

ELK TOWNSHIP
Gloucester County, New Jersey



Housing Element and Fair Share Plan
June 2025

Adopted by the Elk Township Combined Planning and Zoning Board
On June 18, 2025 (Resolution #2025-08)

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The original of this document was signed and
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I. INTRODUCTION

A. AFFORDABLE HOUSING IN NEW JERSEY

The New Jersey Supreme Court ruled in 1975, in a decision now commonly referred to as “*Mount Laurel I*,” that developing municipalities in New Jersey have a constitutional obligation to provide a realistic opportunity for the construction of low and moderate income housing. Then in 1983 in the “*Mount Laurel II*” decision, the Supreme Court went further, creating an incentive for private developers to enforce the Mount Laurel doctrine by suing municipalities that have not chosen to comply with the *Mount Laurel* principles. Needing a mechanism to implement the *Mount Laurel* doctrine, the legislature adopted the Fair Housing Act (N.J.S.A. 52:27D-310) in 1985, and created the Council on Affordable Housing as the administrative alternative to dealing with affordable housing cases through the courts. COAH was given the responsibility to establish housing regions, estimate low and moderate income housing needs, set criteria for municipalities to determine and address their fair share affordable housing numbers, and review and approve housing elements and fair share plans.

On December 20, 2004, COAH’s first version of the Third Round rules became effective. At that time the Third Round was to cover the time period from 1999 to 2014, since the First and Second Round covered the 1987 to 1999 period. The Third Round affordable housing delivery period was to run from January 1, 2004 through January 1, 2014. After much legal debate on the Third Round Rules, on March 10, 2015, the Supreme Court ruled that the New Jersey Council on Affordable Housing (COAH) failed to act, and as a result, the Courts assumed jurisdiction over municipal compliance with the Mount Laurel doctrine and the Fair Housing Act.

The Township’s Third Round Housing Element and Fair Share Plan was prepared utilizing the Prior Round Rules (N.J.A.C. 5:91 Procedural and N.J.A.C. 5:93 Substantive) as well as the guidance provided in the March 10, 2015 Supreme Court Order and the Township’s January 29, 2018 Settlement Agreement - In the Matter of the Township of Elk, County of Gloucester, Dock No. GLO-L-913-15.

On March 20, 2024, Governor Murphy signed A4/S50 into law ushering in substantial amendments to the New Jersey Fair Housing Act (FHA) and significantly altering the manner in which municipalities will determine their Fourth Round “fair share” obligations, maintain immunity from Mount Laurel lawsuits, respond to objections, and secure approval of their Fourth Round Housing Element and Fair Share Plans. The new affordable housing legislation, A-4 and S-50, establishes processes for calculating municipal housing obligations, compliance filing deadlines, procedures for challenges and dispute resolution mechanisms. The legislation includes considerable amendments to the New Jersey Fair Housing Act and significantly changes the manner in which municipalities will determine their Fourth Round “fair share” obligations, maintain immunity from Mount Laurel lawsuits, respond to objections, and secure approval of their Fourth Round Housing Element and Fair Share Plans.

The amended FHA does the following:

1. Abolishes the Council on Affordable Housing (COAH);
2. Requires the DCA to calculate municipal “fair share” numbers;

3. Establishes a process for municipalities either to accept the DCA's numbers or to determine and substantiate their own present and prospective fair share obligations based on the formulas established in the bill;
4. Creates parameters for fair share plans, such as age-restricted unit maximums, "family-rental" minimums, bonus credit maximums, etc.;
5. Identifies various compliance techniques;
6. Provides criteria for municipalities to secure and maintain Fourth Round "temporary immunity" from exclusionary zoning/builder's remedy lawsuits during the process;
7. Permits interested parties to file formal challenges to the numbers and fair share plans, which will be addressed by the new "Affordable Housing Dispute Resolution Program;"
8. Provides a process for fair share plan approval either through the DCA or the courts via declaratory judgment actions; and
9. Delineates ongoing post-approval municipal monitoring and reporting requirements.

The amended FHA also establishes a series of deadlines for actions to be taken prior to, and after, the beginning of Fourth Round in July of 2025. These are:

January 31, 2025: Deadline for Towns to adopt their numbers via "Binding Resolution" (with or without using the DCA's numbers) thereby establishing temporary immunity.

This was completed via Resolution No.33-125, adopted by Township Committee on January 21, 2025 and filed with the Program in a Declaratory Judgment action under the caption, In the Matter of the Elk Township's Determination of Fourth Round Affordable Housing Obligations, Docket No.: GLO-L-104-25 ("DJ Action"). (Appendix 1)

February 28, 2025: Deadline to challenge the town's Binding Resolution and adopted numbers.

No challenge was made by Elk Township.

March 1, 2025: If no challenges are filed by interested parties, the Town's numbers are established by default and immunity remains in effect.

No challenges were filed by interested parties.

April 1, 2025: Deadline for the Affordable Housing Dispute Resolution Program ("AHDRP") to settle the number challenge(s).

Not applicable to Elk Township.

June 30, 2025: Deadline to adopt and endorse a Housing Element and Fair Share Plan and file with the AHDRP to maintain temporary immunity.

July 1, 2025: First day of Fourth Round

August 31, 2025: Deadline to challenge the validity of a Town's Housing Element and Fair Share Plan.

December 31, 2025: Deadline for the Town to settle the challenge or provide an explanation as to why it will not make all, or some of the requested changes, or both.

March 15, 2026: Deadline for the Fourth Round of affordable housing obligations, the implementing ordinances and resolutions, proposed, and incorporating any changes from the program, shall be adopted. Failure to meet the March 15 deadline shall result in the municipality losing immunity from exclusionary zoning litigation.

It is noted that the Mayor and Committee of Elk Township adopted Resolution No.81-2025: Resolution of the Mayor and Committee of the Township of Elk Directing the Combined Planning and Zoning Board of Adjustment to Prepare a Housing Element and Fair Share Plan and Spending Plan to Address the Township of Elk's 4th Round Affordable Housing Obligations (Appendix 2).

B. HOUSING ELEMENT AND FAIR SHARE PLAN REQUIREMENTS

The Township must prepare and submit both a Housing Element (an element of Master Plan) and Fair Share Plan (describing how the Township will address the obligation). The requirements of the Housing Element are outlined below (N.J.A.C. 5:97-2.1, 2.3 and N.J.S.A. 52:27D-310).

The Housing Element must review and analyze the Township's housing stock, demographic and employment characteristics, leading into the Fair Share Plan, which will demonstrate how the Township will endeavor to provide for its Fair Share obligation. The Housing Element must provide an analysis demonstrating that the plan will provide a realistic opportunity to meet the housing Township's obligations and identify which ordinances must be revised to incorporate the provisions for low and moderate income housing. A municipality's housing element must be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate income housing.

1. Housing Element Requirements under the Fair Housing Act:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;

- c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and
- f. A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

C. MUNICIPAL SUMMARY

The land area of Elk Township is 19.69 square miles or approximately 12,366 acres and is located in south central Gloucester County. Elk Township is bordered by Harrison Township and Glassboro Borough to the north, Clayton Borough and Franklin Township to the east, Upper Pittsgrove Township to the south and South Harrison Township to the west.

The 2023 population estimate for Elk is 4,426 persons based on 2023 U.S. Census Bureau data population estimate.

D. FAIR SHARE OBLIGATIONS

1. Prior Round (1987-1999) and Third Round (1999-2025) Obligations

As a result of the Township's January 29, 2018 Settlement Agreement - In the Matter of the Township of Elk, County of Gloucester, Dock No. GLO-L-913-15, the Township's affordable housing obligation was determined to be:

Elk Township Affordable Housing Obligations 1987-2025 (January 29, 2018 Settlement Agreement)	
Rehabilitation (Present Need 2015)	9
Prior Round (1987 – 1999)	127
Third Round (Prospective Need 1999-2025)	282

2. Fourth Round Obligations (2025-2035)

Under the Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background as issued by the New Jersey Department of Community Affairs (NJDCA), the Township's Fourth Round (2025-2035) obligations are:

Elk Township Affordable Housing Obligations (NJDCA)	
Rehabilitation (Present Need 2025)	17
Fourth Round (Prospective Need 2025-2035)	214

E. AFFORDABLE HOUSING HISTORY

A Summary of Elk's historic affordable housing timeline is provided below:

First and Second Round Obligation

The Township of Elk's first round participation may be summarized as follows:

1. On February 9, 1990 Elk Township submitted a Round I Housing Element and Fair Share Plan to the Council on Affordable Housing. The Round 1 obligation consisted of 29 rehabilitations and 92 new units.
2. On December 4, 1991 COAH issued Administrative Order No. 8, which required Elk Township to complete and submit certain information within 60 days. The Township complied with the requirements as confirmed by the COAH review report dated December 9, 1992.
3. The Housing Element was amended by the Planning Board on April 2, 1992 and the Township Committee re-petitioned COAH for substantive certification on April 2, 1992.
4. On February 3, 1993 Elk received substantive certification of its Round I Housing Element and Fair Share Plan (HEFSP). It was determined by COAH that wastewater treatment capacity in Elk constituted a scarce resource (since only 250,000 gpd had been allocated), and thereby approved a durational adjustment, which was to remain in effect until adequate wastewater treatment capacity becomes available to serve the inclusionary housing site. Certification expired in 1999.
5. Elk Township's cumulative Rounds I and II new construction obligation for the period of 1987 through 1999 was 127.
6. The Housing Element and Fair Share Plan were readopted on January 21, 1999 with a resolution indicating that the existing inclusionary zoning continued to provide a realistic opportunity for the cumulative Rounds I and II obligation. Township Committee adopted a resolution on February 4, 1999 endorsing the HEFSP, and filed the Plan with COAH, but there was no petition for certification (required within 2 years of filing).

Third Round Obligation

COAH first proposed third round substantive and procedural rules in October, 2003. 35 N.J.R. 4636(a); 35 N.J.R. 4700(a). Those rules remained un-adopted and COAH re-proposed both the substantive and procedural third round rules (N.J.A.C. 5:94 and 5:95) in August of 2004 and adopted the same effective on December 20, 2004. (the "2004 Regulations")

The Township of Elk's third round participation may be summarized as follows:

1. On November 10, 2005 the Planning Board adopted a new Housing Element and Fair Share Plan responding to the first iteration of the Round III COAH rules (resolution 2005-36). The Round III HEFSP was endorsed by Township Committee on November 14, 2005 (resolution 128-2005), and was submitted to COAH on November 29, 2005.
2. On May 27, 2007 COAH provided the Township with a preliminary review. The Township and COAH staff corresponded via phone and email. The Township formally responded with supplementary information on September 13, 2007. At that time COAH was not in a position to grant substantive certification because a January 2007 Court decision had already required COAH to reexamine the Round III methodology and propose revised rules.
3. COAH adopted new Round III rules in June of 2008, which became effective on October 20, 2008.
4. On December 17, 2008 Elk Planning Board adopted a new Housing Element and Fair Share Plan that addressed the cumulative Rounds I, II, and III obligations. The HEFSP was endorsed by Township Committee on December 18, 2008 and submitted to COAH on December 30, 2008. No objections were filed.
5. Elk's HEFSP was deemed complete by COAH on March 4, 2009.
6. Elk's updated Mandatory Development Fee Ordinance was approved by COAH on March 26, 2009 and was adopted by Ordinance 2009-4 on April 20, 2009.
7. Township staff and professionals corresponded informally with COAH staff through 2009 and early 2010.
8. On April 29, 2010 Elk representatives met with COAH Director Sean Thompson and COAH planner Dennis Funaro to discuss the status of their review and some of the complexities in Elk's plan (infrastructure issues and agreements among developers).
9. On August 9, 2010 COAH issued a report and requested additional information. The deadline to respond was October 8, 2010. On September 29, 2010 the Township was granted a 90 day extension to respond to the request for additional information (until January 6, 2011).
10. On October 8, 2010 the Appellate Division invalidated the Round III methodology.

11. It didn't appear prudent to continue down the path with COAH until there was some certainty about the Round III rules. On December 28, 2010 the Township requested an extension/stay through June 2011. A response to this request was not received.
12. In November 2011 the Planning Board's affordable housing subcommittee met to discuss the status of the Fair Share Plan and the inclusionary aspects of the Silvergate Planned Unit Development project in particular.
13. Since 2011, though the formal COAH review process stalled, the Township has continued to work with developers to ensure the continued viability of inclusionary housing opportunities.
14. Despite the efforts of several developers to plan for and develop residential and commercial space in the eastern portion of Elk Township (within the Route 55 corridor), growth in Elk Township has been slow (the population in 1990 was 3,806; the population in 2010 was 4,216; and the 2014 estimate was 4,234). Elk Township has maintained opportunities for the inclusion of affordable units along with market rate development opportunities.
15. On March 3, 2016, Township representatives participated in a Court mediation with representatives of Fair Share Housing.
16. On April 13, 2016, the Township Combined Planning and Zoning Board adopted the Elk Township, Gloucester County, New Jersey – Housing Element and Fair Share, Revised April 5, 2018.
17. Negotiations continued through 2017 and in January 2018 all parties agreed on the terms of a settlement on January 29, 2018.
18. January 29, 2018 Settlement Agreement - In the Matter of the Township of Elk, County of Gloucester, Docket No. GLO-L-913-15.
19. January 25, 2025 Final Judgment of Compliance of Repose – In the Matter of the Application of the Township of Elk, County of Gloucester, Docket No. GLO-000913-15.

II. HOUSING ELEMENT ANALYSIS

A. EXISTING HOUSING STOCK

An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards.

According to the Census estimate, in 2023 there were 1,560 year-round housing units in Elk, of which 1,416 were occupied and 144 were vacant, in 2023 the vacancy rate of was 0 for homeowners and 0% for rentals.

1. Age of Housing Stock

The Elk Township housing stock is older than the majority of the County stock and the number of persons per household is slightly larger than that of the county.

	Persons Per Household 2023	% Housing Stock Built 1939 or Earlier
Elk Township	3.07	13.2
Gloucester County	2.67	9.8

Source: U.S. Census Bureau, 2023 ACS

Elk Township Age of Housing Stock		
Year Constructed	Number of units	Percent of Total in Year 2023
2020 or later	11	1560
2010-2019	201	0.7
2000 to 2009	351	12.9
1990 to 1999	89	22.5
1980 to 1989	168	5.7
1970 to 1979	158	10.8
1960 to 1969	278	10.1
1950 to 1959	82	17.8
1940 to 1949	16	5.3
1939 or earlier	206	1.0

According to the residential building permit data from the New Jersey Department of Community Affairs, 2 residential certificates of occupancy were issued in 2023 in the Elk Township.

2. Condition and Substandard Units

Of the 1,416 housing units in existence estimated by the 2023 American Community Survey, zero (0) units were reported to be without complete plumbing facilities and zero (0) units were lacking complete kitchen facilities. There are 21 units within the Township that have more than one (1) occupants per room. An assessment of the number of substandard units capable of

being rehabilitated may be made by considering the number of homes without complete plumbing and kitchen facilities since this information is provided in the Census sample data, but there are other factors to consider as well. Occupied housing units with a low market value relative to the average in the area may be an indicator of potential for rehabilitation. COAH has also used “crowding” and the age of the housing units to estimate the number of units in need of rehabilitation. There are surely at least a few units that are in need of rehabilitation, within the Township.

The table below presents a breakdown of the Township’s housing stock by number of rooms as they relate to County averages. The Township has a higher percentage of homes with more than six rooms than Gloucester County overall, with the median number of rooms in the Township at 7.0 per housing unit.

Elk Township Number of Rooms in Housing Units			
Elk # of Rooms	Elk # of Units	Elk %	Gloucester County %
1	0	0	1
2	0	0	1.2
3	25	1.6	5.8
4	36	2.3	10.4
5	368	23.6	13.2
6+	1131	72.5	68.4
Median for Elk	7.0 rooms		6.6 rooms

3. Ownership and Rental Characteristics

A majority, 88.1 percent, of Elk’s population live in owner occupied housing units, while 11.9 percent of the population lived in rented housing units according to the 2023 ACS. 90 percent of the total housing units in Elk Township are single family dwellings (rented and owned), 10 percent are mobile homes.

Year Round Housing Units			Owner-occupied		Rental	
Occupied	Vacant	Total	No.	%	No.	%
1,416	144	1,560	1,247	88.1	169	11.9

4. Occupancy Characteristics and Housing Type

The vacancy rate for year round units is low in the Township, 0% vacancy for owner-occupied units and 0% vacancy for rental units. The average household size in the Township is 3.13 persons per owner occupied units and 2.63 for renter occupied units.

The number of bedrooms in a home is often reflective of the size of a home. The municipalities with a newer housing stock, have a larger percentage of units with more bedrooms. This is reflective of the trend toward larger, more sprawling homes in America over the last several decades. Elk has an older stock of homes and therefore lends itself to a larger percentage of homes with two to three bedrooms.

	Bedroom Distribution Percent of Housing Stock With:		
	One or less Bedrooms	2 - 3 Bedrooms	4+ Bedrooms
Elk Township	3.9%	56.2%	39.9%
Gloucester County	8.7	60	31.3

Source: U.S. Census Bureau, 2023 ACS

Percent Distribution of Housing Units by Structure Type Elk Township		
	Number of units	Percentage
1 (detached)	1378	88.3
1 (attached)	26	1.7
2	0	0
3-4	0	0
5-9	0	0
10-19	0	0
20+	0	0
Mobile	156	10
Other	0	0
Total	1560	100

Source: U.S. Census Bureau, 2023 ACS

Selected Housing or Housing-Related Value Characteristics				
	Median Value Housing	Median Contract Rent	Median Household Income	Rental Vacancy Rate (%)
Elk Township	\$320,100	\$1,181	\$97,474	0%

Source: U.S. Census Bureau, ACS 2023 5 Year Estimate

B. DEMOGRAPHIC CHARACTERISTICS

According to the 2010 US Census, between 2000 and 2014, Elk's population began to increase. The population estimate as of 2023 is 4,426 people, a 26% increase since 2000.

1. Historic Population Trends

Elk Township's population increased consistently since the 1940's, with a slight dip between 1990 and 2000, from 1,656 people in 1940 to 4,246 people in 2023. The US Census estimates an increase of 5% between 2010 and 2023. The table below shows the population changes from 1940 through 2023.

Elk Township, Gloucester County Population									
1940	1950	1960	1970	1980	1990	2000	2010	2020	2023*
1,656	2,074	2,635	2,707	3,187	3,806	3,514	4,216	4,424	4,426

Table 6. New Jersey Resident Population by Municipality 1930-1990; * US Census, estimate

2. Recent Population Change

Between 2010 and 2023, the population in Elk increased from 4,216 to 4,426, an increase of 210 people or 5%.

3. Population Density

In 2023, the population density in Elk Township was estimated to be 224.78 people per square mile, which is significantly less than Gloucester County's and State's population density overall.

Elk Township and Surrounding Municipalities Density Indicators			
	Square Miles	Population per sq mile	Housing units per sq mile
Elk	19.69	224.78	79.23
Gloucester County	337.18	903.09	348.57
New Jersey	8,722.58	1,062.42	432.88

Source: Calculated from U.S. Census Bureau, 2023 ACS

4. Age of Population

The table below provides a breakdown of Elk's population by age cohorts and gender in 2023. The largest age cohort is the 45-54 years of age bracket, with 19.6% of the total population. This is consistent with the Township's median age of 44.4 years. The second largest age cohort is the 5-14 range with 16.2% of the population. With the highest age cohorts being 45-64, over 30% of the population, this indicates that the over 65 population will continue to grow, assuming that the older residents chose to stay in Elk as they reach retirement age.

Elk Township Summary Population Characteristics 2023		
	Number of People	% of Total
Male	2,215	50
Female	2,111	50
Total	4,426	100.0
Under 5	138	3.1
5 - 14	716	16.2
15 - 24	525	11.9
25 - 34	272	6.1
35 - 44	645	14.6
45 - 54	868	19.6
55 - 64	558	12.6
65+	704	15.9
Median Age	44.4	N/A

Source: U.S. Census Bureau, 2023 ACS

5. Household Characteristics

The next table includes family and household characteristics of the Township. In 2023, there were 1,416 households and 1,165 families in Elk with an average of 3.07 persons per household. The table below indicates that Elk is comprised of a majority of married/ couple family households (63.3%) with the second largest household type being householders living alone at 11% .

