CITY OF NORTHFIELD – MASTER PLAN INDEX

***sections are separated by blue title pages*

2008 Master Plan Re-examination	page 3
2012 Master Plan Re-examination	page 66
2015 Master Plan Revisions Housing Element and Fair Share Housing Plan	page 71
2018 Master Plan Revisions Housing Element and Fair Share Housing Plan	page 217
2018 Master Plan Re-examination Fair Share Housing Element	page 262
2025 Master Plan Re-examination	page 347
2025 Master Plan Re-examination Housing Element and Fair Share Housing Plan	page 419
2026 Amended Housing Element of the Master Plan - Fair Share Plan	page 511

2008 Master Plan Re-examination

CITY OF NORTHFIELD

MASTER PLAN RE-EXAMINATION

Adopted March 6, 2008

PREPARED FOR THE

CITY OF NORTHFIELD PLANNING/ZONING BOARD

BY:
DORAN ENGINEERING
840 NORTH MAIN STREET
PLEASANTVILLE, NEW JERSEY 08232
DORAN # 11066

_____

Matthew Doran, P.E., P.P.

2007

CITY OF NORTHFIELD

PLANNING BOARD

DR. RICHARD LEVITT, CHAIRMAN
CLEM SCHARFF, VICE CHAIRMAN
ROBIN ATLAS, SECRETARY
FRANK PERRI, MAYOR
JIMMY MARTINEZ, COUNCILMAN
JEFFREY BRUDKLER, CITY ADMINISTRATOR
LOU MILONE, BOARD MEMBER
RONALD ROEGIERS, BOARD MEMBER
NICK DROBONIKU, BOARD MEMBER
PETE DAPRATO, BOARD MEMBER
HENRY NOTARO, ALTERNATE #1
GUY SCHLACHTER, ALTERNATE #2
JASON O'GRADY, ALTERNATE #3

MASTER PLAN COMMITTEE

DR. RICHARD LEVITT, CHAIRMAN
CLEM SCHARFF, VICE CHAIRMAN
ROBIN ATLAS, SECRETARY
FRANK PERRI, MAYOR
JIMMY MARTINEZ, COUNCILMAN
JEFFREY BRUDKLER, CITY ADMINISTRATOR
MATTHEW DORAN, P.E., P.P., BOARD ENGINEER
THOMAS SUBRANNI, ESQ., SOLICITOR

TABLE OF CONTENTS

SECTION	TITLE	PAGE
I.	INTRODUCTION	
	A. INTRODUCTORY COMMENTS	1
	B. PERIODIC RE-EXAMINATION	1-2
II.	RE-EXAMINATION	3-6
	A. RE-EXAMINATION REPORT	
	1. MAJOR PROBLEMS AND OBJECTIVES FOR LAST MASTER PLAN (1995)	
	2. REDUCTION OF PRIOR PROBLEMS AND OBJECTIVES	
	3. SIGNIFICANT CHANGES IN ASSUMPTIONS, POLICIES AND OBJECTIVES	
	4. SPECIFIC CHANGES IN MASTER PLAN OBJECTIVES	
	5. LOCAL REDEVELOPMENT AND HOUSING	
III.	2007 GENERAL GOALS & OBJECTIVES STATEMENT	7-9
	A. GENERAL GOALS AS OUTLINED IN M.L.U.L.	
IV.	LAND USE PLAN	10-27
	A. HISTORIC DEVELOPMENT UPDATE	
	B. PLANNING AREAS	
V.	RESOURCE INVENTORY AND ASSESSMENT	28-38
	A. REGIONAL DEVELOPMENT	
	B. POTABLE WATER SUPPLY	
	C. SANITARY SEWER SYSTEM	
	D. TRANSPORTATION & CIRCULATION	
	E. PUBLIC SERVICES	
	F. EDUCATIONAL SYSTEM	
	G. RECREATIONAL FACILITIES	
	H. HISTORIC PRESERVATION	
	I. STORMWATER MANAGEMENT	
	J. ENERGY CONSERVATION	
VI.	DEMOGRAPHICS	38-43
	A. ATLANTIC COUNTY	
	B. CITY OF NORTHFIELD	

VII. MASTER PLAN COMPONENTS **44-54**

A. HOUSING PLAN
B. CIRCULATION PLAN
C. UTILITY SERVICE PLAN
D. COMMUNITY FACILITIES PLAN
E. CONSERVATION PLAN
F. ECONOMIC DEVELOPMENT PLAN
G. RECYCLING PLAN
H. HISTORIC PRESERVATION PLAN
I. OPEN SPACE PLAN

VIII. MASTER PLAN COMPARISONS **54-57**

A. EGG HARBOR TOWNSHIP, PLEASANTVILLE & LINWOOD
B. ATLANTIC COUNTY MASTER PLAN
C. NJDEP CAFRA
D. STATE DEVELOPMENT AND REDEVELOPMENT PLAN
E. COAH
F. STATE HIGHWAY ACCESS MANAGEMENT PLAN
G. ATLANTIC COUNTY TRANSPORTATION AUTHORITY MASTER PLAN

IX. CENSUS DATA & REAL ESTATE PROPERTY LISTING

LIST OF FIGURES

PLANNING AREA MAP
LAND USE MAP
FIRE DEPARTMENT RUN TOTALS
AGE DISTRIBUTION
OPEN SPACE MAP

LIST OF TABLES

POPULATION GROWTH	40
AGE DISTRIBUTION	41-42
RACIAL COMPOSITION	43
RECREATIONAL CAPACITY ANALYSIS	47

I. INTRODUCTION

A. FORWARD

The City of Northfield is located in the eastern portion of Atlantic County consisting of 3.45 square miles in area. The City is bounded to the south by the City of Linwood, to the north by the City of Pleasantville, and to the east and west by the Township of Egg Harbor.

Originally referred to as Bakersfield in Egg Harbor Township, the City of Northfield separated from Egg Harbor Township and became incorporated On March 21, 1905. The City of Northfield originated mostly due to its attractive location connecting the mainland and the shore communities. The first houses and businesses were involved with Daniel Baker's marine business. From the 1830s to the 1930s, two key industries in the development of the City were the bustling seaport and the brick yard. Evidence of these industries is still visible today. Many of the homes originally built by ship captains featuring a "widow's walk" can be found throughout the city indicating its roots as a seaport. The Somers Brick Yard has been reclaimed and is now Birch Grove Park.

The City of Northfield has since developed as a residential suburb community, not only because of its attractive location close to the shore and Atlantic City, but also because the transportation network servicing the community. The roadways and railway system of the past have connected the City with local and regional centers providing a desirable location for residents.

B. PERIODIC RE-EXAMINATION

The Municipal Land Use Law (MLUL) in section 40:55D-89 requires the periodic Re-examination of Municipal Master Plans and Regulations. This section outlines the following five Re-examination report requirements:

a) The major problems and objectives relating to land development in the municipality at the adoption of the last Re-examination report.

b) The extent to which such problems and objectives have been reduced or have increased subsequent to such date.

c) The extent to which there have been significant changes in the assumptions, policies and objectives forming the basis for the Master Plan or development regulations as last revised, with particular regard to the density and distribution of population and land uses, housing conditions, circulations, disposition, and

recycling of designated recyclable materials, and changes in State, County and Municipal policies and objectives.

d) The specific changes recommended for the master plan or development regulations, if any, including underlying objectives, policies and standards, or whether a new plan or regulations should be prepared.

e) The recommendations of the planning board concerning the incorporation of redevelopment plans adopted pursuant to the “Local Redevelopment and Housing Law”, into the land use plan element of the municipal master plan, and recommended changes, if any, in the local development regulations necessary to effectuate the redevelopment plans of the municipality.

II. RE-EXAMINATION

A. RE-EXAMINATION REPORT

a) "The major problems and objectives relating to land development in the municipality at the adoption of the last Re-examination report."

As evidenced by the various zoning map and ordinance changes, the City of Northfield's Planning Board has continuously conducted Re-examination of the land use regulations within the City. The latest formal Re-examination was completed November of 1995. For the purposes of this document, the 1995 Master Plan Re-examination will be utilized. The 1995 document indicates that the major problem and/or objective as:

1. To encourage municipal action to guide the appropriate use or development of lands in the City of Northfield, in a manner which will promote the public health, safety, morals and general welfare. This goal has been reached.

2. To secure safety from fire, flood, panic, or other natural or manmade disasters. The City will continue to strive and adapt emergency management plans to handle disasters.

3. To promote adequate light, air and open space. In general this goal has been reached. The City will continue to strive to enhance the light, air and open space for its residents.

4. To promote the establishment of appropriate population densities and concentrations that will contribute to the well being of persons, neighborhoods, communities, and regions and preservation of the environment. Northfield has made changes to the Land Development Ordinances to address this goal.

5. To encourage the appropriate and efficient expenditures of public funds by coordination of public development with land use policies. This goal has generally been addressed.

6. To provide sufficient space in appropriate locations for a variety of residential, recreational, commercial and industrial uses, and open space, both public and private, according to their respective environmental requirements in order to meet the needs of the citizens. The City of Northfield has provided a Bike Path, renovated the First Street and Birch Grove Parks playgrounds.

7. To encourage the location and design of transportation that will promote the free flow of traffic while discouraging the location of such facilities and routes, which result in congestion or blight. This goal has generally been addressed in the City ordinances to assure proper development. Additionally, the Tilton Road & Rt. 9 and, Tilton Road and Shore Road Intersection projects have been completed and are operating at acceptable levels.

8. To promote a desirable visual environment through creative development techniques and good civic design and arrangements. This goal has been addressed in that the City of Northfield has been more stringently enforcing the landscaping ordinances and is currently in the process of preparing a tree preservation ordinance.

9. To promote the conservation of historic sites and districts, open space, energy resources, and valuable natural resources in the City of Northfield and to prevent degradation of the environment though improper use of land. This goal has been addressed. The City continues to enforce the requirement of a certificate of appropriateness for all historic structures.

10. To encourage adequate provision of affordable housing. This goal is continuing to be addressed. The City is striving to be COAH compliant.

11. To promote conservation and wise use of all energy resources. The City of Northfield Planning Board has made suggestions to upgrade the older structures along the commercial zones. This continues to be a goal of the City.

12. To promote the maximum practicable recovery and recycling of recyclable materials from municipal solid waste through the use of planning practices to incorporate the state Recycling Plan goals and to complement municipal recycling programs. This goal has been addressed.

b) "The extent to which such problems and objectives have been reduced or have increased subsequent to such date."

As stated in the 1995 Re-examination, the City of Northfield Master Plan is based upon several principles concerning development of land. The 1995 document established four (4) objectives to direct development in the municipality.

The problems and objectives outlined in the 1995 Re-examination are as follows:

a) Encourage residential development in locations and densities which are compatible with the existing development patterns and can be properly serviced by public roadways, utilities and services.

b) Locating public, commercial, service and office uses at sites and in locations which are suitable for their use environmentally, economically and geographically, and are compatible with existing uses, public facilities, roadways, and natural features.

c) Protection of natural and environmental resources including floodplains, wetlands, marsh and aquifer recharge areas, and areas suitable for public and quasi-public recreational activities.

d) Encourage a development pattern which will protect and enhance the long term economic, social and welfare interests of present and future residents of the City.

The City of Northfield has addressed the objectives outlined in the 1995 Re-examination.

c) The extent to which there have been significant changes in the assumptions, policies and objectives forming the basis for the master plan or development regulations as last revised, with particular regard to the density and distribution of population and land uses, housing conditions, circulation, conservation of natural resources, energy conservation, collection, disposition, and recycling of designated recyclable materials, and changes in State, County, and Municipal policies and objectives.

There have been some significant changes in the assumption, policy and objectives that are the basis for the City of Northfield's Master Plan and Land Development Ordinance. These changes mainly take the form of additional recommendations to better address some of the same concerns from the 1995 Re-examination.

d) The specific changes recommended for the master plan or development regulations, if any, including underlying objectives, policies and standards, or whether a new plan or regulation should be prepared.

GOALS AND OBJECTIVES

a) **Planning will include a variety of residential and non-residential uses which will encourage continuation of and enhancement of the City of Northfield as a quality suburban/residential community and as a commercial, employment, governmental and recreational center for eastern Atlantic County.**

b) **To protect and enhance the environmental quality of the City.**

c) **To consider and evaluate innovative development proposals which would enhance and protect environmental features, minimize energy and usage and encourage development densities consistent with the existing pattern of development.**

d) **To encourage commercial, office, hotel and service development within the City which will provide employment for residents and contribute to a balanced economic and ratable base for the City.**

e) **The recommendations of the Planning Board concerning incorporation of redevelopment plans adopted pursuant to the "Local Redevelopment Law", into the land use plan element of the municipal master plan, and recommend changes, if any, in the local development regulations necessary to effectuate the redevelopment plans of the municipality.**

The City of Northfield is not currently pursuing redevelopment within the municipality.

III. 2007 GENERAL GOALS AND OBJECTIVES STATEMENT

The City of Northfield Master Plan is based upon the objectives, principles assumptions, policies and standards which have been developed over a period of time by the City Planning Board, City Council, Board of Adjustments, and other City Boards and agencies. The Master Plan proposal for the physical, economic and social development of Northfield are based upon the following planning and development guidelines.

OBJECTIVES

A. To encourage municipal action to guide the appropriate use or development of lands in the City of Northfield, in a manner which will promote the public health, safety, morals and general welfare of present and future residents.

B. To secure safety from fire, flood, panic, or other natural or manmade disasters.

C. To promote adequate light, air and open space.

D. To ensure that development within the City does not conflict with the development and general welfare of neighboring municipalities, the County, the region, and the State, as a whole.

E. To promote the establishment of appropriate population densities and concentrations that will contribute to the well being of persons, neighborhoods, communities, and regions and preservation of the environment.

F. To encourage the appropriate and efficient expenditures of public funds by coordination of public development with land use policies.

G. To provide sufficient space in appropriate locations for a variety of residential, recreational, commercial and industrial uses, and open space, both public and private, according to their respective environmental requirements in order to meet the needs of the citizens.

H. To encourage the location and design of transportation and circulation routes that will promote the free flow of traffic in appropriate locations while discouraging roadways in areas which result in congestion, blight or depreciated property values.

I. To promote a desirable visual environment through creative development techniques which respect the environmental qualities and constraints of the City of particular sites.

J. To promote the conservation of open space and valuable natural resources and prevent degradation of the environment through improper use of the land.

K. To encourage the preservation and restoration of historic buildings and sites within the City in order to maintain the heritage of Northfield for enjoyment of future generations.

L. To encourage the coordination of numerous public and private regulations and activities which influence land development as a goal of producing efficient uses of land with appropriate development types and scales.

M. To encourage the continued economic development of the City as a regional commercial and office center in areas which are suitable for such development.

N. To encourage efficient site designs and provisions for renewable energy sources including solar, wind, recycled heat and geothermal HVAC.

O. To maintain the residential character of the Shore Road corridor.

P. To encourage underground installation of all utilities.

Q. To encourage increased access to child care.

R. To encourage planting and maintenance of shade trees throughout the City.

S. Recognize the need for cell towers; however, continue the goal of allowing them in Commercial Zone only.

GOALS

A. To identify areas within the City to allow greater density in order to accommodate the need for senior housing and affordable housing.

B. To encourage all new development to utilize the latest techniques available to provide energy efficient buildings.

C. To encourage the revision of local ordinances to accommodate the use of alternative energy sources, such as wind, solar and geothermal sources.

D. To encourage the preservation of specimen trees and natural wooded areas, where possible.

E. To encourage the installation of sidewalks and bikeways.

F. To encourage ordinance changes to recognize the Atlantic City Country Club as a viable recreation, open space, historic and aesthetically pleasing property, while allowing for limited development.

G. To expand all recreation and open space areas to be utilized to their fullest potential.

H. To encourage the revision to the ordinances to be in compliance with the State of New Jersey Guidelines for drainage and wetlands protections.

I. To encourage the protection of the natural areas of Birch Grove Park while upgrading the facilities at the site.

J. To encourage a revision to the local ordinances to restrict commercial and non-transportation vehicles from parking on local streets.

K. To consider the removal of the SIC code designations for allowed uses and to broaden the general use categories in the ordinance.

IV. LAND USE PLAN

A. HISTORIC DEVELOPMENT UPDATE

The Land Use Plan is a "snap shot" in time of the existing land uses. For the most part, the land uses have not significantly changed within the City of Northfield since the 1995 plan. We will be reviewing the permitted uses in certain zones within this Re-examination.

B. PLANNING AREAS

For ease in comparison, we will use the same categorical description as keyed to the municipal zoning districts as established in the 1995 Re-examination. We will further and assign an area description to each. The Planning Areas are as follows:

Area A - Residential

Residential land uses within the City of Northfield are comprised of a variety of existing and recommended residential development types and densities. Residential uses range from a low density of three dwelling units per acre for single-family detached residences to high density senior citizen developments.

Area B - Commercial

Commercial, business and office development is clustered along the main highways of Tilton Road and New Road (U.S. Route 9). Most of the development along New Road consists of small highway businesses, many of which are located in converted residential structures. Historically, New Road was a major business area of Northfield. However, with the opening of the Garden State Parkway, Tilton Road became a major commercial area. Consequently, new and larger developments which depend upon major highway access and a regional service market have been established. The existing pattern of development of commercial and office development is well established and the Master Plan reflects the current pattern of commercial and office development. The specific types of commercial, business and office development areas are as described below.

1. Area A - Residential

Since the 1995 Re-Examination of the Master Plan, minor changes have been made to this land Use component. The subareas of the Residential land use are described below. Recommendations for each subarea are as follows:

a) Residential R-1 – The R-1 Residential areas are located throughout the City and include the most recent housing developments. The lot size for the R-1 district is 10,000 square feet. However, the R-1A option provides

that lot sizes can be reduced to encourage cluster development and preserve areas of contiguous open space and environmentally sensitive lands. This option is permitted in the northwest portion of the City between Zion Road, Sutton Avenue, Mill Road and Maple Run.

It should be noted that large areas of the present R-1 zoning districts are unlikely to be developed due to environmental constraints. The environmentally sensitive lands are designated on the Master Plan as "Conservation" areas. These include the tidal wetlands area along the eastern edge of the City in the area designated as "Meadow" on the City of Northfield tax maps and the flood prone lands along Maple Run. These areas are unlikely to be permitted to be developed under state and federal environmental regulations. It is recommended that a new zone be introduced to the zoning ordinance to restrict and conserve lands that are deemed to be environmentally sensitive or undevelopable from development.

Permitted Uses

i. Single Family Detached dwelling unit, subject to the following (R-1 Zone):

1.	Minimum Lot Size	10,000 SF
2.	Minimum Lot Width	100 Feet
3.	Minimum Principal Front Yard Setback	25 Feet
4.	Minimum Principal Side Yard Setback	10 Feet One Side 25 Feet Both Sides
5.	Minimum Principal Rear Yard Setback	25 Feet
6.	Minimum Accessory Side Yard Setback	10 Feet
7.	Minimum Accessory Rear Yard Setback	10 Feet
8.	Maximum Principal Building Height	2 stories, 30 Feet
9.	Minimum Gross Floor Area	1,200 SF (1 Story) 1,350 SF (2 Stories)
10.	Maximum Impervious Lot Coverage	40 %
11.	Maximum Building Coverage	25 %

ii. Single Family Detached dwelling unit, subject to the following (R-1A Zone):

12.	Minimum Lot Size	7,500 SF
13.	Minimum Lot Width	75 Feet
14.	Minimum Principal Front Yard Setback	25 Feet
15.	Minimum Principal Side Yard Setback	10 Feet One Side 25 Feet Both Sides
16.	Minimum Principal Rear Yard Setback	25 Feet
17.	Minimum Accessory Side Yard Setback	10 Feet
18.	Minimum Accessory Rear Yard Setback	10 Feet
19.	Maximum Principal Building Height	2 stories, 30 Feet

20.	Minimum Gross Floor Area	1,200 SF (1 Story) 1,350 SF (2 Stories)
21.	Maximum Impervious Lot Coverage	40 %
22.	Maximum Building Coverage	25 %

iii. Farms
iv. Public community center buildings, auditoriums, public libraries, public amusement, public art gallery, and other places of public assembly not conducted for gain or profit.

Permitted Accessory Uses

i. Private Garages
ii. Private Swimming Pools
iii. Outdoor Barbeque Structures
iv. Utility Sheds
v. Signs
vi. Fences and Hedges
vii. Off Street Parking

Conditional Uses:

i. Places of Worship
ii. Educational Uses
iii. Public and Quasi-Public Recreational Uses
iv. Public Utilities
v. Community Residences for the Developmentally Disabled
vi. Nursing Homes

It is recommended that portions of the R-1 Residential that contain undevelopable and environmentally sensitive lands be protected from development in a new Conservation zone.

b) Residential R-2 – The R-2 Residential areas are located in the southern and eastern portions of the City. The largest contiguous area is east of Tilton Road in an area extending along Broad Street to Franklin Avenue and then north to New Road. The next largest areas are south of Shore Road and west of Mill Road. The R-2 areas provide a minimum lot area of 7,500 square feet. Most of the lands zoned R-2 is developed and contains housing constructed during pre-war, post-war and the 1960s. The permitted uses, accessory uses and conditional uses permitted in the R-2 Residential areas are in accordance with the R-1 Residential areas. The prescribed area and bulk requirements of the R-2 zone are as follows:

Single Family Detached dwelling unit, subject to the following:

1.	Minimum Lot Size	7,500 SF
2.	Minimum Lot Width	70 Feet

3.	Minimum Principal Front Yard Setback	25 Feet
4.	Minimum Principal Side Yard Setback	10 Feet One Side 25 Feet Both Sides
5.	Minimum Principal Rear Yard Setback	25 Feet
6.	Minimum Accessory Side Yard Setback	10 Feet
7.	Minimum Accessory Rear Yard Setback	5 Feet
8.	Maximum Principal Building Height	2 stories, 30 Feet
9.	Minimum Gross Floor Area	1,100 SF (1 Story) 1,250 SF (2 Stories)
10.	Maximum Impervious Lot Coverage	45 %
11.	Maximum Building Coverage	30 %

There are no proposed changes or recommendations to make in this subarea.

c) Residential R-3 – The R-3 Residential areas are located in three (3) locations within the City of Northfield. The larges area is east of Tilton Road and bordered by Fuae Avenue, Fairbanks Avenue, New Road and Davis Avenue. An area north of New Road and west of Dolphin Avenue is also designated for R-3 residential development. The third location is on the border with Linwood on both sides of Wabash Avenue. The R-3 residential areas are developed with older housing. The minimum lot size is 6,000 square feet. The small shopping center at the intersection of Oakcrest Drive and Shore Road is a non-conforming use in the present R-3 Zoning District. The permitted uses, accessory uses and conditional uses permitted in the R-3 Residential areas are in accordance with the R-1 Residential areas. The prescribed area and bulk requirements of the R-3 zone are as follows:

Single Family Detached dwelling unit, subject to the following:

1.	Minimum Lot Size	6,000 SF
2.	Minimum Lot Width	50 Feet
3.	Minimum Principal Front Yard Setback	25 Feet
4.	Minimum Principal Side Yard Setback	10 Feet One Side 25 Feet Both Sides
5.	Minimum Principal Rear Yard Setback	25 Feet
6.	Minimum Accessory Side Yard Setback	10 Feet
7.	Minimum Accessory Rear Yard Setback	5 Feet
8.	Maximum Principal Building Height	2 stories, 30 Feet
9.	Minimum Gross Floor Area	950 SF (1 Story) 1,100 SF (2 Stories)
10.	Maximum Impervious Lot Coverage	50 %
11.	Maximum Building Coverage	35 %

There are no proposed changes or recommendation to make in this subarea.

d) Residential R-4 – The R-4 Residential area is located in center of the City of Northfield. This area is located to the south east of Burton Avenue. This area consists of currently vacant land. The R-4 area provides for a minimum lot area of 8,500 square feet. The permitted uses, accessory uses and conditional uses permitted in the R-4 Residential areas are in accordance with the R-1 Residential areas. The prescribed area and bulk requirements of the R-4 zone are as follows:

Permitted Uses

i. Single Family Detached dwelling unit, subject to the following:

1. Minimum Lot Size	8,500 SF
2. Minimum Lot Width	90 Feet
3. Minimum Principal Front Yard Setback	25 Feet
4. Minimum Principal Side Yard Setback	10 Feet One Side 20 Feet Both Sides
5. Minimum Principal Rear Yard Setback	25 Feet
6. Minimum Accessory Side Yard Setback	10 Feet
7. Minimum Accessory Rear Yard Setback	10 Feet
8. Maximum Principal Building Height	2 stories, 30 Feet
9. Minimum Gross Floor Area	*xxxxx SF (1 Story)* *xxxxx SF (2 Stories)*
10. Maximum Impervious Lot Coverage	40 %
11. Maximum Building Coverage	25 %

It is recommended the City of Northfield Ordinance be revised to include a required Gross Floor Area requirement in this subarea.

e) Adult Housing AH – The Master Plan designates a tract of land containing 14 acres of which approximately are developable (the remainder being designated wetlands) as Adult Housing. The site is southeast of Shore Road at Dolphin Avenue adjacent to County-owned property and diagonally across Shore Road from the Stillwater and Shoreview Nursing Home. The Adult Housing area provides for 15 dwelling units per acre on the upland, developable portion of the site. An age restriction of 55 years of age and over for one of the principal residents and no children under the age of 18 would be permissible. In conjunction with the development of this site, a traffic light was installed at Shore Road and Dolphin Avenue.

Permitted Uses

i. Age Restricted Adult Housing, subject to the following requirements:

1. Minimum Lot Size	200,000 SF
2. Minimum Lot Width	200 Feet

3.	Minimum Setback to Dolphin Avenue East of Shore Road	25 Feet
4.	Minimum Setback to Shore Road	100 Feet
5.	Minimum Setback to Any Real Property Line	60 Feet
6.	Minimum Accessory Side Yard Setback	25 Feet
7.	Minimum Accessory Rear Yard Setback	50 Feet
8.	Maximum Principal Building Height	3 Stories
9.	*Minimum Gross Floor Area*	*XXXX SF*
10.	Maximum Impervious Lot Coverage	35 %
11.	Maximum Building Coverage	20 %

ii. Single Family Detached dwelling unit, subject to the R-1 Zone above.

Permitted Accessory Uses

i. Private Garages or Storage Buildings
ii. Off Street Parking
iii. Signs
iv. Fences and Hedges

Conditional Uses:

i. Public Utilities

It is recommended the City of Northfield Ordinance be revised to include a required Gross Floor Area requirement in this subarea.

f) Residential Townhouse TH – The Master Plan provides for a proposed Townhouse development area at a density of six (6) dwelling units per acre north of Cresson Avenue on the border of Pleasantville and Egg Harbor Township.

The Townhouse District has been repealed and this area has been rezoned to the R-C Zoning District by Ordinance 1-1997.

There are no proposed changes or recommendation to make in this subarea.

g) Senior Citizen SC – The Senior Citizen area is located to the east of Dolphin Avenue at the municipal boundary of the City of Northfield and the City of Pleasantville. This area consists of vacant land. The Senior Citizen area provides for a minimum land area of 200,000 square feet.

Permitted Uses

i. Age Restricted Adult Housing, subject to the following requirements:

1.	Minimum Tract Size	200,000 SF
2.	Minimum Lot Width	300 Feet
3.	*Minimum Front Yard Setback*	*XX Feet*

4.	Minimum Side Yard Setback	50 Feet One Side 100 feet Both Sides
5.	Minimum Rear Yard Setback	50 Feet
6.	Minimum Accessory Side Yard Setback	15 Feet
7.	Minimum Accessory Rear Yard Setback	20 Feet
8.	*Maximum Principal Building Height*	*X Stories*
9.	*Minimum Gross Floor Area*	*XXXX SF*
10.	*Maximum Impervious Lot Coverage*	*XX %*
11.	*Maximum Building Coverage*	*XX %*

This subarea is included on the City of Northfield Zoning Map and Zoning Schedule. It is recommended the City of Northfield Land Development Ordinance be revised to include a zoning section defining the specific permitted uses, accessory uses and conditional uses of this zoning district. Additionally, the zoning schedule should be revised to include the required Front Yard Setback, the building height, the Gross Floor Area, impervious lot coverage, and the building coverage requirements in this subarea.

2. Area B - Commercial

a) Neighborhood Business N-B – The Neighborhood Business area has one area in the oldest section of the City of Northfield; it is on the east side of Tilton Road between Zion Road and Wabash Avenue. The principal focus of this area is the retention of small businesses adjacent to residential developments. Uses include restaurants, offices and small commercial stores. The N-B zone area provides for a minimum lot area of 10,000 square feet.

Permitted Uses

i. Food Stores
ii. Eating and Drinking Establishments (not inclusive of Fast Food Establishments)
iii. Miscellaneous Retail
    (a) Drug and Proprietary Stores
    (b) Liquor Stores
    (c) Miscellaneous Shopping Goods Store
    (d) Florist
    (e) Tobacco Stores and Stands
    (f) News Dealers and New Stands
iv. Banking and Credit Institutions
v. Personal Services
    (a) Garment Pressing and Agents for Laundries and Dry Cleaning (Including Pick Up Shops)
    (b) Coin Operated Laundry and Dry Cleaning
    (c) Photographic Studios
    (d) Beauty Shops
    (e) Barber Shops

(f) Shoe Repair, Shoe Shine Parlors, and Hat Cleaning Shops
(g) Child Care Services

vi. Health, Legal and Other Professional Service
(a) Offices of Physicians, Dentists, Osteopathic Physicians and Other Health Practitioners
(b) Legal Services
(c) Engineering, Architectural and Surveying Services
(d) Accounting, Auditing and Bookkeeping Services

vii. Public Facilities and Uses
(a) Community Centers
(b) Auditorium
(c) Library
(d) Museum
(e) Art Gallery

viii. Administrative Offices
(a) Depository Institutes
(b) Non Depository and Credit Institutions
(c) Security and Commodity Brokers, Dealers, Exchanged and Services
(d) Insurance Carriers
(e) Insurance Agents, Brokers and Services
(f) Real Estate
(g) Holding and Other Investment Offices
(h) Business Services
(i) Engineering, Accounting, Research, Management and Related Services
(j) Services Not Elsewhere Classified

1. Minimum Lot Size	10,000 SF
2. Minimum Lot Width	90 Feet
3. Minimum Front Yard Setback	25 Feet
4. Minimum Side Yard Setback	10 Feet One Side 15 Feet Both Sides
5. Minimum Rear Yard Setback	25 Feet
6. Minimum Accessory Side Yard Setback	10 Feet
7. Minimum Accessory Rear Yard Setback	25 Feet
8. Maximum Principal Building Height	2 Stories, 25 Feet
9. Minimum Gross Floor Area	1,500 SF (1 Story) 1,500 SF (2 Stories)
10. Maximum Impervious Lot Coverage	75 %
11. Maximum Building Coverage	25 %

Permitted Accessory Uses

i. Private Garage Space for Storage of Commercial Vehicles Utilized in conjunction with a Permitted Business Use

ii. Other Customary Accessory Uses and Buildings for Equipment Storage and Maintenance (such uses shall be incidental to the Principal use)
iii. Signs
iv. Fences and Hedges
v. Off-Street Parking

Conditional Uses

i. Parks, Playgrounds and Recreational Areas
ii. Public Utilities

It is recommended that permitted uses be identified as general use categories as opposed to the SIC code number.

b) Community Business C-B – The Community Business area constitutes an intermediate business and commercial development area within the City. The principal focus of this area is the intersection of New Road and Tilton Road in the center of Northfield. This pattern of development extends primarily along Tilton Road between Cresson Road and Infield Avenue. A second C-B area is located on the western edge of the City along New Road which encompasses existing commercial development. The existing uses of this area are primarily food and retail outlets, although offices are permitted. The highway aspect of these areas will ensure the continuation of the community business uses and the potential for redevelopment.

Permitted Uses

i. Building Construction – General Contractor and Operative Builders
ii. Construction – Special Trace Contractors
    (a) Plumbers, Heating and Air Conditioning
    (b) Painting, Paper Hanging and Decoration
    (c) Electric Work
    (d) Carpentering and Flooring
iii. Communication, Including Telephone, Telegraph, Radio and TV Broadcasting and Other Communication Services
iv. Wholesale Trade – Durable Goods
    (a) Furniture and Home Furnishings
    (b) Sporting, Recreation, Photographic and Hobby Goods, Toys and Supplies
    (c) Electric Goods
    (d) Hardware, Plumbing and Heating Equipment and Supplies
    (e) Commercial Machines and Equipment
    (f) Farm and Garden Machinery and Equipment
    (g) Professional and Sales Equipment and Supplies
v. Wholesale Trade – Non-Durable Goods
    (a) Paper and Paper Products
    (b) Drugs, Drug Proprieties and Druggist Sundries

(c) Apparel, Piece Goods and Notions
(d) Groceries and Related Products
(e) Beer, Wine and Alcoholic Beverages
(f) Miscellaneous Non-Durable Goods limited to: Tobacco and Tobacco Products and Paints, Varnishes and Supplies

vi. Building Materials, Hardware and Garden Supply
vii. General Merchandise Stores
viii. Food Stores
ix. Apparel and Accessory Stores
x. Furniture, Home Furnishings and Equipment Stores
xi. Miscellaneous Retail, including Drug Stores, Liquor Stores, Shopping Goods (excluding Fuel and Ice Dealers)
xii. Banking, Credit Agencies and Security and Commodity Brokers
xiii. Insurance and Real Estate
xiv. Holdings and Other Investment Offices
xv. Personal Services
xvi. Business Services
xvii. Miscellaneous Repair Services, including Radio and Television, Watch, Clock and Jewelry, and Reupholstery and Furniture Repairs
xviii. Dance Halls, Studios and Schools
xix. Health Services, Legal Services, Engineering, Accounting, Research, Management and Related Services, Services Not Elsewhere Classified, and Child Day Care Services
xx. Educational Services limited to Computer and Data Processing, Business and Secretarial, and Private Vocational Schools
xxi. Social Services limited to Individual and Family Social Services, and Job Training and Vocational Rehabilitation Services
xxii. Membership Organizations

1)	Minimum Lot Size	20,000 SF
2)	Minimum Lot Width	125 Feet
3)	Minimum Front Yard Setback	50 Feet
4)	Minimum Side Yard Setback	25 Feet One Side 30 Feet Both Sides
5)	Minimum Rear Yard Setback	30 Feet
6)	Minimum Accessory Side Yard Setback	15 Feet
7)	Minimum Accessory Rear Yard Setback	30 Feet
8)	Maximum Principal Building Height	2 Stories, 25 Feet
9)	Minimum Gross Floor Area	2,500 SF (1 Story) 2,500 SF (2 Stories)
10)	Maximum Impervious Lot Coverage	80 %
11)	Maximum Building Coverage	25 %

Permitted Accessory Uses

i. Private Garage Space for Storage of Commercial Vehicles Utilized in conjunction with a Permitted Business Use
ii. Maintenance and Storage Buildings

iii. Off-Street Parking
iv. Signs
v. Fences and Hedges

Conditional Uses

i. Restaurants
ii. Automobile Service Stations

It is recommended that permitted uses be identified as general use categories as opposed to the SIC order number.

c) Regional Commercial R-C – The Regional Commercial area is along Tilton Road north of New Road which provides for appropriate regional commercial highway development. The large lot size requirement of 200,000 square feet and 300 feet of street frontage encourage large retail stores or several businesses in on structure. Most of the newer existing uses already take full advantage of the regional nature of this area, while some of the older uses are smaller and typical of earlier rural highway development. Redevelopment of the older uses and maximum use of the remaining vacant land is encouraged.

Permitted Uses

i. Building Construction – General Contractor and Operative Builders
ii. Construction – Special Trace Contractors
iii. Communications
iv. Electric, Gas and Sanitary Service Offices
v. Wholesale/Retail Trade – Durable Goods
    (a) Automotive Parts and Supplies, but excluding Junk Yards
    (b) Tires and Tubes
    (c) Furniture and Home Furnishings
    (d) Lumber and other Construction Materials
    (e) Sporting, Recreation, Photographic and Hobby Goods, Toys and Supplies
    (f) Electric Goods
    (g) Hardware, Plumbing and Heating Equipment and Supplies
    (h) Commercial and Construction Machinery, Equipment and Sales
    (i) Jewelry, Watches, Diamonds and Other Precious Stones
    (j) Other Non-Durable Goods such as Musical Instruments, Luggage
    (k) Physical Fitness Facilities
    (l) Health Services
    (m) Legal Services
    (n) Engineering, Accounting, Research, Management, and Related Services
    (o) Services Not Elsewhere Classified
    (p) Child Care Services
vi. Wholesale/Retail Trade – Non-Durable Goods
    (a) Paper and Paper Products

(b) Drugs, Drug Proprieties and Druggist Sundries
(c) Apparel, Piece Goods and Notions
(d) Groceries and Related Products
(e) Beer, Wine and Alcoholic Beverages
(f) Tobacco and Tobacco Products
(g) Paints, Varnishes and Supplies

vii. Building Materials, Hardware and Garden Supply
viii. General Merchandise Stores
ix. Food Stores
(a) Sale of Prepared Food for Home Consumption
x. Apparel and Accessory Stores
xi. Furniture, Home Furnishings and Equipment Stores
xii. Miscellaneous Retail, including Drug Stores, Liquor Stores, Shopping Goods (excluding Fuel and Ice Dealers)
xiii. Banking, Credit Agencies and Security and Commodity Brokers
xiv. Insurance and Real Estate
xv. Holdings and Other Investment Offices
xvi. Personal Services
xvii. Business Services
xviii. Miscellaneous Repair Services, including Radio and Television, Watch, Clock and Jewelry, and Reupholstery and Furniture Repairs
xix. Amusement and Recreation Services
(a) Dance Halls, Studios and Schools
(b) Bowling Alleys
(c) Membership Sports and Recreation Clubs
xx. Health, Legal and Other Professional Services
xxi. Educational Services limited to Computer and Data Processing, Business and Secretarial, and Private Vocational Schools
xxii. Social Services limited to Individual and Family Social Services, and Job Training and Vocational Rehabilitation Services
xxiii. Membership Organizations

1)	Minimum Lot Size	80,000 SF
2)	Minimum Lot Width	200 Feet
3)	Minimum Front Yard Setback	65 Feet
4)	Minimum Side Yard Setback	15 Feet One Side 30 Feet Both Sides
5)	Minimum Rear Yard Setback	35 Feet
6)	Minimum Accessory Side Yard Setback	15 Feet
7)	Minimum Accessory Rear Yard Setback	35 Feet
8)	Maximum Principal Building Height	3 Stories, 35 Feet
9)	Minimum Gross Floor Area	5,000 SF (1 Story) 5,000 SF (2 Stories)
10)	Maximum Impervious Lot Coverage	85 %
11)	Maximum Building Coverage	25 %

Permitted Accessory Uses

i. Private Garage Space for Storage of Commercial Vehicles Utilized in conjunction with a Permitted Business Use
ii. Maintenance and Storage Buildings
iii. Off-Street Parking
iv. Signs
v. Fences and Hedges

Conditional Uses

i. Automobile Service Stations
ii. Restaurants
iii. Arcades
iv. Multi-Level Motel, Office or Convention Center
v. Public Utilities

It is recommended that the permitted uses be identified as general use categories as opposed to the SIC code numbers.

d) Office Professional O-P – The Office Professional areas permit only professional offices for health related, legal and similar professional uses. The minim lot size of 15,000 square feet provides for development of office buildings with several professional suites. The two Office Professional areas are located on New Road at Mill Road and at the intersection of Tilton Road and Zion Road. The majority of the lots in these areas are developed with conforming uses, with several vacant lots yet to be built upon.

