent will follow the Township purchasing and requisition process for generating a check that is made out to the moving or truck company. Once the check is produced, the Administrative Agent provides it to the moving or truck company.

For qualified and approved utility deposit payment, the Administrative Agent follows the Borough purchasing and requisition process for generating a check made out to the utility company. Once the check is produced, the Administrative Agent provides it directly to the utility company.

Rental assistance to very low-income tenants will be awarded in a lump sum representing twelve (12) months of assistance. Tenants seeking the renewal of their rental assistance award must contact the Administrative Agent to confirm their interest and begin the income recertification process. The amount of rental assistance will be recalculated based on the tenant's gross household income. If the contract rent and utility allowance is less than 35 percent (40 percent for age-restricted units) of the tenant's gross household income, the tenant is no longer eligible for rental assistance.

DOWN PAYMENT AND CLOSING COST ASSISTANCE

The down payment and closing cost assistance loan will be in the form of a secured second mortgage. The maximum amount of assistance is established in the Spending Plan. Assistance

will be provided as a deferred loan at zero percent interest. The loan will be due and repayable to the Township upon resale of the property.

Eligible closing cost fees include expenses paid at closing such as an attorney, title insurance and survey fees, appraisals, points, origination fees, recording taxes and fees, prepaid escrows for property taxes and insurance, structural inspection/engineer's report and pest inspections, and the reimbursement of fees paid before loan closing (i.e., application, credit, flood certification, and appraisal fees). All closing costs must be reasonable and customary and may not exceed those generally charged on a conventionally financed home in the area where the financed property is located.

Assistance from the Program shall be secured through a Mortgage and Mortgage Note in favor of the municipality executed by the property owner. The Mortgage and Mortgage Note will be executed at closing. The closing agent will record said documents with the County Clerk's office upon closing the title. The original mortgage note shall be retained by the Administrative Agent and kept in the unit file. The Program mortgage must be listed on the HUD1 Settlement Statement and will precede the Affordable Housing Recapture Mortgage in the chain of title.

Down payment and closing cost assistance will be paid directly to the title company responsible for the real estate closing.

All first-money mortgages on units participating in the Program must adhere to the following requirements:

- All loans must have a fixed rate interest rate.
- Lenders are encouraged to offer "below-market" interest rates.
- Loans may not exceed a term of more than thirty (30) years.

RESALE OF AFFORDABLE OWNERSHIP UNITS

When an Owner of a restricted unit wishes to sell, the sale must be processed through the Administrative Agent to ensure an appropriately sized income-eligible household purchases the unit and maintains the affordability controls. At the initial date of purchase, the Owner makes a certification regarding their understanding of this requirement.

Typically, the resale process begins when an Owner inquires about their unit's maximum resale price (MRP). At that time, the Administrative Agent provides the Owner with a "Notice of Intent to Sell" form and the written "Affordable Homes Resale Process" for owners wishing to sell an Affordable Unit.

Once the Owner/Seller returns the completed "Notice of Intent to Sell" form, the Administrative Agent will begin the outreach process.

The Administrative Agent uses the current applicant pool and conducts a random selection of the entire pool. Using the process described in ***Matching Households with Available Units*** section of this manual, the Administrative Agent will identify a candidate to purchase the available unit. Information on the available unit will be shared with the candidate. If the candidate is interested in the unit, they will be instructed to contact a mortgage lender for a pre-qualification. Once the pre-qualification letter is received, the Administrative Agent will refer the prospective buyer to the Owner/Seller to view the unit.

If the Buyer would like to proceed with the purchase, they will then be required to complete the full income eligibility application according to the process described in the ***Household Certification*** section of this manual. Once the buyer is certified, and if the Seller and Buyer agree on a sale price (not to exceed MRP) and other terms of the sale, they will be encouraged to have a contract of sale prepared and fully executed.

If the unit is not a 95/5-unit, the Buyer will be required to obtain an appraisal of the property with a market rate value. This value will be used to determine the recapture amount that is used in the Recapture Mortgage Note.

The Administrative Agent ensures that the Deed, Recapture Mortgage, Recapture Mortgage Note, and Disclosure Statement form are submitted to the closing agent as part of the closing package. The closing agent will be instructed to record the Deed and Recapture Mortgage immediately after closing. The Recapture Mortgage will be filed immediately behind the Buyer's permanent mortgage.

ROLES AND RESPONSIBILITIES

Key Roles

The ***Municipal Housing Liaison (MHL)*** is a Township of Galloway full-time employee. The MHL serves as the main point of contact for residents, developers, and stakeholders interested in learning more about the Township's efforts to create affordable housing. The Township's Municipal Housing Liaison is:

Linda McDevitt
Housing Officer/MHL
Township of Galloway
Economic Development Office
300 East Jimmie Leeds Rd
Galloway, New Jersey 08205-4109

Phone (609) 652-3700
Fax (609) 652-1967
LMcDevitt@gtnj.org
www.gtnj.org/

The ***Administrative Agent (AA)*** is responsible for the overall administration of the Township's affordable housing portfolio and various related affordable housing programs. The Township's Administrative Agent is a private consultant:

Triad Associates
1301 W. Forest Grove Road, Bldg 3
Vineland, NJ 08360
P: (856) 690-5749
F: (856) 690-5622
E: housing@triadincorporated.com
W: www.triadhousingprograms.com

Responsibilities of the Municipal Housing Liaison

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Township's Affordable Housing Attorney, where appropriate (see **Responsibilities of the Affordable Housing Attorney**). The primary purpose of the Municipal Housing Liaison is to ensure that all affordable housing projects are established and administered according to applicable regulations. The duties of the Municipal Housing Liaison include the following:

- **Monitor the status of all restricted units in the Township's Fair Share Plan.** Regardless of any arrangements the Township may have with one or more Administrative Agents, it

is the Municipal Housing Liaison's responsibility to know the status of all restricted units in the community.

- **Serve as the Township's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households.** In addition, the Municipal Housing Liaison serves as the Township's primary point of contact on affordable housing issues. Therefore, interested applicants should be provided with information on the types of affordable units within the Township and, where applicable, the name of the Administrative Agent who manages the units and the contact information for the Administrative Agent.
- **Compile, verify, and submit annual reporting.** Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual monitoring report. However, the Municipal Housing Liaison's responsible for collecting and verifying this data and consolidating it into the annual report.
- **Coordinate meetings with Administrative Agents and Developers/Affordable Housing Sponsors/Owners.** When a new affordable unit or series of units is in the planning process, the Municipal Housing Liaison should coordinate a meeting between the Administrative Agent and the developer, affordable housing sponsor, or owner. This initial meeting aims to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all related local ordinances.

The Municipal Housing Liaison, in conjunction with the Affordable Housing Attorney, must have the affordable housing provisions of any Master Deed and Public Offering reviewed for consistency with UHAC regulations before they are recorded and submitted to DCA for approval.

Responsibilities of an Administrative Agent

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in their portfolio are rented to eligible households. Administrative Agents must:

- **Secure written acknowledgment from all developers, affordable housing sponsors, and owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.**
- **Create and adhere to an Operating Manual.** Administrative Agents are required to follow the policies and procedures of an Operating Manual as applicable to the scope of services they have been contracted to perform.
- **Implement the Township's Affirmative Marketing Plan.** The Administrative Agent, the developer, the affordable housing sponsor, or the owner could be responsible for implementing the Affirmative Marketing Plan adopted by the Township. This responsibility should be discussed with the Municipal Housing Liaison, Administrative Agent, developer, affordable housing sponsor, or owner at the first meeting. Affirmative marketing includes conducting regional outreach and advertising for

available affordable units. Advertising costs have been delegated to the developer in accordance with the Township's adopted Affirmative Marketing Plan.

- **Accept applications from interested households.** Interested households will contact the Administrative Agent in response to marketing initiatives or by referral from the Municipal Housing Liaison. The Administrative Agent will supply applicants with applications, provide additional information on available units, and accept completed applications.
- **Conduct a random selection of applicants for the rental of restricted units.** The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances and as described in the Operating Manual.
- **Create and maintain a pool of applicant households.** This includes contacting households in the applicant pool to determine continued interest and household size and income changes.
- **Determine the eligibility of households.** Collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination of a household's eligibility must be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and maintain strict confidentiality of all information regarding that household. In addition, an Administrative Agent is required to ensure that all certified applicants execute a Disclosure Statement acknowledging the rights and requirements of renting or owning an affordable unit.
- **Establish and maintain effective communication with property managers and landlords.** Property managers and landlords of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all property managers and landlords of any changes to the Administrative Agent's contact information or business hours.

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

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.
- **Provide annual notification of maximum rents.** Each year, when AHPNJ releases its low- and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact information must be included in the notification if the tenant is overcharged.
- **Serve as the custodian of all legal documents.** An Administrative Agent is responsible for maintaining the originals of all legal instruments for the units in their portfolio. In addition, throughout the duration of a control period, an Administrative Agent must

maintain a file containing its affordability control documents. This includes but is not limited to, the recorded Declarations of Covenants, Conditions, Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, and Recapture Mortgage Notes.

- **Serve as point of contact on all matters relating to affordability controls.** It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the Township attorney's counsel on legal matters threatening the durability of the affordability controls.
- **Provide annual activity reports to the Municipal Housing Liaison for use in the annual required monitoring report.** An Administrative Agent is responsible for collecting the reporting data on each unit in the Administrative Agent's portfolio.
- Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Affordable Housing Attorney

The Affordable Housing Attorney assists the Township with developing, administering, and enforcing affordability controls, including but not limited to the following:

- Assisting the Municipal Housing Liaison with reviewing the affordable housing provisions of any Master Deed and Public Offering for consistency with UHAC regulations before they are recorded and submitted to DCA for approval.
- Providing all reasonable and necessary assistance to support the Administrative Agent's efforts to ensure compliance with the housing affordability controls, including reviewing legal documents and legal actions required on foreclosures and violations.

Responsibilities of Developers

When a new affordable unit or series of units is in the planning process, the affordable housing developer should contact the Municipal Housing Liaison, who shall coordinate a meeting with the Administrative Agent, where applicable, and the developer, affordable housing sponsor, or owner.

This initial meeting aims to develop a clear division of labor between the parties and to transmit any components of the Operating Manual – including copies of all related local ordinances- that the Borough has already adopted.

The Administrative Agent will secure from the developer written acknowledgment that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Responsibilities of Owners of Rental Affordable Rental Units

Open and direct communication between the Owners of affordable rental units, the Municipal Housing Liaison, and the Administrative Agent is essential to the ongoing administration of affordability controls. Although the Administrative Agent is required to serve as the primary point of contact with households, the Owner must provide the Municipal Housing Liaison and

Administrative Agent with information on vacancies. Owners of rental developments are also responsible for working with the Administrative Agent to ensure that the Municipal Housing Liaison has all the necessary information to complete the annual reporting.

