

SURENIAN, EDWARDS, BUZAK & NOLAN LLC

Jeffrey R. Surenian, Esq. ▲
Email - JRS@Surenian.com

Michael J. Edwards, Esq. ►
Email - MJE@Surenian.com

Edward J. Buzak, Esq. ▼
Email - EJB@Surenian.com

Erik C. Nolan, Esq.
Email - EN@Surenian.com

Also admitted:
◀ CA ▼ DC ▲ PA ■ MA ► NY

A Limited Liability Company
Counselors at Law

311 Broadway, Suite A
Point Pleasant Beach, New Jersey 08742
Phone: (732) 612-3100
Fax: (732) 612-3101
www.Surenian.com

—
North Jersey location:
150 River Road, Suite N-4
Montville, NJ 07045
Phone: (973) 335-0600
Fax: (973) 335-1145

Keli L. Gallo, Esq. ►
Email - KLG@Surenian.com

Susan L. Crawford, Esq. ▲■
Email - SLC@Surenian.com

Nancy L. Holm, Esq. ▲
Email - NLH@Surenian.com

Jacquelin P. Gioioso, Esq.
Email - JPG@Surenian.com

William E. Olson, Esq.
Email - WEO@Surenian.com

March 13, 2026

VIA ECOURTS

Honorable Robert Malestein, P.J.Ch.

Gloucester County Old Courthouse
1 North Broad Street, Floor 2
Woodbury, New Jersey 08096

**RE: In the Matter of the Application of the Borough of Swedesboro
Docket No. GLO-L-110-25**

Dear Judge Malestein,

This office represents the Borough of Swedesboro as Special Affordable Housing Counsel in the above matter. The Borough hereby files this letter and attached documentation to meet the March 15, 2026 deadline in the Fair Housing Act (“FHA”), N.J.S.A. 52:27D-304.1(f)(2)(c), and the March 15, 2026 deadlines established in the Consent Order between the Borough and Fair Share Housing Center (“FSHC”), which was entered by the Court in this matter on December 3, 2025 (hereinafter “Consent Order”), and the Court’s February 20, 2026 Order ¹.

To that end, please see the following documentation that is being submitted on behalf of the Borough to the Court for review:

1. **JAD RAS Property Partners Inclusionary Project**: For bedroom and income mixes and phasing requirements, please see the attached Settlement Agreement entered into between the Borough and JAD RAS Property Partners. See attached Exhibit A. Also attached is the adopted ordinance zoning the site. Ibid. A Deed Restriction will be provided once it is entered into.

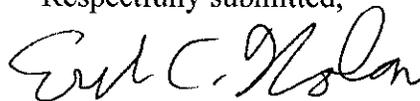
¹ In addition to the documentation being submitted with this letter to meet the March 15, 2026 deadline, the Borough submitted earlier letters on August 22, 2025 and October 10, 2025 with attached additional compliance documentation via ecourts to the Court and FSHC.

2. **Spending Plan**: Attached as Exhibit B is the Borough's adopted Fourth Round Spending Plan.
3. **Affordable Housing Ordinance and Development Fee Ordinance**: Attached as Exhibit C is the Borough's combined Affordable Housing Ordinance and Development Fee Ordinance, which was adopted by the Borough Council on March 12, 2026.
4. **Affordable Housing Manuals**: Attached as Exhibit D are copies of the Borough's updated Administrative Agent Operating Manual and Affordability Assistance Manual, which were adopted by the Borough Council via resolution on March 12, 2026.
5. **Affirmative Marketing Plan**: The Borough's Fourth Round Affirmative Marketing Plan, which was drafted to comply with the new UHAC requirements, was adopted by the Borough Council on March 12, 2026, and is attached hereto as Exhibit E.

To date the Borough has worked diligently to meet all of the deadlines required by the FHA, the Program, the Court and the Consent Order with FSHC, and will continue to do so. This has resulted in a multitude of compliance documentation being provided. Should any documentation need to be corrected or amended, the Borough will do so in a timely fashion, and in accordance with the instructions of the Court and in collaboration with FSHC.

I thank Your Honor for your time and attention to this matter.

Respectfully submitted,



Erik C. Nolan

ECN/sp
Enclosures

cc: Ashley Lee, Esq. (*via ecourts and email*)
Mike Davis, PP (*via email*)

EXHIBIT A

DEVELOPER AGREEMENT

This Developer Agreement (“Agreement”) made as of January 21, 2024 between JAD RAS Property Partners, LLC, a Pennsylvania limited liability company with a business address of 204 Eagle Lane, Doylestown, PA 18901 (referred to as “Developer”), and (ii) the Borough of Swedesboro, a New Jersey municipal corporation with a principal address of 1500 Kings Highway, Swedesboro, New Jersey 08085, (the “Borough”). The Developer and the Borough may hereinafter be referred to individually as “Party” or collectively as the “Parties.”

WHEREAS (1st), the Developer is the owner of property located in the Borough and designated on the Borough Tax Maps as Block 52, Lots 1 and 13 (the “Property”), which totals approximately 27.8 acres; and

WHEREAS (2nd), the Property was the subject of builder’s remedy lawsuit that was captioned Valley View Land Company, Inc., et al. v. Borough of Swedesboro, et al., Docket No. GLO-L-1202-05 (the “Builder’s Remedy Lawsuit”) filed by a developer pursuant to the Mount Laurel Doctrine as expressed in Southern Burl. Co. NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the “FHA”) and applicable regulations promulgated by the Council on Affordable Housing (“COAH”) pursuant to the FHA (the “COAH Regulations”) alleging, in part, that the Borough had failed to comply with its affordable housing obligations for the period 1987-1999 (the “Prior Round”); and

WHEREAS (3rd) the Builder’s Remedy Lawsuit was settled by virtue of a 2007 Settlement Agreement of Litigation (“Builders Remedy Settlement”) which resulted in the Property being rezoned for an inclusionary development consisting of a maximum of 140 dwelling units of which 12.85% would be reserved for occupancy by low income and moderate income households (hereinafter “Affordable Units”); and

WHEREAS (4th), the Property was rezoned pursuant to the Builders Remedy Settlement, but was not developed during the Prior Round for a variety of reasons; and

WHEREAS (5th), despite the Property not being developed, and as is allowed under Mount Laurel law, the Borough continued to represent that the initially proposed project on the Property still created a realistic opportunity to meet a portion of the Borough's Prior Round Mount Laurel obligation, and the Borough continued to enjoy immunity from exclusionary lawsuits, in part, because of the settled Builders' Remedy Settlement; and

WHEREAS (6th), following the expiration of the Second Round, COAH, attempted to adopt regulations for the Third Round (1999-2018), but which regulations were rejected by both the New Jersey Superior Court – Appellate Division and New Jersey Supreme Court; and

WHEREAS (7th), after years of COAH's delay and ultimate failure to adopt constitutional regulations for the Third Round, Fair Share Housing Center ("FSHC") moved before the New Jersey Supreme Court requesting that the Supreme Court direct New Jersey trial courts to calculate and oversee implementation of Mount Laurel obligation for the Third Round; and

WHEREAS (8th), on March 10, 2015, the New Jersey Supreme Court issued its decision In re N.J.A.C. 5:96 & N.J.A.C. 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"), granting FSHC's Motion and, in relevant part, establishing a process whereby the New Jersey trial courts would assume jurisdiction over municipal compliance with the Mount Laurel Doctrine; and