Permitted Uses

i. Health, Legal and Other Professional Services
ii. The Administrative Offices Only Associated with the following
    (a) Depository Institutions
    (b) Nondepository Credit Institutions
    (c) Security and Commodity Brokers, Dealers, Exchanges and Services
    (d) Insurance Carriers
    (e) Insurance Agents, Brokers and Services
    (f) Real Estate
    (g) Holdings and Other Investment Offices
    (h) Business Services
    (i) Engineering, Accounting, Research, Management, and Related Services
    (j) Services Not Elsewhere Classified

1)	Minimum Lot Size	15,000 SF
2)	Minimum Lot Width	100 Feet
3)	Minimum Front Yard Setback	45 Feet
4)	Minimum Side Yard Setback	15 Feet One Side 20 Feet Both Sides

5)	Minimum Rear Yard Setback	25 Feet
6)	Minimum Accessory Side Yard Setback	15 Feet
7)	Minimum Accessory Rear Yard Setback	25 Feet
8)	Maximum Principal Building Height	2 Stories, 25 Feet
9)	Minimum Gross Floor Area	1,500 SF (1 Story) 1,500 SF (2 Stories)
10)	Maximum Impervious Lot Coverage	80 %
11)	Maximum Building Coverage	25 %

Permitted Accessory Uses

i. Private Garage Space for Storage of Commercial Vehicles Utilized in conjunction with a Permitted Business Use
ii. Maintenance and Storage Buildings
iii. Off-Street Parking
iv. Signs
v. Fences and Hedges

Conditional Uses

i. Public Utilities

It is recommended that permitted uses be identified as general use categories as opposed to the SIC code numbers.

e) Office Professional Business O-PB – The Office Professional Business areas are located or in the vicinity of New Road. The Office Professional Business areas provides for a mixed use of development of retail outlets and offices. This designation recognizes the present mixed nature of development with the building of new and re-use of existing structures. The 10,000 square foot lot size requirement recognizes the historic pattern of mixed commercial and residential uses in the area.

Office uses should be emphasized in the O-PB areas along New Road which has limited potential to carry major increases in traffic. Retail uses tend to create peak period traffic and should be discouraged.

A short portion of Tilton Road between Infield Road and Zion Road is designated for Office Professional Business uses. This area buffers the adjoining Neighborhood Business and Community Business areas to residential zones and emphasizes the appropriateness of office development.

Permitted Uses

i. Equipment Stores
   (a) Household Appliance Stores
   (b) Radio, Television and Consumer Electronic Stores

ii. Miscellaneous Retail
   (a) Book Stores
   (b) Stationary Stores
   (c) Hobby, Toy and Game Shops
   (d) Camera and Photography Supply Stores
   (e) Banking, Credit Agencies and Commodity Brokers
   (f) Insurance and Real Estate
   (g) Holdings and Other Investment Offices
   (h) Personal Services
   (i) Health, Legal and Other Professional Services
   (j) Depository Institutions
   (k) Nondepository Credit Institutions
   (l) Security and Commodity Brokers, Dealers, Exchanges and Services
   (m) Insurance Carriers
   (n) Insurance Agents, Brokers and Services
   (o) Real Estate
   (p) Holdings and Other Investment Offices
   (q) Business Services
   (r) Engineering, Accounting, Research, Management, and Related Services
   (s) Services Not Elsewhere Classified

1)	Minimum Lot Size	10,000 SF
2)	Minimum Lot Width	90 Feet
3)	Minimum Front Yard Setback	25 Feet
4)	Minimum Side Yard Setback	15 Feet One Side 15 Feet Both Sides
5)	Minimum Rear Yard Setback	25 Feet
6)	Minimum Accessory Side Yard Setback	10 Feet
7)	Minimum Accessory Rear Yard Setback	25 Feet
8)	Maximum Principal Building Height	2 Stories, 25 Feet
9)	Minimum Gross Floor Area	1,500 SF (1 Story) 1,500 SF (2 Stories)
10)	Maximum Impervious Lot Coverage	80 %
11)	Maximum Building Coverage	25 %

Permitted Accessory Uses

i. Private Garage Space for Storage of Commercial Vehicles Utilized in conjunction with a Permitted Business Use
ii. Maintenance and Storage Buildings
iii. Off-Street Parking
iv. Signs
v. Fences and Hedges

Conditional Uses

i. Public Utilities

It is recommended that permitted uses be identified as general use as opposed to the SIC code numbers.

f) Country Club C-C – The Country Club area delineates the Atlantic City Country Club and a few single-family houses surrounded by the Club properties. The golf course is an important historic asset to the City of Northfield. Development of fringe areas of the Atlantic City Country Club properties has occurred through the years and a major renovation of the course and the support buildings took place from 1998 through 2000. Redevelopment of the "Club House" and related facilities may be deemed necessary in the future. However, care must be taken not to destroy the historic value and recreational viability of this asset by reducing land available for the 18 hole golf course and driving range.

Development of country club guest rooms is encouraged to enable the Atlantic City Country Club to host small conventions, conferences and meetings while also permitting rent of spacious banquet accommodations to the general public. A Master Plan of the development of the country club was submitted in 1998 establishing a program of long range retention of the overall golf course and club facility. Any plan to develop ancillary facilities and or buildings should be reviewed by the Planning Board.

Permitted Uses

i. Detached Single Family Residential Use
ii. A Golf Course for Golfing Activities. A Golf Course being a separate principal use may exist in one of several possible forms.
   (a) It may be combined with a Country Club Clubhouse as a mixed use on one lot; or
   (b) It may serve as a required Open Space Parcel for a Country Club Clubhouse established through a Planned Development; or
   (c) It may be established as an independent use on a tract consisting of one or more lots.
iii. A Clubhouse for a Country Club Activities
iv. Golf Villas for Residential Usage only when approved as part of a Planned Development. Units may be sold or rented. Golf Villas being a separate principal use may exist in one of several possible forms:
   (a) They may be established as an independent use consisting of multiple unit structures on one or more lots when approved as part of a Planned Development; or
   (b) They may be established as an independent use consisting of clustered single unit attached structures on individual lots when approved as part of a Planned Development; or
   (c) They may be combined with a Country Club Clubhouse as a mixed use on one lot when approved as part of a Planned Development.

Mixed Uses

i. Permitted uses may be established as the sole principal use on an individual lot or be combined on a single lot a Mixed Use except that a single detached single-family dwelling shall be the sole principal structure on a lot and a lot may not contain another principal use. When two or more principal uses are to occupy a single lot, site boundaries encompassing each principal use and its accessory uses, buildings and structures shall be established. The Principal Uses forming a Mixed Use shall individually and separately conform to their respective limitations and requirements unless expressly exempted or excluded.

1)	Minimum Lot Size	100 Acres
2)	Minimum Lot Width	400 Feet
3)	Minimum Front Yard Setback	100 Feet
4)	Minimum Side Yard Setback	100 Feet One Side 200 Feet Both Sides
5)	Minimum Rear Yard Setback	200 Feet
6)	Minimum Accessory Side Yard Setback	100 Feet
7)	Minimum Accessory Rear Yard Setback	100 Feet
8)	Maximum Principal Building Height	2.5 Stories, 35 Feet
9)	Maximum Impervious Lot Coverage	5 %
10)	Maximum Building Coverage	3 %

Permitted Accessory Uses

i. Pro Shop as Accessory to a Golf Course or Clubhouse
ii. Recreational and Maintenance Uses Accessory to Golf Course, Golf Villas and Clubhouse including, but not limited to:
   (a) Swimming Pools and Cabanas
   (b) Tennis Courts, Squash Courts, Exercise Rooms and other Recreational Facilities
   (c) Locker Rooms
   (d) Driving Ranges and Practice Greens but only as an accessory to the Golf Course
   (e) Putting Greens
iii. Storage and Maintenance Buildings
iv. Signs
v. Fences and Hedges
vi. Off Street Parking
vii. Garages but only as an accessory to a Single Family Dwelling and Golf Villas

viii. Golf Suites for Hotel, Motel or Transient lodging only as an accessory to a Country Club

It is recommended that the general use and bulk requirements be amended in order to help preserve the historic, recreation, open space, and aesthetically pleasing value if the property is located in this zone.

V. RESOURCE INVENTORY AND ASSESSMENT

A. Regional Development

1) Casino Development

Currently twelve (12) Casinos exist in Atlantic City. The next wave of casino construction has continued in the Marina District with major additions currently being constructed at Harrahs and Borgota.

Other casinos, such as Taj Mahal, are also undergoing major additions and renovations. Various other sites are in the planning or early construction phase for new casino hotels.

2) Regional Non-Casino Development

It is apparent that the regional non-casino development is tied very closely with the development of the casinos. The U.S. Census Data indicates that the greatest number of building permits issued in Atlantic County was during the 1980's when the bulk of the casinos were constructed. Approximately 25,000 residential building permits were issued from 1980 through 1988. The 1990's have shown a significant decrease in the number of residential building permits. The 2000 Census Data has shown has shown the number of building permits issued between 1990 and 1999 is fewer than 5,000. The actual number of permits issued has been increasing over the last 5 years, but still they are significantly lower than those during the 1980's. The 2000 Census Data indicates that the total number of households increased by 11.6 percent (approx. 9,900 homes) from 1990 to 2000.

The growth in commercial/retail facilities has continued through the late 1990's. The development of the Hamilton Crossing Shopping center, The Festival at Hamilton and the Multiplex movie theatre also in Hamilton has shown a positive development trend for commercial and retail facilities. Much of the Black Horse Pike corridor through Hamilton and Egg Harbor Townships is undergoing extensive commercial development. Additionally, the development of the Atlantic City Walk indicates significant positive development trend in the eastern portion of the county.

Atlantic Count in general has continued its steady growth through the 1990's. While not as fast as the 1980's, the latter half of the 1990's has shown a positive trend toward commercial growth. On the other hand, several of the growth area communities have attempted to reduce the number of residential units being constructed within their boundaries. Both Egg Harbor Township and Hamilton Township have begun revising their ordinances to reduce permitted densities in the

growth areas. Growth is expected to continue in the long term, but at a significantly reduced pace than the 1980s.

At present, major upgrades are in the process for the Atlantic City Airport and FAA Air National Guard.

B. Potable Water Supply

Water services are provided to most of the City's residents by the New Jersey-American Water Company, Shore District. The offices are located on Shore Road in Linwood. The Shore District water is supplied to nine (9) area municipalities. The water for the City of Northfield is obtained from wells in the Cohansey Aquifer at locations where subsurface water is considered safe from pollution and salt water intrusion according to the NJDEP.

Approximately *100, or 3.5* percent of the City's housing units are currently serviced individual potable wells. Applications for well permits are processed by the Atlantic County Department of Health to ensure that all standards for safe drinking water are met. The Planning Board does permit individual wells as part of a Site Plan approval only if it is considered unreasonable to require the developer to connect into the New Jersey American Water Company system.

C. Sanitary Sewer System

All wastewater within the City is handled by municipal sanitary sewer services.

D. Transportation and Circulation

As indicated the 1995 Re-examination, "transportation planning for Northfield is limited due to the fact the City is nearly developed and major roadways are controlled by Atlantic County and the New Jersey Department of Transportation". While not having direct control over County and State roadways, the City can however work collaboratively with these controlling agencies to improve existing strained corridors along existing County and State roadways. Additionally, the City of Northfield has a program in place for the paving, improvement and resurfacing of municipal roadways.

Between the years 2005 and 2008, the City of Northfield has received Municipal Aid for the following Roadway projects:

1. Roosevelt, Phase 1, Fiscal Year 2005
2. Roosevelt, Phase 2, Fiscal Year 2006
3. Banning Avenue, Fiscal Year 2007

4. Mount Vernon Avenue, Fiscal Year 2008 (Aid not yet awarded)

E. Public Services

1) Fire Department

The City of Northfield is serviced by the City of Northfield Fire Department. Seven (7) members of the Fire Company are paid and the remainder, including the Fire Chief, are volunteers. The paid company includes five (5) Emergency Medical Technicians (EMTs) and two (2) paramedics. The Fire House was originally located in a private garage and soon moved to its current location at 1600 Shore Road. This central location within the municipality allows for high accessibility to service the City's residents. In 1979, a Fire House substation was constructed on Burton Avenue to adequately service the City's growing population. The Fire Department has been servicing the City's residents since 1924. The Fire Department offers twenty-four hour coverage and has a mutual aid plan with neighboring municipalities.

The Fire Department provides for fire suppression and Emergency Medical Services on a basic life support level. The City of Northfield Fire Department utilizes four (4) pumpers, one (1) rescue/utility vehicle, and three (3) utility vehicles.

In addition to the services offered by the Fire Department, the City of Northfield Ambulance Squad also responds to the residents' emergency calls. The Northfield Ambulance Squad location of 1600 Shore Road houses its telephone lines, administrative offices and response equipment. The squad consists of volunteer, and paid personnel and has three (3) ambulances and one (1) first responder. Clients are generally taken to one of the three area medical hospitals: Shore Memorial in Somers Point, Atlantic Care Regional Medical Center – Atlantic City Campus (former Atlantic City Medical Center in Atlantic City), or Atlantic Care Regional Medical Center – Mainland Campus (former Atlantic City Medical Center Extension in Pomona).

2) Police Department

The City of Northfield maintains a 24-member Police Department. A total of 9 vehicles are employed by the police department consisting of 8 police cars and one (1) 4-wheel drive units. The department responds to an average of 20,000 calls per year. These calls range from vehicle stops or burglary responses, to escorting the City's deposits to the bank.

F. Educational System

1) Present Enrollment

There is one public school, Northfield Community School, located with the municipality on New Road and Cedarbridge Road. According to the 2007-2008 enrollment records, the total student population is 1,077. This includes all students from kindergarten through Eighth grade. Students continue their education at Mainland Regional High School in Linwood.

In addition to the public school system, four (4) private and parochial schools also educate the student population of the City of Northfield. The two (2) private schools are located in the City of Northfield: The Oak Avenue School and Yale School; while the two (2) Parochial schools are located outside of the municipality: St. Joseph's Regional School in Somers Point and Blessed Sacrament in Margate. The City of Northfield does provide transportation for all its public, private and parochial school age students.

2) Projected enrollment

Two (2) approved studies have been prepared to project the future enrollment at the Northfield Community School. One study was completed by Dr. Richard Perniciaro of the Atlantic County Community College Projecting a student enrollment through the year 2010 of 1,177 students. The other study was prepared by Gibson-Tanquini Architects projecting a future enrollment through the year 2010 of 1,281 students.

G. Recreational Facilities

The City of Northfield has an extensive amount of land devoted parks, recreation and open space. This is due to the city owned as well as private/commercial facilities. As shown below, the total area associated with recreation, and open space in the City of Northfield accounts for greater than one quarter of the total land area of the municipality.

1) Local Recreational Facilities – Municipally Owned.

(a) Birch Grove Park

Birch Grove Park is located along Burton Avenue and Mill Road along the northwest boundary line of City of Northfield with Egg Harbor Township. Formerly the Somer's Brick Yard, the lands of Birch Grove Park were donated to the City to hold as open space in perpetuity. The old excavated clay pits have formed into lakes, with water lilies and water fowl, providing an attractive park and open space setting. The Birch Grove Park contains 278.75 acres.

Recreation facilities offered at Birch Grove Park include a playground, mini-golf course, walking trails with exercise stations, areas for fishing, and baseball and football fields. The park hosts concerts, camping, hay rides, the Garden Club, and the Historic Society and Museum.

(b) First Avenue Park

First Avenue Park is located on First Avenue and has served as a "kiddie park" for the local residents. In 2005 the park was upgraded with new equipment and is well shaded. The First Avenue Park contains 0.8 acres.

(c) Bike Path – 10.17 Acres

(d) Frank Steward Wildlife Preserve

The Frank Steward Wildlife Preserve is located along Glencove Avenue and has been designated a Wildlife Preserve. The designation prohibits development and protects the 57.0 acres of the environmentally sensitive marshland.

The City of Northfield also owns several acres of vacant land between the Atlantic City County Club and the Egg Harbor Township Boundary. These parcels are currently vacant and contain environmentally sensitive marshland. It is recommended that the City do all it can to assure these properties remain undeveloped.

(e) Cove Avenue

The Cove Avenue is located along Cove Avenue adjacent to the Frank Steward Wildlife Preserve. This 8.1 acre wooded parcel was identified in the previous Master Plan Re-examination to be developed for recreational uses. In an effort to help finance the new Community School, this parcel was sold and is now the location of the Ridgewood Court development. As such, the 8.1 acres site has been removed from the City's Open Space Inventory.

2) Local Recreational Facilities – Privately Owned

(a) The Atlantic City Country Club

The Atlantic City County Club is a privately owned Golf Course on Shore Road containing 237.8 acres. The Atlantic City Country Club occupies nearly one-half of the land area between Shore Road and the City's southeast boundary with Egg Harbor

Township. Originally opening in 1897, the Country Club now contains an 18-hole golf course, a club house, a pro shop, and a restaurant/banquet room, as well as rooms for operations and ancillary maintenance facilities. National, state, and regional golf championships have been played at the Atlantic City Country Club.

The Club was purchased by the Atlantic City Hilton in 1997 and went through a 13 million dollar renovation. The course itself was renovated and the guest rooms were removed from the clubhouse. Through the years, fringe areas of the Club property have been subdivided for single family housing. Country Club Acres, an adjacent but separate development built between 1947 and 1950, northeast of the Club contains 65 single family residential lots. Several other independent smaller subdivisions have been developed and can be found on Hemsley Court, Golf View Drive and Argo Lane.

In order to preserve the Country Club, while maintaining the economic viability of the Club, a Master Plan for the future development of the land owned by the Atlantic City Country Club was presented to the Planning Board and City Council for their consideration and subsequent approval in 1998. The plan established the revised course layout and buildings needed to support the 18-hole course and driving range. Long-term policies and goals to build additional guest facilities, to meet the needs of the Country Club and preserving the open space, historic nature of the club, and long-term objectives of the City still need to be addressed.

(b) Tilton Driving Range and Golf Course

The Tilton Driving Range and Golf Course is a privately owned driving range and miniature golf course. The site consists of approximately 7.0 acres located along Tilton Road in the northwest portion of the City.

(c) Blake's Gymnastics (former Atlantic Indoor Tennis & Gymnastics)

As indicated in the 1995 Re-examination, Atlantic Indoor Tennis & Gymnastics contained 4.4 acres of the privately owned recreation in the City. Since, the 1995 Re-examination, Atlantic Indoor Tennis & Gymnastics facility closed. The facility is now occupied by Blake's Gymnastics. The site is located along Mill Road in the Northwest portion of the City.

(d) Tilton Village Recreation Corporation

The Tilton Village Recreation Corporation is a privately owned indoor swimming facility. The site consists of 1.7 acres located along Fabian in the northern portion of the City.

3) Municipal Recreation Programs

(a) The All-Sports Association is responsible for all municipal recreation programs in the City of Northfield. The City provides some funding to the Association to finance the programs offered. The remainder of funding is provided from participants involved in each program.

New park and recreation areas are becoming harder to find and still deemed necessary for a viable community. Retention of the existing public and private recreation areas are priority. Incorporation of tot-lots and play areas in any major new residential developments in the City should be considered by the Planning Board and Mayor and Council.

H. Historic Preservation

The City of Northfield has an active Cultural Committee which maintains records and artifacts of the city. The Cultural Committee established and maintains a museum at Birch Grove Park. The museum was an office built in 1926 on Mill Road by the Railroad tracks. It was moved to the City Yard for a while then to Shore Road. In 1975 it became the original City Library behind the "new" City Hall. In 1985 it was moved to Birch Grove Park. In 1996 another historic building, the Casto House was moved adjacent to the original museum and in 2000 a connector building and gallery was built to connect the two historic structures. The Cultural Committee has prepared several booklets cataloguing the background of some of the residents and structures in the City, and in cooperation with Arcadia Publishing released a pictorial history of the City to go along with the City's Centennial Celebration in 2005. Twenty-five historic homes are described in two booklets, Historic Houses of Northfield and More Historic Houses of Northfield, written by Carol A. Patrick and published by the Northfield Public Library Association and Northfield Bicentennial Committee in 1973 and 1979 respectively.

In Table V.H.1. on the next page, the historic houses are identified by address, block and lot, year built and building type/historic notes. It is recommended that these houses be included on a City register of historic structures approved by the City Council, and that the Historic Commission research, identify and recommend other historic structures for the register.

As noted in the 1995 Master Plan Re-examination "The preservation and enhancement of historic structures in a municipality preserves its heritage. It is also an expressed purpose of the zoning plan to promote the conservation of historic sites and districts (N.J.S.A. 40:55D-2).

Therefore, the City Council should consider establishing a policy to preserve the historic architectural appearance of these houses in the event on any changes in the structure or use. Incorporation of historical districts and/or buildings into the City Land Use and Development Regulations is recommended. Architectural guidelines and delayed demolition permit requirements should be established and incorporated into the City codes." This recommendation has been implemented since the last Master Plan Re-examination in the form of the issuance of certificates of appropriateness from the City of Northfield for properties that are deemed historic.

TABLE V.H.1.
HISTORIC HOUSES IN THE CITY OF NORTHFIELD

ADDRESS	BLOCK	LOT	YEAR BUILT
1505 Mill Road	16	11	c. 1850's
1311 Mill Road	16	17	1840-1850
1203 Mill Road	16	20	c. 1880's
1111 Mill Road	16	21	pre-1900's
1717 Zion Road	95	2	1858
1629 Zion Road	95	32	1759
1905 Cedarbridge Road	87	2	1842
1712 Tilton Road	102	26	pre-1863
1724 Tilton Road	102	27	pre-1900's
1730 Tilton Road	102	3	pre-1900's
1821 Tilton Road	98	7	pre-1872
11 West Mill Road	98	6	c. 1894
16 West Rosedale Ave.	79	29	c. 1860's
15 Cove Avenue	160	1	pre-1780's
34 East Rosedale Ave.	169	9	c. 1870's
2115 Shore Road	85	11	1860
1823 Shore Road	99	11	1891
1826 Shore Road	173	19	1898
1712 Shore Road	175	36	pre-1872
1607 Shore Road	102	16	c. 1860's
1513 Shore Road	103	7	c. 1860's
1413 Shore Road	104	9	1840
408 Shore Road	148	15	1868
8 Virginia Avenue	148	16	1750
Bayside School	173	8	c. 1690's

I. Stormwater Management

Effective stormwater management is important in the City of Northfield. The City of Northfield's general topography is elevated in the middle portion of the municipality in the proximity of Shore Road. This topography splits the City into two (2) drainage areas. Drainage from the

western side of Shore Road drains to the southwest and drainage from the eastern side of Shore Road drains to the southeast. More specifically, the western drainage area includes stormwater from the eastern portion of Maple Run in Birch Grove Park and drains into Patcong Creek which flows southeasterly to the Atlantic Ocean. Serving as a stormwater detention and retention basin, Birch Grove Park contains large surface ponds into which drains about two-thirds of Northfield's stormwater runoff. These ponds control the rate the stormwater drains into Maple Run. The stormwater from the eastern portion of Shore Road drains into the salt marshes which flow into Lakes Bay to the Atlantic Ocean.

Floodplain delineations for the major floodways are contained n a National Flood Insurance Program Flood Insurance Rate Map (FIRM) for the City of Northfield. The current map was prepared in January 1983 and delineates special flood hazard areas along Patcong Creek and Maple Run in the Northwestern portion of the City, and tidal marsh area and upland fringe areas in the southeastern portion of the City along Lakes Bay. Special flood hazard areas are defined by an elevation of 9.0 feet above the mean sea level along Lakes Bay and 11.7 to 12.0 feet along Patcong Creek and Maple Run south of Mill Road and 14.0 to 14.2 feet north of Mill Road. The remainder of the City is not considered to be a flood hazard area for the National Flood Insurance Program.

Since the 1995 Master Plan Re-examination the Tilton Road Drainage Project and Sutton Woods Drainage projects have been completed. The Tilton Road Drainage project was a County project and the Sutton Woods Drainage project was completed by a private developer.

The Planning Board requires that all applicants for land development near flood plains delineate the 100 year flood plain. The Board has also initiated requirements on major developments to provide on-site detention basins to handle the volume and rate of runoff and to reduce soil erosion and sedimentation. In addition, the applicants must show how their proposed drainage systems interface with the off-site water drainage system.

It is recommended that the Planning Board implement measures to require underground storage of stormwater for proposed developments and should be designed at 50 percent above the present values. Further, it is also recommended the Land Development Ordinance be updated to include the current stormwater standards and the Best Management Practices. To comply with current stormwater management regulations for water quality, it will no longer be permissible to store all stormwater underground.

J. Energy Conservation

The Municipal Land Use Law indicates that a purpose of zoning is "to promote the conservation... of energy resources" (N.J.S.A. 40:55D-2.j),

which requires the inclusion of standards in the Development Ordinance to provide energy conservation design criteria in the layout of streets (N.J.S.A. 40:55D-38) and site plans (N.J.S.A 40:55D-41). Energy conservation planning can be accomplished in residential, commercial and office areas through overall site design and street and structural orientation to maximize passive solar energy utilization and adaptation for solar collection units. Clustering of housing units can minimize or eliminate sewerage pump stations and provide energy conservation us of paving and utilities as opposed to traditional subdivision development layouts. Encourage infill development in areas which have existing infrastructure while discouraging scattered development in rural areas would also help reduce long term energy needs.

Other considerations include establishment of design standards for wind generators, landscape and planting design techniques to achieve optimum solar usage and careful site design review to encourage maximum utilization of low energy, high intensity street and parking lot lighting. Construction and design techniques which utilize solar energy, building overhangs and thoughtful window placement can reduce energy costs. Sidewalk construction could reduce the need to use automobiles within the City thus achieving a long term energy savings.

As energy design techniques and standards are developed which would be applicable to development within the City of Northfield, it is recommended the City Council enact appropriate ordinance changes to achieve practical and cost efficient energy conserving site design and construction measures. Further evaluation of site plans and subdivisions in terms of energy impact and reduced energy demands is warranted.

VI. Demographics

A. Atlantic County

The 2000 Census data released in August 2001 has shown a population increase of 11.2 in Atlantic County. The County's population has increased from 224,237 residents in 1990 to 252,552 residents in 2000. An increase of 28,225 people living in Atlantic County. The majority of this growth has occurred in the Pinelands Regional Growth Areas. Approximately 18,500 of the new residents moved into on of three growth area communities, Egg Harbor Township, Galloway Township, or Hamilton Township. The remaining growth of the last 10 years has mainly occurred either on the Barrier Islands or the non-Growth Area Mainland region. The Mainland Region consists of Absecon, Linwood, Northfield, Pleasantville and Somers Point. These communities have increased their population by 4,449 residents from 1990. The Barrier Island Communities of Atlantic City, Brigantine, Margate, Longport, and Ventnor have increased their population by 5,268 residents. The remaining communities as shown in the Population Growth chart below as the Rural Areas has shown a decrease of 40 people from 1990 to 2000.

The reasons that development has occurred in these areas are mainly due to the regulatory agencies and current policies governing development in our region. As stated in the Atlantic County Master Plan[2], the two regulatory documents, the Costal Facilities Review Act of 1973 (CAFRA) and the Pinelands Protection Act of 1979 that regulate development within Atlantic County, have directed the development toward designated Coastal Centers in the CAFRA region and into the Regional Growth Areas within the Pinelands Protection Area.

In addition to these regulations, the State Development and Redevelopment Plan (SDRP) also encourages growth within existing developed areas and the preservation of open space.

While the amount of population increases may differ, it is anticipated that this pattern of growth within the Coastal Centers and Regional Growth Areas will continue into the foreseeable future.

B. City of Northfield

1) Population Increase

The City of Northfield has shown a marginal increase in population from 1990. The 2000 census indicates that the City's population increased by 420 residents during the last 10 years. This increase is lower than the Atlantic County growth rate, but is consistent with the growth rate of other Mainland municipalities (with the exception of Pleasantville).

2) Age Distribution

The current median age of persons in the City of Northfield is 40 years of age. The median age from 1990 is not provided in the data that is available at this time. However, the age distribution in the census data does indicate that the population is aging slightly since 1990. This pattern would be consistent with the remainder of the County and State. Currently, the largest portion of the population is between the ages of 35 to 44. Due to a change in format for the between the 1990 and 2000 census age distribution categories, it is not possible to accurately determine the increase or decrease in this age group. However, it in comparing the 1990 age category of 25 to 44 and the combined 2000 age categories of 25-34 and 35-44, there has been a decrease of this age group by 17 residents. In contrast to the largest portion of the population, the smallest portion of the population is the 85 year and older category. This age population has increased by 29.1% since the 1990 census.

3) Racial Composition

The non-white population of the City of Northfield has continued to increase in the decade from 1990 to 2000. In 1990 the total non-white population, including Black, Indian, Asian, and other, was 335 persons or approximately 5% of the total 1990 population. The number has increased 51% to 655 persons in the year 2000. This increase accounts for 8% of the total 2000 population. The trend follows the county wide increase from 23.3% in 1980 to 31.6% non-white population indicated in the 2000 Census. The complete racial composition for the City is listed in Table VI.B.3 below.

4) Gender

The City of Northfield has maintained a balance between the male and female population since 1990. The current male population of 47.7% has only increased from 47.6% in 1990. The county distribution is almost identical with a 48.3% male population in the year 2000.

TABLE VI.B.1
ATLANTIC COUNTY
POPULATION GROWTH
1990-2000

MUNICIPALITY OR	POPULATION GROWTH 1990 - 2000				COUNTY SHARE
OR GEOGRAPHIC AREA	1990	2000	(+/-)	(%)	(%)
BARRIER ISLAND	70,000	75,268	5,268	7	29.8
Atlantic City	37,986	40,517	2,531	11	16.0
Brigantine	11,354	12,594	1,240	11	5.0
Margate	8,431	8,193	-238	-2.9	3.2
Longport	1,224	1,054	-170	-16.1	0.4
Ventnor	11,005	12,910	1,905	14.7	5.1
MAINLAND	48,712	53,161	4,449	8.3	21.0
Absecon	7,298	7,638	340	4.5	3.0
Linwood	6,866	7,172	306	4.3	2.8
Northfield	7,305	7,725	420	5.4	3.1
Pleasantville	16,027	19,012	2,985	15.7	7.5
Somers Point	11,216	11,614	425	3.6	4.6
GROWTH AREAS	69,886	82,434	18,548	22.5	32.6
Egg Harbor Twp	24,544	30,726	6,182	20.1	12.2
Galloway Twp	23,330	31,209	7,879	25.3	12.4
Hamilton Twp	16,012	20,499	4,487	21.9	8.1
RURAL AREAS	71,729	41,689	-40	-0.1	16.5
Buena	4,441	2,873	-568	-14.6	1.5
Buena Vista	7,655	7,436	-219	-2.9	2.9
Corbin City	412	468	56	11.9	0.2
Egg Harbor City	4,583	4,545	-38	-0.8	1.8
Estelle Manor	1,404	1,585	181	11.4	0.6
Folsom	2,181	1,972	-209	-10.6	0.8
Hammonton	12,208	12,604	396	3.1	5.0
Mullica	5,896	5,912	16	0.3	2.3
Port Republic	992	1,037	45	4.3	0.4
Weymouth	1,957	2,257	300	13.3	0.9
Atlantic County	224,327	252,552	28,225	11.2	

TABLE VI.B.2
CITY OF NORTHFIELD
COMPARISON OF AGE DISTRIBUTION IN THE CITY OF NORTHFIELD
1990-2000

COMPARISON OF AGE DISTRIBUTION IN THE CITY OF NORTHFIELD (1990-2000)						
AGE	1990	PERCENT	2000	PERCENT	CHANGE	
DISTRIBUTION	CENSUS	OF TOTAL	CENSUS	OF TOTAL	(+/-)	(%)
Under 5 years	494	6.8%	417	5.4%	-77	-15.6%
5 to 9 years	1,034	14.2%	599	7.8%	-435	-42.1%
10 to 14 years	-	0.0%	612	7.9%	612	0.0%
15 to 19 years	254	3.5%	463	6.0%	209	82.3%
20 to 24 years	312	4.3%	219	2.8%	-93	-29.8%
25 to 34 years	2,304	31.5%	804	10.4%	-1,500	-65.1%
35 to 44 years	-	0.0%	1,483	19.2%	1,483	0.0%
45 to 54 years	848	11.6%	1,030	13.3%	182	21.5%
55 to 59 years	400	5.5%	383	5.0%	-17	-4.3%
60 to 64 years	427	5.8%	342	4.4%	-85	-19.9%
65 to 74 years	714	9.8%	684	8.9%	-30	-4.2%
75 to 84 years	377	5.2%	507	6.6%	130	34.5%
85 years and over	141	1.9%	182	2.4%	41	29.1%
TOTALS	7,305	100.0%	7,725	100.0%	420	5.7%
Note: Age ranges categories differ from 1990 to 2000.						

FIGURE VI.B.1
CITY OF NORTHFIELD
AGE DISTRIBUTION IN THE CITY OF NORTHFIELD
1990

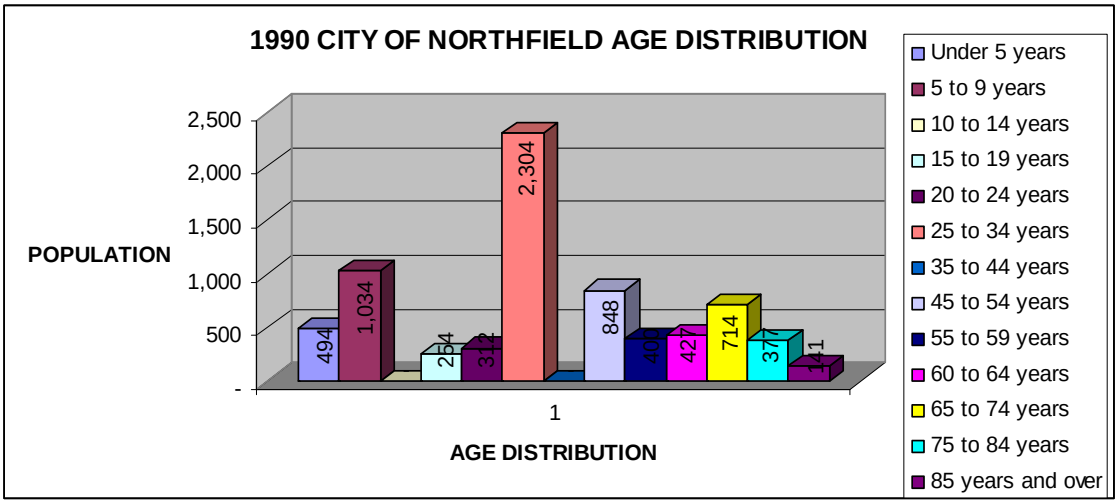


FIGURE VI.B.2
CITY OF NORTHFIELD
AGE DISTRIBUTION IN THE CITY OF NORTHFIELD
2000

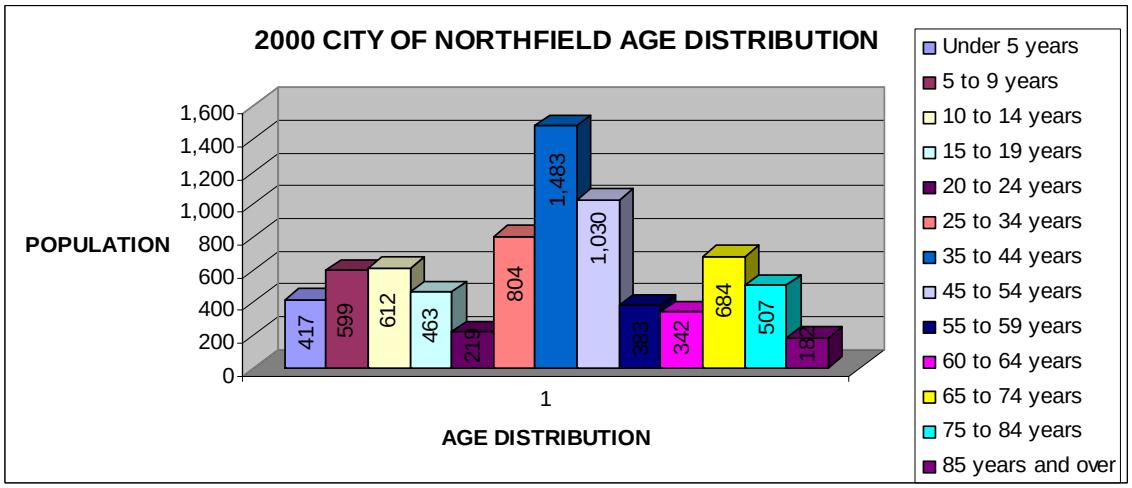
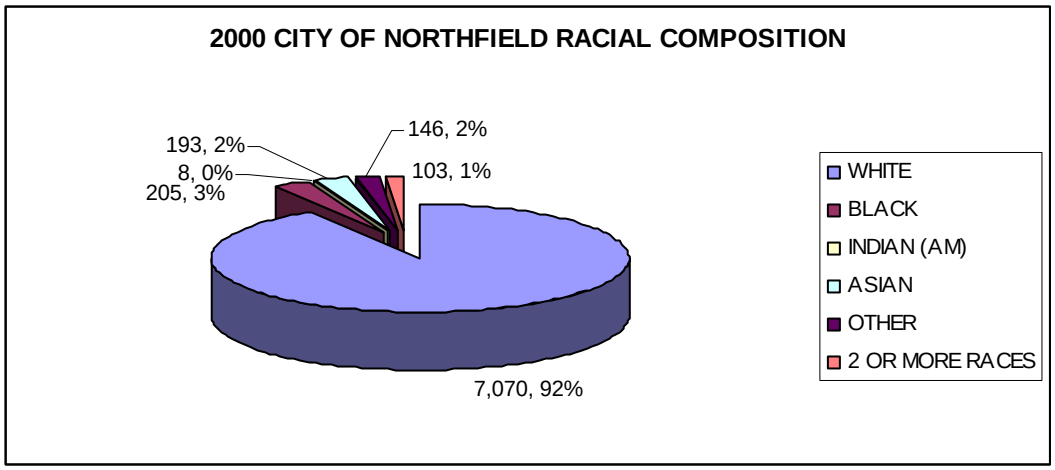


TABLE VI.B.3
CITY OF NORTHFIELD
RACIAL COMPOSITION IN THE CITY OF NORTHFIELD
1990-2000

RACIAL COMPOSITION IN THE CITY OF NORTHFIELD					
			POPULATION CHANGE		PERCENT OF
RACE	1990	2000	NUMBER	(%)	POPULATION
WHITE	6,970	7,070	100	1.43%	91.5%
BLACK	132	205	73	55.30%	2.7%
INDIAN (AM)	15	8	-7	-46.67%	0.1%
ASIAN	154	193	39	25.32%	2.5%
OTHER	34	146	112	329.41%	1.9%
2 OR MORE RACES	NOT SPECIFIED	103	UNDETERMINED	UNDETERMINED	1.3%
TOTAL	7,305	7725	317	4.34%	100.0%

FIGURE VI.B.3
CITY OF NORTHFIELD
2000 RACIAL COMPOSITION



VII. Master Plan Components

A. Housing Plan

The City of Northfield has shown a marginal increase in population since 1990. The City's demographics are outlined in Section VI of this document. With an increase of 420 persons, the gross density of the City has not had a significant increase.

