

Housing Element and Fair Share Plan

Township of Deptford
Gloucester County, New Jersey

AFFORDABLE HOUSING IN DEPTFORD



TANYARD OAKS



RESIDENCES AT SOUTH COLLEGE DRIVE

June 18, 2025
Revised February 4, 2026

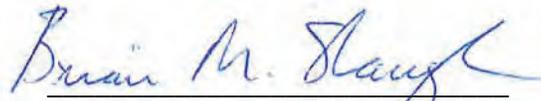
Clarke Caton Hintz



Housing Element and Fair Share Plan

Township Council and Planning Board
Township of Deptford
Gloucester County, New Jersey

Prepared By:



Brian M. Slauch, PP, AICP
New Jersey Professional Planner License 3743

CLARKE CATON HINTZ, PC
100 Barrack Street
Trenton, New Jersey 08608
(609) 883-8383

A signed and sealed original is on file with the Township Clerk

Mayor and Deptford Township Council

Paul Medany, Mayor
Kenneth Barnshaw, Council Member
James Noce, Council Member
William Lamb, Council Member
Brandi Leidy, Council Member
Wayne Love, Council Member
Phillip Schocklin, Council Member

Thomas Newman Jr., Township Manager
Debra Willard, Acting Township Clerk
Albert Marmero, Esq., Township Solicitor
Jonathon Bryson, PE, Township Engineer
Brian Slaugh, PP, AICP, Township Planner
Michael Edwards, Esq., Special Counsel
William Olson, Esq., Special Counsel

Deptford Township Planning Board

Dave Wyatt, Chairperson, Class IV
Jason Quenzel, Vice Chairperson, Class IV
Paul Medany, Mayor, Class I
Don Banks, Director of Economic Development, Class II
Phillip Schocklin, Councilman, Class III
Walter "Butch" Berglund, Class IV
Joseph Jones, Class IV
John Metz, Class IV
Dan Reed Jr., Class IV

Matthew Brown, Planning Board Secretary
James Burns, Esq., Planning Board Solicitor
Joseph Raday, PE, Planning Board Traffic Consultant
Michael Roberts, PE, CME, Planning Board Engineer
Brian Slaugh, PP, AICP, Planning Board Planner



Table of Contents

Executive Summary	1
Affordable Housing Obligations of Deptford.....	1
Introduction	2
Brief History and Regional Location	3
Affordable Housing Judicial and Legislative Background	4
COAH’s First and Second Rounds, 1986 - 1999	4
COAH’s Third Round and Related Judicial and Legislative Activity, 1999-2025.....	5
Third Round Judicial Activity.....	6
Third Round Legislative Activity.....	7
The Fourth Round, 2025-2035.....	7
Deptford’s Affordable Housing History	8
Housing Element and Fair Share Plan Requirements	10
AFFORDABILITY REQUIREMENTS	13
<i>Table 1. 2025 Income Limits for Region 5</i>	14
<i>Table 2. Illustrative 2024 Affordable Gross Rents for Region 5</i>	14
<i>Table 3. Illustrative 2024 Affordable Sales Prices for Deptford.</i>	15
Housing, Population, And Employment Analysis	15
Housing Conditions	15
<i>Table 4. Housing Units by Number of Units in Structure, 2023</i>	15
<i>Table 5. Housing Units by Year Built, 2023</i>	16
<i>Table 6. Number of Bedrooms per Housing Unit, 2023</i>	17
<i>Table 7. Owner-Occupied Housing Values, 2013 and 2023</i>	17
<i>Table 8. Deptford and Gloucester County Gross Rent, 2023</i>	18
<i>Table 9. Housing Affordability, 2023</i>	18
<i>Table 10. Indicators of Housing Deficiency, 2023</i>	19
Population Characteristics	19
<i>Table 11. Population Growth, 2000 to 2020</i>	19
<i>Table 12. Age Distribution, 2010 and 2020</i>	20
Household Characteristics.....	20

Township of Deptford
Housing Element of the Master Plan

Table 13. Household Size, 2013 and 202320

Table 14. Household Composition, 2023 21

Household Size vs. Unit Size 21

Table 15. Unit Size vs. Household Size, 2023..... 21

Income Characteristics..... 22

Table 16. Household Income by Income Bracket, 2023..... 22

Table 17. Individual and Family Poverty Rates, 2023..... 22

Employment Characteristics23

Table 18. Covered Employment by Sector, 2022..... 23

Population and Housing Projections.....23

Table 19. Population and Employment Projections, 2020 to 2050 24

Table 20. Housing Projections to 2033 24

Consideration of Land for Affordable Housing25

Multigenerational Family Housing Continuity..... 26

Consistency with the Master Plan and Other Planning Documents 26

Deptford Township Master Plan..... 26

State Development and Redevelopment Plan.....27

Deptford Township’s Affordable Housing Obligations 28

Table 21. Deptford Affordable Housing Allocation, Fourth Round Summary.....28

Fourth Round Present Need/Rehabilitation..... 28

Prior Round Prospective Need..... 29

Third Round “Gap”/ Prospective Need..... 29

Fourth Round Prospective Need..... 29

Rehabilitation Obligation 29

Prior Round Obligation 30

Table 22. Formulas Applicable to the Prior Round Obligation 31

Satisfaction of the Prior Round Obligation 31

Table 23. Credits for the Prior Round Obligation..... 31

Third Round Obligation33

Table 24. Formulas Applicable to the Third Round Obligation 33

Satisfaction of the Third Round Obligation.....34

Township of Deptford
Housing Element of the Master Plan

Table 25. Units and Bonuses Addressing the 3rd Round Obligation – June 18, 2025..... 34
Table 25a. Units and Bonuses Addressing the Third Round Obligation – REVISED..... 35
 Summary of the Third Round.....58
Fourth Round Obligation59
 Table 26. Formulas Applicable to the Fourth Round Obligation..... 59
 Satisfaction of the Fourth Round Obligation 60
 Table 27. Units and Bonuses Addressing the Fourth Round Obligation..... 60
 Summary of the Fourth Round 68
Very Low-Income Requirement..... 68
Affordable Housing Administration 70
 Administration of Affordable Units..... 70
Affordable Housing Trust Fund and Spending Plan.....73
 Affordable Housing Trust Fund 73
 Spending Plan.....73
Cost Generation..... 74
 Map 1. Affordable Housing Sites..... 75

APPENDICES

- Appendix A -Third Round Settlement Agreement, Fairness Order, Judgment of Repose
- Appendix B - Fourth Round Resolution, Declaratory Judgment Filing, Order Establishing Obligation. Resolutions of Adoption and Endorsement
- Appendix C – Gloucester County Rehabilitation Manual
- Appendix D – New Sharon Woods Extensions of Controls Documentation
- Appendix E – Deptwood Center Documentation
- Appendix F – Haddonwood Documentation
- Appendix G – Lakes of Bankbridge Documentation
- Appendix H – Hillcrest Avenue Documentation
- Appendix I – Habitat for Humanity Documentation
- Appendix J – Fourth Round Miscellaneous Documentation
- Appendix K – Affordable Housing Ordinance, Development Fee Ordinance
- Appendix L – Affirmative Marketing Plan

Township of Deptford
Housing Element of the Master Plan

Appendix M – Municipal Housing Liaison, Administrative Agent

Appendix N – Spending Plan, Resolution of Intent to Fund

Appendix O - Amended DR Horton Site Plan Planning Board Resolution

Appendix P - Letter Accepting Continued Inclusion in Plan, Deptford 15, LLC

Appendix Q – Diocesan Housing Corp. Documentation

Housing Element and Fair Share Plan

EXECUTIVE SUMMARY

The Housing Element and Fair Share Plan for the Township of Deptford, Gloucester County, addresses its constitutional obligation to provide for affordable housing under the mandate of the *Mount Laurel Doctrine* established by the New Jersey Supreme Court beginning in 1975 and addressed legislatively in the New Jersey Fair Housing Act of 1985.¹ Together, the Housing Element and Fair Share Plan constitute the affordable housing plan for the Township of Deptford. The Housing Element is a component of the Township’s Master Plan for development and redevelopment, and the Fair Share Plan constitutes the means and documents designed to implement the Housing Element. Together, these two major divisions are called the “housing plan” in this document.

There are now four components to a municipality’s affordable housing obligation: (1), the Present Need or Rehabilitation share; (2), the Prior Round obligation or the recalculated First and Second Round obligation; (3), the Third Round obligation which covers both the Gap Present Need (1999-2015) and Future Need for the period covering July 1, 2015 through June 30, 2025; and (4), the Fourth Round Prospective Need obligation for the period from July 1, 2025 through June 30, 2035.

Affordable Housing Obligations of Deptford

For the Third and Prior Round Obligations, the Township entered into a Settlement Agreement with Fair Share Housing Center, Inc. (“FSHC”) on October 13, 2020. Deptford adopted its final Third Round Housing Element and Fair Share Plan (“HEFSP”) on August 5, 2020, that was endorsed by the Township Council on September 14, 2020. The Town’s Third Round HEFSP was approved by the Superior Court in a Judgment of Compliance and Repose (“JOR”) issued on May 6, 2021 (see Appendix A). For the Fourth Round, the Township accepted the obligations calculated by the Department of Community Affairs (“DCA”) with a Present Need of 87 and a Prospective Need of 398. The Township’s affordable housing obligations are summarized as follows:

- Third Round Rehabilitation Share (a.k.a. “Present Need”) of 94;
- Prior Round obligation of 296;
- A Third Round Prospective Need obligation encompassing both the Gap Present Need and Prospective Need of 975;
- A Fourth Round Present Need of 87; and
- Fourth Round A Prospective Need of 398.

¹ - N.J.S.A. 52:27D-301 et seq.

INTRODUCTION

This amended Fourth Round HEFSP was prepared in accordance with N.J.S.A. 40:55D-28(b)(3) of the Municipal Land Use Law (MLUL) and the additional mandatory requirements for a Housing Element under the New Jersey Fair Housing Act revised in 2024 (“FHA”), remaining regulations of the New Jersey Council on Affordable Housing (“COAH”), and the Administrative Office of the Courts in Directive #14-24. This amended Fourth Round Housing Element and Fair Share Plan also delineates the actions taken, and to be taken, by the Township to satisfy its affordable housing responsibilities under applicable laws. This amended Fourth Round Housing Element and Fair Share Plan (“Housing Plan”) will be submitted to the Superior Court for a determination as to its compliance with these requirements.

A municipality’s Fourth Round affordable housing obligation has two major aspects: (1) Present Need (Rehabilitation Share); and (2) Prospective Need. Pursuant to the amended FHA, the New Jersey Department of Community Affairs (“DCA”) calculated these obligations on an advisory basis for all municipalities. Municipalities were able to either elect to accept the DCA’s calculated obligations or to perform their own calculations based on the revised law. Deptford decided to accept the DCA’s numbers, and the Township Council adopted Resolution No. R.68.25 (*see* Appendix B) on January 27, 2025, accepting a Fourth Round Present Need of 87 and a Prospective Need of 398. On January 28, 2025, Special Counsel for the Township also filed its Fourth Round Declaratory Judgment Action (“DJ Action”) with the Affordable Housing Dispute Resolution Program/Superior Court (“Program”). This was done in accordance with the 2024 FHA and the Administrative Directive #14-24 that was issued in December 2024. The case was assigned Docket No. GLO-L-128-25. Thereafter, on April 28, 2025, the Superior Court issued an Order accepting the Town’s Fourth Round Present Need and Prospective Need obligations (*see also*, Appendix B) that directed the municipality to file a Fourth Round HEFSP utilizing these affordable housing numbers in its Housing Plan. On June 18, 2025, the Planning Board adopted the Housing Plan, which was submitted to the Program by Special Counsel on June 25, 2025, ahead of the June 30, 2025 deadline.

The FHA allowed certain types of challenges to the municipality’s Housing Plan provided they were submitted by August 31, 2025. FSHC and two other entities – ALR Deptford Property, LLC (“ALR”) and Deptford Shopping Center, LLC, (“DSC”) – filed challenges to the Township’s HEFSP. Through mediation, the Township reached an agreement with DSC in principal and with FSHC, executed on December 15, 2025. Consequently, the June 18, 2025 HEFSP is being revised to address the settlements and the Program’s findings resulting in this document.

BRIEF HISTORY AND REGIONAL LOCATION

Deptford Township is located in northern Gloucester County, New Jersey, about eight miles from the center of Philadelphia and eighty miles from New York City. The municipality contains 17.5 square miles and had a population estimated to be 32,570 people on July 1, 2024².

The Township of Deptford dates from the earliest days of English rule over the colonies after Dutch and Swedish claims to the land were eliminated, sometimes by force. New Jersey was the province of James, the Duke of York, who was given the land by his brother, King Charles II, in 1664. The Duke of York in turn rewarded two of his loyal courtiers, Sir George Carteret and John, Lord Berkeley, with East and West New Jersey, respectively. Lord Berkeley found himself in financial difficulties and sold West New Jersey to two Quakers in 1673. The part occupied by modern Deptford Township was shortly thereafter owned by Edward Byllynge. Byllynge's land was divided into smaller shares of about 20,000 acres each. Byllynge, along with a group of trustees who marketed the shares, established a common document promising religious freedom, representative government, and fair taxation. These provisions were attractive to a group of Irish Quakers who ended up being the first legal settlers in West New Jersey in 1681, a year before William Penn chartered Pennsylvania. Deptford was established in 1695 as a township under the Crown when it was known as Bethlehem. The Township was about 106 square miles when first established. Deptford was formally incorporated as Township on February 21, 1798 by an act of the New Jersey legislature. Woodbury, Westville, Washington, Woodbury Heights, Wenonah and West Deptford at one time were part of Deptford.

On January 9, 1793, Deptford was the landing site of the first hot air balloon flight in North America undertaken by Frenchman Jean-Pierre Blanchard. Blanchard, an early pioneer of balloon flight, was also the first to cross the English Channel from England to France and undertook the first manned flights in Belgium, Germany, the Netherlands and Poland, as well as the United States. The ascent from Philadelphia was witnessed by then President George Washington, as well as future presidents John Adams, Thomas Jefferson, James Madison, and James Monroe. The landing site is believed to be located next to Big Timber Creek, north of Clements Bridge Road.

The demand for wood for construction and industrial heating from Philadelphia led to felling of forests in Deptford in Colonial times. This wood was floated down the Big Timber Creek and led to the stream's name used today. The forests were also cut to make charcoal used in ironwork, which burned with a more consistent and hotter flame. As the original forest declined and the land was cleared, Deptford became a farming community on the outskirts of Woodbury. A railroad line was established by 1865 in Woodbury that gave more consistent access to markets for agricultural products. The opening of the Walt Whitman Bridge in 1957 and the subsequent

² - [Municipal Population Estimates, 2020-2024](#), NJ Department of Labor and Workforce Development

construction of Rt. 42 in 1957-59 brought a more direct route to Philadelphia and opened the Township to suburban development. Suburbanizing pressure accelerated with the opening of the Deptford Mall in 1975 and its subsequent retail development that continues to this day.

AFFORDABLE HOUSING JUDICIAL AND LEGISLATIVE BACKGROUND

In the 1975 Mount Laurel³ decision, the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide diversity and choice in the housing types permitted in the municipality, including housing for low- and moderate-income households. In its 1983 Mount Laurel II decision,⁴ the NJ Supreme Court extended to all municipalities with any “growth area” as designated in the State Development Guide Plan (now superseded by the State Development and Redevelopment Plan, or SDRP) the obligation to provide their “fair share” of a calculated regional need for affordable units. Mount Laurel II also introduced a “builder’s remedy” if a municipality was not providing its fair share of affordable housing. A builder’s remedy may permit a developer that is successful in litigation the right to develop what is typically a higher density multifamily project on land not zoned to permit such use, so long as a “substantial” percentage of the proposed units would be reserved for low- and moderate-income households.

In 1985, in response to Mount Laurel II, the New Jersey Legislature enacted the Fair Housing Act (“FHA”).⁵ The FHA created the Council on Affordable Housing (“COAH”) as an administrative body responsible for oversight of municipalities’ affordable housing efforts, rather than having oversight go through the courts. The Legislature charged COAH with promulgating regulations (i) to establish housing regions; (ii) to estimate low- and moderate-income housing needs; (iii) to set criteria and guidelines for municipalities to use in determining and addressing their fair share obligations, and (iv) to create a process for the review and approval of municipal housing elements and fair share plans.

COAH’s First and Second Rounds, 1986 - 1999

COAH created the criteria and regulations for municipalities to address their affordable housing obligations. COAH originally established a methodology for determining municipal affordable housing obligations for the six-year period between 1987 and 1993,⁶ which period became known as the First Round. This methodology established an existing need to address substandard housing that was being occupied by low- and moderate-income households (variously known as “present need” or

³ - Southern Burlington County NAACP v. Township of Mount Laurel, 67 N.J. 151 (1975)

⁴ - Southern Burlington County NAACP v. Township of Mount Laurel, 92 N.J. 158 (1983)

⁵ - N.J.S.A. 52:27D-301 *et seq.*

⁶ - N.J.A.C. 5:92-1 *et seq.*

“rehabilitation share”), and calculated future demand, to be satisfied typically, but not exclusively, with new construction (“prospective need” or “fair share”).

The First Round methodology was superseded in 1994 by COAH’s Second Round regulations.⁷ The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 census data. These regulations identified a municipality’s cumulative obligations for the First and Second Rounds. Under regulations adopted for the Third Round, a municipality’s obligation to provide affordable housing for the First and Second Rounds is referred to cumulatively as the Prior Round obligation.

COAH’s Third Round and Related Judicial and Legislative Activity, 1999-2025

The FHA had originally required housing rounds to be for a six-year period for the First and Second Rounds, then in 2001, the time period increased to a 10-year period consistent with the Municipal Land Use Law (“MLUL”). In order to utilize 2000 census data which had not yet been released, COAH delayed the start of the Third Round from 1999 to 2004, with the Third Round time period initially ending in 2014. In December 2004, COAH’s first version of the Third Round rules⁸ became effective, and the 15-year Third Round time period (1999 – 2014) was condensed into an affordable housing delivery period from January 1, 2004, through January 1, 2014.

The 2004 Third Round rules marked a significant departure from the methods utilized in COAH’s Prior Round. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. These Third Round rules implemented a “growth share” approach that linked the production of affordable housing to residential and non-residential development in a municipality.

On January 25, 2007, a New Jersey Appellate Court decision⁹ invalidated key elements of the first version of the Third Round rules, including the growth share approach. The Court ordered COAH to propose and adopt amendments to its rules, with COAH issuing revised rules effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008) which largely retained the growth share approach.

Just as various parties had challenged COAH’s initial Third Round regulations, parties challenged COAH’s 2008 revised Third Round rules. On October 8, 2010, the Appellate Division issued its decision on the challenges.¹⁰ The Appellate Division upheld the COAH Prior Round regulations that assigned rehabilitation and Prior Round numbers to each municipality, but invalidated the regulations by which the agency assigned housing obligations in the Third Round, again ruling that COAH

⁷ - N.J.A.C. 5:93-1.1 *et seq.*

⁸ - N.J.A.C. 5:94-1 and 5:95-1

⁹ - *In re Adoption of N.J.A.C. 5:94 and 5:95*, 390 N.J. Super. 1 (2007)

¹⁰ - *In re Adoption of N.J.A.C. 5:96 and 5:97*, 416 N.J. Super. 462 (2010)

could not allocate obligations through a growth share formula. Instead, the Appellate Division directed COAH to use methods similar to those used in the First and Second Rounds.

Third Round Judicial Activity

After various challenges were filed, on September 26, 2013, the NJ Supreme Court upheld the Appellate Court decision¹¹ and ordered COAH to prepare the necessary rules. COAH failed to adopt new rules, and more challenges ensued.

On March 10, 2015, the New Jersey Supreme Court issued a ruling on FSHC's Motion in Aid of Litigant's Rights, which became known as *Mount Laurel IV*.¹² In this decision, the Court transferred responsibility for reviewing and approving housing elements and fair share plans from COAH to designated Mount Laurel trial judges, declaring COAH "moribund." Municipalities were now to apply to the Courts, instead of COAH, if they wished to be protected from exclusionary zoning lawsuits. The Mount Laurel trial judges, with the assistance of a Court-appointed Special Adjudicator, were tasked with reviewing municipal plans much in the same manner as COAH had done previously. Those towns whose plans were approved by the Court received a Judgment of Compliance and Repose, the court equivalent of COAH's substantive certification.

While the NJ Supreme Court's decision set a process in motion for towns to address their Third Round obligation, the decision did not assign those obligations. Instead, that was to be done by the trial courts, although ultimately most towns entered into settlement agreements to set their fair share obligations. The Court stated that municipalities should rely on COAH's Second Round rules (N.J.A.C. 5:93) and those components of COAH's 2008 regulations that were specifically upheld, as well as the FHA, in their preparation of Third Round housing elements and fair share plans.

On January 17, 2017, the NJ Supreme Court rendered a decision¹³ that found that the period between 1999 and 2015, now known as the "gap period," when no valid affordable housing regulations were in force, generated an affordable housing obligation. This obligation required an expanded definition of the municipal Present Need obligation to include the unaddressed housing needs of low- and moderate-income households that had formed during the gap period. This meant that the municipal affordable housing obligation would now comprise four components: Present Need (rehabilitation), Prior Round (1987-1999, new construction), Gap Need (1999-2015, new construction), and Prospective Need (Third Round, 2015 to 2025, new construction).

¹¹ - In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013)

¹² - ibid.

¹³ - In Re Declaratory Judgment Actions Filed by Various Municipalities, 227 N.J. 508 (2017)

Third Round Legislative Activity

In addition to the state agency negotiation and judicial decisions, the New Jersey Legislature has amended the FHA several times in recent years.

- A statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing was established in 2008;
- New regional contribution agreements (“RCAs”) were eliminated in 2008;
- A very-low income requirement was added in 2008;
- In 2008, a requirement was added that municipalities had to commit to spend development fees within four years of the date of collection. This was later addressed in a Superior Court decision which found the four-year period begins at the time the Court approves the municipal spending plan.¹⁴
- In 2020, all affordable units have to be affirmatively marketed and also listed on the state’s Affordable Housing Resource Center website.¹⁵

The Fourth Round, 2025-2035

As noted in the introduction, the rules upon which this document is based came about from the FHA amendments in P.L. 2024, c. 2, passed on March 20, 2024. The key parts of the law include:

- The abolition of the NJ Council on Affordable Housing;
- Designating the NJ Department of Community Affairs (“DCA”) to develop new municipal obligations using a methodology that is mainly spelled out in the law. These obligations are advisory, not binding;
- Establishing a timeline within which municipalities need to adopt and submit binding resolutions establishing their Fourth Round fair share obligations, in order for them to retain their immunity from exclusionary-zoning lawsuits;
- Requiring the NJ Housing and Mortgage Finance Agency (“HMFA”) and DCA to update rules and standards governing affordable housing production, trust funds and administration;
- Establishing a court-based Affordable Housing Dispute Resolution Program (“Program”) that hears challenges to municipalities’ affordable housing obligation determinations and housing plans;

¹⁴ - [In the Matter of the Adoption of the Monroe Township Housing Element and Fair Share Plan, and Implementing Ordinances](#) (112 A.3d 595 (App. Div. [2015]))

¹⁵ - <https://njhrc.gov>

- Establishing a longer period of deed restrictions for rental units to 40 years;
- Changing the criteria whereby municipalities may gain affordable housing bonuses;
- Establishing new reporting and monitoring procedures and deadlines for both affordable units and affordable housing trust funds, and assigns oversight for reporting and monitoring to DCA.

Furthermore, in December 2024, the Administrative Office of the Courts issued Administrative Directive #14-24, establishing procedures for implementation of the Program and for municipalities to file their Fourth Round Declaratory Judgment filings, etc. This Administrative Directive also sets requirements for what must be included in a Fourth Round HEFSP.

This plan has been prepared to meet the requirements of the FHA as most recently amended, as well as the 2024 Administrative Directive, as necessary. Where such requirements contradict each other, this document adheres to the statute.

DEPTFORD'S AFFORDABLE HOUSING HISTORY

Deptford has demonstrated a long-standing commitment to comply voluntarily with its Mount Laurel fair share obligations. The Township has addressed its constitutional affordable housing obligation in response to the New Jersey Fair Housing Act ("FHA"), at N.J.S.A. 52:27D-301 et seq., in each affordable housing round by preparing and adopting Housing Elements and Fair Share Plans and either receiving substantive certification from the NJ Council on Affordable Housing or Superior Court – including five different plans in the Third Round alone. The following facts demonstrate the Township's voluntary commitment.

Deptford was granted First Round (1987-1993) substantive certification from COAH on May 20, 1987 and was one of the group of seven that were the first towns certified by COAH.

The Deptford Planning Board adopted a Second Round (1993-1999) Housing Element on October 7, 1996. The petition for substantive certification was filed on May 28, 1997 and granted final substantive certification on September 3, 1997.

The Township prepared a Third Round housing plan which was adopted by the Planning Board on July 20, 2005, and endorsed by the Township Council on August 1, 2005. COAH received the petition for initial Third Round certification on August 4, 2005. COAH's Report Requesting Additional Information (dated January 23, 2006) requested a detailed analysis of some of the assumptions and calculations in the plan. Based on this report, the Township decided to entirely revamp its approach to its affordable housing obligation and produce a new housing plan.

The Deptford Planning Board adopted a new Housing Element and Fair Share Plan conforming to the 2004 COAH rules on November 9, 2006. The housing plan was filed with COAH on November 21, 2006. The plan was required to address a Prior Round of 317 units. The 2006 plan had a total of 353 units. This plan was not reviewed by COAH and in fact the agency only granted substantive certification for three municipalities of the hundreds of petitions that were submitted.

The Deptford Planning Board adopted the Township's third Third Round Plan on November 6, 2008. The 2008 Housing Element and Fair Share Plan, and Spending Plan, were filed with COAH on December 31, 2008. Four objections were received.

On October 5, 2011, the Planning Board of Deptford adopted an amendment to the 2008 Third Round Plan to address the Appellate Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462 (App. Div. 2010) that invalidated the use of compliance bonuses.

The 2011 Plan Amendment was filed with COAH on November 16, 2011. There were no objections filed with COAH on the 2011 amendment. COAH did not issue a staff report and did not take any action on the filed 2011 housing plan amendment.

In 2012 the Township amended its spending plan in order to acquire the former Elite Construction site located at Block 4.01, Lot 1. Called the Donason Tract for the original owners, the Township entered into a contract for the purchase with Donason, Inc. The revised spending plan, dated June 26, 2012, was submitted to COAH for review. COAH did not issue a staff review on the amendment and did not take any action to signal approval of the revised spending plan.

In 2013 the Deptford Township Planning Board amended the 2008 Housing Element and Fair Share for the second time. The 2013 housing plan amendment revised the new construction plan to account for the acquisition of the Donason Tract for a 100% municipally sponsored project and also addressed a change in the type of units from Maple Ridge. The re-petition of the housing plan was filed with COAH on May 14, 2013. Two objections were received. COAH did not issue a staff report and did not take any action on the filed 2013 housing plan amendment. These two objectors, MiPro Homes and Planland, LLC, were the two intervenors in the Township's July 2015 Declaratory Judgment action.

Pursuant to the NJ Supreme Court's March 10, 2015 decision, the Township of Deptford was deemed to be a 'participating' municipality. As noted previously, on July 7, 2015, the Township Solicitor filed a Declaratory Judgment action in Superior Court seeking court approval that the municipality's amended Third Round Housing Element and Fair Share Plan meets its constitutional obligation for the provision of affordable housing¹⁶. Simultaneously the municipality also filed a motion to be granted temporary immunity. Subsequent to the initial filing, the municipality participated in

¹⁶ - Docket No.: GLO-L-0929-15.

mediation with Fair Share Housing Center, an interested party as designated by the NJ Supreme Court. This led to the Settlement Agreement noted before that is dated October 13, 2020, and the August 5, 2020, HEFSP that was finally approved by Superior Court on May 5, 2021 that finalized Deptford's response to the Third Round and cemented its obligations for the housing compliance period. For a more detailed accounting of the Township's affordable housing efforts, see the August 5, 2020 HEFSP.

As noted above, pursuant to the amended FHA, in October 2024 the DCA published its advisory Fourth Round obligations for every municipality in New Jersey. The Township chose to accept the DCA's calculated obligations, and adopted a resolution to that effect in January 2025 (Appendix B). In June 2025 the Township Planning Board adopted, and the Township filed, its Fourth Round Housing Element and Fair Share Plan. In August 2025, FSHC and two developer entities filed challenges to the plan. Through mediation, the Township has reached an agreement with two of those entities – FSHC and DSC. Those agreements may be found in Appendix B. This amended HEFSP has been prepared to address the requirements of those settlement agreements.

HOUSING ELEMENT AND FAIR SHARE PLAN REQUIREMENTS

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

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

prospective housing needs, including its fair share of low- and moderate-income housing; and

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

In addition to FHA requirements, this Fourth Round HEFSP has been prepared in compliance with the following requirements set forth by Administrative Directive #14-24, issued by the Administrative Office of the Courts on December 13, 2024:

1. One of the requirements for a final HEFSP is the inclusion of **detailed site suitability analyses**, based on the best available data, for each of the un-built inclusionary or 100 percent affordable housing sites in the plan as well as an identification of each of the sites that were proposed for such development and rejected, along with the reasons for such rejection.
2. The **concept plan for the development of each of the selected sites** should be overlaid on the most up to date environmental constraints map for that site as part of its analysis. When the detailed analyses are completed, the municipality can see what changes will be needed (either to the selected sites or to their zoning) to ensure that all of the units required by the settlement agreement will actually be produced. If it becomes apparent that one (or more) of the sites in the plan does not have the capacity to accommodate all of the development proposed for it, the burden will be on the municipality either to adjust its zoning regulations (height, setbacks, etc.) so that the site will be able to yield the number of units and affordable units anticipated by the settlement agreement or to find other mechanisms or other sites as needed to address the likelihood of a shortfall.
3. The final HEFSP must fully document the **creditworthiness of all of the existing affordable housing units** in its HEFSP and to demonstrate that it has followed all of the applicable requirements for extending expiring controls, including confirmation that all of the units on which the controls have been extended are code-compliant or have been rehabilitated to code-compliance, and that all extended controls cover a full 30-year period beginning with the end of the

original control period. Documentation as to the start dates and lengths of affordability controls applicable to these units and applicable Affordable Housing Agreements and/or deed restrictions is also required. Additionally, the income and bedroom distributions and continued creditworthiness of all other existing affordable units in the HEFSP must be provided.

4. The HEFSP must include an **analysis of how the HEFSP complies with or will comply with all of the terms of the executed settlement agreement**. Once the HEFSP has been prepared, it must be reviewed by Fair Share Housing Center and the Program's Special Adjudicator for compliance with the terms of the executed settlement agreement, the FHA and UHAC regulations. The HEFSP must be adopted by the Planning Board and the implementation components of the HEFSP must be adopted by the governing body.

The HEFSP must also include (in an Appendix) all adopted ordinances and resolutions needed to implement the HEFSP, including:

1. All **zoning amendments** (or **redevelopment plans, if applicable**).
2. An **Affordable Housing Ordinance** that includes, among other required regulations, its applicability to 100 percent affordable and tax credit projects, the monitoring and any reporting requirements set forth in the settlement agreement, requirements regarding very low income housing and very low income affordability consistent with the FHA and the settlement agreement, provisions for calculating annual increases in income levels and sales prices and rent levels, and a clarification regarding the minimum length of the affordability controls (at least 30 years, until the municipality takes action to release the controls).
3. The adoption of the **mandatory set aside ordinance**, if any, and the repeal of the existing growth share provisions of the code.
4. An executed and updated **Development Fee Ordinance** that reflects the court's jurisdiction.
5. An **Affirmative Marketing Plan** adopted by resolution that contains specific directive to be followed by the Administrative Agent in affirmatively marketing affordable housing units, with an updated COAH form appended to the Affirmative Marketing Plan, and with both documents specifically reflecting the direct notification requirements set forth in the settlement agreement.
6. An updated and adopted **Spending Plan** indicating how the municipality intends to allocate development fees and other funds, and detailing (in mini manuals) how the municipality proposes to expend funds for affordability assistance, especially those funds earmarked for very low income affordability assistance.

7. A **resolution of intent to fund any shortfall** in the costs of the municipality's municipally sponsored affordable housing developments as well as its rehabilitation program, including by bonding if necessary.
8. Copies of the **resolution(s) and/or contract(s) appointing one or more Administrative Agent(s)** and of the adopted ordinance creating the position of, and resolution appointing, the **Municipal Affordable Housing Liaison**.
9. A **resolution from the Planning Board adopting the HEFSP**, and, if a final Judgment is sought before all of the implementing ordinances and resolutions can be adopted, a **resolution of the governing body** endorsing the HEFSP.

Consistent with N.J.A.C. 5:93-5.5, any municipally sponsored 100% affordable housing development will be required to be shovel-ready within two years of the deadlines set forth in the settlement agreement:

1. The municipality will be required to submit the **identity of the project sponsor, a detailed pro forma of project costs, and documentation of available funding** to the municipality and/or project sponsor, including any pending applications for funding, and a commitment to provide a stable alternative source, in the form of a resolution of intent to fund shortfall, including by bonding, if necessary, in the event that a pending application for outside funding has not yet been not approved.
2. Additionally, a **construction schedule or timetable** must be submitted setting forth each step in the development process, including preparation and approval of a site plan, applications for state and federal permits, selection of a contractor, and start of construction, such that construction can begin within two years of the deadline set forth in the settlement agreement. Since Deptford is not a party to a settlement agreement, these sections are not applicable to the housing plan.

AFFORDABILITY REQUIREMENTS

Affordable housing is defined under New Jersey's Fair Housing Act as a dwelling, either for sale or rent that is within the financial means of households of low- or moderate-income, as is measured within each housing region. Deptford Township is in COAH's Region 5, which includes Burlington, Camden, and Gloucester Counties. Moderate-income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. Very-low income households, a subset of "low-income" households that earn 30% or less of the regional median income, must also be accounted for.

The Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5:80-26.3(d) and -(e) requires that the maximum rent for a qualified unit be affordable to households that earn 60% or less of the median income for the region. The average rent for affordable

units in a rental development must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn 70% or less of the median income. The average sale price for affordable units in a for-sale development must be affordable to a household that earns 55% or less of the median income.

The regional median income has historically been defined by COAH using the HUD income limits on an annual basis. In the spring of each year HUD releases updated regional income limits which COAH has historically reallocated to its regions. It is from these income limits that the rents and sale prices for affordable units are derived. COAH last published regional income limits in 2014. When COAH stopped functioning, income limits were calculated and published annually by the Affordable Housing Professionals of New Jersey (AHPNJ), and those income limits were approved by the Court for the Township to use in determining who is eligible to live in affordable housing in the Third Round. For the Fourth Round, the New Jersey Housing and Mortgage Finance Agency (“HMFA”) was assigned responsibility for calculating and publishing annual income limits by the 2024 FHA. In May 2025, HMFA enacted new income limits for 2025, which are shown for Housing Region 5 in Table 1, below.

Table 1. 2025 Income Limits for Region 5

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household	6 Person Household
Moderate	\$68,880	\$76,480	\$86,000	\$95,520	\$103,200	\$110,880
Low	\$41,800	\$47,800	\$53,750	\$59,700	\$64,500	\$69,300
Very Low	\$25,080	\$28,680	\$32,250	\$35,820	\$38,700	\$41,580

Source: New Jersey Housing and Mortgage Finance Agency

The sample rents and sale prices shown in Tables 2 and 3, below, are gross figures and do not account for the specified utility allowance.

Table 2. Illustrative 2024 Affordable Gross Rents for Region 5

Household Income Levels (% of Median Income)	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate (60%)	\$1,290	\$1,548	\$1,789
Low (50%)	\$1,075	\$1,290	\$1,491
Very Low (30%)	\$645	\$774	\$895

Source: Affordable Housing Professionals of New Jersey Affordable Housing Rental Calculator

Table 3. Illustrative 2024 Affordable Sales Prices for Deptford.

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (70%)	\$154,088	\$187,267	\$218,234
Low (50%)	\$106,689	\$130,389	\$152,508
Very Low (30%)	\$59,291	\$73,510	\$86,782

Source: Affordable Housing Professionals of New Jersey Affordable Housing Sales Calculator

HOUSING, POPULATION, AND EMPLOYMENT ANALYSIS

Housing Conditions

The 2019-2023 American Community Survey (ACS)¹⁷ indicates that Deptford's housing stock has 12,465 units, including 605 (4.9%) that are vacant. The Township's housing stock consists predominantly of single-family detached units (72.5%), followed by townhouses (7.8%). The Township's renter-occupied households comprised approximately 26.7% of all occupied units, which is a lower percentage than the County (35%) and State (36.3%).

