

**Borough of Collingswood  
Camden County**

**Housing Element of the Master Plan  
Fair Share Plan**

Adopted by the Planning Board on ----- by Resolution -----  
Endorsed by the Governing Body on ----- by Resolution -----

**DRAFT – June 13, 2025**

Borough of Collingswood  
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Camden County**

**Housing Element of the Master Plan  
Fair Share Plan**

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and sealed in accordance with NJAC 13:41-1.3

**TABLE OF CONTENTS**

EXECUTIVE SUMMARY ..... 2

INTRODUCTION ..... 4

AFFORDABLE HOUSING HISTORY IN NEW JERSEY ..... 6

HOUSING ELEMENT ..... 11

    Demographic Analysis ..... 12

    Housing Analysis ..... 17

    Employment Analysis ..... 22

    Affordable Housing Obligation ..... 26

        Present Need / Rehabilitation Component ..... 27

        Prior Round Component ..... 27

        Round Three Component ..... 27

        Round Four Component ..... 28

        Vacant Land Adjustment ..... 28

    Land Use Analysis ..... 30

    Multigenerational Family Housing Analysis ..... 30

    Regional Planning Analysis ..... 31

FAIR SHARE PLAN ..... 33

    Affordability Requirements ..... 33

    Affordable Housing Plan ..... 34

        Rehabilitation Obligation/Present Need: ..... 34

        Third-Round: ..... 35

        Fourth Round Prospective Need: ..... 37

        Unfulfilled Prior Round (1987 through 2025) ..... 40

        Elements Satisfying Obligation ..... 43

        Phasing Plan for Affordable Housing Units ..... 46

        Bonus Provisions ..... 46

    Affordable Housing Trust Fund ..... 47

    Cost Generation ..... 47

    Monitoring ..... 47

    Fair Share Ordinance and Affirmative Marketing ..... 48

    Conclusion ..... 49

*APPENDIX A – Collingswood Borough DJ Complaint*

*APPENDIX B - Order Fixing Municipal Obligation for “Present Need” and “Prospective Need” for the Fourth Round Housing Cycle*

*APPENDIX C – 2016 VLA List*

*APPENDIX D – Collingswood Rehab Units*

*APPENDIX E(1) – Habitat for Humanity Resolution Agreement*

*APPENDIX E(2) – Habitat for Humanity MOU*

*APPENDIX F(1) – DHS Communities Deed Restrictions*

*APPENDIX F(2) – DHS Communities PILOT Agreement*

*APPENDIX G – Development Fee Ordinance*

## EXECUTIVE SUMMARY

The Borough of Collingswood has prepared this plan in response to the enactment of Assembly Bill 4 signed by the Governor in 2024. This legislation abolished the Council on Affordable Housing (COAH), the State agency responsible for administering and overseeing affordable housing plans. The legislation also amended affordable housing regulations as provided for in the Fair Housing Act (FHA) and set deadlines for municipalities for reporting and filing a Fourth-Round Housing Element and Fair Share Plan.

In accordance with the amendments to the FHA, the Borough accepted the Department of Community Affairs' (DCA) calculations of the Borough's Present Need and Prospective Need in a binding resolution 025-48 on January 6, 2025 and filed the resolution with the Affordable Housing Dispute Resolution Program ("the Program") through a Complaint for Declaratory Relief in accordance with the Administrative Office of the Courts' Directive #14-24 ("AOC Directive #14-24). On April 22, 2025, the Court issued an Order fixing Municipal Obligations for Present Need and Prospective Need for the Fourth Round Housing Cycle for the Borough consistent with the DCA calculations: Present Need of 10 and Prospective Need as 43.

This plan provides for the Borough's Fourth-Round affordable housing obligation as calculated by the DCA and fixed by the Courts. The Borough has updated its approved Vacant Land Adjustment (VLA) from its Third-Round Plan to identify any new or underutilized properties that may add to the Borough's Realistic Development Potential (RDP). The Borough's VLA from the Court-approved Third-Round Fair Share Plan included a Third-Round RDP of 65 and an Unmet Need of 125. The updated VLA for the Fourth-Round identified two properties which would not create an additional RDP. In the Fourth-Round the Borough identifies an RDP of 0 and an Unmet Need of 43.

The Borough's Third-Round obligation as provided for in the 2016 Court-approved settlement agreement provides for an affordable housing obligation that is substantially higher than what would be required under the methodology approved in the 2018 Jacobson decision.<sup>1</sup> Therefore, the Borough is providing for a reduction of their Third-Round obligation from 190 to 80 units which results in a RDP of 65, as approved by the Courts with no change, and a new reduced unmet need of 15.

The Borough has adopted ordinances to address their affordable housing obligations. These ordinances include four different overlay zones on select properties which permit increased residential density with an affordable housing set-aside. The Borough also adopted a mandatory set-aside ordinance for any development which includes five or more multi-family units, this ordinance applies in all districts and is intended to capture any development that would reasonably provide an affordable housing opportunity.

As part of the Borough's Fourth-Round plan, the Borough has identified two new group homes. The Borough also has identified five new affordable family units to address part of the Fourth-Round unmet need. The Borough will maintain the ordinances as approved in the Third-Round for the balance of their unmet need.

Over the years the regulations pertaining to each Round of Affordable Housing obligations have changed. In preparing the Fourth-Round components of the Fair Share Plan, the FHA as amended (N.J.S.A. 52:27D-310, et seq.), was followed. This Plan also follows the requirements of N.J.A.C. 5:93. where appropriate, as called for by the recent FHA amendments.

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<sup>1</sup> In re Application of Municipality of Princeton, also known as the "Jacobson Decision" established a methodology for calculating municipal obligations in the Third Round under the Mount Laurel Doctrine. Although this decision is specific to Mercer County, Mount Laurel judges throughout the State have relied upon the Court's decision in calculating Third Round affordable housing obligations. This decision is also referred to in the 2024 FHA Amendments.

## INTRODUCTION

The Borough of Collingswood is located in Camden County, consisting of an estimated 1,190 acres. Collingswood was first settled in 1681 and incorporated as a Borough in 1888. The Borough is surrounded by the City of Camden and Borough of Woodlynne to the west, Cherry Hill and Pennsauken Townships to the north, Haddon Township to the east and the Borough of Oaklyn to the south. The town is bisected by the PATCO high speed line with a station in the downtown area. The Borough is also bounded by Cooper River Lake to the north and Newton Lake to the south.

The Borough has seen a rebirth of their downtown area over the past 20 years. The Borough saw both an influx of new housing from the Lumberyard redevelopment and improvements to the Haddon Avenue corridor. These changes in the community have resulted in a more vibrant business district and an increase in the young adult population. The predominate land use in the Borough is residential with a mix single-family detached and attached dwellings. Commercial areas with mixed use are generally located along Haddon Avenue.

On July 7, 2015, the Borough of Collingswood filed an Application for Declaratory Judgment seeking Temporary Immunity from Mount Laurel Lawsuits. The Superior Court of New Jersey Law Division Camden County (Docket No. CAM-L-2591-15) granted the Borough Temporary Immunity provided the Borough file a Housing Element and Fair Share Plan addressing their future affordable housing obligation. The Borough entered into a settlement agreement with FSHC on July 14, 2016 which provided for the Borough's Third Round Prospective Need running from 1999 through 2025 as 190 units. The settlement agreement provided for a Realistic Development Potential (RDP) of 65, based on the available vacant parcels in the Borough and included mechanisms to meet the Borough's Unmet Need affordable

housing obligations. That settlement agreement was approved by the Court at a duly-noticed Fairness Hearing on July 18, 2016.

Consistent with the settlement agreement, the Borough adopted their 2016 HEFSP by adding the Mount Laurel compliance techniques through which the Borough would satisfy its Third-Round obligation. The Court approved the Borough's Third Round HEFSP after a duly-noticed Compliance Hearing held on July 18, 2016. The Court entered a Third Round Judgment of Compliance and Repose in an order entered on July 18, 2016.

In accordance with the amendments to the FHA, the Borough accepted the Department of Community Affairs' (DCA) calculations of the Borough's Present Need and Prospective Need in a binding resolution 25-48 on January 6, 2025 and filed the resolution with the Affordable Housing Dispute Resolution Program ("the Program") through a Complaint for Declaratory Relief in accordance with the Administrative Office of the Courts' Directive #14-24 ("AOC Directive #14-24). On April 22, 2025, the Court issued an Order fixing Municipal Obligations for Present Need and Prospective Need for the Fourth Round Housing Cycle for the Borough consistent with the DCA calculations: Present Need of 10 and Prospective Need as 43.

This Plan maintains the components in the Court-approved Third-Round Plan, with no changes to the components. This plan does review the total Third-Round obligation given recent court decisions and changes to the FHA. This plan also provides for the Borough's Fourth-Round affordable housing obligation and updates the Borough's Vacant Land Adjustment.

## AFFORDABLE HOUSING HISTORY IN NEW JERSEY

Affordable Housing has been embedded in New Jersey land use regulations and policy since the 1975 New Jersey Supreme Court decision, Southern Burlington County NAACP v. Mount Laurel Township, known as “Mount Laurel I.” Following a challenge to Mount Laurel’s zoning the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide a variety and choice of housing types affordable to low and moderate income households. This decision formed the foundation of affordable housing planning and regulations in the State.

In 1983 New Jersey Supreme Court in Southern Burlington County NAACP v. Mount Laurel Township, 92 N.J. 158 (1983) or “Mount Laurel II” extended the constitutional obligation to all municipalities within a “growth area” as designated in the State Development Guide Plan. This decision also created an opportunity for builders to challenge municipal ordinances, in certain circumstances, for the right to build affordable housing on land that was not zoned to permit the use or density. This is what was termed a “Builder’s Remedy” for municipalities that did not provide for their constitutional obligation of affordable housing.

In response to Mount Laurel II, the State adopted the New Jersey Fair Housing Act in 1985 which created the Council on Affordable Housing (“COAH”) as an administrative alternative to litigation. COAH was charged with promulgating regulations to establish housing regions, estimate the state’s low- and moderate-income needs, and set criteria for municipal compliance through adopted housing elements and fair share plans.

COAH established a municipality’s first round affordable housing obligation for a period of six-years, from 1987 to 1993. The rules established by COAH created both a rehabilitation (present need) obligation and a new construction (prospective

need) obligation. In 1994, COAH adopted new regulations to address the second-round obligation for the period 1993 to 1999. These regulations also recalculated a portion of the municipal's first round obligation, creating a cumulative obligation from 1987 to 1999, and what is now called the "Prior Round" Obligation.

In 2004 COAH adopted rules and regulations for the Third Round, which defined the round from 1999 to 2014. These regulations changed the way in which COAH calculated a municipality's affordable housing obligation, moving from an absolute number based on available data to what the new regulations termed a "growth share" approach that linked affordable housing obligations to the construction of both residential and non-residential development in the municipality over the third-round time period. This was short lived as the New Jersey Appellate Division invalidated key elements of these rules, including the growth share approach to calculating affordable housing obligations, In re Adoption of N.J.A.C. 5:94 and 5:95, 390 N.J. Super 1 (App. Div. 2007). The Court ordered COAH to adopt new rules, which was completed in 2008. The new regulations maintained in large part the growth share approach and extended the third round from 2014 to 2018.

The 2008 regulations were challenged and in 2010 the Appellate Division, In re Adoption of N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462 (App. Div. 2010), upheld the COAH Prior Round regulations which assigned rehabilitation obligations. However, the Appellate Division invalidated the regulations pertaining to growth share and directed COAH to use similar methods that were set in the First and Second rounds. This decision was reviewed and upheld by the New Jersey Supreme Court in September of 2013 and ordered that COAH adopt new regulations on or before October 22, 2014. COAH failed to adopt the new regulations, and Fair Share Housing Center (FSHC) filed a motion in aid of litigant's rights with the New Jersey Supreme Court. The New Jersey Supreme Court issued a ruling on March 10, 2015, known as

“Mount Laurel IV,” which set the framework for the Third-Round affordable housing plans.

Mount Laurel IV transferred the responsibility to review and approve housing elements and fair share plans from COAH to designated Mount Laurel trial judges. This meant that municipalities would need to apply to the Courts if they wish to be protected from exclusionary zoning lawsuits. A shortfall in this decision remained as to how a municipal’s affordable obligation would be calculated and left that to the trial courts, with the direction that the obligations be determined in a methodology which was similar to those used in the First and Second Round rules. The decision also directed municipalities to rely on COAH’s Second Round rules at N.J.A.C. 5:93 as well as the Fair Housing Act (N.J.S.A. 52:27D-301 et seq) in preparing Third Round Housing Elements and Fair Share Plans.

FSHC was permitted to serve as an interested party in every municipal Declaratory Judgement Action. In determining an affordable housing obligation, FSHC calculated municipal affordable housing obligations, as did an expert for municipalities, and offered to settle with municipalities. Many municipalities entered into Court approved Settlements with FSHC, those that did not challenged the methodology used by FSHC to determine municipal obligations.

The Third Round, which began with COAH’s 2004 rules identified the time period of 1999 to 2014. However, with COAH’s stalemate in adopting regulations and the associated court challenges all cumulating past the initial third round period into the 2015 “Mount Laurel IV” decision, the third round was now identified as the period 2015 to 2025. This left a “Gap Period” of 1999 to 2015. In 2017 the New Jersey Supreme Court, In Re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), found that the “gap period,” defined as 1999-2015, generates an affordable housing obligation. This obligation expanded the definition of the

municipal Present Need obligation to include low- and moderate- income households formed during the gap period as a component of the new-construction obligation rather than the rehabilitation obligation.

In 2018 an unpublished decision of the NJ Superior Court, Law Division, Mercer County was rendered In re Application of Municipality of Princeton, also known as the “Jacobson Decision” which established a methodology for calculating municipal obligations in the Third Round under the Mount Laurel Doctrine. Although this decision is specific to Mercer County, Mount Laurel judges throughout the State have relied upon the Court’s decision in calculating Third Round affordable housing obligations.<sup>2</sup> The decision came after many municipalities had entered into settlement agreements with FSHC which established a municipality’s affordable housing obligation.

While the Courts were addressing affordable housing policy and regulations, the State of New Jersey adopted two important pieces of legislation which shaped affordable housing policy. In 2008, Governor Corzine signed P.L. 2008. C.46 (referred to as “A500”, or the “Roberts Bill”) which amended the FHA. Key components of this bill include:

- Eliminating Regional Contribution Agreements (“RCA”) which allowed a municipality to transfer a portion of their affordable housing obligation to an identified receiving municipality.
- Establishing a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing
- Created a very low-income affordable housing category and required at least 13% of all affordable housing units be restricted as very low-income housing units

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<sup>2</sup> The Jacobson decision is also referred to in the 2024 FHA amendments providing that the decision “shall be referenced as to datasets and methodologies that are not explicitly addressed” in N.J.S.A. 52:27D-304.3 of the FHA.

- Required municipalities to commit to spend all collected development fees for affordable housing within four years of the date of collection.

The second piece of legislation was adopted in 2024. Governor Murphy signed P.L. 2024, c.2 (referred to as “A4”) which further amended the FHA and abolished COAH. The legislation replaced COAH with “the Program” which is an Affordable Housing Dispute Resolution Program. Additional key components of the Act include:

- Giving responsibility to the DCA to provide calculations of municipal present and prospective need using the standards as provided for in the legislation
- Establishing monitoring deadlines for all affordable units and trust funds
- Establishing mechanisms and bonuses for a municipality to meet its affordable housing obligation
- Establishing the Fourth Round of affordable housing obligations from 2025 through 2035
- Establishing a deadline of June 30, 2025 for a municipality to file a Housing Element and Fair Share Plan in compliance with the new regulations to remain protected from an exclusionary zoning lawsuit.

This document has been completed to effectuate the requirements of the 2024 FHA amendments utilizing the affordable housing calculations as published by the DCA in October of 2024.

## HOUSING ELEMENT

The 2024 amendments to the Fair Housing Act included changes to what a Housing Element is required to address. The following is required to be part of any newly adopted Housing Element pursuant to N.J.S.A. 52:27D-310-10:

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

- An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission;
- An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

The following sections of this report addresses each of the above referenced requirements.

*A Note on the Data: The following statistics and demographic data are derived from one of the following sources.*

**2023 American Community Survey 5-year Estimates:** *The most up to date information is the American Community Survey (ACS) estimates, which are generated between the decennial censuses. ACS figures are based on data collected over a 5-year period.*

**2020, 2010, 2000 and 1990 Census:** *The 2020 Census is the most recent decennial census. This information is used when ACS information is unavailable, and sometimes for comparison.*

**NJ Building Permit Data:** *NJ reports building permits and certificates of occupancy issued for each municipality on a monthly basis.*

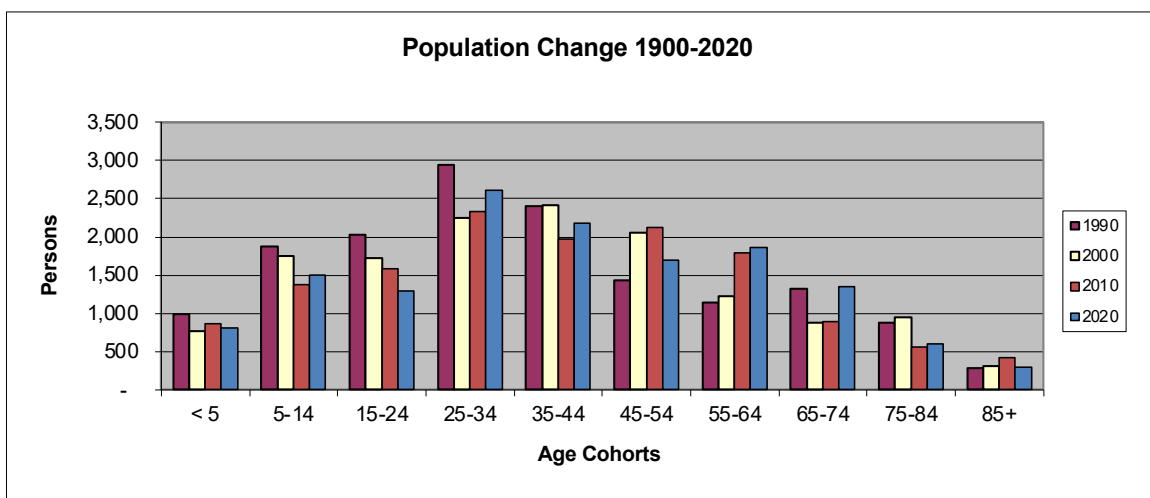
## Demographic Analysis

The Borough of Collingswood has seen a population decline over the past thirty years, with an 7.2% decrease in total population. This primarily stems from the twenty-year period from 1990 to 2010 where the population fell by 1,363 persons. Since 2010 the population has increased but at a very slow rate of 1.9%. Notably the ACS 5-year estimates a population of 14,163 persons, less than the 2020 Census data by 23 persons.

Population Trends			
	Borough of Collingswood	Camden County	New Jersey
1990	15,289	502,824	7,730,188
2000	14,337	508,932	8,414,350
2010	13,926	513,657	8,791,894
2020	14,186	523,485	9,288,994
1990 to 2000	-6.2%	1.2%	8.9%
2000 to 2010	-2.9%	0.9%	4.5%
2010 to 2020	1.9%	1.9%	5.7%
1990 to 2020	-7.2%	4.1%	20.2%

Source: US Census Data

To further understand how the population has declined it is helpful to look at the changes over time to the different age-cohorts. Over the last thirty years there has been a reduction in the population age 15-24 and 25-44 cohorts. However, the 25-34 cohort has seen a recent increase of 12% over the last 10 years, most likely due to the redevelopment of the Lumberyard property. There has also been a considerable increase over the last ten years in the 65-74 age cohort, of 50%. The median age in the Borough has also remained generally steady at 38.5 years of age, compared to 38.3 in the year 2000.

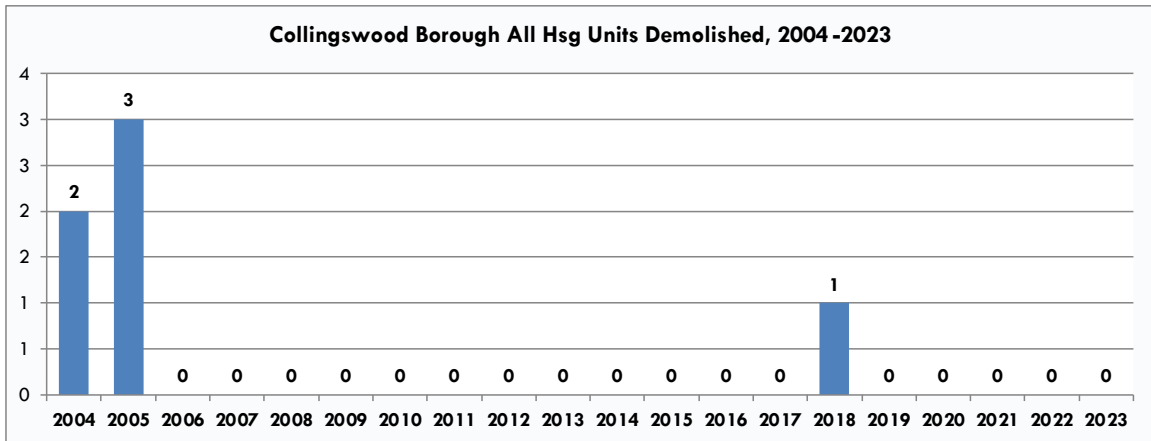
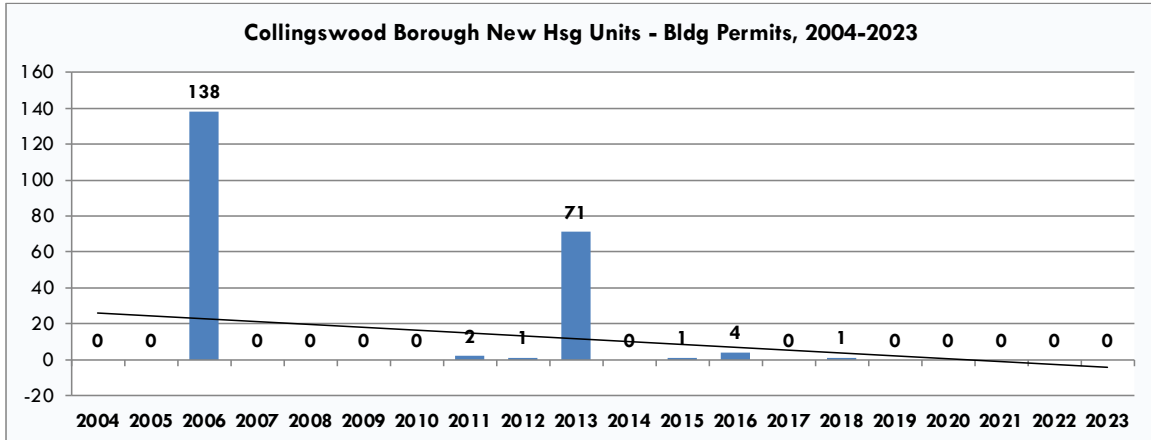


1900 to 2020 Population Profiles or Cohorts - Collingswood								
Age	Population							
	Year				Population Change			
	1990	2000	2010	2020	1990 to 2000	2000 to 2010	2010 to 2020	1900 to 2020
< 5	983	762	871	813	-22.5%	14.3%	-6.7%	-17.3%
5-14	1,874	1,754	1,372	1,501	-6.4%	-21.8%	9.4%	-19.9%
15-24	2,026	1,726	1,578	1,298	-14.8%	-8.6%	-17.7%	-35.9%
25-34	2,946	2,248	2,337	2,614	-23.7%	4.0%	11.9%	-11.3%
35-44	2,408	2,421	1,966	2,175	0.5%	-18.8%	10.6%	-9.7%
45-54	1,427	2,054	2,126	1,689	43.9%	3.5%	-20.6%	18.4%
55-64	1,148	1,223	1,796	1,858	6.5%	46.9%	3.5%	61.8%
65-74	1,315	881	896	1,346	-33.0%	1.7%	50.2%	2.4%
75-84	878	954	560	602	8.7%	-41.3%	7.5%	-31.4%
85+	284	314	424	290	10.6%	35.0%	-31.6%	2.1%
<b>18+</b>								
18+	11,942	11,246	11,221	11,480	-5.8%	-0.2%	2.3%	-3.9%
62+	2,866	2,426	2,358	2,803	-15.4%	-2.8%	18.9%	-2.2%
65+	2,477	2,149	1,880	2,238	-13.2%	-12.5%	19.0%	-9.6%
<b>Median Age</b>								
Median Age	34.3	38.3	39.0	38.5	11.7%	1.8%	-1.3%	12.2%

While there was a decline in population from 1990 through 2010, the total housing did not decline over the same thirty-year period. In fact, from 1990 through 2020 the total housing units grew by 3.2% or 216 units. The 2023 ACS five-year estimates provide for 7,009 housing units, an additional increase of 59 units. This housing growth from 2010 through 2020 and the ACS estimates is not supported by building permit data.