	Number of Households	Percent
Family Households	1,165	82.3
Married Couple Family	897	63.3
Male Householder, no spouse	100	7.1
Female householder, no spouse	168	11.9
Non Family Households	251	17.7
Householder living alone	156	11
Householder not living alone	95	6.7
Total Households	1,416	100

Source: U.S. Census Bureau, 2023 ACS

6. Income Level & Poverty Status

Elk has higher percentages of households in higher income brackets than the County overall. The Township had an estimated 2023 household median income of \$144,470, compared with the Gloucester County household median income of \$102,807. 0.4% percent of Elk's families had household incomes below the federal poverty level.

Regulations define low income (those earning up to 50% of the median household income for the region) and moderate income households (those earning from more than 50% to 80% of the median household income for the region). The figures are adjusted for household size and the municipality's geographic location since cost of living differs among regions.

Elk is located within Region Five, which includes Camden, Gloucester and Burlington Counties. The 2025 income guidelines for Region Five (based on household size) range from \$66,880 (one person household) to \$95,520 (four person household) for the upper limits of what is considered moderate income; and \$41,800 (one person household) to \$78,850 (eight person household) for the upper limit of what is considered low income. Median income for the region ranges from \$83,600 to \$157,700.

Elk Township 2023 Household Income						
	Elk Township		Gloucester County		New Jersey	
	Households	Elk %	Households	Gloucester County %	Households	State %
Less than \$10,000	14	1	3,591	3.2	140,262	4
10,000 - 14,999	18	1.3	2,279	2.0	99,362	2.9
15,000 - 24,999	26	1.8	2,449	2.2	82,366	2.4
25,000 - 34,999	28	2.0	2,820	2.5	93,036	2.7
35,000 - 49,999	57	4.0	5,659	5.1	184,753	5.3
50,000 - 74,999	52	3.7	8,409	7.5	276,601	8.0
75,000 - 99,999	131	9.3	15,720	14.1	448,192	12.9
100,000 - 149,999	163	11.5	13,305	11.9	397,939	11.4
50,000 - 199,999	229	16.2	22,593	20.2	627,526	18.0
200,000+	698	49.3	34,971	31.3	1,128,318	32.4

Source: U.S. Census Bureau, 2023 American Community Survey 5-year Estimates

Elk Township 2023 Income Levels			
	Elk Township	Gloucester County	New Jersey
Median Household Income	\$144,470	\$102,807	\$101,050
Median Family Income	\$179,087	\$127,695	\$123,892
Poverty Status (Percent of people)	3.8	7.6	9.8
Poverty Status (Percent of families)	0.4	5.6	7.1

Source: U.S. Census Bureau, 20123 American Community Survey 5-year Estimates

7. Employment Status of Residents

Of the 3,514 estimated residents aged sixteen and over in 2023, 2,192 were estimated to be in the labor force (62.4%). 4.2 percent of the labor force were estimated to be unemployed in 2023 (148). The mean travel time to work for Township residents is 28.1 minutes.

The employment data included in the US Census for the Elk Township residents provides a picture of what types of work Township residents are involved in, but does not indicate where those jobs are located. As indicated in the table below, the most significant employment activities of the employed residents are Educational, Health and Social Services with 23.4%, and Retail Trade with 16.3%.

Industry Code	Elk	
	Jobs	%
1 Agriculture, Forestry, Fisheries & Mining	19	0.9
2 Construction	166	8.1
3 Manufacturing	202	9.9
4 Wholesale Trade	123	6.0
5 Retail Trade	334	16.3
6 Transportation, Warehousing, Utilities	118	5.8
7 Information	57	2.8
8 Finance, Insurance, Real Estate, Rental	116	5.7
9 Prof., Sci., Mgmt., Admin Services	167	8.2
10 Educ. Health, Social Services	479	23.4
11 Arts, Entertainment, Recreation, Food	74	3.6
12 Other Services	48	2.3
13 Public Administration	141	6.9

Source: U.S. Census Bureau, 2023 ACS

Employment of Elk Residents			
	# Persons	% ET	% Gloucester County
Management, Professional. & Related	1,002	49.0	45.3
Service	211	10.3	13.4
Sales and Office	366	17.9	22.0
Natural resources, Construction & Maintenance	190	9.3	8.1
Production, Transp. & Material Moving	275	13.5	11.1
Total	2,044	100	100

Source: U.S. Census Bureau, 2023 Census

C. EMPLOYMENT

1. Employment Trends and Outlook

The Delaware Valley Regional Planning Commission publishes employment projections. Employment in Elk Township is expected to rise through 2050, with 15% increase.

Elk Township, DVRPC Projected Employment								
Year	2020	2025	2030	2035	2040	2050	Change 2025-50	% change
Projected Employment	1230	1527	1501	1489	1552	1751	224	15

Source: DVRPC 2040 Employment Forecasts, 2020-2050

D. PROJECTED HOUSING STOCK

Residential growth in Elk has been stagnant since 2009 through 2023

Historic Trend of Certificates of Occupancy and Demolition Permits															
	'09	'10	'11	'12	'13	'14	'15	'16	'17	'18	'19	'20	'21	'22	'23
COs Issued	2	1	0	1	0	0	3	26	19	11	0	0	3	2	2
Demolitions	0	0	0	1	0	0	2	7	9	5	4	2	2	0	0
Net	2	1	0	0	0	0	1	19	10	6	-4	-2	1	2	2

Source: New Jersey Construction Reporter and Municipal construction office records

E. FAIR SHARE CAPACITY

1. Land Capacity

Elk Township is comprised of the following diverse State Planning Areas: PA 2 Suburban, PA 3 Fringe, PA 4 Rural, PA 4B Rural Environmental Sensitive, PA 5 Environmentally Sensitive, and Park.

Municipalities can rely on a Vacant Land Adjustment (VLA) when there is a lack of sufficient land to meet the new construction obligation. A municipality is also entitled to rely on COAH regulations to adjust the new construction obligation downward pursuant to N.J.S.A 52:27D- 311 (m). The adjusted number is known as the realistic development potential (RDP). The RDP represents the portion of the new construction affordable housing obligation that can theoretically be addressed with inclusionary development.

The portion of the new construction obligation for which there is insufficient land is known as the “unmet need”. The unmet need is calculated as the difference between the outstanding new construction obligation and the RDP.

The Township performed a Vacant Land Analysis (VLA) which resulted in the identification of 78 parcels containing 280.43 acres of vacant residentially zoned property. Excluding environmentally sensitive wetland areas, 167.11 acres is projected to be suitable for development. These 167.11 acres excludes the entirety of the vacant land associated with the Silvergate development area (which is also known as the Villages at Still Run Redevelopment Area) and the Aura I, II and III development areas.

At the Township’s currently prescribed zoning, a total of 211 residential units can be developed on the above delineated 167.11 acres. It is noted that currently prescribed zoning was utilized in this analysis as these 78 vacant parcels do not have the availability of public water or sanitary sewer and must rely on on-site wells and septic systems as delineated below under 2. Availability of Existing and Planned Infrastructure.

Of these 78 parcels, 9 parcels can accommodate residential development of 5 or more residential units.

These 9 parcels include:

Block	Lot	Property Location	Lot Area (Acres)	Developable Land - Non-wetland (acres)	Zone	Dwelling Units Per Acre in Zone	Potential Dwelling Units
48	3	862 BUCK RD	2.369492	2.369492	RE	0.4	5
59	11	UNION ST	8.754552	2.037514	RE	0.4	5
37	7	717 HARDINGVILLE RD	2.48186	2.454589	RE	0.4	6
54	31	AURA RD	2.435145	2.435145	RE	0.4	6
33	12.18	840 CLEMS RUN	3.434581	3.434581	RE	0.4	8
39	12	E OF WHIG LN	28.506275	5.01743	RE	0.4	12
51	7	WILLOW GROVE RD	6.385895	4.89394	RE	0.4	12
17	9	ELK RD	5.718557	5.718557	RE	0.4	14
175	4	ELK RD	7.308122	5.81051	RE	0.4	14

As delineated in the table above, it is projected that 82 potential residential units can be development as for sale dwellings units. Utilizing an affordable housing set aside of 20%, it would be realistic that 16 affordable family housing units would result. Therefore, the Township’s Realistic Development Potential (RDP) for new construction affordable units as part of an inclusionary housing development is calculated at 16 units.

2. Availability of Existing and Planned Infrastructure

A “Silvergate & Aura Water and Sanitary Sewer Infrastructure Agreement”, dated June 28, 2018 currently exists that allows for New Jersey American Water (NJAW) to provide for the water and sewer services to all of the Silvergate development area (which is also known as the Villages at Still Run Redevelopment Area) and all unbuilt areas of the Aura development which includes Aura II and Aura III (which is also known as the Amended Aura III Redevelopment Plan Area). This agreement is attached as Appendix 3.

With the exception of isolated properties that currently have public water and sewer through shared service agreements with adjacent municipalities, the remainder of the Township relies on private wells and septic systems for water and sanitary sewer. This limits development opportunities above the zoning currently prescribed by Township Ordinance.

III. Elk Township's Fair Share Plan

A. CONTENTS OF A FAIR SHARE PLAN

The Fair Share Plan contains the following information:

- Description of existing credits intended to satisfy the obligation;
- Description of mechanisms that will be used to meet any outstanding obligation; and
- An implementation schedule that sets forth a detailed timetable for units to be provided.

In adopting its housing element, a municipality may provide for its fair share of low and moderate income housing by means of any technique or combination of techniques that provide a realistic opportunity for the provision of the fair share. As per N.J.A.C. 5:93, these potential techniques include but are not limited to:

- Rehabilitation of existing substandard housing units;
- ECHO units (as a Rehabilitation credit);
- Municipally-sponsored and 100% affordable developments;
- Zoning for inclusionary development;
- Alternative living arrangements;
- Accessory apartment program;
- Purchase of existing homes;
- Write-down/buy-down programs; and
- Assisted living residences.

B. REGIONAL INCOME LIMITS

Dwelling units are affordable to low and moderate income households if the maximum sales price or rental cost is within their ability to pay such costs, based on a specific formula. The State provides income limits based upon the median gross household income of the affordable housing region in which the household is located. A moderate income household is one with a gross household income equal to or more than 50%, but less than 80%, of the median gross regional household income. A low income household is one with a gross household income equal to 50% or less of the median gross regional household income. Very-low income households are those with a gross household income equal to 30% or less of the median gross household income. Elk is located in Region 5, which contains Burlington, Camden, and Gloucester Counties.

Using the 2025 regional income limits, a four-person household moderate income is capped at \$95,520. Two-person households could make up to \$76,480 and be considered a moderate income household or earn up to \$47,800 and be considered a low income household. See the table on the following page for greater detail.

2025 REGIONAL INCOME LIMITS FOR REGION 5				
	1 Person	2 Person	3 Person	4 Person
Median	\$83,600.00	\$95,600.00	\$107,500.00	\$119,400.00
Moderate	\$66,880.00	\$76,480.00	\$86,000.00	\$95,520.00
Low	\$41,800.00	\$47,800.00	\$53,750.00	\$59,700.00
Very Low	\$25,080.00	\$28,680.00	\$32,250.00	\$35,820.00

Source: UHAC 2025 Affordable Housing Regional Income Limits by Household Size

C. REHABILITATION OBLIGATION COMPLIANCE

The Opinion issued by the Supreme Court of New Jersey on March 10, 2015 states that “the Appellate Division also approved a methodology for identifying substandard housing that used fewer surrogates [or indicators] to approximate the number of deficient or dilapidated housing units”. The Order states that three indicators was not an abuse of discretion. The three indicators utilized are old and over-crowded units, homes with incomplete plumbing and housing units with incomplete kitchens.

Pursuant to the “NJDCA Affordable Housing Obligations for 2025-2035 (Fourth Round Methodology and Background)”, the Township has a rehabilitation requirement of 17 which will addressed through funds in the Affordable Housing Trust Fund and through continued participation in Gloucester County’s rehabilitation program, which is administered with the use of CDBG and HOME funds and utilizing the Township’s Affordable Housing Trust Fund.

N.J.A.C. 5:93-5.2(g) and (h) requires \$10,000 to be spent per unit and a six-year control on affordability for owner-occupied units Rental units are required to have ten-year controls on affordability. Additionally a major system must be repaired in order for a home to qualify as a credit. Section II of this report indicates the condition of houses from the most recently available census data.

- 1 The rules specifically require a minimum of \$2,000 per unit to be spent on administration and \$8,000 per unit to be spent on the rehabilitation activity, which totals at least \$10,000.
- 2 A major system is defined by N.J.A.C. 5:93-5.2(b) as weatherization, a roof, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems) and/or a load bearing structural system.

D. PRIOR ROUND OBLIGATION COMPLIANCE (1987 - 1999)

The Township had a Prior Round obligation of 127 units and satisfied this obligation utilizing 95 of the 96 affordable family rental units under Silvergate Phase VI planned under the Villages at Still Run Redevelopment Area (formerly Silvergate General Development Plan). Also a total of 32 associated bonus credits were claimed. This resulted in a total of 127 credits to satisfy the prior round obligation.

E. THIRD ROUND OBLIGATION COMPLIANCE (1999 - 2025)

The Township had a third round obligation of 282 units and satisfied this obligation per the following:

1. Silvergate Phase IV, 48 affordable rental units as part of the planned 192 total apartments under the Villages at Still Run Redevelopment Area (formerly Silvergate General Development Plan). Credit taken for 48 affordable family rental units and 33 associated bonus credits for a total of 81 credits.
2. Aura I, 44 affordable units. 218 unit planned and approved development and by the "conversion law" all units are family for sale or rental. 44 affordable family units are required as part of the overall development. Per the conditions of the Elk Township Combined Planning and Zoning Board, the affordable housing units for Aura I must be constructed as part of the Aura II development. Credit taken for 44 affordable family for sale or rental units.
3. Aura II (Formerly Part of Latham Park), 8 affordable family for sale or rental units. These units will be built in conjunction with the Aura I affordable units. Credit taken for 8 affordable family for sale or rental units.
4. Aura III, (formerly part of Latham Park). In December 2024 the Elk Township Combined Planning and Zoning Board granted Preliminary and Final Major Subdivision and Preliminary and Final Site Plan review for approval of the construction of 962 residential housing units consisting of 685 single-family age-restricted units and 276 multi-family residential units. The development is divided into three (3) sections, The Willows, The Carriages and The Reeds. The Willows at Orchard Glen consist of 186 single family age-restricted detached dwellings. The Carriages at Orchard Glen consist of 250 active adult single family detached dwellings and 250 active adult twin dwellings (34 of which are affordable). The Reeds Apartments are garden style apartments that consist of 276 units (76 of which are affordable). Credit taken for 34 affordable senior for sale units and 39 of the 76 affordable family rental units.
5. 416 Ewan Rd., Robins Nest. Supportive needs group home. Credit taken for 4 units and associated 4 bonus credits for a total of 8 credits.
6. 125 Daylight Dr., Kelsch Homes. Supportive needs group home. Credit taken for 5 units and associated 5 bonus credits for a total of 10 credits.
7. 148 Iredell Land, ARC. Supportive needs group home. Credit taken for 4 units and associated 4 bonus credits for a total of 8 credits.

8. 311 Elk Road, Wounded Warriors. Supportive needs group home. Credit taken for 7 units and associated 7 bonus credits for a total of 14 credits.
9. 685 Aura Rd., Scioto Properties. Supportive needs group home. Credit taken for 4 units and associated 4 bonus credits for a total of 8 credits.
10. 355 Union Street, Volunteers of America. Supportive needs group home. Credit taken for 7 units and associated 7 bonus credits for a total of 14 credits.
11. 103 28th Ave, Scioto Properties. Supportive needs group home. Credit taken for 3 units and associated 3 bonus credits for a total of 6 credits.
12. 414 Whig Lane Kelsch Homes, Supportive needs group home. Credit taken for 4 units and associated 4 bonus credits for a total of 8 credits.

The above provides 211 units and 71 bonus credits for a total of 282 credits.

F. FOURTH ROUND OBLIGATION COMPLIANCE (2025 - 2035)

The Township has a Fourth Round obligation of 214 units. The following credits are taken against this obligation:

1. Aura III, (formerly part of Latham Park). In December 2024 the Elk Township Combined Planning and Zoning Board granted Preliminary and Final Major Subdivision and Preliminary and Final Site Plan review for approval of the construction of 962 residential housing units consisting of 685 single-family age-restricted units and 276 multi-family residential units. The development is divided into three (3) sections, The Willows, The Carriages and The Reeds. The Willows at Orchard Glen consist of 186 single family age-restricted detached dwellings. The Carriages at Orchard Glen consist of 250 active adult single family detached dwellings and 250 active adult twin dwellings (34 of which are affordable). The Reeds Apartments are garden style apartments that consist of 276 units (76 of which are affordable). 37 of the 76 affordable family rental units
2. Silvergate Phase VI, 1 of the 96 affordable family rental units resulting in 1 credit.

The above provides for a total of 38 credits.

Based on the Township's Fourth Round Obligation of 214 units, the calculated Realistic Development Potential of 16 units, and the above delineated 38 credits, the Township has calculated unmet need of 160 units (214 Fourth Round obligation – 16 unit RDP – 38 above delineated credits).

To facilitate the calculated Realistic Development Potential and address the calculated unmet need, the Township intends to amend the Township's Ordinance Chapter 40 AFFORDABLE HOUSING, Section 40.3 Applicability by deleting existing item C. in its entirety and replacing same with the following:

- C. Any property in the Township of Elk that is currently zoned for residential use or subsequently receives a zoning change, use variance approval, or a redevelopment plan to permit residential development shall provide an affordable housing set-aside of 15% if the affordable units will be for rent and 20% if the affordable units will be for sale. This affordable housing set-aside shall apply to all residential developments of 5 units or more. No property shall be subdivided so to avoid compliance with this requirement. Any residential development of 4 units or less units shall provide an affordable housing development fee in accordance with Article II Mandatory Development Fees. Moreover, this provision governs municipal actions only and shall not entitle any property owner or developer to such action by the Township. All affordable units created pursuant to this subsection shall be governed by the provisions of this chapter. This shall apply to all residential developments unless the affordable housing requirements of a residential development is otherwise prescribed by the most recent adopted Housing Element and Fair Share Plan.

1. Very Low Income Housing

In 2008, P.L. 2008, c. 46 was signed by the Governor, which made a number of changes to the affordable housing rules. In fact, it amended the Fair Housing Act (hereinafter “FHA”) to include a requirement that at least 13% of affordable housing units must be made available to very-low income households. Specifically, the FHA reads:

The council shall coordinate and review the housing elements as filed pursuant to section 11 of P.L.1985, c.222 (C.52:27D-311), and the housing activities under section 20 of P.L.1985, c.222 (C.52:27D-320), at least once every three years, to ensure that at least 13 percent of the housing units made available for occupancy by low-income and moderate income households will be reserved for occupancy by very low income households, as that term is defined pursuant to section 4 of P.L. 1985, c.222 (C.52:27D-304).

"Very low income housing" means housing affordable according to federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross household income equal to 30% or less of the median gross household income for households of the same size within the housing region in which the housing is located.

Elk Township's very-low income obligation remains at 13% of the affordable housing obligation not constructed.

2. Preservation of Multigenerational Family Continuity

Pursuant to the 2024 Fair Housing Act, an analysis was conducted to evaluate the extent to which municipal ordinances and local factors promote or impede the preservation of multigenerational family continuity, as recommended by the Multigenerational Family Housing Continuity Commission (established under P.L.2021, c. 273). The Commission's primary objective is to facilitate senior citizens' ability to reside with their extended families, in so doing strengthening multigenerational family ties.

A review of the Township's ordinances reveals no provisions that would diminish this objective.