Table 4. Housing Units by Number of Units in Structure, 2023

Number of Units	Owner Occupied	Percent of Total	Renter Occupied	Percent of Total	Vacant	Percent of Total	Total
1, Detached	7,728	88.9%	925	29.2%	387	64.0%	9,040
1, Attached	803	9.2%	168	5.3%	58	9.6%	1,029
2	16	0.2%	115	3.6%	45	7.4%	176
3 or 4	104	1.2%	336	10.6%	0	0.0%	440
5 to 9	13	0.1%	668	21.1%	23	3.8%	704
10 to 19	12	0.1%	462	14.6%	0	0.0%	474
20 or more	0	0.0%	465	14.7%	92	15.2%	557
Mobile Home	6	0.1%	25	0.8%	0	0.0%	31
Other	14	0.2%	0	0.0%	0	0.0%	14
Total	8,696	100.0%	3,164	100.0%	605	100.0%	12,465

Source: Tables B25032, DP04, 2019-2023 American Community Survey Five-Year Estimate

¹⁷ - The American Community Survey replaced the long-form Census as the source for much of the housing data necessary to complete this section. The Census is a one-time count of the population while this ACS is an estimate taken over five years through sampling. Thus, data in the ACS is subject to a margin of error.

Township of Deptford
Revised Housing Element and Fair Share Plan

February 4, 2026

Only 9.0% of Deptford's housing stock was constructed before 1950. The Township's housing stock grew steadily from the 1950s through the 2000s, with growth slowing significantly after 2009. The peak housing production decades were the 1950s, 1960s, 1970s and lastly the 2000s when Locust Grove was finally completed. The median year homes were built (1977 is earlier than that of the County (1979) but later than that of the State (1969)).

Table 5. Housing Units by Year Built, 2023

Year Built	Occupied Units	Percent	Owner	Renter	Vacant
2020 or later	31	0.2%	31	0	0
2010 to 2019	586	4.7%	430	156	0
2000 to 2009	1,993	16.0%	1,497	455	41
1990 to 1999	1,289	10.3%	959	313	17
1980 to 1989	1,628	13.1%	1,111	517	0
1970 to 1979	1,594	12.8%	744	744	106
1960 to 1969	1,883	15.1%	1,234	379	270
1950 to 1959	2,337	18.7%	1,903	287	147
1940 to 1949	501	4.0%	324	153	24
1939 or earlier	623	5.0%	463	160	0
Total	12,465	100.0%	8,696	3,164	605
Median Year Built	1977		1976	1978	

Sources: Tables B25036, B25037. DP04, 2019-2023 American Community Survey Five-Year Estimate

The plurality (40.6%) of housing in Deptford contains three bedrooms, and 64.3% of all units have three or more bedrooms. The breakdown of housing units by number of bedrooms is generally consistent with that of Gloucester County, although the County has a higher percent of four bedroom homes (26.9%).

Table 6. Number of Bedrooms per Housing Unit, 2023

Bedrooms	Number of Units	Percent of Total
Efficiency	336	2.7%
1	1,300	10.4%
2	2,814	22.6%
3	5,058	40.6%
4	2,483	19.9%
5+	474	3.8%
Total	12,465	100.0%

Source: Table DP04, 2019-2023 American Community Survey Five-Year Estimate

The median home value in Deptford increased slightly more (29.1%) between 2013 and 2023, compared with that of the County (26.2%). The Township had lower median home values than the County in both 2013 (\$199,000 vs. \$224,700, respectively) and 2023 (\$256,900 vs. \$283,500, respectively).

Table 7. Owner-Occupied Housing Values, 2013 and 2023

Housing Unit Value	2013 Units	Percent	2023 Units	Percent
Less than \$50,000	153	1.7%	180	2.1%
\$50,000 to \$99,999	422	4.7%	118	1.4%
\$100,000 to \$149,999	1,095	12.2%	496	5.7%
\$150,000 to \$199,999	2,865	32.0%	1,354	15.6%
\$200,000 to \$299,999	3,343	37.3%	3,759	43.2%
\$300,000 to \$499,999	965	10.8%	2,577	29.6%
\$500,000 to \$999,999	75	0.8%	162	1.9%
\$1,000,000 or more	46	0.5%	50	0.6%
Total	8,964	100.0%	8,696	100.0%
Median	\$199,000		\$256,900	

Sources: Table DP04, 2009-2013 and 2019-2023 American Community Survey Five-Year Estimates

Based on the information in Table 7 and in Table 16, below, approximately 7,405 housing units (approximately 83% of all housing units in the Township) may be affordable to moderate-income buyers. Of those, 3,976, or 44.4%, may also be affordable to low-income buyers, and 561 may be affordable to very low-income buyers.

The median rent in Deptford in 2023 was \$1,620, compared to \$1,480 across Gloucester County.

Table 8. Deptford and Gloucester County Gross Rent, 2023

Gross Rent	Units in Deptford	Percent	Units in Gloucester County	Percent
Less than \$500	126	4.0%	1,583	6.9%
\$500 to \$999	375	11.9%	2,938	12.8%
\$1,000 to \$1,499	789	24.9%	6,807	29.6%
\$1,500 to \$1,999	1,054	33.3%	5,923	25.7%
\$2,000 to \$2,499	484	15.3%	3,109	13.5%
\$2,500 to \$2,999	238	7.5%	1,093	4.8%
\$3,000 or more	20	0.6%	624	2.7%
No cash rent	78	2.5%	925	4.0%
Total	3,164	100.0%	23,002	100.0%
Median Rent	\$1,620	\$1,480		

Source: Table DPo4, 2019-2023 American Community Survey Five-Year Estimate

Based on the information in Table 8 and in Table 16, below, approximately 2,240 units, or 70.8% of all rental units, may be affordable to moderate-income renters. Of those, approximately 1094, or 34.6% of all rental units, may be affordable to low-income renters, and 380 units, or 12% of all rental units, may be affordable to very low-income renters.

Housing is generally considered to be affordable if the costs of rents, mortgages, and other essential costs consume 28% or less of an owner-household's income or 30% or less of a renter-household's income. Homeowner rates are lower to account for the additional home maintenance costs associated with ownership. In Deptford, 36% of all households in occupied units are expending more than 30% of their incomes on housing. About 54% of renter-occupied households are paying more than 30%, compared to about 27% of owner-occupied households.

Table 9. Housing Affordability, 2023

Monthly Housing Costs as % of Income	Owner-Occupied	% of Total	Renter	% of Total	All Occupied	% of Total
Less than 20 Percent	2,464	41.3%	709	23.3%	3,173	35.2%
20 to 29 Percent	1,887	31.7%	703	23.1%	2,590	28.8%
30 Percent or More	1,611	27.0%	1,631	53.6%	3,242	36.0%
Total	5,962*	100.0%	3,043**	100.0%	9,005	100.0%

Source: Table DPo4, 2019-2023 American Community Survey Five-Year Estimate

* Includes only households with a mortgage

** Excludes 121 households labeled as "Not Computed"

In 2023, there were an estimated 48 units that had incomplete plumbing facilities and 125 units that had incomplete kitchens, some or all of which may also have incomplete plumbing. There were no housing units that were overcrowded (more than one occupant per room) and built before 1950. Overcrowding is often associated with substandard housing due to overuse of facilities. Overcrowded housing is often occupied by lower income households who share space to save on housing costs. These households may not be able to afford to maintain the home, leading to deteriorated conditions. Historically, the conditions mentioned in this paragraph have been indicators of housing deficiency, which are used to determine the number of units requiring rehabilitation.

Table 10. Indicators of Housing Deficiency, 2023

Indicator	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded, and Built Pre-1950
No. of Units	48*	125	0*

Source: Tables B25050, DP04, 2019-2023 American Community Survey Five-Year Estimate

* - The margin of error for this information exceeds the estimated counts, thus the estimate may be unreliable.

Population Characteristics

The population of Deptford grew 4.4% from 2010 to 2020, compared with 4.6% growth countywide. Both the Township and County grew more slowly during this past decade than between 2000 and 2010 (12.4% and 11.7%, respectively).

Table 11. Population Growth, 2000 to 2020

Governmental Level	2000	2010	'00-'10 Change	2020	'10 - '20 Change	'00 - 20 Change
Deptford	26,763	30,561	12.4%	31,977	4.4%	16.3%
Gloucester County	254,673	288,288	11.7%	302,295	4.6%	15.8%
New Jersey	8,414,350	8,791,894	4.3%	9,288,994	5.4%	9.4%

Source: U.S. Census 2000, 2010, 2020

Between 2010 and 2020, there were large increases in the numbers of residents at or approaching retirement age and older in Deptford Township. The largest growth was in the number of residents aged 65-74 (42.7%), followed by the age 55-64 cohort (31.4%). The largest declines were in adults between 35 and 54 and in young children, with the age 45-54 cohort declining the most (-12.7%), followed by the under-5 cohort (-12.2%). These changes have helped increase the median age of Deptford residents from 39.8 in 2010 to 40.6 in 2020.

Table 12. Age Distribution, 2010 and 2020

Age Group	2010	Percent	2020	Percent	2010-2020
Under 5	1,876	6.1%	1,648	5.2 %	-12.2%
5-14	3,630	11.9%	3,497	11.0%	-3.7%
15-24	3,660	12.0%	3,686	11.5%	0.7%
25-34	4,058	13.3%	4,412	13.8%	8.7%
35-44	4,264	14.0%	3,916	12.3%	-8.2%
45-54	4,808	15.7%	4,196	13.1%	-12.7%
55-64	3,668	12.0%	4,821	15.1%	31.4%
65-74	2,337	7.6%	3,334	10.4%	42.7%
75+	2,260	7.4%	2,467	8.7%	9.2%
Total	30,561	100.0%	31,977	100.0%	4.4%
Median Age	39.8		40.6		

Sources: 2010 and 2020 U.S. Census

Household Characteristics

While the total number of households in Deptford did not change much from 2013 to 2023 (11,706 to 11,860), the household size distribution is very different. Single-person households dropped from 50% of all households to 30.3%, while two-person households rose from 10.5% to 27.9%. At the same time, three person households dropped from 27.6% in 2013 to 15.7% in 2023 and four or more person households rose from 11.9% to 16.1%. Overall, three or more person households grew from 39.5% to 41.8%.

Table 13. Household Size, 2013 and 2023

Household Size	2013 Households	Percent	2023 Households	Percent
1 Person	5,853	50.0%	3,594	30.3%
2 People	1,229	10.5%	3,305	27.9%
3 People	3,231	27.6%	1,862	15.7%
4 or More People	1,393	11.9%	3,099	26.1%
Total Households	11,706	100.0%	11,860	100.0%

Sources: Table S2501, 2009-2013 and 2019-2023 American Community Survey Five-Year Estimates

A household is defined by the U.S. Census Bureau as those individuals who occupy a single room or group of rooms constituting a housing unit; however, these individuals may or may not be related. By comparison, a family is identified as a group of individuals, including a householder and one or more people related by blood, marriage or adoption, all living in the same household. In 2023, there were 11,860 households in Deptford, and 7,529 families (63.5%). Almost half of all households were

married-couple families. Approximately 11.9% of households were female-headed and 4.8% were male-headed. About half of heads of male- and female-headed households have no children under 18 years old in the household. Approximately 30.3% of households are people living alone.

Table 14. Household Composition, 2023

Household Type	Number of Households	Percent
Family households	7,529	63.5%
Married-couple family	5,554	46.8%
With Children	3,063	25.8%
Male householder, no spouse present	568	4.8%
With Own Children Under 18	291	2.5%
Female householder, no spouse present	1,407	11.9%
With Own Children Under 18	665	5.6%
Nonfamily households	4,331	36.5%
Householder living alone	3,594	30.3%
Total Households	11,860	100.0%

Source: Table S1101, 2019-2023 American Community Survey Five-Year Estimate

Household Size vs. Unit Size

When the number of bedrooms in a unit is considered vs. the size of households in Deptford, there appears to be a mismatch: There are many more small households (two people or fewer; 58.2% of all households) than there are smaller units (one or two bedrooms; 35.7% of all units). This comparative shortage of smaller homes may be forcing some empty nesters and young adults without children to consider other locations when seeking smaller-sized housing, or to occupy housing that is larger than their needs. Table 15 provides more detail.

Table 15. Unit Size vs. Household Size, 2023

Unit Size	Number of Units	Percent of Total Units	Household Size	Number of Households	Percent of Total Households
0 or 1 bedroom	1,636	13.1%	1 Person	3,594	30.3%
2 bedrooms	2,814	22.6%	2 Persons	3,305	27.9%
3 bedrooms	5,058	40.6%	3 Persons	1,862	15.7%
4 or more bedrooms	2,957	23.7%	4+ Persons	3,099	26.1%
Total	12,465	100.0%	Total	11,860	100%

Source: Tables DP04 and S2501, 2019-2023 American Community Survey Five-Year Estimate

INCOME CHARACTERISTICS

The median household income in Deptford was \$90,128 in 2023, compared to \$102,807 for Gloucester County. The income distributions in the Township and the County are generally consistent, except that almost 20% fewer of the County's households earn incomes below \$50,000 than in Deptford (22.5% vs. 27.9%, respectively). This is consistent with the Township's poverty rates for individuals and families (9.7% and 6.4%, respectively) being higher than the individual and family rates for the County (7.6% and 4.5%, respectively).

Table 16. Household Income by Income Bracket, 2023

Income Bracket	Households	Percent
Less than \$10,000	437	3.7%
\$10,000-\$14,999	184	1.6%
\$15,000-\$24,999	739	6.2%
\$25,000-\$34,999	769	6.5%
\$35,000-\$49,999	1,169	9.9%
\$50,000-\$74,999	1,433	12.1%
\$75,000-\$99,999	1,686	14.2%
\$100,000-\$149,999	2,396	20.2%
\$150,000-\$199,999	1,234	10.4%
\$200,000+	1,813	15.3%
Total	11,860	100.0%
Median Income	\$90,128	

Source: Table DP03, 2019-2023 American Community Survey Five-Year Estimate

Table 17. Individual and Family Poverty Rates, 2023

Governmental Level	Individuals	Families
Deptford	9.7%	6.4%
Gloucester County	7.6%	4.5%
New Jersey	9.8%	7.0%

Source: Table DP03, 2019-2023 American Community Survey Five-Year Estimate

EMPLOYMENT CHARACTERISTICS

The largest industrial sector in the Township, Retail Trade, employed 44.8% of all residents in the labor force in 2022. This is not surprising, given the presence of the Deptford Mall. The next largest sector was Educational Services (14.5%), attributable to the presence of Rowan College at Gloucester County. Accommodation and Food Services is the third largest employment sector in Deptford, with 13.1% of the employed labor force.

Table 18. Covered Employment by Sector, 2022

Private Sector Category	Count	Percent
Agriculture	40	0.3%
Utilities	21	0.1%
Construction	717	5.0%
Manufacturing	140	1.0%
Wholesale Trade	125	0.9%
Retail Trade	6,390	44.8%
Transportation/Warehousing	173	1.2%
Information	49	0.3%
Finance/Insurance	304	2.1%
Real Estate	98	0.7%
Professional/Technical	112	0.8%
Management of Enterprises	6	0.0%
Admin/Waste Remediation	622	4.4%
Educational Services	2,073	14.5%
Health Care	881	6.2%
Arts and Recreation	303	2.1%
Accommodation and Food Services	1,886	13.1%
Other Services	279	2.0%
Private Sector Total	14,199	99.5%
Public Administration	73	0.5%
Total Covered Employment	14,272	100.0%

Source: OnTheMap, Center for Economic Studies, U.S. Census Bureau, 2022.

POPULATION AND HOUSING PROJECTIONS

The Delaware Valley Regional Planning Commission (DVRPC), the Metropolitan Planning Organization (MPO) that covers Deptford as well as the remainder of Gloucester County, published population and employment projections for the year

Township of Deptford
Revised Housing Element and Fair Share Plan

February 4, 2026

2050. The DVRPC projects that the Township's population and employment will increase by 3.1% and 9%, respectively, from 2020 to 2050. As Table 19, Population and Employment Projections, 2020 to 2050, shows, these rates are lower than for the County as a whole, which is projected to see population and employment increases of 9.2% and 16.8%, respectively, from 2020 to 2050.

Table 19. Population and Employment Projections, 2020 to 2050

	Deptford			Gloucester County		
	2020	2050	% Change	2020	2050	% Change
Population	31,977	33,002	3.1%	302,294	330,205	9.2%
Employment	16,680	18,337	9.0%	148,183	173,115	16.8%

Sources: DVRPC Regional, County, and Municipal Population and Employment Forecasts, 2020-2050 pub. June 2022.

The Fair Housing Act 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). Annual building permit issuance in Deptford during the years 2014 through 2023 averaged approximately 38.8 units. However, when reviewing the Township's issuance of certificates of occupancy, the number of dwellings newly occupied was 214 over the last 10 years, or 174 units less than the issuance of building permits suggest. When taking demolition into account, Deptford averages approximately 34.1 net new units per year. Table 20, Housing Projections to 2033, shows prior housing activity.

Table 20. Housing Projections to 2033

Year	Building Permits	Demolitions	Net New Dwellings
2014	52	5	47
2015	83	5	78
2016	42	0	42
2017	49	1	48
2018	55	6	49
2019	18	4	14
2020	22	5	17
2021	32	6	26
2022	13	7	6
2023	22	8	14

Year	Building Permits	Demolitions	Net New Dwellings
Total	388	47	34¹
10-Year Average	38.8	4.7	34.1
10-Year Background Growth	388	47	34¹
Housing Sites Growth	1,850		

CONSIDERATION OF LAND FOR AFFORDABLE HOUSING

Land suitable for affordable housing should ideally be located in near proximity to employment centers, retail shopping for everyday needs, and public transportation routes. In Deptford, the confluence of these land uses is mainly found in the northern third of the municipality where the regional shopping center, the Deptford Mall, is located and public transportation concentrated. Everyday shopping needs are also found in the cluster of secondary retail centers surrounding the Mall, along Clements Bridge Road, Cooper Street and Rt. 47. The northern third of the municipality also has Deptford's highest concentration of population. Accordingly, this area of the municipality is favored for the development of affordable housing. The Township's system of public sewer and water is most extensively developed in this area and most able to efficiently service new residential development to the degree necessary. The southeast corner of the municipality where the Five Points Redevelopment Areas are located is the area in the southern portion of the municipality earmarked for higher intensity uses in the south end of Deptford due to its proximity to Rt. 55 where NJ Transit is proposing a new bus rapid transit stop.

Following the adopted and submission of the June 18, 2025 Fourth Round Plan, two developer challenges were filed with the Program. Site specific relief is barred by law at this stage of the process so challengers may only raise issues with the components in the Township's plan in the hopes that one of its compliance mechanisms proves to be faulty and that their site might then have to be used to meet the affordable housing numbers.

One challenger, Deptford Shopping Center, LLC, was already identified in the housing plan as a suitable site for inclusionary development ("Haddonwood Remainder"). A portion of this tract was earmarked for inclusionary development in the Third Round, just to the south of the U.S. Post Office on Rt. 41, and in the Fourth Round, the entire parcel (Block 203, Lots 8-12) was included as a mixed use development of commercial (likely retail) and townhouses/apartments. The municipality had several meetings with the landowner prior to the adoption of the Fourth Round HEFSP which did not quite come to a conclusion before Deptford was required by law to file it with the Program. These issues have been resolved and a mediation settlement agreement reached. The terms of the settlement are reflected in this document.

The second, by an affiliate of Active Acquisitions, LLC, ALR Deptford Property, LLC, also had several meetings with a Township representative to discuss a concept plan on Block 233, Lots 23, 24, 31 and 32, consisting of 87.9 acres of which 67.7 acres were estimated to be developable this tract is located in between Delsea Drive and Fox Run Road in the Township's R-40 zoning district, an area characterized by low density housing and agriculture. The proposal consisted of 790 townhouses and stacked townhouses (one dwelling over the other) of which 158 (15%) would be affordable units, which presumes they would be rented. This development is not necessary to meet Deptford's Fourth Round obligations, is located in an area not intended for higher intensity development and where utility and road infrastructure is less developed than in other parts of the municipality.

MULTIGENERATIONAL FAMILY HOUSING CONTINUITY

The Fair Housing Act requires an HEFSP 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 N.J.S. 52:27D-329.20. As of June 2025, no recommendations have been issued by the Commission.

CONSISTENCY WITH THE MASTER PLAN AND OTHER PLANNING DOCUMENTS

Deptford Township Master Plan

The Deptford Township 2017 Master Plan is the Township's most recently adopted full Master Plan document. The Planning Board has also adopted a 2023 and 2024 Reexamination Report and a 2025 amendment to the 2024 Report.

- Maintain a fair share housing plan and associated development regulations that meet the municipality's state mandate for affordable housing.
- Facilitate access to a variety of housing to meet the income, aesthetic and personal requirements of the Township's future population. Develop new standards for residential development intended for an aging population.
- Utilize redevelopment statutes sparingly and only within the context of the overall goals and objectives of this document.
- Target resources towards neighborhood preservation as the housing stock ages.
- Ensure that as the Township builds-out, that its balance of open space, residential, institutional, industrial and commercial uses will provide sufficient revenue for the provision of public services at a level that meets the needs of its people.

This Housing Element supports the above goals and objectives by providing for its fair share of low and moderate income housing within the municipal boundaries. Additionally, the affordable and market units projected in the Housing Element consist of a wide variety of housing types, including but not limited to single-family detached

housing units, single family semi-detached, townhouses and apartments that will be affordable to a range of household incomes.

State Development and Redevelopment Plan

The State Development and Redevelopment Plan was just recently updated in December 2025. The State Plan includes a map of the entire state drawn with varying levels of intensity, generally from Planning Areas 1 to 5 from highest to lowest. The State Plan Map designation for Deptford remains basically the same, containing both Metropolitan and Suburban Planning Areas, Planning Areas 1 and 2, respectively. These Planning Areas are designated in the State Plan as areas for growth, which can be further defined as areas where infrastructure improvements and development, including housing and employment, should be concentrated. This is demonstrated by the high prospective need numbers for the municipality in the Third Round (975) and Fourth Round (398).

Fair Share Plan

DEPTFORD TOWNSHIP'S AFFORDABLE HOUSING OBLIGATIONS

A municipality's Fourth Round affordable housing obligation has four components: Fourth Round Present Need (Rehabilitation share), Prior Round Prospective Need, Third Round "Gap"/Prospective Need, and Fourth Round Prospective Need. For Deptford Township, these four components were determined as follows.

In May 2021, the Court approved the October 6, 2020, FSHC settlement agreement (see Appendix A for the agreement and fairness/compliance order), which included the Township's cumulative Prior Round Prospective Need (previously established by COAH) and which set the Third Round Gap/Prospective Need (as negotiated with FSHC). In January 2025, the Township filed its Fourth Round DJ action, which included Township Council Resolution #R.68.25 accepting the DCA calculation of its Fourth Round Present Need/Rehabilitation Share and Prospective Need. The entire four-component Fourth Round fair share obligation is as follows in Table 21.

Table 21. Deptford Affordable Housing Allocation, Fourth Round Summary

Affordable Housing Component	Initial Number	Final Number
Fourth Round Present Need Obligation		87
Prior Round Obligation Unadjusted	522	296
- Urban Aid First Round Adjustment	-226	
Prior Round Obligation	296	
Third Round Obligation, Gap Present Need Plus Future Need		975
Fourth Round Obligation, Prospective Need		398
TOTAL ALLOCATION		1,756

These are described in the succeeding paragraphs.

Fourth Round Present Need/Rehabilitation

The amended FHA defines *present need* as "the number of substandard existing deficient housing units currently occupied by low- and moderate-income (LMI) households" and *deficient housing unit* as "housing that (1) is over 50 years old and overcrowded, (2) lacks complete plumbing, or (3) lacks complete kitchen facilities." The Township's Fourth Round Present Need of 87 was calculated by DCA according to its October 2024 methodology report titled *Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background*. The Township accepted DCA's determination of its Fourth Round Present Need obligation by resolution as submitted to the Program/Superior Court with its Fourth Round DJ filing.

Prior Round Prospective Need

The Prior Round Prospective Need obligation is the cumulative prospective need obligation for the First and Second Rounds (1987 to 1999). The Township's Prior Round Prospective Need of 296 was calculated by COAH as set forth in the Appendices to COAH's Substantive Rules at N.J.A.C. 5:93-1. This number reflects the fact that Deptford was an urban aid community in the First Round.

Third Round "Gap"/ Prospective Need

As established by the Township's 2020 FSHC Settlement Agreement, Deptford's Third Round obligation (1999-2025) was set at 975 units.

Fourth Round Prospective Need

The 2024 FHA defines *Prospective Need* as "a projection of housing needs based on development and growth which is reasonably likely to occur in a region or municipality, as the case may be, as a result of actual determination of public and private entities." The Township's Fourth Round Prospective Need of 398 was calculated by DCA according to their allocation as set forth in their October 2024 report. The Township accepted DCA's determination of its Fourth Round Prospective Need of 398 by resolution, which was filed with the Program/Superior Court as part of its Fourth Round DJ action (*see* Appendix B).

Each of these components will be addressed in turn below.

REHABILITATION OBLIGATION

Rehabilitation is the means whereby a municipality's Present Need or Rehabilitation Share is addressed. N.J.A.C. 5:93 from the Second Round, defines a dwelling needing rehabilitation as, "...a housing unit with health and safety code violations that require the repair or replacement of a major system." "Major systems" include weatherization, exterior cladding, window and door replacement, roofing, plumbing (water supply and sanitary), heating, electricity, lead paint abatement and load bearing structural systems.

Deptford has relied upon Gloucester County's operation of an owner-occupied rehabilitation program for its prior rehabilitation obligations in previous housing elements. The municipality intends to continue to utilize Gloucester County's Office of Housing and Community Development owner-occupied rehabilitation program for a portion of its Rehabilitation obligation. The County's rehabilitation program is funded by pass-through federal Community Development Block Grant (CDBG) monies that are administered by the County's Office of Housing and Community Development in the Department of Public Works, Division of Planning. The CDGB funding may only be used to benefit low- and moderate-income households that own their dwelling. The program makes funds available for repair or replacement of a major system in a housing unit occupied by an income-qualified household. The County places a lien on the property that functions as a no-cost loan. The loan is either repaid

by the homeowner or when the house changes title if that occurs before the end of 10 years. After 10 years the loan is forgiven.

In addition, the Township will operate a municipally-sponsored program to supplement the County CDBG program until the rehabilitation share is fulfilled. The municipality has engaged Triad Associates to provide professional services in conjunction with the rehabilitation program, an experienced Administrative Agent through the end of 2025 and will be renewing their contract for 2026.

All rehabilitated units will meet the following criteria under N.J.A.C. 5:93-5:

1. *Rehabbed to code.* Units will be rehabilitated in accordance with the standards of the Uniform Construction Code and BOCA Property Maintenance Code in effect at the time of evaluation. The rehabilitation activity will renovate one or more major building systems and will not include luxury improvements, the purchase of appliances (with the exception of stoves) or improvements that are strictly cosmetic.
2. *Occupied by eligible households at time of rehabilitation.* Under Gloucester County's rehabilitation program and federal CDBG requirements, each owner is income-qualified before any contract is executed.
3. *Appropriate affordability controls are enacted.* The County imposes a 10-year lien on the property in the amount of the cost of the work, to be discharged if title changes hands before the 10 years are up. After 10 years, the loan is forgiven.
4. *Administration.* The municipality anticipates that the Gloucester County Office of Housing and Community Development, through its agreement with Triad Associates, will continue to administer the owner-occupied rehabilitation program. Triad will also administer the municipally sponsored program.
5. *Rental units must be included in the program.* The municipally sponsored program will be available to rental units.
6. *Submission of a rehabilitation manual.* A copy of Gloucester County's rehabilitation manual may be found in Appendix C. Triad will provide an operating manual for the municipally sponsored program once engaged for 2026.

PRIOR ROUND OBLIGATION

Deptford has previously addressed its prior obligations with a combination of 100% affordable development, inclusionary development, group homes, and rental bonuses. In determining the obligation of the Prior Round, COAH established a number of formulas in N.J.A.C. 5:93-1 et seq. pertinent to the calculations in Table 22, Formulas Applicable to the Prior Round Obligation (below). The formulas applicable to the Third Round (based on Second Round rules) being used for the document are calculated as follows:

Table 22. Formulas Applicable to the Prior Round Obligation

Minimum Rental Obligation N.J.A.C. 5:93-5.15(a) = 74 units

.25 (prior round obligation – 20% cap – 1,000-unit cap) =
 .25 (296 – 0 – 0) = .25 (296) = 74 units.

Maximum Rental Bonus = 74 units

No more than the minimum rental obligation = 74 units.

Maximum Senior Units N.J.A.C. 5:93-5.14(a)1 = 74 units

.25 (prior round obligation) =
 .25 (296) = 74 units.

Satisfaction of the Prior Round Obligation

The Prior Round Obligation has been calculated to be 296 units. The municipality will utilize prior cycle credits, 100% affordable buildings, zoned inclusionary sites and rental bonuses to meet its requirement, as indicated in Table 23.

Table 23. Credits for the Prior Round Obligation

Prior Round Obligation (296)	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
100% Affordable (built)						
New Sharon Woods	50	50		50		50
Deptford Park (74 of 99)		74	74	74		74
Housing Authority of Gloucester County (scattered sites; 2 of 19)	2	2		2		2
Village at New Sharon	22			22		22
Conifer Village at Deptford – 74 of 90	74	74		74	74	148
Total	148	200	74	222	74	296

Deptford exceeds its required minimum rental number of 74 units with 200 such units. The number of age-restricted units for which it is claiming credit, 74, is equal to the maximum allowed. Deptford seeks 74 rental bonuses, the maximum permitted, from the Conifer Village project. All documentation for Prior Round units has previously been provided and has been approved by the Court. It is available for inspection upon request.

New Sharon Woods – New Sharon Woods is a development that contains 50 units, built in 1983 on Block 309.01, Lot 1. It is owned and operated by New Sharon Woods Associates, LP, an experienced affordable housing administrator, and includes 44 low-income units and six moderate-income units. The project was refinanced in September

2006 through HUD's Mark-to-Market loan program and as part of the agreement, 30-year affordability controls were imposed (*see* Appendix D).

Deptford Park – Deptford Park (called Cooper Street Senior Housing in earlier plans) is owned by the Housing Authority of Gloucester County, which built and operates the mid-rise apartment building at Block 456, Lot 12 as a 100-unit affordable age-restricted and disabled adult development, with 99 creditable units and one superintendent's unit (note the Settlement Agreement indicates there are 100 available units). All affordable apartments are one-bedroom units, of which 97 are currently occupied by low-income households and two by moderate-income households (note the Settlement Agreement indicates all 100 are low-income units). Ten of the units are designed for the disabled. Because it is owned by a public housing authority, tenants are screened using HUD criteria for eligibility. Deptford is claiming 74 credits, the maximum available for age-restricted affordable units, from this project.

Housing Authority of Gloucester County – The Housing Authority of Gloucester County owns 19 single-family homes throughout Deptford Township that it makes available as affordable family rental units. Of the 19 Prior Cycle credit-eligible units, the Township is claiming credit for two units as partial satisfaction of its prior-round obligation – Block 50, Lot 1, which was deed-restricted in April 1980, and Block 599, Lot 3, which was deed-restricted in May 1980 as Prior Cycle credits. Both are occupied by very low-income households.

The Village at New Sharon – The Village at New Sharon is located on Block 395, Lots 10 and 11; and Block 396, Lots 2, 3, 9, 10, 12, 14, 17 and 21, totaling 2.44 acres located just to the north of New Sharon Woods. The development is 100% affordable and includes 22 semi-detached family affordable for-sale units – 15 moderate-income units and seven low-income units (note the Settlement Agreement says all 22 units are moderate-income units). The final certificate of occupancy was granted on October 22, 1998. Twenty-year affordability controls were put in place between 1995 and 2000, pursuant to the terms of Deptford Township's First Round substantive certification. One of those dwellings was offered for sale post deed-restriction and the Township exercised its right to purchase it. This single dwelling at 33 Dancy Street is contributing towards the Fourth Round compliance plan.

Conifer Village at Deptford – The site is located at the intersection of Deptford Avenue and Tacoma Boulevard (C.R. 644), on Block 80, Lot 4. The units comply with the bedroom distribution requirements of N.J.A.C. 5:80-26.3 and low-moderate income distribution under -26.4; according to the most recent tax credit report, of the 90 units, 10 are occupied by very low-income households, 39 are occupied by low-income households, and 41 are occupied by moderate-income households (note the Settlement Agreement says 13 are very low-income, 38 are low-income and 39 are moderate-income, and older tax credit documents say 10 are very low-income, 40 are low-income and 40 are moderate-income). Deptford Housing Associates LLC, a wholly owned subsidiary of Conifer Realty and a qualified and experienced affordable housing

administrator, owns and manages the site. The property was deed-restricted for a minimum of 30 years in April 2010. The Township is claiming 74 units toward Prior Round compliance, and will claim the remaining 16 units toward Third Round compliance. Because these are rental units, the Township is also claiming 74 rental bonuses, the maximum permitted.

THIRD ROUND OBLIGATION

The Township's original May 3, 2019, Settlement Agreement with FSHC details a Third Round obligation of 975 units, and two options for how the Township could meet that obligation affecting a few hundred units. This was modified by the first amendment to the Settlement Agreement, dated August 15, 2019, that included a firm commitment from the Lakes of Bankbridge developer, Glouco Development Co., and from Gloucester County and associated entities for a large special-needs and family mixed-income development. In the second Settlement Agreement, the Gloucester County site was reduced to 24 units, all special-needs, additional group homes were documented, and additional inclusionary housing sites identified.

The following formulas apply to the Township's Third Round obligation, using the Second Round Rules for the Third Round and indicated in Table 24, below.

Table 24. Formulas Applicable to the Third Round Obligation

Minimum Rental Obligation (N.J.A.C. 5:93-5.15(a)) = 244 Units

$$\begin{aligned} &.25 (\text{Third Round Obligation} - 20\% \text{ cap} - 1000\text{-unit cap}) = \\ &.25 (975 - 0 - 0) = .25(975) = 243.75, \text{ rounded up to } 244 \text{ units.} \end{aligned}$$

Maximum Rental Bonuses (N.J.A.C. 5:93-5.15(d)3) = 244 units

$$.25 (\text{Third Round Obligation}) = .25 (975) = 243.75, \text{ rounded up to } 244 \text{ units}$$

(No rental bonus is granted in excess of the rental obligation.)

Maximum Age-Restricted Units (N.J.A.C. 5:93-5.14(a)2) = 243 Units

$$\begin{aligned} &.25 (\text{Third Round Obligation}) \\ &.25 (975) = 243.75 \text{ units, rounded down to } 243 \text{ units.} \end{aligned}$$

Minimum Low-Income Units (N.J.A.C. 5:93-3.1(e)1) = 366 Units

$$.5 (\text{Third Round Obligation} - \text{rental bonuses}) = .5 (975 - 244) = 365.5 \text{ units, rounded up to } 366 \text{ units.}$$

Minimum Family Units (N.J.A.C. 5:93-5.14(a)1) = 366 Units

$$\begin{aligned} &.5 (\text{Third Round Obligation} - \text{Rental Bonuses}) = \\ &.5 (975 - 244) = 365.5, \text{ rounded up to } 366 \text{ units.} \end{aligned}$$

Minimum Family Rental Units (N.J.A.C. 5:93-5.15(d)2) = 122 Units

$$.5 (\text{Minimum Rental Obligation}) = .5 (244) = 122 \text{ units}$$

Satisfaction of the Third Round Obligation

Table 25, Units and Bonuses Addressing the Third Round Obligation, shows how the Township originally proposed to address the 975 required units and bonuses of the Third Round, with 731 units and 244 bonus credits.