The City has shown a very small decrease in the median household size from 2.69 in 1990 to 2.66 persons per unit in the year 2000.

The number of housing units within the City of Northfield increased by 96 units. Of the total 2,922 units, 96.6 percent are occupied, leaving 3.4 percent vacant and 1.1 percent as seasonal recreational or occasional use. The occupied units are up from 91.9 percent in 1990.

The majority of the housing stock has remained as medium sized single family units. Medium sized is considered to be two to three bedroom dwelling units.

B. Circulation Plan

The City of Northfield is located in the eastern portion of Atlantic County, located on the mainland between the City of Pleasantville, the City of Linwood and Egg Harbor Township. The transportation system in the City of Northfield has developed in much the same manner as other rural communities in South Jersey. Access to the municipality is gained by various state highways linking this region with Philadelphia, New York, and the shore communities. These routes include, U.S. Route 9 (New Road), the Garden State Parkway, the Atlantic City Expressway, U.S. Route 40-322 (the Black Horse Pike), and U.S. Route 30 (the White Horse Pike).

The major transportation corridors in the City of Northfield include New Road, Shore Road, Wabash and Fuae Avenues, Mill Road, Zion Road, and Tilton Road. New Road, Shore Road, and Wabash and Fuae Avenues are the major north-south corridors in the City of Northfield with Mill Road, Zion Road and Tilton being the major east-west corridors. These transportation corridors have played a large part in the growth of Northfield. Residents have easy access to Exit 36 of the Garden State Parkway which extends from Cape May through Atlantic County to New York State. Exit 36 is at Tilton and Fire Roads in Egg Harbor Township, 0.5 miles north of the City of the Northfield border. Northfield is also close (within a five minute drive) to the Atlantic City Expressway, a limited access toll

highway extending from Route 42 in Camden County through Hammonton to Atlantic City.

Residents and visitors to the City of Northfield are afforded multiple points of entry. One feature limiting transportation logistics in the City of Northfield is the salt marshes and Lakes Bay along the eastern border of the City with Egg Harbor Township. This natural feature is a barrier to the transportation logistics in the City of Northfield.

1. State Roads

U.S. Route 9 (A.K.A. New Road)

New Road is a major transportation corridor in the City of Northfield. With a functional classification of an arterial roadway, the roadway provides a 2.0 miles north-south link between the City of Pleasantville and the City of Linwood.

2. County Roads

County Route 662 & 563 (A.K.A. Mill Road)

Mill Road is a basic east-west transportation corridor between the Garden State Parkway in Egg Harbor Township and the City of Margate City. With portions of this roadway classified as an arterial and others as a major collector, this roadway contains 1.8 miles of county roadway within the city boundary.

County Route 563 (A.K.A. Tilton Road)

Tilton Road has a functional classification of an arterial roadway. This roadway provides a 1.31 mile basic east-west transportation link between the Black Horse Pike in Egg Harbor Township and Shore Road and Mill Road.

County Route 585 (A.K.A. Shore Road)

Shore Road contains 1.85 miles of roadway and is a basic transportation corridor in the City of Northfield. This roadway is parallel to New Road and provides a north-south link between the City of Pleasantville and the City of Northfield. This county roadway has a functional classification as a major collector

County Route 615 (A.K.A. Zion Road)

Zion Road is an east-west link between Egg Harbor Township and the City of Northfield. From its beginning point at its intersection with Shore Road, Zion Road contains 1.80 miles of roadway with a functional classification of a minor collector.

County Route 644 (A.K.A. Dolphin Avenue)

Dolphin Avenue provides a basic east-west link along the northern boundary of the City of Northfield. This minor collector provides a 0.86 mile link between Shore Road and the City of Pleasantville.

County Road 691 (A.K.A. Burroughs Avenue)

Burroughs Avenue provides a basic east-west link along the southern boundary of the City of Northfield. This minor collector provides a 0.49 miles link between Zion Road and Oak Avenue.

3. Municipal Roadways

Wabash and Fuae Avenues

Wabash and Fuae Avenues provide a north-south link in the City of Northfield. The approximate 1.9 miles of roadway provide a link between the City of Linwood and Dolphin Avenue at the northern boundary of the City.

C. Utility Service Plan

Currently, nearly all the residents of the City of Northfield receive municipal water and sewer services. It has been noted that 96.5% of the residents are connected to the New Jersey American Water services provided in the City. As improved water saving devices are introduced to the market, land use regulations and/or building code requirements should be updated to require more stringent water conservation strategies. Conservation measures should be encouraged.

D. Community Facilities Plan

Community services in the City of Northfield include one (1) public school, a rescue squad, a city municipal building, and a public works building and garage. The community facilities adequately house the city's employees and volunteers.

It is anticipated future growth will be minimal in the City of Northfield. The current development trends indicate a population increase since 1990. According to census data, the population in Northfield has increased from 7,305 to 7,725. The impact of the population growth will not affect community facilities.

Northfield's Police and Fire Departments handle emergency services. The City of Northfield currently has a staff of 24 police officers, and 7 paid fire fighters and 29 volunteer fire fighters. Five members of the fire department are certified as Emergency Medical Technicians (EMTs) and two are certified paramedics. Based on the public service multiplier of 2.08 police officers per 1,000 persons, Northfield should have a minimum staff of 16 police officers. Based in the current population, emergency management services are adequate.

E. Recreation Facilities Plan

Recreation Facilities have been described in the Recreation Facilities Section of the Resource Inventory and Assessment of this document. To determine the capacity of the City of Northfield's recreational facilities, the following summary has been prepared. The summary compares facilities offered in the City of Northfield with a recommended parks and recreation ratio.

TABLE VII.E.1
RECREATIONAL CAPACITY ANALYSIS

	ANALYSIS OF RECREATIONAL CAPACITY						
		RECOMMENDED RATIO		EXISTING RATIO		CAPACITY	RECOMMENDED
FACILITY	UNITS	UNITS	PERSONS	UNITS	PERSONS	PERCENT	SERVICE RADIUS
BASKETBALL COURTS	0	1	5,000	0	7,725	0%	0.25 - 0.5 MILES
TENNIS COURTS	0	1	2,000	0	7,725	0%	0.25 - 0.5 MILES
VOLLEYBALL COURTS	0	1	5,000	0	7,725	0%	0.25 - 0.5 MILES
BASEBALL FIELDS	4	1	5,000	1	1,545	324%	0.25 - 0.5 MILES
FOOTBALL FIELDS	1	1	20,000	1	7,725	259%	15 - 30 MIN. TRAVEL
SOCCER FIELDS	1	1	10,000	1	7,725	129%	1 - 2 MILES
SOFTBALL FIELDS	*	1	5,000	*	7,725	*	0.25 - 0.5 MILES
TOTLOTS[1]	2	1	1,000	1	3,863	26%	0.25 - 0.5 MILES

SOURCE: NATIONAL RECREATION AND PARKS ASSOCIATION, RECREATION, PARK AND OPEN SPACE STANDARDS AND GUIDELINES. ALEXANDRIA, VIRGINIA: NRPA 1983.

1 SOURCE: DERIVED FROM A VARIETY OF MUNICIPALITIES

Based on the standard ratio set above, presently there exists a deficiency in recreational facilities in the City of Northfield. The City of Northfield recognizes the lack of basketball courts, tennis courts, volleyball courts and totlots. The City attempts to address the needs of its residents as they arise as well as trying to anticipate future needs. Northfield wishes to improve and expand recreational facilities throughout the City for the benefit of all the residents.

F. Conservation Plan

It is recommended that an Environmental Resource Inventory (ERI) be performed to assess the environmental resources present in the City of Northfield. The ERI will guide ordinance revisions and policies to conserve and protect environmentally sensitive areas from development.

G. Economic Development Plan

It is recommended that the City continue the present commission in order to help precipitate the Economic Growth of Northfield.

H. Recycling Plan

The City of Northfield has developed a plan to conform to the Atlantic County Recycling Plan. Recyclables, aluminum, steel (tin), plastic, glass and paper products are collected curbside for residents.

The practice of recycling should be encouraged to all the residents of the City of Northfield. To increase participation in the recycling program, it is imperative efforts are made to insure all residents are knowledgeable of recycling schedules and procedures. It is recommended that the City of Northfield publish the recycling schedule in the local newspaper to educate residents of the recycling program. Real estate offices should be provided with recycling pamphlets to distribute them in all rental properties and all sale properties.

I. Historic Preservation Plan

1) <u>Introduction:</u>

The City of Northfield, originally referred to as Bakersfield in Egg Harbor Township, separated from Egg Harbor Township and became incorporated On March 21, 1905. Northfield has

an active Cultural Committee which maintains records and artifacts of the City. The Cultural Committee established and maintains a museum at Birch Grove Park. The museum was an office built in 1926 on Mill Road by the Railroad tracks. It was originally moved to the City Yard for a while then to Shore Road. In 1975 it became the Original City Library behind the "new" City Hall. In 1985 it was moved again moved to its current location in Birch Grove Park. In 1996 the Casto House, another historic building, was moved adjacent to the original museum building. A connector building and gallery were built in 2000 to connect the two historic structures. The cultural committee has prepared several booklets cataloguing the background of some of the residents and structures in the City of Northfield and in cooperation with the Arcadia Publishing released a pictorial history of the City to go along with the City's Centennial Celebration in 2005. Twenty five historic homes are described in two (2) booklets, Historic Houses of Northfield and More Historic Houses of Northfield, written by Carol A. Patrick and published by the Northfield Public Library Association and Northfield Bicentennial Committee in 1973 and 1979 respectively. Refer Table V.H.1 for a complete list of Historic Properties in the City of Northfield.

As noted in the 1995 Master Plan Re-examination "The preservation and enhancement of historic structures in a municipality preserves its heritage. It is also an expressed purpose of the zoning plan to promote the conservation of historic sites and districts (N.J.S.A. 40:55D-2). Therefore, the City Council should consider establishing a policy to preserve the historic architectural appearance of these houses in the event on any changes in the structure or use. Incorporation of historical districts and/or buildings into the City Land Use and Development Regulations is recommended. Architectural guidelines and delayed demolition permit requirements should be established and incorporated into the City codes."

J. Open Space Plan

1) Purpose

To comply with the funding requirements of the Atlantic County Municipal Open Space Partnership Program. To provide a document to assist in the management of the Open Space for the benefit of the residents of the City of Northfield.

2) Municipal Description

The City of Northfield is located in the eastern portion of Atlantic County consisting of 3.45 square miles in area. The City is bounded to the south by the City of Linwood, to the north by the City of Pleasantville, and to the east and west by the Township of Egg Harbor. The landscape is primarily flat, with rolling hills in some areas. The City of Northfield is part of a large coastal plain that makes up most of southern New Jersey.

3) Open Space Goals

The City of Northfield wishes to improve and expand recreational and Open Space areas throughout the entire municipality for the benefit of all its residents. Incorporation of Totlots and play areas in any major new residential development in the City should be considered by the Planning Board and Mayor and Council. Additionally, undevelopable vacant lands owned by the City of Northfield should be added to the City's Open Space records and restricted from development.

4) Inventory

The City of Northfield has an extensive amount of land devoted to parks, recreation and Open Space. This is due to City owned as well as private/commercial recreation facilities. Table VII.J. indicates the area dedicated to Open Space in the City of Northfield. As indicated in the Open Space table, a total of 591.75 acres are devoted to open space and recreation activities. This land area accounts for greater than one quarter of the total municipal land area.

TABLE VII.J.

PUBLIC AND PRIVATE/COMMERCIAL RECREATION AND OPEN SPACE
CITY OF NORTHFIELD

CITY OWNED FACILITY	AREA (ACRES)
BIRCH GROVE PARK	278.75
FIRST AVENUE PARK	0.80
BIKE PATH	10.17
FRANK STEWARD WILDLIFE PRESERVE	57.00
TOTAL	346.72

PRIVATE/COMMERCIAL FACILITIES	AREA (ACRES)
ATLANTIC CITY COUNTRY CLUB	237.80
TILTON DRIVING RANGE AND GOLF COURSE	7.00
BLAKE'S GYMNASTICS	4.40
TOTAL	249.20
TOTAL CITY OWNED AND PRIVATE FACILITIES	595.92

(a). Birch Grove Park

Birch Grove Park is part of the municipally owned Open Space in the City of Northfield. These lands were donated to the City to hold as open space in perpetuity. Originally used as Somers Brick Yard, the remains of the excavated clay pits have formed into lakes. Now filled with water lilies and water fowl, the open setting is an attractive park. In the vicinity of the lakes a picnic area has been created with nearby parking. Trails for walking and jogging have been provided along with several ball fields in close proximity to Burton Avenue. The remainder of the park over eighty percent, has been left in a natural wooded state.

Birch Grove Park also serves as a large detention/retention basin for surface water drainage in Northfield.

(b). First Avenue Park

A small 0.8 acre park on First Avenue has served as a 'kiddie' playground for the local residents. In 2005 it was upgraded with new equipment and the area is well shaded.

(c). Bike Path

The City of Northfield provides a bike path for its residents to enjoy active outdoor recreation. The bike path extends through the municipality and contains 10.17 acres.

(d). Frank Steward Wildlife Preserve

The city owned land along Glencove Avenue has been designated a Wildlife Preserve. The designation prohibits development and protects 57.0 acres of environmentally sensitive tidal marshlands. This land is not developable and should be incorporated in the City's permanent open space inventory.

(e). Vacant Marshland

The City of Northfield owns several acres between the Atlantic City Country Club and the Egg Harbor Township boundary.

(f). Atlantic City Country Club

Containing 237.8 acres, the Atlantic City Country Club is the largest privately owned portion of open space and recreation in the City of Northfield; second only to Birch Grove Park in total open space land area within the City of Northfield. As this privately owned facility includes the second largest open space area, it is imperative the City of Northfield is sensitive to future land use proposals for this property. New park, recreation and open space areas are becoming harder to find, but are still necessary for a viable community. Retention of the existing public and private recreation areas are a priority.

(f). Tilton Driving Range

Tilton Driving Range includes 7 acres of driving range and golf course areas for patrons to use. The Tilton Driving Range is located on Tilton Road.

5) Financial Basis

It is not the City of Northfield's intent to fund the existing and future recreational and open space programs solely through the use of County Open Space Funds, but rather to avail itself to all

available sources of funding. These would include low interest loans and grants, through the State's Green Acres Program, the Division of Housing & Resources Grants, and other private grants and loans available to the City.

Additionally, the City will continue to fund recreation projects through its municipal operating budget and capital budget. The City is fortunate to have a strong network of community and volunteer organizations to assist in the construction and maintenance of our facilities.

VIII. Master Plan Comparison

A. Neighboring Municipalities Master Plans

To identify the impact, if any, on the neighboring municipalities, the City of Northfield Master Plan has been reviewed for any possible conflicts with the adjoining communities. This review includes the examination of the Master Plan, Land Use Regulations, and development trends of each municipality.

1. Township of Egg Harbor, Atlantic County

In preparing the City of Northfield Master Plan (CNMP), the impact on the Township of Egg Harbor has been considered. The Township of Egg Harbor Master Plan (TEHMP) has been reviewed to identify any possible conflicts with the goals of the CNMP.

As part of the CNMP, it is recommended the eastern border of the municipality with Egg Harbor Township containing environmentally sensitive lands be considered for conservation. The westerly border of the City is compatible with the uses and zoning requirements of the Township of Egg Harbor. Along this boundary, in the area of Patcong creek and Maple Run, the Egg Harbor Township Zoning Map includes a residential zone. The residential zone in Egg Harbor Township is compatible with the uses and densities of the R-1A zone of Northfield. Areas in Egg Harbor Township between the Garden State Parkway and Birch Grove Park are zoned for manufacturing. Birch Grove Park serves as an ideal buffer to the more intense commercial and industrial uses in the neighboring municipality. The area of Tilton Road is a residential and commercial zone. This is compatible with Northfield's zoning for Regional Commercial Development. Lastly, along the northeast portion of the boundary line with Egg Harbor Township, is the Residential – 4 at a density of three to four units per acre. This area faces Dolphin Avenue and abuts the rear of the Regional Commercial zone in Northfield along Tilton Road. Buffer requirements for commercial uses in Northfield would reduce the impact on the adjacent residential development.

2. City of Pleasantville, Atlantic County

The City of Pleasantville Master Plan (CPMP) has been reviewed to identify any possible conflicts with the goals of the CNMP. The boundary line between the City of Northfield and the City of Pleasantville is zoned primarily Residential – 10 which permits three to four units per acre. The two exceptions to the zoning are a Medium Commercial zone along New Road and a Mid-High rise zone which is one thousand feet southeast of Shore Road and extends to Lakes Bay. The majority of the zoning in the City of Pleasantville is compatible with Northfield with the exception of the Mid-High rise zone. However, since much of this cannot be developed due to environmental constraints and State regulations and is adjacent to the County owned lands in Northfield, there should be no adverse impact on the City of Northfield.

3. City of Linwood, Atlantic County

The City of Linwood Master Plan has been also been reviewed to identify any possible conflicts with the goals of the CNMP. The zoning districts in Linwood are similar to those in Northfield. The R-1, R-2, and R-3 zones in Northfield are compatible to the Dwelling A, Dwelling B and Dwelling C zones in Linwood. The one difference is a small area in Linwood zoned for recreation and open space southeast of Shore Road.

B. County Master Plans

1. Atlantic County

The City of Northfield Master Plan has been prepared to incorporate the goals of the Atlantic County Master Plan (ACMP) dated October 2000. The ACMP identifies 11 planning goals for Atlantic County. The CNMP has been prepared to address the planning goals in the ACMP.

C. Coastal Zone management Plan

In 1973 the New Jersey State Legislature enacted the Coastal Area Facility Review Act (CAFRA) (N.J.S.A. 13:19-1), which provides review of coastal development in New Jersey. This act is administered by the Land Use Regulations Program of the New Jersey Department of Environmental Protection. The Coastal Permit Program Regulations (N.J.S.A. 7:7-1.1) summarizes activities for which a permit is required. Under Section 7:7-2.1, b-1, a CAFRA facility is defined as including, but not limited to:

- The construction of 25 or more hotel or motel rooms.

- The impervious or pervious paving of an area of more than two acres for motor vehicle parking and related access thereto.

- The construction of 25 or more dwelling units or contiguous parcels of property which were under common ownership on or after September 19, 1973 (the effective date of CAFRA), regardless of present ownership.

Previously included in the review process are residential developments consisting of 25 or more units and non-residential developments with 300 or more parking spaces, or two acres of impervious or pervious surface, excluding driveways and access roads.

The CAFRA statue was amended in July 1993 lowering the jurisdiction thresholds. Effective in July 1, 1994, structures within 150 feet of the high water line, beach or dune will require a CAFRA permit. As indicated in the previous Master Plan Re-Examination, the major change that affecting the City of Northfield was that commercial development having fifty (50) parking spaces or more required a CAFRA permit.

The entire City of Northfield is within the Coastal Zone and therefore subject to the jurisdiction of the CAFRA statute. The CNMP is generally consistent with the land use policies imposed by the NJDEP under the Rules for Coastal Zone Management (N.J.A.C. 7:7E-1.1 et seq).

D. State Development and Redevelopment Plan

The New Jersey State Development and Redevelopment Plan designates the City of Northfield as a PA1 – Metropolitan Planning Area. The PA1 designation is the most dense Planning area of the State Plan. The State Planning Commission has identified the intention of the PA -1 to address the following six goals. To provide for much of the state's future redevelopment; To revitalize cities and towns; To promote growth in compact forms; To stabilize older suburbs; To redesign areas of sprawl; and To protect the character of existing stable communities. The City of Northfield Master Plan conforms has been prepared to address the goals outlined in the State Development and Redevelopment Plan.

E. COAH

The Council On Affordable Housing (COAH) was created by the Fair Share Housing Act of 1985 as the State Legislature's response to a series of Supreme Court cases known as the Mount Laurel decisions. The Supreme Court established a constitutional obligation for each of the 566 municipalities in the state to establish a realistic opportunity for the provision of fair share low and moderate income housing obligations, generally through land use and zoning powers. The legislature provided an administrative alternative to this constitutional obligation via the Fair Housing Act.

The 566 municipalities of the State enter the COAH process voluntarily. Municipalities choosing to obtain substantive certification of their fair share plans receive an administrative shield from developer's lawsuits. Often such lawsuits result in the imposition of "builder's remedies" (four market units for each low and moderate income unit). The City of Northfield is currently not COAH certified. It is recommended that the City pursue this certification.

F. State Highway Access Management Plan

The City of Northfield contains approximately 2 miles of state regulated highways. United States Route 9 (US Route 9 – AKA New Road) is the only state regulated highway within the boundary of Northfield. The New Jersey Highway Management Plan regarding access and levels of service will govern properties having frontage on US Route 9. All development located along this highway will require an application to the New Jersey Department of Transportation.

G. Atlantic County Transportation Authority Master Plan

The Atlantic County Master Plan (ACMP) has been reviewed to identify the transportation goals in Atlantic County. The circulation and traffic systems in the City of Northfield are in conformance with the goals of the ACMP. These transportation goals have been included in the City of Northfield Master Plan.

IX. Census Data & Real Property Listing

2012 Master Plan Re-examination

DORAN
ENGINEERING, PA
ENGINEERS • PLANNERS • SURVEYORS

840 NORTH MAIN STREET • PLEASANTVILLE, NJ 08232
(609) 646-3111 FAX (609) 641-0592

PATRICK J. DORAN, P.E., P.P. (1927-1993)
MATTHEW F. DORAN, P.E., P.P., P.L.S., C.M.E., C.P.W.M.
PATRICK J. DORAN, JR., B.S. ACCOUNTING

EDWARD P. STINSON, P.E., C.M.E.
DEBORAH L. WAHL, P.E., P.P.
MATTHEW F. DORAN, JR., E.I.T.

MEMBER
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS
AMERICAN SOCIETY OF CIVIL ENGINEERS
N.J. SOCIETY OF MUNICIPAL ENGINEERS
CERTIFIED MUNICIPAL ENGINEERS
N.J. SOCIETY OF PROFESSIONAL LAND SURVEYORS

Re: Periodic Reexamination of Municipal Plans and Regulations
N.J. AC. 40:50 D-89

Date: March 15, 2012

Following is the reexamination report for the City of Northfield as developed by the Planning/Zoning Board and its Committee.

The Board has been receiving numerous applications for Use "D" Variances for two areas along Shore Road, mostly dealing with two pockets of non-conforming structures and uses in these areas.

The first area is a small pocket of commercial type uses near City Hall, the second area is the near Linwood, commonly known as the "House and Gardens" site.

In order to address this concern, the Board broadened objective O in the Master Plan, to include the existence of the two pockets of non-conforming uses and structures. The new objective now states a new zone should be considered that accepts their uses as existing and to provide guidance for any Change Of Use at these sites.

The Board has subsequently prepared an Land Use Ordinance change that recommends a New Blended Use Zone for these two areas. The ordinance sets out the allowed and conditional uses, together with the bulk requirements for this zone.

With these recommendations, the Board has changed its assumption that these areas can be reconstructed as single-family areas, and has provided guidance for the acceptance of these commercial uses along Shore Road.

The Board has also recommended that other areas to be rezoned from Residential to Office Professional and Professional Business. The first area is located along Shore Road south of Tilton Road. This particular site, being a large church property, is presently zoned Residential. It is recommended to allow office uses along Shore Road in order to be consistent with adjoining properties.

The recommendation for this area is to be rezoned O-PB.

The second area that the Board has recommended to be changed is Northfield Avenue, between Tilton Road and New Road. At present, the North side is zoned Commercial, and the South side is Residential. Northfield Avenue is a through street and used as a back entrance to many businesses on Tilton Road.

It is the intent to rezone this section to O-P, which is a Transition Zone.

The third and final recommended zone change is, a section of Mill Road, north side, from Tilton Road heading east. At present, a majority of the uses along this section are offices. This will legalize various uses presently in existence. Mill Road is also a major roadway connecting the shore communities with the mainland. Traffic in this area was considered to be appropriate for business uses rather than residential uses.

Along with the various zoning change recommendations, the Board has requested Land Use Ordinance changes. These changes were discussed and recommended due to inconsistencies, clarifications, or updates to meet today's standard of Land Use.

Following is a summary of changes recommended.

1. Variance Definitions, such as signs, Portable Home Storage Units (PODS), Electric Message Board, Small Wind Energy System, Solar Energy System, Solar Panel, Wind Energy System, Wind Turbine, have been added.

   This definition has been added in order to keep the ordinances up to date.

2. Section 5.7 of the ordinance has been updated to address the Storage and Parking of boats and recreational vehicles.

3. Section 5.8 of the ordinance has been updated to address the Parking of Commercial Vehicles.

4. Section 5.15 of the ordinance regarding Historic Structure Regulations, has be updated.

5. Section 5.28 of the ordinance has been updated regarding the need for Wetlands Letter of Interpretation, on certain projects.

6. Section 5.29 of the ordinance has been updated regarding the Parking of Non-Motorized or Storage Trailers.

7. Section 5.32 of the ordinance has been updated regarding the Allowance of Deck/Porches to encroach into a setback.

8. Section 5.33 of the ordinance has been supplemented to address the procedure for the Use of "PODS".

9. Section 5.34 of the ordinance has been clarified as to the required setback for lots, which are boarded by an alley.

10. Section 5.34 of the ordinance has been supplemented to address the use and Installation of Alternate Energy Sources.

11. Section 6.10 of the ordinance has been updated to reflect approval time to be consistent with State law.

12. Section 8.22 of the ordinance has bee revised requiring glare shields for Commercial and Residential Lighting.

13. Section 8.34 (C) of the ordinance was revised to clarify how a lighted border, in a window, is to be measured as it relates to signage.

14. Section 8.3 (J) has been added to set the criteria for newly allowed Free Standing Signs in the O-PB Zone.

15. Section 8.34 (L) has been amended to require that the property address be required to be displayed on all Free Standing Signs.

16. Section 8.34 (L) has been amended to add new Subsection 4, which sets out the criteria for Electric Message Boards.

17. Section 8.38 has been amended to add new Subsection 4, which sets the criteria for Drainage Design not covered by State Law.

18. Section 8.39 has bee amended to add a new section clarifying "Street Design and Construction Standards".

19. Section 8.42 has been amended to require all street and traffic signs be consistent with the "Residential Site Improvement Standards".

20. Section 9.11 of the ordinance has bee amended to address "Conditional Use Standards" for restaurants proposed in shopping centers.

21. Article 9 "Conditional Uses" was supplemented to add a new Section 9.12, which addresses Senior Citizen Housing.

22. Article 10, Section 10.6 entitled "Country Club C-C District" was amended to increase the minimum lot area for single-family dwellings to 1 acre.

Minor changes to other allowed uses have also been recommended.

23. Section 10.7 entitled "Neighborhood Businesses" SIC code numbers have been removed and allowed uses were broadened by description.

24. Article 10, Section 10.7.01, the "Residential Business R-B District" was added, together with the required Bulk Requirements.

25. Section 10.8 entitled "Commercial Business C-B District" SIC code numbers have been removed and allowed uses were broadened by description.

26. Section 10.9 entitled "Regional Commercial R-C District" SIC code numbers have been removed and allowed uses were broadened by description.

27. Section 10.10 entitled "Office Professional O-P District" SIC code numbers have been removed and allowed uses were broadened by description.

28. Section 10.11 entitled "Office Professional Business O-PB District" SIC code numbers have been removed and allowed uses were broadened by description.

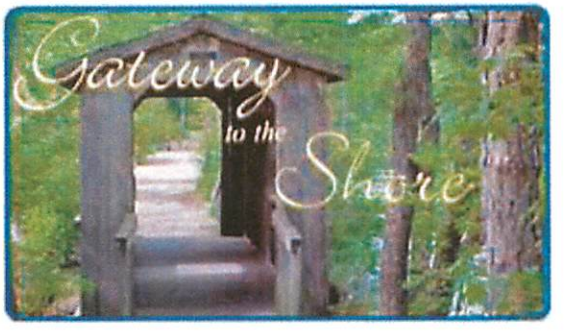
29. The schedule of District Bulk Requirements has been revised to add the R-B Zone, and minor changes or clarifications to various setbacks etc. are recommended.

30. The Zoning Map has been amended to reflect the new R-B Zones and the O-P and O-PB Zone recommendations.

These above recommendations have been prepared by the Planning Board in order to provide clarification of certain issues, recommendations of zone additions or changes in order to better mirror actual conditions in the City.

2015 Master Plan Revisions
Housing Element and Fair Share Plan

2015 Master Plan Revisions
Housing Element and Fair Share Plan
City of Northfield
Atlantic County, New Jersey



Adopted after a public hearing by Resolution PB2-2015 of the
Northfield City Planning Board on January 22, 2015

Endorsed by the Governing Body on January 28, 2015

PREPARED BY:

Tiffany A. Cuviello, PP, LLC
Community Development and Planning

7 Equestrian Drive • Galloway, NJ 08205
Phone (609) 652-0271 or (856) 912-4415
tcuviello@verizon.net

2015 Master Plan Revisions
Housing Element and Fair Share Plan
For the
City of Northfield
Atlantic County, New Jersey

MAYOR

Erland Chau

COUNCIL MEMBERS

Jim Travagline, Council President
Jim O'Neill, Council President Pro Tempore
Greg Dewees
Jeffrey Lischin
Cliff Murray
Frank Perri, Jr.
Nick Piergiovanni

Mary Canesi, Registered Municipal Clerk

PLANNING BOARD

Dr. Richard Levitt, Chairman
Clem Scharff, Vice Chairman
Erland Chau, Mayor
Frank Perri, Jr., Councilman
Sgt. Paul Newman
Linda Dyrek
Jim Leeds
Lou Milone
Ronald Roegiers
James Shippen
Henry Notaro, Alt. #1
Denise Kintish, Alt. #2
Derek Rowe, Alt. #3
Timothy Anderson, Alt. #4

Norman J. Zlotnick, Solicitor
Matt Doran Professional Engineer
Robin Atlas, Secretary

Prepared By:

Tiffany A. Cuviello, AICP, PP#5533

The original of this document was signed and sealed in accordance with NJAC 13:41-1.3.b

TABLE OF CONTENTS

EXECUTIVE SUMMARY ____ *4*

INTRODUCTION ____ *6*

Affordability Requirements ____ 8

DEMOGRAPHIC ANALYSIS ____ *10*

Housing: ____ 14

Employment and Labor: ____ 20

Income: ____ 22

FAIR SHARE PLAN ____ *25*

Consideration of Lands Appropriate for Affordable Housing ____ 25

Availability of Existing and Proposed Infrastructure ____ 25

Affordable Housing Obligation ____ 26

Affordable Housing Plan ____ 27

REHABILITATION OBLIGATION: ____ 27

PRIOR ROUND OBLIGATION: ____ 27

Prior Cycle Credits (1980-1986) ____ 28

Existing Affordable Units (Post 1986) ____ 29

Proposed Municipally Sponsored 100% Affordable Housing Development ____ 30

Proposed Zoning for Inclusionary Development ____ 32

Miscellaneous Provisions ____ 36

Bonus Provisions ____ 36

Affordable Housing Trust Fund ____ 36

Cost Generation ____ 37

Monitoring ____ 37

Fair Share Ordinance And Affirmative Marketing ____ 37

CONCLUSION ____ *38*

APPENDIX 1 – INFRASTRUCTURE ____ 40

APPENDIX 2 – REHABILITATION DOCUMENTATION ____ 41

APPENDIX 3 – MAPPING OF AFFORDABLE SITES ____ 42

APPENDIX 4A – Caring House 30 ____ 43

SUPPORTIVE HOUSING DOCUMENTATION ____ 43

APPENDIX 4B – Caring House 45 ____ 44

SUPPORTIVE HOUSING DOCUMENTATION ____ 44

APPENDIX 4C – Butterfly Properties ____ 45

SUPPORTIVE HOUSING DOCUMENTATION ____ 45

APPENDIX 4D – Career Opportunity Development, Inc. ____ 46

SUPPORTIVE HOUSING DOCUMENTATION ____ 46

APPENDIX 5 - LAND USE ORDINANCES ____ 47

APPENDIX 6 – AFFORDABLE HOUSING TRUST FUND ORDINANCE ____ 48

APPENDIX 7 – AFFIRMATIVE MARKETING ORDINANCE ____ 49

EXECUTIVE SUMMARY

This Housing Element and Fair Share Plan has been prepared for the City of Northfield, Atlantic County, in accordance with the N.J. Fair Housing Act (hereinafter the "FHA") at N.J.S.A. 52:27D-301et. seq. Because the Supreme Court invalidated the most recent version of the regulations adopted by the New Jersey Council on Affordable Housing ("COAH") on September 26, 2013 in In re Adoption of N.J.A.C. 5:96 & 5:97 by NJ Council on Affordable Housing, 215 N.J. 578 (2013), this Affordable Housing Plan comports with COAH's rules at N.J.A.C. 5:91 et seq. and N.J.A.C. 5:93 et seq.

On October 20, 2014, COAH reached a voting deadlock and therefore violated the Supreme Court's March 14, 2014 Order by failing to adopt new Round 3 regulations on or before October 22, 2014. On October 31, 2014, Fair Share Housing Center ("FSHC") filed a motion to enforce litigants' rights arguing that, because COAH cannot or will not do its job, the Court should (1) expose the 314 municipalities under COAH's jurisdiction to exclusionary zoning lawsuits on a case-by-case basis; and (2) direct the trial courts to take over all the functions of COAH. Oral argument on this motion took place on January 6, 2015. A decision has not been made as of the writing of this plan.

Pursuant to an Order entered by Honorable C. Johnson on January 5, 2015, this Affordable Housing Plan addresses the City's indigenous need rehabilitation obligation of fourteen (14) units, and its Prior Cycle prospective need obligation of one hundred and ninety (190) units. Due to the uncertainty surrounding COAH's regulations and the potential for significant changes to the Mount Laurel doctrine in the next several months, the City reserves the right to amend this Plan as the need arises.

Two other aspects of Judge Johnson's Order are notable.

First, it acknowledges that the City was required to introduce an Ordinance to rezone the property located at Block 17, Lots 4 and 7-12 on the City's Tax Map currently owned by Max Gurwicz and Sons, Inc. and commonly referred to as the "MGS Site." On December 16, 2014, the City complied with this obligation by adopting this Rezoning Ordinance which permits MGS to develop the MGS Site with an inclusionary development with a maximum of 265 non-age restricted apartment units with a mandatory 15 percent affordable housing set aside resulting in 40 affordable housing credits for the City. Because the City intends to seek "rental bonus" credits pursuant to N.J.A.C. 5:93-5.15(d)(1), the MGS development will eventually result in up to 80 affordable housing credits to be applied to the City's Mount Laurel obligations. On December 16, 2014, the City also authorized the execution of a formal

Developer's Agreement further delineating the rights and responsibilities of MGS, the City, and the Northfield Planning Board, and on January 8, 2015, the Planning Board similarly authorized execution of the Agreement. By rezoning the MGS site and entering into the Developer's Agreement, the City effectively avoided the costs and burdens associated with the filing of a "builder's remedy lawsuit" by MGS.

Second, the Order notes that the City and Planning Board shall remain "immune" from all exclusionary zoning and builder's remedy lawsuits until January 29, 2015, subject to reasonable extensions, as long as the City files with the Court a duly-adopted and endorsed Housing Element and Fair Share Plan. This action is consistent with Resolution 94-2014 (the "catalyst resolution") by the City Council adopted on May 15, 2014 wherein the City of Northfield formally committed to comply voluntarily with its Mount Laurel obligations and sought to do so free from the costs and burdens of Mount Laurel lawsuits. It is also consistent with the formal declaratory action filed by the City on May 16, 2014 and styled as In the Matter of the Application of the City of Northfield, County of Atlantic, Docket No.: ATL-L-2050-14. By taking these actions, Northfield took the first steps to comply with the overarching principal of the Mount Laurel doctrine which encourages New Jersey municipalities to provide their "fair share" of affordable housing voluntarily and without the need for exclusionary zoning lawsuits. Adoption by the Planning Board, endorsement by the City Council, and subsequent filing of the Plan with the Court on or before January 29, 2015 will advance this principal and accordingly will permit the City and Planning Board to secure approval of the Plan while retaining immunity from suit.

Finally, the City has addressed its 14-unit indigenous need obligation through the Atlantic County Improvement Authority (ACIA) "Owner Occupied Housing Rehabilitation Program". Since January of 2000, the ACIA has rehabilitated 17 units within the City. This exceeds the City's rehabilitation obligation by 3 units. Despite this uncertainty and significant constraints in the amount of vacant, suitable land in Northfield, the City is addressing its 190-unit prior round obligation through existing supportive and special needs housing, a proposed inclusionary zoning project on the MGS site, a "credits without controls" program, a proposed 100% affordable housing development, and proposed overlay inclusionary zoning. Any affordable units which may result from this Fair Share Plan in excess of the City's 190-unit prior cycle obligation will be applied to its unspecified third cycle obligation.

INTRODUCTION

Every municipality in New Jersey has a constitutional obligation to provide a "realistic opportunity" to create its "fair share" of affordable housing. This obligation was established as a result of the Mount Laurel decisions decided by the Supreme Court of New Jersey and the adoption of the Fair Housing Act of 1985. In accordance with the Municipal Land Use Law, a municipality may not adopt a zoning ordinance unless it has adopted a Housing Element. (N.J.S.A. 40:55D-1 et. seq.). A Fair Share Plan addressing how the municipality will provide for affordable housing is an essential component of the Housing Element. Pursuant to N.J.S.A. 52:27D-310 the Housing Element is required to include the following:

- 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.

COAH's regulation at N.J.A.C. 5:93-5.1 requires the City's Housing Element to "include the municipality's strategy for addressing its present and prospective housing needs," and the following information and documentation must be submitted with the Housing Element and Fair Share Plan:

- The minimum requirements of the Fair Housing Act, *N.J.S.A.* 52:27D-310 (listed above);
- 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 six years subsequent to the adoption of the housing element, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;

- An analysis of the municipality's demographic characteristics, including, but not 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 for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing;

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

- A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot and block;

- The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites;

- Copies of necessary applications for amendments to, or consistency determinations regarding, applicable area wide water quality management plans (including wastewater management plans).

- A copy of the most recently adopted municipal master plan and where required, the immediately preceding, adopted master plan;

- For each designated site, a copy of the New Jersey Freshwater Wetlands maps where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;

- A copy of appropriate United States Geological Survey Topographic Quadrangles for designated sites; and

- Any other documentation pertaining to the review of the municipal housing element as may be required by the Council.