Responsibilities of Landlords and Property Managers

Landlords and property managers must place a notice in all rental properties annually informing residents of the rent increase for the year and the contact information for the Administrative Agent.

VIOLATIONS, DEFAULTS, AND REMEDIES

In the event of a threatened breach of any of the regulations governing the affordable unit, the Township of Galloway shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, both parties recognize that it will cause irreparable harm to the Township of Galloway, in light of the public policies outlined in the Fair Housing Act and the obligation for the provision of low- and moderate-income housing.

Upon the occurrence of a breach of any of the regulations governing the affordable units, the Township of Galloway shall have all remedies provided at law or equity, including but not limited to foreclosure, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the rules, the entry on the premises, and specific performance.

Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Commissioner of the Executive Director of the NJ Housing Mortgage and Finance Agency:

NJ HMFA
Executive Director
637 South Clinton Avenue
P.O. Box 18550
Trenton, NJ 08625

The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action.

MAINTENANCE OF RECORDS AND APPLICANT FILES

Pursuant to NJAC 5:80-26.14(a)8, NJAC 5:80-26.15(c), and NJAC 5:80-26.17, the Administrative Agent must maintain current records, and outdated documents must be given to the Township of Galloway for safe-keeping. A file must be created and held on each restricted unit for its control period.

Administrative Agents maintain detailed records on all marketing initiatives.

Files To Be Maintained on Every Applicant

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

- Application Form and all Source Documents
- Tenant/Purchaser Information Form
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

Files To Be Maintained on Every Unit

The Administrative Agent will maintain files on every unit for the length of the affordability controls. The unit file will contain, at a minimum:

- Base rent or sales price
- Identification as low- or moderate-income
- Description of the number of bedrooms and physical layout
- Floor plan
- Application materials, verifications, and certifications of all present owners, pertinent correspondence
- Copy of lease
- Disclosure Statement

Files to Be Maintained on Every Project

The Administrative Agent will maintain files on every project for the length of the affordability controls. The project file will contain, at a minimum:

- Condominium Master Deed
- Condominium Public Offering
- Crediting Information
- Original deed restriction
- Affordability control documents, including Declarations of Covenants, Conditions, and Restrictions, Deed Restrictions, Deeds, Recapture Mortgages, Recapture Mortgage Notes, Disclosure Statement

Files To Be Maintained on The Applicant Pool

- Any changes to the applicant pool
- Any action taken with regard to the applicant pool
- Any activity that occurs that affects a particular applicant
- Current information for all pre-applicants whose status is active in the applicant pool

Monitoring

The information required for each unit includes but is not limited to the following:

- A Recorded Deed for each project
- Street Address
- Block/Lot/Qualifier/Unit Number
- Housing Type
- Income: Very Low/Low/Moderate
- Initial Rental Price
- % of affordability
- Bedroom Type
- Age-restricted
- Handicap accessible/adaptable
- Date of Certificate of occupancy
- Effective date of affordability controls
- Length of affordability controls (years)
- Date Affordability controls removed

Attachment A: Regional Income Limits

Attachment B: Township of Galloway Pre-Application

A. Pre-Application

Case Id:

Name:

Address:

A. Pre-Application

Please provide the following information.

Applicant Information

A.1. First Name

A.2. Last Name

A.3. Current Address

A.4. Phone Number

A.5. Email Address

A.6 We can use text messaging to share information with you about available units. Do you consent to receiving text messages at this number?

A.7. Is a member of your household a veteran?

A.8. Is your household eligible for a 55+ senior community?

Living Situation

A.9. Do you currently rent or own?

A.10. What is your current monthly cost for rent and utilities (or mortgage, taxes, insurance, and HOA)?

\$0.00

A.11 Will you require any special needs or accommodations? For example, "one-level only" or "at least one ADA-accessible bathroom required."

A.12. Do you currently receive rental assistance or help with your living expenses?

A.13. What county do you live in?

A.14. What county do you work in?

A.15. How many people will move into the unit with you?

Number of Adults

Number of Children

Total Number of People Moving into Unit

A.16. Number of Bedrooms Needed

A.17. You can find a gross income calculator [here](#)

What is the total gross household income (before taxes) for everyone over the age of 18?

\$0.00

Is this monthly or annually?

APPENDIX D

Seashore Elder Living Documentation



Jennifer L. Heller, PP, AICP
Polistina & Associates, LLC
6684 Washington Avenue
Egg Harbor Township, NJ 08234

Dear Ms. Heller:

As per your email request Seashore Elder Housing, LP has a total of 10 units that are designated for Special Needs Residents. Since we have a total of 58 units there are 48 units that are set-aside units.

If you have any questions, please contact my office.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan Favaro", written in dark ink.

Susan Favaro HCCP
Property Manager

24 W. Jimmie Leeds Road • Galloway Township, NJ 08205 • 609-748-4455



www.seashorehousing.org



**SRAP:
Housing Voucher Contract**

**New Jersey Department of Community Affairs
Division of Housing – SRAP**

Contract Number _____

This SRAP: Housing Assistance Contract ("Contract") is entered into between the NJ Department of Community Affairs, Division of Housing and Seashore **Elder Housing LP (Seashore Gardens Foundation)** ("Owner")
The purpose of this contract is to provide housing assistance payments on behalf of eligible Families (families) leasing decent, safe, and sanitary facilities from the owner. The DCA will make housing assistance payments to the Owner on behalf of the Households in accordance with this Contract.

Contract Unit, Household and Lease.

A). This Contract applies only to dwelling units ("Contract units") designated in this section

Contract units: *(Address of Contract units, including apartment numbers, if any, City, State and Zip Code)*

24 W Jimmie Leeds Road, (10 – One bedroom) Galloway Township, (Atlantic County)

First Floor Apts. 103, 104, 112, 116, Second Floor Apts. 206, 217, 221, Third Floor Apts.

306, 317, 321, New Jersey 08205

Effective Date, Term and Contents of Contract

[X] The following paragraphs A. and B. are applicable if the contract units are not to be completed and accepted in stages.

- A. (Effective date of contract) The effective date of this contract is 11/1/11 (This date shall be no earlier than the date of the PHA inspection and acceptance of the unit and related facilities.)
- B. Term of Contract. The term of this contract begins on the effective date of the Contract, and ends on 10/31/2021. (insert a date which is no later than 10 years.)

[] The following paragraphs A.B. are applicable if the contract units are to be completed and accepted in stages.

- A. Effective Date Of Contract. The effective date of the contract for each stage is outlined on the attached exhibit and must be signed no earlier than the date of the PHA inspection and acceptance of the unit and related facilities in that stage. [for each stage, insert the effective date for the stage.
- B. B. Term of contract. The term of this contract for each stage is 10 years beginning on the effective date of the contract for that stage. The last day of the contract term for each stage is to be no later than 10 years.

B). The Owner shall lease the Contract unit to the Household. The Lease to be executed by the Household and the Owner for the Contract unit has been approved by the DCA, and shall be executed in the form approved. The Lease shall contain all provisions required by DCA, and shall not contain any provisions prohibited by DCA. (No changes shall be made in the Lease unless the changes have been approved in writing by DCA).

C). The amount of the monthly rent payable by the Household to the Owner is determined by the provisions of the Housing Assistance Payments contract between the Owner and the DCA. The amount of the monthly rent under the Lease may not be increased during the first year of the term of such Lease. The Contract may provide for increase in such monthly rent after the first year of the term, if the Owner gives at least sixty days written notice to DCA. The notice shall state both the new rental amount and, and the date from which the increased rent is payable.

Term of Contract.

The term of this Contract shall be for 120 consecutive months beginning on 11/1/11, and shall end on the last day of Oct. 2021. This Contract shall end in any event if the DCA determines, that available funding is insufficient to support continued assistance.

Housing Assistant Payment.

A). Each month the DCA shall make a housing assistance payment to the Owner on behalf of the Household. The monthly assistance payment by the DCA shall be credited by the Owner toward the monthly rent payable by the Household to the Owner under the Lease. If the housing assistance payment for a month is less than the full amount of the monthly rent, the Household shall be responsible for the payment of the balance.

The amount of the monthly assistance payment to the Owner shall in no event be more than the amount of the monthly rent (and the owner shall immediately return excess payment to DCA).

B). The amount of the housing assistance payment by the DCA to the owner is subject to change, and shall be determined by the DCA in accordance with SRAP regulations and other requirements. Initially and until such change the amount of the housing assistance payment shall be \$_____ per month. The DCA has no duty to pay the owner any balance of the monthly rent in excess of the housing assistance payment. The obligation of the DCA is limited to making housing assistance payments on behalf of the Household in accordance with this Contract. If 180 days has passed since the date of the last housing payment, this Contract shall terminate automatically.

C). DCA cannot assist a household in this project if the household is awarded a Housing Choice Voucher. DCA will continue to make payments for a period not to exceed 120 days from the month in which the family receives the Housing Choice Voucher.

D) DCA may terminate housing assistance payments under this contract because of action or inaction by the Household, in the following cases:

(1). If the Household has committed any fraud in connection with any Federal housing assistance program.

(2). If the Household has violated any of the Household's obligations under the SRAP Program, or

(3). If the Household has breached an agreement with DCA.

D). The DCA shall notify the Owner in writing of a decision to terminate housing assistance payments under section 3 (C) and that housing assistance payments under this Contract shall terminate at the end of the calendar month which follows the calendar month in which the DCA gives such notice to the Owner.

Maintenance, Operation and inspection.

(A). The Owner agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with Housing Quality Standards per SRAP Rules and agrees to provide all the services, maintenance and utilities as agreed to in the Lease. The DCA shall not make any housing assistance payment for the Contract unit if the unit does not meet the Housing Quality Standards unless the Owner promptly corrects the defect and the DCA verifies the correction.

(B). The DCA shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as the DCA determines necessary, to assure that the unit is decent, safe and sanitary condition, and that the Owner is providing all the services, maintenance and utilities agreed to under the lease.

(C). If the DCA determines that the Contract unit does not meet the space requirements of the SRAP Housing Quality Standards because of an increase in Household size or a change in Household composition, the DCA may terminate the subsidy upon notice to the Owner.

(D). Maintenance and replacement (including redecoration) shall be in accordance with the standard practice for the building concerned as established by the Owner.

Monthly Payment to Owner.