3. State Development and Redevelopment Plan Consistency

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

4. Conclusion

Elk Township will continue to grow in a planned and careful manner. The Township has already planned for a large amount of affordable homes and will continue to plan for responsible development in the future. It has always been Elk Township's intent to be inclusionary in its housing policies. The Township has prepared a plan that provides opportunities for the provision of affordable housing, but its implementation will require continued cooperation among the Township, developers, Gloucester County, and non-profit organizations.

APPENDIX 1

RESOLUTION NO. R-33-2025**RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF ELK
COMMITTING TO DCA'S FOURTH ROUND AFFORDABLE HOUSING PRESENT
NEED AND PROSPECTIVE NEED NUMBERS**

WHEREAS, on March 20, 2024, Governor Murphy signed into law an Amendment to the Fair Housing Act (N.J.S.A. 52:27D-301 *et seq.*) (hereinafter "Amended FHA"); and

WHEREAS, the Amended FHA requires the Department of Community Affairs ("DCA") to produce non-binding estimates of fair share obligations on or before October 20, 2024; and

WHEREAS, the DCA issued a report on October 18, 2024 ("DCA Report") wherein it reported its estimate of the obligation for all municipalities based upon its interpretation of the standards in the Amended FHA; and

WHEREAS, the DCA Report calculates Elk Township's Round 4 (2025-2035) obligations as follows: a Present Need or Rehabilitation Obligation of 17 and a Prospective Need Obligation of 214; and

WHEREAS, the Amended FHA provides that the DCA Report is non-binding, thereby inviting municipalities to demonstrate that the Amended FHA would support lower calculations of Round 4 affordable housing obligations; and

WHEREAS, the Amended FHA further provides that "[a]ll parties shall be entitled to rely upon regulations on municipal credits, adjustments, and compliance mechanisms adopted by COAH unless those regulations are contradicted by statute, including P.L. 2024, c.2, or binding court decisions" (N.J.S.A. 52:27D-311(m)); and

WHEREAS, COAH regulations authorize vacant land adjustments as well as durational adjustments; and

WHEREAS, based on the foregoing, Elk Township accepts the DCA calculations of Elk Township's fair share obligations and commits to its fair share of 17 units present need and 214 units prospective need subject to any vacant land and/or durational adjustments it may seek as part of the Housing Plan element and Fair Share Plan element it subsequently submits in accordance with the Amended FHA; and

WHEREAS, Elk Township reserves the right to comply with any additional amendments to the FHA that the Legislature may enact; and

WHEREAS, Elk Township also reserves the right to adjust its position in the event of any rulings in the *Montvale* case (MER-L-1778-24) or any other such action that alters the deadlines and/or requirements of the Amended FHA; and

WHEREAS, in the event that a third party challenges the calculations provided for in this Resolution, Elk Township reserves the right to take such position as it deems appropriate in response thereto, including that its Round 4 Present or Prospective Need Obligations should be lower than described herein; and

WHEREAS, in light of the above, the governing body of Elk Township finds that it is in the best interest of Elk Township to declare its commitment to the obligations reported by the DCA on October 18, 2024 subject to the reservations set forth herein; and

WHEREAS, in addition to the above, the Acting Administrative Director issued Directive #14-24, dated December 13, 2024; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Elk, as follows:

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

Present Need = 17 units
Prospective Need = 214 units

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

4. The Township Solicitor is directed to file a Complaint for Declaratory Judgment and to file a copy of this Resolution with the Affordable Housing Alternative Dispute Resolution Program as required by the Amended FHA.
5. The Township Clerk is directed to publish a copy of this Resolution on the Township's website and to take any and all action necessary to proceed with the preparation and adoption of the Township's Housing Element and Fair Share Plan for filing by June 30, 2025, in accordance with N.J.S.A. 304.1(f)(1)(2) & (f)(2)(a).

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

ADOPTED at a Regular Meeting of the Elk Township Committee held January 21, 2025.

TOWNSHIP OF ELK

BY: _____

CAROLYN D. K. SAMMONS, Mayor

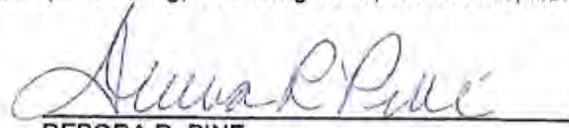
ATTEST:


DEBORA R. PINE, Township Clerk

ROLL CALL VOTE				
COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
Cammarata	✓			
Cowan				✓
Lucas	✓			
Rambo	✓			
Sammons	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on January 21, 2025, in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.


DEBORA R. PINE
Clerk

APPENDIX 2

RESOLUTION R-81-2025

**RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF ELK
DIRECTING THE COMBINED PLANNING AND ZONING BOARD OF ADJUSTMENT TO PREPARE
A HOUSING ELEMENT AND FAIR SHARE PLAN AND SPENDING PLAN TO ADDRESS THE TOWNSHIP OF
ELK'S 4TH ROUND AFFORDABLE HOUSING OBLIGATIONS**

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

WHEREAS, N.J.S.A. 52:27D-304.2(b)(1) provides that the Fourth Round municipal affordable housing obligations shall run from the period of July 1, 2025 through June 30, 2035, and Region 5 consists of Burlington County, Camden County and Gloucester County ("Region 5"); and

WHEREAS, in accordance with N.J.S.A. 52:27D-304.1(f)(1)(b), on January 21, 2025, the Township of Elk adopted Resolution No. 33-2025, which set the Township's 4th Round affordable housing obligation as: (1) Present Need – 17 units; and (2) Prospective Need – 214 units; and

WHEREAS, on January 23, 2025, the Township filed the Resolution No. 33-2025 with the newly created Affordable Housing Dispute Resolution Program (the "Program") pursuant to N.J.S.A. 52:27D-313.2, in a Declaratory Judgment action under the caption, In the Matter of the Township of Elk's Determination of 4th Round Affordable Housing Obligations, Docket No.: GLO-L-000104-25 ("DJ Action"); and

WHEREAS, N.J.S.A. 52:27D-304.1(f)(2)(a), requires a municipality participating in the Program must adopt and submit to the Program a Housing Element and Fair Share Plan on or before June 30, 2025; and

WHEREAS, the 4th Round Housing Element and Fair Share Plan must contain:

1. Descriptions of all of the compliance mechanisms to ensure full compliance with the Township's 4th Round obligations and its prior round obligations;
2. Assessment of the degree to which the municipality has met its fair share obligation from the prior rounds of affordable housing obligations and determine to what extent this obligation is unfulfilled or whether the municipality has credits in excess of its prior round obligations;
3. If any prior round obligation remains unfulfilled, a description of how the unfulfilled obligation will be addressed, except that the Housing Element and Fair Share Plan shall retain any sites from prior round obligations that are subject to a contractual agreement with a developer, or for which the developer has filed a complete application seeking subdivision or site plan approval prior to adoption of the Housing Element and Fair Share Plan;
4. A 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 (including unbuilt sites from prior rounds);
5. Identification of each of the sites that were proposed for such development in the 4th Round and rejected, along with the reasons for such rejection;
6. A 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;
7. Documentation as to the start dates and lengths of affordability controls, income and bedroom distributions, and all affordable housing agreements or deed restrictions for all existing affordable units;

8. Drafts of proposed zoning or other ordinances and resolutions to implement the compliance mechanisms;
9. Spending Plan for the 4th Round; and
10. All other required components of a housing element as set forth in N.J.S.A. 52:27D-310; and

WHEREAS, the Housing Element and Fair Share Plan is an element of the Township Master Plan, which the Combined Planning and Zoning Board of Adjustment has the authority to prepare, adopt or amend pursuant to N.J.S.A. 40:55-28; and

WHEREAS, the Mayor and Committee of the Township of Elk request that the Combined Planning and Zoning Board of Adjustment prepare and adopt an Amended Housing Element and Fair Share Plan before June 30, 2025 in order to implement and comply with the Township's 4th Round affordable housing obligations.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Committee of the Township of Elk, as follows:

1. The foregoing recitals are incorporated herein by reference as if fully set forth at length.
2. The Clerk shall provide a copy of this Resolution to the Secretary of the Combined Planning and Zoning Board.
3. Mayor and Committee hereby direct that the Combined Planning and Zoning Board of Adjustment to prepare and adopt an Amended Housing Element and Fair Share Plan before June 30, 2025 in order to implement and comply with the Township's 4th Round affordable housing obligations.
4. The Combined Planning and Zoning Board of Adjustment shall submit to the Township's Solicitor a copy of the adopted Housing Element and Fair Share Plan, and the Combined Planning and Zoning Board of Adjustment's Resolution approving same within twenty-four (24) hours of adoption.

ADOPTED at a Regular Meeting of the Elk Township Committee held May 1, 2025.

TOWNSHIP OF ELK

BY: _____

CAROLYN D. K. SAMMONS, Mayor

ATTEST:


DEBORA R. PINE, Township Clerk

ROLL CALL VOTE				
COMMITTEE	AYE	NAY	ABSTAIN	ABSENT
Cammarata	✓			
Cowan	✓			
Lucas	✓			
Rambo	✓			
Sammons	✓			

CERTIFICATION

I hereby certify that the above resolution is a true copy of a resolution adopted by the Township Committee of the Township of Elk, County of Gloucester, State of New Jersey, at a meeting held by the same on May 1, 2025, in the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

DEBORA R. PINE
 Clerk

FILED

April 24, 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 TOWNSHIP
OF ELK, 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-104-25

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 23, 2025 (“DJ Complaint”) by the Petitioner, TOWNSHIP of ELK (“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 17 affordable units, and its “prospective need” obligation of the Petitioner has been calculated and reported as 214 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 24th day of **APRIL 2025 ORDERED AND ADJUDGED** as follows:

1. That the “present need” obligation of the Municipality, be, and hereby is fixed as 17 affordable units for the Fourth Round housing cycle.

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

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2. That the “prospective need” obligation of the Municipality, be, and hereby is fixed as 214 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-104-25 ~~1-25~~, 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.

APPENDIX 3

SILVERGATE & AURA WATER AND SANITARY SEWER INFRASTRUCTURE AGREEMENT

THIS AGREEMENT is made on this 28th day of June, 2018, by and between:

SILVERGATE ASSOCIATES, a New Jersey Joint Venture with offices at 593 Bethlehem Pike, Suite 6A, Montgomeryville, PA 18936 (hereinafter "Silvergate"); and

AURA INVESTORS, LLC, a Delaware limited liability corporation with offices at 902 Carnegie Center Boulevard, Suite 300, Princeton, NJ 08054 (hereinafter "Aura")

For purposes of this Agreement, Silvergate and Aura shall collectively be called the "Developers" and either of them may be called a "Developer."

WITNESSETH:

A. WHEREAS, each of the Developers is planning to construct certain real estate projects in the Township of Elk, Gloucester County, New Jersey. The projects, described by block/lot identification, are set forth below:

Developer/Project	Block and Lot #
Silvergate	
Phase 1	N/F Block 56, Lots 4, 11.02 and 12.
Phase 2	N/F Block 63, Lots 2.01 and 2.02.
Phase 3	N/F Block 55, Lot 5 and Lots 5.01-5.52; Block 5.01, Lots 1-7; Block 5.02, Lots 1-51; Block 55.03, Lots 1-18; Block 55.04, Lots 1-18; and, Block 55.05, Lots 1-17.
Phase 4	Block 62, Lots 3.01 and 3.02.
Phase 5	Block 65, P/O Lot 5.
Phase 6	Block 65, P/O Lot 5 and Lot 4.02; Block 170, Lots 14 and 18; and Block 171, Lots 6 and 9.
Phase 7	Block 52, Lot 12.02; Block 53, Lot 1; Block 174, Lot 1; and, Block 213, Lot 3.
Together with such other properties owned or to be acquired by Silvergate to become incorporated as part of the intended Silvergate Project (hereinafter "Silvergate Project/Property(ies)").	
Aura	N/F Block 29, Lots 24.02, 24.03 and 24.04; Block 29.01, Lots 55, 56, 57 and 58; Block 29.02, Lots 13 and 20; Block 29.08, Lots 28, 29, 30, 31, 32, 33, 34 and 35; Block 29.11, Lot 13; Block 29.12, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12; ; Block 31, Lots 2.02, 5.01, 7 & 22; Block 32, Lots 1; and Block 58, Lot 1.

Together with such other properties owned or to be acquired by Aura to become incorporated as part of the intended Aura Project (hereinafter "Aura Project/Property(ies)").

B. WHEREAS, Aura is the successor in title to the lands previously owned by Orleans at Elk, LLC, which may be subject to various Developers Agreements and Infrastructure Cost Sharing Agreements to which Silvergate is a party including, but not limited to:

1. Amended and Restated Developers Agreement Among and Between Silvergate Associates, OHI NJ, Inc. (Orleans), CAN2, LLC (Canuso) and Elk Township Municipal Utilities Authority, dated February 4, 2005.

- Exhibit C-1 to the Amended and Restated Developers Agreement – Primary Water System Schematic prepared by Taylor Wiseman which graphically illustrated the components of the Primary Water System (also attached as Exhibit A to the Water Service Infrastructure Cost Sharing Agreement).
- Exhibit D-1 to the Amended and Restated Developers Agreement – Primary Sewer System Schematic prepared by Taylor Wiseman and Taylor which graphically illustrates the components of the Primary Sewer System (also attached as Exhibit A to the Sewerage Infrastructure Cost Sharing Agreement).
- Exhibit M to the Amended and Restated Developers Agreement:
 - Water Service Infrastructure Cost Sharing Agreement between Silvergate Associates, OHI North Service Corp. (Orleans), CAMCO Management LLC (Canuso), Elk Township Municipal Utilities Authority and New Jersey American Water Company, dated 2004.
 - Sewerage Infrastructure Cost Sharing Agreement between Silvergate Associates and OHI NJ, INC., dated 2005.

2. Addendum to Amended and Restated Developers Agreement Among and Between Silvergate Associates, OHI NJ, INC., CAN2, LLC and Elk Township Municipal Utilities Authority, dated October 9, 2006.

C. WHEREAS, the Developers have obtained or are in the process of obtaining approvals from Elk Township, Gloucester County, and other regulatory agencies to allow for the development of the Silvergate Project and the Aura Project (hereinafter "Projects"); and,

D. WHEREAS, the properties subject to this Agreement have been designated by Elk Township as "Areas in Need of Redevelopment," which may result in the Developers pursuing the modification of approvals which have already been obtained for their projects (hereinafter "Redevelopment Plan(s)"); and,

E. WHEREAS, the Developers recognize that in order for water and sanitary sewer service to be provided for the development of the Projects, it is necessary to design and install comprehensive infrastructure systems (hereinafter "Water System" and "Sanitary Sewer System") that will serve and benefit both the Silvergate Project and the Aura Project, and

that each Developer shall have individual duties and financial responsibilities regarding the installation of the Water System and Sanitary Sewer System as outlined in this Agreement; and,

- F. WHEREAS, the sewerage collection and conveyance system and the water distribution and storage system for the Projects are now under the jurisdiction and control of New Jersey Department of Environmental Protection (hereinafter "NJDEP") and New Jersey American Water (hereinafter "NJAW"); and the sewerage treatment and disposal is under the jurisdiction and control of NJDEP and the Gloucester County Utilities Authority (hereinafter "GCUA"); and prior to the start of the Projects, the Developers must reach mutually satisfactory agreements with NJAW and GCUA to more specifically define the various components of each system, the Developers responsibilities for the construction of each component and any cost sharing responsibilities between the Developers, in a manner by which each Developer may proceed independently or collectively; and,
- G. WHEREAS, the Developers agree that the previous Agreements identified in Section B. above are incorporated herein by reference for background purposes and it is in the interest of both parties to modify, amend and restate the terms and conditions of the said Agreements which apply to the development of the properties, and it is the express purpose of this Agreement to supersede and replace the prior referenced Agreements with the terms and conditions set forth herein:

NOW, THEREFORE, for and in consideration of the mutual terms, covenants and Agreements set forth herein, and intending to be legally bound, the parties agree as follows:

1. BACKGROUND

The purpose and intent of this Agreement is to simplify the process; define individual responsibilities for each Developer; define the cost sharing responsibilities; and provide a procedure by which either Developer can proceed independently or collectively in a fair and equitable basis, without affecting the integrity of the Water System and/or the Sanitary Sewer System which are necessary to serve the intended development of both Projects.

2. WATER SYSTEM: DESIGN, PERMITS, APPROVALS AND CONSTRUCTION

- a. The Water System shall include an extension of the 16" water main (or its equivalent) from its current terminus along CR-667 from Aura to the proposed location of an elevated water storage tank on lands owned by Aura on the west side of Rt. 55 (Block 58, Lot 1); a 750,000-gallon elevated water storage tank; a 12" water main to be extended through an existing sleeve under Rt. 55 and through an existing easement (hereinafter the "Schaffer Easement") from Rt. 55 to CR-619; a 12" water main to be extended along CR-610 from CR-619 to the proposed intersection of Silvergate Drive and CR-610 at Silvergate Phase 1; a 12" water main, or its equivalent, to be extended through Silvergate Phase 1, connecting to an existing 12" water main that extends through an existing sleeve under Rt. 55 between Silvergate Phase 1 and Silvergate Phase 3; a 12" water main, or its equivalent, to be extended from the existing 12"

water main at the sleeve under Rt. 55, through Silvergate Phase 3 to CR-667; and a 12" water main to be extended north along CR-667 and connecting to the 16" water main (or its equivalent) at the intersection of CR-667 and CR-619 to the water distribution system from Aura, as illustrated on **EXHIBIT "A"**.

b. The Developers agree that the responsibilities and obligations for the design, approvals, construction, performance guaranties and all costs associated with of the Water System are as follows:

i. Aura shall have the following responsibilities, duties and obligations regarding the Water System:

- (a.) Aura shall design, obtain all necessary permits and approvals and construct, at its sole cost, the 16" CLDIP Water Main (or its equivalent) from its current terminus along CR-667 from Aura to the proposed location of an elevated water storage tank on lands owned by Aura on the west side of Rt. 55 (Block 58, Lot 1), including a 12" Water Main stub across CR-619 with valve and cap to allow for a future extension of a 12" water main along CR-667. Silvergate shall be responsible for all water improvements from CR-619 to Silvergate Phase 3 and shall be responsible for all costs, easements and performance guaranties related thereto; and,
- (b.) Aura shall design, obtain all necessary permits and approvals and construct a 750,000-gallon elevated water storage tank on lands owned by Aura on the west side of Rt. 55 (Block 58, Lot 1), including a 12" CLDIP water main extension from the elevated water storage tank to a point within 100 feet of the existing sleeve under Rt. 55 with a cap and valve that will allow Silvergate to perform the future extension of a 12" water main through the sleeve under Rt. 55 (subject to Silvergate's responsibilities set forth in Section 2.b.ii.(d.) below), and shall be responsible for all costs, easements and performance guaranties related thereto; with the understanding that NJAW will pay all additional costs to increase the size of the tank from 500,000 gallons to 750,000 gallons; and,
- (c.) Aura shall be responsible for the design and obtaining all necessary permits and approvals (including all costs relating thereto) to extend a 12" Water Main through the existing sleeve under Rt. 55, through New Jersey Department of Transportation (hereinafter "NJDOT") lands adjoining the Rt. 55 Right of Way, and within the Schaffer Easement (including all costs relating to the modification of said easement to allow for construction and maintenance of both water and sanitary sewer utilities) from Rt. 55 to CR-619 and then along CR-610 to the proposed intersection of Silvergate Drive and CR-610. Silvergate shall be responsible for the construction and all other costs related to the construction of this work described in this Section 2.b.i.(c.); and,

