

# **Amended Third Round Housing Element And Fair Share Plan**

**Delanco Township, Burlington County, New Jersey**

**Adopted December 15, 2008**

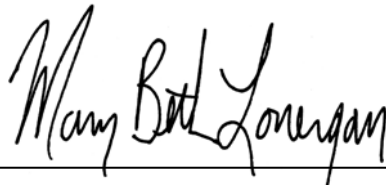


# Amended Third Round Housing Element And Fair Share Plan

Township of Delanco, Burlington County, New Jersey

December 15, 2008

Prepared for the Township of Delanco by:

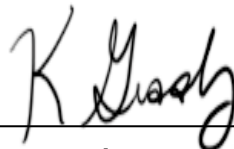


---

Mary Beth Lonergan, PP, AICP

Clarke Caton Hintz

PP License # 4288



---

Kathleen Grady, PP, AICP, LEED AP

Clarke Caton Hintz

PP License # 6045



**DELANCO TOWNSHIP  
JOINT LAND USE BOARD**

**RESOLUTION #2008 - 21**

**RESOLUTION ADOPTING A MASTER  
PLAN AMENDMENT – AN AMENDED HOUSING  
PLAN ELEMENT AND FAIR SHARE PLAN  
TO SATISFY THE TOWNSHIP'S THIRD ROUND  
AFFORDABLE HOUSING OBLIGATION**

**WHEREAS**, the New Jersey courts have held that every municipality in this State has an obligation to provide their fair share of low and moderate income housing; and

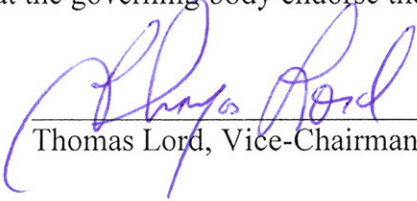
**WHEREAS**, the Council of Affordable Housing promulgated third round rules which establish and quantify this municipality's obligation; and

**WHEREAS**, this Board prepared an amended housing element and fair share plan aimed at addressing this municipality's third round affordable housing obligation and held a public hearing on the adoption of same as required by the Municipal Land Use Law; and

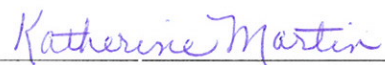
**WHEREAS**, the Board finds as facts that the draft amended housing plan element and fair share plan are consistent with the land use plan element of the master plan and that the adoption and implementation of same are in the public interest and promote the general welfare.

Now, therefore, **BE IT RESOLVED** that the document entitled "Third Round Housing Element and Fair Share Plan, Delanco Township, Burlington County, New Jersey prepared by Mary Beth Lonergan of Clark Caton Hintz is hereby **ADOPTED** *in toto*.

Be it **FURTHER RESOLVED** that the Secretary is hereby authorized and directed to transmit a copy of the adopted plan and a certified copy of this resolution to the governing body together with this Board's request that the governing body endorse the adopted plans.

  
\_\_\_\_\_  
Thomas Lord, Vice-Chairman

ATTEST:

  
\_\_\_\_\_  
Katherine Martin, Secretary

DATE ADOPTED: December 15, 2008

DATE MEMORIALIZED: December 15, 2008

FOR ADOPTION: Mr. Ouellette, Mr. Lord, Ms. Mader, Mr. Matulewicz, Ms. Jass

AGAINST: Mr. Templeton

ABSTENTIONS/RECUSALS: Ms. vanGenderen

**CERTIFICATION**

Katherine Martin hereby certifies that she is the Secretary of the Delanco Township Joint Land Use Board and that the foregoing is a true copy of a Resolution of Memorialization adopted by action of the said Board on the 15<sup>th</sup> day of December, 2008, and memorialized at its meeting held on the same date.

Katherine Martin

---

Katherine Martin, Secretary

**TOWNSHIP OF DELANCO**

**RESOLUTION NO. 2008-156**

**RESOLUTION ENDORSING THIRD ROUND  
HOUSING ELEMENT AND FAIR SHARE PLAN**

**WHEREAS**, the Delanco Township Land Use Board adopted a Housing Element to the Township's Master Plan addressing the Township's third round affordable housing obligations and endorsed a proposed third round Fair Share Plan at a meeting held on December 15, 2008; and

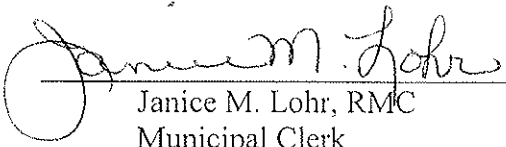
**WHEREAS**, a true copy of the Resolution adopted by the Land Use Board to accomplish the foregoing is attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Delanco that the Township hereby endorses the third round Housing Element and Fair Share Plan as adopted and endorsed by the Delanco Township Land Use Board and hereby directs the Township professionals to submit said documents to the Superior Court for review and approval in connection with the Township's pending third round declaratory judgment proceedings encaptioned "In the Matter of the Application of the Township of Delanco, A Municipal Corporation of the State of New Jersey," Docket No. L-2593-04 (Mount Laurel).

**CERTIFICATION**

I, Janice Lohr, Municipal Clerk of the Township of Delanco, hereby CERTIFY that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of

Delanco at a duly advertised meeting held on December 15, 2008 at which a quorum was present.

  
\_\_\_\_\_  
Janice M. Lohr, RMC  
Municipal Clerk

[SEAL]

## **Township of Delanco Committee**

**Mayor Fernand Ouellette**

**Mike Templeton, Deputy Mayor**

**Kate Fitzpatrick**

**Joan Hinkle**

**Ed Devinney**

**Janice M. Lohr, R.M.C., Township Clerk**

**William J. Kearns, Jr., Esq., Township Attorney**

**Ronald Morgan, Esq., Affordable Housing Counsel**

**Taylor Design Group, Township Planner**

**Scott Taylor, PP, AICP**

**Michelle Taylor, PP, AICP**

**Cheryl Bergailo, PP, AICP**

## **Township of Delanco Planning Board**

**Laurie vanGenderen, Chair**

**Thomas Lord, Vice-Chair**

**Fernand Ouellette, Mayor**

**Mike Templeton, Committee Member**

**John Denlinger**

**Marlene Jass**

**Theresa Mader**

**Daniel J. Martin**

**William Matulewicz**

**Ann Moore**

**Carl Taraschi**

**Kitty Martin, Planning Board Secretary**

**Denis Germano, Esq., Board Attorney**

**Taylor Design Group, Board Planner**

**Scott Taylor, PP, AICP**

**Michelle Taylor, PP, AICP**

**Cheryl Bergailo, PP, AICP**

**Hugh Dougherty, Board Engineer**

## EXECUTIVE SUMMARY

This third round amended housing element and fair share plan has been prepared in accordance with the rules of the New Jersey Council on Affordable Housing (hereinafter “COAH”) for Delanco Township, Burlington County. This Plan will serve as the foundation for the Township’s submission for third round compliance and a final judgment of repose from the Superior Court as part of the Township’s voluntary filing of a third round declaratory judgment action pursuant to *N.J.S.A. 52:27D-313(a)*. The Township’s plan will be submitted to the Court by December 31, 2008.

There are three components to a municipality’s affordable housing obligation: the rehabilitation share, the prior round obligation and the COAH-projected third round obligation. As assigned by COAH, the Township’s affordable housing obligations are as follows:

- Rehabilitation Share: **7 units**
- Prior Round Obligation: **61 units**
- Third Round Obligation: **maximum of 122 units** (COAH’s initial projection of 173 units – prior to eligible exclusions as discussed in detail below as well as prior to the Court’s ruling on a full exclusion of two previously approved inclusionary developments)

The Township satisfied the prior round obligation through a previously approved regional contribution agreement (hereinafter “RCA”) with Palmyra, affordable family rental units, affordable family sale units and prior round rental bonuses. In addition, the Township has added off-site affordable senior rental units as a previously court-approved, prior round compliance mechanism.

The Township's third round obligation will be satisfied with previously approved affordable family rental units and corresponding third round compliance bonuses, newly proposed inclusionary zoning for affordable family housing, affordable senior rental housing as part of an approved redeveloper's agreement, and a 100% affordable senior housing complex.

## **AFFORDABLE HOUSING IN NEW JERSEY**

### **Introduction to Mt. Laurel and COAH**

In its landmark 1975 decision referred to now as "*Mount Laurel I*", the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide a realistic opportunity for the construction of low and moderate income housing.<sup>1</sup> In its 1983 "*Mount Laurel II*" decision, the Supreme Court extended the obligation to all municipalities, designated the State Development Guide Plan or any successor State Plan as a critical touchstone to guide the implementation of this obligation and created an incentive for private developers to enforce the "*Mount Laurel* doctrine" by suing municipalities which are not in compliance.<sup>2</sup>

In 1985, the Fair Housing Act (hereinafter "FHA") (*N.J.S.A.* 52:27D-310) was adopted as the legislative response to the *Mt. Laurel* court decisions. The FHA created the Council on Affordable Housing as the administrative alternative to the Courts. COAH is responsible for establishing housing regions, estimating low and moderate income housing needs, setting criteria and guidelines for municipalities to determine and address their fair share numbers, and reviewing and approving housing elements and fair share plans.

---

<sup>1</sup> Southern Burlington NAACP v. Borough of Mt. Laurel, 67 NJ 151 (1975)

<sup>2</sup> Southern Burlington NAACP v. Borough of Mt. Laurel, 92 NJ 158 (1983)



Municipalities have the option of filing their adopted and endorsed housing elements and fair share plans with COAH and petitioning for COAH's approval, known as "substantive certification". Municipalities that opt to participate in the COAH certification process are granted a measure of legal protection against exclusionary zoning litigation. By petitioning, COAH allows a municipality to maximize control of its planning and zoning options in addressing its affordable housing obligation. Similarly, under the FHA at *N.J.S.A. 52:27D-313(a)*, a municipality can apply to the Superior Court for a final judgment of compliance and repose, which is the judicial equivalent of COAH's grant of substantive certification. Delanco Township previously filed a third round declaratory judgment action with the Superior Court and is under the Court's jurisdiction as opposed to COAH's jurisdiction.

The regulations of COAH have been utilized in the preparation of this amended plan as required by both the FHA and Court decisions. Both legislative and judicial directives encourage uniformity in the interpretation of the *Mount Laurel* doctrine. The FHA states,

"The interest of all citizens, including low and moderate income families in need of affordable housing, would be best served by a comprehensive planning and implementation response to this constitutional obligation." (*N.J.S.A. 52:27D-302(c)*)

Furthermore, the New Jersey Supreme Court, in its decision in *The Hills Development Co. v. Township of Bernards*, 103 NJ 1 (1986) (commonly known as *Mount Laurel III*) upheld the constitutionality of the Fair Housing Act, and stated,

"Instead of varying and potentially inconsistent definitions of total need, regions, regional need, and fair share that can result from the case-by-case determinations of courts involved in isolated litigation, an overall plan for the entire state is envisioned, with definitions and standards that will have the kind of consistency that can result only when full responsibility and power are given to a single entity." (103 *N.J.* at 25)

Lastly, in the *Mount Laurel III* decision, the Supreme Court also stated that to the extent that *Mount Laurel* cases remained before the courts,

“...any such proceedings before a court should conform wherever possible to the decisions, criteria and guidelines of the Council.” (103 *N.J.* at 63)

Delanco Township has been guided by these principles of uniformity and consistency in the preparation of this amended housing element and fair share plan.

In addition, under the Municipal Land Use Law (hereinafter “MLUL”), a municipal Planning Board must adopt the housing element as part of the Master Plan. COAH’s process also requires the governing body to endorse the housing element by resolution. The governing body’s resolution requests that the Superior Court review the housing element and fair share plan along with supporting documents for compliance and repose. Once the municipality’s housing element and fair share plan have been granted a final judgment of compliance and repose, the municipality’s zoning ordinance enjoys a presumption of validity against any lawsuits challenging it. Delanco Township is under the Superior Court’s jurisdiction and must submit its amended third round plan to the court to remain so (see below for further discussion on the timing of the Township’s submission to the court.)

## **First and Second Round Methodology**

The FHA empowered COAH to create criteria and guidelines for municipalities to determine and address their respective fair share numbers. In response, COAH established a formula for determining municipal affordable housing obligations for the six-year period between 1987 and 1993 (*N.J.A.C. 5:92-1 et seq.*), which became known as the “first round.” That formula was superseded by the 1994 COAH regulations (*N.J.A.C. 5:93-1.1 et seq.*) which recalculated a portion of the 1987-1993 affordable housing obligation for each municipality and computed the additional municipal affordable housing need from 1993 to 1999; this 12 year cumulative period from 1987 through 1999 is known as the “second round.”

## Third Round Methodology

On December 20, 2004, COAH's first version of the third round rules became effective. At that time the third round was defined as the time period from 1999 to 2014 condensed into an affordable housing delivery period from January 1, 2004 through January 1, 2014. The third round rules marked a significant departure from the methodology utilized in COAH's two prior rounds. Previously, COAH assigned an affordable housing obligation as an absolute number to each municipality. These third round rules implemented a "growth share" approach that linked the production of affordable housing with future residential and non-residential development within a municipality. Each municipality was required to project the amount of residential and nonresidential growth that would occur during the period 2004 through 2014. Then municipalities were required to provide one affordable unit for every 8 market rate housing units developed and one affordable unit for every 25 jobs created (expressed as non-residential building square footage).

However, in January 2007, the New Jersey Appellate Court invalidated key aspects of COAH's third round rules. The Court ordered COAH to propose and adopt amendments to its rules to address the deficiencies identified by the Court. COAH's revised rules, effective on June 2, 2008 as well as a further rule revision, adopted September 22, 2008 and effective on October 20, 2008, provide residential development and job projections for the third round (which was expanded to encompass the years 2004 through 2018). Additionally, COAH revised its ratios to require one affordable housing unit for every four market rate housing units developed and one affordable housing unit for every 16 jobs created, still expressed as non-residential building square footage. Municipalities must set forth in the Housing Element and Fair Share Plan of their Master Plan how they intend to accommodate the affordable housing obligation generated by COAH's revised third round growth projections. However, COAH's substantive rules also require that a municipality provide a realistic opportunity for affordable housing in proportion to its actual growth during the third round as

expressed in certificates of occupancy issued for residential and nonresidential development.

In addition, on July 17, 2008 Governor Corzine signed P.L. 2008, c.46 (also known as the “Roberts Bill” after NJ Assembly Speaker Joseph Roberts), which amended the Fair Housing Act in a number of ways. Key provisions of the bill include the following:

- Establishing a statewide 2.5% nonresidential development fee instead of a nonresidential growth share delivery for affordable housing;
- Elimination of regional contribution agreements (RCAs); and
- Requirement for 13% of affordable housing units and 13% of all units funded by the Balanced Housing Program and the Statewide Affordable Housing Trust Fund be restricted to very low income households (30% or less of median income).

COAH has not yet promulgated rules to effectuate the 2008 FHA amendments. It is anticipated that COAH will propose revised regulations to implement P.L. 2008, c.46, in early 2009.

A municipality’s third round fair share plan must address (1) its rehabilitation share, (2) the prior round obligation and (3) the COAH-projected third round obligation. The rehabilitation share is the estimated number of existing substandard housing units in a municipality that are occupied by low or moderate income households, as determined by COAH (Appendix B. to *N.J.A.C. 5:97*). The prior round obligation is a municipality’s adjusted second round new construction component brought forward to the third round (Appendix C. to *N.J.A.C. 5:97*). Third round housing plans must document how existing or proposed affordable housing units satisfy this prior round obligation.

As stated above, the third round obligation is based on housing and job projections developed by COAH (Appendix F. to *N.J.A.C. 5:97*). To determine the third round obligation, the following ratios must be applied to the projections:

- For residential development, the affordable housing ratio is 1 affordable unit for every 4 market rate residential units. Thus, COAH initially requires a municipality to divide its total housing projection by 5 (see eligible exclusions from COAH's residential projections as described in detail in a later section);
- For non-residential development, the affordable housing ratio is 1 affordable unit for every 16 new jobs created as expressed in new square footage of non-residential space issued a certificate of occupancy from January 1, 2004 through December 31, 2018. See Table 1, Non-residential Growth Share Calculation, for additional detail.

**Table 1. Non-residential Growth Share Calculation**

Use Group	Description	Square Feet Generating One Affordable Unit	Jobs Per 1,000 Square Feet
B	Office buildings	5,714	2.8
M	Mercantile uses	9,412	1.7
F	Factories where people make, process, or assemble products	13,333	1.2
S	Storage uses, excluding parking garages	16,000	1.0
H	High hazard manufacturing, processing, generation and storage uses	10,000	1.6
A1	Assembly uses, including concert halls and TV studios	10,000	1.6
A2	Assembly uses, including casinos, night clubs, restaurants and taverns	5,000	3.2

Use Group	Description	Square Feet Generating One Affordable Unit	Jobs Per 1,000 Square Feet
A <sub>3</sub>	Assembly uses, including libraries, lecture halls, arcades, galleries, bowling alleys, funeral parlors, gymnasiums and museums but excluding houses of worship	10,000	1.6
A <sub>4</sub>	Assembly uses, including arenas, skating rinks and pools	4,706	3.4
A <sub>5</sub>	Assembly uses, including bleachers, grandstands, amusement park structures and stadiums	6,154	2.6
E	Schools K – 12	Exclude	Exclude
I	Institutional uses such as hospitals, nursing homes, assisted living facilities and jails. I group includes I <sub>1</sub> , I <sub>2</sub> , I <sub>3</sub> and I <sub>4</sub> .	6,154	2.6
R <sub>1</sub>	Hotels and motels; continuing care facilities classified as R <sub>2</sub>	9,412	1.7
U	Miscellaneous uses, including fences tanks, barns, agricultural buildings, sheds, greenhouses, etc.	Exclude	Exclude

Pursuant to N.J.A.C. 5:96-10, the actual growth of housing units and jobs (measured by the issuance of residential and nonresidential certificates of occupancy) will be initially monitored two years after repose (then every two years) and will be compared to the actual provision of affordable housing. If upon biennial review the difference between the number of affordable units constructed or provided in a municipality and the number of units required pursuant to N.J.A.C. 5:97-2.4 results in a pro-rated production shortage of 10 percent or greater, the court may require the municipality to amend its plan to address the higher affordable housing obligation. As

such, it is important that the Township track the growth that occurs between January 1, 2004 and December 31, 2018.

In its Comment and Response document published as part of the October 20, 2008 COAH rule adoption (*New Jersey Register*), COAH states that it will allow municipalities to present actual job count information for non-residential use groups if there is at least a 10% difference between actual jobs and the number of jobs determined through Appendix D of *N.J.A.C. 5:97*. COAH should be providing more guidance on this concept prior to the Township's first required plan evaluation whereby actual job growth is tallied and compared to actual affordable housing production.

## **Affordability Requirements**

Affordable housing is defined under the FHA 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. Delanco Township is in COAH's Region 5, which includes Burlington, Camden and Gloucester counties. Moderate-income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. As required by the 2008 amended FHA, COAH has 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), COAH requires that 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 by COAH using the federal Department of Housing and Urban Development (hereinafter “HUD”) income limits on an annual basis. In the spring of each year HUD releases updated regional income limits which COAH reallocates to its regions. It is from these income limits which the rents and sale prices for affordable units are derived. See Tables 2 through 4 for additional information. These figures are updated annually and are available from COAH. The sample rents and sale prices are gross figures and do not account for the specified utility allowance.

**Table 2. 2008 Income Limits for Region 5**

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person household	5 Person Household
Moderate Income	\$41,608	\$47,552	\$53,496	\$59,440	\$64,195
Low Income	\$26,005	\$29,720	\$33,435	\$37,150	\$40,122
Very Low Income	\$15,603	\$17,832	\$20,061	\$22,290	\$24,073

Source: COAH 2008 Regional Income Limits

**Table 3. Sample 2008 Affordable Rents for Region 5**

Household Income Levels	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate Income at 60%	\$836	\$1,003	\$1,159
Low Income at 46%	\$641	\$769	\$889
Very Low Income at 30%	\$418	\$502	\$580

Source: COAH Illustrative 2008 Low and Moderate Income Rents for New Construction and/or Reconstruction



**Table 4. Sample 2008 Affordable Sale Prices for Region 5**

<b>Household Income Levels</b>	<b>1 Bedroom Unit Price</b>	<b>2 Bedroom Unit Price</b>	<b>3 Bedroom Unit Price</b>
Moderate Income at 70%	\$87,767	\$105,320	\$121,703
Low Income at 50%	\$62,691	\$75,229	\$86,931
Very Low Income at 30%	\$37,614	\$45,137	\$52,159

Source: COAH Illustrative 2008 Low & Moderate Income Sales Prices for New Construction

## **Housing Element/Fair Share Plan Requirements**

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

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

- An analysis of the existing and probable future employment characteristics of the municipality;
- A determination of the municipality's present and prospective fair share of low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low and moderate income housing; and
- A consideration of the lands most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing.

In addition, pursuant to COAH regulations (*N.J.A.C. 5:97-2.3*), the housing element and fair share plan must address the entire third round cumulative (1987-2018) affordable housing obligation consisting of the rehabilitation share, any remaining balance of the prior round obligation and the COAH-projected third round obligation. COAH's regulations require the following documentation to be submitted with the housing element and fair share plan:

- The minimum requirements of the FHA listed above (*N.J.S.A. 52:27D-310*);
- Household and employment projections created by COAH;
- Municipal rehabilitation, prior round and third round obligation;
- Descriptions of any credits intended to address any portion of the fair share obligation, including all information required by *N.J.A.C. 5:97-4*;
- Descriptions of any adjustments to any portion of the fair share obligation, including all information required by *N.J.A.C. 5:97-5*;
- Descriptions of any mechanisms intended to address the prior round obligation, the rehabilitation share and the third round obligation;

- An implementation schedule with a detailed timetable that demonstrates a “realistic opportunity” for the construction of affordable housing, as defined by *N.J.A.C. 5:97-1.4*.
- Draft and/or adopted ordinances necessary for the implementation of the mechanisms designed to satisfy the fair share obligation;
- A demonstration that existing zoning or planned changes in zoning provide adequate capacity to accommodate any proposed inclusionary developments, pursuant to *N.J.A.C. 5:97-6.4*;
- A demonstration of existing or planned water and sewer capacity sufficient to accommodate all proposed mechanisms;
- A spending plan, pursuant to *N.J.A.C. 5:97-8.10*;
- A map of all sites designated by the municipality for the production of low and moderate income housing;
- A copy of the most recently adopted Master Plan and, where required, the immediately preceding adopted Master Plan;
- A copy of the most recently adopted zoning ordinance;
- A copy of the most up-to-date tax maps; and
- Any other information required by *N.J.A.C. 5:97* or requested by COAH.

## **DELANCO TOWNSHIP AFFORDABLE HOUSING HISTORY**

As background, Delanco Township received a first round Final Judgment of Compliance and Repose on November 22, 1991 from the Honorable Myron H. Gottlieb, J.S.C, which granted the Township a six-year period of repose beginning on April 22, 1991. The Township's first round repose included a settlement of prior litigation in the matter Delanco Land Partnership v. Township of Delanco, Docket No. BUR-L-2673-89.

For the second round, Delanco petitioned COAH with a housing element and fair share plan on April 18, 1997 and received second round substantive certification from COAH on October 7, 1998. Prior to the expiration of the Township's second round substantive certification from COAH, the Appellate Division issued an order pertaining to the manner in which extension requests for substantive certification were reviewed. Thereafter, the Township filed an action with the court in September 2004 to obtain the court's protection and to submit to the court's jurisdiction for the third round.

The Township previously received a court order on February 28, 2008 from the Honorable John A. Sweeney, A.J.S.C., which granted temporary immunity and protection from the filing of any third round builder's remedy or exclusionary zoning lawsuits and which delayed the submission of the Township's amended third round petition until such deadline that "shall be subsequently established by the Court when it becomes clearer whether COAH's revised and repropose rules are adopted, appealed, stayed, sustained or invalidated." (See attached order.) Although the answers to these questions as posed previously by the Township are not at all clear, the Township has prepared this plan amendment and will submit its full petition package to the Superior Court and the assigned special court master – Frank Banish, PP, AICP - by December 31, 2008.

## HOUSING STOCK AND DEMOGRAPHIC ANALYSIS

### Housing Stock Inventory

In 2000, there were 1,285 housing units in Delanco Township, of which 58 or 4.5% were vacant. Of the 1,227 occupied units, 81.3% were owner occupied and 18.7% were rented. Table 5, Housing Units by Occupancy Status, illustrates this occupancy status in 2000.

Table 5. Housing Units by Occupancy Status, 2000.

	Housing Units	Owner Occupied	Renter Occupied
Occupied	1,227	997	230
Vacant	58		
Total	1,285		

Source: 2000 US Census

About 73.3% of the total housing stock consists of single-family detached units. Structures with 3 or more units make up 7.3% of the total housing stock. Of the owner occupied units, 86.0% were single-family detached units and 14.0% were single-family attached or two family units. See Table 6, Housing Units by Number of Units in Structure for a detailed explanation of the housing units in 2000.

**Table 6. Housing Units by Number of Units in Structure, 2000.**

Number of Units	Owner Occupied	Rental	Vacant	Total
1, Detached	857	49	36	942
1, Attached	116	20	7	143
2	24	61	12	97
3 or 4	0	58	0	58
5 to 9	0	30	0	30
10 to 19	0	6	3	9
20 +	0	0	0	0
Mobile Home	0	6	0	6
Other	0	0	0	0
Total	997	230	58	1,285

*Source: 2000 US Census*

Table 7, Housing Units by Age, illustrates the age of the Township's housing stock. Delanco has added few new housing units between 1990 and 2000, with less than one percent of its total housing stock being built during that period. The median age of a housing unit in the Township is 1945, with 42.2% of the total housing stock constructed before 1940.

**Table 7. Housing Units by Age, 2000.**

Year Built	Total Units	Percent	Owner Occupied	Renter Occupied	Vacant
1990 - 2000	12	0.9%	12	0	0
1980 - 1989	33	2.6%	28	5	0
1970 - 1979	94	7.3%	70	16	8
1960 - 1969	83	6.5%	77	6	0
1950 - 1959	337	26.2%	296	21	20
1940-1949	184	14.3%	144	31	9
Before 1940	542	42.2%	370	151	21
Total	1,285	100.0%	997	230	58
Median Year	1945		1949	1940	

Source: 2000 US Census

Table 8, Housing Units by Number of Rooms, shows 6.9% have between one (1) and three (3) rooms; 49.7% of the housing stock has between four (4) and six (6) rooms; and 43.4% has seven (7) or more rooms.

**Table 8. Housing Units by Number of Rooms, 2000.**

Rooms	Number of Units	Percent
1	13	1.0%
2	10	0.8%
3	66	5.1%
4	120	9.3%
5	188	14.6%
6	331	25.8%
7	235	18.3%
8	177	13.8%
9+	145	11.3%
Total	1,285	100.0%
Mean Rooms per Unit	6.2	

*Source: 2000 US Census*



Tables 9 and 10, Housing Values, show that the median housing values of owner-occupied housing in Delanco increased by 14.7% between 1990 and 2000. During this time, the median value in Burlington County increased by 12.6%. In 1990, Delanco's median value of \$97,600 was \$24,400 less than Burlington County's median value of \$122,000. In 2000, Delanco's median housing value of \$111,600 was \$25,800 less than the Burlington County median value of \$137,400.

**Table 9. Housing Values, Owner-Occupied, 1990.**

Housing Value	Number	Percent
Less than \$50,000	32	4.4%
\$50,000 to \$99,999	459	47.9%
\$100,000-\$124,999	198	20.7%
\$125,000-\$149,999	156	16.3%
\$150,000-\$174,999	29	3.0%
\$175,000-\$199,999	33	3.4%
\$200,000-\$249,999	25	2.6%
\$250,000-\$299,999	0	0.0%
\$300,000-\$399,999	6	0.6%
\$400,000-\$499,999	0	0.0%
\$500,000 or more	0	0.0%
Total	958	100.0%
1990 Median Value	\$97,600	

*Source: 1990 US Census*

**Table 10. Housing Values, Owner-Occupied, 2000.**

Housing Units	Number	Percent
Less than \$50,000	8	0.9%
\$50,000-\$99,999	334	35.6%
\$100,000-\$149,999	467	49.8%
\$150,000-\$199,999	77	8.2%
\$200,000-\$249,999	0	0.0%
\$250,000-\$299,999	26	2.8%
\$300,000-\$399,999	15	1.6%
\$400,000-\$499,999	0	0.0%
\$500,000 or more	5	0.5%
Total	937	100.0%
2000 Median Value	\$111,600	

*Source: 2000 US Census*

In 2000, Delanco's median gross rental cost was significantly less than that of the County (\$535 v. \$672). See Table 11, Comparison of Delanco and Burlington County, Monthly Rental Costs.

Table 11. Comparison of Delanco and Burlington Co., Monthly Rental Cost, 2000

Monthly Rent	Number in Delanco	Percent in Delanco	Number in Burlington Co.	Percent in Burlington Co.
\$0-\$99	0	0.0%	309	1.0%
\$100-\$149	0	0.0%	159	0.5%
\$150-\$199	0	0.0%	244	0.8%
\$200-\$249	0	0.0%	237	0.7%
\$250-\$299	5	2.4%	365	1.1%
\$300-\$349	0	0.0%	419	1.3%
\$350-\$399	11	5.2%	467	1.5%
\$400-\$449	33	15.6%	1,190	3.7%
\$450-\$499	26	12.3%	1,359	4.3%
\$500-\$549	44	20.8%	2,898	9.1%
\$550-\$599	25	11.8%	3,386	10.7%
\$600-\$649	21	9.9%	3,419	10.8%
\$650-\$699	4	1.9%	2,997	9.4%
\$700-\$749	11	5.2%	3,338	10.5%
\$750-\$799	5	2.4%	2,570	8.1%
\$800-\$899	17	8.0%	3,414	10.7%
\$900-\$999	10	4.7%	1,896	6.0%
\$1,000-\$1,249	0	0.0%	1,888	5.9%
\$1,250-\$1,499	0	0.0%	425	1.3%
\$1,500-\$1,999	0	0.0%	459	1.4%
\$2,000 +	0	0.0%	235	0.7%
Total	212	100.0%	31,764	100.0%
Median Rent	\$535		\$672	

Source: 2000 US Census

Delanco Township has six housing units that lack complete plumbing facilities and seven units that are overcrowded (defined as having 1.01 or more persons per room); however, none of these units exhibit both characteristics. See Table 12, Selected Quality Indicators.

**Table 12. Selected Quality Indicators, Occupied Housing Stock, 2000.**

	Overcrowded	Lacking Complete Plumbing	Combined Overcrowded and Lacking Complete Plumbing
No. Units	7	6	0

*Source: 2000 US Census*

## General Population Characteristics

Delanco Township experienced a 20.2% population loss between 1970 and 1990. While the Township's population continued to decrease between 1990 and 2000, the rate of decline was slowed to 2.4%. This trend of population loss was contrary to the population change experienced in Burlington County as a whole. The County continued to add residents between 1970 and 2000; however, the rate of growth did slow slightly. Table 13, Population Growth, provides additional information on the Township's historical population counts.

**Table 13. Population Growth.**

	1970	1980	Percent Change	1990	Percent Change	2000	Percent Change
Delanco Township	4,157	3,730	-10.3%	3,316	-11.1%	3,237	-2.4%
Burlington County	323,132	362,542	12.2%	395,066	8.9%	423,394	7.2%

*Source: 1970, 1980, 1990 and 2000 US Census*

The Township aged slightly between 1990 and 2000, with 54% of the total population in Delanco identified as over 45 years of age compared with only 47% in 1990. The age groups 35 to 44 and 45 to 54 grew at the fastest rates, increasing by almost 27% and 26% respectively. In contrast the age groups of 25-34 and under 5 decreased by 29% and 21% respectively. See Table 14, Age Distribution, for additional detail.

**Table 14. Age Distribution, 1990 – 2000.**

Age Group	1990	Percent	2000	Percent	Percent Change
Under 5	234	7.1%	184	5.7%	-21.4%
5-14	457	13.8%	494	15.3%	8.1%
15-24	422	12.7%	364	11.2%	-13.7%
25-34	629	19.0%	446	13.8%	-29.1%
35-44	478	14.4%	605	18.7%	26.6%
45-54	350	10.6%	440	13.6%	25.7%
55-64	308	9.3%	274	8.5%	-11.0%
65-74	282	8.5%	246	7.6%	-12.8%
75+	156	4.7%	184	5.7%	17.9%
Totals:	3,316	100.0%	3,237	100.0%	
Median Age:			37		

*Source: 1990 and 2000 US Census*

## Household Characteristics

A household is defined by the U.S. Census Bureau as those persons who occupy a single room or group of rooms constituting a housing unit; however, these persons may or may not be related. As a subset of households, a family is identified as a group of persons including a householder and one or more persons related by blood, marriage or adoption, all living in the same household. In 2000 there were 1,227 households in the Township, with an average of 2.64 persons per household and an average of 3.09

persons per family. Approximately 72.7% of the households are comprised of families, with married couples with children making up only 44% of all families. See Table 15, Households by Household Type, 2000, for additional information.

**Table 15. Households by Household Type, 2000.**

	Number of Households	Percent of Total Households
Family Households (2+ Person Households)	892	72.6%
<i>Married Couple with Children</i>	294	23.9%
<i>Married without Children</i>	374	30.5%
<i>Other Family Household</i>	224	18.3%
Non Family Households (2+ Person Households)	335	27.3%
1-person household:	280	22.8%
<i>Male householder</i>	124	10.1%
<i>Female householder</i>	156	12.7%
Total Households	1,227	

Source: 2000 US Census

## Income Characteristics

Persons residing in Delanco Township have on average lower incomes than in Burlington County as a whole. Median income in 2000 in Delanco was \$50,106 households and \$56,985 for families. Comparable figures for the County were \$58,608 for households and \$67,481 for families. Table 16, Household and Family Income by Income Brackets, further illustrates these findings by noting the number of households in each of the income categories.

**Table 16. Household and Family Income by Income Brackets, 2000.**

	Households	Percent
Less than \$10,000	90	7.4%
\$10,000-\$14,999	44	3.6%
\$15,000-\$24,999	131	10.8%
\$25,000-\$34,999	113	9.3%
\$35,000-\$49,999	228	18.7%
\$50,000-\$74,999	325	26.7%
\$75,000-\$99,999	151	12.4%
\$100,000-\$149,999	109	9.0%
\$150,000-\$199,999	14	1.2%
\$200,000 +	11	0.9%
Total:	1,216	100.0%
Median Income:	\$50,106	

*Source: 2000 US Census*

Within the Township, 23.5% of all households have incomes of \$75,000 or more. Although the Census data does not provide a breakdown of household income by household size, based on COAH's Year 2000 median household income for the Burlington/Camden/Gloucester County region of \$40,460 for the smallest-sized

household of one person, the moderate-income threshold for this household size was \$32,368 (80% of \$40,460). In attempting to approximate the number of low and moderate income households in the Township, using the household size of one person is a conservative approach that represents just a minimum threshold. Based on the high end of moderate income in 2000, anywhere from 21% to 31% of the Township's households fell within COAH's definition of low and moderate income.<sup>3</sup> Keep in mind, however, that in the third round, COAH would exclude low and moderate income households that owned a primary residence with no mortgage that was valued at or above COAH's annual regional asset limit.<sup>4</sup> In 2008, the regional asset limit was \$137,699 for Delanco's region.

The percentage of persons and households below the poverty level, as defined by the 2000 U.S. Census, equates to 9.5% of all Delanco Township residents. This is higher than the County as a whole, where 4.7% of County residents lived below the poverty level in 2000.

## EMPLOYMENT CHARACTERISTICS

Table 17, Distribution of Employment by Industry, shows the distribution of employment by industry for employed Delanco Township residents. Education, Health and Social Services and Manufacturing capture the largest segments of the population, comprising 18.9% and 16.4% respectively.

---

<sup>3</sup> Low income is defined as households earning 50 percent or less than median income.

<sup>4</sup> The exception to this exclusion is if the household's existing monthly housing costs exceed 38 percent of the household's eligible monthly income.



**Table 17. Distribution of Employment by Industry, Township Residents, 2000.**

Sector Jobs	Number	Percent
Agriculture, Forestry, Fishing and Hunting, and Mining	0	0.0%
Construction	103	6.3%
Manufacturing	267	16.4%
Wholesale Trade	92	5.7%
Retail Trade	250	15.4%
Transportation and Warehousing, and Utilities	105	6.5%
Information	62	3.8%
Financing, Insurance, Real Estate, Renting, and Leasing	95	5.8%
Professional, Scientific, Management, Administrative, and Waste Management Services	111	6.8%
Educational, Health and Social Services	307	18.9%
Arts, Entertainment, Recreation, Accommodation and Food Services	84	5.2%
Public Administration	69	4.2%
Other	82	5.0%
Total:	1,627	100.0%

*Source: 2000 US Census*

Table 18, Employment by Occupation, identifies the occupations of employed persons. While Delanco Township residents work in a variety of industries, 32.5% of employed residents work in sales and office occupations and 26.2% are employed in management, professional, and related occupations.

**Table 18. Employment by Occupation, Delanco Township, 2000.**

Sector Jobs	Number	Percent
Management, Professional, and Related	426	26.2%
Service	223	13.7%
Sales and Office	528	32.5%
Farming, Fishing, and Forestry	3	0.2%
Construction, Extraction, and Maintenance	178	10.9%
Production, Transportation, and Moving	269	16.5%
Total	1,627	100.0%

*Source: 2000 US Census*

The number of people residing in Delanco exceeds the number of employment opportunities in the Township. The New Jersey Department of Labor tracks covered employment throughout the state. Covered employment data includes only those jobs for which unemployment compensation is paid. By definition it does not cover the self-employed, unpaid family workers, most part-time or temporary employees, and certain agricultural and in-home domestic workers. See Table 19, Covered Employment Estimates, for additional detail.

**Table 19. Covered Employment Estimates, 2003**

Year	Delanco	Burlington
2003	2,418	164,618

*Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends. Data is as of 2003, which is the most current data available at the municipal level.*

Table 20, Covered Employment by Sector, provides additional detail on the employment within Delanco Township. It should be noted that the New Jersey Department of Labor suppresses the data for industries with few units or where one employer comprises a large percentage of employment or wages of an industry. Given the Department of Labor's policy, it is unclear which sectors of Delanco would be the biggest employment base.

Table 20. Covered Employment by Sector, 2003

	Employment					Wages	
	March	June	Sept.	Dec.	Average	Weekly	Annual
Private Sector Municipality Total	2,358	2,301	2,332	2,290	2,316	\$931	\$48,438
Construction	54	52	53	52	53	\$1,021	\$53,084
Manufacturing	227	213	209	216	217	\$599	\$31,133
Wholesale trade	99	104	101	99	101	\$1,109	\$57,653
Retail trade	31	34	21	21	27	\$378	\$19,662
Transportation and warehousing	.	.	.	.	.	.	.
Information	.	.	.	.	.	.	.
Finance and insurance	.	.	.	.	.	.	.
Real estate and rental and leasing	10	12	13	12	12	\$823	\$42,807
Professional and technical services	.	.	.	.	.	.	.
Management of companies and enterprises	.	.	.	.	.	.	.
Administrative and waste services	102	75	92	109	93	\$393	\$20,448
Educational services	.	.	.	.	.	.	.
Health care and social assistance	10	14	6	12	12	\$126	\$6,562
Arts, entertainment, and recreation	19	22	18	17	20	\$639	\$33,233
Accommodation and food services	54	52	53	52	53	\$1,021	\$53,084
Other services, except public admin.	227	213	209	216	217	\$599	\$31,133
Unclassified entities	99	104	101	99	101	\$1,109	\$57,653
Government Municipality Total	113	115	98	109	102	\$763	\$39,670
Federal Government Municipality Total	0	0	0	0	0	0	0
Local Government Municipality Total	113	115	98	109	102	\$763	\$39,670
<b>Total Covered Employment</b>	<b>2,471</b>	<b>2,416</b>	<b>2,430</b>	<b>2,399</b>	<b>2,418</b>		

Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Employment & Wages, Annual Municipality Report by Sector. Data is as of 2003, which is the most current data available at the municipal level.

## **GROWTH TRENDS AND PROJECTIONS**

The Township expects to meet COAH's projections for housing growth and may meet COAH's projection of job growth during the third round (2004 through 2018).

### **Residential Trends and Projections**

Although Delanco had only added 1% of its housing stock between 1990 and 2000, over the last 8 years, the Township issued over 500 new residential certificates of occupancy (c.o.'s). This number is deceptively high as the number is almost entirely the result of the prior court approval of two large inclusionary residential developments (Russ Farm: Newton's Landing and The Point; and River's Edge). As of Fall 2008, all of Russ Farm had been built and received c.o.'s, while less than 40 additional c.o.'s will be issued for River's Edge. While the Township expects the remaining minimal available vacant land to limit the amount of residential growth, it is anticipating a few residential projects associated with two newer inclusionary sites (Crossings at Delanco Station (formerly Savannah Mews in the Township's initial third round plan) and Creekside) that were approved to address the Township's third round growth share obligation as well as two new small-scale sites that are proposed to be rezoned for inclusionary housing as part of this plan amendment. [As discussed below in greater detail, as the vast majority of the Township's recent residential growth has occurred as the result of prior court-approved residential inclusionary developments, the Township will seek to have the court fully exempt this prior round residential growth (Russ Farm and River's Edge) occurring after January 1, 2004 from generating an even greater third round affordable housing growth share obligation. The Township fulfilled its previous second round fair share obligation and should not be penalized for the timing of this large amount – 431 market-rate units - of new housing that will be built after January 1, 2004.]

COAH has projected (Appendix F. to *N.J.A.C. 5:97*) that 340 housing units will be created in the Township between 2004 and 2018. As described above, somewhat greater growth has occurred as the result of the buildout of the prior inclusionary sites.

Thus, Delanco Township finds COAH's residential projections to be a bit less than the Township's projections, when first accounting for the prior round delivery of market-rate and affordable housing in two large-scale inclusionary developments. The Township's assessment of future residential growth based on certificates of occupancy issued, units under construction and projects that are approved, pending or anticipated before the planning board will result in additional residential growth that will address its own growth share. Later in the third round, the Township anticipates a drop off in residential development.

### **Nonresidential Trends and Projections**

Delanco Township has had limited nonresidential growth in the last decade, with one warehouse (Dietz and Watson) opening and school construction comprising the majority of the square footage added. [As a note, school construction no longer generates an affordable housing obligation per COAH's rules effective October 20, 2008 at Appendix D to *N.J.A.C. 5:97*.] The Township has added a small bank and even County park buildings that COAH determined generates an affordable housing obligation during the last ten years. Given the combination of the weak warehouse market (and the recent closing of the Jevic warehouse which eliminated 1,100 jobs), the slowing economy, and the small amount of vacant developable land in the Township, Delanco expects little to modest amounts of nonresidential growth during COAH's third round period.

COAH has projected (Appendix F. to *N.J.A.C. 5:97*) that the Township will gain 1,686 jobs between 2004 and 2018. The Township may generate that amount of non-residential growth and certainly hopes to retain its existing employment opportunities through its economic development policies.

## Capacity for Growth

To determine if Delanco Township has the capacity to meet or exceed COAH's residential and non-residential projections between 2004 and December 31, 2018, the Township analyzed projected residential and nonresidential growth through assessing development under construction, approved development and pending applications. The Township also looked at potential development expected based on the existing capacity of the zoning, historic development trends, and whether the development would be consistent with sound planning principles.

As discussed in detail above, the analysis confirmed that Delanco has the capacity to meet and exceed COAH's projection of 340 housing units (all of which are associated with prior round Court-approved inclusionary developments) and thus to address COAH's projected residential growth and affordable housing obligation. The Township's zoning will support COAH's projected housing units through built or approved/potential inclusionary developments. Additionally, the Township believes that the commercial and industrial businesses will retain their existing employment opportunities, although the Township believes non-residential growth may be slow to materialize due to a host of factors. The Township has enacted redevelopment zones for non-residential redevelopment activity. At this time, the Township has experienced more pressure to redevelop non-conforming non-residential uses into residential or mixed uses. Regardless, the Township has still addressed its COAH-projected (less eligible exemptions) affordable housing obligation.

### Availability of Existing and Planned Infrastructure

The Township of Delanco has adequate water and sewer capacity to meet COAH's residential and non-residential projections. Through the Delanco Sewerage Authority, the Township operates a public sewer conveyance system handling sewerage flows that are ultimately treated at a sewer treatment plant operated by the Beverly Sewerage Authority to the north. The Township has access to half of the sewer capacity

at the Beverly plant. The Beverly sewer authority has been exploring whether to develop a new sewer plant. One small section of the Township (the Abundant Life site along Route 130) is served by the Willingboro Sewerage Authority. Public water in the Township is provided through a contract with New Jersey American Water. The existing public infrastructure will serve the residential units and nonresidential growth projected in the third round.

#### Anticipated Land Use Patterns

Anticipated land use patterns range from single family residential infill units in existing residential neighborhoods to multi-family infill inclusionary developments within close proximity to the Delanco River Line train station. While the Township does not project significant nonresidential growth, it will continue to preserve its commercial and industrial land use patterns in accordance with its economic development policies. With the exception of scattered, non-conforming non-residential uses, much of the Township's non-residential land uses are concentrated in the western portion of the Township, adjacent to Edgewater Park Township. The Township's planned land use pattern will support COAH's projected growth and resulting affordable housing obligation.

#### Township Economic Development Policies

Delanco Township's economic development policies encourage business retention within its commercial and industrial districts. The Township has encouraged economic development which comports with sound planning principles by providing zoning districts that permit a variety of non-residential uses including light industrial development, office space and retail. The Township economic policies will support COAH's projected growth and resulting affordable housing obligation



### Constraints on Development

Located entirely in the Metropolitan Planning Area, PA 1, the Township is not located within the jurisdiction of the Meadowlands, Highlands, Pinelands or CAFRA. There are no known federal regulations that would hinder the development projected as part of the Township's third round housing element and fair share plan.