Pursuant to N.J.A.C. 5:93-5.15(c), if a municipality intends to collect development fees, it shall prepare a plan to spend development fees that includes the following:

- A projection of revenues anticipated from imposing fees on development, based on historic development activity;
- A description of the administrative mechanism that the municipality will use to collect and distribute revenues;
- A description of the anticipated use of all development fees;
- A schedule for the creation or rehabilitation of housing units;
- If the municipality envisions being responsible for public sector or non-profit construction of housing, a pro-forma statement of the anticipated costs and revenues associated with the development; and
- The manner through which the municipality will address any expected or unexpected shortfall if the anticipated.

Affordability Requirements

Affordable housing is defined under N.J.'s Fair Housing Act as a dwelling, either for sale or rent that is within the financial means of households of low or moderate income as income is measured within each housing region. The City of Northfield is in COAH's Region 6, which includes Atlantic, Cape May, Cumberland and Salem counties. Moderate–income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. As required by the amended FHA (Roberts bill), 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 ("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 that the rents and sale prices for affordable units are derived. These figures are updated annually and are available from COAH.

DEMOGRAPHIC ANALYSIS

The City of Northfield is bordered to the west and portions of the north by Egg Harbor Township; to the west by the City of Pleasantville to the southeast by the marshlands of Egg Harbor Township. The City's southern border consists of the City of Linwood. The City is approximately 3.4 square miles (excluding waterways) and its primary land use is single-family residential.

In preparing the Demographic overview, comparisons were made with nearby municipalities, the County and the State. The City of Linwood and the City of Somers Point were chosen due to the comparable size and similar location in the County.

Table 1

Density Indicators for City of Northfield and Adjacent Municipalities

	Square Miles (excl. Water)	Densities(persons or units/sq. mi.)			
		Population		Housing	
		2000	2010	2000	2010
Northfield	3.4	2,254.9	2,533.7	852.9	957.8
Linwood	3.87	1,873.5	1,834.9	718.6	723.9
Somers Point	4.03	2,883.1	2,678.8	1,341.0	1,378.7
Atlantic County	555.7	450.1	494.1	203.3	227.9
New Jersey	7,417.34	1,134.4	1,195.5	446.3	483.2

Source: Calculated by U.S. Census Bureau

Population:

The following tables portray the population and housing change in the City and the neighboring municipalities, Atlantic County, and the State. Between 1990 and 2010, the City's population increased by 18%. Surrounding municipalities experienced a lower/negative rate of growth from 1990 through 2010. Atlantic County's population increased by 22.4%, slightly higher than the State's population growth for the same time period.

Table 2
Population Trends

	City of Northfield	City of Linwood	City of Somers Point	Atlantic County	New Jersey
1990	7,305	6,866	11,216	224,327	7,730,188
2000	7,725	7,172	11,614	252,552	8,414,350
2010	8,624	7,092	10,795	274,549	8,791,894
1990 to 2010	18.1%	3.3%	-3.8%	22.4%	13.7%
1990 to 2000	5.7%	4.5%	3.5%	12.6%	8.9%
2000 to 2010	11.6%	-1.1%	-7.1%	8.7%	4.5%

Source: US Census Data

The largest growth over the past ten years took place in the 20-24 and 45-54 population cohorts. However, the largest segment of the population is in the 45-54 age-cohort. This is reflective in the increasing median age for the City, now at 43.1 years. A review of the population in 2000 shows the decrease of the 35-44 age-cohort. Looking at the Population Change chart it is clear that the 25-34 age-cohort has aged in place as the higher cohorts over the next 20-years increase similarly.

The City's population is 52.3% female, consistent with the County and State. The ethnicity of the City includes a higher percentage of Caucasians and less of other ethnic groups than the County and the State. The City also has a higher median age than the County and the State, at 43.1 years. (See Table 4)

Table 3 1990 - 2010 Population Profiles or Cohorts - City of Northfield									
Age	Population								
	1990		2000		2010		Population Change		
							1990 to 2000	2000 to 2010	1990 to 2010
< 5	494	6.8%	417	5.4%	417	4.8%	-15.6%	0.0%	-15.6%
5-9	416	5.7%	599	7.8%	585	6.8%	44.0%	-2.3%	40.6%
10-14	355	4.9%	612	7.9%	652	7.6%	72.4%	6.5%	0.0%
15-19	436	6.0%	463	6.0%	663	7.7%	6.2%	43.2%	52.1%
20-24	393	5.4%	219	2.8%	390	4.5%	-44.3%	78.1%	-0.8%
25-34	1,221	16.7%	804	10.4%	712	8.3%	-34.2%	-11.4%	-41.7%
35-44	1,083	14.8%	1,483	19.2%	1,124	13.0%	36.9%	-24.2%	3.8%
45-54	848	11.6%	1,030	13.3%	1,671	19.4%	21.5%	62.2%	97.1%
55-59	400	5.5%	383	5.0%	552	6.4%	-4.3%	44.1%	38.0%
60-64	427	5.8%	342	4.4%	473	5.5%	-19.9%	38.3%	10.8%
65-74	714	9.8%	684	8.9%	663	7.7%	-4.2%	-3.1%	-7.1%
75-84	377	5.2%	507	6.6%	474	5.5%	34.5%	-6.5%	25.7%
85+	141	1.9%	182	2.4%	248	2.9%	29.1%	36.3%	75.9%
18+	5,777	79.1%	5,755	74.5%	6,533	75.8%	-0.4%	13.5%	13.1%
62+	1,505	20.6%	1,570	20.3%	1,678	19.5%	4.3%	6.9%	11.5%
65+	1,232	16.9%	1,373	17.8%	1,385	16.1%	11.4%	0.9%	12.4%
Median Age	37.8	n/a	40.4	n/a	43.1	n/a	6.9%	6.7%	14.0%
Source: US Census Data									

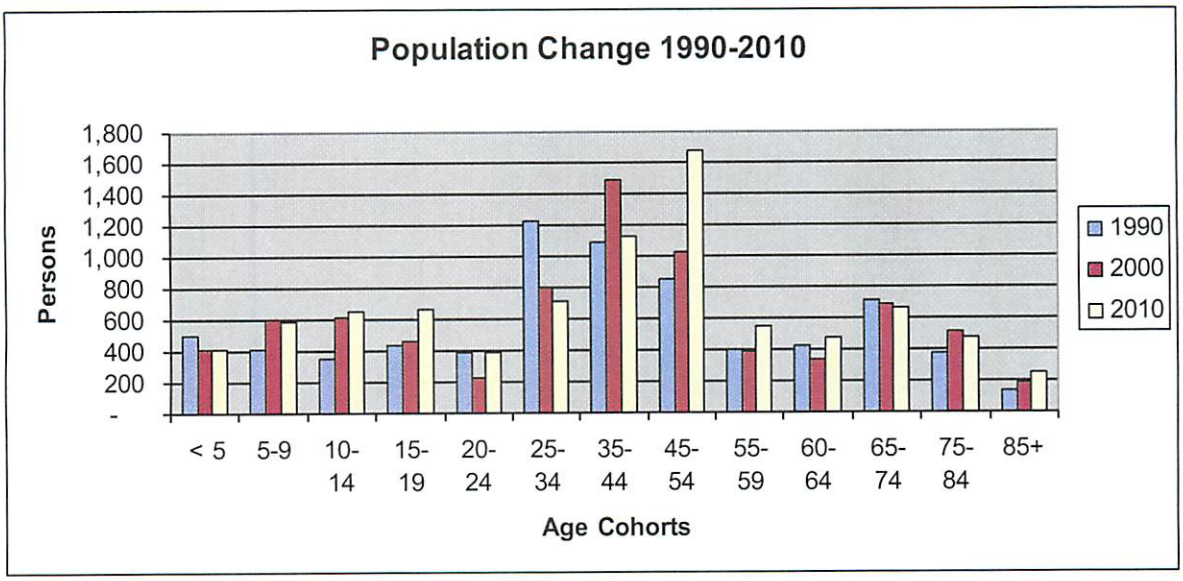


Table 4 2010 Population by Categories						
	City of Northfield		Atlantic County		New Jersey	
	Persons	%	Persons	%	Persons	%
Total	8,624	100%	274,549	100%	8,791,894	100%
Sex						
F	4,510	52.3%	141,374	51.5%	4,512,294	51.5%
M	4,114	47.7%	133,175	48.5%	4,279,600	48.5%
Race						
White	7,515	87.1%	179,655	65.4%	6,029,248	72.6%
Black or African American	279	3.2%	44,138	16.1%	1,204,826	13.6%
Asian	388	4.5%	20,595	7.5%	725,726	5.7%
American Indian and Alaska Native	16	0.2%	1,050	0.4%	29,026	5.6%
Native Hawaiian and Other Pacific Islander	1	0.0%	92	0.0%	3,043	5.6%
Other	249	2.9%	20,218	7.4%	559,722	2.5%
Two or More Races	176	2.0%	8,890	3.2%	240,303	2.5%
Hispanic or Latino	690	8.0%	46,241	16.8%	1,555,144	13.3%
Age						
25-64	4,532	52.6%	146,270	53.3%	4,773,459	53.9%
65+	1,385	16.1%	38,902	14.2%	1,185,993	13.2%
Median Age	43.1	n/a	39.9	n/a	39	n/a
Persons Per Household	2.68	n/a	2.61	n/a	2.68	n/a
Source: US Census Data						

Housing:

The primary unit in the City is single-family detached at 92%. The City does have 3% of its structures with more than 20 units, accounting for the Four Seasons adult housing development on Dolphin Avenue. There are limited other structures with more than one unit reflecting the few scattered converted residential dwellings with multiple units. There are at total of 2,844 owner occupied units and 308 rental units in the City. The average household size is 2.68 persons per unit.

The total housing units in the City as of the 2010 Census was 3,260, an 11.6% increase from 2000. From 2000 through 2013 a total of 7 new residential certificates of occupancies were issued in the City. This is reflective of the economic downturn the region has been experiencing.

Table 5
Housing Trends

	Housing Units				
	City of Northfield	City of Linwood	City of Somers Point	Atlantic County	New Jersey
1990	2,826	2,491	5,449	106,877	3,075,310
2000	2,922	2,751	5,402	114,090	3,310,275
2010	3,260	2,798	5,556	126,647	3,553,562
1990 to 2010	15.4%	12.3%	2.0%	18.5%	15.6%
1990 to 2000	3.4%	10.4%	-0.9%	6.7%	7.6%
2000 to 2010	11.6%	1.7%	2.9%	11.0%	7.3%

Source: US Census Data

Table 6

City of Northfield Housing Units by Tenant and Occupancy Status, 2010

Year Round Housing Units			Owner-occupied		Rental	
Occupied	Vacant	Total	No.	%	No.	%
3,152	108	3,260	2,844	90.2%	308	9.8%

Source: U.S. Census Bureau, 2010 Census

Of the total occupied housing units in the City, 73% are family households and 27% are non-family households. Of the total 2,301 family households, over 75% consist of married couples. The average number of persons per household is 2.68.

Table 7
Summary of Household Characteristics - City of Northfield 2010

	No. of Persons	% of Total
Family Households	2,301	73.00%
Non-Family Households	851	27.00%
Non-Family Households		
Male	254	29.85%
Female	443	52.06%
Family Households		
Married Couple	1,741	75.66%
Single Male	147	6.39%
Single Female	413	17.95%
Total Households	3,152	100%
Persons Per Household	2.68	N/A

Source: U.S. Census Bureau, 2010 Census

The bulk of the City's housing stock was built during in the 1950's and 1960's. A review of the 2009-2013 American Community Survey 5-Year Estimates indicated that the City's housing stock is well maintained. Less than one half-percent (0.5%) of all occupied units were lacking complete plumbing and/or kitchen facilities. Units that were reported with overcrowded conditions (1.01 persons or more per room) consisted of 0.9% of the total occupied housing stock.

Table 8		
Housing Units by Number of Units in Structure, City of Northfield		
Number of Units	**Units**	**Percent of Total**
1-unit, Detached	3,070	92.16%
1-unit, Attached	41	1.23%
2 units	31	0.93%
3 or 4 units	32	0.96%
5 to 9 units	16	0.48%
10 to 19 units	36	1.08%
20 or more units	105	3.15%
Mobile Home	-	0.00%
Other	-	0.00%
Total	**3,331**	
Source: American Community Survey 5 Year Estimates 2009-2013		

Table 9		
Housing Units by Age		
Year Built	**Units**	**Percent of Total**
2010 or later	-	0.00%
2000 to 2009	368	11.05%
1990 to 1999	223	6.69%
1980 to 1989	211	6.33%
1970 to 1979	223	6.69%
1960 to 1969	966	29.00%
1950 to 1959	767	23.03%
1940 to 1949	100	3.00%
1939 or earlier	473	14.20%
Total	**3,331**	
Source: American Community Survey 5 Year Estimates 2009-2013		

Table 10 presents a breakdown of the City's housing stock by number of rooms. The City has a greater percentage of six-plus room units, with the median number of rooms in the City at 6.9 per unit. Over 50% of the City's housing stock consists of 3-bedroom homes.

Table 10
Occupied Housing Units by Number of Rooms

Rooms	Housing Units	Percent of Total Housing Units
1	-	0.0%
2	29	0.9%
3	42	1.3%
4	242	7.3%
5	433	13.0%
6	675	20.3%
7	551	16.5%
8	731	21.9%
9+	628	18.9%
Total	**3,331**	**100.0%**
Median Rooms	6.9	

Source: American Community Survey 5 Year Estimates 2009-2013

Table 11
Occupied Housing Units by Number of Bedrooms

Bedrooms	Housing Units	Percent of Total Housing Units
No Bedrooms	6	0.2%
1-Bedroom	152	4.6%
2-Bedrooms	587	17.6%
3- Bedrooms	1,715	51.5%
4-Bedrooms	672	20.2%
5 + Bedrooms	199	6.0%
Total	**3,331**	100.0%

Source: American Community Survey 5 Year Estimates 2009-2013

The City has a median gross rent of $1,329, higher than Atlantic County. The City's median housing value of $244,600 is consistent with the County. Fifty-percent (50%) of the housing stock is valued between $200,000 and $299,999.

Table 12
Housing Value, Occupied Units

Value	Housing Units	Percent of Total Housing Units
Less than $50,000	60	2.1%
$50,000 to $99,999	23	0.8%
$100,000 to $149,999	113	4.0%
$150,000 to $199,999	504	17.6%
$200,000 to $299,999	1,441	50.4%
$300,000 to $499,999	564	19.7%
$500,000 to $999,999	117	4.1%
$1,000,000 or more	38	1.3%
Total	**2,860**	100.0%
Median Housing Value	$ 244,600	

Source: American Community Survey 5 Year Estimates 2009-2013

Table 13
Selected Housing or Housing Related Characteristics (Occupied Units)

	Median Value Housing (owner-occupied)	Median Gross Rent	Median Household Income	Value Income Ratio	Rental Vacancy Rate
City of Northfield	$244,600	$1,329	$66,108	3.70	11.6%
Atlantic County	$237,400	$1,038	$54,235	4.38	9.2%

Source: American Community Survey 5 Year Estimates 2009-2013

Employment and Labor:

According to the 2010 Census, 68% of the City's labor force is employed, with less than one half a percent in the armed forces. Thirty-two (32%) of the population age 16 and over are unemployed, or not considered part of the labor force. The majority of the employers in the City are in the Educational Services, and Health Care and Social Assistance field or the Arts, Entertainment, and Recreation, and Accommodation and Food Services fields. Those whom are employed primarily have management, business science or arts as an occupation. According to the October 2014 report by the Casino Control Commission – License Division, an estimated 630 casino employees reside in the City of Northfield.

Table 14
NORTHFIELD EMPLOYMENT STATUS

	Total	Percent of Population 16 Years and Over
Population 16 years and Over	6,744	100%
In Labor Force	4,584	67.97%
Civilian Labor Force	4,559	67.60%
Employed	4147	61.49%
Unemployed	412	6.11%
Armed Forces	25	0.37%
Not In Labor Force	2,160	32.03%

Source: American Community Survey 5 Year Estimates 2009-2013

In Atlantic County, the South Jersey Transportation Planning Organization is responsible for preparing employment and population projections. The SJTPO estimates a 6.5% growth rate in employment between 2010 and 2040 for the County. Municipal forecasts show Northfield as having a 14% employment growth from 2010 through 2040. Historical information shows that the City had a 48% growth of employment from 1990-2000. This changed dramatically from 2000-2010 when employment in the City declined 21%. The dramatic changes and low growth rate are reflective of the impacts from the economic recession and the conditions of the casino industry in Atlantic City. (SJTPO 2040 Demographic Forecast)

Table 15 Employment by Industry, Civilian Employed population 16 years and over		
Occupation	**No. Persons**	**% Northfield**
Agriculture, Forestry, Fishing and Hunting, and Mining	8	0.19%
Construction	268	6.46%
Manufacturing	102	2.46%
Wholesale Trade	30	0.72%
Retail Trade	296	7.14%
Transportation and Warehousing, Utilities	230	5.55%
Information	60	1.45%
Finance and Insurance, and Real Estate and Rental and Leasing	321	7.74%
Professional, Scientific, and Management, and Administrative and Waste Management Services	474	11.43%
Educational Services, and Health Care and Social Assistance	886	21.36%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	1,107	26.69%
Other Services, except Public Administration	183	4.41%
Public Administration	182	4.39%
Total	**4,147**	**100%**
Source: American Community Survey 5 Year Estimates 2009-2013		

Table 16 Employment by Occupation Civilian Employed population 16 years and over		
Occupation	**No. Persons**	**% Northfield**
Management, Business, Science, and Arts	1,484	35.78%
Service	1,135	27.37%
Sales and Office	941	22.69%
Natural Resources, Construction and Maintenance	299	7.21%
Production, Transportation & Material Moving	288	6.94%
Total	**4,147**	**100%**
Source: American Community Survey 5 Year Estimates 2009-2013		

Income:

The income statistics found in Tables 17 through 20 indicate that Northfield has a lower median income than Linwood and the State of New Jersey, but higher than Somers Point and the County. The City has a median household income of $51,592. Nineteen-percent (19%) of the total households in the City have a household income in the range of $50,000 to $74,999. The City also has a lower percentage of persons and households below the poverty level then the County and State.

Table 17
Income Levels

	City of Northfield		
	Households	Families	Non-Family
Median Income	$66,108	$84,135	$40,938
Mean Income	$85,190	$97,528	$49,681

Source: American Community Survey 5 Year Estimates 2009-2013

Table 18
Median Income for Households and Families

	Households	**Families**
City of Northfield	$66,108	$84,135
City of Linwood	$88,214	$112,123
City of Somers Point	$47,333	$61,275
Atlantic County	$54,235	$66,619
New Jersey	$71,629	$113,394

Source: American Community Survey 5 Year Estimates 2009-2013

Table 19 Household Income			
	Northfield Households	Northfield (% of Total Households)	Atlantic County
Less than $10,000	117	3.7%	8.5%
10,000 - 14,999	108	3.4%	5.6%
15,000 - 24,999	248	7.8%	12.3%
25,000 - 34,999	242	7.6%	13.1%
35,000 - 49,999	404	12.8%	17.0%
50,000 - 74,999	602	19.0%	21.6%
75,000 - 99,999	483	15.3%	11.4%
100,000 - 149,999	526	16.6%	7.5%
150,000 - 199,999	292	9.2%	1.4%
2000,000 +	143	4.5%	1.8%
Source: American Community Survey 5 Year Estimates 2009-2013			

Table 20 Percent Distribution Persons and Families below Poverty Level				
	All Persons Below Poverty Line	Persons Age 18+ Below the Poverty Line	Persons Age 65 + Below the Poverty Line	Families Below Poverty Line
City of Northfield	8.0%	7.5%	8.9%	7.3%
Atlantic County	14.4%	12.3%	10.0%	11.5%
New Jersey	10.4%	9.0%	7.8%	7.9%
Source: American Community Survey 5 Year Estimates 2009-2013				

Council on Affordable Housing (COAH) regulations define low income households (those earning up to 50% of the moderate household income) and moderate income households (those earning from more than 50% to 80% of the moderate household income). The figures are adjusted for household size and the municipality's housing region.

Northfield City is part of Region Six, which includes Atlantic, Cape May, Cumberland and Salem Counties. The 2014 COAH Regional Income Limits for Region Six (based on household size) range from $25,543 (one person) to $48,166 (eight persons) for low income households. Income limits range from $40,868 (one person) to $77,066 (eight persons) for moderate income households. Median income for Region 6 in 2014 ranges from $51,085 to $96,332, the City's median income in 2010 was reported at $66,108.

Table 21
2014 Affordable Housing Region 6 Income Limits

	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
Moderate Income(80% of Median)	$ 40,868	$ 46,707	$ 52,545	$ 58,383	$ 63,054
Low Income (50% of Median)	$ 25,543	$ 29,192	$ 32,841	$ 36,490	$ 39,409
Very Low Income (30% of Median)	$ 15,326	$ 17,515	$ 19,704	$ 21,894	$ 23,645

Source:COAH 2014 Regional Income Limits

FAIR SHARE PLAN

Consideration of Lands Appropriate for Affordable Housing

Consistent with smart growth principles, the City has chosen to intersperse affordable housing throughout existing residential neighborhoods in the City and in proximity to transportation corridors including the N.J. Transit bus service stops, U.S. Route 9 (New Road) and County Route (Tilton Road), which is a major county roadway traversing across the County from the City of Northfield to the Township of Galloway. These areas of the City provide the greatest number of employment opportunities and services. The developed portions of the City (excluding the marshlands) are within the State Planning Area 1, which is conducive and appropriate for development.

The City has analyzed whether inclusionary zoning and the development of 100% affordable housing sites would serve the City to address its fair share obligation and as discussed below has determined that a combination of these types of development would be appropriate to satisfy the City's prior round fair share obligation.

N.J.S.A. 52:27D-310(f) requires the City to identify sites owned or controlled by developers who have expressed a willingness to construct affordable housing. Pursuant to this requirement the City notes that Max Gurwicz and Sons, Inc., the owner of Block 17, Lots 4 and 7-12 on the City's Tax Map, has expressed an interest in constructing affordable housing, (hereinafter "MGS Site"). The parties have engaged in settlement discussions and on December 16, 2014, the City complied with this obligation by adopting this Rezoning Ordinance which permits MGS to develop the MGS Site with an inclusionary development with a maximum of 265 non-age restricted apartment units with a mandatory 15 percent affordable housing set aside resulting in 40 affordable housing credits for the City.

Availability of Existing and Proposed Infrastructure

The City has infrastructure capacity to address its prior round fair share obligation. Public water is provided to the City through existing reservoirs and treatment plants operated by the New Jersey American Water Company. Capacity exists to provide public water to address the City's affordable housing developments. (Please see the Appendix to the Fair Share Plan for a letter from New Jersey American Water Company confirming available water capacity).

The Atlantic County Utilities Authority (ACUA) owns and operates a sewage collection system, pumping stations and treatment plant, which serves the City of Northfield. (Please see the Appendix to the Fair Share Plan for mapping of the existing system and for a letter from the president of the ACUA confirming sewer service availability). The City's affordable housing obligation, as well as any market rate units associated with it, will be adequately served with public sewer capacity provided by the Atlantic County Utilities Authority.

Affordable Housing Obligation

This plan is focused on the City's Rehabilitation Obligation and the prior round obligation. The City's affordable housing obligation includes the following:

REHABILITATION - 14 Units

The Rehabilitation obligation is defined as the number of deficient housing units occupied by low and moderate income households within the City. This figure is calculated using indices such as overcrowding of units constructed prior to 1950, incomplete kitchen and plumbing facilities and the estimated number of low and moderate income households in the municipality. For the City of Northfield COAH has calculated a rehabilitation obligation of 14 units.

PRIOR ROUND OBLIGATION – 190 Units

The prior round obligation is the municipality's 1987 through 1999 affordable housing obligation. (N.J.A.C. 5:97-1.4). This period corresponds with the first and second round of affordable housing compliance. As provided for in Appendix C of N.J.A.C. 5:97, the City of Northfield's prior round obligation is 190 units.

Affordable Housing Plan

REHABILITATION OBLIGATION:

The Atlantic County Improvement Authority ("ACIA") has been responsible for administering a rehabilitation program throughout Atlantic County through their "Owner Occupied Housing Rehabiliation Program". Since January of 2000, the ACIA has rehabilitated 17 units within the City. This exceeds the City's rehabilitation obligation by 3 units. Documentation verifying that the rehabilitated units are qualified under COAH's regulations is included as an Appendix to this Fair Share Plan.

The ACIA places liens on participating properties and recaptures funding upon re-sale. ACIA uses federal Community Development Block Grant (hereinafter "CDBG") funds as well as prior rehabilitation funds paid back at the time of a home sale to operate a county-wide housing rehabilitation program for owner-occupied housing.

PRIOR ROUND OBLIGATION:

The City of Northfield has a prior round (1987-1999) affordable housing obligation of 190 units. COAH has established rules that address rental requirements, age-restricted housing limitations and rental bonuses as housing credits. Accordingly the City's housing obligation shall have a minimum of 48 family rental units. The City is also permitted to receive a rental bonus for rental units that meet the criteria under N.J.A.C. 5:93-5.15(d), up to a maximum of 48 bonus credits. The total affordable housing units shall be permitted to utilize a maximum of 47 age-restricted units. (N.J.A.C. 5:93-5.14(a)3)

City of Northfield Affordable Housing Obligation	
Total Prior Round Obligation	190
Less Prior Cycle Credits	-0
Total Obligation	190
Rental Minimum – 25%	48
Age-Restricted Maximum – 25%	47
Maximum Rental Bonus – 25%	48

The City proposes to satisfy the 190-unit prior round obligation through various mechanisms all of which will be discussed throughout this report. The following table summarizes the City's Fair Share Plan:

Prior Cycle Credits (1980-1986)

There are no existing affordable housing units in the City that were occupied prior to 1986. Therefore there are no prior cycle credits to be taken at this time.

The City of Northfield may elect to conduct a "Credits without Control" Survey pursuant to the Fair Housing Act to determine if there are any existing households that were built between 1980-1986 that meet COAH income qualifications and standards. A review of the Census Data indicates that an estimated 211 units were constructed between 1980-1989. This equates to an estimated 23 units per year. For the six-year period this would yield an estimated 138 housing units that would have been constructed and identified for survey purposes. In order to complete this survey all households would need to be surveyed in the attempts to determine if any meet the following criteria:

Pursuant to N.J.A.C. 5:93-3.2 (b) there are five criteria that must be satisfied before the City can take credit for these units. The criteria are as follows:

- The unit shall have been constructed between April 1, 1980 and December 15, 1986. The municipality shall document the date of the construction with a certificate of occupancy date;
- The unit shall be certified to be in sound condition as a result of an exterior inspection performed by a licensed building inspector;
- The unit is currently occupied by a low- or moderate-income household. The municipality shall document household income eligibility with a certification of household income in a form adopted by the Council. Such certification shall be signed by a head of household. It shall be reviewable only by the Council or its staff and shall not be a public record.
- If the unit is a for-sale unit, at the time the municipality files its petition for substantive certification, the unit shall have a market value that is affordable to a moderate income household pursuant to the requirements of N.J.A.C. 5:93-7.4(a) and (e). The market value of each such unit shall be no greater than a sales price determined by averaging the reported actual sales prices of three comparable housing units from the municipality that can be documented as being arms length, closed sales transactions and which occurred within one year of the date of filing of the petition. Documentation sources for such sales may include county tax records, TRW REDI Property Data or other sources, or multi-list records.
- If the unit is a rental unit, at the time the municipality files its petition for substantive certification, the unit shall have a monthly rent that is affordable to a moderate income household pursuant to the requirements of N.J.A.C. 5:93-7.4(a) and (f) and the rental must be an arms length transaction.

- Given the City's compressed time frame in completing the Fair Share Plan they were unable to conduct a "Credits without Control" survey. However, the City is interested in this process and will begin the process and amend the Fair Share Plan at a later date to incorporate the findings of the survey and adjust their plan accordingly.

Existing Affordable Units (Post 1986)

Northfield Housing Sites							
Property	Location	Block	Lot	Market Rate Units	COAH Units	Total Units	Housing Type
Existing Sites							
Caring House 30	103 E. Mill Road	173	7	0	6	5	Group Home
Caring House 45	120 E. Mill Road	168	12	0	5	6	Group Home
Butterfly Properties	116 Oakcrest	76	4	0	3	3	Group Home
Career Opportunity Development Inc.	322 Shore Road	179.02	44.02	0	4	4	Group Home
Subtotal				**0**	**18**	**18**	

Supportive and Special Needs Housing and Rental Bonuses

In the City there are five (5) existing supportive and special needs units. These units would yield an estimated affordable housing credit of 31, including rental bonuses where the controls on affordability are in effect for at least 30 years (N.J.A.C. 5:93-5.8(d).

- Caring House 30 – 103 E. Mill Road

  Caring, Inc. provides community based residences for adults who have development disabilities. This property is located on Block 173, lot 7 and consists of a single-family dwelling being used as a group home. The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 2012 and contains 6 bedrooms. The total affordable housing credits for this property would be 6 Credits (See group home documentation in the Appendix of the Fair Share Plan)

- Caring House 45 – 120 E. Mill Road

  Caring, Inc. provides community based residences for adults who have development disabilities. This property is located on Block 168, lot 12 and consists of a single-family dwelling being used as a group home. The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 2013 and contains 5 bedrooms. (See

group home documentation in the Appendix of the Fair Share Plan)

- Butterfly Properties – 116 Oakcrest Avenue

  This property is managed by Butterfly Properties and is funded by the HUD 811 program. The development was sponsored by Collaborative Support Programs of New Jersey as a provider of housing for persons that are mentally ill. The residence provides housing to persons 18 years of age and older that are chronically mentally ill. The property contains controls for 99-years extending through 2094 (effective in 1995). The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 1998 and contains 3 bedrooms. The property is eligible for 3 bonus credits since the lengths of controls extend beyond 30 years. The total affordable housing credits for this site are 6 credits. (See group home documentation in the Appendix of the Fair Share Plan)

- Career Opportunity Development Inc. (CODI) – 322 Shore Road

  Career Opportunity Development Inc. (CODI) provides community based housing for adults who have development disabilities. The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 2003 and contains 4 bedrooms. (See group home documentation in the Appendix of the Fair Share Plan)

Proposed Municipally Sponsored 100% Affordable Housing Development

Maps for each of the sites demonstrating the location of wetlands, as prepared by NJDEP GeoWeb are included in the Appendix of this report.

Northfield Housing Sites

Property	Location	Block	Lot	Market Rate Units	COAH Units	Total Units	Housing Type
City Owned Sites (Proposed)							
	Maple Avenue	67	9 & 10	0	1	1	Habitat
	Jackson Avenue/Roosevelt Avenue	121	1	0	2	2	Habitat
	Dolphin Avenue	69	1.02	0	20	20	Age Restricted
	Dolphin Avenue	66	11	0	20	20	Age Restricted
Subtotal				0	43	43	

- **Habitat for Humanity – 3 Credits**

  The City of Northfield will work with Habitat for Humanity in creating affordable housing opportunities. The City owns two parcels that will be donated to Habitat for Humanity.

  - *Parcel 1.* The City owns Block 67, Lots 9, 10 & 11 along Maple Avenue. This parcel consists of 0.3186 acres and can accommodate a minimum of 1 residential unit. The lots would be slightly undersized as compared to the existing zoning, but they would be compatible in size with the surrounding neighborhood. The current zoning designation is Residential R-1 and permits a minimum lot size of 10,000 square feet.

  - *Parcel 2.* The City owns Block 121, Lot 1 with frontage on Jackson Avenue and Roosevelt Avenue. The City will work with Habitat for Humanity to subdivide this parcel into two residential parcels of at least 5,000 square feet or greater. The total tract is estimated at 13,499 square feet. The land will be donated to Habitat for Humanity to construct two affordable housing units. The current zoning on this parcel is Residential R-2 and requires a minimum lot size of 7,500 square feet with a 70-foot lot width. The existing parcel will not meet the minimum lot width or size requirements, however, they new lots would be compatible with the lots in the surrounding neighborhood.

- **Dolphin Avenue – 40 Credits**

  The City owns just over 2 acres on property along Dolphin Avenue on Block 66, Lot 11 and Block 69, Lot 1.02. The City will work with an affordable housing developer to create a 100% affordable rental housing project for a combination of age-restricted and family units. The two parcels are not contiguous allowing for the split of the housing type between family and age-restricted.

  The site is currently zoned Residential R-1, permitting a single-family residential at a density of 4.3 units per acre on 10,000 square foot lots. This zoning district also permits Residential Senior Housing as a permitted conditional use. As a conditional use a property of at least 7 acres may create a Planned adult development with a density of 12 units per acre. The zoning also permits Mid-Rise Senior Citizen Housing as a conditional use on lots of 15 acres at a density of 15 units per acre. Both of these conditional uses require a 20% set-aside for low/moderate income housing.

The City will rezone the property to allow 40 age-restricted units, 20 units on each one-acre parcel, a maximum density of 20 units per acre. The City will send out the necessary Request for Proposals to allow for the affordable housing development. It is anticipated that this development would be completed within a two-year period.

The property is located along Dolphin Avenue and Harvey Drive. The parcel along Harvey Drive is wooded and is bordered by a single-family dwelling on the north and west. The single-family dwellings are on larger lots of between 30,000 square feet to one acre. Opposite the site on the east side of Dolphin Avenue is the Atlantic County public works yard. The parcel on Dolphin Avenue is also wooded and is completely surrounded by the Atlantic County public works yard.

Proposed Zoning for Inclusionary Development

The City reviewed various available sites to provide opportunities to meet their affordable housing obligation. Sites that were considered included vacant parcels with no existing development approvals. All of the City (exclusive of marshland areas) is within the Metropolitan State Planning Area (Planning Area 1). All of the sites reviewed in this plan are within Planning Area 1. Some of the parcels were determined as underutilized and available for redevelopment. Others are vacant parcels that are privately held. As a result of this analysis four (4) areas were identified for rezoning as inclusionary housing developments. Maps for each of the sites demonstrating the location of wetlands, as prepared by NJDEP GeoWeb are included in the Appendix of this report. The sites are as follows:

Inclusionary Housing Sites

Property	Location	Block	Lot	Area (Acres)	Market Rate Units	COAH Units	Total Units	Density (Units/Acre)
MGS	Cresson Ave and Tilton Rd	17	4 & 7-12	20.4	225	40	265	13.0
Arthur Henry	Mill Road/Wabash Avenue	92	25, 28 & 29	6.68	64	16	80	12.0
Gurwicz Driving Range	Tilton Road	16.01	57	7.83				0.0
CBZ Estate (Next to Driving Range)	Tilton Road	16.01	52	7.68				0.0
Combined Site Zone				15.51	32	8	40	2.6
AC Country Club	Shore Road	175 (179.01)	48 (1.01)	125	288	72	360	2.9
Subtotal					**384**	**136**	**480**	

MGS – Cresson Avenue

This parcel is located on Cresson Avenue and Tilton Road and consists of 20.4 acres. The site was recently rezoned to permit multi-family residential development at a density of 13 units per acre or up to 265-units. The zoning requires a 15% set-aside for low/moderate income housing, or 40 units.

This property is located in the northeastern corner of the City and is bordered by a Regional Commercial shopping center to the west. The northern boundary of the site is co-existent with the Township of Egg Harbor. The southeastern boundary of the site includes an existing residential neighborhood of single-family detached dwellings on lots with a range in size of 8,000 to 10,000 square feet.

Arthur Henry (Mill Road/Wabash Avenue)

This parcel is located on Block 92, Lots 25, 28 & 29 and consists of 6.68 acres. The site is currently zoned Residential R-1, permitting a single-family residential at a density of 4.3 units per acre on 10,000 square foot lots. This zoning district also permits Residential Senior Housing as a permitted conditional use. As a conditional use a property of at least 7 acres may create a Planned adult development with a density of 12 units per acre. The zoning also permits Mid-Rise Senior Citizen Housing as a conditional use on lots of 15 acres at a density of 15 units per acre. Both of these conditional uses require a 20% set-aside for low/moderate income housing.

The City proposes to enact a new zone on this parcel, Affordable Housing 1-Age Restricted district (AH1-AR) with a density of 12 units per acre. The site would accommodate 80 multi-family age-restricted housing units with an affordable housing set-aside of 20% or 16 units. This zoning is consistent with the existing permitted conditional use standards. The City will utilize the existing conditional use standards for a Planned Adult Development for the proposed rezoning and adjust the minimum lot size to 6.5 acres. The Planned Adult Development will become a permitted use by right on the subject parcel. This zone should also include the city owned parcel on block 92, lot 31 in the event the parcels are able to be developed together.

The property contains a non-conforming business operation of a construction company. The uses on the property include an office, shop and storage building as well as an outside storage yard for equipment and materials. The site is bordered to the west by the City Library and the local bike path runs

along the street frontage just opposite the site on Wabash Avenue. The surrounding neighborhood includes single-family detached dwelling units on lot sizes that range from 8,000 square feet to 13,000 square feet (approximately). The site is listed for sale.

Tilton Road – Driving Range (Combined Site Zoning)

This parcel is a combination of two properties located on Block 16.01, Lots 52 and 57 and consists of 15.51 acres. The site is currently zoned Regional Commercial R-C, permitting non-residential development. This zoning district also permits Residential Senior Housing as a permitted conditional use. As a conditional use a property of at least 7 acres may create a Planned adult development with a density of 12 units per acre. The zoning also permits Mid-Rise Senior Citizen Housing as a conditional use on lots of 15 acres at a density of 15 units per acre. Both of these conditional uses require a 20% set-aside for low/moderate income housing.

The City proposes to rezone this parcel as an overlay Affordable Housing 2-Mixed Use (AH2-MU) with a density of 2.6 units per acre. The site would accommodate up to 40 multi-family housing units with an affordable housing set-aside of 20% or 8 units. The zoning would also permit first floor commercial/office space. The City currently does not permit multi-family residential housing as a mixed use. The overlay zone will offer additional opportunities for development that would not otherwise exist. The ability to create multi-family housing with first floor commercial provides incentives making the new land use more attractive and feasible on this property.

A portion of this property is impacted by wetlands and additional investigations will need to be completed to determine the useable building envelope. However, given the permitted site coverages under the CAFRA regulations and the location of the property along a commercial corridor, the mixed-use development zoning provides an improved opportunity for development.

The site will also continue to permit the age-restricted housing development as a permitted conditional use. The requirements of the existing ordinance for the conditional use development includes a 20% affordable housing set-aside. In this development scenario the site could accommodate a greater housing density but no commercial space. The City reserves the right to review the appropriateness of the age-restricted conditional use standards at a later date.

The site is located on the City's primary commercial corridor, Tilton Road. It is bordered to the north by a newly constructed office building. The southern side of the site includes various non-residential land uses including a small shopping center with a lawn and garden contractors yard in the rear. Opposite the site on the eastern side of Tilton Road is a larger shopping center. To the rear of the shopping center is the recently zoned affordable housing site for MGS properties.