Handwritten signature and initials

- (d.) Within 30 days of full execution of this Agreement, Aura shall proceed immediately with the design and applications for all necessary permits and approvals for the construction of the water mains and elevated water storage tank for which it is responsible to construct. Within ninety (90) days after obtaining final and unappealable approvals from all governmental authorities, for its project or any single phase requiring the use of the infrastructure improvements, Aura shall proceed with the construction of the Water System as described in this Section 2.
- (e.) Aura shall be responsible for the design, obtaining all necessary permits and approvals and construction of the water distribution system within its property to provide adequate water service for its intended development and all costs and performance guaranties related thereto.
- (f.) The parties shall execute and deliver the appropriate permanent easements for the water system and temporary construction easements as reasonably required to construct and maintain the water system as more particularly set forth on **EXHIBIT "D"**. Each party shall obtain appropriate subordination and non-disturbance agreements from its respective Lenders, if any.
- ii. Silvergate shall have the following responsibilities, duties and obligations regarding the Water System:
- (a.) Silvergate shall design, obtain all necessary permits and approvals and construct a 12" Water Main along CR-667 from the 12" water main stub constructed by Aura from the intersection of CR-667 and CR-619 to Silvergate Phase 3 at such time as development of Phase 3 starts and shall be responsible for all costs, easements and performance guaranties related thereto; and,
- (b.) Silvergate shall design, obtain all necessary permits and approvals and construct a 12" Water Main (or its equivalent) through Silvergate Phase 3, from CR-667 to the existing 12" Water Main that was previously constructed through the sleeves under Rt. 55 as part of the build out of Phase 3, or at such time as development starts in Silvergate Phase 1, whichever occurs first, and shall be responsible for all costs, easements and performance guaranties related thereto; and,
- (c.) Silvergate shall design, obtain all necessary permits and approvals and construct a 12" CLDIP Water Main (or its equivalent) through Phase 1 from the proposed intersection of Silvergate Drive and CR-610 to the existing 12" Water Main that was previously constructed between Silvergate Phase I and Silvergate Phase 3, as part of the build out of Phase 1 and shall be responsible for all costs, easements and performance guaranties related thereto; and,

- (d.) Silvergate shall construct a 12" CLDIP Water Main through the sleeves under Rt. 55, through NJDOT lands adjoining the Rt. 55 Right of Way and through the Schaffer Easement between Rt. 55 and CR-619 and extending along CR-610 to the proposed intersection of CR-610 and Silvergate Drive at Silvergate Phase 1 pursuant to the design, permits and approvals obtained by Aura and Silvergate shall be responsible for the construction and all costs related to the construction of this work described in this Section 2.b.ii.(d).; and,
 - (e.) Silvergate shall be responsible for the design, all necessary permits and approvals and construction of the water distribution system within its property to provide adequate water service for its intended development and all costs and performance guaranties related thereto; and,
 - (f.) In the event that NJAW requires an emergency connection with another community water system, Silvergate agrees to cooperate by providing a connection to its water distribution system at the eastern end of Phase 6 and agrees to grant such easements as may be required within the Silvergate Property and any rights to other utility easements which Silvergate may have beyond the limits of the Silvergate Property (provided NJAW assumes responsibility for the design, obtaining all necessary permits, approvals and agreements with the owner of such other community water system in such form that does not subject Aura or Silvergate to any additional connections fees or costs related to such emergency connection) and all construction costs associated with the connection to such other community water system; and,
 - (g.) In the event that NJAW requires an ASR well, Silvergate agrees to cooperate by providing a two (2) acre parcel at the previously approved location of the elevated water storage tank on Silvergate's property located along CR-553 (Block 62, Lot 3.02), and any rights that it may have to the existing well on that property, provided NJAW assumes responsibility for the design, obtaining all necessary permits and approvals and all costs related thereto, including construction of a water main connection to the water system constructed for Silvergate's intended development.
- iii. In the event that NJAW requires an increase in the size of any water mains or the extension of any water mains beyond what is necessary to serve the intended developments of Aura and Silvergate, Aura and Silvergate shall cooperate by providing any additional easements as may be required, provided such water main extension does not affect the intended developments of Aura or Silvergate and further provided that NJAW assumes responsibility for all additional costs for design, permits, approvals and increased construction costs related thereto.

3. SANITARY SEWER SYSTEM: DESIGN, PERMITS, APPROVALS, CONSTRUCTION AND COST SHARING REIMBURSEMENT

- a. The Sanitary Sewer System shall include a series of collection mains, pump stations and force mains which will serve all or portions of the Aura and Silvergate properties and a primary pump station and force mains which will serve the combined sewerage flow from the intended development of the Aura and Silvergate properties or portions thereof, as more specifically described herein and illustrated schematically on **EXHIBIT "B"**. It is the intent of this Agreement to (1) define the responsibilities of each Developer for the construction of certain components of the Sanitary Sewer System under different development scenarios; (2) allow for the orderly and timely construction of the entire Sanitary Sewer System in such a form that either Developer can proceed with its intended development, either independently or collectively, without adversely affecting the other Developer's ability to proceed with its intended development; and (3) define responsibilities for costs and reimbursements between the Developers for certain components of the Sanitary Sewer System which are required and shared by both Developers.

- b. The Developers agree that the shared components of the Sanitary Sewer System will include (1) an 8" force main, starting at a point at the proposed intersection of Silvergate Drive and CR-610, at which point the entire sewerage flow from Aura (currently estimated to be 301,519 g.p.d.) will converge with the sewerage flow from Pump Station #1 (hereinafter "PS-1") which discharges the combined sewerage flow from Silvergate Phases 1, 3, 4 and 7 (currently estimated to be 163,643 g.p.d.) and extending along CR-610 to the proposed Pump Station #2 (hereinafter "PS-2"), which is to be relocated to a location near the intersection of CR-610 and the Road A entrance to Silvergate Phase 6; (2) PS-2 which will receive the entire sewerage flow from Aura (currently estimated to be 301,519 g.p.d.) and the entire sewerage flow from Silvergate (currently estimated to be 378,308 g.p.d.); and, (3) a 10" force main extending from PS-2 and discharging into an existing connection to the GCUA force main at CR-637, through easements to be provided by Silvergate. The design and construction of the shared components of the Sanitary Sewer System shall conform to the Conceptual Design Report, Wastewater Pumping Stations & Force Main Analysis, prepared by Taylor, Wiseman and Taylor, dated January 25, 2018, attached hereto as **EXHIBIT "C"**, subject to such modifications as may be required through the approval process by NJAW, GCUA and NJDEP. The Developers agree that there are three different scenarios under which the design, approvals and sequence of construction of the Sanitary Sewer System could progress, depending upon whether one Developer commences construction ahead of the other, or depending on the which Phase of development Silvergate starts first (hereinafter "Scenario #1," "Scenario #2," and "Scenario #3").

- i. Scenario #1 - Aura starts development of the Aura Project before Silvergate starts the Silvergate Project. Aura constructs a pump station at Aura (hereinafter "Aura PS"), with a force main directly to existing connection to the GCUA force main in CR-637, previously constructed by Silvergate, as set forth herein:

(a) Aura constructs Aura PS.

(b) Aura constructs 8" force main from Aura PS along CR-667 and CR-619, or through lands owned by Aura to the Sleeves under Rt. 55. (Elk Township to provide access and use of the second sleeve under Rt. 55.)

(c) Aura modifies the Schaffer Easement or obtains a new easement from the sleeves under Rt. 55 to CR-619 as may be required.

(d) Aura constructs 8" force main through the sleeves under Rt. 55 and through the Schaffer Easement to CR-619 and then to CR-610.

(e) Aura constructs 8" force main along CR-610 to the proposed location of PS #2 in Silvergate Phase 6, with a 6" stub connection provided at the intersection of proposed Silvergate Drive and CR-610 for future connection from PS #1 in Silvergate Phase 1; and a by-pass connection in Silvergate Phase 6 for the future connection to PS #2.

(f) Aura constructs a 10" force main from the location of PS#2 through easements provided by Silvergate through Phase 6 to connect to the existing connection to the GCUA force main in CR-637.

(g) At such time as Silvergate starts development of Silvergate Phase 1 or Silvergate Phase 6, Silvergate shall reimburse Aura for its proportionate share of the costs, based on percentage of ultimate projected flow anticipated within each component of the system used by Silvergate, i.e.; if Silvergate starts development of Phase 1 first, it will reimburse Aura its proportionate share of the cost for the 8" force main from the intersection of Silvergate Drive and CR-610 to the relocated site for PS #2 in Phase 6, and its proportionate share of the cost for the 10" force main from the relocated site of PS #2 to the existing connection to the GCUA force main in CR-637.

ii. Scenario #2 - Silvergate starts development of Phases 5 and 6 of the Silvergate Project before Aura starts the Aura Project, as set forth herein:.

(a.) Silvergate constructs PS #2 in Phase 6 with adequate capacity for the full build out of the Silvergate Project and the Aura Project, with an 8" stub connection provided for future 8" force main connection from the Aura Project or Silvergate PS #1.

(b.) Silvergate constructs 10" force main from PS #2 to the existing connection to the GCUA force main in CR-637.

(c.) At such time that Aura starts development of the Aura Project, Aura shall reimburse Silvergate for its proportionate share of the cost for PS #2 and the 10" force main from PS #2 to the GCUA force main based on the percentage of the ultimate projected flow from each project.

- iii. Scenario #3 - Silvergate starts development of Phase 1 or Phase 3 of the Silvergate Project before Aura starts the Aura Project. Silvergate constructs PS #1 in Phase 1 with a force main connection directly to the existing connection to the GCUA force main in CR-637 as set forth herein:
 - (a.) Silvergate constructs PS #1 in Phase 1.
 - (b.) Silvergate constructs a 6" force main through Phase 1 to the proposed intersection of Silvergate Drive and CR-610.
 - (c.) Silvergate constructs a 8" force main from the proposed intersection of Silvergate Drive and CR-610 to the relocated site of PS #2 in Phase 6, with a connection provided at the proposed intersection of Silvergate Drive and CR-610 (at Silvergate Phase 1) for the 8" force main to be constructed by Aura in the future. Silvergate constructs a 10" force main from the PS #2 site to the existing connection to the GCUA force main at CR-637.
 - (d.) At such time as Aura starts construction of the Aura Project, Aura shall reimburse Silvergate for its proportionate share of the costs of the 8" and 10" force mains from the intersection of proposed Silvergate Drive and CR-610 (at Silvergate Phase 1) to the GCUA force main in CR-637, based on the ultimate projected flow from each project.
- c. The Developers agree that Silvergate had previously obtained all necessary permits and approvals for the construction of the shared components a sanitary sewer system intended to serve the Aura Project (formerly Latham Park) and Silvergate Project as approved pursuant to NJDEP TWA Permit # 03-0209, which TWA Permit remains valid. The Sanitary Sewer System described in this Section 3 will require an amendment or modification to said TWA Permit. Aura agrees that it will be responsible for the revised design and all costs associated with revised permits and approvals necessary to affect these revisions and obtain an amendment or modification to said TWA Permit in accordance with the CONCEPTUAL DESIGN REPORT, Wastewater Pumping Stations & Force Mains Analysis for Aura and Silvergate, prepared by Taylor Wiseman & Taylor, dated January 25, 2018 (as previously identified as **EXHIBIT "C"**). Silvergate and Aura will remain responsible for all costs related to the revised design of the sanitary sewer collection mains within their individual Projects required to amend or modify said TWA Permit.
- d. The parties shall execute and deliver the appropriate permanent easements for the sewer system and temporary construction easements as reasonably required to construct and maintain the sewer system as more particularly set forth on **EXHIBIT "D"**. Each party shall obtain appropriate subordination and non-disturbance agreements from its respective Lenders, if any.



4. DEVELOPERS' OBLIGATION TO PROVIDE NOTICE PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF WATER SYSTEM AND SANITARY SEWER SYSTEM

Silvergate and Aura acknowledge and agree that due to the interrelationship of the Projects and the Developers' individual and joint responsibilities in regards to the Water System and the Sanitary Sewer System, it is imperative that they keep one another informed as to the timing for the commencement of construction of their respective Project, and therefore agree to undertake the following steps, in accordance with the Notice provisions in Section 10 below:

a. Water System:

- i. Aura agrees that at least 45 days prior to the commencement of construction of the Water System, it will provide written notice to Silvergate.
- ii. Within 15 days of receipt of such notice, Silvergate shall advise Aura if it intends to commence construction of any portion of its Project, and of any additional portions of the Water System required to serve that portion of Silvergate's Project. The Developers agree to coordinate the timing, sequence and construction of the various components of the Water System in such a manner to result in the most cost effective and timely completion of each component in the best interest of both Developers.

b. Sanitary Sewer System - Scenario #1:

- i. Aura agrees that at least 45 days prior to the commencement of construction of the Sewer System under Scenario #1, it will provide written notice to Silvergate.
- ii. Within 15 days of receipt of such notice, Silvergate shall advise Aura if it intends to commence construction of any portion of its Project, and of any additional portions of the Sanitary Sewer System required to serve that portion of Silvergate's Project. The Developers agree to coordinate the timing, sequence and construction of the various components of the Sanitary Sewer System in such a manner to result in the most cost effective and timely completion of each component in the best interest of both Developers.
- iii. If Silvergate provides notification to Aura that it does not intend to commence construction in conjunction with Section 4.b.ii. above, then Silvergate shall provide Aura with at least 45 days written notice prior to its commencement of construction of either Phase 1 or Phase 6, and Silvergate's Reimbursement Obligations (as defined in Section 5 below) shall become due and payable.

c. Sanitary Sewer System - Scenario #2 or Scenario #3:

- i. Silvergate agrees that at least 45 days prior to the commencement of construction of the Sewer System under Scenario #2 or Scenario #3, it will provide written notice to Aura.
- ii. Within 15 days of receipt of such notice, Aura shall advise Silvergate if it intends to commence construction of any portion of its Project, and of any additional portions of the Sanitary Sewer System required to serve that portion of Aura's Project. The Developers agrees to coordinate the timing, sequence and construction of the various components of the Sanitary Sewer System in such a manner to result in the most cost effective and timely completion of each component in the best interest of both Developers.
- iii. If Aura provides notification to Silvergate that it does not intend to commence construction in conjunction with Section 4.c.ii. above, Aura shall provide Silvergate with at least 45 days written notice prior to its commencement of construction, and Aura's Reimbursement Obligations (as defined in Section 5 below) shall become due and payable.

5. DEVELOPERS' REIMBURSEMENT OBLIGATIONS

The Developers acknowledge that they are subject to Reimbursement Obligations (as defined herein) for the shared components of the Sanitary Sewer System as defined in Section 3.b. above, and agree to pay its respective Reimbursement Obligation at such time as specifically set forth under each Scenario described in Section 3. above, pursuant to the following:

- a. The total amount that will be used to calculate the Reimbursement Obligation(s) shall include the actual cost of construction, the cost of performance guaranties (if any), survey layout, inspections, NJAW overhead charges, dedication/asset transfer fees, and interest that may accrue as set forth in Section 5. d. below.
- b. The amount of the Reimbursement Obligation(s) to be paid shall be based on the percentage of ultimate projected flow anticipated within each component of the system from each Project at the time that Reimbursement Obligation payment is due, however, at no time shall the ultimate projected sewerage flow from the entire Aura Project be less than 214,216 g.p.d.; and the ultimate projected sewerage flow from the entire Silvergate Project be less than 358,318 g.p.d. as set forth in **EXHIBIT "E"**.
- c. The Developer entitled to receive the Reimbursement Obligation payment shall provide the other party with an Invoice (hereinafter "Original Invoice") for the total Reimbursement Obligation amount as set forth in Section 5. a. and Section 5. b. above, within 30 days of completion of the work for which reimbursement is due, including the following written documentation:



- i. Invoices detailing the cost of each component of the Sewer System which is subject to a Reimbursement Obligation under the scenario that was constructed, with proof of payment.
 - ii. A calculation showing the total flow through each of those components, and what percentage of that flow is attributable to each of the Projects.
 - iii. A letter from NJAW or its Engineer acknowledging satisfactory completion of the work.
 - iv. The items described in Section 5.c.(i) and Section 5.c.(ii) above shall be combined to provide an invoice outlining the Developer's Reimbursement Obligation.
- d. If full payment of the Reimbursement Obligation is not made within thirty (30) days of receipt of the Original Invoice, interest shall accrue at a rate of five percent (5%) per annum, calculated from the date of the Original Invoice until full payment, including accrued interest, is made as required in Section 4. b. and 4. c. above.
- d. The parties agree that invoices sent by facsimile transmission or email shall be acceptable.
- e. The failure of Silvergate or Aura to fulfill their Reimbursement Obligation(s) as described herein shall constitute an "event of default" which shall trigger the remedies outlined in Section 6 below.

6. DEFAULT

In the event Silvergate or Aura fails or refuses to comply fully with any term of the Agreement (hereinafter "Defaulting Party"), the other party (hereinafter "Non-Defaulting Party") may declare them in Default through written notice describing such default (hereinafter "Notice of Default"). If the Defaulting Party fails to cure such monetary default within ten (10) days or thirty (30) days for a non-monetary default following its receipt of Notice of Default, the Non-Defaulting Party shall have the right to undertake any or all of the following steps:

- a. The Non-Defaulting Party shall have the right to proceed with the construction of any components of the Water System and/or the Sanitary Sewer System which are the responsibility of the Defaulting Party, but only to the extent necessary for the Non-Defaulting Party to proceed with the development of its Project. Upon completion of such work, the Non-Defaulting Party shall present Defaulting Party with an invoice for reimbursement of all costs incurred for the performance of such work, which the Defaulting Party shall be required to pay within 30 days from the date of such invoice.

- b. The Non-Defaulting Party shall be permitted to file a Construction Lien Claim against the Property of the Defaulting Party to secure payment of the Reimbursement Obligation(s).
- c. The Defaulting Party shall be responsible for paying interest on outstanding Invoices and/or Reimbursement Obligations at the rate of 1.5% compound interest per month from the date of receipt of Notice of Default until payment is made in full, in addition to reimbursing the Non-Defaulting Party for all collection costs and reasonable attorneys' fees.

In the event of Default, the Defaulting Party shall not be entitled to use or make connection to any components of the Water System and/or Sanitary Sewer System until and unless all obligations of the Defaulting Party have been satisfied. The Non-Defaulting Party shall be permitted to notify all appropriate agencies, authorities and public entities having authority and control of the Projects that a Default has occurred and the Defaulting Party is restricted from any use or connection to the Water System and/or Sanitary Sewer System until the Default has been satisfied, and take any action necessary to enforce the restriction, without recourse by the Defaulting Party.

7. TIMING

In the event that Aura fails to pursue its obligations for design, permits and approvals and construction for the Water System as set forth in Section 2 above in a diligent and timely manner, Silvergate may provide notice to Aura that it intends to assume the responsibility and obligations of Aura, and if Aura fails to satisfy those obligations within ninety (90) days of receipt of such notice, Silvergate may, but is not obligated to, complete the obligations of Aura as it relates to Section 2 above. Upon completion of the work related thereto, Silvergate shall be entitled to reimbursement of all costs related thereto, pursuant to the provisions of Section 5 above, and if full payment is not received by Silvergate within the time specified therein, Aura shall be declared in Default pursuant to the provisions of Section 6 above.

8. DISPUTE RESOLUTION BETWEEN THE DEVELOPERS

Any dispute between the Developers concerning the terms and conditions of this Agreement, or its interpretation, shall be resolved through mediation with an agreed-upon mediator. The Developer seeking mediation shall transmit a written Notice of Requested Mediation to the other Developer, and the mediation shall be scheduled thereafter as soon as a mediator has been selected, as set forth below, but in no event later than thirty (30) days following the date of the Notice of Requested Mediation. The mediator shall attempt to mediate the dispute and, if the mediation is unsuccessful, the matter shall thereafter proceed to binding arbitration to be conducted in accordance with the Rules of the American Arbitration Association.



The Developers shall jointly choose the qualified mediator/arbitrator. If the Developers are unable to agree upon selection of a mediator/arbitrator, each Developer shall choose a qualified mediator/arbitrator, who shall in turn jointly choose a third mediator/arbitrator, who shall individually hear and decide the dispute. The determination of the third mediator/arbitrator shall be conclusive, final and binding on all parties. The parties agree to split the cost of any mediation or arbitration under this section.

9. GOVERNING LAW

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

10. NOTICES

All notices, consents, approvals or other communications hereunder or necessary to affect the purpose and intent of this Agreement shall be in writing and shall be deemed properly given if sent by the United States Mail, Certified, Return Receipt Requested, addressed to the appropriate party or successor in interest, or sent via telefax or email with a copy sent via regular mail. Changes in notice recipient for any parties to this Agreement shall be made in writing under the terms of this Section 10. Notice shall be effective upon mailing.