(A). The Owner shall be paid under this Contract on or about the first day of the month for which payment is due. The Owner agrees that the endorsement on the check:

(1). Shall be conclusive evidence that the Owner has received the full amount of the housing assistance payment for the month, and

(2). Shall be a certification by the Owner that:

(i). The Contract unit is decent, safe and sanitary in accordance with the SRAP Housing Quality Standards, and the Owner is providing all the services, maintenance and utilities as agreed to in the lease.

(ii). The Contract unit is leased to the Household named in section 1 (A), and the Lease is in accordance with section 1(B).

(iii). The amount of the monthly housing assistance payment to the Owner is not more than the amount of the monthly rent payable by the Household to the Owner under the Lease.

(iv). The Household and the DCA do not own, or have any interest in the Contract unit.

(v). Except for the housing assistance payment under this Contract, the Owner has not received and will not receive any of the following with respect to the contract unit during the term of the Contract: section 8 or section 23 housing assistance, section 101 rent supplements, section 236 rental assistance payments or other duplicative Federal, State or local housing subsidy as determined by DCA.

(vi). To the best of the Owner's knowledge, the members of the Household occupy the Contract unit, and the unit is used solely for residence by the Household, and as the Household's principal place of residence.

(B). If the DCA determines that the Owner is not entitled to the payment or any part of it, the DCA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner (including amounts due under any other housing assistance payments contract or housing voucher contract).

Security Deposits for Unpaid Rent and Damages.

(A). The Owner shall comply with State law regarding security deposits from a Household, and shall not collect a security deposit which is more than the amount permitted by State law.

(B). The owner must follow the provisions set forth under the "Security Deposit Law" (NJSA 46:8 - 19 et. Seq).

No payment After Household Moves.

Housing assistance payments shall be made by the DCA to the Owner under this Contract only for the period during which the Contract unit is leased and occupied by the Household. If the Household moves out, the Owner shall promptly notify the DCA, and the DCA shall make no additional housing assistance payments to the Owner for any month after the month in which the Household moves. The Owner may retain the housing assistance payment for the month in which the Household moves.

Termination of the Contract

This contract may be terminated upon at least 30 days written notice to the OWNER by the PHA if the PHA determines that the contract units were not selected in accordance with the PHA approved written selection policy or that the contract units were not eligible for selection in conformity with DCA policies.

Termination of Tenancy.

(A). The Owner shall not terminate the tenancy of the Household except for:

(1). Serious or repeated violation of the terms and conditions of the Lease;

(2). Violation of Federal, State or local law which imposes obligations on the Household in connection with occupancy and use of the dwelling unit and surrounding premises; or

(3). Other good causes.

(B). The Owner may evict the Household from the Contract unit only by instituting a court action. The Owner must notify the DCA in writing of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Household under State or local law. The notice to the DCA may be given by furnishing to the DCA a copy of the notice to the Household.

Nondiscrimination In Housing.

(A). The Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex, handicap or national origin. Unwed parents, households with children born out of wedlock.

Rights of DCA if Owner Breaches the Contract.

(A). Any of the following shall constitute a breach of this Contract:

(1). If the Owner has violated any obligation under this contract

(2). If the Owner has committed any fraud or made any false statement to the DCA in connection with this Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

(B). If the DCA determines that a breach has occurred, the DCA may exercise any of its rights or remedies under this Contract. The DCA shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by the DCA to the Owner may require the Owner to take corrective action (as verified by the DCA) by a time prescribed in the notice. The DCA rights and remedies under this Contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of this Contract.

(C). Any termination or reduction of housing assistance payments, or termination of this Contract by the DCA in accordance with this Contract, shall take effect in accordance with a written notice by the DCA to the Owner.

(D). The DCA's exercise or non-exercise of any remedy for Owner breach of this Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

DCA Relation to Third Parties

(A). The DCA does not assume any responsibility for injury to, or any liability to, and person injured as a result of the Owner's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner.

(B). The Owner is not the agent of the DCA, and this Contract does not create or affect any relationship between the DCA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Contract.

(C). Nothing in this Contract shall be construed as creating any right of the Household or other third party to enforce any provision of this Contract, or to assert any claim against DCA or the Owner under this Contract.

Conflict of Interest.

No present or former member or officer of the DCA no employee of the DCA who formulates policy or influences decisions with respect to the SRAP Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the SRAP Program shall have any direct or indirect interest, during this person's tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

Transfer of the Contract.

The Owner has not made and will not make any transfer in any form of his Contract without the prior written consent of the DCA. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section. The DCA shall give its consent to a transfer of this Contract if the transferee agrees in writing (in a form acceptable to the DCA) to comply with all the terms and conditions of this Contract. The transferee shall give the DCA a copy of the executed agreement.

Conditions for Housing Assistance Payments.

The right of the Owner to receive housing assistance payments under this Contract shall be subject to compliance with all the provisions of this Contract.

Entire Agreement; Interpretation.

(A). This Contract contains the entire agreement **including exhibits** between the Owner and the DCA. No changes in this Contract shall be made except in writing signed by both the Owner and the DCA.

Warranty of Legal Capacity And Condition of Unit.

(A). The Owner warrants (1) that the Contract unit is in decent, safe, and sanitary condition as defined by SRAP rules, and (2) that the Owner has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

(B). The party, if any, executing this Contract on behalf of the Owner hereby warrants that authorization has been given by the Owner to execute it on behalf of the Owner.

Signatures:**Housing Agency****DCA****BY**

Deputy Director
(Official Title)

Owner**BY** Martin Klein

Executive Manager

Seashore Elder Housing, LLC

GP for Seashore Elder Housing, LP

(Official Title)

MAIL PAYMENTS TO:**NAME** Seashore Elder Housing, LP**ADDRESS** 24 W. Jimmie Leeds Road**CITY/STATE** Galloway, NJ 08205**FEDERAL ID# or****Social Security No.** 27-1436238**DATE****DATE**

**SRAP:
Housing Voucher Contract**

**New Jersey Department of Community Affairs
Division of Housing – SRAP**

Contract Number

This SRAP: Housing Assistance Contract ("Contract") is entered into between the NJ Department of Community Affairs, Division of Housing and Seashore Elder Housing LP (Seashore Gardens Foundation) ("Owner")

The purpose of this contract is to provide housing assistance payments on behalf of eligible Families (families) leasing decent, safe, and sanitary facilities from the owner. The DCA will make housing assistance payments to the Owner on behalf of the Households in accordance with this Contract.

Contract Unit, Household and Lease.

A). This Contract applies only to dwelling units ("Contract units") designated in this section

Contract units: *(Address of Contract units, including apartment numbers, if any, City, State and Zip Code)*

24 W. Jimmie Leeds Road, Galloway Township, NJ 08205 (Atlantic County) 10 one-bedroom units
First floor- 103, 104, 112, 116; Second floor- 206, 217, 221; Third floor- 306, 317, 321

Effective Date, Term and Contents of Contract

☒ The following paragraphs A. and B. are applicable if the contract units are not to be completed and accepted in stages.

- A. (Effective date of contract) The effective date of this contract is 11/1/2021 (This date shall be no earlier than the date of the PHA inspection and acceptance of the unit and related facilities.)
- B. Term of Contract. The term of this contract begins on the effective date of the Contract, and ends on 10/31/2031. (Insert a date which is no later than 10 years.)

☐ The following paragraphs A.B. are applicable if the contract units are to be completed and accepted in stages.

- A. Effective Date Of Contract. The effective date of the contract for each stage is outlined on the attached exhibit and must be signed no earlier than the date of the PHA inspection and acceptance of the unit and related facilities in that stage. [for each stage, insert the effective date for the stage.
- B. B. Term of contract. The term of this contract for each stage is 10 years beginning on the effective date of the contract for that stage. The last day of the contract term for each stage is to be no later than 10 years.

B). The Owner shall lease the Contract unit to the Household. The Lease to be executed by the Household and the Owner for the Contract unit has been approved by the DCA, and shall be executed in the form approved. The Lease shall contain all provisions required by DCA, and shall not contain any provisions prohibited by DCA. (No changes shall be made in the Lease unless the changes have been approved in writing by DCA).

C). The amount of the monthly rent payable by the Household to the Owner is determined by the provisions of the Housing Assistance Payments contract between the Owner and the DCA. The amount of the monthly rent under the Lease may not be increased during the first year of the term of such Lease. **The Contract may provide for increase in such monthly rent after the first year of the term, if the Owner gives at least sixty days written notice to DCA. The notice shall state both the new rental amount and, and the date from which the increased rent is payable.**

Term of Contract.

The term of this Contract shall be for 120 consecutive months beginning on 11/1/21, and shall end on the last day of October 2031. This Contract shall end in any event if the DCA determines, that available funding is insufficient to support continued assistance.

Housing Assistant Payment.

A). Each month the DCA shall make a housing assistance payment to the Owner on behalf of the Household. The monthly assistance payment by the DCA shall be credited by the Owner toward the monthly rent payable by the Household to the Owner under the Lease. If the housing assistance payment for a month is less than the full amount of the monthly rent, the Household shall be responsible for the payment of the balance.

The amount of the monthly assistance payment to the Owner shall in no event be more than the amount of the monthly rent (and the owner shall immediately return excess payment to DCA).

B). The amount of the housing assistance payment by the DCA to the owner is subject to change, and shall be determined by the DCA in accordance with SRAP regulations and other requirements. Initially and until such change the amount of the housing assistance payment shall be \$ TBD per month. The DCA has no duty to pay the owner any balance of the monthly rent in excess of the housing assistance payment. The obligation of the DCA is limited to making housing assistance payments on behalf of the Household in accordance with this Contract. If 180 days has passed since the date of the last housing payment, this Contract shall terminate automatically.

C). DCA cannot assist a household in this project if the household is awarded a Housing Choice Voucher. DCA will continue to make payments for a period not to exceed 120 days from the month in which the family receives the Housing Choice Voucher.

D) DCA may terminate housing assistance payments under this contract because of action or inaction by the Household, in the following cases:

- (1). If the Household has committed any fraud in connection with any Federal housing assistance program.
- (2). If the Household has violated any of the Household's obligations under the SRAP Program, **or**
- (3). If the Household has breached an agreement with DCA.

D). The DCA shall notify the Owner in writing of a decision to terminate housing assistance payments under section 3 (C) and that housing assistance payments under this Contract shall terminate at the end of the calendar month which follows the calendar month in which the DCA gives such notice to the Owner.

Maintenance, Operation and inspection.

(A). The Owner agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with Housing Quality Standards per SRAP Rules and agrees to provide all the services, maintenance and utilities as agreed to in the Lease. The DCA shall not make any housing assistance payment for the Contract unit if the unit does not meet the Housing Quality Standards unless the Owner promptly corrects the defect and the DCA verifies the correction.