Table 25. Units and Bonuses Addressing the 3rd Round Obligation – June 18, 2025

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
100% Affordable Housing - Built						
Deptford Park – 25 of 99		25	25	25		25
Nancy J. Elkis Senior Housing		80	80	80		80
Housing Authority of Gloucester County (scattered sites – 17 of 19)	17	17		17		17
Conifer Village (LIHTC - 16 of 90)	16	16		16	16	32
Tanyard Oaks (LIHTC)	65	65		65	65	130
Habitat for Humanity	2			2		2
100% Affordable Housing - Proposed						
Diocese of Camden Housing		81	81	81		81
Inclusionary Sites - Built						
Deptford Landing	4			4		4
Willow Ridge	4			4		4
Reserve at Willow Ridge	2			2		2
JAS Homes (Tarp Lane)	4			4		4
Inclusionary Sites – Under Construction or Approved						
DR Horton (was NJTD Investment Group; under construction)	41			41		41
Rizzuto (approved)			14	14		14
Inclusionary Sites – Zoning in Place						
Deptford 15, LLC	27	27		27		27
Miller	22			22		22
Haddonwood Remainder (now Deptford Shopping Center)	25	25		25		25
Local 360 United F&C	9			9		9
Lakes of Bankbridge	101	57		101	57	158
DR Horton (was P&I Associates)	18			18		18
Five Points South (Benderson)	115	115		115	82	160
Alternative Living Arrangements – Completed, Under Construction, or Approved						
Devereux Group Homes (3 homes)		13		13		13
Community Options (1 home)		4		4		4

**Township of Deptford
Revised Housing Element and Fair Share Plan**

February 4, 2026

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
ARC Gloucester (2 homes)		8		8		8
Residences at South College Drive	24	24		24	24	48
Twin Cedars Assisted Living (approved)		10	10	10		10
Total	496	567	210	731	244	975

However, since the 2020 Settlement Agreement was executed, changes to two compliance mechanisms, discussed below, left the Township with a six-unit shortfall at the start of the Fourth Round. To remedy this, in the Fourth Round HEFSP, the Township added a new compliance mechanism – Extensions of Affordability Controls – to its Third Round compliance plan, and moved some units from Third Round compliance to Fourth Round compliance.

In August 2025 FSHC, filed a challenge to the Township’s plan, as did two other entities – Deptford Shopping Center, LLC (“DSC”) and ALR Deptford Property, LLC (“ALR”). Through mediation, the Township and FSHC settled FSHC’s challenge by agreeing to remove the previously approved Third Round rental bonuses from the Five Points South project and redistribute them across other compliance mechanisms, to provide the revised Third Round compliance plan shown in Table 25a. Table 25a demonstrates that the Township meets its 244-unit minimum rental requirement with 670 existing and proposed rental units. It is entitled to 244 rental bonus credits. It proposes 241 age-restricted units, two fewer than the maximum allowed, 395 family rental units, 273 more than the 122 minimum required, and 442 total family units, against a required minimum of 366.

Table 25a. Units and Bonuses Addressing the Third Round Obligation – REVISED

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
100% Affordable Housing - Built						
Deptford Park – 25 of 99		25	25	25		25
Nancy J. Elkins Senior Housing		80	80	80		80
Housing Authority of Gloucester County (scattered sites – 17 of 19)	17	17		17		17
Conifer Village (LIHTC - 16 of 90)	16	16		16	16	32
Tanyard Oaks (LIHTC)	65	65		65	65	130
Habitat for Humanity	2			2		2
Extensions of Controls (New Mechanism)						
New Sharon Woods	50	50		50		50
100% Affordable Housing - Proposed						
Diocese of Camden Housing (Donason) -7 units		74	74	74		74
Inclusionary Sites - Built						

Township of Deptford
Revised Housing Element and Fair Share Plan

February 4, 2026

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
Deptford Landing	4			4		4
Willow Ridge	4			4		4
Reserve at Willow Ridge	2			2		2
JAS Homes (Tarp Lane)	4			4		4
Inclusionary Sites – Under Construction or Approved						
DR Horton (was NJTD Investment; under construction) +1 unit	42	42		42	42	84
Rizzuto (approved)			14	14		14
Inclusionary Sites –To Be Rezoned/Redeveloped						
Deptford 15, LLC	27	27		27		27
Miller (4 of 22)	4			4		4
Haddonwood Remainder (25 of 40)	25	25		25	2	27
Local 360 United F&C	9			9		9
Lakes of Bankbridge (71 of 101; - 30 units)	71	71		71	71	142
DR Horton (was P&I Associates)	18			18		18
Deptwood Center – NEW		38	38	38		38
Five Points South (Benderson; 82 of 115; -33 units)	82	82		82	0	82
Alternative Living Arrangements – Completed, Under Construction, or Approved						
Devereux Group Homes (3 homes; - 1 bedroom)		12		12		12
Community Options (1 home)		4		4		4
ARC Gloucester (2 homes)		8		8		8
Residences at South College Drive (24 apartments)		24		24	24	48
Twin Cedars Assisted Living (approved)		10	10	10		10
Total	442	670	241	731	244	975

Descriptions of the affordable housing developments for the Third Round Obligation follow. All crediting information for Third Round compliance mechanisms have been provided and accepted by the Court. They are available for inspection upon request.

Third Round 100% Affordable Housing – Completed

Deptford Park – Under the Prior Round obligation is a description of Deptford Park. The Township is claiming the remaining 26 units not included in the Prior Round obligation as partial satisfaction of its Third Round obligation.

Nancy J. Elkis Senior Housing (formerly Deptford Park II) – Nancy J. Elkis Senior Housing is located on Block 456, Lot 13 and, like Deptford Park, is operated by the Housing Authority of Gloucester County. The age-restricted development has 80 units, of which 34 are occupied by very low-income households, 34 are occupied by low-income households, and 12 are occupied by or available to moderate-income households (note the Settlement Agreement lists all 80 units as moderate-income). The development was funded by Low Income Housing Tax Credits and Balanced Housing funds, was completed in 1997, and has 30-year affordability controls in place.

Housing Authority of Gloucester County – The Township is claiming 17 credits for the remaining 17 of 19 Prior Cycle creditworthy single-family homes owned by the Housing Authority of Gloucester County as affordable family rentals. As noted above, the other two were claimed by the Township as partial satisfaction of its Prior Round obligation. Of the 17, seven are currently occupied by very low-income households, four are occupied by low-income households, and six are occupied by moderate-income households.

Conifer Village at Deptford – Under the Prior Round is a description of Conifer Village at Deptford. The Township is claiming the remaining 16 credits not included in the Prior Round obligation as partial satisfaction of its Third Round obligation. Because these are family rental units, the Township is also claiming 16 rental bonuses.

Tanyard Oaks – The Tanyard Oaks development consists of 65 units, 55 of which are low-income and 10 of which are very low-income (note the Settlement Agreement indicates 56 units are low-income and nine are very low-income). The site is located on Tanyard Road on Block 398, Lot 29. Developed by Community Investment Strategies, Inc., the site was funded with Low Income Housing Tax Credits and Balanced Housing funds. The site received its final certificate of occupancy in 2010, and 30-year affordability controls were filed at that time. Because these are family rental units, the Township is claiming 65 rental bonuses.

Habitat for Humanity – In 2015, Habitat for Humanity purchased Block 410, Lot 10, subdivided it, and built two three-bedroom homes for sale to moderate-income households. The units received their certificates of occupancy in 2017, and both units were sold and are occupied. A deed restriction imposes affordability controls for 30 years.

Third Round Extensions of Controls – New

New Sharon Woods – Please see the discussion of this property under Prior Round Compliance. The project was refinanced in 2006 through HUD’s Mark-to-Market loan program and as part of the agreement, new 30-year affordability controls were imposed on all 50 units. The units meet the necessary criteria for extensions of controls, including:

- *They meet the criteria for Prior Cycle or post-1986 credits as set forth in N.J.A.C. 5:97-4.2 or -4.3. The units were previously approved as Prior Cycle units for Prior Round credit.*
- *The affordability controls for the units were scheduled to expire during the 1999-2018 crediting period, and were extinguished by the imposition of new controls per the new loan agreement.*
- *The Township obtained a continuing certificate of occupancy or a certified statement from the municipal building inspector that the units meet all code standards;*
- *The Township was required to fund and complete any work necessary to bring the units up to code.*

Please see Appendix D for documentation related to extensions of controls on these units.

Third Round 100% Affordable Housing – Proposed

Diocese of Camden Housing/Donason Tract –The original proposal was for 81 units on the site; however, the current developer, the Diocese of Camden, has proposed 74 units due to the limited portion of the site in the Township’s sanitary sewer service area, a loss of seven credits, which shortfall the Township is addressing through new Third Round extensions of controls, discussed above, and rearrangement of some credits between the Third and Fourth Rounds.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development.* The Township owns the land. There is a gas pipeline easement along the northwestern edge adjacent to the New Jersey Turnpike that borders the site. There are no conditions of title that would preclude the development of affordable housing on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has more than 900 feet of frontage along a county highway (C.R. 621 - Almonesson Road) and 1,400 feet on Caulfield Avenue, a designated “major collector” in the Circulation Element of the Township’s Master Plan. The site is adjacent to and across Caulfield Avenue from existing multi-family housing in the Locust Grove planned community. Across Almonesson Road is one of the Township’s major active recreational complexes with baseball, softball, and an indoor wrestling/basketball facility. None of these land uses is incompatible with the proposed use of the site.
- *Adequate sewer and water is available.* According to the Deptford Township Municipal Utilities Authority, water and sewer service are available for the site on Caulfield Avenue. A small 1.5-acre portion of the site remains in the sanitary sewer service area, sufficient to serve the 74-unit building.

- *The site can be developed in accordance with RSIS.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- *The site is located in a Smart Growth Planning Area.* The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations.* There are freshwater and tidal wetlands associated with a tributary of Big Timber Creek in the center of the tract. The site has approximately sixteen acres that are constrained by these environmental features and their regulatory riparian and freshwater buffers. The net developable area is 7.09 acres. A project totaling 74 units would have a net density of slightly less than 10.5 units per acre and can be constructed in the northeast portion of the site. See concept plan in Appendix
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic sites or districts located on the site or in the nearby surrounding area.

Applicable COAH's Second Round rules at N.J.A.C. 5:93-5.5 will be addressed as follows:

- *Administrative Entity.* The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Very Low-, Low- and Moderate-Income Distribution.* At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing.* The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Controls on Affordability.* The affordable units will have minimum 30-year affordability controls.
- *Bedroom Distribution.* The distribution of the number of bedrooms will follow UHAC regulations.
- *Sources of Funds.* The Township has provided a pro forma of both total development costs and sources of funds and documentation of the funding available to the

municipality and/or project sponsor. The proforma also includes the project schedule. The main funding source could be either State or Federal tax credits, depending on the favorability of the programs at the time of application, which is expected to be undertaken by the Diocesan Housing Corp. in 2026. In the case where an application for outside funding is not successful, the municipality will provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township anticipates being able to meet this requirement through funds to be generated from non-residential and residential development not incorporating affordable units as spelled out in the Township's Spending Plan and as required by the Settlement Agreement for the down payment. The Township has passed a resolution of intent to fund (*see* Appendix N) in the event of a financial to implement its Housing Element and Fair Share Plan.

- *Construction Schedule:* The Township's mediation agreement with FSHC requires that the Township provide an updated pro forma for this project showing construction beginning within two years. The pro forma in Appendix Q indicates construction will have begun well before that time.

Appendix Q also includes a Resolution of Need for application for tax credits, agreement to the use of affordable housing trust funds and resolution from the Township council authorizing its execution, and the authorizing resolution and executed redevelopment agreement between the municipality and the Diocesan Housing Corp.

Third Round Inclusionary Developments – Completed

Deptford Landing – Four inclusionary single family semi-detached dwellings, located on Block 389 Lots 1.07 and 1.08, and Block 392, Lots 10 and 11, were constructed as required by the major subdivision approval for this project. Two of the units received certificates of occupancy in 2012, and the remaining two in 2013. Thirty-year deed restrictions were applied prior to the issuance of each certificate of occupancy. Two of the units are moderate-income and two are low-income. The units are administered by Triad Associates, the Township's Administrative Agent.

Willow Ridge – Willow Ridge, at one time known as Raven's Hill, includes four affordable for-sale single-family detached houses located on Block 386.04, Lots 11 and 12 and Block 386.10, Lots 9 and 10. Two of the units are low-income and two are moderate-income. One low-income and one moderate-income unit have two bedrooms each and the remaining two are three-bedroom units. Thirty-year affordability restrictions for these units were filed in 2005. The units are administered by the Housing Affordability Service.

Reserve at Willow Ridge – This development includes two affordable single-family detached dwellings, Block 386.08 Lots 11 and 28. One is a low-income unit and one moderate-income, one with four bedrooms and one with five bedrooms. Thirty-year

affordability controls were put into place in 2009. The units are administered by the Housing Affordability Service.

JAS Homes (Tarpy Lane) – This inclusionary development of 26 single-family homes includes four affordable for-sale units – two low-income and two moderate-income – on Block 233, Lots 145 and 146, and Block 233.01, Lots 3 and 4. All four units have three bedrooms. The last unit received its certificate of occupancy in 2011, completing the establishment of 30-year affordability controls for the four units. The units are administered by the Housing Affordability Service.

Third Round Inclusionary Developments – Approved

DR Horton (was NJTD Investment Group) – NJTD Investment Group sold Block 398, Lots 14-16, 17.01, 18, 35, 50 to DR Horton, the largest or one of the largest homebuilders in the country. The development is for the construction of 231 market-rate condominium townhouses and 42 affordable family rental units in a stacked flat configuration for a total of 273 dwellings on a tract of 32.27 acres. The number of affordable units is one more than expected in the Third Round HEFSP. The project is under site construction. The revised resolution of final site plan approval may be found in Appendix O, along with a draft deed restriction that spells out the income-bedroom distribution requirements of the 42 affordable units.

Rizzuto/Forestar – This is a 23.4-acre parcel at the corner of Tanyard Road and Ayres Avenue (Block 84, lot 1). Across Ayres Avenue are school administrative offices and a moving company. On the property is a 120-foot-wide PSE&G utility easement, acquired for overhead electrical transmission lines to a planned substation in Woodbury Heights that was never built. There are no overhead or underground utility lines in the easement, and the subdivision plan places this in open space.

The project has a preliminary major subdivision approval for 81 age-restricted units, of which 14 would be single-family semi-detached dwellings. One of the conditions of approval is the amendment of the sanitary sewer service area (SSA) to include all of the house sites on the subdivision. Since the major subdivision approval was granted to the landowner, Forestar Group, Inc., has entered into a sale and purchase agreement for the property. In so doing, they have proposed a slightly modified subdivision plan and have refiled for a Water Quality Management Plan amendment to NJDEP and for a new determination of freshwater wetlands (LOI) as the prior one expired a year ago or so. These documents were submitted on July 15, 2025. The subdivision plan would require filling in a small emergent wetland area that has developed since the farm was abandoned and the farmhouse demolished that once constituted the rear yard of the house. It is anticipated that the freshwater wetlands determination of intermediate resource value wetlands would continue and that the isolated wetlands may be filled as was allowed in the prior LOI. The amendment to the SSA would fulfill a public purpose of providing additional affordable housing units and can be considered outside of the

larger request for a 23-municipal amendment to the County WQMP that was filed in 2020.

Third Round Inclusionary Developments – Zoned Sites

The Township was granted approval of the following sites in its Third Round Judgment of Repose. All required zoning was put into place in 2020.

Deptford 15, LLC – This 16.9-acre site is identified as Block 5.01 Lot 13.02 and is located to the east of the Lowe’s shopping center. The site is vacant. Access may not be directly made to Almonesson Road because of the slope created by the bridge abutment that carries Almonesson Road over Route 55; NJDOT, established a slope and no access easement along the frontage. Instead, adequate access to the site was created at the time of the original subdivision via a 30-foot ingress and egress/utility easement from Locust Grove Boulevard across the rear of the Lowe’s lot and the side yard of the Austin apartment complex. Access may also be available across Block 5.01, Lot 16.04, that is owned by the Nemours Foundation. The Foundation owns the adjacent property, Lot 16.02 where Nemours DuPont Pediatrics operates a children’s outpatient facility, though title work would need to be undertaken to conclusively establish this right. This access differs from a separate easement that provides access to the DTMUA water tank on Lot 22. The Township is in receipt of a letter from the managing member of the LLC, dated December 10, 2025 indicating acceptance of the continued inclusion of the site in the Fourth Round and its existing zoning regulations (*see Appendix P*). In accordance with the terms of the 2019 Settlement Agreement, the Township rezoned the site to provide a realistic opportunity for the development of 180 units (a gross density of 12 units per acre), with a required 15% set-aside, for a total of 27 affordable family rental units.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development.* The Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site. There is a 30-foot ingress and egress/utility easement along the northwestern property boundary that connects to Locust Grove Boulevard alongside the common property boundary between the Lowe’s home improvement center and the Austin apartment complex. This 30-foot wide easement allows for an adequate cartway under Residential Site Improvement Standards (“RSIS”) rules (N.J.A.C. 5:21-1 et seq.) for the level of development anticipated on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* See prior paragraph pertaining to access for the site. Directly to the north is open space land owned by the Locust Grove Homeowners Association and the driveway to the DTMUA water tank. Abutting the site on the north side of Lot 16.04 is the Nemours-DuPont Pediatric Specialty Care and Surgery Center and associated

parking. Across Almonesson Road to the east is the southern end of the Heritage Village senior residential development, and then the western edge of Route 55. Abutting the site at the southeast end is the Lowe's Home Improvement Center and it is cater-corner to the Austin apartment complex.

- *Adequate sewer and water is available.* The site is within the Township's sewer service area, and the Deptford Township Municipal Utilities Authority indicates that water and sewer service are available at the site from their existing easement.
- *The site can be developed in accordance with RSIS.* Development of the site can occur consistent with RSIS, N.J.A.C. 5:21-1 et seq.
- *The site is located in a Smart Growth Planning Area.* The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations.* There are no known contaminated sites on the parcel. The southern half of the site is constrained by wetlands, but there is sufficient unconstrained land to construct the number of proposed units at reasonable net densities.
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity.* The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Very Low-, Low- and Moderate-Income Distribution.* At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing.* The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Controls on Affordability.* The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.

- *Bedroom Distribution.* The distribution of the number of bedrooms will follow UHAC regulations.

Miller – The four lots at Block 86, Lots 4, 5, 15 and 27 comprise a 17.99-acre parcel on the north corner of the intersection of Tanyard Road and Cattell Road. All four lots are in the R-40, or low-density residential zone. There is one residence on the underutilized property. One lot and part of a second are farmland-assessed. The Township has rezoned the site to provide a realistic opportunity for the development of 147 residential units (note the Third Round Settlement Agreement says 152 total units) at 8.2 units per acre with a required set-aside of 15% if the units are for rent and 20% if the units are for sale, for a total of at least 22 affordable units. The Township is claiming four affordable units toward Third Round compliance, and the remainder toward Fourth Round compliance.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development.* The lots are under common ownership, and the Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has about 1,071 feet of frontage on Tanyard Road and about 1,330 feet of frontage on Cattell Road. Across both streets are residential developments in the R-10, or medium-density residential zone. The land behind the site is zoned R-20A, or medium-density residential. Bus Route 463 runs along Tanyard Road from Woodbury to the Avondale Park & Ride in Sicklerville, and stops on the corner of Tanyard and Cattell Roads.
- *Adequate sewer and water is available.* The site is within the Township's sewer service area. While the DTMUA reports that sewer service is not currently available at the front of the site, sanitary sewer is located in Mail Avenue at Tanyard Road, a distance of about 400 feet. Since this site is across the street from the P&I Associates sites, costs could be shared to run the sewer collector. Water is available to Lots 4, 15 and 27.
- *The site can be developed in accordance with RSIS.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- *The site is located in a Smart Growth Planning Area.* The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.

- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations.* There are no wetlands or wetlands buffers, and no known contamination on the site.
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity.* The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Very Low-, Low- and Moderate-Income Distribution.* At least half of the affordable units developed will be affordable to low-income households. Because these are anticipated to be for-sale units, they will not include any very low-income units. The Township has sufficient very low-income units in other developments to satisfy its statutory requirement that at least 13% of affordable units approved since 2008 be affordable to very low-income households.
- *Affirmative Marketing.* The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Controls on Affordability.* The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution.* The distribution of the number of bedrooms will follow UHAC regulations.

Haddonwood – This is the site of the former Haddonwood Swim Club, currently vacant, totaling 33.61 acres on the east side of Hurffville Road south of where it crosses Route 42 (Block 203; Lot 8-12 and 21). In accordance with the terms of the Third Round Settlement Agreement, the Township rezoned the northerly part of the site to provide a realistic opportunity for the development of 166 units (a gross density of 11 units per acre), assuming rental development, with a required 15% set-aside, for a total of 25 affordable units.

In the Fourth Round, the entire tract has been proposed for inclusionary development, with a commercial component along its frontage on Rt. 41 (Hurffville Road) which is a major commercial corridor in Deptford. The owner of the tract filed a challenge to the Township's Fourth Round HEFSP. Through mediation, the parties have drafted a settlement agreement to resolve the challenge, which may be found in Appendix F.

Pursuant to the agreement, the Township must within 30 days of execution of the settlement agreement authorize the Planning Board to conduct a preliminary investigation as to whether the property constitutes an area in need of redevelopment, and requires the Planning Board report to be prepared within 60 days of receiving the authorization to investigate. Should the Planning Board find the property qualifies as an area in need of redevelopment, the Township is required to adopt a redevelopment plan for the site within 90 days. Thereafter, the settlement agreement spells out a timeline by which the parties must execute a redevelopment agreement and financial agreement.

The settlement agreement specifies a mixed-use development including 266 total rental apartments, of which 40 must be deed-restricted as affordable, or, should full engineering of the site determine that it cannot support 266 units, the agreement requires that 15% of all units developed by set aside as affordable. The landowner has created a concept plan with an experienced developer that indicates how the property could be laid out to accommodate this number of units and future commercial uses on the highway frontage (see also Appendix F). Of those 40 units, 25 are being claimed toward Third Round compliance.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development.* The Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site, nor has the landowner disclosed any such encumbrances in its concept submissions.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* Lot 10 has 300 feet of frontage on the east side of Hurffville Road. Land to the north is occupied by the U.S. Post Office and a small one-story industrial building with frontage on Dein Avenue. In front of Lots 10 and 11 on Hurffville Road is a small closed gas station, and across Hurffville Road to the west is a residential development, beer distributor, a historic church cemetery, a truck sales facility and Home Depot. To the east, along the Township/County line, is the South Branch of Big Timber Creek. Land uses on the opposite side in Runnemede are residential and in Gloucester Township, industrial, but more than 700 feet distant across the tidal creek. To the south are small scale retail businesses. It is near to the Township's retail shopping areas, centered on the Deptford Mall, that provide job opportunities.
- *Adequate sewer and water is available.* The site is within the Township's sewer service area. Water and sanitary sewer service is directly located in front of the property for service to the site.
- *The site can be developed in accordance with RSIS.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.

- *The site is located in a Smart Growth Planning Area.* The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations.* There are no known contaminated sites on the parcel. A portion of rear of property, to the east near Township line, is wetlands and riparian waters associated with the South Branch of Big Timber Creek. The development will require a waterfront development permit and other environmental permits from NJDEP. At one time, this corridor was identified as bald eagle habitat but this additional designation no longer applies to the property, according to the landowners' professional team. These permitting requirements are not expected to hinder the development of affordable housing on the unconstrained land.
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Third Round Settlement Agreement will be addressed as follows:

- *Administrative Entity.* The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Very Low-, Low- and Moderate-Income Distribution.* At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing.* The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Controls on Affordability.* The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution.* The distribution of the number of bedrooms will follow UHAC regulations.

Local 360 United F&C – This 10-acre property is located at 1920 Delsea Drive, Block 397, Lot 3. The Township has rezoned the site to provide a realistic opportunity for the

development of 60 residential units (a gross density of six units per acre), with a presumed set-aside of 15%, for a total of nine affordable units.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development.* The Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has about 550 feet of frontage on Delsea Drive and a 50-foot-wide strip that provides access to Tanyard Road. It is surrounded by residential and agricultural uses along the Delsea Drive frontage on both sides of the street.
- *Adequate sewer and water is available.* The Deptford Township Municipal Utilities Authority reports that the site is within the Township's sewer service area, and both water and sewer service are currently available to the site.
- *The site can be developed in accordance with RSIS.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- *The site is located in a Smart Growth Planning Area.* The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Suburban Planning Area, Planning Area 2, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency but is within the jurisdiction of CAFRA.* The site is otherwise located outside of the Pinelands, Highlands, or Meadowlands jurisdictions. As noted, the site will require a waterfront development permit.
- *The site will comply with all applicable environmental regulations.* There are no wetlands, floodplain or known contamination on the site.
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity.* The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.

- *Very Low-, Low- and Moderate-Income Distribution.* At least half of the affordable units developed will be affordable to low-income households. Because these are anticipated to be for-sale units, they will not include any very low-income units. The Township has sufficient very low-income units in other developments to satisfy its statutory requirement that at least 13% of affordable units approved since 2008 be affordable to very low-income households.
- *Affirmative Marketing.* The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Controls on Affordability.* The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution.* The distribution of the number of bedrooms will follow UHAC regulations.

Lakes of Bankbridge – Glouco Approvals Group was one of the intervenors in the Township’s Declaratory Judgment action for the Third Round. An affiliated company, P&I Associates, owns another site that is part of this housing plan. The property at hand was to be Phase II of the former Lakes of Bankbridge planned unit development that was never completed and for which there are no extant approvals. This is a 99.2-acre tract, currently farmland and vacant, wooded land mostly farmland-assessed, consisting of Block 398, Lots 7, 31, 32, 33 and 52. For the Third Round, the Township rezoned the site to provide for the development of a total of 504 residential units, with a required set-aside of 20% regardless of whether the affordable units are rentals or for-sale, for a total of 101 affordable units.

In addition to accommodating the 504 units of the site, 18 more affordable units from the 90 units anticipated at the P&I Associates site are proposed to be transferred to the Lakes of Bankbridge site in the form of stacked townhouses (one unit over another). This may be accomplished through the noncontiguous planned unit residential provisions of the MLUL (N.J.S.A. 40:55D-39(b)). The density will accommodate the transfer of units.

In the Memorandum of Understanding (MOU) with Deptford Township, Glouco Approvals Group committed to provide at least 57 affordable rental units in a multi-family configuration. These units will thus be eligible for 57 rental bonus credits. As required in the MOU, Lakes of Bankbridge will consist of 288 multi-family dwellings with 57 affordable family rental units that will include all of the very low-income units required per the settlement agreement with FSHC, 86 market-rate townhouses, 22 affordable townhouses, 40 affordable stacked townhouses plus 18 additional stacked townhouses from the P&I Associates site. In the Fourth Round, the total number of units increases to 662 and 151 affordables, with an additional 10 affordable multi-family family units. An additional 44 affordable stacked townhouses will be provided. Since the MOU was executed, the title to the property has been transferred to Boxwood Bluffs, LLC (still an affiliated company). In addition, DR Horton has obtained a

purchase and sale agreement for both this tract and the P&I tract. See discussion on Fourth Round amendments of the anticipated development of this site.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development.* The Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has adequate frontage on Bankbridge Road of 250 linear feet. In addition, the site would be served by an extension of a stub street (intended as a collector), Woodcreek Road, eastward into the development. The property adjoins the Deptford Soccer Complex to the south, Tanyard Oaks (a 100% affordable development) on the east, various single family detached uses fronting on Bankbridge Road, single family detached and attached housing to the west (part of the original Lakes of Bankbridge) and other lands of the owner to the south, on the opposite side of Bankbridge Road. The proposed land uses are compatible with the existing land uses in the area.
- *Adequate sewer and water is available.* Most of the site is within the Township's sewer service area; only small portions of the western, southeast and eastern edges of the site are not. This will not be a constraint on the development of affordable housing on the site. The Deptford Township Municipal Utilities Authority indicates that water and sewer service are available to the site.
- *The site can be developed in accordance with RSIS.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- *The site is located in a Smart Growth Planning Area.* The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Suburban Planning Area, Planning Area 2, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations.* There are wetlands around the southeastern and eastern edges of the property, but not sufficient to be a constraint on the development of affordable homes on the remaining 88 acres. Two branches of the Monongahela Creek cross the tract. One of these will need to be bridged to connect the development to Woodcreek Road and create a thru connection to Bankbridge Road. Riparian buffers, flood plain and wetlands exist along these branches, which can be characterized as lying at the bottom of ravine-like slopes. The Township and D R Horton have had meetings with the NJDEP

about the approach to take in permitting the crossing of the westerly branch. Both the Township and developer are confident that the bridge can be designed and approved by NJDEP following these meetings.

- *The site will not affect any historic or architecturally important sites and districts.* There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity.* The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Very Low-, Low- and Moderate-Income Distribution.* At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing.* The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Controls on Affordability.* The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution.* The distribution of the number of bedrooms will follow UHAC regulations.

P&I Associates – This site, slightly less than 10 acres in size comprising Lots 31 and 40 of Block 407, is directly across Tanyard Road from the Miller site. This site is owned by an affiliate of Boxwood Bluffs, LLC. The MOU for the Lakes of Bankbridge site also encompasses this property. The site will be developed with 72 for-sale market rate townhouses. Its affordable housing obligation of 18 units will be transferred to the Lakes of Bankbridge property and will be developed as stacked townhouses. This will be accomplished through the planned unit residential provisions for non-contiguous tracts in the MLUL. The affordable units will be for sale at Lakes of Bankbridge. The Township has rezoned the site to provide a realistic opportunity for the development of 90 residential units (a gross density of nine units per acre), with a required set-aside of 20%, for a total of 18 affordable units.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development.* The lots are commonly owned. Lot 31 has a variable-width road easement, slightly more than 13 feet wide at its widest, along its Tanyard Road frontage. The Township treats right-of-way easements as not removing land from the development tract.

The Township is not aware of any legal encumbrances that would preclude the development of affordable housing on the site. This site was the subject on an approved subdivision of 26 single family detached dwellings in 2010. However, the major subdivision plan was never perfected nor the plat filed and there are no existing approvals on the land.

- *The site is adjacent to compatible land uses and has access to appropriate streets.* The site is surrounded by residential uses of varying densities. Lot 40 is an interior lot. Lot 31 has approximately 637 feet of frontage on Tanyard Road.
- *Adequate sewer and water is available.* The Deptford Township Municipal Utilities Authority reports that the site is within the Township's sewer service area, but that sewer service is currently not available to the site. Water service is available in Woodbury-Glassboro Road. The previous subdivision application proposed sewer to be connected to an existing main in Mail Avenue, about 400 feet to the north of the property. D R Horton has indicated that this is their preferred connection point.
- *The site can be developed in accordance with RSIS.* Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- *The site is located in a Smart Growth Planning Area.* The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations.* There are no wetlands, wetlands buffers or known contaminated sites on either of the lots.
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity.* Administration of the affordable units will be addressed by the Administrative Agent in charge of the Lakes of Bankbridge development.
- *Very Low-, Low- and Moderate-Income Distribution.* The distribution of income limits on units will be addressed at the Lakes of Bankbridge site by the Administrative Agent.
- *Affirmative Marketing.* The affordable units at the Lakes of Bankbridge site will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.

- *Controls on Affordability.* The affordable units at the Lakes of Bankbridge site will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution.* The distribution of the number of bedrooms at the Lakes of Bankbridge site will follow UHAC regulations.

Five Points South – In 2003 Benderson Development Company sought to develop land on both sides of Route 47 just to the west of its intersection with Route 41 and Blackwood-Barnsboro Road, in the southernmost part of the Township, for intensive retail uses. In 2004 the municipality responded with zoning ordinance changes to limit the level and type of retail use. The developer sued to overturn the zoning amendment. The Township entered into settlement discussions in 2005. In 2007 and again in 2008, the Township declared the area in need of redevelopment. (The declaration also encompassed additional land north of the Benderson tract that included the Kinsley Landfill and land on the north side of the landfill owned by an associated company called Birchcrest.) The Five Points South Redevelopment Area encompasses Block 387.01, Lot 70 and Block 417.01, Lots 3-9 and 11, for a total of approximately 198 acres. Both Benderson and the Kinsley Landfill/Birchcrest entities initiated lawsuits over the redevelopment designation, and the Township and Benderson Development Company settled both cases in 2013. The Township adopted a Redevelopment Plan for the site in June 2014 that called for development of the area into an “integrated mixed use shopping, office and residential complex,” but specified that at least 70% of the tract be allocated to non-residential uses, and established a limit of 400 housing units, of which 20% were required to be affordable. In 2015 the Township signed a redeveloper’s agreement with Benderson.

Through subsequent negotiations, the restriction on the portion of the tract that can be used for housing has been revised, and the maximum number of housing units permitted in the redevelopment area has been increased. Housing is only permitted south and west of Route 47 and is intended to be developed mainly in the interior of the tract, separated from the nonresidential development by a stream corridor and associated wetlands and flood plain. A MOU reflects the production of affordable housing as a primary goal of the redevelopment plan. Of the allowed 575 units, a net density of approximately 11 units per acre, 20% of the units regardless of tenure will be affordable housing units. This calculates to 115 affordable units, 82 of which will be claimed toward Third Round credit. It is anticipated that the form of residential development will be townhouse or multi-family, multi-story buildings. Originally, because the proposed units will be rental units, the Township claimed 82 rental bonuses for this development. However, because of the delay in the project moving forward, per the Mediation Agreement with FSHC for the Fourth Round these bonuses have been removed, and reallocated across other eligible compliance mechanisms. A new redevelopment plan, dated May 28, 2025, was adopted by the Township Council on July 7, 2025 (Ordinance O.11.25), subsequently amended to address a technical error on December 1, 2025 (Ordinance O.22.25) that primarily addresses the non-residential portion of the tract, and that retains the residential sections as described here.

The site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 as detailed below:

- *There are no preconditions that would prevent affordable housing development.* The Township is not aware of any legal or other encumbrances that would preclude the development of affordable housing on the site.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* The site has more than 2,000 feet of frontage on both sides of Delsea Drive, 1,100 feet of frontage on Blackwood-Barnsboro Road, 235 feet of frontage at the end of International Avenue, and 475 feet of frontage on Hurffville Road across from Bluebell Lane. Of relevance to the portion of the tract where the housing would be located, is an approved warehouse on International Avenue where the Township required all of the truck loading to be on the opposite side of the building from the tract, an existing industrial use that makes equipment for goods handling and a contractor's storage yard. Cater-corner to the site is the preferred location for NJ Transit's Bus Rapid Transit Terminal on Rt. 55, which if realized, would provide greatly improved bus service to Philadelphia.
- *Adequate sewer and water is available.* With the exception of the wetlands areas noted below, the site is within the Township's sewer service area. The Deptford Township Municipal Utilities Authority reports that water and sewer service are available for Block 387.01 Lot 70 and Block 417.01 Lots 3 thru 6 and 11. Water and sewer service would only be available on Block 417.01, Lots 7 thru 9 if the lots were consolidated. There is no impediment to the developer to do so and in the site plan approval process is a likely condition in any event. The tract will require significant upgrades in the capacities of the mains and collectors to the site, but this has been known by the landowner since 2003.
- *The site can be developed in accordance with RSIS.* Development of the site will be consistent with RSIS, N.J.A.C. 5:21-1 et seq.
- *The site is located in a Smart Growth Planning Area.* The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Suburban Planning Area, Planning Area 2, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site. As noted, the tract is adjacent to land that has been identified as the terminus of a bus rapid transit system to provide limited access bus service to improve driving times on Route 55 and Route 42 that provides access to Philadelphia and other South Jersey locations. Residents would have within walking distance a new transportation system for expanded job opportunities and was a prime consideration in earmarking this site for residential use.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.

- *The site will comply with all applicable environmental regulations.* There are wetlands on parts of the site on both sides of Delsea Drive. Wetlands cover portions of Block 417.01, Lot 8, and stretch across Delsea Drive to a small portion of Block 387.01, Lot 70. Wetlands are also scattered across the remaining lots, but are not sufficient to impede the production of affordable housing as contemplated in this document. With allowed four-story buildings, the entire 575 units could be housed in 30 acres with surface parking.
- *The site will not affect any historic or architecturally important sites and districts.* There are no historic sites or districts located on the site or in the nearby surrounding area.

In addition, the terms of the Settlement Agreement will be addressed as follows:

- *Administrative Entity.* The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Very Low-, Low- and Moderate-Income Distribution.* At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing.* The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Controls on Affordability.* The affordable units will have minimum 30-year or 40-year affordability controls, depending on tenure.
- *Bedroom Distribution.* The distribution of the number of bedrooms will follow UHAC regulations.