NOTICES shall be sent as follows:

Notice to Silvergate:
Silvergate Associates
c/o The Quaker Group
593 Bethlehem Pike
Suite 6A
Montgomeryville, PA 18936

ATTN: Nicholas Casey
Phone: (856) 627-1809
Email: ncasey@quakergroup.com

With Copy to:

M. James Maley, Jr., Esq.
Maley Givens, P.C.
1150 Haddonfield Avenue
Suite 210
Collingswood, NJ 08108

Phone: (856) 854-1515
Fax: (856) 858-2944
Email: jmaley@maleygivens.com

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

Notice to Aura:

Aura Investors, LLC
902 Carnegie Center Blvd.
Suite 300
Princeton, NJ 08540

ATTN: Dennis W. Stattman
Phone:
Email:

With Copy to:
Aura Investors, LLC
c/o Harvestate Group, LLC
188 Tamarack Circle
Skillman, NJ 08588

ATTN: Stephen Patron
Phone: (609) 448-3300
Email: spatron@Harvestate.com

With Additional Copy to:

Jack Plackter, Esq.
Fox Rothschild, LLP
Midtown Building
1301 Atlantic Avenue
Suite 400
Atlantic City, NJ 08401-7212

Phone: (609) 348-4515
Fax: (609) 348-6834
Email: jplackter@foxrothschild.com

11. MISCELLANEOUS

- a. This Agreement may be signed in one or more counterparts (or with scanned or facsimile counterpart signature pages) which, taken together, shall constitute a fully executed Agreement and shall be considered as a single document. The effective date shall be the date of the last signature.
- b. This Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns, including any successor in title, interest or equity to all or any portion of the properties specified in Section A above. The terms, conditions, covenants and provisions of this Agreement shall be binding and fully enforceable not only on the parties named herein, but also their or its respective heirs, executors,

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

administrators and successors in title, interest or equity to the property or any portions thereof.

12. DEVELOPERS' REPRESENTATIONS AND WARRANTIES

Silvergate and Aura represent and warrant that each has the full power and authority to enter into and fulfill its obligations under this Agreement, and the execution, delivery and performance of this Agreement by Developer constitutes a valid and binding obligation of Developer and the respective Developer's property, enforceable in accordance with its terms. No consent, waiver or approval by any other party or person is required in connection with the execution and delivery by Developer of this Agreement, or the performance by Developer of its obligations hereunder, or any instrument contemplated thereby.

13. ENTIRE AGREEMENT

The entire Agreement between the Developers is expressly set forth in this Agreement, and the parties are not bound by any agreements, understandings, provision, conditions, representations or warranties other than those expressly set forth herein. It is further agreed and understood, that upon execution hereof, the terms and conditions set forth in this Agreement shall replace and supersede all prior Agreements set forth in Section B. 1. and Section B. 2. above.

14. CHANGES

No change, alteration, amendment, modification or waiver of any of the terms or provisions hereto shall be valid, unless the same shall be in writing and signed by parties hereto.

15. OTHER PARTIES

Nothing in this Agreement shall preclude a subsequent amendment to permit additional developers to become a party to this Agreement, including, but not limited to, the assignee of any party hereto, provided, however, that any such additional party shall execute an appropriate assignment and assumption agreement agreeing to be bound by this Agreement and such other agreements as are required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and date first above written.

WITNESS:



SILVERGATE ASSOCIATES:


Sara Gowing
President of Managing Partner



Date: June 28 , 2018

WITNESS:

Dawn E Phero

AURA INVESTORS, LLC

Dennis W. Stattman

Dennis W. Stattman
Managing Member

Date: June 28 , 2018

Each page
initialed by
me

of
5

SCHEMATIC LAYOUT
COMMON/INTERCONNECTED WATER FACILITIES
ELK TOWNSHIP, GLOUCESTER COUNTY, NJ

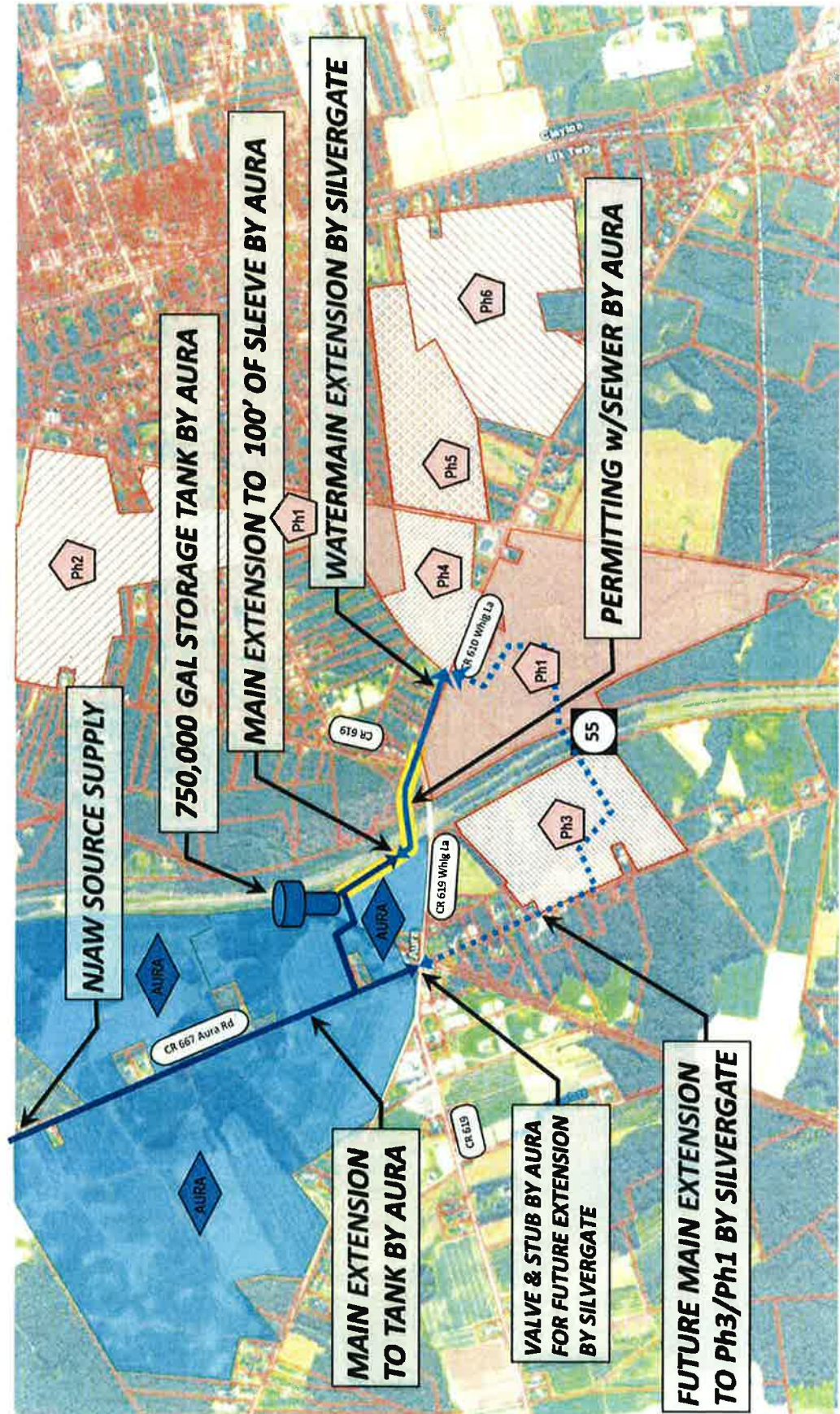


EXHIBIT "C"

CONCEPTUAL DESIGN REPORT Wastewater Pumping Stations & Force Mains Analyses

Aura & Silvergate
Elk Township
Gloucester County, NJ

Prepared for:

Aura Investors, LLC
902 Carnegie Center Boulevard, Suite 300
Princeton, NJ 08540

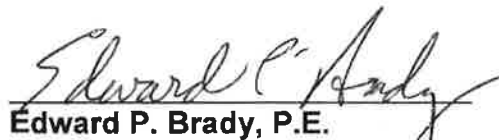
Prepared by:



Taylor Wiseman & Taylor

ENGINEERS SURVEYORS SCIENTISTS

124 Gaither Drive, Suite 150
Mount Laurel, NJ 08054
(856) 235 - 7200


Edward P. Brady, P.E.

NJ Professional Engineer No. 24GE03283600

Assisted by: Thomas A. Wingate
Christopher M. Bryan, PE

Project #: 17715.1012.00

Date: January 25, 2018

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- GCUA Clayton Pumping Station & Force Main Data
- Fairbanks Morse Model 5433 Pump Curve
- Flygt Pump Curves
- Concept Design Schematic
- WaterCAD V8i Output Results (Aura Pumping Station & Full Build Out)



I. Executive Summary

This document was prepared as a discussion instrument for the conceptual design modifications of the Elk Township Wastewater Collection System. The base wastewater system has been designed and permitted through the New Jersey Department of Environmental Protection Department (NJDEP) for the Silvergate Development (TWA Permit # 00-3697). Modification of the permit is required due to overall changes in the development plans for Elk Township, acquisition of the wastewater franchise by New Jersey American (NJA), and acceptance from the Gloucester County Utilities Authority (GCUA) of the total wastewater generated within Elk Township. The core concept of disposal remains the same as the approved permit, with Silvergate Pumping Station # 2 injecting into the GCUA Clayton Force Main at final full buildout, but now allows for interim direct connection of Silvergate Pumping Station #1 and the Aura Pumping Station. Note: there would remain the single connection point with the Clayton Force Main which is currently constructed. The changes in the development is a result of the land use changes, relocation of the pumping stations and the phasing of the proposed development, with the understanding that build-out would take approximately 10-15 years. This study is based on the full build-out of development with sewer flows based on current NJDEP criteria, which historically are conservative. It should be expected that once development begins, the actual sewer flows will be monitored, quantified, compared with projections and the balance of capacity evaluated on a semi-annual basis. In doing so, it is anticipated that the need for larger capacity pumps in the future may not be required.

II. Purpose & Background

The purpose of this study was to analyze the proposed wastewater pumping stations and force mains for the Aura and Silvergate development projects. Wastewater will be conveyed to the pumping stations via gravity sewers and then pumped from the stations into a shared force main that discharges into the Gloucester County Utility Authority's (GCUA) Clayton Force Main. The Aura and Silvergate projects will be constructed in phases. The Aura project will be served by a single pumping station, referenced in this report as Aura P.S. The Silvergate project will be served by two pumping stations, referenced in this report as Silvergate P.S. #1 and Silvergate P.S. #2. The study analyzed various scenarios as the phases of the projects are constructed. The objective was to size the pumping systems for each pumping station and study how the



system will perform given the changing operating conditions as the pumping stations become operational over the course of the phased construction.

III. Description of Study

The wastewater conveyance system was analyzed using Bentley WaterCAD V8i hydraulic modeling software. The location of pumping stations and force main routes were based on the latest available information from Aura Investors, LLC. and Silvergate Associates on their proposed projects. The analysis uses Silvergate Associates recently revised locations for the pumping stations within the Phase 1 and Phase 6 of its project. The new station locations reduced the size and depth of the gravity collection mains and reduced the depth of the station wet wells. The GCUA Force Main discharge was modeled using pump and force main data provided by the GCUA for the Clayton Pumping Station¹.

The final build out will consist of the Aura P.S. with an 8-inch force main that runs south along RT 667 and then east along RT 610 until it discharges into the Silvergate P.S. #2. The Silvergate P.S. #1 will connect into the 8-inch force main at the proposed intersection of RT 610 and Silvergate Drive via a 6-inch force main running through the Silvergate Phase 1 project. The Silvergate P.S. #2 will then pump the total flow from the Silvergate and Aura projects via a 10-inch force main that discharges at the existing connection point into the GCUA 16-inch force main located along RT 637.

The study considered the possibility of the Silvergate and Aura projects being constructed independent of one another's timelines. If the Aura project is constructed first, the 10-inch force main for the Silvergate P.S. #2 to the GCUA system connection would be constructed at the same time as the 8-inch force main from the Aura P.S. and a by-pass connection installed near the Silvergate P.S. #2 that will allow the 8-inch force main to be connected directly to the 10-inch force main until the Silvergate P.S. #2 is built. If the Silvergate P.S. #2 is the first station built, the 10-inch force main would be constructed and an 8-inch stub would be constructed from the wet well that provides for the future connection of the 8-inch force main to the pumping station.

¹ Minimal Information was provided by the GCUA. Information used in this study is based on assumed data that closely correlates with the data provided



Various operating conditions were analyzed as part of the study to see how the entire system will perform during the implementation of the projects. Below is a brief description of the 6 scenarios that were analyzed:

Scenario #1: Aura P.S. Discharging Directly into GCUA Force Main

Scenario #2: Silvergate P.S. #1 Discharging Directly into GCUA Force Main

Scenario #3: Aura and Silvergate P.S. #1 Discharging Directly into GCUA Force Main Simultaneously

Scenario #4: Aura P.S. Discharging into Silvergate P.S. #2. Silvergate P.S. #2 Discharging into GCUA Force Main.

Scenario #5: Silvergate P.S. #1 Discharging into Silvergate P.S. #2. Silvergate P.S. #2 Discharging into GCUA Force Main.

Scenario #6: Aura P.S. and Silvergate P.S. #1 Discharging into Pumping Silvergate P.S. #2 Simultaneously. Silvergate P.S. #2 Discharging into GCUA Force Main.

IV. Flows

The table below is a summary of the contributing daily flows, at full build out, for the three pumping stations and the required pumping rate of the stations to meet the NJDEP requirement of 2.5 times the average daily flow. A full breakdown of the phased contributing flows for each station can be found in the appendix of this report.

Description	Total Avg. Daily Flow	Avg. Daily Flow Rate	Minimum Pumping Rate ²
	GPD	GPM	GPM
Aura Pumping Station	301,519	209	523
Silvergate Pumping Station #1	163,643	114	284
Silvergate Pumping Station #2	214,665	149	1225 ³

² Minimum Pumping Rate is 2.5 times the average daily flow into the station per NJDEP pumping station requirements.

³ (2.5x Total Avg. Day Flow) + (Aura P.S. Pumping Rate) + (Silvergate P.S. #1 Pumping Rate)



The GCUA Clayton Pumping Station is reported to have an operating point of 1,300 GPM at 80 feet of head with one pump in operation and an operating point of 1,623 GPM at 89 feet of head with two pumps operating. The current average daily flow through the station is reported at 601,000 GPD with an additional committed flow of 327,000 GPD, for a future flow of 928,000 GPD. The current minimum pumping rate of the station is 1043 GPM and the future minimum pumping rate of the station is 1611 GPM.

V. Analysis

The hydraulic analysis was run with published pump curve data from manufacturers. For the GCUA Clayton Pumping Station, the pump curve used in the study was the flooded suction Fairbanks Morse model 5433 with 10.2" Impeller and 6" discharge. The data points used for the curve were a shutoff head of 111 Feet, 1300 GPM at 80 feet, 812 GPM at 89 feet, and max operating of 2500 GPM at 40 feet. Proposed pumping stations pumps were based on Flygt duplex submersible pumps. The pumps were sized to meet or exceed the minimum pumping rate for each station. The full buildout pumping rate was used for each scenario and a pump was chosen that can achieve the required flows for each scenario. Following is a table summarizing the results of the pump operating points for the various scenarios.

Description	Pumping Rate	Static Head	Total Dynamic Head	Pump Size
	GPM	Feet	Feet	HP
Scenario #1: Aura P.S. to GCUA				
Aura Pumping Station	610	4	130	35
GCUA Pumping Station	1115	28	84	40
Scenario #2: Silvergate P.S. #1 to GCUA				
Silvergate Pumping Station #1	385	18	181	35
GCUA Pumping Station	1175	28	83	40
Scenario #3: Aura P.S. & Silvergate P.S. #1 to GCUA				
Aura Pumping Station	555	4	143	35
Silvergate Pumping Station #1	255	22	212	35
GCUA Pumping Station	1060	28	86	40
Scenario #4: Aura P.S. to Silvergate P.S. #2 to GCUA				
Aura Pumping Station	570	-10	68	23



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Wastewater Pumping Stations Analyses
Elk Township, Gloucester County, NJ

Silvergate Pumping Station #2	1325	19	113	60
GCUA Pumping Station	890	28	91	40
Scenario #5: Silvergate P.S. #1 to Silvergate P.S. #2 to GCUA				
Silvergate Pumping Station #1	295	4	126	23
Silvergate Pumping Station #2	1325	19	113	60
GCUA Pumping Station	890	28	91	40
Scenario #6: All Stations Operating				
Aura Pumping Station	540	-10	74	23
Silvergate Pumping Station #1	220	4	143	23
Silvergate Pumping Station #2	1325	19	113	60
GCUA Pumping Station	890	28	91	40

The analysis found that the highest operating condition for the Aura P.S. and Silvergate P.S. #1 is if the stations discharge directly into the GCUA force main. This is due to the increase pipe length and the injection pressure required for the discharge into the 16-inch force main. Once the Silvergate P.S. #2 is in service, the total dynamic head is reduced for the other two stations. In this situation, the pumps for the Aura P.S. and Silvergate P.S. #1 pumping stations could be changed out to smaller pumps or variable frequency drives (VFD) could be used to reduce the running speeds of the pumps so that energy savings can be realized once the entire wastewater system is constructed. Installation of VFD's for each station is recommended in general so that run speeds can be adjusted as contributing flows increase as phases of construction progress and also to lessen the impact on the downstream system pressure by the pumping stations.

In Scenarios #3 and #6, when both the Aura P.S. and Silvergate P.S. #1 are operating simultaneously, the pumping rate drops below the minimum pumping rate for the Silvergate P.S. #1. Given that the pumps still operate well above the average daily flow rate and the operating condition will only occur temporarily, the risk of over flowing the station is minimal. If the water level in the station did start to exceed normal operating, the lag pump would come on to achieve a flow greater than the minimum pumping rate.

The flow velocities in the force mains were also analyzed. A flow velocity greater than 2 feet/second was achieved in the force mains for each scenario, except for the 10-inch portion of the force main in Scenario #2. This scenario will only be of concern if the Silvergate P.S. #1



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*Wastewater Pumping Stations Analyses
Elk Township, Gloucester County, NJ*

becomes operational before the Aura P.S. or the Silvergate P.S. #2. In that scenario, a maintenance plan may need to be developed for the 10-inch force main to ensure there is no accumulation of sediment.