(B). The DCA shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as the DCA determines necessary, to assure that the unit is decent, safe and sanitary condition, and that the Owner is providing all the services, maintenance and utilities agreed to under the lease.

(C). If the DCA determines that the Contract unit does not meet the space requirements of the SRAP Housing Quality Standards because of an increase in Household size or a change in Household composition, the DCA may terminate the subsidy upon notice to the Owner.

(D). Maintenance and replacement (including redecoration) shall be in accordance with the standard practice for the building concerned as established by the Owner.

Monthly Payment to Owner.

(A). The Owner shall be paid under this Contract on or about the first day of the month for which payment is due. The Owner agrees that the endorsement on the check:

- (1). Shall be conclusive evidence that the Owner has received the full amount of the housing assistance payment for the month, and
- (2). Shall be a certification by the Owner that:

(i). The Contract unit is decent, safe and sanitary in accordance with the SRAP Housing Quality Standards, and the Owner is providing all the services, maintenance and utilities as agreed to in the lease.

(ii). The Contract unit is leased to the Household named in section 1 (A). and the Lease is in accordance with section 1(B).

(iii). The amount of the monthly housing assistance payment to the Owner is not more than the amount of the monthly rent payable by the Household to the Owner under the Lease.

(iv). The Household and the DCA do not own, or have any interest in the Contract unit.

(v). Except for the housing assistance payment under this Contract, the Owner has not received and will not receive any of the following with respect to the contract unit during the term of the Contract: section 8 or section 23 housing assistance, section 101 rent supplements, section 236 rental assistance payments or other duplicative Federal, State or local housing subsidy as determined by DCA.

(vi). To the best of the Owner's knowledge, the members of the Household occupy the Contract unit, and the unit is used solely for residence by the Household, and as the Household's principal place of residence.

(B). If the DCA determines that the Owner is not entitled to the payment or any part of it, the DCA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner (including amounts due under any other housing assistance payments contract or housing voucher contract).

Security Deposits for Unpaid Rent and Damages.

(A). The Owner shall comply with State law regarding security deposits from a Household, and shall not collect a security deposit which is more that the amount permitted by State law.

(B). The Owner must follow the provisions set forth under the "Security Deposit Law" (NJSA 46:8 - 19 et. Seq.

No payment After Household Moves.

Housing assistance payments shall be made by the DCA to the Owner under this Contract only for the period during which the Contract unit is leased and occupied by the Household. If the Household moves out, the Owner shall promptly notify the DCA, and the DCA shall make no additional housing assistance payments to the Owner for any month after the month in which the Household moves. The Owner may retain the housing assistance payment for the month in which the Household moves.

Termination of the Contract

This contract may be terminated upon at least 30 days written notice to the OWNER by the PHA if the PHA determines that the contract units were not selected in accordance with the PHA approved written selection policy or that the contract units were not eligible for selection in conformity with DCA policies.

Termination of Tenancy.

(A). The Owner shall not terminate the tenancy of the Household except for:

- (1). Serious or repeated violation of the terms and conditions of the Lease;
- (2). Violation of Federal, State or local law which imposes obligations on the Household in connection with occupancy and use of the dwelling unit and surrounding premises; or
- (3). Other good causes.

(B). The Owner may evict the Household from the Contract unit only by instituting a court action. The Owner must notify the DCA in writing of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Household under State or local law. The notice to the DCA may be given by furnishing to the DCA a copy of the notice to the Household.

Nondiscrimination In Housing.

(A). The Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex, handicap or national origin. Unwed parents, households with children born out of wedlock.

Rights of DCA if Owner Breaches the Contract.

(A). Any of the following shall constitute a breach of this Contract:

- (1). If the Owner has violated any obligation under this contract
- (2). If the Owner has committed any fraud or made any false statement to the DCA in connection with this Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

(B). If the DCA determines that a breach has occurred, the DCA may exercise any of its rights or remedies under this Contract. The DCA shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by the DCA to the Owner may require the Owner to take corrective action (as verified by the DCA) by a time prescribed in the notice. The DCA rights and remedies under this Contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of this Contract.

(C). Any termination or reduction of housing assistance payments, or termination of this Contract by the DCA in accordance with this Contract, shall take effect in accordance with a written notice by the DCA to the Owner.

(D). The DCA's exercise or non-exercise of any remedy for Owner breach of this Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

DCA Relation to Third Parties

(A). The DCA does not assume any responsibility for injury to, or any liability to, and person injured as a result of the Owner's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner.

(B). The Owner is not the agent of the DCA, and this Contract does not create or affect any relationship between the DCA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Contract.

(C). Nothing in this Contract shall be construed as creating any right of the Household or other third party to enforce any provision of this Contract, or to assert any claim against DCA or the Owner under this Contract.

Conflict of Interest.

No present or former member or officer of the DCA no employee of the DCA who formulates policy or influences decisions with respect to the SRAP Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the SRAP Program shall have any direct or indirect interest, during this person's tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

Transfer of the Contract.

The Owner has not made and will not make any transfer in any form of his Contract without the prior written consent of the DCA. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section. The DCA shall give its consent to a transfer of this Contract if the transferee agrees in writing (in a form acceptable to the DCA) to comply with all the terms and conditions of this Contract. The transferee shall give the DCA a copy of the executed agreement.

Conditions for Housing Assistance Payments.

The right of the Owner to receive housing assistance payments under this Contract shall be subject to compliance with all the provisions of this Contract.

Entire Agreement; Interpretation.

(A). This Contract contains the entire agreement **including exhibits** between the Owner and the DCA. No changes in this Contract shall be made except in writing signed by both the Owner and the DCA.

Warranty of Legal Capacity And Condition of Unit.

(A). The Owner warrants (1) that the Contract unit is in decent, safe, and sanitary condition as defined by SRAP rules, and (2) that the Owner has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

(B). The party, if any, executing this Contract on behalf of the Owner hereby warrants that authorization has been given by the Owner to execute it on behalf of the Owner.

Signatures: _____**Housing Agency**

DCA _____

Owner _____

BY _____

BY _____

(Official Title)

(Official Title)

DATE _____


DATE _____

MAIL PAYMENTS TO:NAME Seashore Elder Housing, LP
ADDRESS 24 W. Jimmie Leeds RoadCITY/STATE Galloway, NJ 08205FEDERAL ID# or
Social Security No. 27-1436238

LIHTC #0912

Record and Return to:
Melinda J. Sciarrotta
New Jersey Housing and Mortgage
Finance Agency
687 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

Prepared By:

Board Approved Revision 11/16/04

Frank Sciarrotta

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DEED OF EASEMENT AND RESTRICTIVE COVENANT
FOR EXTENDED LOW-INCOME OCCUPANCY
(Leasehold)

THIS DEED OF EASEMENT and RESTRICTIVE COVENANT (the "Covenant") dated as of the 27th day of May, 2010, shall run with the land and is granted by Hebrew Old Age Center of Atlantic City a/k/a, Hebrew Old Age Center d/b/a, Seashore Gardens Living Center, whose principal address is 22 W. Jimmie Leeds Road, Galloway Township, NJ 08205, and its successors and assigns (the "Landowner"), the owner and lessor of the real property more fully described on Attachment "A" attached hereto and incorporated herein and by the Owner of the Project, Seashore Elder Housing Limited Partnership, whose principal address is 22 W. Jimmie Leeds Road, Galloway Township, NJ 08205, who is the lessee of the real property and owner of the improvements thereon, and its successors and assigns (the "Project Owner"), to the New Jersey Housing and Mortgage Finance Agency, its successors and assigns, (the "Agency") acting as the housing credit Agency for the State of New Jersey as described in Section 42(h)(3) of the Internal Revenue Code as amended, and to income eligible members of the public as defined below. As conditioned below this Covenant restricts occupancy of the described premises to income eligible occupants for a specified period of time. This Covenant is made in satisfaction of the requirements of Section 42 of the Federal Tax Reform Act of 1986, P.L. 99-514, as amended, (the "Code").

As indicated on the 2009 Carryover Agreement and the 2009 Section 1602 Carryover Agreement for the building described below, the Agency has allocated Low Income Housing Tax Credits ("LIHTC") authorized under the Code in the annual amount not to exceed \$120,000 to be claimed by the Project Owner over a 10 or 15 year period pursuant to the Code. In consideration of the receipt of the benefit of the LIHTC, the Project Owner hereby agrees to the following restrictive covenants, which are made in satisfaction of the requirements contained in Section 42(h)(6) of the Code.

- (1) The one building, which consist of a total of 58 residential rental units, of which 58 are LIHTC units, and which will constitute a qualified low-income housing project as defined in Section 42 (g)(1) of the Code and regulations promulgated thereunder, the rental units in which will be rented or available for rental on a continuous basis to members of the general public, shall be known as Seashore Gardens (the "Project"). The Project is located at 22 W. Jimmie Leeds Road, Galloway Township, NJ 08205, Municipal Tax Map Block No. 866.01, Lot No.4-8 in the County of Atlantic, New Jersey, and title to which has been recorded in the County Clerk or Register's Office being more fully described as set forth in Attachment "A" hereto.

ATLANTIC COUNTY, NJ EDWARD P. HIGGITTIGAN, COUNTY CLERK
VDL 13152 RECORDED 06/02/2010 10:37:55 AM
REC FEES 110.00 MARGINAL NOTATION 0.00 RPT# 821777
INST# 2010033034
RECD BY: pjm

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- (2) ☐ If this box is checked, the Project received its allocation of LIHTC from the nonprofit set-aside and/or received points as a qualified nonprofit general partner pursuant to N.J.A.C. 5:80-33 ("Qualified Allocation Plan") as amended and Section 42(h)(5) of the Tax Code, and any new owner during the compliance period must qualify under these rules.
- (3) The applicable fraction, as defined in Section 42(c)(1)(B) of the Code (the smaller of the low-income unit fraction or the low-income floor space fraction), and as provided by the Project Owner in its low income housing tax credit application (the "Application") is 100 percent. This fraction shall not be decreased during any taxable year of the compliance period or extended use period unless terminated in accordance with the provisions enumerated at Section 42(h)(6)(E) of the Code and, if applicable, paragraph (5) below.
- (4) This Covenant and the Section 42 occupancy and rent restrictions shall commence on the first day of the compliance period as defined in section 42 of the Code, and shall end on the date specified in paragraph (5) below, unless terminated by foreclosure or instrument in lieu of foreclosure, pursuant to the provisions of the Code, and any regulations promulgated thereunder.
- (5) The Code requires that LIHTC projects retain all occupancy and rent restrictions for a minimum of 30 years unless terminated pursuant to section 42(h)(6)(E) of the Code. The Code defines the first 15 years as the compliance period and defines the entire 30 years (or more) as the extended use period. In order to increase the competitive score of the Application, the Project Owner elected to increase the compliance period as indicated with an ("X") below:
- ☒ If this box is checked, the Project Owner elected in the Application to increase the compliance period described in section 42(i)(1) of the Code by an additional 15 years for a total of 30 years, ("Extended Compliance Period"), and waives the right under section 42(h)(6)(E)(i)(II) of the Code to submit a written request to the Agency to find a buyer after the close of the 14th year of the compliance period, and agrees that this has the effect of delaying the period for finding a buyer under section 42(h)(6)(I) of the Code until the one year period beginning on the date (after the 29th year of the compliance period) that the Project Owner may submit a written request to the Agency to find a buyer. At the end of the extended compliance period will remain a 15-year extended use period. Therefore, this Covenant shall extinguish at the close of the 45th year after the beginning of the compliance period unless terminated by foreclosure or instrument in lieu of foreclosure or unless terminated after the extended compliance period because the Agency was unable to present a qualified contract during the one year period of time specified in this paragraph (5).
- (6) The compliance period begins at the same time as the credit period. The Project Owner elects when to begin the credit period at the time the Project Owner's first tax return is filed with the Internal Revenue Service. It is expected that the Project Owner will begin the credit period in 2011.