WHEREAS (9th), pursuant to the direction of the Mount Laurel IV decision, the Borough filed a declaratory judgment action on July 2, 2015 captioned In the Matter of the Borough of Swedesboro, County of Gloucester, Docket No. GLO-L-1069-15 ("Borough DJ Action"), along with a motion for temporary immunity, and the Court continued the Borough's immunity from all Mount Laurel lawsuits, including builder's remedy lawsuits, as a result; and

WHEREAS (10th), the Borough and FSHC reached a global settlement of the Borough's DJ Action (the "Third Round Settlement") on November 7, 2016, which was approved by the Court via an Order entered on December 14, 2016, after a properly notice Fairness Hearing was held, and which required the Borough to adopt a Housing Element and Fair Share Plan (the "Borough Compliance Plan") outlining how the Borough would address its Rehabilitation, Prior Round and Third Round Obligations; and

WHEREAS (11th), the Third Round Settlement and the Borough's Compliance Plan continued to include the Property as a potential means of addressing a portion of the Borough's Prior Round and Third Round obligations as part of Plan B of the Borough's Compliance Plan, which would only be implemented if Plan A in the plan, which included counting existing credits from the constructed and occupied Kings Way Apartment Project and a potential one-hundred percent (100%) affordable project, did not come to fruition; and

WHEREAS (12th), after a properly noticed Compliance Hearing was held on July 13, 2017, the Court approved the Borough's Compliance Plan via the entry of a Judgment of Compliance and Repose Order (the "JOR Order") on August 14, 2017, which granted the Borough immunity from all Mount Laurel lawsuits, including builder's remedy lawsuits, until July 2, 2025, which is still in full force and effect; and

WHEREAS (13th), even though the Borough's original one hundred percent affordable project did not come to fruition, the Borough is in the process of working with Conifer, Inc. to construct an eighty (80) unit one hundred percent affordable project on a site located on Water Street; and

WHEREAS (14th), as the Borough also has to develop a means to address its forthcoming Fourth Round (2025-2035) Affordable Housing Obligation in accordance with the recently

adopted amendments to the FHA, which amendment were signed into law on March 20, 2024, the Borough and Developer agree that a revised development proposal for the Property is appropriate and is to be incorporated into the Borough Fourth Round Housing Element and Fair Share Plan (the "Borough's Fourth Round Compliance Plan"); and

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms and conditions provided herein, it is agreed by and among the Developer and the Borough as follows:

I. THE LAND USE CONCEPT FOR THE INCLUSIONARY DEVELOPMENT OF THE PROPERTY AND THE PROVISION OF AFFORDABLE HOUSING

A. The Parties' Intent. The purpose and intent of this Agreement is to provide a realistic opportunity for the provision of very-low-, low- and moderate-income affordable housing units through the Developer's anticipated construction of a residential development of up to 139 residential units, of which fifteen percent (15%) shall be reserved for occupancy by very-low-income, low-income and moderate-income households ("Affordable Units"), as are defined by the FHA, applicable COAH Regulations, and the Uniform Housing and Affordability Controls, N.J.A.C. 5:80-26.1, et. seq. ("UHAC"). The Parties further agree that the Property could also accommodate a non-residential component that would complement the inclusionary development anticipated for the Property, as further described herein.

B. The Land Use Plan. The intentions of the Parties as expressed above are intended to be implemented by the Borough's adoption of a zoning ordinance for the Property (the "Proposed Ordinance"), which is attached hereto as **Exhibit "A,"** as well as a proposed "Zoning Map Amendment" which will be applicable to the Property and is attached as **Exhibit "B."** The Proposed Ordinance and the proposed Zoning Map Amendment are intended to provide for a scope of development that would allow as permitted uses for the Revised Project: (i) a residential development of up to one hundred thirty nine (139) total dwelling units, which shall include a

fifteen percent (15%) set aside for Affordable Units (the “Inclusionary Development”); (ii) a nonresidential development on that portion of the Property (the “Commercial Development”). The Inclusionary Development and the Commercial Development shall be collectively referred to as the “Developer’s Project.”

II. INTENDED SCOPE OF DEVELOPMENT OF THE PROPERTY AND ACCOMPANYING AFFORDABLE HOUSING OBLIGATIONS

A. The Total Project. The Borough and the Developer are in the process of negotiating and finalizing a Proposed Ordinance and Zoning Map Amendment that shall provide for uses and standards and will allow for the construction of the Developer’s Project in accordance with this Agreement. While the Proposed Ordinance is subject to separate consideration by the Borough via the Borough’s ordinance adoption process under the Municipal Land Use Law (“MLUL”), it is the Parties’ intention to allow for the Developer’s Project to be constructed as a permitted use on the Property with the following conditions: (i) the total permitted residential yield within the Developer’s Project shall be limited to one hundred thirty nine (139) total units; (ii) the Affordable Units within the Inclusionary Development shall be family units with the designation of such Affordable Units as either for-sale or rental being at the Developer’s discretion; (iii) the Commercial Project shall be a permitted use, but shall be constructed, subject to the final layout for the Inclusionary Project. The Developer shall file development applications for the Developer’s Project to the Planning Board that are substantially consistent with the Proposed Ordinance to be adopted (attached hereto as **Exhibit “A”**). The construction of the residential portions described in this Agreement may be phased in any manner to be determined by the Developer, subject to the limitations set forth at Section II(B) of this Agreement relative to the phasing of the Affordable Units in the Developer’s Project.

B. Construction and Phasing of the Affordable Units

The Parties agree that the phasing for construction of the Affordable Units shall be in accordance with COAH's phasing schedule established by N.J.A.C. 5:93-5.6(d). In assisting with the construction of the Affordable Units, the Developer shall be freely permitted to apply for and secure available state and federal subsidies and/or tax credits to defray the cost of construction of the affordable units, provided that the Developer shall not apply for nine percent (9%) low income tax credits. The Developer agrees that it shall nonetheless be obligated to construct the Affordable Units in accordance with the phasing schedule established by N.J.A.C. 5:93-5.6(d) even if county, state and/or federal funding sources are not forthcoming.

III. OBLIGATIONS OF THE PARTIES TO ACCOMPLISH THE PURPOSE AND INTENT OF AGREEMENT

A. Obligations of the Developer

1. **Support of Borough Compliance Plan.** The Developer shall interact and cooperate with the Borough and, when applicable, the Superior Court or the Program with respect to the Borough's efforts to prepare and secure Superior Court or Program approval of the Borough Fourth Round Compliance Plan. However, the Developer's foregoing cooperation shall not require the Developer to delay pursuing the receipt of development approvals and/or construction of any portion of the Property in accordance with this Agreement.

2. **Submission of Development Applications Consistent with Proposed Ordinance.** Subject to the Developer's right to apply for any bulk variances or design waivers deemed necessary or appropriate for the development of the Property, the Developer agrees to proceed with development applications substantially consistent with the attached Proposed Ordinance (**Exhibit "A"**) to be adopted by the Borough following coordination with the Developer. Specifically, the Developer shall not seek variance relief pursuant to N.J.S.A. 40:55D-70(d) of the MLUL, however, nothing herein shall prevent the Developer from seeking variances

pursuant to N.J.S.A. 40:55D-70(c) and/or site plan design waiver(s) or exceptions before the Planning Board.

3. Commercial/Retail Components. The Developer's Project will also accommodate commercial and/or retail uses on a portion of the Property. Such uses might include, but are not limited to, retail uses and/or brewery uses. No warehouses, no outside trailer and/or truck storage, drive-through restaurants, and no industrial uses will be constructed on the Property.

4. Height of Buildings in the Developer's Project. The buildings in the Developer's Project shall not exceed three (3) stories, which shall not exceed a height of forty feet (40') from final average grade elevation. The Developer shall identify whether any architectural height extensions may be necessary to screen mechanical units on the roof of the building.