17715.1012.00
Wastewater Pumping Stations Analyses
Elk Township, Gloucester County, NJ

APPENDIX



Taylor Wiseman & Taylor
ENGINEERS SURVEYORS SCIENTISTS

CALCULATIONS

BY **TAW** DATE **01/08/18**
CHK'D **EPB** DATE

SHEET 1 of 2
JOB # 17715.1011.06

Flow

Determine Wastewater Flow Generation for Proposed Aura Development unit count provided by M.Canuso 12/08/17 (& revised per discussion)

Plan A (Existing Approval at Age Restricted Flow)

Unit Type	# Units	3 Bed	2 Bed	1 Bed	Total Flow
Residential	AR Q/unit>>	225	170	110	GPD
	Q/unit>>	300	225	150	GPD
AR Single Family	477	477	0		107,325
Ap'd Single Fam >> to Glassboro				0	0
Totals	477	477	0	0	107,325

Commercial

Retail (sf)	160,000				16,000
					123,325

Municipal Allocation	4,600
Future Growth 18%	22,266

Total Estimated Flow 150,191 >>>>>>

Round Up 151,000 GPD~gpm

ADF gpm	PF	Min Pump
105	2.5	262

Plan C - (per M.Canuso & follow-up with S.Patron)

Age Restricted (reduced flow)

Unit Type	# Units	3 Bed	2 Bed	1 Bed	Total Flow
Residential	Q/unit>>	225	170	110	GPD
Multi Family	684		479	205	103,980
Townhouse	390	117	273	0	72,735
Single Family	320	96	224	0	59,680
Totals	1394	213	976	205	236,395

Commercial

Retail (sf)	150,000				15,000
					251,395

Municipal Allocation	4,600
Future Growth 18%	45,524

Total Estimated Flow 301,519 >>>>>>

Round Up 302,000 GPD~gpm

ADF gpm	PF	Min Pump
210	2.5	524



Taylor Wiseman & Taylor
ENGINEERS SURVEYORS SCIENTISTS

CALCULATIONS

BY **TAW** DATE **1/18/2018**
CHK'D **EPB** DATE

SHEET 1 of 2
JOB # 17715.1011.06

Flow

Determine Wastewater Flow Generation for Proposed Silvergate Development
Contributing Flow Data Provided by Richard Clemson on 1/15/18

Silvergate Flows to Pump Station #1:

Silvergate Phase 1:	13,340 gpd			
Silvergate Phase 3:	48,600 gpd			
Silvergate Phase 4:	55,967 gpd	gpm		
Silvergate Phase 7:	45,736 gpd		PF	Min Pump
Total to PS#1:	163,643 gpd	114	2.5	284

Silvergate Flows to Pump Station #2:

Silvergate Phase 2:	68,700 gpd			
Silvergate Phase 5:	56,265 gpd			
Silvergate Phase 6:	89,700 gpd	gpm		
Flow from PS#1:	163,643 gpd		PF	Min Pump
Total to PS#2:	378,308 gpd	263	2.5	657

Silvergate PUD
 Elk Township, Gloucester County, NJ

LAND USE SCHEDULE AND WASTEWATER FLOW PROJECTION

PHASE	RESIDENTIAL UNITS APPROVED PER GENERAL DEVELOPMENT PLAN				NUDEP REQUIRED UNIT FLOW	RESIDENTIAL PROJECTED FLOW (GPD)	* RESIDENTIAL UNITS WITH PRELIMINARY APPROVAL OR ANTICIPATED				NUDEP REQUIRED UNIT FLOW	RESIDENTIAL PROJECTED FLOW (GPD)	NON-RESIDENTIAL SQUARE FOOTAGE APPROVED PER GENERAL DEVELOPMENT PLAN				NUDEP REQUIRED UNIT FLOW	NON-RESIDENTIAL PROJECTED FLOW (GPD)	** NON-RESIDENTIAL SQUARE FOOTAGE WITH PRELIMINARY APPROVAL OR ANTICIPATED				NUDEP REQUIRED UNIT FLOW	NON-RESIDENTIAL PROJECTED FLOW (GPD)	TOTAL PROJECTED FLOW PER (GPD)	TOTAL ANTICIPATED FLOW (GPD)
	PLAN	UNIT	TYPE	NUDEP REQUIRED UNIT FLOW			TYPE OF UNIT	NUDEP REQUIRED UNIT FLOW	UNITS	NUDEP REQUIRED UNIT FLOW			UNITS	NUDEP REQUIRED UNIT FLOW	UNITS	NUDEP REQUIRED UNIT FLOW			UNITS	NUDEP REQUIRED UNIT FLOW	UNITS	NUDEP REQUIRED UNIT FLOW				
1	35	SFD	300	GPDDU	10,500		35	SFD	300	GPDDU	10,500		25,400	0.10	GPDSF	2,540		25,400	0.10	GPDSF	2,540		13,040	13,040		
2	254	SFD	300	GPDDU	10,500		229	SFD	300	GPDDU	10,500		N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A		85,200	85,200		
3	181	SFD	300	GPDDU	10,500		182	SFD	300	GPDDU	10,500		N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A		54,300	54,300		
4	98	2BR DU	225	GPDDU	21,000		48	2BR DU	225	GPDDU	10,800		100,000	0.10	GPDSF	10,000		148,042	Varies	GPDSF	30,767		66,400	55,067		
5	98	2BR DU	300	GPDDU	28,800		48	2BR DU	300	GPDDU	14,400															
5 (100% CENTER)	228	THU	300	GPDDU	67,800		172	THU	300	GPDDU	51,800		45,650	0.10	GPDSF	4,565		40,050	0.10	GPDSF	4,005		72,455	50,285		
5		APT			0		48	2BR APT	225	GPDDU	10,800		N/A	N/A	N/A	N/A		N/A	N/A	N/A	N/A		117,000	80,700		
5		APT			0		48	3BR APT	300	GPDDU	14,400															
5	208	DUPLEX	300	GPDDU	79,800		70	DUPLEX	300	GPDDU	21,000															
5	127	SFD	300	GPDDU	38,100		145	SFD	300	GPDDU	43,500															
***7 (REGIONAL COMMERCIAL)	N/A						N/A						237,500	0.10	GPDSF	23,750		180,000	0.10	GPDSF	18,000		23,750	18,000		
***7 (REGIONAL COMMERCIAL)	N/A						N/A						237,500	0.10	GPDSF	23,750		180,000	0.10	GPDSF	18,000		23,750	18,000		
***7 (REGIONAL COMMERCIAL)	N/A						N/A						38,200	0.10	GPDSF	3,820		31,380	0.10	GPDSF	3,138		3,820	3,138		
***7 (REGIONAL COMMERCIAL)	N/A						N/A						730	25	GPDEMP	5,750		184	25	GPDEMP	4,800		5,750	4,800		

TOTAL PROJECTED FLOW PER GENERAL DEVELOPMENT PLAN APPROVAL = 460,775

TOTAL ANTICIPATED SEWAGE FLOW = 378,308

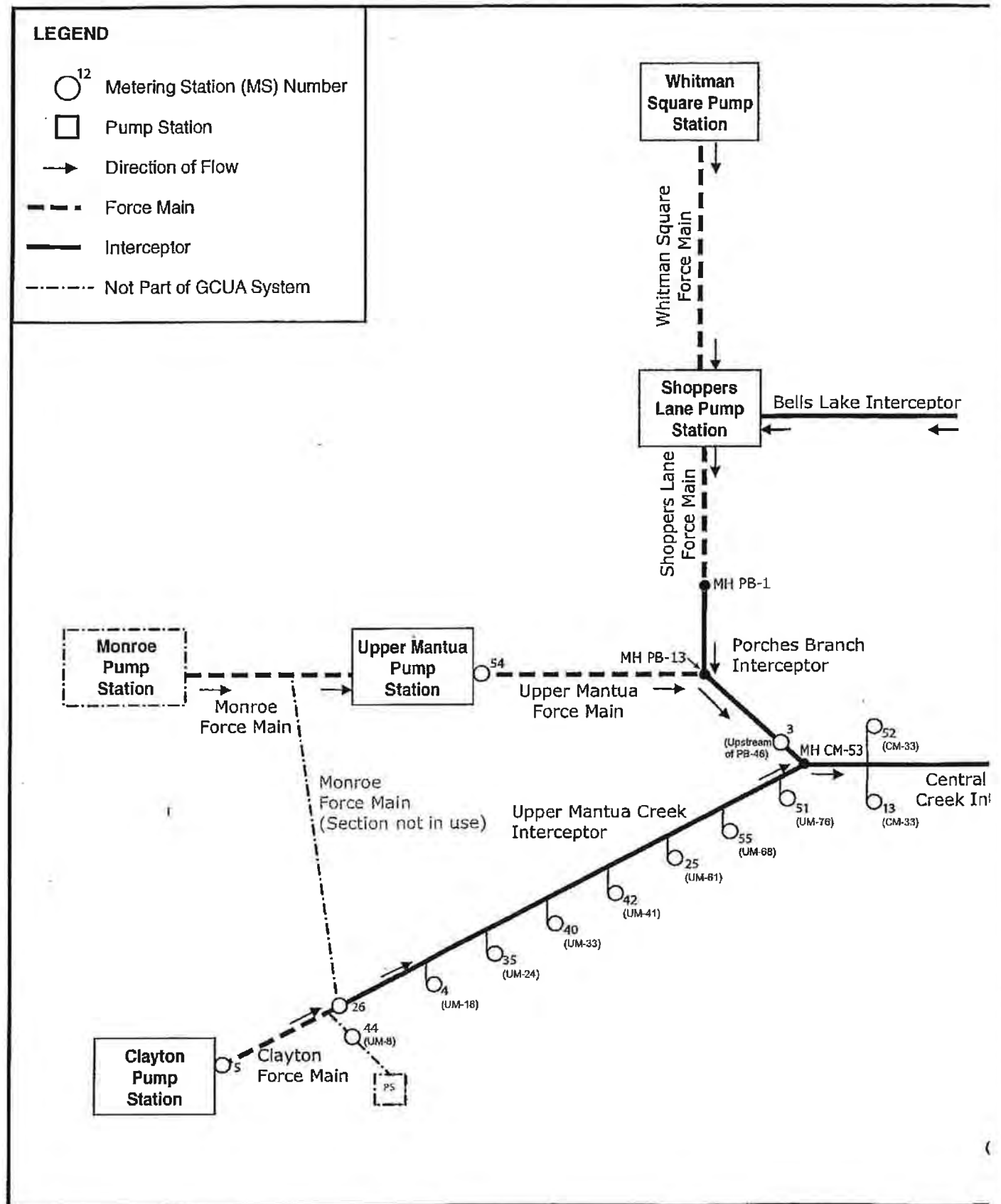
1 Proposed residential/non-residential quantities shown hereon for Phases 1, 2, 3, 5 and 6 reflect residential and non-residential yields obtained from engineered plans that have been prepared and submitted to Elk Township for approval. Phases 1 and 3 have received Final Approval; Phases 2, 5 and 6 have received conditional Preliminary Approval; Phase 4 has been temporarily tabled.

* Proposed residential quantities shown hereon for Phase 4 reflects transfer of 98 apartment units from Phase 4 to Phase 6.

** Proposed non-residential quantities shown hereon for Phase 4 reflects an estimated yield based on a Concept Plan developed by Silvergate.

Proposed non-residential quantities shown hereon for Phase 7 reflects an estimated yield obtained by reducing the General Development Approved Land Use yield by 25%.

*** Total yield approved by the GPD is 815,200 sf. 140,200 sf is designated as Industrial/Office, leaving 237,500 sf as commercial space. Out of the 140,200 sf, 38,200 sf is designated as office space. The remaining 101,000 sf is designated as warehouses. It is anticipated that this space would support 230 employees.



2.3.3 Clayton Connection

The Clayton connection consists of a pump station, force main, and MS #5. Flows collected at the pump station are discharged through a force main with a total equivalent length of 24,715 lf constructed of 16-inch cement-lined ductile iron pipe. The Clayton force main terminates at Manhole UM-1, the upstream end of the Upper Mantua Creek interceptor. Table 2-11 summarizes the physical characteristics of Clayton force main.

Table 2-11
Summary of Clayton Force Main

System Component	Location	Pipe Size (inches)	Length (lf)	Material
Clayton force main	Clayton pump station to UM-1	16	24,715*	Cement-lined ductile iron

*Length equals total equivalent length.

The Clayton pump station consists of two installed Fairbanks Morse pumps. There is also a shelf spare available. Each pump at Clayton pump station has an impeller diameter of 10.2 inches. The pumps are individually rated to discharge 1,300 gpm at a total dynamic head of 80 ft. Pumping in parallel, the pump station flow capacity is 1,623 gpm at a total dynamic head of 89 ft. Power for the pumps is provided by 40-hp, constant speed electric motors operating at 1,750 rpm.

All wastewater collected by the Clayton Sewerage Authority collection system discharges into the Clayton pump station. MS #5 is located immediately downstream of the pump station to measure flows being discharged to the GCUA system. Average daily flows through this station are approximately 601,000 gpd. In addition, approximately 327,000 gpd are committed from various approved projects.

2.3.4 Upper Mantua Creek Interceptor

The main trunkline of the Mantua Creek collection system begins with the Upper Mantua Creek interceptor at the discharge point of the Clayton force main. The upstream end of this interceptor

is defined by Manhole UM-1. Flows are conveyed to the downstream end of the Upper Mantua Creek interceptor at Manhole CM-53, the upstream end of the Central Mantua interceptor.

The Upper Mantua Creek interceptor is 27,807 ft long and is connected by 93 manholes. When first constructed, the sewer was composed entirely of reinforced concrete pipe, but a multi-phase rehabilitation project was implemented in the mid-1980s during which the interceptor between Manholes UM-1 and UM-19 was sleeved with a polyethylene liner. This resulted in a 2-inch reduction in pipe diameter, but the hydraulic capacity of the pipe was not critically reduced due to improved flow conditions. Table 2-12 summarizes the physical characteristics of the Upper Mantua Creek interceptor.

Table 2-12
Summary of Upper Mantua Creek Interceptor

System Component	Location	Pipe Size (inches)	Length (lf)	Material
Upper Mantua Creek interceptor	UM-1 to UM-8	22	2,835	Polyethylene-lined reinforced concrete
Upper Mantua Creek interceptor	UM-8 to UM-19	25	4,112	Polyethylene-lined reinforced concrete
Upper Mantua Creek interceptor	UM-19 to CM-53	30	20,860	Reinforced concrete
Total length of pipe = 27,807 lf				
Total number of manholes = 93				

There are eight locations at which flows are metered from municipal sewer line connections with the GCUA system. All MSs along this interceptor are offline. Below, the locations at which each connection ties into the system, as well as the average flows measured by the MSs, are specified:

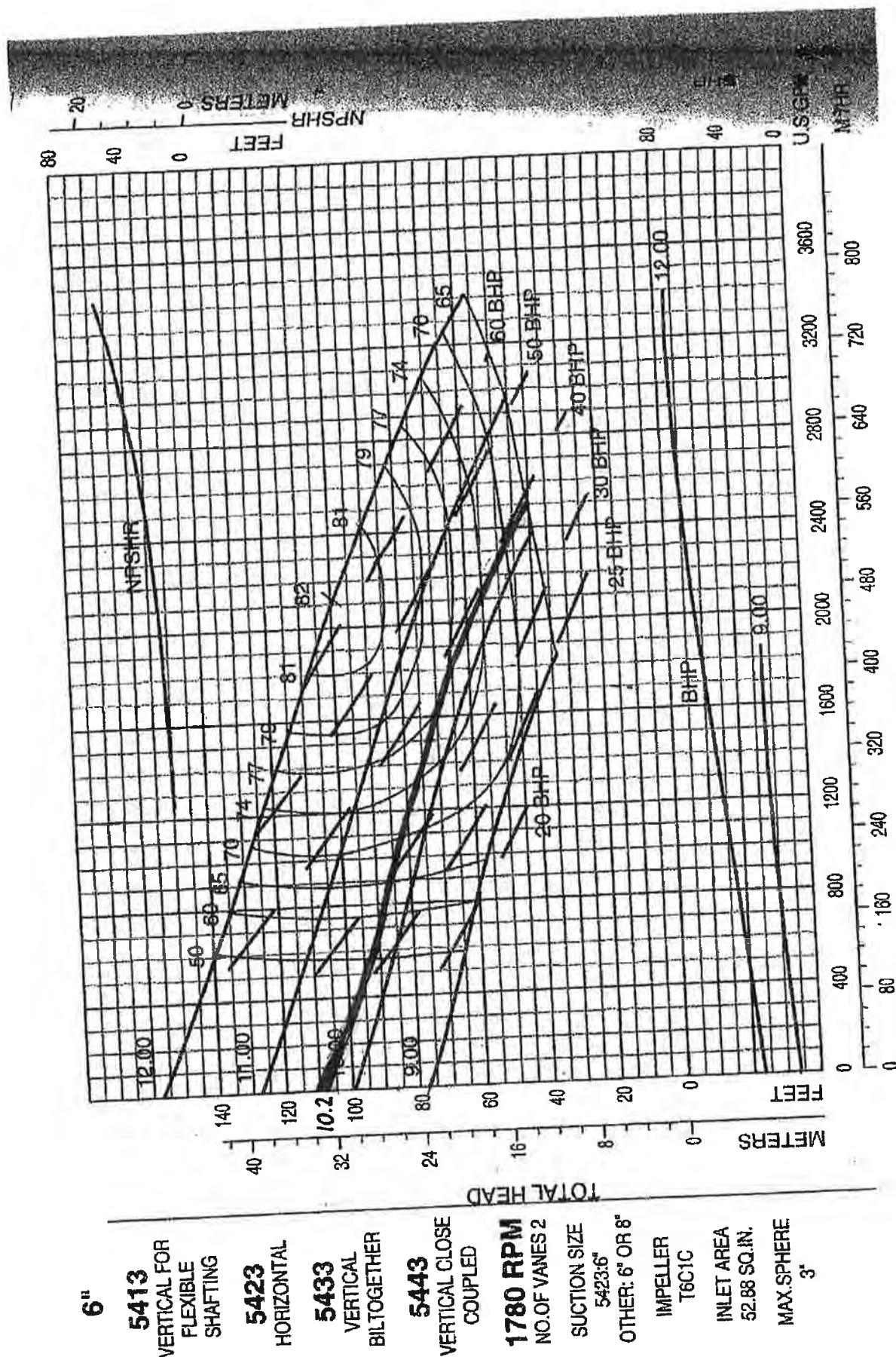
- **Stanger Avenue MS #44:** Measures flows that connect to the Upper Mantua Creek interceptor at Manhole UM-8. Average flows are approximately 64,400 gpd.
- **Birches MS #4:** Measures flows that connect to the Upper Mantua Creek interceptor at UM-18. Average flows are approximately 1.5 mgd.
- **Whethersfield Woods MS #35:** Measures flows that connect to the Upper Mantua Creek interceptor at UM-24. Average flows are approximately 192,000 gpd.


- **Doubletree MS #40:** Measures flows that are conveyed through a short interceptor to Manhole UM-33, the connection point with the Upper Mantua Creek interceptor. The short interceptor consists of two pipe segments and Manhole UM-33A. The upstream pipe segment between Doubletree MS #40 and UM-33A is approximately 125 ft long and the downstream pipe segment between UM-33A and UM-33 is approximately 257 ft long. Average flows through Doubletree MS #40 are approximately 176,000 gpd.
- **Autumn Ridge MS #42:** Measures flows that connect to the Upper Mantua Creek interceptor at UM-41. Average flows are approximately 56,000 gpd.
- **Pitman East MS #25:** Measures flows that connect to the Upper Mantua Creek interceptor at UM-61. Average flows are approximately 211,000 gpd.
- **Parke Place MS #55:** Measures flows that connect to the Upper Mantua Creek interceptor at UM-68. Average flows are approximately 65,800 gpd.
- **Bethel Mill Park MS #51:** Measures flows that connect to the Upper Mantua Creek interceptor at UM-76. Average flows are approximately 6,700 gpd.