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- (7) The federal set-aside, as defined by Section 42(g)(1) of the Tax Code, which was selected by the Project Owner in its Application requires that 40 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 60 percent or less of area median gross income (AMGI) ("income eligible members of the public"). The selection of this federal set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (8) ☒ If this box is checked, the Project is also subject to the state set-aside, which is defined in the 2009 Qualified Allocation Plan and was selected by the Project Owner in its Application. The state set-aside requires that 10 percent or more of the residential units in the Project are both rent restricted and occupied by individuals whose income is 30 percent or less of AMGI. The selection of this state set-aside is irrevocable and is binding on the Project Owner and all successors in interest to the Project through the end of the extended use period.
- (9) ☒ If this box is checked, the Project is a Special Needs Project as defined in the ____ 2009 Qualified Allocation Plan, and as selected by the Project Owner in its Application and as such, the Project Owner must BOTH restrict 10 units or 25 percent of the total project units, whichever is greater of the LIHTC units in the Project for occupancy by one or more special needs population through the end of the compliance period AND make available at a reasonable cost to all tenants with special needs a minimum of three appropriate and accessible social services throughout the compliance period. One of the social services must be a social services coordinator. With written approval from the Agency, the Project Owner may substitute another special needs population for the one(s) identified in its Application and may substitute services to better address the needs of the tenants with special needs.
- (10) ☒ If this box is checked, the Project Owner is required to make available to tenants of all LIHTC units 6 appropriate and affordable social service(s) throughout the compliance period in accordance with the Social Services Model as defined in the 2009 Qualified Allocation Plan, and as selected by the Project Owner in its Application. Social services may be modified to better address the needs of the low-income tenants of the Project upon written approval of the Agency.
- (11) ☒ If this box is checked, the Project Owner pledged in the Application to employ throughout the compliance period a property manager for the Project who has successfully completed an Agency-approved tax credit certification course.
- (12) ☒ If this box is checked, the Project Owner shall maintain in good working order throughout the compliance period all unit and project amenities promised in the Application. There shall be a minimum of 3 unit amenities and 2 project amenities and at least one community policing or public safety enhancement as defined in the 2009 Qualified Allocation Plan.
- (13) Pursuant to Section 42(h)(6)(B)(iii) of the Code, this Covenant prohibits the disposition to any person of any portion of a building to which this Covenant applies unless all of the building to which such Covenant applies is disposed of to such person.

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- (14) Pursuant to Revenue Ruling 2004-82, this Covenant prohibits (i) the eviction or termination of tenancy (other than for good cause) of an existing tenant of any low-income unit or (ii) any increase in the gross rent with respect to the unit not otherwise permitted under section 42 of the Code for the term of the extended use period and a period of three (3) years following any termination of this Covenant, including any termination by foreclosure or instrument in lieu of.
- (15) Pursuant to Section 42(h)(6)(B)(iv) of the Code, this Covenant prohibits the refusal to lease to a holder of a voucher or certificate of eligibility under Section 8 of the United States Housing Act of 1937 because of the status of the prospective tenant as such a holder.
- (16) This Covenant shall constitute an agreement among the Agency, the Landowner and the Project Owner which is enforceable in the courts of the State of New Jersey by the Agency or by individual(s), whether prospective, present, or former occupants of the Project, who meet the income limitations applicable to the Project under Section 42(g) of the Code, said individual(s) being express beneficiaries of this Covenant.
- (17) The Project Owner agrees to comply with the requirements of the federal Fair Housing Act as it may from time to time be amended.
- (18) The Project Owner agrees to obtain the consent of any recorded lien holder on the Project to this Covenant and such consent shall take the form of a Subordination Agreement between the lender and the Agency and shall be a condition precedent to the issuance of IRS Form(s) 8609.
- (19) This Covenant is binding on all successors in interest to the Project and shall run with the land until the end of the extended use period set forth in paragraph 5 above, unless terminated prior to said date in accordance with all provisions of the Code and the regulations promulgated thereunder.
- (20) These covenants may, from time to time, be amended only with the written consent of the Agency, to reflect changes to the Code or regulations promulgated thereunder. The Landowner and the Project Owner expressly agree to enter into such amendments as may be necessary to maintain compliance under Section 42 of the Code.
- (21) In order to enable the Agency to monitor the Project Owner's compliance with these use and occupancy restrictions pursuant to the Code, Project Owner covenants and agrees that the Agency and its agents or employees shall be allowed to enter and inspect the Project during business hours and to inspect and copy all books and records pertaining to the Project.
- (22) The Project Owner covenants and agrees to comply and cooperate with the Code and all Agency tax credit compliance monitoring procedures including but not limited to completing and sending to the Agency an annual status report, or, if requested by an authorized official of the Agency, more frequent reports, in form and content acceptable to the Agency, which shall demonstrate ongoing compliance with this Covenant.

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- (23) The Project Owner covenants and agrees that in the event it files for bankruptcy, liquidates, sells or otherwise transfers ownership of the Project, it will notify the Agency in writing, and further, that as a condition precedent to any sale or transfer it will enter into such agreements with the purchaser or transferee as may be prescribed by the Agency, which have the effect of causing such purchaser or transferee to be bound by these use and occupancy restrictions, as they may be amended or supplemented.
- (24) The terms of this Covenant shall be interpreted, conditioned and supplemented in accordance with and by Section 42 of the Code and regulations promulgated thereunder, all of which are incorporated herein by reference, whether or not such provisions of the Code or regulations are expressed or referenced herein. In the event of any conflict between this Covenant and the requirements of the Code, the Code shall prevail. The Agency reserves the right to set conditions for the allocation of LIHTC by regulation that may be more stringent than the Code.
- (25) The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining provisions.
- (26) This Covenant may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

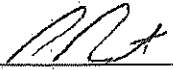
[SIGNATURES ON NEXT PAGE]

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Signatures: This Covenant is granted by the Landowner and the Project Owner whose duly authorized representatives' signatures appears below duly acknowledged and notarized.

WITNESS (IF INDIVIDUAL, LLC, OR LP)
ATTEST (IF A CORPORATION)

LANDOWNER: Hebrew Old Age Center of Atlantic City a/k/a
Hebrew Old Age Center d/b/a
Seashore Gardens Living Center



By:



Authorized Representative

Martin H. Klein, Pres/CEO
Print Name and Title

ATTEST
(IF A CORPORATION)

PROJECT OWNER: Seashore Elder Housing Limited Partnership



By:



Authorized Representative

Martin H. Klein Exec. Mgr.
Print Name and Title

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**LAND OWNER
ACKNOWLEDGEMENT FOR PARTNERSHIP**
(who has a corporate entity as general partner)

STATE OF NEW JERSEY)
) SS:
COUNTY OF Mercer)

I CERTIFY that on 27th Day of May 2010,
Martin H. Klein OF THE PARTNERSHIP personally came
before me, and this person acknowledged under oath, to my satisfaction, that (a) this person is the
President of Hebrew Old Age Center ~~who is the general partner of~~
Partnership the Owner named in this document (the "Partnership");
and (b) this document was signed and delivered by the Partnership as its voluntary act duly authorized
by a proper resolution of the Board of Directors of the ~~General Partner~~
Partnership.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

Aida Luz Lopez
Notary Public

Aida Luz Lopez
Notary Public of New Jersey
My Commission Expires: July 19, 2012

Board Approved Revision 11/18/04

**PROJECT OWNER
ACKNOWLEDGEMENT FOR PARTNERSHIP
(who has a corporate entity as general partner)**

STATE OF NEW JERSEY :

: SS.:

COUNTY OF Merced :

I HEREBY CERTIFY, that on this 27th day of May, 2010, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Martin H. Klein, who acknowledged himself under oath, to my satisfaction, to be the Executive Manager of Seashore Elder Housing, LLC, the general partner of Seashore Elder Housing Limited Partnership, a New Jersey limited partnership, and that he, as such Executive Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as Executive Manager, in my presence, the name of said limited liability company as general partner on behalf of said limited partnership.

SWORN TO AND SUBSCRIBED
before me, the date aforesaid.