5. Parking & Circulation. Parking shall be provided on site pursuant to the Residential Site Improvement Standards ("RSIS") of the State of New Jersey, except that additional on-site guest parking will be provided.

6. Obligation to Provide and Maintain, As Applicable, Creditworthy Affordable Units. The Developer, or any successors or assigns, shall comply with the provisions in this Section regarding the Affordable Units in the Developer's Project, which provisions shall prevail in the case of conflicts with other laws. The configuration (unit size and affordability levels) of the Affordable Units in the Project shall be designed and completed in accordance with the Fair Housing Act (FHA), the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.) (UHAC), and Prior Round Council on Affordable Housing (COAH) regulations (N.J.A.C. 5:93-1.1, et seq.), and other applicable law as follows:

- (a) Number Of Affordable Units Provided: This Agreement contemplates that the Developer's Project will deliver up to one hundred thirty nine (139) total units with a

fifteen percent (15%) affordable housing set-aside. If the project were to deliver 139 total units, twenty-one (21) creditworthy affordable units will be provided.

(b) Deed Restriction Period: The Developer shall have an obligation to deed restrict the affordable units in the Developer's Project as very low, low or moderate-income affordable units for a period of at least thirty (30) years from the date of the initial certificate of occupancy is issued for each affordable unit (the "Deed-Restriction Period"). The affordable units shall be subject to the Deed Restriction Period, unless and until the Borough, in accordance with applicable law, extends or releases the controls on affordability. The Deed Restriction Period is not intended to be perpetual and upon the conclusion of the initial thirty (30) year period, the Developer and the Borough shall reach agreement relative to the terms of either the release or extension of the controls on affordability.

- i. Rental Affordable Units: If the Borough and Developer cannot agree on an extension of the initial thirty (30) year period of affordability controls for affordable family Rental Units in the Developer's Project and the Borough acts to release the controls, the controls shall remain in effect on affordable family rental units until the date on which a rental unit shall become vacant, provided that the occupant household continues to earn a gross annual income of less than 80 percent of the applicable median income. See N.J.A.C. 5:80-26.11(b). If, at any time after the end of thirty (30) years after the date of initial occupancy, a rental household's income is found to exceed 80 percent of the regional median income, the rental rate restriction shall expire either at the next scheduled lease renewal or sixty (60) days later, whichever is later. See Ibid.

The term Family Rental in this Agreement means rental units that are not age restricted.

- ii. For-Sale Affordable Units: If the Borough should choose not to extend the affordability controls on for-sale affordable units in the Developer's Project and takes action to release the affordability controls, the affordability controls shall be released via the Borough's adoption of an ordinance or via quitclaims deed or both, at the Borough's election.

(b) Deed Restriction: The Developer, the Borough and the Borough's Administrative Agent shall draft, agree upon, execute and record a Deed Restriction in a form not inconsistent with UHAC regulations and approved by the Borough and the Borough's Administrative Agent before the first Certificate of Occupancy is issued for the Inclusionary Development. The Deed Restriction will be recorded in the Gloucester County Clerk's office.

(c) Income Distribution Requirements: The Affordable Units in the Developer's Project shall be split between very-low income, low-income and moderate-income units. Pursuant to N.J.S.A. 52:27D- 329.1, no less than thirteen percent (13%) of the affordable housing units shall be reserved as very low-income housing units, no less than thirty-seven percent (37%) of the Affordable Units shall be available as low-income housing units, and no more than fifty percent (50%) of the Affordable Units shall be available as moderate-income housing units, as such terms are defined in N.J.S.A. 52:27D-304 and UHAC. Should twenty one (21) total Affordable Units be constructed on the Property, the Developer's

Project will consist of three (3) very low-income units, seven (8) low-income units and ten (10) moderate-income units.

(d) Bedroom Mix: UHAC regulations require that at least twenty percent (20%) of the affordable units in the Developer's Project shall be three-bedroom units, but not more than twenty percent (20%) of the affordable units in the Developer's Project shall be one bedroom units, and at least thirty percent (30%) of the affordable units in the Developer's Project shall be two bedroom units. N.J.A.C. 5:80-26.3(b). The balance may be two or three-bedroom units, at the discretion of the Developer. Ibid. The income levels of very-low, low, and moderate households shall be as defined by applicable COAH and UHAC regulations. Notwithstanding the foregoing, the Developer shall be entitled to maintain an affordability average of 52% of median income for all Affordable Units in accordance with applicable UHAC provisions.

(e) Adaptability Requirements: All new construction Affordable Units shall be adaptable in conformance with N.J.S.A. 52:27D-311a-311b, and all other applicable laws.

(f) Other Affordable Housing Unit Requirements: The Developer will also comply with all of the other requirements of UHAC and COAH Prior Round regulations, including, but not limited to: (1) affirmative marketing requirements, (2) candidate qualification and screening requirements, and (3) integrating the Affordable Units amongst the market rate units.

(g) Administrative Agent: The Developer shall contract with a qualified and experienced third-party Administrative Agent, which may be the Borough's Administrative Agent, for the administration of the affordable units and shall have the obligation to pay all costs

associated with properly deed restricting the affordable units in accordance with this Agreement for the Deed-Restriction Period. The Developer and the Developer's Administrative Agent, should the Administrative Agent not be the Borough's Administrative Agent, shall work with the Borough and the Borough's Administrative Agent regarding any affordable housing monitoring requirements imposed by the Program or the Court. In that event, the Developer and/or the Developer's Administrative Agent, shall provide, within thirty (30) days after written notice, detailed information reasonably requested by the Borough or the Borough's Administrative Agent concerning the Developer's compliance with UHAC, any applicable Court or Program orders, and other applicable laws.

(h) Phasing: As per Section II(B) of this Agreement, the affordable units and the market rate units have to be properly phased in accordance with COAH Prior Round Phasing Regulation (N.J.A.C. 5:93-5.6(d)), which is broken down in further detail as follows:

<u>Min. % of Affordable Units Completed</u>	<u>Maximum % of Market Units to be Completed</u>
0	25
10	25 +1 unit
50	50
75	75

(i) Inclusion of Affordable Units in the Borough Compliance Plan: The Developer and the Borough agree that all of the Affordable Units in the Developer's Project will be included in the Borough Compliance Plan, which may or may not be approved by the Court at a Compliance Hearing, or by The Program as per the recent changes to the FHA.

12. Escrow Agreement. An Escrow Agreement was entered into between the Developer and the Borough on June 3, 2024. See attached **Exhibit C**. As per terms of the Escrow

Agreement, the Borough established an escrow account, and the Developer made an initial payment in the amount of ten thousand dollars (\$10,000) with the Borough for the professional and legal fees related to this development, which was deposited by the Borough in the escrow account. Such funds shall be used for the negotiation, preparation and review of this Agreement, any ordinances or other legal instruments related to this project, and all bonds, letters of credit, deeds, resolutions, as well as fees or document preparation associated with the recording and/or release of the aforementioned materials. If the escrow account for this project is depleted so that there is only two thousand dollars (\$2,000) or less remaining in the escrow account and there are still Borough costs to be paid, the Borough shall provide written notice to the Developer requiring the developer to replenish the escrow account with an additional five thousand dollars (\$5,000) or in such other amount as determined by the Borough. Any unused portion of this escrow shall be returned to the Developer according to law. All payments shall be made to the Borough of Swedesboro and will be held in escrow by same.