Existing land ownership patterns should not present a constraint on future development within the Township. Although Delanco has limited vacant land, some new development would require the redevelopment of existing vacant and occupied structures.

While Delanco Township is home to a number of important natural resources, environmental constraints do not preclude the Township from meeting COAH's projected growth. The Delaware River and Rancocas Creek form the eastern and southern borders of the Township; however, neither waterway is classified as a Category 1 trout production waterway. The NJDEP wetlands layer shows areas along both the Delaware River and Rancocas Creek that are affected by wetlands and/or are deemed flood prone (100-year flood) areas.

The Township took environmental constraints into account in analyzing COAH's projected growth through the third round. To ensure that development does not adversely impact environmentally sensitive features, the Township will rely on local, county and state review of applications for development. Furthermore, the Township's Master Plan, Land Use Ordinances and existing land review procedures provide the measures to address any of the development constraints noted above and as set forth at *N.J.A.C. 5:97-3.13(b)*.

## **CONSIDERATION OF LANDS APPROPRIATE FOR AFFORDABLE HOUSING**

As part of this amended housing element, the Township has considered land that is appropriate for the construction of low and moderate income housing either in existing residential neighborhoods (infill sites such as the Zurbrugg Mansion Redevelopment) or as part of a new senior housing community proposed along Route 130 (Abundant Life - 100% affordable senior housing). The housing element describes the Township's evaluation of sites that are currently zoned for inclusionary housing or proposed to be rezoned for inclusionary development – the Rhawn Pipe site (adjacent to the 2008 approved third round growth share site – Crossings at Delanco Station) and the Pellegrino site (adjacent to the almost built-out River's Edge inclusionary development.) The Township's analyses are discussed in the sections entitled "The Satisfaction of the Prior Round Obligation" and "Satisfaction of the Third Round Obligation."

In addition, the Township evaluated other sites offered by owners/developers and concluded that these sites are not appropriate for rezoning as residential inclusionary development at this time. The Township reserves the right to reassess any property in the future if circumstances change. For instance, in a letter dated September 29, 2008, Henry Kent-Smith, counsel for Russ Farm, LLC, wrote to the Township to request the rezoning of a 3.1-acre commercially-zoned parcel to residential to enable the construction of a senior inclusionary development (adjacent to the senior housing at Newton's Landing). The main point of concern for the Township is that the developer, Russ Farm, LLC, had specifically included that commercial rezoning as part of a prior settlement in court and the Township desires to see the site developed with neighborhood commercial. As a second point and as will be discussed in greater detail below, the Township will have already significantly exceeded its maximum number of senior-restricted affordable housing credits (approved Zurbrugg redevelopment plans and proposed Abundant Life senior, 100% affordable housing complex), thus, additional age-restricted development will not help the Township address its current or even future affordable housing obligation.

## DELANCO'S AFFORDABLE HOUSING OBLIGATION

COAH's three-part third round methodology includes the rehabilitation obligation, the prior round obligation and the projected third round obligation. The Appendices to COAH's substantive rules, *N.J.A.C. 5:97 et seq.*, provide each municipality's affordable housing obligation. Delanco's third round obligation can be summarized as follows:

- Rehabilitation Obligation: **7**
- Prior Round Obligation: **61**
- Third Round Obligation: **122 maximum** (COAH's initial projection of 173 is prior to eligible exclusions for Court- and COAH-approved inclusionary housing developments that will be built after January 1, 2004 as well as prior to the Court's ruling on a full exclusion of two previously approved inclusionary developments.)

## Rehabilitation Obligation

The rehabilitation obligation is defined as the number of deficient housing units occupied by low and moderate income households within a municipality (*N.J.A.C. 5:97-1.4*). COAH calculates this figure using indices such as overcrowding of units constructed prior to 1950, incomplete kitchen facilities, incomplete plumbing facilities and the estimated number of low and moderate income households in the municipality. COAH has calculated Delanco's rehabilitation obligation to be 7 units. Please see Table 21, Calculation of the Rehabilitation Obligation, for additional information.

**Table 21. Calculation of the Rehabilitation Obligation**

Overcrowding of units constructed prior to 1950	3
Incomplete plumbing facilities	+ 6
Incomplete kitchen facilities	+ 0
Low and moderate income share	0.737
Rehabilitation share credit	- 0
<i>Rehabilitation Obligation</i>	<i>7 units</i>

Source: Appendix B to *N.J.A.C. 5:97*

## Prior Round Obligation

The prior round obligation can be defined as the cumulative 1987 through 1999 affordable housing obligation (*N.J.A.C. 5:97-1.4*). This time period corresponds to the first and second rounds of affordable housing. COAH has calculated Delanco's prior round obligation to be 61 units (Appendix C. to *N.J.A.C. 5:97*).

### Third Round Obligation

COAH has taken a very different approach to calculating third round affordable housing obligations. The obligation is initially based solely on COAH's housing and job projections for each municipality during the third round. For every five housing units projected during the third round, one affordable housing unit must be provided. For every 16 jobs projected, the Township must provide one affordable housing unit. COAH's substantive rules require that a municipality plan for the affordable housing obligation generated by the projections; however, a municipality must provide affordable housing in proportion to its actual growth (*N.J.A.C. 5:97-2.2(e)*). COAH has projected the creation of 340 housing units and 1,686 jobs in Delanco during the third round (*N.J.A.C. 5:97 Appendix F, Allocating Growth to Municipalities*)

COAH's substantive rules, at *N.J.A.C. 5:97-2.4*, permit municipalities to exclude certain market-rate and affordable units from the third round housing projections. Specifically, municipalities may exclude the following:

- Affordable units which received credit in a first or second round plan and have been or will be constructed during the third round.
- Market-rate units in an inclusionary development which 1) received credit in a first or second round plan or are eligible for credit in the prior round and 2) have been or will be constructed during the third round.

The Township has two inclusionary developments which are eligible for exclusion. However, as COAH's 2008 rules have placed new constraints on levels of exclusion, technically, only a portion of each inclusionary development is permitted to be excluded from generating an additional third round affordable housing obligation. Delanco Township finds this partial exclusion inappropriate and unwarranted especially due to the fact that both inclusionary developments were previously approved both by the Courts and COAH (with one site approved as part of a prior settlement). Simply put,

the lack of a full exclusion for both of these inclusionary developments pertains to COAH's 2008 rule revisions as what is now deemed to be an acceptable affordable housing setaside for inclusionary developments that were approved years ago. In addition, although COAH's rules had always permitted payments in-lieu of construction of affordable housing to fund RCA transfers and both COAH and the Court approved countless of these developer-funded RCAs, COAH's new third round exclusion rule does not acknowledge this past practice, instead arbitrarily deeming only one type of affordable housing an appropriate means to exclude market-rate housing that funded the RCA transfer. It is unfair for COAH to retroactively apply such new standards which clearly run counter to prior Court and COAH practice. Delanco Township respectfully requests that the Court permit the full exclusion of any market-rate units built after January 1, 2004 from the previously approved Russ Farm and River's Edge prior round inclusionary developments.

The Township believes the Court should approve a complete exclusion of 431 total market-rate units at both inclusionary developments from generating an additional third round affordable housing obligation when actual growth is tallied in the future. However, to be conservative, the Township prepared this amended third round plan utilizing COAH's projected growth less COAH-eligible prior round exclusions for the Russ Farm and River's Edge inclusionary developments. Depending on the Court's ruling, the Township reserves the right to amend its plan at some point in the future. The COAH-eligible prior round exclusions are described below and then compared to the total exclusion requested for each site:

- ✓ For Russ Farm, the COAH-eligible calculation would recognize the 15 total affordable rental units that were built off-site, including 5 affordable units issued a certificate of occupancy (c.o.) after January 1, 2004. Although a total of 181 market-rate units were issued c.o.'s after Jan. 1, 2004, COAH's regulations would permit the market-rate units to be excluded as follows: 15 affordable rentals x 5.67 rental exclusion rate = 85 market-rate exclusions. In

addition, the 5 affordable units issued c.o.'s after Jan. 1, 2004 will be excluded as they were previously approved in the prior round.

**Township Exclusion Request for Russ Farm** – As 29 total affordable units were approved from Russ Farm (15 affordable rental units built off-site and 14 RCA payments), this represents a 16% affordable housing setaside ( $181 \text{ market-rate units} \div 29 \text{ affordable units}$ ) which was clearly an acceptable setaside both in the prior round and initial third round regulations. COAH's prior rules allowed both rental housing and less-dense for-sale housing to utilize a setaside of 15%. COAH's initial third round regulations were adopted with an 11.1% affordable housing setaside. Delanco Township requests that the Superior Court find that this prior Court and COAH approved inclusionary development be fully excluded from generating a growth share on the balance of 85 market-rate units that would not be excluded under a technical interpretation of COAH's revised third round regulations at *N.J.A.C. 5:97-2.4(a)*. By not excluding the balance of these 85 prior round inclusionary units, Delanco Township would be obligated to produce 21 additional affordable units ( $85 \div 4 = 21.25$ ) with no offsetting help from the inclusionary developer, nor any associated development fees or in-lieu payments. This would be a hardship on the Township.

- ✓ For River's Edge, the COAH-eligible calculation would recognize 15 affordable sale units built on-site and 14 affordable rental units which received Court-approved to be built off-site as part of the Zurbrugg Mansion redevelopment. Although a total of 250 market-rate units were or will be issued c.o.'s after Jan. 1, 2004, COAH's regulations would permit the market-rate units to be excluded as follows: 15 affordable sales x 4.0 sale exclusion rate = 60, plus 14 affordable rentals x 5.67 rental exclusion rate = 79; for total market-rate exclusions of 139 units. In addition, the 29 total affordable units would be excluded as they were previously approved.

**Township Exclusion Request for River's Edge** – As 29 total affordable units were approved from River's Edge (15 affordable sale units built on-site and 14 affordable senior rental units approved off-site), this represents an 11% affordable housing setaside (265 total units on-site ÷ 29 affordable units) which was an acceptable setaside in prior round COAH and Court settlements. In addition, COAH's initial third round regulations were adopted with an 11.1% affordable housing setaside. Delanco Township requests that the Superior Court find that this prior Court and COAH approved inclusionary development be fully excluded from generating a growth share on the balance of 111 market-rate units that would not be excluded under a technical interpretation of COAH's revised third round regulations at *N.J.A.C. 5:97-2.4(a)*. By not excluding the balance of these 111 prior round inclusionary units, Delanco Township would be obligated to produce 28 additional affordable units ( $111 \div 4 = 27.75$ ) with no offsetting help from the inclusionary developer, nor any associated development fees or in-lieu payments. This would be an additional hardship on the Township.

Thus, by not fully excluding the market-rate units from both prior court-approved inclusionary developments, the Township would have to produce 49 additional affordable units in the third round. Delanco Township requests that the Court honor the prior approvals and fully exclude these developments from producing an additional 49-unit affordable housing obligation (just slightly less than the 58 affordable units that were approved by the Court and COAH and provided by the developers of these sites.)

As discussed in detail above and according to COAH's regulations, the Township would not be eligible for a full exclusion of all 431 market-rate units in both inclusionary developments. Instead, the third round obligation would be calculated as shown in Table 22, Calculation of the Third Round Obligation per COAH's regulations.



As seen below, COAH's initial projection of 173 total affordable units is reduced per *N.J.A.C. 5:97-2.4(a)* to a 122-unit third round growth share obligation.

**Table 22. Calculation of Third Round Obligation per COAH's regulations**

<b>Residential</b>	
Projected Units	340
Exclusions	
Russ Farm – Market-rate units	- 85
Russ Farm – Affordable units off-site post 1.1.04	- 5
River's Edge – Market-rate units	- 139
River's Edge – Affordable Units On-site and Off-site	- 29
Units Creating Growth Share	82
<i>Residential Growth Share (<math>\div 5</math>)</i>	16.4
<b>Nonresidential</b>	
Projected Jobs	1,686
Exclusions	
None	0
<i>Total</i>	0
Jobs Creating Growth Share	1,686
<i>Nonresidential Growth Share (<math>\div 16</math>)</i>	105.4
<b>Total Third Round Obligation (rounded up)</b>	<b>122</b>

## **DELANCO TOWNSHIP'S AFFORDABLE HOUSING PLAN**

### **Satisfaction of the Rehabilitation Obligation**

Delanco Township has a long-standing inter-local services agreement with Burlington County. Rehabilitation efforts are administered by the Burlington County Department of Economic Development through the Home Improvement Loan Program. The Burlington County rehabilitation program uses federal Community Development Block Grant (hereinafter "CDBG") funds. According to Lou Scott, Senior Loan Officer of the Program, a total of two rehabilitations were completed after April 1, 2000 (rehabilitation documentation previously submitted as part of the Township's 2005 plan), while a third rehabilitation is just underway in the Township. Thus, at this time, Delanco Township is eligible for two rehabilitation credits against its 7-unit third round rehabilitation share.

The Township will address the 5-unit balance of the rehabilitation share through continued participation with the Burlington County Home Improvement Loan Program. The County's rehabilitation program adheres to the regulations in *N.J.A.C. 5:97-6.2*. Specifically, all rehabilitated units shall comply with the definition of a deficient unit in *N.J.A.C. 5:97-1.4*, which states, "a housing unit with health and safety code violations that require the repair or replacement of a major system". Major systems include weatherization, roofing, plumbing, heating, electricity, sanitary plumbing, lead paint abatement and/or load bearing structural systems. Rehabilitated units shall meet the applicable construction codes. Additionally, rehabilitated units shall be occupied by low or moderate income households and upon completion of the rehabilitation, ten-year affordability controls shall be placed on the property in the form of a lien or deed restriction.

Rehabilitations shall have an average hard cost of \$10,000. Delanco Township will provide funding from the affordable housing trust fund if necessary due to a

shortfall in County funds to satisfy the 5-unit balance of the rehabilitation obligation. Furthermore, Delanco will see that funding for a minimum of three rehabilitations (at least half of the remaining obligation) is available by 2014 - the midpoint of the compliance period if so needed by the County.

### **Satisfaction of the Prior Round Obligation**

Delanco Township's prior round obligation (1987-1999) is 61 units (Appendix C. to N.J.A.C. 5:97). COAH permits new construction credits, reductions and bonuses addressing a first or second round affordable housing obligation to be used to address the prior round obligation.

For the prior round, COAH requires that the Township establish the maximum number of age-restricted affordable units, the minimum number of affordable rental units and the maximum number of RCA units using the formulas below.

- Maximum Number of Prior Round RCAs = 33 units  
 $.50 \text{ (Prior Round Obligation + Rehabilitation Share - Prior Cycle Credits - Rehabilitation Credits)}$   
 $= .50 (61 + 7 - 0 - 2) = 33$
- Minimum Prior Round Rental Obligation = 16 units  
 $.25 \text{ (Prior Round Obligation - Prior Cycle Credits)}$   
 $= .25 (61 - 0) = 16, \text{ must round up}$ 
  - A rental unit available to the general public receives one rental bonus;
  - An age-restricted unit receives a 0.33 rental bonus, but no more than 50 percent of the rental obligation shall receive a bonus for age-restricted units; and
  - No rental bonus is granted in excess of the prior round rental obligation
- Maximum Number of Prior Round Senior Units = 13 units  
 $.25 \text{ (Prior Round Obligation + Rehabilitation Share - Prior Cycle Credits - Rehabilitation Credits - Transferred RCAs)}$   
 $= .25 (61 + 7 - 0 - 2 - 14) = 13$

As summarized in Table 23, Existing Credits/Bonuses/Reductions Addressing Prior Round Obligation, the Township has addressed its 61-unit prior round obligation with transferred RCAs, existing family affordable rental units, existing family affordable sale units, proposed affordable age-restricted rental units, and previously granted prior round rental bonuses.

**Table 23. Existing Credits/Bonuses Addressing Prior Round Obligation**

<b>Delanco's Prior Round Compliance Mechanisms</b>	<b>Prior Round = 61</b>
<i>RCAs: court-approved</i>	
Palmyra (funded via Russ Farm)	14
<i>Inclusionary Developments: court-approved</i>	
Russ Farm – family rentals off-site at	15
Rancocas Mews (4 units)	
Rossner Tract (9 units)	
Osmond House (1 unit)	
Russ Farm Way (1 unit)	
River's Edge	
family affordable sale units on-site	15
senior affordable rental units, court-approved at Zurbrugg Mansion	14*
<i>Prior Round Rental Bonuses</i>	
Russ Farm family rentals (15 units x 1.0)	15
River's Edge senior rentals (1 unit x 0.33)	0
<b>Total</b>	<b>73</b>
<i>Surplus (once constructed)</i>	12

\* Pursuant to N.J.A.C. 5:97-4.1(c), COAH's regulations honor the number of prior court-approved age-restricted units. The Court previously approved 14 senior units to be built on the River's Edge site. Subsequently, these 14 senior units were approved by the court to be transferred off-site to the Zurbrugg Mansion redevelopment site. Thus, 14 senior affordable units are eligible to address the prior round obligation.

### Regional Contribution Agreements

Delanco Township previously transferred funds for 14 RCA units to Palmyra Borough. All funds for the 14 RCAs were received from Russ Farm and have been transferred.

### Family Affordable Rental Units

Russ Farm, LLC, also developed 15 affordable family rental units throughout the Township. The 15 affordable units are completed, have the appropriate affordability controls through deed restrictions, and are administered by experienced affordable housing administrative agents (either Salt and Light or MEND) in accordance with the UHAC at *N.J.A.C. 5:80-26.1* et seq.

### Family Affordable Sale Units

River's Edge constructed 15 affordable family sale units on-site. The 15 affordable units are completed, have the appropriate affordability controls through deed restrictions, and are administered by Piazza & Associates in accordance with the UHAC at *N.J.A.C. 5:80-26.1* et seq.

### Senior Affordable Rental Units

The remaining 14 units of the River's Edge affordable housing obligation have been transferred in-town to the redevelopment of the Zurbrugg Mansion as approved by the court in a 'Consent Order Modifying Settlement Agreement' signed by Judge Sweeney on April 23, 2008 (see attached consent order).

The consent order required the payment of \$1.26 million to the Township to cover a portion of the purchase price to buy the Township-owned property through the

redevelopment process. Additionally, the consent order viewed the prior payment from River's Edge to purchase the Township-owned property as a credit "to the Zurbrugg Partnership, LLC ("Zurbrugg") to compensate Zurbrugg for the construction of 14 transferred age-restricted affordable housing units as part of the redevelopment of the Zurbrugg Mansion." [As a note, the consent order also states that the transfer of the 14 units "shall not alter the inclusionary classification of the Rivers Edge Project."]

The Zurbrugg Mansion site (Block 1202, Lots 1.01 through 1.03 and Block 1201/ Lots 1.01 and 1.02) was declared to be an area in need of redevelopment pursuant to Ordinance 2008-3 and, per that finding, the Township adopted a Redevelopment Plan, dated May 5, 2008, prepared Taylor Design Group (see attached redevelopment plan). As authorized by Resolution 2008-54, the Township and Zurbrugg Partnership, LLC, ("Redeveloper") entered into a Redevelopment Agreement (see attached Agreement) on a portion of the site Block 1202, Lots 1.01 through 1.03.

Lastly, the site received preliminary/final site plan approval from the Township Planning Board by resolution adopted on June 11, 2008. The site plan approval calls for a total of 8 new market-rate townhouses on the periphery of the site and the reconstruction of the Mansion into a minimum of 19 and up to 24 age-restricted affordable rental units. [The approval also permits an existing carriage house on site to be converted to a market-rate unit, however, as the dwelling exists, there would be no growth share triggered.] As noted above, 14 of the senior affordable rental units will address the court-approved transfer of 14 units from the River's Edge development. In addition, Zurbrugg must provide 2 additional affordable senior rental units to address the third round growth share generated by the 8 market-rate units on-site. The Agreement speaks to the potential for Zurbrugg to set aside additional affordable units at the site depending upon the Court's review and approval of the Township's request for full exclusion of the River's Edge market-rate units from generating a third round affordable housing obligation. Depending on the Court's ruling, Zurbrugg may also have to address 3.5 affordable units generated by the 14 units converted from on-site affordable units to market-rate units. Lastly, the agreement also permits the Township

to fund two additional affordable senior housing units at \$37,500 each or \$75,000 total. As the redeveloper will be applying for outside funding sources to convert the Mansion into 100% affordable housing, the Township has not yet determined whether to provide this funding to the Zurbrugg Partnership for two senior affordable credits.

This redevelopment is eligible for 14 reductions towards the Township's prior round fair share obligation to address the transferred River's Edge affordable units. Also, these 14 approved senior affordable rentals will address a portion of the Township's 16-unit prior round rental obligation. In addition, the Zurbrugg redevelopment will address a portion of the Township's 122-unit third round growth share obligation. The Township anticipates that the redevelopment will provide up to 10 third round affordable senior rentals. The third round units will be discussed below.

#### Prior Round Rental Component

As noted above, Delanco Township exceeded the 16-unit minimum prior round rental component through 15 existing affordable family rentals and 15 approved affordable senior rentals.

### **Satisfaction of the Third Round Obligation**

Delanco's third round obligation, pursuant to COAH's housing and job projections and as reduced through initially-eligible exclusions, is 122 units (Appendix F. to N.J.A.C. 5:97). In accordance with N.J.A.C. 5:97-2.2(e), the provision of affordable housing shall be based on the issuance of permanent certificates of occupancy for new residential units and new nonresidential building square footage.

In addition to satisfying the 122-unit third round obligation, the Township must also adhere to a minimum number of total family units, minimum rental obligation, minimum number of family rental units, a maximum number of age-restricted units, maximum number of bonuses and minimum number of very low income units. Due to

the 2008 amendments to the FHA, the Township is no longer eligible to enter into an RCA for the third round obligation.

- Minimum Third Round Family Obligation = 46 units  
 $.50 \text{ (third round obligation)} - \text{proposed bonuses} = .50(122 - 30) = 46$
- Minimum Third Round Rental Obligation = 31 units  
 $.25 \text{ (third round obligation)} = .25 (122) = 31$ , must round up
- Minimum Third Round Family Rental Obligation = 16 units  
 $.50 \text{ (third round minimum rental obligation)} = .5(31) = 16$ , must round up
- Maximum Third Round Age-restricted Units = 30 units  
 $.25 \text{ (third round obligation)} = .25 (122) = 30$ , must round down
- Maximum Third Round Bonuses = 30 bonuses  
 $.25 \text{ (third round obligation)} = .25 (122) = 30$ , must round down
- Minimum Third Round Very Low Income Units = 12 units  
 $0.13 \text{ (third round obligation)} - \text{proposed bonuses} = .13 (122 - 30) = 12$   
\*P.L. 2008, c.46 amended the FHA to require 13% of all third round affordable units to be reserved for very low income households.

As summarized in Table 24, Proposed Third Round Compliance Mechanisms, the Township proposes to address its 122-unit third round growth share obligation with a combination of affordable family rental units, affordable senior rental units, affordable family sale units and eligible third round compliance bonuses.



**Table 24. Proposed Third Round Compliance Mechanisms**

<b>Delanco Township Third Round Compliance Mechanisms</b>	<b>2008 COAH Growth Projection 122-unit obligation</b>
<i>Inclusionary Developments (Approved and Proposed)</i>	
Crossings at Delanco Station (approved) 32 affordable family rentals 32 third round compliance bonuses*	<b>32</b> <b>30</b>
Creekside (approved) 3 affordable family rentals 3 third round compliance bonuses*	<b>3</b> <b>-</b>
Rhawn Factory (proposed zoning) 14 affordable family units	<b>14</b>
Pellegrino (proposed zoning) 4 affordable family units	<b>4</b>
Zurbrugg Mansion (redeveloper's agreement) (up to 10 additional senior affordable rentals)	<b>10</b>
<i>100% Affordable Housing</i>	
Abundant Life (senior/supportive housing) at least 150 senior rental units, senior cap balance** 10% supportive/special needs	<b>20</b> <b>15</b>
<b>TOTAL</b>	<b>128</b>
<i>Third Round Surplus</i>	<i>6</i>
<i>Prior Round Surplus (once constructed)</i>	<i>12</i>

\* All eligible compliance bonuses will be achieved if the Township's future actual growth triggers more than 122 third round affordable units.

\*\* Additional senior affordable housing units at the Abundant Life site will receive credit if the Township's future actual growth triggers more than 122 third round affordable units or if the Zurbrugg Mansion redevelopment does not produce 24 total affordable senior rental units.





# Affordable Housing Sites (Existing & Proposed)

Delanco Township, Burlington County, NJ November 2008

500 250 0 500 1,000 1,500 Feet

Clarke Caton Hintz

Architecture

Planning

Landscape Architecture



## Inclusionary Developments (Approved)

### *The Crossings at Delanco Station*

The Crossings at Delanco Station (formerly referred to as the transit village site in the 2005 plan and later as Savannah Mews) inclusionary housing site is a 36.9-acre site that fronts on Coopertown Road (County Route 624). The property (Block 2100/ Lots 3.01, 3.02, 3.05, 6, 7, 8.01 and 8.02) was approved for a total of 161 units of which 24 were to be affordable, as well as a small 5,000 sq.ft. commercial building. The approved resolution contemplated the increase of the total unit count of the site to 169 units of which 32 would be affordable (8 additional affordable family rentals would replace the small commercial building). The resolution states “The preliminary Site Plan approval granted to the commercial office building lot is specifically conditioned on the Township’s right, in its sole discretion, to direct the applicant to abandon this approval and seek variances and site plan approvals needed to construct eight (8) two-bedroom affordable rental units on the lot instead of the 5,000 square foot office building approved herein.” (See attached Resolution 2008-13) Thus, the Township has chosen to direct the applicant to provide 32 affordable family rental units on the site. The 32 affordable units will have access to all of the community amenities available to the market rate units.

The approved development is adjacent to the Delanco River Line Transit Station which provides light rail service between Camden and Trenton as well as connections to points beyond throughout the northeast. The site is surrounded by single family residences built as part of Newton’s Landing (formerly Russ Farm) and the Rancocas Creek. The inclusionary development will be served by public water and sewer.

COAH's rules at *N.J.A.C. 5:97-6.4* "Zoning for Inclusionary Development" are addressed as follows:

✓Site Suitability – As the inclusionary development has local municipal approvals, the site is found to be suitable pending the developer's receipt of outside agency approvals including DEP's as the site fronts Rancocas Creek.

Like all of Delanco Township, the site is located in the Metropolitan Planning Area, PA 1 pursuant to the 2001 Policy Map of the State Development and Redevelopment Plan (hereinafter "2001 State Plan Map"). Pursuant to *N.J.A.C. 5:97-3.13(b)1*, the PA 1 State Plan designation of the site provides a presumption of validity regarding consistency with the State Development and Redevelopment Plan. According to COAH's regulations, a PA 1 site is the preferred location for a municipality to address its affordable housing obligation.

✓Administrative Entity – The developer of the Crossings at Delanco Station site will contract with an experienced affordable housing administrator to administer the affordable units. The affordable units will have 30-year affordability controls and will be affirmatively marketed. The experienced administrator will income qualify applicants and will provide long-term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:97 et seq.* and the UHAC per *N.J.A.C. 5:80-26*.

✓Low/Moderate Income Split – At least half of all the affordable units at the Crossings at Delanco Station site will be affordable to low income households per *N.J.A.C. 5:97-3.3* and the UHAC at *N.J.A.C. 5:80-26*. In the case of an odd number of affordable units, the split will always be in favor of the low income unit per *N.J.A.C. 5:97-3.3* and the UHAC at *N.J.A.C. 5:80-26*. P.L. 2008, c.46 amended the FHA to require 13% of all third round affordable units to be reserved for very low income households, thus four of the total of 32 affordable units will be affordable to very low income households (which are part of the total number of low income units).

- ✓Affirmative Marketing – The affordable units will be affirmatively marketed in accordance with COAH’s rules at *N.J.A.C. 5:97 et seq.* and the UHAC per *N.J.A.C. 5:80-26*.
- ✓Controls on Affordability – The affordable units will have 30-year affordability control deed restrictions in accordance with *N.J.A.C. 5:97 et seq.* and *N.J.A.C. 5:80-26*.
- ✓Bedroom Distribution – The affordable units on the site will meet the bedroom distribution requirement pursuant to UHAC requirements at *N.J.A.C. 5:80-26*.
- ✓Accessible and Adaptable – The affordable units at the Crossings at Delanco Station site will meet the accessible and adaptable requirements pursuant to state law and COAH’s regulations at *N.J.A.C. 5:97-3.14*.

In addition, the Township is eligible for compliance bonuses for the Crossings at Delanco Station approval in accordance with *N.J.A.C. 5:97-3.17*. The inclusionary development received preliminary/final approval prior to June 2, 2008, the inclusionary zoning authorizing the development was included in the Township’s initial third round plan adopted and submitted in 2005, the approved affordable units will be built on-site and the approved affordable family rentals are eligible for third round credit. Although all 32 approved units may receive a compliance bonus, initially, the Township is capped at 30 bonuses based on the COAH-projected growth share of 122 units. If the Township’s future growth triggers more than 122 third round affordable units, the Township will be eligible for an additional 2 compliance bonuses from the Crossings at Delanco Station approval to help address the Township’s increased obligation.

Lastly, the approval of 32 affordable family rentals addresses the Township’s minimum third round rental obligation.

### *Creekside*

The Creekside inclusionary development (formerly referred to as the Burlington Avenue site in the 2005 plan) is an 18-acre site that fronts on Burlington Avenue (County Route 543). The property (Block 1802/Lot 2)) was approved for a total of 28 units of which 3 are affordable (see attached Resolution 2007-14.) The 3 affordable units are required to be affordable family rentals.

The approved development is adjacent to an existing residential neighborhood and is surrounded by the River's Edge inclusionary development (the bulk of which is diagonally across Burlington Avenue.) The Creekside inclusionary development will be served by public water and sewer.

COAH's rules at *N.J.A.C. 5:97-6.4* "Zoning for Inclusionary Development" are addressed as follows:

✓Site Suitability – As the inclusionary development has local municipal approvals, the site is found to be suitable pending the developer's receipt of outside agency approvals including DEP's as the site is adjacent to a waterway called Bogg's Ditch.

Like all of Delanco Township, the site is located in the Metropolitan Planning Area, PA 1 pursuant to the 2001 Policy Map of the State Development and Redevelopment Plan (hereinafter "2001 State Plan Map"). Pursuant to *N.J.A.C. 5:97-3.13(b)1*, the PA 1 State Plan designation of the site provides a presumption of validity regarding consistency with the State Development and Redevelopment Plan. According to COAH's regulations, a PA 1 site is the preferred location for a municipality to address its affordable housing obligation.

✓Administrative Entity – The developer of Creekside will contract with an experienced affordable housing administrator to administer the affordable units. The affordable units will have 30-year affordability controls and will be affirmatively marketed. The experienced administrator will income qualify applicants and will provide long-term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:97 et seq.* and the UHAC per *N.J.A.C. 5:80-26*.

✓Low/Moderate Income Split – As noted in the approved final site plan resolution dated August 7, 2007 (Resolution 2007-14), the Planning Board approved a waiver allowing all three affordable units to be moderate income, instead of the required split of two low income units and one moderate income unit (COAH's rules require an odd number of total affordable units to favor a low-income unit). The Township respectfully requests a waiver from the Court to approve this limited modification of the low/moderate income split. Delanco will ensure that the overall low/moderate income split of all affordable housing units in the Township will meet the 50/50 low/moderate income split.

✓Affirmative Marketing – The affordable units will be affirmatively marketed in accordance with COAH's rules at *N.J.A.C. 5:97 et seq.* and the UHAC per *N.J.A.C. 5:80-26*.

✓Controls on Affordability – The affordable units will have 30-year affordability control deed restrictions in accordance with *N.J.A.C. 5:97 et seq.* and *N.J.A.C. 5:80-26*.

✓Bedroom Distribution –The affordable units on the site will meet the bedroom distribution requirement pursuant to UHAC requirements at *N.J.A.C. 5:80-26*.

✓Accessible and Adaptable – The affordable units at Creekside will meet the accessible and adaptable requirements pursuant to state law and COAH's regulations at *N.J.A.C. 5:97-3.14*.

In addition, the Township is eligible for compliance bonuses for the Creekside approval in accordance with *N.J.A.C.* 5:97-3.17. The inclusionary development received preliminary/final approval prior to June 2, 2008, the inclusionary zoning authorizing the development was included in the Township's initial third round plan adopted and submitted to the court in 2005, the approved affordable units will be built on-site and the approved affordable family rentals are eligible for third round credit. Although all 3 approved units may receive a compliance bonus, initially, the Township is capped at 30 bonuses based on the COAH-projected growth share of 122 units. If the Township's future growth triggers more than 122 third round affordable units, the Township will be eligible to receive credit for these 3 compliance bonuses from the Creekside approval to help address the Township's increased obligation.

Lastly, the approval of 3 affordable family rentals addresses the Township's minimum third round rental obligation.

### Inclusionary Zoning (Proposed)

#### *Rhawn Site*

The Rhawn site is proposed for inclusionary zoning and is an approximately 7-acre site that fronts on Railroad Avenue and is located behind the Delanco River Line Station (see site aerial map). The site is also bounded by the Rancocas Creek as well the approved inclusionary development – The Crossings at Delanco Station. When zoned at a density of eight units per acre, the property (Block 2100, Lot 1) is expected to yield a total of 56 units, of which 14 would be affordable (25% affordable housing setaside). The 14 affordable units shall be family units and may not be age-restricted units.





BLOCK 2100 LOT 1

# Proposed Inclusionary Zoning - Rhawn

Delanco Township, Burlington County, NJ November 2008

100 50 0 100 200 300 Feet



Clarke Caton Hintz

Architecture

Planning

Landscape Architecture



The property is currently zoned I-1 Industrial district and houses the Rhawn factory. The property is surrounded by single family residences (across the railroad tracks) and the 2008 approved Crossings at Delanco Station residential inclusionary development. The site is currently served by public water and sewer. The site is owned by the developer of the adjacent Crossings at Delanco Station inclusionary development and the owner has expressed willingness to Township officials of redeveloping the site as an inclusionary residential development in the future.

COAH's rules at *N.J.A.C. 5:97-6.4* "Zoning for Inclusionary Development" are addressed as follows:

✓Site Suitability – Site Suitability – The site is suitable as defined in COAH's regulations at *N.J.A.C. 5:97-3.13* "Suitable Site". There are no encumbrances which preclude the development of affordable housing on the property. The site is adjacent to residential land uses and a commuter train station as noted above. The site has access to Railroad Avenue and the parking lot to the train station. There are no historic structures listed on the State or National Historic Registers on the site, and the property is not within an historic district listed on the State or National Historic Registers.

According to a letter from the Township, water and sewer infrastructure are currently available at the site and there is sufficient water and sewer capacity to meet the needs of the proposed development. The site can be developed consistent with the Residential Site Improvement Standards and all other state regulations such as those of DEP. Similar to the adjacent Newton's Landing and the Crossings at Delanco Station, the Rhawn site is adjacent to the Rancocas Creek and must appropriately address the attendant flood plain regulations of DEP.

Like all of the Township, the site is located in the Metropolitan Planning Area, PA 1 pursuant to the 2001 Policy Map of the State Development and Redevelopment Plan

(hereinafter “2001 State Plan Map”). Pursuant to *N.J.A.C. 5:97-3.13(b)1*, the PA 1 State Plan designation of the site provides a presumption of validity regarding consistency with the State Development and Redevelopment Plan. According to COAH’s regulations, a PA 1 site is the preferred location for a municipality to address its affordable housing obligation.

✓ Compensatory benefit – COAH’s revised third round regulations require a municipality to provide a developer with a compensatory benefit for the provision of affordable housing through inclusionary zoning. Specifically, COAH requires minimum presumptive densities and maximum presumptive setbacks by State Plan planning areas. Through proposed inclusionary zoning, the Township will provide a density of eight units per acre with a maximum affordable housing setback of 25%. In addition, the rezoning of the site from industrial to higher density residential is another compensatory benefit to the owner of the site.

✓ Amenities – The affordable units at the Rhawn site shall have the same heating source as the market rate units and will have access to all community amenities available to the market rate units in the development.

✓ Administrative Entity – The developer of the Rhawn site must contract with an experienced affordable housing administrator to administer the affordable units. The affordable units will have 30-year affordability controls and will be affirmatively marketed. The experienced administrator will income qualify applicants and will provide long-term administration of the units in accordance with COAH’s rules at *N.J.A.C. 5:97 et seq.* and the UHAC per *N.J.A.C. 5:80-26*.

✓ Low/Moderate Income Split – At least half of all the affordable units at the Rhawn site shall be affordable to low income households per *N.J.A.C. 5:97-3.3* and the UHAC at *N.J.A.C. 5:80-26*. In the case of an odd number of affordable units, the split will always be in favor of the low income unit per *N.J.A.C. 5:97-3.3* and the UHAC at *N.J.A.C. 5:80-26*. If the ultimate product developed on site is affordable

rental units, then 13% must be affordable to very-low income households in accordance with the amended FHA.

✓Affirmative Marketing – The affordable units at the Rhawn site shall be affirmatively marketed in accordance with COAH’s rules at *N.J.A.C. 5:97 et seq.* and the UHAC per *N.J.A.C. 5:80-26*.

✓Controls on Affordability – The affordable units shall have 30-year affordability control deed restrictions in accordance with *N.J.A.C. 5:97 et seq.* and *N.J.A.C. 5:80-26*.

✓Bedroom Distribution – The affordable units shall meet the bedroom distribution requirement pursuant to UHAC requirements at *N.J.A.C. 5:80-26*.

✓Accessible and Adaptable – The affordable units on the Rhawn site shall meet the accessible and adaptable requirements pursuant to COAH’s regulations at *N.J.A.C. 5:97-3.14*.

### *Pellegrino Site*

The Pellegrino site is proposed for inclusionary zoning and is an approximately 2.2-acre site that fronts on Burlington Avenue (C.R. 543). The Pellegrino site is surrounded on two sides by the River’s Edge inclusionary development and also the existing Distributec warehouse/manufacturing site along the Delaware River (see site aerial map). When zoned at a density of eight units per acre, the property (Block 500, Lot 2.01) is expected to yield a total of 17 units, of which 4 would be affordable (25% affordable housing setaside). The 4 affordable units shall be family units and may not be age-restricted units.







The property is currently zoned I-1 Industrial district and houses an existing commercial business called Interstate Trucking. The site is virtually entirely paved over. The site is currently served by public water and sewer.

COAH's rules at *N.J.A.C. 5:97-6.4* "Zoning for Inclusionary Development" are addressed as follows:

✓Site Suitability – The Pellegrino site is suitable as defined in COAH's regulations at *N.J.A.C. 5:97-3.13* "Suitable Site". There are no encumbrances which preclude the development of affordable housing on the property. The site is adjacent to residential land uses on two sides and is also across Burlington Avenue from a residential development known as Willow Acres. Although the site is adjacent to a large non-residential use – Distributec – it is important to note that the almost completely built River's Edge inclusionary development is also alongside the Distributec buildings. The Pellegrino site has access to Burlington Avenue. There are no historic structures listed on the State or National Historic Registers on the site, and the property is not within an historic district listed on the State or National Historic Registers.

According to a letter from the Township, water and sewer infrastructure are currently available at the site and there is sufficient water and sewer capacity to meet the needs of the proposed development. The site can be developed consistent with the Residential Site Improvement Standards and all other state regulations such as those of DEP.

Like all of the Township, the site is located in the Metropolitan Planning Area, PA 1 pursuant to the 2001 Policy Map of the State Development and Redevelopment Plan (hereinafter "2001 State Plan Map"). Pursuant to *N.J.A.C. 5:97-3.13(b)1*, the PA 1 State Plan designation of the site provides a presumption of validity regarding consistency with the State Development and Redevelopment Plan. According to

COAH's regulations, a PA 1 site is the preferred location for a municipality to address its affordable housing obligation.

✓ Compensatory benefit – COAH's revised third round regulations require a municipality to provide a developer with a compensatory benefit for the provision of affordable housing through inclusionary zoning. Specifically, COAH requires minimum presumptive densities and maximum presumptive setbacks by State Plan planning areas. Through proposed inclusionary zoning, the Township will provide a density of eight units per acre with a maximum affordable housing setback of 25%. In addition, the rezoning of the site from industrial to higher density residential is another compensatory benefit to the owner of the site.

✓ Amenities – The affordable units at the Pellegrino site shall have the same heating source as the market rate units and shall have access to all community amenities available to the market rate units in the development.

✓ Administrative Entity – The developer of the Pellegrino site shall contract with an experienced affordable housing administrator to administer the affordable units. The affordable units shall have 30-year affordability controls and will be affirmatively marketed. The experienced administrator shall income qualify applicants and shall provide long-term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:97 et seq.* and the UHAC per *N.J.A.C. 5:80-26*.

✓ Low/Moderate Income Split – At least half of all the affordable units at the Pellegrino site shall be affordable to low income households per *N.J.A.C. 5:97-3.3* and the UHAC at *N.J.A.C. 5:80-26*. In the case of an odd number of affordable units, the split will always be in favor of the low income unit per *N.J.A.C. 5:97-3.3* and the UHAC at *N.J.A.C. 5:80-26*. If the ultimate product developed on site include affordable rental units, then 13% must be affordable to very-low income households in accordance with the amended FHA.

- ✓Affirmative Marketing – The affordable units at the Pellegrino site shall be affirmatively marketed in accordance with COAH’s rules at *N.J.A.C.* 5:97 et seq. and the UHAC per *N.J.A.C.* 5:80-26.
- ✓Controls on Affordability – The affordable units shall have 30-year affordability control deed restrictions in accordance with *N.J.A.C.* 5:97 et seq. and *N.J.A.C.* 5:80-26.
- ✓Bedroom Distribution – The affordable units shall meet the bedroom distribution requirement pursuant to UHAC requirements at *N.J.A.C.* 5:80-26.
- ✓Accessible and Adaptable – The affordable units on the Pellegrino site shall meet the accessible and adaptable requirements pursuant to COAH’s regulations at *N.J.A.C.* 5:97-3.14.

## Redevelopment Plan

### *Zurbrugg Mansion*

As the redevelopment of the Zurbrugg Mansion calls for up to 24 age-restricted affordable rental units and 14 of the units are to address the River’s Edge prior round fair share obligation, the Township anticipates up to 10 additional third round affordable senior housing units to address its third round affordable housing obligation (see full discussion of the Redevelopment Agreement between the Township and Zurbrugg, as well as the municipal site plan approval earlier in this document under Satisfaction of the Prior Round.) As noted above, of the 10 potential third round affordable senior units, Zurbrugg must provide 2 to address the third round growth share generated by the 8 market-rate units on-site. In addition, the Agreement speaks to the potential for Zurbrugg to set aside additional affordable units at the site depending upon the Court’s review and approval of the Township’s request for full exclusion of the River’s Edge



market-rate units from generating a third round affordable housing obligation. Depending on the Court's ruling, Zurbrugg may also have to address 3.5 affordable units generated by the 14 units converted from on-site affordable units to market-rate units. Also, the agreement permits the Township to fund two additional affordable senior housing units at \$37,500 each or \$75,000 total. As the redeveloper will be applying for outside funding sources to convert the Mansion into 100% affordable senior housing, the Township has not yet determined whether to provide this funding to the Zurbrugg Partnership for two senior affordable credits.

Thus, the balance of up to 10 approved senior affordable rentals will address a portion of the Township's third round rental obligation and a portion of the Township's COAH-projected 122-unit third round growth share obligation.

### 100 Percent Affordable Development

#### *Abundant Life (Senior and Special Needs Affordable Housing)*

This 44.83 acre site in Delanco Township (Block 2200, Lots 2.01 and 3) is part of a larger 52.3-acre tract which includes a 7-acre portion in neighboring Edgewater Park Township. The Abundant Life site is located along NJ State Highway Route 130 at the intersection with Creek Road (see site aerial map) and currently houses a church and educational facilities (located in Edgewater Park). Representatives of Abundant Life have proposed to Delanco Township to develop a 100% affordable senior rental community on the site along with a small amount of commercial uses to serve regional needs with the Route 130 frontage as well as to serve the needs of the proposed senior community.

Abundant Life ultimately proposes to develop a 100% affordable senior housing community including a portion supportive/special needs housing, consisting of a mix of housing types including single-family duplexes and multi-family units in a series of multi-story structures. The developer has proposed 200+ total residences. As the

development will be built in phases, initially, the Township contemplates at least 150 total residential units on the site. For the small non-residential component, Abundant Life envisions a 20,000 square foot medical office as well as a pharmacy.

As discussed above, with COAH's initial 25% senior cap, the Township will initially be eligible for at least 20 reductions for the proposed senior affordable housing units and for 15 supportive housing/special needs units (10% of the minimum 150 total units). In addition, depending on the total number of affordable senior housing units created at the Zurbrugg Mansion, the Township may be eligible for additional senior affordable housing reductions early on.

Abundant Life has a subsidiary community development corporation (CDC) that will develop the site and apply for outside funding sources such as Federal Low Income Housing Tax Credits as well as Special Needs Housing Trust Fund monies, County HOME funds, Federal Home Loan Bank Fund, the State's newly established Affordable Housing Trust Fund and other funding sources.

As excerpted from the Township's draft Land Use Plan Element prepared by the Taylor Design Group and currently under consideration by the Township's Planning Board, the Abundant Life site and proposal are more fully described below:

"The site is located in the C-3 Zoning District, where houses of worship are permitted as Conditional Uses. A sizable undeveloped portion of the site is located between the church facilities and Rancocas Creek.

The plan is to have pedestrian linkages from the housing to the church, commercial uses and adjacent Pennington Park to the west.