Deptwood Center – The Township proposes to rezone this parcel to construct 253 total age-restricted housing units, of which 38 would be affordable, a 15% set-aside, on the 12.75 acres of Block 456, part of Lot 2 (the part excepted is intended as a surface parking lot to address parking for an adjacent bowling alley). A concept plan and new zoning district, the AR-5, are found in Appendix E.

As required in N.J.A.C. 5:93-5.3, affordable housing sites shall be approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.3, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- *There are no preconditions that would prevent affordable housing development.* The site has no known title defects or deed restrictions that would preclude development of affordable housing.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* The site was an obsolete shopping center, the Deptwood Shopping Center, that was

demolished in 2003. A portion of the site was subdivided and a Wal-Mart constructed on the Cooper Street half in 2008-2009. The northeastern portion contains the Bowlero bowling alley, the only remaining original building. The demolished portions of the site have remnants of surface parking, the shopping center floor slab, wooded areas never developed and successional vegetation of gravel from the demolition. , adjacent to the parking lot for the Bowlero bowling alley to the northeast and Wal-Mart parking to the southeast. It has adequate frontage Delsea Drive (Rt. 47) and on Deptwood Center Road, a private internal right-of-way, which provides access between Delsea Drive and Cooper Street (C.R. 534) a major intermunicipal roadway. The landowner has received both a Letter of Interpretation for wetlands on the site, where are less extensive than depicted on state mapping, and a water quality certification to fill an isolated wetlands and to undertake remedial work on the existing stormwater management system to facilitate the redevelopment.

- *Adequate sewer and water are available.* The site is located in a sewer service area and a public water area. Water and sewer have been installed along Delsea Drive and Cooper Street and there are no known capacity constraints for this development.
- *The site can be developed in accordance with RSIS.* Development of the site can be accomplished consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- *The site is located in a Smart Growth Planning Area.* The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The development is not within jurisdiction of a Regional Planning Agency or CAFRA.* The site is located outside of the Pinelands, CAFRA, Highlands, or Meadowlands jurisdictions.
- *The site will comply with all applicable environmental regulations.* The site contains no steep slopes that could prevent its development with the proposed housing project, and it is not in a flood hazard area. A review of NJDEP's GeoWeb mapping shows there is a small area of known groundwater contamination in the northeast corner of the site, and there are wetlands at the rear of the site along the NJ Turnpike. These constraints are not extensive enough to hinder the development of affordable housing, and approval has been received from NJDEP authorizing the fill of a very small wetland for the expansion of an existing parking lot and stormwater management infrastructure. (See Appendix E for the NJDEP LOI and water quality certificate.)

In addition to site suitability, the developer of the redevelopment project will be required to meet the applicable requirements of UHAC:

- *Administrative Entity.* The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units, income-qualify applicants, place minimum 30-year affordability controls on the units of they are for sale and 40-year controls if they are for rent, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Very Low-, Low- and Moderate-Income Distribution.* At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing.* The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Controls on Affordability.* In accordance with the amended FHA, the affordable rental units will be required to minimum 40-year affordability controls.
- *Bedroom Distribution.* The distribution of the number of bedrooms will follow UHAC regulations.

Alternative Living Arrangements

ARC Gloucester (completed) – The ARC Gloucester operates a group home, Bennett House, on Block 196, Lot 17. The dwelling has three bedrooms, and provides three credits. All bedrooms are occupied by very low-income individuals. The ARC finds its residents from the New Jersey Division of Developmentally Disabled’s waiting list.

ARC Gloucester (completed) – As part of the subdivision approval process for a subdivision of single family detached houses, the developer was required to acquire and convert a single-family house for a group home operator. The ARC Gloucester entered into an agreement with Integrity Building Group, LLC, the developer of the Landings at Cooper Street project, to gut-rehabilitate an existing one-story dwelling on Block 199, Lot 7, into a five-bedroom medical group home for adults with intellectual and developmental disabilities. The rehabilitation is complete and the facility received its certificate of occupancy in 2021. All bedrooms are very low-income.

Devereux Foundation (completed) – The Devereux Foundation operates three group homes for the developmentally disabled on Block 120, Lot 3; Block 386.13, Lot 51.02; and Block 636, Lot 15. Each of the dwellings has four bedrooms, for a total of 12 credits. All bedrooms are occupied by very low-income individuals. The Devereux Foundation also utilizes the Division of Developmentally Disabled’s waiting list for tenants. Renewed affordability controls for 20 years each were placed on the first property on December 5, 2007, the second on February 20, 2008, and the third on April 29, 2008.

Community Options (completed) – Community Options operates a group home at Block 307, Lot 7. The home has four bedrooms, for four credits. All four bedrooms are occupied by very low-income individuals. Community Options finds its tenants from

the Division of Developmentally Disabled's waiting list. Community Options purchased the facility in 2017.

Residences at South College Drive (Rowan College) – The Township entered into a four-way Memorandum of Understanding with Gloucester County, the Housing Authority of Gloucester County, and Rowan College, to build 24 special needs units on community college-owned land at Rowan College of South Jersey campus (Block 417, Lot 1). The southern portion of the tract, comprising 43.78 acres, has been designated an area in need of redevelopment, and the units were constructed in the eastern part of that area. South of the college is county-owned land housing, among other services, the Bankbridge Development Center where special needs students are provided educational services. The intent of the program is to assist students matriculating out of the secondary school at the Bankbridge Development Center to find housing in a familiar setting and to potentially find employment as well as further their own education at the community college. The apartment building received a temporary Certificate of Occupancy on October 8, 2025 when tenants began moving in and its permanent Certificate of Occupancy on December 2, 2025. Because these are rental apartments, the Township is claiming 24 rental bonuses for these units.

Twin Cedars Assisted Living (existing and approved) – Twin Cedars is a 37-bed assisted-living facility located on Block 413, Lot 4. The existing facility is licensed as a Comprehensive Personal Care Home (CPCCH), a facility that provides room and board for adult residents and offers assisted living services when needed. This level of licensure was established for boarding homes for the elderly when regulations for assisted living facilities were developed in the early 1990s. In September 2018, the owner came before the Zoning Board of Adjustment with an application for a use variance to expand the facility to 100 beds in their quest to upgrade the status of the property to an assisted living facility. The CPCCH had been owned by an individual who left the facility to his estate. It was the estate that received the approval, and that has subsequently sold the property to another operator, Gayatri Rama Assisted Living Realty-Deptford, LLC. Among the conditions of zoning board approval, which was extended in January 2023, is that the operator must secure a certificate of need in order to license the larger facility, and must guarantee by deed restriction that 10 of the beds are set aside for Medicaid-eligible patients. A deed restriction has been executed but not yet recorded. The Certificate of Need is still pending at the state.

Summary of the Third Round

The Township had proposed to address its 975-unit Third Round obligation by providing 286 units and bonuses from built 100% affordable projects, 129 units and bonuses from proposed 100% affordable housing, 28 units of built and approved inclusionary development, 497 units and bonuses of proposed inclusionary development that will result from redevelopment or rezoning, and 35 units from alternative living arrangements either built, approved or under construction. Since the 2020 Settlement Agreement was executed, changes to two compliance mechanisms –

the Diocese of Camden site, which has reduced its unit yield from 81 to 74, and the DR Horton/NJTD Investments site, which has been approved for 42 affordable units, one more than originally proposed – left the Township with a six-unit shortfall. To address this, the Township has added to its Third Round compliance plan extensions of controls on 50 family affordable rental units at New Sharon Woods, and rearranged some inclusionary credits between the Third and Fourth Rounds, so that it fully satisfies its Third Round obligation.

FOURTH ROUND OBLIGATION

The DATE resolution stipulated to the DCA calculation of a Fourth Round obligation for the Township of 398. The Township will address this obligation with a combination of extended controls on special-needs and age-restricted units, with Court-approved credits moved forward from its Third Round compliance plan, with an expansion of one Third Round proposed inclusionary site, and with 100% affordable rental, for-sale, and special-needs units, along with permissible bonuses.

The formulas in Table 26 apply to the Township's Fourth Round obligation, using the Second Round Rules:

Table 26. Formulas Applicable to the Fourth Round Obligation

Minimum Rental Obligation (N.J.A.C. 5:93-5.15(a)) = 100 Units

$$.25 (\text{Fourth Round Obligation} - 20\% \text{ cap} - 1000\text{-unit cap}) =$$

$$.25 (398 - 0 - 0) = .25(398) = 99.5, \text{ rounded up to } 100 \text{ units.}$$

Maximum Bonuses (N.J.A.C. 5:93-5.15(d)3) = 99 bonuses

$$.25 (\text{Fourth Round Obligation}) = .25 (398) = 99.5, \text{ rounded down to } 99 \text{ bonuses}$$

Maximum Age-Restricted Units (N.J.A.C. 5:93-5.14(a)2) = 119 Units

$$.30 (\text{Fourth Round Obligation} - \text{Fourth Round Bonuses}) =$$

$$.30 (398 - 99) = 119.4 \text{ units, rounded down to } 119 \text{ units.}$$

Minimum Low-Income Units (N.J.A.C. 5:93-3.1(e)1) = 150 Units

$$.50 (\text{Fourth Round Obligation} - \text{Fourth Round Bonuses}) =$$

$$.50 (398 - 99) = 149.5 \text{ units, rounded up to } 150 \text{ units.}$$

Minimum Family Units (N.J.A.C. 5:93-5.14(a)1) = 150 Units

$$.50 (\text{Fourth Round Obligation} - \text{Fourth Round Bonuses}) =$$

$$.50 (398 - 99) = 149.5 \text{ units, rounded up to } 150 \text{ units.}$$

Minimum Family Rental Units (N.J.A.C. 5:93-5.15(d)2) = 50 Units

$$.50 (\text{Minimum Rental Obligation}) = .50 (100) = 50 \text{ units.}$$

Satisfaction of the Fourth Round Obligation

Table 27, Units and Bonuses Addressing the Fourth Round Obligation, shows how the Township, per the mediation agreement with FSHC, agrees to address its Fourth Round obligation of 398, with 306 units and 99 bonus credits.

Table 27. Units and Bonuses Addressing the Fourth Round Obligation

Affordable Housing Mechanism	Family	Rental	Senior	Units	Bonuses	Total Credits
100% Affordable Housing - Proposed						
Hillcrest Avenue	76	76		76	76	152
Habitat for Humanity (scattered sites)	9			9	4	13
Inclusionary Sites –To Be Rezoned/Redeveloped						
Haddonwood Remainder (15 of 40)	15	15		15		15
Miller (18 of 22)	18			18		18
Lakes of Bankbridge (including 30 of 101 from Third Round)	62	10		62		62
Five Points South (Benderson)	33	33		33	7; cap	40
Extensions of Controls – Proposed						
Nancy Elkis Senior Housing		80	80	80		80
Devereux Group Homes (3 homes)		12		12	12	24
33 Dancy Street	1			1		1
Total	217	226	80	306	99	405
Surplus to Fifth Round (405-398)						7

Table 27, above, shows that the Township proposes to meet its 100-unit minimum rental requirement with 226 existing and proposed rental units. It is proposing 186 family rental units, 136 more than the 50 minimum required, 217 total family units against a required minimum of 150, and 80 age-restricted units, below the maximum permitted 119.

Descriptions of the affordable housing developments for the Fourth Round obligation follow.

Fourth Round 100% Affordable Housing – Proposed

Hillcrest Avenue – A fifteen-acre portion of the Township-owned property at Block 398, Lot 13 will be developed with a 76-unit 100% affordable family rental project (*see Hillcrest Redevelopment Plan, Appendix H*). The other portion of this lot south of the proposed development is intended for an expansion of the Deptford Soccer Complex, currently on Block 398, Lot 12.

Since the site was only first identified for 100% family rental housing in June 2025, an experienced affordable housing developer has not yet been selected to apply for tax credit funding, obtain various agreements with the Township, obtain site plan approval, construct, own, and administer this municipally sponsored site. The Township proposes the following expedited process and schedule in order to take advantage of new funding opportunities for 100% municipally sponsored projects where specific municipalities, of which Deptford is one, are given priority for funding:

Activity	Schedule
Issuance of Request for Qualifications to experienced affordable housing developers	Issue by February 23, 2026
Receipt and Evaluation of RFQ's; Developer Interviews	Due March 16, 2026; Interviews through March 27, 2027
Developer Selection; Housing Trust Fund Use Agreement	April 6, 2026 Township Council Meeting
Developer submits and obtains preliminary site plan application	No later than August 5, 2026 Planning Board Meeting
Developer submits tax credit application w/Township supporting documents	Next tax-credit application cycle; schedule allows for September 2026 submission
Tax credit decision/final site plan application and approval	Four to six months from tax credit application
Developer seeks syndication/completes financing/architectural drawings completed	No later than six months from award of tax credits.
Municipality closes on land transfer/Developer closes on Financing	One month from completion of financing
Construction starts	One month from land transfer
Construction completed	10-12 months from construction start

The timetable is typical for low income housing tax credit projects and will incorporate the necessary agreements between the municipality and the chosen developer.

As required in N.J.A.C. 5:93-5.3, affordable housing sites shall be approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.3, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- *There are no preconditions that would prevent affordable housing development.* The Township owns the site, which has no known title defects or deed restrictions that preclude development of affordable housing.

- *The site is adjacent to compatible land uses and has access to appropriate streets.* The proposed new site currently does not have road frontage or access, but Hillcrest Drive would be extended to connect to it, which would provide access to Tanyard Road, a county road. To the east of the new lot are the New Sharon Woods and Village at New Sharon residential developments, both of which are either 100% or inclusionary affordable housing developments in apartment or semi-detached building typologies. To the north is the proposed Deptford Township Municipal Utilities Authority site and facility, as well as Deptford Walk, the D.R. Horton and former NJTD inclusionary housing site presently under construction . To the east are Township soccer fields, which are scheduled for expansion to the south of the site. The site is currently zoned INS – Institutional but will be rezoned RM-3 Residential Multi-Family Residential (*see Appendix H*).
- *Adequate sewer and water are available.* The site is located in the Township’s sewer service area and a public water area. Water and sewer have been installed in Hillcrest Drive. The Township is in the process of securing confirmation that the existing water and sewer conveyance systems can accommodate the additional units from this site and be extended to the new development. If not, the Township will enlarge the utilities from Tanyard Road to accommodate the anticipated development.
- *The site can be developed in accordance with RSIS.* Development of the site can be accomplished consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq. The site is not within jurisdiction of a regional planning agency or CAFRA.
- *The site is located in a Smart Growth Planning Area.* The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The site will comply with all applicable environmental regulations.* The site is not in a floodplain, and there are no steep slopes or known contaminated sites on it. In the southwest portion of the site are two patches of wetlands, but these are not expected to hinder the development of affordable housing.

In addition to site suitability, the developer of the redevelopment project will be required to meet the applicable requirements of UHAC:

- *Administrative Entity.* The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the tract, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.

- *Very Low-, Low- and Moderate-Income Distribution.* At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing.* The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Controls on Affordability.* In accordance with the amended FHA, the affordable rental units will be required to minimum 40-year affordability controls.
- *Bedroom Distribution.* The distribution of the number of bedrooms will follow UHAC regulations.

In accordance with N.J.A.C. 5:93-5.5, municipally sponsored construction must also adhere to the following:

- The municipality shall submit detailed information demonstrating that it has adequate funding capabilities. The documentation shall include:
 - A pro-forma statement for the project; and
 - Evidence that the municipality has adequate and stable funding. If State or Federal funds will be used, the municipality must provide documentation indicating the funding available to the municipality and any applications still pending. In the case where an application for outside funding is still pending, the municipality must provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved; and
- A construction schedule, or timetable, must be submitted for each step in the development process, including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The municipality must indicate the entity responsible for monitoring the construction and overall development activity.

Included in Appendix H is a proforma utilizing the new DCA funding program called the State Tax Credit Subsidy Program which only necessitates the land donation and utility infrastructure extension to the site. The proforma also indicates an overall completion time of 32 months within which the more specific schedule in the table above may be placed.

In the spending plan, Deptford has allocated affordable housing trust funds to help subsidize the project for infrastructure improvements, if necessary, and will adopt a resolution of intent to fund (*see* Appendix N) as required by state administrative rules to ensure the project's financial viability. See Appendix H for a concept plan for the development.

Habitat for Humanity – In 2023, Habitat for Humanity of Gloucester County approached the Township about acquiring various parcels that the municipality owned at the time, for the purpose of constructing new affordable family for-sale units.

Habitat reviewed several parcels, and finally indicated interest in constructing nine affordable family for-sale units on the following six parcels:

- 706 Central Avenue (Block 449, Lot 13), 0.34 acres, zoned R-6. The Township discovered encroachments on this lot by the adjacent homeowner. To resolve this issue, the Township obtained a minor subdivision from the Planning Board on August 8, 2025, which was memorialized by resolution on September 3, 2025, to place all of the encroachments on the lot with the adjacent homeowner since there was adequate land on the remaining lot to construct a house under the R-6 zoning regulations. Habitat intends to construct one single-family home on this lot.
- 622 Washington Avenue (Block 319, Lot 15), 0.26 acres, zoned R-6. There is currently a single-family house on the lot, which Habitat intends to demolish, because of its structural condition. Habitat intends to construct one single-family home on this lot.
- Cunard Avenue (Block 231, Lot 6), 0.2 acres newly subdivided from Lot 4, zoned R-10A. Habitat intends to construct one single-family home on this lot.
- 629, 633 and 637 Carteret Avenue (Block 41, Lots 4, 5 and 13); 0.93 acres, zoned R-6. The Township intends to consolidate and resubdivide these lots for six, fee-simple, semi-detached single-family houses.

The Township currently owns all the lots except for the newly created lot on Cunard Avenue, which is being donated to Habitat by its current owner. All but one of the lots are vacant, and all are located in single-family neighborhoods in zones that permit single-family and semi-detached single-family residential development for affordable housing purposes. They are all within the Township's sewer service area, and are not encumbered by any wetlands or environmental contamination. All the lots are in state Planning Area 1 (PA-1), the Metropolitan Planning Area, where infrastructure already exists and where infill redevelopment, including production of affordable housing, is encouraged.

Habitat intends to construct a total of nine affordable family for-sale units on these six lots. The Township is donating five of the lots and when resubdivided, eight lot, and the current owner is donating the newly subdivided lot on Cunard Avenue. The Township has executed an agreement and is awaiting Habitat's execution for the transfer of 706 Central Avenue and 622 Washington Avenue to them and has three years to complete them. Within 18 months the Township will proceed with the subdivision plan for the Carteret Avenue lots and enter into a similar agreement with Habitat for the remaining six units to be completed during the Fourth Round.

Habitat has informed the municipality that its donation of the land is sufficient support for these projects and that other funding for construction is available to them. Habitat will place affordability controls of at least 30 years on the units per the agreement, will affirmatively market the affordable ownership opportunity according to its procedures, which have previously been approved by the Court, and will income-qualify the initial purchasers. Though the dwellings Thereafter, the Township's Administrative Agent

will administer the units. See Appendix I for the resolution authorizing the execution on an agreement with Habitat for Humanity and a partially executed agreement for the transfer of the first two lots to the organization.

Fourth Round Inclusionary Developments – Proposed

The Township is proposing inclusionary development on the sites listed below.

Haddonwood – Please see discussion of this site under Third Round Compliance. The owner of Block 203; Lots 8, 9, 12, and 21, Deptford Shopping Center, LLC (“DSC”) - also the owner of Lots 10 and 11 in the Third Round - approached the municipality prior to the adoption of the Fourth Round HEFSP concerning several development schemes for the entirety of their tract, but from the municipality’s perspective, did not provide an adequate number of affordable housing units. These issues could not be resolved before Deptford was required to submit the HEFSP at the end of June 2025. Consequently, the DSC challenged the HEFSP and during the fall of 2025 entered into mediation with the municipality. An agreement in principal has been reached that is reflected in this amended HEFSP and the revised zoning district that applies to the tract. The zoning permits the proposed 266 total housing units with a 15% setaside for a rental development of townhouses and townhouse over flat for 40 affordable units, but also preserves the ability to construct pad sites along the frontage of Rt. 41, a commercial corridor in Deptford, in front of the residential property. The agreement also contemplates that the municipality will consider whether the land qualifies as an area in need of redevelopment and consider a redevelopment plan and agreement that would allow all of the specific tools of the Local Redevelopment and Housing Law to be used (excepting condemnation) to effectuate the development of the site, which has been vacant for two decades after the demolition of the Haddonwood Swim Club. See Appendix F for the rezoning ordinance and concept plan.)

As required in N.J.A.C. 5:93-5.3, affordable housing sites must be approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.3, for the production of low- and moderate-income housing. As demonstrated below, these lots meets these criteria.

- *There are no preconditions that would prevent affordable housing development.* The lots are all in common ownership, and there are no known title defects or deed restrictions that preclude development of affordable housing.
- *The site is adjacent to compatible land uses and has access to appropriate streets.* Lot 10 has 300 feet of frontage on the east side of Hurffville Road. Land to the north is occupied by the U.S. Post Office and a small one-story industrial building with frontage on Dein Avenue. In front of Lots 10 and 11 on Hurffville Road is a small closed gas station, and across Hurffville Road to the west is a residential development, beer distributor, a historic church cemetery, a truck sales facility and Home Depot. To the east, along the Township/County line, is the South Branch of Big Timber Creek. Land uses on the opposite side in Runnemede are residential and in Gloucester Township, industrial, but more than 700 feet distant across the

tidal creek. To the south are small scale retail businesses. It is near to the Township's retail shopping areas, centered on the Deptford Mall, that provide job opportunities.

- *Adequate sewer and water is available.* The site is within the Township's sewer service area. Water and sanitary sewer service is directly located in front of the property for service to the site.
- *The site can be developed in accordance with RSIS.* Development of the site can be accomplished consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq. The site is not within jurisdiction of a regional planning agency or CAFRA.
- *The site is located in a Smart Growth Planning Area.* The adopted 2025 State Development and Redevelopment Plan designates the site as part of the Metropolitan Planning Area, Planning Area 1, which is a preferred location for the development of new affordable housing. Development of the site is consistent with the State Development and Redevelopment Plan and the rules and regulations of all agencies with jurisdiction over the site.
- *The site will comply with all applicable environmental regulations.* The site will comply with all applicable environmental regulations. There are no known contaminated sites on the parcel. A portion of rear of property, to the east near Township line, is wetlands associated with the South Branch of Big Timber Creek. These constraints are not expected to hinder the development of affordable housing.

In addition to site suitability, the developer of the redevelopment project will be required to meet the applicable requirements of UHAC:

- *Administrative Entity.* The Township will require that the residential developer engage an administrative agent, as required by the affordable housing ordinance as well as state regulation, to administer and affirmatively market the units at the tract, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Very Low-, Low- and Moderate-Income Distribution.* At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- *Affirmative Marketing.* The affordable units will be affirmatively marketed in accordance with N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et seq.
- *Controls on Affordability.* In accordance with the amended FHA, the affordable rental units will be required to minimum 40-year affordability controls.
- *Bedroom Distribution.* The distribution of the number of bedrooms will follow UHAC regulations.

Miller – Please see discussion of this site under Third Round Compliance. The Township is moving 18 units from its Third Round compliance plan to its Fourth Round Compliance Plan.

Lakes of Bankbridge – Please see discussion of this site under Third Round Compliance. The Township is moving 30 units from its Third Round compliance plan to its Fourth Round compliance plan. In addition, the Township intends amend the zoning for this site to increase the permitted density to seven units per acre, in order to generate an additional 140 total units. The submitted concept plan indicates these will be rental units, which will yield 30 additional affordable units at a 15% set-aside. See Appendix G for the draft zoning ordinance.

Five Points South (Benderson) – Please see discussion of this site under Third Round Compliance. The Township is claiming 33 of the 115 proposed affordable units at this site toward Fourth Round compliance.

Fourth Round Extensions of Controls

Nancy J. Elkis Senior Housing – Please see discussion of this site under Third Round compliance. These 80 age-restricted units, originally funded by Low Income Housing Tax Credits, had 30-year affordability controls imposed in 1997. The project is operated by the Housing Authority of Gloucester County (“HAGC”), which has indicated to the Township that it is interested in continuing to administer the units as affordable. The Township intends to execute an agreement with HAGC that will require the Township to provide at least \$12,000 per unit, or a total of at least \$960,000, in affordable housing trust funds to the Authority to rehabilitate the units and impose a new deed restriction of 30 years to 2057, for a total compliance period of 60 years. The Township will ensure that the units will be rehabilitated up to code and issue appropriate certificates of occupancy to track the units for both building code and unit monitoring compliance. See Appendix J.

Devereux Foundation – Please see the discussion of these three special-needs facilities under Third Round Compliance. The 20-year deed restrictions on these properties expire in 2027 and 2028. The Township intends to execute an agreement with Devereux Foundation to extend controls on the properties for an additional 40 years, for a total control period of 60 years, in return for at least \$40,000 per bedroom, or at least \$480,000, from the Township’s affordable housing trust fund to be used for major maintenance and to correct any code deficiencies at the facilities. There are four bedrooms in each facility (credit is by the bedroom), affording the Township 12 credits and 12 bonuses for creation of special-needs units, for a total of 24 credits. The Township will shortly engage with the Foundation to enter into an agreement to extend the controls. All three facilities will receive appropriate certificates of occupancy once the rehabilitation work has been completed and the new deed restrictions have been recorded.

33 Dancy Street – In late 2024 the Township purchased this affordable family for-sale unit (Block 396, lot 32), part of the inclusionary Village at New Sharon development, out of foreclosure. The Township has completed all required repairs, and is currently affirmatively marketing the unit, which it will sell to an income-qualified buyer with new 30-year affordability controls. A copy of the recorded deed restriction and the affirmative marketing plan for the unit are available in Appendix J.

See Appendix J for all Fourth Round extensions of controls documentation.

Summary of the Fourth Round

The Township will address its Fourth Round obligation of 398 with a combination of inclusionary and 100% affordable rental and for-sale developments, and extensions of controls on special-needs facilities and age-restricted affordable units.

VERY LOW-INCOME REQUIREMENT

At least 13% of all units approved and constructed since 2008, regardless of the round to which they are credited, must be very low-income units, affordable to households earning 30% or less of regional median income. As set forth in Tables 28 and 29, the Township must provide 96 very low-income units. It satisfies this requirement 132 provided or proposed units.

Additionally, per P.L. 2024 c.2, half of all very low-income units claimed toward satisfaction of the Township's Fourth Round obligation must be available to "families with children."

Table 28. Calculation of the Very Low-Income Requirement

Minimum Very Low-Income Units (P. L. 2008, Ch. 46) = 96 Units

.13 (All units built, approved or proposed since 7/1/2008) =
.13 (735) = 95.55 units, rounded up to 96 units.

Minimum Very Low-Income Family Units (P. L. 2008, Ch. 46) = 48 Units

.5 (Minimum Very Low-Income Units) =
.5 (96) = 48 units.

Minimum Fourth Round Very Low-Income Units Available to Families With Children (P. L. 2024, c2) = 18 Units

.5 (Minimum Fourth Round Very Low-Income Units) =
.5 (36) = 18 units.

As Table 29 shows, the Township satisfies its overall very low-income requirement of 105 units with 150 total very low-income units, of which 87 are available to families, well above the 53-unit family very low-income requirement. For new units generated in the Fourth Round, there is a requirement that at least 50% of the very low-income

Township of Deptford
Revised Housing Element and Fair Share Plan

February 4, 2026

units be available to “families with children.” Table 29 assumes that half of the family very low-income units generated in the Fourth Round will have two or more bedrooms, thus satisfying this requirement.

Table 29. Satisfaction of the Very Low-Income Requirement

Project	Type	Affordable Units Since 2008	Very Low-Income Units Required	Very Low-Income Units Provided/Proposed
Tanyard Oaks	Family	65	8.45	7
Habitat for Humanity	Family	2	0.26	0
Deptford Landing	Family	3	0.39	0
JAS Homes/Tarpy Lane	Family	4	0.52	0
Community Options	Special-Needs	4	0.52	4
The ARC Gloucester	Special-Needs	5	0.65	5
Residences at South College Drive	Special-Needs	24	3.12	24
DR Horton/NJTD Investments	Family	42	5.46	6
Rizzuto	Age-Restricted	12	1.56	0
Twin Cedars	Age-Restricted	10	1.3	10
Diocese of Camden Housing	Age-Restricted	74	9.62	10
Deptford 15 LLC	Family	27	3.51	4
Haddonwood Remainder (3 rd Round)	Family	25	3.25	4
Haddonwood Remainder (4 th Round)	Family	15	1.95	2
Miller (3 rd Round)	Family	4	0.52	1
Miller (4 th Round)	Family	18	2.34	3
Local 360 United F&C	Family	9	1.17	0
P&I Investments	Family	18	2.34	3
Five Points South (3 rd Round)	Family	82	10.66	11
Five Points South (4 th Round)	Family	33	4.29	5
Lakes of Bankbridge (3 rd Round)	Family	71	9.23	10
Lakes of Bankbridge (4 th Round)	Family	62	8.06	8

Project	Type	Affordable Units Since 2008	Very Low-Income Units Required	Very Low-Income Units Provided/Proposed
Deptwood Center	Age-Restricted	38	4.94	5
Hillcrest Avenue	Family	76	9.88	10
Habitat for Humanity	Family	9	1.17	0
Total		735	95.16	132
Required family very low-income units: 50% of very low-income requirement			48 very low-income family units required	74
Required very low-income units available to "families with children:" 50% of all Fourth Round very low-income units			28 total Fourth Round very low-income units; 50%, or 14, must be available to families with children	23 with at least 2 bedrooms

AFFORDABLE HOUSING ADMINISTRATION

Administration of Affordable Units

Affordable Housing Ordinance

Deptford has adopted an Affordable Housing Ordinance, Article XII, Affordable Housing, of the Unified Development Ordinance, establishing procedures for the renting and sale of affordable units and the imposition of affordability controls that references the standards of the Uniform Housing Affordability Controls (hereinafter "UHAC") at N.J.A.C. 5:80-26.1, revised per the recently enacted rules promulgated by the NJ Housing Mortgage and Finance Agency. The municipality's Affordable Housing Ordinance governs the establishment of affordable units in the Township as well as regulating the occupancy of such units in accordance with these requirements. A copy of the revised ordinance may be found in Appendix K.

The Affordable Housing Article includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing. All newly created affordable units are required to comply with the control period of 30 years for for-sale units and 40 years for rental units 40-year affordability controls per the revised Fair Housing Act. This plan is required to be adhered to by all private, non-profit or municipal developers of affordable housing units and is required to cover the period of deed restriction or affordability controls on each affordable unit, as necessary.

As noted, the New Jersey Housing and Mortgage Finance Agency (HMFA) and also DCA, have recently adopted new regulations that change some of the underpinnings of Article XII. The Township has prepared an updated ordinance in accordance with COAH's rules, DCA's new regulations at N.J.A.C. 5:99, and UHAC's new 2025 regulations to be adopted prior to March 15, 2026. The revisions will govern the establishment of affordable units in the Township as well as regulating the occupancy of such units.

Development Fee Ordinance

Deptford revised its development fee ordinance for the collection of development impact fees as part of its Third Round submissions to the Court, which is also found in Article XII. The Township will revise this section of its Unified Development Ordinance, §113, prior to March 15, 2026. The funds from the collection of fees will be utilized as provided for in the Spending Plan. The Township seeks Court approval for this updated version of the Development Fee Ordinance, which will be submitted upon adoption.

Affirmative Marketing

The Township has also adopted an affirmative marketing plan that may be found in Appendix L. This includes requirements for the affirmative marketing of the availability of affordable housing units in the tri-county region and beyond. Each affirmative marketing plan is reviewed and approved by a Township representative and is required to be 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. Additionally, the affirmative marketing plan is intended to target those potentially eligible households who are least likely to apply for affordable units and who reside in Housing Region 5.

Deptford currently has a Court-approved Affirmative Marketing Plan (Appendix L). DCA and HMFA have recently finalized their rules, so the Township will prepare an updated Affirmative Marketing Plan in accordance with DCA's new regulations at N.J.A.C. 5:99, UHAC's new 2025 regulations, any remaining relevant COAH rules not superseded by either the 2025 DCA regulations or the 2025 revised UHAC rules, as well as to address any terms of the FSHC Mediation Agreement once a model marketing ordinance has been issued by the appropriate state agency.

Regardless, the Township's Affirmative Marketing Plan is designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children, to the affordable units located in the Township. It is intended to target those potentially eligible households who are least likely to apply for affordable units and who reside in the Township's housing region, Region 5, consisting of Burlington, Camden, and Gloucester counties.

The costs of implementing the affirmative marketing plan (i.e., the costs of advertising the affordable units) will be the responsibilities of the developers of the affordable units. This requirement is included in the Affordable Housing Ordinance and is routinely a requirement of compliance before construction may commence.

The Affirmative Marketing Plan includes media that must be employed to advertise the availability of affordable units, 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.

Municipal Housing Liaison, Administrative Agent

The Township has established the position of the Municipal Housing Liaison and has appointed Donald Banks in the Township's Department of Economic Development as Municipal Housing Liaison (see Appendix M). The Township has also appointed an experienced affordable housing Administrative Agent, Triad Associates, to conduct the administration and affirmative marketing of its affordable housing sites (see Appendix M).

Monitoring, Midpoint Review

In accordance with the requirements of N.J.S.A. 52:27D-329.2 and -329.4 as amended by P.L. 2024 c.2, by February 15 of each year of the Fourth Round, the Township will provide a detailed accounting through DCA's new Affordable Housing Monitoring System (AHMS) of all affordable units constructed and construction starts during the prior calendar year, and of all residential and non-residential fees collected, interest earned, and other income collected and deposited into the Township's affordable housing trust fund during the prior calendar year. The Township will also provide a detailed accounting in AHMS of all expenditures of affordable housing trust funds during the prior calendar year, including purposes and amounts, and documentation of the balance remaining in the affordable housing trust fund as of December 31 of that year.

The Township or any other interested party may file an action through the Program seeking a realistic opportunity review at the midpoint of the Fourth Round, and must provide for notice to the public, including a realistic opportunity review of any inclusionary development site in this HEFSP that has not received preliminary site plan approval prior to the midpoint of the 10-year round. If such an action is initiated by the Township, the Township may propose one or more alternative sites with an accompanying development plan or plans that provide a realistic opportunity for the same number of affordable units and are otherwise in compliance with the FHA and the *Mount Laurel* doctrine.

AFFORDABLE HOUSING TRUST FUND AND SPENDING PLAN**Affordable Housing Trust Fund**

As of December 31, 2024, the Township of Deptford has collected \$3,792,769.17, expended \$1,275,211.74, and had a trust fund balance of \$2,517,557.43. Accumulated interest income as of December 31, 2024, was \$246,165.59 and is included in the gross revenue, above. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees have been and continue to be deposited in a separate interest-bearing affordable housing trust fund in Columbia Bank for the purposes of affordable housing. The balance will be updated regularly to reflect deposits and will be reported to the appropriate state entity through the AHMS system and posted on the Township's website.

Spending Plan

Pursuant to the FSHC Mediation Agreement, the Township has prepared an updated Spending Plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance with N.J.A.C. 5:93-5.1(c). The Township's amended Spending Plan is included as Appendix N to this plan. Deptford seeks approval from the Court for the Spending Plan. All collected revenues are placed in the Township's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Spending Plan. In general, the Township anticipates using the funds for rehabilitation of substandard units in the Township, extension of expiring controls efforts, and municipal contributions to a 100% affordable project. The Township may, in the future, seek to amend its Spending Plan and obtain the approval of a Court of competent jurisdiction to use the Affordable Housing Trust Fund for any of the following additional permitted affordable housing activities, subject to applicable limitations and minimum expenditures:

- New construction;
- Rehabilitation of structurally deficient housing units;
- Extensions of affordability controls on units for which affordability controls have expired or are scheduled to expire during the Third Round;
- Purchase of land for low- and moderate-income housing;
- Improvement of land to be used for low- and moderate-income housing;
- Extensions and/or improvements of roads and infrastructure to low- and moderate-income housing sites;
- Assistance designed to render units to be more affordable; and
- Administration of the implementation of the Housing Element and Fair Share Plan.