B. Obligations of the Borough

1. Introduction of, and Prompt Action on, the Proposed Ordinance.

Within twenty (20) days of execution of this Agreement, the Borough agrees to entertain the introduction of the Proposed Ordinance in a manner that allows for development of the Developer's Project as contemplated by this Agreement. The Borough further agrees to schedule a public hearing and second reading on the Proposed Ordinance within forty-five (45) days after said introduction of the Proposed Ordinance. The public hearing on the Proposed Ordinance shall be conducted after the Borough provides notice in accordance with the provisions of N.J.S.A. 40:55D-62.1 and the Borough has prepared, if necessary, a resolution articulating the rationale for the Proposed Ordinance's deviation, if any, from the land use plan and/or housing plan of the

Borough Master Plan as such a “reasons resolution” is required by N.J.S.A. 40:55D-62a. Upon the Borough’s adoption of the Proposed Ordinance, and after the appeal period has expired, it is agreed that such Ordinance for the Property shall remain in place for a period not less than the ten (10) year compliance period, unless otherwise agreed to by the Parties and approved by the Superior Court or the Program.

2. Utilities Sufficient to Serve the Developer Project. The Parties acknowledge that the Property is located in an appropriate Sewer Service Area, and that there is water and sewer infrastructure in the vicinity of the Property as of the date of this Agreement, and that such infrastructure may be sufficient to serve the development contemplated by this Agreement subject to possible upgrades, extensions, and installations. While the Borough shall cooperate with the Developer to ensure that public water and sewer is provided at the Property; any upgrades, extensions, and installations for sewer and water infrastructure shall be paid for by the Developer subject to Developer’s potential for reimbursement from future users of such infrastructure consistent with the provisions of N.J.S.A. 40:55D-42. In addition, the Developer shall be responsible for paying for all sewer and water connection fees related to the Project.

3. Cooperation in Development of Property. The Borough shall use its best efforts to cooperate with the Developer in the development of the Property consistent with any endorsement or approval obtained by the Developer for the Property and/or the Developer’s Project. Such cooperation shall include, but not be limited to, prompt review and, if appropriate, approval of any and/all agreements, applications and/or permits necessary for the development of the Property. The Borough agrees to use all reasonable efforts to expedite and assist the Developer in its undertakings to obtain all necessary approvals.

4. **Waiver of Cost Generative Measures Pursuant to N.J.A.C. 5:93-10.1, et seq.** Aside from the requirements described in Section III(A) herein, in order to permit the intended agreed upon development of the Property, the Borough agrees to abide by the COAH Regulations against cost generative measures as set forth at N.J.A.C. 5:93-10.1(b).

IV. **DEFAULT**

A. **Violation and Default.** In the event that any Party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless the Party (or Parties) for whose benefit such obligation was intended waive such obligation in writing, such failure to perform shall constitute an event of default under this Agreement. Upon any such event of default, after written notice and a reasonable time to cure, the non-defaulting Party shall have available any and all rights and remedies that may be provided in law or in equity including, but not limited to, the right to prosecute a motion in aid of litigant's rights.

V. **NOTICES**

A. **Third-Party Actions.** The Parties and their respective counsel agree to immediately provide each other with notice of any lawsuits, actions, governmental proceedings or administrative proceedings, threatened or pending, which could have a material adverse impact on this Agreement or the Properties.

B. **Notice by and Among the Parties.** All notices required under this Agreement shall be in writing and shall be given by e-mail and Fedex, UPS or a similarly recognized receipted overnight delivery service. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications or receipts used, and all times for performance based upon such notices shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows or to any successor designated by the respective recipient:

To the Developer: JAD RAS Property Partners, LLC
1126 Horsham Road
Ambler, PA 19002
C/O James D'Angelo

With Copy to: Richard J. Hoff, Jr., Esquire
Bisgaier Hoff, LLC
25 Chestnut Street, Suite 3
Haddonfield, NJ 08033
Telephone: (856) 375-2803
rhoff@bisgaierhoff.com

To the Borough: Jena Dolbow
Borough Clerk
1500 Kings Highway
Swedesboro, NJ 08085

With Copies to: Erik C. Nolan, Esq.
Surenian, Edwards, Buzak & Nolan LLC
311 Broadway, Unit A
Point Pleasant Beach, NJ 08742
Telephone: 732-612-3100
en@surenian.com

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

VI. MISCELLANEOUS PROVISIONS

A. **Captions.** Captions and titles to this Agreement are inserted for the purposes of convenience and reference only and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and substantive provisions of this Agreement.

B. **Cooperation.** The Parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement as well as the Mount Laurel Doctrine, the FHA, and COAH's Regulations that are in effect as of the date of this Agreement.

C. Waiver. Each of the Parties waives all rights to challenge the validity of this Agreement. Failure to enforce provisions or obligations in this Agreement by any Party shall not be construed as a waiver of these provisions and obligations.

D. Entire Agreement. This Agreement, including its prefatory statements, background recitals and exhibits, constitutes the entire Agreement between the Parties. No representative, agent or employee of any Party has been authorized to make any representations and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alterations shall be binding unless reduced to writing and signed by the Parties.

E. Validity. In the event that any provision of this Agreement shall be held to be invalid, unenforceable or void, the Parties shall, within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the Parties fail to agree to such a restructuring, any Party may seek Superior Court or Program review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the Parties as expressed herein.

F. Preparation. The Parties acknowledge that the Parties' attorneys have jointly prepared this Agreement. Therefore, this Agreement shall be construed on a parity among the Parties and any presumption for resolving ambiguities against the drafter shall not apply.

G. Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey, applicable Mount Laurel decisions, including but not limited to, court decisions interpreting Mount Laurel IV, the FHA, and applicable COAH regulations. Jurisdiction with respect to any litigation related to this Agreement by way of enforcement or post-judgment relief shall exclusively be in the Superior Court of New Jersey for

Gloucester County. Service of any complaint, motion or judgment enforcement proceedings may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby consent to service of process in such manner and waive any other service of process. Process may be affected by written notice pursuant to the terms hereof for notices. The Parties expressly waive a trial by jury in any such litigation or proceedings.

H. Parties Bound and Assignment. The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. The Parties further acknowledge and agree that Developer intends to convey the Property to a third-party builder(s) and/or developer of its choosing for the purpose of constructing the Developer's Project in accordance with this Agreement and the Ordinance.

I. Holiday and Weekends – Time for Performance. Should any date on or before which the performance of any act is required under the terms of the Agreement fall on a Saturday, Sunday, legal holiday and/or generally recognized religious holiday in the State of New Jersey (such as Christmas, Good Friday, etc.), the date for performance shall be extended to and shall occur on the next succeeding business day. All references to "days" shall be deemed to refer to calendar days unless the context clearly and unequivocally requires otherwise. Except as otherwise set forth herein, any act to be performed on or before a certain day shall be deemed to be required to be performed on or before 5:00 p.m. on the day set forth and, if performed after 5:00 p.m., shall be deemed not to have been performed on said date.

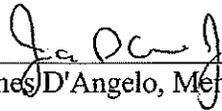
J. Counterpart Signature. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted

and enforceable. Immediately following the delivery of a facsimile counterpart, the sending Party shall deliver a counterpart with the original execution page.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year appearing below their names.