The site is located on the periphery of town, however is closer to the services on Route 130 than are the residences in the center of town. It is anticipated that a majority of the residents will be retired; therefore direct access to transit will generally not be necessary on a daily basis.

It is also anticipated that a shuttle service will be provided by the village to take residents to the RiverLINE station, the bus stops on Route 130 that run between Trenton and Philadelphia, shopping, medical complexes, etc. In any event, any concept for the site should include a bus pull-off area so that a stop can be added to the Route 130 line.

A compact village format centered around Holiday Lake and the interior of the site is encouraged that will serve to reduce impervious coverage, reduce construction costs, increase opportunities for a higher quality project in terms of design, materials, amenities such as landscaping, outdoor gathering spaces and walking paths and increase pedestrianism. Based on a gross acreage of 44.83 acres, a density of 4.25 units per acre would be appropriate in buildings ranging between one and three stories in height. Four-story buildings may be appropriate at the center of the site if they are set back from adjacent property lines, and the increased building height is used as a tool to reduce building costs, reduce impervious coverage and enhance building design, materials, quality and amenities. Some reduction in the parking requirement for the commercial uses may be warranted if it can be demonstrated that a majority of the customers are coming from within the site itself. In order to effectuate the goals of the Route 130/River Route Strategic Plan prepared by the County, the site's Route 130 frontage should be heavily landscaped and signage square-footage and height should be kept to a minimum. Sidewalk should be provided along all roadways. Parking for commercial uses should be set behind the buildings to the extent practicable. Commercial buildings should be at least 2 stories in height. Approval of a General Development Plan prior to submission of preliminary and final plans is recommended."

COAH's Third Round rules at *N.J.A.C.* 5:97-6.7 "Municipally Sponsored and 100 Percent Affordable Developments" are addressed as follows:

- ✓ Site Control – Abundant Life owns the property.





BLOCK 2200 LOTS 2.01, 3, 4, 6, 7, 8 & 9 DELANCO TOWNSHIP  
BLOCK 401 LOTS 1 & 2 EDGEWATER TOWNSHIP

# 100% Affordable Housing Site - Abundant Life

Delanco Township, Burlington County, NJ November 2008

150 75 0 150 300 450 Feet



Clarke Caton Hintz

Architecture

Planning

Landscape Architecture



✓Site Suitability – The site is suitable as defined in COAH’s regulations at *N.J.A.C.* 5:97-3.13 “Suitable Site.” There are no encumbrances that preclude development of affordable housing on the site.

While a portion of the site adjacent to the Rancocas Creek is environmentally constrained with a band of wetlands as depicted on DEP’s wetland mapping (see site aerial map), the site has adequate developable land to accommodate the proposed senior affordable housing community. After accounting for the constraints, the site has sufficient developable land that is suitable for affordable housing.

Like all of Delanco, the site is located in the Metropolitan Planning Area, PA 1, pursuant to the 2001 Policy Map of the State Development and Redevelopment Plan (hereinafter “2001 State Plan Map”). Pursuant to *N.J.A.C.* 5:97-3.13(b)1, the PA 1 State Plan designation of the site provides a presumption of validity regarding consistency with the State Development and Redevelopment Plan. According to COAH’s regulations, a PA 1 site is the preferred location for a municipality to address its affordable housing obligation.

The site is adjacent to Pennington Park (a County-owned-park) and is located along a commercial thoroughfare that serves all of western Burlington County as well as points throughout the state. In addition, intersecting Creek Road leads to the center of the Township. There are no historic structures listed on the State or National Historic Registers on the site, and the property is not within an historic district listed on the State or National Historic Registers.

As noted earlier, the site is within the Township’s water service area but will be served by the Willingboro Sewerage Authority. The Township confirmed the availability of sufficient sewer and water capacity to service the site. Also, the site can be developed consistent with the Residential Site Improvement Standards (“RSIS”) and all other regulations of agencies with jurisdiction over the site, i.e. DEP.

✓Administrative Entity – The Township will require the ultimate affordable housing management entity of Abundant Life to be certified by COAH as an experienced affordable housing provider to develop and administer the affordable units pursuant to COAH’s regulations and the UHAC. Once certified, Abundant Life’s management entity will affirmatively market the units, income qualify applicants, place 30-year affordability control deed restrictions on the units and provide long-term administration and management of the rental units in accordance with COAH rules at *N.J.A.C. 5:97 et seq.* and the UHAC per *N.J.A.C. 5:80-26*.

✓Low/Moderate Income Split – At least half of the units on the Abundant Life site will be affordable to low income households. If an odd number of affordable units occur, the low/moderate income split will always favor the low income unit per *N.J.A.C. 5:97-3.3* and the UHAC at *N.J.A.C. 5:80-26*. In addition, to address the 2008 amended Fair Housing Act, the Township will ensure that at least 13% of the units will be affordable to very low income households (initially at least 20 very low income units (minimum 150 x 13%).

✓Affirmative Marketing – The units will be affirmatively marketed in accordance with COAH’s rules at *N.J.A.C. 5:97-9* and the UHAC per *N.J.A.C. 5:80-26*.

✓Controls on Affordability – The Township will require a minimum of 30-year affordability control deed restrictions on the units in accordance with *N.J.A.C. 5:97 et seq.* and *N.J.A.C. 5:80-26*.

✓Bedroom Distribution – The units will be required to be developed in accordance with the UHAC requirements regarding bedroom distribution in accordance with *N.J.A.C. 5:80-26*. The UHAC permits all senior units to be one-bedroom units. Any proposed studio apartments would have to be off-set with 2-bedroom units.

✓Funding – Abundant Life anticipates applying to outside funding sources including, but not limited to, Low Income Housing Tax Credits, NJ Department of Community Affairs (DCA's) Balanced Housing Funds, Federal Home Loan Bank funds, County HOME funds. Abundant Life has requested that the Township provide financial assistance from its affordable housing trust account for upfront pre-development costs. The Township will assess this request at a future date and may revise its spending plan if necessary. Abundant Life has developed a financial pro forma for developing the first phase of site. See attached Abundant Life Pro Forma.

✓Construction Schedule – Abundant Life has developed a construction schedule for developing the first phase of the site and anticipates that the first phase will begin construction in 2011. See attached Abundant Life Project Schedule. The Project Schedule notes each step in the development process including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, and beginning of construction. The experienced affordable housing developer will be responsible for monitoring the construction and overall development activity.

### **Very Low Income Units**

Pursuant to the 2008 amendments to the Fair Housing Act, P.L. 2008, c.46, municipalities must provide very low income units equal to 13% of the future units satisfying the third round obligation. Delanco Township intends to satisfy its 12-unit very low income requirement with four family rental units at Crossings at Delanco Station and two special needs units and six senior rental units on the Abundant Life site. Depending on whether affordable rentals are produced from either the Rhawn or Pellegrino inclusionary zoning, there may be additional very low income units.

## **Affordable Units Meeting the Third Round Obligation**

Delanco Township has met its 122-unit third round obligation through affordable family rentals on two approved sites – Crossings at Delanco Station and Creekside, affordable family housing from proposed new inclusionary zoning on two sites (Rhawn and Pellegrino), affordable senior rental housing from the approved redevelopment of the Zurbrugg Mansion, and affordable senior rental and special needs housing from the proposed 100% affordable housing on the Abundant Life site, as well as eligible third round compliance bonuses.

- The 46-unit family obligation has been satisfied with 32 family rentals approved at Crossings at Delanco Station, 3 affordable family rentals approved at Creekside, proposed inclusionary zoning for 14 affordable family units on the Rhawn site and 4 affordable family units on the Pellegrino site.
- The 31-unit rental obligation has been satisfied 32 family rentals approved at Crossings at Delanco Station, 3 affordable family rentals approved at Creekside, up to 10 senior affordable rentals at Zurbrugg and at least 5 of the minimum 20 credit-eligible senior rentals proposed on the Abundant Life site.
- The 16-unit family rental obligation has been satisfied with 32 family rentals approved at Crossings at Delanco Station and 3 affordable family rentals approved at Creekside.
- The Township's plan includes the maximum number of senior units permitted at this time based on a 122-unit growth share – 30 affordable senior units – which will be met with up to 10 affordable senior rentals at Zurbrugg and at least 20 of the 150+ senior affordable units on the Abundant Life site. Additional senior affordable housing units at the Abundant Life site will receive credit if the Township's future growth triggers more than 122 third round affordable units or if the Zurbrugg Mansion redevelopment does not produce 24 total affordable senior rentals.
- The Township has included 30 eligible compliance bonuses from the Crossings at Delanco Station approval which does not exceed the initial bonus cap. If the



Township's future growth triggers more than 122 third round affordable units, additional compliance bonuses from the Crossings at Delanco Station approval and the Creekside approval will help address the Township's increased obligation. Also, as rental bonuses are calculated as part of the bonus cap, the Township may be eligible for future rental bonuses although only one-type of bonus per unit is permitted.

- The Township intends to meet the 12-unit very low income requirement with four very low family rental units that must be provided at Crossings at Delanco Station pursuant to the amended FHA and 2 special needs units and six senior rental units that are proposed on the Abundant Life site. Depending on whether affordable rentals are produced from either the Rhawn or Pellegrino inclusionary zoning, there may be additional very low income units.

Table 25. Affordable Units Meeting the Third Round Growth Share Obligation

<b>Delanco Township Third Round Compliance Mechanisms</b>	<b>2008 COAH Growth Projection 122-unit obligation</b>
<i>Inclusionary Developments (Approved and Proposed)</i>	
Crossings at Delanco Station (approved) 32 affordable family rentals 32 third round compliance bonuses*	<b>32</b> <b>30</b>
Creekside (approved) 3 affordable family rentals 3 third round compliance bonuses*	<b>3</b> <b>-</b>
Rhawn Factory (proposed inclusionary zoning) 14 affordable family units	<b>14</b>
Pellegrino (proposed inclusionary zoning) 4 affordable family units	<b>4</b>
Zurbrugg Mansion (approved redeveloper's agreement) (up to 10 additional senior affordable rentals)	<b>10</b>
<i>100% Affordable Housing - proposed</i>	
Abundant Life Site (senior/supportive housing) at least 150 senior rental units, senior cap balance** 10% supportive/special needs	<b>20</b> <b>15</b>
<b>TOTAL</b>	<b>128</b>
<i>Third Round Surplus</i>	<i>6</i>
<i>Prior Round Surplus (once constructed)</i>	<i>12</i>

\* All eligible compliance bonuses will be achieved if the Township's future actual growth triggers more than 122 third round affordable units.

\*\* Additional senior affordable housing units at the Abundant Life site will receive credit if the Township's future actual growth triggers more than 122 third round affordable units or if the Zurbrugg Mansion redevelopment does not produce 24 total affordable senior rental units.





# Affordable Housing Sites (Existing & Proposed)

Delanco Township, Burlington County, NJ November 2008

500 250 0 500 1,000 1,500 Feet

Clarke Caton Hintz

Architecture

Planning

Landscape Architecture



## SUMMARY AND IMPLEMENTATION SCHEDULE

The rehabilitation program, to be administered by Burlington County, will satisfy the 5-unit balance of the Township's rehabilitation obligation. The Township addressed its 61-unit prior round obligation with transferred RCAs, existing family affordable sale units, existing affordable family rental units and prior round rental bonuses. In addition, Delanco Township permitted off-site affordable senior units (court-approved) to be added the Township's prior round compliance efforts. Delanco will meet its 122-unit third round growth share obligation with family affordable rentals, senior affordable rentals with some special needs rental units, affordable family units and eligible third round compliance bonuses.

The Township will continue its participation in Burlington County's rehabilitation program to satisfy the remaining 5-unit rehabilitation obligation. As discussed, and pursuant to *N.J.A.C. 5:97-6.2(b)3.*, if the County has a shortfall of rehabilitation funds, Delanco Township will provide sufficient dollars to fund no less than half (3) of the remaining municipal rehabilitation component by the middle of substantive certification, 2014.

The Township has made substantial progress in addressing its prior round obligation. Delanco has transferred all of the funds necessary for its RCA. The off-site family rental units funded by Russ Farm are constructed and are appropriately deed restricted. The on-site family sale units at River's Edge are constructed and are appropriately deed restricted. Additionally, Delanco has approved the redevelopment of the Zurbrugg Mansion, which will result in the construction of senior affordable units that will address the balance of River's Edge's affordable housing obligation.

Furthermore, the Township is working to address its third round obligation through approved inclusionary developments (the Crossings at Delanco Station and Creekside) and proposed inclusionary zoning (the Rhawn Factory and Pellegrino sites), as well as the approved redevelopment at Zurbrugg and the proposed non-profit

sponsored 100% affordable development at the Abundant Life site. Delanco Township respectfully requests that the court rule on whether the two prior round inclusionary developments - River's Edge and Russ Farm – will be fully excluded from generating an additional third round growth share. If the court honors the prior approvals and exempts all of the market-rate units from these two prior developments, then based on actual and projected growth the realistic opportunity for approximately 18 affordable units/bonuses may be required to be in place at the time of the first plan evaluation (initially two years after receipt of the court repose), pursuant to *N.J.A.C. 5:96-10.1*.

As Delanco has addressed the vast majority of the balance of its prior round obligation and its third round growth share obligation through approved inclusionary developments, approved redevelopment and future adopted inclusionary zoning, the Township will have provided a realistic opportunity for significantly more than 18 affordable units by the first plan evaluation.

Table 26, Implementation Schedule, outlines the Township's timeline for meeting the balance of its third round fair share obligation which consists of the Abundant Life senior/supportive housing proposal. As shown on Table 26, the Township anticipates that Abundant Life may be under construction with its first phase in 2011 and then a second phase in 2015.

**Table 26. Implementation Schedule**

Program/Bonus	Existing Units	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total Units
Rehabilitation program	2	1	1	1	1	1						7
Abundant Life – senior units				90				45+				135
Abundant Life – special needs units				10				5+				15
<b>Total Units</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>101</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>157</b>

## **COST GENERATION**

Delanco Township's Land Development Ordinance has been reviewed to eliminate unnecessary cost generating standards; it provides 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. Furthermore, development applications containing affordable housing shall be reviewed for consistency with the Land Development Ordinance, Residential Site Improvement Standards (*N.J.A.C. 5:21-1 et seq.*) and the mandate of the Fair Housing Act regarding unnecessary cost generating features. Delanco shall comply with COAH's requirements for unnecessary cost generating requirements, *N.J.A.C. 5:97-10.2*, procedures for development applications containing affordable housing, *N.J.A.C. 5:97-10.3*, and requirements for special studies and escrow accounts where an application contains affordable housing, *N.J.A.C. 5:97-10.4*.

## **MONITORING**

In accordance with *N.J.A.C. 5:96-11*, the Township shall complete the annual monitoring reports of the Affordable Housing Trust Fund and of the affordable housing units and programs. Furthermore, the Township will assist the Court with the biennial plan evaluation, pursuant to *N.J.A.C. 5:96-10*, where the actual growth of housing units and jobs is compared to the provision of affordable housing beginning two years after the court's grant of compliance and repose. If upon any biennial review the difference between the number of affordable units constructed or provided through a realistic opportunity such as inclusionary zoning or development approvals in the Township and the number of units required pursuant to *N.J.A.C. 5:97-2.4* results in a pro-rated production shortage of 10 percent or greater, the Township is not adhering to its implementation schedule pursuant to *N.J.A.C. 5:97-3.2(a)4*, or the mechanisms addressing the projected growth share obligation no longer present a realistic opportunity for the creation of affordable housing, the Township may be required by the

Superior Court to amend its plan in conformance with *N.J.A.C.* 5:96-14 to address the affordable housing obligation set forth in *N.J.A.C.* 5:97-2.5.

## **FAIR SHARE ORDINANCES AND AFFIRMATIVE MARKETING**

The Township of Delanco has prepared an Affirmative Marketing and Fair Share Ordinance in accordance with COAH's substantive rules, *N.J.A.C.* 5:97-9, and the UHAC at *N.J.A.C.* 5:80-26. The Township's Fair Share Ordinance will govern the establishment of affordable units in the Township 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 prices, affirmative marketing, income qualification, etc.

To conduct affirmative marketing and monitoring of affordable units, the Township will require developers to contract with an experienced affordable housing administrator for the administration of future affordable housing units located at the Crossings at Delanco Station site, the Creekside site, and both the Rhawn and Pellegrino sites. Additionally, the Township will require that an experienced senior affordable housing provider administer the affordable housing at the Zurbrugg site and an experienced senior and special needs provider administer the affordable housing at the Abundant Life site.

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 Township. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in Housing Region #5, consisting of Burlington, Camden and Gloucester counties.

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 to *N.J.A.C. 5:80-26*. All newly created affordable units will comply with the thirty-year affordability control required by UHAC, *N.J.A.C. 5:80-26-5* and *5:80-26-11*. 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 affordable units, etc.) are the responsibilities of the developers of the affordable units. This requirement is included in the Township's fair share ordinance and shall be a condition of any municipal development approval.

## **AFFORDABLE HOUSING TRUST FUND**

The Township has collected development fees since October 1997, when COAH approved the Township's first development fee ordinance. The ordinance has been amended multiple times since then. In 2008, the Township revised its development fee ordinance pursuant to COAH's rules at *N.J.A.C. 5:94-6.14(c)* to increase the residential development fees equal to 1.0% of the equalized assessed value of new residential construction and nonresidential development fees equal to 2.0% of the equalized assessed value of new nonresidential construction. However, as of July 17, 2008, with the passage of amendments to the FHA (P.L. 2008, c.46), the Township must collect nonresidential development fees equal to 2.5% of the equalized assessed value of new nonresidential construction and in accordance with particular conditions and exemptions of the Act. In order to comply with these amendments to the Fair Housing Act, the Township is requesting approval of an amended development fee ordinance that will increase the nonresidential development fee to 2.5%. Additionally, the revised development fee ordinance will increase the residential development fee to 1.5% pursuant to *N.J.A.C. 5:97-8.3*.



The Township's spending plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance to *N.J.A.C. 5:97-8.10* (see attached spending plan). All collected revenues will be placed in the Township's Affordable Housing Trust fund and will be dispensed for the use of affordable housing activities. Pursuant to the Township's plan, Delanco Township may use the funds in the trust fund for any of the below listed items, pursuant to *N.J.A.C. 5:97-8.7(a)*:

- Rehabilitation program;
- New construction of affordable housing units and related development costs;
- Extensions or improvements of roads and infrastructure directly serving affordable housing development sites;
- Acquisition and/or improvement of land to be used for affordable housing;
- Purchase of existing market rate or affordable housing for the purpose of maintaining or implementing affordability controls, such as in the event of foreclosure;
- Green building strategies designed to be cost-saving for low- and moderate income households, either for new construction that is not funded by other sources, or as part of necessary maintenance or repair of existing units;
- Maintenance and repair of affordable housing units;
- Repayment of municipal bonds issued to finance low- and moderate-income housing activity; and
- Any other activity as specified in the approved spending plan.
- Affordability assistance.

At least 30% of collected development fees, excluding expenditures made from the inception of the fund to June 2, 2008 on all new construction, previously funded RCAs and rehabilitation activities, are to be used to provide affordability assistance to low- and moderate-income households in affordable units included in a municipal Fair

Share Plan. Additionally, no more than 20% of the revenues collected from development fees each year, exclusive of the fees used to fund an RCA, shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a rehabilitation program, a new construction program, a housing element and fair share plan, and/or an affirmative marketing program.

Delanco Township intends to spend development fee revenues pursuant to *N.J.A.C. 5:97-8.7* and in conjunction with the housing programs outlined in this document. The Township currently has approximately \$300,000 in the housing trust fund and anticipates an additional \$260,000 in revenues before the expiration of third round repose, for a total of \$560,000. The municipality will dedicate all of its current and projected development fee revenue to cover the costs of its affordable housing programs. No shortfall of funds is anticipated.

## **APPENDICES**

**Court Order of February 28, 2008 Granting Temporary Immunity**

File No. 07598-0004

Law Offices  
**PARKER McCAY P.A.**  
Three Greentree Centre  
7001 Lincoln Drive West  
P.O. Box 974  
Marlton, NJ 08053  
(856) 596-8900  
Attorneys for Petitioner Township of Delanco

FILED WITH THE COURT

FEB 28 2008

HON. JOHN A. SWEENEY, A.J.S.C.

**IN THE MATTER OF THE  
APPLICATION OF THE TOWNSHIP  
OF DELANCO, A Municipal  
Corporation of the State of New Jersey,**

Petitioner,

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
BURLINGTON COUNTY  
DOCKET NO. L-2593-04

Civil Action  
(Mount Laurel)

**ORDER**

The Court having been advised by Petitioner Township of Delanco that (a) the Appellate Division invalidated the original third round rules and methodologies adopted by the New Jersey Council on Affordable Housing ("COAH") in In re adoption of N.J.A.C. 5:94, 390 N.J. Super. 1 (App. Div. 2007) and directed COAH to repropose and adopt new third round rules, (b) COAH published revised third round rules in the *New Jersey Register* on January 22, 2008 at 40 N.J.R. 237 which, subject to the requirements of the Administrative Procedures Act, are currently scheduled for adoption on June 2, 2008, (c) the revised rules, if and when adopted, will require Burlington County municipalities to prepare and submit third round Housing Elements and Fair Share Plans (collectively "Compliance Plans") to COAH or the Court by September 30, 2008, (d) numerous parties and public

interest groups have already asserted to the Appellate Division that the repropsoed revised rules and methodologies are unlawful and will be appealed upon adoption with the Court being asked to impose a stay pending final appellate review, (e) the Delanco Township Governing Body feels that it cannot in good conscience authorize the expenditure of substantial public funds to complete the preparation of a third round Compliance Plan to satisfy a September 30, 2008 submission deadline based upon rules that are as yet not formally adopted, will almost certainly be appealed upon adoption, may very well be invalidated during appellate review with COAH being directed to repropose and adopt new rules in accordance with constitutional and statutory requirements which will necessitate the preparation of yet another Compliance Plan at substantial cost to the public, and (f) the Township thus seeks a stay of the September 30, 2008 Plan preparation and submission deadline in the proposed revised rules until it becomes clearer as to whether the rules will be adopted as written, appealed, stayed, invalidated or sustained; and for good cause shown;

IT IS on this 28<sup>th</sup> day of February, 2008 **ORDERED:**

1. Notwithstanding any submission dates in COAH's repropsoed (but as of yet unadopted) rules at N.J.A.C. 5:94, the schedule for the preparation and submission of Delanco Township's third round Compliance Plan shall be subsequently established by the Court when it becomes clearer whether COAH's revised and repropsoed rules are adopted, appealed, stayed, sustained or invalidated.

2. In accordance with the Appellate Division's determinations in In re Adoption of N.J.A.C. 5:94, 390 N.J. Super. 1, 88 (App. Div. 2007), a stay is imposed with respect to the filing of any builder's remedy and exclusionary zoning suits against Delanco Township during the pending revised third round rulemaking process by COAH and while the

Township remains under the Court's voluntary compliance process pursuant to N.J.S.A.  
52:27D-313.

A handwritten signature in dark ink, appearing to read "John A. Sweeney", is written over a horizontal line.

John A. Sweeney, A.J.S.C.

**Rivers Edge Inclusionary Development -  
Consent Order of April 23, 2008 Modifying Court Order of Compliance  
and Repose of November 22, 1991 (included)**



Tracy A. Siebold, Esquire  
**BALLARD SPAHR ANDREWS & INGERSOLL, LLP**  
A Pennsylvania Limited Liability Partnership  
Plaza 1000 - Suite 500  
Main Street  
Voorhees, New Jersey 08043-4636  
Telephone: 856.761.3400  
Facsimile: 856.761.1020

Attorneys for Plaintiff, NVR, Inc. t/a Ryan Homes

NVR, INC. t/a RYAN HOMES, as  
Successors in Interest to Delanco Land  
Partnership

Plaintiff,

v.

TOWNSHIP OF DELANCO, a Municipal  
Corporation,

Defendants.

**FILED WITH THE COURT**

**APR 23 2008**

HON. JOHN A. SWEENEY, A.J.S.C.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: BURLINGTON COUNTY  
DOCKET NO. BUR-L-2673-89

Civil Action

**MOUNT LAUREL ACTION**

**CONSENT ORDER MODIFYING  
SETTLEMENT AGREEMENT**

**THIS MATTER** having been submitted by Consent Order of the parties hereto, being NVR, Inc. t/a Ryan Homes, ("NVR"), as successor in interest to Delanco Land Partnership (Ballard Spahr Andrews & Ingersoll, LLP, Tracy A. Siebold, Esq) and the Township of Delanco (the "Township") (Parker McCay, P.A., Kevin D. Sheehan, Esq.) and the Court, having good cause shown and upon consent of the parties hereto;

**IT IS** on this 23 day of April \_\_ 2008,


**ORDERED THAT:**

1. The August 29, 1990 Settlement Agreement by and between Delanco Land Partnership, through NVR as the successor in interest, and the Township ( the "Settlement Agreement", attached hereto as Exhibit A) is hereby modified to allow fourteen (14) of the

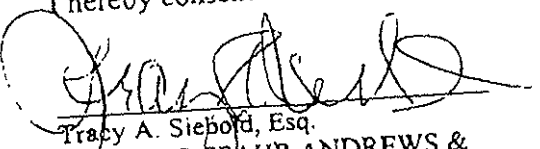
twenty nine (29) affordable housing units to be built on the Rivers Edge Project in Delanco Township to be transferred to the Township of Delanco, upon payment of the sum of One Million Two Hundred and Sixty Thousand Dollars (\$1,260,000.00), (the "Transfer Money"). The Transfer Money shall be credited to Zurbrugg Partnership, LLC ("Zurbrugg") to compensate Zurbrugg for construction of the fourteen (14) transferred age-restricted affordable housing units as part of the redevelopment of the Zurbrugg Mansion. The creation of the fourteen (14) age restricted affordable housing units in the Mansion shall be governed by the terms and conditions set forth in the Redevelopment Agreement between the Township and Zurbrugg;

2. The Rivers Edge Project shall remain an "inclusionary" development pursuant to the original terms of the Settlement Agreement, and the transfer of the fourteen (14) affordable housing units shall not alter the inclusionary classification of the Rivers Edge Project;

3. Upon payment of the Transfer Money, NVR shall hereafter be relieved of any further obligation to provide affordable housing units, and the parties acknowledging that NVR has completed all affordable housing obligations required.

  
JOHN A. SWEENEY, A.J.S.C.


I hereby consent to the entry of the within Order.

  
Tracy A. Siebold, Esq.

BALLARD SPAHR ANDREWS &  
INGERSOLL, LLP

Attorneys for NVR/ Ryan, successors  
to Delanco Land Partnership  
April 8, 2008


Kevin D. Sheehan, Esq.  
PARKER McCAY, PA  
Attorneys for Township of Delano  
April       , 2008

  
Henry L. Kent-Smith, Esq.

BUCHANAN INGERSOLL & ROONEY, PC  
Attorneys for Zurbrugg  
Partnership, LLC, Redeveloper  
April 8, 2008

I hereby consent to the entry of the within Order.

Tracy A. Siebold, Esq.  
BALLARD SPAHR ANDREWS &  
INGERSOLL, LLP  
Attorneys for NVR/ Ryan, successors  
to Delanco Land Partnership  
April \_\_, 2008

  
Kevin D. Sheehan, Esq.  
PARKER McCAY, PA  
Attorneys for Township of Delano  
April 9, 2008

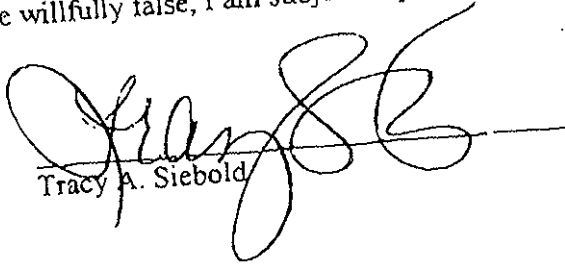
Henry L. Kent-Smith, Esq.  
BUCHANAN INGERSOLL & ROONEY, PC  
Attorneys for Zurbrugg  
Partnership, LLC, Redeveloper  
April \_\_, 2008

**CERTIFICATION OF FACSIMILE SIGNATURE**

I, **TRACY A. SIEBOLD, ESQUIRE** hereby certify that Kevin D. Sheehan, Esquire has acknowledged to me the genuineness of his signature on the foregoing Consent Order and that an original of the Consent Order containing Kevin D. Sheehan's original signature affixed will be maintained in my file if requested by the Court or any party.

I 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.

Dated: April 21, 2008

  
Tracy A. Siebold

AGREEMENT

Between

DELANCO LAND PARTNERSHIP

-and-

THE TOWNSHIP OF DELANCO  
IN THE COUNTY OF BURLINGTON

---

IN SETTLEMENT OF PENDING LITIGATION BETWEEN DELANCO  
LAND PARTNERSHIP AND THE TOWNSHIP OF  
DELANCO, BURLINGTON COUNTY

---

Executed at  
Delanco, Tp., N.J.

AUG. 29, 1990

AGREEMENT

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 1990  
between Delanco Land Partnership ("DLP") and the Township of  
Delanco, Burlington County ("Township") is in settlement of all  
claims by and/or between /DLP and the Township in litigation now  
pending in the Superior Court of New Jersey and encaptioned  
Delanco Land Partnership v. Township of Delanco, County of  
Burlington, Docket No. L-267389. This Agreement is subject to  
approval by the Court and when approved represents an amicable  
settlement of all such claims in consideration of the mutual  
covenants and promises set forth hereinafter.

I. DEVELOPMENT STANDARDS

Attached hereto as Exhibit "A" and incorporated herein  
as if set forth at length are the development standards which  
shall apply as an alternative to the development controls  
presently in effect on the following lands: Block 500, Lots 1  
and 2 of the tax maps of the Township. As soon as practical,  
upon approval of the court, the Township shall move to adopt the  
ordinance attached hereto as Exhibit "A". Upon receipt of an  
application filed pursuant to said development standards, the  
relevant Township Board shall review and act upon such  
application subject to said development standards and the terms  
hereof.

II. GOVERNMENTAL SUBSIDIES

It is possible that DLP may attempt to secure state or

federal financing with respect to the development contemplated herein. The Township agrees to cooperate with DLP efforts in this regard in that some government agencies may require the municipality to be the applicant or co-applicant on this type of application. In no way does cooperation by the Township imply any financial participation in the project or any guarantees by the Township. The Township will not be required to obligate itself in any way as a result of this cooperation.

### III. AMENDMENTS/ARBITRATION

Upon execution hereof, no party to this action may unilaterally amend or otherwise change any of the terms and conditions of this Agreement, nor shall any subsequently enacted land use ordinance affect DLP's lands without the written consent of DLP. Notwithstanding the above, the standards in the ordinance relating to Council on Affordable Housing ("COAH") regulations set forth in Section 102:29.7 may be amended if COAH regulations change. DLP shall be given thirty (30) days written notice prior to first reading of any proposed amendment. No such amendment shall affect the development contemplated herein if adopted subsequent to the filing of a preliminary site plan and/or subdivision application. In the event of any breach of any of the provisions of this Agreement and/or in the event the Township or its Boards disapprove of any plans submitted by DLP or its assigns pursuant to this Agreement and/or a disagreement arises as to the meaning or intent of this Agreement or the obligations of the parties hereunder, the parties have the right to seek a judicial determination by the Superior Court,



Chancery Division, Mount Laurel II Judge as assigned by the Supreme Court, or if none is assigned, then the appropriate Judge of the Superior Court, to resolve the controversy, said determination to be binding and not appealable by the parties. For purposes of this Agreement, the Superior Court, Mt. Laurel judge shall retain jurisdiction to be able to supervise the development in question and any case or controversy which may arise between the parties. Prior to submission of any such matter to the court, the parties shall attempt to mediate the dispute with the court-appointed master (Jay Lynch of Queale & Lynch). If mediation fails, the master shall file a report with the court.

IV. SUBMISSION TO SUPERIOR COURT OF NEW JERSEY FOR APPROVAL;  
IMPLEMENTATION OF AGREEMENT

Promptly after execution hereof, the parties shall cooperate in submitting this agreement to the Superior Court of New Jersey for the purpose only of seeking and obtaining approval of this agreement and municipal compliance plan by that court. In so doing, the parties shall seek an order permitting appropriate notice and judicial hearing in order to give adequate notice and the right to be heard to all persons who might be interested in this Agreement, including all taxpayers, residents and landowners of the Township of Delanco. Said approval shall be a precondition of the implementation of this Settlement Agreement and shall embody the court's recognition of credit to the Township of the low and moderate income units contemplated herein. The Agreement shall be deemed

"implemented" on the date of the entry of the Order of the Court approving same or, if appealed, the date of a final determination as to the entry of such an order.

#### V. DISMISSAL OF PENDING LITIGATION

Promptly upon the court's approval of this Agreement the parties shall move to dismiss with prejudice and without cost the pending litigation in so far as it relates to DLP lands and this Settlement Agreement and shall execute a stipulation of dismissal. A Consent Judgment shall be filed embodying the terms of this Agreement. The Consent Judgment entered shall be final and fully resolve all claims relating to DLP's lands.

#### VI. ASSIGNMENT

DLP may assign any or all of its rights hereunder and any assignees are recognized as successors-in-interest to DLP or having a joint interest with the full power and authority to enforce the terms hereof and, as such, shall be bound hereby.

#### VII. WHOLE AGREEMENT

This Agreement contains the entire agreement among the parties pertaining to the subject matter hereof, supersedes any prior agreements among the parties hereto and may not be amended except as provided herein.

#### VIII. NOTICES

All notices, demands and other communications hereunder, shall be in writing and shall be deemed to have been given if hand delivered with written proof thereof signed by an agent of the receiving party or sent by certified mail return receipt

requested, or the equivalent thereof providing independent proof of delivery, to the applicable party to the person and address following: All notices sent to the following persons shall be deemed sufficient Notice unless by prior written notice all parties hereto have been informed of a change as to the person or persons to whom notices shall be sent:

- A. As to Delanco Land:  
Carl S. Bisgaler, Esquire  
30 Washington Avenue  
Haddonfield, New Jersey 08033
- B. As to the Township:  
Municipal Clerk  
Delanco Municipal Building  
Buttonwood St. and Burlington Ave.  
Delanco, New Jersey 08075

IX. SEVERABILITY

If any clause, sentence, subdivision, paragraph or part of this Agreement is adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, shall be confined in its operation to the clause, sentence, subdivision, paragraph or part hereof directly involved in the controversy in which said judgment shall have been rendered.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

Attest:

Stephanie Stolorik

Attest:

Joseph M. Lemer

DELANCO LAND PARTNERSHIP

BY: Carl S. Bisgaler

TOWNSHIP OF DELANCO IN THE COUNTY  
OF BURLINGTON

BY: Richard J. Blunt

MAYOR

STATE OF NEW JERSEY )  
COUNTY OF BURLINGTON )

: SS.

BE IT REMEMBERED, that on this 20TH day of Aug. one thousand nine hundred and ninety, personally appeared Richard J. Schmitz, Jr. who is the Mayor of the Township of Delanco in the County of Burlington, who I am satisfied is the person who signed the within instrument, and she acknowledged that she signed, sealed with the corporate seal and delivered the same as such official aforesaid, and that the within instrument is the voluntary act and deed of said Township, made by virtue of a Resolution of its Borough Council. All of which is hereby certified.

*Roseann M. Lameiras*

ROSEANN M. LAMEIRAS  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JAN 22, 1991

STATE OF NEW JERSEY )  
COUNTY OF BURLINGTON )

: SS.

the 24th day of May, one thousand nine hundred and ninety, personally appeared *COPIES* *BUSCH* who is the representative of Delanco Land Partnership, who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, and delivered the same as such representative aforesaid, and that the within instrument is the voluntary act and deed of such partnership, made by virtue of a Resolution of its Partners. All of which is hereby certified.

*Stephanie Stolinski*

STEPHANIE STOLINSKI  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Oct. 12, 1994

FILED WITH THE COURT  
JAN 15 1991

MATTHEO and CUNEO  
Glen Oaks Professional Building  
1405 Chews Landing Road, Ste. 7  
Laurel Springs, New Jersey 08021  
(609)227-1101  
Attorneys for the Plaintiff

DELANCO LAND PARTNERSHIP,

Plaintiff,

vs.

TOWNSHIP OF DELANCO,

Defendant.

: SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
: BURLINGTON COUNTY  
Docket No. BUR-L-2673-89  
: Civil Action

: ORDER APPROVING SETTLEMENT  
AND REQUIRING ITS IMPLEMENTATION

THIS MATTER having come before the Court and the Court holding a public hearing, pursuant to Court Order dated November 16, 1990 and subsequent to public notice in accordance with said Order, on December 14, 1990, and the Court having reviewed and considered the report of the Court appointed Master dated November 23, 1990 and the Court having heard the testimony of the Master; and the Court having opened the matter up, on the record, for public comment and there being no response or comment from the public; and the Court having accepted into evidence the Settlement Agreement between the parties, the proposed Amendment to the Delanco Land Development Ordinances, the Amended Delanco Housing Element and the Master's Report of November 23, 1990;

NOW THEREFORE, it is ORDERED on the 15 day of January, 1991 that:

1. The Court expressly finds that the Ordinance if implemented as proposed and presented will provide a realistic opportunity for the construction of affordable housing;

2. That the plaintiff will completely meet the township's need to provide a realistic opportunity for affordable housing;

3. That the plaintiff is entitled to a Builder's Remedy pursuant to the New Jersey Supreme Court's ruling in the Mt. Laurel II decision;

4. That the Court is satisfied that plaintiff's site is suitable for construction of the project as contemplated in the Settlement Agreement.

5. That the Settlement Agreement is hereby approved and that the plaintiff shall have a builder's remedy.

6. That Defendant, Delanco Township, shall ~~have ninety (90) days to~~ adopt and implement the Ordinance contained in the Settlement Agreement, and reviewed by the Master and approved by the Court herewith *on or before April 5, 1991*.

7. That after Defendant, Delanco, enacts the Ordinance it may apply to this Court for an Order of Repose, pursuant to Mt. Laurel II; the Court will rule specifically on the conditions of repose at the time the order is issued.

*Myron H. Gottlieb*  
MYRON H. GOTTLIEB, J.S.C.

FILED WITH THE COURT  
NOV 22 1991

MATTEO and CUNEO  
502 Pleasant Valley Avenue  
Moorestown, NJ 08057  
(609)235-8200  
Attorneys for Plaintiff

DELANCO LAND PARTNERSHIP

Plaintiff,

Vs.

TOWNSHIP OF DELANCO

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - BURLINGTON COUNTY

Docket No. BUR-1-2673-90  
Civil Action

ORDER GRANTING FINAL JUDGMENT OF  
COMPLIANCE AND REPOSE

THIS MATTER being opened before the Court by George W. Matteo, Jr., Esquire, attorney for the Plaintiff, and based upon the information contained in the attached certification and the exhibits contained therein,

IT IS on this 22 day of Nov, 1991 ORDERED that the defendants compliance package; its housing element and fair share plan, are approved as complaint with Mt. Laurel II; and

IT IS FURTHER ORDERED that the Defendant is granted repose from Mt. Laurel litigation relating to its 1987-1993 fair share obligation for six (6) years from the ~~date hereof~~, *April 22, 1991, the date of final adoption of the ordinances*

IT IS FURTHER ORDERED that the previous Order of January 15, 1991 approving the settlement between the Plaintiff and Defendant is confirmed as a final judgment of the court.

*Myron H. Gottlieb*  
MYRON H. GOTTLIEB, J.S.C.

## **Crossings at Delanco Station – Resolution 2008-13**



**DELANCO TOWNSHIP PLANNING BOARD  
RESOLUTION 2008 – 13**

**RESOLUTION GRANTING PRELIMINARY  
MAJOR SUBDIVISION APPROVAL AND GRANTING  
PRELIMINARY MAJOR SITE PLAN APPROVAL  
TO TWO OF THE RESULTING LOTS**

**THE CROSSINGS AT DELANCO STATION  
FORMERLY “SAVANNAH MEWS”  
BLOCK 2100, LOTS 3.01, 3.02,  
3.05, 6, 7, 8.01 AND 8.02**

**WHEREAS**, Hovbros Coopertown Road, L.L.C., sought and received a number of bulk variances and a “d(5)” density variance to permit a net density of 4.16 units per acre as opposed to 4.0 units per acre as permitted by the zoning ordinance. These variances were granted in February, 2006 and this action was memorialized in Resolution 2006-6; and

**WHEREAS**, the aforementioned variances were granted subject to subdivision and site plan approvals; and

**WHEREAS**, the applicant re-applied to the Board in the Spring of 2007 for a number of additional bulk variances and proposed a number of changes in the overall site design and housing type mix; and

**WHEREAS**, the Board granted additional bulk variances, a modified housing type mix and a modified site design in December, 2007. The grant of these approvals, also subject to subdivision and site plan approval, were memorialized in resolution 2008-01; and

**WHEREAS**, the applicant now seeks preliminary major subdivision approval for the property designated as lots 3.01, 3.02, 3.05, 6, 7, 8.01 and 8.02, all in block 2100 on the Delanco Township tax map; and

**WHEREAS**, the applicant also applied for preliminary major site plan approval for two resulting lots. Approval is sought to place a 5,000 square foot commercial office building

on one lot and approval is sought to place twenty-four (24) COAH qualified apartment units on another; and

**WHEREAS**, the applications were declared complete as of March 4, 2008 pursuant to Resolution #2008-04 and were the subject of a public hearing begun on May 6, 2008, continued to and concluded on May 28, 2008; and

**WHEREAS**, testimony and evidence was received from Peter Hovnanian, a principal of the applicant L.L.C., William Bodwell, P.E., the applicant's engineer and Timothy O'Neil, the applicant's architect. Public comment was received from John Ciancio, Michael De Padova, Dennis Wargo, Jean Mastalesz, Joseph Holland, Phillip Lamb, Gerald Resnick, Marie Ovalle, James Ebert, Joanbeth Segal, Mayor Fernand Ouellette, Councilwoman Kate Fitzpatrick and Alma Jordan; and

**WHEREAS**, the applicant originally sought leave to remove/modify a condition attached to the grant of the density variance and bulk variances approved by the Board in February of 2006, namely, that the single family homes that back up to the homes on Shipp's Way in the Newton's Landing development not exceed a "building height" of thirty (30) feet as that term is defined in the Delanco Township zoning ordinance. By letter dated May 19, 2008 the applicant withdrew the request to remove/modify this condition which remains in full force and effect; and

**WHEREAS**, the applicant was represented by counsel, Patrick F. McAndrew, Esquire, and provided a corporate ownership disclosure as required by law; and

**WHEREAS**, the Board engineer submitted review letters dated March 24, 2008 and May 5, 2008, the Board planner submitted review letters dated March 31, 2008 and May 6, 2008 and the Board's affordable housing compliance planner submitted a review letter dated

May 21, 2008. Those review letters are incorporated herein and made a part hereof as if set forth in full; and

**WHEREAS**, the Delanco Township Planning Board has made the following findings of fact and conclusions of law:

1. The applicant is the owner of the subject property.
2. Notice of the application was served and published as required by law.
3. The applicant has standing and the Board has jurisdiction to hear and decide the matter.
4. In previous appearances the applicant identified this project by the name "Savannah Mews". The name has been changed to the "Crossings at Delanco Station".
5. The following exhibits were marked and admitted in evidence on May 6, 2008:
  - a. A-1. An overall site plan/lot layout of the property to be developed.
  - b. A-2. An architectural elevation of one of the proposed buildings that will house some COAH units.
  - c. A-3. An architectural elevation of the proposed building the will house eight (8) three bedroom COAH units.
  - d. A-4. An architectural elevation of the proposed building that will house eight (8) two bedroom COAH units.
  - e. A-5. An architectural elevation of the proposed commercial office building.
  - f. A-6. An architectural elevation of the proposed two (2) unit single family attached units.
  - g. A-7. An architectural elevation of the rear of the proposed six (6) unit townhouse building.

- h. A-8. An architectural elevation of the front of the proposed six (6) unit townhouse building.
    - i. A-9. Architectural elevations of two styles of proposed single family homes.
- 6. One additional exhibit was marked and admitted in evidence at the May 28, 2008 hearing:
  - a. A-1. A revised landscape buffer plan for the 25 ft. buffer between the subject project and the single family homes on Shipps Way in Newton's Landing. The plan was generally developed in consultation with the Board planner in response to the testimony of numerous residents of Newton's Landing. It consists primarily of evergreen shrubs of various heights and ornamental trees that create a continuous screen. The design is generally acceptable but the Final design plan is subject to the review and approval of the Board planner.
- 7. To construct the aforementioned landscaped buffer the applicant may have to remove existing vegetation, including some mature trees. So as not to adversely affect the root systems of the trees, other landscaping and irrigation systems in the rear of the adjacent Shipps Way homes, the applicant will not remove the root systems of these mature trees but will employ a stump grinder to remove the stumps to a point below grade. A note must be added to the buffer plan to this effect. The Board discussed but did not decide whether the berm should be irrigated. The Board also discussed but did not decide whether existing electric service in the berm area should be relocated or run underground. These matters may be revisited when final approval is sought.