Atlantic City Country Club

This parcel is located along Shore Road and consists of 225 acres, of which approximately 110 acres are considered uplands. The site is currently zoned Country Club C-C, permitting a golf course and single-family residential dwelling units. The zoning district also permits a Country Club Community as a permitted conditional use. The Country Club Community would permit a combination of golf course, single-family residential on one-acre lots, golf villas and golf suites for a maximum of 62 golf-villas, 50 golf-suites and 13-single-family dwelling units.

The City proposes to amend the existing Country Club Community standards to permit increased residential densities with an affordable housing set-aside. The ordinance would restrict the residential development to areas on Block 175, Lot 48 and Block 179.01, Lot 1.01. The ordinance would maintain the golf-course and club house. The zoning would permit up to 360 residential units as a combination of golf villas and townhouse units. The golf suites would continue to be a permitted use separate from the golf villas. It is estimated that the areas available for development consists of approximately 21+/- acres. The residential density on the 21 acres (excluding the balance of the 18-hole golf course) would be 17 units per acre.

The Atlantic City Country Club is under private ownership. It was founded in 1897 and is known as "The Birthplace of the Birdie" as well as being where the term "Eagle" was coined. (www.accountryclub.com *Course History*) The City recognizes the importance of the golf course and its future success. The City wants to see the golf course preserved as a fundamental part of the community. The proposed ordinance would not eliminate the 18-hole course but allow for added development along its fringe areas.

Miscellaneous Provisions

The City has provided for affordable housing opportunities under the existing zoning for age-restricted developments. In the R-1 and the RC zones the City permits a Planned Adult Community with 12 units per acre with a 20% low- and moderate-income set aside. The same districts also permit a mid-rise age-restricted development of 15 units per acre with a 20% low- and moderate-income set aside. These conditional uses will remain in the ordinance, continuing to provide future affordable housing opportunities.

The City also proposes to enable a single-family residential development in any district on a lot of 4.5 acres or greater in size to provide a 10% set-aside for low- and moderate-income units. The variable lot size provisions of the existing ordinance would be amended to apply in all Residential districts and be required on lots of 4.5 acres or larger which are requesting a major subdivision approval. The affordable units will be permitted on smaller lot sizes and may be in excess of the total units otherwise permitted.

As an example, in the R-1 district the minimum lot size permitted is 10,000 square feet. On a 4.5 acre lot this would permit a total of 19 single-family dwelling units. Ten-percent (10%) of this would yield two affordable housing units. Using the variable lot size provisions the development would be permitted to increase the total density from 19 units to 21 units and the single-family dwelling units would be constructed on smaller lots than otherwise permissible in the zoning district.

Bonus Provisions

In accordance with N.J.A.C. 5:93-5.15 the City of Northfield intends to take bonus credits for up to 25% the family rental units in this plan at the time they are completed and occupied. The projected rental bonus would account for up to 48 credits. Currently the City is eligible for 8 rental bonus credits. The City reserves the right to apply the bonus credits from units in the current plan at the time they become eligible and the plan will be amended as necessary.

Affordable Housing Trust Fund

The City of Northfield proposes to adopt an affordable housing trust fund ordinance in accordance with COAH rules for the purposes of funding affordable housing activities. At the present time the fund is anticipated to assist with the municipally sponsored projects. The City recognizes that is required to adopt a Spending Plan for review and approval prior to any funds being expended. The draft Affordable Housing Trust Fund ordinance is attached as an Appendix to this report.

Cost Generation

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

Monitoring

The City of Northfield shall complete COAH's annual monitoring reports for the City's Affordable Housing Trust Fund and of the affordable housing units and programs.

Fair Share Ordinance And Affirmative Marketing

The City of Northfield has prepared an Affirmative Marketing and Fair Share Ordinance in accordance with COAH's substantive rules, *N.J.A.C.* 5:93-9, and the UHAC at *N.J.A.C.* 5:80-26. The City's Fair Share Ordinance will govern the administration of affordable units in the City as well as regulating the occupancy of such units. The Fair Share Ordinance (see draft in Appendix) covers the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and sales prices, affirmative marketing, income qualification and the like. The costs of advertising and affirmative marketing of the affordable units (including the contract with the Administrative Agent) shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City.

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 City. 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 #6, consisting of Atlantic, Cape May, Cumberland and Salem 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 with *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 availability of affordable units, contract with the Administrative Agent, etc.) are the responsibilities of the developers of the affordable units. This requirement will be included in the City's fair share ordinances and shall be a condition of any municipal development approval.

CONCLUSION

There are limited remaining opportunities to create affordable housing in the City given the scarcity of vacant or underutilized parcels. Despite this, the City proposes to meet its Prior Round affordable housing obligation through various mechanisms as demonstrated in the table below. The City also proposes to complete a Credits-without-Control survey which would potentially yield additional COAH credits. In the event the survey results in eligible affordable housing credits, the City will amend the Housing Plan to include the credits. The City also recognizes there is a need to provide future opportunities for affordable housing and therefore will revise portions of the existing zoning ordinance to ensure larger residential developments provide affordable housing.

The table which follows summarizes the City's Housing Plan and reflects a surplus of ten (10) credits to be applied to future affordable housing obligations. The rules and regulations which govern affordable housing are uncertain given the state of current affairs. Understanding that the rules and regulations will continue to evolve, the City of Northfield reserves the right to amend this plan in the future.

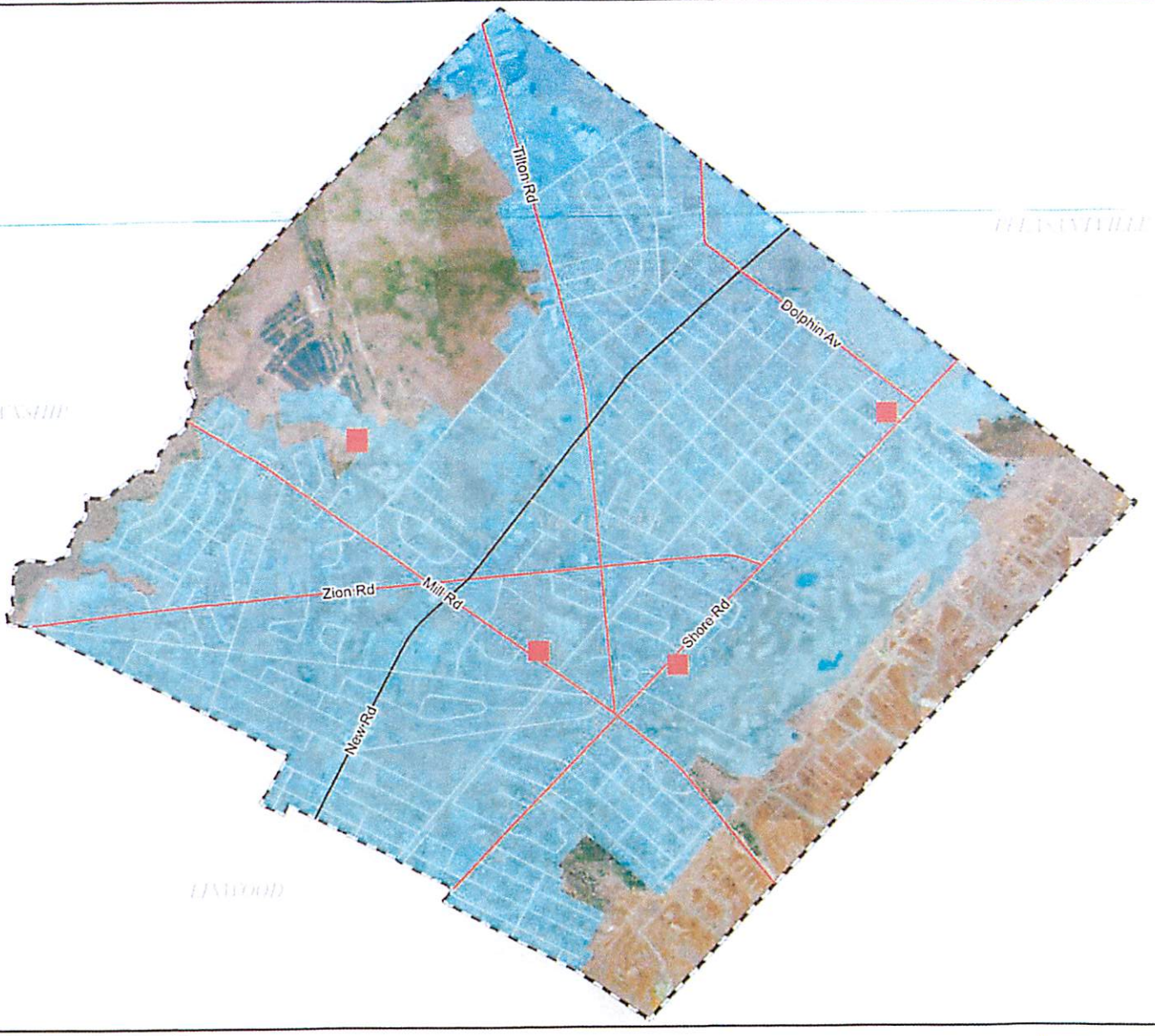
Northfield Housing Sites

Property	Location	Block	Lot	Market Rate Units	COAH Units	Total Units	Housing Type
Existing Sites							
Caring House 30	103 E. Mill Road	173	7	0	6	5	Group Home
Caring House 45	120 E. Mill Road	168	12	0	5	6	Group Home
Butterfly Properties	116 Oakcrest	76	4	0	3	3	Group Home
Career Opportunity Development Inc.	322 Shore Road	179.02	44.02	0	4	4	Group Home
Subtotal				**0**	**18**	**18**	
City Owned Sites (Proposed)	Maple Avenue	67	9 & 10	0	1	1	Habitat
	Jackson Avenue / Roosevelt Avenue	121	1	0	2	2	Habitat
	Dolphin Avenue	69	1.02	0	20	20	Age Restricted
	Dolphin Avenue	66	11	0	20	20	Age Restricted
Subtotal				**0**	**43**	**43**	
Total Existing and City					**61**		
COAH Credits Needed					**129**		
Inclusionary Zoning Sites							
MGS	Cresson Avenue Tilton Road			225	40	265	Family
Arthur Henry	Mill Road and Wabash Avenue	92	25, 28 & 29	64	16	80	Age Restricted
Gurwicz Driving Range	Tilton Road	16.01	57				
CBZ Estate	Tilton Road	16.01	52				
Combined Site Zone				32	8	40	Family
AC Country Club	Shore Road	175 (179.01)	48 (1.01)	288	72	360	Family
Subtotal				**384**	**136**	**745**	
Total Existing, City and Inclusionary				**384**	**197**	**806**	
COAH Credits Needed					**-7**		
CREDIT SUMMARY							
Rental Bonus Credits (Max. 47)					**3**		
Total Credits					**200**		
Surplus - Age-Restricted COAH Units					**9**		
Total Surplus - Future Obligation					**10**		

APPENDIX 1 – INFRASTRUCTURE

Statement from New Jersey American Water
Statement from Atlantic County Utilities Authority
Wastewater Management Mapping

Northfield, NJ
Sewer Service Area
2012



N

2,000 1,000 0 2,000 Feet

Legend

- Sewer Service Area
- Municipal Buildings

Calculated Sewer Flow***

Housing Units	Total Population	Parcels Served	Flow 300 GPD*	Flow 160 GPD**
3260	8624	4196	978000	521600

* Calculated Sewer Flow at 300 Gallons Per Day
** Calculated Sewer Flow at 160 Gallons Per Day
***Calculation based on 2010 census data

This map is for demonstration purposes only and was not developed in accordance with National Map Accuracy Standards. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The map was developed, in part, using New Jersey Department of Environmental Protection Geographic Information System (GIS) digital data, in conjunction with the Atlantic County Office of Geographic Information Systems, but this secondary product has not been verified by NJDEP and is not state authorized. The geodetic accuracy and precision of the GIS data contained in this map has not been developed nor verified by a professional licensed land surveyor and shall not be nor is intended to be used in matters requiring delineation and location of true ground horizontal and/or vertical controls File: Northfield_Letter_Aerial.mxd Printed on 1/24/2013

Atlantic County Utilities Authority
P.O. Box 996 • Pleasantville, NJ, 08232-0996
street address: 6700 Delilah Rd., Egg Harbor Twp., NJ, 08234-5623
609.272.6950 • www.acua.com • info@acua.com

January 26, 2015

Daniel F. Kwapinski, PE, PP
Schaeffer Nassar Scheidegg
Consulting Engineers, LLC
1425 Cantillon Boulevard
Mays Landing, NJ 08330

Re: Request for Sewerage Service Capacity Availablilty
2015 Master Plan Revisions
Housing Element and Fair Share Plan
City of Northfield, Atlantic County, New Jersey
NF13-06

Dear Mr. Kwapinski:

Please be advised that based upon current loadings, the proposed flow of 236,400 g.p.d. to be generated by the above referenced project can presently be accommodated by all affected ACUA facilities.

Please note the following:

- It is ACUA policy to provide sewerage service on a first come, first served basis, and this letter does not guarantee that sewer capacity will be available in the future.
- This response does not absolve the applicant from applying for and receiving a Treatment Works Approval (TWA) and/or Significant Indirect User (SIU) permits from NJDEP nor does it prejudice ACUA's review of the applications once submission is made.
- This determination does not address local sewer system capacity.

If you need any additional information feel free to contact me directly at (609) 272-6940 or nbacher@acua.com.

Sincerely,

Nicole Bacher, E.I.T.
Associate Engineer
Atlantic County Utilities Authority

cc: G. Petitt, Chief Engineer, ACUA
T. Ganard, Deputy Chief Engineer, ACUA

The Atlantic County Utilities Authority is responsible for enhancing the quality of life through the protection of waters and lands from pollution by providing responsible waste management services. The Authority is an environmental leader and will continue to use new technologies, innovations and employee ideas to provide the highest quality and most cost effective environmental services.

printed on recycled paper with soy ink

APPENDIX 2 – REHABILITATION DOCUMENTATION

ATLANTIC COUNTY IMPROVEMENT AUTHORITY
ATLANTIC COUNTY REHABILITATION PROGRAM

CITY OF NORTHFIELD
(Since 2000)

Name / Property Address:	Date:	Amount:
Applegate, Gloria 717 Second Street	2/27/04	$ 22,555.00
Bariss, Stephen 504 Roosevelt Avenue	9/17/03	$ 7,000.00
DeJesus, Marcus 712 Second Avenue	12/18/01	$ 15,000.00
Holmes, Peggy Jane 12 Oakview Drive	1/2/01	$ 15,920.00
Marchiano, Lori 317 New Road	5/19/00	$ 3,400.00
McMonagle, Dorothy 411 Broad Street	2/21/01	$ 10,340.00
Myers, Mary 415 Jackson Avenue	7/30/04	$ 8,035.00
Noel, Mary 129 Fabian Avenue	12/16/03 10/16/01	$ 3,195.00 $ 2,400.00
Norton, Ron 419 Franklin Avenue	9/9/02	$ 15,000.00
Paul, William 607 Shore Road	7/17/01	$ 14,410.00
Reyes, Dolly 416 Roosevelt Avenue	10/16/01 5/22/01	$ 8,170.00 $ 1,980.00
Reyes, Edith 703 Lake Drive	6/19/01	$ 16,125.00

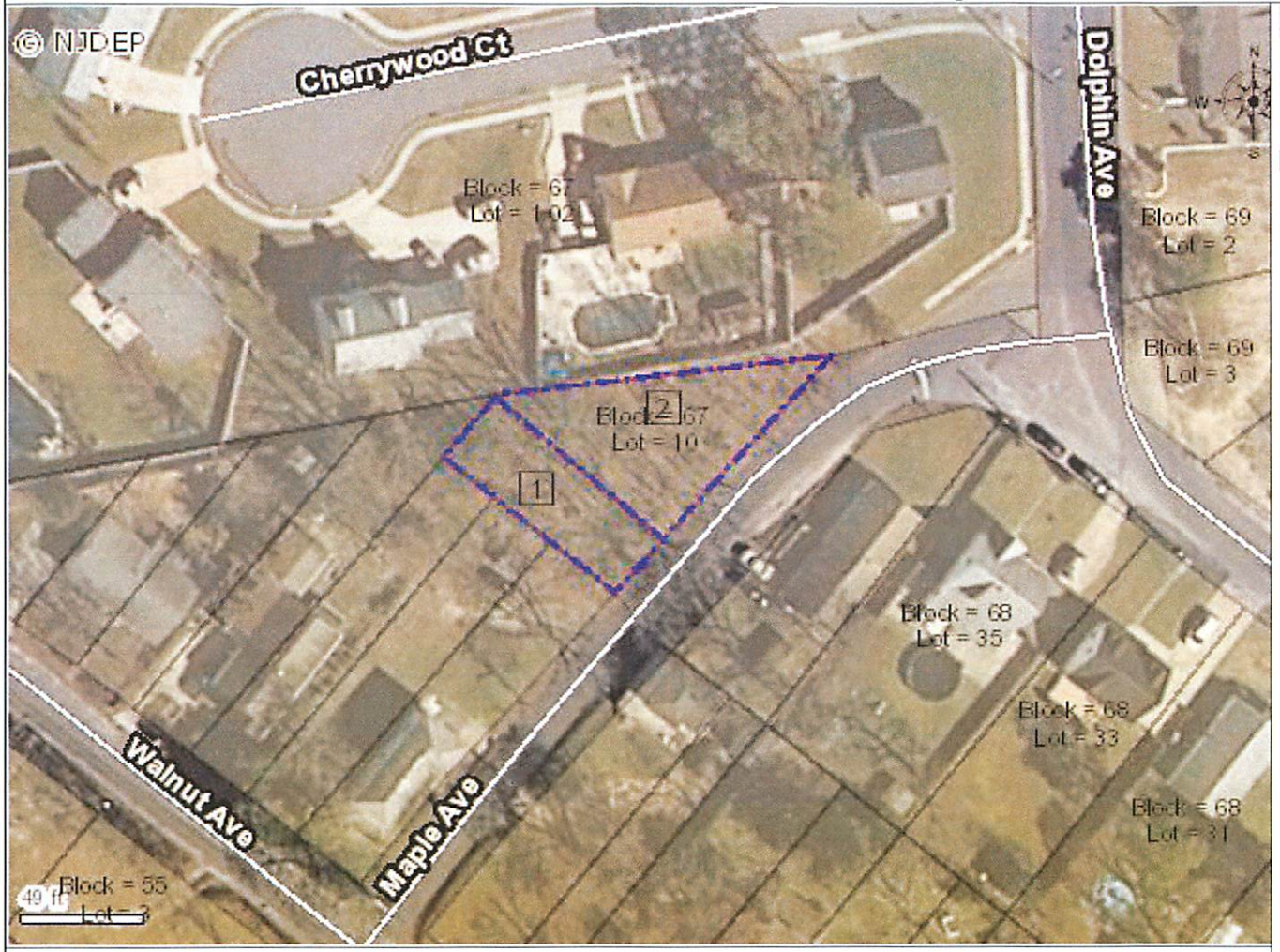
Name / Property Address:	Date:	Amount:
Rudisick, Jean 1414 Shore Road	5/22/01	$ 14,900.00
Spitz, Sharon 227 W. Mill Road	11/9/01	$ 14,930.00
Thompson, Rosina 147 E. Vernon Avenue	5/22/01	$ 12,621.00
Warren, William 113 Mount Vernon Avenue	7/16/02 1/22/02	$ 6,350.00 $ 5,200.00
Horton, Dorca 309 Clark Place	7/18/05	$ 7,050.00

APPENDIX 3 – MAPPING OF AFFORDABLE SITES

New Jersey Department of Environmental Protection GeoWeb Mapping of the Following Affordable Housing Sites included in the Housing Plan

1. Maple Avenue
2. Jackson Avenue
3. Dolphin Avenue and Harvey Avenue
4. Dolphin Avenue
5. MGS Cresson Avenue
6. Arthur Henry – Wabash Avenue
7. Tilton Road Mixed-Use
8. AC Country Club

Maple



Legend

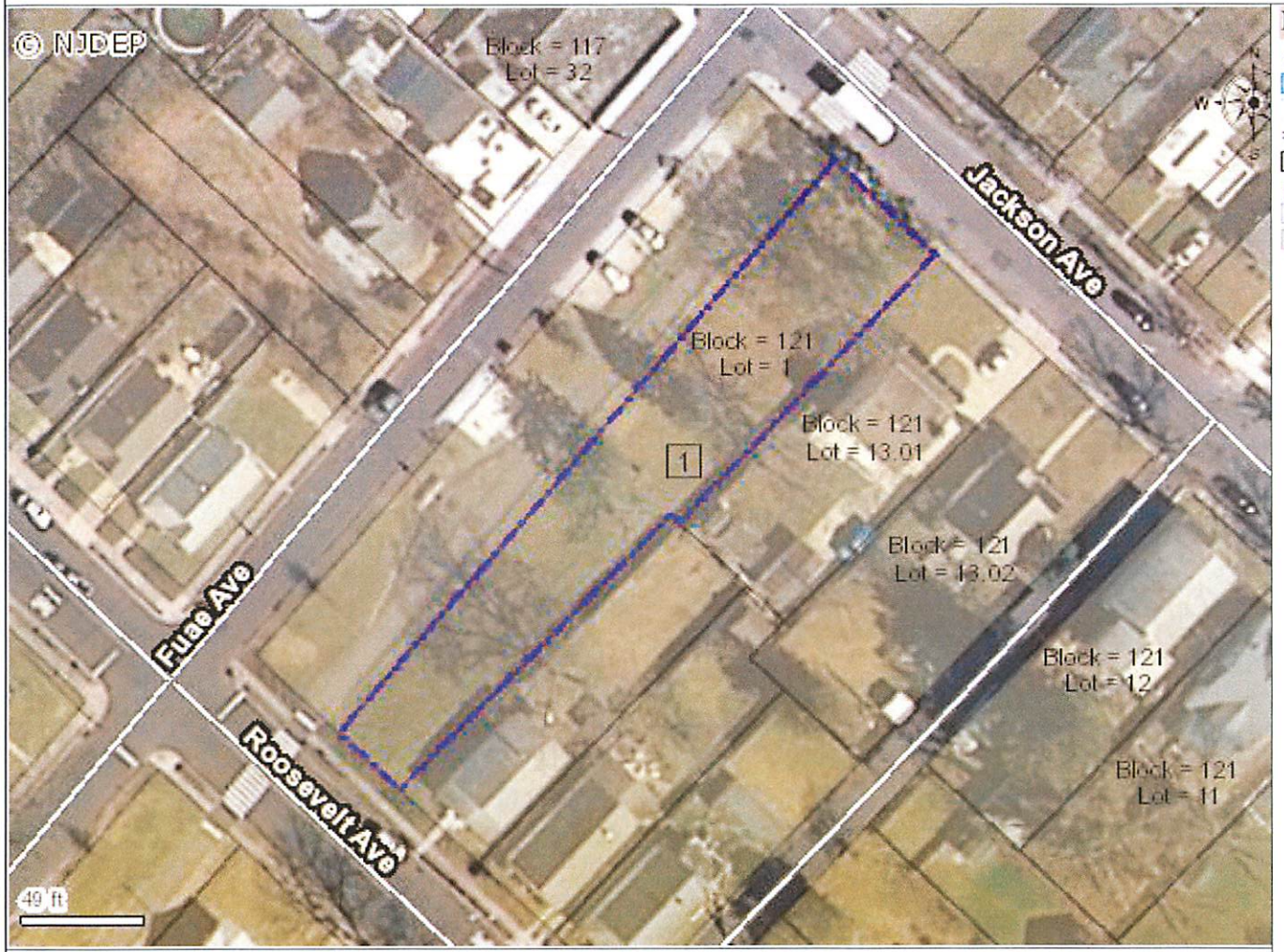
GeoWeb
- Wetlands (2007)
- Parcels Data (Block and Lot)
- Roads NJ (Centerlines) (1:4999 to 1:999 scale)
- Counties

Mid-Atlantic States
- New Jersey
- Other Mid-Atlantic States

1 Municipal Code: 0118, Block: 67, Lot: 9, Owner: CITY OF NORTHFIELD
2 Municipal Code: 0118, Block: 67, Lot: 10, Owner: CITY OF NORTHFIELD

Map Printed On {2015-01-11 13:23}

Jackson



Legend

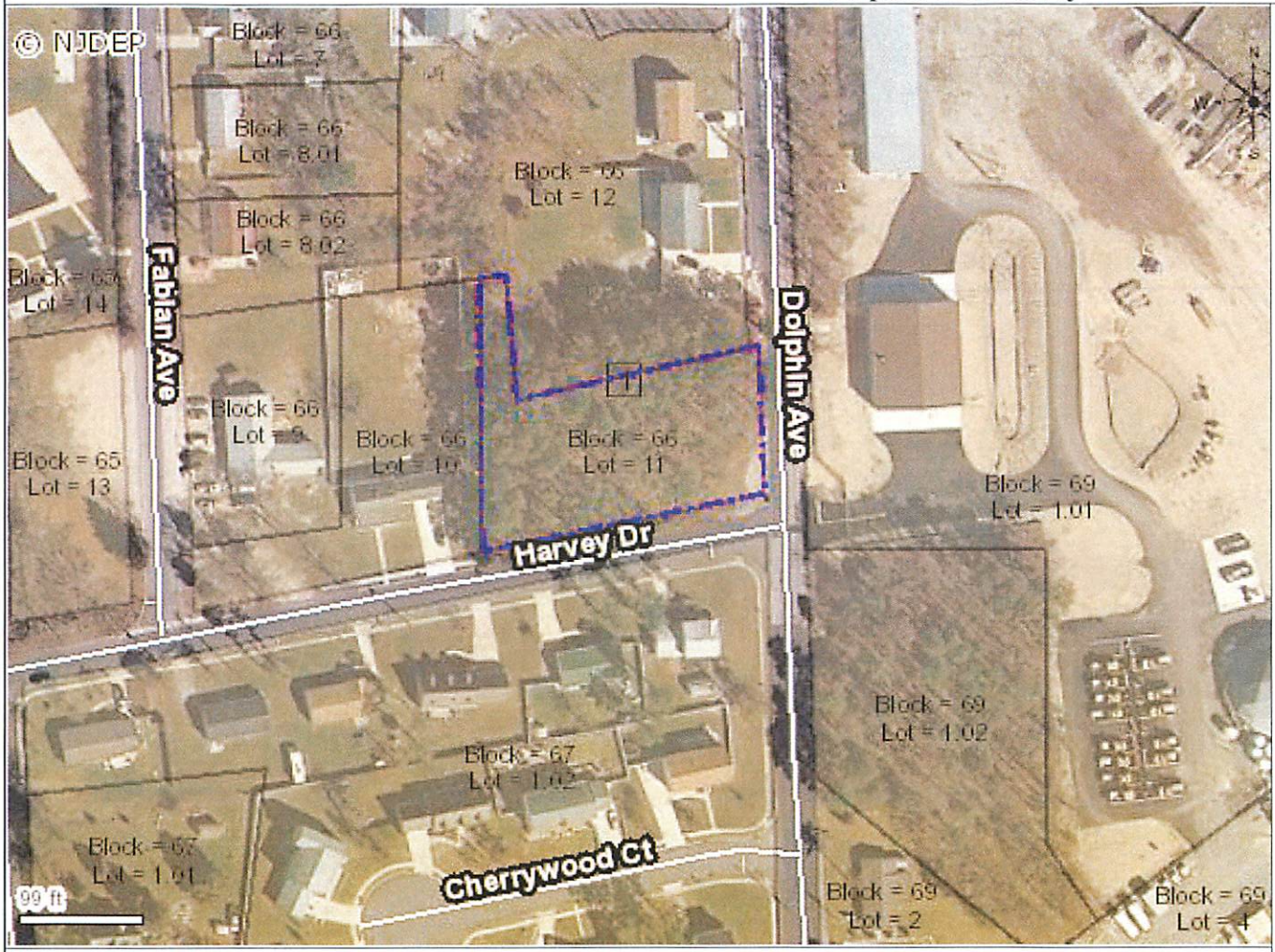
GeoWeb
- Wetlands (2007)
- Parcels Data (Block and Lot)
- Roads NJ (Centerlines) (1:4999 to 1:999 scale)
- Counties

Mid-Atlantic States
- New Jersey
- Other Mid-Atlantic States

1 Municipal Code: 0118, Block: 121, Lot: 1, Owner: CITY OF NORTHFIELD

Map Printed On {2015-01-11 13:22}

Dolphin and Harvey



Legend

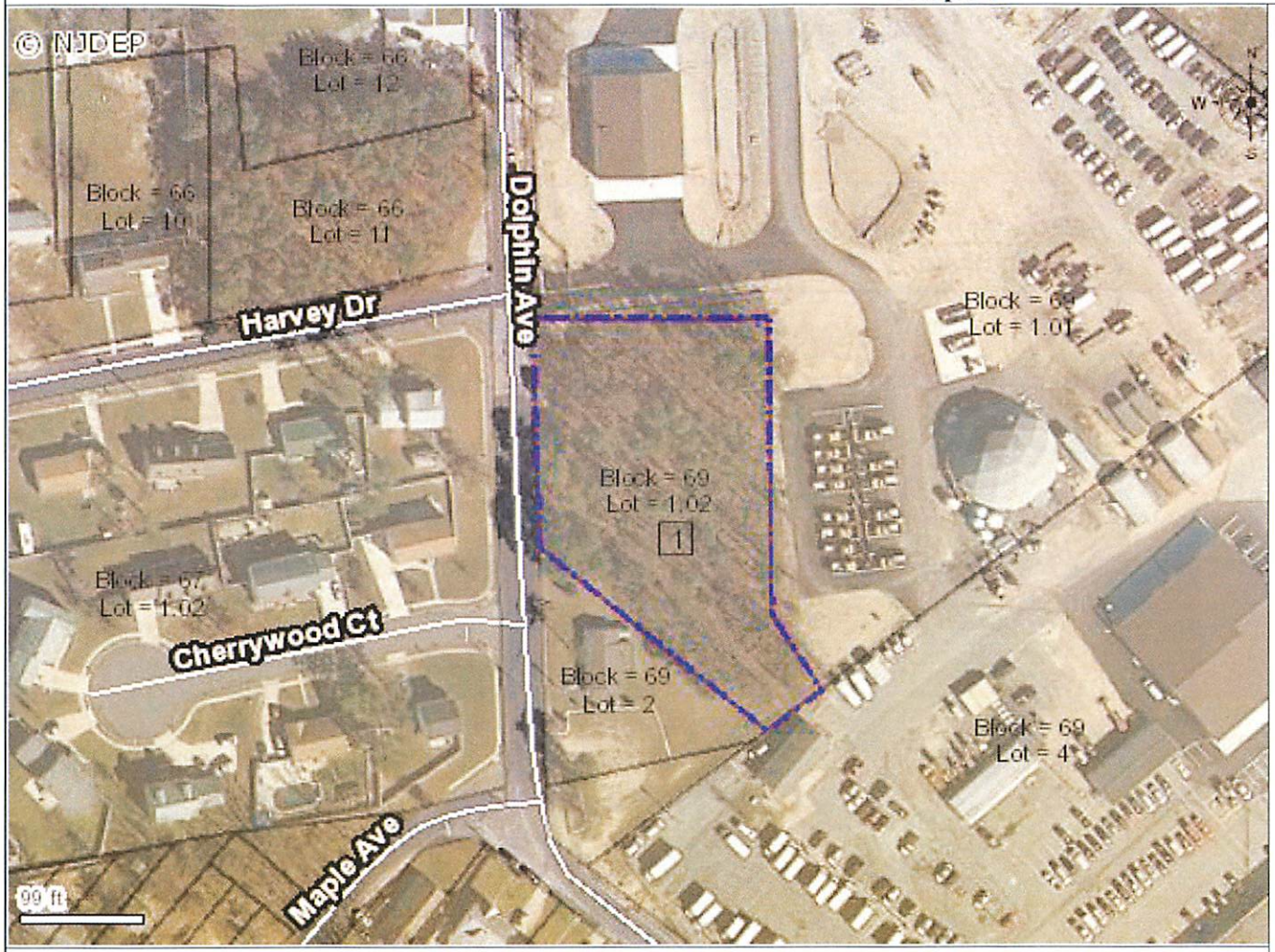
GeoWeb
- Wetlands (2007)
- Parcels Data (Block and Lot)
- Roads NJ (Centerlines) (1:4999 to 1:999 scale)
- Counties

Mid-Atlantic States
- New Jersey
- Other Mid-Atlantic States

1 Municipal Code: 0118, Block: 66, Lot: 11, Owner: CITY OF NORTHFIELD

Map Printed On {2015-01-11 13:19}

Dolphin



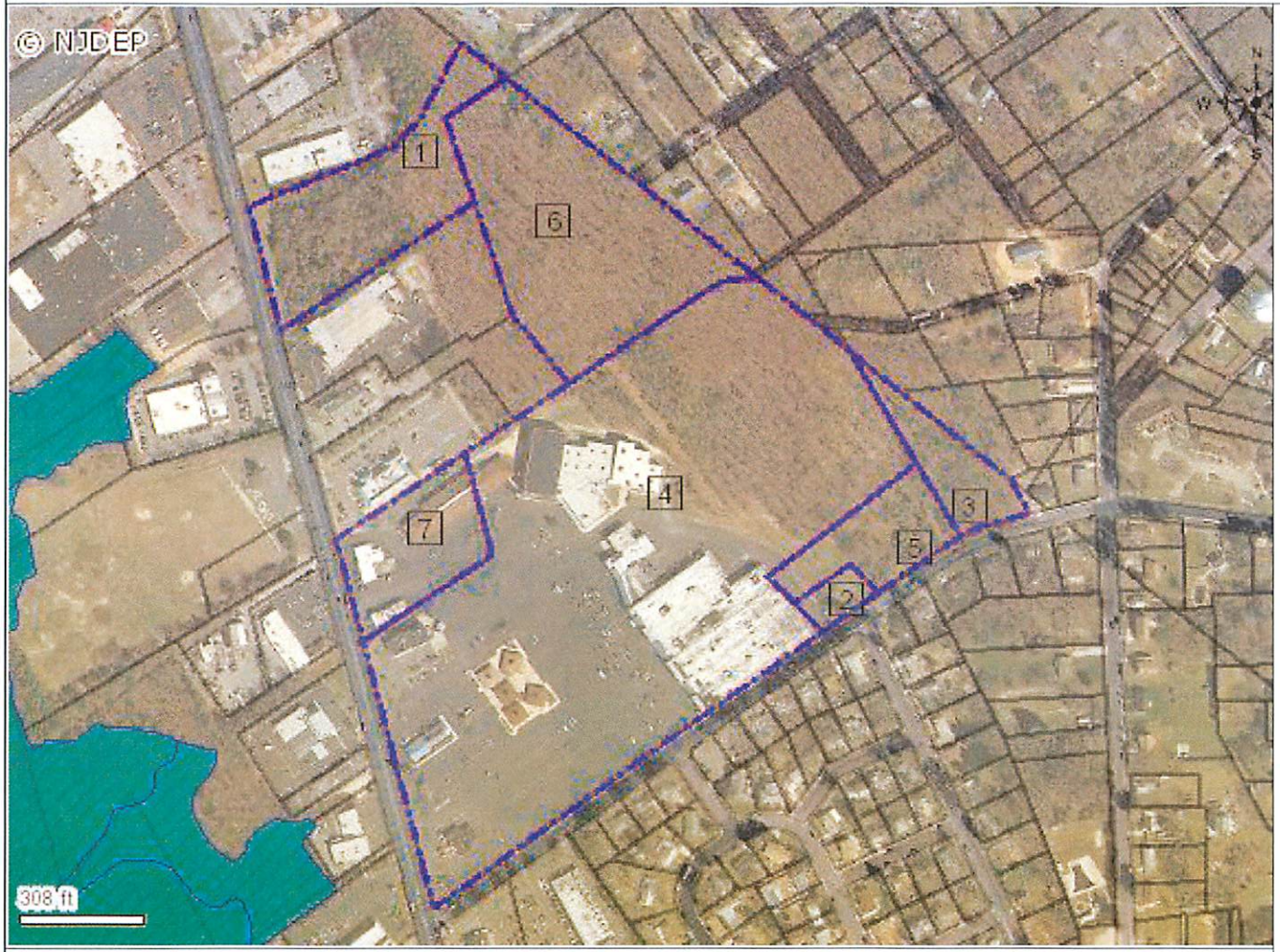
Legend

GeoWeb
Wetlands (2007)
Parcels Data (Block and Lot)
Roads NJ (Centerlines) (1:4999 to 1:999 scale)
Counties
Mid-Atlantic States
New Jersey
Other Mid-Atlantic States

1 Municipal Code: 0118, Block: 69, Lot: 1.02, Owner: CITY OF NORTHFIELD

Map Printed On {2015-01-11 13:21}

MGS Cresson Road



Legend

GeoWeb
Wetlands (2007)
Parcels Data (Block and Lot)
Counties
Mid-Atlantic States
New Jersey
Other Mid-Atlantic States

1 Municipal Code: 0118, Block: 17, Lot: 4, Owner: MAX GURWICZ & SON INC, CORP

2 Municipal Code: 0118, Block: 17, Lot: 10, Owner: GURWICZ, HERZEL

3 Municipal Code: 0118, Block: 17, Lot: 12, Owner: MAX GURWICZ & SON INC CORP

4 Municipal Code: 0118, Block: 17, Lot: 9, Owner: GURWICZ, HERZEL

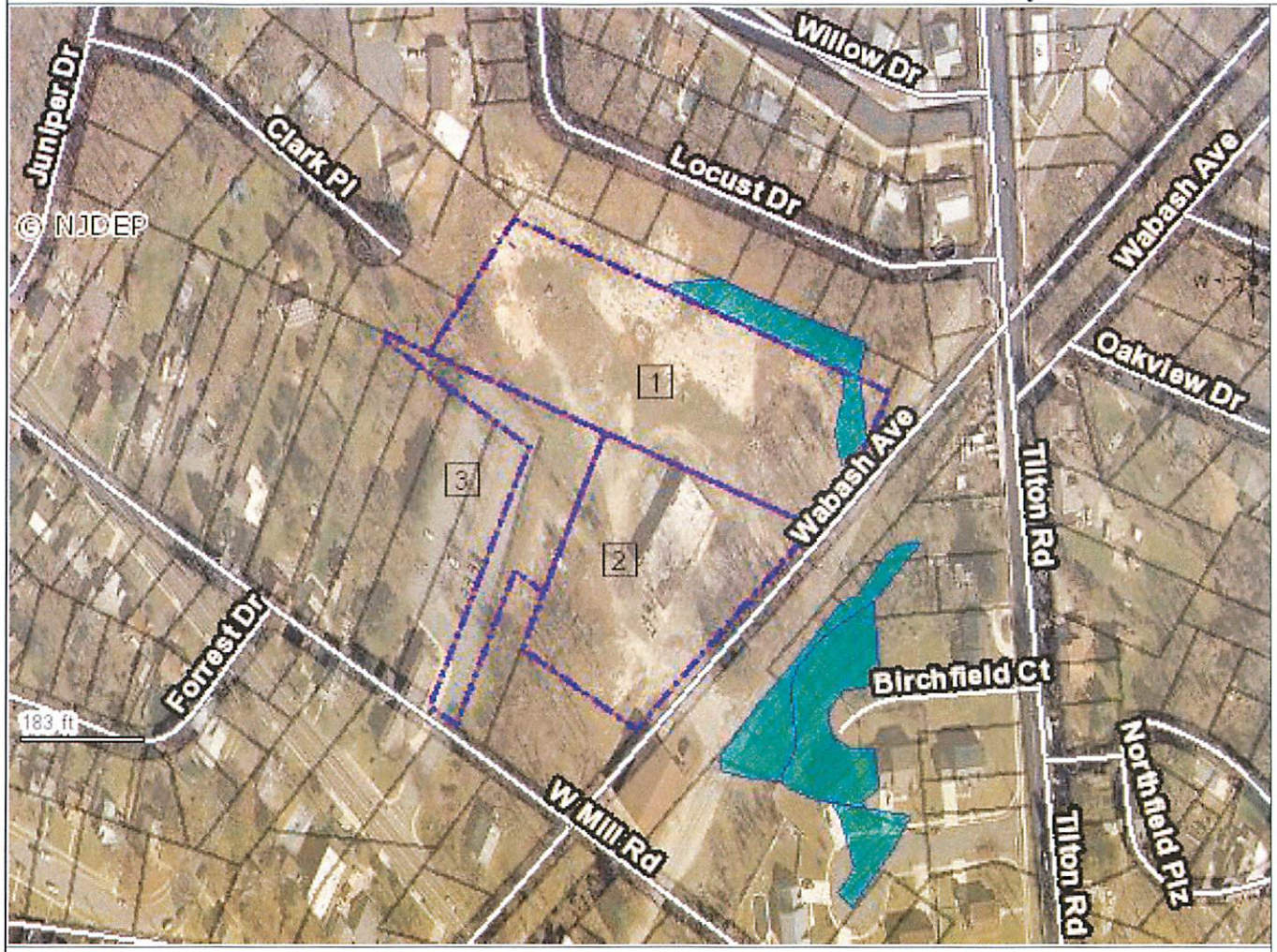
5 Municipal Code: 0118, Block: 17, Lot: 11, Owner:

6 Municipal Code: 0118, Block: 17, Lot: 8, Owner: MAX GURWICZ & SON INC CORP

7 Municipal Code: 0118, Block: 17, Lot: 7, Owner: GURWICZ, HERZEL

Map Printed On {2015-01-11 13:13}

Arthur Henry



Legend

GeoWeb
Wetlands (2007)
Parcels Data (Block and Lot)
Roads NJ (Centerlines) (1:4999 to 1:999 scale)
Counties
Mid-Atlantic States
New Jersey
Other Mid-Atlantic States

1 Municipal Code: 0118, Block: 92, Lot: 29, Owner:
2 Municipal Code: 0118, Block: 92, Lot: 28, Owner:
3 Municipal Code: 0118, Block: 92, Lot: 25, Owner: MASON PROPERTIES LLC

Map Printed On {2015-01-11 09:56}

Tilton Road Mixed-Use

Legend

GeoWeb
Wetlands (2007)
Parcels Data (Block and Lot)
Counties
Mid-Atlantic States
New Jersey
Other Mid-Atlantic States

1 Municipal Code: 0118, Block: 16.01, Lot: 52, Owner: ESTATE OF P KIEJDAN-MARITAL TRUST B
2 Municipal Code: 0118, Block: 16.01, Lot: 57, Owner: MAX GURWICZ & SONS INC

Map Printed On {2015-01-11 13:12}

Country Club

Legend

GeoWeb

Wetlands (2007)

Counties

Mid-Atlantic States

New Jersey

Other Mid-Atlantic States

1 Municipal Code: 0118, Block: 175, Lot: 48, Owner: ATLANTIC CITY COUNTRY CLUB

Map Printed On {2015-01-11 13:17}

APPENDIX 4A – Caring House 30

SUPPORTIVE HOUSING DOCUMENTATION

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Northfield | County: Atlantic

Sponsor: CARING, Inc. | Developer: CARING, Inc.