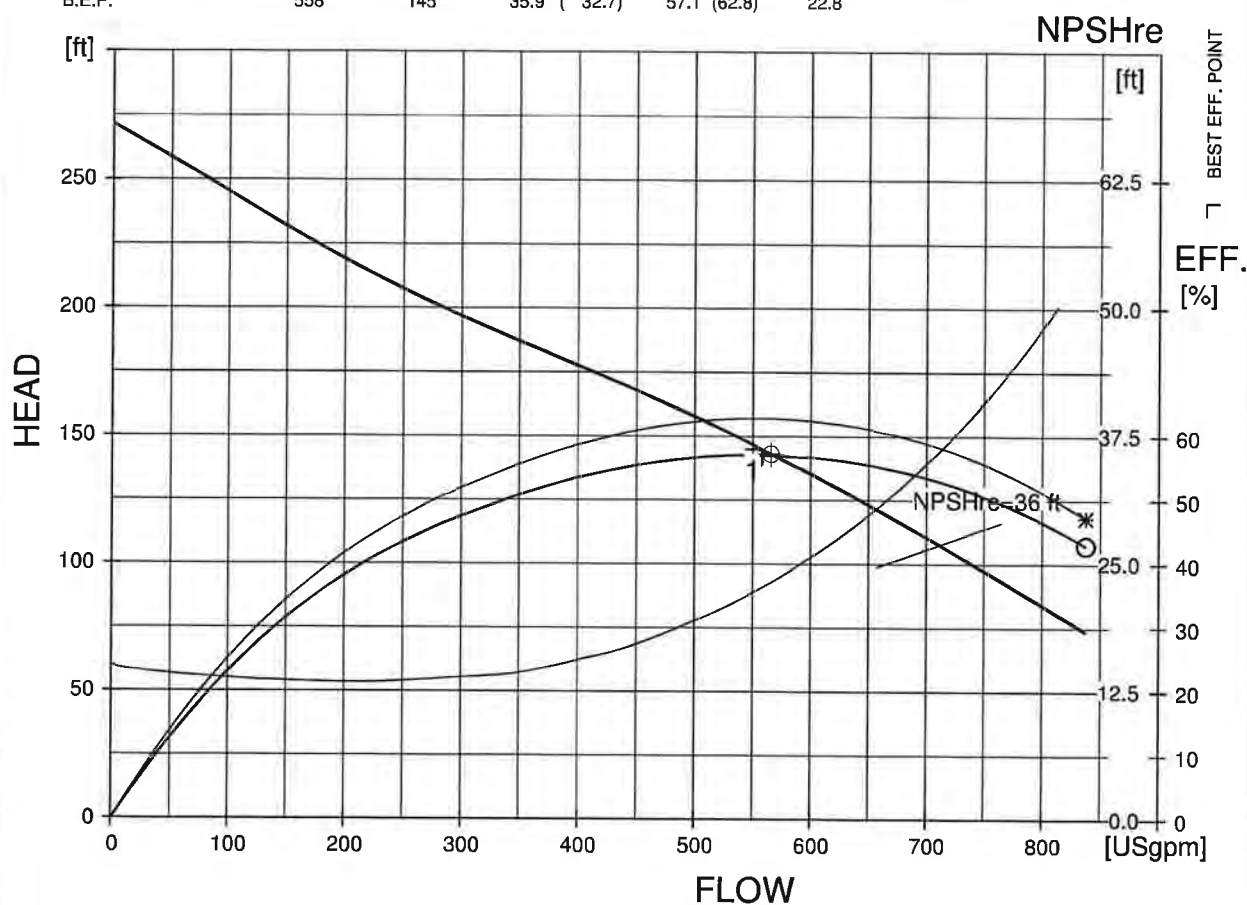
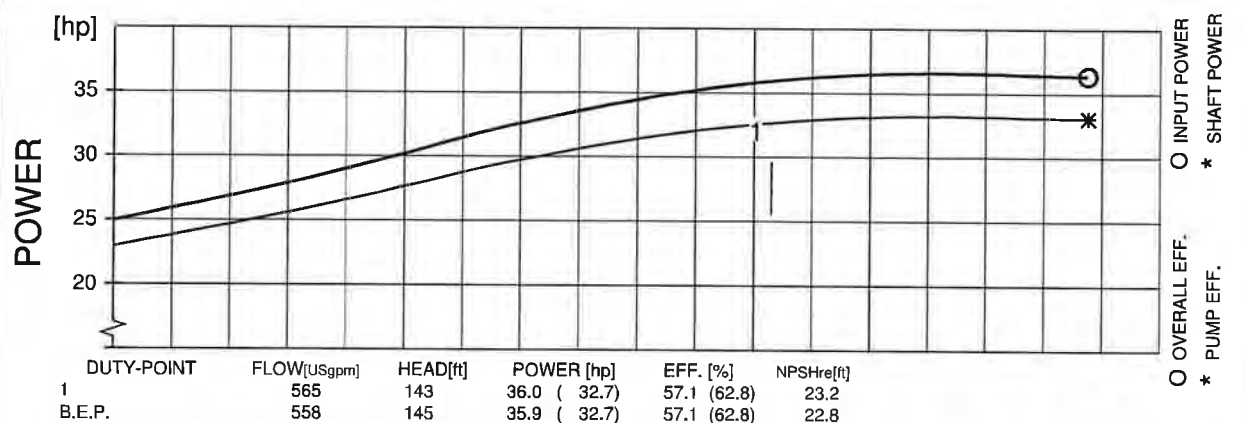
In addition to currently metered flows, approximately 280,000 gpd are committed from various approved projects.

2.3.5 Whitman Square Pump Station and Force Main

The Whitman Square pump station is located at the site of a former sewage treatment plant on Whitman Drive in Washington Township. Flows are discharged from the pump station to the Whitman Square force main, which conveys flows to the Shoppers Lane pump station. The force main varies in diameter from the upstream to the downstream end. At the upstream end, a 12-inch main constructed of cast iron extends approximately 3,800 ft from the pump station to Black Horse Pike (State Route 42), where it is reduced to an 8-inch cement-lined cast iron main, which continues for approximately 1,750 ft along Greentree Road. At a point about 500 ft west of Barclay Drive, the main connects to a wye leading to parallel 8-inch and 12-inch pipes. However, the 8-inch main has been valved off and is no longer in use. All of the flow is conveyed through the 12-inch reinforced concrete main, which continues for approximately 2,220 ft to the terminus of the force main at Manhole WS-1 on Shoppers Lane. The total equivalent length of the force main is 7,808 lf. A 60-ft gravity line constructed of 24-inch reinforced concrete pipe connects the Whitman Square force main at Manhole WS-1 to the wet well at Shoppers Lane pump station. Table 2-13 summarizes the physical characteristics of the Whitman Square connection.



				PERFORMANCE CURVE				PRODUCT NP3171.180		TYPE SH	
DATE 2018-01-24		PROJECT						CURVE NO 63-275-00-1070		ISSUE 3	
POWER FACTOR		1/1-LOAD 0.91	3/4-LOAD 0.89	1/2-LOAD 0.82	RATED POWER 35	hp	IMPELLER DIAMETER 195 mm				
EFFICIENCY		91.0 %	91.5 %	92.0 %	STARTING CURRENT ... 292	A	MOTOR # 25-18-2AA		STATOR 09YSER		REV 10
MOTOR DATA		---	---	---	RATED CURRENT ... 40	A	FREQ. 60 Hz		PHASES 3	VOLTAGE 460 V	POLES 2
COMMENTS			INLET/OUTLET - / 4 inch		RATED SPEED 3530	rpm	GEARTYPE ---				
			IMP. THROUGHLET ---		TOT.MOM.OF INERTIA ... 0.073	kgm2					
					NO. OF BLADES 2						




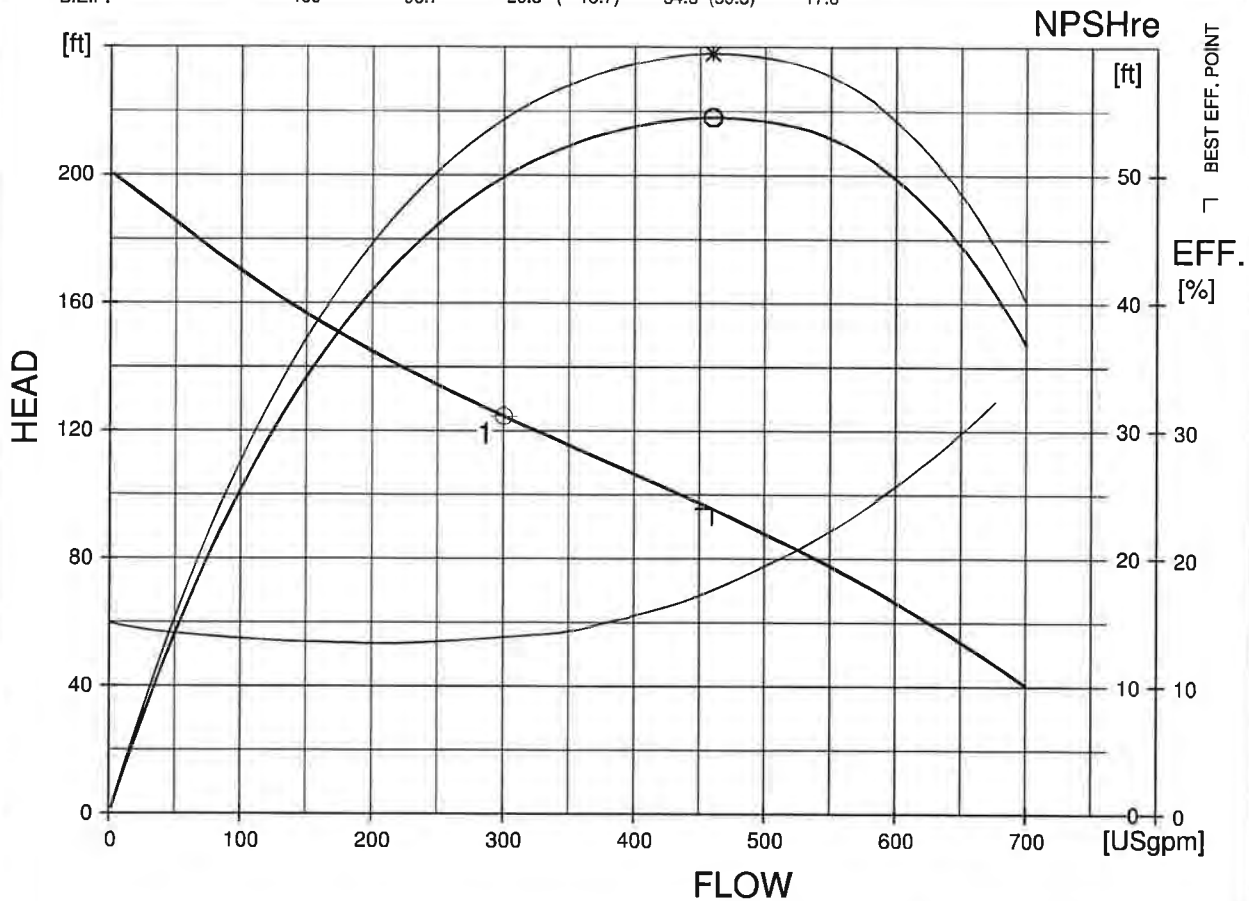
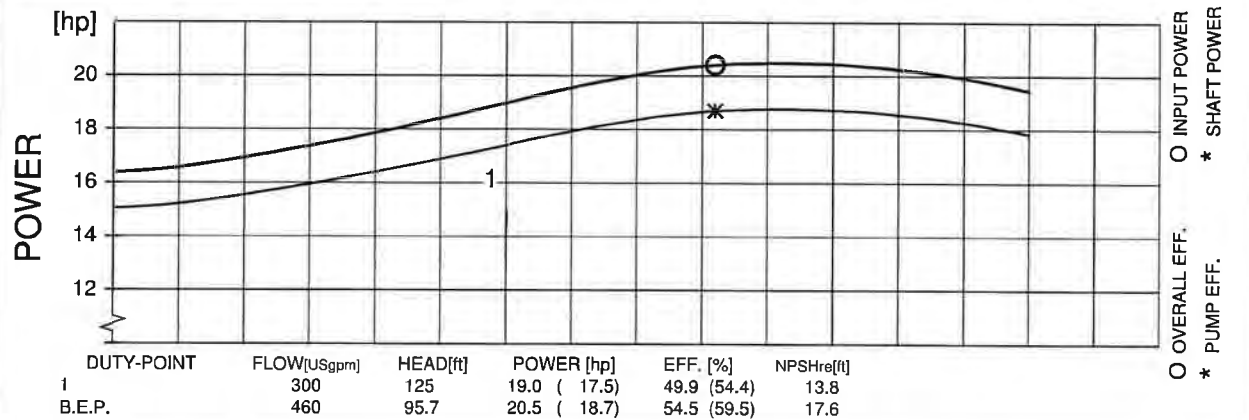
FLYPS3.1.0.0 (20050224)

NPSHre = NPSH3% + min. operational margin
Performance with clear water and ambient temp 40 °C



HI B Curve

				PERFORMANCE CURVE				PRODUCT NP3153.181		TYPE SH		
DATE 2018-01-24		PROJECT						CURVE NO 63-275-00-1070		ISSUE 1		
POWER FACTOR		1/1-LOAD 0.91	3/4-LOAD 0.87	1/2-LOAD 0.79	RATED POWER 23		hp		IMPELLER DIAMETER 166 mm			
EFFICIENCY		91.0 %	91.5 %	91.5 %	STARTING CURRENT ... 207		A		MOTOR # 21-18-2BB		STATOR 04YSER	REV 10
MOTOR DATA		---	---	---	RATED CURRENT ... 26		A		FREQ. 60 Hz	PHASES 3	VOLTAGE 460 V	POLES 2
COMMENTS			INLET/OUTLET -/ 4 inch		RATED SPEED 3510		rpm		GEARTYPE ---			
			IMP. THROUGHLET ---		TOT.MOM.OF INERTIA ... 0.030		kgm2		RATIO ---			
					NO. OF BLADES 2							



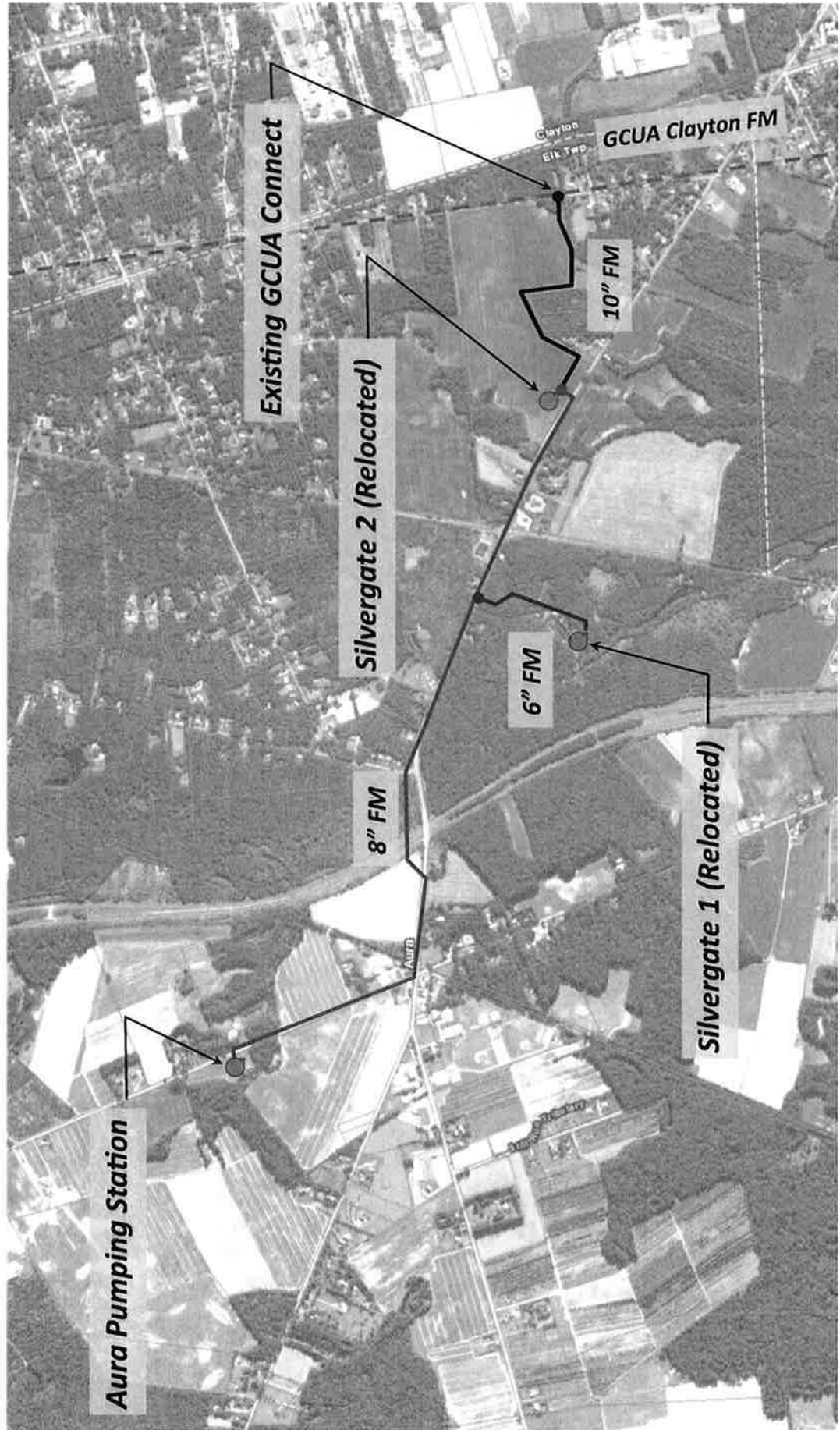
FLYPS3.1.0.0 (20050224)

NPSHr = NPSH3% + min. operational margin
 Performance with clear water and ambient temp 40 °C

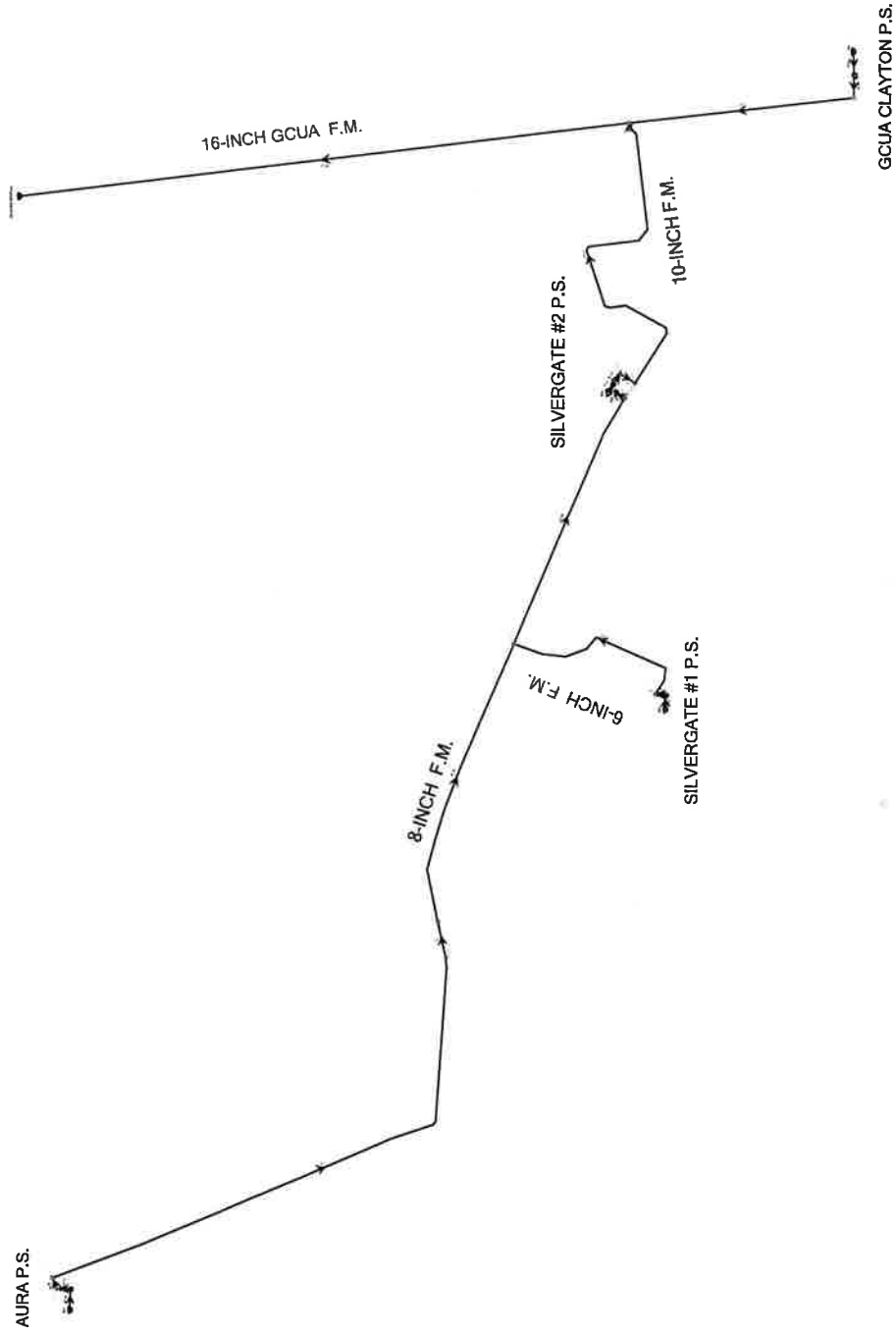


HI B Curve

CONCEPTUAL DESIGN SCHEMATIC
Wastewater Pumping Station & Force Main
ELK TOWNSHIP, GLOUCESTER COUNTY, NJ