**PRELIMINARY SITE PLAN APPROVAL**  
**COAH HOUSING LOT**

8. The proposed use, low and moderate income rental units, is a permitted use in the zone. The lot complies with the bulk requirements of the zoning ordinance, the building complies with all setback, height and coverage requirements and the overall plan complies with the limitations on impervious cover. The proposed parking lot provides more than the minimum number of parking stalls which, in turn, comply with the minimum size prescribed by the ordinance.
9. Twenty-four (24) affordable units are proposed. The bedroom mix will be four (4) one bedroom units, eight (8) three bedroom units and twelve (12) two bedroom units. All such units shall have access from the parking lot which consists of twenty-four (24) parking spaces. This parking lot shall comply with all applicable RSIS standards with the exception of lighting. The plan must contain a note to this effect. The lighting plan will be determined at final approval.
10. All first floor units must be, and the plan must show them to be, handicapped accessible. A waiver of the requirement of §110-34.B, that the first floor elevation be at least two feet above finished grade, is hereby waived to accommodate the handicapped accessibility requirement.
11. The applicant's buffer plan, described in paragraph #6 above, must be amended in two respects. The landscaping between the detention basin on lot 23 and Newton's Landing must consist predominantly, if not exclusively, of evergreen trees and shrubs to form a continuous screen. The applicant indicated that he would consult with the Board planner about the redesign of this landscaping as well as the buffer separating the aforementioned basin from the COAH parking lot and the innermost of the three COAH buildings.

12. The residents of the COAH units will be regular participants in the Homeowners Association (HOA) that will be created to own and maintain the project's common open space and recreational facilities. The HOA documents must reflect this fact and the COAH units' right to use the common HOA open space and recreation areas..
13. A trash enclosure is shown on the applicant's plan. When the applicant applies for final approval he must demonstrate that the location of the enclosure safely and conveniently accommodates vehicular movements by trash and recycling trucks, that it contains an adequate visual screen, and that it is of adequate size to accommodate an adequate number of trash and recycling containers.
14. The applicant must provide a complete COAH compliance plan in connection with the application for final site plan approval. The compliance plan must comply with NJAC 5:97, with COAH's Uniform Housing Affordability Controls (NJAC 5:80-26.1) and with COAH's regulations on phasing. The applicant must also submit a draft contract with an experienced affordable housing administrative agent that conforms to COAH regulations and the Township's fair share ordinance.
15. The COAH lot fronts on Coopertown Road, a gateway to the Township. The appearance of the front yard of this property will be important to the residents of this project, adjoining properties and the Township as a whole. The applicant, therefore, agreed to provide a temporary berm consisting of his topsoil stockpile and some temporary landscaping during construction. He must consult with the Board planner on the design of same prior to his application for final approval.
16. The Board finds as a fact that off-tract sidewalk along Coopertown Road between Rhawn Street and Newton's Landing is reasonably necessitated by this project. The Board also recognizes that there is, at present, insufficient right-of-way (ROW) in

which to construct it. If the Township and/or the county acquires the necessary ROW the applicant will construct the sidewalk between the points indicated. The applicant's plan should contain a note providing for this eventuality.

17. Page 8 of the Board planner's May 6, 2008 review letter contains four specific recommendations for plan amendment. The applicant will make the recommended changes in consultation with the Board planner and make those changes in the plan presented for final approval.

**PRELIMINARY MAJOR SITE PLAN APPROVAL**  
**COMMERCIAL OFFICE BUILDING LOT**

18. The applicant seeks preliminary major site plan approval for a 5,000 square foot commercial office building on a one acre+ (45,300 square foot) lot that fronts on Coopertown Road and faces Austin Lane, the project's lone access road.
19. The proposed use is permitted in the zone. The lot complies with the bulk requirements of the zoning ordinance, the building complies with all setback, height and coverage requirements and the overall plan complies with the limitations on impervious cover. The proposed parking lot provides more than the minimum number of parking stalls which, in turn, comply with the minimum size prescribed by the ordinance.
20. Like the affordable housing site, this lot fronts on Coopertown Road, a gateway to the Township. The existing house will be used for a construction office but will be suitably maintained and landscaped in consultation with the Board's planner.
21. The applicant's plan did not contain sufficient detail to approve a lighting plan, or the provisions for a trash/recycling enclosure, or for the adequate screening of same. These matters can be addressed at final approval.



22. The applicant also agreed to amend his plan, in consultation with the Board planner, to provide a crosswalk across Rhawn Street near its intersection with Coopertown Road.

This crosswalk shall be shown on the final plan.

23. The traffic impact report submitted indicates, and the Board finds as a fact, that the applicant's plan provides adequate vehicular ingress and egress to and from the site.

**ALTERNATIVE AFFORDABLE HOUSING COMPONENT  
IN RESPONSE TO THIRD ROUND COAH RULES**

24. This project comes before the Board in a time of unprecedented uncertainty in the affordable housing field.

25. The property lies in an affordable housing overlay zone and is an integral part of the Township's adopted 3<sup>rd</sup> round fair share affordable housing compliance plan.

26. The zoning ordinance provides for a 20% affordable housing set aside if the units are for sale but requires only a 15% set aside for affordable rental units. The within application proposes rental units at the required 15% set-aside. The applicant did not seek and the Board did not grant a density bonus due to the fact that the project will provide affordable housing.

27. On May 6, 2008, the same day the public hearing on the within application was begun, COAH proposed new 3<sup>rd</sup> round rules that, most significantly for the Township and this development, require a 20% affordable housing set aside regardless of whether the affordable units are rentals or for sale.

28. As set forth in the report of the Board's COAH compliance planner, Mary Beth Lonergan, PP, this rule change which will take effect, on or about June 2, 2008, could result in an affordable housing shortfall of almost nine (9) units if the project is built as proposed. If that shortfall is not addressed by the developer it must be addressed by the Township at taxpayer expense.

29. Alternatively, if the Board were to require the applicant to construct nine (9) additional affordable units, the applicant would undoubtedly assert that he is entitled to construct a corresponding number of additional market rate units. If this argument prevailed, it would not only drive up the net density of the project from 4.16 units per acre to five (5), even more importantly, the increase would come at the expense of the single family home component of this mixed use/mixed housing type development. This project is immediately adjacent to an age restricted development, Newton's Landing, that consists entirely of single family homes. As currently designed, single family homes in this project back up to the single family homes in Newton's Landing. The loss of this element of compatibility between the two developments, with single family homes in this project adjoining single family homes in Newton's Landing, would not only detract from what is now a well designed housing development, it would clearly increase public resistance to the project and remove a significant component of the development envisioned by the zoning ordinance.
30. The Board's COAH compliance planner also advised that in addition to the 3<sup>rd</sup> round COAH rules that will go into effect in June, COAH has also proposed rule amendments, at least one of which would have a significant positive impact for the Township and this project. These proposed rule amendments would award a two for one "compliance bonus" for affordable units that were included in compliance plans previously submitted to COAH and that are approved prior to June 2, 2008. As stated previously, this project is a component of the Township's adopted 3<sup>rd</sup> round affordable housing compliance plan. If the project is also approved prior to June 2, 2008 the Township would be eligible for the two for one "compliance bonus" and the twenty-four (24) affordable units included in this project as proposed today could, under the

proposed rule amendment, give the Township credit for forty-eight (48) affordable units.

31. In the face of all the foregoing uncertainty the applicant offered to “reserve” the lot where the 5,000 square foot commercial office building is now proposed for up to eight (8) additional/two bedroom affordable rental units. That is, if the applicant receives preliminary major site plan approval for his 5,000 square foot commercial office building, he offered, at the Township’s option, to abandon that approval, seek an increased density variance, a variance to eliminate the commercial component of the project and modify his plan to propose up to eight (8) additional two bedroom affordable rental units on what is now the commercial office building site.
32. The Board found that if the 5,000 square foot commercial office building is eliminated the affordable housing shortfall would be reduced from slightly less than nine (9) units to very slightly more than eight (8) units. Thus, the applicant’s proposal would virtually completely eliminate the shortfall created by COAH’s revised 3<sup>rd</sup> round rules, and, it would do so without substantially increasing density or eliminating single family homes. In addition, by granting subdivision and site plan approval prior to June 2, 2008, the Board makes the Township eligible to receive the two for one “compliance bonus”, should that proposal be adopted.
33. In the event the Township elects to direct the developer to construct eight (8) additional affordable units in lieu of the 5,000 sq. ft. office building approved herein the bedroom mix of the total of thirty-two (32) affordable units shall comply with NJAC 5:80-26.3(b) with at least seven (7) three bedroom units, no more than six (6) one bedroom units and the balance may all be two (2) bedroom units.

### **MAJOR SUBDIVISION APPROVAL**

34. The applicant's plan proposes to create 137 lots for market rate homes of different types, one lot for twenty-four (24) affordable rental units, one lot for a commercial office building and a number of open space lots that will be owned and maintained by an HOA.
35. The documents creating and establishing the powers and duties of that HOA must be reviewed and approved by Board staff and shall be submitted with the application for final subdivision approval. Those documents must satisfactorily address all matters detailed in the Board planner's May 6, 2008 review letter and the Board engineer's May 5, 2008 review letter, must make the HOA responsible for the maintenance of all open space lots not dedicated to and accepted by the Township, or its governmental designee, including the recreation facilities installed on the "village green" lot and make the HOA responsible for the effective operation, maintenance, repair and/or replacement of all storm water drainage facilities, not dedicated to and accepted by the Township or its governmental designee, including yard drains.
36. The applicant proposes to install some recreational equipment on the village green lot for two age groups of younger children, a "tot lot", and make an "in lieu" of payment for the recreational facilities required by the Township ordinance that he will not provide. The applicant shall receive a credit against the amount of his "in lieu of" payment for the cost of the playground equipment installed plus the cost of its installation. "In lieu of" payments shall be made in the amounts and at the times established by ordinance.
37. Sight triangle easements are required at all intersections. These easements must be labeled and shown on the plan.

38. The plan shows an emergency access to Newton's Landing, consisting of a 4 foot wide sidewalk with 4 foot wide grass strips on either side. The plan should be modified to indicate that "grass ring" pavers will be placed in each 4 foot wide grass strip to better facilitate passage by heavy emergency vehicles.
39. A detail must be added to the plan that includes trench restoration notes for the unpaved areas where the sanitary sewer from this project connects to the sanitary sewer in Newton's Landing.
40. Page 8 of the Board engineer's May 5, 2008 review letter details seven (7) points that must be added, modified, clarified or corrected in the applicant's stormwater management plan. The applicant must modify the plan and/or consult with the Board engineer as indicated.
41. Page 5 of the Board engineer's review letter addresses five (5) preliminary plat requirements that have yet to be satisfied. Points 1 and 2 must be added to the plat now. Points 3, 4 and 5 must be added when the final plan is submitted for review.
42. The applicant must revise his plan to provide additional fire hydrants so that no building in this project is more than 400 feet from a fire hydrant.
43. A note must be added to the plan indicating that no topsoil shall be removed from the site without the written approval of the Township engineer.
44. Due to the presence of existing utilities and transformers, the applicant cannot strictly comply with §110-34.B, which requires the use of landscaping, fences or walls to provide a clear transition between public space and private front yards. The applicant will consult with the Board's planner to provide short sections of landscaping and fencing to meet the intent of this provision.

45. The village green should be serviced by an irrigation system. This system, plus the proposed gazebo and the specific recreational equipment to be provided must be shown on the applicant's final plan.
46. The applicant's plan provides for more than adequate lighting throughout the site, including the COAH and the commercial lots. The applicant should consult with the Board planner to reduce the amount of lighting and use one style of fixture throughout the entire project. A revised overall lighting plan shall be submitted with the final plan.
47. Under the heading "Subdivision Plan Comments" the Board planner's May 6, 2008 review letter details ten (10) modifications, additions and/or corrections (items G through and including P) that should be made to applicant's landscaping and street tree plan. These comments must be addressed in the applicant's final plan.
48. The Board felt that the applicant's plan did not provide adequate, off-tract pedestrian improvements on and to the train station. The Board will request the governing body to seek approval from New Jersey Transit for additional sidewalks on and to the train station lot. If permission is obtained the applicant must construct the sidewalks and show them on its final plan. This requirement and the Rhawn Street crosswalk requirement should be memorialized in a developer's agreement.
49. The Board planner recommended that the applicant reconsider the placement and design of the crosswalk provided at the train station. The applicant will consult with the Board planner on its redesign which will be reflected in the final plan.
50. The applicant's plan does not address which of the structures on the creekfront open space lot are to remain and which are to be removed. The final plan must reflect this detail. Prior to final approval the applicant shall contact the Township historical

commission to allow its representatives to enter upon this property and photograph or otherwise document the site and any structures found on the same.

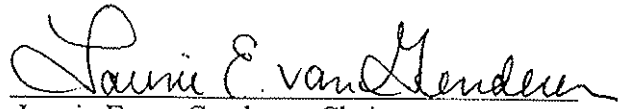
51. The applicant's plan does not include the 6 foot high fence required where this project abuts non-residential property lines and does not comply with the landscape buffer requirements of §110-15 and §91-8. The final plan must satisfy these requirements.
52. In addition to Board approval, the overall project grading plan must be submitted to the Township engineer for his review and approval in connection with the applicant's final subdivision plan submission. Individual lot grading plans must be submitted with all building permit applications and the final overall project grading plan must be included in the applicant's "as-built" plan.
53. The easements and cross-easements providing for public access to the creekfront lot shall be dedicated to the Township or its designee. This easement, and all easements including but not limited to easements for storm drainage, sight triangle and utilities must be reviewed and approved by Board staff.
54. The approval contained herein requires plan amendments, some of which can be made now and some of which are deferred for the final approval process. The applicant shall prepare revised preliminary site plans for the COAH and the commercial lots and a revised preliminary major subdivision plan for the overall project that show all required plan amendments not specifically deferred to the final review process.

Now, therefore, in reliance on the foregoing, it is hereby **RESOLVED** that the within application be **GRANTED PRELIMINARY MAJOR SUBDIVISION APPROVAL** and

**PRELIMINARY SITE PLAN APPROVAL** for the COAH units and the commercial building on two of the resulting lots. This approval is subject to the following terms and conditions:

1. All taxes and professional review fees must be paid current and in full.
2. The applicant will make the plan amendments, prepare and submit easements, HOA documents, a COAH compliance plan and a developer's agreement as recited in the body of this resolution and as stated on the record of the May 6, 2008 and May 28, 2008 hearing dates.
3. The applicant shall pay recreation fees, less appropriate credits, tax map revision and roadway fees in the amounts and at the times specified in the Board engineer's and Board planner's review letters. No recreation fees need be paid on account of the COAH units.
4. Performance and maintenance guarantees shall be posted in amounts to be determined by the Board engineer and in forms to be determined by the Township Solicitor.
5. The Preliminary Site Plan approval granted to the commercial office building lot is specifically conditioned on the Township's right, in its sole discretion, to direct the applicant to abandon this approval and seek the variances and site plan approvals needed to construct eight (8) two bedroom affordable rental units on the lot instead of the 5,000 square foot office building approved herein.
6. All conditions of prior approvals not specifically rescinded herein remain in full force and effect.
7. The approvals contained herein are further subject to the review and approval of any outside agency having jurisdiction of the matter.



  
Laurie E. vanGenderen, Chairperson

ATTEST:

  
Roseann Lameiras, Secretary

DATE ADOPTED: May 28, 2008

DATE MEMORIALIZED: August 5, 2008

FOR ADOPTION: Mr. Corcoran, Mr. Lord, Ms. Mader, Mr. Martin, Mr. Matulewicz and  
Ms. Jass

AGAINST: None

INELIGIBLE: Mr. Ouellette, Mr. Templeton

ABSTENTIONS/RECUSALS: Mr. Taraschi

#### CERTIFICATION

This Resolution of Memorialization being adopted by action of the Board on this 5th  
day of August, 2008 is a true copy of the action taken by the Board at a meeting held on May  
28, 2008.

  
Roseann Lameiras

STATE OF NEW JERSEY

SS

BURLINGTON COUNTY

I, Karen E. Zimmermann, of full age, being duly sworn, according to law, says that he/she is the Deputy Municipal Clerk of the Township of Delanco and that a Notice, of which the annexed is a true copy, was published daily in the BURLINGTON COUNTY TIMES, a newspaper printed and published daily in the county of Burlington, State of New Jersey,

once on the 19<sup>th</sup> day of August, 2008

Sworn or subscribed before  
me this 19<sup>th</sup> day of

August, 2008

Roseann M. Laméiras  
Roseann M. Laméiras

Notary Public of New Jersey

My Commission expires on April 4, 2011

Karen E. Zimmermann  
Deputy Municipal Clerk

**TOWNSHIP OF  
DELANCO  
OFFICIAL NOTICE  
PLANNING BOARD**

**PLEASE TAKE NOTICE**  
THAT on August 5, 2008  
the Delanco Township  
Planning Board adopted  
Resolution 2008-13  
memorializing the approval  
of a Preliminary Major  
Subdivision and Preliminary  
Major Site Plan for a  
mixed use development  
known as "The Crossings  
at Delanco Station" formerly  
"Savannah Mews"  
to Hovbro's Coopertown  
Road, LLC for block  
2100, lots 3.01, 3.02,  
3.05, 6, 7, 8.01 and 8.02  
on the Township Tax  
Map in the Planned Residential  
Development/ Village

**Public Notices**

large Zoning District. A  
copy of said resolution is  
on file at the Delanco  
Township Municipal  
Building.

Roseann M. Laméiras,  
Secretary

Adv. Fee: \$18.86  
BCT: August 19, 2008  
Att. Chg.: \$20.00

**Creekside at Delanco – Resolution 2007-14**

**RESOLUTION 2007-14  
DELANCO TOWNSHIP JOINT LAND USE BOARD  
GRANTING FINAL MAJOR SUBDIVISION APPROVAL TO  
CREATE TWENTY-SEVEN (27) LOTS  
OUT OF THE PROPERTY DESIGNATED AS BLOCK 1802, LOT 2  
AND GRANTING PRELIMINARY AND FINAL SITE PLAN APPROVAL TO  
ONE OF THE NEWLY CREATED LOTS  
FOR CREEKSIDE AT DELANCO**

WHEREAS, Creekside at Delanco, LLC received preliminary major subdivision approval to create twenty six (26) residential building lots and one (1) lot which will house three (3) COAH qualified affordable housing units; and

WHEREAS, the applicant has applied for final approval of its subdivision plan and preliminary and final site plan approval for the lot that will contain the three (3) COAH units; and

WHEREAS, the application was the subject of a public hearing which began on July 11, 2007 and which was continued to conclusion on August 7, 2007; and

WHEREAS, the Delanco Township Joint Land Use Board has made the following findings of fact and conclusions of law:

1. The Property is located in the R-3 Single Family Residential Zoning District;
2. The property is currently vacant land;
3. The applicant was represented by Frederick W. Hardt, Esquire;
4. An application for a use variance was approved by the Board on

February 7, 2006 and memorialized under Resolution #2006-7;

5. The application for preliminary major subdivision approval with use and bulk variances was approved by the Board on March 7, 2006 and memorialized under Resolution #2006-11 on April 4, 2006;
6. All procedural requirements have been met and followed in the consideration of this application;
7. The applicant has standing and the Board has jurisdiction to hear and decide the matter as submitted; and
6. Applicant's plans and submissions generally comply with the terms and conditions of the preliminary approval and the grant of the use variance. The grant of final major subdivision approval and preliminary and final site plan approval is, therefore, warranted.

Now, therefore, in reliance on the foregoing be it **RESOLVED** by the Delanco Township Joint Land Use Board as follows:

Section 1. Approval: The Board grants final subdivision approval to the application of Creekside at Delanco, LLC for the development of twenty-seven (27) building lots on property identified as Block 1802, Lot 2 subject to the conditions set forth below.

Section 2. Conditions:

1. Professional Reports. The Board engineer and planner reviewed the

applicant's plans and submitted review letters. The Board planner submitted review letters dated June 13, 2007 and July 5, 2007. The Board engineer submitted a review letter dated May 25, 2007. Those review letters are incorporated herein and made a part hereof. At the July 11, 2007 public hearing applicant addressed the Board engineer's letter. At the August 8, 2007, public hearing applicant addressed the planner's July 5, 2007 letter. On both dates the applicant agreed to make numerous plan modifications and supply data and or documents as conditions of this approval. The submission of that data and those documents and all such plan modifications and amendments as set forth in the record are further conditions of the approval granted by this resolution. Therefore, the approvals granted by this resolution are subject to the terms and conditions of the various professional reports submitted during the review process unless waived or modified by other provisions of this resolution, or the agreements and representations made at the public hearings held on this matter.

2. Site Plan Approval. Applicant proposes to meet its COAH obligation by developing three affordable housing units on Lot 19. Applicant has submitted a site plan for the development of this lot. It is modified slightly from the original site plan presented at the time

preliminary approval was granted. The modification is approved by this resolution. Applicant's site plan for the COAH units is hereby granted preliminary and final approval. As part of this approval, applicant sought a variance from the requirement that it build two (2) low income units and one (1) moderate income unit. Based on the fact that the principal of the LLC has included more than the minimum number of low income units in other projects it has developed in the Township in the past, the Board found that the applicant should be permitted to change its COAH unit mix by developing three (3) moderate income units.

3. English Basements.

- a. The applicant's plan proposes what it calls "English Basements" for the homes on Lots 1 through and including 11, the lots that back onto Boggs Ditch. The applicant described an "English Basement" as a basement that lies half above and half below grade.
- b. The applicant proposed that a number of homes would have floors below the base flood elevation. This proposal is contrary to the Township's "Flood Damage Prevention" ordinance, (Chapter 65 of the Township Code) and would

require a variance from the Township Committee to allow this departure from the terms of that ordinance. The Board engineer recommended against this proposal.

- c. The applicant pointed out that following the Board engineer's recommendation would adversely affect the aesthetics of the development because it would require changes in the grading plan that would result, in turn, in the removal of virtually every tree now standing on the site.
- d. Noting that the region has experienced a 1000 year storm, a 500 year storm, and a 100 year storm within the last five years, the Board found that aesthetics must yield to the public health and safety considerations that underlie the Board engineer's recommendation. The applicant indicated that it would revise its plan as per the engineer's recommendation and the Board's wishes and raise every floor of every home, including basements, above the base flood elevation. Accordingly, applicant will not seek a variance from the Township Committee as previously planned.

4. County Approval.

The applicant advised that its plan has received the preliminary



approval of the Burlington County Planning Board and asks that this Board's final approval be conditioned on the receipt of final subdivision approval from that Board. At the time applicant applies for final approval from the County Board, applicant shall request permission to extend the sidewalk along the full length of the project's frontage on Burlington Avenue. When applicant presents its final plan to the Burlington County Planning Board, it will make that Board aware of this Board's request that a sidewalk be installed along the full length of the project's frontage on Burlington Avenue.

5. Payment of All Taxes and Professional Fees. As a precondition to applicant obtaining a signature on the development plans submitted for filing in order to perfect the subdivision under the map filing law, applicant shall pay all outstanding professional review fees and municipal taxes to the date that the plans are signed. Further, as a precondition to such signing, applicant has agreed to pay or otherwise resolve all other charges outstanding against the applicant, or its principal, John Rahenkamp, arising out of this, or any other matter in which there is a claim.
6. Notice for Certain Lots. The agreement of sale for Lots 11, 12, and 13 must contain a notice, approved as to form and content by the

Board solicitor and engineer, advising prospective purchasers that the lots adjoin a railroad line and that noise associated with the line's operation may be experienced from time to time.

7. Recreation Contribution. Applicant's plans do not call for the development of recreation improvements on site. Pursuant to condition 8 of the Resolution granting preliminary subdivision approval, applicant is to make a contribution in lieu of constructing these improvements. The amount of the contribution shall be roughly equivalent to the value of the improvements which would otherwise be constructed under section 100-35 of the Township's development regulations. Applicant must pay the applicable recreation fee on a per unit, not a per lot basis.
8. Boggs Ditch Notice. Portions of all of the lots adjacent to Boggs Ditch and portions of all lots in the interior of Tieman Circle lie within the 100 year flood plain. The use of these lots must be restricted by the terms of a Deed Restriction approved as to form and content by the Board Solicitor and Engineer, noted on the final plan, and recorded in the office of the Burlington County Clerk in order for it to be reflected in the chain of title to the affected lots. A brief summary and notice of these restrictions must appear in the

agreement of sale to all affected lots. This notice must be approved as to form and content by the Board engineer and solicitor. Proof that the deed restrictions have been filed in the offices of the Burlington County Clerk must be provided to the Board Secretary.

9. Street Trees. All street trees in the subdivision will be placed outside of the public right-of-way but within an easement area which will be noted on the final subdivision plan prior to execution of the plan by the Township. The legal description of the easement must be approved by the Board engineer. The language of the easement, obligating each lot owner to maintain the trees and allowing, but not obligating, the Township to replace them, must be approved by the Board solicitor. Proof that the approved easement has been recorded in the office of the Burlington County Clerk must be provided to the Board Secretary. All deeds under which the developer of the subdivision transfers title to a potential purchaser of any of the lots shall contain a reference to the easement and the obligations under it.
10. Sight Triangle. Lots 2 and 19 at the intersection of Hinkle Way and Burlington Avenue will be subject to a sight triangle easement which must be noted on the final subdivision plan. The legal description of the easement and the restrictions on landscaping and the construction

of improvements within the easement area must be reviewed and approved by the Board engineer and solicitor. Proof that the approved easements have been recorded in the office of the Burlington County Clerk must be submitted to the Board Secretary. All deeds under which the developer of the subdivision transfers title to a potential purchaser of any of the lots shall contain a reference to the easement and the obligations under it.

11. Supplemental Landscaping. The applicant will supplement the landscape buffer between Lots 11, 12, and 13 and the railroad tracks in accordance with the Board planner's recommendation. The approved modifications to the landscape buffer must appear on the final plan submitted for signature.
12. Facilities Serving the Subdivision. The subdivision approved by this resolution includes a detention basin and various easements, pipes, and other improvements serving the development. The applicant intends to present a number of alternatives for the maintenance of these improvements to the governing body. To the extent that the governing body accepts an alternative method of maintenance of these improvements by either accepting responsibility for such maintenance, or the creation of an alternative legal device for the

ongoing maintenance of these improvements and to the extent that the device chosen is not approved as to form by the Township Solicitor and the Township Engineer, they must be reviewed and approved as to form prior to implementation by the Board Solicitor and the Board Engineer. In lieu of public maintenance or acceptance of an alternative method for maintenance of the improvements, applicant shall form a Homeowner's Association to which each owner of property in the subdivision shall be required to be a member; a Homeowner's Association shall be financially responsible for the ongoing maintenance of the facilities referenced above. The documents creating these obligations must be reviewed and approved by the Board solicitor.

13. Waterfront Development Permit. The Waterfront Development Permit issued by the NJDEP permits the applicant to construct a fence along the Boggs Ditch. The design of the fence must be approved by the Board Planner. The approved design shall be incorporated with in the final plans.
14. Recycling Receptacles. The ultimate developer of the subdivision approved by this resolution will provide to each new homeowner recycling receptacles for each dwelling unit in the project.

15. Base Flood Elevation. No bottom floor of any dwelling unit in the subdivision shall be lower than the base flood elevation. To the extent required, applicant will amend its plans as necessary to comply with this requirement.
16. Posting of Bonds and Other Guarantees. Applicant as a precondition to the Township's signing of the plans to be recorded with the Clerk for the County of Burlington shall post appropriate performance guarantees and improvement inspection escrows in the amount determined by the Board Engineer. All such guarantees shall be approved as to form by the Township solicitor.
17. Other Agency Approval. The approval granted by this resolution is subject to applicant obtaining from any and all other agencies having jurisdiction over the matter any and all approvals required by law. This approval is specifically conditioned upon applicant obtaining those approvals.
18. Rights Granted. The approval contained herein confers upon the applicant the rights set forth in NJSA 40:55 D-52.
19. Conditional Approvals
  - A. Conditions Precedent.
    - (1) Whenever any application for development is approved

subject to specified conditions intended to be fulfilled before the approval becomes effective, said conditional approval shall lapse and become null and void unless all specified conditions, other than those contemplated by N. J. S. 40:55D-22.b. are fulfilled within 190 days of the date of conditional approval.

(2) Proof that applications have been filed with all other agencies having jurisdiction over any aspect of the application for development shall forthwith be filed with the municipal agency.

(3) The fulfillment of all other conditions precedent shall forthwith be reported in writing to the municipal agency, which may cause such reports to be verified in an appropriate manner. Only upon fulfillment of all conditions shall any plan be signed or any required building permit, occupancy permit or zoning permit be issued.

(4) When all conditions have been fulfilled with respect to any minor or major site plan, applicant shall, within 30 days of the fulfillment of all such conditions, submit its map for signature by the Board Engineer or any such approval shall lapse and be of no force and effect; provided, however, that the applicant may, for good cause shown, obtain an extension either before or after the lapse of

said 30 day period within the reasonable exercise of the Board's judgment.

B. Conditions Subsequent.

(1) Whenever any application for development is approved subject to conditions, which by their terms are incapable of being fulfilled, or are not required to be fulfilled prior to the final approval of the application, the performance of which are not guaranteed by bonds or securities of any type, failure to fulfill any such condition within six months from the date of the final approval of the application for development shall be grounds for the issuance of a stop work order by the enforcing official and the withholding of any zoning permit, certificate of occupancy or any other approval until such condition or conditions are fulfilled.

(2) Nothing herein contained shall be construed as preventing the municipal agency from specifying a longer period of time within which any specific condition must be fulfilled, or from granting, upon an ex parte application, an extension of time for good cause shown.

(3) The fulfillment of all conditions shall be reported in writing to the municipal agency which may cause such reports to be



verified in an appropriate manner. Only upon fulfillment of all conditions shall any subdivision map or site plan be signed or any required building permit, occupancy permit, zoning permit or other required approval be issued.

(4) For purposes of calculating the time period within which conditions must be fulfilled such time periods shall commence from the date on which the resolution of approval was adopted.

20. COAH Contributions. Applicant is required to comply with the terms and conditions of the Township's COAH compliance plan. To the extent that contributions are required to be made under that plan, all such contributions shall be paid when and as required by that plan.

BE IT FURTHER RESOLVED that a motion was duly made by Mr. Matulewicz and duly seconded by Ms. Moore to grant final major subdivision approval as set forth within this Resolution.

ROLL CALL VOTE on the motion was recorded as follows:

IN FAVOR: Mr. Lord, Mr. Matulewicz, Ms. Moore, Mr. Templeton, Ms. vanGenderen, Mr. Denlinger, Ms. Jass.

OPPOSED: None.

RECUSED: Mr. Corcorn, Mr. Martin.

BE IT FURTHER RESOLVED that a motion was duly made by Ms. Moore and duly seconded by Mr. Matulewicz to grant preliminary and final major site plan approval as set forth within this Resolution.

ROLL CALL VOTE on the motion was recorded as follows:

IN FAVOR: Mr. Corcoran, Mr. Lord, Mr. Martin, Mr. Matulewicz,  
Ms. Moore, Mr. Templeton, Ms. vanGenderen, Mr. Denlinger, Ms. Jass

OPPOSED: None.

RECUSED: None.

Attest:

Delanco Township Joint Land Use Board

Roseann Lameiras  
Roseann Lameiras, Secretary

By: Laurie E. van Genderen  
Laurie E. vanGenderen, Chairperson

### CERTIFICATION

This Resolution of Memorizlization being adopted by action of the Board on this 2nd day of October, is a true copy of the action taken by the Board at its meeting held on August 7, 2007.

Roseann Lameiras  
Roseann Lameiras

**Approved Redevelopment Agreement between Delanco Township and  
Zurbrugg Partnership – April 14, 2008**

---

**REDEVELOPMENT AGREEMENT**

**by and between**

**THE TOWNSHIP OF DELANCO  
as Redevelopment Entity**

**and**

**ZURBRUGG PARTNERSHIP, LLC, as Redeveloper**

**FOR THE ZURBRUGG MANSION PROPERTIES**

**Dated: April 14, 2008**



This **REDEVELOPMENT AGREEMENT** ("**Redevelopment Agreement**"), dated as of April 14, 2008, is hereby entered into, by and between the **TOWNSHIP OF DELANCO**, a municipal corporation of the State of New Jersey, with offices at 770 Coopertown Road, Township of Delanco, County of Burlington, acting in the capacity of Redevelopment Entity pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("**Township**"), and **ZURBRUGG PARTNERSHIP, LLC**, a limited liability company of the State of New Jersey, with offices at 1 Executive Drive, Moorestown, New Jersey ("**Redeveloper**"). Together, the Township and Redeveloper are the "**Parties**."

#### WITNESSETH

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, *et seq.*, as amended and supplemented ("**Redevelopment Law**"), provides a process for redevelopment entities to participate in the redevelopment and improvement of areas in need of redevelopment; and

**WHEREAS**, in order to stimulate redevelopment for the Township of Delanco, by Resolution adopted on June 20, 2006, the Township, as Redevelopment Entity, designated property with an address of 531 Delaware Avenue, and known as Block 1201, Lots 1.01 and 1.02 and Block 1202, Lots 1.01, 1.02 and 1.03 on the tax maps of the Township, as an "area in need of redevelopment" (the "**Property**"), in accordance with the Redevelopment Law; and

**WHEREAS**, the Township-owned Property includes the Zurbrugg Mansion (the "**Mansion**"), an impressive local landmark, as well as two lots along the Delaware River; and

**WHEREAS**, the Township previously entered into a redevelopment agreement dated March 27, 2007 with J2 Associates for the redevelopment of the Mansion as a bed and breakfast with associated residential improvements on the Property. J2 Associates and the Township mutually agreed to the termination of this redevelopment agreement; and

**WHEREAS**, the Township has determined that the redevelopment of the Mansion Property is in the public interest, and the Mansion is particularly well suited for renovation and rehabilitation to provide independent senior living units, of which a minimum of twenty one (21) units shall be affordable pursuant to Council on Affordable Housing ("COAH") standards; and

**WHEREAS**, the Township reviewed proposals from February and March 2008, including a March 10, 2008 redevelopment proposal submitted by Redeveloper. The Township has determined that Redeveloper's proposal meets the affordable senior living goals of the Township, and further, that Redeveloper is an experienced redeveloper, able to set forth a practical and creative plan for a project that will preserve and enhance the historic features of the Mansion portion of the Property; and positively impact the surrounding neighborhood, all in the best interests of the Township; and

**WHEREAS**, the Township desires that the Property, exclusive of the waterfront lots (Block 1201, Lots 1.01 and 1.02) be acquired and redeveloped by Redeveloper, in accordance with the Township's adopted Redevelopment Plan, pursuant to law, because of Redeveloper's proposal, its knowledge of the market, its agreement to construct the improvements so as to respect the integrity of the Mansion, and to provide for affordable senior independent housing units within a renovated Mansion, Redeveloper's demonstrated ability to restore and maintain the Mansion, and the ability of Redeveloper's architect and other members of its Project Team to maintain historical features of the Project site; and

**WHEREAS**, Redeveloper intends hereunder to eliminate the Township's debt exposure on the Mansion and anticipates Redeveloper's Project costs to be in excess of Four Million Dollars (\$4,000,000.00); and

**WHEREAS**, the Parties desire to enter into this Redevelopment Agreement to set forth the terms conditions pursuant to which the Property shall be acquired and redeveloped by Redeveloper.

**NOW THEREFORE**, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the Parties hereto, binding themselves, as well as their successors and assigns, do hereby mutually promise, covenant and agree to cause the redevelopment and revitalization of the Property as follows:

## **ARTICLE 1 DEFINITIONS AND INTERPRETATIONS**

**SECTION 1.1. Definitions.** Except as expressly provided herein to the contrary, all capitalized terms used in this Redevelopment Agreement and its Exhibits shall have the following meanings:

"Applicable Laws" means all Federal, State and local laws, ordinances, approvals, rules, regulations and requirements applicable thereto including, but not limited to the Redevelopment Law, the Municipal Land Use Law, relevant construction codes, and such zoning, sanitary, pollution and other environmental safety ordinances, laws and such rules and regulations thereunder, including all applicable Environmental Laws and Federal and State labor standards.

"Carriage House" means the existing structure on the southeast corner of the Property, which will be renovated to allow for sale and occupancy as a market rate, non-age restricted home.

"Carriage House Lot" means the Lot on which the Carriage House is located.

"Certificate of No Default" is as defined in Section 4.13 hereof.

"Certificate of Occupancy" as in Section 4.14, et. seq., hereof, means a permanent "Certificate of Occupancy", as such the term is defined in the New Jersey Administrative Code, issued with respect to all or a portion of the Project, upon completion of all or a portion of the Project.

"Closing" shall mean that event to be held no later than June 30, 2008, unless the Township extends that date, at which Redeveloper shall acquire the Property from the Township for One Million Eight Hundred Thousand (\$1,800,000.00) Dollars to be paid in accordance with Section 6.1.

"Commence Construction" or "Commencement of Construction" means the undertaking by Redeveloper of any actual physical construction or improvements, any site preparation, environmental remediation, construction of new structures, and construction or upgrading of infrastructure.

"Completion Dates" are those set forth in the Project Schedule attached as **Exhibit "A"** hereto, which the Township may extend.

"Critical Components" means those features or uses of the Property, which the Parties have negotiated and which are therefore specifically required, above and beyond acquisition of the Property and Property redevelopment as set forth in the Master Plan, the Redevelopment Plan, and Redeveloper's proposal. The Critical Components are set forth as **Exhibit "B,"** all of which are integral parts of the Project and shall survive closing and the Term of this Agreement.

"Effective Date" means the date of execution of this Redevelopment Agreement by both Parties.

"Environmental Laws" are any and all federal, State, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders and decrees, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §§ 9601 *et seq.*); the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. § 6901 *et seq.*); the Clean Water Act (33 U.S.C. § 1251 *et seq.*); the New Jersey Spill Compensation and Control Act (the "Spill Act") (N.J.S.A. 58:10-23.11 *et seq.*); the Industrial Site Recovery Act, as amended ("ISRA") (N.J.S.A. 13:1K-6 *et seq.*); the New Jersey Underground Storage of Hazardous Substance Act (N.J.S.A. 58:10A-21 *et seq.*); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 *et seq.*); the New Jersey Brownfield and Contaminated Site Remediation Act (N.J.S.A. 58:10B-1 *et seq.*); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 *et seq.*); and the rules and regulations promulgated thereunder.

"Event of Default" is described at Article 11.2 hereof.

"Escrow" is that interim cost fund required to be paid to the Township by Redeveloper, up to a maximum of Ten Thousand (\$10,000.00) Dollars for the Township and Five Thousand (\$5,000.00) Dollars for the Joint Land Use Board, pursuant to the Parties' existing Redevelopment Agreement.



"Force Majeure" – is defined in Section 11.8 below for the purposes of any of the provisions of this Redevelopment Agreement. Neither of the Parties shall be considered in breach of, or in default of this Agreement because of any delay in the performance of obligations arising solely from causes beyond their reasonable control and not substantially due to their fault or negligence. It is the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Parties shall be reasonably extended for the period of the delay, as set forth herein. Insufficient funds for Redeveloper to complete the Project is not a Force Majeure event.

"Governmental Approvals" means all necessary reviews, consents, permits) or other approvals of any kind legally required by any Governmental Body in order to implement the Project, in final and unappealable form. Redeveloper has the option of closing on the Property prior to receipt of all Governmental Approvals.

"Governmental Body" means any federal, state, county or local agency, department, commission, authority, court, or tribunal, and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the Township of Delanco, the County of Burlington and the State of New Jersey.

"Hazardous Substance" means any substance, material or waste that is listed as hazardous, toxic, a pollutant or contaminant, or dangerous under any applicable federal, state, county or local statute, rule, regulation, ordinance or order.

"Independent Senior Apartments" means age-restricted housing as defined in the Federal Fair Housing Act as "housing for older persons" with the restrictions pertaining to persons 55 years of age or older.

"Legal Requirements" means all laws, statutes, codes, ordinances and resolutions, orders, regulations and requirements of any Governmental Body, now or hereafter in effect, and, in each case, as amended from time to time, including all environmental laws and regulations.

"Mansion Addition" means the renovation and expansion of the rear portion of the Mansion by twelve (12') feet to provide for twelve (12) COAH complaint individual senior affordable housing units in the rear portion of the Mansion.

"Mansion Project" means the renovation of the Zurburgg Mansion to permit up to twenty-four (24) Independent Senior Apartments on that portion of the Property designated as Block \_\_\_\_, Lot \_\_\_\_ (the "Mansion Lot").

"NJDEP" means the New Jersey Department of Environmental Protection and any successors in interest.

"Parties" means the Township of Delanco and Redeveloper, Zurburgg Partnership, LLC.

"Permitted Transactions" is defined in Section 8.3 hereof.

"Person" means any individual, sole proprietorship, corporation, partnership, joint venture, limited liability company or corporation, trust, unincorporated association, institution, public or governmental body, or any other entity.

"Planning Board" or "Joint Land Use Board" means the Planning Board, also referred to as the Joint Land Use Board, of the Township of Delanco.

"Progress Meeting" is defined in Section 7.1 hereof.

"Progress Report" is defined in Section 7.2 hereof.

"Project" means acquisition by Redeveloper of the Property, adoption of the Redevelopment Plan, effectuating all applications for redevelopment approvals, posting of performance bonds, seeking site plan approvals, and construction of all Project improvements, specifically, the Mansion Project creating the Independent Senior Apartments, the Carriage House and the for-sale townhouse residential units, along with site preparation, adherence to all Critical Components of the Project as defined, as well as satisfaction of all financial obligations due and owing the Township, including but not limited to the payment of the Escrow.

"Project Plan" is defined in Section 4.2 hereof.

"Project Schedule" shall mean the list of Project Completion Dates as set forth on **Exhibit "A"** hereto. The Township has sole discretion as to whether to extend such Completion Dates.

"Project Teams" are those defined at **Exhibit "C"** hereto, which can be amended upon written approval by the Township.

"Property" means those Lots and Blocks within the Township of Delanco, all of which are owned by the Township, as set forth in the Recitals and described further at **Exhibit "D"** hereto, which Property includes the Mansion Lot.

"Purchase Price" means One Million Eight Hundred Thousand Dollars (\$1,800,000.00), which shall be paid by Redeveloper to the Township for the Property in accordance with Section 6.1.

"Redeveloper" means Zurbrugg Partnership, LLC, the ownership structure for which is set forth at **Exhibit "E"** hereto.

"Redeveloper Covenants" are those defined at Section 3.2 hereof.

"Redevelopment Agreement" means this Redevelopment Agreement between the Township and Redeveloper, all Exhibits and Schedules attached hereto, and any written amendments hereto.

"Redevelopment Agreement Escrow" is that fund required to be paid by Redeveloper to the Township pursuant to this Redevelopment Agreement, up to a maximum of \$10,000 , with an initial deposit payment due upon the Parties' execution of this Redevelopment Agreement

"Redevelopment Plan" is the Township's adopted Redevelopment Plan for this Project, as amended from time to time, and the Township agrees to employ its best efforts to adopt the Redevelopment Plan by Ordinance by May 5, 2008, as long as Redeveloper timely submits all information and documentation necessary for finalization and adoption of the Plan.

"Redevelopment Law" means the State statute codified at N.J.S.A. 40A:12A-1 *et seq.*

"Ryan COAH Transfer Payment" means One Million Two Hundred Sixty Thousand (\$1,260,000.00) Dollars, said payment to compensate for and guarantee construction of fourteen (14) COAH affordable Senior Independent Apartments as part of the Mansion Project.

"State" means the State of New Jersey.

"Townhouses" or "Townhomes" means the eight (8) "for sale" market-rate units to be constructed on the Property outside of the Mansion.

"Townhouse Lot" means the Lot(s) where the eight (8) Townhomes are located.

"Township" means the Township of Delanco, located in Burlington County, New Jersey.

"Township Covenants" are those defined at Section 3.5 hereof.

"Township Event of Default" is defined in Section 11.6 hereof.

"Transfer" is defined in Section 8.1, *et seq.*, hereof.

"Zoning Ordinance" is defined as the Township's zoning ordinance and related land use regulations adopted pursuant to N.J.S.A.40:55D-1 *et seq.*

"Zurbrugg Mansion" is that portion of the Property which includes a late Georgian-style dwelling, with carriage house, used by the Zurbrugg family for many years as a residence, later used as a licensed residence for the elderly, and, following a bankruptcy and abandonment, purchased by the Township, to allow municipal control over the Property and for ultimate redevelopment purposes to benefit the citizens.

SECTION 1.2. Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for the Redeveloper drafted the first version of this Redevelopment Agreement, each Party recognizing that it and its counsel has had an opportunity to review this Redevelopment Agreement and has contributed to the final form of same. Unless otherwise specified: (i) whenever the singular number is used in this Redevelopment Agreement, the same shall include the plural, and the plural shall include the singular, (ii) the words "consent" or "approve" or words of similar import, shall mean the written consent or approval of the Township or Redeveloper, as the case may be, unless expressly stated to the contrary herein, (iii) the words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation," (iv) "hereunder" shall be deemed to refer to the provisions of this Redevelopment Agreement in their entirety and not to a

provision contained within any particular Section, and (v) all Exhibits to this Redevelopment Agreement are incorporated herein by reference.

SECTION 1.3. Interpretation and Construction. In this Redevelopment Agreement, unless the context otherwise requires:

(a) The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Redevelopment Agreement, shall refer to this Redevelopment Agreement.

(b) Words importing a particular gender mean and include correlative words of the other gender.

(c) Words importing persons or entities mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations, limited liability companies and other legal entities, including public or governmental bodies, as well as natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Redevelopment Agreement shall be solely for convenience of reference and shall not constitute a part of this Redevelopment Agreement, nor shall they affect its meaning, construction or effect.

(e) Unless otherwise indicated, all approvals, consents and acceptances required to be given or made by either Party hereunder shall not be unreasonably withheld, conditioned, or delayed.

(f) All notices to be given hereunder and responses thereto shall be given, unless a certain number of days is specified, within a reasonable time.

(g) Unless otherwise indicated, any fees, costs and/or expenses shall be required to be customary and reasonable.