<b>Housing Trends/Total Housing Units</b>			
	<b>Borough of Collingswood</b>	<b>Camden County</b>	<b>New Jersey</b>
1990	6,734	190,145	3,075,310
2000	6,995	199,679	3,310,275
2010	6,822	204,943	3,553,562
2020	6,950	212,759	3,761,229
1990 to 2000	3.9%	5.0%	7.6%
2000 to 2010	-2.5%	2.6%	7.3%
2010 to 2020	1.9%	3.8%	5.8%
1990 to 2020	3.2%	11.9%	22.3%

The State of New Jersey compiles reports of building permits issued for residential purposes. The tables below are sourced from the DCA Residential Development Viewer and show the total building permits and demolition permits issued for housing units in the Borough from 2004 through 2023. When compared with the housing units reported in the Census, this demonstrates that the Borough has not seen any real housing growth since 2020. The year 2006 shows an increase of 138 housing units and the year 2013 shows 71 new units. When compared to Census data, from 2000 to 2010 housing units declined by 173 units, yet the NJ building permit data shows an increase of 133 units (factoring in demolitions) from 2004 through 2010. Census data shows an increase of housing units from 2010 through 2020 of 128 units while building permit data shows an increase of 79 units. The Borough has seen housing growth through the redevelopment of the Lumberyard property, completed in 2012 with 120 new residential units, and scattered infill development.



2020 Population by Categories						
	Collingswood		Camden County		New Jersey	
	Persons	%	Persons	%	Persons	%
<b>Total</b>	14,186	100%	523,485	100%	9,288,994	100%
<b>Sex</b>						
F	7,276	51.3%	271,325	51.8%	4,770,289	51.4%
M	6,910	48.7%	252,160	48.2%	4,518,705	48.6%
<b>Race</b>						
White	293,198	2066.8%	10,535	2.0%	5,112,280	55.0%
Black or African American	101,109	712.7%	1,358	0.3%	1,219,770	13.1%
Asian	32,598	229.8%	348	0.1%	950,090	10.2%
American Indian and Alaska Native	2,468	17.4%	80	0.0%	51,186	0.6%
Native Hawaiian and Other Pacific Islander	196	1.4%	4	0.0%	3,533	0.0%
Other	51,285	361.5%	694	0.1%	1,048,641	11.3%
Two or More Races	42,631	300.5%	1,167	0.2%	903,494	9.7%
Hispanic or Latino	95,255	671.5%	1,638	0.3%	2,002,575	21.6%
<b>Age</b>						
25-64	8,336	58.8%	277,133	52.9%	4,927,277	53.0%
65+	2,238	15.8%	85,641	16.4%	1,531,299	16.5%
Median Age	38.5	n/a	39.1	n/a	39.9	n/a

## Housing Analysis

Census data reflects the total of 6,950 housing units 93% are occupied. Of the occupied housing units 51% are owner occupied and 49% are rental units. Just over 38% of all households are married couples and 31% are single-female households. The median housing value is \$346,300, considerably higher than Camden County's median housing value.

<b>Collingswood Housing Units by Tenant and Occupancy Status, 2020</b>						
<b>Year Round Housing Units</b>			<b>Owner-occupied</b>		<b>Rental</b>	
<b>Occupied</b>	<b>Vacant</b>	<b>Total</b>	<b>No.</b>	<b>%</b>	<b>No.</b>	<b>%</b>
6,455	495	6,950	3,293	51.0%	3,162	49.0%

<b>Summary of Household Characteristics - Collingswood, 2020</b>		
	<b>No. of Persons</b>	<b>% of Total</b>
Total Population	14,186	
In Households	14,136	99.65%
In Group Quarters	50	0.35%
Institutionalized	50	0.35%
Non-Institutionalized	0	0.00%
<b>Total Households</b>		
	6,455	
Married Couple	2,501	38.75%
Cohabiting Couple	555	8.60%
Single Male	1404	21.75%
Single Female	1,995	30.91%

<b>Selected Housing or Housing Related Characteristics (Occupied Units)</b>					
	<b>Median Value Housing (owner-occupied)</b>	<b>Median Gross Rent</b>	<b>Median Household Income</b>	<b>Value Income Ratio</b>	<b>Rental Vacancy Rate</b>
Borough of Collingswood	\$346,300	\$1,420	\$83,917	4.13	6.1%
Camden County	\$262,200	\$1,346	\$86,384	3.04	4.3%
Source: ACS 2023 5-year estimates					

Only 38% of the Borough’s housing stock is single-family detached units, attached and duplex/2-family units account for 25% of the total. The Borough also provides for 24% of the housing stock as multi-family with 20 or more units per building. The housing stock is older with the majority of the units constructed before 1939. 47% of all units. Housing units built since 1990 account for 6% of the total units. In general, the housing stock has a median room count of 5.4 per unit and 20% have 4 or more bedrooms per unit.

<b>Housing Units by Number of Units in Structure, Borough of Collingswood</b>		
<b>Number of Units</b>	<b>Units</b>	<b>Percent of Total</b>
1-unit, Detached	2,663	37.99%
1-unit, Attached	1,042	14.87%
2 units	740	10.56%
3 or 4 units	360	5.14%
5 to 9 units	192	2.74%
10 to 19 units	336	4.79%
20 or more units	1,671	23.84%
Mobile Home	5	0.07%
Other	-	0.00%
<b>Total</b>	<b>7,009</b>	
Source: ACS 2023 5-year estimates		

Housing Units by Age		
Year Built	Units	Percent of Total
2020 or later	-	0.00%
2010 to 2019	127	1.81%
2000 to 2009	126	1.80%
1990 to 1999	183	2.61%
1980 to 1989	214	3.05%
1970 to 1979	600	8.56%
1960 to 1969	661	9.43%
1950 to 1959	911	13.00%
1940 to 1949	926	13.21%
1939 or earlier	3,261	46.53%
<b>Total</b>	<b>7,009</b>	
Source: ACS 2023 5-year estimates		

Occupied Housing Units by Number of Rooms		
Rooms	Housing Units	Percent of Total Housing Units
1	87	1.2%
2	418	6.0%
3	1,055	15.1%
4	1,120	16.0%
5	903	12.9%
6	1,032	14.7%
7	900	12.8%
8	638	9.1%
9+	856	12.2%
<b>Total</b>	<b>7,009</b>	<b>100.0%</b>
Median Rooms	5.4	
Source: ACS 2023 5-year estimates		

<b>Occupied Housing Units by Number of Bedrooms</b>		
<b>Bedrooms</b>	<b>Housing Units</b>	<b>Percent of Total Housing Units</b>
No Bedrooms	94	1.3%
1-Bedroom	1,872	26.7%
2-Bedrooms	1,445	20.6%
3- Bedrooms	2,141	30.5%
4-Bedrooms	1,116	15.9%
5 + Bedrooms	341	4.9%
<b>Total</b>	<b>7,009</b>	<b>100.0%</b>
Source: ACS 2023 5-year estimates		

Estimated housing values show that the majority of all owner occupied units are valued over \$300,000. Less than 10% of all units are valued below \$200,000. According to ACS 5 year estimates no units lack complete plumbing or kitchen facilities and 95 units have no heating source. No unit has more than 1.5 persons per unit.

<b>Housing Value, Owner-Occupied Units</b>		
<b>Value</b>	<b>Housing Units</b>	<b>Percent of Total Housing Units</b>
Less than \$50,000	25	0.7%
\$50,000 to \$99,999	22	0.6%
\$100,000 to \$149,999	54	1.5%
\$150,000 to \$199,999	268	7.5%
\$200,000 to \$299,999	990	27.5%
\$300,000 to \$499,999	1,590	44.2%
\$500,000 to \$999,999	607	16.9%
\$1,000,000 or more	41	1.1%
<b>Total</b>	<b>3,597</b>	<b>100.0%</b>
Median Housing Value	\$ 346,300	
Source: ACS 2023 5-year estimates		

The Borough has limited vacant land to accommodate new development. However, the Borough has seen redevelopment of sites which have added to the housing stock in the community.

**Employment Analysis**

The median household income in the Borough is \$83,917, and the median family income is \$128,152. The poverty rate in the Borough is around 11% for all persons and 10% for families. Of the persons over 18 below the poverty line, 15.7% are over the age of 65. It is interesting to note that although the Borough’s median household income is lower than the County median household income, the median housing value and median gross rents are much higher than the County levels.

<b>Income Levels</b>			
	<b>Borough of Collingswood</b>		
	<b>Households</b>	<b>Families</b>	<b>Non-Family</b>
Median Income	\$83,917	\$128,152	\$57,956
Mean Income	\$122,596	\$162,469	\$78,292
Source: ACS 2023 5-year estimates			

<b>Percent Distribution Persons and Families below Poverty Level</b>				
	<b>Population Below Poverty Line</b>			<b>Families Below Poverty Line</b>
	<b>All Persons</b>	<b>% of All Persons 18+ Years of Age</b>	<b>% of All Persons 65+ Years of Age</b>	
Borough of Collingswood	10.8%	11.4%	15.7%	10.3%
Camden County	12.2%	10.7%	11.1%	9.1%
New Jersey	9.8%	8.8%	9.5%	7.0%

Source: ACS 2023 5-year estimates

Affordable housing units are required to be priced to be affordable to low- and moderate-income families within the specified housing region where the municipality is located. Collingswood is located within Region 5 for the purposes of determining housing affordability. Income limits for households ranging from 1 person to 5 persons range from a household income of \$24,087, for a one-person, low-income family up to an income of \$99,101, for a 5-person, moderate income household. Household income reported in the Borough includes over 40% of households with incomes which would fall into the affordable housing income levels.

<b>Household Income (2023 Inflation Adjusted Dollars)</b>		
	<b>Collingswood Households</b>	<b>(% of Total Households)</b>
Total Households	6,611	n/a
Less than \$10,000	295	4.5%
10,000 - 14,999	277	4.2%
15,000 - 24,999	527	8.0%
25,000-34,999	352	5.3%
35,000 - 49,999	516	7.8%
50,000 - 74,999	974	14.7%
75,000 - 99,999	904	13.7%
100,000 - 149,999	1008	15.2%
150,000 - 199,999	592	9.0%
200,000 +	1166	17.6%
Source: ACS 2023 5-year estimates		

<b>2024 Affordable Housing Region 5 Income Limits</b>					
	<b>1 Person Household</b>	<b>2 Person Household</b>	<b>3 Person Household</b>	<b>4 Person Household</b>	<b>5 Person Household</b>
Median Income	\$ 80,290	\$ 91,760	\$ 103,230	\$ 114,700	\$ 123,876
Moderate Income(80% of Median)	\$ 64,232	\$ 73,408	\$ 82,584	\$ 91,760	\$ 99,101
Low Income (50% of Median)	\$ 40,145	\$ 45,880	\$ 51,615	\$ 57,350	\$ 61,938
Very Low Income (30% of Median)	\$ 24,087	\$ 27,528	\$ 30,969	\$ 34,410	\$ 37,163
Source: Affordable Housing Professionals of NJ, April 12, 2024					

Of the population over the age of 16, the majority, 72% is in the labor force of which almost all are employed. The fields of educational services, and health care/social assistance employs 33% of the population. Over 58% of the employed population work in management, business, science and arts.

<b>COLLINGSWOOD EMPLOYMENT STATUS</b>		
	<b>Total</b>	<b>Percent of Population 16 Years and Over</b>
Population 16 years and Over	11,923	100%
In Labor Force	8,616	72.26%
Civilian Labor Force	8,604	72.16%
Employed	8025	67.31%
Unemployed	579	4.86%
Armed Forces	12	0.10%
Not In Labor Force	3,307	27.74%
Source: ACS 2023 5-year estimates		

<b>Employment by Industry, Civilian Employed population 16 years and over</b>		
<b>Occupation</b>	<b>No. Persons</b>	<b>% Collingswood</b>
Agriculture, Forestry, Fishing and Hunting, and Mining	0	0.00%
Construction	138	1.72%
Manufacturing	369	4.60%
Wholesale Trade	181	2.26%
Retail Trade	1,065	13.27%
Transportation and Warehousing, Utilities	391	4.87%
Information	166	2.07%
Finance and Insurance, and Real Estate and Rental and Leasing	480	5.98%
Professional, Scientific, and Management, and Administrative and Waste Management Services	1,254	15.63%
Educational Services, and Health Care and Social Assistance	2,682	33.42%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	567	7.07%
Other Services, except Public Administration	493	6.14%
Public Administration	239	2.98%
<b>Total</b>	<b>8,025</b>	<b>100%</b>
Source: ACS 2023 5-year estimates		

<b>Employment by Occupation Civilian Employed population 16 years and over</b>		
<b>Occupation</b>	<b>No. Persons</b>	<b>% Collingswood</b>
Management, Business, Science, and Arts	4,714	58.74%
Service	1,213	15.12%
Sales and Office	1,262	15.73%
Natural Resources, Construction and Maintenance	253	3.15%
Production, Transportation & Material Moving	583	7.26%
<b>Total</b>	<b>8,025</b>	<b>100%</b>
Source: ACS 2023 5-year estimates		

### Affordable Housing Obligation

A municipality’s affordable housing obligation is spread across different time periods. The most current obligation is related to the Fourth-Round. However, a municipality must also address any prior affordable housing obligations if they have not already been fully satisfied. The following reviews all components of Collingswood Borough’s affordable housing obligation beginning in 1987 and extending through 2035.

The following table identifies the Municipality’s comprehensive affordable housing obligation:

Present Need/Rehab Obligation	10
Prior Round (1987-1999)	0
Round 3 Settlement (1999-2025) <sup>3</sup>	190
Round 4 (DCA Calculations 2025-2035)	43
<b>Total Obligation (New Units)</b>	<b>233</b>

<sup>3</sup> On March 8, 2018, Judge Mary C. Jacobson issued an opinion on fair share obligations. On March 28, 2018, Econsult Solutions prepared a comprehensive calculation of the statewide obligations using the “Jacobson” method. This resulted in the Borough of Collingswood having a Third-Round Prospective Need of 42 and a Gap Present Need of 38, for a total Third-Round obligation of 80. This is 110 units less, or 42% less) than the obligations as per the Court-approved settlement in 2016.

## **Present Need / Rehabilitation Component**

The Present Need/Rehabilitation obligation is determined by estimating the existing deficient housing units currently occupied by low- and moderate-income households within the municipality, through the use of datasets made available through the federal decennial census and the American Community Survey, including the Comprehensive Housing Affordability Strategy dataset thereof. This figure was calculated by the Department of Community Affairs (“DCA”) based upon its interpretation of the standards of the Amended FHA. The Municipality’s rehabilitation obligation is **10**.

## **Prior Round Component**

The Prior Round obligation is the Municipality’s cumulative Round 1 and 2 affordable housing obligation for the years between 1987 and 1999. The Borough’s Prior Round obligation is **0**.

## **Round Three Component**

Pursuant to a settlement agreement dated November 14, 2017, by and between the Borough and Fair Share Housing Center, the Borough’s Third Round affordable housing obligation is **190** (per the Kinsey Report<sup>4</sup>, as adjusted by FSHC settlement agreement, including the “Gap Period” between 1999 and 2015). The Round 3 Prospective Need includes the so-called “Gap Period Present Need,” which is a measure of households formed from 1999-2015 that need affordable housing, created by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

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<sup>4</sup> David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

## Round Four Component

The Fourth-Round affordable housing obligation extends from 2025 through 2035. This is considered the current Prospective Need, which is a projection of housing needs based on development and growth which is reasonably likely to occur in a municipality. The Fourth Round prospective need was determined pursuant to methodology adopted by the state pursuant to the Fair Housing Act as amended in 2024.

On October 18, 2024, the Department of Community Affairs (“DCA”) issued a report estimating the Fourth-Round affordable housing obligations for all municipalities based upon its interpretation of the standards of the Amended FHA. The Borough of Collingswood adopted a binding resolution #25-48 on January 6, 2025, committing to the DCA Fourth Round Prospective Need (New Construction) Obligation of **43**.

## Vacant Land Adjustment

The Borough’s Third Round Settlement Agreement included a Vacant Land Adjustment (“VLA”) due to the lack of sufficient vacant, suitable land to fully-satisfy its Prospective Need obligations. A VLA requires an inventory of vacant parcels. The municipality may exclude vacant contiguous parcels if they would accommodate less than five (5) dwelling units utilizing Court-approved presumptive density. Additionally, the municipality may eliminate sites that are environmentally sensitive as defined under N.J.A.C. 5:93-4.2(e)2; active recreational lands; conservation, parklands and open space.

After accounting for exclusions, the available land area with a realistic development potential of five or more units was compiled to determine the Borough's Realistic Development Potential ("RDP".) The Court-approved Third-Round VLA identified an RDP of 4 units based on available parcels that would contribute to the Borough's obligation. The Borough's Vacant Land Analysis from the 2016 Court-approved plan is included in the Appendix for reference.

In accordance with the 2024 amendments to the FHA, the Borough has prepared an updated VLA which identifies any new vacant or underutilized contiguous parcels of land which are of a size that would be suitable to accommodate five or more housing units.

The analysis includes a varied density to determine if the site was suitable for development and contributing to their RDP.<sup>5</sup> No significant changes in density have occurred within the Borough since the Court's approval of the presumptive density. A review of all vacant parcels as of March 2025 were compiled and compared to those identified in the Court-approved VLA. The review identified two (2) parcels, neither of which will contribute to create a Fourth-Round RDP. The following table identifies all newly identified vacant properties.

VACANT PARCELS AS OF MARCH 2025*							
Block	Lot	Owner Name	Property Location	Notes	Buildable Lot Area - Acres	Total Units	RDP
38	12.02 & 12.03	MAYER JUDY & BELL LAUREN - TRUSTEES	869 HADDON AVE BACK	Property is designated for up to 10 units per acre - creates less than 5 units. Too small to contribute to the RDP	0.38	3.80	0
126	1	COLLINGSWOOD CORP 130 C/O KESSLER	CRESCENT BLVD & PARK AVE	Restricted through NJDOT takings - reduces buildable area to 0.26 acres. Too small to contribute to RDP - Density of 6 units per acre based on location away from downtown area	0.26	1.56	0

\*The above list includes the vacant parcels that were not vacant in the Court-approved Third Round Plan

<sup>5</sup> In accordance with the 2024 FHA amendments, N.J.S.A. 52:27D-310.1.1.c – vacant contiguous parcels of land in private ownership of a size which would accommodate fewer than five dwelling units based on appropriate standards pertaining to housing density. The Borough utilized a density based on the zoning district where the property was located.

## Land Use Analysis

The Borough has conducted an exhaustive review of all available vacant and underutilized parcels through their approved Vacant Land Adjustment. The Borough has given consideration to those sites which would be suitable for affordable housing purposes. With limited vacant land available, the only opportunities arise from the reuse or redevelopment of existing parcels. Recognizing this, the Borough has adopted ordinances which would provide for affordable housing units on sites which redevelop in designated areas or which provide for five or more new multi-family housing units.

## Multigenerational Family Housing Analysis

In 2021 the FHA was amended to require an analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission. Currently, there are no recommendations published from the Commission. The duties of the commission are:

*“To prepare and adopt recommendations on how State government, local government, community organizations, private entities, and community members may most effectively advance the goal of enabling senior citizens to reside at the homes of their extended families, thereby preserving and enhancing multigenerational family continuity, through the modification of State and local laws and policies in the areas of housing, land use planning, parking and streetscape planning, and other relevant areas.”*

A review of 2020 Census data shows that less than 2.1% of the occupied housing units in the Borough contain three plus generations of families. The Borough of Collingswood recognizes the needs of older residents who want to age in place or

continue to live independently in the Borough. The Borough ordinances do not prohibit the creation of extra living space for family members, provided they are part of the same housekeeping unit.