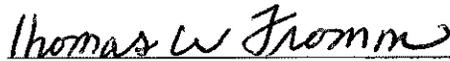
[SIGNATURES ON FOLLOWING PAGE]

**JAD RAS PROPERTY PARTNERS,
LLC**

By: 
James D'Angelo, Member

Date: 11/17/24 2024

BOROUGH OF SWEDESBORO,
A Municipal Corporation of the
State of New Jersey

By: 
Title: Mayor
Print Name:

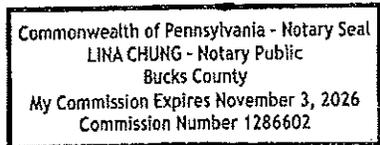
Date: 1/21/2025 2024

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) SS.:
COUNTY OF BUCKS)

I certify that on 11/14, 2024, JAMES D'ANGELO personally came before me and stated to my satisfaction that he:

- (a) Signed, sealed and delivered the attached document as an authorized Member of JAD RAS Property Partners LLC;
- (b) was authorized to and did execute this instrument as an authorized Member of JAD RAS Property Partners LLC; and
- (c) executed this instrument as the voluntary act of as such member.



Lin Chung
 NOTARY PUBLIC My Commission Expires: Nov. 3, 2026
 ACKNOWLEDGMENT

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

I certify that on January 21, ²⁰²⁵~~2024~~, Thomas W. Fromm, personally came before me and stated to my satisfaction that this person:

- (a) This person signed, sealed and delivered the attached document as Mayor of the Borough of Swedesboro, a body corporate and politic of the State of New Jersey, named in this document;
- (b) was authorized to and did execute this document as the Mayor of Borough of Swedesboro; the entity named in this document; and
- (c) executed this document as the act of the entity named in this document.

Diane M. Branco
 NOTARY PUBLIC
 ACKNOWLEDGMENT

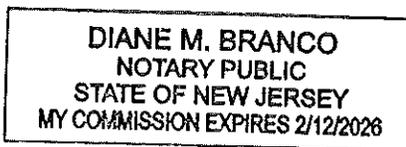


EXHIBIT A
ZONING ORDINANCE

O-2-2025

**ORDINANCE OF THE BOROUGH OF SWEDESBORO AMENDING CHAPTER
340 "ZONING" TO ADD DEFINITIONS AND TO CREATE A NEW
INCLUSIONARY RESIDENTIAL ZONE TO BE APPLIED TO BLOCK 52, LOTS 1
AND 13**

WHEREAS, in compliance with the New Jersey Supreme Court's March 10, 2015 decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), on or about July 2, 2015, the Borough filed an action with the Superior Court of New Jersey ("Court") in Gloucester County, entitled In the Matter of the Application of the Borough of Swedesboro, County of Gloucester, Docket No. GLO-L-1069-15, seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan ("Affordable Housing Plan"), in addition to related reliefs, including temporary immunity from all Mount Laurel lawsuits; and

WHEREAS, on November 7, 2016, the Borough and Fair Share Housing Center ("FSHC") entered into a Settlement Agreement to settle the Borough's Declaratory Judgment action globally (hereinafter the "Fair Share Housing Settlement Agreement"), which was subsequently approved by the Court at a Fairness Hearing and was memorialized by an Order entered by the Court on December 14, 2016; and

WHEREAS, a properly noticed Compliance Hearing was held on July 13, 2017, during which the Court approved the Borough's Affordable Housing Plan, and the Court entered a Judgment of Compliance and Repose Order ("JOR Order") on August 14, 2017, which approved the Affordable Housing Plan, and granted the Borough immunity from all Mount Laurel lawsuits until July 2, 2025; and

WHEREAS, the Court approved Fair Share Housing Center Settlement Agreement and the Borough's Court approved Affordable Housing Plan contemplated the development of an inclusionary affordable housing project on a site identified on the Borough Tax Map as Block 52, Lots 1 and 13 (hereinafter the "Site"); and

WHEREAS, the Borough and JAD RAS Property Partners, LLC, are in the process of entering into a Developer's Agreement regarding the development of the Site with an affordable housing inclusionary project; and

NOW, THEREFORE, be it ordained by the Council of the Borough of Swedesboro that:

SECTION 1: Article I, General Provisions, Chapter 340, Zoning, Section 5, Definitions and word usage is hereby amended to add as follows:

Brewery - a brewery operating under a brewery license pursuant to New Jersey Revised Statute (N.J.R.S.) 33:1-10.

Common use parking area – a designated parking area on site to be privately owned and maintained for additional on-site parking.

Sign, Freestanding: A sign that is not affixed to a building or structure. Such signs are mounted either to a pole/column/pylon or whose entire base is in contact with the ground.

Lot width - the horizontal distance between the side lot lines, measured at right angles to the lot depth at a point midway between the front and rear lot lines.

Stacked flat – dwelling units constructed in a stack of two to three attached units where each dwelling unit is located either above or below an adjacent unit within a single building.

Townhouse - a one-family dwelling unit in an attached row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical common fire-resistant walls.

Sign, Wayfinding: A pedestrian or auto-oriented sign that indicates the route to, direction of or location of a given goal, or which provides regulatory service information of a non-advertising character.

Sign, Wall: A sign affixed parallel to the façade or wall of the exterior of a building.

SECTION 2: Article I, General Provisions, Chapter 340, Zoning, Section 12.1 Residential – Inclusionary Housing R-IH Zone is hereby added as follows:

A. Permitted Principal Uses

- (1) Townhouses
- (2) Stacked flats
- (3) A mix of Townhouses and Stacked flat units in a building
- (4) Retail uses
- (5) Restaurants, except no drive-through uses shall be permitted
- (6) Breweries
- (7) Parks and Open Space
- (8) Community facilities

B. Permitted Accessory Uses

- (1) Common use parking area
- (2) Recreational use or facility, such as a swimming pool, tot lot, walking trails, tennis courts, sports or play area, dog park, and community building
- (3) Signage
- (4) Electric Vehicle Charging and service equipment
- (5) Public water and public sewer utility infrastructure
- (6) Home occupations in accordance with the provisions of this chapter
- (7) Trash and Recycling Enclosures
- (8) Outdoor seating accessory to permitted restaurant and brewery uses
- (9) Any uses customarily accessory and incidental to a principal use

C. Site development standards. Deviations from this section shall require variance relief.

- (1) Minimum tract area prior to any proposed subdivision: 28 acres
- (2) Maximum number of residential dwelling units: 139 units
- (3) Minimum number of affordable residential dwelling units: 21 units

- (4) Subdivision of lots for permitted uses and permitted community accessory uses (such as pump station, recreation, stormwater management) is permitted. Though the accessory use will become the primary use on the subdivided lot, it will remain a permitted use accessory to the development overall when owned by Homeowners Association, Condominium Association, or the Borough of Swedesboro.
- (5) Maximum Building coverage: 30% of the developable area (excluding wetlands, floodplains and steep slopes)
- (6) Maximum Tract coverage: 60% of the developable area (excluding wetlands, floodplains and steep slopes)
- (7) Minimum Perimeter building setbacks: 40 feet along all existing public street lines and property lines.
 - (a) No residential building shall be closer than 20 feet to a common-use parking area.
- (8) Townhouse Bulk Standards.
 - (a) Minimum Lot Area: 1,600 square feet
 - (b) Minimum Interior Unit Lot Width: 20 feet
 - (c) Minimum Exterior Unit Lot Width: 30 feet
 - (d) Minimum Lot Depth: 80 feet.
 - (e) Minimum Front Yard Setback: 20 feet including building walls, porches, stoops, landings, stairs, and decks.
 - (f) Minimum Rear Yard Setback: 20 feet to building walls, excluding porches, stoops, landings, stairs, and decks, which max extend a maximum of 10 feet from the building.
 - (g) Minimum Side Yard Setback: 0 feet Interior Lot/ 10 feet End Lot
 - (h) Maximum Lot Coverage: 85% Interior Lot/ 75% End Lot.
- (9) Stacked Flats Bulk Standards
 - (a) Minimum Lot Area: 1,760 square feet
 - (b) Minimum Lot Width: 22 feet
 - (c) Minimum Lot Depth: 80 feet
 - (d) Minimum Front Yard Setback: 20 feet including building walls, porches, stoops, landings, stairs, and decks.
 - (e) Minimum Rear Yard Setback: 20 feet to building walls, excluding porches, stoops, landings, stairs, and decks, which max extend a maximum of 10 feet from the building.
 - (f) Minimum Side Yard Setback: 0 feet Interior Lot/ 10 feet End Lot.
 - (g) Maximum Lot Coverage: 75%.
- (10) Nonresidential Use Bulk Standards
 - (a) Minimum Lot Area: 2 acres
 - (b) Minimum Front Yard Setback: 50 feet
 - (c) Minimum Side and Rear yard Setback: 60 feet
 - (d) Minimum Front Yard Setback to patios, outdoor seating, or outdoor service areas: 25 feet.
 - (e) Maximum Building Coverage: 30%
 - (f) Maximum Impervious Coverage: 70%
- (11) Height.
 - (a) Maximum residential building height: three stories and 40 feet
 - (b) Maximum nonresidential building height: two stories and 30 feet.
- (12) Off Street Parking.