## **ARTICLE 2 GENERAL REPRESENTATIONS AND WARRANTIES**

SECTION 2.1. Representations and Warranties by Redeveloper. Redeveloper hereby represents and warrants the following to the Township for the purpose of inducing the Township to enter into this Redevelopment Agreement, and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof, and all of which shall survive this Agreement:

a) Redeveloper is a limited liability company of the State of New Jersey, qualified to conduct business in New Jersey, and is in good standing under the laws of this State, having all requisite power and authority to carry on its business whenever conducted, and to enter into and perform all of its obligations under this Redevelopment Agreement.

b) Redeveloper has the legal power, right and authority to enter into this Redevelopment Agreement and the instruments and documents referenced herein to which Redeveloper is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and subject to securing all Governmental Approvals, to perform all of Redeveloper's obligations hereunder.

c) This Redevelopment Agreement is duly executed by Redeveloper, and is valid and legally binding upon Redeveloper and enforceable in accordance with its terms. The execution and delivery hereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which Redeveloper is a party.

d) No receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute that is applicable to the Redeveloper shall have been filed as of the Effective Date.

e) No adjudication of bankruptcy of Redeveloper, nor filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute applicable to the Redeveloper shall have been filed.

f) No indictment has been returned against any official of Redeveloper with respect to any transaction related to the transactions contemplated by the terms of this Redevelopment Agreement.

g) There is no action, liquidation, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which: (1) questions the authority of the Redeveloper to enter into the Redevelopment Agreement or any action, or act taken or to be taken by the Redeveloper pursuant to this Redevelopment Agreement; (2) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which could materially and substantially impair Redeveloper's ability to perform all obligations pursuant to the terms of this Redevelopment Agreement; or (3) prevents Redeveloper from complying with this Redevelopment Agreement.

h) Redeveloper's execution and delivery of this Agreement, and its performance hereunder, will not constitute a violation of any operating, company, partnership and/or stockholder agreement of Redeveloper, or of any agreement, mortgage, indenture, instrument or judgment, to which Redeveloper is a party.

i) All information and statements included in any information submitted to the Township and its agents, including but not limited to Redeveloper's ownership structure, are true and correct in all material respects. Redeveloper acknowledges that the facts and representations contained in the information submitted by Redeveloper regarding itself were material factors in the decision of the Township to enter into this Redevelopment Agreement.

j) The ownership structure of Redeveloper is generally set forth on **Exhibit "E"**. Redeveloper shall, at such times as the Township may request, furnish the Township with a complete statement, subscribed and sworn to by the managing member(s) of Redeveloper, setting forth all of the ownership interests of Redeveloper and other owners of equity interests of

Redeveloper, and the extent of their respective holdings, and, in the event any other persons have a beneficial interest in Redeveloper, their names and the extent of such interests.

k) Redeveloper agrees that the cost of and financing for the Project is the ultimate responsibility of Redeveloper, pursuant to this Redevelopment Agreement. The Township shall not be responsible for any costs whatsoever with respect to same, except those Payroll and Administrative Costs associated with the land use review process routinely and typically borne by the Township, such as Township employee time.

l) Redeveloper is financially and technically capable of acquiring the Property and redeveloping, designing, financing and constructing the Project in accordance with all Legal Requirements and Governmental Approvals.

SECTION 2.2. Representations and Warranties by the Township. The Township hereby represents and warrants the following to Redeveloper for the purpose of inducing Redeveloper to enter into this Redevelopment Agreement, and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof, and all of which shall survive this Agreement:

a) The Township has the legal power, right and authority to enter into this Redevelopment Agreement, and the instruments and documents referenced herein to which the Township is a party, to consummate the transactions contemplated hereby, and to perform its obligations hereunder.

b) This Redevelopment Agreement is duly executed by the Township, and is valid and legally binding upon the Township and enforceable in accordance with its terms. The execution and delivery thereof shall not constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Township is a party.

c) There is no pending, or to the best of the Township's knowledge, threatened litigation, that would prevent the Township from performing its duties and obligations hereunder.

d) The Township holds fee simple title to the Property free and clear of all liens and encumbrances except as set forth in **Exhibit "D,"** and has the authority to sell same to Redeveloper, as is, for the purposes set forth in the Redevelopment Plan.

e) The Township has received no notice of any violation of any Environmental Laws or Legal Requirements related to the subject Property. The Township represents and warrants to the Redeveloper that at the time of the execution of this Agreement, the Township has no knowledge as to the Township or its representatives, agents, employees, lessees, invitees, contractors, and others performing work on or behalf of the Township at the Property having discharged or released any Hazardous Substances in, on, under, or from the Property or any portion thereof. The Township agrees to promptly provide to Redeveloper, upon receipt of payment for copies and a written request therefore, true complete copies of all available environmental reports, test results, correspondence and other non-privileged documents and materials sent to or received from the NJDEP or any other Governmental Body by or on behalf of the Township, or otherwise in the possession of the Township, related to the presence

of Hazardous Substances in, on, or under the Property, or any contamination on or released from or adjacent to the Property.

### 2.3. Mutual Representations.

(a) The Township and Redeveloper agree that the Project will be governed by the adopted Redevelopment Plan, as amended from time to time by Ordinance, as well as any provisions of the Zoning Ordinance not superseded by the Redevelopment Plan and/or this Redevelopment Agreement, and that Redeveloper, whose ownership structure, and business and financial plan for the Project, are attached hereto as **Exhibit "E,"** will expeditiously seek all Governmental Approvals set forth at **Exhibit "F"** hereto so that Redeveloper can complete this Project, with guidance from the Township, in a timely fashion. If requested by Redeveloper, the Township agrees that it may be a co-applicant on certain applications for Governmental Approvals, at no cost to the Township.

(b) In the event that any contractual provisions required by Legal Requirements have been omitted, the Township and Redeveloper agree that this Redevelopment Agreement shall be deemed to incorporate all such clauses by reference, and that such requirements shall become a part of this Redevelopment Agreement. If such incorporation occurs and results in a change in the obligations or benefits of one of the Parties, the Township and Redeveloper hereby agree to act in good faith to mitigate such changes in position.

## ARTICLE 3

### DECLARATION OF COVENANTS AND RESTRICTIONS; REDEVELOPER COVENANTS; TOWNSHIP COVENANTS

SECTION 3.1. Declaration of Covenants and Restrictions. The Parties hereby agree to record a Declaration of Covenants and Restrictions ("**Declaration**"), ~~at Redeveloper's expense,~~ imposing upon the Property the Redeveloper Covenants as set forth in Section 3.2 below.

SECTION 3.2 Redeveloper Covenants. The following covenants and agreements by Redeveloper, for the purposes of this Redevelopment Agreement including the Exhibits hereto, shall be construed to include Redeveloper's Covenants, not only as to Redeveloper's actions, but as to the actions of any successor or approved assignee of Redeveloper until the recording of the Discharge of such agreements and Covenants:

(a) Redeveloper shall implement the Project with its Project Team, as described at **Exhibit "C,"** in accordance with the provisions of this Redevelopment Agreement and Legal Requirements, including, but not limited to, the Redevelopment Law, all Governmental Approvals and all Environmental Laws, and shall expeditiously seek all Project approvals.

(b) Redeveloper shall undertake with due diligence: (1) to provide necessary financing for the Project, including the cost of Property acquisition, on commercially reasonable terms and conditions, (2) redevelopment of the Property upon securing all Governmental Approvals and Closing on the Property, which Closing can, at

Redeveloper's option, occur without all Governmental Approvals in place, (3) performance of each item in the Project Schedule on or prior to the date set forth in the Project Schedule (and for those items for which commencement dates only may be given, such items shall be completed in a commercially reasonable period), (4) the Critical Component requirements, including the creation of up to twenty four (24) Independent Senior Apartments in the Mansion and (5) in conjunction with the Township Affordable Housing Administrator, seek income qualified tenants for at least nineteen (19) to a maximum of twenty four (24) (if the Creekside Units are transferred) COAH affordable Independent Senior Apartments in the Mansion. The COAH units shall include the fourteen (14) units transferred from Rivers Edge, the two (2) "growth share" units attributable to the Townhomes, and any and all additional affordable units attributable to the converted River's Edge units, if a growth share is allocated to these transferred units. There may be an additional two (2) COAH units that may be purchased pursuant to Section 9.5 of this Agreement. At Redeveloper's discretion, and if there are available sufficient Senior Independent Apartments available, Redeveloper may, upon the consent of the Joint Land Use Board, transfer the three (3) affordable units from the Creekside @ Delanco project to the Mansion. The Redeveloper shall also be required to create any additional "growth share" affordable units attributable to the converted Creekside @ Delanco units arising from the transfer of these units to the Mansion Project, as determined by the court

(c) All activities performed under this Redevelopment Agreement shall be performed in a commercially reasonable manner in accordance with the level of skill and care ordinarily exercised by redevelopers of projects of the same type and nature as the Project.

(d) Redeveloper shall use diligent efforts to obtain all Governmental Approvals required for the construction and redevelopment of the Property, including evidence satisfactory to the Township that its use of the Property is in compliance with all Legal Requirements and all Environmental Laws. Upon Redeveloper's request, the Township shall be a co-applicant for certain permits, at no cost to the Township.

(e) During development and construction and, upon completion of the redevelopment and construction of the Project, Redeveloper shall use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Property for the purposes contemplated hereby.

(f) Redeveloper shall not suspend or discontinue the performance of its obligations under this Redevelopment Agreement (other than in the manner provided for herein, including the initial maximum start-up time reflected in Section 3.2(r) below), provided written demand has been given by the Township to the Redeveloper to commence or, as appropriate, to recommence construction.

(g) Redeveloper shall notify the Township of any material change in its financial condition from the information provided to the Township by Redeveloper indicating Redeveloper's financial capability to acquire the Property, and redevelop, finance and construct the Project in furtherance of the Township's consideration in designating Zurbrugg Partnership as Redeveloper.



(h) Redeveloper shall make all payments in satisfaction of Redeveloper's financial obligations as set forth in this Redevelopment Agreement.

(i) Redeveloper shall not use the Property in a manner that is inconsistent with (1) the adopted Redevelopment Plan, (2) the Zoning Ordinance where controlling, or (3) this Redevelopment Agreement.

(j) Once Redeveloper has acquired the Property, Redeveloper shall complete the Project, or cause the Project to be completed, at its sole cost and expense, using any public and/or private resources that may be available on or before October 1, 2010. The Township shall in no way be obligated to provide resources, unless specifically provided for herein.

(k) Redeveloper shall not discriminate against or segregate any person, or group of persons, on account of race, color, religion, creed, age, national origin, ancestry, physical handicap, marital status, affectional preference or gender, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Redeveloper itself, or any affiliate claiming under or through Redeveloper, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees, or vendees at the Property.

(l) Redeveloper shall refrain from restricting the sale, lease, sublease, rental, transfer, use, occupancy, tenure, or enjoyment of the Property (or any part thereof) on the basis of race, color, religion, creed, age, national origin, ancestry, physical handicap, marital status, affectional preference or gender of any person.

(m) Redeveloper covenants that its undertakings pursuant to this Redevelopment Agreement shall be for the purpose of redevelopment of the Property and not for speculation in land holding.

(n) Unless the Township provides an extension for acquisition, Redeveloper shall acquire the Property no later than June 30, 2008 for a Purchase Price of One Million Eight Hundred Thousand Dollars (\$1,800,000.00), which Redeveloper shall pay to the Township as follows: One Million Seven Hundred Thousand Dollars (\$1,700,000.00) to be paid at Closing and One Hundred Thousand (\$100,000.00) Dollars shall be paid to the Township in increments of Twelve Thousand Five Hundred (\$12,500.00) Dollars per Townhome at Closing for each of the eight (8) Townhomes.

(o) Redeveloper shall commence and complete construction of the Project pursuant to the Project Schedule, attached hereto as **Exhibit "A."**

(p) Redeveloper shall not convey or transfer the Property or the Project to third parties without specific written approval by the Township in accordance with the Redevelopment Law and this Redevelopment Agreement.

(q) Redeveloper shall construct or cause to be constructed, only those improvements established in the approved Redevelopment Plan and in accordance with all Governmental Approvals.

(r) Redeveloper shall commence improvements, as required by the Township, no later than three (3) months following the securing of all Governmental Approvals.

SECTION 3.3. Effect and Duration of Redeveloper Covenants. It is intended and agreed by the Parties that the agreements and covenants set forth in the Redeveloper Covenant Section and elsewhere in this Redevelopment Agreement designated for inclusion in the Declaration shall be covenants running with the land, and that they shall in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Redevelopment Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of the Township, and enforceable by the Township, its successors and assigns, and any successor in interest to the Property, or any part thereof, against Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof, for the duration of this Agreement.

SECTION 3.4 Termination of Declaration and Redevelopment Agreement. This Redevelopment Agreement and the declaration and covenants set forth herein shall remain in effect until either the termination of this Redevelopment Agreement in accordance with its terms or the issuance of the final Certificate of Occupancy for the Project. Upon acquisition and redevelopment of the Property and completion of the Project as determined by the issuance of the final Certificate of Occupancy, this Agreement and the Declaration shall terminate, and the conditions that were found and determined to exist at the time the Redevelopment Area was determined to be in need of redevelopment shall be deemed to no longer exist, and the conditions and requirements of N.J.S.A. 40A:12A-9 shall be deemed to have been satisfied with respect to the Project. Simultaneous with the issuance of the final Certificate of Occupancy, the Township shall deliver to Redeveloper a Discharge of Declaration in recordable form. Except with respect to any financial obligations due and owing the Township, and, as expressly provided herein, all representations and obligations of the parties hereto shall cease and terminate as of the date of the delivery of the final Certificate of Occupancy.

SECTION 3.5. Enforcement by the Township. In amplification, and not in restriction of the provisions of this Article, it is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth in this Redevelopment Agreement, both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall (and the Declaration shall so state) run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Township remains or is an owner of any land or interest therein. The Township shall have the right, in the event of any material breach of any such agreement or covenant, to exercise all the rights and remedies set forth in Article Eleven (11) herein.

**SECTION 3.6 Township Covenants.** The Township covenants and agrees that:

(a) The Township agrees to sell the Property to Redeveloper for One Million Eight Hundred Thousand Dollars (\$1,800,000.00) for redevelopment purposes in compliance with this Agreement.

(b) The Township agrees to reasonably and lawfully assist Redeveloper in the implementation of the Project. If requested by Redeveloper, the Township agrees to be a co-applicant for certain permits and approvals from State and/or Federal agencies, at no cost to the Township. The Township agrees that it will use its best efforts, but without any expense to the Township except for those Routine Payroll and Internal Administrative Costs, as defined herein, to assist or provide non-privileged information in its possession to the Redeveloper when such assistance or information is needed by the Redeveloper to obtain necessary permits or approvals, including, but not limited to, signing applications for permits or other approvals necessary for the redevelopment of the Project. To the extent permitted under applicable law, the Township agrees to reasonably support any applications of Redeveloper that are in accordance with this Agreement.

(c) The Township shall promptly review and schedule expedited Township Committee and Joint Land Use Board consideration of the development applications of Redeveloper for the Project, pursuant to the Project Schedule attached hereto as Exhibit A. Without waiving the applicability of any other laws, including but not limited to the Redevelopment Law, the Township agrees that the timeframes set forth in the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq. for land use review and action shall apply to the processing of all Project municipal land use applications.

(d) The Township shall not take any action intended to delay or prevent Redeveloper from implementing the Project in accordance with the Redevelopment Plan, the Zoning Ordinance as applicable, and this Redevelopment Agreement. The Township agrees to promptly schedule any public hearings on the Redevelopment Plan, site plan or any other required public hearing. The Township will employ best efforts to provide Redeveloper with copies of any and all reports, studies and analysis by Township staff and consultants at least three (3) days prior to any public hearing, and Redeveloper agrees to pay the copying costs related to same. In addition to Redeveloper's right and remedies pursuant to Article Eleven (11), any action taken by the Township that unreasonably delays or prevents Redeveloper's performance shall be construed as a Force Majeure Event, for purposes of reasonably extending Redeveloper's time for performance.

**ARTICLE 4  
IMPLEMENTATION OF PROJECT**

**SECTION 4.1. Conditions Precedent to Performance.** Redeveloper and the Township agree that redevelopment of the Property pursuant to this Redevelopment Agreement is contingent upon the following conditions being fully satisfied or waived by June 30, 2008, and the Parties shall promptly and diligently pursue implementation of such conditions:

(a) In conjunction with the Township and Ryan Homes, Redeveloper shall secure Superior Court approval of the transfer of Ryan Homes' obligation to provide fourteen (14) COAH affordable senior housing units at River's Edge to the Mansion Project. The transfer is contingent upon the Court agreeing to treat the River's Edge project as an inclusionary project producing 29 affordable housing units. This Court approval shall preserve the credit worthiness of the fourteen (14) affordable housing units being constructed at the Mansion and shall also relieve Ryan Homes of any further affordable housing obligations in accordance with the settlement agreement between Ryan Homes and the Township of Delanco dated August 29, 1990, and the Subdivision approval granted for the River's Edge project as memorialized in Resolution Nos. 2000-15, 2006-29 and 2006-30.

(b) Redeveloper and Ryan Homes shall secure approval from the Planning Board for an amendment to the Resolution of Approval for the River's Edge Project to relieve Ryan Homes of any further obligation to provide fourteen (14) senior affordable housing units, which units will be transferred to the Mansion Project. Ryan Homes shall be required to pay to the Township the sum of \$1,260,000.00, which sum shall be held in escrow and credited against the purchase price of the Property at the time of Closing. In the event the Redeveloper does not take title to the Property, the Township shall retain said monies to be used for the production of affordable housing. Upon court approval of the transfer of the obligation to produce on-site affordable housing units, the Resolution will relieve Ryan Homes of any further affordable housing obligation with regard to these fourteen affordable units and shall permit the issuance of Certificates of Occupancy for market homes without any further affordable housing requirement being imposed on Ryan Homes. In the event that the Court determines that the construction of fourteen market rate units at River's Edge in place of the units transferred to the Zurbrugg Property, those additional 2.8 to 3.5 (subject to Court/ COAH determination) affordable units will also be accommodated as part of the Mansion Project.

(c) The Township shall adopt a Redevelopment Plan, to permit the development of up to twenty four (24) Independent Senior Apartments in the Mansion, renovation of the Carriage House and eight (8) market rate townhomes as set forth herein. The Redevelopment Plan bulk standards will permit the Mansion Addition.

(d) The Developer shall secure site plan approval from the Township Planning Board as required and necessary to permit the Project contemplated by this Agreement and the Redevelopment Plan all in accordance with the Project Plans which are attached hereto and made part hereof. The Redeveloper has the option to purchase the Property without all Government Approvals in place. The parties acknowledge that certain Governmental Approvals may be secured after closing the title on the Property and are not subject to the Conditions precedent to performance as set forth herein. Attached hereto is Exhibit "F" is a list of all Governmental Approvals that must be issued in order for Redeveloper to commence construction of the Project. Those approvals required as a condition to Closing are so noted in Exhibit "F".

(e) Redeveloper has previously approved the conditions of title and survey of the Property. As to environmental matters, the Redeveloper has previously reviewed and identified environmental remediation necessary for Closing to occur. The Township has agreed to undertake the remediation identified by Redeveloper that is necessary for Closing. Closing shall

be conditioned upon the Township's completion of the Environmental Remediation Activities identified in Section 4.6 herein

In the event that the Conditions Precedent listed above are not satisfied or waived on or before June 30, 2008, either party may terminate this agreement in writing. However, the parties agree that the time line for Closing may be extended upon mutual consent on the parties.

SECTION 4.2: Redeveloper's Proposed Project Plan. On or before April 7, 2008, or such later date as may be agreed upon in writing by the Township and Redeveloper, the Redeveloper shall deliver to the Township Redeveloper's proposed plan for the Project (the "Project Plan"). The Project Plan shall include a financing or payment plan and provisions relating to the timing of construction and the financing sources. The Project Plan shall be reviewed by the Township Committee, and, if acceptable to the Township, shall be used as appropriate to finalize the Township's Redevelopment Plan.

SECTION 4.3. Redevelopment Plan. On or before May 5, 2008, or such later date as may be agreed to by the Township and Redeveloper, the Township anticipates that it will adopt its Redevelopment Plan. The Redevelopment Plan shall include all standards related to the use and occupancy of the Project, the standards and performance requirements related to the structures to be constructed as part of the Project, a construction schedule and performance standards for construction, an environmental remediation plan, and all other regulations and standards that the Township believes reasonably necessary to implement the Redevelopment Plan and this Redevelopment Agreement. In the event the Township does not adopt the Redevelopment Plan by June 1, 2008, then either party may terminate this Agreement.

SECTION 4.4. Governmental Approvals. On or before May 6, 2008, Redeveloper shall submit a complete Subdivision and Site Plan ("SSP") simultaneously to the Township Committee and the Joint Land Use Board. The Township Committee shall review the SSP for compliance with the Redevelopment Plan and render a determination of Redevelopment Plan compliance within ten (10) days from submission of the SSP. The Joint Land Use Board agrees to complete, review and act on the SSP on or before June 1, 2008 or, if special meetings are necessary, by June 21, 2008. The SSP shall include a facilities plan, infrastructure depiction including parking and utilities, and such other information and uses as appropriate and consistent with the terms of the Redevelopment Plan, including the Critical Components. Redeveloper shall use diligent efforts to expeditiously secure, or cause to be secured, any and all other Governmental Approvals, and shall carry out the Project in conformance therewith. The Township agrees to cooperate, as appropriate, with Redeveloper in obtaining Governmental Approvals, including applying as a co-applicant, if requested by Redeveloper and at no cost to the Township. The Township shall promptly schedule all public hearings and shall provide Redeveloper with copies of all reports and studies in advance of any hearing. The Township shall not require any deviation from the standards set forth in the Redevelopment Plan, without consultation with the Redeveloper. Redeveloper shall be required to provide the Township with a copy of each and every application for Governmental Approvals submitted to Governmental Bodies at the same time as those applications are submitted to same. Prior to its submission of any site plan application, Redeveloper shall be available to make a presentation to the Township of such application.

SECTION 4.5. Marketable Title. Title to be conveyed to Redeveloper shall be good and marketable Title and shall be insurable at Redeveloper's expense at regular rates by a reputable title insurance company, subject only to standards, stipulations and conditions and ALTA owner's policy and all liens and encumbrances set forth in **Exhibit "D,"** which items constitute "permitted exceptions." Redeveloper shall secure a Title Report from a reputable title company licensed to do business in the State of New Jersey and shall deliver a copy of said Report to Township by April 7, 2008. The Township agrees that it shall maintain the status of title as set forth in the Title Reports submitted by the Redeveloper. The Redeveloper hereby agrees to accept title as set forth in the Title Report, without any further action required by the Township to address any condition of title as set forth in the Title Report. Closing of title shall be conditioned upon the preservation and maintenance of the status of title as set forth in the Title Report.

SECTION 4.6 Environmental Remediation Redeveloper has provided to the Township a Phase I Environmental Report which specifies certain remedial activities that must be undertaken and completed by the Township prior to Closing on the Property. (the "Remediation Actions") These Remediation Actions are set forth in Exhibit L, attached hereto. The Township agrees that it shall complete the Remediation Actions on or before June 1, 2008. The Redeveloper shall have the right to inspect the Property to assure the completion of the environmental remedial activities to Redeveloper's satisfaction.

SECTION 4.7 Property Acquisition. Redeveloper shall acquire the Property by June 30, 2008, unless extended by mutual consent, from the Township for the Purchase Price of One Million Eight Hundred Thousand Dollars (\$1,800,000.00). The Purchase Price shall be paid as follows: One Million Seven Hundred Thousand Dollars (\$1,700,000.00) to be paid to the Township at Closing. One Hundred thousand Dollars (\$100,000.00) shall be paid in eight installments at \$12,500.00 each installment, with one installment due at each Closing of each Townhome.

SECTION 4.8. Utilities. The Parties acknowledge that local public utility providers may have certain rights with respect to the Property. Redeveloper agrees that it is primarily responsible to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these utilities and improvements and easements therefore, in order to complete the Project as provided by this Redevelopment Agreement. In the event Redeveloper is unable to acquire any easement or utility connection after diligent and commercially reasonable effort, upon written request by the Redeveloper, the Township agrees that it shall use its power of eminent domain for acquisition of said easement, provided Redeveloper deposits in advance all sums needed by the Township to pursue and acquire said easement, including the cost of acquisition, attorney fees, appraisal fees and court costs. The Township will, at Redeveloper's expense, first attempt to negotiate for any such necessary easement before resorting to eminent domain. Redeveloper shall consult local public utility providers with respect to all Property and construction, and shall take all reasonable and customary precautions to prevent personal injury, property damage and other liabilities related to all utilities above, at and under the Property. Redeveloper shall cooperate with the Township in

such undertaking, including, but not limited to, providing easements over areas within the Property suitable for any utility relocation, if necessary, all at no cost to the Township.

SECTION 4.9. Environmental Obligations. The Township shall fund and complete the environmental Remediation Actions, set forth in Exhibit "L" for the cleanup and containment of Hazardous Substances and other contaminants at and emanating from the Property, all in accordance with all Applicable Laws and Legal Requirements, including Environmental Laws. The Township hereby agrees to fund or perform the Remedial Actions and complete same on or before Closing.

SECTION 4.10. Project Parking. The Redeveloper shall be responsible for providing all required and approved parking for its proposed development of the Property in accordance with the standards set forth in the adopted Redevelopment Plan, and in the Concept Plan attached hereto as **Exhibit "I,"** as approved by the Township, except as may require modification to provide the required setback distance of parallel parking from the intersections as required by N.J.S.A. 39:4-138. On-street parking will be permitted as referenced in **Exhibit "B."** Under no circumstances will parking be permitted on the Township-retained Waterfront Lots.

SECTION 4.11. Condition of Site. Redeveloper shall keep the Property free from any substantial accumulation of debris or waste materials, and shall maintain in good condition any landscaping and amenities required under the final site plan. Specifically, Redeveloper shall maintain the trees indicated in the Protected Trees Concept Plan, as approved by the Township in writing as "Preserved Trees." Any removal of the Preserved Trees shall require approval by the Township Committee. If Redeveloper contends that any Preserved Tree must be removed for health and safety reasons, the Redeveloper shall provide a report from a tree expert and submit same to the Township Committee for its consideration and approval, which approval shall not be unreasonably withheld.

SECTION 4.12. Neighborhood Impacts. Redeveloper shall comply with all Township Ordinances and the Construction Conditions set forth in the Redevelopment Plan, including traffic impacts and conditions, in order to minimize any potential negative effects that construction of the Project may produce on adjoining residents.

SECTION 4.13. Certificate of No Default. At either party's request, performing party shall deliver to the requesting party a Certificate to the effect that the performing party is not aware of any condition, event or act that constitutes a violation of this Redevelopment Agreement or that would constitute an Event of Default hereunder, and, that no condition, event or act exists that, with notice or lapse of time, or both, would constitute such a violation, or Event of Default, or, if any such condition, event or act exists, the Certificate shall so state.

SECTION 4.14. Certificate of Occupancy. The Parties agree that the Redeveloper shall comply with the building codes in effect at the time the Building Permit is issued (the "**Code**"), and the Township and Building Official will employ best efforts not to impose additional

building standards beyond those required by the Code, except as set forth herein. Upon completion of any portion of the Project as determined by the Township Construction Official, in accordance with the Redevelopment Plan, the Building Code, Governmental Approvals and Legal Requirements, the Construction Official shall issue a Certificate of Occupancy for that portion of the Project. The Township agrees to undertake all inspections in a prompt and expeditious manner.

SECTION 4.15. Project Schedule Violations. If Redeveloper fails to meet a Completion Date and is notified of same in writing by the Township and the applicable time period is inadequate to meet the Completion Date, or if Redeveloper determines that it will fail to meet a Completion Date, Redeveloper shall promptly provide written notice to the Township stating: (a) the reason for the failure to complete the applicable task, (b) the proposed method for correcting such failure, (c) Redeveloper's proposed schedule for completing such task, and (d) the Redeveloper's proposed new Project Completion Dates.

SECTION 4.16. Tolling Events. The Project Schedule is subject to relief resulting from (a) the occurrence of an event of Force Majeure, and (b) an Event of Default by the Township (each of the foregoing, a "Tolling Event"). The Redeveloper shall notify the Township of the proposed new Project schedule that is necessitated by a Tolling Event. In the event of a Tolling Event, performance of is limited or prevented as a direct result of such occurrence.

SECTION 4.17. Project Teams. A comprehensive list of the contact information for all individuals comprising the Parties' "Project Teams" including, but not limited to, those individuals on Redeveloper's Project Team who will be directly responsible for managing the Project design, approvals and construction, are set forth on **Exhibit "C"**. Each party shall provide, or cause to be provided, prompt notice to the other party of any changes to its Project Team.

SECTION 4.18. Execution of Documents. Redeveloper shall make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations, and, in general, do all things which may be requisite or proper for the acquisition, construction and redevelopment of the Project in accordance with all necessary Governmental Approvals, and other agreements as applicable, and shall perform all obligations thereunder, including being financially able to perform all obligations under the agreements in a commercially reasonable manner.

SECTION 4.19. Compliance with Redevelopment Agreement. Redeveloper shall use reasonable efforts to ensure that all consultants, professionals, employees, agents, contractors engaged by Redeveloper, and any of their subcontractors, shall have the skill and judgment necessary to implement the Project in compliance with the terms and conditions of this Redevelopment Agreement.

SECTION 4.20. Cooperation. The Parties shall fully cooperate with each other as necessary to accomplish the Project, including entering into additional agreements that may be required, provided however, that such actions shall not result in a material increase in the Parties'



respective obligations hereunder, or a material decrease in the Parties' respective rights hereunder.

SECTION 4.21. Term. This Redevelopment Agreement shall become effective upon its execution by the Parties hereto, and shall remain in full force and effect from such date until the Agreement has been terminated, as set forth herein, or the Project has been implemented and completed, as evidenced by the issuance of the final Certificate of Occupancy for the Project and payment by Redeveloper of its financial obligations to the Township. Such obligations, and any additional provisions when so stated hereunder, shall survive the "Term" of this Agreement.

SECTION 4.22. Access to Property by Redeveloper. Until Closing, Redeveloper shall have the right to enter upon the Property during normal business hours for the purpose of making, at its sole cost and expense, such surveys, studies and analysis, including structural and environmental testing, necessary to evaluate the suitability of the property and structures thereon for the redevelopment of same in accordance with this Redevelopment Agreement. Redeveloper agrees that all results from the aforementioned studies shall be delivered to the Township, at no cost to the Township. Prior to entering the Property, Redeveloper shall provide to the Township, a certificate evidencing that Redeveloper has comprehensive general liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per occurrence. Such insurance coverage shall be in addition to that reflected as **Exhibit "H"** hereto. Redeveloper shall indemnify, defend and hold harmless the Township from and against any claims, damage or loss caused by Redeveloper's or its agents' entry upon the Property to perform the tests authorized herein. Redeveloper agrees to repair any damage caused to the Property by Redeveloper or its agents following completion of the feasibility studies in the event that Redeveloper determines to terminate this Redevelopment Agreement.

SECTION 4.23. Stormwater Management. The Redeveloper agrees to comply with NJDEP stormwater regulations and obtain all approvals associated with same, at its sole expense.

## ARTICLE 5

### ACKNOWLEDGMENT OF RECEIPT OF COLLATERAL DOCUMENTS

SECTION 5.1. Simultaneous Delivery of Documents by Redeveloper. Redeveloper and the Township agree that the rights, obligations and liabilities of the Parties under this Redevelopment Agreement are conditioned upon the delivery of the following fully executed collateral documents, and hereby acknowledge the receipt of such documents, simultaneously with the execution of this Redevelopment Agreement:

(a) Copies of the Certificate of Formation and Certificate of Good Standing of Redeveloper, duly certified by the Secretary of State; and

(b) Certifications by Redeveloper's legal counsel, in a form reasonably acceptable to the Township, certifying, after due diligence, that: (1) no material action, suit, proceeding or official investigation shall have been threatened, publicly announced or

commenced by any Governmental Body, or in any federal, state or local court that seeks to enjoin, assess civil or criminal penalties against, assess civil damage against or obtain any judgment, order or consent decree with respect to Redeveloper, this Redevelopment Agreement or any of the agreements which are referred to herein as a result of Redeveloper's negotiation, execution, delivery or performance of any such agreement or its participation or intended participation in any transaction contemplated thereby; except that this paragraph shall not apply to any material action, suit, proceeding or official investigation (not involving criminal matters or penalties) which does not challenge the validity, binding effect or enforceability of this Redevelopment Agreement or any of the agreements which are referred to in this Redevelopment Agreement, and which, if adversely determined, would not materially adversely affect any of such agreements, the performance by Redeveloper of Redeveloper's obligations thereunder, or transactions contemplated thereby; (2) no receiver, liquidator, custodian or trustee of Redeveloper shall have been appointed as of the Effective Date, and no petition to reorganize Redeveloper pursuant to the United States Bankruptcy Code or any similar statute which is applicable to Redeveloper shall have been filed as of the Effective Date; (3) no adjudication of bankruptcy or a filing for voluntary bankruptcy by Redeveloper under the provisions of the United States Bankruptcy Code or any other similar statute which is applicable to Redeveloper shall have been filed; and (4) no indictment has been returned against Redeveloper or any officials, members or parties of Redeveloper with respect to any transaction, related to the transactions contemplated by the terms of this Redevelopment Agreement.

SECTION 5.2. Redeveloper Certifications. Any Certification of legal counsel delivered in accordance with Section 5.1(b) may rely on certifications of Redeveloper as to factual matters addressed in such opinion.

## **ARTICLE 6**

### **ACQUISITION OF THE PROPERTY BY REDEVELOPER**

SECTION 6.1. Redeveloper's Acquisition. Upon satisfaction of all Conditions Precedent set forth in Article 4, Redeveloper shall acquire the Property from the Township, and, unless the closing date is extended in writing by consent of the parties, closing shall occur no later than June 30, 2008, at 12:00 noon, at the offices of Parker McCay P.A., Marlton, New Jersey, or, upon the Redeveloper's request and consent by the Township, at another mutually agreeable location. The terms of the acquisition shall be set forth in a Purchase and Sale Agreement, substantially in the form of the Agreement of Sale attached hereto as **Exhibit "G,"** which the Parties will execute no later than April 14, 2008. The Purchase Price shall be One Million Eight Hundred Thousand Dollars (\$1,800,000.00), payable as follows: (a) be One Million Seven Hundred Thousand Dollars (\$1,700,000.00) cash US dollars shall be paid at Closing on June 30, 2008; and (b) One Hundred thousand Dollars (\$100,000.00) shall be paid in eight installments at \$12,500.00 each installment, with one installment due at each Closing of each Townhome. Redeveloper shall pay or cause to be paid all real estate taxes and other impositions lawfully due on the Property from the date Redeveloper acquires interest in same.

## ARTICLE 7 PROJECT OVERSIGHT

SECTION 7.1. Progress Meetings. The Township and Redeveloper shall schedule quarterly progress meetings to report on the status of the Project and to review progress under the Project Schedule ("Progress Meeting"). The Township agrees to provide Redeveloper fifteen days (15) advance written notice of such Progress Meetings. The meetings shall be held at the Township Building, at the Property, or at another convenient location. The agenda for the Progress Meetings shall include, but not be limited to, a status report with regard to Governmental Approval submissions and approvals, financial commitments, construction of Project Improvements, and activities concerning occupancy for the Property once improvements have been constructed.

SECTION 7.2. Progress Reports. At least three (3) days prior to any Progress Meeting, Redeveloper shall submit, or cause to be submitted to the Township, a quarterly written progress report ("Progress Report") which shall include a description of activities completed, the activities to be undertaken prior to the next quarterly progress report, the status of all Governmental Approvals, an explanation of each activity, if any, which is showing delay, a description of problem areas, current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates in the Project Schedule and an explanation of corrective action taken or proposed. Upon review of the Progress Report, either party may request a Certificate of No Default, which shall be issued unless a Notice of Default is issued.

SECTION 7.3. Access to Property. Without waiver of its general police powers to inspect property for health and safety reasons, the Township and its authorized representatives, upon reasonable notice, shall also have the right to enter the Property following Property acquisition by Redeveloper, to inspect the Property and any and all work in progress, for the purpose of furthering its interests under this Redevelopment Agreement. Permit officials shall be permitted to enter the Property at any time during normal business hours. Such entrance shall be for informational purposes and shall not relieve Redeveloper or successor or assignee from any obligation, in accordance with this Redevelopment Agreement. The Township acknowledges hereby that the Property will be an active construction site and that Redeveloper shall not be liable or responsible to the Township, its employees or agents for injury to persons or property sustained solely in connection with such inspections, except to the extent that Redeveloper violates the standard of due care owed to invitees. Redeveloper agrees to cooperate with the Township to have a representative of Redeveloper present if the Township so requests. In no event shall oral comments regarding the work during an inspection be deemed as acceptance of the work, or be deemed to waive any right the Township or Redeveloper has under this Redevelopment Agreement. Redeveloper agrees to provide the Township with copies of all applications and requests for approvals for the Project, as same are submitted by Redeveloper.

**SECTION 7.4 Sequence of Certificates of Occupancy.** The parties agree that the completion of the Affordable Senior Independent Apartments in the Mansion is an essential term of this Agreement. Therefore, the parties agree that the issuance of Certificates of Occupancy ("C/O") for the Townhomes/ Carriage House shall be conditioned upon the issuance of the Certificates of Occupancy for the COAH Affordable Senior Independent Apartments in the Mansion. As a condition of the Redeveloper securing the fifth (5th) C/O for the Townhomes/ Carriage House, the Redeveloper shall have secured ten (10) C/Os for COAH Affordable Senior Independent Apartments in the Mansion. As a condition of the Redeveloper securing the eight (8th) C/O for the Townhomes/ Carriage House, the Redeveloper shall have secured all C/Os for the nineteen (19) COAH Affordable Senior Independent Apartments required to complete the transfer of the COAH units from River's Edge to the Mansion.

**SECTION 7.5 Allocation of COAH Affordable Units in the Mansion** The Mansion Project shall include the creation of COAH units, which shall include the fourteen (14) units transferred from Rivers Edge, the two (2) "growth share" units attributable to the Townhomes, and any and all "growth share" units attributable to the converted River's Edge units, if a growth share is allocated to these transferred units. There may be an additional two (2) COAH units that may be purchased pursuant to Section 9.5 of this Agreement. At Redeveloper's discretion, and if there are available sufficient Senior Independent Apartments available, Redeveloper may, upon the consent of the Joint Land Use Board, transfer the three (3) affordable units from the Creekside @ Delanco project to the Mansion. The Redeveloper shall also be required to create any additional "growth share" affordable units attributable to the converted Creekside @ Delanco units arising from the transfer of these units to the Mansion Project, as determined by the court.

## **ARTICLE 8 TRANSFERS**

**SECTION 8.1. Prohibition Against Transfers.** Redeveloper recognizes the importance of the Project to the general welfare of the community, and understands that the identity of the Redeveloper, its Members, and its qualifications are critical to the Township of Delanco in entering into this Redevelopment Agreement. Except for any assignment of this Redevelopment Agreement which is pre-approved in writing by the Township, the Township considers that a Transfer of the ownership in Redeveloper, or any other act or transaction involving or resulting in a significant change in the ownership of or with respect to the identity of the persons in control of Redeveloper, is, for practical purposes, a disallowed Transfer of the Project. Redeveloper recognizes that it is because of Redeveloper's qualifications and identity that the Township is entering into this Agreement with Redeveloper, and in so doing, the Township is relying on the obligations of Redeveloper, not upon some other Person or entity, for the faithful performance of all undertakings and covenants to be performed by Redeveloper hereunder.

**SECTION 8.2. Prohibited Transactions/Transfers.** Redeveloper covenants and agrees that, except for any permitted assignment, and except for any Permitted Transactions, Redeveloper shall not, without the prior written consent of the Township: (i) effect or permit any

change, directly or indirectly, in the majority ownership or control of Redeveloper (except in the case of death of an individual(s) having such ownership or control), (ii) make any total or partial sale, lease, transfer or (collectively a "**Transfer**") of the whole or any part of its interest in the Property, or (iii) assign, re-assign, attempt to assign or reassign, this Redevelopment Agreement, or any rights or responsibilities herein, or interest in the Property, without the Township's specific advance written approval.

SECTION 8.3. **Permitted Transfers.** The following transactions are permitted and shall not require prior approval by the Township ("**Permitted Transactions**"); consent of the Township to such transfers being deemed given hereby, provided written notice of same is given to the Township: (1) a mortgage or mortgages for the purposes of financing the costs associated with, or incurred in connection with, the acquisition of the Property or the Project; (2) any lease or sale of all or any portion of the improved Property with occupancy of the relevant portion of the Project to end users as permitted by the adopted Redevelopment Plan, Zoning Ordinance, and this Redevelopment Agreement, except in the case of a sale, where notice to the Township shall also be in the form of a recorded Deed; (3) utility and other development easements necessary for the Project, (4) assignment to an Urban Renewal Entity of Redeveloper for the Independent Senior Apartments, or approved assignment to any other entity that is owned and controlled by the same members as Redeveloper previously identified to the Township by Redeveloper as such, and (5) assignment of this Redevelopment Agreement, the Property and/or the Project, to an assignee previously approved in writing by the Township.

SECTION 8.4. **Notice of Permitted Transactions.** With respect to any Permitted Transactions, Redeveloper shall provide to the Township written notice at least twenty (20) days prior to such Permitted Transaction, including a description of the nature of such Permitted Transactions, and the name(s) and address(es) of any and all persons, individuals and other entities, along with all ownership structure(s) relating to any Permitted Transactions.

SECTION 8.5. **Transfers Void.** Any Transfer or other prohibited transaction in violation of this Redevelopment Agreement by Redeveloper shall be an Event of Default of Redeveloper and shall be subject to the remedies set forth at Section 11 hereunder, including the Township's right to reacquire the Property, at the Township's option. In the absence of specific written consent by the Township, no such Transfer of the Property shall be deemed to relieve Redeveloper from any obligations under this Redevelopment Agreement. The Declaration shall contain a restriction against Transfers as set forth in this Article and, in addition, shall provide that in the event of any attempted Transfer in violation of the restrictions in this Article, the Township shall be entitled to the *ex parte* issuance of an injunction restraining such Transfer, and the award of legal fees and related expenses of the Township in connection with any such legal action. Upon the recording of the Declaration in the Office of the Burlington County Clerk, the provision affording such injunctive relief shall have the same force and effect as a Notice of Lis Pendens. Except as set forth hereunder, the Township shall expedite and record a Discharge of the Declaration upon issuance of the final Certificate of Occupancy for the Project, at Redeveloper's expense.

## ARTICLE 9 FINANCIAL OBLIGATIONS

SECTION 9.1. Project Costs. All costs of constructing improvements and redeveloping, rehabilitating the Property, and otherwise implementing and completing the Project, shall be borne by Redeveloper. The anticipated Project Costs are set forth in Exhibit "K".

SECTION 9.2. Property Acquisition. Redeveloper shall timely pay the Township the Purchase Price for Property acquisition, as set forth in Article 6.

SECTION 9.3. Payment of Township's Fees and Costs. Redeveloper is required to provide Ten Thousand (\$10,000.00) Dollar Escrow with the Township for this Project. The escrow shall pay for out-of-pocket costs incurred by the Township in connection with the Redevelopment Project during the Term of the Redevelopment Agreement, including, but not limited to fees and costs of professional consultants, contractors, vendors or professionals retained by the Township, including attorneys, technical consultants, planners, and engineers, among others. This Redevelopment Escrow shall be drawn down by the Township to cover the Township's fees and costs as incurred. The Township hereby agrees to provide Redeveloper with proof of its expenditures. The Redevelopment Escrow shall be payable as follows:

(a) Upon the Parties' execution of this Redevelopment Agreement, Redeveloper shall ensure that its total posted escrow totals \$10,000.00. Upon issuance of the final Certificate of Occupancy, all unused Escrow funds shall be refunded to Redeveloper.

(b) Upon the submission of the site plan to the Delanco Township Joint Land Use Board, Redeveloper shall post an Escrow in the amount of Five Thousand (\$5,000.00) Dollars, which Escrow shall be used for engineering and technical review of the Redeveloper's site plan. Upon issuance of the final Certificate of Occupancy, all unused Escrow funds shall be refunded to the Redeveloper.

SECTION 9.4. Developer Fees. All developer fees required by Township Code, Ordinances and requirements, shall be satisfied in full by Redeveloper's payment of the \$25,000.00 fee for the maintenance to the Township-retained Waterfront Lots.

SECTION 9.5. COAH Unit Purchase. The Redeveloper, at Redeveloper's option, may reserve two (2) COAH affordable Independent Senior Apartments in consideration of the Township payment to the Redeveloper at Closing of Seventy Five (\$75,000.00) Thousand Dollars (\$37,500.00 per unit) (the "COAH Unit Purchase"). In the event the Redeveloper elects to accept the Township payment, these two additional COAH units shall be included in the twenty four (24) COAH affordable Independent Senior Apartments being built by Redeveloper

as part of the Project Plan. The two COAH units shall be for the benefit of the Township for use in achieving compliance with the Township's affordable housing obligations. The Seventy Five (\$75,000.00) Thousand Dollars (\$37,500.00 per unit) at closing shall NOT be shown as a credit against Purchase Price, but shall be paid to Redeveloper from the Township's affordable housing trust fund.

The Redeveloper agrees that in the event there are not a sufficient number of affordable Independent Senior Apartments available to accommodate the transfer of the three (3) affordable housing units from the Creekside Development, Redeveloper shall not transfer those units to the Mansion Project.

## **ARTICLE 10 INDEMNIFICATION; INSURANCE**

SECTION 10.1. Redevelopment Indemnification. Except as expressly set forth herein, with respect to Redeveloper's gross negligence, intentional or willful misconduct or default under this Redevelopment Agreement, the Redeveloper covenants and agrees to pay, indemnify, protect, defend and hold the Township and its officials harmless from and against all liability, losses, damages, demands, costs, claims, actions or expenses (including attorneys' fees, disbursements and court costs) of every kind, character and nature, arising out of, resulting from or in any way connected with the acquisition, condition, use, possession, conduct, management, planning, design, construction, installation, financing, marketing and leasing or sale of the Property or the Project, including but not limited to, death, accident, injury, loss and damage whatsoever caused by any person or property of any person that shall occur on the Property.