Aida L. Lopez
Notary Public

Aida Luz Lopez
Notary Public of New Jersey
My Commission Expires: July 19, 2012

LEGAL DESCRIPTION

BEGINNING at a point in the southerly right-of-way line of Jimmie Leeds Road (a.k.a. Atlantic County Route 561 - 49.50 feet wide) in the division line between tax lots 4 and 5, said point being eastwardly a distance of 723.94 feet from the easterly line of Ash Avenue (50' wide) thence

1. S 78°42'18" E, along the southerly right-of-way line of Jimmie Leeds Road a distance of 185.24 feet to a point for a corner in the division line between tax lots 5 and 6; thence
2. S 11°17'42" W, along the division line between tax lots 5 and 6 a distance of 50.95 feet to a point of curvature in same; thence
3. Southwestwardly along the curved division line between tax lots 5 and 6, curving to the left, having a radius of 282.00 feet (chord: S 03°26'33" W, 77.06 feet) an arc distance of 77.30 feet to a point of tangency in same; thence
4. S 04°24'36" E, continuing along said division line between tax lots 5 and 6 a distance of 45.92 feet to a point of curvature in same; thence
5. Southwestwardly along the curved division line between tax lots 5 and 6, curving to the right, having a radius of 114.00 feet (chord: S 18°27'45" W, 88.62 feet), an arc distance of 91.02 feet to a point of tangency in same; thence
6. S 41°20'05" W, continuing along said division line between tax lots 5 and 6 a distance of 11.81 feet to a point of curvature in same; thence
7. Southwestwardly along the curved division line between tax lots 5 and 6, curving to the right, having a radius of 76.00 feet (chord: S 59°06'09" W, 46.38 feet), an arc distance of 47.14 feet to a point of tangency in same; thence
8. S 76°52'13" W, continuing along the division line between tax lots 5 and 6 a distance of 20.51 feet to a point for a corner in same; thence
9. S 84°57'39" W, continuing along said division line between tax lots 5 and 6 a distance of 89.90 feet to a point; thence
10. S 67°49'35" W, continuing along said division line between tax lots 5 and 6 a distance of 42.70 feet to a point; thence
11. S 84°57'42" W, continuing along said division line between tax lots 5 and 6 a distance of 40.23 feet to a point for a corner in the division line between tax lots 3, 5 and 6; thence
12. N 05°02'18" W, along the division line between tax lots 3 and 5 a distance of 198.24 feet to a point for a corner in the division line between tax lots 3, 4 and 5; thence
13. N 84°57'42" E, along the division line between tax lots 5 and 6 a distance of 84.00 feet to a point for a corner in same; thence
14. N 10°21'38" E, continuing along said division line between tax lots 4 and 5 a distance of 155.57 feet to the point or place of BEGINNING.

BEING KNOWN AS Lot 5 in Block 866.01 as shown on the Tax Map of Galloway Township

The above descriptions have been prepared in accordance with a map of survey entitled "Plan of Major Subdivision, Block 866.01, Lots 4, 5, 6, 7 & 8, Galloway Township, Atlantic County, NJ" prepared by Vargo Associates dated October 27, 2006, last revised July 24, 2009 and noted as Project 06196.

APPENDIX E

Galloway Township Ordinance #2140-2024 (Society Hill Deed Restrictions)

ORDINANCE # 2140 - 2024

ORDINANCE RELEASING DEED RESTRICTIONS FOR CERTAIN AFFORDABLE HOUSING UNITS WITHIN SOCIETY HILL AND AUTHORIZING EXECUTION OF DISCHARGES OF REPAYMENT MORTGAGES UPON SATISFACTION OF REPAYMENT OBLIGATIONS

WHEREAS, the New Jersey Supreme Court, through its many rulings, including but not limited to *South Burlington County NAACP v. Mount Laurel*, 67 N.J. 151 (1975) (“Mount Laurel I”) and *South Burlington County NAACP v. Mount Laurel*, 92 N.J. 158 (1983) (“Mount Laurel II”), has declared that every municipality in New Jersey has a constitutional obligation to provide a realistic opportunity to provide its fair share of housing that is affordable to low and moderate income households (“Constitutional Obligation”); and

WHEREAS, the New Jersey Legislature has codified this constitutional obligation through the adoption of the Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.* (“FHA”); and

WHEREAS, in order to comply with Galloway Township’s Constitutional Obligations as set forth in Mount Laurel I, Mount Laurel II and the FHA, on May 12, 1998, K. Hovnanian at Galloway recorded a deed restriction entitled, “Affordable Housing Plan for Society Hill at Galloway II Condominium,” which was recorded at Deed Book 5733, Page 090 in the Atlantic County Clerk’s Office (“Society Hill II Deed Restriction”), which imposed a deed restriction for thirty-seven (37) properties within the Society Hill at Galloway II Condominium project, as more particularly identified on Exhibit A attached hereto; and

WHEREAS, K. Hovnanian at Galloway recorded another deed restriction on September 26, 1988, entitled, “Affordable Housing Plan for Society Hill at Galloway III Condominium,” which was recorded at Deed Book 4768, Page 001 in the Atlantic County Clerk’s Office (“Society Hill III Deed Restriction”), which imposed a deed restriction for twenty-four (24) properties within the Society Hill at Galloway III Condominium project, as more particularly identified on Exhibit B attached hereto; and

WHEREAS, both the Society Hill II Deed Restriction and the Society Hill III Deed Restriction (collectively referred to as the “Original Deed Restrictions”) imposed a 20-year restriction on the ability to sell the property, mandating that the property owner could not sell or rent their property for any amount greater than the purchase price plus a percent increase based on Section 8 HUD Income limits, and after the expiration of the 20-year restriction, the Township of Galloway retained an interest in the “Windfall Value” as defined therein, which required payment of a percentage of the resale value to the Township based upon a formula set forth therein; and

WHEREAS, between 1988 and 1990, K. Hovnanian at Galloway began selling the residential units subject to the Original Deed Restrictions; and

WHEREAS, in the late 1990s, the owners of most of the residential units subject to the Original Deed Restrictions executed new deed restrictions which maintained the period of resale restriction to 20 years, but imposed a new repayment obligation at the expiration of the 20-year

restriction period as follows (“95/5 Deed Restriction”): (1) upon the first sale following the expiration of the 20-year restriction, the owner is required to repay to the Township 95% of the difference between the sale price and the maximum price that the unit could be sold under the deed restriction; and (2) in the event of a Foreclosure Sale by the defaulting mortgagor shall be responsible to pay the difference between the foreclosure sale price and the maximum price that the unit could be sold under the deed restriction; and

WHEREAS, pursuant to the terms of the 95/5 Deed Restriction, the 95/5 Deed Restriction superseded the affordability control requirements of the Original Deed Restrictions; and

WHEREAS, under both the Original Deed Restrictions and the 95/5 Deed Restriction, the restrictions set forth therein were set to expire after twenty (20) years, or in the event of a foreclosure by the holder of a First Purchase Money Mortgage; and

WHEREAS, on March 31, 2009, 16 Arapaho Place entered into a new 95/5 Deed Restriction (“16 Arapaho Deed Restriction”), which extended the 95/5 Deed Restriction for an additional period of 20 years until March 31, 2020, but a judgment of foreclosure was executed on January 27, 2014; and

WHEREAS, the 16 Arapaho Deed Restriction states that the restrictions and covenants set forth in the 16 Arapaho Deed Restriction shall terminate upon a foreclosure of a first purchase money mortgage on the property; and

WHEREAS, recapture mortgages to collect the proceeds from the repayment required under the 95/5 Deed Restriction were filed against several of the units subject to the 95/5 Deed Restriction; and

WHEREAS, on March 5, 2009, 42 Arapaho Place entered into new 95/5 Deed Restriction extending the deed restriction for a period of thirty (30) years until March 5, 2039 (“42 Arapaho Deed Restriction”), and this new deed restriction remains in effect; and

WHEREAS, on January 30, 2009, 72 Apache Court entered into a new 95/5 Deed extending the deed restriction for a period of thirty (30) years until January 30, 2039 (“72 Apache Deed Restriction”), and this new deed restriction remains in effect; and

WHEREAS, other than the 2009 Deed Restriction on 42 Arapaho Place and 72 Apache Court, all of the other Deed Restrictions and 95/5 Deed Restrictions have expired; and

WHEREAS, N.J.A.C. 5:80-26.1 states that “[u]nless expressly stated otherwise herein, this subchapter shall apply to all restricted units described in the foregoing sentence, regardless of the date on which the units were created”; and

WHEREAS, N.J.A.C. 5:80-26.5(a)2 states that any unit that was subject to a contract with the State or any municipality prior to December 20, 2004 shall have its control period governed by said contract; and

WHEREAS, both the Original Deed Restriction and all of the 95/5 Deed Restrictions, except for 42 Arapaho Place and 72 Apache Court for which new deed restrictions were executed in 2009, were subject to contracts, executed prior to December 20, 2004, and therefore all of the units listed in Exhibit A and Exhibit B, except for 42 Arapaho Place and 72 Apache Court, have affordability controls that are governed by the Original Deed Restrictions or the 95/5 Deed Restrictions; and

WHEREAS, N.J.A.C. 5:80-26.5(g) authorizes a municipality to release units subject the Original Deed Restrictions and 95/5 Deed Restrictions after the expiration of the applicable control periods, provided that: (a) the election to release said units is done by municipal ordinance, (b) the recapture lien to recapture 95% of the proceeds from the sale remains in effect; and (c) recapture proceeds from a unit shall be used to create a one new affordable unit for every unit released; and

WHEREAS, Galloway Township has determined that since all of the 95/5 Deed Restrictions and all of the Original Deed Restrictions have expired, except for the 2009 Deed Restriction on 42 Arapaho Place and 72 Apache Court, it is appropriate to release the 95/5 Deed Restrictions and the Original Deed Restrictions on all of the affordable housing units other than 42 Arapaho Place and 72 Apache Court, subject to certain conditions set forth herein.

NOW THEREFORE BE IT ORDAINED by the Mayor and Township Council of the Township of Galloway as follows:

Section 1. Incorporation of Recitals. The aforementioned recitals are incorporated herein as if fully set forth at length.

Section 2. Conditional Release of Original Deed Restriction. No record of a 95/5 Deed Restriction or any recapture mortgage was found for the following units:

21 Navajo Court, Block 978.01, Lot 2, C1615
 22 Apache Court, Block 978.01, Lot 2, C1916
 48 Navajo Court, Block 978.01, Lot 2, C1718

The Township Council has determined that the Original Deed Restrictions found in “Affordable Housing Plan for Society Hill at Galloway II Condominium,” recorded at Deed Book 5733, Page 090 in the Atlantic County Clerk’s Office and in “Affordable Housing Plan for Society Hill at Galloway III Condominium,” which was recorded at Deed Book 4768, Page 001 in the Atlantic County Clerk’s Office should be released because the restrictions have expired and said Original Deed Restrictions are hereby released, subject to the recapture payment requirements set forth in set forth in Section 5. The effective date of the release of these units shall be the date on which the affordability controls expired as determined by the terms of the Original Deed Restrictions.

Section 3. Conditional Release of 95/5 Deed Restriction. The Township Council has determined that the 95/5 Deed Restrictions listed below should be released because the restrictions have expired and said 95/5 Deed Restrictions are hereby released, subject to the recapture payment requirements set forth in Section 5. The effective date of the release of these units shall be the date on which the affordability controls expired as determined by the terms of

the applicable 95/5 Deed Restriction. All units listed herein shall remain subject to the recapture payment obligation set forth set forth in Section 5 until such recapture payment obligation has been satisfied.