Block: 173 Lot: 7 | Street Address: 103 East Mill Road

Facility Name: CARINGHouse 30

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☑ Capital Application Funding Unit $ 100,000
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____

- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

Very low-income clients/households	____
Low-income clients/households	____
Moderate-income clients/households	____
Market-income clients/households	____

Section 4: For permanent supportive housing:

Total # of units 2, including:

# of very low-income units	5
# of low-income units	____
# of moderate-income units	____
# of market-income units	____

Section 5:

Length of Controls: 20 years

Effective Date of Controls: 10/25/11

Expiration Date of Controls: 10/25/31

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

- ☒ CO Date: 8/13/12

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: 8/23/12

Current License Date: 8/23/14

Section 7:

Has the project received project-based rental assistance? ☐ Yes ☑ No; Length of commitment: _____ years

Other operating subsidy sources: DDD Annual contract; Length of commitment: 1 years

Is the subsidy renewable? ☑ Yes ☐ No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☑ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No

Population Served (describe): ~~Developmentally disabled~~

Age-restricted? ☑ Yes ☐ No

Accessible (in accordance with NJ Barrier Free Subcode)? ☑ Yes ☐ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's xecutive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Barbara Jewell, Pres — Project Administrator — Date 1/16/15

Certified by: _____ — Municipal Housing Liaison — Date _____

CARING
Adult Healthcare Services

Barbara Jewell, RN, CALA
Acting Executive Director

April 18, 2013

Ms. Patti Amoriello, Program Development Specialist
Department of Human Services, Division of Developmental Disabilities
Southern Regional Office - Community Services
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043

Dear Ms. Amoriello:

Enclosed please find a full capital improvement package for the request of Olmstead Funds.

The location of the group home is (GH1857) located at 120 East Mill Road, Northfield, NJ 08225. Attached for your review are the following documents:

- Capital Funding Agreement
- Annexes A & B
- Notarized Promissory Note
- Payment voucher for 100%

If you have any questions or require further information, please do not hesitate to call me at (609) 484-0857, ext. 221.

Sincerely,

Naomi Miller, Director
CARINGHouse Projects, Inc.

NM/nlm
Encl.
cc: Barbara Jewell, Acting Executive Director

STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES
STANDARD LANGUAGE
CAPITAL FUNDING AGREEMENT FOR RENOVATION, REMODELING, EXTENSION OR OTHER IMPROVEMENTS TO AGENCY-OWNED OR LEASED COMMUNITY FACILITIES

TABLE OF CONTENTS

I DEFINITIONS

Agreement	1
Agreement of Ceiling	1
Agreement Funds	1
Annex(es)	1
Community-Based	2
Days	2
Department Clients	2
Division	2
Facility	2
Note	2
Notice	2
Project	2
Project Expenditures	3
Project Period	3
State	3
Total Project Cost	3

II BASIC OBLIGATIONS OF THE DEPARTMENT

2.01	Payment	3
2.02	Inspection and Monitoring	3
2.03	Referenced Materials	3

III BASIC OBLIGATIONS OF THE AGENCY

3.01	Project Implementation and Completion	3
3.02	Expenditure of Agreement Funds	4
3.03	Promissory Note	4
3.04	Matching Funds	4
3.05	Facility Restrictions	4
3.06	Project Director	4
3.07	Documents and Information	4
3.08	Compliance with Laws	4

IV SERVICE CONTRACT 5

V PROMISSORY NOTE

5.01 Note Execution 5
5.02 Note Satisfaction 5
5.03 Waiver 6

VI PAYMENT

6.01 General Payment Obligation 6
6.02 Method and Schedule of Payment 6
6.03 Payments Conditional 6

VII BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT

7.01 Books and Records 6
7.02 Reporting Requirements 7
7.03 Visitation and Inspection 7
7.04 Audit 7

VIII AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT

8.01 Agreement Term 8
8.02 Project Period 8
8.03 Amendments and Modifications 8
8.04 Closeout 9

IX DEFAULT

9.01 Causes 9
9.02 Procedures 10
9.03 Remedy 10

X MISCELLANEOUS

10.01 Assignment and Subcontracts 10
10.02 Procurement 11
10.03 Insurance 11
10.04 Indemnification 11
10.05 Insufficiency of Funds 12
10.06 Exercise of Rights 12
10.07 Application of New Jersey Law 12

AGREEMENT SIGNATURES AND DATE 13

/

AGREEMENT effective as of the date recorded on the signature page between the New Jersey Department of Human Services (the "Department") and the signatory agency (the "Agency") identified on the signature page.

WHEREAS the New Jersey Legislature has from time to time authorized the Department to expend such funds as are appropriated for renovating, remodeling, extending or otherwise improving Community-Based facilities for Department Clients; and

WHEREAS programs to award contracts for Community-Based facilities have been established by the Department to carry out such authorizations; and

WHEREAS the Agency, as a Community-Based private agency or a local government agency, is eligible to receive and desires assistance under the aforementioned appropriations.

THEREFORE the Department and the Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Agreement means this document, the Annex(es) and the Note, any additional attachments or appendices (including any approved assignments or subcontracts and any written amendments or modifications) and all supporting documents. The Agreement constitutes the entire agreement between the parties, and no amendments or modifications therefore will have any force or effect unless reduced to writing and signed by the parties' authorized agents identified in the Annex(es).

Agreement Ceiling means the amount so designated in the Annex(es) and reflects the total amount of Agreement Funds committed by the Department under this Agreement.

Agreement Funds means funds committed by the Department to the Agency pursuant to this Agreement.

Annex(es) means the attachment or attachments to this document containing at least the following information; a description of the Project; schedules for Project implementation and completion, Agency reporting of Project progress and Expenditures, and payment of Agreement Funds by the Department to the Agency; the commencement and expiration dates of the Agreement and the Project Period; the time period during which use of the Facility shall be

restricted pursuant to the terms of Section 3.05 Facility Restrictions; the names of the Project Director, the Agency officer authorized to sign this document and any other documents and papers under this Agreement, and the persons to whom Notices shall be directed; the title(s) of the Department officer(s) authorized to sign this document and any other documents and papers under this Agreement; the duties and responsibilities of the Project director; the Project budget, identifying both the Total Project Cost and the Agreement Ceiling; the sources and amounts of all funds supporting the Project; and a description of the services required to be provided in the Facility subsequent to its inspection and approval by the Department or Division and subsequent to any required licensure; A copy of the form of the Promissory Note to be executed pursuant to Section 5.01 Note Execution and the form of the statement of waiver required by Section 5.03 Waiver are appended to the Annex(es).

Community-Based means those service delivery programs or facilities which are not located on the grounds of or operated by a State institution.

Days means calendar days.

Department Client means, as appropriate clients of the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Division means as appropriate, the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Facility means the building constructed, renovated, remodeled, extended or otherwise improved in whole or in part under this Agreement. Such building is on land owned or leased by the Agency.

Note means the promissory note executed pursuant to Section 5.01 Note Execution.

Notice means an official written communication between the Department or the Division and the Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons at the addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Project means the project described in the Annex(es) for renovating, remodeling, extending or otherwise improving an already existing Community-Based facility owned or leased by the Agency.

The Project may also be for construction of a free-standing structure to stigment the client capacity or otherwise to enhance the service delivery capabilities of any already-existing Community-Based facility owned or leased by the Agency. Unless otherwise expressly approved by the Commissioner of the Department, such free-standing structure shall be erected on Agency-owned or leased land occupied by the existing Community-Based facility, and the Total Project Cost may not exceed 50 percent of the appraised value of existing structures on such land. In no case may a Community-Based facility be purchased or leased for the purpose of securing Agreement Funds under this Agreement. The Project may be wholly or partially financed with Agreement Funds.

Project Expenditure (also Expenditures) means expenditures made by the Agency in accordance with the Project budget contained in the Annex(es).

Project Period means the period, specified in the Annex(es), which span the time from implementation to completion of the Project.

State means the State of New Jersey.

Total Project Cost means the amount so designated in the Annex(es) and reflects the total cost of the Project. If the Agency provides or obtains funding in addition to Agreement Funds to support the Project, the Total Project Cost will exceed the Agreement Ceiling by the amount of such additional funds.

II BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. Payment of Agreement Funds to the Agency shall be in accordance with Article VI of this document.

Section 2.02 Inspection and Monitoring. The Department or its designee shall inspect the Project site and shall monitor Project activities for conformity with the terms of this Agreement as well as with all other applicable Departmental specifications.

Section 2.03 Referenced Materials. Upon written request of the Agency, the Department or the Division shall make available to the Agency copies of federal and State regulations and other materials specifically referenced in this document.

III BASIC OBLIGATIONS OF THE AGENCY

Section 3.01 Project Implementation and Completion. The Agency shall implement and complete the Project in accordance with the scheduled outlined in the Annex(es)

Section 3.02 Expenditure of Agreement Funds. The Agency shall expend Agreement Funds for the Project in accordance with the budget contained in the Annex(es) and for no purpose other than as reflected therein. Salaries and travel expenses for Agency employees shall not be paid by Agreement Funds, except as may be specifically approved by the Department and budgeted in the Annex(es).

With exceptions only as expressly approved by the Department, the Agency may expend Agreement Funds only during the Project Period specified in the Annex(es). When circumstances force Agency expenditures for Project-related activities prior to the Project Period, such circumstances shall be documented by the Agency and forwarded in writing to the Department. At the discretion of the Department, part or all of such expenditures may be recoverable from Agreement Funds. The Department makes no assurance that it shall permit such recovery.

Section 3.03 Promissory Note. The Agency shall execute and satisfy a promissory note in accordance with Article V of this document.

Section 3.04 Matching Funds. The Department may require that the Agency provide or obtain matching funds for the Project. Any required Agency match shall be provided in accordance with Departmental specifications.

Section 3.05 Facility Restrictions. The Agency shall agree to maintain the Facility as an approved facility for Department Clients for a period of time stipulated by the Department in accordance with written Division policies. Such time period is recorded in the Annex(es). Unless otherwise stipulated in the Annex(es), the Agency shall agree to reserve 100 percent of the Facility's maximum client capacity for Division referrals, except during such times as the Division may determine that a lesser percent is adequate.

Section 3.06 Project Director. Under the direction of the Agency's governing body, the Project director named in the Annex(es) shall be responsible for all Project activities.

Section 3.07 Documents and Information. The Agency shall furnish the Department or the Division with all documents and information required by this Agreement, as well as with any additional material which may be considered necessary by the Department or the Division in support of the Agreement.

Section 3.08 Compliance with Laws. In fulfilling its commitment under this Agreement, the Agency shall comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: the federal Civil Rights Act of

1964, as amended, P. L. 1933, Chapter 277, of the State of New Jersey, as amended (N.J.S.A. 10:2-1 et seq.) and P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A.10:5-31 et seq) pertaining to affirmative action and non-discrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap; and the New Jersey Conflicts of Interest Law (N.J.S.A. 52:13D-12 et seq.), including but not limited to those sections pertaining to contracting, solicitation, and the provision of inducements to State legislators, officers or employees. In addition, the Agency shall comply with all applicable State and local laws relating to licensure, with standards specified by the Department as appropriate to the Facility, and with all applicable policies and procedures issued by the Department or the Division.

IV SERVICE CONTRACT

The execution of this Agreement shall require execution of a separate contract or affiliation agreement for the provision of services in the Facility. The parties to such service contract shall be the Division and the Agency, or alternatively, the Division and another entity approved by the Division. The services to be provided in the Facility are described in the Annex(es).

V PROMISSORY NOTE

Section 5.01 Note Execution. Immediately upon execution of this Agreement, the Agency shall execute and deliver to the Department a promissory note in the form appended to the Annex(es). Execution of such note shall be authorized by a resolution of the Agency's governing body. The amount of the note shall equal the amount of the Agreement Ceiling. At the conclusion of the Project Period, should the actual amount of Project Expenditures approved for payment by the Department differ from the Agreement Ceiling as reflected in the Annex(es), an amended note shall be executed by the Agency in the amount actually paid, or approved for payment, by the Department to the Agency. The amended note shall be delivered to the Department and shall replace the note originally delivered. Until such time as the amended note is executed, any funds paid by the Department to the Agency in excess of the amount of the original note shall be subject to repayment by the Agency or cancellation under the terms of this Agreement.

Section 5.02 Note Satisfaction. The amount of the Note shall be reduced according to the following formula for each full year credited toward satisfaction of the Agency's obligation to the Department:

AR = 1/X, where AR represents the rate of annual reduction in the Amount of the Note and X represents the number of years of the Agency's obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions and recorded in the Annex(es).

Section 5.03 Waiver. In cases where the Agency is a licensed health care facility classified by the Department of Health as an acute care hospital, the Department may waive the requirement of a Promissory Note.

The Agency shall request the waiver and document the hardship in writing. The final decision rests solely with the Department on the granting of a waiver. Any such waiver granted shall be documented by a written statement signed by the same Department official who signed the Agreement on the same date. A copy of this statement shall be appended to the Agreement.

VI PAYMENT

Section 6.01 General Payment Obligation. Except as otherwise limited or precluded in this Agreement, and contingent upon satisfactory fulfillment of the Agency's obligations as set forth in Section 3.01 Project Implementation and Completion, the Department shall pay the Agency the lesser of (a) the Agreement Ceiling or (b) an amount which bears the same percentage relationship to aggregate Project Expenditures as the Agreement Ceiling bears to the Total Project Cost.

Section 6.02 Method and Schedule of Payment. The Agency shall be paid under this Agreement in accordance with the method and schedule outlined in the Annex(es). Where applicable, the Department reserves the right to require written verification from the Project architect, contractor or other appropriate person, certifying the percentage of the Project completed to the date of Agency billing. In addition, the Department may require copies of statements from parties involved in Project activities.

Section 6.03 Payments Conditional. All payments by the Department under this Agreement shall be subject to revision on the basis of an audit conducted under Section 7.04 Audit.

VII BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT

Section 7.01 Books and Records. The Agency shall maintain such books, records and accounts as are considered necessary by the Department to ensure an accurate and adequate accounting of all receipts, expenditures and available funds, regardless of their source, relating to the Project. A separate bank account shall be established for Agreement Funds to ensure that they are identifiable for monitoring and auditing purposes and that co-mingling of Agreement Funds does not occur.

All books, records and documents of any kind pertaining to this agreement shall be retained by the Agency for a minimum of four years after expiration or termination of the Agreement. Such requirement can be waived only by written authorization of the Department.

Section 7.02 Reporting Requirements. The Agency shall report Project progress and Expenditures to the Department in accordance with the schedule and procedures established in the Annex(es).

Section 7.03 Visitation and Inspection. The Agency's books, records and facilities, as well as the Project site itself, shall be available for inspection by authorized representatives of the Department, the Division and any other appropriate unit, agency or agent of State or local government. At the discretion of the Department, visitations and inspections may be at any time and may be announced or unannounced. The Agency's obligation to make available its books and records for on-site inspection, however, shall be limited to regular business hours.

Section 7.04 Audit. At any time during the Agreement term, the Agency's overall operations, its compliance with specific Agreement provisions, and the operations of any assignees or subcontractors engaged by the Agency under Section 10.01 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State government, or by a private firm retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Agreement term, a final financial and compliance audit of Project operations, including the relevant operations of any assignees or subcontractors, shall be conducted. Generally such audit shall be initiated within two years after expiration of the Project Period. Should extraordinary circumstances prevent this form occurring, the final audit shall commence as soon as feasible thereafter. The final audit shall be performed by a unit or agency of State government or by a private firm retained for such purpose by the Department or the Agency and shall follow guidelines issued by the Department. Final financial settlement of this Agreement shall be contingent upon the findings of the final audit.

All provisions of Section 7.03 Visitation and Inspection shall apply to the Agency and to any assignees or subcontractors in the case of any visitations or inspections made for the purpose of audit. The Department reserves the right to have access to all written material, including but not limited to work papers, generated in connection with any audit conducted. Should the Agency retain a private audit firm, the Agency shall ensure that the instrument used to engage such firm contains cxpress reference to the Department's right of access pursuant to this section.

VIII AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT.

Section 8.01 Agreement Term. This Agreement shall commence and expire on the dates specified in the Annex(es). The Agreement's expiration date shall coincide with the date on which the Agency shall have satisfied its obligation to the Department as established pursuant to the terms of Section 3.305 Facility Restrictions and recorded in the Annex(es).

Notwithstanding the foregoing, the Agency retains the right, during the Agreement term. to terminate this Agreement upon six months' notice to the Department. Should such termination occur, the Department may require that the Agency pay the Department an amount up to the balance remaining on the Promissory Note executed pursuant to Section 5.01 Note Execution. Such balance shall be calculated by (a) prorating the original amount of the Note over the number of years of the Agency's obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions, and (b) subtracting from the original amount of the Note the prorated annual figure multiplied by the number of full years elapsed between Agreement commencement and termination. If the requirement of a Promissory Note has been waived pursuant to Section 5.03 Waiver, the Department may require the Agency to pay liquidated damages equal to the amount which would have been due under a Promissory Note as calculated above.

The Department retains the right, during the Agreement term, to terminate this Agreement upon six months' Notice to the Agency. In the event the Department exercises this right and the Agency is not in default under Article IX Default, the Department shall not require any payment from the Agency either on the Promissory Note executed pursuant to Section 5.01 Note Execution or as liquidated damages.

Section 8.02 Projected Period. The Project Period shall commence on the same date as the Agreement and shall expire on the date specified in the Annex(es). The Project Period may be extended only upon written authorization of the Department.

Section 8.03 Amendments and Modifications. Except as may otherwise be provided for in this document, all amendments and modifications to the terms of this Agreement shall be consistent with Department or Division policies and shall be accomplished by means of a written agreement signed by the parties' authorized agents as set forth in the Annex(es). All written amendments and modifications shall become part of this Agreement and shall be appended to this document.

Section 8.04 Closeout. All financial accounts under this Agreement, with the except of the promissory note executed pursuant to Section 5.01 Note Execution, shall be settled as accurately as possible within 90 days after expiration of the Project Period and shall be settled finally based upon the results of the final audit conducted under Section 7.04 Audit. Any unexpended Agreement Funds in the possession of the Agency shall be returned to the Department within the 90 days closeout period. The Note shall be satisfied in accordance with Section 5.02 Note Satisfaction.

Except as may otherwise be provided for in this document, all non-financial obligations of both parties shall continue after the Project Period and shall cease on the effective date of expiration or termination of the Agreement.

IX DEFAULT

Section 9.01 Causes. The occurrence of any of the following may be considered by the Department as Agency default of this Agreement:

(a) Agency failure, judged to be substantial by the Department, to abide by Project specifications stipulated in the Annex(es);

(b) Agency failure, judged to be substantial by the Department, to adhere to the schedule established in the Annex(es) established in the Annex(es) for Project implementation and completion;

(c) Any Agency use of Agreement Funds for purposes other than as approved by the Department and specified in the Annex(es);

(d) Agency submission to the Department or the Division of reports or other documents that are inaccurate or incomplete in any material respect;

(e) Agency refusal or failure to permit the Department, the Division or a designee of the Department to inspect the Agency's facilities, including the Project site, or to review and monitor Agency administrative records and operational practices;

(f) Agency use of Agreement Funds to employ or otherwise compensate directly or indirectly any employee of the Department;

(g) Department discovery, in the absence of Agency disclosure, of any pecuniary or personal interest by the Agency its officer, trustees, directors or employee in any

assignment or subcontract executed pursuant to Section 10.01 Assignment and Subcontracts;

(h) conduct or acts, including but not limited to alleged or adjudged criminal activity, on the part of the Agency, its officer, trustees, directors or employees, which are detrimental to the reputation of the Agency or the Department;

(i) Agency failure, judged to be substantial by the Department, to comply with the terms and conditions of this Agreement.

Section 9.02 Procedures. Upon occurrence of any of the events enumerated in Section 9.01 Causes, the Department may give Notice to the Agency that it is in default of this Agreement and may elect either to terminate the Agreement on a date of the Department's choosing or to invoke the remedy provision set forth in Section 9.03 Remedy. Should the Agreement be terminated pursuant to this section, the Department may require that the Agency pay the Department an amount up to the balance remaining on the promissory note executed pursuant to Section 5.01 Note Execution. Such balance shall be calculated in the manner specified in Section 8.01 Agreement Term. If the requirement of a Promissory Note has been waived pursuant to Section 5.03 Waiver, the Department may require the Agency to pay liquidated damages equal-to the amount which would have been due under a Promissory Note calculated as specified in Section 8.01 Agreement Term.

Section 9.03 Remedy. In lieu of terminating this Agreement in the event of default, the Department may advise the Agency, in the Notice of default, of specific measures the Agency must undertake to remedy the default by a date of the Department's choosing. Such date shall be no more than six months from the date of the Notice of default and may be extended only at the discretion of the Department and upon Notice to the Agency. The Department's election of this provision shall in no way limit or preclude its right to terminate the Agreement upon Notice to the Agency should the Agency fail to adhere to the remedy measures or the time schedule specified in the Notice of default.

X MISCELLANEOUS

Section 10.01 Assignment and Subcontracts. No rights or obligations of the Agency under this Agreement may be assigned or subcontracted by the Agency, except as may be provided for within the terms of this Agreement or with the prior written approval of the

Department. All approved assignments and subcontracts shall become part of this Agreement and shall be subject to its terms. The Agency shall bear full responsibility, without recourse to the State or any of its subdivisions, for performance under any approved assignment or subcontract. The Agency shall forward copies of all assignment and subcontract documents to the Department and shall retain copies of them on file together with this document.

Section 10.02 Procurement. The Agency shall bear full responsibility, without recourse to the State or any of its subdivision, for the settlement and satisfaction of any issues arising from any procurement arrangement entered into in support of this Agreement.

Section 10.03 Insurance. The Agency and any assignees or subcontractors engaged in construction, renovation, remodeling, extending or otherwise improving the Facility shall obtain the following types of insurance in coverage amounts judged adequate by the Department;

(a) worker's compensation

(b) general liability, including completed operations, broad form property damage and broad form contractual coverage;

(c) fire insurance with extended coverage, such coverage to be equal to the to the replacement value of the Facility without any co-insurance; and

(d) builder's risk, on an all-risk basis.

In addition, the Department may require the Agency and any assignees or subcontractors to obtain a completion bond and/or to maintain any other type of insurance coverage considered necessary by the Department. The State, which shall include the Department, shall be included as an additional named insured on any insurance policy applicable to the Project. The Department may require such proof of the required insurance and/or bond as it deems appropriate at any time during the Project Period.

Section 10.04 Indemnification. The Agency shall defend, indemnify and otherwise save harmless the State of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Agency or its agents, employees, servants, subcontractors,

material suppliers or others working for the Agency, irrespective of whether such risks are within or beyond the control of the Agency,, or (b) which arise from any failure to perform the Agency's obligations under this Agreement or any improper performance.

Nothwithstanding the Agency's responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Agreement.

Section 10.05 Insufficiency of Funds. The Agency and the Department recognize that this Agreement is dependent upon funding through State appropriations. The Department shall not be held responsible for any breach of this Agreement arising duc to insufficiency of such appropriations.

Section 10.06 Exercise of Rights. A failure or a delay on the part of the Department or the Agency in exercising any right, power or privilege under this Agreement shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 10.06 Application of New Jersey Law. The parties to this Agreement hereby acknowledge that this Agreement is governed by New Jersey law, including the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:11113=1 et. seq.) governing the Department's liability in any dispute that may arise under this Agreement.

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

By:_____
Assistant Commissioner, DDD
Department of Human Services, State of New Jersey

By: Barbara Jewell, Pres. L.S.
Authorized Agency Representative

NAME: Barbara Jewell

TITLE: Acting Executive Director

AGENCY: CARING, Inc.

ADDRESS: 407 W. Delilah Road

Pleasantville, NJ 08232

AGREEMENT DATED:

April 8, 2013

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

ANNEX A - PROJECT SUMMARY

1. This Agreement commences on April 8, 2013 and expires on April 8, 2032

2. Legal Name of Agency: CARING, Inc.

3. Agency Address (Including P.O. Box, City, State, Zip Code, County):

407 West Delilah Road
PO Box 964
Pleasantville, New Jersey 08232

4. Date of Agency Incorporation: 7/25/83
5. Federal I.D. Number: 22-2464198
6. Project Location (Street, Address, City, State, County):

CARINGHouse45 (GH1857)
120 East Mill Road, Northfield, NJ 08225

7. Project Scope:

_____Purchase	_____Land	_____Existing Building(s)
_____Renovation	_____Expansion of Existing Facility	
_____New Construction	_____Equipment	

8. The Project Period Commences on February 22, 2013 and expires on February 22, 2014

9. Project Director:

Name: *Naomi Miller*
Address: PO Box 964
Pleasantville, NJ 08232

Phone: (609) 484-7050

10. Agency Officer authorized to sign this and other documents:

Name: *Barbara Jewell*
Address PO Box 964
Pleasantville, NJ 08232

Phone: (609) 484-7050

11. Person to whom notices shall be directed:

a) Agency
Name: Naomi Miller
Address: PO Box 964
Pleasantville, NJ 08232

b) Department
Name: Ms. Patti Amoriello, Program Development Specialist
Address: Southern Regional Office-Community Services
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043

/

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency: CARING, Inc.

2. Project Location (street address, city, and state):
   CARINGHouse45 (GH1857)
   120 East Mill Road, Northfield, NJ 08225

3. Name and Address of Contractor:
   Sal Orapallo, General Contractor
   3 Jenny Lyn Drive
   Northfield, NJ 08225

4. Project Total: $100,000.00 Agreement Ceiling $100,000.00

5. Scope of Work Covered by Agreement: (Attach copies of the bids)

Names of Olmstead individuals to be served (minimum of 3): Wendy Hart, Olga Volov, Levorce Thorton and Jean Faith. Amount of Olmstead Capital Funding Request (Up to 25K per person): $100,000.00

PROMISSORY NOTE

$ 100,000.00 April 8, 2013

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated April 8, 2013,

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, One Hundred Thousand Dollars ($100,000.00) dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY: Barbara Jewell, Pres L.S.
Authorized Agency Representative

NAME: Barbara Jewell

TITLE: Acting Executive Director

AGENCY: CARING, Inc.

ADDRESS: PO Box 964
Pleasantville, New Jersey 08232

Notarized by: Nancy Mancuso

Date: 4/18/13

NANCY MANCUSO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 21, 2017

STATE OF NEW JERSEY

PAYMENT VOUCHER

(VENDOR INVOICE)

PO#	PV DATE

DOCUMENT TC	DOCUMENT AGY	DOCUMENT NUMBER	BATCH TC	BATCH AGY	BATCH NUMBER	ACTG. PER.	FY

PP START MO	PP START DY	PP START YR	SCHED PAY MO	SCHED PAY DY	SCHED PAY YR	CHK CAT	OFF LIAB	F A	RF TY	CK FL	(A) VENDOR ID NUMBER

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT
					100,000.00

(D) PAYEE NAME AND ADDRESS

CARING, Inc.
PO Box 964
Pleasantville, NJ 08232

(E) SEND COMPLETED FORM TO:

Department of Human Services/DDD
Ms. Patti Amoriello, Program Development Specialist
Southern Regional Office - Community Services
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ Barbara Gaskell, Psy.D.
PAYEE SIGNATURE

Acting Executive Director
PAYEE TITLE

BILLING DATE 04/18/2013

LINE NO	REFERENCE CD	REFERENCE AGY	REFERENCE NUMBER	REFERENCE LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	100% of Olmstead Funding for GH1857. At the following location: 120 East Mill Road, Northfield, NJ (GH1857)				$100,000.00
				TOTAL	$100,000.00

DO NOT COMPLETE SIGNATURE SECTIONS LISTED BELOW . FOR STATE OFFICIAL USE ONLY!!

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.	CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.
Signature	Authorized Signature
Title / Date	Title / Date

1

APPENDIX 4B – Caring House 45

SUPPORTIVE HOUSING DOCUMENTATION

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Northfield | County: Atlantic

Sponsor: CARING, Inc. | Developer: CARING, Inc.

Block: 168 Lot: 12 | Street Address: 120 East Mill Road

Facility Name: CARINGHouse 45

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☑ Capital Application Funding Unit $ 100,000
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

- Very low-income clients/households _____
- Low-income clients/households _____
- Moderate-income clients/households _____
- Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units 1, including:

- # of very low-income units 5
- # of low-income units _____
- # of moderate-income units _____
- # of market-income units _____

Section 5:

Length of Controls: 20 years

Effective Date of Controls: 4/8/2013

Expiration Date of Controls: 4/8/2033

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

☑ CO Date: 11/16/14

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: 2/12/14

Current License Date: 2/12/14

Section 7:

Has the project received project-based rental assistance? ☐ Yes ☑ No; Length of commitment: _____ years

Other operating subsidy sources: DDD Annual contract ; Length of commitment: 1 years

Is the subsidy renewable? ☑ Yes ☐ No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☑ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No

Population Served (describe): ~~Developmentally disabled~~

Age-restricted? ☑ Yes ☐ No

Accessible (in accordance with NJ Barrier Free Subcode)? ☑ Yes ☐ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's xecutive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Barbara A Jewell, Pres — Project Administrator — Date 1/6/15

Certified by: _____ — Municipal Housing Liaison — Date _____

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Northfield — County: Atlantic

Sponsor: CARING, Inc. — Developer: CARING, Inc.

Block: 173 Lot: 7 — Street Address: 103 East Mill Road

Facility Name: CARINGHouse 30

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☑ Capital Application Funding Unit $ 100,000
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:

- Very low-income clients/households ____
- Low-income clients/households ____
- Moderate-income clients/households ____
- Market-income clients/households ____

Section 4: For permanent supportive housing:

Total # of units 2, including:

- # of very low-income units 5
- # of low-income units ____
- # of moderate-income units ____
- # of market-income units ____

Section 5:

Length of Controls: 20 years

Effective Date of Controls: 10/25/20

Expiration Date of Controls: 10/25/20

Average Length of Stay: _____ months (transitional facilities only)

Section 6:

☑ CO Date: 8/13/12

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF

☐ Other _____

Initial License Date: 8/23/12

Current License Date: 8/23/14

Section 7:

Has the project received project-based rental assistance? ☐ Yes ☑ No; Length of commitment: _____ years

Other operating subsidy sources: DDD Annual contract : Length of commitment: 1 years

Is the subsidy renewable? ☑ Yes ☐ No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☑ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No

Population Served (describe): ~~Developmentally disabled~~

Age-restricted? ☑ Yes ☐ No

Accessible (in accordance with NJ Barrier Free Subcode)? ☑ Yes ☐ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's xecutive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ Project Administrator — Date _____

Certified by: _____ Municipal Housing Liaison — Date _____

STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES
STANDARD LANGUAGE
CAPITAL FUNDING AGREEMENT FOR RENOVATION, REMODELING, EXTENSION OR OTHER IMPROVEMENTS TO AGENCY-OWNED OR LEASED COMMUNITY FACILITIES

TABLE OF CONTENTS

I DEFINITIONS

Agreement	1
Agreement of Ceiling	1
Agreement Funds	1
Annex(es)	1
Community-Based	2
Days	2
Department Clients	2
Division	2
Facility	2
Note	2
Notice	2
Project	2
Project Expenditures	3
Project Period	3
State	3
Total Project Cost	3

II BASIC OBLIGATIONS OF THE DEPARTMENT

2.01	Payment	3
2.02	Inspection and Monitoring	3
2.03	Referenced Materials	3

III BASIC OBLIGATIONS OF THE AGENCY

3.01	Project Implementation and Completion	3
3.02	Expenditure of Agreement Funds	4
3.03	Promissory Note	4
3.04	Matching Funds	4
3.05	Facility Restrictions	4
3.06	Project Director	4
3.07	Documents and Information	4
3.08	Compliance with Laws	4

IV SERVICE CONTRACT 5

V PROMISSORY NOTE

5.01 Note Execution 5
5.02 Note Satisfaction 5
5.03 Waiver 6

VI PAYMENT

6.01 General Payment Obligation 6
6.02 Method and Schedule of Payment 6
6.03 Payments Conditional 6

VII BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT

7.01 Books and Records 6
7.02 Reporting Requirements 7
7.03 Visitation and Inspection 7
7.04 Audit 7

VIII AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT

8.01 Agreement Term 8
8.02 Project Period 8
8.03 Amendments and Modifications 8
8.04 Closeout 9

IX DEFAULT

9.01 Causes 9
9.02 Procedures 10
9.03 Remedy 10

X MISCELLANEOUS

10.01 Assignment and Subcontracts 10
10.02 Procurement 11
10.03 Insurance 11
10.04 Indemnification 11
10.05 Insufficiency of Funds 12
10.06 Exercise of Rights 12
10.07 Application of New Jersey Law 12

AGREEMENT SIGNATURES AND DATE 13

AGREEMENT effective as of the date recorded on the signature page between the New Jersey Department of Human Services (the "Department") and the signatory agency (the "Agency") identified on the signature page.

WHEREAS the New Jersey Legislature has from time to time authorized the Department to expend such funds as are appropriated for renovating, remodeling, extending or otherwise improving Community-Based facilities for Department Clients; and

WHEREAS programs to award contracts for Community-Based facilities have been established by the Department to carry out such authorizations; and

WHEREAS the Agency, as a Community-Based private agency or a local government agency, is eligible to receive and desires assistance under the aforementioned appropriations.

THEREFORE the Department and the Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Agreement means this document, the Annex(es) and the Note, any additional attachments or appendices (including any approved assignments or subcontracts and any written amendments or modifications) and all supporting documents. The Agreement constitutes the entire agreement between the parties, and no amendments or modifications therefore will have any force or effect unless reduced to writing and signed by the parties' authorized agents identified in the Annex(es).

Agreement Ceiling means the amount so designated in the Annex(es) and reflects the total amount of Agreement Funds committed by the Department under this Agreement.

Agreement Funds means funds committed by the Department to the Agency pursuant to this Agreement.

Annex(es) means the attachment or attachments to this document containing at least the following information; a description of the Project; schedules for Project implementation and completion, Agency reporting of Project progress and Expenditures, and payment of Agreement Funds by the Department to the Agency; the commencement and expiration dates of the Agreement and the Project Period; the time period during which use of the Facility shall be

restricted pursuant to the terms of Section 3.05 Facility Restrictions; the names of the Project Director, the Agency officer authorized to sign this document and any other documents and papers under this Agreement, and the persons to whom Notices shall be directed; the title(s) of the Department officer(s) authorized to sign this document and any other documents and papers under this Agreement; the duties and responsibilities of the Project director; the Project budget, identifying both the Total Project Cost and the Agreement Ceiling; the sources and amounts of all funds supporting the Project; and a description of the services required to be provided in the Facility subsequent to its inspection and approval by the Department or Division and subsequent to any required licensure; A copy of the form of the Promissory Note to be executed pursuant to Section 5.01 Note Execution and the form of the statement of waiver required by Section 5.03 Waiver are appended to the Annex(es).

Community-Based means those service delivery programs or facilities which are not located on the grounds of or operated by a State institution.

Days means calendar days.

Department Client means, as appropriate clients of the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Division means as appropriate, the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Facility means the building constructed, renovated, remodeled, extended or otherwise improved in whole or in part under this Agreement. Such building is on land owned or leased by the Agency.