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

COST GENERATION

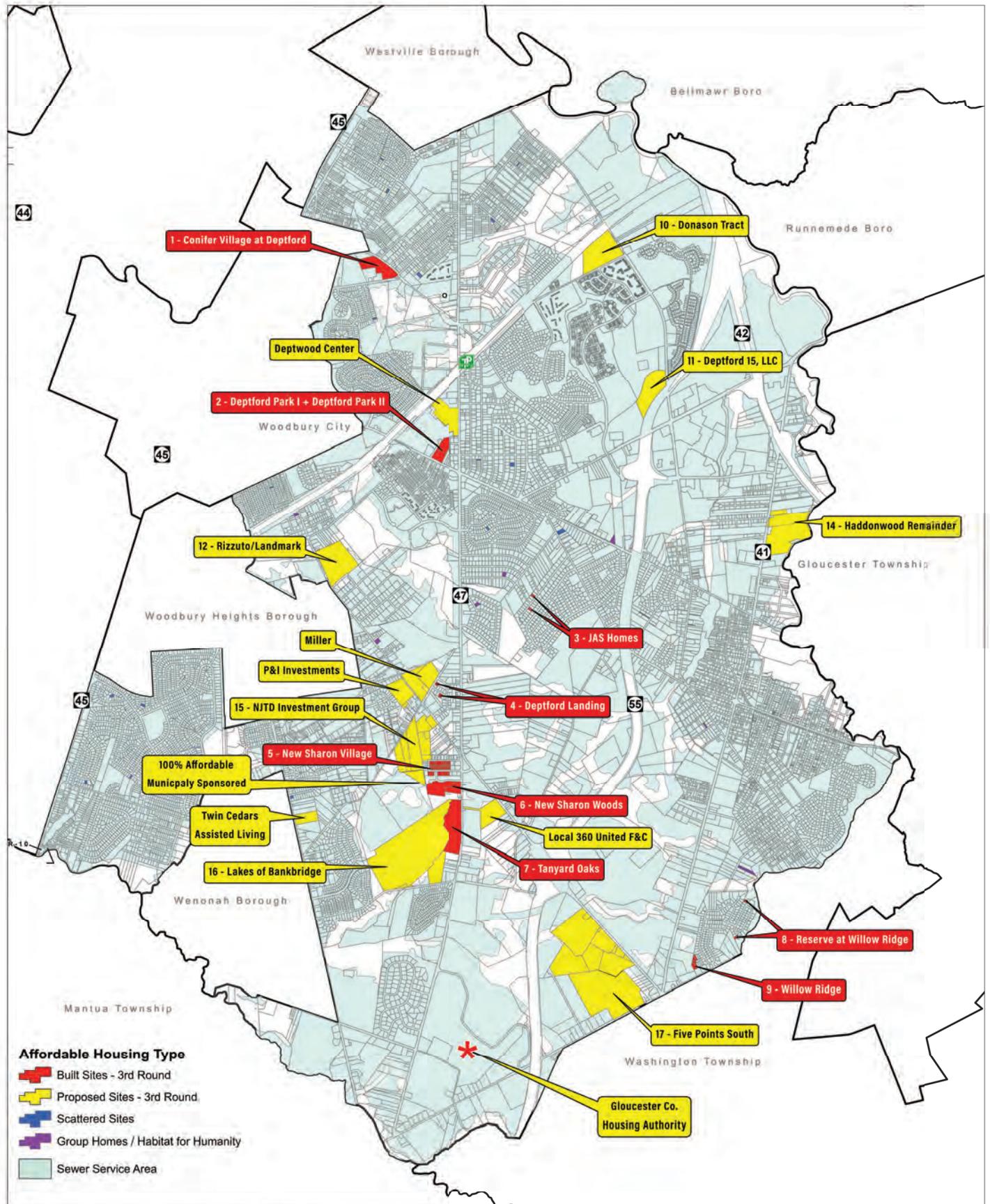
Deptford's zoning ordinance has been reviewed to eliminate unnecessary cost-generating standards. Deptford shall comply with the requirements for removing unnecessary cost-generating requirements as expressed in N.J.A.C. 5:93-10.2 and requirements for special studies and escrow accounts when an application contains affordable housing pursuant to N.J.A.C. 5:93-10.3.

SUMMARY

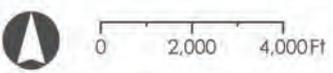
Deptford Township has demonstrated a long history of compliance with the constitutional obligations of the Mount Laurel Doctrine and the Fair Housing Act. The municipality has never failed to apply for substantive certification of its Housing Element and Fair Share plans and has been granted such certifications when the New Jersey Council on Affordable Housing was a viable agency, except where the Courts invalidated the applicable regulations before COAH could certify the plans.

This document, the Township's amended Fourth Round Housing Element and Fair Share Plan, sets forth the mechanisms by which the municipality will address its rehabilitation and new construction obligations.

W:\5000's\Deptford\5580.02 Aff Hsg\2026 HEFSP\Deptford Housing Plan Adopted 2.4.26.docx



- Affordable Housing Type**
- Built Sites - 3rd Round
 - Proposed Sites - 3rd Round
 - Scattered Sites
 - Group Homes / Habitat for Humanity
 - Sewer Service Area



Clarke Caton Hintz ● ● ●
 Architecture
 Planning
 Landscape Architecture

Housing Element and Fair Share Plan
**Affordable Housing Sites
 3rd & 4th Round**

LOCATION:
 Deptford Township, Gloucester County, NJ

DATE:
 June 2025



A. THIRD ROUND SETTLEMENT AGREEMENT, FAIRNESS ORDER, JUDGMENT OF REPOSE



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

October 13, 2020

Albert Marmero, Esq.
 Grace Marmero & Associates, LLP
 44 Euclid Street
 Woodbury, New Jersey 08096

Re: In the Matter of the Application of the Township of Deptford, County of Gloucester, Docket No. GLO-L-0929-15

Dear Mr. Marmero:

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

Background

Deptford filed the above-captioned matter on July 6, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households. This Agreement supersedes all prior settlement agreements between the parties.

Settlement terms

The Township and FSHC hereby agree to the following terms:

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

Table 1. Deptford Affordable Housing Obligations

Rehabilitation Share (per Kinsey Report ¹)	94
Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93</u>)	296
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	975

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. Rehabilitation. The Township's efforts to meet its present need include the following: forty-one existing (41) units through County owner-occupied rehabilitation program and forty-seven (47) rental units at Deptford Park Apartments (aka Cooper Street Senior Apartments). Preliminary information from Gloucester County indicates that approximately thirty-two (32) units have been rehabilitated by the County in Deptford since April 1, 2010; the remaining number shall be addressed through the County rehabilitation program through July 1, 2025. A water main break in 2015 rendered 47 units at Deptford Park Apartments uninhabitable. These were subsequently renovated at a cost of \$2,476,739, or \$52,697 per unit (hard cost). All of the units were renovated in 2015.

The Gloucester County owner-occupied rehabilitation program has historically rehabilitated four units in Deptford Township annually. Therefore, it can be reasonably expected that the program will rehabilitate an additional fifteen (15) units during the Third Round compliance period, sufficient to satisfy the Township's present need obligation of ninety-four (94) units.

6. Prior Round. As noted above, the Township has a Prior Round prospective need of two hundred ninety-six (296) units, which is met through the following compliance mechanisms:

Table 2. Credits for the Prior Round Obligation

Prior Round Obligation (296)	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
100% Affordable (built)						
New Sharon Woods	50	50		50		50
Deptford Park (74 of 99)		74	74	74		74
Housing Authority of Gloucester County (scattered sites; 2 of 19)	2	2		2		2
Village at New Sharon	22			22		22
Conifer Village at Deptford – 74 of 90	74	74		74	74	148
Total	148	200	74	222	74	296

¹ - David N. Kinsey, PhD, PP, FAICP, New Jersey Low And Moderate Income Housing Obligations For 1999-2025 Calculated Using The NJ COAH Prior Round (1987-1999) Methodology, May 2016.

7. Prospective Need. As noted above, the Township has a Third Round prospective need of nine-hundred-and-seventy-five (975) units, which is met through the following compliance mechanisms:

Table 3. Credits for the Third Round Obligation

Affordable Housing Mechanism	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
100% Affordable Housing - Built						
Deptford Park – 25 of 99		25	25	25		25
Nancy J. Elkis Senior Housing (formerly Deptford Park II)		80	80	80		80
Housing Authority of Gloucester County (scattered sites-17 of 19)	17	17		17		17
Conifer Village (LIHTC; 16 of 90)	16	16		16	16	32
Tanyard Oaks (LIHTC)	65	65		65	65	130
Habitat for Humanity	2			2		2
100% Affordable Housing - Proposed						
HAGC/Rowan College (special needs)	24	24		24	24	48
Donason Tract		81	81	81		81
Inclusionary Sites - Built						
Deptford Landing	4			4		4
Willow Ridge	4			4		4
Reserve at Willow Ridge	2			2		2
JAS Homes (Tarpy Lane)	4			4		4
Inclusionary Site – Approved						
Rizzuto			14	14		14
Inclusionary Sites To Be Rezoned/Redeveloped						
Deptford 15, LLC	27	27		27		27
Miller	22			22		22
Haddonwood Remainder	25	25		25		25
NJTD Investment Group	41			41		41
Local 360 United F&C	9			9		9
Lakes of Bankbridge	101	57		101	57	158
P&I Associates	18			18		18
Five Points South (Benderson)	115	115		115	82	197
Alternative Living Arrangements						
Devereux Group Homes (3 units)		13		13		13
Community Options (1 unit)		4		4		4

Affordable Housing Mechanism	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
ARC Gloucester (1 existing unit)		3		3		3
ARC Gloucester (1 under const.)		5		5		5
Twin Cedars Assisted Living		10	10	10		10
Total	496	567	210	731	244	975

8. The Township will provide a realistic opportunity for the development of affordable housing through the adoption of zoning or redevelopment plan for inclusionary housing on the following sites: Rizzuto; Deptford 15, LLC; Miller; Haddonwood Remainder (Deptford Shopping Center, LLC); NJTD Investment Group; Local 360 United, F&C; Lakes of Bankbridge (Glouco Development Group), P&I Associates and Five Points South (Benderson).
- a. Rizzuto – This is a 23.4-acre parcel at the corner of Tanyard Road and Ayres Avenue (Block 84, lot 1). The project has a preliminary major subdivision approval for 67 age-restricted units of which 14 would be single family semi-detached affordable age-restricted dwellings.
 - b. Deptford 15, LLC: Almonesson Road – Block 5.01, Lot 13.02 (15.04 acres). At 12 units per acre gross would yield 180 units and 27 affordable units (15% rental setaside); if the site is developed as for-sale housing, the set-aside would be 20%, or 36 affordable units.
 - c. Miller – The four lots at Block 86, Lots 4, 5, 15 and 27 comprise a 17.99-acre parcel on the north corner of the intersection of Tanyard Road and Cattell Road. There is one residence on the underutilized property. The Township will rezone the site to provide a realistic opportunity for the development of 152 residential for-sale units at eight and two-tenths units per acre to yield 22 units with a 15% rental setaside and 31 units at a 20% setaside for for-sale townhouses.
 - d. Haddonwood Remainder: This is the site of the former Haddonwood Swim Club, currently vacant, totaling 15.2 acres on the east side of Hurffville Road south of where it crosses Route 42 (Block 203, Lot 10, 9.95 acres, and approximately 5.25 acres from Lot 11). It is currently zoned BC-4, Business Center 4. In accordance with the terms of the Settlement Agreement, the Township will rezone the site to provide a realistic opportunity for the development of affordable housing. Since the land area is approximate and an exact measurement will require a parcel survey, the Township will rezone the property equal to the density of the Deptford 15, LLC (a gross density of 12 units per acre), to ensure that the minimum number of affordable units can be achieved. With a total of at least 166 units that can be developed on the site, the required 15% set-aside for rental development would create, 25 affordable units; if the site is developed as for-sale housing, the set-aside would be 20%, or 34 affordable units.

- e. NJTD Investment Group: Cattell and Tanyard Roads –Block 398, Lots 14-16, 17.01, 18, 35 and 50 (32.27 acres). At 8.5 units per gross acre, the property yield would be 274 units of which 41 would be affordable family rental townhouse at a 15% set-aside and 55 units with a 20% for-sale setaside.
- f. Local 360 United F&C – This 10-acre property is located at 1920 Delsea Drive, Block 397, Lot 3. The Township will rezone the site to provide a realistic opportunity for the development of 60 residential units (a gross density of six units per acre), with a for-sale required set-aside of 20%, for a total of 13 affordable townhouse units; or 60 residential rental units with 9 affordable units (15% rental set-aside).
- g. Lakes of Bankbridge - Bankbridge Road – Block 398, Lots 31-33 and 52 (99.2 acres). At 6 units per gross acre, would allow 504 units. The Township will rezone the site to provide for the development of a total of 504 residential units (up to a gross density of six units per acre), with a required set-aside of 20% regardless of whether the affordable units are rentals or for-sale, for a total of 101 affordable units. In addition to accommodating the 504 units of the site, 18 more affordable units from the 90 units anticipated at the P&I Investment site (below) are proposed to be transferred to the Lakes of Bankbridge site in the form of stacked townhouses. The site will provide at least 57 rental bonus credits. 288 multi-family rental dwellings (including the rental affordables), 86 market-rate townhouses, 22 affordable townhouses, 40 affordable stacked townhouses (one unit over another) plus 18 additional stacked townhouses from the P&I Associates site are proposed. Additionally, the site will have 86 single-family detached houses on minimum 7,800-square-foot lots that will be market-rate dwellings. This is one of the intervenor sites. The Township and Glouco Approvals Group have entered into an agreement that provides a firm commitment for the construction of at least 57 family rental units on this site which shall be amended prior to the fairness hearing to address how a realistic opportunity will be provided for the 18 affordable units from the P&I site.
- h. P&I Associates - This site, slightly more than 10 acres in size comprising Lots 31 and 40 of Block 407, is directly across Tanyard Road from the Miller site. This site is owned by an affiliate of Glouco Approvals Group. Consequently, the MOU for the Lakes of Bankbridge site also encompasses this property. The site will be developed with 72 for-sale market rate townhouses. Its affordable housing obligation of 18 units will be transferred to the Lakes of Bankbridge property and will most likely be developed as stacked townhouses on that property. The 18 units transferred from the P&I tract to Lakes of Bankbridge shall not be developed later than the phasing requirements, pursuant to N.J.A.C. 5:93-5.6(d), for the development of the market rate units remaining on the P&I tract.
- i. Five Points South (Benderson) - The Five Points South Redevelopment Area encompasses Block 387.01, Lot 70 and Block 417.01, Lots 3-9 and 11, for a total of approximately 198 acres. This is governed by the Five Points Redevelopment Plan which requires any development to include 575 units of which 115 units, a 20% set aside will be family rental dwellings. The Township and Benderson shall

prior to the fairness hearing enter into an agreement that provides a firm commitment for the construction of family rental units on this site.

9. The Township will provide a realistic opportunity for the development of 100% affordable housing in a combination of special needs, alternate living arrangements and municipally sponsored senior units that will be developed or created through means other than inclusionary zoning in the following ways:
 - a. ARC of Gloucester. This project is the development of a medical group home of five (5) bedrooms for the developmentally disabled. The group home will be created through the rehabilitation of 1460 Cooper Street by Integrity Building Group, LLC, in fulfillment of an affordable housing obligation incurred by the developer. The medical group home will be operated by The ARC Gloucester, a proven provider of such services. The ARC Gloucester has received an operating funds commitment from the NJ Division of Developmental Disabilities. The rehabilitation is underway and occupancy is anticipated to occur by the end of 2020.
 - b. HAGC/Rowan College Project – The Township has entered into a four-way Memorandum of Understanding with Gloucester County, the Housing Authority of Gloucester County (“HAGC”), and Rowan College, that commits HAGC to build 24 special needs units on community college-owned land at the Rowan College of South Jersey campus (Block 417, part of Lot 1). The southern portion of the tract, comprising 43.78 acres, has been designated an area in need of redevelopment, and the units are contemplated for the central part of that area. A redevelopment plan providing for the 24 special needs units will be adopted as part of the compliance process as set forth in paragraph 18.
 - c. Donason Tract. The Donason Tract program is a 100% municipally sponsored project of 81 senior units located at Block 4.01, Lot 1 at the intersection of Caulfield Avenue and Almonesson Road. The Township will adopt a redevelopment plan and issue an RFP for an affordable housing developer in accordance with the schedule in Paragraph 11.
10. Donason Tract and Housing Authority of Gloucester County Project Funding. In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for these two non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation through anticipated funds to be generated from non-residential and residential development not incorporating affordable units as spelled out in the municipality’s spending plan as required in Paragraph 18 of this agreement and by the passage of a resolution of intent to bond in the event of a shortfall in funding of the means to implement its HE&FSP in the event that other outside agency funding including tax credits is not available on the anticipated timeline. This applies to the Donason Tract. For the HAGC/Rowan College Project, the MOU between Rowan College of South Jersey, the County of Gloucester, Housing Authority of Gloucester County and the Township provides that the County of Gloucester or one of its

affiliated agencies, such as the Gloucester County Improvement Authority shall provide the financial wherewithal should the project fail to secure outside funding. The Township has provided a pro-forma as part of its adopted HE&FSP. A pro-forma for the Rowan College Project shall be as set forth in Table 4.

11. Donason Tract and Rowan College Project Schedules. In accordance with N.J.A.C. 5:93-5.5 for non-inclusionary developments the following schedule in Table 4 shall apply to the municipally-owned Donason Tract and Table 5 shall apply to the Rowan College Project, dating from the Order approving this settlement agreement:

Table 4. Donason Tract Schedule for Completion

Activity	Schedule
Issue Request for Proposal for the Development	Within 2 months of order approving fairness of settlement
Receive RFPs from Developers including pro forma to be included with final compliance submission	1 month from RFP Release
Evaluate and Select Developer	1 month from Receipt of RFPs
Negotiate and Enter into Contract	3 months from Developer Selection*
Developer’s professional team prepares site plan submission and tax credit application	3 to 6 months from Contract execution
Developer submits and is granted preliminary site plan approval	3 months from submission of preliminary site plan application
Developer submits for tax credits	1 month from site plan approval
Tax Credit decision/final site plan application and approval	4 to 6 months from application
Developer seeks syndication/completes financing/architectural drawings completed	6 months from award of tax credits
Municipality closes on land transfer/Developer closes on financing	1 month from completion of financing
Construction starts	1 month from land transfer
Construction completed	10 months
Total Time	36-41 months

* - This timeframe assumes that the Donason site is added to the sewer service area by this point. If that has not happened, then this step’s timeframe and all subsequent steps shall be tolled until the Donason site has been added to the approved sewer service area, subject to the provisions of paragraph 12 below.

Table 5. HAGC (Rowan College) Project Schedule for Completion

Activity	Schedule
Create four party agreement pursuant to paragraph 7 of this MOU	Prior to compliance hearing on the HE&FSP*
Develop pro-forma(s) for inclusion in Township fair share plan	Prior to compliance hearing on the HE&FSP

Activity	Schedule
HAGC's professional team prepares site plan/subdivision submission and funding application(s)	2 to 4 months from execution of agreement
HAGC submits and is granted preliminary site plan and subdivision approval	2 to 3 months from submission of preliminary application
HAGC submits for funding	1 month from site plan/subdivision approval
Funding decision/final site plan/subdivision application and approval	4 to 6 months from application
HAGC seeks syndication (if applicable)/ completes financing/architectural drawings completed	4 to 6 months from award of funding
HAGC closes on financing	1 month from completion of financing
Construction starts	1 month from closing
Construction completed	12 months
Total Time	24-32 months

The municipality shall oversee the process of selecting a developer, negotiating a contract, and aiding in assisting the developer in its tax credit application as is necessary to effectuate the implementation of the Donason Tract component of its HE&FSP, and enforcing the conditions necessary to implement its non-inclusionary affordable housing site, shall inspect the site improvements and buildings for health and public safety as required to construct the site and to ensure that the provisions for affirmative marketing, selection of tenants or buyers and other aspects of this settlement agreement and applicable laws, regulations and agreements are adhered to. The municipality shall work in close cooperation with HAGC to provide assistance as needed in its funding application(s), shall inspect the site improvements and buildings for health and public safety as required to construct the site and to ensure that the provisions for affirmative marketing, selection of tenants or buyers and other aspects of this settlement agreement and applicable laws, regulations and agreements are adhered to.

12. Sanitary Sewer Service Area. The Donason site and a portion of the Rizzuto site are not currently within the approved sewer service area for Deptford Township. Gloucester County already has submitted an application to amend the sewer service area for the County which includes these parcels. In accordance with N.J.A.C. 5:93-5.3(b), if there is a denial of the expansion of the sanitary sewer service areas by the New Jersey Department of Environmental Protection (NJDEP) or at the end of two years after final judgment of this matter or if there is no DEP determination then this agreement and any orders of the court shall be reopened for the limited purpose of determining whether there is a realistic opportunity on any such site and if not providing an alternate site or sites that will address the same number of units towards the Third Round obligation for which there is no longer a realistic opportunity. The proposed sanitary sewer service area map for Deptford is attached as Exhibit B.
13. Very Low Income Requirements. The Township agrees to require thirteen percent (13%) of all units referenced in this Agreement, excepting those units that were constructed or

granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. Deptford's obligation is 13% of 655 units, or 85.15 units, rounded up to 86 units, of which at least 43 must be available to families. The 655 units generating the requirement come from Conifer Village, Tanyard Oaks, 10 existing inclusionary for-sale units, HAGC/Rowan College, Donason, Rizzuto, Deptford 15, Haddonwood Remainder, NJTD, P&I Associates, Miller, Local 360, Twin Cedars, one existing group home and the new ARC group home, in accordance with Table 6. The Township is providing for 91 total very low-income units, in excess of its requirement, of which 71 are or will be family very low-income units.

Table 6. Very Low Income Table.

Development	Total Affordable Units	VLI Units Provided	Family VLI Units Provided
Conifer Village	90	13	13
Tanyard Oaks	65	9	9
Inclusionary for-sale units	16	0	
HAGC Rowan College	24	4	
Donason Tract	81	11	
Rizzuto	14	0	
Deptford 15	27	4	4
Haddonwood Remainder	25	4	4
NJTD	41	6	6
P&I Associates	18	3	3
Miller	14	2	2
Local 360	9	2	2
Five Points South	115	15	15
Lakes of Bankbridge	101	13	13
Twin Cedars	10	0	
ARC Group Home -- proposed	5	5	
Total	655	91	71

Note: The HAGC project as an all special needs housing may qualify as all very low income, depending on funding source and the waiting list from which potential residents are drawn. Deptford only claims 4 of these as very low income units based on 13% of 24 units, rounded up but reserves the right to include additional units in its calculation upon proof of the very low income status of residents.

14. The Township shall meet its Third Round Gap Present Need and Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in Table 3 in paragraph 7 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).

- b. At least fifty percent (50%) of the units addressing the Third Round Gap Present and Prospective Need shall be affordable to very low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent (25%) of the Third Round Gap Present and Prospective Need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Gap Present and Prospective Need in total shall be available to families.
 - e. The Township agrees to comply with an age-restricted cap of twenty-five percent (25%) and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
15. The Township shall include in the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Gloucester County and Salem County Branches of the NAACP, Senior Citizens United Community Services (S.C.U.C.S.), and the Supportive Housing Association. As part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, the Township and/or its Administrative Agent shall also provide notice to those organizations of all available affordable housing units to the above-referenced organizations. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
16. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of ten percent (10%) of affordable units in rental projects being required to be at thirty-five percent (35%) of median income, thirteen percent (13%) of affordable units in such projects shall be required to be at thirty percent (30%) of median income, and all other applicable law. The Township as part of its HE&FSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within thirty (30) days of the publication of determinations of median income by HUD as follows:
- a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent

decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be eighty percent (80%) of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be fifty percent (50%) percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be thirty percent (30%) percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- b. The income limits attached hereto as Exhibit A, prepared by the Affordable Housing Professionals of New Jersey are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2020, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year. The Township may rely upon future Affordable Housing Regional Income Limits by Household Size, as prepared by the Affordable Housing Professionals of New Jersey, in subsequent years.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The Parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
17. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
 18. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Uniform Development Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a HE&FSP and Spending Plan in conformance with the terms of this Agreement. Alternatively, if the court schedules a joint fairness and compliance hearing, all such ordinances shall be adopted prior to such hearing.
 19. The Parties agree that if a decision of a court of competent jurisdiction in Gloucester County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty percent (20%) than the total prospective Third Round need obligation

established in this Agreement of 975 units/credits (i.e., 780 units/credits or less), and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a HE&FSP that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any one hundred percent (100%) affordable developments referenced herein and otherwise fulfilling fully the Township's fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

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

The Township agrees to provide a review of the very low income housing requirements required by N.J.S.A. 52:27D-329.1 within thirty (30) days of the third anniversary of the issuance of the Judgment of Repose (or other final judgment in this matter however captioned), which the Township will post on its municipal website, with a copy provided to the Special Master and Fair Share Housing Center, as to its satisfaction of its very low

- income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality, the Special Master, and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.
23. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The Parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not affect FSHC's rights.
 24. This Agreement shall be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void. The parties may request a joint fairness and compliance hearing from the Court.
 25. The Township agrees to pay FSHC's attorneys fees and costs in the amount of twenty thousand dollars (\$20,000.00) within thirty (30) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
 26. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
 27. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Gloucester County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
 28. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
 29. This Agreement shall be governed by and construed by the laws of the State of New Jersey.

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

TO FSHC:

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

TO THE TOWNSHIP: Albert Marmero, Esq.
Grace Marmero & Associates, LLP
44 Euclid Street
Woodbury, New Jersey 08096
Phone: (856) 848-6440
Telecopier: (856) 858-5002
Email: amarmero@gracemarmero.com

WITH A COPY TO THE MUNICIPAL CLERK: Dina L. Zawadski, Township Clerk, RMC, CMC
Township of Deptford
1011 Cooper Street
Deptford, NJ 08096

Telecopier: (856) 845-8804
Email: dzawadski@deptford-nj.org

Please sign below if these terms are acceptable.

Sincerely,



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

On behalf of the Township of Deptford, with the authorization
of the Township Council:

Hon. Paul Medany, Mayor

Dated: _____

October 14, 2020
Page 15

TO THE TOWNSHIP: Albert Marmero, Esq.
Grace Marmero & Associates, LLP
44 Euclid Street
Woodbury, New Jersey 08096
Phone: (856) 848-6440
Telecopier: (856) 858-5002
Email: amarmero@gracemarmero.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Dina L. Zawadski, Township Clerk, RMC, CMC
Township of Deptford
1011 Cooper Street
Deptford, NJ 08096

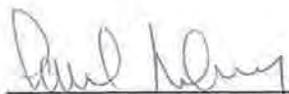
Telecopier: (856) 845-8804
Email: dzawadski@deptford-nj.org

Please sign below if these terms are acceptable.

Sincerely,

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

On behalf of the Township of Deptford, with the authorization
of the Township Council:



Hon. Paul Medany, Mayor

Dated: 10/20/20

Exhibit A – 2020 Income Limits

2020 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 24, 2020

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

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***	Regional Asset Limit****
Region 1	Median	\$67,166	\$71,964	\$76,761	\$86,357	\$95,952	\$99,790	\$103,628	\$111,304	\$118,980		
Bergen, Hudson,	Moderate	\$53,733	\$57,571	\$61,409	\$69,085	\$76,761	\$79,832	\$82,902	\$89,043	\$95,184	1.9%	\$185,539
Passaic and Sussex	Low	\$33,583	\$35,982	\$38,381	\$43,178	\$47,976	\$49,895	\$51,814	\$55,652	\$59,490	0.84%	
	Very Low	\$20,150	\$21,589	\$23,028	\$25,907	\$28,786	\$29,937	\$31,088	\$33,391	\$35,694		
Region 2	Median	\$73,857	\$79,132	\$84,408	\$94,959	\$105,510	\$109,730	\$113,951	\$122,391	\$130,832		
Essex, Morris,	Moderate	\$59,085	\$63,306	\$67,526	\$75,967	\$84,408	\$87,784	\$91,160	\$97,913	\$104,666	1.9%	\$202,419
Union and Warren	Low	\$36,928	\$39,566	\$42,204	\$47,479	\$52,755	\$54,865	\$56,975	\$61,196	\$65,416	4.71%	
	Very Low	\$22,157	\$23,740	\$25,322	\$28,488	\$31,653	\$32,919	\$34,185	\$36,717	\$39,250		
Region 3	Median	\$83,650	\$89,625	\$95,600	\$107,550	\$119,500	\$124,280	\$129,060	\$138,620	\$148,180		
Hunterdon,	Moderate	\$66,920	\$71,700	\$76,480	\$86,040	\$95,600	\$99,424	\$103,248	\$110,896	\$118,544	1.9%	\$227,546
Middlesex and	Low	\$41,825	\$44,813	\$47,800	\$53,775	\$59,750	\$62,140	\$64,530	\$69,310	\$74,090	1.01%	
Somerset	Very Low	\$25,095	\$26,888	\$28,680	\$32,265	\$35,850	\$37,284	\$38,718	\$41,586	\$44,454		
Region 4	Median	\$76,469	\$81,931	\$87,393	\$98,317	\$109,242	\$113,611	\$117,981	\$126,720	\$135,460		
Mercer,	Moderate	\$61,175	\$65,545	\$69,915	\$78,654	\$87,393	\$90,889	\$94,385	\$101,376	\$108,368	1.9%	\$205,486
Monmouth and	Low	\$38,235	\$40,966	\$43,697	\$49,159	\$54,621	\$56,806	\$58,990	\$63,360	\$67,730		
Ocean	Very Low	\$22,941	\$24,579	\$26,218	\$29,495	\$32,772	\$34,083	\$35,394	\$38,016	\$40,638		
Region 5	Median	\$67,620	\$72,450	\$77,280	\$86,940	\$96,600	\$100,464	\$104,328	\$112,056	\$119,784		
Burlington,	Moderate	\$54,096	\$57,960	\$61,824	\$69,552	\$77,280	\$80,371	\$83,462	\$89,645	\$95,827	1.9%	\$179,028
Camden and	Low	\$33,810	\$36,225	\$38,640	\$43,470	\$48,300	\$50,232	\$52,164	\$56,028	\$59,892	7.21%	
Gloucester	Very Low	\$20,286	\$21,735	\$23,184	\$26,082	\$28,980	\$30,139	\$31,298	\$33,617	\$35,935		
Region 6	Median	\$57,458	\$61,562	\$65,666	\$73,874	\$82,083	\$85,366	\$88,649	\$95,216	\$101,782		
Atlantic, Cape	Moderate	\$45,966	\$49,250	\$52,533	\$59,100	\$65,666	\$68,293	\$70,919	\$76,173	\$81,426	1.9%	\$153,730
May, Cumberland,	Low	\$28,729	\$30,781	\$32,833	\$36,937	\$41,041	\$42,683	\$44,325	\$47,608	\$50,891	6.97%	
and Salem	Very Low	\$17,237	\$18,469	\$19,700	\$22,162	\$24,625	\$25,610	\$26,595	\$28,565	\$30,535		

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

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

*** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price index for All Urban Consumers (CPI-U); Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018 or 2019 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2020 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

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

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

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

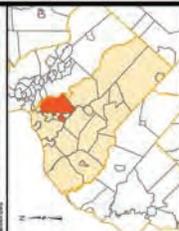


Gloucester County
Wastewater Management Plan

TOWNSHIP OF DEPTFORD
FUTURE WASTEWATER
SERVICE AREA MAP



0 0.5 Miles
1 in = 0.25 miles



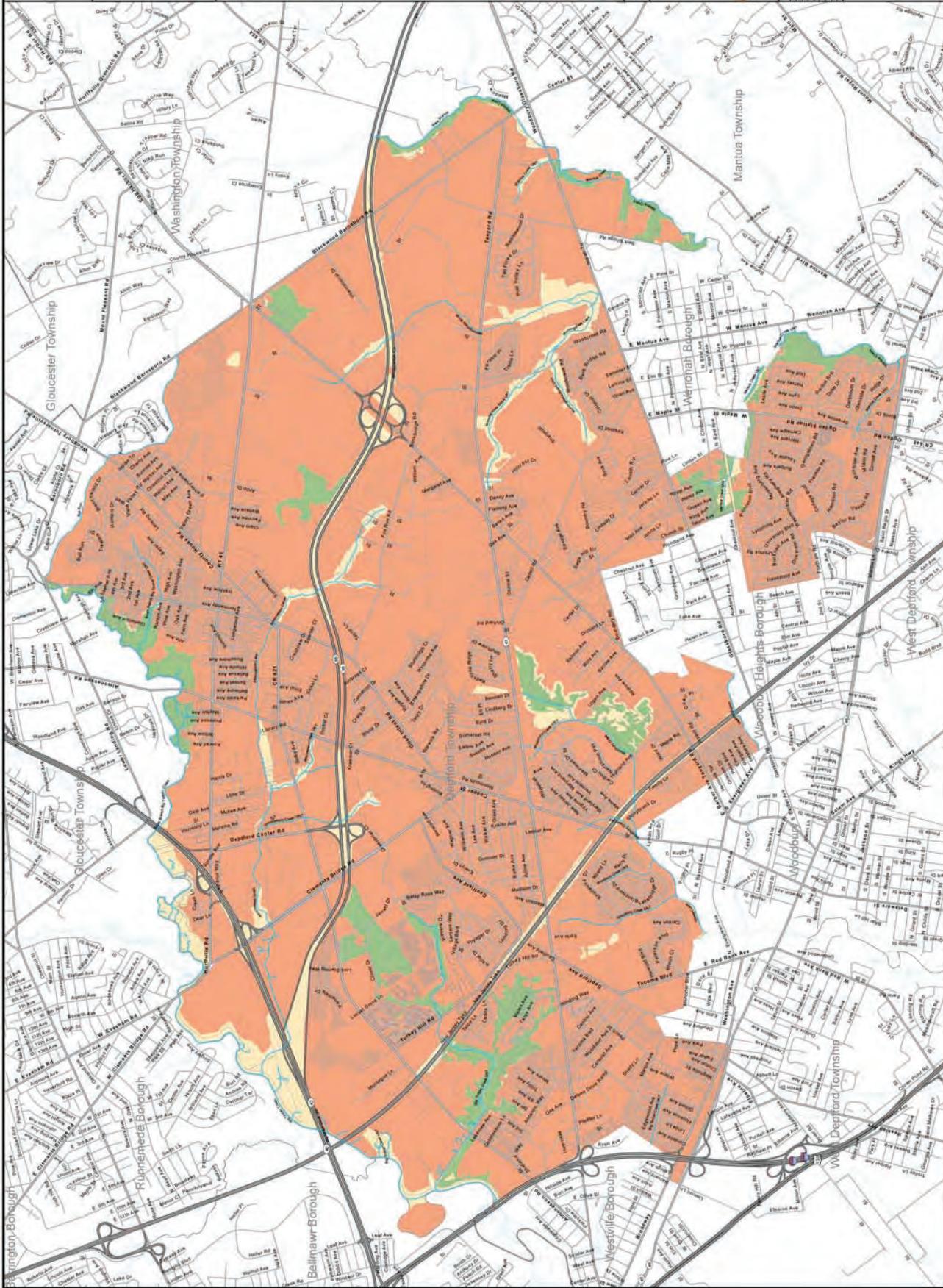


CHURCHILL
Churchill Consulting Engineers
A Professional Corporation
344 N. Parker Rd., Suite A
West Deptford, NJ 08060
856-761-6901

Legend

- County Boundary
- Municipality Boundary
- Rural Boundary
- Proposed Sewer Service Area
- Stormwater Service Area
- Other Area
- Wetlands

Exhibit B



ALBERT K. MARMERO
ATTORNEY ID: 020462003
MARMERO LAW, LLC
44 EUCLID STREET
WOODBURY, NEW JERSEY 08096
(856) 848-6440
(856) 848-5002 FACSIMILE
ATTORNEYS FOR PLAINTIFF, TOWNSHIP OF DEPTFORD

IN THE MATTER OF THE APPLICATION
OF THE TOWNSHIP OF DEPTFORD,
COUNTY OF GLOUCESTER

NEW JERSEY SUPERIOR COURT
LAW DIVISION
GLOUCESTER COUNTY

DOCKET NO.: GLO-L-929-15

CIVIL ACTION
(*MOUNT LAUREL*)

**DECLARATORY JUDGMENT
OF COMPLIANCE AND REPOSE FOR
THE THIRD ROUND**

THIS MATTER having been brought before the Court by Albert K. Marmero of Marmero Law, LLC, attorneys for the Township of Deptford, Gloucester County (hereinafter the “Township”), by way of a Declaratory Judgment Complaint filed on July 7, 2015 to have the Court determine the Township’s fair share affordable housing obligation and to permit the Township time to adopt a compliance plan and for immunity from builder’s remedy litigation pending the declaratory judgment action in response to In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1 (2015) (“Mount Laurel IV”); and the Court having appointed John D. Maczuga, PP, of JDM Planning Associates, LLC, as the Special Master (hereinafter the “Special Master”); and Fair Share Housing Center (“FSHC”), EIL Investments, as successor in interest to Glouco Approvals Group, LLC, and Benderson Properties, Inc. and affiliated entities, having each participated in the action as an “Interested Party,” and through settlement and/or consent, having become a “Defendant-Intervenor” in the action; and the Township and FSHC having settled via agreement executed on October 20, 2020 (“FSHC Settlement”), attached hereto as **Exhibit A** and incorporated by

reference herein; and the FSHC Settlement having established the Township's fair share obligations and further having identified the framework of the Township's plan to satisfy same; and the Court having scheduled a Fairness and Compliance Hearing on January 7, 2021, and a continued Fairness and Compliance Hearing on March 17, 2021, to determine whether the Township's Housing Element and Fair Share Plan is fair and reasonable to the region's very low, low and moderate income households; and the Township having published notice of the Fairness and Compliance Hearing in a newspaper of general circulation in the Township and Gloucester County and provided notice via certified mail to the Township's Service List; and the Court having considered the written objections to the FSHC Settlement from various parties; and the Court having received a December 31, 2020 written report of the Special Master, attached hereto as **Exhibit B**; and the Court having received a February 27, 2021 updated written report of the Special Master, attached hereto as **Exhibit C**; and on March 17, 2021, the Court having conducted a Fairness and Compliance Hearing; and the Court having considered the arguments of the Township, FSHC, and other Interested Parties, to the FSHC Settlement as well as the reports and testimony of the Special Master; and the Court having reviewed all of the documents admitted into evidence; and the Court being satisfied that the FSHC Settlement is fair and reasonable to the region's very low, low and moderate-income households; and good cause having been shown;

IT IS ON THIS 6th day of May, 2021, **ORDERED** as follows:

1. The Township provided sufficient published and actual notice of the Fairness and Compliance Hearing to the public and all known potential interested parties.
2. Pursuant to the judicial standards set forth in East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996) and Morris County Fair Housing Council v. Boonton Tp., 197 N.J. Super. 359 (Law Div. 1984), aff'd 209 N.J. Super 108 (App. Div. 1986), the

FSHC Settlement, inclusive of the Interested Parties Settlements, is fair, reasonable and adequately protects the interests of the region's very low, low and moderate income households and the Court hereby approves the FSHC Settlement, attached hereto as **Exhibit A**.