- 7 Iroquois Drive - Deed Book 6487, Page 125, Instrument #0024851, Recorded 05/24/1999
- 8 Arapaho Place - Deed Book 6487, Page 210, Instrument #0024863, Recorded 05/24/1999
- 8 Arapaho Place - Deed Book 7019, Page 1, Instrument #0213117, Recorded 08/15/2001
- 9 Arapaho Place - Deed Book 6008, Page 176, Instrument # 0028996, Recorded 08/15/1996
- 9 Arapaho Place - Deed Book 7205, Page 1, Instrument #2041265, Recorded 05/07/2002
- 9 Iroquois Drive - Deed Book 7015, Page 1, Instrument #0211466, Recorded 08/09/2001
- 10 Arapaho Place - Deed Book 6487, Page 301, Instrument #0024876, Recorded 05/24/1999
- 10 Arapaho Place - Deed Book 7082, Page 1, Instrument #0236457, Recorded 11/09/2001
- 11 Arapaho Place - Deed Book 6487, Page 118, Instrument #0024850, Recorded 05/24/1999
- 11 Iroquois Drive - Deed Book 6487, Page 182, Instrument #0024859, Recorded 05/24/1999
- 11 Iroquois Drive - Deed Book 11872, Page 1407, Instrument #2004108068, Recorded 11/03/2004
- 12 Arapaho Place - Deed Book 6487, Page 104, Instrument #0024848, Recorded 05/24/1999
- 12 Iroquois Drive - Deed Book 6461, Page 203, Instrument #0017168, Recorded 04/09/1999
- 13 Arapaho Place - Deed Book 6487, Page 97, Instrument #0024847, Recorded 05/24/1999
- 13 Iroquois Drive - Deed Book 6487, Page 147, Instrument #0024854, Recorded 05/24/1999
- 14 Arapaho Place - Deed Book 6487, Page 231, Instrument #0024866, Recorded 05/24/1999
- 15 Arapaho Place - Deed Book 6487, Page 280, Instrument #0024873, Date 05/24/1999
- 15 Arapaho Place - Deed Book 7466, Page 1, Instrument #3053186, Recorded 05/15/2003
- 16 Arapaho Place - Deed Book 5656, Page 255, Instrument #0005357, Recorded on 06/16/1994
- 16 Arapaho Place - Deed Book 7385, Page 1, Instrument #3003743, Recorded 01/10/2003
- 17 Arapaho Place - Deed Book 6487, Page 189, Instrument #0024860, Recorded 05/24/1999
- 17 Arapaho Place - Deed Book 12627, Page 1070, Instrument #2007053055, Recorded 06/01/2007
- 17 Iroquois Drive - Deed Book 6487, Page 140, Instrument #0024853, Recorded 05/24/1999
- 18 Arapaho Place - Deed Book 5687, Page 146, Instrument #0007940, Recorded 08/22/1994
- 18 Iroquois Drive - Deed Book 6487, Page 132, Instrument #0024852, Recorded 05/24/1999
- 18 Iroquois Drive - Deed Book 6584, Page 205, Instrument #0054347, Recorded 11/16/1999
- 18 Iroquois Drive - Deed Book 12079, Page 129, Instrument #2005073860, Recorded 07/12/2005
- 19 Apache Court - Deed Book 6487, Page 175, Instrument #0024858, Recorded 05/24/1999
- 19 Apache Court - Deed Book 7841, Page 1, Instrument #4093450, Recorded 09/17/2004
- 19 Navajo Court - Deed Book 6717, Page 162, Instrument #0098868, Recorded 06/22/2000
- 20 Apache Court - Deed Book 6487, Page 27, Instrument #0024837, Recorded 05/24/1999
- 20 Navajo Court - Deed Book 6487, Page 83, Instrument 0024845, Recorded 05/24/1999
- 20 Navajo Court - Deed Book 7320, Page 1, Instrument #2092027, Recorded 10/10/2002
- 21 Apache Court - Deed Book 6492, Page 158, Instrument #0026787, Recorded 06/04/1999
- 21 Apache Court - Deed Book 6951, Page 1, Instrument #0184338, Recorded 05/18/2001
- 22 Navajo Court - Deed Book 6487, Page 259, Instrument #0024870, Recorded 6487/1999
- 22 Navajo Court - Deed Book 7824, Page 1, Instrument #4087453, Recorded 09/01/2004
- 23 Apache Court - Deed Book 6487, Page 34, Instrument #0024838, Recorded 05/24/1999
- 23 Navajo Court - Deed Book 6487, Page 168, Instrument #0024857, Recorded 05/24/1999
- 24 Apache Court - Deed Book 6487, Page 196, Instrument #0024861, Recorded 05/24/1999
- 24 Apache Court - Deed Book 7550, Page 1, Instrument #3098856, Recorded 09/02/2003
- 24 Navajo Court - Deed Book 6487, Page 238, Instrument #0024867, Recorded 05/24/1999

24 Navajo Court - Deed Book 7577, Page 1, Instrument #3113701, Recorded 10/06/2003
 31 Arapaho Place - Deed Book 6487, Page 217, Instrument #0024864, Recorded 05/24/1999
 32 Arapaho Place - Deed Book 6487, Page 55, Instrument #0024841, Recorded 05/24/1999
 33 Arapaho Place - Deed Book 6487, Page 62, Instrument #0024842, Recorded 05/24/1999
 34 Arapaho Place - Deed Book 6487, Page 48, Instrument #0024840, Recorded 05/24/1999
 34 Arapaho Place - Deed Book 6750, Page 188, Instrument #0111406, Recorded 08/07/2000
 35 Arapaho Place - Deed Book 6750, Page 188, Instrument #0111406, Recorded 08/07/2000
 35 Arapaho Place - Deed Book 6487, Page 273, Instrument #0024872, Recorded 05/24/1999
 36 Arapaho Place - Deed Book 6492, Page 165, Instrument #0026788, Recorded 06/04/1999
 36 Arapaho Place - Deed Book 6767, Page 207, Instrument #0116784, Recorded 08/25/2000
 37 Arapaho Place - Deed Book 6587, Page 330, Instrument #0055092, Recorded 11/19/1999
 38 Arapaho Place - Deed Book 6487, Page 111, Instrument #0024849, Recorded 05/24/1999
 39 Arapaho Place - Deed Book 6487, Page 252, Instrument #0024869, Recorded 05/24/1999
 40 Arapaho Place - Deed Book 6510, Page 278, Instrument #0032558, Recorded 07/07/1999
 41 Arapaho Place - Deed Book 6487, Page 287, Instrument #0024874, Recorded 05/24/1999
 41 Arapaho Place - Deed Book 6564, Page 105, Instrument #0048733, Recorded 10/12/1999
 41 Arapaho Place - Deed Book 7234, Page 1, Instrument #2054334, Recorded 06/17/2002
 42 Arapaho Place - Deed Book 5765, Page 314, Instrument #0001471, Recorded 02/14/1995
 43 Apache Court - Deed Book 6487, Page 224, Instrument #0024865, Recorded 05/24/1999
 43 Navajo Court - Deed Book 6487, Page 69, Instrument #0024843, Recorded 05/24/1999
 43 Navajo Court - Deed Book 7420, Page 1, Instrument #3025105, Recorded 03/10/2003
 44 Apache Court - Deed Book 6487, Page 294, Instrument #0024875, Recorded 05/24/1999
 44 Navajo Court - Deed Book 6486, Page 151, Instrument #0024628, Recorded 05/21/1999
 45 Apache Court - Deed Book 6487, Page 203, Instrument #0024862, Recorded 05/24/1999
 45 Navajo Court - Deed Book 6487, Page 315, Instrument #0024878, Recorded 05/24/1999
 45 Navajo Court - Deed Book 6975, Page 1, Instrument #0194506, Recorded 06/21/2001
 46 Apache Court - Deed Book 6487, Page 41, Instrument #0024839, Recorded 05/24/1999
 46 Navajo Court - Deed Book 6487, Page 308, Instrument #0024877, Recorded 05/24/1999
 46 Navajo Court - Deed Book 7788, Page 1, Instrument #4072379, Recorded 07/20/2004
 47 Apache Court - Deed Book 6487, Page 245, Instrument #0024868, Recorded 05/24/1999
 47 Navajo Court - Deed Book 6487, Page 20, Instrument #0024836, Recorded 05/24/1999
 48 Apache Court - Deed Book 6487, Page 90, Instrument #0024846, Recorded 05/24/1999
 48 Apache Court - Deed Book 7828, Page 1, Instrument #4089130, Recorded 09/07/2004
 67 Apache Court - Deed Book 6487, Page 076, Instrument #0024844, Recorded 05/24/1999
 68 Apache Court - Deed Book 6487, Page 076, Instrument #0024844, Recorded 05/24/1999
 69 Apache Court - Deed Book 6487, Page 13, Instrument #0024835, Recorded 05/24/1999
 70 Apache Court - Deed Book 6487, Page 6, Instrument #0024834, Recorded 05/24/1999
 71 Apache Court - Deed Book 6487, Page 266, Instrument #0024871, Recorded 05/24/1999
 72 Apache Court - Deed Book 7320, Page 1, Instrument #2092027, Recorded 10/10/2002
 72 Apache Court - Deed Book 6487, Page 154, Instrument # 0024855, Recorded 05/24/1999

Section 4. Deed Restriction for 42 Arapaho Place and 72 Apache Court. The deed restriction imposed upon 42 Arapaho Place, Block 952.01, Lot 54, C1712, recorded in the Atlantic County Recording Office at Deed Blook 12964, Page 459, Instrument #2009019382 on March 20, 2009 (“42 Arapaho Deed Restriction”), shall not be released by this Ordinance and shall continue to remain until after the expiration of the control period set forth therein, but in no

event earlier than March 5, 2039. After March 5, 2039, the Galloway Township may elect to release the 42 Arapaho Deed Restriction for 42 Arapaho Place, but only after satisfaction of the repayment obligations set forth in the 42 Arapaho Deed Restriction.

The deed restriction imposed upon 72 Apache Court, Block 978.01, Lot 2, C2118, recorded in the Atlantic County Recording Office at Deed Blook 12943, Page 1530, Instrument # 2009008128 on February 6, 2009 (“72 Apache Deed Restriction”), shall not be released by this Ordinance and shall continue to remain until after the expiration of the control period set forth therein, but in no event earlier than January 31, 2039. After January 31, 2039, the Galloway Township may elect to release the 72 Apache Deed Restriction for 72 Apache, but only after satisfaction of the repayment obligations set forth in the 72 Apache Deed Restriction.