- (a) Off-street parking shall be provided in accordance with the New Jersey Residential Site Improvement Standards (N.J.R.S.I.S), except that additional on-site guest parking will be provided.
 - a. For affordable units, at least one dedicated parking space shall be provided on site for each unit. Additional parking may be provided in common parking areas but must be located within 300 feet of the unit.
 - (b) Parking for nonresidential uses shall be provided at a rate of one space per 200 square feet of gross floor area.
 - (c) Off-street parking areas shall be curbed and paved with an appropriate all-weather asphalt, bituminous or cement paving, and shall be adequately illuminated at night, with exterior lighting arranged to protect adjoining residences or highways from direct glare or hazardous interference.
 - (d) All off-street parking areas for more than ten spaces shall be screened with evergreen shrubbery or trees not less than five feet in height when planted, or other suitable landscaping approved by the Planning Board, along all streets and adjacent property lines.
 - (e) All parking areas and walkways and appurtenant passageways and driveways serving commercial, public, residential, recreational or other uses having common off-street parking and/or loading areas shall be adequately illuminated for security and safety purposes. The lighting plan in and around the parking areas shall provide for nonglare lights focused downward. The light intensity provided at ground level shall be indicated in footcandles on the submitted site plans and shall have a minimum of 0.5 footcandles throughout off street parking areas.
 - (f) No lighting shall shine directly or reflect into the window of residences, nor shall lighting shine or reflect onto streets and driveways in such a manner as to interfere with driver vision. The intensity of such light sources, light shielding, the direction and reflection of the lighting and similar characteristics shall be subject to the site plan approval by the Planning Board.
- (13) Loading and unloading areas. Provisions shall be made for the off-street loading and unloading of trucks and other vehicles serving nonresidential uses. Such loading and unloading areas shall be so arranged that they may be used without blocking or otherwise interfering with the use of street, parking facilities or pedestrian ways.
- (14) Buffers and screening requirements
- (a) A minimum of a 25-foot-wide landscaped buffer with earthen berms shall be provided along all external public street frontages.
 - (b) A 10-foot-wide landscape buffer shall be provided around the pump station to adequately screen the building from adjacent residential uses.
- D. Design Standards. Deviations from this section shall require design waiver relief.
- (1) Landscaping and Buffers
 - (a) General buffer and screen composition and planting standards.
 - [1] Buffers may be comprised of existing vegetation and natural features, proposed new or transplanted vegetation, fences, walls and/or earthen berms. When earthen berms are included in a buffer, a curvilinear or naturalistic arrangement is encouraged.

- [2] No structure, activity, storage of materials or parking of vehicles shall be permitted within a buffer area.
 - [3] All buffer and/or screen plantings along external public roadways shall require an earthen berm as an integral part of the landscaping.
 - [4] Native plant material shall be utilized to the greatest extent possible.
 - [5] Up to 50% of the required shade trees may be substituted with ornamental trees at a ratio of two ornamental trees for each shade tree.
 - [6] Plants shall be distributed throughout the entire length of buffers and screens but need not be evenly spaced.
 - [7] Buffer and screen plantings shall be broken at points of vehicular and pedestrian access, outside of clear sight triangles.
 - [8] The remainder of the buffer area shall be planted with ground covers, including lawn grasses or meadow plantings, as appropriate to the character of the site and adjacent lands.
 - [9] Landscaping and earthen berms shall not be located above or within five feet (5') of utility infrastructure, including but not limited to, water, storm, sanitary sewer, telephone, gas, and electric services.
- (b) Landscaping for parking lots, loading and vehicle storage areas.
- [1] A screen planting, earthen berm, fence, wall or combination thereof, no less than four feet in height, shall be provided between all off street parking areas with 30 or more parking spaces and any lot line or street line. Such screen shall be capable of obscuring the glare of automobile headlights.
 - [2] The last parking stall in a row shall be separated from drive aisles by a planting island.
 - [3] All loading areas shall be landscaped and screened sufficiently to obscure the view of the parked vehicles and loading platforms from any public and private street throughout the year. Such screening shall be by an extension of the building, a fence, earthen berms, wall, planting or combination thereof and shall not be less than five feet in height at the time of planting, and eight feet in height at maturity.
 - [4] To prevent conflicts with the opening and closing of automobile doors, and to reduce damage from automobile overhangs, all shrub plantings in parking lot islands and divider strips located adjacent to or abutting parking stalls shall be set back a minimum of one foot from the curb or edge of pavement.
 - [5] Plantings required within the parking areas are exclusive of other planting requirements such as street trees, buffer and compensatory plantings.
- (c) Street trees.
- [1] Street trees shall be required along all existing or proposed public and private streets and are in addition to other required plantings.
 - [2] Street trees shall be placed in a 5 foot wide planting strip located between the proposed sidewalk and curb to the greatest extent feasible. Street trees shall not be planted within sight triangles. Where the planting strip is not wide enough to accommodate street trees, the trees shall be planted 3 feet inside the sidewalk within a street tree easement.

- [3] Street trees shall comply with the size and spacing requirements in the table below. In the instance where driveways, sidewalks, or utilities conflict with street tree placement, trees may be relocated elsewhere on the property at the discretion of the Planning Board.

Tree Size (feet)	Planting Interval (feet)
Large Trees (40+)	50
Medium-sized trees (30-40)	40
Small trees (up to 30)	30

- [4] A minimum of 50% of the proposed street trees shall be native to the region.
- [5] To prevent the total obliteration of sections of trees by disease or insect infestation, a variety of trees shall be used in each street tree planting. In general, no more than 20 trees in a row or in a cluster should be of the same species, unless otherwise approved.
- [6] Plantings shall not block, impede or interfere with the installation, safe use, operation or maintenance of roadways, sidewalks, sight easements, utilities, and lighting. Plantings shall not be of an invasive nature, weedy or brittle character, easily susceptible to pest infestations and/or diseases, or possess hazardous characteristics (bee-attracting, poisonous, thorny) when used in areas designated for sitting or play.
- [7] The street tree requirement may be waived where existing preserved vegetation is considered sufficient to meet these requirements and is reasonably assured of continued survival.
- (d) Facade plantings. To break up long stretches of facade and provide a more comfortable pedestrian environment, plantings shall be placed along the sides of all buildings facing parking lots and street rights-of-way, according to the following standards:
- [1] Plantings are required for all sides of a residential building facing parking lots, private streets, or areas intended primarily for pedestrian use. Plantings are not required along the sides of buildings containing service or loading areas unless they also face parking areas.
- [2] Plantings are required for all sides of a residential building facing a street right-of-way.
- [3] Facade plantings should consist of a minimum of 50% evergreen material to ensure that landscaping is present during the late fall to early spring seasons.