3. The Township has satisfied its Prior Round Obligation as set forth in the FSHC Settlement, **Exhibit A**.
4. Per the FSHC Settlement and Special Master Reports, the Township's affordable housing obligations are hereby incorporated as outlined in the FSHC Agreement and subject to thirteen (13) conditions as stated in the December 31, 2020 and February 27, 2021 Special Master reports. **Exhibits B and C**.
5. During the March 17, 2021 Fairness and Compliance Hearing FSHC additionally provided two (2) additional conditions which are stated and incorporated herein as follows:
 - a. The requirement for very low-income units to be distributed across bedroom distribution as contemplated by the Uniform Housing Affordability Controls.
 - b. The requirement that all non-residential development within the municipality, including non-residential components of any project identified in the FSHC Agreement and/or settlements with interested parties, will require payment of a non-residential development fee in accordance with applicable law.
6. The Township shall comply with the conditions and recommendations by the Special Master as set forth in the Special Master Reports, **Exhibits B and C**, and the conditions requested by FSHC as set forth in Paragraph 5 above. To the extent that where the dates, schedules or requirements set forth in the conditions as stated in the Special Master Reports differ from the FSHC Settlement, the conditions approved by the Court shall supersede.

7. A Judgment is hereby declared in favor of Plaintiff, Township of Deptford, for a Declaratory Judgment of Compliance and Repose pursuant to East/West Venture v. Borough of Fort Lee and the Mount Laurel line of cases.
8. The Court hereby declares the land use regulations and affirmative devices in the Township's Housing Element and Fair Share Plan, subject to the Conditions as set forth in the FSHC Settlement and Special Master Reports annexed hereto and incorporated herein, will satisfy the Township's constitutional obligation with respect to affordable housing under the Mount Laurel doctrine for the Third Round (1999-2025).
9. The immunity previously granted to the Township from any and all exclusionary zoning lawsuits, other than actions brought to enforce the Court's Orders or the terms of any settlement agreements, is hereby continued through July 1, 2025.
10. Counsel for the Township shall provide copies of this Order to all counsel of record, the Special Master and to the Township's Service List within seven (7) days of the date of receipt.

Dated: May 6, 2021

Robert P. Becker Jr P.J. Ch
Honorable Robert P. Becker, Jr., P.J. Ch. —

EXHIBIT A



EXHIBIT 1

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

October 13, 2020

Albert Marmero, Esq.
 Grace Marmero & Associates, LLP
 44 Euclid Street
 Woodbury, New Jersey 08096

Re: In the Matter of the Application of the Township of Deptford, County of Gloucester, Docket No. GLO-L-0929-15

Dear Mr. Marmero:

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

Background

Deptford filed the above-captioned matter on July 6, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households. This Agreement supersedes all prior settlement agreements between the parties.

Settlement terms

The Township and FSHC hereby agree to the following terms:

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

Table 1. Deptford Affordable Housing Obligations

Rehabilitation Share (per Kinsey Report ¹)	94
Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93</u>)	296
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted through this Agreement)	975

4. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. Rehabilitation. The Township's efforts to meet its present need include the following: forty-one existing (41) units through County owner-occupied rehabilitation program and forty-seven (47) rental units at Deptford Park Apartments (aka Cooper Street Senior Apartments). Preliminary information from Gloucester County indicates that approximately thirty-two (32) units have been rehabilitated by the County in Deptford since April 1, 2010; the remaining number shall be addressed through the County rehabilitation program through July 1, 2025. A water main break in 2015 rendered 47 units at Deptford Park Apartments uninhabitable. These were subsequently renovated at a cost of \$2,476,739, or \$52,697 per unit (hard cost). All of the units were renovated in 2015.

The Gloucester County owner-occupied rehabilitation program has historically rehabilitated four units in Deptford Township annually. Therefore, it can be reasonably expected that the program will rehabilitate an additional fifteen (15) units during the Third Round compliance period, sufficient to satisfy the Township's present need obligation of ninety-four (94) units.
6. Prior Round. As noted above, the Township has a Prior Round prospective need of two hundred ninety-six (296) units, which is met through the following compliance mechanisms:

Table 2. Credits for the Prior Round Obligation

Prior Round Obligation (296)	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
100% Affordable (built)						
New Sharon Woods	50	50		50		50
Deptford Park (74 of 99)		74	74	74		74
Housing Authority of Gloucester County (scattered sites; 2 of 19)	2	2		2		2
Village at New Sharon	22			22		22
Conifer Village at Deptford - 74 of 90	74	74		74	74	148
Total	148	200	74	222	74	296

¹ - David N. Kinsey, PhD, PP, FAICP, New Jersey Low And Moderate Income Housing Obligations For 1999-2025 Calculated Using The NJ COAH Prior Round (1987-1999) Methodology, May 2016.

October 14, 2020

Page 3

7. Prospective Need. As noted above, the Township has a Third Round prospective need of nine-hundred-and-seventy-five (975) units, which is met through the following compliance mechanisms:

Table 3. Credits for the Third Round Obligation

Affordable Housing Mechanism	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
100% Affordable Housing - Built						
Deptford Park – 25 of 99		25	25	25		25
Nancy J. Elkins Senior Housing (formerly Deptford Park II)		80	80	80		80
Housing Authority of Gloucester County (scattered sites-17 of 19)	17	17		17		17
Conifer Village (LIHTC; 16 of 90)	16	16		16	16	32
Tanyard Oaks (LIHTC)	65	65		65	65	130
Habitat for Humanity	2			2		2
100% Affordable Housing - Proposed						
HAGC/Rowan College (special needs)	24	24		24	24	48
Donason Tract		81	81	81		81
Inclusionary Sites - Built						
Deptford Landing	4			4		4
Willow Ridge	4			4		4
Reserve at Willow Ridge	2			2		2
JAS Homes (Tarp Lane)	4			4		4
Inclusionary Site – Approved						
Rizzuto			14	14		14
Inclusionary Sites To Be Rezoned/Redeveloped						
Deptford 15, LLC	27	27		27		27
Miller	22			22		22
Haddonwood Remainder	25	25		25		25
NJTD Investment Group	41			41		41
Local 360 United F&C	9			9		9
Lakes of Bankbridge	101	57		101	57	158
P&I Associates	18			18		18
Five Points South (Benderson)	115	115		115	82	197
Alternative Living Arrangements						
Devereux Group Homes (3 units)		13		13		13
Community Options (1 unit)		4		4		4
ARC Gloucester (1 existing unit)		3		3		3

Affordable Housing Mechanism	Family	Rental	Senior	Units	Rental Bonuses	Total Credits
ARC Gloucester (1 under const.)		5		5		5
Twin Cedars Assisted Living		10	10	10		10
Total	496	567	210	731	244	975

8. The Township will provide a realistic opportunity for the development of affordable housing through the adoption of zoning or redevelopment plan for inclusionary housing on the following sites: Rizzuto; Deptford 15, LLC; Miller; Haddonwood Remainder (Deptford Shopping Center, LLC); NJTD Investment Group; Local 360 United, F&C; Lakes of Bankbridge (Glouco Development Group), P&I Associates and Five Points South (Benderson).
- a. Rizzuto – This is a 23.4-acre parcel at the corner of Tanyard Road and Ayres Avenue (Block 84, lot 1). The project has a preliminary major subdivision approval for 67 age-restricted units of which 14 would be single family semi-detached affordable age-restricted dwellings.
 - b. Deptford 15, LLC: Almonesson Road – Block 5.01, Lot 13.02 (15.04 acres). At 12 units per acre gross would yield 180 units and 27 affordable units (15% rental setaside); if the site is developed as for-sale housing, the set-aside would be 20%, or 36 affordable units.
 - c. Miller – The four lots at Block 86, Lots 4, 5, 15 and 27 comprise a 17.99-acre parcel on the north corner of the intersection of Tanyard Road and Cattell Road. There is one residence on the underutilized property. The Township will rezone the site to provide a realistic opportunity for the development of 152 residential for-sale units at eight and two-tenths units per acre to yield 22 units with a 15% rental setaside and 31 units at a 20% setaside for for-sale townhouses.
 - d. Haddonwood Remainder: This is the site of the former Haddonwood Swim Club, currently vacant, totaling 15.2 acres on the east side of Hurffville Road south of where it crosses Route 42 (Block 203, Lot 10, 9.95 acres, and approximately 5.25 acres from Lot 11). It is currently zoned BC-4, Business Center 4. In accordance with the terms of the Settlement Agreement, the Township will rezone the site to provide a realistic opportunity for the development of affordable housing. Since the land area is approximate and an exact measurement will require a parcel survey, the Township will rezone the property equal to the density of the Deptford 15, LLC (a gross density of 12 units per acre), to ensure that the minimum number of affordable units can be achieved. With a total of at least 166 units that can be developed on the site, the required 15% set-aside for rental development would create, 25 affordable units; if the site is developed as for-sale housing, the set-aside would be 20%, or 34 affordable units.
 - e. NJTD Investment Group: Cattell and Tanyard Roads –Block 398, Lots 14-16, 17.01, 18, 35 and 50 (32.27 acres). At 8.5 units per gross acre, the property yield

would be 274 units of which 41 would be affordable family rental townhouse at a 15% set-aside and 55 units with a 20% for-sale setaside.

- f. Local 360 United F&C – This 10-acre property is located at 1920 Delsea Drive, Block 397, Lot 3. The Township will rezone the site to provide a realistic opportunity for the development of 60 residential units (a gross density of six units per acre), with a for-sale required set-aside of 20%, for a total of 13 affordable townhouse units; or 60 residential rental units with 9 affordable units (15% rental set-aside).
- g. Lakes of Bankbridge - Bankbridge Road – Block 398, Lots 31-33 and 52 (99.2 acres). At 6 units per gross acre, would allow 504 units. The Township will rezone the site to provide for the development of a total of 504 residential units (up to a gross density of six units per acre), with a required set-aside of 20% regardless of whether the affordable units are rentals or for-sale, for a total of 101 affordable units. In addition to accommodating the 504 units of the site, 18 more affordable units from the 90 units anticipated at the P&I Investment site (below) are proposed to be transferred to the Lakes of Bankbridge site in the form of stacked townhouses. The site will provide at least 57 rental bonus credits. 288 multi-family rental dwellings (including the rental affordables), 86 market-rate townhouses, 22 affordable townhouses, 40 affordable stacked townhouses (one unit over another) plus 18 additional stacked townhouses from the P&I Associates site are proposed. Additionally, the site will have 86 single-family detached houses on minimum 7,800-square-foot lots that will be market-rate dwellings. This is one of the intervenor sites. The Township and Glouco Approvals Group have entered into an agreement that provides a firm commitment for the construction of at least 57 family rental units on this site which shall be amended prior to the fairness hearing to address how a realistic opportunity will be provided for the 18 affordable units from the P&I site.
- h. P&I Associates - This site, slightly more than 10 acres in size comprising Lots 31 and 40 of Block 407, is directly across Tanyard Road from the Miller site. This site is owned by an affiliate of Glouco Approvals Group. Consequently, the MOU for the Lakes of Bankbridge site also encompasses this property. The site will be developed with 72 for-sale market rate townhouses. Its affordable housing obligation of 18 units will be transferred to the Lakes of Bankbridge property and will most likely be developed as stacked townhouses on that property. The 18 units transferred from the P&I tract to Lakes of Bankbridge shall not be developed later than the phasing requirements, pursuant to N.J.A.C. 5:93-5.6(d), for the development of the market rate units remaining on the P&I tract.
- i. Five Points South (Benderson) - The Five Points South Redevelopment Area encompasses Block 387.01, Lot 70 and Block 417.01, Lots 3-9 and 11, for a total of approximately 198 acres. This is governed by the Five Points Redevelopment Plan which requires any development to include 575 units of which 115 units, a 20% set aside will be family rental dwellings. The Township and Benderson shall prior to the fairness hearing enter into an agreement that provides a firm commitment for the construction of family rental units on this site.

9. The Township will provide a realistic opportunity for the development of 100% affordable housing in a combination of special needs, alternate living arrangements and municipally sponsored senior units that will be developed or created through means other than inclusionary zoning in the following ways:
 - a. ARC of Gloucester. This project is the development of a medical group home of five (5) bedrooms for the developmentally disabled. The group home will be created through the rehabilitation of 1460 Cooper Street by Integrity Building Group, LLC, in fulfillment of an affordable housing obligation incurred by the developer. The medical group home will be operated by The ARC Gloucester, a proven provider of such services. The ARC Gloucester has received an operating funds commitment from the NJ Division of Developmental Disabilities. The rehabilitation is underway and occupancy is anticipated to occur by the end of 2020.
 - b. HAGC/Rowan College Project – The Township has entered into a four-way Memorandum of Understanding with Gloucester County, the Housing Authority of Gloucester County ("HAGC"), and Rowan College, that commits HAGC to build 24 special needs units on community college-owned land at the Rowan College of South Jersey campus (Block 417, part of Lot 1). The southern portion of the tract, comprising 43.78 acres, has been designated an area in need of redevelopment, and the units are contemplated for the central part of that area. A redevelopment plan providing for the 24 special needs units will be adopted as part of the compliance process as set forth in paragraph 18.
 - c. Donason Tract. The Donason Tract program is a 100% municipally sponsored project of 81 senior units located at Block 4.01, Lot 1 at the intersection of Caulfield Avenue and Almonesson Road. The Township will adopt a redevelopment plan and issue an RFP for an affordable housing developer in accordance with the schedule in Paragraph 11.
10. Donason Tract and Housing Authority of Gloucester County Project Funding. In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for these two non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation through anticipated funds to be generated from non-residential and residential development not incorporating affordable units as spelled out in the municipality's spending plan as required in Paragraph 18 of this agreement and by the passage of a resolution of intent to bond in the event of a shortfall in funding of the means to implement its HE&FSP in the event that other outside agency funding including tax credits is not available on the anticipated timeline. This applies to the Donason Tract. For the HAGC/Rowan College Project, the MOU between Rowan College of South Jersey, the County of Gloucester, Housing Authority of Gloucester County and the Township provides that the County of Gloucester or one of its affiliated agencies, such as the Gloucester County Improvement Authority shall provide the financial wherewithal should the project fail to secure outside funding. The Township

has provided a pro-forma as part of its adopted HE&FSP. A pro-forma for the Rowan College Project shall be as set forth in Table 4.

11. Donason Tract and Rowan College Project Schedules. In accordance with N.J.A.C. 5:93-5.5 for non-inclusionary developments the following schedule in Table 4 shall apply to the municipally-owned Donason Tract and Table 5 shall apply to the Rowan College Project, dating from the Order approving this settlement agreement:

Table 4. Donason Tract Schedule for Completion

Activity	Schedule
Issue Request for Proposal for the Development	Within 2 months of order approving fairness of settlement
Receive RFPs from Developers including pro forma to be included with final compliance submission	1 month from RFP Release
Evaluate and Select Developer	1 month from Receipt of RFPs
Negotiate and Enter into Contract	3 months from Developer Selection*
Developer's professional team prepares site plan submission and tax credit application	3 to 6 months from Contract execution
Developer submits and is granted preliminary site plan approval	3 months from submission of preliminary site plan application
Developer submits for tax credits	1 month from site plan approval
Tax Credit decision/final site plan application and approval	4 to 6 months from application
Developer seeks syndication/completes financing/architectural drawings completed	6 months from award of tax credits
Municipality closes on land transfer/Developer closes on financing	1 month from completion of financing
Construction starts	1 month from land transfer
Construction completed	10 months
Total Time	36-41 months

* - This timeframe assumes that the Donason site is added to the sewer service area by this point. If that has not happened, then this step's timeframe and all subsequent steps shall be tolled until the Donason site has been added to the approved sewer service area, subject to the provisions of paragraph 12 below.

Table 5. HAGC (Rowan College) Project Schedule for Completion

Activity	Schedule
Create four party agreement pursuant to paragraph 7 of this MOU	Prior to compliance hearing on the HE&FSP*
Develop pro-forma(s) for inclusion in Township fair share plan	Prior to compliance hearing on the HE&FSP
HAGC's professional team prepares site plan/subdivision submission and funding application(s)	2 to 4 months from execution of agreement

Activity	Schedule
HAGC submits and is granted preliminary site plan and subdivision approval	2 to 3 months from submission of preliminary application
HAGC submits for funding	1 month from site plan/subdivision approval
Funding decision/final site plan/subdivision application and approval	4 to 6 months from application
HAGC seeks syndication (if applicable)/ completes financing/architectural drawings completed	4 to 6 months from award of funding
HAGC closes on financing	1 month from completion of financing
Construction starts	1 month from closing
Construction completed	12 months
Total Time	24-32 months

The municipality shall oversee the process of selecting a developer, negotiating a contract, and aiding in assisting the developer in its tax credit application as is necessary to effectuate the implementation of the Donason Tract component of its HE&FSP, and enforcing the conditions necessary to implement its non-inclusionary affordable housing site, shall inspect the site improvements and buildings for health and public safety as required to construct the site and to ensure that the provisions for affirmative marketing, selection of tenants or buyers and other aspects of this settlement agreement and applicable laws, regulations and agreements are adhered to. The municipality shall work in close cooperation with HAGC to provide assistance as needed in its funding application(s), shall inspect the site improvements and buildings for health and public safety as required to construct the site and to ensure that the provisions for affirmative marketing, selection of tenants or buyers and other aspects of this settlement agreement and applicable laws, regulations and agreements are adhered to.

12. **Sanitary Sewer Service Area.** The Donason site and a portion of the Rizzuto site are not currently within the approved sewer service area for Deptford Township. Gloucester County already has submitted an application to amend the sewer service area for the County which includes these parcels. In accordance with N.J.A.C. 5:93-5.3(b), if there is a denial of the expansion of the sanitary sewer service areas by the New Jersey Department of Environmental Protection (NJDEP) or at the end of two years after final judgment of this matter or if there is no DEP determination then this agreement and any orders of the court shall be reopened for the limited purpose of determining whether there is a realistic opportunity on any such site and if not providing an alternate site or sites that will address the same number of units towards the Third Round obligation for which there is no longer a realistic opportunity. The proposed sanitary sewer service area map for Deptford is attached as Exhibit B.
13. **Very Low Income Requirements.** The Township agrees to require thirteen percent (13%) of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. Deptford's obligation is 13% of 655 units, or 85.15 units, rounded up to 86 units, of which at least 43

must be available to families. The 655 units generating the requirement come from Conifer Village, Tanyard Oaks, 10 existing inclusionary for-sale units, HAGC/Rowan College, Donason, Rizzuto, Deptford 15, Haddonwood Remainder, NJTD, P&I Associates, Miller, Local 360, Twin Cedars, one existing group home and the new ARC group home, in accordance with Table 6. The Township is providing for 91 total very low-income units, in excess of its requirement, of which 71 are or will be family very low-income units.

Table 6. Very Low Income Table.

Development	Total Affordable Units	VLI Units Provided	Family VLI Units Provided
Conifer Village	90	13	13
Tanyard Oaks	65	9	9
Inclusionary for-sale units	16	0	
HAGC Rowan College	24	4	
Donason Tract	81	11	
Rizzuto	14	0	
Deptford 15	27	4	4
Haddonwood Remainder	25	4	4
NJTD	41	6	6
P&I Associates	18	3	3
Miller	14	2	2
Local 360	9	2	2
Five Points South	115	15	15
Lakes of Bankbridge	101	13	13
Twin Cedars	10	0	
ARC Group Home -- proposed	5	5	
Total	655	91	71

Note: The HAGC project as an all special needs housing may qualify as all very low income, depending on funding source and the waiting list from which potential residents are drawn. Deptford only claims 4 of these as very low income units based on 13% of 24 units, rounded up but reserves the right to include additional units in its calculation upon proof of the very low income status of residents.

14. The Township shall meet its Third Round Gap Present Need and Prospective Need in accordance with the following standards as agreed to by the Parties and reflected in Table 3 in paragraph 7 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least fifty percent (50%) of the units addressing the Third Round Gap Present and Prospective Need shall be affordable to very low-income and low-income households with the remainder affordable to moderate-income households.

- c. At least twenty-five percent (25%) of the Third Round Gap Present and Prospective Need shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Gap Present and Prospective Need in total shall be available to families.
 - e. The Township agrees to comply with an age-restricted cap of twenty-five percent (25%) and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed twenty-five percent (25%) of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
15. The Township shall include in the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Gloucester County and Salem County Branches of the NAACP, Senior Citizens United Community Services (S.C.U.C.S.), and the Supportive Housing Association. As part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, the Township and/or its Administrative Agent shall also provide notice to those organizations of all available affordable housing units to the above-referenced organizations. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
16. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of ten percent (10%) of affordable units in rental projects being required to be at thirty-five percent (35%) of median income, thirteen percent (13%) of affordable units in such projects shall be required to be at thirty percent (30%) of median income, and all other applicable law. The Township as part of its HE&FSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within thirty (30) days of the publication of determinations of median income by HUD as follows:
 - a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of

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

- b. The income limits attached hereto as Exhibit A, prepared by the Affordable Housing Professionals of New Jersey are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2020, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year. The Township may rely upon future Affordable Housing Regional Income Limits by Household Size, as prepared by the Affordable Housing Professionals of New Jersey, in subsequent years.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The Parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
17. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
18. As an essential term of this Agreement, within one hundred and twenty (120) days of Court's approval of this Agreement, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Uniform Development Ordinance to implement the terms of this Agreement and the zoning contemplated herein and adopt a HE&FSP and Spending Plan in conformance with the terms of this Agreement. Alternatively, if the court schedules a joint fairness and compliance hearing, all such ordinances shall be adopted prior to such hearing.
19. The Parties agree that if a decision of a court of competent jurisdiction in Gloucester County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than twenty percent (20%) than the total prospective Third Round need obligation established in this Agreement of 975 units/credits (i.e., 780 units/credits or less), and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a HE&FSP

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

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

The Township agrees to provide a review of the very low income housing requirements required by N.J.S.A. 52:27D-329.1 within thirty (30) days of the third anniversary of the issuance of the Judgment of Repose (or other final judgment in this matter however captioned), which the Township will post on its municipal website, with a copy provided to the Special Master and Fair Share Housing Center, as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality, the Special Master, and Fair Share Housing Center on the issue of whether

the municipality has complied with its very low income housing obligation under the terms of this settlement.

23. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The Parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not affect FSHC's rights.
24. This Agreement shall be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void. The parties may request a joint fairness and compliance hearing from the Court.
25. The Township agrees to pay FSHC's attorneys fees and costs in the amount of twenty thousand dollars (\$20,000.00) within thirty (30) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
26. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
27. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Gloucester County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
28. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.
29. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
30. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

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

TO FSHC:

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

October 14, 2020
Page 15

TO THE TOWNSHIP: Albert Marmero, Esq.
Grace Marmero & Associates, LLP
44 Euclid Street
Woodbury, New Jersey 08096
Phone: (856) 848-6440
Telecopier: (856) 858-5002
Email: amarmero@gracemarmero.com

**WITH A COPY TO THE
MUNICIPAL CLERK:** Dina L. Zawadski, Township Clerk, RMC, CMC
Township of Deptford
1011 Cooper Street
Deptford, NJ 08096

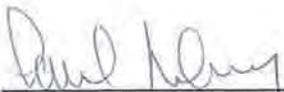
Telecopier: (856) 845-8804
Email: dzawadski@deptford-nj.org

Please sign below if these terms are acceptable.

Sincerely,

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

On behalf of the Township of Deptford, with the authorization
of the Township Council:



Hon. Paul Medany, Mayor

Dated: 10/20/20

Exhibit A – 2020 Income Limits

2020 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - April 24, 2020

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

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***	Regional Asset Limit****
Region 1												
Median	\$67,166	\$71,964	\$76,761	\$86,357	\$95,952	\$99,790	\$103,628	\$111,304	\$118,980	\$126,656		
Moderate	\$53,733	\$57,571	\$61,409	\$69,085	\$76,761	\$79,632	\$82,902	\$89,043	\$95,184	\$101,325	1.5%	\$185,539
Low	\$33,583	\$35,982	\$38,381	\$43,178	\$47,976	\$49,895	\$51,814	\$55,652	\$59,490	\$63,328	0.84%	
Very Low	\$20,150	\$21,589	\$23,028	\$25,907	\$28,786	\$29,937	\$31,088	\$33,391	\$35,694	\$37,997		
Region 2												
Median	\$73,857	\$79,132	\$84,408	\$94,959	\$105,510	\$109,730	\$113,951	\$122,391	\$130,832	\$139,273		
Moderate	\$59,085	\$63,306	\$67,526	\$75,967	\$84,408	\$87,784	\$91,160	\$97,913	\$104,666	\$111,418	1.5%	\$202,419
Low	\$36,928	\$39,566	\$42,204	\$47,479	\$52,755	\$54,865	\$56,975	\$61,196	\$65,416	\$69,636	0.71%	
Very Low	\$22,157	\$23,740	\$25,322	\$28,488	\$31,653	\$32,919	\$34,185	\$36,717	\$39,250	\$41,782		
Region 3												
Median	\$83,650	\$89,625	\$95,600	\$107,550	\$119,500	\$124,280	\$129,060	\$138,620	\$148,180	\$157,740		
Moderate	\$66,920	\$71,700	\$76,480	\$86,040	\$95,600	\$99,424	\$103,248	\$110,886	\$118,544	\$126,192	1.9%	\$227,546
Low	\$41,825	\$44,813	\$47,800	\$53,775	\$59,750	\$62,140	\$64,530	\$69,310	\$74,090	\$78,870	1.01%	
Very Low	\$25,095	\$26,888	\$28,680	\$32,265	\$35,850	\$37,284	\$38,718	\$41,586	\$44,454	\$47,322		
Region 4												
Median	\$76,469	\$81,931	\$87,393	\$98,317	\$109,242	\$113,611	\$117,981	\$126,720	\$135,460	\$144,199		
Moderate	\$61,175	\$65,545	\$69,915	\$78,654	\$87,393	\$90,889	\$94,385	\$101,376	\$108,368	\$115,359	1.9%	\$205,486
Low	\$38,235	\$40,966	\$43,697	\$49,159	\$54,621	\$56,806	\$58,990	\$63,360	\$67,730	\$72,099	0.96%	
Very Low	\$22,941	\$24,579	\$26,218	\$29,495	\$32,772	\$34,083	\$35,394	\$38,016	\$40,638	\$43,260		
Region 5												
Median	\$67,620	\$72,450	\$77,280	\$86,940	\$96,600	\$100,464	\$104,328	\$112,056	\$119,784	\$127,512		
Moderate	\$54,096	\$57,960	\$61,824	\$69,552	\$77,280	\$80,371	\$83,462	\$89,645	\$95,827	\$102,010	1.9%	\$179,028
Low	\$33,810	\$36,225	\$38,640	\$43,470	\$48,300	\$50,232	\$52,164	\$56,028	\$59,892	\$63,756	0.72%	
Very Low	\$20,286	\$21,735	\$23,184	\$26,082	\$28,980	\$30,139	\$31,298	\$33,617	\$35,935	\$38,254		
Region 6												
Median	\$57,458	\$61,562	\$65,666	\$73,874	\$82,083	\$85,366	\$88,649	\$95,216	\$101,782	\$108,349		
Moderate	\$45,966	\$49,250	\$52,533	\$59,100	\$65,666	\$68,239	\$70,813	\$76,173	\$81,426	\$86,679	1.9%	\$153,730
Low	\$28,729	\$30,781	\$32,833	\$36,937	\$41,041	\$42,683	\$44,325	\$47,608	\$50,891	\$54,175	0.97%	
Very Low	\$17,237	\$18,469	\$19,700	\$22,162	\$24,625	\$25,610	\$26,595	\$28,565	\$30,535	\$32,505		

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

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

** This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price index for All Urban Consumers (CPI-U); Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018 or 2019 because of the lack of authority to do so, may increase rent by up to the applicable combined percentages including 2020 or 2.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

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

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

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

Exhibit B

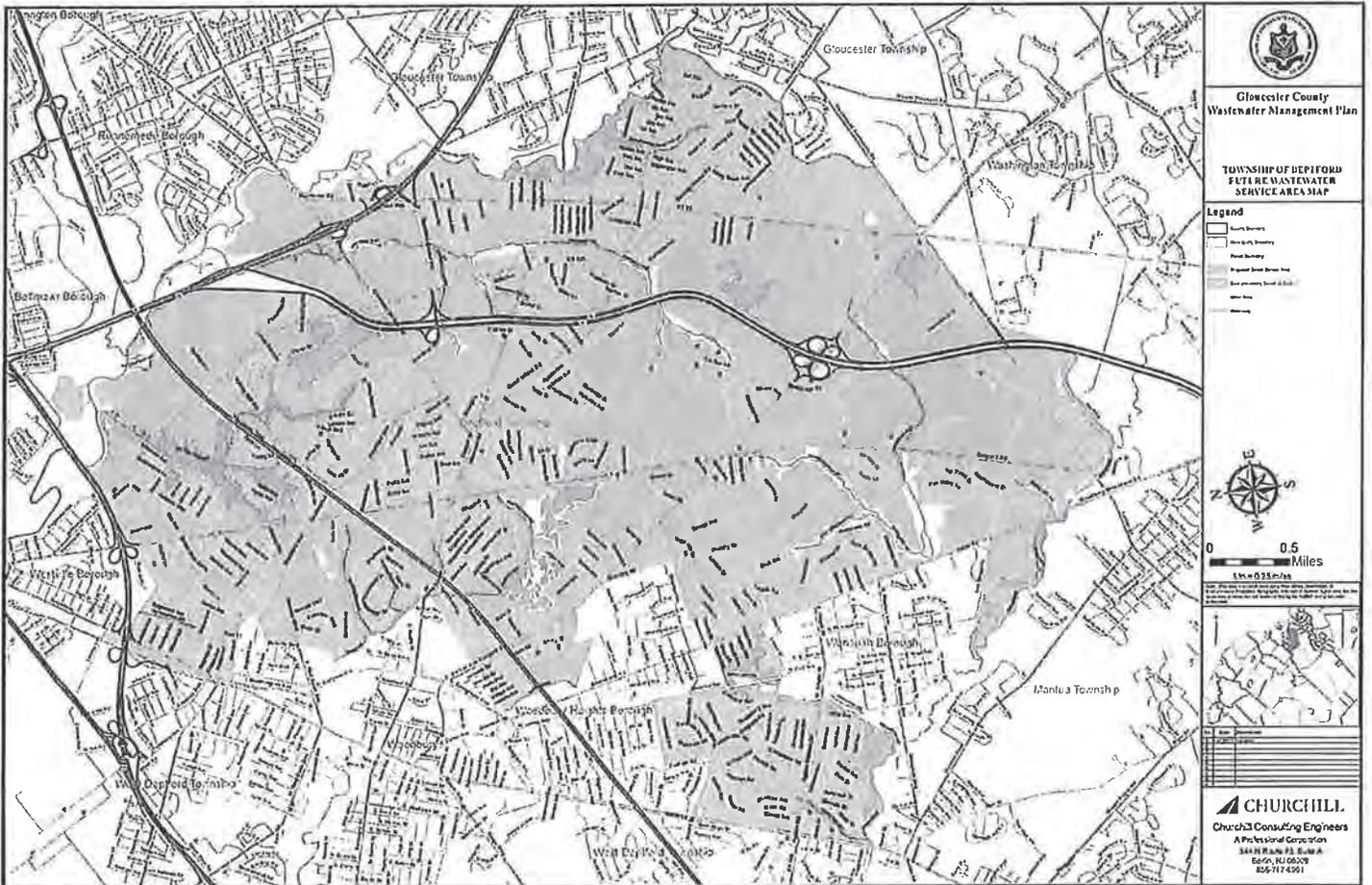


EXHIBIT B

Master's Report: Fairness/Compliance Hearing

**Township of Deptford
Gloucester County, New Jersey**

*In the Matter of Township of Deptford, County of Gloucester
Docket No. GLO-L-0929-15*

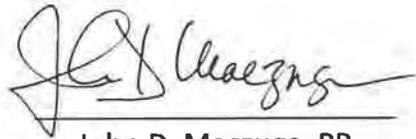
December 31, 2020

Prepared for:

The Honorable Robert P. Becker, Jr., P.J. Ch.
Superior Court of New Jersey
Gloucester County Courthouse
1 North Broad Street
Woodbury, NJ 08096

Prepared by:

JDM Planning Associates, LLC
614 Harbor Road
Brick, New Jersey 08724



John D. Maczuga, PP
New Jersey Professional Planner
License No. 1714

Master’s Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

Table of Contents

1 — Introduction..... 1

2 — Notice 2

3 — Review Context..... 2

4 — Deptford Township Compliance History..... 3

5 — Fair Share Obligation 3

6 — Other Provisions of the Settlement Agreement..... 4

7 — Fairness Analysis..... 5

8 — Compliance Analysis 8

 8.1 — Present Need (Rehab Obligation) 8

 8.2 — Prior Round Obligation..... 9

 8.3 — Third Round Obligation..... 9

 8.3.1 — 100-Percent Affordable Developments (Built)..... 11

 8.3.2 — Municipally Sponsored 100-Percent Affordable Developments
(Proposed) 11

 8.3.3 — Inclusionary Sites (Built)..... 13

 8.3.4 — Inclusionary Sites (Approved)..... 13

 8.3.5 — Inclusionary Sites (To be Rezoned/Redeveloped)..... 14

 8.3.6 — Alternative Living Arrangements 19

 8.3.7 — Rental Unit Requirement (Third Round) 20

 8.3.8 — Family/Family Rental Units..... 20

 8.3.9 — Low- and Moderate-Income Split, Very-Low Income Requirements 20

 8.3.10 — Age-Restricted Unit Cap 21

Master’s Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

8.3.11 — Rental Bonus Credits Cap.....	21
9 — Other HE&FSP Requirements.....	21
9.1 — Spending Plan.....	21
9.2 — Affirmative Marketing Plan and Affordable Housing Ordinance Amendments.....	21
9.3 — Reporting and Monitoring Requirements	22
10 — Conclusions and Recommendations.....	22

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

1 — Introduction

This report has been prepared in my capacity as Special Master, in the matter of the Township of Deptford, County of Gloucester, Docket No. GLO-L-0929-15.