### **Regional Planning Analysis**

The Office of Planning Advocacy and the State Planning Commission are currently in the process of Cross Acceptance to adopt the 2024 State Development and Redevelopment Plan (SDRP). This is the first update to the 2001 SDRP. In both the 2001 and 2024 SDRP the Borough of Collingswood is completely within a Metropolitan State Planning Area (PA1). As an older suburban community, the Borough is primarily built-out. The Borough has infrastructure for water and sewer and has approved stormwater management ordinances in accordance with the NJ DEP requirements. The Borough has access to public transportation through the New Jersey Transit bus services. The Collingswood Station provides access to rail through PATCO with access to NJ Transit and Amtrak

In the 2024 Draft SDRP the PA1 Planning Area is intended to

- *provide for much of the state's future growth in compact development and redevelopment;*
- *revitalize cities, towns and neighborhoods, and in particular overburdened neighborhoods;*
- *address existing legacy issues such as air pollution, urban heat islands, lead contamination, Brownfields, urban highways, and combined sewer systems;*
- *prevent displacement and gentrification;*
- *promote growth that occurs in Centers, other appropriate areas that are pedestrian friendly, and in compact transit-oriented forms;*
- *rebalance urbanization with natural systems;*
- *promote increased biodiversity and habitat restoration;*

- *stabilize and enhance older inner ring suburbs;*
- *redesign and revitalize auto oriented areas;*
- *protect and enhance the character of existing stable communities.*

The Borough does not have vacant land that can be developed, all development is rooted in the reuse and redevelopment of previously utilized properties. The Borough continues to look at their zoning to encourage the redevelopment and improvement of older facilities and properties while balancing the character of their community.

## FAIR SHARE PLAN

A Fair Share Plan (FSP) is prepared to address how a municipality intends to meet their constitutional affordable housing obligations. The FSP identifies the affordable housing obligations, projects that have been completed, proposed mechanisms to meet the affordable housing obligations, and addresses the requirements of the FHA and affordable housing regulations applicable to each set of obligations, including N.J.A.C. 5:93 and N.J.A.C. 5:80 where applicable.

### Affordability Requirements

Affordable housing is defined under New Jersey's Fair Housing Act as a dwelling, either for sale or rent that is within the financial means of households of low or moderate income as income is measured within each housing region. The Borough of Collingswood is in Region 5, which includes Burlington, Camden and Gloucester counties. Moderate-income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. As required by the amended FHA (Roberts bill), there is also included a very low-income category, which is defined as households earning 30% or less of the regional median income.

Through the Uniform Housing Affordability Controls (hereinafter "UHAC") at N.J.A.C. 5:80-26.3(d) and (e), which were amended by "emergency" in December 2024, the maximum rent for a qualified unit be affordable to households that earn no more than 60% of the median income for the region. The average rent must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn no more than 70% of the median income. The average sale price must be affordable to a household that earns no more than 55% of the median income.

The regional median income is defined using the federal Department of Housing and Urban Development (“HUD”) income limits on an annual basis. In the spring of each year HUD releases updated regional income limits. It is from these income limits that the rents and sale prices for affordable units are derived. These figures are updated annually.

### **Affordable Housing Plan**

The following reviews the components of the Borough’s Court-approved Third-Round Plan and incorporates provisions to address the Borough’s new Fourth-Round obligations.

### **Rehabilitation Obligation/Present Need:**

The Borough has identified 11 rehabilitated housing units created from 2010 through 2022. These units are listed in the Appendix. The Court-approved Third-Round plan utilized Camden County Community Development Program, Home Improvement Program, to rehabilitate units. The Borough will continue to work with Camden County to meet its Fourth-Round Present Need/Rehabilitation obligation.

The Borough has also entered into an agreement with Habitat for Humanity on March 3, 2025 by Resolution 2025-74 to act as a designated rehabilitation entity for the rehabilitation and reuse of abandoned properties. A copy of the resolution and Memorandum of Understanding (MOU) is included in the Appendix.

The Borough’s Fourth-Round Rehabilitation obligation is **10**.

### Third-Round:

As set forth above, the Borough's combined Prior Round (1987-1999) obligation and Third-Round obligation is **190**. The Third Round Prospective Need includes the so-called "Gap Period Present Need," which is a measure of households formed from 1999-2015 that need affordable housing, created by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017). The Borough adopted a 2016 Housing Element and Fair Share Plan in accordance with their Third-Round Court-approved settlement agreement with FSHC, which resulted in a Final JOR dated July 18, 2016. The Borough completed a VLA for their Third-Round obligation, resulting in an RDP of 65, leaving an Unmet Need of 125.

The approved Settlement with FSHC included a provision, item 14, which permits the reduction of the Third-Round obligation as follows:

**"The parties agree that if a court of competent jurisdiction in Camden County, or an administrative agency responsible for implementing the Fair Housing Act, calculates an obligation for the Borough for the period 1999-2025 that is lower by more than 20 percent of the total prospective Third Round need obligation established in this agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter.** Notwithstanding any such reduction, the Borough shall be obligated to implement the fair share plan attached hereto, including by leaving in place any site specific zone changes made or continued in connection with the plan approved pursuant to this settlement agreement, including those zoning changes directed at fulfillment of the unmet need; taking all steps necessary to support the development of any proposed 100 percent affordable developments and otherwise fulfilling fully the fair share obligations established herein. The reduction of the Borough's obligation below that established in this agreement does not provide a basis for seeking leave to amend this agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its prospective need for the Third Round, the Borough may carryover any resulting extra credits to future rounds."

The Borough's Third-Round obligation as calculated by Econsult Solutions on March 28, 2018, is **80**, which is 42% less than the obligation in the 2016 Court-approved Settlement agreement with FSH. The Borough is amending their Third-Round obligation to reflect the Jacobson Court calculations. The Borough will continue to maintain all the court-approved mechanisms as provided for in the settlement agreement and court-approved plan in accordance with the above requirements. ***The adjustment to the Third-Round obligation does not change the Borough's RDP of 65 but reduces the unmet need from 125 to 15.***

Bonus credits are permitted for rental units, up to 25% of the Boroughs Prior Round RDP in accordance with N.J.A.C. 5:93-5.15(a). As such the Borough is permitted to take a bonus credit for a maximum of 16 credits. Additionally, in accordance with N.J.A.C. 5:93-5.14(a)1, the Borough is permitted to include up to 25% of the total Prior Round obligation as age-restricted housing units, for a maximum of 16 units.

The following Table summarizes the Borough's RDP Obligation Components as approved in the Borough's 2016 Final JOR:

<b>Collingswood Third-Round Plan RDP - 65</b>	<b>Rental</b>	<b>Senior</b>	<b>Family</b>	<b>Units</b>	<b>Bonus Credits</b>	<b>Total Credits</b>
<b><i>Inclusionary Development Credits</i></b>						
Transit Village	x		x	33	16	49
<b><i>Special Needs Housing</i></b>						
Center for Family Services	x		x	2		2
Bancroft Neurohealth	x		x	4		4
<b><i>Existing Units</i></b>						
Collingswood Manor	x	x		10		10
			<b>Total</b>	<b>49</b>	<b>16</b>	<b>65</b>

The Borough will continue to address their Unmet Need with an existing mandatory set-aside ordinance requiring any development of five or more multi-family units to provide an affordable housing set-aside. The Borough will also keep in place the current inclusionary zoning as provided for in the Court-approved Third-Round plan.

The following Table summarizes the Borough’s Unmet Need Obligation Components as approved in the Borough’s 2016 Final JOR:

<b>Collingswood Third-Round Plan Unmet Need – 125 Adjusted to 15</b>	<b>Rental</b>	<b>Senior</b>	<b>Family</b>	<b>Units</b>	<b>Bonus Credits</b>	<b>Total Credits</b>
<b><i>Inclusionary Development Credits</i></b>						
Block 38, Lots 12, 12.01, 12.02, 12.03	x		x	1		1
Block 60, Lots 2, 3, 4, 5, 5.01, 5.02	x		x	2		2
Block 97, Lots 4.02, 5, 5.01, 5.02, 8	x		x	3		3
Block 63, Lots 1, 1.01, 2, 3, 6.01, 6.07	x		x	2		2
<b><i>Mandatory Set-Aside Ordinance</i></b>						
Various Locations	x		x			
<b>Total</b>				<b>8</b>		<b>8</b>

**Fourth Round Prospective Need:**

The Department of Community Affairs (DCA) for the State of New Jersey has calculated proposed new affordable housing obligations for each municipality for Round 4 (2025 through 2035). The Borough's Fourth Round affordable housing obligation is **43**.

The Borough has an approved Vacant Land Adjustment in their Court approved Third-Round plan which created an RDP of 65. A review of the 2025 tax records identified two new vacant parcels, none of which contribute to the Borough's Fourth-Round. As such, the Borough's Fourth-Round **RDP is 0 with an Unmet Need of 43**.

When a Fourth-Round plan includes a VLA, the components of the Fair Share Plan are required to include an identification of parcels which are likely to redevelop over the next ten years which would provide for up to 25% of the Borough's Fourth-Round RDP (N.J.S.A. 52:27D-310.1). This would require a total of **0 credits** as the Borough's Fourth-Round RDP is zero. Despite having a Fourth-Round RDP of zero, the Borough has provided for **12 credits** in the Fourth-Round from two new group homes and 4 new proposed units. The Borough has also maintained their mandatory set-aside ordinance in the event of new development opportunities. These programs will provide for the satisfaction of this provision of the amended FHA.

The amendments to the FHA for a Fourth-Round plan require a municipality provide 50% of actual affordable units, exclusive of any bonus credits, available to families with children, for a total of **16 units**<sup>6</sup>. Additionally, at least 25% of actual units, exclusive of bonuses, are required to be rental units for a total of **8 units**, of

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<sup>6</sup> The Borough's Fourth-Round obligation is 43, which is permitted to include 11 bonus credits. The Borough will utilize 6 bonus credits in the plan and proposes an additional 5 credits as units become available due to proximity to the PATCO train station, therefore a total of 32 actual units are required to be provided in the Plan.

which of which 50% of the rental units, or **4 units**, to be available to families with children. (N.J.S.A. 52:27D-311.l) The Borough has 4 units from existing Special Needs/Supportive Housing facility which will provide for part of the required rental units. The family rental units will be addressed with the four new units from 30 Fern Avenue, all rental and available to families with children.

The following table addresses the components of the Borough’s Fourth-Round Plan:

<b>Collingswood Borough Fourth Round Prospective Need Plan - 43 RDP – 0 Unmet Need - 43</b>	<b>Rental</b>	<b>Senior</b>	<b>Family</b>	<b>Units</b>	<b>Bonus Credits</b>	<b>Total Credits</b>
<b><i>Special Needs Housing</i></b>						
DHS Communities 104 Wesley Avenue	x		x	2	2	4
DHS Communities 6 W. Knight Avenue	x		x	2	2	4
<b><i>Inclusionary Development Units</i></b>						
30 Fern Avenue	x		x	4	2	6
627 Haddon Avenue	x		x	1	0.5	1.5
<b>Totals</b>				<b>9</b>	<b>6.5</b>	<b>15.5</b>
<b>Remaining Unmet Need</b>						<b>27.5</b>

Bonus credits are permitted for up to 25% of the required obligation in the Fourth Round, or eleven (11) credits. In accordance with the amended FHA under N.J.S.A. 52:27D-311.k(1) the Borough is utilizing four (4) bonus credits from permanent supportive housing from the two identified group homes created after 2020. Additionally, in accordance with the amended FHA under N.J.S.A. 52:27D-311.k(3) the Borough is utilizing 2.5 bonus credits (0.5 per unit) from the new units at 30 Fern Avenue and 627 Haddon Avenue, which are less than a quarter-mile radius from the PATCO train station. The Borough reserves the right to apply bonus credits in the future if they become available.

The Borough will maintain the mandatory set-aside ordinance and overlay zoning as provided for in the Third-Round to address the remaining Unmet Need obligation of 27.5. The Borough's new combined unmet need, as adjusted in the Third-Round, is 42.5, substantially less than the unmet need of 125 from the Third-Round. Therefore, the existing unmet need components and mechanisms approved by the Court in the 2016 Plan will be able to address the new unmet need from the Fourth-Round.

### **Unfulfilled Prior Round (1987 through 2025)**

The mechanisms to provide for new units as identified in the Borough's Court approved Third-Round plan are discussed below.

#### ***Collingswood Station Transit Village***

The Borough adopted an inclusionary development zone for the Collingswood Transit Oriented Development (TOD), (Block 180, Lot 1, Block 65, Lot 10, Block 66, Lots 1 and 4) Collingswood Transit Village Redevelopment Area, to produce 33 units that will satisfy a portion of its Third-Round Obligation. Four of the units will be designated for very low-income family households. All property within the Collingswood Station Transit Village has been designated "an area in need of redevelopment" pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. In 2003, the NJDOT designated Collingswood as a Transit Village. In accordance with P.L. 2008, c. 46 (aka A500) developers of transit village areas, financed in whole or part with State funds, are required to reserve at least 20 percent of the residential units constructed for low- and moderate-income households, with affordability controls which meet COAH requirements.

The Collingswood Station Transit Village is approximately 9.1 acres, 7.6 acres of which are owned by the Delaware River Port Authority (DRPA). Current uses of the DRPA owned property are the PATCO Station and a parking lot. The remaining land in the redevelopment area consists of several commercial, retail and office uses. The station is located one block south of the intersection of Haddon Avenue (County Route 561) and Billson Avenue in the heart of Collingswood.

There has been no development applications or changes to the property as of 2025. However, this site offers the Borough with a continued opportunity for redevelopment which will provide for affordable housing. There are limited opportunities to create new development in the Borough and therefore the zoning and redevelopment designation of this property remain viable options in the plan at such time that the property redevelops.

***Unmet Need Overlay Zoning – Block 38, Lots 12, 12.01, 12.02 & 12.03***

This site contains 0.81 acres on four lots with two owners. The present uses are non-conforming with pre-existing uses (auto repair shop and two houses) that cannot expand. The site has retail across the street and residential uses on the same side of Haddon Avenue. Access is from both Haddon Avenue and Maple Avenue. The POD, SF-D3 zoning does not permit multi-family uses. An overlay ordinance was adopted on August 1, 2016, by Ordinance #1599 which permits a residential density of 10 du/acre or eight units with one affordable unit.

Two of the lots, 12.02 and 12.03 are the subject of Redevelopment Plan approved in July of 2023. The Redevelopment Plan continues to permit the residential uses and requires conformance with the Borough's affordable housing requirements. These lots contained the auto repair business which has been demolished, and these parcels are now vacant. The remaining two lots contain a

residential dwelling. This property continues to remain a viable mechanism to address the Borough's unmet need.

***Unmet Need Overlay Zoning – Block 60, Lots 2, 3, 4, 5, 5.01 & 5.02***

This site contains a total of 0.62 acres on six lots with four owners. The present uses are underutilized (one house and two retail uses) or vacant with residential uses on the back of the site and offices and retail on Haddon Avenue. Access is on Haddon Avenue. The POD zoning does not permit multi-family uses. An overlay ordinance was adopted on August 1, 2016, by Ordinance #1599 which permits a residential density of 16 du/acre or 10 units with two affordable units. This property continues to remain a viable mechanism to address the Borough's unmet need.

***Unmet Need Overlay Zoning – Block 97, Lots 4.02, 5, 5.01, 5.02 & 8***

This site contains a total of 1.27 acres with four of the lots having one owner. The present uses are non-conforming with two retail stores and garages for rent in the rear. Some are vacant. Access is on Haddon Avenue. There are residential uses in the back of the property and retail uses on Haddon Avenue. The CBD zoning does permit residential as an accessory use. An overlay ordinance was adopted on August 1, 2016, by Ordinance #1599 which permits a residential density of 14 du/acre or 18 units with three affordable units. This property continues to remain a viable mechanism to address the Borough's unmet need.

***Unmet Need Overlay Zoning – Block 63, Lots 1, 1.01, 2, 3, 6.01 & 6.07***

This site is located in the POD zone and is known as the Penguin Cleaners site. The present zoning does not permit multi-family housing. The site contains twin single-family homes, a dry-cleaning establishment and commercial uses. The site

consists of six lots with five owners. Access is from Haddon Avenue. An overlay ordinance was adopted on August 1, 2016, by Ordinance #1599 which permits a residential density of 13.91 du/acre or 12 units with two affordable units. This property continues to remain a viable mechanism to address the Borough's unmet need.

### **Elements Satisfying Obligation**

The Borough has provided for new affordable housing units through the redevelopment of former properties by implementing a mandatory set-aside ordinance. This ordinance addresses the Borough's unmet need but has resulted in the approval of five (5) new units to be applied in the Fourth-Round.

#### ***Mandatory Set-aside for New Multi-Family Development***

In accordance with the Court-approved Third-Round plan, Collingswood enacted an inclusionary zoning ordinance that provides for the following:

- Any rental or for sale multi-family development of five or more units and a density of eight du/acre or greater in the Borough will be required to set aside a minimum of 15 percent of the total number of units as Affordable Housing Units. Where this requirement results in a fraction of a unit, the fraction shall be rounded to the nearest whole unit. Fractions of less than one half (1/2) shall be rounded off to the lower whole unit and fractions of greater than one half (1/2) shall be rounded off to the higher whole unit.

- In inclusionary developments, low and moderate-income units shall be integrated with the market units. However, for developments of up to 20 units, not otherwise identified in this plan, the Borough may, in its sole discretion, permit payments-in-lieu of constructing affordable units or the construction of affordable

units off-site, in accordance with N.J.A.C. 5:97-6.4. For a development of 21-30 units, not otherwise identified in this plan, the Borough may, in its sole discretion, permit up to 50 percent of the required set aside to be met through payments-in-lieu of constructing affordable units or the construction of affordable units offsite, in accordance with N.J.A.C. 5:97-6.4, provided that Collingswood identifies how the off-site units will be provided on a one-for-one basis at the time of the final site plan approval for the inclusionary development and provides notice of and information regarding the provision of the off-site units to FSHC within 10 days before the site plan approval is heard. Developments of 31 units or more must provide the units on site with no off-site options.

This ordinance has resulted in the creation of four (4) new affordable units at 30 Fern Avenue and one (1) new unit at 627 Haddon Avenue, which will contribute to the Borough's affordable housing obligations. The Borough Planning Board approved the conversion of a church to residential housing units in accordance with an approved Redevelopment Plan. This project located at 30 Fern Avenue, Block 38, Lots 1, 3.01 & 10.01. The project will include two one-bedroom affordable units and two two-bedroom affordable units for a total of four (4) affordable units. The Borough is also in the process of approving a redevelopment plan for 627 Haddon Avenue, Block 22, Lot 13, which will include one (1) affordable housing unit. These units will be applied to the Fourth-Round obligation.

***Special Needs/Supportive Housing – DHS Communities – 4 bedrooms***

In 2022 DHS Communities opened two new group homes in the Borough. These are located within existing townhouse units and provide two (2) bedrooms in each of the two units, for a total of four (4) bedrooms. The properties are located at 104 Wesley Avenue (Block 68, Lot 20) and 6 Knight Avenue (Block 96, Lot 29). The two units are financed by the New Jersey Housing and Mortgage Finance Agency and contain deed restrictions for up to 30-years. The properties also received a PILOT

from the Borough for 25 years. The units provide housing to individuals with developmental disabilities. Copies of the deed restrictions are included in the Appendix.

### *Very Low-Income Units*

Very Low-income housing is affordable to those households with a gross household income of 30% or less of the median gross household income in the region. In 2008 the FHA was amended to include a requirement that at least 13% of all affordable housing units be very low-income units.<sup>7</sup> The 2024 amendments to the FHA added a provision that at least half of the very low-income units be available to families with children. The Borough has adopted ordinances which require any new affordable housing development to provide 13% of their total affordable housing units in their Third and Fourth-Round plans as very-low-income units.

In accordance with the Borough's Court-approved Third-Round plan there are four (4) very-low incomes required in the proposed Transit Village zone. There are a total of ten (10) very low-income units in Collingswood Manor and four (4) very low-income units in Bancroft Neurohealth. This provides for a total of eighteen (18) very low-income units from the Third-Round approved projects, where 10 are required based on the 80-unit obligation.

In the Fourth-Round five (5) units are required to be very low-income units of which half are required to be available to families with children. The new group homes provide for three (3) of the required. The additional units will be required in any mechanism used to satisfy the unmet need as they become available. The Borough will use AHTF money to buy-down units as needed to create the required very low-income units.

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<sup>7</sup> Assembly Bill A-500 adopted in 2008, also known as the Roberts Bill, created a new definition for very low-income units and a requirement that 13% of all affordable units be made available to very low-income households.

### Phasing Plan for Affordable Housing Units<sup>8</sup>

The Borough has unbuilt units satisfying their Third and Fourth-Round obligations. The development of these units are subject to market conditions and overlay zones which depend upon the underlying properties development plans. It is therefore impossible to project the phasing for these units. The Borough anticipates that the housing units from 30 Fern Avenue as proposed in the Fourth-Round will be developed in accordance with the following schedule:

<b>Program</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>	<b>2030</b>	<b>2031</b>	<b>2032</b>	<b>2033</b>	<b>2034</b>	<b>2035</b>
30 Fern Avenue	4									
627 Haddon Avenue		1								
<b>Total</b>	<b>4</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### Bonus Provisions

For the Third-Round plan, in accordance with N.J.A.C. 5:93-5.15, the Borough intends to take bonus credits for up to 25% any rental units. The Borough has taken credit for sixteen (16) bonus credits. The maximum rental bonus would not account for more than 25% of the Borough's Third-Round RDP.

Bonus credits are permitted for units in the Fourth Round in accordance with the amended FHA under N.J.S.A. 52:27D-311.k. for up to 25% of the total Fourth-Round prospective need, allowing for eleven (11) bonus credits. The Borough proposes to utilize 6.5 bonus credits for units in the Fourth-Round Plan. The Borough reserves the right to apply bonus credits from units that become available and are eligible.

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<sup>8</sup> Phasing is estimated and may not reflect changes to market conditions which will impact the proposed developments.

## **Affordable Housing Trust Fund**

The Borough adopted an affordable housing trust fund ordinance in accordance with affordable housing regulations for the purposes of funding affordable housing activities on May 4, 2009, under Ordinance #1456. This ordinance was repealed when Chapter 85 was amended to adopt the affordable housing ordinances under the Third-Round. On June 3, 2024, the Borough adopted Ordinance #1784 providing for the collection of development fees. A copy of the ordinance is included in the Appendix. As of May 31, 2024, the AHTF has a balance of \$143,445. A Spending Plan will be completed to provide for the expenditure of funds.

## **Cost Generation**

The Borough of Collingswood will provide for expediting the review of development applications containing affordable housing. Such expedition may consist of, but is not limited to, scheduling of pre-application conferences and special monthly public hearings for projects involving affordable housing. Furthermore, development applications containing affordable housing shall be reviewed for consistency with the Land Development Ordinance and Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.) The Borough shall comply with all requirements for unnecessary cost generating requirements under N.J.A.C. 5:93-10.

## **Monitoring**

The Borough of Collingswood shall complete all required annual monitoring reports for the Borough's Affordable Housing Trust Fund and of the affordable housing units and programs in accordance with the FHA regulations and requirements. In fact, the Borough has complied with all current AHMS reporting deadlines to date, as set forth in the Amended FHA. The Borough Municipal Housing

Liaison has access to the AHMS and has been regularly inputting the required monitoring data as it becomes available.