Section 5. Recapture Payment Requirements. All of the properties listed on Exhibit A and Exhibit B shall be subject to the following repayment obligations:

- (a) The properties located at 21 Navajo Court, 22 Apache Court, and 48 Navajo Court shall be subject to the repayment obligations set forth in the Original Deed Restrictions and shall be released from the repayment obligations upon proof of satisfaction of these repayment obligations.
- (b) The following properties have satisfied their repayment obligations as evidenced from the recording of a mortgage discharge or other release.

7	Arapaho Place -	Mortgage Book 14704, Page 873, Instrument #2019059480, Recorded 12/03/2019
7	Iroquois Drive -	Mortgage Book 478, Page 1, Instrument #4019868, Recorded 03/03/2004
9	Arapaho Place -	Mortgage Book 13793, Page 1988, Instrument #2014047684, Recorded 08/27/2014
10	Arapaho Place -	Deed Book 13106, Page 507, Instrument #2010007064, Recorded 02/02/2010
15	Arapaho Place -	Mortgage Book 13755, Page 1254, Instrument #20140288667, Recorded 05/20/2014
17	Arapaho Place -	Deed Book 15550, Page 423, Instrument #2024006970, Recorded 02/13/2024
17	Iroquois Drive -	Mortgage Book 13551, Page 151, Instrument #2013010216, Recorded 02/22/2013
20	Apache Court -	Mortgage Book 13342, Page 1779, Instrument #2011057407, Recorded 10/12/2011
24	Apache Court	Mortgage Book 13161, Page 162, Instrument #2010038011, Recorded 06/23/2010
24	Navajo Court -	Mortgage Book 15495, Page 1094, Instrument #2023042441, Recorded 10/05/2023
24	Navajo Court -	Mortgage Book 15619, Page 673, Instrument #2024029883, Recorded 07/16/2024
24	Navajo Court -	Mortgage Book 13293, Page 1717, Instrument #2011030119, Recorded 05/12/2011
31	Arapaho Place -	Mortgage Book 14553, Page 1831, Instrument #2019005005, Recorded 01/30/2019
33	Arapaho Place -	Deed Book 13695, Page 848, Instrument #2013076984, Recorded 12/17/2013
34	Arapaho Place -	Mortgage Book 13293, Page 1261, Instrument #2011029005, Recorded 05/06/2011
34	Arapaho Place -	Mortgage Book 13293, Page 1717, Instrument #2011030119, Recorded 05/12/2011
35	Arapaho Place -	Mortgage Book 383, Page 1, Instrument #2082641, Recorded 09/16/2002
42	Arapaho Place -	Mortgage Book 13289, Page 1038, Instrument #2011027784, Recorded 05/02/2011
45	Navajo Court -	Mortgage Book 13534, Page 848, Instrument #2013002079, Recorded 01/14/2013
46	Navajo Court -	Deed Book 14061, Page 1675, Instrument #2016026475, Recorded 04/28/2016
47	Navajo Court -	Mortgage Book 13501, Page 384, Instrument #2012063859, Recorded 10/26/2012
68	Apache Court -	Mortgage Book 15315, Page 1044, Instrument #2022052000, Recorded 10/03/2022
70	Apache Court -	Mortgage Book 15442, Page 1566, Instrument #2023025191, Recorded 05/23/2023

72 Apache Court - Mortgage Book 13061, Page 762, Instrument # 2009071503, Recorded 10/13/2009

(c) The following property satisfied its repayment obligations because it sold the property to Galloway Township:

10 Arapaho Place – Deed Book 13106, Page 684, Instrument # 2010007097, Recorded 02/02/2010

11 Iroquois Drive - Deed Book 13027, Page 1213, Instrument #2009053137, Recorded 07/28/2009

(d) The following property satisfied its repayment obligations because it made a repayment as of the date of the first sale after the deed restrictions expired.

24 Navajo Court - Recapture payment made on or about January 5, 2023

39 Arapaho Place - Recapture payment made on or about December 21, 2010

40 Arapaho Place - Recapture payment made on or about September 26, 2010

(e) The following properties have satisfied their repayment obligations because the amount at which the properties were sold at Sheriff's Sale was less than the Restricted Sale Price:

8 Arapaho Place - Deed Book 13878, Page 1584, Instrument #2015017652, Recorded 03/30/2015

16 Arapaho Place - Deed Book 13764, Page 1732, Instrument #2014033303, Recorded 06/12/2014

18 Iroquois Drive - Deed Book 14083, Page 435, Instrument #2016035984, Recorded 06/15/2016

19 Apache Court - Deed Book 14125, Page 564, Instrument #2016054545, Recorded 09/12/2016

20 Navajo Court - Deed Book 14662, Page 461, Instrument #2019045077, Recorded 09/11/2019

23 Navajo Court - Deed Book 7264, Page 1, Instrument #2066178 Recorded 7/25/2002

36 Arapaho Place - Deed Book 14314, Page 1441, Instrument #2017054791, Recorded 10/03/2017

44 Navajo Court - Deed Book 7183, Page 1, Instrument #2031405, Recorded 04/09/2002

67 Apache Court - Deed Book 14120, Page 1779, Instrument #2016052696, Recorded 08/31/2016

71 Apache Court - Deed Book 14313, Page 1907, Instrument #2017054511, Recorded 10/02/2017

(f) The following property has not satisfied its repayment obligations because the amount at which the properties were sold at Sheriff's Sale was above the Restricted Sale Price and generated a repayment obligation:

21 Apache Court - Deed Book 15606, Page 101, Instrument #2024025718, Recorded 06/17/2024 – repayment obligation of \$4,644.00.

36 Arapaho Court - Deed Book 7613, Page 1, Instrument #3134242, Recorded 11/20/2003 – repayment obligation of \$17,440.

No Discharge of Mortgage for these properties shall be executed unless and until this repayment obligation has been satisfied.

(g) The following properties have satisfied their repayment obligations because the first sales after expiration of the 95/5 Deed Restriction was for a price that was below Restricted Sale Price and therefore no repayment is required.

- 9 Iroquois Drive - Deed Book 13965, Page 109, Instrument #2015057386, Recorded 09/28/2015
- 17 Arapaho Place - Deed Book 13378, Page 1160, Instrument #2012002311, Recorded 01/13/2012
- 43 Navajo Court - Deed Book 14278, Page 810, Instrument #2017041504, Recorded 07/25/2017
- 45 Apache Court - Deed Book 14984, Page 148, Instrument #2021021977, Recorded 04/16/2021

(h) The following properties have not satisfied their repayment obligations and shall be obligated to pay to Gallaway Township at Closing 95% of the difference between the sale price for the property and the Restricted Sale Price, as determined by the Municipal Housing Liaison, at the first sale following September 1, 2024:

- 11 Arapaho Place - Block 952.01, Lot 54, C1617
- 12 Arapaho Place - Block 952.01, Lot 54, C1618
- 12 Iroquois Drive - 978.15, Lot 1, C00018
- 13 Arapaho Place - Block 952.01, Lot 54, C1607
- 13 Iroquois Drive - 978.15, Lot 1, C00007
- 14 Arapaho Place - Block 952.01, Lot 54, C1608
- 18 Arapaho Place - Block 952.01, Lot 54, C1612
- 19 Navajo Court - Block 978.01, Lot 2, C1613
- 22 Navajo Court - Block 978.01, Lot 2, C1616
- 23 Apache Court - Block 978.01, Lot 2, C1917
- 32 Arapaho Place - Block 952.01, Lot 54, C1714
- 37 Arapaho Place - Block 952.01, Lot 54, C1707
- 38 Arapaho Place - Block 952.01, Lot 54, C1708
- 41 Arapaho Place - Block 952.01, Lot 54, C1711
- 43 Apache Court - Block 978.01, Lot 2, C2013
- 44 Apache Court - Block 978.01, Lot 2, C1314
- 46 Apache Court - Block 978.01, Lot 2, C2016
- 47 Apache Court - Block 978.01, Lot 2, C2017
- 48 Apache Court - Block 978.01, Lot 2, C2018
- 69 Apache Court - Block 978.01, Lot 2, C2115

Section 6. Use of Recapture Payment Funds. In total, as of September 23, 2024, the Township recaptured a total of \$140,914.31, from five (5) units. In accordance with N.J.A.C. 5:80-26.5(g).2, Gallaway Township shall use these funds to create (5) new units. Upon the payment of any recapture funds of the properties identified in Section 5(h), the Township shall use any such funds to create one new unit for every unit for which recapture funds have been received.

Section 7. **Recording of Release of Deed Restriction.** The Township is hereby authorized to record a Release of Deed Restriction for all of the properties listed in Exhibit A and Exhibit B, except for 42 Arapaho Place and 72 Apache Court. The Release of Deed Restriction for all properties listed in Section 5(h) shall contain a notice of the repayment obligation set forth in Section 5(h).

Section 8. **Release of Recapture Mortgage.** The Township is hereby authorized to record a Discharge of Mortgage for each property identified in Section 5 that has satisfied its repayment obligations. No Discharge of Mortgage shall be executed or recorded for any property listed in Section 5(f) and/or in Section 5(h) unless and until the Municipal Housing Liaison and the Township Planner has confirmed in writing that the recapture obligations have been satisfied.

Section 9. **Execution of Documents.** The Mayor and/or Township Administrator, and Township Clerk, as may be required, are authorized to execute any documents necessary to effectuate the acquisition of the Property, including any documents that may be required for the institution of Eminent Domain proceedings, the form of which documents are conditioned upon final review and approval of the Township's Redevelopment Attorney.

Section 10. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 11. This Ordinance shall take effect after final adoption and publication according to law.

ATTEST:

TOWNSHIP OF GALLOWAY

Kelli Danieli, RMC /s/
Kelli Danieli, RMC

Anthony Coppola, Jr. /s/
Anthony Coppola, Jr., Mayor

Recorded Vote:	MOTIONS	AYE	NAY	ABSTAIN	ABSENT
Amato		X			
Bassford	1	X			
Clute		X			
DiPietro	2	X			
Sudler		X			
Umar		X			
Coppola		X			

PUBLIC NOTICE

NOTICE is hereby given that the foregoing Ordinance was introduced and passed at a meeting of the Township Council of the Township of Galloway, County of Atlantic, State of New Jersey, held on the 24th day of September, 2024, and will be considered for final passage after a public hearing at a meeting of the Township Council of the Township of Galloway to be held on the 8th day of October, 2024.

Kelli Danieli, RMC /s/

Kelli Danieli, RMC

Municipal Clerk

I hereby certify that the foregoing Ordinance was approved for final adoption by Mayor and Township Council of the Township of Galloway, County of Atlantic, State of New Jersey at a regular meeting held on the 8th day of October, 2024.

Kelli Danieli, RMC /s/

Kelli Danieli, RMC

Municipal Clerk