SECTION 10.2. Township Indemnification. Except as set forth herein, with respect to the Township's gross negligence, intentional or willful misconduct or default under this Redevelopment Agreement, the Township covenants and agrees to pay, indemnify, protect, defend or hold the Redeveloper harmless from and against all liability, losses, damages, demands, costs, claims, actions, or expenses (including attorneys' fees, disbursements, and court costs) of every kind, character and nature arising out of, resulting from or in any way connected with the acquisition, condition, use, possession, conduct, management, planning, design, construction, installation, financing, marketing, leasing or sale of the Property or the Project, including but not limited to, death, accident, injury, loss, and damage whatsoever caused to any person or property of any person that shall occur on the Property.

SECTION 10.3. Survival of Indemnity. The provisions of this Article, shall survive the termination of this Redevelopment Agreement due to an Event of Default or violation of this Redevelopment Agreement by Redeveloper, and shall run with the land and be referenced in the Declaration until such time as the Declaration is discharged.

SECTION 10.4. Insurance Required. In addition to the insurance coverage applicable to Property access as set forth in this Agreement, prior to acquisition of the Property by Redeveloper, Redeveloper shall furnish or shall cause to be furnished to the Township complete copies of original insurance policies, as required by the Township, insuring Redeveloper against

losses, costs, liabilities, claims, causes of action and damages for bodily injury, property damage and personal injury on the Property or related to the construction thereon, including claims made by subcontractor personnel, in the amounts set forth at **Exhibit "H."** All such policies shall be written to apply to all bodily injury, property damage, personal injury and other customary covered losses, however occasioned, occurring during the policy term, and shall be endorsed to add the Township as an additional insured, and to provide that such coverage shall be primary and that any insurance maintained by the Township shall be excess insurance only. Such coverage shall be endorsed to waive the insurer's rights of subrogation as against the Township.

(a) Builder's risk insurance for the benefit of Redeveloper (subject to the interests of any holder), during the term of construction, sufficient to protect against loss or damage resulting from fire and lightning, the standard extended coverage perils, vandalism, and malicious mischief. The limits of liability will be as set forth in **Exhibit "H,"** including items of labor and materials, whether in or adjacent to the structure(s) insured, connected therewith, and materials in place or to be used as part of the permanent construction of the Project.

(b) Redeveloper shall also fund and furnish or cause to be furnished to the Township evidence satisfactory to the Township that Redeveloper, and any Redeveloper's successor and assignee, and any contractor with whom it has contracted for the construction of the Project, carries workers' compensation insurance as required by law, and an employer's liability insurance endorsement with customary limits, and shall be endorsed with a waiver of subrogation clause as against the Township.

(c) Comprehensive automobile liability insurance covering all owned, hired and non-owned vehicles shall be funded and maintained by Redeveloper.

All insurance policies required by this section shall be obtained from insurance companies licensed in the State of New Jersey and rated at least A+ in Best's Insurance Guide. All insurance policies required hereunder shall be kept in force for the Term of this Agreement. All insurance policies required by this Section shall contain language to the effect that (i) the policies are primary and noncontributing with any insurance that may be carried by the Township, (ii) the policies cannot be cancelled or materially changed except after thirty (30) days written notice by the insurer to the Township, (iii) the Township shall not be liable for any premiums or assessments, and (iv) all such insurance shall have deductibility limits, as reasonably requested by and satisfactory to the Township.

## **ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES**

SECTION 11.1. Redeveloper's Default. Township shall have the right to declare the Redeveloper in default of this Agreement ("**Event of Default**") in the event that any of the events set forth below in Section 11.2 occur. For purposes of this Agreement, the term Event of Default shall mean the occurrence of any of the events set forth in Section 11.2 and which may result in the Township exercising any or all of its remedies under law, equity or this Redevelopment Agreement.



SECTION 11.2. Default Events. The Township shall have the right to declare the Redeveloper in default of this Agreement in the event of the occurrence of any of the following (each, an "**Event of Default**"):

(a) The Redeveloper's failure to substantially perform, or substantial defect in performance by the Redeveloper, of any of its material obligations under this Agreement; or

(b) A final and unappealable determination by a court of competent jurisdiction that the Redeveloper is insolvent; or

(c) The Redeveloper shall file a voluntary petition in bankruptcy; or

(d) A notice to the Township by the Redeveloper that it has determined not to proceed with the Project, unless the Redeveloper has the right not to proceed, under the terms of this Agreement; or

(e) Any judgment as to the Redeveloper of bankruptcy, or any general assignment for the benefit of creditors by the Redeveloper, or any appointment of a receiver for the Redeveloper which is not lifted or discharged or dismissed within forty-five (45) days; or

(f) Abandonment of the Project by the Redeveloper or Redeveloper's successor or assignee which shall mean the failure to adequately staff or diligently prosecute the Project to ensure the achievement of the Project Schedule, which determination, if challenged, shall be finally and unappealably determined by a court of competent jurisdiction, subject to Force Majeure, and the terms and conditions of this Agreement.

SECTION 11.3. Default Notice. Upon an occurrence of an Event of Default, the Township shall notify the Redeveloper in writing that it has declared Redeveloper in default (hereinafter "**Default Notice**"). Absent such Default Notice, no declaration of Default shall be deemed binding against the Redeveloper. The Default Notice shall be given by the Township within thirty (30) days of action by the of the Township Committee or its designee determining that an Event of Default has occurred and shall state the basis for determining that an Event of Default has occurred. Upon receipt of the Default Notice, the Redeveloper shall have thirty (30) days in the case of a financial obligation to correct such failure or defect, or in the case of a non-financial obligation, the Redeveloper shall have forty-five (45) days to commence to cure the Event of Default and shall diligently and continuously proceed to correct same in a reasonable period of time given the nature of the breach, not to exceed ninety (90) days. In the event that the Redeveloper does not cure the Default as set forth herein, the Township shall have the right to exercise the remedies set forth below. The Parties may agree in writing, notwithstanding the provisions of this paragraph, to extend the period of time by which the Redeveloper must respond to the Default Notice or the period of time in which the Redeveloper must cure the Default.

SECTION 11.4. Default Rights and Remedies. In addition to any other rights and remedies which the Township may have at law or in equity, upon the occurrence of an Event of

Default which has not been cured, the Township shall, to the fullest extent permitted by law, have each of the following rights and remedies:

A. The termination of this Agreement in whole or in part upon expiration of the applicable cure period.

B. Township Buy Back Option. In the event that:

1. the Redeveloper shall default in its obligations with respect to the beginning and completion of the construction of the Project; or
2. the Redeveloper shall abandon construction work and any such abandonment shall not be cured or remedied within three (3) months after written demand by the Township to the Redeveloper so to do; or
3. the Redevelop shall fail to pay real estate taxes or assessments on the Project when due;

After notice and an opportunity to cure as set forth in Section 11.3 hereof, then the Redeveloper shall, at the written demand of the Township and by Deed duly executed in recordable form, convey the Property to the Township, or its successor redeveloper, at the Township's election, upon payment by the Township to the Redeveloper of the amount of the purchase price paid by Redeveloper (\$1,700,000.00 plus any additional sums paid by Redeveloper up to \$1,800,000.00) less the \$75,000.00 COAH Unit Purchase (if paid at Closing) and less the Ryan COAH Transfer Payment. The Township shall have the right to enter and take possession of the Property and retain the \$1,260,000.00 representing Ryan Home's contribution related to the Affordable Housing units, upon such conveyance, provided that such obligation and any reconveyance resulting there from:

- i. in accordance with Section 13.4, the Property shall be subject to and limited by any mortgage liens in existence at the time of the reconveyance and any rights or interests provided in this Agreement for the protection of the holders of mortgages and their successors in interest; and
- ii. shall not apply to parts or parcels of the Property as to which the improvements to be constructed thereon have been completed and which have, pursuant to the authorization contained in the Redevelopment Plan and this Redevelopment Agreement, been sold, conveyed, or leased to other parties.

**SECTION 11.5 Rights and Remedies of Township Cumulative.** No Waiver by Delay: The rights and remedies of Township whether provided by this Agreement or by law, shall be cumulative, and except as otherwise specifically provided by this Agreement, the exercise by the Township of any one or more of such rights or remedies shall not preclude the exercise, at the same or at different times, of any other such rights or remedies for the same default, or for the same failure in respect to any of the terms, covenants, conditions or provisions of this Agreement or any of its remedies for any other default or breach. No delay by the Township in asserting any

rights or exercising any remedy shall operate as a waiver of such rights or remedy or otherwise deprive it of, or limit such rights and remedies in any way (it being the intent of this provision that the Township shall not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver by the Township with respect to any specific Default by the Redeveloper under this section be considered or treated as a waiver of the rights of the Township with respect to any other defaults by the Redeveloper under this Section or with respect to the particular default except to the extent specifically waived in writing.

SECTION 11.6. Township Default. Redeveloper shall have the right to declare the Township in default due to a failure of the Township to substantially perform, or upon a substantial defect in performance by the Township of any of its material obligations under this Agreement ("Township Event of Default").

SECTION 11.7. Cure by Township. The Township may cure any Township Event of Default provided the Township commences cure within ninety (90) days of the date Redeveloper notifies the Township that a Township Event of Default has occurred, or if such Event of Default and Township diligently and continuously proceeds to cure the Township Event of Default in a reasonable period of time given the nature of the default, not to exceed ninety (90) days. In the event the Township does not cure the Township Event of Default as set forth herein, the Redeveloper shall be entitled to all remedies at law and equity, including specific performance of this Agreement.

SECTION 11.8. Force Majeure. Performance, or lack of performance, by either Party hereunder, shall not be deemed to be a default where delays or failure to perform are the result of the following Force Majeure acts, events or conditions, or any combination thereof, that has had or may be reasonably expected to have a direct, material, adverse effect on the rights or obligations of the Parties to this Redevelopment Agreement; provided, however, that such act, event or condition shall not be due to the fault or negligence of the Party claiming Force Majeure and shall be beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party ("Force Majeure"):

(a) An act of God, lightning, blizzard, hurricane, tornado, earthquake, acts of a public enemy, war, terrorism, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, but not including reasonably anticipated weather conditions for the geographic area of the Project;

(b) A landslide, fire, explosion, flood or release of nuclear radiation not created by an act or omission of either Party hereto;

(c) The order, judgment, action or inaction and/or determination of any governmental body (other than the Township when acting in conformance with this Redevelopment Agreement) with jurisdiction; provided, however, that such order, judgment, action or inaction and/or determination shall not be the result of the willful, intentional or

negligent action or inaction of the Party to this Redevelopment Agreement relying thereon, and neither the contesting of any such order, judgments, action and/or determination, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such Party;

(d) The suspension, termination, interruption, denial or failure of or delay in renewal or issuance of any necessary Governmental Approval, provided, however, that such suspension, termination, interruption, denial or failure of or delay in renewal or issuance shall not be the result of the willful, intentional or negligent action or inaction of the Party relying thereon and that neither the contesting of any such suspension, termination, interruption, denial or failure of renewal or issuance, in good faith, nor the reasonable failure to so contest, shall constitute or be construed as a willful, intentional or negligent action or inaction by such Party. Delay in issuance of a Governmental Approval resulting from Redeveloper's failure to make an administratively complete and timely submission for a Governmental Approval shall not be an event of Force Majeure;

(e) Strikes by equipment manufacturers, suppliers of material and/or transporters of same;

(f) The Parties hereto acknowledge that the acts, events and conditions set forth in paragraphs (a) through (e) above are intended to be the only acts, events or conditions that may (upon satisfaction of the conditions specified above) constitute Force Majeure. Notice by the Party claiming Force Majeure shall be sent to the other Party within thirty (30) calendar days of the commencement of the cause. During any Force Majeure that affects part of the Project, Redeveloper shall continue to perform, or cause to be performed, its obligations for the balance of the Project. The existence of an act of Force Majeure shall not prevent a Party from declaring the occurrence of an Event of Default by the Party relying on such Force Majeure, provided that the event that is the basis of the Event of Default is not a result of the Force Majeure.

SECTION 11.9. Failure or Delay. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either Party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

SECTION 11.10. Mitigation. The Parties agree to reasonably mitigate damages due to a Default.

SECTION 11.11. Survival of Default. Any declaration of Default shall survive the Termination of this Redevelopment Agreement.

**ARTICLE 13**  
**MISCELLANEOUS**

SECTION 13.1. Notices. Formal notices, demands and communications between the Township of Delanco and Redeveloper Zurbrugg Partnership, LLC shall be deemed sufficiently transmitted if dispatched to the addresses set forth below, by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed delivered upon receipt. Redeveloper shall be responsible for providing whatever notices it receives from the Township to any of Redeveloper's successors or assignees, where applicable. Notices may also be sent by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available.

Notices, demands and communications shall be sent as follows:

If to Redeveloper, Zurbrugg Partnership, LLC:

Randy Cherkas  
Zurbrugg Partnership, LLC  
1 Executive Drive, Suite 8  
Moorestown, NJ 08057  
Phone: 856.552.1940  
Fax: 856.727.5249

Copy to:

Henry Kent Smith, Esquire  
Buchanan Ingersoll & Rooney, PC  
700 Alexander Park, Suite 300  
Princeton, NJ 08540-6347  
Phone: 609.987.6840  
Fax: 609.520.0360

Township:

Steven Corcoran, Township Administrator  
Delanco Township  
770 Coopertown Road  
Delanco, NJ 08075  
Phone: 856.461.0561 (x. 223)  
Fax: 856.461.0685

Copy to:

Douglas L. Heinold, Esquire, Special Counsel  
Phyllis E. Bross, Esquire, Redevelopment Counsel  
Parker McCay P.A.

Three Greentree Centre  
7001 Lincoln Drive West  
P.O. Box 974  
Marlton, New Jersey 08053  
Phone: 856.985.4092  
Fax: 856.489.6980

SECTION 13.2. Non-Liability of Officials and Employees of the Township. Except for actions that would constitute a violation of 42 U.S.C. §1983, no member, official, officer or employee of the Township, nor professional or representative for the Township, shall be personally liable to Redeveloper, Redeveloper's assignee, or to any successor in interest, in the event of any default, breach or violation by the Township, or for any amount which may become due to Redeveloper, its assignee, or successor, or with regard to any obligation under the terms of this Redevelopment Agreement.

SECTION 13.3. Lender Provision. If any of Redeveloper's Project lenders request a change in the terms of this Redevelopment Agreement, the Township shall cooperate with Redeveloper in approving such change, as long as the Township's responsibilities do not increase under this Agreement and the Township's benefits hereunder are not decreased. In addition, the Township shall enter into such agreements as Redeveloper's lenders may reasonably require, at Redeveloper's expense, provided that such agreements shall not be inconsistent with the terms of this Redevelopment Agreement.

SECTION 13.4. Financing Provision. Notwithstanding anything in this Agreement to the contrary, there shall be no reversion of title rights in the Township (and such rights are and shall be waived) once the final Certificate of Occupancy shall have issued for all of the Mansion Independent Senior Apartments. The Township reversion rights shall also terminate upon issuance of a Certificate of Occupancy for a Townhome for purpose of sale to a Third Party. In conjunction with construction financing of the Mansion Project and Townhomes/Carriage Lot, Redeveloper may secure financing subject to the terms below:

(a) Notwithstanding any of the provisions of this Agreement, including but not limited to those which are or are intended to be covenants running with the land, any mere lender or holder shall not be obligated by the provisions of the Agreement to construct or complete the Carriage House or Townhomes; provided, that nothing in this Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Townhomes or Carriage House or any part thereof to any uses or to construct any improvements thereon, other than those uses or improvements provided or permitted in the Redevelopment Plan, the Zoning Ordinance, all Governmental Approvals and this Agreement.

(b) A holder of a lender mortgage shall include any such holder who obtains a title to the Project any part thereof as a result of foreclosure proceedings or action in lieu thereof, and including (i) any other party who thereafter obtains title to the Project, Property or such part from or through such holder, or (ii) any other purchaser at foreclosure sale other than the original holder of the mortgage itself.

(c) Whenever the Township shall deliver any notice or demand to the Redeveloper with respect to any breach or default by the Redeveloper in its obligations or covenants under this Agreement, the Township shall at the same time forward a copy of such notice or demand to each holder of any lender mortgage authorized by the Agreement, at the last address of such holder shown in the records of the Township; provided, that such holder has notified the Township of its interest in the Project.

(d) Upon foreclosure of its mortgage or receipt of a deed in lieu of foreclosure, the mortgagee and its successors or assign of any of the Townhome Lot(s) or Carriage House Lot conveyed hereunder shall not be obligated to complete the portions of the Project covered by its mortgage pursuant to the terms of this Agreement. However, such mortgage and its successors or assigns may elect to complete the portions of the Project covered by its mortgage pursuant to the terms of this Agreement, which election shall require written notice to the Township of the mortgagee's intention to complete the Townhomes and/or Carriage House hereunder, with said notice required to be sent within sixty (60) days of the date acquisition of title by Sheriff's Sale or deed in lieu of foreclosure.

(e) As to the Mansion Project, the Township agrees that it will subordinate its Buy Back Option under Section 11.4B to the mortgage, subject to the covenants and conditions herein. In consideration of the waiver of the Township Buy Back Option, any construction loan for the Mansion Project and/or encumbering the Mansion Lot shall expressly state that the Lender shall waive any claim to the Redeveloper's Equity of Five Hundred Forty Thousand (\$540,000.00) Dollars in the Mansion Lot. Upon foreclosure of its mortgage or receipt of a deed in lieu of foreclosure, the mortgagee and its successors or assign of the Mansion Lot shall agree, by written notice to the Township delivered within sixty (60) days of the date of acquisition of title by Sheriff's Sale or deed in lieu of foreclosure, that the mortgagee shall complete the Mansion Project covered by its mortgage pursuant to the terms of this Agreement. If the mortgagee and its successors or assign fails to so notice the Township of its intention to complete the Mansion Project, the Lender shall convey the Mansion Lot and Mansion to the Township within sixty (60) days from said notice date. The reconveyance price shall be the amount of all construction proceeds issued by the Lender towards the renovation and construction of the Mansion Project, to be documented by the Lender by certified copies of the draw payment amounts.

(f) The Lender shall have the absolute and unfettered right to foreclosure and acquire the Property and Project free and clear of the affordable housing sequencing restrictions in Section 7.4 herein.

(g) The Township shall review any Lender Mortgage for the Mansion Project or Mansion Lot prior to closing of said loan to assure that the Lender Mortgage preserves the Township Buy Back Option as to the Mansion Lot in accordance with the terms of Section 13.4 above.

SECTION 13.5. Brokerage Commissions. The Township and Redeveloper each represent to the other that no real estate broker initiated, assisted, negotiated or consummated this Redevelopment Agreement as broker, agent, or otherwise acting on behalf of either the

Township or Redeveloper, and the Township and Redeveloper shall indemnify each other with respect to any claims made by any other person, firm or organization claiming to have been so employed by the indemnifying party.

SECTION 13.6. Provisions Not Merged With Deeds. To the extent that the provisions of this Redevelopment Agreement are intended to bind Redeveloper's assigns and successors, its provisions shall not be merged by reason of any deed transferring title to any portion of the Property from Redeveloper or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Redevelopment Agreement.

SECTION 13.7. No Consideration for Redevelopment Agreement. Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. Redeveloper further warrants it has not paid or incurred any obligation to pay any officer, official or representative of the Township, any money or other consideration for or in connection with this Redevelopment Agreement or this Project.

SECTION 13.8. Successors and Assigns. This Redevelopment Agreement shall be binding upon and inure to the benefit any successors and assigns of the Parties hereto.

SECTION 13.9. Exhibits and Schedules. All Exhibits, including Schedules, attached hereto and/or referred to in this Redevelopment Agreement, are incorporated herein as though set forth in full.

SECTION 13.10. Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement are inserted for the convenience of reference only, and shall be disregarded in construing or interpreting any Agreement provisions.

SECTION 13.11. Severability. If any term or provision of this Redevelopment Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Redevelopment Agreement, nor the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall be affected thereby, and each remaining term and provision of this Redevelopment Agreement shall be valid and shall be enforced to the extent permitted by law.

SECTION 13.12. Enforcement by the Township. It is intended and agreed that the Township and its successors and assigns shall be deemed beneficiaries of the Redevelopment Agreements and covenants set forth in this Redevelopment Agreement, for and in their own right and for the purposes of protecting the interests of the Delanco community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of the Township for the entire period during which such agreements and covenants shall be in force and effect. The Township shall have the right, in the event of any breach of any such agreement or covenant, to exercise all rights and remedies set forth herein, and to maintain any actions or suits at law or in equity or other proper proceedings, to enforce the curing of such breach of agreement or covenant, to which the Township or any other beneficiaries of such agreement or covenant may be entitled.





SECTION 13.13. Enforcement by Redeveloper. It is intended and agreed that Redeveloper and its successors and assigns shall be deemed beneficiaries of the agreements and covenants set forth by the Township in this Redevelopment Agreement, both for and in its own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants have been provided. Such agreements and covenants shall run in favor of Redeveloper for the entire period during which such agreements and covenants shall be in force and effect. Redeveloper shall have the right, in the event of any breach of any such agreement or covenant, to exercise all rights and remedies as set forth herein to maintain actions to enforce the curing of such breach of agreement or covenant, to which they or any other beneficiaries of such agreement or covenant may be entitled.

SECTION 13.14. Modification of Redevelopment Agreement. No modification, waiver, amendment, discharge, or change of this Redevelopment Agreement shall be valid unless the same is in writing, duly authorized, and executed by both Parties.

SECTION 13.15. Execution of Counterparts. This Redevelopment Agreement may be executed in one or more counterparts and such counterparts shall constitute one and the same instrument.

SECTION 13.16. Drafting Ambiguities; Interpretation. In interpreting any provision of this Redevelopment Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for the Township drafted the initial proposed Redevelopment Agreement, each Party acknowledging that it and its counsel have had an opportunity to review this Redevelopment Agreement and to contribute to the final form of same.

SECTION 13.17. Time Period for Notices. All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

SECTION 13.18. Conflict of Interest. No member, official, officer, employee or representative of the Township shall have any direct interest in this Redevelopment Agreement, nor participate in any decision relating to the Redevelopment Agreement where prohibited by law.

SECTION 13.19. Governing Law. This Redevelopment Agreement shall be governed by and construed in accordance with the applicable laws of the State of New Jersey.

SECTION 13.20. Withholding of Approvals. All approvals, consent and acceptances required to be given or made by either Party hereunder to implement the Project shall not be unreasonably withheld or delayed, unless specifically stated otherwise herein.

SECTION 13.21. Paragraph Headings. The paragraph headings of the several Articles and Sections of this Redevelopment Agreement are inserted for convenience only, are not intended to define or limit the scope of any provision of this Redevelopment Agreement, and shall be disregarded in construing or interpreting any provisions of this Redevelopment Agreement.



SECTION 13.22. Rights Cumulative. All rights and remedies herein or granted to the Parties are cumulative, non-exclusive and in addition to any and all rights and remedies that the Parties may have or be given by reason of any law, statute, ordinance or otherwise.

SECTION 13.23. Entire Agreement. Notwithstanding the fact that the Parties' Memorandum of Agreement for the Property and "MOU Escrow" requirements thereunder shall survive the effective date of this Redevelopment Agreement, this Redevelopment Agreement, including its Exhibits, otherwise constitutes the entire agreement between the Parties hereto and supersedes all negotiations, agreements and understandings, written or oral, formal or informal, between the Parties with respect to the subject matter hereof, except as otherwise provided herein, all of which are deemed to be merged herein.

SECTION 13.24. No Other Reliance. Each of the Parties represents by execution of this Redevelopment Agreement that it has not relied upon any representatives, oral or otherwise, of the other Party or its officers, officials, agents, affiliates or representatives, except for those representations explicitly set forth in this Redevelopment Agreement.

SECTION 13.25. Effective Date. Anything herein contained to the contrary notwithstanding, the effective date of this Redevelopment Agreement shall be that certain date of execution by both Parties hereto. The date on the cover page, as well as on page 1 of this Redevelopment Agreement, shall be for identification purposes only, and shall not be construed to imply that this Redevelopment Agreement was executed on any date other than the dates which appear next to the respective signatures of each Party hereto.

SECTION 13.26. Term. Unless otherwise terminated as provided herein, this Redevelopment Agreement shall remain in full force and effect from the effective date hereof until the issuance of the final Certificate of Occupancy is issued for the Project, subject to any survival as set forth in this Agreement, unless the Parties agree in writing to terminate the Agreement or it terminates by operation of law.

SECTION 13.27. Calculation of Time. Whenever in this Redevelopment Agreement a period of time is stated as a number of days, it shall be construed to mean calendar days; provided, however, that when any period of time so stated would end on a Saturday, Sunday or legal holiday, such period shall be deemed to end on the next day following that which is not a Saturday, Sunday or legal holiday.

SECTION 13.28. Preservation of Police Powers. Nothing set forth in this Redevelopment Agreement shall be construed to constitute waiver of any right of Delanco Township to exercise its legitimate police powers to the extent necessary to protect the health, safety and welfare of the citizens of the Township.

IN WITNESS WHEREOF, the Parties hereto have caused this Redevelopment Agreement to be executed as of the date(s) indicated below.

Witnesses:

**ZURBRUGG PARTNERSHIP, LLC**

Karen E. Zimmermann By: Randy Cherkas  
Name: Randy Cherkas  
Title: Managing Member

Name (printed): KAREN E. ZIMMERMANN

Dated: 4/17/08

Witness:

**THE TOWNSHIP OF DELANCO**

Karen E. Zimmermann By: Fern Ouellette  
Name: Fern Ouellette  
Title: Mayor

Karen E. Zimmermann, Deputy Clerk

Dated: 4/17/08

# Exhibits

	<u>Exhibit</u>
Project Schedule.....	A
Critical Components .....	B
Project Teams.....	C
Property Description .....	D
Redeveloper's Ownership Structure and Business and Financial Plan .....	E
Governmental Approvals/Permits for Project.....	F
Proposed Form Agreement of Sale .....	G
Table of Insurance and Bond Requirements.....	H
Concept Plan .....	I
Building Setback Schedule .....	J
Project Costs .....	K
Remedial Actions.....	L

## EXHIBIT "A"

### PROJECT SCHEDULE

The completion dates set forth below for the Project shall be adhered to by the Parties in accordance with the terms and condition of this Redevelopment Agreement.

	<u>Task</u>	<u>Completion Dates</u>
1.	Township to approve Resolution to enter into the Redevelopment Agreement and name Zurbrugg Partnership redeveloper.	By March 31, 2008
2.	Parties to execute this Redevelopment Agreement and Redeveloper to simultaneously address Redeveloper's Escrow per Agreement.	By April 14, 2008, unless the date is modified in writing by the Township.
3.	Redeveloper's submission of proposed Preliminary Project Plan.	By April 14, 2008.
4.	The Parties to execute an Agreement of Sale, in a form acceptable to the Township, for sale of the Property to Redeveloper by the Township.	By April 14, 2008, or later if required to adopt the Ordinance.
5.	Redeveloper to ensure escrow of \$10,000 is posted with Township and \$5,000 escrow is posted with the Joint Land Use Board.	By April 18, 2008.
6.	Subcommittee Meeting on proposed Preliminary Project Plan.	By April __, 2008.
7.	Township to introduce Ordinance adopting Redevelopment Plan and designating Zurbrugg Partnership, LLC as Redeveloper.	By April 21, 2008.
8.	Joint Land Use Board to consider and act on referral of Ordinance adopting Redevelopment Plan by Special Meeting.	By April 30, 2008.

9.	Sewer Authority to act on application for sewer lateral extensions.		By April 30, 2008.
10.	Redeveloper to apply to NJDEP for permit for sewer lateral extensions.		
11.	Township to adopt Redevelopment Plan Ordinance.		By May 5, 2008.
12.	Township to act on approval of sewer lateral extension application.		
13.	Redeveloper to submit application(s) for Subdivision and Site Plan approval.		By May 6, 2008.
14.	Township will determine and act on submission of Subdivision and Site Plan for compliance.		By May 16, 2008.
15.	Assuming complete, Board will act on application(s) for Subdivision and Site Plan Approval.		By June 1, 2008, with special meetings as may be necessary by June 21, 2008.
18.	Redeveloper to acquire the Property from the Township at Closing and pay the One Million Eight Hundred Thousand Dollar (\$1, 800,000.00) Purchase Price to the Township, plus amount to be paid by Redeveloper to the Township for the maintenance of the waterfront lots (\$25,000.00). Township may pay the \$75,000.00 affordable housing contribution for the creation of the two Township affordable		By June 30, 2008, unless extended in writing by the Township.



	housing units as part of the 21 COAH units.		
19.	Commencement of construction of the Project by Redeveloper.		Within ninety (90) days after receipt of all Government Approvals.
20.	Redeveloper to seek Certificates of Occupancy ("C.O.") on Independent Senior Apartments.		By December 31, 2009.
21.	Redeveloper to achieve completion of Mansion Project.		By October 1, 2010.

## EXHIBIT "B"

### CRITICAL COMPONENTS

1. Zurbrugg Mansion and Carriage House:

A. Historical Elements: The existing Zurbrugg Mansion shall be retained intact, and including the Addition, will respect the historic character. The Township may hire its own historic architect, to provide guidelines and standards governing alteration to the building to ensure historic elements are retained. Providing Redeveloper has provided all necessary information to the Township in a timely manner, these standards shall be incorporated into the Redevelopment Plan, which Plan is anticipated by the Parties to be adopted, by Ordinance, by June 15, 2008.

B. Redeveloper Restoration: Redeveloper shall remediate all emergency systems, and effectuate appropriate renovations to accommodate not more than twenty four (24) Independent Senior Apartments.

C. Carriage House: The Carriage House shall be retained intact, respecting the historic character. The Township may hire its own historic architect to provide guidelines and standards governing alteration to the building to ensure historic elements are retained. These standards shall be incorporated into the Redevelopment Plan, which is anticipated by the Parties to be adopted, by Ordinance, by June 15, 2008.

D. Carriage House Restoration: Redeveloper shall be responsible for any renovation required for the use of the Carriage House as a single-family residential unit, as approved by the Township, and subject to local building and fire codes, which the Redeveloper may use for on-

site management or may rent out or sell to private individual(s),. The Carriage House is being transferred "as is."

2. Townhomes:

A. Limitation on Number: No more than eight (8) new Georgian style townhomes shall be constructed, as shown on the submitted concept plans, and each such unit shall respect and complement the historic architecture of the existing Mansion and Carriage House. The Township's historic architect and the Township Planner have provided design standards as part of the Redevelopment Plan, and review relative to site layout and unit design. These standards shall be incorporated into the Redevelopment Plan, which is anticipated by the Parties to be adopted, by Ordinance, by June 15, 2008. Materials shall include bricks, stucco, and Hardiplank® fiber-cement lap siding or approved equal. The use of vinyl siding is specifically prohibited. The Redeveloper agrees to preserve the existing brick walls surrounding the site, except for driveway access openings.

B. Construction Not to Disturb Certain Trees: Construction of the townhomes and related improvements shall not disturb the trees identified as to be retained as depicted on the Concept Plan attached to this Redevelopment Agreement (the "Protected Trees") as **Exhibit "I."**

C. Setbacks: The required setbacks shall be, at a minimum, as depicted in the Building Setback Schedule attached to this Agreement as **Exhibit "J,"** except that as to the townhomes nearest to the corner of Willow and 2<sup>nd</sup> Streets, the minimum setback along Willow Street shall be set at 10'.

D. Parking: Parking shall be as indicated on the Concept Plan, attached hereto as Exhibit "I," with on-site parking to the East side of the Property nearest Second Street, except as may require modification to provide the required setback distance of parallel parking from the intersections as required by N.J.S.A. 39:4-138. On-street parking shall be permitted on the Property side of Second Avenue, Willow Street, and Union Avenue. Upon request of the Redeveloper, for special events, parking may be permitted on Delaware Avenue, subject to submission of a request to the Township Committee, which may place reasonable conditions on such parking. Delaware Avenue will remain a "no parking" street in all other respects. No additional parking shall be permitted without approval of the Township Committee. Driveways shall be constructed of a pervious pavement, except for the driveway aprons onto adjoining public streets.

3. Waterfront Lots:

A. Ownership and Maintenance: The Redeveloper will not purchase the Waterfront Lots as part of the Property acquisition from the Township. The Township will pass an ordinance limiting the use of the Waterfront Lots to passive recreation only. The Township agrees that there will be no structures built on the Waterfront Lots with the exception of the replacement of the previously existing Gazebo. The Redeveloper will pay \$25,000 to the Township, which the Township may use for the maintenance and upkeep of the Waterfront Lots. In addition, the Redeveloper will be responsible for the maintenance of any grass areas of the Waterfront Lots.

B. Gazebo and Improvements: The Township has the option of replacing the Gazebo, subject to receiving approvals from the Redeveloper as to size and appearance, and subject to State environmental regulations. The Township may also install improvements to the waterfront

lots consistent with the passive recreational use of the Property anticipated by the parties, subject to State and local regulations. By example, the Township may install landscaping and/or a walkway. Any such improvements shall be submitted to the Redeveloper for consideration and approval prior to installation, which approval shall not be unreasonably withheld.

4. COAH Obligations: The parties agree that at Redeveloper's option, two (2) units of affordable Independent Senior Apartments in compliance with Council on Affordable Housing ("COAH") standards may be provided by Redeveloper as part of the Project for the benefit of the Township. The Redeveloper shall provide the two (2) COAH units upon receipt of payment \$75,000 from the Township, to be paid at Closing. The Redeveloper shall also provide fourteen (14) COAH affordable Independent Senior Apartments to satisfy the transfer of these units from the River's Edge project, currently under construction by Ryan Homes. In the event that there remain available sufficient Independent Senior Apartments within the Mansion, Redeveloper may also provide three (3) COAH affordable Independent Senior Apartments to satisfy the transfer of said units from the Creekside @ Delanco project. All affordable Independent Senior Apartments shall comply with COAH standards governing rental affordability. Redeveloper shall record a Deed Restriction limiting rental charges, in the form provided by N.J.A.C. 5:80-26.5(d).5, for the twenty one (21) affordable Independent Senior Apartments.

5. Public Access: Redeveloper agrees to allow public events outside of the Mansion, when not incompatible with normal operations. All public events shall be subject to the approval of the Redeveloper, with six (6) months advance notice. The Redeveloper agrees to make the Property available, at no charge, for: (a) the annual carriage rides during the month of December, (b) no less than three concerts in the park during the Summer months, and (c) the Garden Tour and Tea.

6. Escrows: All Escrow amounts under the Redevelopment Agreement, as specified in Section 9.4 of this Agreement, shall be paid timely, as shall any additional financial obligations of Redeveloper hereunder.

7. Right of First Refusal: In the event Redeveloper desires to sell the Mansion, the Redeveloper hereby provides a right of first refusal to the Township. If at any time during the term of this Agreement, Redeveloper intends to offer the Mansion for sale, or receives an offer to purchase the Mansion which Redeveloper intends to accept, Redeveloper shall send notice thereof to the Township ("Offer Notice"). The Offer Notice shall consist of: (a) a full and complete copy of the offer in the form of an Agreement of Sale for the Mansion, setting forth all the terms of the proposed sale, and (b) a written statement by Redeveloper certifying that, in the case of an offer to sell, Redeveloper intends to accept that offer of sale. The Township shall have the right to purchase the Mansion on the same terms and conditions specified in the Offer Notice. The Township shall not be required to close on the sale until the later of: (a) the date set forth in the offer, or (b) sixty (60) days after the date that the Township receives the Offer Notice. The Township shall exercise its Right of First Refusal by giving notice to the Redeveloper within twenty (20) days after the Township receives the Offer Notice. The Notice shall be given in accordance with the terms of the Redevelopment Agreement. If the Township fails to give the exercise notice before the response date, the Redeveloper may sell the Property pursuant to the offer in accordance with the terms set forth in said offer. Any offer accepted by Redeveloper for sale of the Mansion, which does not conform with the terms of this Right of First Refusal, shall be void and subject to all rights and remedies on behalf of the Township set forth in the Redevelopment Agreement.

8. Survival: These Critical Components are the key elements upon which the Township relied in making its selection of an appropriate Redeveloper for the Property. As such, the requirements stated within this Exhibit shall survive Closing on the Property and shall survive the Term of this Redevelopment Agreement. The Township may require Redeveloper to file Deed Restrictions and/or additional Covenants to ensure conformance with these Critical Components.

## EXHIBIT "C"

### PROJECT TEAMS

#### I. For Redeveloper:

Project Manager: **JVS Properties, LLC - Attn: Joe Ventresca**

Attorney: **Henry Kent-Smith, Esquire**

Principals: **Zurbrugg Partnership (see ownership structure in Exhibit E.)**

Contractor-Related  
Matters: **JVS Properties, LLC**

Project Engineer: **Henderson Bodwell**

Architect & Design: **Jack Parry**

Project Planner: **Creigh Rahenkamp**

Construction  
Supervisor: **To Be Supplied**

#### II. For Delanco Township:

Administrator: **Steven J. Corcoran, Township Administrator**

Mayor: **The Honorable Fern Ouellette, Mayor**

Township Attorneys: **Douglas L. Heinold, Esquire, Special Counsel and  
Phyllis E. Bross, Esquire, Redevelopment Attorney  
Parker McCay P.A.**

Township Planner: **Scott D. Taylor, A.I.C.P., P.P., C.L.A.,  
Taylor Design Group**

Township Engineer: **David Denton, P.E., Land Engineering**

Historic Architect: **Cameron J. Mactavish, AIA  
Voith and Mactavish Architects, LLP**



## **EXHIBIT "D"**

### **PROPERTY DESCRIPTIONS**

The "Property" shall consist of the Redevelopment Zone, exclusive of the waterfront lots. The Property is more formally referred to as Block 1202, Lots 1.01, 1.02 and 1.03. Block 1202, Lot 1.01 contains the Zurbrugg Mansion. Block 1202, Lot 1.02 is a vacant parcel on the Northern side of the Block. Block 1202, Lot 1.03 contains the Carriage House. An aerial map for these properties is attached hereto.

## **EXHIBIT "E"**

### **Redeveloper's Ownership Structure**

Zurbrugg Partnership, LLC is a New Jersey Limited Liability Company comprised of two members: Grapevine Capital Ventures LLC, d/b/a Grapevine Development (75%) and John Rahenkamp (25%).

Grapevine Development is a New Jersey Limited Liability Company comprised of six members who each own 1/6<sup>th</sup> of the shares: Randy Cherkas, Terence Deckert, Mel Baiada, Michael Beckett, Joe Ventresca and Jeff Snyder. Grapevine Capital Ventures, LLC may create a single purpose limited liability company called GVD Zurbrugg I, LLC to hold the interest of Grapevine Development in Zurbrugg Partnership, LLC

Zurbrugg Partnership, LLC will purchase the entire Property.

Zurbrugg Partnership, LLC will secure site plan approval and site plan/condominium plan approval for the entire Property. The townhouse units will be sold in the form of fee-simple condominiums with individual ownership of each unit and an undivided interest in the common elements. Zurbrugg Partnership, LLC will create a master deed that will specify the common elements.

Ownership of the Mansion Lot will be retained by Zurbrugg Partnership, LLC, or a wholly owned subsidiary LLC. The master deed will specify the respective rights and obligations of the individual townhouse unit owners and the Independent Senior Apartments.

### **Business and Financial Plan**

The business plan is to renovate the Mansion, resulting in up to 24 Independent Senior Apartments. We intent to enter into a long term management agreement with an experienced property management firm, who will be responsible for qualifying applicants, executing leases, providing services to the tenants and maintaining the property.

The Mansion will be renovated in a manner complimenting the current architecture, subject to the review and approval of the Township's Architectural Consultant. We estimate the improvements to the mansion to be in excess of One Million Dollars (\$1,000,000.00). These renovations will include, but are not limited to: the Addition, brick pointing, roof repairs, fire escapes, HVAC systems, and kitchens, as required to secure public financing. Financing for the renovation needs to be secured, with construction estimated to begin by the end of 2008.

Market conditions will determine the timing of the townhouse construction and carriage house renovation. The design used for the townhouses will be complimentary to the Furness style of the existing Mansion, which design was reviewed and approved by the Township's Architectural Consultant. We estimate the selling price of the townhouses to be approximately Five Hundred Thousand (\$500,000.00) per unit.

## **EXHIBIT "F"**

### **GOVERNMENTAL APPROVALS/PERMITS FOR PROJECT**

**1. New Jersey Department of Environmental Protection**

- **Stormwater Management Permit**

**2. Army Corps of Engineers**

**3. Burlington County Planning Board**

**4. Burlington County Soil Conservation District**

**5. Delanco Township Joint Land Use Board**

- **Subdivision**
- **Site Plan**

**6. Delanco Township Sewerage Authority**

**7. New Jersey American Water**

**8. New Jersey Superior Court approval of modification to the Settlement Agreement to permit the transfer of fourteen (14) affordable, independent senior housing units from River's Edge to the Mansion and three (3) affordable housing units from Creekside to the Mansion, which will be built as affordable, independent senior housing units consistent with this Agreement.**

**The above list is intended to be a general overview, and Redeveloper shall be responsible for determining what outside agency approvals are required and timely pursuing same.**

**The Township will cooperate with any such application.**

## **EXHIBIT "G"**

### **FORM AGREEMENT OF SALE**

**THIS AGREEMENT** is made on this 4/17/08 day of April 2008 by and between **THE TOWNSHIP OF DELANCO**, a body politic and corporate of the State of New Jersey, whose address is 770 Coopertown Road, Delanco, New Jersey (hereinafter referred to as "Seller"), and **ZURBRUGG PARTNERSHIP, LLC**, whose address is One Executive Drive, Suite 8, Moorestown, New Jersey (hereinafter referred to as "Buyer").

### **BACKGROUND**

**WHEREAS**, the Seller is the owner of the Mansion Properties, referred to more formally as Block 1202, Lots 1.01, 1.02 and 1.03; and

**WHEREAS**, the Seller and the Buyer have entered into a Redevelopment Agreement on or about March 31, 2008; and

**WHEREAS**, the Buyer is the designated Redeveloper and desires to purchase the Mansion Properties in accord with the Redevelopment Agreement

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements contained herein, and intending to be legally bound, the parties hereto, covenant and agree as follows:

### **SECTION I**

#### **INCORPORATION OF BACKGROUND**

The Background Recitals set forth above describing the express purpose of this transaction are incorporated herein by reference as if again set forth herein at length. Any ambiguity in interpreting and construing any remaining provisions in this Agreement shall be resolved in light of the express purposes of this Agreement as set forth herein and hereinabove.

### **SECTION II**

#### **SALE OF PREMISES**

The Seller agrees to sell and the Buyer agrees to purchase, subject to the remaining terms of this Agreement, the Property.

The approximate boundaries of the Property are described in the Redevelopment Agreement, at Exhibit "D," which Agreement is incorporated herein by reference. The Parties agree that the purpose of this Agreement is to further the transaction and project called for under

the Redevelopment Agreement. In the event of any conflict between the language of the Redevelopment Agreement and this Agreement of Sale, the Redevelopment Agreement shall control. Closing shall also be subject to all conditions as set forth in the Redevelopment Agreement.

### **SECTION III**

#### **PURCHASE PRICE**

The Purchase Price shall be One Million Eight Hundred Thousand Dollars (\$1,800,000.00), payable as follows: (a) be One Million Seven Hundred Thousand Dollars (\$1,700,000.00) cash US dollars shall be paid at Closing; and (b) One Hundred Thousand Dollars (\$100,000.00) shall be paid in eight installments at \$12,500.00 each installment, with one installment due at each Closing of each Townhome. Buyer shall have the option of obtaining title insurance at its sole cost and expense.

### **SECTION IV**

#### **CLOSING**

Closing (settlement) shall take place in accordance with the Redevelopment Agreement, which calls for a closing date of June 30, 2008. Closing shall be by way of Deed transfer at the offices of Parker McCay PA, attorneys for the Seller, or at Buyers title company, if so requested by Buyer and notified in writing. Time is of the essence, and both parties shall use their best efforts to reach closing, including cooperating with outside agencies to obtain approval.

### **SECTION V**

#### **TITLE AND CONVEYANCE**

The Seller shall transfer ownership and title to the Property to the Buyer via Bargain and Sale Deed with Covenants Against Grantor's Acts, which Deed shall be prepared at the expense of the Seller, along with an adequate Affidavit of Title as required by and acceptable to the Buyer.

Marketable Title. Title to be conveyed to Redeveloper shall be good and marketable Title and shall be insurable at Redeveloper's expense at regular rates by a reputable title insurance company, subject only to standards, stipulations and conditions and ALTA owner's policy and all liens and encumbrances set forth in **Exhibit "D,"** which items constitute "permitted exceptions." Redeveloper shall secure a Title Report from a reputable title company licensed to do business in the State of New Jersey and shall deliver a copy of said Report to Township by March 31, 2008. The Township agrees that it shall maintain the status of title as set forth in the Title Reports submitted by the Redeveloper. The Redeveloper hereby agrees to accept title as set forth in the Title Report, without any further action required by the Township to address any condition of title as set forth in the Title Report. Closing of title shall be conditioned upon the preservation and maintenance of the status of title as set forth in the Title Report.

The Deed shall contain such covenants and restrictions as called for by the Redevelopment Agreement, including but not limited to the "Critical Components" set forth at Exhibit "B" of the Redevelopment Agreement and the Affordability Restrictions as required by N.J.A.C. 5:80-26.5(d)..