### **Fair Share Ordinance and Affirmative Marketing**

The Borough of Collingswood on August 1, 2016 by ordinance #1598 and in accordance with the Borough's Court approved Fair Share Plan, adopted an Affirmative Marketing and Fair Share Ordinance in accordance with N.J.A.C. 5:93 et seq., and UHAC at N.J.A.C. 5:80-26<sup>9</sup>. The Borough's Fair Share Ordinance will govern the administration of affordable units in the Borough as well as regulating the occupancy of such units. The Fair Share Ordinance covers the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and sales prices, affirmative marketing, income qualification and the like. The costs of advertising and affirmative marketing of the affordable units (including the contract with the Administrative Agent) shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Borough.

The affirmative marketing plan is designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to the affordable units located in the Borough. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in Housing Region #5, consisting of Burlington, Camden and Gloucester counties.

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<sup>9</sup> At this time the State is in the process of amending the UHAC regulations and adopting new affordable housing regulations under proposed N.J.A.C. 5:99 which will potentially require amendments to the Municipal Housing Ordinances and Marketing Plan. At such time that these regulations become effective the ordinances will be amended as required by law.

The affirmative marketing plan includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance with N.J.A.C. 5:80-26. All newly created affordable units will comply with the affordability controls required by the FHA and UHAC. This plan must be adhered to by all private, non-profit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit. The costs of implementing the affirmative marketing plan (i.e., the costs of advertising the availability of affordable units, contract with the Administrative Agent, etc.) are the responsibilities of the developers of the affordable units. This requirement will be included in the Borough's fair share ordinances and shall be a condition of any municipal development approval.

Due to the HMFA's impending release of proposed amendments to UHAC in June or July 2025, the Borough's Affordable Housing Ordinance will be amended and filed with the Program for review and approval once those regulations are adopted. If any changes to the Borough's Court-approved Affirmative Marketing Plan, as amended to include new projects set forth in this FSP, are required, the Borough shall amend the affirmative marketing plan to include any changes, if any are required, once the new UHAC regulations are adopted.

## **Conclusion**

There are limited remaining opportunities to create affordable housing in the Borough given the scarcity of vacant or underutilized parcels. Despite this, the Borough proposes to meet its affordable housing obligations through various mechanisms as demonstrated herein. The Borough also recognizes there is a need to provide future opportunities for affordable housing and therefore has revised portions of the existing zoning ordinance to ensure larger residential developments provide affordable housing through a mandatory set-aside ordinance. The Borough has also created several overlay zones to promote the creation of affordable housing.

*APPENDIX A – Collingswood Borough DJ Complaint*

*APPENDIX B - Order Fixing Municipal Obligation for “Present Need” and  
“Prospective Need” for the Fourth Round Housing Cycle*

*APPENDIX C – 2016 VLA List*

*APPENDIX D – Collingswood Rehab Units*

*APPENDIX E(1) – Habitat for Humanity Resolution Agreement*

*APPENDIX E(2) – Habitat for Humanity MOU*

*APPENDIX F(1) – DHS Communities Deed Restrictions*

*APPENDIX F(2) – DHS Communities PILOT Agreement*

*APPENDIX G – Development Fee Ordinance*

# APPENDIX A

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*Attorneys for Plaintiff/Petitioner Borough of Collingswood*

IN THE MATTER OF THE  
APPLICATION OF THE BOROUGH  
OF COLLINGSWOOD, a municipal  
corporation of the State of New Jersey,

Plaintiff/Petitioner.

**SUPERIOR COURT OF NEW JERSEY  
CIVIL DIVISION – CAMDEN COUNTY**

Docket No.:

Civil Action  
(Mount Laurel)

**COMPLAINT FOR DECLARATORY  
JUDGMENT**

Plaintiff/Petitioner, the Borough of Collingswood (“Collingswood”), a municipal corporation and body politic organized under the laws of the State of New Jersey, with offices located at 678 Haddon Avenue, Collingswood, New Jersey 08108, by way of Complaint for Declaratory Judgment says:

**Jurisdiction**

1. Jurisdiction is established pursuant to the New Jersey Declaratory Judgments Act, N.J.S.A. 2A:16-50, et seq.

2. Jurisdiction is further established pursuant to the Fair Housing Act, N.J.S.A. 42:27D-304.1(f)(1)(b).

**Background and Prior Round Obligations**

3. In 1975 the Supreme Court of New Jersey in South Burlington County N.A.A.C.P. v. Township of Mount Laurel, 67 N.J. 151 (1975), ruled that the developing municipalities in the State of New Jersey exercising their zoning power, in general, had a

constitutional obligation to provide a realistic opportunity for the construction of their fair share of the region's low and moderate income housing needs.

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

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

6. COAH proceeded to adopt regulations for first round obligations applicable from 1987 to 1993 and second round obligations that created a cumulative obligation from 1987 to 1999.

7. In compliance with the second round of COAH regulations, Collingswood petitioned COAH for substantive certification of its Housing Element and Fair Share Plan (the "Second Round Plan") on February 15, 1995.

8. Collingswood's Second Round Plan received certification on May 1, 1996 and an extended certification on February 9, 2005.

9. COAH first proposed third round substantive and procedural rules in October, 2003. 35 N.J.R. 4636(a); 35 N.J.R. 4700(a).

10. 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").

11. In compliance with the 2004 Regulations, Collingswood adopted a Housing Element and Fair Share Plan on December 5, 2005 and petitioned COAH for substantive certification on December 16, 2005.

12. However, the 2004 Regulations were challenged and on January 25, 2007, the Appellate Division invalidated various aspects of those regulations and remanded considerable portions of the rules to COAH with direction to adopt revised rules. In the Matter of the Adoption of N.J.A.C. 5:94 and 5:95 by the New Jersey Council on Affordable Housing, 390 N.J. Super. 1 (App. Div.), certif. denied, 192 N.J. 72 (2007) (the "2007 Case").

13. On January 22, 2008, COAH proposed and published revised third round regulations in the New Jersey Register. 40 N.J.R. 237.

14. On May 6, 2008, COAH adopted the revised third round regulations and advised that the new regulations would be published in the June 2, 2008 New Jersey Register, thereby becoming effective.

15. On May 6, 2008, COAH simultaneously proposed amendments to the revised third round rules it had just adopted. Those amendments were published in the June 16, 2008 New Jersey Register, 40 N.J.R. 3373 (Procedural N.J.A.C. 5:96); 40 N.J.R. 3374 (Substantive N.J.A.C. 5:97). The amendments were adopted on September 22, 2008 and made effective on October 20, 2008.

16. Collingswood submitted a Housing Element and Fair Share Plan to COAH and petitioned COAH for substantive certification on December 30, 2008.

17. Subsequently, COAH granted substantive certification to Collingswood's third round Housing Element and Fair Share Plan on September 9, 2009 (the "Certified Third Round Plan").

18. Thereafter, N.J.A.C. 5:96 and 5:97 as adopted in 2008 were challenged in an appeal entitled In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 416 N.J. Super. 462 (App. Div. 2010) (the "2010 Case"). In its October 8, 2010 decision, the Appellate Division determined, among other things, that the growth share methodology was invalid and that COAH should adopt regulations utilizing methodologies similar to the ones utilized in the first and second rounds, i.e. 1987-1999.

19. On September 26, 2013, the Supreme Court of New Jersey affirmed the Appellate Division's invalidation of the third iteration of the third round regulations, sustained their determination that the growth share methodology was invalid, and directed COAH to adopt new regulations based upon the methodology utilized in the first and second rounds. In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 215 N.J. 578 (2013) (the "2013 Case").

20. COAH proceeded to propose such regulations in accordance with the schedule and amended schedule established by the New Jersey Supreme Court in the 2013 Case.

21. On October 20, 2014, COAH deadlocked with a 3-3 vote and failed to adopt the revised third round regulations.

22. Due to COAH's failure to adopt the revised regulations and subsequent inaction, Fair Share Housing Center ("FSHC"), a party in the 2010 Case and the 2013 Case, filed a motion with the New Jersey Supreme Court to enforce litigant's rights.

23. On March 10, 2015, the New Jersey Supreme Court issued its decision on FSHC's motion to enforce litigant's rights. The Supreme Court in the 2015 Case found that the COAH administrative process had become non-functioning and, as a result, returned primary jurisdiction over affordable housing matters to the trial courts. In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. (2015) (the "2015 Case").

24. In doing so, the Supreme Court established a transitional process for municipalities, like Collingswood, that participated in the administrative process before COAH to file a declaratory judgment action with the trial courts seeking to declare their HEFSPs as being constitutionally compliant and seeking similar protections to those that the participating municipalities would have received if they had continued to proceed before COAH.

25. In explaining the transitional process contemplated, the Supreme Court equated these "Participating "Municipalities" to those municipalities in 1985 that had sought to transfer jurisdiction from the Court to the newly created COAH and switch the forum from a judicial one to an administrative one under N.J.S.A. 52:27D-316.

26. In compliance with that process, Collingswood filed a Declaratory Judgment Action before this Court on July 7, 2015 seeking a judgment of compliance and repose.

27. Thereafter, on July 18, 2016, the Court issued a Third Round Judgment of Compliance and Repose and Judgment Approving Final Settlement with Fair Share Housing Center, which granted Collingswood immunity from exclusionary zoning lawsuits for its Third Round affordable housing obligations through July 2025.

### **Fourth Round Obligations**

28. On March 20, 2024, the New Jersey Legislature amended the State's Fair Housing Act ("Amended FHA") pursuant to P.L. 2024, C.2 which was signed into law by the Governor.

29. Among other revisions the Amended FHA requires the New Jersey Department of Community Affairs ("DCA") to perform a calculation of regional need and municipal present and prospective obligations for affordable housing in accordance with the formulas established in the law.

30. Pursuant to its requirements under the Amended FHA, DCA has issued a report entitled "Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background ("DCA Report").

31. In the DCA Report, it has calculated Collingswood's present need of its affordable housing obligations for Round 4 in the year 2025 to be 10 units.

32. Collingswood's total prospective affordable housing obligation for Round 4 according to the DCA calculations for the years 2025 to 2035 is 43 units.

33. The Amended FHA specifically, N.J.S.A. 42:27D-304.1(f)(1), in relevant part provides as follows:

(a) With consideration of the calculations contained in the relevant reports published by the department pursuant to this section [**DCA Report**] for each 10-year round of affordable housing obligations beginning with the fourth round, a municipality shall determine its present and prospective fair share obligation for affordable housing in accordance with the formulas established in sections 6 and 7 of P.L.2024, c.2 (C.52:27D-304.3) by resolution, which shall describe the basis for the municipality's determination and bind the municipality to adopt a housing element and fair share plan pursuant to paragraph (2) of this subsection based on this determination as may be adjusted by the program as set forth in this subsection.

(b) For the Fourth round of affordable housing obligations, this determination of present and prospective fair share obligation shall be made by binding resolution no later than January 31, 2025. After adoption of this binding resolution, the municipality shall file an action regarding the resolution with the program no later than 48 hours following adoption. The resolution, along with the date of filing with the program, shall be published on the program's publicly accessible Internet website. The municipality shall also publish the resolution of its publicly accessible Internet website, if the municipality maintains one [bracketed **term** added for clarification] . . . .

34. On January 6, 2025, Collingswood's Commissioners adopted a Resolution accepting the calculations contained in the DCA Report and DCA's determination of the Borough's present need obligation of 10 units and prospective need obligation of 43 units for the Fourth Round period 2025-2035 (the "Resolution"). A true and correct copy of the Resolution is attached hereto as Exhibit A.

35. The Resolution authorized and directed Collingswood's Administrator to file a copy of the Resolution with the Affordable Housing Alternative Dispute Resolution Program, and publish it on Collingswood's website, as well as to take any and all action necessary to proceed with the preparation of Collingswood's Housing Element and Fair Share Plan for filing by June 30, 2025.

36. The Resolution is hereby being filed with the Affordable Housing Alternative Dispute Resolution Program, and has been published on Collingswood's website.

**COUNT ONE**  
**DECLARATORY RELIEF, CONSTITUTIONAL COMPLIANCE**

37. Collingswood repeats and re-alleges each and every allegation set forth in Paragraphs 1-36 of this Complaint as if set forth herein at length.

38. N.J.S.A. 52:27D-304.1(b) provides:

Following the expiration of the third round of affordable housing obligations on July 1, 2025, a municipality shall have immunity

from exclusionary zoning litigation if the municipality complies with the deadlines established in P.L.2024, c.2 (C.52:27D-304.1 et al.) for both determining present and prospective obligations and for adopting a housing element and fair share plan to meet those obligations.

39. Collingswood has complied fully with all applicable deadlines established under the Amended FHA to date.

40. Collingswood will complete preparations of a HEFSP in accordance with the requirements of the Amended FHA and within the applicable timelines.

41. Pursuant to the Declaratory Judgments Act, N.J.S.A. 2A:16-50 et seq., and the Amended FHA, N.J.S.A. 52:27D-304.1(b), Collingswood has a right to a declaratory judgment verifying and confirming its full compliance with its constitutional affordable housing obligations.

**WHEREFORE**, Collingswood respectfully requests that the Court grant the following relief:

a. An Order exercising jurisdiction over the compliance of Collingswood with its constitutional affordable housing obligations;

b. An Order declaring that Collingswood has fully discharged its constitutional affordable housing obligations and is granted protection and repose against exclusionary zoning litigation;

c. A Judgment of Compliance and Repose for a period of ten (10) years from its date of entry; and

d. An Order granting such additional relief as the Court deems equitable and just.

**COUNT TWO**  
**REQUEST FOR IMMUNITY**

42. Collingswood repeats and re-alleges each and every allegation as set forth in Paragraphs 1-44 as if set forth herein at length.

43. Under the Amended FHA, municipalities that file declaratory judgment actions seeking to verify and confirm their constitutional compliance with their affordable housing obligations are entitled to temporary immunity from third-party lawsuits while pursuing such declaratory judgment actions and the development of compliant HEFSP's.

44. Collingswood, by virtue of the filing this action, is eligible to seek and obtain immunity from third party lawsuits while pursuing their declaratory judgment action and preparing its HEFSP pursuant to the Amended FHA.

**WHEREFORE**, Collingswood respectfully requests that the Court grant the following relief:

a. An Order granting temporary immunity from third-party lawsuits against Collingswood from the date of the filing of the instant declaratory judgment action until this Court issues a final judgment of compliance and repose to Collingswood for its HEFSP formulated, adopted, and approved in accordance with the applicable formula and methodology established by Amended FHA; and

b. An Order granting such additional relief as the Court deems equitable and just.

Respectfully submitted,

**BROWN & CONNERY, LLP**

Date: January 8, 2025

s/ Michael J. Miles  
Joseph M. Nardi, III, Esq.  
Michael J. Miles, Esq.  
360 Haddon Avenue  
Westmont, NJ 08108

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, notice is hereby given that Michael J. Miles, Esq., attorney for the Plaintiff/Petitioner, the Borough of Collingswood, is designated as trial counsel in the above captioned matter.

**BROWN & CONNERY, LLP**

Date: January 8, 2025

s/ Michael J. Miles  
Joseph M. Nardi, III, Esq.  
Michael J. Miles, Esq.  
360 Haddon Avenue  
Post Office Box 539  
Westmont, NJ 08108

**CERTIFICATION PURSUANT TO R. 4:5-1**

Pursuant to R.4:5-1, I hereby certify that the matter in controversy is not the subject matter of any other action pending in any Court or of a pending arbitration or administrative proceeding, and that no other action or arbitration or administrative proceeding is contemplated.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**BROWN & CONNERY, LLP**

Date: January 8, 2025

s/ Michael J. Miles  
Joseph M. Nardi, III, Esq.  
Michael J. Miles, Esq.  
360 Haddon Avenue  
Post Office Box 539  
Westmont, NJ 08108

# **EXHIBIT A**

**BOROUGH OF COLLINGSWOOD  
COUNTY OF CAMDEN, STATE OF NEW JERSEY**

**RESOLUTION 25-48**

**SUBJECT: ADOPTING THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS  
AFFORDABLE HOUSING OBLIGATIONS FOR 2025-2035 FOR THE  
BOROUGH OF COLLINGSWOOD**

**RECITALS**

**WHEREAS**, the New Jersey Legislature amended the State’s Fair Housing Act (“Amended FHA” or “Law”) pursuant to P.L. 2024, C.2 which was signed into law by the Governor on March 20, 2024; and

**WHEREAS**, among other amendments, the Amended FHA requires the New Jersey Department of Community Affairs (“DCA”) to perform a calculation of regional need and municipal present and prospective obligations for affordable housing in accordance with the formulas established in the Law; and

**WHEREAS**, pursuant to the requirements of the Amended FHA, DCA has issued a report entitled “Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background (“DCA Report”); and

**WHEREAS**, in the DCA Report, DCA has calculated the Borough’s present need of affordable housing obligations for Round 4 in the year 2025 to be 10 units; and

**WHEREAS**, the Borough’s total prospective affordable housing obligation for Round 4 according to the DCA calculations for the years 2025 to 2035 is 43 units; and

**WHEREAS**, the Amended FHA specifically, N.J.S.A. 52:27D-304.1(f)(1), in relevant part provides as follows:

- (a) With consideration of the calculations contained in the relevant reports published by the department pursuant to this section [**DCA Report**] for each 10-year round of affordable housing obligations beginning with the fourth round, a municipality shall determine its present and prospective fair share obligation for affordable housing in

accordance with the formulas established in sections 6 and 7 of P.L.2024, c.2 (C.52:27D-304.2 and C.52:27D-304.3) by resolution, which shall describe the basis for the municipality's determination and bind the municipality to adopt a housing element and fair share plan pursuant to paragraph (2) of this subsection based on this determination as may be adjusted by the program as set forth in this subsection.

(b) For the Fourth round of affordable housing obligations, this determination of present and prospective fair share obligation shall be made by binding resolution no later than January 31, 2025. After adoption of this binding resolution, the municipality shall file an action regarding the resolution with the program no later than 48 hours following adoption. The resolution, along with the date of filing with the program, shall be published on the program's publicly accessible Internet website. The municipality shall also publish the resolution on its publicly accessible Internet website, if the municipality maintains one [bracketed term added for clarification]; and

**WHEREAS**, the Borough officials and its professional consultants have reviewed the calculations and methodology contained in the DCA Report and have determined to accept the obligations stated therein subject to specific reservation of rights including, without limitation, the following:

- a) The right to adjust the number based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof.
- b) As described in the Recitals, 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 Amended FHA.
- c) All rights to take any contrary position in the event of a third-party challenge to the obligations.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Borough of Collingswood, County of Camden, State of New Jersey, as follows:

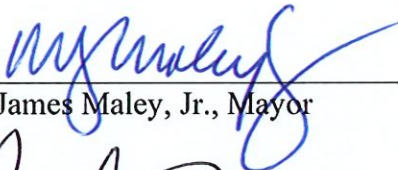
1. The above Recitals are repeated and incorporated by reference as if set forth at length herein.
2. The Borough hereby accepts the calculations contained in the DCA Report and, specifically, DCA's determination of the Borough's present need obligation of 10 units and prospective need obligation of 43 units for the Fourth Round period 2025-2035, subject to a reservation of rights including, without limitation,
  - a) The right to adjust the number based on a windshield survey, lack of land, sewer, water, regional planning inputs, or any combination thereof;

b) As described in the Recitals, 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 Amended FHA.

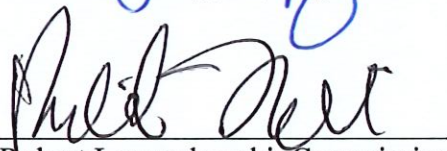
c) All rights to take any contrary position in the event of a third-party challenge to the obligations.

3. The Borough Attorney 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.
4. The Borough Administrator is directed to publish a copy of this Resolution on the Borough's website and to take any and all action necessary to proceed with the preparation of the Borough's Housing Element and Fair Share Plan for filing by June 30, 2025.
5. This Resolution shall take effect immediately, according to law.

Dated: January 6, 2025

  
\_\_\_\_\_

M. James Maley, Jr., Mayor

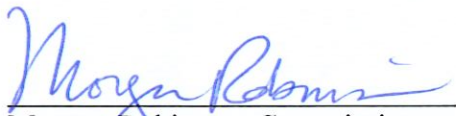
  
\_\_\_\_\_

Robert Lewandowski, Commissioner

Attest:

  
\_\_\_\_\_

K. Holly Mannel, Borough Clerk

  
\_\_\_\_\_

Morgan Robinson, Commissioner



New Jersey Judiciary  
Civil Practice Division

## Civil Case Information Statement (CIS)

Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed, or attorney's signature is not affixed.

### For Use by Clerk's Office Only

Payment type <input type="checkbox"/> check <input type="checkbox"/> charge <input type="checkbox"/> cash	Charge/Check Number	Amount \$	Overpayment \$	Batch Number
Attorney/Pro Se Name Michael J. Miles	Telephone Number 856-854-8900 ext.	County of Venue Camden		
Firm Name (if applicable) Brown & Connery, LLP	Docket Number (when available)			
Office Address - Street 360 N. Haddon Ave	City Westmont	State NJ	Zip 08108	
Document Type Complaint	Jury Demand <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Name of Party (e.g., John Doe, Plaintiff) Borough of Collingswood	Caption In re the App. of the Borough of Collingswood			
Case Type Number (See page 3 for listing)	816			
Are sexual abuse claims alleged?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
Does this case involve claims related to COVID-19?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
Is this a professional malpractice case? If "Yes," see N.J.S.A. 2A:53A-27 and applicable case law regarding your obligation to file an affidavit of merit.	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
Related Cases Pending? If "Yes," list docket numbers	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
Do you anticipate adding any parties (arising out of same transaction or occurrence)?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
Name of defendant's primary insurance company (if known)	<input checked="" type="checkbox"/> None		<input type="checkbox"/> Unknown	

**The Information Provided on This Form Cannot be Introduced into Evidence.**

**Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation**

Do parties have a current, past or recurrent relationship?  Yes  No

If "Yes," is that relationship:

- Employer/Employee       Friend/Neighbor       Familial       Business  
 Other (explain) \_\_\_\_\_

Does the statute governing this case provide for payment of fees by the losing party?  Yes  No

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition.

Declaratory judgment complaint seeking certification of compliance with Fair Housing Act through Affordable Housing Dispute Resolution Program.

 Do you or your client need any disability accommodations?  Yes  No

If yes, please identify the requested accommodation:

Will an interpreter be needed?  Yes  No

If yes, for what language?

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

Attorney/Self-Represented Litigant Signature: \_\_\_\_\_



## Civil Case Information Statement (CIS)

Use for initial pleadings (not motions) under *Rule* 4:5-1

### CASE TYPES

(Choose one and enter number of case type in appropriate space on page 1.)