Scenario: All Stations Operating Simultaneously



Scenario: Aura Pumping Station
Current Time Step: 0.000 h
FlexTable: Pump Table

ID	Label	Elevation (ft)	Pump Definition	Status (Initial)	Hydraulic Grade (Suction) (ft)	Hydraulic Grade (Discharge) (ft)	Flow (Total) (gpm)	Pump Head (ft)
57	AURA P.S.	114.00	NP3171 SH3 35 HP	On	115.00	244.94	612	129.94
79	SILVERGATE #1 P.S.	96.00	NP3171 SH3 35 HP	Off	0.00	175.19	0	0.00
85	SILVERGATE #2 P.S.	99.00	NP3202.180-HT 60 HP	Off	100.00	128.41	0	0.00
114	GCUA CLAYTON P.S.	90.00	GCUA Pump	On	91.00	175.24	1,117	84.24

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Scenario: Aura Pumping Station
Current Time Step: 0.000 h
FlexTable: Pipe Table

Label	Start Node	Stop Node	Status (Initial)	Diameter (in)	Material	Hazen- Williams C	Minor Loss Coefficient (Local)	Length (ft)	Flow (gpm)	Velocity (ft/s)
P-12	R-1	AURA P.S.	Open	100.0	Ductile Iron	100.0	0.000	0	612	0.03
P-13	AURA P.S.	J-10	Open	6.0	Ductile Iron	100.0	8.100	25	612	6.95
P-14	J-10	J-11	Open	8.0	PVC	130.0	0.000	109	612	3.91
P-15	J-11	J-12	Open	8.0	PVC	130.0	0.000	5,318	612	3.91
P-16	J-12	J-13	Open	8.0	PVC	130.0	0.000	332	612	3.91
P-17	J-13	J-14	Open	8.0	PVC	130.0	0.000	2,728	612	3.91
P-18	J-14	J-15	Open	8.0	PVC	130.0	0.000	2,495	612	3.91
P-20	J-15	J-16	Open	8.0	PVC	130.0	0.000	163	612	3.91
P-21	J-16	J-17	Open	10.0	PVC	130.0	3.000	3,354	612	2.50
P-22	J-17	J-18	Open	8.0	PVC	130.0	0.000	60	612	3.91
P-23	R-2	SILVERGATE #1 P.S.	Open	100.0	Ductile Iron	100.0	0.000	0	0	0.00
P-24	SILVERGATE #1 P.S.	J-19	Open	6.0	Ductile Iron	100.0	8.100	20	0	0.00
P-25	J-19	J-14	Open	6.0	PVC	130.0	0.800	1,795	0	0.00
P-26	R-4	SILVERGATE #2 P.S.	Open	100.0	Ductile Iron	130.0	0.000	0	0	0.00
P-28	J-15	R-3	Closed	8.0	PVC	130.0	0.000	92	0	0.00
P-29	J-18	GCUA DOWNSTREAM	Open	16.0	Ductile Iron	130.0	0.000	16,015	1,729	2.76
P-30	SILVERGATE #2 P.S.	J-20	Open	8.0	Ductile Iron	130.0	8.100	20	0	0.00
P-31	J-20	J-16	Closed	10.0	PVC	130.0	0.000	156	0	0.00
P-32	R-7	GCUA CLAYTON P.S.	Open	100.0	Ductile Iron	130.0	0.000	1	1,117	0.05
P-33	GCUA CLAYTON P.S.	J-21	Open	6.0	Ductile Iron	130.0	8.100	20	1,117	12.67
P-34	J-21	J-18	Open	16.0	Ductile Iron	130.0	0.000	8,700	1,117	1.78

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Scenario: Aura Pumping Station
Current Time Step: 0.000 h
FlexTable: Junction Table

ID	Label	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
59	J-10	141.00	0	237.66	42
61	J-11	141.00	0	236.86	41
63	J-12	126.00	0	197.71	31
65	J-13	121.00	0	195.26	32
67	J-14	126.00	0	175.19	21
69	J-15	125.00	0	156.82	14
71	J-16	125.00	0	155.62	13
74	J-17	127.00	0	147.00	9
76	J-18	127.00	0	146.56	8
81	J-19	124.00	0	175.19	22
92	J-20	124.00	0	128.41	2
116	J-21	109.00	0	153.22	19

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Scenario: All Stations Operating Simultaneously
Current Time Step: 0.000 h
FlexTable: Pump Table

ID	Label	Elevation (ft)	Pump Definition	Status (Initial)	Hydraulic Grade (Suction) (ft)	Hydraulic Grade (Discharge) (ft)	Flow (Total) (gpm)	Pump Head (ft)
57	AURA P.S.	114.00	NP 3153 SH3 23 HP	On	115.00	188.68	540	73.68
79	SILVERGATE #1 P.S.	99.00	NP 3153 SH3 23 HP	On	0.00	142.50	220	142.50
85	SILVERGATE #2 P.S.	99.00	Constant Power Sizing	On	100.00	212.29	1,325	112.29
114	GCUA CLAYTON P.S.	90.00	GCUA Pump	On	91.00	181.18	892	90.18

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Scenario: All Stations Operating Simultaneously
Current Time Step: 0.000 h
FlexTable: Pipe Table

Label	Start Node	Stop Node	Status (Initial)	Diameter (in)	Material	Hazen- Williams C	Minor Loss Coefficient (Local)	Length (ft)	Flow (gpm)	Velocity (ft/s)
P-12	R-1	AURA P.S.	Open	100.0	Ductile Iron	100.0	0.000	0	540	0.02
P-13	AURA P.S.	J-10	Open	6.0	Ductile Iron	100.0	8.100	25	540	6.13
P-14	J-10	J-11	Open	8.0	PVC	130.0	0.000	109	540	3.45
P-15	J-11	J-12	Open	8.0	PVC	130.0	0.000	5,318	540	3.45
P-16	J-12	J-13	Open	8.0	PVC	130.0	0.000	332	540	3.45
P-17	J-13	J-14	Open	8.0	PVC	130.0	0.000	2,728	540	3.45
P-18	J-14	J-15	Open	8.0	PVC	130.0	0.000	2,495	760	4.85
P-20	J-15	J-16	Closed	8.0	PVC	130.0	0.000	163	0	0.00
P-21	J-16	J-17	Open	10.0	PVC	130.0	3.000	3,354	1,325	5.41
P-22	J-17	J-18	Open	8.0	PVC	130.0	0.000	60	1,325	8.46
P-23	R-2	SILVERGATE #1 P.S.	Open	100.0	Ductile Iron	100.0	0.000	0	220	0.01
P-24	SILVERGATE #1 P.S.	J-19	Open	6.0	Ductile Iron	100.0	8.100	20	220	2.50
P-25	J-19	J-14	Open	6.0	PVC	130.0	0.800	1,795	220	2.50
P-26	R-4	SILVERGATE #2 P.S.	Open	100.0	Ductile Iron	130.0	0.000	0	1,325	0.05
P-28	J-15	R-3	Open	8.0	PVC	130.0	0.000	92	760	4.85
P-29	J-18	GCUA DOWNSTREAM	Open	16.0	Ductile Iron	130.0	0.000	16,015	2,217	3.54
P-30	SILVERGATE #2 P.S.	J-20	Open	8.0	Ductile Iron	100.0	8.100	20	1,325	8.46
P-31	J-20	J-16	Open	10.0	PVC	130.0	0.000	156	1,325	5.41
P-32	R-7	GCUA CLAYTON P.S.	Open	100.0	Ductile Iron	130.0	0.000	1	892	0.04
P-33	GCUA CLAYTON P.S.	J-21	Open	6.0	Ductile Iron	130.0	8.100	20	892	10.13
P-34	J-21	J-18	Open	16.0	Ductile Iron	130.0	0.000	8,700	892	1.42

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Scenario: All Stations Operating Simultaneously
Current Time Step: 0.000 h
FlexTable: Junction Table

ID	Label	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
59	J-10	141.00	0	182.99	18
61	J-11	141.00	0	182.35	18
63	J-12	126.00	0	151.30	11
65	J-13	121.00	0	149.36	12
67	J-14	127.00	0	133.43	3
69	J-15	125.00	0	106.01	-8
71	J-16	125.00	0	200.68	33
74	J-17	127.00	0	164.54	16
76	J-18	127.00	0	162.68	15
81	J-19	116.00	0	141.57	11
92	J-20	124.00	0	202.30	34
116	J-21	109.00	0	167.08	25

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EXHIBIT "D"

RECIPRICAL UTILITY & CONSTRUCTION EASEMENTS

Aura Investors, LLC shall grant Utility, Access and Construction Easements to Silvergate Associates and New Jersey American Water within the following properties for the stated purposes:

- 1. Block 31, Lots 2.02, 5.01, 7 & 22; and, Block 58, Lot 1 for construction, access and maintenance of a water main extension from the existing 16" water main in CR-667 to the proposed location of the elevated water storage tank as illustrated on Exhibit "A", including access easements from CR-667 and CR-619, pursuant to plans and descriptions to be prepared by Taylor, Wiseman and Taylor.**
- 2. Block 58, Lot 1 for construction, access and maintenance of the proposed water storage tank and the water main extension from the proposed elevated water storage tank to the existing sleeve under Rt. 55 as illustrated on Exhibit "B" and for a water main extension to provide for a future 12" water main connection at the intersection of CR-667 and CR-619, including an access easement from CR-619, pursuant to plans and descriptions to be prepared by Taylor, Wiseman and Taylor.**

Silvergate Associates shall grant Utility, Access and Construction Easements to Aura Investors, LLC and New Jersey American Water within the following properties for the stated purposes:

- 1. Block 170, Lots 14 & 18 for construction, access and maintenance of a sanitary sewer force main, including a by-pass connection at the proposed location of PS #2, and connection to an existing sanitary sewer connection to the GCUA force main in CR-637 as illustrated on Exhibit "B", including access easements from CR-610 and CR-637, pursuant to plans and descriptions to be prepared by James Sassano Associates.**

Aura Investors, LLC and Silvergate Associates agree to cooperate in providing any additional easements as may be required by New Jersey American Water and necessary to complete the Water System and Sanitary Sewer System as described in Sections 2 and 3 of the underlying Wate and Sanitary Sewer Infrastructure Agreement.

EXHIBIT "E"
Base Projected Sewer Flows

	Unit Type	No. of Units	GPD/Unit	Total GPD
Latham Park				
	Single Family	646	300	193,800
	Commercial	204,160	0.10	<u>20,416</u>
Total Projected Sewerage Flow				214,216

Silvergate				
	Single Family	571	300	171,300
	Twins	70	300	21,000
	Townhouses	172	300	51,600
	Afford. Apts	192	262.5	50,400
	Commercial	640,182	0.1	<u>64,018</u>
Total Projected Sewerage Flow				358,318

APPENDIX 4

Township of Elk, Gloucester County
Affordable Housing Trust Fund Spending Plan

June 2025

Adopted _____ 2025

INTRODUCTION

The Township of Elk, Gloucester County has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301).

This Spending Plan is intended to demonstrate commitment of the funds in the affordable housing trust fund within four years of the date of collection as required by P.L. 2008 c.46, to ensure that the Township will retain the funds and have the authority to utilize the funds in support of affordable housing within the Township. This Spending Plan provides a specific plan for the expenditure of the monies collected as of June 2025 and a guide for the expenditure of monies that may be deposited in the fund over the next ten years.

1. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated through 2035, the Township of Elk considered the following:

(a) Development fees:

1. Development fees collected as of the time of preparation of this plan.
2. Development fees will be collected on all future development that may come before the Township's Joint Land Use Board in accordance with the Township's development fee Ordinance.

(b) Payment in lieu (PIL):

- No known committed PIL

(c) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. None at this time.

Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate. The interest is estimated to be \$2,500 dollars per year. Interest collected will vary depending upon the actual revenues and expenditures.

SOURCE OF FUNDS	PROJECTED REVENUES – AFFORDABLE HOUSING TRUST FUND 2025 THROUGH 2035											
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
(a) Development fees:												
Approved Development	\$20,000											\$20,000.00
Development Pending Approval		\$20,000										\$20,000.00
Projected Development			\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$180,000
(b) Payments in Lieu of Construction		-	-	-	-	-	-	-	-	-	-	-
(c) Other Funds (Specify source(s))		-	-		-	-	-	-	-	-	-	-
(d) Interest	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$25,000
Total (Township had a \$627,723.52 balance as of 5/29/2025)	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$852,732.52

The Township of Elk projects a total revenue of \$852,732.52 to be collected through 2035.
All interest earned on the account shall be used only for the purposes of affordable housing.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Elk:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Township of Elk's development fee ordinance for both residential and non-residential developments in accordance with P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

1. The Municipal Housing Liaison forwards a recommendation for expenditure of funds to the Township Clerk.
2. The Township Clerk forwards the recommendation to the Mayor and Committee with an explanation of how the expenditure will advance implementation of the Township's affordable housing objectives and whether the expenditure will be consistent with the Spending Plan.
3. Mayor and Committee reviews the request and authorizes the expenditure by resolution.
4. The Municipal Housing Liaison and the CFO maintain accounting of expenditures.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

At this time the planned uses for the Affordable Housing Funds include administrative costs, rehabilitation, and affordability assistance. The spending plan will be amended if further needs are required including but not limited to the maintenance and/or repair of existing affordable housing units. Excess funds will go towards future Round V, if needed.

(a) Administrative Expenses (N.J.A.C. 5:97-8.9)

Actual development fees and interest thru 5/29/2025			\$ 662,925.02
Projected Development Fees and interest 2025-2035			\$ 225,000
Payments in lieu and other deposits through 5/29/2025			\$ N/A
Subtotal		=	\$ 887,925.02
Calculate 20 percent of Subtotal for Allowed Admin. Exp.	x .20 =		\$ 177,585.00
Less Administrative expenses through 5/29/2025	-		\$ 35,201.50
Administrative expenses through 7/30/2035	=		\$ 142,383.50

The Township of Elk projects that \$142,383.50 will be available for administrative expenses through 2035. However, since there is no certainty about the timing of revenue deposits, the Township will continue to calculate the maximum amount to be expended on administrative expenses yearly. Projected administrative expenditures, in accordance with 5:99-2.4, subject to the 20 percent cap, are as follows:

Administrative expenses may include costs reasonably related to the determination of the fair share obligation and the development of a municipal housing element and fair share plan and may include fees necessary to develop or implement affordable housing programs, an affirmative marketing program, and/or expenses that are reasonably necessary for compliance with the processes of the Program, including, but not limited to, the costs to the municipality of resolving a challenge pursuant to the Program.

Administrative expenses may also include costs associated with functions carried out in compliance with UHAC, including activities related to the marketing program and waitlist management, administering the placement of occupants in housing units, income qualification of households, monitoring the turnover of sale and rental units, preserving existing affordable housing, and compliance with the Division's monitoring requirements.

The proportion of a municipal employee's salary related to the MHL or RCA administrator functions and fees for required educational paid as an administrative expense from the municipal affordable housing trust fund.

As additional monies are deposited into the affordable housing trust fund from anticipated residential development (mandatory development fees and payments-in-lieu); a maximum of 20% of the total will be available for administrative expenses related to the preparation, administration, and implementation of the Township's affordable housing program.

(b) Rehabilitation programs and projects (N.J.A.C. 5:97-8.7)

Elk Township will dedicate \$ 170,000 to rehabilitation as follows:

N.J.A.C. 5:93-5.2(g) and (h) requires \$10,000 to be spent per unit and a six-year control on affordability for owner-occupied units. Rental units are required to have ten-year controls on affordability. Additionally a major systems must be repaired in order for a home to qualify as a credit. The present need rehabilitation according to FSHC report is 17. The Township plans to address the rehabilitation obligation through participation in Gloucester County's rehabilitation program, which is administered with the use of CDBG and HOME funds. The Township may subsidize approximately 50% of the county funds with money from its own trust fund.

1 The rules specifically require a minimum of \$2,000 per unit to be spent on administration and \$8,000 per unit to be spent on the rehabilitation activity, which totals at least \$10,000.

2 A major system is defined by N.J.A.C. 5:93-5.2(b) as weatherization, a roof, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems) and/or a load bearing structural system.

Rehabilitation program: \$ 170,000

(c) Affordability Assistance (N.J.A.C. 5:97-8.8)

AFFORDABILITY ASSISTANCE CALCULATION

Actual development fees through 5/21/2025			\$644,664.75
Actual interest earned through 5/21/2025	+		\$18,260.27
Development fees projected 2025-2035	+		\$220,000.00
Interest projected 2025-2035	+		\$25,000.00
Less housing activity expenditures through 5/29/2025	-		\$35,201.50
Subtotal	=		\$872,723.52
Calculate 30 percent	x .30 =		\$261,817.06
Less Affordability assistance expenditures through 12/29/2035	-		\$0
PROJECTED MINIMUM Affordability Assistance Requirement 7/1/2025 through 7/30/2035	=		\$261,817.06
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 7/1/2025 through 7/30/2035	÷ 3 =		\$87,272.35

Elk Township will dedicate \$261,817.06 from the affordable housing trust fund to render units more affordable, including \$87,272.35 to render units more affordable to households earning 30 percent or less of median income by region, as follows: down-payment assistance, rental and/or down payment assistance, assistance with emergency repairs, and converting low-income units to very-low-income units.

4. EXPENDITURE SCHEDULE

The Township of Elk intends to use affordable housing trust fund revenues for the creation and rehabilitation of housing units as set forth above. The Township will commit funds to specific programs as outlined above, or the plan will be amended.

PROJECTS/ PROGRAMS	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	TOTAL
Administration	\$14,238.35	\$14,238.35	\$14,238.35	\$14,238.35	\$14,238.35	\$14,238.35	\$14,238.35	\$14,238.35	\$14,238.35	\$14,238.35	\$14,213.94	\$142,383.50
Rehabilitation	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$17,000	\$170,000
Affordability Assistance	\$26,181.71	\$26,181.71	\$26,181.71	\$26,181.71	\$26,181.71	\$26,181.71	\$26,181.71	\$26,181.71	\$26,181.71	\$26,181.71	\$26,181.71	\$261,817.06
Total	\$57,420.06	\$57,420.06	\$57,420.06	\$57,420.06	\$57,420.06	\$57,420.06	\$57,420.06	\$57,420.06	\$57,420.06	\$57,420.06	\$57,420.06	\$574,200.56

5. EXCESS OR SHORTFALL OF FUNDS

The Township plans to implement the Spending Plan incrementally with the funds that are collected; and will ensure that the collected funds are spent consistent with the applicable rules and regulations and in a manner that advances the Township's affordable housing goals. The purpose of the Spending Plan is to plan for expenditure of monies in the affordable housing trust fund. N.J.A.C. 5:97-8.10(a)(9) requires that the spending plan address the "manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues are not sufficient to implement the plan".

In the event more funds than anticipated are collected, projected funds exceed the amount necessary to implement the Fair Share Plan, or the Township of Elk is reserving funds for affordable housing projects to meet a future affordable housing obligation, these excess funds will be used to expand the programs described above and to implement the supportive and special needs housing, assist in necessary infrastructure as it relates to affordable housing units, assist in the maintenance and repair of existing affordable units.

SUMMARY

The Township of Elk intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the Housing Element and Fair Share Plan dated June 2025.

SPENDING PLAN SUMMARY	
Balance as of May 29, 2025	\$ 627,723.52
PROJECTED REVENUE 2025-2035	
Development fees	+ \$ 220,000.00
Payments in lieu of construction	+ \$ 0
Other funds	+ \$ 0
Interest	+ \$ 25,000.00
Total projected revenue	= \$ 245,000.00
TOTAL REVENUE	= \$ 871,502.81
PROJECTED EXPENDITURES 2025-2035	
Administration	- \$ 142,383.50
Rehabilitation of existing homes or money towards new homes and group homes	- \$ 170,000.00
Affordability Assistance	- \$ 261,817.06
Excess Funds or Remaining Balance Reserved for Additional Affordable Housing Activity	= \$ 467,302.25
TOTAL PROJECTED EXPENDITURES	= \$ 574,200.56
REMAINING BALANCE	= \$ 297,302.25

APPENDIX 5

(Additional Appendices to be Included by March 15, 2026)