## **SECTION VI**

### **ASSIGNMENT**

This Agreement may not be assigned by Buyer.

## **SECTION VII**

### **SELLER REPRESENTATIONS AND WARRANTIES**

Seller hereby represents, warrants and agrees, both as of the date hereof and as of the Closing Date, upon which Buyer may rely, as follows:

a. Seller has the authority and power to enter into this Agreement and to consummate the transaction provided for herein.

b. There is no action, suit, proceeding, or investigation pending, or to Seller's knowledge threatened, before any agency, court or other governmental authority, which relates to the Property or the use thereof.

c. Seller has not received notice of condemnation of all or any part of the Property, notice of any assessment for public improvements, or notice with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of the Property, except for the requirements set forth by the Pinelands Commission for the restoration of this historic property, of which Buyer is fully aware.

d. No special or general assessments have been levied, or to Seller's knowledge are threatened, against all or any part of the Property.

e. No materials have been delivered or any work or labor performed on the Property during the last twelve (12) months which might have not been fully paid, and no person or entity presently has any lien, or right of lien, against the Property for labor or materials.

f. There are no leases, written or oral, affecting the Property. Seller agrees to not enter into any leases for the Property during the term of this Agreement.

All of the representations, warranties, covenants, and agreements of the Seller contained in this Agreement shall be true and correct as of the date of this Agreement and as of the Closing Date. As used herein, the term "to the best of Seller's knowledge", shall mean and apply to the knowledge of Seller involved in negotiating and executing this Agreement and the Seller's familiarity of the Property.

## **SECTION VIII**

### **BUYER'S OBLIGATIONS**

Buyer hereby agrees to the following obligations, which shall survive closing on this Agreement:

a. Buyer shall use its best efforts to complete its intended use of the Property and develop the Property in accord with the requirements of the Redevelopment Agreement; and

b. Buyer warrants that it has or will have the funds necessary to purchase the Property in accord with this Agreement and the Redevelopment Agreement.

b. Buyer shall comply with all outside agency approvals and related requirements.

## **SECTION IX**

### **MISCELLANEOUS**

1. Cooperation. The parties hereto agree to cooperate with each other to effect the purposes set forth herein.

2. Brokerage. Buyer and Seller agree and warrant that there is no real estate broker or any other party entitled to claim a commission as a result of this transaction. Any party breaching this warranty shall be responsible for payment of all real estate commissions and brokerage fees that may ultimately be determined to be due and owing.

3. Entire Agreement. This Agreement, with the Redevelopment Agreement incorporated herein by reference, constitutes and expresses the whole Agreement of the parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for herein before discussed or mentioned in reference to the subject matters hereof.

4. Modification. This Agreement may not be modified, altered, amended or changed except by an instrument in writing duly and validly executed by the parties hereto.

5. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6. Notices. All notices to be given by either party in accord with the notice provisions of the Redevelopment Agreement at Section 13.1.

7. Execution. As used herein, the phrase "the date hereof" and/or "the date of this Agreement" shall mean the date of execution by the last party to sign this Agreement. This Agreement may be signed in one or more counterparts (or with counterpart signature pages)



which, taking together, shall constitute a fully executed Agreement and shall be considered a single document.

8. Business Days. If any date on which a time period contained in this Agreement is scheduled to expire is a Saturday, Sunday or legal holiday, the subject date shall be extended to the next business day.

## **SECTION X**

### **GOVERNING LAW**

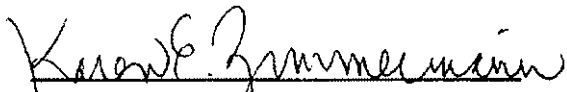
This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

**ATTEST:**

**SELLER:**

**TOWNSHIP OF DELANCO**

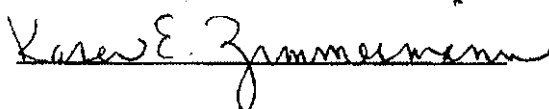
  
**KAREN E. ZIMMERMANN, DEPUTY CLERK**


By:   
**FERN OUELLETTE, MAYOR**

**ATTEST:**

**BUYER:**

**ZURBRUGG PARTNERSHIP,  
LLC**



By: 

## EXHIBIT "H"

### TABLE OF INSURANCE AND BOND REQUIREMENTS

Type of Insurance	Limits of Liability	Term of Coverage
1. Commercial General Liability	\$1,000,000 each loss/\$2,000,000 policy aggregate	Annual policy Until Project completion <sup>1</sup>
2. Umbrella Excess Liability	\$5,000,000 each loss/\$5,000,000 policy aggregate	Annual policy Until Project completion <sup>2</sup>
3. Builder's Risk Coverage <sup>3</sup>	100% of replacement cost of all insurable construction	As-Built Until Project completion
4. Performance Bond (Construction) <sup>4</sup>	Value of contract(s) for Project Site Improvements (100% of site construction costs)	During construction Until Issuance of Certificates of Occupancy

<sup>1</sup> Policy is to provide completed operations coverage for a minimum of 3 years following Term of this Agreement.

<sup>2</sup> See Footnote 1 above.

<sup>3</sup> Provided by general contractor(s), naming the Township Indemnified Parties as additional insureds.

<sup>4</sup> Provided by general contractor(s) for construction of Project Improvements, naming the Township as an additional insured.

**EXHIBIT I**  
**CONCEPT PLAN**

## **EXHIBIT J**

### **TOWNHOUSE SETBACK SCHEDULE**

Pursuant to Township Zoning Ordinance 110-6 ("Definitions"), all setbacks are measured from the Lot Line to the Principal Building or Structure. Pursuant to Note 5 of the Schedule of Area and Bulk Requirements, as adopted and amended through Ordinance 2006-25 and 2006-26, the Principal Building may have a Front Porch of seven (7') feet and steps of up to four (4') feet extending into the front yard of the Principal Building, provided that all structures shall be setback a minimum of one (1') foot from the property line.

The Redevelopment Plan shall modify the Note 5 standard to allow a Front Porch of eight (8') feet extending into the front yard from the Principal Building.

Delaware Avenue:	10 ft minimum setback & 30 ft minimum average setback, except for the setback from the Right of Way that the Township will retain on the corner of Willow and Delaware, where the setback to the Principle Building shall be two 2' feet.
Union Avenue:	5.6 ft minimum setback & 5.6 ft minimum average setback
Willow Street:	10 ft minimum setback & 10 ft minimum average setback
Second Street:	20 ft minimum setback & 29 ft minimum average setback

**EXHIBIT "K"**

**PROJECT COSTS**

<u>Acquisition Cost</u>	
Purchase Price	\$1,700,000
Township Professional Fees including Joint Land Use Board escrow (from escrow)	\$20,000
Waterfront Maintenance	\$25,000
Professional Fees	\$125,000
Total Cost	\$1,870,000
(excluding interest and taxes)	-
<u>Mansion Renovation and Addition</u>	
Construction Costs	\$1,105,000
Professional Fees	\$365,000
Total Cost	\$1,470,000
<u>Townhomes and Carriage House</u>	
Construction Costs (\$400K x 8; \$200K x 1)	\$4,000,000
Sales /Marketing Costs	\$300,000
Installment Payments to Township upon Sale of Units (in Total)	\$100,000
Total Cost	\$3,710,000

**MISSING EXHIBIT "L"**  
**ENVIRONMENTAL**

The Phase I by TTI identifies three (3) environmental issues of consequence which the Township agrees will be completed with compliant remediation by June 30, 2008.

1) AST (Above Ground Storage Tank) of 275 gallons located in basement or carriage house shall be removed.

2) Two (2) UST (Underground Storage Tank) on northeast wall of main Mansion building to be removed and post removal sampling conducted in accordance with NJDEP N.J.A.C. 7:26E.

3) Mold in main building to be removed.

**Adopted Redevelopment Plan  
Zurbrugg Mansion – May 5, 2008**

## Redevelopment Plan

# Zurbrugg Mansion

Delanco Township, New Jersey

May 5, 2008

Township of Delanco  
Burlington County  
New Jersey





Prepared for:  
Delanco Township Committee

Prepared by:

The original of this report was signed in accordance with N.J.S.A. 45:14A-12

*Cheryl Bergallo*

Cheryl Bergallo, AICP & PP  
NJ PP License #: 5427

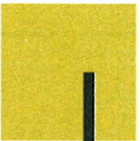
*Scott D. Taylor*  
Scott D. Taylor, CLA, AICP & PP  
NJ PP License #: 5291

TAYLOR  
DESIGN  
GROUP

Planning  
Landscape Architecture  
Streetscape Design  
Park Planning & Design  
Planning Board Consultation  
Economic Redevelopment

Taylor Design Group, Inc.  
100 Technology Way, Suite 125  
Mount Laurel, NJ 08054



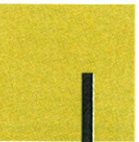


## Table of Contents

- I. Introduction
- II. Statutory Requirements
- III. Description of Zurbrugg Mansion Redevelopment Area
- IV. Redevelopment Goals & Objectives
  - A. Vision
  - B. Goals & Objectives
    - 1. Plan Goals
    - 2. Plan Objectives
- V. Land Use Plan
  - A. Relationship to Township Land Development Regulations
  - B. Exceptions from Standards
  - C. Provisions Related to Off-Site Improvements
  - D. Creation of Zurbrugg Mansion Redevelopment District (ZRD)
  - E. District Standards- Zurbrugg Mansion Redevelopment District (ZRD)
    - 1. Concept Plan
    - 2. Permitted Principal Uses on Block 1202
    - 3. Permitted Principal Uses on Block 1201
    - 4. Permitted Accessory Structures and Uses on Block 1202
    - 5. Permitted Accessory Structures and Uses on Block 1201
    - 6. Bulk Standards
    - 7. Design Standards







**VI. Redeveloper's Ownership Structure**

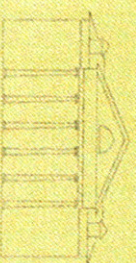
**VII. Property Acquisition and Relocation**

**VIII. Plan Relationship to Definitive Local Objectives**

- A. Township Master Plan
- B. Contiguous Municipalities
- C. Burlington County
- D. State Development and Redevelopment Plan

**IX. Administrative and Procedural Requirements**

- A. Compliance with COAH Affordable Housing Obligation
- B. Amending the Redevelopment Plan
- C. Duration of the Redevelopment Plan
- D. Redevelopment Entity

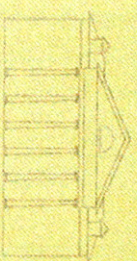


## I. Introduction

The Township of Delanco desires to revitalize the area commonly referred to as the Zurbrugg Mansion property, comprised of Block 1202, Lots 1.01-1.03 and the Delaware River waterfront Lots 1.01 and 1.02 in Block 1201, (hereinafter referred to as "Zurbrugg Mansion Redevelopment Area"), to simultaneously preserve the Mansion and grounds and to enhance the economy of the Township not only by adding the Mansion and associated buildings to the municipal tax rolls, but by creating an economically viable use of the Mansion. The Township has determined that the most effective planning and implementation strategy to accomplish its goals is the redevelopment process in accordance with State statute. The first step of that process was the designation of the site as "an Area in Need of Redevelopment."

On April 10, 2006, the Township Committee authorized the Planning Board to undertake an investigation to determine whether the area is in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq., (The "LRHL"). On June 20, 2006, the Township Committee designated the area as a Redevelopment Area. A redeveloper was selected after a public Request for Proposal process, and on April 14, 2008, a Redevelopment Agreement was finalized between the Township Committee and the Redeveloper for redevelopment of Block 1202. The April 14, 2008 Redevelopment Agreement is hereby incorporated by reference. The Township will retain the waterfront property, Block 1201, to be utilized as public open space.

This Redevelopment Plan has been prepared to codify certain contents of the Redevelopment Agreement and to provide a means by which the Planning Board can review development applications related to the area. This Plan has been prepared pursuant to the LRHL, N.J.S.A. 40A:12A-7 which provides, "no redevelopment project shall be undertaken or carried out except in accordance with a Redevelopment Plan adopted by ordinance of the municipal governing body, upon its finding that the specifically delineated Redevelopment Area is located in an Area in Need of Redevelopment or in an area in need of rehabilitation, or in both..."





## II. Statutory Requirements

This Redevelopment Plan will become the formal planning document for the redevelopment of the Zurbrugg Mansion Redevelopment Area. Per the LRHL, the Redevelopment Plan shall include an outline for the planning, development, redevelopment or rehabilitation of the Redevelopment Area sufficient to indicate:

1. Its relationship to definitive local objectives as to appropriate land uses, density of population and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements;
2. The proposed land uses and building requirements in the Redevelopment Area;
3. Adequate provision for temporary and permanent relocation as necessary of residents in the Redevelopment Area including an estimate of the extent to which decent, safe, and sanitary dwelling units will be available to them in the existing local housing market;
4. The identification of property located in the Redevelopment Area which is to be acquired in accordance with the Redevelopment Plan; and
5. Any significant relationship of the Redevelopment Plan to the master plans of contiguous municipalities; the Master Plan of the County in which the municipality is located; and the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act," P.L. 1985, C.398 (C52:18A-196 et al.)

## III. Description of Zurbrugg Mansion Redevelopment Area

### A. General Description

The Zurbrugg Mansion Redevelopment Area consists of the Township-owned Zurbrugg Mansion site and riverfront property with an address of 531 Delaware Avenue, consisting of Block 1202, Lots 1.01-1.03 and Block 1201, Lots 1.01-1.02, as designated on the Township of Delanco Tax Maps. The Redevelopment Area is comprised of approximately 2.99 acres.



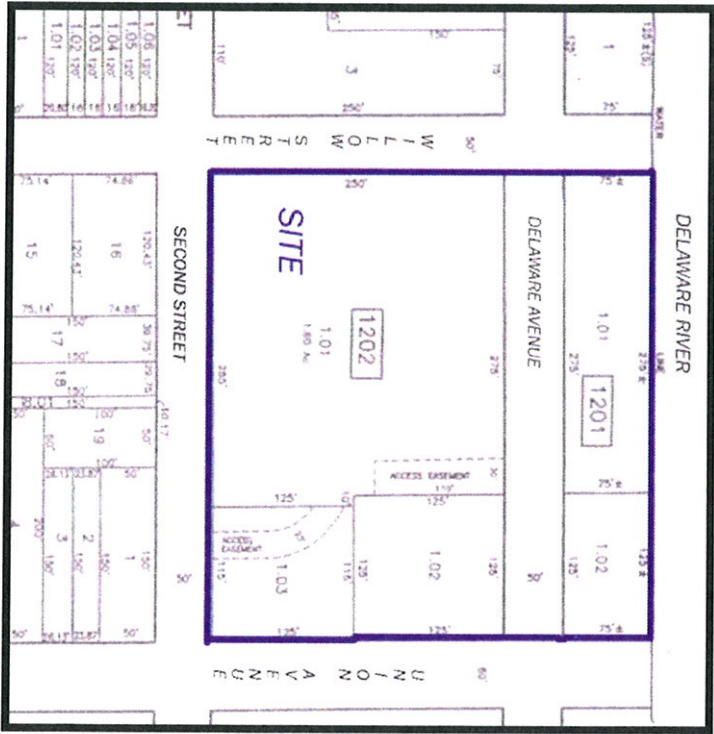


The primary structure located within the Redevelopment Area is the Zurbrug Mansion. The mansion is a late-Georgian-style dwelling with Carriage House commissioned in 1910 by the Zurbrug family to the eminent Philadelphia architect, Frank Furness. The Mansion was used by the family as a residence for many years, and was later sold. In 1949, the Mansion was licensed for 40 boarders and 15 nursing home patients under the name Bible Presbyterian Home. A private assisted living facility secured approval to use the building as an assisted living residence in 1990. The residence was closed following a bankruptcy around 2002, and since that time the Mansion has been unoccupied. The Township purchased the property in late 2005 in order to secure control of the site.

The Mansion and Carriage House are intact, and most of the buildings' original architecture has been preserved to-date, although some maintenance has been deferred and the exterior of the buildings require some improvement.

B. Identification of Properties

The following Tax Map section illustrates the location of Block 1202, Lots 1.01-1.03 and Block 1201, Lots 1.01-1.02, which are included in the Zurbrug Mansion Redevelopment Area.



Source: Delanco Township Tax Map Sheet 12.





#### IV. Redevelopment Goals & Objectives

##### A. Vision

The Township of Delanco is a Delaware River town, and contains a number of stately residences along the river. No residence is more remarkable than the Zurbrugg Mansion, which although not listed in the State or National Registers of Historic Places, is considered a local landmark by the Township. Preservation of the Mansion and Carriage House is a high priority and a costly endeavor. The Zurbrugg Mansion Redevelopment Plan creates an opportunity to promote the historical significance of the site and the town, to preserve the significant structures and public access to the waterfront and to provide affordable senior housing.

##### B. Redevelopment Area Goals & Objectives

###### 1. Plan Goals

- To preserve the cultural and historic assets of the property.
- To create a use of the property that is compatible with the existing neighborhood.
- To retain vistas and public access to the Delaware River waterfront.

###### 2. Plan Objectives

- To the greatest extent possible, preserve the exterior architecture of the Mansion and Carriage House to retain their historic significance. Preservation of the interior architecture of the structures where possible is ideal.
- To positively impact the surrounding neighborhood by creating compatible use of the land and by enhancing the beauty and prestige of the property.
- To preserve the open, estate environment of the site.
- To continue public access to the Delaware River waterfront.





## V. Land Use Plan

### A. Relationship to Township Land Development Regulations

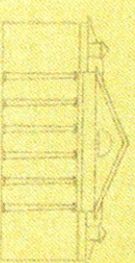
The standards contained within this Redevelopment Plan shall supersede the development regulations of the existing Township Code where specifically indicated, particularly in the instance of bulk standards, use, residential density and off-street parking and loading requirements. Where regulations of this Plan conflict with the Township's development regulations, this Plan shall control; where they do not conflict, the Township's development regulations shall apply. Development applications for this Redevelopment Area shall be reviewed and approved by the Planning Board. The Redevelopment Plan adopts and incorporates by reference Chapters 50 (Land Use Procedures), 58 (Fair Housing), 77 (Off-Street Parking), 91 (Site Plan Approval), 100 (Subdivision of Land), 110 (Zoning) and all other applicable land use regulations of the Township of Delanco that are not expressly modified or superseded herein.

### B. Exceptions from Standards

Variation per N.J.S.A. 40:55D-70(c) from the development requirements and design standards set forth by this Redevelopment Plan may be necessary in certain limited circumstances. In such instances, the Planning Board may grant reasonable deviations from bulk, parking or design requirements if the designated developer or property owner demonstrates that such design exception(s) will not substantially impair the intent of the Redevelopment Plan, and will not present a substantial detriment to the public health, safety and welfare.

To gain approval of such modification or waiver of a development requirement or design standard, the applicant shall demonstrate that the resulting change will:

- Generally satisfy the Redevelopment Plan's goals and objectives;
- Be designed in accordance with the Township's normally acceptable engineering, planning and/or architectural practices;
- Not have an adverse impact on the physical, visual or spatial characteristics of the overall development plan for the parcel or tract to be developed, or adjacent or nearby properties;





- Generally enhance the overall development plan for the tract;
- Not have an adverse impact on the physical, visual or spatial characteristics of the existing streetscape in which such development is located or of the Redevelopment Plan; and,
- Not reduce the useful life or increase the cost of maintenance of the improvement to be modified or otherwise have an adverse impact on the long-term function of the development;

Deviations per N.J.S.A. 40:55D-70(d) from the uses permitted in the Area shall be permitted only by means of an amendment of the Redevelopment Plan by the Township Committee, should the deviation be considered acceptable to the furtherance of the goals and objectives of this plan.

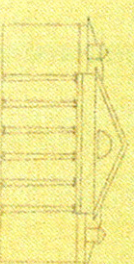
Other than deviations from bulk, parking or design requirements, the Planning Board shall not have authority to grant deviations from this Redevelopment Plan.

### **C. Provisions Related to Off-Site Improvements**

The extent of the Redeveloper's responsibility for any installation or upgrade of infrastructure related to its project, whether on-site or off-site, shall be as outlined in the Redevelopment Agreement. All infrastructure improvements shall comply with applicable local, state and federal codes including the Americans with Disabilities Act. All streetscape improvements shall also comply with applicable standards found in this Redevelopment Plan. All utilities shall be placed underground.

### **D. Creation of Zurbrugg Mansion Redevelopment District (ZRD)**

The Zurbrugg Mansion Redevelopment District (ZRD) is hereby established to contain the entirety of the Zurbrugg Mansion Redevelopment Area. This district has been created to provide an opportunity for revitalization of the Mansion, Carriage House, estate grounds and the Delaware River waterfront. Permitted uses will include those that have been deemed by the Township to be most compatible with the surrounding residential neighborhood, and are those that will make revitalization financially possible while still preserving the main structures on-site and the existing waterfront vistas.





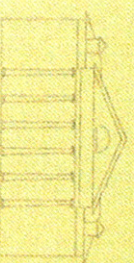
## **E. District Standards- Zurbrugg Mansion Redevelopment District (ZRD)**

### **1. Concept Plan**

A concept plan has been accepted as part of the Redevelopment Agreement and is contained herein. The plan entitled "The Zurbrugg Site, Layout Exhibit" prepared by Henderson and Bodwell, LLP, last revised April 15, 2008, shall be substantially adhered to. The standards enumerated herein are intended to supplement and clarify the intent of the Concept Plan. A Protected Trees Concept Plan has also been prepared and accepted as part of the Redevelopment Agreement and shall also be substantially adhered to. Substantial deviation from either the Concept Plan or the Protected Trees Concept Plan shall be approved by the Township Committee through an amendment of the Redevelopment Agreement and an amendment to this Redevelopment Plan.

### **2. Permitted Principal Uses on Block 1202:**

- a. Independent Senior Housing, up to 24 units, in the Zurbrugg Mansion. "Independent Senior Housing" shall mean units designated by the Secretary of HUD as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. Section 3607; and be designed to meet the needs of, and are exclusively for, an age-restricted segment of the population such that all of the units are occupied by at least one person who is 55 years of age or older, in accordance with the Act, and that children under the age of 18 are prohibited from occupancy.
  - b. Not more than 8 residential townhouse units. "Townhouse units" shall mean single-family dwelling units in a row of not more than 3 units in which each unit has its own access to the outside, no unit is located over another unit, and the units share Common Elements such as driveways, parking areas, open space, maintenance and/or landscaping;" and
  - c. Not more than 1 single-family unit in the existing Carriage House.
3. Permitted Principal Uses on Block 1201: Township-owned open space, limited to passive recreation.





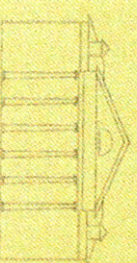
4. Permitted Accessory Structures and Uses on Block 1202 in accordance with this Plan:
  - a. Trash enclosures;
  - b. On-site parking;
  - c. Gazebos and outdoor sitting areas;
  - d. The existing perimeter wall;
  - e. Signs;
  - f. Gang mailboxes, the location which shall be approved by the Governing Body with final approval subject to the Post Master;
  - g. Other customary accessory uses and structures which are clearly incidental to the principal structure and use.
5. Permitted Accessory Structures and Uses on Block 1201 :
  - a. Gazebo;
  - b. Other customary accessory uses and structures which are clearly incidental to the principal structure and use.
6. Zoning Standards:
  - a. Independent Senior Housing:
    - (1) Existing interior common spaces on the first floor including the living room, dining room and library shall be retained to the extent feasible.
    - h. Approval from the Township Committee shall be sought for modifications to the exterior of the Zurbrug Mansion and the Carriage House, and the interior common spaces in the Mansion, prior to the issuance of a building permit. Modifications shall be consistent with the existing architecture and shall retain important design elements.
    - (2) The Mansion may be expanded by up to 12 feet in width on the exterior 3 sides of the existing rear addition as specified on the Concept Plan.
    - (3) Existing building and porch setbacks to Delaware Avenue, Union Avenue





and Willow Street shall not be decreased. The building shall be set back at least 40 feet from Second Street.

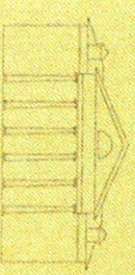
- (4) Permitted building height shall be no taller than the existing structure.
  - (5) The Independent Senior Housing shall contract with a private trash and recycling hauler.
  - (6) Required parking shall be as specified on the Concept Plan contained herein and shall be shared with the other residential uses on site. Spaces shall be marked with bollards or similar structures.
  - (7) Public Events and Access to the Mansion:
    - (a) Public events that access the interior of the Mansion building and the grounds are encouraged, when not incompatible with the Independent Senior Housing operations.
    - (b) All public events shall be subject to the approval of the management of the Independent Senior Housing use, and shall provide at least 6 months notice to the Management prior to commencement.
    - (c) At minimum, the Mansion shall be available to the public, at no charge, for the following events:
      - (i) The winter carriage rides during the month of December;
      - (ii) As a location for no fewer than 3 concerts during the spring/summer months; and
      - (iii) As a stop on the annual Garden Tour and Tea.
- b. Residential Townhouse Units and Carriage House:
- (1) Bulk standards for the residential townhouse units shall be as follows:
    - (a) Maximum building height: 2.5 stories, 35 feet.
    - (b) Minimum building height: 2 stories, 30 feet.
    - (c) Minimum front yard setback to Delaware Avenue: 10 feet; minimum





average 30 feet.

- (d) Minimum front yard setback to Willow Street: 10 feet.
  - (e) Minimum front yard setback to Union Avenue: 5.6 feet.
  - (f) Minimum front yard setback to Second Street: 20 feet.
  - (g) Steps to the units may encroach into the required setbacks by no more than 4 feet beyond a front porch.
  - (h) Units shall be attached side-to-side as indicated on the Concept Plan, provided however that the minimum distance between buildings shall be 10 feet.
  - (i) Unenclosed porches no deeper than 8 feet in depth may encroach into the required yards, however shall be set back at least 1' from the property line and shall not overhang the perimeter brick wall. Porches shall be at least 7 feet in depth.
  - (j) Approval from the Township Committee shall be required for exterior design and materials of the residential units and the interior floor plan of the townhouse units prior to the issuance of a building permit. Design and materials shall be consistent with the existing architecture of the Zurbrug Mansion and Carriage House and shall complement important design elements of those structures.
  - (k) Architecture of the building façades shall be designed to create the appearance of a larger single-family structure rather than smaller individual units.
  - (l) Exterior materials shall include brick and Hardiplank® fiber-cement lap siding or approved equal. The use of vinyl siding shall be specifically prohibited.
- (2) Bulk standards for the Carriage House shall be as follows:
- (a) The building walls shall not be expanded and the building shall not be increased in height.





- (b) The existing patio areas shall be expanded by no more than 20 percent.
- (3) Required parking shall be as specified on the Concept Plan contained herein and shall be shared with the residential units in the Mansion.
- (4) The perimeter brick wall shall be maintained except for driveway openings as depicted on the Concept Plan.

c. Accessory Structures:

- (1) Other than necessary handicapped ramps and platforms for HVAC equipment and the structures indicated on the Concept Plan, no additional permanent accessory structures shall be added to the site except as otherwise permitted herein.
- (2) Other than the existing perimeter walls that are to be retained, only "living" fences comprised of vegetative material shall be permitted, unless specifically approved by the Planning Board.
- (3) Trash enclosures shall be constructed of masonry on 3 sides and shall be at least 6' in height. The masonry sides shall be faced to match the perimeter brick walls, the Mansion, the Carriage House or shall match the existing frame shed. Trash receptacles shall not be permitted at any time along Delaware Avenue.
- (4) Signage
  - (a) The purpose of the sign standards is to promote and protect the public health, safety, and welfare by reducing the visual clutter within the area. Sign standards and design should complement the architecture of the buildings in color, form, materials and placement. All signs on a site shall be located so as to achieve their purpose without constituting hazards to vehicles and pedestrians. Signs should not block windows, be placed on roofs, or block architectural features of buildings. All signs shall be harmonious with other signs on the site.
  - (b) One freestanding or facade sign shall be permitted on the Mansion tract in relation to either the Independent Senior Housing or the entire





project, and it shall comply with the following standards, subject to Planning Board approval:

- (i) The style of the sign shall be monument, wall hanging, or post and gibbet.
  - (ii) Maximum height: 6 feet above grade
  - (iii) Maximum area: 12 square feet; and
  - (iv) Illumination shall be permitted by external means only.
- (c) Additional signage shall be permitted in relation to the residential units that indicate the street number or address of the units.

## 7. Design Standards

The bulk regulations, controls and restrictions are designed to provide guidelines for the physical development of the Redevelopment Area. It is the intent of this Redevelopment Plan to encourage creativity and freedom of design while still maintaining the character of the existing site.

Pursuant to N.J.S.A. 40A:12A-7(5)c, the Standards of this Redevelopment Plan set forth herein shall amend and supersede all pertinent provisions of the Land Development Ordinance. In the event that there are any discrepancies or conflict, the standards set forth herein shall govern in all respects.

### a. Building Design & Architecture

Georgian architectural styles are desired in the Area, and all units constructed within the Redevelopment Area shall adhere to and complement the historic architecture of the existing Mansion and Carriage House.

### b. Building Size & Mass

- (1) All structures should be situated as shown on the Concept Plan, having proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air, and usable open spaces, access to public rights-of-way and off-street parking, height, and bulk. In particular,





with respect to light, sun shading of adjacent single family residential areas shall be minimal.

- (2) Groups of related buildings should be designed to present a harmonious appearance in terms of building silhouette, architectural style and scale; massing of building form; surface material, finish, and texture; decorative features; window and doorway proportions and modulation, entry way placement and location, signage, and landscaping.
- (3) Buildings shall be designed so as to have attractive, finished appearances from all public spaces and streets, and adjacent residential uses.
- (4) All pedestrian entryways shall be prominent, well-lit and separate from service entrances. Primary building entrances should be clearly defined through the use of detailed paving, architectural treatment, and site furnishings.

d. Lot Layout:

- (1) Separate Tax Lots may be created to contain the Townhouse Units, the Carriage House, the Mansion and the Common Elements. The lots shall be configured to minimize conflicts with cross-access.
- (2) Cross-access agreements shall be made between the Mansion, the Carriage House and Townhouse Units for access, parking, landscaping and maintenance.

c. Site Layout and Parking Design

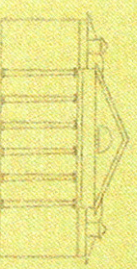
- (1) Site Layout

- (a) The site layout shall be arranged so as to provide a strong relationship between building facades and the viewshed to the Delaware River and the street.
- (b) The columns at the corners of Union Avenue and Willow Street at Delaware Avenue shall be reconstructed.
- (c) The following pedestrian circulation enhancements are recommended:





- (i) Improve the streetscape elements of the area including new decorative sidewalks, site furnishings and amenities, and pedestrian-scale lighting.
  - (ii) Enhance pedestrian safety between Block 1202 and 1201 by providing an improved pedestrian connection via the installation of a decorative crosswalk across Delaware Avenue.
  - (iii) Provide exterior bicycle racks.
- (2) Vehicular Circulation
- (a) The relationship between truck delivery, vehicular traffic, and pedestrian circulation shall be considered when designing service entries, roadways, walkways, and pedestrian entrances.
  - (b) Service entrances and loading areas between adjacent buildings shall be consolidated and separated from walkways and pedestrian entrances to the extent possible.
- (3) Sidewalks, Curbs and Traffic Calming Devices
- (a) On public rights-of-way, sidewalks shall conform to existing concrete sidewalks.
  - (b) Sidewalks located on-site shall consist of both hardscape and softscape areas. On hardscape areas, brick pavers or decorative concrete should be proposed for new locations, and concrete should be proposed to match extensions to existing sidewalks. On softscape areas, gravel, or a permeable equivalent shall be proposed.
  - (c) Curb materials shall match existing curb, both on-site and off-site.
- (4) Driveway Widths, Aprons, Grades, and Materials
- (a) Driveway widths shall be in accordance with the attached Concept Plan.
  - (b) Existing driveway aprons disturbed by construction and any new aprons





shall be equivalent to the existing aprons for surface treatment.

(c) Driveways shall be constructed of gravel, except as regulated for handicapped accessibility and for the driveway aprons onto adjoining public streets.

(5) Parking

(a) Off-street parking in the Redevelopment Area shall comply with the number of spaces and layout as indicated on the attached Concept Plan. Minimum parking space size shall be 9' x 16', with 9' x 18' as the standard.

(b) Parking areas shall be constructed of pervious material.

(c) Parking lots shall be provided with a perimeter visual screen to adjacent uses. Shade trees shall be planted a maximum 50 feet on-center with low hedge plantings, in addition to any existing walls, to achieve visual screening.

(d) On-street parking shall be permitted on the property side of Second Avenue, Willow Street, and Union Avenue.

d. Stormwater Management

(1) The stormwater management system shall use the following guidelines, to the greatest extent possible:

(a) The Redevelopment Area's stormwater management system shall comply with the NJDEP Stormwater Management regulations to the extent practical.

(b) Non-structural design methods are to be used to the greatest extent feasible.

(c) Non-roof impervious surfaces should be minimized and should break up or disconnect the flow or runoff over impervious surfaces.

(d) For stormwater management purposes, landscaping which encourages





retention and minimizes the use of lawns, fertilizers, and pesticides is recommended.

- (2) In addition, stormwater management measures shall be designed to reduce the post-construction load of total suspended solids (TSS) in stormwater runoff by 50% of the anticipated load from the developed site, expressed as an annual average. To achieve this standard the redeveloper intends to construct all new driveways and parking areas of a gravel surface with a variable thickness granular base course. Within the variable thickness base course will be an underdrain system connecting to underground recharge facilities.

- (3) As stormwater rate and volume controls do not apply to sites discharging to tidal flooding locations, the redeveloper shall use subsurface recharge as a part of the overall drainage design for the site.

e. Lighting

- (1) The Land Use Procedures Ordinance under § 110-21 'Lighting' shall govern the site plan and any proposed subdivision of the Redevelopment Area.
- (2) All new fixtures should be cut-off fixtures to minimize glare impacts on the surrounding community, as approved by the Planning Board.

f. Landscaping

- (1) Improvements should be implemented to enhance the visual environment of the Area and to capitalize on the existing landscape amenities in the Area. Landscape encompasses vegetation both existing and proposed, and other materials such as streetlights and benches.
- (2) The existing brick wall shall be retained (except for driveway access openings).
- (3) The trees as specified on the Concept Plan shall be preserved on site for the remainder of their life. Tree removal is subject to field inspection by the Township Landscape Architect and Certified Tree Expert.





- (4) In addition, the Redevelopment Plan seeks to accomplish the following in the Redevelopment Area:
  - (a) Enhance the front yard areas including streetscapes;
  - (b) Create formal tree lined avenues;
  - (c) Preserve existing vegetation where possible, through selective clearing and vegetative protections;
  - (d) Promote landscaped parking areas, site furnishings, and depressed curbs where appropriate;
  - (e) Preserve waterfront views and promote the creation of public areas.
- g. Streetscape Standards
  - (1) The materials, patterns and finishes of all sidewalks within a public right of way should match the existing Township streetscape. The final colors, materials, and patterns shall be as established by the Township.
  - (2) Street and directional signage, street lighting, furnishings and amenities, and plantings should be aesthetically unified, and complementary to the architecture as established in this plan and in the downtown.

## **VI. Redeveloper's Ownership Structure**

- A. The Redeveloper shall secure a site plan approval and Site Plan/Condominium Plan approval for the entire Redevelopment Area. The residential units shall be sold in the form of fee-simple condominiums with individual ownership of each unit and an undivided interest in the common elements. The Redeveloper shall create a Master Deed that will specify the Common Elements.
- B. Ownership of the Independent Senior Housing lot shall be retained by the Redeveloper, or another LLC set up under the equal ownership of the Redeveloper. The Master Deed shall specify the respective rights and obligations of the individual dwelling unit owners and the Independent Senior Housing facility.







## **VII. Property Acquisition and Relocation**

### **A. Identification of Proposed Property Acquisitions**

The Redevelopment Plan does not contemplate the acquisition of any properties by the Redevelopment Entity.

### **B. Temporary/Permanent Resident Relocation**

The Redevelopment Area is not currently occupied by residents. Therefore, no relocation is necessary.

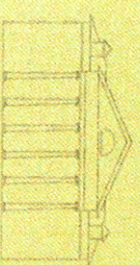
## **VIII. Plan Relationship to Definitive Local Objectives**

### **A. Township Master Plan**

The Redevelopment Plan is consistent with the recommendations of the 1999 Master Plan and the 2007 Reexamination Report, and is designed to effectuate the goals and objectives of the Master Plan. The Redevelopment Plan articulates a vision for the Township based on the Master Plan and sets forth strategies to achieve that vision as it relates to the Redevelopment Area.

The April 2007 Master Plan Reexamination updates the goals and objectives of the 1999 Master Plan; several which this Redevelopment Plan executes:

- Enhance public access to the Delaware River;
- Enhance and redevelop older residential areas;
- Reuse vacant land and underutilized sites;
- Capitalize on the Township's major assets, the Delaware River and Ramcocas Creek, by maintaining and increasing access to the waterfront;
- Aggressively protect and preserve the Township's historically significant structures, districts and areas; and
- Strengthen the Township's economic position by encouraging a diverse mix of residential, commercial, professional and industrial uses.





## **B. Contiguous Municipalities**

The municipalities contiguous to Delanco Township include the Townships of Riverside, Delran, and Willingboro, as well as the City of Beverly. The closest point from the Redevelopment Area to any of the surrounding municipalities is nearly 0.5 miles distant. To that end, the Redevelopment Plan for Delanco is not anticipated to impact any of Delanco's contiguous municipal neighbors.

Despite the Redevelopment Area's distance from adjacent municipalities, several objectives set forth in surrounding municipalities' Master Plans do supplement the goals set forth in this Redevelopment Plan. Several of the surrounding Master Plans include the objectives of reusing vacant land and abandoned sites and protecting the historically significant structures.

## **C. Burlington County**

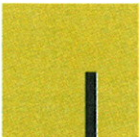
Burlington County does not have a county master plan. The County has generally relied upon the New Jersey State Development and Redevelopment Plan for its land use policy for the County as a whole, however several strategic plans have been prepared for targeted areas. In 1999, the County's Route 130/Delaware River Corridor Strategic Plan was endorsed by the State Planning Commission for the twelve municipalities located in the Route 130 Corridor along the Delaware River. Annual Reports charting the progress of plan implementation area are prepared, the last which was finalized in 2005.

The Strategic Plan does not specifically reference the Redevelopment Area. The Plan does, however, contain several overarching goals with which the adaptive reuse of the Mansion and redevelopment of the grounds in a consistent manner are consistent:

- Encourage Compatible and Complementary Land Uses
- Revitalize Vacant of Obsolete Industrial and Commercial Sites
- Rehabilitate Housing and Preserve Neighborhoods
- Preserve Historic Buildings, Sites and Landscapes
- Enhance Aesthetics



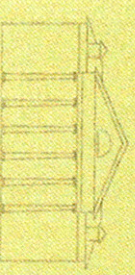




The Redevelopment Plan addresses these goals in the following manner:

- The plan's primary purpose is to retain the Mansion and to create a use for the mansion that is compatible with the neighborhood.
- The existing commercial site (nursing home) is being replaced with a senior housing facility; the site and the mansion will be revitalized.
- The existing Mansion will be rehabilitated in order to preserve the character of the site and the neighborhood.
- The historic Mansion will be preserved, as will the existing character of the surrounding properties.
- Aesthetics of the area will be enhanced via preservation and improvement of the Mansion, preservation of the Delaware River waterfront and the creation of attractive, compatible residential uses on the site that will add value to the property.

Because the Redevelopment Plan proposes adaptive reuse of the Mansion, preservation of the Delaware River waterfront and limited, compatible residential development adjacent to the Mansion, the Redevelopment Plan is also consistent with the Delaware River Heritage Trail concept and the Lower Delaware River Wild and Scenic River concept. The Delaware River Heritage Trail Project has been initiated by the National Park Service, and involves the creation of a looped trail extending along the Delaware River from Trenton to Palmyra in New Jersey, across the Tacony-Palmyra Bridge to Pennsylvania, from Tacony to Morrisville, and back to Trenton via the Calhoun Street Bridges. The trail will connect waterfront parks, promenades, canal towpaths, dike trails, etc. and will provide access to the waterfront and views of the river. The trail is intended to provide an interpretation of the heritage of the Delaware River and the communities that sprang up along the riverfront. The Lower Delaware River Wild and Scenic River Project was initiated by the U.S. Congress in 1992, and authorized the development of a conservation plan for the segment of the Delaware River between Washington Crossing in Mercer County and the Rancocas Creek. This action was taken in conjunction with Congress' authorization of a study of the Lower Delaware River between the Delaware Water Gap National Recreational Area to Washington Crossing for inclusion in the nation's Wild and Scenic River system.





#### **D. State Development and Redevelopment Plan**

The 2001 New Jersey State Development and Redevelopment Plan (SDRP) designates Delanco as Planning Area 1 Metropolitan Planning Area. The draft SDRP amendments do not recommend any substantive changes to the Policy Plan Map in Delanco. SDRP policies for Planning Area 1 include redevelopment of declining areas and the utilization of existing infrastructure, which this plan accomplishes, as well as retention of valuable local cultural and historic resources.

### **IX. Administrative and Procedural Requirements**

#### **A. Compliance with COAH Affordable Housing Obligation**

Compliance with the Township's Fair Share Plan, COAH's rules and/or a Court Settlement as the case may be shall be as indicated in the applicable Redeveloper's Agreement.

#### **B. Amending the Redevelopment Plan**

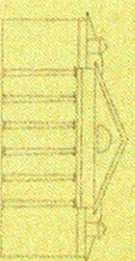
Upon compliance with the requirements of applicable law, the Township Committee of the Township of Delanco may amend, revise or modify this Redevelopment Plan, as circumstances may make such changes appropriate.

#### **C. Duration of the Redevelopment Plan**

The Redevelopment Plan, as amended, shall be in full force and until October 1, 2010, when redevelopment of the Area has been completed.

#### **D. Redevelopment Entity**

The Township Committee shall serve as the redevelopment entity.







**Zurbrugg Partnership – Resolution 2008-14**

**DELANCO TOWNSHIP PLANNING BOARD  
RESOLUTION 2008 -14**

**RESOLUTION GRANTING PRELIMINARY  
AND FINAL SUBDIVISION AND PRELIMINARY  
AND FINAL SITE PLAN APPROVAL WITH *DE MINIMUS*  
EXCEPTIONS, A BULK VARIANCE, DESIGN STANDARD  
WAIVERS AND LEAVE TO CREATE LOTS WITHOUT  
FRONTAGE ON A PUBLIC STREET TO**

**THE ZURBRUGG PARTNERSHIP, L.L.C.  
BLOCK 1202, LOTS 1.01, 1.02 AND 1.03**

**WHEREAS**, the properties designated as Block 1201, Lots 1.01 and 1.02 and Block 1202, Lots 1.01, 1.02 and 1.03 were declared to be an area in need of redevelopment as that term is defined in the "Local Redevelopment & Housing Law", N.J.S.A. 40A:12A-1 et seq. (hereinafter, the LRHL); and

**WHEREAS**, pursuant to that finding, by Ordinance 2008-3, the governing body of the Township of Delanco adopted a redevelopment plan (hereinafter, the Plan). That redevelopment plan is incorporated herein and made a part hereof as if set forth in full; and

**WHEREAS**, the Township of Delanco is the owner of the subject property; and

**WHEREAS**, as authorized by Resolution 2008-54, the governing body entered into a Redevelopment Agreement with the Zurbrugg Partnership, L.L.C. (hereinafter, Zurbrugg) for the redevelopment of a portion of the property, Block 1202, Lots 1.01, 1.02 and 1.03 (hereinafter, the Property); and

**WHEREAS**, that Redevelopment Agreement (hereinafter, the Agreement) is incorporated herein and made a part hereof as if set forth in full; and

**WHEREAS**, the Agreement contemplates that Zurbrugg would file applications for subdivision approval to create residential building lots and site plan approval for an income qualified, age-restricted apartment complex; and

**WHEREAS**, Section 13 of the LRHL requires that all applications for development or redevelopment of any portion of a redevelopment area must be submitted to the municipal planning board for its review and approval; and

**WHEREAS**, Zurbrugg, whose address is c/o John Rahenkamp, 1700 Second Street, Delanco, New Jersey filed the aforementioned applications; and

**WHEREAS**, those applications were the subjects of a public hearing held on June 11, 2008; and

**WHEREAS**, Zurbrugg complied with the corporate ownership disclosure requirement of the Municipal Land Use Law by providing a document entitled "Redeveloper's Ownership Structure" attached to the Agreement designated as Exhibit E; and

**WHEREAS**, Zurbrugg was represented by counsel as required by law; and

**WHEREAS**, testimony and evidence was received from William Bodwell, P.E., the applicant's engineer and Jack Parry, the applicant's registered architect. No public comment for or against the application was received; and

**WHEREAS**, the Delanco Township Planning Board has made the following findings of fact and conclusions of law:

1. The applicant is the contract purchaser of the property.
2. Notice of the application was served and published as required by law.
3. The applicant has standing and the Board has jurisdiction to hear and decide the matter.
4. The Board engineer and Board planner reviewed the applicant's plans and supporting documents and submitted review letters, both dated June 6, 2008. Those review letters are incorporated herein and made a part hereof as if set forth in full.
5. The following exhibits were marked and received in evidence:

- a. A-1 – A site layout exhibit;
  - b. A-2 – A landscaping and lighting plan;
  - c. A-3 – An alternate building layout exhibit for units #1 and #2;
  - d. A-4 – View of the Zurbrugg Mansion as seen from the intersection of Delaware Avenue and Second Street;
  - e. A-5 – View of the Zurbrugg Mansion as seen from the intersection of Union Avenue and Willow Street;
  - f. A-6 – Possible floor plans for the Mansion and the rear addition – basement and first floor;
  - g. A-7 – Possible floor plans for the Mansion and the rear addition – second and third floors;
  - h. A-8 – Elevation and floor plan of the triplex townhouse;
  - i. A-9 – Elevation and floor plan of townhouse units #1 and #2;
  - j. A-10 – Examples of Frank Furness residential architecture.
6. As required by the Agreement and the Plan, the applicant's subdivision plan and site plan, as shown on Exhibit A-1, is substantially similar to the site layout envisioned by the Plan and the Agreement.
7. The plan calls for the townhouse units to have an average setback from the right-of-way line of 30 feet. The applicant seeks a variance from this requirement for unit #1, in large part, because the right-of-way line of Delaware Avenue near its intersection with Willow Street is proposed to be moved to accommodate NJDEP regulations. As a result, unit #1 is set back only 2 feet at the foundation and .4 feet at the front porch from the revised Delaware Avenue right-of-way line.