#### **Track I - 150 days discovery**

- 151 Name Change
- 175 Forfeiture
- 302 Tenancy
- 399 Real Property (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 Book Account (debt collection matters only)
- 505 Other Insurance Claim (including declaratory judgment actions)
- 506 PIP Coverage
- 510 UM or UIM Claim (coverage issues only)
- 511 Action on Negotiable Instrument
- 512 Lemon Law
- 801 Summary Action
- 802 Open Public Records Act (summary action)
- 999 Other (briefly describe nature of action)

#### **Track II - 300 days discovery**

- 305 Construction
- 509 Employment (other than Conscientious Employees Protection Act (CEPA) or Law Against Discrimination (LAD))
- 599 Contract/Commercial Transaction
- 603N Auto Negligence – Personal Injury (non-verbal threshold)
- 603Y Auto Negligence – Personal Injury (verbal threshold)
- 605 Personal Injury
- 610 Auto Negligence – Property Damage
- 621 UM or UIM Claim (includes bodily injury)
- 699 Tort – Other

#### **Track III - 450 days discovery**

- 005 Civil Rights
- 301 Condemnation
- 602 Assault and Battery
- 604 Medical Malpractice
- 606 Product Liability
- 607 Professional Malpractice
- 608 Toxic Tort
- 609 Defamation
- 616 Whistleblower / Conscientious Employee Protection Act (CEPA) Cases
- 617 Inverse Condemnation
- 618 Law Against Discrimination (LAD) Cases

**Track IV - Active Case Management by Individual Judge / 450 days discovery**

- 156 Environmental/Environmental Coverage Litigation
- 303 Mt. Laurel
- 508 Complex Commercial
- 513 Complex Construction
- 514 Insurance Fraud
- 620 False Claims Act
- 701 Actions in Lieu of Prerogative Writs

**Multicounty Litigation (Track IV)**

- 282 Fosamax
- 291 Pelvic Mesh/Gynecare
- 292 Pelvic Mesh/Bard
- 293 DePuy ASR Hip Implant Litigation
- 296 Stryker Rejuvenate/ABG II Modular Hip Stem Components
- 300 Talc-Based Body Powders
- 601 Asbestos
- 624 Stryker LFIT CoCr V40 Femoral Heads
- 626 Abilify
- 627 Physiomesh Flexible Composite Mesh
- 628 Taxotere/Docetaxel
- 629 Zostavax
- 630 Proceed Mesh/Patch
- 631 Proton-Pump Inhibitors
- 633 Prolene Hernia System Mesh
- 634 Allergan Biocell Textured Breast Implants
- 635 Tassigna
- 636 Strattice Hernia Mesh
- 637 Singulair
- 638 Elmiron
- 639 Pinnacle Metal-on-Metal (MoM) Hip Implants

If you believe this case requires a track other than that provided above, please indicate the reason on page 1, in the space under “Case Characteristics”.

**Please check off each applicable category**

- Putative Class Action**       **Title 59**       **Consumer Fraud**
- Medical Debt Claim**

**BOROUGH OF COLLINGSWOOD  
COUNTY OF CAMDEN, STATE OF NEW JERSEY**

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**RECITALS**

**WHEREAS**, the New Jersey Legislature amended the State's Fair Housing Act ("Amended FHA" or "Law") pursuant to P.L. 2024, C.2 which was signed into law by the Governor on March 20, 2024; and

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**WHEREAS**, pursuant to the requirements of the Amended FHA, DCA has issued a report entitled "Affordable Housing Obligations for 2025-2035 (Fourth Round) Methodology and Background ("DCA Report"); and

**WHEREAS**, in the DCA Report, DCA has calculated the Borough's present need of affordable housing obligations for Round 4 in the year 2025 to be 10 units; and

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**WHEREAS**, the Borough officials and its professional consultants have reviewed the calculations and methodology contained in the DCA Report and have determined to accept the obligations stated therein subject to specific reservation of rights including, without limitation, the following:

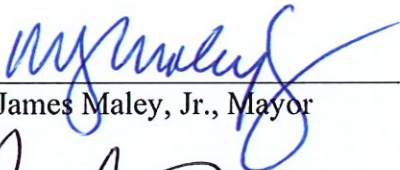
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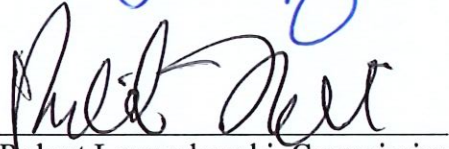
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  4. The Borough Administrator is directed to publish a copy of this Resolution on the Borough's website and to take any and all action necessary to proceed with the preparation of the Borough's Housing Element and Fair Share Plan for filing by June 30, 2025.
  5. This Resolution shall take effect immediately, according to law.

Dated: January 6, 2025

  
\_\_\_\_\_

M. James Maley, Jr., Mayor

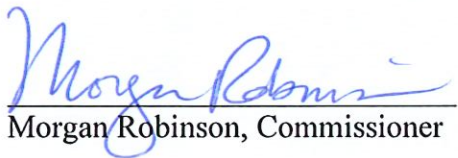
  
\_\_\_\_\_

Robert Lewandowski, Commissioner

Attest:

  
\_\_\_\_\_

K. Holly Mannel, Borough Clerk

  
\_\_\_\_\_

Morgan Robinson, Commissioner



# Civil Case Information Statement

## Case Details: CAMDEN | Civil Part Docket# L-000057-25

**Case Caption:** IN THE MATTER OF COLLINGSWOOD BORO

**Case Initiation Date:** 01/08/2025

**Attorney Name:** MICHAEL J MILES

**Firm Name:** BROWN & CONNERY, LLP

**Address:** 360 HADDON AVE  
WESTMONT NJ 08108

**Phone:** 8568548900

**Name of Party:** PLAINTIFF : Borough of Collingswood

**Name of Defendant's Primary Insurance Company**  
(if known): None

**Case Type:** AFFORDABLE HOUSING

**Document Type:** Complaint

**Jury Demand:** NONE

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO

**Does this case involve claims related to COVID-19?** NO

**Are sexual abuse claims alleged by: Borough of Collingswood?**  
NO

## THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** NO

**If yes, is that relationship:**

**Does the statute governing this case provide for payment of fees by the losing party?** NO

**Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:**

Declaratory Judgment complaint seeking certification of compliance with Fair Housing Act through Affordable Housing Dispute Resolution Program.

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

**Please check off each applicable category: Putative Class Action?** NO **Title 59?** NO **Consumer Fraud?** NO **Medical Debt Claim?** NO

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

01/08/2025  
Dated

/s/ MICHAEL J MILES  
Signed



## APPENDIX B

PREPARED BY THE COURT:

**In the Matter of the Declaratory  
Judgment Action of the Borough  
of Collingswood, Camden County  
Pursuant to P.L. 2024, Chapter 2**

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION – CIVIL PART  
CAMDEN COUNTY  
DOCKET NO. CAM-L -000057-25

CIVIL ACTION

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

**THIS MATTER**, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on 1/8/2025 (“DJ Complaint”) by the Petitioner, Borough of Collingswood (“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)*,<sup>6</sup> 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”);

<sup>6</sup> See [https://nj.gov/dca/dlps/pdf/FourthRoundCalculation\\_Methodology.pdf](https://nj.gov/dca/dlps/pdf/FourthRoundCalculation_Methodology.pdf)

**AND IT APPEARING** that, pursuant to the DCA's Fourth Round Report, the **present need** obligation of the Petitioner has been calculated and reported as 10 affordable units, and its **prospective need** obligation of the Petitioner has been calculated and reported as 43 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:

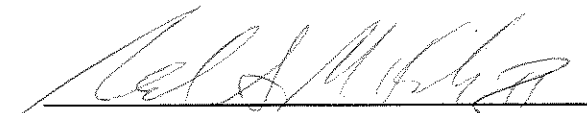
**IT IS, THEREFORE**, on this 22<sup>nd</sup> day of **APRIL 2025**, **ORDERED AND ADJUDGED** as follows:

1. That the present need obligation of the Municipality, be, and hereby is fixed as 10 affordable units for the Fourth Round housing cycle.
2. That the prospective need obligation of the Municipality, be, and hereby is fixed as 43 affordable units for the Fourth Round housing cycle; and
3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the present need and prospective need allocations aforesaid (and which plan shall include the elements set forth in the "Addendum" attached to Directive #14-24), by or before June 30, 2025,

as provided for and in accordance with Section III.A of Directive #14-24, and without further delay.

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

SO ORDERED:

  
\_\_\_\_\_  
**Michael S. Mikulski, II, J.S.C.**

Uncontested.



# APPENDIX C

## COLLINGSWOOD VACANT LAND INVENTORY

BLOCK NO. LOT NO.	ACREAGE	OWNER'S NAME & SITE LOCATION	STATUS
1 2	Vacant Land IRR .0000	Camden County Park Commission Park Boulevard & Whitman Avenue Cherry Hill, NJ 08002 S Park Drive	Too Small
1.04 2	Vacant Land 131 x 230 IRR .0000	State of New Jersey DOT 1035 Parkway Avenue Trenton, NJ 08625 Haddon Avenue	Part of Traffic Island
10 4.02	Vacant Land 5 x 120 .0138	Unknown Owner 678 Haddon Avenue Collingswood, NJ 08108 Haddon Avenue	Too Small
19.03 11	Vacant Land 10 x 125 .0287	Borough of Collingswood 678 Haddon Avenue Collingswood, NJ 08108 East Knight Avenue	Too Small
19.03 55	Vacant Land 182 x 102 IRR .0000	Cordamore, Inc. 7512 No. Crescent Boulevard Pennsauken, NJ 08110-1526 S Park Drive	Too Small
19.07 3.01	Vacant Land 100 x 125 .2870	Boro of Collingswood 678 Haddon Avenue Collingswood, NJ 08108-3704 Rear of 417 Taten Avenue	Too Small
19.07 9.08	Vacant Land 54 x 50 IRR .0000	Borough of Collingswood 678 Haddon Avenue Collingswood, NJ 08108 King Avenue – Rear Alley	Too Small
19.07 9.11	Vacant Land 29 x 50 .0333	Unknown Owner 678 Haddon Avenue Collingswood, NJ 08108 Center Street – Rear Alley	Too Small
19.07 40	Vacant Land 125 x 125 IRR .0000	Boro of Collingswood 678 Haddon Avenue Collingswood, NJ 08108-3704 Rear Cedar Avenue	Too Small
30.02 48	Vacant Land 40 x 102 .0937	Borough of Collingswood 678 Haddon Avenue Collingswood, NJ 08108 740 Maple Avenue	Too Small
43 8	Vacant Land IRR .0000	Boro of Collingswood 678 Haddon Avenue Collingswood, NJ 08108-3704 Rear of Conger Avenue	Too Small

BLOCK NO. LOT NO.	ACREAGE	OWNER'S NAME & SITE LOCATION	STATUS
44 17	Vacant Land 250 x 17 .0976	Boro of Collingswood 678 Haddon Avenue Collingswood, NJ 08108-3704 Rear Conger Avenue	Too Small
58 1	Vacant Land 51.34 x 98.03 IRR .0000	Boro of Collingswood 678 Haddon Avenue Collingswood, NJ 08108-3704 Woodlawn Avenue - Triangle	Too Small
61 1.03	Vacant Land 55 x 86 IRR .0000	Bible Presbyterian Church Haddon & Cuthbert Boulevard Collingswood, NJ 08108 Haddon & Cuthbert Road	Too Small
63 6.06	Vacant Land 40 x 10 IRR .0000	Boro of Collingswood 678 Haddon Avenue Collingswood, NJ 08108-3704 Rear Conard Avenue	Too Small
* 67 15 67 13 66 1 65 10	9 Acres	Delaware River Port Authority Bridge Plaza Camden, NJ 08102 Bilson Avenue	Redeveloped as TOD
92 1.08	Vacant Land 1 x 96 .0022	Unknown Owner 678 Haddon Avenue Collingswood, NJ 08108 South Atlantic Avenue	Too Small
92 4	Vacant Land 50 x 175 .2009	Tatem Shields Post 17 American Legion 620 Atl Collingswood, NJ 08108 618 S Atlantic Avenue	Too Small
94 20	Vacant Land 50 x 71 .0815	Borough of Collingswood 678 Haddon Avenue Collingswood, NJ 08108-3712 24 Irvin Avenue	Too Small
104 1.05	Vacant Land 5 x 40 .0046	Boro of Collingswood Haddon Avenue Collingswood, NJ 08108-1005 Rear 704 Lees Avenue-Sewer	Too Small
116 1.01	Vacant Land 3 x 120 .0083	Embury Methodist Episcopal Church 140 Haddon Avenue Collingswood, NJ 08108 Side of 140 Haddon Avenue	Too Small
126 3	Vacant Land 195 x 312	State of New Jersey 1035 Parkway Avenue	Collingswood Circle Project

BLOCK NO. LOT NO.	ACREAGE	OWNER'S NAME & SITE LOCATION	STATUS
	1.3967	Trenton, NJ 08625 White Horse Pike	
126 4.01	Vacant Land 26 x 277 IRR .0000	State of New Jersey Trenton, NJ 00000 Dwight Avenue	Collingswood Circle Project
126 5	Vacant Land 50 x 312 .3581	State of New Jersey DOT 1035 Parkway Avenue Trenton, NJ 08625 121 White Horse Pike	Collingswood Circle Project
126 6	Vacant Land 277.78 x 118 .7525	State of New Jersey DOT 1035 Parkway Avenue Trenton, NJ 08625 White Horse Pike	Collingswood Circle Project
127 3.04	Vacant Land 10 x 159 IRR .0000	Boro of Collingswood 678 Haddon Avenue Collingswood, NJ 08108-3704 Richey Avenue	Too Small
128 14	Vacant Land 29.72 x 170 .1160	Borough of Collingswood 678 Haddon Avenue Collingswood, NJ 08108 102 Richey Avenue	Too Small
128.01 40	Vacant Land 95 x 96 IRR .0000	Borough of Collingswood 678 Haddon Avenue Collingswood, NJ 08108 150 Richey Avenue	Too Small
131 1	Vacant Land IRR .0000	Borough of Collingswood 678 Haddon Avenue Collingswood, NJ 08108 1 White Horse Pike	Too Small
141 2	Vacant Land 120 x 230 .6336	Scottish Rites Bodies 315 White Horse Pike W Collingswood, NJ 08107-1455 309 White Horse Pike	Historic Application
141 2.01	Vacant Land 90 x 230 .4752	Scottish Rites Bodies 315 White Horse Pike W Collingswood, NJ 08107-1455 Magill Avenue White Horse Pike	Historic Application
149 1	Vacant Land Compost Facility IRR .0000	Boro of Collingswood 578 Haddon Avenue Collingswood, NJ 08108-1443 1035 Harrison Avenue	Too Small
153 2	Vacant Land 50 x IRR .0000	Boro of Collingswood 678 Haddon Avenue Collingswood, NJ 08108-3704 Rear Comly Avenue	Too Small

BLOCK NO. LOT NO.	ACREAGE	OWNER'S NAME & SITE LOCATION	STATUS
190 1	Vacant Land IRR .0000	Camden County Park Commission Park Boulevard & Whitman Avenue Cherry Hill, NJ 08002 Newton Avenue	Too Small

Block No. Lot No.	Property Address	Property Owner	Acreage	Status
1.07 14	E. Browning Rd	Devedjian, Samuel S. 201 E. Browning Road Collingswood, NJ 08108	IRR 158 x 135	Too Small
6 2.04	E. Franklin Ave	Galiazzi, Anthony J & Marie 20 East Franklin Ave Collingswood, NJ 08108	.1537	Too Small
10 4.01	Haddon Ave	O'Brien Thomas J & Margaret 415 Haddon Ave Collingswood, NJ 08108	.0413	Too Small
11 3	Haddon Ave	Gaspar, Marsha R 429 Haddon Ave Collingswood, NJ 08108	.1377	Too Small
12 4	E. Zane Ave	McFarland, Kelly 18 E Zane Ave Collingswood, NJ 08108	.1074	Too Small
18 1	206 Crestmont Ter	Vermandel, Stan & Beth Ann 206 Crestmont Terrace Collingswood, NJ 08108	.1578	Too Small
18 10	Crestmont Ter	Benesch, David D & Patricia 222 Crestmont Ter Collingswood, NJ 08108	.1148	Too Small
19.01 5	E. Madison Ave	Calamito, Marco 210 E Madison Ave Collingswood, NJ 08108	.1148	Too Small
19.01 20.01	E. Madison Ave	Kichula, Bernard 244 E. Madison Ave Collingswood, NJ 08108	.1435	Too Small
19.04 55.02	Woodlawn Ter	Collingswood Associates LP 101 Eisenhower Parkway Roseland, NJ 07068	IRR 210 x 152	Too Small
19.07 9	Rear Center St	Wachstein Ian & Zeldner Mic 454 Center Street Collingswood, NJ 08108	.0826	Too Small
19.07 9.12	Rear 482 King Ave	Leo, Rocco J. & Anita C 1810 Fireside Lane Cherry Hill, NJ 08003	.0207	Too Small
19.07 9.16	Rear 464 Center St	Fangi, Brett 464 Center Street Collingswood, NJ 08108	.0207	Too Small
19.08 69	415 S. Park Drive	Lam, Sanh Moc & Hue My 1 Crestmont Lane Collingswood, NJ 08108	.3191	Floodplain

Block No. Lot No.	Property Address	Property Owner	Acreage	Status
19.08 69.01	S. Park Drive	Lam, Sanh Moc & Hue My 1 Crestmont Lane Collingswood, NJ 08108	IRR 82 x 139	Floodplain
19.13 2.01	128 E. Summerfield Ave	Levandowski, Helen E. / Life 128 E. Summerfield Ave Collingswood, NJ 08108	.0871	Too Small
19.14 2	Hillcrest Ave	Hurley, Bernard & Gwendolen 500 S. Vineyard Blvd. Collingswood, NJ 08108	IRR 50 x 138	Too Small
19.17 18.01	351 Highland Ave	Wagner, Jr. Walter J. & Annet 349 Highland Ave Collingswood, NJ 08108	IRR 95 x 151	Too Small
20 13.01	Harvard Ave	Moxon, Robert W. & Karen A. 131 Harvard Ave. Collingswood, NJ 08108	.0861	Too Small
30 36	E. Collings Ave	Newsome, Pave 206 Lincoln Ave Collingswood, NJ 08108	IRR 26 x 67 x 62.5	Too Small
38 8.01	Maple Ave	Cartwright Jr., Albert S. & Ma 844 Maple Ave Collingswood, NJ 08108	.0344	Too Small
40 4	Lawnside Ave	Bui, Thuong 145 Lawnside Ave. Collingswood, NJ 08108	.1093	Too Small
41 19	118 Lawnside Ave	Denber, L Gail 118 Lawnside Ave Collingswood, NJ 08108	IRR 90 x 142	Too Small
49 3.03	Laurel Ave	Lemayski, Jr., John R. 603 Lincoln Ave. Collingswood, NJ 08108	.0775	Too Small
56 27.04	RR Lawnside Ave	Criaris, Paula A. 182 Lawnside Ave Collingswood, NJ 08108	IRR 30 x 91.81	Too Small
61.01 9.05	Cuthbert Rd	Jatella, Kathleen A & John 20 E. Cuthbert Rd Westmont, NJ 08108	IRR 22 x 25	Too Small
62 2.01	1032 Haddon Ave	Gem One llc 100 W 18 <sup>th</sup> Street New York, NY 10011	.0682	Too Small
63 6	W. Linden Ave	Public Serv Elec & Gas Co 80 Park Place ATTN: T-6B Newark, NJ 07102	IRR 150	Electric Substation
68 1	111 W Cuthbert Rd	Cuthbert Park LLC P.O. Box 130 Collingswood, NJ 08108	.1791	Too Small

Block No. Lot No.	Property Address	Property Owner	Acreage	Status
70 9.01	Park Ave	Kuzma, Jr. John & Eleanor M 947 Park Ave Collingswood, NJ 08108	.0803	Too Small
72 2.11	1120 Park Ave	McCoy, Mitchell & Theresa 1122 Park Ave Collingswood, NJ 08108	.1148	Too Small
81 2.06	Stokes Ave	Boddorff, Craig H. & Michelle 1112 Stokes Ave Collingswood, NJ 08108	.2009	Too Small
85 37.01	Merrick Ave	Flynn, Edward & Marcella M. 735 Merrick Ave Collingswood, NJ 08108	.0574	Too Small
90 12	Lakeview Dr	Curry, Neal & Virginia O. 223 Lakeview Dr Collingswood, NJ 08108	.1808	Too Small
93 10.01	Rear Atlantic Ave	McCreary, Margaret M. 728 Atlantic Ave Collingswood, NJ 08108	.0918	Too Small
110 15.04	Gorman Ave	Harvey, John J. 33 Gorman Ave Collingswood, NJ 08108	IRR 27 x 136	Too Small
116 10	10 W Narberth Ter	Leher, Mindy 12 W Narberth Ter Collingswood, NJ 08108	.1289	Too Small
118 8	30 Crescent Blvd	Uwanawich, Steve 30 Crescent Blvd Collingswood, NJ 08108	.0992	Too Small
120 2.01	Rear Park Ave	Wayne Apts LP 400 Andrews Street Rochester, NY 14604	IRR 3 x 70	Too Small
121 5	Park Ave	Cammarota, Eric & Alicia 127 Park Ave Collingswood, NJ 08108	.1291	Too Small
121 7	Park Ave	Emmerling, Karen 123 Park Ave Collingswood, NJ 08108	.1227	Too Small
125 37	Dwight Ave	Balliet, Walter & August 201 White Horse Pike Collingswood, NJ 08107	.1286	Too Small
125.01 14	Jessamine Avenue	Christenson, Steven 524 Jessamine Avenue Collingswood, NJ 08107	.1102	Too Small
125.01 16	Jessamine Avenue	Master, Michael J. 520 Jessamine Avenue Collingswood, NJ 08107	.1102	Too Small