Note means the promissory note executed pursuant to Section 5.01 Note Execution.

Notice means an official written communication between the Department or the Division and the Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons at the addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Project means the project described in the Annex(es) for renovating, remodeling, extending or otherwise improving an already existing Community-Based facility owned or leased by the Agency.

The Project may also be for construction of a free-standing structure to stigment the client capacity or otherwise to enhance the service delivery capabilities of any already-existing Community-Based facility owned or leased by the Agency. Unless otherwise expressly approved by the Commissioner of the Department, such free-standing structure shall be erected on Agency-owned or leased land occupied by the existing Community-Based facility, and the Total Project Cost may not exceed 50 percent of the appraised value of existing structures on such land. In no case may a Community-Based facility be purchased or leased for the purpose of securing Agreement Funds under this Agreement. The Project may be wholly or partially financed with Agreement Funds.

Project Expenditure (also Expenditures) means expenditures made by the Agency in accordance with the Project budget contained in the Annex(es).

Project Period means the period, specified in the Annex(es), which span the time from implementation to completion of the Project.

State means the State of New Jersey.

Total Project Cost means the amount so designated in the Annex(es) and reflects the total cost of the Project. If the Agency provides or obtains funding in addition to Agreement Funds to support the Project, the Total Project Cost will exceed the Agreement Ceiling by the amount of such additional funds.

II BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. Payment of Agreement Funds to the Agency shall be in accordance with Article VI of this document.

Section 2.02 Inspection and Monitoring. The Department or its designee shall inspect the Project site and shall monitor Project activities for conformity with the terms of this Agreement as well as with all other applicable Departmental specifications.

Section 2.03 Referenced Materials. Upon written request of the Agency, the Department or the Division shall make available to the Agency copies of federal and State regulations and other materials specifically referenced in this document.

III BASIC OBLIGATIONS OF THE AGENCY

Section 3.01 Project Implementation and Completion. The Agency shall implement and complete the Project in accordance with the scheduled outlined in the Annex(es)

Section 3.02 Expenditure of Agreement Funds. The Agency shall expend Agreement Funds for the Project in accordance with the budget contained in the Annex(es) and for no purpose other than as reflected therein. Salaries and travel expenses for Agency employees shall not be paid by Agreement Funds, except as may be specifically approved by the Department and budgeted in the Annex(es).

With exceptions only as expressly approved by the Department, the Agency may expend Agreement Funds only during the Project Period specified in the Annex(es). When circumstances force Agency expenditures for Project-related activities prior to the Project Period, such circumstances shall be documented by the Agency and forwarded in writing to the Department. At the discretion of the Department, part or all of such expenditures may be recoverable from Agreement Funds. The Department makes no assurance that it shall permit such recovery.

Section 3.03 Promissory Note. The Agency shall execute and satisfy a promissory note in accordance with Article V of this document.

Section 3.04 Matching Funds. The Department may require that the Agency provide or obtain matching funds for the Project. Any required Agency match shall be provided in accordance with Departmental specifications.

Section 3.05 Facility Restrictions. The Agency shall agree to maintain the Facility as an approved facility for Department Clients for a period of time stipulated by the Department in accordance with written Division policies. Such time period is recorded in the Annex(es). Unless otherwise stipulated in the Annex(es), the Agency shall agree to reserve 100 percent of the Facility's maximum client capacity for Division referrals, except during such times as the Division may determine that a lesser percent is adequate.

Section 3.06 Project Director. Under the direction of the Agency's governing body, the Project director named in the Annex(es) shall be responsible for all Project activities.

Section 3.07 Documents and Information. The Agency shall furnish the Department or the Division with all documents and information required by this Agreement, as well as with any additional material which may be considered necessary by the Department or the Division in support of the Agreement.

Section 3.08 Compliance with Laws. In fulfilling its commitment under this Agreement, the Agency shall comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: the federal Civil Rights Act of

1964, as amended, P. L. 1933, Chapter 277, of the State of New Jersey, as amended (N.J.S.A. 10:2-1 et seq.) and P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A.10:5-31 et seq) pertaining to affirmative action and non-discrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap; and the New Jersey Conflicts of Interest Law (N.J.S.A. 52:13D-12 et seq.), including but not limited to those sections pertaining to contracting, solicitation, and the provision of inducements to State legislators, officers or employees. In addition, the Agency shall comply with all applicable State and local laws relating to licensure, with standards specified by the Department as appropriate to the Facility, and with all applicable policies and procedures issued by the Department or the Division.

IV SERVICE CONTRACT

The execution of this Agreement shall require execution of a separate contract or affiliation agreement for the provision of services in the Facility. The parties to such service contract shall be the Division and the Agency, or alternatively, the Division and another entity approved by the Division. The services to be provided in the Facility are described in the Annex(es).

V PROMISSORY NOTE

Section 5.01 Note Execution. Immediately upon execution of this Agreement, the Agency shall execute and deliver to the Department a promissory note in the form appended to the Annex(es). Execution of such note shall be authorized by a resolution of the Agency's governing body. The amount of the note shall equal the amount of the Agreement Ceiling. At the conclusion of the Project Period, should the actual amount of Project Expenditures approved for payment by the Department differ from the Agreement Ceiling as reflected in the Annex(es), an amended note shall be executed by the Agency in the amount actually paid, or approved for payment, by the Department to the Agency. The amended note shall be delivered to the Department and shall replace the note originally delivered. Until such time as the amended note is executed, any funds paid by the Department to the Agency in excess of the amount of the original note shall be subject to repayment by the Agency or cancellation under the terms of this Agreement.

Section 5.02 Note Satisfaction. The amount of the Note shall be reduced according to the following formula for each full year credited toward satisfaction of the Agency's obligation to the Department:

AR = 1/X, where AR represents the rate of annual reduction in the Amount of the Note and X represents the number of years of the Agency's obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions and recorded in the Annex(es).

Section 5.03 Waiver. In cases where the Agency is a licensed health care facility classified by the Department of Health as an acute care hospital, the Department may waive the requirement of a Promissory Note.

The Agency shall request the waiver and document the hardship in writing. The final decision rests solely with the Department on the granting of a waiver. Any such waiver granted shall be documented by a written statement signed by the same Department official who signed the Agreement on the same date. A copy of this statement shall be appended to the Agreement.

VI PAYMENT

Section 6.01 General Payment Obligation. Except as otherwise limited or precluded in this Agreement, and contingent upon satisfactory fulfillment of the Agency's obligations as set forth in Section 3.01 Project Implementation and Completion, the Department shall pay the Agency the lesser of (a) the Agreement Ceiling or (b) an amount which bears the same percentage relationship to aggregate Project Expenditures as the Agreement Ceiling bears to the Total Project Cost.

Section 6.02 Method and Schedule of Payment. The Agency shall be paid under this Agreement in accordance with the method and schedule outlined in the Annex(es). Where applicable, the Department reserves the right to require written verification from the Project architect, contractor or other appropriate person, certifying the percentage of the Project completed to the date of Agency billing. In addition, the Department may require copies of statements from parties involved in Project activities.

Section 6.03 Payments Conditional. All payments by the Department under this Agreement shall be subject to revision on the basis of an audit conducted under Section 7.04 Audit.

VII BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT

Section 7.01 Books and Records. The Agency shall maintain such books, records and accounts as are considered necessary by the Department to ensure an accurate and adequate accounting of all receipts, expenditures and available funds, regardless of their source, relating to the Project. A separate bank account shall be established for Agreement Funds to ensure that they are identifiable for monitoring and auditing purposes and that co-mingling of Agreement Funds does not occur.

All books, records and documents of any kind pertaining to this agreement shall be retained by the Agency for a minimum of four years after expiration or termination of the Agreement. Such requirement can be waived only by written authorization of the Department.

Section 7.02 Reporting Requirements. The Agency shall report Project progress and Expenditures to the Department in accordance with the schedule and procedures established in the Annex(es).

Section 7.03 Visitation and Inspection. The Agency's books, records and facilities, as well as the Project site itself, shall be available for inspection by authorized representatives of the Department, the Division and any other appropriate unit, agency or agent of State or local government. At the discretion of the Department, visitations and inspections may be at any time and may be announced or unannounced. The Agency's obligation to make available its books and records for on-site inspection, however, shall be limited to regular business hours.

Section 7.04 Audit. At any time during the Agreement term, the Agency's overall operations, its compliance with specific Agreement provisions, and the operations of any assignees or subcontractors engaged by the Agency under Section 10.01 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State government, or by a private firm retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Agreement term, a final financial and compliance audit of Project operations, including the relevant operations of any assignees or subcontractors, shall be conducted. Generally such audit shall be initiated within two years after expiration of the Project Period. Should extraordinary circumstances prevent this form occurring, the final audit shall commence as soon as feasible thereafter. The final audit shall be performed by a unit or agency of State government or by a private firm retained for such purpose by the Department or the Agency and shall follow guidelines issued by the Department. Final financial settlement of this Agreement shall be contingent upon the findings of the final audit.

All provisions of Section 7.03 Visitation and Inspection shall apply to the Agency and to any assignees or subcontractors in the case of any visitations or inspections made for the purpose of audit. The Department reserves the right to have access to all written material, including but not limited to work papers, generated in connection with any audit conducted. Should the Agency retain a private audit firm, the Agency shall ensure that the instrument used to engage such firm contains express reference to the Department's right of access pursuant to this section.

VIII AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT.

Section 8.01 Agreement Term. This Agreement shall commence and expire on the dates specified in the Annex(es). The Agreement's expiration date shall coincide with the date on which the Agency shall have satisfied its obligation to the Department as established pursuant to the terms of Section 3.305 Facility Restrictions and recorded in the Annex(es).

Notwithstanding the foregoing, the Agency retains the right, during the Agreement term. to terminate this Agreement upon six months' notice to the Department. Should such termination occur, the Department may require that the Agency pay the Department an amount up to the balance remaining on the Promissory Note executed pursuant to Section 5.01 Note Execution. Such balance shall be calculated by (a) prorating the original amount of the Note over the number of years of the Agency's obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions, and (b) subtracting from the original amount of the Note the prorated annual figure multiplied by the number of full years elapsed between Agreement commencement and termination. If the requirement of a Promissory Note has been waived pursuant to Section 5.03 Waiver, the Department may require the Agency to pay liquidated damages equal to the amount which would have been due under a Promissory Note as calculated above.

The Department retains the right, during the Agreement term, to terminate this Agreement upon six months' Notice to the Agency. In the event the Department exercises this right and the Agency is not in default under Article IX Default, the Department shall not require any payment from the Agency either on the Promissory Note executed pursuant to Section 5.01 Note Execution or as liquidated damages.

Section 8.02 Projected Period. The Project Period shall commence on the same date as the Agreement and shall expire on the date specified in the Annex(es). The Project Period may be extended only upon written authorization of the Department.

Section 8.03 Amendments and Modifications. Except as may otherwise be provided for in this document, all amendments and modifications to the terms of this Agreement shall be consistent with Department or Division policies and shall be accomplished by means of a written agreement signed by the parties' authorized agents as set forth in the Annex(es). All written amendments and modifications shall become part of this Agreement and shall be appended to this document.

Section 8.04 Closeout. All financial accounts under this Agreement, with the except of the promissory note executed pursuant to Section 5.01 Note Execution, shall be settled as accurately as possible within 90 days after expiration of the Project Period and shall be settled finally based upon the results of the final audit conducted under Section 7.04 Audit. Any unexpended Agreement Funds in the possession of the Agency shall be returned to the Department within the 90 days closeout period. The Note shall be satisfied in accordance with Section 5.02 Note Satisfaction.

Except as may otherwise be provided for in this document, all non-financial obligations of both parties shall continue after the Project Period and shall cease on the effective date of expiration or termination of the Agreement.

IX DEFAULT

Section 9.01 Causes. The occurrence of any of the following may be considered by the Department as Agency default of this Agreement:

(a) Agency failure, judged to be substantial by the Department, to abide by Project specifications stipulated in the Annex(es);

(b) Agency failure, judged to be substantial by the Department, to adhere to the schedule established in the Annex(es) established in the Annex(es) for Project implementation and completion;

(c) Any Agency use of Agreement Funds for purposes other than as approved by the Department and specified in the Annex(es);

(d) Agency submission to the Department or the Division of reports or other documents that are inaccurate or incomplete in any material respect;

(e) Agency refusal or failure to permit the Department, the Division or a designee of the Department to inspect the Agency's facilities, including the Project site, or to review and monitor Agency administrative records and operational practices;

(f) Agency use of Agreement Funds to employ or otherwise compensate directly or indirectly any employee of the Department;

(g) Department discovery, in the absence of Agency disclosure, of any pecuniary or personal interest by the Agency its officer, trustees, directors or employee in any

assignment or subcontract executed pursuant to Section 10.01 Assignment and Subcontracts;

(h) conduct or acts, including but not limited to alleged or adjudged criminal activity, on the part of the Agency, its officer, trustees, directors or employees, which are detrimental to the reputation of the Agency or the Department;

(i) Agency failure, judged to be substantial by the Department, to comply with the terms and conditions of this Agreement.

Section 9.02 Procedures. Upon occurrence of any of the events enumerated in Section 9.01 Causes, the Department may give Notice to the Agency that it is in default of this Agreement and may elect either to terminate the Agreement on a date of the Department's choosing or to invoke the remedy provision set forth in Section 9.03 Remedy. Should the Agreement be terminated pursuant to this section, the Department may require that the Agency pay the Department an amount up to the balance remaining on the promissory note executed pursuant to Section 5.01 Note Execution. Such balance shall be calculated in the manner specified in Section 8.01 Agreement Term. If the requirement of a Promissory Note has been waived pursuant to Section 5.03 Waiver, the Department may require the Agency to pay liquidated damages equal-to the amount which would have been due under a Promissory Note calculated as specified in Section 8.01 Agreement Term.

Section 9.03 Remedy. In lieu of terminating this Agreement in the event of default, the Department may advise the Agency, in the Notice of default, of specific measures the Agency must undertake to remedy the default by a date of the Department's choosing. Such date shall be no more than six months from the date of the Notice of default and may be extended only at the discretion of the Department and upon Notice to the Agency. The Department's election of this provision shall in no way limit or preclude its right to terminate the Agreement upon Notice to the Agency should the Agency fail to adhere to the remedy measures or the time schedule specified in the Notice of default.

X MISCELLANEOUS

Section 10.01 Assignment and Subcontracts. No rights or obligations of the Agency under this Agreement may be assigned or subcontracted by the Agency, except as may be provided for within the terms of this Agreement or with the prior written approval of the

Department. All approved assignments and subcontracts shall become part of this Agreement and shall be subject to its terms. The Agency shall bear full responsibility, without recourse to the State or any of its subdivisions, for performance under any approved assignment or subcontract. The Agency shall forward copies of all assignment and subcontract documents to the Department and shall retain copies of them on file together with this document.

Section 10.02 Procurement. The Agency shall bear full responsibility, without recourse to the State or any of its subdivision, for the settlement and satisfaction of any issues arising from any procurement arrangement entered into in support of this Agreement.

Section 10.03 Insurance. The Agency and any assignees or subcontractors engaged in construction, renovation, remodeling, extending or otherwise improving the Facility shall obtain the following types of insurance in coverage amounts judged adequate by the Department;

(a) worker's compensation

(b) general liability, including completed operations, broad form property damage and broad form contractual coverage;

(c) fire insurance with extended coverage, such coverage to be equal to the to the replacement value of the Facility without any co-insurance; and

(d) builder's risk, on an all-risk basis.

In addition, the Department may require the Agency and any assignees or subcontractors to obtain a completion bond and/or to maintain any other type of insurance coverage considered necessary by the Department. The State, which shall include the Department, shall be included as an additional named insured on any insurance policy applicable to the Project. The Department may require such proof of the required insurance and/or bond as it deems appropriate at any time during the Project Period.

Section 10.04 Indemnification. The Agency shall defend, indemnify and otherwise save harmless the State of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Agency or its agents, employees, servants, subcontractors,

material suppliers or others working for the Agency, irrespective of whether such risks are within or beyond the control of the Agency,, or (b) which arise from any failure to perform the Agency's obligations under this Agreement or any improper performance.

Nothwithstanding the Agency's responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Agreement.

Section 10.05 Insufficiency of Funds. The Agency and the Department recognize that this Agreement is dependent upon funding through State appropriations. The Department shall not be held responsible for any breach of this Agreement arising due to insufficiency of such appropriations.

Section 10.06 Exercise of Rights. A failure or a delay on the part of the Department or the Agency in exercising any right, power or privilege under this Agreement shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 10.06 Application of New Jersey Law. The parties to this Agreement hereby acknowledge that this Agreement is governed by New Jersey law, including the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:11113=1 et. seq.) governing the Department's liability in any dispute that may arise under this Agreement.

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

By:_____
Assistant Commissioner, DDD
Department of Human Services, State of New Jersey

By: _____ L.S.
Authorized Agency Representative

NAME: Barbara Jewell

TITLE: Acting Executive Director

AGENCY: CARING, Inc.

ADDRESS: 407 W. Delilah Road

Pleasantville, NJ 08232

AGREEMENT DATED:

_____

std-lang-agency

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

ANNEX A - PROJECT SUMMARY

1. This Agreement commences on 10/25/11 and expires on 10/25/31

2. Legal Name of Agency: CARING, Inc.

3. Agency Address (Including P.O. Box, City, State, Zip Code, County):

407 West Delilah Road
PO Box 964
Pleasantville, New Jersey 08232

4. Date of Agency Incorporation: 7/25/83
5. Federal I.D. Number: 22-2464198
6. Project Location (Street, Address, City, State, County):

CARINGHouse30
103 East Mill Road, Northfield, NJ 08225

7. Project Scope:

_____ Purchase	_____ Land	_____ Existing Building(s)
_____ Renovation	_____ Expansion of Existing Facility	
_____ New Construction	_____ Equipment	

8. The Project Period Commences on 10/25/11 and expires on 10/25/12

9. Project Director:

Name: *Naomi Miller*
Address: PO Box 964
Pleasantville, NJ 08232

Phone: (609) 484-7050

10. Agency Officer authorized to sign this and other documents:

Name: *Barbara Jewell*
Address PO Box 964
Pleasantville, NJ 08232

Phone: (609) 484-7050

11. Person to whom notices shall be directed:

a) Agency
Name: Naomi Miller
Address: PO Box 964
Pleasantville, NJ 08232

b) Department
Name: Ms. Patti Amoriello, Program Development Specialist
Address: Southern Regional Office - Community Service
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 0804

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency: CARING, Inc.

2. Project Location (street address, city, and state):
   CARINGHouse30
   103 East Mill Road, Northfield, NJ 08225

3. Name and Address of Contractor:
   Sal Orapallo, General Contractor
   3 Jenny Lyn Drive
   Northfield, NJ 08225

4. Project Total: $100,000.00 Agreement Ceiling $100,000.00

5. Scope of Work Covered by Agreement: (Attach copies of the bids)

Names of Olmstead individuals to be served (minimum of 3): Frank Garecht; Rodney Owens, Darryl Lewis and One TBD Olmstead. Olmstead Capital Funding Request (Up to 25K per person): $100,000.00

PROMISSORY NOTE

$ 100,000.00 October 1, 2012

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated _____,

_____

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, One Hundred Thousand Dollars

_____($100,000.00)

dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY: _____ L.S.
Authorized Agency Representative

NAME: Barbara Jewell

TITLE: Acting Executive Director

AGENCY: CARING, Inc.

ADDRESS: PO Box 964

Pleasantville, New Jersey 08232

_____

Notarized by:

_____

Date: _____

/

STATE OF NEW JERSEY

PAYMENT VOUCHER

(VENDOR INVOICE)

DOCUMENT			BATCH			ACTG. PER.	FY
TC	AGY	NUMBER	TC	AGY	NUMBER		

PO#	PV DATE

PP START			SCHED PAY			CHK	OFF	F	RF	CK	(A) VENDOR
MO	DY	YR	MO	DY	YR	CAT	LIAB	A	TY	FL	ID NUMBER

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT
					$100,000.00

(D) PAYEE NAME AND ADDRESS

CARING, Inc.
PO Box 964
Pleasantville, NJ 08232

(E) SEND COMPLETED FORM TO:

Department of Human Services/DDD
Ms. Patti Amoriello, Program Development Specialist
Southern Regional Office - Community Services
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ PAYEE SIGNATURE

Acting Executive Director
PAYEE TITLE

BILLING DATE 10/1/12

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	100% of Olmstead Funding for GH 1746. At the following location: 103 E. Mill Road, Northfield, NJ 08225 (GH1746)				$100,000.00
				TOTAL	$100,000.00

DO NOT COMPLETE SIGNATURE SECTIONS LISTED BELOW. FOR STATE OFFICIAL USE ONLY!!

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.	CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.
Signature	Authorized Signature
Title / Date	Title / Date

/

APPENDIX 4C – Butterfly Properties

SUPPORTIVE HOUSING DOCUMENTATION

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Northfield
County: Atlantic
Sponsor: Oakcrest Development
Developer: CSDNJ
Block: 76 Lot: 4
Street Address: 11 Spe. NJ St Freehold, NJ 07728
Facility Name: Oakcrest Development

Section 1. Type of Facility:

- ☐ Licensed Group Home
- ☐ Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☑ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify _____

Section 2. Sources and amount of funding committed to the project:

- ☐ Capital Application Funding Unit $_____
- ☐ UMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☑ HUD – Amount $ 10,852 Program 811 annually
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:
- Very low-income clients/households: 3
- Low-income clients/households: ____
- Moderate-income clients/households: ____
- Market-income clients/households: ____

Section 4: For permanent supportive housing:

Total # of units 3, including:
- # of very low-income units: 3
- # of low-income units: ____
- # of moderate-income units: ____
- # of market-income units: ____

Section 5:

Length of Controls: 99 years
Effective Date of Controls: 9/26/1995
Expiration Date of Controls: 2094
Average Length of Stay: N/A months (transitional facilities only)

Section 6:

☐ CO Date: 3/25/1998
For licensed facilities, indicate licensing agency:
☐ DDD ☑ DMHS ☐ DHSS ☐ DCA ☐ DCF
☐ Other DMHAS Supportive Housing
Initial License Date: 3/1/2013
Current License Date: 3/1/2013

Section 7:

Has the project received project-based rental assistance? ☑ Yes ☐ No, Length of commitment: 99 years
Other operating subsidy sources: None; Length of commitment: _____ years
Is the subsidy renewable? ☐ Yes ☐ No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) PRAC CONTRACT
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No
Population Served (describe): Chronically Mentally Ill
Age-restricted? ☐ Yes ☑ No
Accessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☑ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☑ Affirmative Marketing Plan approved by ~~the Council's executive Director~~ HUD

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ 1-9-15
Project Administrator — Date

Certified by: _____
Municipal Housing Liaison — Date

Part I of the Agreement to Enter into a Project Rental Assistance Contract

For Use under Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Housing

Type of Project:	PRAC Contract No.:	HUD Project No.:
☐ New Construction ☐ Rehabilitation ☒ Acquisition	NJ39-Q931-017	035-HD015

This Agreement to Enter into Project Rental Assistance Contract (Agreement) is entered into between the United States of America acting through the Department of Housing and Urban Development (HUD) and 116 West Oakcrest Avenue, Inc. (Owner).

The Owner proposes to complete a housing project, as described in the approved Application. Upon the acceptable completion of the project, the Owner and HUD will enter into a Project Rental Assistance Contract (Contract) for the purpose of making assistance payments to enable eligible Very Low-Income Households (Households) to occupy units in the project.

1.1 Significant Dates; Contents and Scope of Agreement.

(a) **Effective Date of Agreement:** SEPTEMBER 26, 19 95.

(b) **Date of Commencement of Work.** The date for commencement of work (see section 2.1(a)) is not later than N/A calendar days after the effective date of this Agreement.

(c) **Time for Completion of Project.** The date for completion of the project (see section 2.1(b)) is not later than N/A calendar days after the date for commencement of work.

(d) **Contents of Agreement.** This Agreement consists of Part I, Part II and the following exhibits:
Exhibit A: The Project Rental Assistance Contract (Contract) to be executed upon acceptable completion of the project, complete in all respects except for execution and effective date.
Exhibit B: The schedule of completion in stages, if applicable. (This exhibit should identify the units in each stage.) N/A
Exhibit C: The schedule of Davis-Bacon wage rates, if applicable.
Additional Exhibits: (Specify additional exhibits, if any. If none, insert "None") "None"

(e) **Scope of Agreement.** This Agreement, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and HUD with respect to the matters contained in it. Neither party is bound by any representations or agreements of any kind except as contained in this Agreement, any applicable regulations, and agreements entered into in writing by the parties which are consistent with this Agreement. Nothing contained in this Agreement shall create or affect any relationship between HUD and any contractors or subcontractors employed by the Owner in the completion of the project.

1.2 HUD Assurance. The approval of this Agreement by HUD is an assurance by HUD to the Owner that:

(a) The faith of the United States is solemnly pledged to the payment of project rental assistance payments pursuant to the Contract; and

(b) HUD has obligated funds for these payments.

1.3 Relocation Requirements. (mark one)

☒ The Owner hereby certifies that the site of the project was without occupants eligible for relocation assistance under 24 CFR 889.265 (e) or 890.260 (e).

☐ The Owner agrees to provide any relocation benefits required under 24 CFR 889.265 (e) or 890. 260 (e) and other HUD issuances.

United States of America
Secretary of Housing and Urban Development

Signature:

By: _____

Encarnacion Loukatos,
Name:

Director, Multifamily Housing Division
Official Title:

Date:

Owner: 116 West Oakcrest Avenue, Inc.

Signature:

By: _____

Name:

Official Title:

Date:

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Part II of the Agreement to Enter into a Project Rental Assistance Contract

For Use under Section 202 of the Housing Act of 1959
or Section 811 of the National Affordable Housing Act

U.S. Department of Housing
and Urban Development
Office of Housing

Type of Project:	PRAC Contract No.:	HUD Project No.:
☐ New Construction ☐ Rehabilitation ☒ Acquisition	NJ39-Q931-071	035-HD015

2.1 Schedule of Completion.

(a) Timely Performance of Work. The Owner agrees to begin work no later than the time indicated in section 1.1. The Owner shall report to HUD the date work has commenced and shall thereafter furnish HUD with periodic progress reports (quarterly unless more frequent reporting is required by HUD). In the event the work is not commenced, diligently continued, or completed as required under this Agreement, HUD reserves the right to rescind this Agreement or take other appropriate action in accordance with section 2.13.

(b) Time for Completion. The project shall be completed in accordance with section 2.3 no later than the end of the period indicated in section 1.1, or in stages as provided for in Exhibit B. Where the Agreement provides for completion in stages, all references to project completion shall be considered to refer to project completion or completion of any stage, as appropriate.

(c) Delays. In the event there is a delay in the completion due to strikes, lockouts, labor union disputes, fire, unusual delays in transportation, unavoidable casualties, weather, acts of God, or any other causes beyond the Owner's control, or by delay authorized by HUD, the time for completion shall be extended to the extent that HUD determines that completion is delayed due to one or more of these causes.

2.2 Marketing.

(a) The Owner shall commence and diligently continue marketing as soon as possible, but in any event no later than 90 days prior to the anticipated date of availability for occupancy of the first unit in the project. The Owner must notify HUD of the date of commencement of marketing. Marketing and leasing must be done in accordance with the HUD-approved Affirmative Fair Housing Marketing Plan, all Fair Housing and Equal Opportunity requirements, and the applicable provisions of Exhibit A, the proposed Contract.

(b) At the time of Contract execution, the Owner must submit a list of leased and unleased units, with justification for the unleased units, to qualify for vacancy payments for the unleased units in accordance with the Contract.

2.3 Execution of Project Rental Assistance Contract.

(a) Time of Execution. Upon acceptance of the project by HUD, the Contract shall be executed first by the Owner and then by HUD.

(b) Completion in Stages. If completion is in stages, the Contract and the signature block for the first stage, shall be executed upon completion of the first stage, and the number and types of completed units and their Contract Rents shall be shown in Exhibit 1 of the Contract. Thereafter, upon completion of each successive stage, the signature block provided in the Contract for that stage shall be executed, and additional Exhibits 1a, 1b, etc., covering the additional units, shall become part of the Contract.

(c) Unleased Units at Time of Execution. At the time of executio of the Contract, HUD shall examine the lists of dwelling unit leased and not leased, referred to in section 2.2(a) and (b), an shall determine whether or not the Owner has met its obligation under that section with respect to any unleased units. HUD sha state in writing its determination with respect to the unlease units and for which of those units it will make housing assistanc payments pursuant to the Contract. The Owner shall indicate i writing concurrence or nonconcurrence with this determinatio reserving its right to claim project assistance payments for th unleased units under the Contract, without prejudice by reaso of signing the Contract.

(d) Contract Rents. The Contract Rents by unit size (and in the cas of group homes residential spaces), amounts of project rent assistance payments, and any other applicable terms and cond tions shall be as specified in the proposed Project Rent Assistance Contract.

(e) No Changes in Contract. Each party has read or is presumed t have read the proposed Contract. It is expressly agreed that ther shall be no change in the terms and conditions of the Contra other than as provided in this Agreement.

2.4 Cooperation in Equal Opportunity Reviews:

(a) The Owner agrees to cooperate with HUD in conducting mon toring and compliance reviews and complaint investigation pursuant to all applicable civil rights statutes and regulation Executive Orders, and civil rights related program requir ments.

(b) In carrying out the obligations under this Agreement, the Owne will comply with:

(1) The requirements of the Fair Housing Act (42 U.S.C 3601-19) and its implementing regulations at 24 CFR Part 10 Executive Order No. 11063 (Equal Opportunity in Housing) an implementing regulations at 24 CFR Part 107; and Title VI of th Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscriminatio in Federally Assisted Programs) and implementing regulation at 24 CFR Part 1;

(2) The prohibitions against discrimination on the basis c age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 07) and implementing regulations at 24 CFR Part 146, and th prohibitions against discrimination against otherwise qualifie individuals with disabilities under section 504 of the Rehabil tation Act of 1973 (29 U.S.C. 794) and implementing regul tions at 24 CFR Part 8.

(3) The requirements of Executive Order No. 11246 (Equ Employment Opportunity) and the regulations issued under th Order at 41 CFR Chapter 60;

(4) The requirements of section 3 of the Housing an Urban Development Act of 1968 (12 U.S.C. 1701u) (Emplo

(ii) The Owner has asserted or demonstrated an intention not to perform some or all of its obligations under this Agreement; or

(iii) If the Owner has violated or failed to comply with applicable HUD regulations for the Section 202 or Section 811, or with the regulatory agreement; or the Owner has filed any false statement or misrepresentation with HUD in connection with the loan.

(2) HUD Determination of Default. Upon a determination by HUD that a default has occurred, HUD shall notify the Owner of:

(i) The nature of the default,

(ii) The action required to be taken and the remedies to be applied on account of the default (including actions by the Owner to cure the default),

(iii) The time within which the Owner shall respond with a showing that all the required actions have been taken.

If the Owner fails to respond or take action to HUD's satisfaction, HUD shall have the right to take corrective action to achieve compliance, in accordance with paragraph (3) of this section, or to terminate this Agreement, in whole or in part, or to take other corrective action to achieve compliance, in its discretion.

(3) Corrective Actions. Pursuant to paragraph (2) of this section, HUD in its discretion may take the following corrective actions:

(i) Take possession of the project, bring any action necessary to enforce any rights of the Owner, complete the project in accordance with the terms of this Agreement, execute the Contract on behalf of the Owner, and operate the project in accordance with the terms of the Contract until such time as HUD determines that the Owner is again in a position to complete or operate the project, as appropriate, in accordance with the Agreement or Contract.

(ii) Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, for the appointment of a receiver to take over and complete the project in accordance with this Agreement and to execute the Contract and operate the project in accordance with the Contract, or for such other relief as may be appropriate. These remedies are appropriate since the injury to HUD arising from a default under any of the terms of this Agreement could be irreparable and the amount of damage would be difficult to ascertain.

(b) Remedies not Exclusive and Non-Waiver of Remedies. The availability of any remedy under this Agreement shall not preclude the exercise of any other remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

2.13 Disputes.

Any dispute concerning a question of fact arising under this Agreement which cannot be resolved by agreement between the HUD Field Office and the Owner may be submitted by the Owner to the Secretary of Housing and Urban Development or a designee. Both parties shall proceed diligently with the performance of this Agreement and in accordance with the decision of the Field Office, pending resolution of the appeal.

2.14 Conflict of Interest.

Officers, directors, stockholders, and authorized representatives of the Owner may not have any financial interest in any contract in connection with the rendition of services, the provision of goods or supplies, project management, procurement of furnishings or equipment, construction of the project, procurement of the site or other matters related to the development or operation of the project.

2.15 Interest of Member of or Delegate to Congress.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Agreement or to any benefits which may arise from it.

2.16 Assignment, Sale or Foreclosure.

(a) The Owner agrees that it has not made and will not make any sale, assignment, or conveyance or transfer in any fashion, of this Agreement, the Contract, or the project or any part of them or any of its interest in them, without the prior written consent of HUD.

(b) The Owner agrees that it will not change to a different contractor, except with HUD's prior written consent.

(c) The Owner agrees that the approved contractor has not made and will not make, except with HUD's prior written consent, any assignment or transfer in any form of the contractor's contract to construct or rehabilitate the project, or of any part of it, or any of the contractor's interests in it.

(d) The Owner agrees to notify HUD promptly of any proposed action covered by paragraph (a), (b), or (c) of this section, and further agrees to request the prior written consent of HUD. For purposes of this section, a sale, assignment, conveyance, or transfer includes but is not limited to a transfer by the Owner, in whole or in part.

(e) The provisions of this section also shall apply to transfers of interest by the contractor and by persons having interests in the contractor.

(f) Except where otherwise approved by HUD, this Agreement and the Contract shall continue in effect in the event:

(1) Of assignment, sale, or other disposition of the project or this Agreement or the Contract,

(2) Of foreclosure, including foreclosure by HUD,

(3) Of assignment of the mortgage or deed in lieu of foreclosure, or

(4) HUD takes over possession, operation or ownership.

Part II of the Project Rental Assistance Contract

Section 202 Supportive Housing for the Elderly
Section 811 Housing for Persons with Disabilities

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Type of Project:	PRAC Contract No.:	HUD Project No.:
☐ New Construction ☐ Substantial Rehabilitation ☒ Acquisition	NJ39-Q931-017	035-HD015

2.1 Owner's Warranties, Amendments.

(a) Legal Capacity. The Owner warrants that it has the legal right to execute this Contract and to lease dwelling units covered by this Contract.

(b) Completion of Work. The Owner warrants that the project as described in section 1.1 is in good and tenantable condition and that the project has been completed in accordance with the terms and conditions of the Capital Advance Agreement (Agreement) or will be completed in accordance with the Special Conditions for Acceptance (see attached exhibit, where applicable). The Owner further warrants that it will remedy any defects or omissions covered by this warranty if called to its attention within 12 months of the effective date of this Contract. The Owner agrees that the continuation of this Contract shall be subject to the Owner meeting any Special Conditions for Acceptance.

2.2 Families To Be Housed.

(a) Families To Be Housed. If a Section 811 project, the Contract Units are to be leased by the Owner to eligible Disabled Persons (Families) for occupancy by such Families solely as private dwellings and as their principal place of residence. If a Section 202 project, the Contract Units are to be leased to eligible elderly Persons or Households (Families) solely.

(1) HUD hereby agrees to make project rental assistance payments on behalf of Families for the Contract Units, to enable the Families to lease Decent, Safe, and Sanitary housing pursuant to Section 202 or Section 811.

(2) If there is a Utility Allowance and if the Allowance exceeds the tenant payment, the Owner shall pay the Family the amount of the excess. HUD will pay funds to the Owner in trust solely for the purpose of making this payment.

2.3 Maximum Project Rental Assistance Commitment: Project Account.

(a) Maximum Annual Contract Commitment. Notwithstanding any other provisions of this Contract (other than paragraph (b)(2) of this section) or any provisions of any other contract between HUD and the Owner, HUD shall not be obligated to make and shall not make any project rental assistance payments under this Contract in excess of the amount identified in section 1.1(c). However, this amount may be reduced commensurately with any reduction in the number of Contract Units or in the Operating Expense Amount or pursuant to any other provisions of this Contract.

(b) Project Account.

(1) A project account will be established and maintained by HUD, as a specifically identified and segregated account for the project. The account will be established and maintained, in an amount determined by HUD, out of the amounts by which the Maximum Annual Contract Commitment under section 1.1(c) exceeds the amount actually paid out under the Contract each fiscal year. Payments will be made from the account for project rental assistance payments when needed to cover increases in Operating Expense Amounts or decreases in tenant payments and for other costs specifically approved by the Secretary.

(2) Whenever a HUD-approved estimate of the required annual payments for a fiscal year exceeds the maximum annual commitment for that fiscal year plus the current balance in the project account, HUD will, within a reasonable period of time, take such additional steps as may be necessary to assure that payments under the Contract will be adequate to cover increases in Operating Expenses and decreases in tenant payments.

(3) Any amount remaining in the account after payment of the last project rental assistance payment with respect to the project shall be applied by HUD in accordance with law.

2.4 Project Rental Assistance Payments To Owners.

(a) Project Rental Assistance Payments on Behalf of Families.

(1) Project assistance payments shall be paid to the Owner for units (or residential space in a group home under Section 811) under lease for occupancy by Families in accordance with the Contract. The project rental assistance payment will cover the difference between the Operating Expenses and tenant payments as determined in accordance with the HUD-established schedules and criteria.

(2) The amount of project rental assistance payment payable on behalf of a Family and the amount of tenant payment shall be subject to change by reason of changes in Family Income, Family composition, extent of exceptional medical or other unusual expenses or program rules in accordance with the HUD-established schedules and criteria; or by reason of a change in any applicable Utility Allowance approved or required by HUD. Any such change shall be effective as of the date stated in a notification of the change to the Family, which need not be at the end of the Lease term.

(b) Vacancies During Rent-up. If a Contract Unit (or residential space in a group home under Section 811), is not leased as of the effective date of the Contract, the Owner is entitled to assistance payments in the amount of 50 percent of the Operating Expense for the unit (or pro rata share of the Operating Expense for a group home) for a vacancy period not exceeding 60 days from the effective date of the Contract, provided that the Owner: (1) commenced marketing and otherwise compiled with section 2.2(d) of the Agreement; (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on its waiting list, if any, requesting appropriate sources to refer eligible applicants, and advertising the availability of the unit in a manner specifically designed to reach eligible families; and (3) has not rejected any eligible applicant except for good cause acceptable to HUD.

(c) Vacancies After Rent-up. If an eligible family vacates an

terms of its lease, including the termination date and amount of tenant payments.

(d) Notification of Abatement. Any reduction or suspension of project rental assistance payments shall be effective as provided in written notification to the Owner. The Owner shall promptly notify the Family of any such abatement.

(e) Overcrowded and Underoccupied Units. Where the Owner determines a unit is larger or smaller than appropriate for an eligible family, the Owner agrees, if possible, to offer the family an appropriate alternate unit as promptly as possible in accordance with HUD regulations and requirements in effect at the time of the determination.