(2) Signage

- a. Permitted signage:
- i. One freestanding sign shall be permitted for each development frontage on a public roadway and shall not exceed six feet in height and 30 square feet.
 - ii. Two wall signs shall be permitted for a non-residential use, not to exceed 40 square feet in total sign area.
- b. Freestanding signs illumination shall be arranged to light the sign and only featured landscaping surrounding the sign area. The illumination of featured landscaping around the sign will be permitted at the discretion of the Board

- c. All signage shall be coordinated, original, and aesthetically compatible. Signs shall be legible and dimensionally proportional.
 - d. Sign area is calculated by the smallest plane figure enclosing all design elements.
 - e. Signage shall be integrated into the overall architectural design of the building.
 - f. Horizontally oriented signage shall not protrude above the sill line of the second floor
 - g. No sign shall project above the roof line.
 - h. Street and directional signage and street lighting should be aesthetically unified or complementary.
 - i. Parking area information signs shall be limited to those that provide information pertaining to direction, identification of parking area, identification of pedestrian and motorist exits, warnings about clearance, oncoming traffic, and parking rates and shall be easily readable. Parking area information signages shall not count toward the overall number of signs.
 - j. Low-lying landscaping shall be provided at the base of freestanding signs, and shall not conflict with sign messaging or sight triangles.
 - k. Prohibited signs
 - i. Flashing signs, signs which vary in luminous intensity, and box signage
 - ii. Moving signs or signs which provide the illusion of movement
 - iii. Billboards/Off-site advertising signs
- (3) Pedestrian Connectivity, Sidewalks and Curbing.
- a. Sidewalks, a minimum of five feet in width shall be provided along all roadway frontages throughout the site providing pedestrian connectivity.
 - b. Sidewalks shall be constructed of solid and durable materials, such as poured portland cement concrete, concrete pavers or stone, according to industry standards.
 - c. Curbing shall be constructed of either granite, concrete or Belgium block.
 - d. Intersections shall contain ADA accessible ramps.
 - e. Intersections shall contain crosswalks, which will serve as an extension of the sidewalk.
 - f. Crosswalks shall be a minimum of 5 feet in width and either be consistent with the color and material of the adjacent sidewalks
- (4) Design Standards for Nonresidential uses
- a. In a restaurant or brewery, outdoor seating shall be provided.
 - b. Serving stations and a host podium may be located within an outdoor dining area. There shall be no outdoor cooking allowed.
 - c. Outdoor dining areas may have outdoor heaters, provided the same are in locations identified on the plan and subject to inspection by the Borough Zoning Officer and/ or the Fire Department.
 - d. To the extent possible, all elements of the outdoor dining area shall be compatible with the architectural character of the building where the establishment is located.
 - e. Planters, posts with ropes, wrought iron railings, or other removable enclosures are encouraged
- (5) Streets, Utilities and Mechanical Equipment
- a. Roof-vent penetrations shall be located at least 10 feet from any exterior building face, if possible.

- b. Bulkheads and/or mechanical equipment shall be enclosed on the roof, set back and housed in an enclosure utilizing the same material or comparable material as the rest of the building facades.
 - c. All utilities shall be buried underground unless site-specific constraints exist, in which case screening in the form of fencing, landscaping, or both shall be provided around such features.
 - d. Every effort shall be made to make utilities as visually unobtrusive as possible.
 - e. Manholes, meters and access panels shall be constructed of materials and styles consistent with established design theme and building design
 - f. The developer shall coordinate all utility improvements with the responsible utility.
- (6) Street Lighting
- a. Decorative Light fixtures shall be mounted at a height not greater than 18 feet; the supporting light pole shall not exceed 20 feet in height.
 - b. Street lights shall be coordinated with other street furniture and street trees.
 - c. Street lights shall be mounted on fixtures which arc towards the ground plane.
- (7) Building and mechanical equipment, including but not limited to, HVAC, meters, grills, elevator cabinets, transformers, primary/backup generators and satellite dishes, should be located so as to be visually shielded or screened from public & private streets to the extent allowed by utility companies.
- (8) All common yard areas, open space, basins, wooded areas, and similarly situated open areas will be maintained by the Homeowners Association or management entity, not individual property owners.
- (9) Improvement standards. All private & public streets, both internal and external, including grading and paving, driveways, parking areas, sidewalks, curbs, gutters, streetlighting, shade trees, water mains, water systems, culverts, storm sewers, sanitary sewers, pumping stations, drainage structures, stormwater management facilities, recreational facilities, and any such other improvements as may be found to be necessary in the public interest, shall be installed at the expense of the developer, provided that such standards may be modified by the Planning Board on recommendation by the Borough Engineer. Such improvements shall be completed to the satisfaction of the Mayor and Borough Council before a certificate of occupancy may be issued. The installation of all required improvements affecting the public interest shall be subject to the inspection and approval of the Borough Engineer.
- (10) Sewer and water. No application for a permit shall be considered unless such building or project can be served by the Borough sewer and water system. The installation of public water, sewerage and drainage facilities shall be in accordance with the specifications of the appropriate governmental authorities. Such improvements shall be made at the sole expense of the developer. All townhouse units to be sold in single ownership or in condominium ownership shall each have individual water and sewer service lines and shall have individual meters.
- (11) Underground utilities. All telephone and electric transmission service lines connecting individual buildings of the site with the street transmission lines, and between buildings on the site, shall be installed underground. Each residential building shall contain a single concealed master television antenna or cable television service.

- (12) Air conditioning. Air conditioning shall be installed in each residential building, either as a central system or as individual units, provided that each dwelling unit shall have individual air-conditioning controls. There shall be no window-installed units, and all exterior equipment relating to a central system shall be suitably enclosed or screened and located on the roof.
- (13) Heating. Each dwelling unit which is heated by a central heating source shall have a separate thermostat to control heat.
- (14) Laundry facilities. Adequate laundry facilities consisting of automatic washing and clothes drying machines in a laundry room shall be provided or a washer and dryer shall be installed in each dwelling unit, or hookup provision made for the installation of such facilities.
- (15) Refuse disposal. Provision for the disposal and storage of refuse shall be made within each dwelling unit.
- (16) Storage space. A minimum of 180 cubic feet of storage space for such items as bicycles, tires, lawn care equipment and items of dead storage shall be provided for each dwelling unit.
- (17) Affordable Housing Requirements: All affordable units will be constructed in accordance with any Developer's Agreement entered into between the Borough of Swedesboro and the developer of any project constructed in this zone. In addition, said affordable units will be constructed in accordance with the Borough's Affordable Housing Ordinance, the Borough's Housing Element and Fair Share Plan, the Fair Housing Act (FHA), the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.) (UHAC) and applicable Council on Affordable Housing (COAH) regulations. Affordable units will be properly affirmatively marketed, administered and deed restricted. Said units will also have proper income distributions, bedroom mixes, will be integrated throughout the market rate units, and will be phased in accordance with N.J.A.C. 5:93-5.6(d).
- (18) Architectural Standards
 - a. In order to encourage an attractive building arrangement, variations in the setback or alignment of buildings erected on the same frontage or attached to other buildings shall be provided, parallel arrangement of buildings shall be avoided, and desirable variations in such things as the facade, construction and rooflines of buildings and single-family attached units or townhouses shall be encouraged. Individuality in buildings shall be achieved also by use of varying external materials, colors, landscape elements and other design details. Exterior walls shall not be of exposed cinder block or EIFS.
 - b. No two residential buildings shall be attached in a straight, unbroken row, and townhouses or townhouse-type buildings shall be designed with 2-foot visible offsets or setbacks or with variations in building alignment and orientation. No single structure shall contain more than 8 townhouse units.
 - c. All structures shall be situated with proper consideration of their relationship to other buildings in terms of light, air, usable open space, access to public and private rights-of-way, off-street parking, height, bulk, and street alignment.
 - d. Building designs shall incorporate modulation and articulation, including changes in textures, materials, colors, as well as massing reveals in order to create visual intrigue and pedestrian-scaled façades.