The Township of Deptford (the Township) filed a declaratory judgment action on July 6, 2015. The Township, the declaratory judgment plaintiff, and the Fair Share Housing Center (FSHC), a Supreme Court-designated interested party in these matters, reached a Settlement Agreement through the declaratory judgment process on May 3, 2019. On August 15, 2019, the parties agreed to an addendum to the May 3, 2019 Settlement Agreement. The parties, in October 2020, reached a Settlement Agreement superseding all prior settlement agreements. The specific terms of the settlement are set forth in a Settlement Agreement dated October 13, 2020.

This report has been prepared for the Court's purposes as part of a Fairness/Compliance Hearing scheduled for January 6, 2021. The purpose of the hearing is for the Court to determine whether the terms of the Settlement Agreement are fair and reasonable to the interests of low- and moderate-income households, and whether the compliance mechanisms therein create a realistic opportunity to satisfy the Township's affordable housing obligations pursuant to the Mount Laurel decisions, the Fair Housing Act (FHA; N.J.S.A. 52:27D-301, et seq.), the applicable procedural and substantive regulations of the Council on Affordable Housing (COAH), and the New Jersey Supreme Court's March 10, 2015 decision in the matter of In re N.J.A.C. 5:96 and N.J.A.C. 5:97, 221 N.J. 1 (2015) for the period from 1987 through 2025. The Township seeks from the Court either a Judgment of Compliance and Repose, or "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA" and addressed in the New Jersey Supreme Court's decision in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) by

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

approving the compliance mechanisms and other terms set forth in the Settlement Agreement, subject to any conditions imposed, through July 1, 2025.

2 — Notice

Counsel for the Township has submitted to this office an affidavit of publication of the notice of the Fairness/Compliance Hearing published on December 4, 2020. The notice properly summarized the purpose of the hearing and advised interested parties and members of the public of the availability of the full text of the Settlement Agreement, and compliance plan summary included therein. The notice further invited comments on or before January 4, 2021 and provided procedures for participation in the Fairness/Compliance Hearing. No written comments were received by this office as of the date of this report.

3 — Review Context

The New Jersey Supreme Court, in its Mount Laurel IV decision (In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 [2015]), cited COAH's inability to adopt constitutional rules for the "third round" (i.e., 1999 to 2025) to guide municipal affordable housing compliance. Given the lack of regulatory guidance from COAH or the Legislature, the Supreme Court's decision directs the Trial Courts to assume the role of determining the constitutionality of municipal affordable housing plans and, therefore, whether or not the Settlement Agreement that is the subject of this Fairness/Compliance Hearing is fair and reasonable to the interests of low- and moderate-income households. The Court invalidated two attempts by COAH to adopt third round rules, but left relatively intact COAH's second round rules (i.e., N.J.A.C. 5:93). Trial Courts have continued to rely upon these second round rules in fairness and compliance hearings since the second round ended in 1999. I will rely on COAH's second round rules in evaluating the compliance-related issues related to the Settlement Agreement before the Court.

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

4 — Deptford Township Compliance History

The Township of Deptford has a long track record in its efforts to satisfy its affordable housing obligation. On May 20, 1987 Deptford received first round (i.e., 1987 to 1993) substantive certification from COAH, one of the first seven municipalities to be so certified. The Deptford Township Planning Board adopted a second round (i.e., 1993 to 1999) master plan housing element and fair share plan (HE&FSP) in 1996 and petitioned COAH for substantive certification, which was granted in September 1997.

The Planning Board adopted third round housing elements and fair share plans, or amendments thereto, in 2005, 2006, 2008, 2011 and 2013, none of which were acted upon by COAH. Following the New Jersey Supreme Court's March 10, 2015 decision, the Township filed a declaratory judgment action and request for temporary immunity on July 6, 2015. The Court subsequently issued an Order granting temporary immunity. Temporary immunity has been extended to the present by a series of subsequent Orders.

5 — Fair Share Obligation

The parties to the Settlement Agreement have agreed to the following as representing the Township's fair share obligation for the period from 1987 through 2025:

- **Present Need (Rehabilitation Obligation):** 94 units
- **Prior Round (1987–1999) Obligation:** 296 units
- **Third Round (1999–2025) Obligation:** 975 units

The parties have agreed to utilize the 94-unit present need obligation contained in a report entitled *New Jersey Low- and Moderate-Income Housing Obligations For 1999-2025 Calculated Using The NJ COAH Prior Round (1987-1999) Methodology*, prepared by David N. Kinsey, dated May 2016. The parties have agreed to utilize the 194-unit

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

prior round obligation per N.J.A.C 5:93. The parties have further agreed to a negotiated 975-unit third round (i.e., 1999–2025) obligation.

6 — Other Provisions of the Settlement Agreement

In addition to many standard requirements under COAH rules, and provisions specific to individual projects in the compliance plan, the Settlement Agreement provides a number of noteworthy provisions, including the following:

1. The parties have agreed that in the event the Court, an administrative agency (e.g., COAH), or action by the Legislature were to reduce the Township's third round (i.e., 1999 to 2025) obligation pursuant to the Settlement Agreement by more than 20 percent (i.e., to 780 units/credits or less), the Township may seek to amend any judgment in this matter to reduce its fair share obligation accordingly. Any reduction in the Township's obligation would not relieve the Township from the obligation to support and implement all compliance mechanisms, projects and zoning provisions cited in the compliance plan in the Settlement Agreement that cover present need, the prior round, and third round; but, rather, would allow the Township to carry forward any excess credits to a future round beyond 2025 in conformance with the then-applicable law.
2. Within 120 days of the Court's approval of the Settlement Agreement, the Township is required to: adopt a HE&FSP that incorporates the provisions of the Settlement Agreement; adopt an amended Spending Plan; and, introduce zoning amendments to implement the Settlement Agreement.
3. The Settlement Agreement contains a number of standard provisions and requirements per COAH rules, the Uniform Housing Controls (N.J.A.C. 5:80-26.1 et al.) and the Fair Housing Act, including the establishment of a reporting/monitoring schedule. FSHC is designated as a direct recipient of such reporting.

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

7 — Fairness Analysis

It is well recognized that the settlement of Mount Laurel litigation is favored because it avoids the delays and expense of trial and expedites the production of housing for low- and moderate-income households.

The judicial standards for approval of Mount Laurel settlement agreements are set forth in Morris County Fair Housing Council v. Boonton Twp. 197 N.J. Super. 359, 369-71 (Law Div. 1984) and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996; East/West). The overarching principle of East/West is whether or not “the settlement adequately protects the interests of the lower-income persons on whose behalf the affordable units proposed by the settlement are to be built.” East/West further provides a five-pronged analysis in evaluating the fairness of a settlement agreement, as follows:

1. **Consideration of the Number of Affordable Units Being Constructed:** The Township’s prior round obligation set forth in the Settlement Agreement is consistent with COAH rules (N.J.A.C. 5:93) and has already been subject to judicial review and approval. The Settlement Agreement provides for a third round (i.e., 1999 to 2025) obligation of 975 units, representing a negotiated figure. A comparison of the third round obligation, as agreed upon as part of the Settlement Agreement, to other calculations prepared by experts is appropriate in evaluating the “fairness” of the 975-unit third round obligation.

In a report entitled *Gap Period Calculation*, dated March 24, 2016 and prepared by Econsult Solutions, Inc., Deptford Township’s prospective need (i.e., 2015 to 2025) and gap allocation (i.e., 1999 to 2015), the sum of which represents the Township’s third round (i.e., 1999 to 2025) obligation, amounted to 891 units.

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

In a report entitled *Statewide and Municipal Obligations Under Jacobson Decision*, dated March 28, 2018 and prepared by Econsult, Inc., the Township's prospective need (i.e., 2015 to 2025) and gap need (i.e. 1999 to 2015), the sum of which represents the Township's third round (i.e., 1999 to 2025) obligation, amounted to 846 units.

Notwithstanding the fact that the third round obligation that has been negotiated between the parties represents a reduction in the Township's obligation as suggested in some earlier expert reports, the 975-unit obligation is significantly higher than in the reports cited above and, therefore, in the context of a negotiated settlement with an affordable housing advocate, is reasonable and fair and will result in a substantial contribution to the low- and moderate-income housing in the region.

2. **The Methodology by which the Number of Affordable Units Provided is Derived:** The source of the Township's rehabilitation obligation is the May 2016 Report prepared by David Kinsey (cited above), which was calculated "using the NJ COAH prior round methodology." The prior round obligation set forth in the Settlement Agreement is taken from COAH rules in N.J.A.C. 5:93 and derived utilizing Court-approved methodology.

The **negotiated** third round obligation of 975 units is in excess of the 846-unit obligation determined by Econsult Solutions, Inc. in their March 28, 2018 report that is represented as utilizing the methodology approved by Judge Jacobson in Mercer County.

3. **Other Contributions by the Plaintiff:** Per the Settlement Agreement, the Township (i.e., the plaintiff) agreed to numerous provisions that contribute to and protect the interests of low- and moderate-income households, including:
- a. At least 25 percent of the third round obligation shall be met through rental units, including at least half to be available as family rental units;

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

- b. At least half of the third round obligation shall be available to families;
 - c. The Township agreed to comply with a 25 percent age-restricted cap, and not seek a waiver to meet its prior round, third round or cumulative fair share obligations;
 - d. The Township agreed to include the required bedroom distribution, be governed by the controls on affordability, and affirmatively market in accordance with the Uniform Housing Affordability Controls (UHAC), N.J.A.C. 5:80-26.1 et al., or any successor regulation, excepting that in-lieu of ten percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of the affordable units in such projects shall be required to be at 30 percent of median income; and,
 - e. The Township agreed to establish and update income limits for affordable units set forth in detail in the Settlement Agreement;
4. **Other Components of the Settlement that Contribute to the Satisfaction of the Constitutional Obligation:** The Township's compliance plan for its third round obligation includes 567 rental units, which is far in excess of the minimum of 25 percent (i.e., 244 units) that is required pursuant to COAH rule and the Settlement Agreement. Rental units tend to be more accessible to very low-, low- and moderate-income households than for-sale affordable units.
5. **Other Factors that May Be Relevant to the Fairness of the Settlement:** The Court, in its decision in Morris County Fair Housing Council v. Boonton Township 197 N.J. Super., determined that "... it may be assumed that generally a public interest organization will only approve a settlement which it conceives to be in the best interest of the people it represents." FSHC, as an affordable housing advocate and party to the Settlement Agreement, has likewise concluded that the Settlement Agreement is fair and reasonable to the interests of low- and moderate-income households.

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

8 — Compliance Analysis

The Settlement Agreement provides a compliance framework for the satisfaction of the Township's fair share obligation as set forth in Section 4 of this report (above). The Deptford Township Planning Board adopted a master plan housing element and fair share plan (HE&FSP), inclusive of a Spending plan, on August 5, 2020. The Governing Body endorsed the August 5, 2020 HE&FSP and adopted the Spending Plan therein by resolution dated September 14, 2020. The adopted HE&FSP reflects the compliance plan set forth in the October 13, 2020 Settlement agreement. The following subsections summarize the components of the Township's fair share obligation, as provided in the Settlement Agreement and compliance mechanisms to satisfy same.

8.1 — Present Need (Rehab Obligation)

The Township proposes to satisfy its 94-unit present need as follows:

- A total of 47 rental units were rehabilitated at the Deptford Park Apartments in 2015, following a watermain break that rendered the 47 units uninhabitable;
- A total of 32 owner-occupied units have been rehabilitated under the Gloucester County Home Improvement Program between 2010 and 2018; and,
- The Township will continue to participate in the Gloucester County Home Improvement Program. The program has historically rehabilitated approximately four units per year, which the Township projects would yield an additional 26 units through 2025.

Sufficient documentation is contained in the HE&FSP in support of the Township's claim for the 79 completed units, and information concerning the Gloucester County Home Improvement Program is sufficient to claim satisfaction of the remaining 15-unit rehabilitation obligation.

Master's Report: Fairness/Compliance Hearing*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15**December 31, 2020***8.2 — Prior Round Obligation**

Table 1, summarizes the Township's claim to 296 credits in satisfaction of its prior round obligation, as contained in the Settlement Agreement and Table 26 of the HE&FSP.

Table 1: Prior Round Compliance Plan

Mechanism	Family	Rental	Senior	Units	Bonus Credits	Total Credits
100-Percent Affordable (Built)						
New Sharon Woods	50	50	—	50	—	50
Deptford Park (74 of 99)	—	74	74	74	—	74
Housing Authority of Gloucester Co. (2 of 19)	2	2	—	2	—	2
Village at New Sharon	22	—	—	22	—	22
Conifer Village at Deptford (74 of 90)	74	74	—	74	74	148
Totals	148	200	74	222	74	296

As demonstrated above, the Township's prior round plan provides for a total of 222 existing affordable units and 74 rental bonus credits to satisfy the 296-unit prior obligation. Sufficient documentation in support of the Township's claim for crediting of all existing affordable units listed in the prior round plan is contained in Appendix E of the August 5, 2020 HE&FSP. The Township's August 5, 2020 HE&FSP correctly calculates and demonstrates compliance, per COAH rule, with the following:

- **Minimum Rental Obligation:** 74 units required; 200 units provided;
- **Maximum Rental Bonus Credits:** 74 (one-for-one credits) permitted; 74 (one-for-one credits) claimed; and,
- **Maximum Age-Restricted Units:** 74 units permitted; 74 units claimed.

8.3 — Third Round Obligation

The Settlement Agreement establishes the Township's third round obligation to be 975 units. Table 2 summarizes the Township's third round compliance plan, as set forth in the Settlement Agreement and in Table 29 of the HE&FSP.

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

Table 2: Third Round Compliance Plan

Mechanism	Family	Rental	Senior	Units	Bonus Credits	Total Credits
100-Percent Affordable (Built)						
Deptford Park (25 of 99)	—	25	25	25	—	25
Nancy J. Elkins Senior Housing (Formerly Deptford Park II)	—	80	80	80	—	80
Housing Authority of Gloucester Co. (17 of 19)	17	17	—	17	—	17
Conifer Village (LIHTC; 16 of 90)	16	16	—	16	16	32
Tanyard Oaks (LIHTC)	65	65	—	65	65	130
Habitat for Humanity	2	—	—	2	—	2
100-Percent Affordable (Proposed)						
Rowan College (Special Needs)	24	24	—	24	24	48
Donason Tract	—	81	81	81	—	81
Inclusionary Sites (Built)						
Deptford Landing	4	—	—	4	—	4
Willow Ridge	4	—	—	4	—	4
Reserve at Willow Ridge	2	—	—	2	—	2
JAS Homes (Tarp Lane)	4	—	—	4	—	4
Inclusionary Site (Approved)						
Rizzuto	—	—	14	14	—	14
Inclusionary Sites (To Be Rezoned/Redeveloped)						
Deptford 15, LLC	27	27	—	27	—	27
Miller	22	—	—	22	—	22
Haddonwood Remainder	25	25	—	25	—	25
NJTD Investment Group	41	—	—	41	—	41
Local 360 United F&C	9	—	—	9	—	9
Lakes of Bankbridge	101	57	—	101	57	158
P&I Associates	18	—	—	18	—	18
Five Points South (Benderson)	115	115	—	115	82	197
Alternative Living Arrangements						
Devereux Group Homes (3 Sites)	—	13	—	13	—	13
Community Options	—	4	—	4	—	4
ARC Gloucester (Existing)	—	3	—	3	—	3
ARC Gloucester (Under Construction)	—	5	—	5	—	5
Twin Cedars Assisted Living	—	10	10	10	—	10
Totals	496	567	210	731	244	975

Compliance mechanisms to satisfy the Township's 975-unit third round obligation include: 205 affordable units built and occupied in 100-percent affordable developments; 105 affordable units in two proposed 100-percent affordable housing developments; 28 affordable units in three built and occupied inclusionary

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

development sites and one approved, but unbuilt, inclusionary development; 358 affordable units in eight proposed inclusionary developments; 35 credits for existing alternative living arrangement units; and, 244 rental bonus credits.

8.3.1 — 100-Percent Affordable Developments (Built)

Appendix E of the August 5, 2020 HE&FSP contains sufficient documentation in support of the crediting claimed by the Township for prior and third round units in: the Deptford Park development; the Nancy J. Elkis Senior Housing development; the Housing Authority of Gloucester County scattered site units; the Conifer Village development; the Tanyard Oaks development; and the Habitat for Humanity units.

8.3.2 — Municipally Sponsored 100-Percent Affordable Developments (Proposed)

The Township's third round compliance plan includes two proposed 100-percent affordable projects, as detailed below:

- 1. Rowan College Special Needs:** The Township's third round plan includes 24 units and 24 rental bonus credits for the proposed construction of 24 special needs units on the southern portion of the Rowan College of South Jersey Campus. A four-way Memorandum of Understanding (MOU) with Gloucester County, the Housing Authority of Gloucester County (HAGC), Rowan College and the Township, which commits HAGC to build the 24 special needs units on the college-owned land, has been executed. The MOU, dated September 16, 2020, provides that, in the event that outside funding cannot be obtained for the project, any funding shortfall shall be provided by Gloucester County or the Gloucester County Improvement Authority. The Planning Board, in the August 5, 2020 HE&FSP, has determined the site to be available, approvable, developable and suitable per N.J.A.C. 5:93-1.3 and will meet the requirements governing municipally sponsored construction in N.J.A.C. 5:93-5.5. The MOU contains a project schedule, which has been incorporated into the October 13, 2020 Settlement Agreement with FSHC. The MOU and Settlement

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

Agreement provide that both a four-party agreement for the development of the site as proposed and pro-forma for the project shall be completed prior to the Fairness/Compliance Hearing on the Township's HE&FSP. The remainder of the schedule is keyed to the execution of the four-way agreement. This office has not received the four-party agreement or a project pro-forma. Until such time as these documents are forthcoming, the Township cannot claim crediting for the 48 units/credits claimed for this project. **(Condition 1)**.

2. **Donason Tract:** The Township purchased this property in 2014 using funds from its affordable housing trust fund. In December 2014, the Township Council directed the Planning Board to investigate the property to determine if it qualified as an area in need of redevelopment. After completion of its investigation and a public hearing the Planning Board recommended to the Township Council that the Donason Tract be deemed an area in need of redevelopment. The Township Council adopted the findings of the Planning Board and so designated the property by resolution. The Township's third round plan provides for construction of an eighty-one (81) unit age-restricted rental project on the site. The Planning Board in the August 5, 2020 HE&FSP has determined the site to be available, approvable, developable, suitable per N.J.A.C. 5:93-1.3 and will meet the requirements related to municipally sponsored construction in N.J.A.C. 5:93-5.5. Notwithstanding the Planning Board's findings, the site is currently not included in an approved sewer service area. Application to NJDEP for inclusion in the sewer service area has been made. The Settlement Agreement provides that, in the event there is a denial of the application for inclusion of the property in the sewer service area or at the end of two years following the entry of an Order granting final judgement in this matter, with no determination by NJDEP, the matter will be re-opened to determine

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

whether the site remains a realistic opportunity site or alternative site or sites need to be included to offset the shortfall. This provision of the Settlement Agreement should be made a condition of any forthcoming Order granting Repose and Compliance. **(Condition 2).**

The HE&FSP includes a project schedule matching the schedule for the project contained in the Settlement Agreement. The project schedule in the Settlement Agreement is keyed to the date of any forthcoming Order of approving the "fairness" of the Settlement Agreement. Adherence to the Donason Tract project schedule contained in the Settlement Agreement should be made a condition of any forthcoming Order of granting compliance and repose. **(Condition 3).**

In addition, as a condition of any forthcoming grant of compliance and repose, and in the event that sufficient low-income housing tax credit funding is not obtained for the project in two application cycles, the Township shall fund any shortfall. **(Condition 4).**

Subject to the conditions set forth above, the Township is entitled claim 81 units for the Donason Tract at this time toward its third round obligation.

8.3.3 — Inclusionary Sites (Built)

The Township claims a total of 14 units toward its third round obligation for units in the following completed inclusionary developments: Deptford Landing (4 units); Willow Ridge (4 units); Reserve at Willow Ridge (2 units); and JAS Homes/Tarpy Lane (4 units). Sufficient documentation of the eligibility for crediting of these units is provided in Appendix E of the HE&FSP and, therefore, the Township is entitled to 14 credits.

8.3.4 — Inclusionary Sites (Approved)

The Rizzuto Property has received preliminary subdivision approval for the construction of 67 age-restricted units, of which 14 semi-detached, single-family

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

units are to be set-aside as affordable units. The Township claims crediting for 14 age-restricted units in the 67-unit Rizzuto property inclusionary development.

The site is currently not included in an approved sewer service area. Application for inclusion in the sewer service area has been made to NJDEP. The Settlement Agreement provides that in the event there is a denial of the application for inclusion of the property in the sewer service area or at the end of two years following the entry of an Order granting final judgement in this matter with no determination by NJDEP, then the matter will be re-opened to determine whether the site remains a realistic opportunity site, or alternative site or sites need to be included to offset the shortfall. This provision of the Settlement Agreement should be made a condition of any forthcoming Order granting compliance and repose.

(Condition 5). The project represents a reasonable opportunity for the production of affordable housing and the Township is, therefore, entitled to claim 14 credits at this time toward its third round obligation.

8.3.5 — Inclusionary Sites (To be Rezoned/Redeveloped)

The Township's third round compliance plan includes eight proposed inclusionary developments to be rezoned or redeveloped yielding 358 units and 139 rental bonus credits. The individual inclusionary projects include the following:

1. **Deptford 15, LLC:** The Settlement Agreement and the Township's third round plan include the Deptford 15, LLC site as an inclusionary development site to be rezoned to permit multi-family dwellings at a gross density of 12 units per acre yielding 180 total multi-family units with a required minimum 15 percent affordable unit set-aside (i.e., 27 units). The HE&FSP indicates the site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. The Township, on October 19, 2020, adopted Ordinance O.16.20, which rezoned the property to permit development as proposed. The project provides a realistic opportunity to produce affordable housing as proposed,

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

thereby entitling the Township to claim 27 units at this time toward its third round obligation.

2. **Miller:** The Township's HE&FSP includes the Miller site as an inclusionary development site to be rezoned to permit townhouse development at a gross density of 6.0 dwelling units per acre with 108 total units at a required 20-percent affordable housing set-aside, thereby yielding 22 affordable units. The HE&FSP indicates the site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. The HE&FSP indicates the closest sanitary sewer is approximately 400 feet from the site. As a condition of any forthcoming grant of compliance and repose the Township should provide additional documentation as to the feasibility of providing sanitary sewer service to the site. **(Condition 6)**. The Miller site was rezoned on October 19, 2020 pursuant to Ordinance O.16.20. The permitted density and potential yield (i.e., 8.2 dwelling units per acre/148 units) and affordable housing set-aside (minimum of 15 percent for rental units) per Ordinance O.16.20 is not consistent with the HE&FSP; however, the potential number of affordable units to be generated by the site (i.e., 22) is consistent. At the time of the next amendment of the HE&FSP, the Township should eliminate the inconsistencies. **(Condition 7)**. Subject to satisfaction the conditions cited in this section, the Miller site could be deemed to provide a realistic opportunity for the development of affordable housing pursuant to Ordinance O.16.20 entitling the Township to claim 22 units toward its third round obligation.
3. **Haddonwood Remainder:** The Settlement Agreement and the HE&FSP include the Haddonwood Remainder site as an inclusionary development site to be rezoned to permit multi-family development with a total of 166 units with a required minimum affordable housing set-aside of 15 percent (i.e., 25 units). The HE&FSP indicates the site is available, approvable, developable

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

and suitable per N.J.A.C. 5:93-1.3. Ordinance O.16.20 rezoned the property to permit development as proposed. The project represents a realistic opportunity to produce affordable housing as proposed, thereby entitling the Township to claim 25 units at this time toward its third round obligation.

4. **NJTD Investment Group:** The HE&FSP includes the two NJTD Investment Group sites as an inclusionary development sites to be rezoned to permit multi-family dwellings at a gross density of six dwelling units per acre yielding 203 total units with a 20-percent affordable housing set-aside (i.e., 41 units). The HE&FSP indicates the site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. Ordinance O.16.20 rezoned the property to permit townhouse development at a density of 8.5 dwelling units per acre potentially yielding 274 units and 41 affordable units with a minimum 15-percent set-aside for rental units. At the time of the next amendment of the HE&FSP, the Township should eliminate the inconsistencies between the HE&FSP and the zoning of the property. **(Condition 8)**. The project represents a realistic opportunity to produce affordable housing as permitted pursuant to Ordinance O.16.20, thereby entitling the Township to claim 41 units toward its third round obligation.
5. **Local 360 United F&C:** The Settlement Agreement and the HE&FSP include the Local 360 United F&C site as an inclusionary development site to be rezoned to permit townhouse development at a gross density of six dwelling units per acre, thereby yielding 60 total units with a required minimum of 15 percent affordable housing set-aside (i.e., nine units). The HE&FSP indicates the site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. Ordinance O.16.20 rezoned the property permitting the development of the site as proposed. The project represents a realistic opportunity for the development of affordable housing as proposed, thereby entitling the Township to claim nine units toward its third round obligation.

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

6. **Lakes of Bankbridge and P&I Associates:** Glouco Approvals Group (Glouco), an Intervenor in this matter, is the owner of the Lakes of Bankbridge property. The Settlement Agreement and HE&FSP provide for the rezoning of the property to permit the development of 504 dwelling units, at a gross density of six dwelling units per acre, with a required affordable housing set-aside of 20 percent (i.e., 101 units), regardless of whether the affordable units are offered for sale or rent. The Township also seeks 57 rental bonus credits for 57 of the 101 family rental units to be constructed in the Lakes of Bankbridge property. P&I Associates, an affiliate of Glouco Approvals Group, is the owner of an additional inclusionary development site included in Settlement Agreement and HE&FSP. The HE&FSP provides for the rezoning of the property to permit 90 dwelling units at a gross density of nine dwelling units per acre, with a required 20-percent affordable unit set-aside (i.e., 18 units). The HE&FSP provides that the rezoning should permit the transfer of the 18 affordable units from the P&I site to the Lakes of Bankbridge site. The Lakes at Bankbridge site would include 119 total affordable units including: 57 multi-family rental units; 22 townhomes; and 40 stacked townhouses (n.b., 18 of which are transferred from the P&I site). The Township, on October 19, 2020, adopted Ordinance O.17.20, which rezoned the two properties permitting their development as proposed in the HE&FSP, including the transfer of the 18 affordable units from the P&I site to the Lakes at Bankbridge site. The HE&FSP concludes that both sites are available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. Notwithstanding this finding the HE&FSP indicated sanitary sewer service is currently not available at the P&I site. The Township should submit additional documentation as to the feasibility of sewer service to the P&I site. **(Condition 9).**

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

The Township seeks 57 rental bonus credits for the Lakes at Bankbridge project. The Township and Glouco have signed a MOU that provides in part that sufficient family rental units are to be developed on the Lakes at Bankbridge site to enable the Township to claim 57 rental bonus credits. The signed MOU does not at this time include the transfer of the P&I affordable units to the Lakes at Bankbridge site. Counsel for the Township and Glouco advise that the parties contemplate a settlement agreement. Such agreement should commit the developer of the Lakes at Bankbridge site to develop sufficient family rental units to allow the Township to claim at least 57 rental bonus credits, and provide a mechanism for P&I Associates, Glouco, and the Township to commit to the transfer of the 18 affordable units from the P&I site to the Lakes at Bankbridge site. Until such time as the issue of sanitary sewer availability issue at the P&I site (see **Condition 6**) is satisfactorily resolved, and an agreement committing to the transfer of the 18 affordable units from the P&I site to the Lakes at Bankbridge site and binding the parties to the other provisions of the prior MOU is provided, the Township is not entitled to claim the 18 credits for the P&I toward its third round obligation. **(Condition 10)**.

- 7. Five Points South:** The Settlement Agreement and the HE&FSP include the Five Points South project as an inclusionary development site providing for up to 575 units with a 20-percent affordable housing set-aside (i.e., 115 units). The Township claims an additional 82 rental bonus credits for rental units anticipated to be developed on the site. The Township and Benderson Development Group have negotiated modifications to the June 2014 Redevelopment Plan for the site incorporating these changes into the *Five Points South Redevelopment Plan, First Amendment*, adopted by the Township Council pursuant to Ordinance O.8.20 on May 18, 2020. The amended Five Points Redevelopment Plan is consistent with the Settlement Agreement and

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

HE&FSP as to the number of total units, affordable units and the anticipated number of family rental units. The HE&FSP indicates the Five Points South site is available, approvable, developable and suitable per N.J.A.C. 5:93-1.3. The FSHC Settlement Agreement and HE&FSP provide for the parties (viz., Township and Benderson) to enter into a Settlement Agreement, at a minimum, binding Benderson to offer the affordable units in the Five Point South development to be rental units. Counsel for Benderson advises that the parties have, in principle, reached such an agreement, however, until such time as the Settlement Agreement is finalized and executed, the Township has not perfected its claim to 82 rental bonus credits toward its third round obligation. **(Condition 11)**.

8.3.6 — Alternative Living Arrangements

The Township's HE&FSP includes five alternative living arrangement sites contributing units/credits toward satisfying its third round obligation. These facilities include the following:

1. **Alternative Living Arrangement Units (Completed):** The Township claims crediting for five existing group homes amounting to 20 credits, including: ARC Gloucester (one facility; three credits); Devereux Foundation (three facilities; 13 credits); and, Community Options (one facility; four credits). Appendix E of the HE&FSP contains sufficient documentation in support of the Township's claim of 20 credits for these existing group homes.
2. **Twin Cedars Assisted Living (Proposed):** The Township's third round plan includes a claim for crediting for a proposed 100-unit assisted living facility. The property received a use variance approval in 2018 permitting the expansion of an existing 37-unit assisted living facility to 100 beds. The approval is conditioned on the set-aside of ten beds within the facility for Medicaid-eligible residents. Sufficient documentation has been provided in

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

support of the Township's claim at this time for ten credits toward its third round obligation. I recommend that, as a condition of any forthcoming grant of compliance and repose, that the Township be required to address a ten-unit shortfall in its plan if construction of the 100-bed facility has not commenced within two years of the Order. **(Condition 12)**.

3. **ARC Gloucester (Under Construction):** The HE&FSP claims five credits for a five-bedroom medical group home, which is currently under construction/rehabilitation and expected to be completed in 2020. A letter of intent from the owner, ARC Gloucester, is sufficient to support the Township's claim for crediting of this facility.

8.3.7 — Rental Unit Requirement (Third Round)

The HE&FSP correctly calculates the minimum rental unit requirement pursuant to COAH rules to be 244 units for the third round. The Township's compliance plan provides 567 units in the third round satisfying this requirement.

8.3.8 — Family/Family Rental Units

The Township correctly calculates its third round family unit requirement to be 366 units. The third round compliance plan contains 496 family units to satisfy this requirement. The HE&FSP correctly calculates the minimum family rental requirement for the third round to be 122 units and the compliance plan includes 322 family rental units. The Township's compliance plan meets the minimum family and family rental unit requirements.

8.3.9 — Low- and Moderate-Income Split, Very-Low Income Requirements

The HE&FSP correctly calculates the minimum low-income unit requirement to be 488 units. The third round compliance plan provides 574 low-income units, which exceeds this requirement.

The HE&FSP correctly calculates the minimum very low-income unit requirement to be 85 units. The Settlement Agreement provides that a minimum of 50 percent of

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

the very-low-income units (i.e., 43 units) be available to families. The third round compliance plan provides a total of 133 very low-income units, a minimum of 87 of which are to be very low-income family rental units. This requirement is met.

8.3.10 — Age-Restricted Unit Cap

The Township's HE&FSP correctly calculates the Township's third round age-restricted cap as 243 units, and the third round compliance plan includes 210 units. The Township's compliance plan meets the maximum age-restricted units cap.

8.3.11 — Rental Bonus Credits Cap

The HE&FSP correctly calculates the maximum number of third round rental units for which rental bonus credits may be claimed pursuant to COAH rules to be 244 units. The Township claims 244 rental bonus credits in its third round compliance plan. This is consistent with COAH rules.

9 — Other HE&FSP Requirements**9.1 — Spending Plan**

Appendix P of the HE&FSP contains a document entitled *Spending Plan of the Housing Element and Fair Share Plan, Deptford Township, August 5, 2020*. The submitted Spending Plan is consistent with the HE&FSP and COAH rules as to form and content. Appendix C contains a copy of the resolution of the Township Council endorsing the HE&FSP and approving the Spending Plan.

9.2 — Affirmative Marketing Plan and Affordable Housing Ordinance**Amendments**

Appendix O of the adopted HE&FSP contains the Township's Affirmative Marketing Plan, which was adopted by the Township Council on September 14, 2020. The Affirmative Marketing Plan is acceptable as to form and content.

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

Appendix O of the HE&FSP includes a copy of Ordinance O.13.20, adopted by the Township Council on October 19, 2020 amending the Township's affordable housing ordinances consistent with the Settlement Agreement.

9.3 — Reporting and Monitoring Requirements

The Township is reminded of the monitoring and reporting requirements set forth in sections 21 and 22 of the Settlement Agreement, and it is recommended that compliance with these requirements be made a condition of any forthcoming grant of Repose and Compliance. **(Condition 13)**.

10 — Conclusions and Recommendations

The Township and FSHC seek the Court's approval of the Settlement Agreement, and either a Judgment of Compliance and Repose or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA" as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015).

Based upon the fairness analysis set forth in Section 7 of this report, I am of the opinion that the Settlement Agreement in this matter, to the maximum extent practicable, is fair and reasonably protects the interests of low- and moderate-income households and recommend that the Court approve same.

Similarly, I am of the opinion that the Township's affordable housing obligation and compliance plan mechanisms for the period from 1987 through 2025, as set forth in the Settlement Agreement and the Township's HE&FSP, **provided that conditions 1, 10 and 11 as set forth herein can be satisfied without substantive changes to the compliance plan**, are fair and reasonably protect the interests of low- and moderate-income households, and provide a realistic opportunity for the production of affordable housing as proposed. Therefore, I recommend that the Court preliminarily grant approval of the compliance mechanisms in the HE&FSP,

Master's Report: Fairness/Compliance Hearing

*In the Matter of Township of Deptford, County of Gloucester,
Docket No. GLO-L-0929-15*

December 31, 2020

subject to the Court's approval by way of a final compliance determination within 60 days of the approval of the Order approving the Settlement Agreement. Should satisfaction of conditions 1, 10 and 11 either not be satisfactorily resolved within the 60-day period or necessitate substantive changes to the Township's compliance plan, the Court may wish to reopen this matter, including the holding of an additional fairness and/or compliance hearing.

EXHIBIT C

JDM Planning Associates, LLC

614 Harbor Road
Brick, NJ 08724

(732) 864-6369
jmaczuga@jdmplanning.com

February 27, 2021

Honorable Robert P. Becker, Jr., P.J. Ch.
Superior Court of New Jersey
Gloucester County Justice Complex
70 Hunter Street
Woodbury, NJ 08096

RE: Updated Master's Report
In the Matter of Township of Deptford, County of Gloucester
Docket No.: GLO-L-929-15

Dear Judge Becker:

As Your Honor is aware, the Fairness/Compliance Hearing in the above captioned matter was opened on January 7, 2021. A number of exhibits were identified and admitted into evidence at that time. As a result of the objection filed by MiPro Homes, LLC on January 4, 2021, the Fairness/Compliance Hearing was adjourned. Your Honor's January 21, 2021 Order continued the Fairness/Compliance Hearing to March 17, 2021 and further provided as follows:

1. The period for filing objections was closed as of January 7, 2021;
2. The Township had until January 26, 2021 to respond to the MiPro Homes, LLC objection;
3. The parties reserved the right to comment or object to the Glouco/Bankbridge MOU, the Benderson Settlement Agreement, and the Housing Authority/Rowan College MOU;
4. The Township had until February 19, 2021 to make any additional submissions; and,
5. The Special Master shall issue a revised Special Master Report by March 5, 2021.

Per the January 21, 2021 Order, the Township submitted a letter/report, which was dated January 26, 2021 and prepared by Brian Slaugh, PP, AICP, Township Planner, in response to the MiPro Homes, LLC objection.

Per the January 21, 2021 Order, by letter dated February 18, 2021 and prepared by Brian Slaugh, PP, AICP, the Township addressed the recommended conditions set forth in my

JDM Planning Associates, LLC

December 31, 2020 Master's Report. Per a February 19, 2021 letter to the Court from Albert Marmero, Esq., Counsel for Deptford Township, signed copies of the following documents were also submitted: First Amended Settlement Agreement — Benderson; Memorandum of Understanding for Settlement — EIL Investments, LP (Glouco/Bankbridge and P&I Associates); and, Memorandum of Understanding—Gloucester County and Rowan College of South Jersey.