Block No. Lot No.	Property Address	Property Owner	Acreage	Status
125.01 22	Jessamine Avenue	Rhoda William & Margaret 508 Jessamine Avenue Collingswood, NJ 08107	.0778	Too Small
129 3.03	City Line & White Horse Pike	Collingswood Property Mgmt 1 Trinity Lane Mount Holly, NJ 08060	IRR 156 x 337	Wetlands
129 5.03	Woodlynn Avenue	Corkery, Nicole 741 Woodlynn Avenue Collingswood, NJ 08107	IRR	Too Small; Not Contiguous
129 8	Woodlynn Avenue	Corkery, Nicole 741 Woodlynn Avenue Collingswood, NJ 08107	IRR	Too Small- Not Contiguous
140 4	Grant Avenue	Hovsepian, Zaven A & Elizabeth 575 Grant Avenue W Collingswood, NJ 08107	.1779	Too Small
143 8.02	Virginia Avenue	Mayes, Joseph F. & Kathleen 324 Virginia Avenue Collingswood, NJ 08108	.0689	Too Small
145 16	705 Dwight Avenue	Esser, Mark 255 Tall Pines Drive East Sewell, NJ 08080	.1550	Too Small
150 12	306 Sloan Avenue	Borough of Collingswood 678 Haddon Avenue Collingswood, NJ 08108	.1607	Too Small
152 17.01	2 Comly Lane	Papa, Gary & Nancy 4 Comly Lane Collingswood, NJ 08107	IRR 120 x110	Too Small
160 1.03	Sloan Avenue	Steinbuch, Michael B. 3916 Fuller Hollow Road Vestal, NY 13850	.1004	Too Small
160 3.01	Sloan Avenue	Pennisi, Richard & Michelle 421 Sloan Avenue Collingswood, NJ 08107	.2009	Too Small
161 2.02	402 Champion Avenue	Caruso, Philip J 421 Champion Avenue Collingswood, NJ 08107	.2482	Too Small
165 12	504-508 Richey Avenue	Bill & Ray Properties LLC 504-508 Richey Avenue Collingswood, NJ 08107	.0162	Too Small
186.01 9.02	N. Newton Lake Drive	Paolini Evangeline J 319 N. Newton Lake Drive Collingswood, NJ 08107	IRR	Too Small
187 13	Harding Terrace	Perrin, James A 14 Harding Terrace Collingswood, NJ 08108	IRR 27.60	Floodplain

# APPENDIX D

Municipality: Collingswood County: Camden

Total administrative costs for rehabilitation this report period: \$ \_\_\_\_\_ Report Period: \_\_\_\_\_ through \_\_\_\_\_

1. The following units have been rehabilitated through the \_\_\_\_\_ Rehabilitation Program

2					3					4	5	6	7	8	9	10	11
street address	case number	block	lot	unit number	owner	renter	very low	low	mod	final inspection date (mm/dd/yy)	funds expended on hard costs (\$)	funds recaptured (\$)	major system(s) repaired (use code)	was unit below code and raised to code? (y/n)	effective date of affordability controls (mm/dd/yy)	length of affordability controls (years)	affordability control removed (y/n)
					(O)	(O)	(O)	(O)	(O)								
26 E. Zane Avenue	09-D-331				x		X			6/2/2010	\$59,960.00		3,1,9				
322 Comly Ave	09-D-330				x				X	9/8/2010	\$27,251.00		1,7				
36 Haddon Ave	09-D-333				x				X	1/27/2011	\$37,380.00		8,9				
313 Comly Ave.	09-H-338				x			X		10/4/2012	\$21,935.00		8,7				
950 Park Avenue	09-D-340				x			X		5/23/2013	\$16,325.00		1,15				
224 Cresmont Terrace	09-H-341				x				X	10/2/2014	\$38,737.00		10				
411 Haddon Avenue	09-D-342				x			X		2/19/2015	\$24,759.00		8,12,1,15				
919 Stokes Ave	09-D-344				x					7/2/2015	\$27,165.00		1,8,7				
224 Woodlawn Terrace	09-D-346				x				X	3/11/2016	\$9,650.00		1				
722 Collings Avenue	09-H-5187				x		X			3/22/2022	\$25,008.02		1				
629 Cedar Ave	09-H-5191									7/22/2022	\$8,550.00		1				

Verification by Program Administrator that all households are income eligible, that appropriate affordability controls are in place and that rental prices conform to COAH regulations.

Verification by Building Code Official that units were below code and raised to code per the NJ State Housing Code or the Rehabilitation Subcode and that the work involved major systems.

\_\_\_\_\_  
Program Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Code Official

\_\_\_\_\_  
Date

# APPENDIX E(1)

## BOROUGH OF COLLINGSWOOD BOARD OF COMMISSIONERS

### RESOLUTION 2025-74

#### RESOLUTION AUTHORIZING THE BOROUGH TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH HABITAT FOR HUMANITY OF SOUTH CENTRAL NEW JERSEY

**WHEREAS**, the Borough of Collingswood (“Borough”) is authorized to pursue rehabilitation of abandoned properties within the Borough pursuant to the New Jersey Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et seq., (the “Act”), Chapter 228 of the Borough Code and Ordinance No. 1566; and

**WHEREAS**, the Borough is authorized to pursue rehabilitation under the Act directly or designate a qualified rehabilitation entity to act on its behalf to further the rehabilitation and reuse of abandoned properties within the Borough consistent with the Borough’s plans and objectives; and

**WHEREAS**, the Borough has conducted a program of rehabilitating abandoned properties pursuant to the Act since 2015; and

**WHEREAS**, Habitat for Humanity of South Central Jersey (“Habitat”) is an independent affiliate of Habitat for Humanity International which serves the following New Jersey Counties: Atlantic, Burlington, Camden, Mercer and Middlesex; and

**WHEREAS**, Habitat is an organization involved in the construction, renovation, rehabilitation and restoration of residential properties to provide affordable housing in furtherance of community stabilization and revitalization efforts; and

**WHEREAS**, Habitat possesses the necessary criteria to satisfy the requirements of a qualified rehabilitation entity as defined by the Act in N.J.S.A. 55:19-80 and Section 228-1 of the Borough Code; and

**WHEREAS**, the Borough Commissioners have determined it is in the Borough’s best interest to enter into a Memorandum of Understanding or similar type of agreement with Habitat as a qualified rehabilitation entity for the purpose of rehabilitating and reuse of abandoned properties within the Borough pursuant to the Act., Chapter 228 of the Borough Code and Ordinance No. 1566 and to coordinate with the Borough on additional public initiatives which are

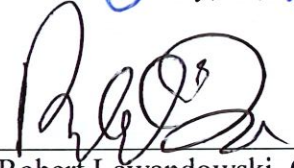
designed to assist residents with maintenance, repairs and rehabilitation of their properties in an affordable manner.

**NOW, THEREFORE**, be it resolved by the Commissioners of the Borough of Collingswood, County of Camden, State of New Jersey, that the Mayor or Borough Administrator are authorized to enter into a Memorandum of Understanding or similar type of agreement with Habitat to provide services to the Borough as a qualified rehabilitation entity and to carry out all obligations and authority as requested by the Borough pursuant to N.J.S.A. 55:19-78, et seq., Section 228 of the Borough Code and Ordinance No. 1566 or for such other purposes to assist the Borough with other similar programs and initiatives as described herein.

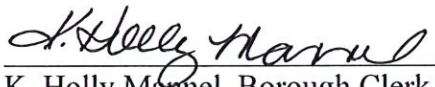
ADOPTED: March 3, 2025

  
\_\_\_\_\_

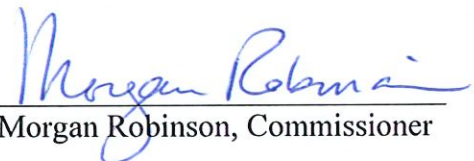
M. James Maley, Jr., Mayor

  
\_\_\_\_\_

Robert Lewandowski, Commissioner

  
\_\_\_\_\_

K. Holly Mannel, Borough Clerk

  
\_\_\_\_\_

Morgan Robinson, Commissioner

# APPENDIX E(2)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this 29 day of April, 2025, by and between the Borough of Collingswood, a municipal corporation of the State of New Jersey with an address of 678 Haddon Avenue, Collingswood, NJ 08108 (the "Borough") and Habitat for Humanity of South Central New Jersey, Inc., a New Jersey non-profit corporation with an address at 530 Route 38 East, Maple Shade, NJ 08052 ("HFH"). The Borough and HFH collectively shall be referred to as the "Parties."

1. **Purpose.** To memorialize the understanding between the Parties in their efforts to collaborate on initiatives and projects which are designed to rehabilitate, renovate and repair residential homes within the Borough and for HFH to provide the services for such purposes. Among other services, HFH will provide critical home repairs to private owner occupied and assist the Borough as a qualified rehabilitation entity in the rehabilitation of abandoned properties. The Parties acknowledge and agree that the specific properties have not yet been identified because the applications are on a "first-come, first-served" basis. HFH agrees that once eligible homes are identified by the Borough in accordance with any grant requirements or other processes designed by the Parties, such programs will be limited to the eligible homes that have been identified by the Borough's authorized representatives.

2. **Term of MOU:** The term of this MOU shall be for one year commencing upon the day and date last signed and executed by the duly authorized representatives of the Parties. The MOU shall remain in full force and effect through March 31, 2026. The Parties may agree to renew and/or revise this MOU for future projects as needed and take the appropriate steps to authorize the renewal and/or revision by written amendment signed by the Parties authorized representatives. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail to the applicable address listed above.

3. **Responsibilities of the Borough:** Borough shall provide funding for the programs as available through grants, direct payments and other available sources including the Borough's Affordable Housing Trust Fund.

4. **Responsibilities of Habitat:** HFH will provide consulting services to the Borough and evaluate the other potential opportunities for rehabilitation and repairs as contemplated by this MOU and to administer programs geared directly to benefit private owner-occupied residences within the Borough. Programs will include but not be limited to HFH's established programs such as Critical Home Repair Program, Home Preservation and Rock the Block. In coordination with the Borough, HFH will establish individual contracts with private homeowners that will provide the scope of work and an acknowledgement of satisfaction of completion of project by the homeowner. HFH shall also provide assistance to the Borough to apply for any grants or other funding opportunities for such programs with which HFH is familiar. It is also intended by the Parties that HFH will assist the Borough with its efforts to rehabilitate abandoned properties pursuant to the New Jersey Abandoned Property Rehabilitation Act, N.J.S.A. 55:19-78 et seq.

**5. Scope of Services and Programs:**

**A. Critical Home Repair Program (“CHRP”):** HFH will utilize Borough funds including those from the Borough's Affordable Housing Trust Fund to perform critical home repairs focusing on line safety, accessibility and housing code violations. CHRP will be on a first come, first serve basis of eligible residential property owners with an emphasis on the health, safety and well-being of low-income to moderate-income families in owner occupied homes within the Borough. The CHRP will require income verification to qualify for any grant funding. HFH represents and the Borough acknowledges that the CHRP will also require a forgivable construction lien against such property which will expire after five (5) years and will include a step payoff program at 20% per year of the lien amount if the property is sold within one (1) to five (5) years (“Construction Lien”). This Construction Lien will be interest free as it is designed to keep the resident in their home in a safe and healthy environment. HFH will review income qualifications and then forward the names of qualified individuals to the Borough’s designated rehabilitation specialist to establish a scope of work related to the approved properties. HFH will then review and begin work on what can be addressed through the approved grant funding with the homeowner. HFH will be responsible for having the homeowner acknowledge responsibility for the Construction Lien described above, to the satisfaction of the Borough, and to execute the required documents for recording in the Office of the Camden County Clerk. The Borough shall be responsible for recording the Construction Lien.

**(i) Examples of Types of Repairs:**

- Furnace Unit Replacement and Repairs
- Roofing
- Plumbing & Electrical Issues

**B. Home Preservation Program (“HPP”)** Under the HPP, HFH will coordinate with the Borough to identify owner-occupied homes within the Borough that need assistance in addressing minor to moderate exterior home repairs, examples of which are described below in subsection (i). Homeowners will work directly with HFH’s staff and volunteers to perform exterior safety and accessibility improvements to preserve the home. HFH shall review applications with the Borough to identify eligible properties and homeowners and conduct site visits to prepare the scope of work for selected properties for the HPP.

**(i). Examples of Types of Repairs:**

- Accessibility Modifications (wheelchair ramp, exterior hand rails)
- Exterior Carpentry Repairs (doors, porch floors, patio, steps, walls)
- Painting, siding repair, or power washing
- General cleaning (trash removal, cleaning of exterior)

- Landscaping (cutting down brush, cutting back shrubbery, planting flowers and bushes)
- Gutter Repair — Minor Stormwater Redirection

6. **Payment for Services Rendered; Right of Inspection:** HFH shall also serve as the contractor for the services to be rendered under this MOU. HFH shall also be responsible for hiring all licensed contractors as may be required by law. The Borough shall be responsible for payments required for such services by HFH or its selected contractors. Payment shall be made in accordance with the scope of work and budget prepared by HFH and approved by the Borough in advance of the repairs or rehabilitation. Acceptance of the final payment by HFH shall be considered a release in full of all claims or damages of any kind against the Borough, whether known or unknown, arising out of, or by reason of, the work done and materials furnished under this MOU.

A. **Critical Home Repair Program.** Under the CHRP, HFH will select eligible properties and prepare a scope of work and budget to be approved by the Borough. Following its approval, the Borough will deposit an agreed upon sum to be utilized for initial repairs to the properties following the execution of contracts between HFH and the homeowner. At the completion of each contract, HFH will submit an invoice to the Borough less the previously paid deposit. In addition, HFH will include an administrative fee of 10% of the budgeted amount for the costs associated with qualifying individual homeowners for the CHRP and contracting with any licensed contractors and vendors that may be needed for the services to be provided. HFH shall be responsible for payment to the vendors and contractors.

B. **Home Preservation Program.** HFH will submit an invoice to the Borough covering each home-owner's repairs upon completion of each contract in accordance with the scope of work and budget previously approved by the Borough. HFH acknowledges that payment through any approved DCA or other type of grant requires processing up to ninety (90) days prior to payment.

7. **DCA's Neighborhood Preservation Program ("DCA NPP")** In the event that the Parties are able to obtain funding through the DCA NPP, HFH has advised that this program provides for a detailed flow chart to help assist the Parties in responsibility for the administration of this grant funded program. In accordance with the DCA NPP requirements, the Borough will monitor HFH's relationship with homeowners to assure the homeowners receive appropriate attention regarding the work to be performed and its completion as described in their respective contracts. Attached as Exhibit \_\_\_\_\_ and incorporated by reference herein is HFH's workflow chart for the DCA NPP to be followed to assist the Parties with their role and responsibilities with this Program.

A. **DCA NPP Reporting:** At the end of the each month, HFH will submit a written report to the Borough and DCA to provide the status of the work performed, future projects and general information as to the status of construction and administrative matters of each DCA NPP property.

8. **Miscellaneous.**

A. **Amendments.** Either the Borough or HFH may request of the other changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed to by and between the Parties shall be incorporated by written instrument to be effective when executed and signed by authorized representatives of the Parties.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New Jersey. The Superior Court of the State of New Jersey shall have jurisdiction over any action by either of the Parties arising out of this MOU and the relationship of the Parties; the venue of any litigation shall be the County of Camden.

C. **Entirety of Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. **Severability.** Should any portion of this MOU be determined to be unenforceable by a Court of competent jurisdiction, the remainder of the MOU shall continue in full force and effect; either party may renegotiate the terms determined to be unenforceable.

E. **Third Party Beneficiary Rights.** The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between and inure solely to the benefit the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties to this MOU intend and expressly agree that only the Parties to this MOU shall have any legal or equitable right to seek to enforce this MOU, seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

F. **No Assignment of Rights.** The rights obtained under this MOU are not assignable and the duties of the respective Parties are non-delegable except to the extent that HFH is required to engage licensed contractors as required by law or as otherwise may be agreed to in writing by the Parties.

G. **Indemnification.** Any contracts entered into by HFH with a contractor or vendor to provide services or goods to advance the purposes of this MOU shall include a provision that the contractor or vendor shall agree to indemnify and save harmless the Borough, its officers, agents, and servants, each and every one of them, against and from all suits and costs of every kind, and from all damages to which the Borough or any of its officers, agents, or servants may be part, by reason of injury to the person or property of others resulting from negligence in the performance of the work of the contractor or vendor or its employees, agents or subcontractors in the work or through any act or omission on the part of the contractor or vendor , its agents, or assigns.

H. **Insurance:** HFH and any other contractor or vendor engaged by HFH shall also be required to maintain, at its own expense during its performance of services contemplated under this MOU an insurance policy or policies, written with an insurance company or joint insurance fund currently authorized to do business in the State of New Jersey by the Division of Banking and Insurance, in the following types and amounts:

- a. Workers Compensation: As required by statute
- b. Comprehensive General Liability in the following amounts: \$1,000,000.00 (single occurrence) / \$5,000,000.00 (aggregate)
- c. Professional Liability, including coverage for Acts and/or Errors and Omissions: \$500,000/\$1,000,000
- d. Auto/Vehicle Insurance: coverage for all commercial vehicles (including trucks, backhoes and other equipment which may be operated on roadways) to be provided in the following amounts: \$100,000/\$1,000,000

Before commencing work on any project HFH or any other contractor or vendor shall provide the Borough with Certificates of Insurance naming the Borough as an "Additional Named Insured with Respect to Liability Coverages Afforded by the Policy." HFH or any other contractor shall also provide to the Borough evidence of the required Worker's Compensation Insurance to cover all workers required by law to be covered, who may be involved in any work contemplated hereunder.

I. **Certification of Compliance:** Any contractor or vendor represent that they are in good standing and authorized to do business in the State of New Jersey, are in compliance with all laws of the State of New Jersey and all applicable Ordinances of the Borough, and will remain so for the term of this MOU. Failure to continue compliance shall be deemed a breach of this MOU.

J. **Employment/Training Opportunities.** The Parties mutually agree and recognize the benefits to the community from supporting activities that nurture the development of small, minority owned businesses (MBE), women-owned business enterprises (WOBE) and disadvantaged business enterprises (DBE) through the utilization of development strategies designed to encourage the growth each through facilitated participation in government procurement. The Parties agree to use their best and diligent efforts to include MBE/WOBE/DBE procurement assistance programs as part of the effort to expand the opportunities for these businesses by utilizing and including services such as technical training on government contracting and the bidding process, as well as notification of contracting and sub-contracting opportunities as HFH deems appropriate.

K. **Local Hiring through Local Advertising.** If HFH advertises any contracts or opportunities for subcontractors, suppliers and other goods and services relating to the Borough's projects, HFH agrees to use reasonable efforts to include or place such advertisements in the official newspapers of the Borough.

L. **No Waiver:** The waiver or renunciation by either party of any term, provision, or condition contained in this Agreement shall not constitute the automatic waiver or renunciation of any subsequent breach or default of such term, provision, or condition of this Agreement, nor shall it authorize

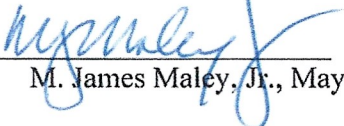
M. **Authorization for this MOU:** The Parties to this MOU represent to each other that the representatives of the Borough and HFH have been duly authorized by their governing bodies to execute this MOU on behalf of HFH or the Borough, as applicable. Those signing this MOU represent and acknowledge that they have read, understood, and accept the terms and conditions of this MOU on behalf of their respective municipal or non profit corporation as set forth herein.

**IN WITNESS WHEREOF**, of the Parties have set their hands and seals the day and year first above written.

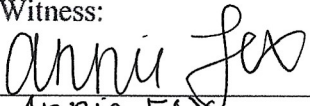
ATTEST:

  
K. Holly Mannel, Borough Clerk


BOROUGH OF COLLINGSWOOD

By:   
M. James Maley, Jr., Mayor

Witness:

  
Annie Fox  
(Print Name)

HABITAT FOR HUMANITY

By:   
Lori Leonard, CEO

# APPENDIX F(1)

Record & Return to:  
Hannah Adkins, Paralegal II  
Division of Loan Closings  
New Jersey Housing and Mortgage  
Finance Agency  
637 South Clinton Avenue  
P.O. Box 18550  
Trenton, New Jersey 08650-2085

**Collingswood Special Needs Phase I  
HMFA # 07776**

## **FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT**

**Between**

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**And**

**DHS COMMUNITIES, INC.**

Special Needs Housing Subsidy Loan  
Program  
Mortgage Loan  
Permanent Financing

**THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT** (this "Agreement"), made and entered into as of this 22nd day of November 2022, by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency" or "Lender"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey (the "State") and **DHS Communities, Inc.**, ("Owner" or "Borrower"), a corporation organized and existing pursuant to the laws of the State of New Jersey and duly authorized to transact business in the State of New Jersey.

WITNESSETH

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Agency and the Owner hereby agree as follows:

**Section 1. Definitions and Interpretation.** The following terms shall have the respective meanings set forth below:

**"Act"** means the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended from time to time, P.L. 1983, c. 530, N.J.S.A. 55:14K-1 et seq., and the regulations promulgated thereunder.

**"Agency Financing"** means the first Mortgage Loan.

**"Agency Regulations"** means the regulations promulgated by the Agency pursuant to the Act and any policies, procedures or guidelines issued by the Agency with respect to the housing projects financed by the Agency under the Act, all of the foregoing as they may be amended from time to time, if applicable.

**"Assignment of Leases"** means the Assignment of Leases by and between the Owner and Lender of even date herewith.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**"Day"** or **"Days,"** whether or not the word is a capitalized term, shall mean calendar day or day(s) unless otherwise specified.

**"DDD"** means the New Jersey Department of Human Services, Division of Developmental Disabilities, or its successors and assigns, if applicable.

**"DMHS"** means the New Jersey Department of Human Services, Division of Mental Health Services, or its successors or assigns, if applicable.

**"Eligible Tenants"** means **Individuals with developmental disabilities.**

**"Environmental Laws"** shall mean and include any federal, State, or local statute, law,

ordinance, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance, element, compound, mixture or material, as now or at any time hereafter in effect including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42 U.S.C. Sections 9601 et seq., the Federal Hazardous Materials Transportation Act, as amended 42 U.S.C. Sections 1801 et seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. Sections 6901 et seq., the Superfund Amendments and Reauthorization Act, 42 U.S.C. Sections 9601 et seq., the Federal Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Federal Hazardous Material Transportation Act, 49 U.S.C. Sections 1801 et seq., the Federal Clean Air Act, 42 U.S.C. Sections 7401 et seq., the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq., the Rivers and Harbors Act of 1899, 33 U.S.C. Sections 401 et seq., the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. Section 4852d, the New Jersey Environmental Cleanup Responsibility Act, as amended, N.J.S.A. 13:1K-6 et seq., the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11 et seq., the New Jersey Tank Registration Act, N.J.S.A. 58:10A-21 et seq., the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 et seq., and all rules and regulations adopted and publications promulgated thereto, or any other so-called "Superfund" or "Superlien" laws, or any other federal, State or local environmental law, ordinance, code, rule, or regulation, order or decree as any of the foregoing have been, or are hereafter amended.

**"Environmental Report"** means the Phase I Environmental Site Assessment prepared by Pennoni Associates Inc. dated February 24, 2020

**"Event of Default"** means any of the events set forth in Section 29 of this Agreement.

**"Hazardous Materials"** shall mean and include those elements, materials, compounds, mixtures or substances that are contained in any list of hazardous substances adopted by the United States Environmental Protection Agency (the "EPA") or any list of toxic pollutants designated by Congress, the EPA, or the New Jersey Department of Environmental Protection ("NJDEP"), or that are defined as hazardous, toxic, pollutant, infectious, flammable or radioactive by any of the Environmental Laws, and, whether or not included in such lists, shall be deemed to include all products or substances containing petroleum, asbestos, lead, and polychlorinated biphenyls.