8. The redevelopment plan requires the redeveloper of the property to preserve as many of the property's specimen trees as possible. If unit #1 were moved back, further south of the revised right-of-way line of Delaware Avenue, any further than as proposed, it would likely kill a specimen tree.
9. The applicant proposed an alternative building layout for units #1 and #2, designated as Exhibit A-3, that would increase the setback from the ROW line from 2 feet to 5.5 feet at the foundation, and from .4 feet to 2.4 feet at the porch. The Board found as a fact that, because this alternate layout moved units #1 and #2 to the east and not to the south, farther from and not nearer to the root system of the specimen tree, this alternative will decrease, not increase, the threat to that tree.
10. The Board further found that the foregoing facts justified the grant of a bulk variance from the redevelopment plan's 30 foot front yard setback requirement and that granting the requested variance will promote the purposes, policies and objectives of the redevelopment plan because
  - a. The need for the variance is largely the result of the enlarged right-of-way line at the intersection of Delaware Avenue & Willow Street. So the distance between units #1 and #2 and the cartway of Delaware Avenue is very similar to the distance between units #3, #4 and #6 and the cartway of Delaware Avenue and, similarly, the distance between units #1 and #2 and the cartway of Willow Street is very similar to the distance between unit #8 and the cartway of Willow Street. In sum, while the location of these units is substantially at variance with the setback requirement, they will appear to have virtually the same setback as all of the other townhouse units.



- b. The grant of this variance promotes an important element of the redevelopment plan, the goal of saving as many of the site's specimen trees as possible.
11. The applicant proposed to relocate and re-use the light poles, but not the light fixtures, now located throughout the site. The Board directed him to use light fixtures similar to those the Township has used in its streetscape plan.
12. The river-view on Delaware Avenue is an amenity that substantially enhances the quality of life of the residents of this Township. Light pollution on Delaware Avenue substantially diminishes that river-view. To avoid this problem the applicant agreed to reduce lighting levels to security levels at night. The redeveloper will meet with Board staff to detail the hours and other particulars of a lighting plan that meets the objective expressed in this paragraph. Those hours and other particulars should be added as a note to the final subdivision and site plan. When the redeveloper drafts the documents creating the Homeowners Association that will own and maintain the common areas of the property, those documents must obligate the Association and the individual members of the Association to abide by the approved security level lighting plan, the adherence to which is a condition of the approval granted herein.
13. The applicant proposes to remove trees in connection with the redevelopment of the site. The Township's certified tree expert inspected the site in April of 2007 in connection with a plan similar but not identical to the plan approved herein. The Township's certified tree expert must be allowed to re-inspect the site in light of this applicant's plan. No site clearing/tree removal will be permitted until this inspection has been made, the trees approved for removal have been designated on the applicant's plan and the Township's certified tree expert has approved that plan. As indicated previously, the redevelopment plan and the redevelopment agreement

require the developer to save as many of the site's trees as possible. In that connection the Township's certified tree expert issued a report dated April 13, 2007 (attached hereto and made a part hereof) which included a number of measures designed to provide protection during construction for the trees designated to remain. Strict adherence to this tree protection plan is also a condition of the approval granted herein. All trees not approved for removal will also be protected by an easement or a provision in the HOA documents that bars further tree removal without Township approval.

14. The applicant's plan does not indicate the species of street trees that will border the site. Nor does it contain sufficient detail about the proposed trash enclosure, that will be seen from Second Street, to warrant Board approval. The redeveloper agreed to consult with Board staff on the street tree issue and provide additional design detail for the trash enclosure. Both matters should be included in the final plan when concurrence between the developer and Board staff is reached on these issues.
15. A small number of parking stalls are 9' x 16', whereas 9' x 18' is the RSIS standard for parking spaces. Drive aisle widths are also below RSIS standards. The Board found as facts that both deviations are designed either to save trees or promote better stormwater infiltration or both, that neither deviation poses a threat to the public health or safety and that *de minimus* exceptions from the RSIS should be granted to allow them. The applicant shall submit a statement of reasons supporting the grant of such *de minimus* exceptions as required by the Administrative Code.
16. The Redevelopment Agreement contains a phasing schedule for the completion of the affordable senior units. The applicant confirmed that he would comply with that phasing schedule. Compliance is a condition of this approval.



17. The applicant presented testimony relative to the Mansion floor plan and the architectural design of the eight (8) townhouses. The Redevelopment Agreement provides that the Township Committee shall have final approval of the project's architectural design. The applicant agreed to submit the design to the Committee for approval. Once approved by the Committee the final architectural plan shall also enjoy the benefit of the approval contained herein. If the final architectural plan results in changes to the plans approved herein, the applicant shall revise the approved plan to reflect those changes. No building permits shall be issued for the apartment units until the Township architect has reviewed and the Township Committee has approved the architectural plans. The HOA documents must also contain limitations on alterations to the Mansion's exterior sufficient to preserve and protect the building's architectural and historic qualities.
18. Porches on new townhomes are permitted as shown on the applicant's plans. Their design and any proposed modifications to the Mansion porch are both subject to the review and approval of the Township Committee as part of their architectural review.
19. Patios are not permitted for new townhomes but the existing patio for the carriage house may remain as shown on the applicant's plan.
20. The redevelopment plan calls for the installation of a crosswalk across Delaware Avenue and the Township's Landscaping ordinance calls for a landscaped buffer to surround the site. The Board found that the crosswalk requirement should be waived because that requirement was included in the plan when it was contemplated that the redeveloper would purchase and redevelop the riverfront property designated as block 1201, lots 1.01 and 1.02 in addition to the subject property. The Township has retained and intends to retain the aforementioned riverfront lots to provide public

access to the Delaware. Since the redeveloper will not be acquiring this property he should not be required to connect it, via a crosswalk, to his property. As for the landscaped buffer requirement, the brick wall that encircles the property provides an adequate buffer. The landscape buffer requirement may also, therefore, be waived.

21. The applicant's subdivision plan proposes four (4) lots, lots 4, 5, 9 and 10, without frontage on public streets. The Board found that relief could and should be granted from the requirement that all lots front on suitably improved public streets for the following reasons:

- a. The lots in question do not need road frontage. Each lot is accessed via a short common access drive that gives more than adequate and convenient access to public streets.
- b. These interior driveways are suitably arranged and improved to provide adequate access for emergency vehicles.
- c. Granting the relief requested will have no adverse impact on any proposed future circulation plan.

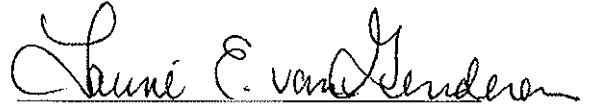
Now, therefore, in reliance on the foregoing it is hereby **RESOLVED** that the within application be **GRANTED PRELIMINARY and FINAL MAJOR SUBDIVISION APPROVAL, PRELIMINARY and FINAL SITE PLAN APPROVAL, *de minimus* EXCEPTIONS** for parking stalls and driveway width, a **BULK VARIANCE** from the minimum front yard setback for units #1 and #2, **DESIGN STANDARD WAIVERS** from the Redevelopment Plan's crosswalk requirement and the landscape buffer requirement of the subdivision ordinance. Relief is also **GRANTED**, pursuant to Section 36 of the MLUL to create four (4) lots without frontage on improved public streets.

These approvals are granted subject to the following terms and conditions:

1. All taxes and professional review fees must be paid current and in full.
2. The redeveloper shall modify his plan to incorporate the alternate building layout for units #1 and #2 as shown in Exhibit A-3 so that the building setback at the foundation of unit #1 will be increased from 2 to 5.5 feet and the setback at the porch will be increased from .4 feet to 2.4 feet.
3. This approval contemplates and authorizes twenty-four (24), but no more than twenty-four (24), affordable senior apartments in the Zurbrugg Mansion. Consistent with the requirements of outside approvals and affordable housing financing agencies, the final floor plan must be approved by the Township Committee. No building permits for apartment units may be issued until that approval has been obtained.
4. As contemplated by the Redevelopment Agreement and as ultimately agreed to by the applicant on the record, the final architectural design of the townhouses is subject to the review of the Township's architect and the approval of the Township Committee. No building permits for townhouse units may be issued until that approval has been obtained.
5. The Homeowner's Association documents must provide that neither outdoor storage structures, nor outdoor storage are permitted on the site and that the new townhomes may have porches as shown on the applicant's plan but not patios. Those documents must also obligate the Association and its members to adhere to the security level lighting arrangements established by the agreement of the redeveloper and Board staff, and contain limitations on exterior alterations to the Mansion, including the porch, sufficient to protect and preserve its historic character.

6. The applicant will modify his plan to show the location of a number of common outdoor cooking areas. No such areas will be placed on the Delaware Avenue front yard.
7. The applicant will add notes to the final plan indicating that:
  - a. existing light poles will be relocated and re-used with fixtures similar to those among the Township's collection of streetscape lighting fixtures;
  - b. outdoor lighting will be reduced to security levels after dark and state the hours and other particulars of the light reduction plan.
8. The species of street trees was not indicated or decided. The applicant will consult with Board staff on this issue and the agreed upon species must be noted on the final plan.
9. The Township's certified tree expert must be permitted to re-inspect the site in light of the plan approved herein. The applicant's plan must be revised, if necessary, to indicate the trees approved for removal and a copy of the plan provided to the Township's certified tree expert for review and approval. No tree removal is permitted until written approval of that plan is received by the Township. Notes must be added to the applicant's plan incorporating the tree protection plan specified in the tree expert's April 13, 2007 report. The HOA documents barring further tree removal must be reviewed and approved by the Township's special counsel.
10. The plan must be modified to refine the detail of the proposed trash enclosure which, because it will be taller than the brick boundary fence, will be visible from adjoining properties.
11. The phasing schedule for the construction and occupation of the affordable senior apartments as contained in the Redevelopment Agreement is incorporated herein and strict adherence to that phasing schedule is a condition of this approval.

12. As required by the Administrative Code, the applicant must provide a statement of reasons supporting the grant of the *de minimus* exceptions granted herein. This statement shall be submitted within thirty (30) days and is subject to the review and approval of the Board Solicitor.
13. The Homeowner's Association documents must be reviewed and approved by the Township's Special Counsel.
14. Any matter, the resolution of which has been left to the applicant and Board staff to resolve, that is not resolved to the applicant's satisfaction shall be resubmitted to the Board for determination.

  
Laure E. vanGenderen, Chairperson

ATTEST:

  
Roseann Lameiras, Secretary

DATE ADOPTED: June 11, 2008

DATE MEMORIALIZED: August 5, 2008

FOR ADOPTION: Mr. Ouellette, Mr. Corcoran, Mr. Martin, Mr. Matulewicz,  
Ms. vanGenderen, Ms. Jass, Mr. Taraschi

AGAINST: None

ABSTENTIONS/RECUSALS: Mr. Templeton

**CERTIFICATION**

This Resolution of Memorialization being adopted by action of the Board on this 5th day of August, 2008 is a true copy of the action taken by the Board at a meeting held on June 11, 2008.

  
\_\_\_\_\_  
Roseann Lameiras

STATE OF NEW JERSEY

SS

BURLINGTON COUNTY

I, Karen E. Zimmermann, of full age, being duly sworn, according to law, says that he/she is the Deputy Municipal Clerk of the Township of Delanco and that a Notice, of which the annexed is a true copy, was published daily in the BURLINGTON COUNTY TIMES, a newspaper printed and published daily in the county of Burlington, State of New Jersey,

once on the 19<sup>th</sup> day of August, 2008

Sworn or subscribed before  
me this 19<sup>th</sup> day of

August, 2008

Roseann M. Lameiras

Roseann M. Lameiras

Notary Public of New Jersey

My Commission expires on April 4, 2011

Karen E. Zimmermann  
Deputy Municipal Clerk

**TOWNSHIP OF  
DELANCO  
OFFICIAL NOTICE  
PLANNING BOARD**

**PLEASE TAKE NOTICE**  
THAT on August 5, 2008  
the Delanco Township  
Planning Board adopted  
Resolution 2008-14  
memorializing the approval of a Preliminary & Final Major Subdivision and Preliminary & Final Major Site Plan with De Minimis exceptions, a bulk variance, design standard waivers and leave to create lots without frontage on a public street to Zurbrugg Partnership, LLC for Block 1202, Lots 1.01, 1.02 and 1.03, on the Township Tax Map, known as 531 Delaware Avenue in a Redevelopment Area. A copy of said resolution is on file at the Delanco Township Municipal Building.

Roseann M. Lameiras,  
Secretary

Adv. Fee: \$18.72  
BCT: August 19, 2008  
Aff. Chg.: \$20.00



## **Rhawn Pipe and Pellegrino – Draft Inclusionary Zoning**

**Draft Inclusionary Zoning for Pellegrino and Rhawn Pipe**  
**Initial draft – December 3, 2008 (pending Township review)**  
**Prepared by Taylor Design Group**

- A. Affordable housing setaside pursuant to N.J.A.C. 5:97-6.4
  - 1) A minimum of 25% of all residential units shall be low and moderate income housing as defined in Chapter 58.
  
- B. Permitted Principal Uses
  - 1) Mid-Rise Dwellings
  - 2) Multi-Family Dwellings
  - 3) Attached Dwellings
  - 4) Single Family Semidetached Dwellings
  - 5) Two Family Dwellings
  - 6) Public Parks
  
- C. Permitted Accessory Uses
  - 1) Private garages
  - 2) Private sheds
  - 3) Private and public garage structures
  - 4) Refuse enclosures
  - 5) Private swimming pools
  - 6) Decks and patios
  
- D. Permitted Conditional Uses
  - 1) Home Occupations
  - 2) Quasi-public buildings
  
- E. Bulk Standards
  - 1) Residential Unit density: Residential density shall not exceed 8 dwelling units per gross acre.
  - 2) Minimum Lot Area: Two (2) acres. Sites with Lot areas over 5 acres shall be Planned Unit Residential Development
  - 3) Principal building setbacks: In order to encourage variety in building façades, there are permitted encroachments where portions of the building, including windows, bays, offsets, chimneys, and other architectural features and including unenclosed porches, stoops, stairs, decks and balconies may encroach into all required yard areas. Permitted encroachments shall be a minimum of twelve (12) inches from any right-of-way.
  - 4) Front yard: Five (5) feet
  - 5) One Side: Five (5) feet
  - 6) Two Sides: Fifteen (15)
  - 7) Rear: Fifteen (15)
  - 8) Mid-rise structures are permitted building façade encroachment such as decks and balconies into any required yard area comprising less than 50% of the façade: 5' from façade; 2' from eave line.

- 9) Townhouse units shall be permitted unenclosed porches, stoops, stairs, decks, and balconies encroachment and any supporting structures comprising more than twelve (12) percent and less than sixty-six (66) percent of the façade: 8' maximum
- 10) All units shall be permitted encroachments including eaves, windows, bays, offsets, chimneys, and other architectural features: 2'.
- 11) Townhouse unit widths shall average a minimum of eighteen (18) feet wide but in no case shall any unit be less than sixteen (16) feet wide.
- 12) Townhouse attached dwellings shall not exceed eight (8) units per building.
- 13) Accessory Building Setbacks: Accessory buildings and structures including shared parking garages, private garages, sheds, rear loaded surface and structured parking and trash enclosures shall not be located in the front yard and shall not be located closer than twelve (12) feet to the principal building. Where lots or parcels cannot be accessed from the rear, enclosed and surface parking shall be permitted twenty (20) feet behind the front building face.
- 14) Accessory buildings shall be a minimum of 80 square feet and a maximum of 250 square feet.
- 15) Side: Zero (0) feet or where applicable, a minimum of twelve (12) feet from the centerline of any alley or drive aisle.
- 16) Rear: Five (5) feet or a minimum of twelve (12) feet from the centerline of any alley or drive aisle.
- 17) Maximum Lot coverage 90%
- 18) Maximum Building and Structure Height Principal Buildings
  - a.) Height: Forty-five (45) feet
  - b.) Stories: Four (4) feet
  - c.) Story height: Nine (9) feet
- 19) Maximum Accessory Building Height
  - a) Height: twelve (12) feet
  - b.) Stories: One (1)

F. General height exceptions:

- 1) The maximum building height set forth above shall not apply to any of the following structures or appurtenances: (1) architectural ornamentation including cupolas, domes, monuments, flagpoles, masts, aerials, and/or equipment and elevator penthouses and like structures require to be placed above the roof deck/ slab and not intended for human occupancy; (2) roof top equipment, air-conditioning compressors, air handlers, chimneys, smoke stacks, and the materials and structures used to screen such equipment including parapets, mansards, louvers, grillage, and ornamental roofing, provided however, no structure or appurtenances described shall extend to a height exceeding eighteen (18) feet above the Maximum Principal Building Height.
- 2) Building and mechanical equipment, including but not limited to HVAC, meters, grills, elevator cabinets, and satellite dishes, should be located so as to be visually shielded from the public street to the extent allowed by utility companies. Window air conditioners are not permitted.

#### G. Design Standards

- 1) Buildings in the area are envisioned to be at least three stories in height and not greater than four stories in height. Buildings are envisioned to relate to the train station and Rancocas Creek or Burlington Avenue with physical pedestrian improvements.
- 2) The character of the architecture facing any public street shall reinforce a pedestrian scale and have a varied appearance.
- 3) Front doors shall be located off of public streets.
- 4) At end wall conditions, windows, bays, offsets, additional fenestration, turned gables and other architectural features shall be used to enhance the architectural character of the end wall.
- 5) Where applicable, a clear pedestrian connection or path shall be provided to the train station.
- 6) Where applicable, a clear pedestrian connection or path shall be provided along and connecting to the Rancocas Greenway pursuant to approvals and agreements with Burlington County.
- 7) Buildings shall be designed to have an attractive, finished appearance from all public spaces, waterways, public streets, railroad rights of way, and adjacent residential uses.
- 8) Buildings shall have fenestration and design elements including decorative windows, operating windows, louvers, shutters, cornerstones, keystones, and/or wide window frames consisting of a minimum of 10-25% of the upper floor façade area to prevent large expanses of blank walls.
- 9) All pedestrian entryways and or lobbies shall be prominent, well-lit and separate from service entrances.
- 10) First floors shall be elevated a minimum of eighteen (18) inches and a maximum of thirty (30) inches above adjacent sidewalks.
- 11) Building entrances, crosswalks, access points, and other pedestrian amenities shall be clearly defined through the use of detailed paving, architectural treatment and site furnishings.
- 12) Where any variance is granted from the minimum front yard parking setback from the required 20' minimum setback from the front façade, garage doors facing any public street, must have visual relief. The use of panels, textures, and/or glass may be used. Street-facing garage doors shall be recessed a minimum of three (3) feet behind the front elevation or covered front porch or stoop. Architectural design shall endeavor to minimize the visual impact of garage door facing a public or neighborhood street.
- 13) Enclosed or roofed bicycle storage areas shall be provided at 2 spaces per unit.
- 14) Trash receptacles and dumpster storage areas shall be effectively screened by enclosures designed to complement the principal building, and should be buffered with landscaping where practical.
- 15) All units shall be provided an enclosed- fenced area, or roofed accessory structure to prevent clutter and provide enclosure for personal outdoor storage bicycles, toys, grills and other outdoor equipment.
- 16) All exterior yard areas shall be maintained by the Homeowners Association, not individual property owners.
- 17) Where feasible due to the irregular shape of the parcels the maximum to minimum typical block perimeter shall be not less than 1275 and not more than 1350 linear feet.

- 18) Building fronts shall be arranged so that front facades face front facades even to dwellings outside the development project boundary.
- 19) Corner buildings shall present a finished façade to all streets.
- 20) The front and side facades of buildings facing any public right-of-way are encouraged to be finished with more than one but no more than three (3) material types.
- 21) Fences and wall located along the frontage shall complement the architectural theme of the buildings and form continuous, cohesive enclosures along the street.
- 22) Pitched roofs if provided shall be sloped no less than (5:12) except that porches may be attached with shed roofs with slopes not less than (2:12)

H. Streets.

- 1) Alleys shall provide a minimum improved road width of nine (9) feet wide. No structure or parking space shall be located closer than twelve (12) feet from the centerline.
- 2) Where no on-street parking is provided, a minimum of three (3) feet is required for planting between the curb and sidewalk.
- 3) Where on-street parking is provided, a minimum of four (4) feet is required for planting between the curb and sidewalk.

I. Streetwalls, Garden Walls, Fences & Hedges

- 1) Streetwalls, garden walls, fences and hedges establish a clear demarcation to the street when or where buildings do not provide that clear change from the public to the private space. These elements define outdoor spaces and provide visual buffering from utility areas including parking lots, trash cans, gardens, and equipment.
- 2) Streetwalls as defined shall be constructed of the same material or complimentary materials as the principal building to provide a visual screen of rear alleys and yards.
- 3) Fences located between the front building line and the right-of-way shall be permitted to be natural or man-made wood picket, powder coated aluminum, wrought iron, non-shiny vinyl, or black powder coated chain link set on a 90 degree angle. Fences shall be a maximum height of forty-two (42) inches. Galvanized chain link set on a 45 degree angle with or without plastic inserts are expressly prohibited.
- 4) Fences, garden walls, and hedges are required along any secondary frontage, and along alley and parking frontages. Fences, garden walls, and hedges a maximum of six (6) feet in height are permitted along the rear and side lot lines, and in the rear and side yards. Fences, garden walls, and hedges shall be a minimum of 33% opaque.

J. Parking

- 1) Where applicable and available, shared parking arrangements and shared access drives should be pursued. This should include an attempt to improve public parking within the NJ Transit Train Station site and along the access to the site and transit station for shared parking and shared access.
- 2) Parking requirements for residential uses shall comply with the New Jersey Residential Site Improvement Standards (RSIS) pursuant to N.J.A.C. 5:21-1.1 *et seq.* including waiver provisions. The parking requirements for all uses may be reduced

from 25% to 40% from the RSIS requirements due to the close proximity of public light rail system, if found to be a *de minimis* exception by the Planning Board. The reduction shall be based upon a parking study undertaken by the applicant.

- 3) Off-street parking and loading areas shall be coordinated with the public street system serving the area in order to avoid conflicts with pedestrian walks, and vehicular thoroughfares. When and if shared parking arrangements are proposed, the current recommendations of NJTransit, NJDOT and NJDCA, should be consulted as these agencies are continually refining recommendations for these scenarios, and where published, those figures may prevail if the applicant can establish that the shared parking is a valid design solutions. However, in no event shall the overall parking ratio for residential uses be less than one parking space per unit.
- 4) At least fifty (50) percent of the parking area shall be shaded by shade trees at tree maturity. The perimeter of the parking area should be landscaped and screened from residences. Large concentrations of surface parking shall be avoided.
- 5) Parking facilities are not required for recreational, community or public facilities serving the area.

K. Public Civic Spaces

- 1) Open civic for the use of property residents is required to be provided at a ratio of 2,000 square feet per acre.
- 2) Open civic space is required to face two public rights-of-way or the Rancocas Greenway.
- 3) Outdoor seating, walking paths, bike racks, and eating areas are required for developments of 39 units or less
- 4) Recreational play structures, walking paths, bike racks, outdoor seating and eating areas are required for developments of 40 units or more.
- 5) Recreational facilities for a type different than those mentioned above may be proposed for substitution by the developer and submitted for approval of the Board or requested by the Board.

## **Abundant Life - Draft Zoning**



**Draft Zoning for Abundant Life: 100% Affordable Residential Proposal**  
**Initial draft – December 3, 2008 (pending Township review)**  
**Prepared by Taylor Design Group**

Abundant Life Fellowship Church (Block 2200, Lots 2.01 & 3)

Abundant Life is located at the intersection of Creek Road and Route 130 southbound, and is located partially in Edgewater Park Township. Approximately 44.83 acres are located in Delanco and 7.47 acres are located in Edgewater Park (total 52.3 acres). The site is located in the C-3 Zoning District, where houses of worship are permitted as Conditional Uses. A sizable undeveloped portion of the site is located between the church facilities and Rancocas Creek.



Representatives of Abundant Life have approached the Township informally seeking feedback on a proposed Senior Citizen Village project containing affordable senior housing, medical offices and limited retail along the property's Route 130 frontage, and affordable senior citizen housing and a community center focused around Holiday Lake. The plan is to have pedestrian linkages from the housing to the church, commercial uses and adjacent Pennington Park to the west. The commercial uses are permitted in the C-3 Zone; however the residential uses are not. The property is partially located in an industrial Redevelopment Area that was adopted by Ordinance 2002-9; however the redevelopment plan for the area requires industrial uses and does not consider a mixed-use concept. The potential burden that improvements to this site may place on local services funded through property tax should be reviewed if the components are to remain under the church's non-profit auspices, and mechanisms to recoup those costs should be explored.

The site is located on the periphery of town, however is closer to the services on Route 130 than are the residences in the center of town. It is anticipated that a majority of the

residents will be retired; therefore direct access to transit will generally not be necessary on a daily basis. It is also anticipated that a shuttle service will be provided by the village to take residents to the RiverLINE station, the bus stops on Route 130 that run between Trenton and Philadelphia, shopping, medical complexes, etc. In any event, any concept for the site should include a bus pull-off area so that a stop can be added to the Route 130 line.

A compact village format centered around Holiday Lake and the interior of the site is encouraged that will serve to reduce impervious coverage, reduce construction costs, increase opportunities for a higher quality project in terms of design, materials, amenities such as landscaping, outdoor gathering spaces and walking paths and increase pedestrianism. Based on a gross acreage of 44.83 acres, a density of 4.25 units per acre would be appropriate in buildings ranging between one and three stories in height. Four-story buildings may be appropriate at the center of the site if they are set back from adjacent property lines, and the increased building height is used as a tool to reduce building costs, reduce impervious coverage and enhance building design, materials, quality and amenities. Some reduction in the parking requirement for the commercial uses may be warranted if it can be demonstrated that a majority of the customers are coming from within the site itself. In order to effectuate the goals of the Route 130/River Route Strategic Plan prepared by the County, the site's Route 130 frontage should be heavily landscaped and signage square-footage and height should be kept to a minimum. Sidewalk should be provided along all roadways. Parking for commercial uses should be set behind the buildings to the extent practicable. Commercial buildings should be at least 2 stories in height. Approval of a General Development Plan prior to submission of preliminary and final plans is recommended.

A Highway Village could be created for this site either as a Conditional Use in the C-3 Zone or as an overlay zone. Recommended zoning standards for a Highway Village at this location are as follows:

1. Permitted principal uses:
  - a. Place of worship;
  - b. Age-restricted multi-family housing in stand-alone structures or in a mixed-use format over commercial space; all units shall meet the crediting requirements set forth by the New Jersey Council on Affordable Housing, including its requirements regarding affirmative marketing of units;
  - c. Those permitted as-of-right in the C-3 Zone;
2. Permitted accessory uses:
  - a. Community center;
  - b. Gazebo or sun shelter;
  - c. Bus stop,
  - d. Bank or pharmacy drive-thru;
  - e. Private garage;
  - f. Trash enclosure;
  - g. Fences and walls.
3. Commercial uses shall comply with the C-3 Zone standards except as otherwise provided herein.

4. At least 20,000 square feet of commercial space shall be provided on the tract.
5. Maximum residential density: 8 units/gross acre.
6. There shall be a perimeter setback of 100' on the tract, except commercial and mixed-use buildings along Route 130 may be set back 75'.
7. Residential units, except those in mixed-use buildings along Route 130, shall be set back at least 250' from Route 130.
8. Maximum building height shall be 54', however no building over 40' shall be located less than 250' from the front property line and not less than 100' to the rear property line.
9. Required open space: 50 percent of tract.
10. Required improved open space: 15 percent of tract. A village green shall be provided consisting of 1% of the overall acreage and is permitted to be included in the open space calculation.
11. Maximum building coverage: 20 percent of tract.
12. Maximum total lot coverage: 30 percent of tract.
13. Supplemental Design Standards:
  - a. The Highway Village shall have a common architectural, streetscape, lighting and landscaping scheme.
  - b. Terminal vistas to the Rancocas Creek and village green shall be provided.
  - c. There shall be a strong interrelation and pedestrian connection between the commercial component and the residential component. Commercial buildings shall be oriented toward the interior of the site and the residential component; and shall also be oriented toward Route 130 or Creek Road.
  - d. Traffic calming techniques including but not to pedestrian bump outs at corners, landscaped medians and islands, sidewalks on both sides of public streets shall be required.
  - e. The residential component shall follow a compact, village format to promote pedestrianism and increase efficiency. Opportunities for outdoor gathering including front porches, patios, etc. shall be provided.
  - f. There shall be a strong pedestrian connection between the County parkland, site open space, and/or the residential portion of the site, including landscaped pedestrian paths connecting the site to the public park that are a minimum of 20 feet wide with a 4-5' To the extent feasible, green building practices should be employed to reduce the project's dependency upon natural resources. These practices include, but are not limited to, the following:
    - i. Orient buildings to maximize solar gain in the winter and shade in the summer; include vegetated wind breaks and sun screens;
    - ii. Create shaded porches and patios for summertime gatherings;
    - iii. Plant indigenous vegetation to minimize water, pesticide and herbicide usage and to create foraging opportunities for local wildlife;

- iv. Install operable windows, awnings, shading devices and roof vents to reduce reliance on HVAC units;
  - v. Maximize daylight in living spaces to reduce reliance on artificial lighting;
  - vi. Utilize renewable sources for electricity, heating and cooling;
  - vii. Maximize building and window insulation and create ante-rooms or foyers between the outdoors and living spaces to increase HVAC efficiency;
  - viii. Utilize recycled building and site materials and recycle construction debris;
  - ix. Create covered parking areas, or heavily shaded parking areas, to reduce reliance on automotive air conditioning;
  - x. Utilize pervious pavement to increase water infiltration and locate parking areas in locations where it can be shared between uses;
  - xi. Create opportunities for bicyclists and pedestrianism to reduce reliance on automobiles including shaded sidewalks, benches, bike lanes and bike racks.
- g. Parking shall be permitted in front of commercial buildings; however no more than 50 percent of proposed parking may be located in front of the building.
  - h. Parking may be shared between the uses if it is demonstrated that parking demand for the uses will not exceed the number of spaces provided.
  - i. If a community center is proposed, a reasonable number of parking spaces, particularly handicapped accessible spaces, should be located adjacent to the building.
  - j. The Route 130 frontage shall be heavily landscaped, and utility, service and parking areas shall be screened from view of Route 130.
  - k. There shall be no buffer required between residential and commercial uses on the tract, however utility, service and parking areas shall be screened from view by a 15' wide area planted with a solid screen of evergreen trees and shrubs, which may also contain a 6' high solid fence.
  - l. Utilities shall be located underground.
  - m. Trash enclosures shall be constructed on 3 sides of 6' high masonry finished to match the principal building.
  - n. Stormwater control shall be provided in wet basins, vegetated basins and underground systems to the extent feasible, and above-ground facilities shall not be located in a front yard. The use of sand infiltration basins shall be limited.
  - o. Signs shall be regulated pursuant to Chapter 110
13. General Development Plan approval shall be obtained prior to submission of preliminary and final site or subdivision plans. The GDP application shall contain:
- a. A Land Use Plan indicating proposed uses, site layout including building setbacks, massing, separation, orientation, height, number of units, unit types, floor area or commercial uses, location of required passive and active

open space, location of parking and shared parking areas, and interrelations between residential, commercial and house of worship components.

- b. Delineation of wetlands, buffers and flood plains and waterbodies.
- c. Proposed stormwater management.
- d. Circulation plan indicating proposed vehicular and pedestrian routes, ingress/egress, parking areas, transit stops, linkages to adjacent properties and public streets. A traffic impact study shall be submitted to determine off-site impacts.
- e. Utility Plan indicating the primary connection, source and routing of sewer, water, gas, electric and stormwater services on the tract.
- f. Utility Plan indicating the primary connection, source and routing of sewer, water, gas, electric and stormwater services on the tract.

## **Abundant Life - Draft Pro Forma and Development Timetable**

**Edgewater  
Burlington County**

100 Affordable Units -- 90 Senior and 10 Non-Age Restricted Supportive Housing

PILOT needed for HMFA Financing and Competitive 9% Tax Credits

**Project Summary**

99 650 sf	One Bedroom Apartments
1 850 sf	Two Bedroom Apartment for Super

**Development Cost**

Acquisition	2,500,000
Construction Contract	12,418,337
Contingencies	740,655
Professional Fees	837,000
Financing & Working Capital	1,960,304
Marketing & Miscellaneous	205,598
Developer Fee	2,330,874
<b>Total</b>	<b>20,992,768</b>

**Sources**

NJHMFA Taxable Bond Permanent Financing	2,270,000
NJHMFA Home Express	3,600,000
NJHMFA Special Needs Housing Trust Fund	1,000,000
Federal Home Loan Bank of NY or Other Soft Funding	1,499,999
Pledged Developer Fee	1,087,741
Low Income Housing Tax Credit Equity	11,535,028
<b>Total</b>	<b>20,992,768</b>

**Income & Expense Analysis**

**Income**

# of Units	BR	% of Median Income	Gross Rent	Utility Allowance	Net Rent	Income
10	1 BR	20.00%	278	92	186	22,320
40	1 BR	50.00%	696	92	604	289,920
49	1 BR	57.50%	800	92	708	416,304
1	2BR		0	0	0	0
<b>100</b>						<b>728,544</b>

**Expenses**

Admin	26,780
Salaries	105,000
Maintenance	116,457
Utilities	58,134
Management Fees	57,000
PILOT	39,814
Insurance	70,000
R&R	30,500
Vacancy / Uncollected	36,427
<b>Total</b>	<b>540,112</b>

<b>Net Operating Income</b>	<b>188,432</b>
-----------------------------	----------------

<b>Debt Service on 1st Mortgage</b>	<b>163,732</b>
-------------------------------------	----------------

<b>Cash Flow</b>	<b>24,700</b>
------------------	---------------

50% to Developer	12,350
50% to NJHMFA to pay Home Express	12,350



# Edgewater, Burlington County, NJ

## Projected Time Line for 9% Tax Credits in Spring Round of 2009

Task	Duration months	Target Start Date	Target Finish Date
Secure Site Control & Finalize Agreements	2		accomplished
Prepare Base Mapping and complete Site Assessment & Architectural Schematics	2		accomplished
Finalize and Adopt Zoning	2	-	2/6/09
Prepare Preliminary Site Plan	1	2/6/09	2/20/09
Submit Preliminary Site plan		2/23/09	
Planning Board Preliminary Approval	1	2/23/09	3/31/09
Obtain Preliminary Planning Board Approval		4/6/09	
PILOT / Abatement & Resolution of Need / Letters from Commission	2	1/2/09	2/23/09
Obtain Municipal Resolutions / Letters		2/23/09	
Prepare Tax Credit Application	3	1/2/09	4/8/09
Submit 9% Tax Credit Application		4/8/09	
Obtain Tax Credit Award		7/8/09	
Prepare Final Engineering & All Permits	1	5/15/09	5/29/09
Submit Final Site Plan & All Permits		6/1/09	
Planning Board Approval & All Permits	2	6/2/09	7/31/09
Submit for building Permit		8/1/09	
Building Permit	3	8/1/09	11/2/09
Obtain Building Permit		11/4/09	
Close on Real Estate and Loans		12/31/09	
Construction	18	1/2/10	5/31/11
Obtain Certificates of Occupancy		6/1/11	

Total Project Schedule	3.00	years
	36.0	months
	1,224	days

## Spending Plan

**Introduction**

Delanco Township has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing was originally approved by COAH on August 28, 1997. The ordinance establishes Delanco Township's affordable housing trust fund for which this spending plan is prepared.

As of July 17, 2008, Delanco Township has collected \$398,684 and expended \$101,512 resulting in a balance of \$297,172. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Beneficial Savings Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

Delanco Township received a first round judgment of compliance and repose from Superior Court on November 22, 1991 and received second round certification from COAH on October 8, 1998. Delanco received prior approval to maintain an affordable housing trust fund on August 28, 1997. As of December 31, 2004, the prior round balance remaining in the affordable housing trust fund was \$132,710. From January 1, 2005 through July 17, 2008, Delanco Township collected an additional \$260,754 in development fees, payments in lieu of construction, other funds, and/or interest. From January 1, 2005 through July 17, 2008, Delanco Township has expended funds as detailed in the chart on page 8 of this spending plan.

**Revenues for Certification Period**

To calculate a projection of revenue anticipated during the period of third round substantive certification, Delanco Township considered the following:

- (a) Development fees:
  - 1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;



2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
  3. Future development that is likely to occur based on historical rates of development.
- (b) Payment in lieu (PIL):
- Actual and committed payments in lieu (PIL) of construction from developers as follows:
- No future payments-in-lieu of construction are currently committed or expected.
- (c) Other funding sources: \$0
- Delanco Township is not anticipating collecting money from other funding sources at this time. Funds from other sources, include, but are not limited to the sale of units with extinguished controls, repayment of affordable housing program loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust fund are anticipated to come from development fees, payments in lieu of construction and interest.
- (d) Projected interest:
- Based on the current average interest rate, Delanco Township anticipates collecting \$63,300 in interest through 2018.



---

**DELANCO TOWNSHIP | SPENDING PLAN**

Clarke Caton Hintz

**Source of Funds – Housing Trust Fund 2008 through 2018**

Source of Funds	7/18/08 through 12/31/08	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total
Development fees: Approved/Pending/Projected Development	\$7,500	\$4,000	\$2,000	\$2,500	\$3,300	\$0	\$0	\$242,000	\$0	\$0	\$0	\$261,300
Payments in Lieu of Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Funds (Specify source(s))	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest	\$3,300	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$63,300
Total	\$10,800	\$10,000	\$8,000	\$8,500	\$9,300	\$6,000	\$6,000	\$248,000	\$6,000	\$6,000	\$6,000	\$324,600



Clarke Caton Hintz

Delanco Township projects a total of \$324,600 in revenue to be collected between July 18, 2008 and December 31, 2018. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

### **Administrative Mechanism to Collect and Distribute Funds**

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

(a) Collection of development fee revenues:

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

(b) Distribution of development fee revenues:

The Planning Board adopts and forwards a resolution to the governing body recommending the expenditure of development fee revenues as set forth in this spending plan. The governing body reviews the request for consistency with the spending plan and adopts the recommendation by resolution.

The release of funds requires the adoption of the governing body resolution in accordance with the COAH-approved spending plan. Once a request is approved by resolution, the Chief Financial Officer releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

### **Description of Anticipated Use of Affordable Housing Funds**

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

Delanco Township will dedicate all of its collected revenues to fund any shortfall in outside funding sources for the rehabilitation and new construction programs (see detailed descriptions in Housing Element and Fair Share Plan) as follows:

Rehabilitation program: (5 units) at \$10,000 = \$50,000

New construction project(s):

- i. Abundant Life: (150+ senior/supportive units) - Developer requested Township contributions from its trust account. To be determined in the future after Township deliberation. The spending plan will be revised if necessary.
- (b) Affordability Assistance (N.J.A.C. 5:97-8.8)

COAH's current rules require Delanco Township to spend a minimum of 30 percent of development fee revenue to render existing affordable units more affordable and one-third of that amount must be dedicated to very low-income households (i.e. households earning less than 30 percent of the regional median income). The actual affordability assistance minimums are calculated on an ongoing basis in the CTM system based on actual revenues.

**Projected minimum affordability assistance requirement**

Actual development fees through 7/17/2008		\$350,731
Actual interest earned through 7/17/2008	+	\$47,953
Development fees projected* 2008-2018	+	\$261,300
Interest projected* 2008-2018	+	\$63,300
Less housing activity expenditures through 6/2/2008	-	\$0
<i>Total</i>	=	\$723,284
30 percent requirement	x 0.30 =	\$216,985
Less Affordability assistance expenditures through 12/31/2004*	-	\$0
<i>PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2005 through 12/31/2018</i>	=	\$216,985
<i>PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2005 through 12/31/2018</i>	÷ 3 =	\$72,328

\* Note: The 2008 portion of this projection reflects 2008 subsequent to July 17 as the remainder of 2008 is included in the actual figure reported above.

\* Township will continue to investigate whether prior expenditures were for affordability assistance.





Delanco Township may dedicate up to \$216,985 from the affordable housing trust fund to render units more affordable, including \$72,328 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

- Down-payment assistance;
- Rental assistance;
- Security deposit assistance
- Low interest loans
- Assistance with homeowners association or condominium fees and special assessments; and/or
- Converting low-income units to very-low-income units, etc.

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

Delanco Township may use affordable housing trust fund revenue for related administrative costs up to a 20 percent limitation pending funding availability after programmatic and affordability assistance expenditures. The actual administrative expense maximum is calculated on an ongoing basis in the CTM system based on actual revenues.

**Projected Administrative Expenses**

Actual development fees through 7/17/2008		\$350,731
Actual interest earned through 7/17/2008	+	\$47,953
Development fees/P.-I.-L. projected* 2008-2018	+	\$261,300
Interest projected* 2008-2018	+	\$63,300
Less housing activity expenditures through 6/2/2008	-	\$0
<b>Total</b>	=	<b>\$723,284</b>
20 percent maximum permitted administrative expenses	x 0.20 =	\$144,657
Less administrative expenditures through 12/31/2004	-	\$98,064
Projected allowed administrative expenditures	=	\$46,593

\* - Note: The 2008 portion of this projection reflects 2008 after July 17 as the first portion of 2008 is included in the actual figure reported above.



Delanco Township projects that \$46,593 may be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Township Attorney, Engineer, and Planner fees related to obtaining substantive certification;
- Rehabilitation administration fees
- Administration fees related to the municipally sponsored new construction program

### **Expenditure Schedule**

Delanco Township intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units. Where applicable, the creation/rehabilitation funding schedule below parallels the implementation schedule set forth in the Housing Element and Fair Share Plan and is summarized as follows.



Projected Expenditure Schedule 2009 Through 2018

	Number of Units Projected	Funds Expended and/or Dedicated (thousands)												Total
		2005 through 7/18/08	7/18/08 through 12/31/08	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	
Rehabilitation Program	5	\$0	\$0	\$10	\$10	\$10	\$10	\$10	\$0	\$0	\$0	\$0	\$0	\$50
Zurbrugg*	2 of 24	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Abundant Life**	150+	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Total Programs</i>	<i>31</i>	<i>\$0</i>	<i>\$0</i>	<i>\$10</i>	<i>\$10</i>	<i>\$10</i>	<i>\$10</i>	<i>\$10</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$0</i>	<i>\$50</i>
Affordability Assistance		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administration		\$3.5	\$0	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$1	\$13.5
<i>Total</i>	<i>31</i>	<i>\$3.5</i>	<i>\$0</i>	<i>\$11</i>	<i>\$11</i>	<i>\$11</i>	<i>\$11</i>	<i>\$11</i>	<i>\$1</i>	<i>\$1</i>	<i>\$1</i>	<i>\$1</i>	<i>\$1</i>	<i>\$63.5</i>

\* The Township may decide to fund two units at Zurbrugg for \$37,500 each or a total of \$75,000 for both.

\*\* The Township has not yet assessed the developer's request for pre-development costs. The spending plan may be revised in the future.



### **Excess or Shortfall of Funds**

Pursuant to the Housing Element and Fair Share Plan, the governing body of Delanco Township may adopt a resolution agreeing to fund any shortfall of funds required for implementing the rehabilitation or redevelopment/new construction programs. Although no shortfall of revenues is anticipated, Delanco Township may fund development costs at a future date.

### **Barrier Free Escrow**

Collection and distribution of barrier free funds shall be consistent with Delanco Township's Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5.

### **Summary**

Delanco Township intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the housing element and fair share plan dated November 2008.

Delanco Township has a balance of \$297,172 as of July 17, 2008 and anticipates an additional \$324,600 in revenues before the expiration of substantive certification for a total of \$621,772. The municipality will dedicate its collected revenue towards rehabilitation and new construction programs as outlined in its plan. The Township may expend funds on affordability assistance and administration. Any shortfall of funds will be addressed through the use of outside funding sources and collected development fee revenue.



## Spending Plan Summary

Revenues	
Balance as of July 17, 2008	\$297,172
Projected Revenue from July 18, 2008 through 2018	
1. Development fees	+ \$261,300
2. Payments in lieu of construction	+ \$0
3. Other funds	+ \$0
Interest	+ \$63,300
<i>Total Projected Revenue</i>	= \$621,772
Expenditures	
Funds used for Rehabilitation	- \$50,000
New Construction	
1. Zurbrugg Mansion *	- \$unknown at this time
2. Abundant Life **	- \$unknown at this time
Affordability Assistance	- \$0
Administration	- \$13,500+
Excess Funds for Additional Housing Activity	= \$0
<i>Total Projected Expenditures</i>	= \$63,500
<i>BALANCE REMAINING</i>	= <b>\$558,272</b>

\* The Township may decide to fund two units at Zurbrugg for \$37,500 each or a total of \$75,000 for both.

\*\* The Township has not yet assessed the developer's request for pre-development costs. The spending plan may be revised in the future.