- e. Window placement shall be utilized to help articulate the building's aesthetics and designed to create depth and offsets of the walls. The pitch of hipped or gabled roofs, over structures other than stoops, porches or balconies must be at a minimum slope of 8:12.
- f. Dormers shall light habitable spaces, be placed flush with or a minimum of 3" from side building walls, and have shed roofs with a minimum slope of 3:12 or hipped with a slope to match the principal roof.
- g. Roof and wall penetrations, except stucco or brick chimneys, shall be concealed from public view to the maximum extent possible. If visible, they shall be painted to match the color of the roof or wall.
- h. All hipped or gabled roofs must have eaves.
- i. Eaves shall be continuous, unless overhanging a balcony or porch.
- j. Overhang of eaves must be a minimum of 2 feet from the building face.
- k. Cornices are required on buildings with flat roofs. They shall include a projection beyond the building face.

BOROUGH OF SWEDESBORO

By: 
Thomas W. Fromm, Mayor

Attest:


Jena L Dolbow, Municipal Clerk

CERTIFICATION

I do hereby certify that the foregoing is a true copy of the resolution adopted by the Borough Council of the Borough of Swedesboro, in the County of Gloucester, and State of New Jersey, at a regular meeting held January 21, 2025.


Jena L Dolbow, Municipal Clerk

Roll Call- INTRODUCTION/ FIRST READING: January 6, 2025**ROLL CALL VOTE**

COUNCILMEMBER	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Mr. Booker			X			
Mr. Casella			X			
Mr. Flaherty			X			
Ms. Gahrs		X	X			
Ms. Hale			X			
Mr. Weeks	X		X			
TALLY			6			

Publication of Public Hearing: January 15, 2025

Roll Call – PUBLIC HEARING, 2ND READING/ADOPTION-January 21, 2025**ROLL CALL VOTE**

COUNCILMEMBER	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Mr. Booker			X			
Mr. Casella	X		X			
Mr. Flaherty			X			
Ms. Gahrs		X	X			
Ms. Hale			X			
Mr. Weeks						X
TALLY			5			1

EXHIBIT B
ZONING MAP AMENDMENT

O-1-2025
ORDINANCE OF THE BOROUGH OF SWEDESBORO
AMENDING CHAPTER 340 “ZONING” TO REZONE BLOCK 52,
LOTS 1 AND 13 AND UPDATE THE ZONING MAP AT SECTION
340-7 TO REFLECT THE ADDITION OF THE R-IH ZONING
DISTRICT

WHEREAS, in compliance with the New Jersey Supreme Court’s March 10, 2015 decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015)(“Mount Laurel IV”), on or about July 2, 2015, the Borough filed an action with the Superior Court of New Jersey (“Court”) in Gloucester County, entitled In the Matter of the Application of the Borough of Swedesboro, County of Gloucester, Docket No. GLO-L-1069-15, seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan (“Affordable Housing Plan”), in addition to related reliefs, including temporary immunity from all Mount Laurel lawsuits; and

WHEREAS, on November 7, 2016, the Borough and Fair Share Housing Center (“FSHC”) entered into a Settlement Agreement to settle the Borough’s Declaratory Judgment action globally (hereinafter the “Fair Share Housing Settlement Agreement”), which was subsequently approved by the Court at a Fairness Hearing and was memorialized by an Order entered by the Court on December 14, 2016; and

WHEREAS, a properly noticed Compliance Hearing was held on July 13, 2017, during which the Court approved the Borough’s Affordable Housing Plan, and the Court entered a Judgment of Compliance and Repose Order (“JOR Order”) on August 14, 2017, which approved the Affordable Housing Plan, and granted the Borough immunity from all Mount Laurel lawsuits until July 2, 2025; and

WHEREAS, the Court approved Fair Share Housing Center Settlement Agreement and the Borough’s Court approved Affordable Housing Plan contemplated the development of an inclusionary affordable housing project on a site identified on the Borough Tax Map as Block 52, Lots 1 and 13 (hereinafter the “Site”); and

WHEREAS, the Borough and JAD RAS Property Partners, LLC, are in the process of entering into a Developer’s Agreement, and have agreed upon a form of Zoning Ordinance, regarding the development of the Site with an affordable housing inclusionary project; and

NOW, THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Borough Council of the Borough of Swedesboro, County of Gloucester, State of New Jersey that the following sections of the Borough Code shall be amended as follows:

Section 1 . Amend the Zoning Map of the Borough of Swedesboro referenced in Section 340-7 to re-zone Block 52, Lots 1 and 13 to the Residential – Inclusionary Housing (R-IH) Zone.

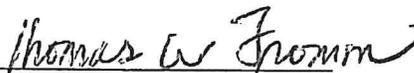
Section 2. Amend Section 340-7, entitled “Zoning Map” to read as follows:

The boundaries of districts shall be as shown on the map attached to and made a part of this chapter, which map shall be known as the "Zoning Map of the Borough of Swedesboro, Gloucester County, New Jersey", revised November 2024, prepared by Bryson & Yates Consulting Engineers, LLC, and adopted by the Mayor and Borough Council. The Zoning Map may be amended from time to time by amendment to this chapter. Said map, and all notations, references and data shown thereon, are hereby incorporated by reference into this chapter and shall be as much a part of this chapter as if all were fully described herein.

Section 3. Repealer; Severability; Effective Date

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Swedesboro in the County of Gloucester, and State of New Jersey, this ordinance shall become effective upon final passage and publication as provided by law.

BOROUGH OF SWEDESBORO

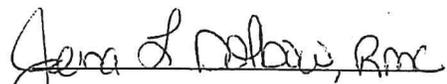
By: 
Thomas W. Fromm, Mayor

Attest:


Jena L Dolbow, Municipal Clerk

CERTIFICATION

I do hereby certify that the foregoing is a true copy of the resolution adopted by the Borough Council of the Borough of Swedesboro, in the County of Gloucester, and State of New Jersey, at a regular meeting held January 21, 2025.


Jena L Dolbow, Municipal Clerk

Roll Call -INTRODUCTION/ FIRST READING: January 6, 2025**ROLL CALL VOTE**

COUNCILMEMBER	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Mr. Booker			X			
Mr. Casella			X			
Mr. Flaherty		X	X			
Ms. Gahrs			X			
Ms. Hale			X			
Mr. Weeks	X		X			
TALLY			6			

Publication of public Hearing: January 15, 2025

Roll Call – PUBLIC HEARING, 2ND READING/ADOPTION-January 21, 2025**ROLL CALL VOTE**

COUNCILMEMBER	MOVED	SECONDED	AYES	NAYS	ABSTAIN	ABSENT
Mr. Booker			X			
Mr. Casella	X		X			
Mr. Flaherty			X			
Ms. Gahrs		X	X			
Ms. Hale			X			
Mr. Weeks						X
TALLY			5			1

EXHIBIT C
ESCROW AGREEMENT