**"HUD"** means the United States Department of Housing and Urban Development.

**"Improvements"** means the building together with all fixtures and utility improvements, easements and rights of way that are owned by the Owner and located on the Land.

**"IRS Regulations"** means the regulations promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service pursuant to the Code, and to the extent applicable, pursuant to the Internal Revenue Code of 1954, as both may be amended from time to time, including all rules, rulings, policies, and official statements issued by the United States Department of the Treasury or the Internal Revenue Service.

**"Land"** means the real property described in Exhibit A attached hereto, on which the Project is located.

**"Loan Documents"** means and includes this Agreement, the Mortgage Note, the Mortgage and Security Agreement the UCC-1 Financing Statement, and Assignment of Leases.

**"Loan"** means the Mortgage Loan.

**"Low Income"** means a gross annual household income equal to 50% or less of the median gross annual household income for the same size within the relevant housing region.

**"Mortgage"** means the mortgage of even date herewith that constitutes a First lien on a fee simple interest in the Project and Land, given by the Owner to the Agency to secure the Mortgage Loan.

**"Mortgage Loan"** means the loan made to the Owner by the Agency to finance a portion of the cost of the development and/or rehabilitation of the Project that will be located on the real property described in Exhibit A attached hereto, as evidenced by the Mortgage Note and secured by the Mortgage.

**"Mortgage Note" or "Note"** means the interest bearing non-recourse promissory note that contains the promise of the Owner to pay the sum of money stated therein at the times stated therein and that evidences the obligation of the Owner to repay the Mortgage Loan.

**"Permitted Encumbrances"** means any

- (i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the Project or Land for the purposes for which it is intended;
- (ii) Liens that are being contested in good faith and for which the Owner has provided security satisfactory to the Agency;
- (iii) Liens subordinate to the Mortgage Loan arising due to any monies loaned in connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing; and
- (iv) Any other encumbrances approved by the Agency in writing.

**"Plans"** means all construction, architectural and design contracts and all architectural design plans and specifications.

**"Program"** means the Special Needs Housing Loan Subsidy Program pursuant to the Special Needs Housing Trust Fund Act, P.L. 2005, c.163.

**"Program Guidelines"** means the guidelines promulgated by the Agency pursuant to the Program and any policies or procedures issued by the Agency with respect to the housing projects financed by the Agency, all of the foregoing as they may be amended from time to time.

**"Project"** means the Improvements located on the Land that together with the Land will be financed, in part, with the proceeds of the Loan.

**"Regulations"** means the regulations promulgated or proposed by the United States Department of Housing and Urban Development.

**"Repair and Replacement Reserve"** means the escrow account established pursuant to Section 19 of this Agreement.

**"Servicing Fee"**, if applicable, means the servicing fee that is due from the Owner to the Agency as set forth in the First Mortgage Note.

**"Special Needs Project Escrow"** means the escrow account established pursuant to Section 19 of this Agreement.

**"Special Needs Units"** means the two (2) Program units and four (4) beds set aside to Eligible Tenants.

**"State"** means the State of New Jersey.

**"Tax Credits"** means low income housing tax credits that the Project may receive pursuant to the Code.

**"UCC-1"** means the UCC-1 Financing Agreement(s) of even date herewith.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include any other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice-versa, when appropriate. This Agreement and all the terms and provisions thereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

**Section 2. Background and Purpose.** The Owner has constructed and/or rehabilitated and shall own, maintain, and operate the Project and the Land. The Project consists of two (2) townhome units and four beds of multifamily housing in the Borough of Collingswood, County of Camden, State of New Jersey. To obtain financing for the Project, the Owner has applied to the Agency for the Agency Financing pursuant to the provision of the Program. The Agency will hold a first mortgage lien on the Project during the term of the Mortgage Loan, which will be for 30 years

pursuant to the terms of the Note. Financing for the Project is derived in part from the Agency's Program Fund, and, in addition to the First Mortgage Loan, the Owner has obtained and the Agency has approved funding for the Project as follows:

- (a) Vitality Catholic Healthcare Services will provide a grant in the amount of \$100,000.

In connection with the Mortgage, the Owner and the Agency have entered into this Agreement.

In connection with its application for the Loan, the Owner has furnished to the Agency various details as to the Project, including the description of Land on which it is to be situated, plans and specifications for the construction/rehabilitation of the Project, the tenant population that shall be housed in the Project, the number of units of each type to be included therein, the estimated costs of providing the Project, details as to the Project income and expenses of the Project once constructed and/or rehabilitated and placed in operation and arrangements for any tax abatement for the Project.

**Section 3. Residential Rental Property.** The Owner hereby represents, covenants, warrants and agrees that:

- (a) The project is located in the Borough of Collingswood in the County of Camden. The project involves the rehabilitation of two (2) townhome units located in a residential neighborhood consisting of single-family homes. Each unit will have two (2) beds for special needs individuals with developmental disabilities.
- (b) The Project is to be utilized at all times in accordance with the types of use as permitted by the Act and the Program and as may be approved by the Agency. The Project shall be subject to use and occupancy and/or lease agreements between the Owner and the residents.
- (c) The two townhouse units are set aside for purposes of the Special Needs Housing Trust Fund for individuals with developmental disabilities.

**Section 4. Low Income Tenants.** The Owner hereby represents, warrants and covenants that all of the units shall be occupied or available for occupancy by Low Income Tenants for a period of thirty (30) years from the date hereof.

**Section 5. Additional Representations, Covenants and Warranties of the Owner.** The Owner represents, warrants and covenants that:

- (a) The Owner (i) is a corporation, duly organized, validly existing and in good standing under the laws of the State and duly authorized to transact business in the State; (ii) has filed with the Agency a true and complete copy of its Certificate of Incorporation with all amendments, if any, thereto; (iii) has the power and authority to own or lease its properties and assets, including the Project and the Land, and to carry on its business as now being conducted (and as now

contemplated), and to borrow the proceeds of the Loans; and (iii) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

(b) All necessary legal action has been taken to authorize the execution, delivery and performance of the Loan Documents by the Owner.

(c) The Loan Documents have been duly executed and delivered by the Owner and constitute the valid and legally binding obligations of the Owner, enforceable against the Owner in accordance with their respective terms.

(d) To the best of the Owner's knowledge after due and diligent inquiry, the execution and performance of this Agreement, the Loan Documents and other instruments required pursuant to this Agreement by the Owner, (i) will not violate or, as applicable, have not violated, any provision of law, rule or regulations, any order of any court or other agency or government or any provision of any document to which the Owner is a party, and (ii) will not violate or, as applicable, have not violated, any provision of any indenture, agreement or other instrument to which the Owner is a party, or result in the creation or imposition of any lien, charge or encumbrance of any nature other than the Permitted Encumbrances.

(e) The Owner will, at the time of execution of this Agreement or at the time of the closing of the Loan and subject only to such exceptions as have been disclosed in writing to the Agency and which will not materially interfere with or impact the beneficial use of the Project and Land for purposes of the Project; have good and marketable title to fee simple interest in the premises constituting the Land and the Project free and clear of any lien or encumbrance (subject to Permitted Encumbrances and encumbrances created or contemplated pursuant to this Agreement).

(f) There is, after due and diligent inquiry, no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted, or as contemplated to be conducted under this Agreement, or would materially adversely affect its financial condition.

(g) To the best of the Owner's knowledge after due and diligent inquiry, the operation of the Project in the manner presently contemplated and as described in this Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Owner has caused the Project to be designed in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality.

Further, the Owner has received or shall obtain all necessary governmental approvals and building permits for construction, rehabilitation and operation of the Project. The Owner will continue to retain ownership of the Project and Land during the term of the Mortgage, subject to the terms of this Agreement and the other Loan Documents, the Act, Agency Regulations, the Program, the Program Guidelines, and, if applicable, the Code.

(h) The Owner has filed, caused to be filed by it, or shall file all federal, state and local tax returns which are required to be filed by it, if any, and has paid or caused to be paid all taxes as shown on said return or on any assessment received by it, to the extent that such taxes have become due.

(i) To the best of the Owner's knowledge, after due and diligent inquiry, the Owner is not in material default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any material agreement or instrument to which it is a party that may materially affect this Project.

(j) The information contained in the Project description provided in the applications for the Loan is accurate in all material respects and does not contain any untrue statements of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(k) Except for Leases contemplated by the Project and Section 15 of this Agreement, the Owner shall not during the term of this Agreement sell, transfer or exchange, the Project or the Land (or any part thereof or any interest therein) at any time except in accordance with the terms of the Mortgage, this Agreement, the Act and the Agency Regulations promulgated pursuant to the Act, and the Program Guidelines and unless such sale, transfer or exchange shall have been approved by the Agency. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency that such acquisition is subject to the requirements of this Agreement. This provision shall not act to waive any other restriction on such sale, transfer or exchange.

(l) The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof and the Mortgage, and in any event, the requirements of this Agreement and the Mortgage are paramount and controlling as to the rights and obligations herein and in the Mortgage and such requirements shall supersede any other requirements in conflict herewith and therewith.

(m) All statements contained in all applications, correspondence or other materials delivered to the Agency by the Owner in connection with its consideration of the Loan to the Owner or relating to the Project are materially true and correct.

(n) The representations, covenants and warranties of the Owner contained in this Agreement on the date of its execution are true and shall continue to be true at all times during the term of this Agreement.

(o) No event has occurred and no condition exists which constitutes an Event of Default under this Agreement or the Mortgage or which, but for a requirement of notice or lapse of time, or both, would constitute such an Event of Default.

**Section 6. Covenants to Run With the Land.** The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and, except as provided in Section 5 hereof, shall pass to and be binding upon the Owner's assigns and successors in title to the Land or the Project; provided, however, that upon the termination of this Agreement in accordance with the

terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Land or Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

**Section 7. Term.** This Agreement shall remain in full force and effect until all indebtedness from the Owner to the Agency in respect to the Project shall have been paid in full in accordance with the provisions of this Agreement, the Mortgage Note and the other Loan Documents.

**Section 8. Insurance; Condemnation.** During the term of the Agency Financing, the Owner shall cause all the buildings on the premises and the fixtures and articles of personal property covered by the Loan Documents to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency including, but not by way of limitation, flood insurance if any part of the Project is located in an area designated by or on behalf of the federal government as having specific flood hazard. Such insurance shall be written by companies, in forms as are satisfactory to the Agency, and in amounts not less than the full replacement value of the Project. The Owner shall assign and deliver the policies to the Agency. All such insurance policies which are obtained by the Owner during the term of the loan shall fully comply with all Agency requirements for property and liability insurance, including but not limited to the Agency requirement that the insurer must meet certain rating standards. The Agency shall be listed as first mortgagee, loss payee and additional insured under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty(30)days written notice to the Agency. If the Owner does not provide the Agency with the evidence of insurance as required herein, the Agency may (but shall not be required to) obtain such coverage. The Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed, the amount of such premiums shall be added to the principal sum of the First Mortgage Note and shall bear interest at the same interest rate as in the First Mortgage Note.

In the event of substantial damage to the Project by the occurrence of an insured casualty or the taking of a substantial portion of the Project by condemnation, if, in the sole judgment of the Agency (which judgment shall be conclusive): (a) the Project can be replaced or restored in whole or in part, and (b) the Project as so replaced will produce sufficient income to meet the obligations of the Owner under the Loan Documents, the proceeds of insurance or condemnation, together with any other money available for such purpose, if sufficient, shall be made available to the Owner, subject to the approval of the Agency. To the extent the Project is not replaced or restored, the balance of such proceeds shall be applied to the indebtedness secured thereby. Nothing in this Section shall affect the lien of this Agreement and the obligation of the Owner under the Loan Documents to pay the entire balance of the Loan.

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including workers' compensation insurance and other insurance required by law with respect to employees of the Owner, and liability insurance, protecting

the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. Owner shall also maintain Business Income insurance covering the loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount equal to 100% of the anticipated gross rental income for one (1) year at full occupancy with no coinsurance penalty. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one-half times the maximum monthly rent roll.

**Section 9. Taxes or Payments in Lieu of Taxes.** Unless the Owner has received a full tax exemption for the taxes on the Project at the time the Owner takes title to the Project, the Owner covenants and agrees to pay any valid municipal taxes, payments in lieu of taxes, charges, assessments, water charges and/or sewer charges, and in default thereof the Agency may pay the same. Any such sum or sums so paid by the Agency shall be added to the principal sum secured by the Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investment as determined in good faith by the Agency.

**Section 10. Liens.** The Owner covenants and agrees to maintain its right, title and interest in the Project and Land and all items enumerated in Section 7 of the Mortgage free and clear of all liens and security interests, except Permitted Encumbrances, and those exceptions identified and set forth in title insurance commitments and title insurance commitment number 146168ST-01 issued by Surety Title Company, LLC dated August 23, 2022 and continued to the date of this Agreement, as accepted by the Agency. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project, which is subject to a purchase money lien or security interest.

The Agency may, at its sole option, pay the amount necessary to discharge any such lien, and the Owner shall promptly reimburse the Agency for any amounts so paid. Until reimbursement of the Agency of any amounts so paid, such amount shall be added to the Principal Sum as defined in and secured by the Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency.

**Section 11. Encumbrances - Sale of Project.** The Owner covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without prior written consent of the Agency, except by leasing to eligible residential tenants as provided by the Mortgage and this Agreement.

**Section 12. Maintenance, Repair and Replacement.** The Owner covenants and agrees to maintain the Project and the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations.

The Owner will not make any substantial alteration in the Project without the consent of the Agency, nor will the Owner permit the removal of any fixtures or articles of personal property except in connection with the replacement thereof with appropriate property of at least equal value and free of all liens or claims.

The Owner will not permit any waste with respect to the Project or any of its real or personal property without the consent of the Agency, or make any alteration which will increase the hazard of fire or other casualty.

**Section 13. Advance Amortization Payments.** The Owner shall not make any advance principal repayment except as allowed by the Program and Program Guidelines.

**Section 14. Compliance with the Program, the Act, Agency's Regulations and Any Federal or State Subsidy Source.** The Owner covenants and agrees to comply with the Program, the Act and any regulations promulgated pursuant thereto, and with any amendments or supplements to the Program, the Act or regulations. Throughout the term of this Agreement, the Owner further covenants and agrees to comply with any and all requirements imposed upon it as a condition of any federal or state grant, subsidy or loan.

**Section 15. Use of Project - Leasing.** Except as otherwise expressly provided in Section 3 and 4 of this Agreement or as otherwise agreed to in writing by the Agency, and except for facilities approved by the Agency as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely (or as otherwise may be approved by the Agency) to provide affordable housing units to a special needs population(s) under the Agency's Program.

**Section 16. Consideration for Lease.** The Owner covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent, plus a security deposit not in excess of one (1) month's rent to guarantee the performance of the covenants of the rent agreement or lease.

**Section 17. Security Deposit** The Owner covenants and agrees to deposit all moneys paid to the Owner by any resident, if any, as a security deposit for the payment of rent or other allowable charges under any use and occupancy agreement and/or lease in a separate interest bearing bank account held and maintained in accordance with applicable law.

**Section 18. Account for Project Revenues/Operating Account.** The Owner covenants and agrees to establish an account for Project Revenues specific to the Project. "Project Revenues" shall mean all rents and other revenues of any type whatsoever received in respect of the Project or the Owner, except for Loan disbursements. Project Revenues shall be deposited in such account and all operating expenses should be paid from this account.

### **Section 19. Reserve and Escrow Payments**

If applicable, on the date of the execution of this Agreement, the Owner will deposit with the Agency the following amounts as shown on the closing budget for the Project ("Form 10") which will serve as a reserve against late payments and be available to pay expenses when due or be available to assist with project expenses. These amounts will comprise the Special Needs Project Escrow:

an amount(s) as stated on the Form 10 for a project escrow.

Additionally, the Owner will deposit an amount as agreed upon between the Borrower and the Agency for the Project as a reserve for repairs and replacement of items at the Project and initial project costs, excluding social service and/or operating costs. Additionally, the repair and replacement reserve will be funded quarterly by the Borrower with an amount equal to three (3) months repair and replacement reserve as shown on the Project's Form 10. This reserve will be separate from the Special Needs Project Escrow and will be known as the Repair and Replacement Reserve.

All reserve and escrow payments required pursuant to this Section shall be held in accounts under the sole control of the Agency and shall be paid out for the benefit of the Project as needed on request of the Owner or on the Agency's own initiative. Any interest which may be earned on such reserves shall remain in the escrow account and shall be used for similar purposes unless the Owner and Agency mutually agree to apply the funds to some other Project purpose.

If the Agency determines that the payments specified herein are insufficient to ensure prompt payment of taxes, payments in lieu of taxes, insurance premiums, or to properly fund painting, decorating, repair and replacement needs with respect to the Project, then the Agency may require an increase in the minimum required escrow amounts necessary to assure proper funding.

**Section 20. Inspection of Premises.** The Owner covenants and agrees to permit the Agency, its agents or representatives, to inspect the Project at any and all reasonable times with or without notice, pursuant to the provisions of the Act and the Program.

**Section 21. Books and Records.** The Owner covenants and agrees to maintain adequate books and records of its transactions, including the social services provided to the Project's residents, with respect to the Project in the Owner's standard form. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with notice, pursuant to the provisions of the Act and the Program. The Owner further covenants and agrees to cause the financial affairs with respect to the Project to be audited by independent certified public accountants and shall furnish the Agency with its audit report of such accountants as may from time to time be required by the Agency.

The Owner shall furnish to the Agency such other information and reports respecting the Project as may from time to time be required by the Agency.

**Section 22. Management Contract.** The Owner may, and if the Agency so elects, shall contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be the subject of a consultation between the Agency and the Owner and any contract for the employment of any managing agent shall provide that such contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

**Section 23. Prohibited Actions.** Except with the express approval of the Agency, which approval shall not be unreasonably withheld, the Owner shall not with Project Revenues (as defined in Section 18 hereof), Loan disbursements or grant advances:

1. incur any liabilities, except in connection with the acquisition, rehabilitation and rental of the Project and its operation and maintenance;
2. engage in any business activity except the ownership and operation of the Project;
- 3 pay more than fair market value thereof for goods or services; and
4. pay compensation to any officer, director or partner in such capacity or make any cash distribution to any of the foregoing.
5. place any additional financing as a lien against the Project and/or Land without the express written consent of the Agency.

**Section 24. Transfers of Ownership Interests.** The Owner shall not transfer or sell any interest in the Project, except in accordance with the Agency's Regulations governing such transfers.

**Section 25. Statutory Powers and Restrictions.** The Mortgage shall be subject to the restrictions in the Act, the Program and the Program Guidelines in connection therewith, the Agency shall have the powers set forth in the Act, the Program, the Program Guidelines and the regulations now or hereafter promulgated pursuant to the Act and the Program and the Owner hereby consents to such restrictions and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in this Agreement.

**Section 26. Accounting in Event of Default; Estoppel.** Upon the occurrence of an Event of Default and within ten (10) business days of demand therefore by the Agency, and otherwise within ten (10) business days of written demand by the Agency, the Owner will furnish to the Agency in writing a statement of the principal amount remaining due on the Loan, together with a statement of any known defenses which may exist as to any liability of the Owner on the Notes or otherwise thereunder.

**Section 27. Financing Statements.** The Owner hereby irrevocably authorizes the Agency to execute on its behalf one or more financing statements or renewals thereof in respect to any of the security interests granted by the Mortgage.

**Section 28. Assignment by Agency.** The Owner hereby consents to any assignment of any Loan Document by the Agency.

**Section 29. Defaults.** Each of the following shall be an Event of Default:

- (a) failure by the Owner to pay more than thirty (30) calendar days after the due date any installment of principal or interest on the Loan or any other payment required by the Owner to the

Agency or any other person pursuant to the terms of this Agreement, the Mortgage or the other Loan Documents; provided, however, that interest shall accrue on any payment made beyond its due date;

(b) commission by the Owner of any act prohibited by the terms of this Agreement, the Mortgage or any other Loan Document, failure by the Owner to perform or observe in a timely fashion any action or covenant required by any of the terms of this Agreement, the Mortgage or any other Loan Document, or failure by the Owner to produce satisfactory evidence of compliance therewith;

(c) the filing by the Owner under any federal or state bankruptcy or insolvency law or other similar law of any petition in bankruptcy or for reorganization or composition with creditors or the making of an assignment for the benefit of creditors;

(d) the filing against the Owner of a petition seeking its adjudication as a bankrupt or the appointment of a receiver for the benefit of its creditors which shall not have been dismissed within sixty (60) calendar days of the filing thereof, or the adjudication of the Owner as a bankrupt or the appointment of a receiver for the benefit of its creditors; or the appointment by court order of a custodian (such as a receiver, liquidator or trustee) of the Owner or of any of its property or the taking of possession of the Owner or any of its property for the benefit of its creditors and such order remains in effect or such possession continues for more than sixty (60) calendar days;

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 8, or failure to maintain insurance that fully complies with the Agency insurance requirements set forth at Section 8 or in Agency insurance specifications minimum requirements, or failure to provide, immediately or no later than 30 days from notice, replacement insurance to meet Agency insurance requirements as set forth in Section 8 during the term of the First Mortgage Loan;

(f) any representation in conjunction with the Loan and the Project by or on behalf of the Owner that is knowingly false or misleading in any respect or warranty of the Owner that is breached;

(g) any breach by the Owner of its obligations or any failure to observe its covenants under this Agreement, and the other Loan Documents; and

(h) failure or refusal to acquire, rehabilitate, operate and/or maintain the Project in accordance with the Program and Program Guidelines, the Act and Agency Regulations.

(k) the placing of a mortgage lien against the Project and/or Land without the express written consent of the Agency.

The events set forth in the subsections (b) and (g) of this Section shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) calendar days after the Agency's written notice to the Owner, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that after the

Rehabilitation Period only, if the prohibited act, failure, or breach stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may not unreasonably withhold its consent to an extension of up to 120 calendar days from the delivery of the written notice referred to herein if corrective action is instituted by the Owner, within the initial 30-day period and diligently pursued.

The failure of the Owner to comply with any of the provisions of Sections 23 or 29 of this Agreement shall not be deemed an Event of Default hereunder unless such failure has not been corrected within a period of 60 calendar days, have actual or constructive knowledge of such failure or after the Agency's written notice to the owner, whichever is earlier.