My December 31, 2020 Master's Report, which was prepared prior to the MiPro Homes, LLC objection that was filed on January 4, 2021, concluded that the Settlement Agreement between the Fair Share Housing Center (FSHC) and the Township is fair and reasonably protects the interests of low- and moderate-income households in the region and, therefore, the Court should approve same. My report further concluded that the affordable housing obligation and compliance mechanisms set forth in the Settlement Agreement and the Township's August 5, 2020 Housing Element and Fair Share Plan (HE&FSP) are, likewise, fair and reasonably protect the interests of low- and moderate-income households and provide a realistic opportunity for the production of affordable housing as proposed, provided that the 13 conditions recommended in my December 21, 2020 Master's Report can be satisfactorily addressed.

The purpose of this updated report is twofold: 1) it is intended to provide comment for the Court's consideration related to the MiPro Homes, LLC (MiPro) objection and Township's response thereto; and, 2) it is intended to update the Court on the status of the Township's efforts in addressing the 13 recommended conditions set forth in my December 31, 2020 Master's Report that have occurred since it was originally prepared.

MiPro Homes, LLC Objection

MiPro's objections are set forth in a letter to Your Honor dated January 4, 2021 from Counsel for MiPro, Richard J. Hoff Jr., Esq. MiPro believes "...that the inclusionary rezoning of the MiPro property is in the interests of low- and moderate-[income] households and should be required in lieu of other proposals set forth in the Settlement Agreement." The "other proposals" cited in the objection include: the Donason Tract; the Deptford 15, LLC site; the Miller site; the Haddonfield Remainder site; the NJTD Investment Group site; and, the Local 360 United F&C site.

MiPro claims the Donason Tract is "...not presently realistic and will not likely be developed in the third round" based upon: the long history of the site as part of the Township's HE&FSP, which has neither resulted in construction nor is likely to occur in the near future; a claim that the environmental limitations of the site have not been fully established so as to conclude the site represents a realistic opportunity for the production of affordable housing as proposed; a

JDM Planning Associates, LLC

claim that the provisions of the Settlement Agreement tying the development schedule to the New Jersey Department of Environmental Protection's (NJDEP's) pending approval of an amended sewer service area to include the Donason Tract would potentially permit the development schedule for the project to be pushed beyond the end of the Third Round in 2025; and, a claim that, although the Township "suggests" that it stands ready to fund the 100-percent affordable Donason Tract Project, the Settlement Agreement anticipates the project to be funded through the award of credits, and thus, until such time as "the Court can determine whether such tax credits are likely and, if not, whether the Township's spending plan is adequate to address the costs associated with proposed, substantial eighty-one (81) unit project", the financial feasibility of the project can not be determined.

MiPro further claims that, prior to the approval of the Settlement Agreement, the Township should produce evidence that the owners of the Deptford 15, Miller, Haddonwood Remainder, NJTD Investment Group, and Local 360 United F&C sites, all of which were rezoned by the Township for inclusionary development pursuant to the Settlement Agreement and the HE&FSP, "...are agreeable to the inclusionary rezoning of their respective properties and what intentions they have relative to such inclusionary development prior to 2025."

Mr. Hoff concludes the MiPro objection by maintaining that the "...Settlement Agreement can not [sic] currently be approved until additional information is provided. Alternatively, should the Court determine to approve the Agreement, additional conditions, consistent with the above should be imposed to ensure the Township presents a realistic opportunity for the production of its entire Third Round Mount Laurel obligation during the Third Round."

The Township's response to the MiPro objections is set forth in a letter/report addressed to Albert Marmero, Esq., Counsel for Deptford Township, which was dated January 26, 2021 and prepared by Brian Slauch, PP, AICP, Township Planner. After review of the MiPro objections and the Township's response, I offer the comments below.

While the fact that the Donason Tract is not currently in an approved sewer service area and the wastewater management plan amendment process to include the site was commenced in 2017 without resolution to date, is not to be minimized. However, there does not appear to be any indication that the delay in approval of the wastewater plan amendment is the result of any "foot dragging" by the Township or any of its entities, or that an amendment to include the Donason Tract may not ultimately be approved by NJDEP. The Township has taken significant steps toward development of the site as proposed, including: purchasing the property outright after due diligent review of the environmental limitations of the site; designation of the

JDM Planning Associates, LLC

property as an area in need of redevelopment; and, adoption of a resolution of intent to bond for the funding of the project, should tax credit funding not be available.

As to the five inclusionary zoning sites, MiPro claims the owners of the properties should have given their affirmative consent and a timetable for development prior to 2025. I am not aware of any such requirement or precedent in the Mount Laurel doctrine or COAH rules. The Township claims that sufficient compensatory benefit is provided to support the rezoning for inclusionary development. The Township Planner and Township Counsel advise that no objections were made by the owners of any of the five sites at the public hearing for the adoption of the HE&FSP or to the adoption of the ordinance rezoning the properties as inclusionary development sites.

Based upon the foregoing, I am of the opinion that none of the objections put forth by MiPro as to the Donason Tract rise to the level where approval of the Settlement Agreement should be withheld pending the development and submission of further information or obtaining the consent of owners of the five inclusionary zoned properties and a development schedule for their properties prior to the end of the Third Round as sought by MiPro.

Update of Recommendations and Recommended Conditions

My December 31, 2020 Master's Report contained a fairness analysis of the Settlement Agreement and concluded that the Settlement Agreement, to the maximum extent practicable, is fair and reasonably protects the interests of low- and moderate-income households and recommended the Court approve same. My analysis of the MiPro objection and the Township's response to same does not alter that conclusion or recommendation.

The December 31, 2020 Master's Report also opined that the Township's affordable housing obligation and compliance mechanisms for the period 1987 through 2025, as set forth in the Settlement Agreement and the Township's HE&FSP, subject to satisfaction of a number of conditions, are fair and reasonably protect the interests of low- and moderate-income households and provide a realistic opportunity for the production of affordable housing, as proposed. The Master's Report listed 13 conditions. Subsequent to the December 31, 2020 Master's Report and the initial Fairness/Compliance Hearing on January 7, 2021, the Township has submitted additional documents and information addressing these conditions. The following update of the status of the recommended conditions is provided:

JDM Planning Associates, LLC

Condition 1

Condition 1 required the submission of executed four-party redevelopment agreement and pro forma for the Rowan College Special Needs project. The Township has submitted a pro forma for the project and a fully executed Memorandum of Understanding between the four parties (viz.: County of Gloucester; Deptford Township; Housing Authority of Gloucester County; and, Rowan College of South Jersey). The Township's January 26, 2021 submission requests that the submission of the four-party redevelopment agreement be made a condition of any forthcoming Judgement of Repose and Compliance, to be satisfied within 120 days of such Order. I recommend that the Court accept the Township's request and that this be made **Condition 1** of any forthcoming grant of repose and compliance.

Condition 2

As it relates to the Donason Tract, the Settlement Agreement provides that in the event there is a denial of the application for the inclusion of the property in the sewer service area by NJDEP, or at the end of two years following the entry of an Order granting final judgement, with no determination by NJDEP, the matter will be reopened to determine whether the site remains a realistic opportunity site, or an alternative site or alternative sites need to be included to offset any shortfall. The Township indicates in its response to the MiPro objection that the amendment to the wastewater management plan was submitted to NJDEP on September 11, 2020. Noting the MiPro objection, I recommend that the 2-year tolling period for the NJDEP determination begin on September 11, 2020 (i.e., the date on which the wastewater management plan amendment application submitted), rather than the date of entry of an Order granting final judgement in this matter. **Condition 2.**

Condition 3

No change.

Condition 4

No change. However, it is noted that the Township has adopted a resolution of intent to bond in the event tax credit funding is not forthcoming.

Condition 5

Consistent with Condition 2, I recommend the 2-year tolling period for the NJDEP determination for the Rizutto site commence on September 11, 2020.

JDM Planning Associates, LLC

Condition 6

Satisfied.

Condition 7

No change.

Condition 8

No change.

Condition 9

Satisfied.

Condition 10

Satisfied, subject to execution of developer agreement with the Township.

Condition 11

Satisfied.

Condition 12

No change.

Condition 13

No change.

Please note that where dates, schedules or requirements set forth in the conditions as detailed herein and the December 31, 2020 Master's Report differ from the Settlement Agreement, the conditions approved by the Court shall supersede.

Summary

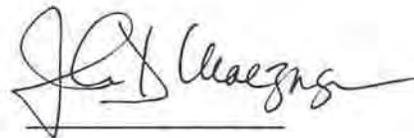
In summary of the findings and recommendations of this updated Master's Report, I am of the opinion that none of the objections raised in the objection filed by MiPro on January 4, 2021 rise to the level where approval of the Settlement Agreement should be withheld pending submission of further information as sought by MiPro. My analysis of the MiPro objection, and the Township's response thereto, does alter my conclusion and recommendation in my December 31, 2020 Master's Report that the Settlement, to the maximum extent practicable, is fair and reasonably protects the interests of low- and moderate-income households and should, consequently, be approved by the Court.

JDM Planning Associates, LLC

Similarly, I am of the opinion that the affordable housing obligation and compliance mechanisms for the period 1987 through 2025, as set forth in the Settlement Agreement and adopted HE&FSP, upon satisfaction and/or compliance with the conditions set forth in my December 31, 2020 Master's Report, and as updated and/or revised herein, are fair and reasonably protect the interests of low- and moderate-income households and, therefore, provide a realistic opportunity for the production of affordable housing as proposed. I further recommend that the Court approve the Settlement Agreement and grant the Township a conditional judgement of compliance and repose.

I am available to answer questions related to my report ahead of the March 17, 2021 continuation of the Fairness/Compliance Hearing in this matter.

Very truly yours,



John D. Maczuga, PP
Special Master

cc: Albert K. Marmero, Esq. (via email only)
Adam Gordon, Esq. (via email only)
Richard Hoff, Esq. (via email only)
Henry Kent Smith, Esq. (via email only)
Cheryl-Lynn Walters, Esq. (via email only)
Brian Slauch, PP, AICP (via email only)



Marmero Law, LLC

A New Jersey Limited Liability Company

ATTORNEYS AT LAW

44 Euclid Street

Woodbury, NJ 08096

Tel: (856) 848-6440

Fax: (856) 848-5002

www.marmerolaw.com

April 21, 2021

Via eCourts:

Honorable Robert P. Becker, Jr., P.J. Ch.
Gloucester County Justice Complex
70 Hunter Street
Woodbury, NJ 08096

RE: IMO The Application of the Township of Deptford, County of Gloucester
Docket No.: GLO-L-929-15

Dear Judge Becker,

As Your Honor is aware this firm represents the Township of Deptford in the above captioned matter. Please accept this correspondence to submit the enclosed Order for Declaratory Judgment of Compliance and Repose for the Third Round and exhibits under the Five-Day Rule.

If Your Honor has any questions or concerns, please contact me at my office. Thank you.

Respectfully Submitted,
MARMERO LAW, LLC

/s/ Albert K. Marmero

Albert K. Marmero
Counsel for Deptford Township

Cc: All Parties via eCourts
John D. Maczuga, Special Master via email

Additional Offices

Vineland - Mount Holly - Tinton Falls



B. FOURTH ROUND RESOLUTION,
DECLARATORY JUDGMENT FILING,
ORDER ESTABLISHING OBLIGATION,
FSHC MEDIATION AGREEMENT,
RESOLUTIONS OF ADOPTION AND
ENDORSEMENT

FILED

April 28, 2025

Hon. Robert G. Malestein, P.J.Ch.

The Hon. ROBERT G. MALESTEIN, P.J.Ch.

Superior Court of New Jersey
Law Division – Civil Part
GLOUCESTER COUNTY
Gloucester County Courthouse
1 N. Broad Street
Woodbury, New Jersey 08096

PREPARED BY THE COURT:

**IN THE MATTER OF THE
DECLARATORY JUDGMENT
ACTION OF THE TWP OF
DEPTFORD, GLOUCESTER
COUNTY PURSUANT TO P.L.
2024, CHAPTER 2**

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – CIVIL PART
GLOUCESTER COUNTY
DOCKET NO. GLO-L-128-25

Civil Action

Mt. Laurel Program

**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 28, 2025 (“DJ Complaint”) by the Petitioner, TOWNSHIP of DEPTFORD (“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”);

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 87 affordable units, and its “**prospective need**” obligation of the Petitioner has been calculated and reported as 398 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 28th day of **APRIL 2025 ORDERED AND ADJUDGED** as follows:

1. That the “present need” obligation of the Municipality, be, and hereby is fixed as 87 affordable units for the Fourth Round housing cycle.

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

2. That the “prospective need” obligation of the Municipality, be, and hereby is fixed as 398 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 any and all “challenges” to the Petitioner’s housing element and fair share plan as adopted pursuant to Paragraph 3 above must be filed by August 31, 2025, by way of Answer/Objection filed in the eCourts case jacket for this Docket No. #**GLO-L-128-25**, and as provided for and in accordance with Section III.B of Directive #14-24; and

IT IS FURTHER ORDERED, that a copy of this Order shall be deemed served on the Petitioner, Petitioner’s counsel and the Program Chair upon its posting by the Court to the eCourts case jacket for this matter pursuant to R. 1:5-1(a) and R. 1:32-2A.

SO ORDERED:

Robert G. Malestein, P.J.Ch.

HON. ROBERT G. MALESTEIN, P.J.Ch.
Designated Mt. Laurel Judge – Vicinage 15

(X) Uncontested.

R.68.25

**RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF
GLOUCESTER, STATE OF NEW JERSEY, COMMITTING TO ROUND 4
PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING
OBLIGATIONS**

WHEREAS, the Township has a demonstrated history of voluntary compliance as evidenced by its Round 3 record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 7, 2015, the Township of Deptford (hereinafter “Deptford” or the “Township”) filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), to be amended as necessary, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine,” and

WHEREAS, that culminated in a Court-approved Housing Element and Fair Share Plan and a Final Judgment of Compliance and Repose, which precludes builder’s remedy lawsuits until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 (hereinafter “A4” or “Amended FHA”); and

WHEREAS, A4 calculates the size of the regional affordable housing need as follows “projected household change for a 10-year round in a region shall be estimated by establishing the household change experienced in the region between the most recent federal decennial census, and the second-most recent federal decennial census. This household change, if positive, shall be divided by 2.5 to estimate the number of low- and moderate-income homes needed to address low- and moderate-income household change in the region, and to determine the regional prospective need for a 10-year round of low- and moderate-income housing obligations...”; and

WHEREAS, this means that the regional need equates to 40% of regional household growth; and

WHEREAS, the 1985 version of the Fair Housing Act and A4 both prohibit a result that would compel a municipality to spend its own money on compliance; and

WHEREAS, the theory which permits a municipality to meet its obligations without municipal subsidy is zoning for “inclusionary zoning”; and

WHEREAS, inclusionary zoning most typically requires a 15% or 20% set aside; and

WHEREAS, it is not clear how a regional need predicated upon 40% of anticipated growth can be met with 15-20% set asides and without municipal subsidy; and

WHEREAS, this is exacerbated by the fact that certain other municipalities in the region have an allocation of 0% of the prospective need (new construction obligation), irrespective of the growth in that particular municipality; and

WHEREAS, A4 yields a statewide new construction obligation of over 8,400 affordable units per year; and

WHEREAS, this is a substantially higher annual number than was imposed by COAH in the “Prior Round” or any iteration of its Round 3 regulations; and

WHEREAS, A4 determines the size of the regional need, but does not calculate allocation of the need to individual municipalities; and

WHEREAS, instead, A4 required the Department of Community Affairs (“DCA”) to produce non-binding estimates of need on or before October 20, 2024, which it did provide on October 18, 2024 (“DCA Report”); and

WHEREAS, the DCA Report calculates the Township’s Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 87 units and a Prospective Need or New Construction Obligation of 398 units; and

WHEREAS, A4 further provides that, irrespective of the DCA’s calculation, municipalities are to determine “present and prospective fair share obligation(s)...by binding resolution no later than January 31, 2025”; and

WHEREAS, this resolution satisfies the requirements of A4 by accepting the DCA estimate of need as described in the DCA Report; and

WHEREAS, Section 3 of A4 provides that: “the municipality’s determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7” of A4; and

WHEREAS, Township’s calculation of need is entitled to a “presumption of validity” because it complies with Sections 6 and 7 of A4; and

WHEREAS, the Township specifically reserves the right to adjust those numbers based on one or any of the foregoing adjustments: 1) a existing conditions survey or similar survey which accounts for a lower estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sewer or lack of water); and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations; and

WHEREAS, in addition to the foregoing, the Township specifically reserves all rights to revoke or amend this resolution and commitment, as may be necessary, in the event of a successful challenge to A4 in the context of the Montvale case (MER-L-1778-24), any other such action challenging A4, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of A4; and

WHEREAS, in addition to the foregoing, the Township reserves the right to take a position that its Round 4 Present or Prospective Need Obligations are lower than described herein in the event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

WHEREAS, in light of the above, the Mayor and Council finds that it is in the best interest of Township to declare its obligations in accordance with this binding resolution and in accordance with the Act and

WHEREAS, in addition to the above, the Acting Administrative Director issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the Act shall file an action in the form of a declaratory judgment complaint “. . . within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner”; and

WHEREAS, nothing in this Resolution shall be interpreted as an acknowledgment of the legal validity of the AOC Directive and the Township reserves any and all rights and remedies in relation to the AOC Directive; and

WHEREAS, the Township seeks a certification of compliance with the Act and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution; and

NOW, THEREFORE BE IT RESOLVED, on this 27th day of January, by the Council of the Township of Deptford, Gloucester County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this resolution.
2. The Mayor and Council hereby commit to the DCA Round 4 Present Need Obligation of 87 units and the Round 4 Prospective Need Obligation of 398 units as described in this resolution subject to all reservations of rights, which specifically include:
 - a) The right to adjust the number based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof;
 - b) As described in the WHEREAS section, all rights to revoke or amend this resolution in the event of a successful legal challenge, or legislative change, to A4;
 - c) All rights to take any contrary position in the event of a third party challenge to the obligations.
3. The Township hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint within 48 hours after adoption this resolution attaching this resolution.
4. The Township hereby directs its Affordable Housing Counsel to file this Resolution with the “Program” pursuant to the requirements on A4.

5. The Township hereby directs that this Resolution be published on the municipal website within 48 hours of its passage, pursuant to A4.

6. This resolution shall take effect immediately, according to law.

ATTEST:

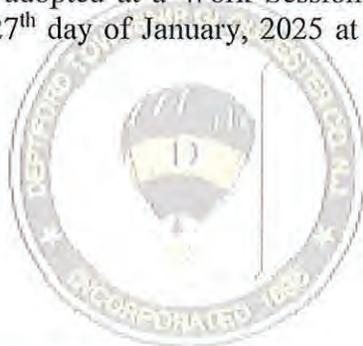
Township of Deptford


Christine Helder, RMC, Deputy Township Clerk


Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Work Session Meeting of Township Council of the Township of Deptford held on the 27th day of January, 2025 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.



RECORD OF VOTE – Resolution R.68.25				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			


Christine Helder, RMC, Deputy Township Clerk

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
(732) 612-3100

By: Michael J. Edwards: mje@surenian.com (Attorney ID: 032112012)
Attorneys for Declaratory Plaintiff, Township of Deptford

**IN THE MATTER OF THE
APPLICATION OF THE TOWNSHIP OF
DEPTFORD, COUNTY OF
GLOUCESTER, STATE OF NEW JERSEY**

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: GLOUCESTER COUNTY**

DOCKET NO.: GLO-L-____

CIVIL ACTION
AFFORDABLE HOUSING
PER DIRECTIVE # 14-24

**COMPLAINT FOR DECLARATORY
RELIEF PURSUANT TO
DIRECTIVE# 14-24**

Declaratory Plaintiff, the Township of Deptford, County of Gloucester, State of New Jersey (hereinafter, “Deptford” or the “Township”), a municipal corporation of the State of New Jersey, with principal offices located at 1011 Cooper Street, Deptford, NJ 08096, by way of this Declaratory Judgment Action (“DJ Action”) as authorized under Directive # 14-24 of the Administrative Office of the Courts, alleges and says:

Background

1. The Township of Deptford is a municipal corporation of the State of New Jersey.
2. The Planning Board of the Township of Deptford (hereinafter, “Planning Board”) is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., (“MLUL”), and, among other duties and obligations, is responsible for adopting the Housing Element and Fair Share Plan (“HEFSP”) of Deptford’s Master Plan.
3. Through this DJ Action, Deptford seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the Affordable

Housing Alternative Dispute Resolution Program (the “Program”) pursuant to P.L. 2024, c.2 (hereinafter, the “Act”) and the Court, pursuant to Directive # 14-24; (b) to have the Program and the Court approve the Township of Deptford’s Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the Township, attached hereto as **Exhibit 1**; (c) to have the Program and the Court approve a HEFSP to be adopted by the Planning Board and endorsed by the Council and issue a conditional or unconditional “Compliance Certification” pursuant to the Act or other similar declaration; (d) to the extent it is not automatically granted pursuant to the Act, through the filing of this DJ Action and binding resolution, to have the Program and the Court confirm Deptford’s immunity from all exclusionary zoning litigation , including builder’s remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of Fourth Round, i.e., through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the Township receive and obtain all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

COUNT I

ESTABLISHMENT OF JURISDICTION UNDER P.L.2024, C. 2

4. The Township of Deptford repeats and realleges each and every allegation as set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

5. The Act represents a major revision of the Fair Housing Act of 1985, N.J.S.A. 52:27D-301 *et seq.*

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, “COAH”), and replaced it with seven retired, on recall judges designated as the

Program. Among other things, the Act authorized the Director of the Administrative Office of the Courts, (hereinafter, respectively, “Director” and “AOC”) to create a framework to process applications for a compliance certification.

7. On or about December 13, 2024, the Director issued Directive # 14-24, which among other things, required municipalities seeking compliance certification to file an action in the form of a declaratory judgment complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality’s adoption of a binding resolution as authorized under the Act and attach a copy of said binding resolution to the DJ Action.

8. Deptford adopted a binding resolution establishing its present and prospective affordable housing obligations within the statutory window of time set forth in the Act and in accordance with the methodology and formula set forth in the Act, a certified copy of which resolution is attached to this DJ Action as **Exhibit 1**.

9. Based on the foregoing, Deptford has established the jurisdiction of the Program and the Court in regard to this DJ Action for a compliance certification as set forth hereinafter.

WHEREFORE, the Township of Deptford seeks a declaratory judgment for the following relief:

- a. Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
- b. Declaring the present and prospective affordable housing obligations of the Township under the Act;
- c. Declaring the approval of the Township’s HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Township Council, including,

as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

- d. Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Deptford for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT II

DETERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE TOWNSHIP OF DEPTFORD

10. Deptford repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

11. The Act adopted the methodology to calculate every municipality’s present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond. The Act directed the Department of Community Affairs (“DCA”) to apply the methodology and to render a non-binding calculation of each municipality’s present and prospective affordable housing obligations to be contained in a report to be issued not later than October 20, 2024.

12. The DCA issued its report on October 18, 2024.¹

13. Pursuant to the October 18, 2024 report, the DCA calculated Deptford’s present and prospective affordable housing obligations as follows:

PRESENT NEED (REHABILITATION OBLIGATION)	FOURTH ROUND PROSPECTIVE NEED OBLIGATION (2025-2035)
87	398

14. Pursuant to the Act, a municipality desiring to participate in the Program is obligated to adopt a “binding resolution” determining its present and prospective affordable housing obligations to which it will commit based upon the methodology set forth in the Act.

15. Deptford adopted a binding resolution, a copy of which resolution is attached hereto and made a part hereof as Exhibit 1 to this DJ Action.

16. The binding resolution maintains that the Present (“Rehabilitation”) Need obligation of Deptford is 87 and its Prospective Need obligation is 398.

17. Deptford seeks the approval of and confirmation by the Program and the Court of the Present and Prospective affordable housing obligations as set forth in the binding resolution

¹ The report may be found here: https://www.nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf

attached hereto and made a part hereof as **Exhibit 1** or the adjustment of those obligations consistent with the Act and the applicable COAH regulations.

18. Pursuant to the binding resolution, the Township of Deptford reserves all rights to amend its affordable housing obligations in the event of a successful legal challenge, or legislative change, to the Act.

19. Pursuant to the binding resolution, Deptford specifically reserves the right to seek and obtain 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or 3) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 4) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 5) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 6) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the Township of Deptford seeks a declaratory judgment for the following relief:

- a.** Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
- b.** Declaring the present and prospective affordable housing obligations of Deptford under the Act;
- c.** Declaring the approval of Deptford's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant,

developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

- d.** Declaring that the Township continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e.** Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to Deptford for the period beginning July 1, 2025 and ending June 30, 2035; and
- f.** Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT III

HOUSING ELEMENT AND FAIR SHARE PLAN

20. The Township of Deptford repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

21. Pursuant to the Act, a Housing Element and Fair Share Plan (hereinafter, (“HEFSP”)) must be prepared adopted by the Planning Board and endorsed, by June 30, 2025.

22. Deptford hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, 1) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 2) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or 3) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 4) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 5) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 6) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the Township of Deptford seeks a declaratory judgment for the following relief:

- a.** Declaring that Deptford has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
- b.** Declaring the present and prospective affordable housing obligations of Deptford under the Act;
- c.** Declaring the approval of Deptford's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as

applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

- d.** Declaring that the Township of Deptford continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e.** Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the Township of Deptford for the period beginning July 1, 2025 and ending June 30, 2035; and
- f.** Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

COUNT IV

CONFIRMATION OF IMMUNITY

23. The Township of Deptford repeats and realleges each and every allegation set forth in the previous paragraphs of this declaratory judgment complaint as if set forth herein in full.

24. Pursuant to the Act, a municipality that complies with the deadlines in the Act for both determining present and prospective affordable housing obligations affordable housing obligations and for adopting an appropriate HEFSP shall have immunity from exclusionary zoning litigation.

25. The Township of Deptford has met the deadline for the adoption and filing of its binding resolution (and the filing of this DJ Action in accordance with Directive # 14-24) not later

than January 31, 2025 by adopting the binding resolution attached to this DJ Action as Exhibit 1, and has committed to the adoption of its HEFSP by the June 30, 2025.

26. Without waiving any judicial immunity from exclusionary zoning litigation that Deptford possesses as a result of any applicable Judgment of Compliance and Repose entered in favor of the Township in Round 3, Deptford has qualified for continued immunity under the Act while pursuing its certification of compliance in the instant matter.

WHEREFORE, the Township of Deptford seeks a declaratory judgment for the following relief:

- a.** Declaring that the Township has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as Exhibit 1 to this DJ Action or to adjust such determination consistent with the Act;
- b.** Declaring the present and prospective affordable housing obligations of Deptford under the Act;
- c.** Declaring the approval of Deptford's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (ii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); and/or (iii) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (iv) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (v) an adjustment based upon any ruling in litigation involving affordable housing

obligations; and (vi) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

- d. Declaring that Deptford continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;
- e. Declaring and issuing compliance certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to Deptford for the period beginning July 1, 2025 and ending June 30, 2035; and
- f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and applicable COAH regulations.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Deptford

Michael J. Edwards

By: _____
 Michael J. Edwards, Esq.

Dated: January 28, 2025

CERTIFICATION PURSUANT TO R. 4:5-1

Michael J. Edwards, Esq., of full age, hereby certifies as follows:

1. I am a member of the Firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for declaratory plaintiff, Township of Deptford.
2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject

and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.

- 3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

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

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Deptford

Michael J. Edwards

By: _____
Michael J. Edwards, Esq.

Dated: January 28, 2025

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Michael J. Edwards, Esq., attorney for the Declaratory Plaintiff, Township of Deptford is designated as trial counsel in the above captioned matter.

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Deptford

Michael J. Edwards

By: _____
Michael J. Edwards, Esq.

Dated: January 28, 2025

CERTIFICATION PURSUANT TO R. 1:38-7(b)

Michael J. Edwards, Esq., of full age, hereby certifies as follows:

1. I am a member of the firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for Declaratory Plaintiff, Township of Deptford.
2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

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

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Attorneys for the Declaratory Plaintiff
Township of Deptford

Michael J. Edwards

By: _____
Michael J. Edwards, Esq.

Dated: January 28, 2025

R.68.25

**RESOLUTION OF THE TOWNSHIP OF DEPTFORD, COUNTY OF
GLOUCESTER, STATE OF NEW JERSEY, COMMITTING TO ROUND 4
PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING
OBLIGATIONS**

WHEREAS, the Township has a demonstrated history of voluntary compliance as evidenced by its Round 3 record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 7, 2015, the Township of Deptford (hereinafter “Deptford” or the “Township”) filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), to be amended as necessary, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine,” and

WHEREAS, that culminated in a Court-approved Housing Element and Fair Share Plan and a Final Judgment of Compliance and Repose, which precludes builder’s remedy lawsuits until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2 (hereinafter “A4” or “Amended FHA”); and

WHEREAS, A4 calculates the size of the regional affordable housing need as follows “projected household change for a 10-year round in a region shall be estimated by establishing the household change experienced in the region between the most recent federal decennial census, and the second-most recent federal decennial census. This household change, if positive, shall be divided by 2.5 to estimate the number of low- and moderate-income homes needed to address low- and moderate-income household change in the region, and to determine the regional prospective need for a 10-year round of low- and moderate-income housing obligations...”; and

WHEREAS, this means that the regional need equates to 40% of regional household growth; and

WHEREAS, the 1985 version of the Fair Housing Act and A4 both prohibit a result that would compel a municipality to spend its own money on compliance; and

WHEREAS, the theory which permits a municipality to meet its obligations without municipal subsidy is zoning for “inclusionary zoning”; and

WHEREAS, inclusionary zoning most typically requires a 15% or 20% set aside; and

WHEREAS, it is not clear how a regional need predicated upon 40% of anticipated growth can be met with 15-20% set asides and without municipal subsidy; and

WHEREAS, this is exacerbated by the fact that certain other municipalities in the region have an allocation of 0% of the prospective need (new construction obligation), irrespective of the growth in that particular municipality; and

WHEREAS, A4 yields a statewide new construction obligation of over 8,400 affordable units per year; and

WHEREAS, this is a substantially higher annual number than was imposed by COAH in the “Prior Round” or any iteration of its Round 3 regulations; and

WHEREAS, A4 determines the size of the regional need, but does not calculate allocation of the need to individual municipalities; and

WHEREAS, instead, A4 required the Department of Community Affairs (“DCA”) to produce non-binding estimates of need on or before October 20, 2024, which it did provide on October 18, 2024 (“DCA Report”); and

WHEREAS, the DCA Report calculates the Township’s Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 87 units and a Prospective Need or New Construction Obligation of 398 units; and

WHEREAS, A4 further provides that, irrespective of the DCA’s calculation, municipalities are to determine “present and prospective fair share obligation(s)...by binding resolution no later than January 31, 2025”; and

WHEREAS, this resolution satisfies the requirements of A4 by accepting the DCA estimate of need as described in the DCA Report; and

WHEREAS, Section 3 of A4 provides that: “the municipality’s determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7” of A4; and

WHEREAS, Township’s calculation of need is entitled to a “presumption of validity” because it complies with Sections 6 and 7 of A4; and

WHEREAS, the Township specifically reserves the right to adjust those numbers based on one or any of the foregoing adjustments: 1) a existing conditions survey or similar survey which accounts for a lower estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sewer or lack of water); and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations; and

WHEREAS, in addition to the foregoing, the Township specifically reserves all rights to revoke or amend this resolution and commitment, as may be necessary, in the event of a successful challenge to A4 in the context of the Montvale case (MER-L-1778-24), any other such action challenging A4, or any legislation adopted and signed into law by the Governor of New Jersey that alters the deadlines and/or requirements of A4; and

WHEREAS, in addition to the foregoing, the Township reserves the right to take a position that its Round 4 Present or Prospective Need Obligations are lower than described herein in the event that a third party challenges the calculations provided for in this Resolution (a reservation of all litigation rights and positions, without prejudice); and

WHEREAS, in light of the above, the Mayor and Council finds that it is in the best interest of Township to declare its obligations in accordance with this binding resolution and in accordance with the Act and

WHEREAS, in addition to the above, the Acting Administrative Director issued Directive #14-24, dated December 13, 2024, and made the directive available later in the week that followed; and

WHEREAS, pursuant to Directive #14-24, a municipality seeking a certification of compliance with the Act shall file an action in the form of a declaratory judgment complaint “. . . within 48 hours after adoption of the municipal resolution of fair share obligations, or by February 3, 2025, whichever is sooner”; and

WHEREAS, nothing in this Resolution shall be interpreted as an acknowledgment of the legal validity of the AOC Directive and the Township reserves any and all rights and remedies in relation to the AOC Directive; and

WHEREAS, the Township seeks a certification of compliance with the Act and, therefore, directs its Affordable Housing Counsel to file a declaratory relief action within 48 hours of the adoption of this resolution; and

NOW, THEREFORE BE IT RESOLVED, on this 27th day of January, by the Council of the Township of Deptford, Gloucester County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this resolution.
2. The Mayor and Council hereby commit to the DCA Round 4 Present Need Obligation of 87 units and the Round 4 Prospective Need Obligation of 398 units as described in this resolution subject to all reservations of rights, which specifically include:
 - a) The right to adjust the number based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof;
 - b) As described in the WHEREAS section, all rights to revoke or amend this resolution in the event of a successful legal challenge, or legislative change, to A4;
 - c) All rights to take any contrary position in the event of a third party challenge to the obligations.
3. The Township hereby directs its Affordable Housing Counsel to file a declaratory judgment complaint within 48 hours after adoption this resolution attaching this resolution.
4. The Township hereby directs its Affordable Housing Counsel to file this Resolution with the “Program” pursuant to the requirements on A4.

5. The Township hereby directs that this Resolution be published on the municipal website within 48 hours of its passage, pursuant to A4.

6. This resolution shall take effect immediately, according to law.

ATTEST:

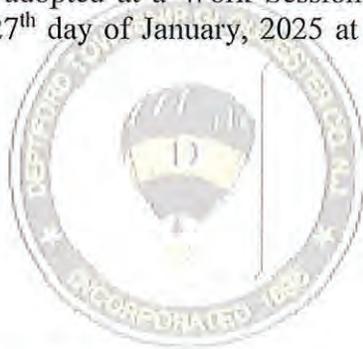
Township of Deptford


Christine Helder, RMC, Deputy Township Clerk


Paul Medany, Mayor

CERTIFICATION

The foregoing Resolution was duly adopted at a Work Session Meeting of Township Council of the Township of Deptford held on the 27th day of January, 2025 at the Municipal Building, 1011 Cooper Street, Deptford, New Jersey.



RECORD OF VOTE – Resolution R.68.25				
Council Member	Yes	No	Abstain	Absent
Medany	✓			
Barnshaw	✓			
Lamb	✓			
Leidy	✓			
Love	✓			
Noce	✓			
Schocklin	✓			


Christine Helder, RMC, Deputy Township Clerk

MEMORIALIZATION OF RESOLUTION NO. 2025-22
OF THE DEPTFORD TOWNSHIP PLANNING BOARD
RE: 2025 HOUSING ELEMENT AND FAIR SHARE PLAN
DEPTFORD TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

WHEREAS, the Township of Deptford has a demonstrated history of voluntary compliance as evidenced by its Prior and Third Rounds record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 8, 2015, the Township of Deptford filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine,” and

WHEREAS, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and a Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder’s remedy lawsuits, until July 1, 2025; and

WHEREAS, the Township continues to actively implement its Court-approved Third Round Housing Element and Fair Share Plan; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the “Amended FHA”); and

WHEREAS, the Township Council adopted a “binding resolution”, Resolution R.68.25, accepting the DCA-calculated Present Need and Prospective Need, as required by the Amended FHA, on January 27, 2025, establishing its Fourth Round Present Need of 87 and Prospective Need of 398; and

WHEREAS, in accordance with the Amended FHA and the Administrative Office of the Court’s Directive No. 14-24, the Township filed a timely Fourth Round Declaratory Judgment complaint (“DJ Complaint”) with the Affordable Housing Dispute Resolution Program (“the Program”), along with its binding resolution, on January 28, 2025; and

WHEREAS, the filing of the DJ Complaint gives the Township automatic, continued immunity from all exclusionary zoning lawsuits, including builder’s remedy lawsuits, which is still in full force and effect; and