**Section 30. Remedies.** Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies and no failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) declare the entire principal sum of the Mortgage together with all other liabilities of the Owner under the Note to be immediately due and payable;

(b) cease making disbursements to the Owner of any funds under the Loan or from reserves held by the Agency;

(c) apply any reserves held by the Agency or the balance in the accounts for Project disbursements and revenues, or any combination of these monies, to the payment of the Owner's liabilities hereunder;

(d) foreclose the lien of the Mortgage on the Project and Land or a portion thereof, including without limitation all Improvements existing or hereafter placed in or on the Project and Land. In any action to foreclose, the Agency shall be entitled to the appointment of a receiver of the rents and profits of the Project as a matter of right and without notice, with power to collect the rents, uses and profits of said Project, due and becoming due during the pendency of such foreclosure suit, such rents and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by the Mortgage without regard to the value of the Project or the solvency of any person or persons liable for payment of the mortgaged indebtedness. The Owner for itself and any such subsequent owner hereby waives any and all defenses to the application for a receiver as above and hereby specifically consents to such appointment without notice, but nothing herein contained is to be construed to deprive the holder of the Mortgage of any other right, remedy or privilege it may now have under the law to have a receiver appointed. The provisions for the appointment of a receiver of the rents and profits and the assignment of such rents and profits, is made an express condition upon which the Loan hereby secured are made. Upon such foreclosure the Agency shall have the right to have a receiver appointed for the Project and the rent from the Project;

(e) pursuant to its rights under the Act and the Program, remove the Project Manager(s) after consultation with the Owner, or, if the Agency, after consultation with the Owner, decides, it is in

the best interest of the Project and Clients, hereinafter defined, the Owner shall deed the Project and Land to the Agency;

(f) take possession of the Project and Land or a portion thereof;

(g) without judicial process, collect all rents and other revenue including federal and State subsidies as the agent of the Owner (which upon the occurrence of any Event of Default the Agency is deemed to have been irrevocably appointed by the Owner), and apply the same at the Agency's option either to the operation and maintenance of the Project or to the liabilities of the Owner under the Mortgage;

(h) act as landlord of the Project and rent or lease the same on any terms approved by it, or dispossess by summary proceedings or other available means any tenant defaulting under the terms of the lease of a dwelling unit;

(i) take possession of equipment, appliances or other tangible personal property in which a security interest has been granted by this Agreement or the Mortgage and dispose of the same in any commercially reasonable manner. The Agency shall have the option to dispose of any such equipment and personal property either separately from the Project and Land or in conjunction with a sale of the Project and Land, and the Owner agrees that either method of disposition shall be commercially reasonable;

(j) subject to Section 38 hereof, sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the Mortgage or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation or nonperformance of the Owner's obligations under the Mortgage or this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units;

(k) after consultation with the Owner, sue under or make effective an assignment by the Owner to the Agency of any warranty for the Project or any contract for construction, rehabilitation, repair, renovation, reconstruction or improvement of the Project, to recover any amount payable to the Owner pursuant to any such warranty and to settle any such claim or liability and release the same and apply the proceeds of any such suit, settlement or release to the liabilities of the Owner under the Mortgage Note, this Agreement or the Mortgage, or the other Loan Documents;

(l) if the Owner commits a breach or threatens to commit a breach of any of the provisions of the Mortgages or other Loan Documents, the Agency shall have the right, without posting bond or other security, to seek injunctive relief or specific performance, it being acknowledged and agreed that any such breach, or threatened breach, will cause irreparable injury to the Agency and that money damages will not provide an adequate remedy; and/or

(m) to undertake reasonable maintenance and make reasonable repairs to the Project and to add the cost thereof to the principal balance of the Mortgages.

(n) notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law subject to the provisions of Section 38 of this Agreement;

**Section 31. Reserved.**

**Section 32. Expenses Due to Default.** All expenses (including reasonable attorneys' fees and costs and allowances) incurred in connection with an action to foreclose the Mortgage or in exercising any other remedy provided by the Mortgage or this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency. Any such sum or sums and the interest thereon shall be a further lien on the Project, Land and Improvements, and shall be secured by this Agreement and the Mortgage.

**Section 33. Burden and Benefit.** The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Land and the Project is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and part of the Project as housing for persons with developmental disabilities.

**Section 34. Uniformity; Common Plan.** The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land.

**Section 35. Remedies; Enforceability.** The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times.

**Section 36. Amendments; Notices; Waivers.** This Agreement and the Mortgage may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

No waiver by the Agency in any particular instance of any Event of Default or required performance by the Owner and no course of conduct of the parties or failure by the Agency to enforce or insist upon performance of any of the obligations of the Owner under this Agreement, the Mortgage, or under the other Loan Documents at any time shall preclude enforcement of any of the terms of this Agreement, the Mortgage, the Note, or the other Loan documents thereafter.

Any provisions of this Agreement, the Mortgage or other Loan Documents requiring the consent or approval of the Agency for the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such

consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

Notice provided for under this Agreement shall be given in writing signed by a duly authorized officer and any notice required to be given hereunder shall be given by recognized private carrier with acknowledgment of delivery or by confirmed facsimile, with a hard copy sent by certified mail, return receipt requested, or by certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto.

**Agency: Executive Director  
New Jersey Housing and Mortgage Finance Agency  
637 South Clinton Avenue, CN 18550  
Trenton, NJ 08650-2085**

**Owner: DHS Communities, Inc.  
1845 Haddon Avenue  
Camden, NJ 08108**

**Attorney: Executive Director of the Diocesan Housing Services Corporation of the  
Diocese of Camden  
1845 Haddon Avenue  
Camden, NJ 08103**

All notices shall be deemed given when received.

**Section 36. Severability.** The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

**Section 37. Successors and Assigns.** This Agreement and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

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**Section 38. Personal Liability.** Notwithstanding any other provision contained in this Agreement, the other loan documents or any other document or instrument executed by the owner in connection herewith or therewith, the Agency agrees, on behalf of itself and any future holder of the Note, that the liability of the Owner, any general or limited partner, member or shareholder of the Owner, if applicable, and its respective heirs, representatives, successors and assigns, for the payment of its obligations hereunder and under the other loan documents, including, without limitation, the payment of principal, interest and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the mortgage and the other loan documents, and that the Agency shall have no right to seek a personal judgment against the Owner, any general or limited partner, member or shareholder of the Owner, if applicable and its respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject the collateral (including the Project and Land) pledged under the Mortgage and the other loan documents to the satisfaction of the Mortgage debt, and provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under the Mortgage, this Agreement and the other loan documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts and shall not apply to such amounts due to the Lender pursuant to Sections 5, 8, 9, 10, 11, 14, 33 and 45.

**Section 39. Reserved.**

**Section 40. Disclaimer of Warranties, Liability; Indemnification/Defense.**

A. The Owner acknowledges and agrees that (i) the Agency has not heretofore and does not make any warranty or representation, either express or implied, as to the value, condition, or fitness for particular purposes of the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Agency or its agents or employees be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or any of the other Loan Documents or the development of the Project or the existence, functioning or use of the Project or any items or services provided for in this Agreement or the other Loan Documents; and (iii) during the term of this Agreement and the other Loan Documents and to the fullest extent permitted by law, the Owner shall indemnify, defend and hold the Agency harmless against, damage, claims, judgments or expenses of any and all kinds or nature and however arising, imposed by law, which the Owner and the Agency including reasonable attorneys' fees and costs, may sustain, be subject to, or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contract entered into by the Owner, or arising out of the Owner's ownership of the Project or out of the construction, rehabilitation, operation or management of the Project.

B. It is mutually agreed by the Owner and the Agency that the Agency and its directors, officers, agents, servants and employees shall not be liable for any action performed under this Agreement, and that the Owner shall hold them harmless from any claim or suit of whatever nature.

C. Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. While this statute may not be applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be

applicable to any claims arising under the Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

**Section 41. Recording.** This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located within ten (10) days following its execution.

**Section 42. Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Agreement or the Loan Documents shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

**Section 43. Equal Opportunity and Non-Discrimination.** The Owner covenants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Agreement.

**Section 44. Counterparts**

This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. A fax copy of a signature on this Agreement shall have the same effect as an original provided that an original is received by the other party hereto within two business days thereafter.

**Section 45. Investment Funding**

The Owner agrees to make an investment in the Project and Land in an amount which is not less than 20% of the total Project cost as determined by the Agency pursuant to the Act and the Program. In the event the principal sum set forth in the Agency Financing that is advanced to the Owner is determined by the Agency to exceed 80% of the total Project cost, the Owner shall reimburse the Agency an amount that would reduce the Agency Financing to 80% of the total Project cost.


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS/ATTEST

OWNER: DHS Communities, Inc.

  
\_\_\_\_\_  
Name: Robert T. Waite  
Title: Treasurer

By:   
\_\_\_\_\_  
James M. Reynolds  
President

Collingswood Special Needs Phase I HMFA #07776  
Financing Deed Restriction and Regulatory Agreement

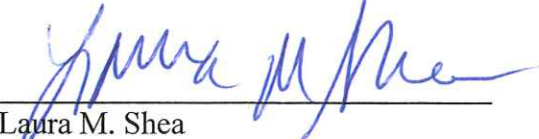
WITNESS/ATTEST



Name:

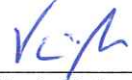
Title:

**LENDER:  
NEW JERSEY HOUSING AND  
MORTGAGE FINANCE AGENCY**

By:   
Laura M. Shea  
Chief of Legal and Regulatory Affairs

This Agreement is approved as to form.

Matthew J. Platkin  
Attorney General of the State of New Jersey

By:   
Vladimir Palma  
Deputy Attorney General

Collingswood Special Needs Phase I HMFA #07776  
Financing Deed Restriction and Regulatory Agreement

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY )

Camden ) SS:  
COUNTY OF MERCER )

BE IT REMEMBERED, that on this 14<sup>th</sup> day of November, 2022, before me, the subscriber, a Notary Public of New Jersey, personally appeared, James Reynolds, who, being by me duly sworn on his oath, acknowledges and makes proof to my satisfaction that AHS Communities, Inc., is the entity named in the within Instrument; that James Reynolds is the President of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the members of the said corporation, and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said members of the corporation as and for the voluntary act and deed of said corporation, in the presence of deponent, who there upon subscribed his name thereto as attesting witness.

Sworn to and subscribed before me  
on the date aforesaid.

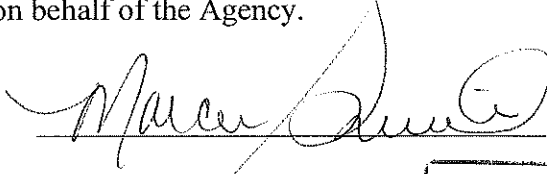


**KATHERINE BOYER**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission # 2389270**  
**My Commission Expires 9/4/2024**

Collingswood Phase I HMFA#07776  
Financing Deed Restriction and Regulatory Agreement

STATE OF NEW JERSEY, COUNTY OF MERCER SS:

I CERTIFY that on 11/18, 2022 LAURA M. SHEA personally came before me, a Notary Public of the State of New Jersey, and acknowledged under oath to my satisfaction that a) she is the **Chief of Legal and Regulatory Affairs of NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**, the Agency named in this document, and b) he executed and delivered this document as the voluntary act of the Agency, duly authorized by a proper resolution of its members, on behalf of the Agency.



Notary Public of the State of New Jersey  
My Commission Expires on \_\_\_\_\_

Marcia Smith NOTARY PUBLIC STATE OF NEW JERSEY MY COMMISSION EXPIRES August 4, 2026
--

Revised for SNHSLP Feb. 2006

Collingswood Special Needs Phase I HMFA #07776  
Financing Deed Restriction and Regulatory Agreement

# APPENDIX F(2)

## AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this 6 day of December, 2021 by and between DHS Communities, Inc, a nonprofit corporation of the State of New Jersey, having its principal office at 1845 Haddon Avenue, Camden, NJ 08108 (hereinafter the "Sponsor") and the Borough of Collingswood, a municipal corporation in the County of Camden and State of New Jersey (hereinafter the "Borough").

### WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the governing body of the Borough dated November 1, 2021, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37. The Project is or will be situated on those parcels of land designated as Block 68, Lot 20 and Block 96, Lot 29 as shown on the Official Assessment Map of the Borough of Collingswood, and more commonly referred to as 104 Wesley Avenue, Collingswood, NJ 08108 and 6 W. Knight Avenue, Collingswood, NJ 08108.

2. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Borough as provided hereinafter. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years. The parties acknowledge that the anticipated loan term for this project is 25 years.

3. The Sponsor shall make payment to the Borough of an annual service charge in lieu of taxes in such amount as follows:

- a. From the date of the execution of the Agency Mortgage and for the remaining term of the Agency Mortgage, the Sponsor shall make payment to the Borough in an amount equal to fifteen percent (15%) of Project Revenues.
- b. As used herein, "Project Revenues" means the total annual actual gross rental or carrying charge and other income of the Sponsor from the Project less vacancies if any.
- c. The amount of payment in lieu of taxes to be paid pursuant to paragraph (a) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Borough as set forth in Exhibit "A"

and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 5 below.

4. Payments

- a. Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Borough in the same manner and on the same dates as real estate taxes are paid to the Borough and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after the date of the Agency Mortgage and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Borough a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Borough calculated at fifteen percent (15%) of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Borough for the preceding fiscal year. The Borough may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Borough, upon request by the Sponsor and the Borough's approval following review, shall credit the amount of such excess to the account of the Sponsor.
- b. All payments pursuant to this Agreement shall be in lieu of taxes and the Borough shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Borough. If, however, the Borough disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Borough, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Borough.
- c. In the event of any delinquency in the aforesaid payments, the Borough shall give notice to the Sponsor and NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

5. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor following application to, and review and consent by the Borough, or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage. Upon the payment in full of the

Agency Mortgage, the Sponsor or its successor, as applicable, shall give notice to the Borough within ten (10) business days of the date the Agency Mortgage is paid.

6. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

7. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Borough. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

8. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

- a. When sent by the Borough to the Sponsor, it shall be addressed to DHS Communities, Inc., 1845 Haddon Avenue, Camden NJ 08103 with a copy to Clare Diemer, Esq., McKernan, McKernan and Godino, 113 N. 6<sup>th</sup> Street, Camden, NJ 08102 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Borough to the Sponsor shall be sent by the Borough to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.
- b. When sent by the Sponsor to the Borough, it shall be addressed to Borough of Collingswood, 678 Haddon Avenue, Collingswood, NJ 08108; ATTN: Municipal Clerk or to such other address as the Borough may designate in writing; and a copy of said notice or communication by the Sponsor to the Borough shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

9. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, Camden Vicinage to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

--signature page follows--

ATTEST:

Melissa Livingstone  
Melissa Livingstone

**DHS Communities, Inc.**

By: James M. Reynolds  
James M. Reynolds, President

ATTEST:

K. Holly Mammel  
K. Holly Mammel  
Municipal Clerk

**Borough of Collingswood**

By: M. James Maley, Jr.  
M. James Maley, Jr., Mayor

## Exhibit A Revenue Projection

Revenue Projection  
104 Wesley Avenue and 6 W. Knight Avenue  
Collingswood NJ 08108

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12
Rent	33,840	34,855	35,901	36,978	38,087	39,230	40,407	41,619	42,867	44,154	45,478	46,842
Vacancy (5%)	(1,692)	(1,743)	(1,795)	(1,849)	(1,904)	(1,961)	(2,020)	(2,081)	(2,143)	(2,208)	(2,274)	(2,342)
Net Rent	32,148	33,112	34,106	35,129	36,183	37,268	38,386	39,538	40,724	41,946	43,204	44,500
PILOT Rate	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Projected Revenue To Borough:	4,822	4,967	5,116	5,269	5,427	5,590	5,758	5,931	6,109	6,292	6,481	6,675

	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25
Rent	48,248	49,695	51,186	52,722	54,303	55,932	57,610	59,339	61,119	62,952	64,841	66,786	68,790
Vacancy	(2,412)	(2,485)	(2,559)	(2,636)	(2,715)	(2,797)	(2,881)	(2,967)	(3,056)	(3,148)	(3,242)	(3,339)	(3,439)
Net Rent	45,835	47,210	48,627	50,086	51,588	53,136	54,730	56,372	58,063	59,805	61,599	63,447	65,350
PILOT Rate	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%	15%
Projected Revenue To Borough:	6,875	7,082	7,294	7,513	7,738	7,970	8,209	8,456	8,709	8,971	9,240	9,517	9,803

# APPENDIX G

## BOROUGH OF COLLINGSWOOD CAMDEN COUNTY, NEW JERSEY ORDINANCE NO. 1784

### AMENDING CHAPTER 85 OF THE MUNICIPAL CODE ENTITLED AFFORDABLE HOUSING

**BE IT ORDAINED** by the Board of Commissioners of the Borough of Collingswood, County of Camden and State of New Jersey, that the Municipal Code of the Borough, specifically, Chapter 85 entitled "Affordable Housing" shall be amended as follows:

#### §85-22. Development Fees

##### A. Purpose

- (1) In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301 *et seq.*, and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH).
- (2) Pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that were under the jurisdiction of COAH and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan may retain fees collected from non-residential development.
- (3) In Re: Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015), also known as the Mount Laurel IV decision, the Supreme Court remanded COAH's duties to the Superior Court. As a result, affordable housing development fee collections and expenditures from the municipal affordable housing trust funds to implement municipal Third Round Fair Share Plans through July 1, 2025 are under the Court's jurisdiction and are subject to approval by the Court.
- (4) This article establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This article shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. § 5:93-8.

- B. Basic Requirements. This section shall become effective at such time that the Superior Court approves the Borough's development fee ordinance in accordance with N.J.A.C. 5:93-8.
- C. Definitions. The following terms, as used in this Ordinance, shall have the following meanings:

#### AFFORDABLE HOUSING DEVELOPMENT

A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one-hundred-percent-affordable development.

#### COAH *or* THE COUNCIL

The New Jersey Council on Affordable Housing, established under the Fair Housing Act which previously had primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the state. Pursuant to the opinion and order of the New Jersey Supreme Court dated March 10, 2015, in the matter of "In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing (M-392-14) 067126," any reference to COAH or the Council shall be understood to refer to the Superior Court of New Jersey, Law Division-Gloucester County.

#### DEVELOPMENT FEES

Funds paid by *a developer* for the improvement of property as permitted in *N.J.A.C. 5:93-8*.

#### DEVELOPER

Any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

#### EQUALIZED ASSESSED VALUE

The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with §§ 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

#### GREEN BUILDING STRATEGIES

Those strategies that minimize the impact of development on the environment, and enhance the health, safety and well-being of residents by producing durable, low-maintenance, resource-efficient housing while making optimum use of existing infrastructure and community services.

D. Residential Development Fees

The Borough of Collingswood will impose no development fees on residential development or expansions.

E. Non-Residential Development Fees

(1) Imposition of Fees

- (a) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- (b) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- (c) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

(2) Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

- (a) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.
- (b) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

- (c) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.
- (d) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.
- (e) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Borough of Woodbine as a lien against the real property of the owner.

F. Collection Procedures

- (1) Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.
- (2) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/ Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.
- (3) The Construction Official responsible for the issuance of a Construction Permit shall notify the Borough Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

- (4) Within 90 days of receipt of such notification, the Borough Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.
- (5) The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Borough Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.
- (6) Within 10 business days of a request for the scheduling of a final inspection, the Borough Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- (7) Should the Borough of Collingswood fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).
- (8) Except as provided in Section 5.A.3) hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.
- (9) Appeal of Development Fees
  - (a) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Borough of Collingswood. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
  - (b) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the Borough of Collingswood. Appeals from a determination of the Director may be made to the tax court in accordance with the

provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

G. Affordable Housing Trust Fund

- (1) There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Borough of Collingswood for the purpose of depositing development fees collected from non-residential developers and proceeds from the sale of units with extinguished controls.
- (2) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
  - (a) Payments in lieu of on-site construction of a fraction of an affordable unit;
  - (b) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;
  - (c) Rental income from municipally operated units;
  - (d) Repayments from affordable housing program loans;
  - (e) Recapture funds;
  - (f) Proceeds from the sale of affordable units; and
  - (g) Any other funds collected in connection with Borough's affordable housing program.
- (3) In the event of a failure by the Borough of Collingswood to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Borough of Collingswood, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.

- (4) Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

#### H. Use of Funds

- (1) The expenditure of all funds shall conform to a spending plan approved by the court. Funds deposited in the housing trust fund may be used for any activity approved by the court to address the Borough's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to, preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing nonresidential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:93-8 and specified in the approved spending plan.
- (2) Funds shall not be expended to reimburse the Borough of Collingswood for past housing activities.
- (3) At least 30% of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.
  - (a) Affordability assistance programs may include down payment assistance, security deposit assistance, low-interest loans, rental assistance, assistance with homeowners' association or condominium fees and special assessments, and assistance with emergency repairs.

- (b) Affordability assistance to households earning 30% or less of median income may include buying down the cost of low- or moderate-income units in the third-round Municipal Fair Share Plan to make them affordable to households earning 30% or less of median income. The use of development fees in this manner shall entitle the Borough to bonus credits pursuant to N.J.A.C. 5:94-4.22.
  - (c) Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
- (4) The Borough may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:94-7.
  - (5) No more than 20% of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20% of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the monitoring requirements for the affordable housing in in compliance with the Housing Element and Fair Share Plan. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

I. Monitoring

On or about December 15<sup>th</sup> of each year through 2025, the Borough shall provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs (“DCA”), COAH, or Local Government Services (“LGS”)), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the DCA, COAH, or LGS. This reporting shall include an accounting of all housing trust fund activity, including the collection of development fees from residential and nonresidential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Borough’s housing program, as well as to the expenditure of revenues and implementation of the plan approved by the court.

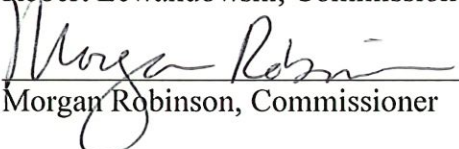
J. Ongoing Collection of Fees

The ability for the Borough to impose, collect and expend development fees shall expire with its judgment of compliance unless the Borough has filed an adopted Housing Element and Fair Share Plan with the court or other appropriate jurisdiction has filed a Declaratory Judgment action and has received court approval of its development fee ordinance. If the Borough fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (N.J.S.A. 52:27D-320). The Borough shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall the Borough retroactively impose a development fee on such a development. The Borough shall not expend development fees after the expiration of its substantive certification or Judgment of Compliance and Repose.

BOROUGH OF COLLINGSWOOD

  
\_\_\_\_\_  
M. James Maley, Jr., Mayor

  
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Robert Lewandowski, Commissioner

  
\_\_\_\_\_  
Morgan Robinson, Commissioner

  
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K. Holly Mannel, Borough Clerk

Introduced: May 6, 2024

Adopted: June 3, 2024