2.6 Financial Requirements.

(a) Submission of Financial and Operating Statements. The Owner must submit to HUD:

(1) Within 60 days after the end of each fiscal year of project operations, financial statements for the project audited by an Independent Public Accountant in the form required by HUD, and

(2) Other statements as to project operation, financial condition and occupancy as HUD may require to administer this Contract and to monitor project operations.

(b) Use of Project Funds.

(1) The Owner shall maintain a project fund account in a HUD-approved depository and shall deposit all tenant payments, charges, income and revenues arising from project operation or ownership in this account. Project funds must be used for the operation of the project (including required insurance coverage), to pay operating expenses, and to make required deposits to the replacement reserve in accordance with paragraph (c) of this section. To the extent HUD determines that project funds are more than needed for these purposes, the surplus project funds must be deposited with a HUD-approved depository in an interest-bearing residual receipts account. Withdrawals from this account will be made only with the approval of HUD and for project purposes, including the reduction of project rental assistance payments. Upon termination of the Contract, any excess funds must be remitted to HUD.

(c) Replacement Reserve.

(1) The Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations.

(i) The Owner shall make monthly deposits to the replacement reserve commencing on the effective date of the Contract. For staged projects, the deposits shall commence on a pro rata basis for units in each stage on the effective date of the Contract for that stage.

(ii) The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. Should the reserve reach that level, the amount of monthly deposit to the reserve may be reduced with HUD approval.

(iii) Replacement reserve funds must be deposited with HUD or a HUD-approved depository in an interest-bearing account. All interest earnings must be added to the reserve.

(iv) Funds may be withdrawn from the reserve and used only in accordance with HUD guidelines and with the approval of, or as directed by, HUD.

(d) The Owner is not entitled to distributions of project funds.

2.7 Operating Expense Adjustments.

(a) Funding of Adjustments. Project rental assistance payments will be increased commensurate with adjustments in operating expenses under this section up to the maximum amount authorized under section 2.3(a) of this Contract. HUD will calculate operating expense adjustments based on the sum of the costs for operating the project (as approved by HUD) with adjustments for vacancies, the project's non-rental income, and other factors that HUD deems appropriate. The calculation will be made on the basis of the information provided by the Owner on a form prescribed by HUD.

(b) Operating Expense Adjustments. Operating Expenses shall be adjusted whenever HUD approves an increase in operating costs as provided under the Regulatory Agreement.

(c) Incorporation of Operating Expense Adjustment. Any adjustment in Operating Expenses shall be incorporated into Exhibit 1 by a dated addendum to the exhibit establishing the effective date of the adjustment.

(d) Adjustment of Operating Expense Based on Cost Certification. The Owner shall complete the cost certification requirements under 24 CFR part 889 (Section 202) or 24 CFR 890 (Section 811).

(e) Adjustment of Operating Expense Amounts Due to Tax Exemption. The Operating Expense Amounts may be reduced to reflect real property tax exemption or similar savings where the initial operating expenses were approved on the assumption that the project would not receive the benefit of the tax abatement or similar savings. The Owner agrees to notify HUD in the event the project begins to receive such an exemption or similar savings so the Initial Operating Expense Amounts then in effect may be reduced.

2.8 Marketing And Leasing Of Units.

(a) Compliance with Equal Opportunity Requirements. Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's HUD-approved Affirmative Fair Housing Marketing Plan (if required), shown as an exhibit, and with all regulations relating to fair housing advertising. Projects shall be managed and operated without regard to race, color, religion, creed, age, sex, handicap, familial status or national origin, except housing provided under Section 202 must be limited to households where at least one person is 62 years of age or older.

(b) Security Deposits. The Owner agrees to comply with applicable HUD regulations (24 CFR Part 889 or 890) and other requirements, as revised from time to time, regarding security deposits and to comply with all State and local law.

(c) Eligibility, Selection and Admission of Families.

(1) The Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, computation of the amount of project assistance payments on behalf of each selected Family and of total Family contributions and recordkeeping in accordance with applicable HUD regulations and requirements.

(2) The Owner shall not charge any applicant or assisted Family any amount in excess of the total Family contribution

2.13 **Flood Disaster Protection Act.**
If the Project is located in an area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that it will obtain coverage of the Project, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.14 **Clean Air Act and Federal Water Pollution Control Act.**
In compliance with regulations issued by the Environmental Protection Agency (EPA), 40 CFR, Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 1173, the Owner agrees:

(a) Not to utilize any facility in the performance of this Contract or any nonexempt subcontractor which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list.

(b) Promptly to notify HUD of the receipt of any communication from the EPA indicating that a facility to be utilized for this Contract is under consideration to be listed on the EPA List of Violating Facilities;

(c) To comply with all the requirements of section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 of the Air Act and section 308 of the Water Act, and all regulations and guidelines issued thereunder; and

(d) To include or cause to be included the provisions of this Contract in every nonexempt subcontract and take such action as HUD may direct as a means of enforcing such provisions.

2.15 **Displacement and Relocation Assistance.**
The Owner agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) as amended by the Uniform Relocation Assistance Amendments of 1987, Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100-17, approved April 2, 1987) (URA) and government-wide implementing regulations at 49 CFR Part 24 which set forth relocation assistance requirements that apply to the displacement of any person (family, individual, business, nonprofit organization or farm) as a direct result of acquisition, rehabilitation or demolition for a project assisted under this part.

2.16 **Lead-Based Paint.**
The Owner agrees to comply with requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulation at 24 CFR Part 35 to the extent they are applicable to housing under the Contract.

2.17 **Lobbying.**
The Owner agrees to comply with the prohibitions against lobbying the Executive or Legislative Branches of the Federal Government contained in Pub. L. 101-121 (31 USC 1352) and implementing regulations at 24 CFR Part 87.

2.18 **Reports and Access to Premises and Records.**

(a) The Owner shall furnish any information and reports pertinent to this Contract as reasonably may be required from time to time by HUD.

(b) The Owner shall permit HUD or its duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to project rental assistance payments.

2.19 **Disputes.**
Any dispute concerning a question of fact arising under this Contract which cannot be resolved by agreement between the HUD Field Office and the Owner may be submitted by the Owner to the HUD Secretary or a designee. Both parties shall proceed diligently with the performance of this Contract and in accordance with the Field Office's decision, pending resolution of the appeal.

2.20 **Conflicts of Interest.**
Officers, directors, stockholders and authorized representatives of the Owner may not have any financial interest in any contract in connection with the rendition of services, the provision of goods or supplies, project management, procurement of furnishings or equipment, construction of the project, procurement of the site, or other matters related to development and operation of the project.

2.21 **Interest of Member of or Delegate to Congress.**
No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise from it.

2.22 **Assignment, Sale or Foreclosure.**

(a) The Owner agrees that it has not made and will not make any sale, assignment, or conveyance or transfer in any fashion, of this Contract, the Agreement, or the project or any part of them or any of its Interest in them, without the prior written consent of HUD.

(b) The Owner agrees to notify HUD promptly of any proposed action covered by paragraph (a) of this section and further agrees to request HUD's prior written consent.

(c) Except where otherwise approved by HUD, this Contract and the Agreement shall continue in effect and project rental assistance payments will continue in accordance with the terms of this Contract in the event:

(1) of assignment, sale or other disposition of the project, this Contract or the Agreement,

(2) of foreclosure, including foreclosure by HUD.

(3) of assignments of the mortgage or deed in lieu of foreclosure,

(4) HUD takes over possession, operation or ownership,

DTEK-Efstat

U.S. Department of Housing and Urban Development
New Jersey State Office
Thirteenth Floor
One Newark Center
Newark, New Jersey 07102-5260

April 25, 1995

Ms. Donna Efstatos, President
116 West Oakcrest Avenue, Inc.
15 Alden Street, Suite 11-12
Cranford, New Jersey 07016

RE: Affirmative Fair Housing Marketing Plan:
Project: Northfield Consumer Home
Location: Northfield, NJ
Number: 035-HD015

Dear Ms. Efstatos:

We are pleased to advise you that the Affirmative Fair Housing Marketing Plan (AFHMP) that you submitted for the above subject project is approved as of the date of this letter.

As you know, the primary purpose of the affirmative marketing program is to promote a condition in which individuals of similar income levels in the same housing market area have available to them a like range of choices in housing, regardless of the individual's race, color, religion, sex, national origin, handicap or familial status. Accordingly, the Department has identified the below listed procedures which you are required to follow pursuant to the goals of the program:

(1) The approved AFHMP must be available for public inspection in your office.

(2) The HUD Fair Housing Poster is required to be prominently displayed in all offices in which sales activity takes place; displayed from the start of construction and sales periods.

(3) Although no advertising is proposed at this time, you must ensure that all future advertising material related to this housing contains the Equal Housing Opportunity logo, slogan, or statement, in conformance with the HUD Fair Housing Advertising Regulations (24 CFR Part 109). Also, copies of all materials sent to community contacts must be submitted to this office.

We encourage you to make every possible good faith effort to carry out the provisions and fulfill the objectives of AFHM Plan. If you have any questions or need assistance, please call us at (201) 622-7900 ext. 3254.

Sincerely,

Landon M. Hill Jr.
Acting Director
Fair Housing and Equal Opportunity

ffirmative Fair Housing
.'keting Plan

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No 2529-0013 (exp. 10/31/93)

1a. Project's Name, Address (including city, State and zip code) & Phone Number:	1c. Project/Application Number	1d. Number of Units	1e. Price or Rent Range
116 West Oakcrest Avenue, Inc. 15 Alden Street, Suite 11-12 Cranford, NJ 07016 (908)272-6364	035-HD015	1	From $ 950 To $ 950

1f. For Multifamily Housing Only: [ ] Elderly [X] Non-Elderly

1g. Approximate Starting Dates: Advertising: 9/1/94; Occupancy: 11/1/94

1a. Project's Name, Location: (including city, State and zip code)	1h. County	1i. Census Tract
Northfield Consumer Home 116 West Oakcrest Avenue. Northfield, NJ 08225	Atlantic Co.	124.02

1j. Managing Sales Agent's Name & Address: (including city, State and zip code)

Tri - County Community Action Program, 143 West Broad Bridgeton, NJ 08302

2. Type of Affirmative Marketing Plan: (mark only one)

[ ] Project Plan [ ] Minority Area [X] White (non-minority) Area
[ ] Mixed Area (with _____ % minority residents)
[ ] Annual Plan (for single-family scattered site units) Note: A separate Annual Plan must be developed for each type of census tract in which the housing is to be built.

3. Direction of Marketing Activity: (Indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts)

[ ] White (non-Hispanic) [X] Black (non-Hispanic) [X] Hispanic
[ ] American Indian or Alaskan Native [X] Asian or Pacific Islander

4. Marketing Program: Commercial Media: (Check the type of media to be used to advertise the availability of this housing)

[ ] Newspapers/Publications [ ] Radio [ ] TV [ ] Billboards [ ] Other (specify) Not Applicable

Name of Newspaper, Radio or TV Station	Racial/Ethnic Identification of Readers/Audience	Size/Duration of Advertising

4. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster:

a. Brochures, letters, or handouts be used to advertise? [X] Yes [ ] No If "Yes", attach a copy or submit when available.

b. Project site sign. Indicate sign size _____ x _____; Logotype size _____ x _____. Attach a photograph of project sign or submit when available.

c. HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the
[ ] Sales/Rental Office [ ] Real Estate Office [ ] Model Unit [X] Other (specify) Office and Renting Offices

5. Community Contacts. To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below that are located in the housing market area or SMSA. If more space is needed, attach an additional sheet. Notify HUD-FHEO of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

Name of Group/Organization:	Racial/Ethnic Identification:	Approximate Date:	Person Contacted or to be Contacted:
Mental Health Association	Mixed	7/1/94	Vickie Phillips
Spanish Community Center	Hispanic	7/1/94	Lydia Munoz
Union Baptist Temple	Black	7/1/94	Rev. Ben
Hispanic Alliance	Hispanic	7/1/94	Bart Lopez

Address & Phone Number:	Method of Contact:	Indicate the specific function the Group/Organization will undertake in implementing the marketing program:
601 N. Main St. (609)272-1700	Telephone	Outreach to potential residents
303 Summer st. (609)697-2967	Telephone	Outreach to potential residents
10110 Drexel Ave. (609)345-4314	Telephone	Outreach to potential residents
1190 Blackhorse Ave. (609)645-4770	Telephone	Outreach to potential residents

6. Future Marketing Activities (Rental Units Only) Mark the box(s) that best describe marketing activities to fill vacancies as they occur after the project has been initially occupied.

[ ] Newspapers/Publications [ ] Radio [ ] TV [X] Brochures/Leaflets/Handouts
[ ] Site Signs [X] Community Contacts [ ] Other(specify)

8. Experience and Staff Instructions: (See instructions)

8a. Staff has experience. [ ] Yes [X] No

8b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFHM Plan. Attach a copy of the instructions to staff regarding fair housing.

7. Additional Considerations: Attach additional sheets as needed.

See attached sheet.

anges and Revisions: By signing this form, the applicant agrees, after appropriate on with HUD, to change any part of the plan covering a multifamily project to ensure compliance with Section 200.620 of HUD's Affirmative Fair Housing g Regulations.

Signature of Person Submitting Plan & Date of Submission: Donna Efstatos, President

Name: (type or print) Donna Efstatos

Title & Name of Company: President - 116 West Oakcrest Avenue, Inc

For HUD-FHEO Use Only

Approval By:
Signature & Date: 4/25/95
Name: (type or print) Landon M. Hall
Title: Actg. Director, FHEO

Disapproval By:
Signature & Date:
Name: (type or print)
Title:

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
One Sixteen West Oakcrest Avenue, Northfield, NJ

The single family property at One Sixteen West Oakcrest Avenue, Northfield, will have three low-income consumers of mental health services residing in the property. The consumer home is currently occupied by three low-income consumers of mental health services. They will remain in the consumer home after the Section 811 Fund Reservation is closed. The proposed marketing plan was prepared to cover primarily future marketing activities.

The minority group least likely to apply has been identified as African American (Black). African American are often the least willing to publicly identify themselves as a mental health consumer.

Because it is a single family property for mental health consumers, it is neither cost effective, appropriate nor feasible to utilize newspapers, radio, TV, billboards nor other media. The market for these media is too broad and does not focus on mental health consumes as a target population. The cost of advertising for three slots in a single family property is too large to secure applicants to fill three slots in a single family property. Finally, and even more importantly, public advertising of a single family property as housing for the psychiatric disabled is likely to only intensify the discrimination against mental health consumers. The goal of this consumer home is to help the residents integrate in to the community. Public advertising for a small property only serves to segregate the residents from the larger community and raise the specter of the residents being discriminated against or harassed by neighbors.

Flyers will be prepared and distributed to mental health consumer groups that include African-Americans, Latinos, Asians and other minority groups that are least likely to apply. These are currently being prepared. They will be in both English and Spanish. Copies will be sent to HUD once they are prepared and a Firm Commitment is approved.

The four community groups listed are the primary consumer support and advocacy organizations in Atlantic County. They work with mental health consumers who are low-income and in need of decent, affordable housing. They will distribute flyers, hold meetings, and do outreach to minority mental health consumers.

The staff of the senior property manager, Social Enterprise Associates has been trained in affirmative marketing. They will train staff of Butterfly Property Management (BPM) in any and all training provided by the Office of Fair Marketing Housing and Equal Opportunity. In addition, BPM and the sponsor, Collaborative Support Programs of NJ, are committed to including all consumers in the housing.

APPENDIX 4D – Career Opportunity Development, Inc.

SUPPORTIVE HOUSING DOCUMENTATION

APPENDIX 5 - LAND USE ORDINANCES

New Section 215-154.1 Affordable Housing 2 – Age Restricted district (AH2-AR)

This ordinance shall apply to Block 66, Lot 11 and Block 69, Lot 1.02

A. Permitted uses.

(1) Low- and moderate-income Adult housing age restricted to 55 years of age for the primary resident or one of the spouses with not more than one dependent child not less than 19 years of age.

B. Accessory uses.

(1) Private garage or storage buildings subject to the provisions of § 215-98.
(2) Off-street parking subject to the provisions of § 215-105.
(3) Signs subject to the provisions of § 215-113.
(4) Fences and hedges subject to the provisions of § 215-95.

C. Minimum requirements.
(1) Density: 20 units per acre.
(2) Building setback, front yard: 35 feet.
(3) Building setback, rear and side yard: 20 feet.
(4) Off-street parking in accordance with Residential Site Improvement Standards.

D. Maximum regulations.
(1) Impervious surfaces: 80% of gross lot area.
(2) Maximum building coverage shall be 70%.
(3) Maximum Building height shall be four stories or 45 feet.

E. Distance between buildings:
(1) Where both facing walls contain windows of habitable rooms, 50 feet, but not less than two times the eave height of the building containing the highest habitable room.
(2) Where only one of two facing walls contain windows of habitable rooms, 25 feet, but not less than two times the eave height of the highest of the two buildings containing such facing walls.
(3) Where neither of two facing walls contain windows of habitable rooms, 25 feet, or the eave height of the highest of the two buildings containing such facing walls, whichever is greater. Buildings shall be considered facing if the walls form an angle of less than 45°.

E. Buffer: 20 feet. Existing vegetation can be utilized as part of the landscaping and supplemented as appropriate in accordance with §§ 215-85 and 215-100.

New Section 215-152.1 Affordable Housing 1-Age Restricted district (AH1-AR)

This ordinance shall apply to Block 92, Lots 25, 28, 29 & 31

A. Permitted uses.

(1) Planned adult development (one to two stories)

B. Accessory uses.

(5) Private garage or storage buildings subject to the provisions of § 215-98.
(6) Off-street parking subject to the provisions of § 215-105.
(7) Signs subject to the provisions of § 215-113.
(8) Fences and hedges subject to the provisions of § 215-95.

C. Standards and regulations: as specified in the Schedule of Yard, Area and Building Requirements. In addition, the following requirements and standards shall be adhered to:

(1) Planned adult community (minimum lot size 6.5 acres).
(a) Minimum requirements.
[1] Density: 12 units per acre of developable land excluding flood-prone areas, areas with shallow depth to water table (zero inches to 18 inches), and slopes in excess of 10%. Minimum lot area shall be 6.5 acres.

[2] Building setback.

[a] Fifty feet from any tract boundary line or from any other right-of-way line of a dedicated municipal roadway.
[b] Eighteen feet from the curb of an internal roadway where no front yard parking is provided, or 26 feet where front yard parking is provided.
[c] Twelve feet from the sidewalk of an internal street.

[3] Off-street parking requirements: 1.5 spaces parking requirements.
[4] Open space: 40% of the gross tract area, 20% of which shall be included within the net tract area. All open space shall be set aside as permanent common space to be owned in undivided interest by the unit owners.
[5] Dwelling units size: No residential dwelling unit on a single floor shall contain less than 650 feet of habitable space.
[6] Distance between buildings; Buildings shall be considered facing if the walls form an angle of less than 45°.
[a] Where both facing walls contain windows of habitable rooms, 50 feet, but not less than two times the eave height of the building containing the highest habitable room.
[b] Where only one of two facing walls contain windows of habitable rooms, 25 feet, but not less than two times the eave height of the highest of the two buildings containing such facing walls.
[c] Where neither of two facing walls contain windows of habitable rooms, 25 feet, or the eave height of the highest of the two buildings containing such facing walls, whichever is greater.

[7] Recreation areas. Active and passive outdoor recreational areas shall be provided and shall include suitable landscaping, sitting

and walking areas as determined by the approving authority. Indoor social, cultural, recreational and meeting facilities shall be required as similarly directed. The gross floor area devoted to such indoor usage shall be not less than 20 square feet per residential dwelling unit.

[8] At least 20% of the residential dwelling units shall be for low- and moderate-affordable housing.

(b) Maximum regulations.

[1] Impervious surfaces: 35% of developed tract area.

[2] Maximum building coverage shall be 25%.

[3] A maximum of 20 dwelling units shall be permitted in each building.

[4] Building height for principal buildings shall be two stories and 28 feet. If parking is proposed under the buildings, the height permitted can be three stories and 38 feet.

(c) Buffer.

[1] To residential area: 15 feet.

[2] To nonresidential area: 25 feet. Existing vegetation can be utilized as part of the landscaping and supplemented as appropriate. The buffer shall be landscaped as detailed in §§ 215-85 and 215-100.

Amend Section 215-158

F. An Affordable Housing Mixed Use Development is permitted on Block 16.01, Lots 52 and 57 subject to the following:

(1) Where first-floor commercial is proposed in accordance with the permitted uses in the RC district a development may provide second and third story multi-family residential units.

(2) The maximum density for the residential units shall not exceed 2.6 units per acre.

(3) At least 20% of the residential dwelling units shall be for low- and moderate-affordable housing.

Amend Section 215-155.H.

H. Country club community. A country club community may be permitted in accordance with the following regulations and shall be deemed to be a planned development with approval to be granted by the Planning Board pursuant to Article III, Administrative Procedures, § 215-6, Planning Board, Subsection I, Powers and duties, of this chapter.

(1) A country club community, including a regulation-eighteen-hole golf course, shall be permitted in accordance with a general development plan.

(a) The plan shall provide for an area, of not less than 225 acres, of which a minimum of 95 acres shall be used for a regulation golf course, and be within the C-C zoned land as delineated on the Zone Map adopted and attached to this chapter, to be developed as a single entity according to the overall plan. The

minimum required area, five acres, for the clubhouse shall not be included in the ninety-five-acre golf course area.

(b) The plan shall provide for the following land uses:

[1] A golf course which is to be restricted from further development by deed provisions (A metes and bounds description of the property proposed to be restricted shall be furnished as part of a complete application and shall be accompanied by an accurate description on a current survey of the entire area subject to the plan.);
[2] A clubhouse;
[3] Golf suites;
[4] Golf villas and townhouses on Block 175, Lot 48 and Block 179.01, Lot 1.01;
[5] Single-family detached dwellings on 1.0 acre, one-hundred-twenty-five-foot lot frontage, conventional lots as otherwise permitted in the Country Club C-C District.

(c) Regulations for golf villas and townhouses. Golf villas and townshouses may be occupied as a residence or domicile and shall conform to the following lot or site requirements:

[1] Frontage. Each lot or site shall have a minimum frontage of 50 feet on either a public right-of-way, or, notwithstanding the provisions of § 215-37, on a street as shown on a plat approved by the Planning Board which, if a private street or lane, shall be subject to appropriate cross easements and such other guarantees necessary to ensure continuous access to the lot or site and to ensure emergency access by public and private entities. Such easements and guarantees shall be submitted to the Planning Board for review and approval.
[2] Site area. When established in multiunit structures, golf villas shall have a minimum site area of 4,800 square feet of upland per unit.
[3] Lot area. When established on fee-simple lots, golf villas shall have a minimum lot area of 4,800 square feet. The required minimum lot size for clustered lots which are associated with common open space shall be reduced to 2,400 square feet.
[4] Maximum density shall not exceed 17 units per acre for the area devoted to the golf villa/townhouse development.
[5] Maximum building coverage: 37%.
[6] Maximum impervious surface coverage: 60%.
[7] Parking: minimum of 2.0 spaces per golf villa. Garaged parking shall count toward the minimum requirement, provided that the garage space is a minimum of 10 feet by 18 feet in area and shall be deed restricted from use for storage or any use other than as a vehicle parking space.
[8] A sidewalk system shall be provided to service golf villas. Sidewalks shall be a minimum four feet in width, except where abutting parking lots where the sidewalk shall be six feet wide, as measured from the face of the curb.
[9] At least 20% of the residential dwelling units shall be for low- and moderate-affordable housing.

(e) **Reserved.** ~~The plan shall provide for the transfer of gross density from the golf course to other sections of the development, provided the following limitations are complied with:~~

~~[1] The plan shall provide for a total of not more than 120 golf suite units if no golf villas are proposed. Golf villa units may be substituted at a rate of 9/10 of a golf villa unit for each golf suite unit, provided that not more than 62 golf villas are proposed. If the maximum of 62 golf villas are proposed, not more than 50 golf suites may be included.~~

~~[2] The plan shall provide for not more than 13 new single-family building lots with a minimum of 1.0 acre of lot area.~~

(f) The plan shall provide that the aggregate floor area of all buildings, excluding garages, within the planned development shall not exceed the following limits:

Delete golf-villas under this subsection

(g) The plan shall provide that the floor area ratio of buildings and structures, as determined by the sum of all building floors, including garages, divided by the gross area of the entire planned development site, shall not exceed the following limits:

Delete golf-villas under this subsection

(h) The plan shall provide that the impervious coverage of buildings ad structures, as determined by the percentage of lot area covered by the aggregate area of all buildings and all paved surfaces, shall not exceed the following limits:

Delete golf-villas under this subsection

(i) ~~Golf villas. The maximum floor area of individual golf villa units, excluding garage space, shall be 3,800 square feet, provided that not more than 75% of the units exceed 1,900 square feet.~~

Amend Section 215-152.E.

E. Variable lot size provision within the R-1, R-1A, R-2, R-3 Zoning Districts.

In a major residential subdivision application for lands on any lot consisting of 4.5 acres or larger, located within the R-1, R-1A, R-2, R-3 Zoning District, variable lot sizes may be approved by the Planning Board. The lot sizes may be varied to the extent that not more than 35% of the lots may have areas of not less than 7,500 square feet each and a width of not less than 75 feet if sufficient of the remainder of the lots are increased in area so that the average lot size will not be less than 10,000 square feet. The Planning Board, in passing on such plats, shall consider the physical and structural characteristics, including topography, of the land comprising the subdivision and determine that such variation in lot size will provide a better use of the land for building sites than would a uniform lot size. The subdivider shall submit a plat map showing the development according to the requirements of the existing Zoning ~~R-1~~ District as shown in the Schedule of Area, Yard and Building Requirements and another plat map showing the

development as modified in accordance with this subsection. In no event shall the density of development throughout the subdivision exceed the exact number of lots that would have been permitted to be built if such development had proceeded on the basis of existing zoning district lot area and lot width requirements. ~~10,000 square feet per lot with a width of not less than 100 feet~~. All development subject to this provision shall provide a 10% set-aside for low- and moderate-income units. The low- and moderate-income units may be permitted on smaller lot sizes and may be in excess of the total units otherwise permitted.

APPENDIX 6 – AFFORDABLE HOUSING TRUST FUND ORDINANCE

1. Purpose

a) In Holmdel Builder's Association V. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.

b) Pursuant to P.L.2008, c.46 section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.

c) Pursuant to the Executive Reorganization Act of 1969, P.L. 1969, c. 203 (C. 52:14C-1 et seq.), the Governor abolished COAH and transferred all functions, powers, and duties to the Commissioner of the Department of Community Affairs, effective August 29, 2011. Any and all references to COAH shall mean the Department of Community Affairs (the Department).

d) This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to the Department's regulations and in accordance P.L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of the Department's rules on development fees, codified at N.J.A.C. 5:97-8.

2. Basic requirements

a) This ordinance shall not be effective until approved by the Department pursuant to N.J.A.C. 5:96-5.1.

b) The City of Northfield shall not spend development fees until the Department has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

3. Definitions

a) The following terms, as used in this ordinance, shall have the following meanings:

i. "**Affordable housing development**" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

ii. "**COAH**" or the "**Council**" means the New Jersey Council on Affordable Housing established under the Fair Housing Act which previously had primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State. Pursuant to the Executive Reorganization Act of 1969, P.L. 1969, c. 203 (C. 52:14C-1 et seq.), the Governor abolished the Council and transferred all functions, powers, and duties to the Commissioner of the Department of Community Affairs, effective August 29, 2011. As such, any and all references to COAH shall mean the Department.

iii. "**Development fee**" means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

iv. "**Developer**" means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

v. "**Equalized assessed value**" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).

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

4. Residential Development fees

a) Imposed fees

i. Within the R-1, R-1A, R-2, R-3, R-4, C-C, R-B district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of one and a half percent (1½%) percent of the equalized assessed value for residential development provided no increased density is permitted.

ii. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of six percent (6%) percent of the equalized assessed

value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

b) Eligible exactions, ineligible exactions and exemptions for residential development

i. Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

ii. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

iii. Owner-occupied residential structures demolished and replaced as a result of a fire, flood, or natural disaster shall be exempt from paying a development fee.

5. Non-residential Development fees

a) Imposed fees

i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

ii. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time

final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

b) Eligible exactions, ineligible exactions and exemptions for non-residential development

i. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.

ii. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

iii. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.

iv. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

v. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the City of Northfield as a lien against the real property of the owner.

6. Collection procedures

a) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

b) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete

Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

c) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.

d) Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

e) The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

f) Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

g) Should City of Northfield fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).

h) The developer shall pay 100 percent of the calculated development fee amount prior to the municipal issuance of a final certificate of occupancy for the subject property.

i) Appeal of development fees

   1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the City of Northfield. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the City of Northfield. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing trust fund

a) There is hereby created a separate, interest-bearing housing trust fund to be maintained by the chief financial officer for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

b) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
1. payments in lieu of on-site construction of affordable units;
2. developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
3. rental income from municipally operated units;
4. repayments from affordable housing program loans;
5. recapture funds;
6. proceeds from the sale of affordable units; and
7. any other funds collected in connection with [*insert municipal name*]'s affordable housing program.

c) Within seven days from the opening of the trust fund account, the City of Northfield shall provide the Department with written authorization, in the form of a three-party escrow agreement between the municipality, the bank, and the Department to permit the Department to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).

d) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by the Department.

8 Use of funds

a) The expenditure of all funds shall conform to a spending plan approved by the Department. Funds deposited in the housing trust fund may be used for any activity approved by the Department to address the City of Northfield's fair share obligation and may be set up as a grant or revolving loan program. Such activities

include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.

b) Funds shall not be expended to reimburse the City of Northfield for past housing activities.

c) At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of median income by region.

   i. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.

   ii. Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.

   iii. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

d) The City of Northfield may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.

e) No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more

than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with the Department's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

9. Monitoring

a) The City of Northfield shall complete and return to the Department all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the City of Northfield's housing program, as well as to the expenditure of revenues and implementation of the plan approved by the court. All monitoring reports shall be completed on forms designed by the Department.

10. Ongoing collection of fees

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

APPENDIX 7 – AFFIRMATIVE MARKETING ORDINANCE

AN ORDINANCE OF THE CITY OF NORTHFIELD TO ADDRESS THE REQUIREMENTS OF THE DEPARTMENT OF COMMUNITY AFFAIRS (DEPARTMENT) REGARDING COMPLIANCE WITH THE MUNICIPALITY'S PRIOR ROUND AND THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS

Section 1. Affordable Housing Obligation

(a) This Ordinance is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.

(b) The City of Northfield Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan has been endorsed by the governing body. The Fair Share Plan describes the ways the City of Northfield shall address its fair share for low- and moderate-income housing as determined by the Department of Community Affairs (the Department) and documented in the Housing Element.

(c) This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:97, as may be amended and supplemented.

(d) The City of Northfield shall file monitoring reports with the Department in accordance with N.J.A.C. 5:96, tracking the status of the implementation of the Housing Element and Fair Share Plan. Any plan evaluation report of the Housing Element and Fair Share Plan and monitoring prepared by the Department in accordance with N.J.A.C. 5:96 shall be available to the public at the City of Northfield Municipal Building, Municipal Clerk's Office, 1600 Shore Road, Northfield, New Jersey, or from the Department at 101 South Broad Street, Trenton, New Jersey and on the Department's website, www.nj.gov/dca.

Section 2. Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

"Accessory apartment" means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

"Act" means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

"Adaptable" means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

"Administrative agent" means the entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq.

"Affirmative marketing" means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

"Affordability average" means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

"Affordable" means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

"Affordable development" means a housing development all or a portion of which consists of restricted units.

"Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

"Affordable housing program(s)" means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

"Affordable unit" means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

"Agency" means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

"Age-restricted unit" means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80 percent of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Assisted living residence" means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

"Certified household" means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

"The Department" means the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

"DCA" means the State of New Jersey Department of Community Affairs.

"Deficient housing unit" means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

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

"Development" means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

"Inclusionary development" means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

"Low-income household" means a household with a total gross annual household income equal to 50 percent or less of the median household income.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"Median income" means the median income by household size for the applicable county, as adopted annually by the Department.

"Moderate-income household" means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"Non-exempt sale" means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

"Random selection process" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

"Regional asset limit" means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by the Department's adopted Regional Income Limits published annually by the Department.

"Rehabilitation" means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

"Restricted unit" means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

"Very low-income household" means a household with a total gross annual household income equal to 30 percent or less of the median household income.

"Very low-income unit" means a restricted unit that is affordable to a very low-income household.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

Section 3. Affordable Housing Programs

The City of Northfield has determined that it will use the following mechanisms to satisfy its affordable housing obligations:

Section 4. Inclusionary Zoning

(a) **Presumptive densities and set-asides.** To ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing, inclusionary zoning permits minimum presumptive densities and presumptive maximum affordable housing set-asides as follows:

1. For Sale Developments

   i. Inclusionary zoning in Planning Area 1 permits residential development at a presumptive minimum gross density of eight units per acre and a presumptive maximum affordable housing set-aside of 25 percent of the total number of units in the development;

   The zoning of the [*insert name of zone*] zone provides for a [*insert the percentage indicated in the Fair Share Plan*] percent set-aside for restricted units and a density of [*insert the density indicated in the Fair Share Plan*] units per acre. [*List specific zones in this Planning Area and the specific density and set-aside for each zone.*]

   ii. Inclusionary zoning in Planning Area 2 and designated centers permits residential development at a presumptive minimum gross density of six units

per acre and a presumptive maximum affordable housing set-aside of 25 percent of the total number of units in the development;

The zoning of the [*insert name of zone*] zone provides for a [*insert the percentage indicated in the Fair Share Plan*] percent set-aside for restricted units and a density of [*insert the density indicated in the Fair Share Plan*] units per acre. [*List specific zones in this Planning Area and the specific density and set-aside for each zone.*]

iii. Inclusionary zoning in existing or proposed sewer service areas outside of Planning Areas 1 or 2 permits residential development at a presumptive minimum gross density of four units per acre and a presumptive maximum affordable housing set-aside of 25 percent of the total number of units in the development;

The zoning of the [*insert name of zone*] zone provides for a [*insert the percentage indicated in the Fair Share Plan*] percent set-aside for restricted units and a density of [*insert the density indicated in the Fair Share Plan*] units per acre. [*List specific zones in these Planning Areas and the specific density and set-aside for each zone.*]

2. Rental Developments

i. Inclusionary zoning permits a presumptive minimum density of 12 units per acre and a presumptive maximum affordable housing set-aside of 20 percent of the total number of units in the development and the zoning provides for at least 10 percent of the affordable units to be affordable to households earning 30 percent or less of the area median income for the Housing Region.

The zoning of the [*insert name of zone*] zone provides for a [*insert the percentage indicated in the Fair Share Plan*] percent set-aside for restricted units and a density of [*insert the density indicated in the Fair Share Plan*] units per acre. [*List specific zones and the specific density and set-aside for each zone.*]

3. Where an executed development agreement exists for affordable housing on a specific site or sites, list the sites below and identify the density and set-aside for each.

[*List each affordable housing development and its density and set-aside.*]

(b) **Phasing.** In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10
50	50
75	75
90	100

(c) **Design.** In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

(d) **Payments-in-lieu and off-site construction.** The standards for the collection of Payments-in-Lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with N.J.A.C. 5:97-6.4.

(e) **Utilities.** Affordable units shall utilize the same type of heating source as market units within the affordable development.

Section 5. New Construction

The following general guidelines apply to all newly constructed developments that contain low- and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

(a) Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

1. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.
2. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.
3. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
    i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
    ii. At least 30 percent of all low- and moderate-income units shall be two bedroom units;
    iii. At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
    iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
4. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

(b) Accessibility Requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

   i. An adaptable toilet and bathing facility on the first floor;

   ii. An adaptable kitchen on the first floor;

   iii. An interior accessible route of travel on the first floor;

   iv. An interior accessible route of travel shall not be required between stories within an individual unit;

   v. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

   vi. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14, or evidence that the City of Northfield has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

      A. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

      B. To this end, the builder of restricted units shall deposit funds within the City of Northfield's affordable housing trust fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

      C. The funds deposited under paragraph B. above shall be used by the City of Northfield for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

      D. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the City of Northfield.

      E. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14, and that the cost estimate of such conversion is reasonable, payment shall be made to the City of Northfield's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.

      F. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in

compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

(c) Maximum Rents and Sales Prices

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and in THE DEPARTMENT, utilizing the regional income limits established by THE DEPARTMENT.
2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.
3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.
4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
5. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:
   i. A studio shall be affordable to a one-person household;
   ii. A one-bedroom unit shall be affordable to a one and one-half person household;
   iii. A two-bedroom unit shall be affordable to a three-person household;
   iv. A three-bedroom unit shall be affordable to a four and one-half person household; and
   v. A four-bedroom unit shall be affordable to a six-person household.
6. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:
   i. A studio shall be affordable to a one-person household;
   ii. A one-bedroom unit shall be affordable to a one and one-half person household; and
   iii. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a

mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
9. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
10. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.
11. **Utilities.** Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

Section 6. Affirmative Marketing Requirements

(a) The City of Northfield shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Department, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

(b) The affirmative marketing plan is a regional marketing strategy 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 housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the Department Housing Region 6 and covers the period of deed restriction.

(c) The affirmative marketing plan shall provide a regional preference for all households that live and/or work in the Department Housing Region 6 comprised of Atlantic, Cape May, Cumberland and Salem Counties.

(d) The Administrative Agent designated by the City of Northfield shall assure the affirmative marketing of all affordable units consistent with the Affirmative Marketing Plan for the municipality.

(e) In implementing the affirmative marketing plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

(f) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.

(g) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City of Northfield.

Section 7. Occupancy Standards

(a) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:

1. Provide an occupant for each bedroom;
2. Provide children of different sex with separate bedrooms; and
3. Prevent more than two persons from occupying a single bedroom.

(b) Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

Section 8. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

(a) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance until the City of Northfield elects to release the unit from such requirements however, and prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.

(b) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

(c) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.

(d) At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after

the unit's release from the requirements of this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

(e) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

(f) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 9. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

(a) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

(b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

(c) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.

(d) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

Section 10. Buyer Income Eligibility

(a) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

(b) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and

condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's certified monthly income.

Section 14. Limitations on indebtedness secured by ownership unit; subordination

(a) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.

(b) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).

Section 11. Control Periods for Restricted Rental Units

(a) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the [*insert name of municipality*] elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.

(b) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Atlantic. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

(c) A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:

1. Sublease or assignment of the lease of the unit;
2. Sale or other voluntary transfer of the ownership of the unit; or
3. The entry and enforcement of any judgment of foreclosure.

Section 12. Price Restrictions for Rental Units; Leases

(a) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

(b) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

(c) Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

Section 13. Tenant Income Eligibility

(a) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.

(b) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
3. The household is currently in substandard or overcrowded living conditions;
4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

(c) The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

Section 14. Administration

(a) The position of Municipal Housing Liaison (MHL) for the City of Northfield is established by this ordinance. The City of Northfield Council shall make the actual appointment of the MHL by means of a resolution.

1. The MHL must be either a full-time or part-time employee of the City of Northfield.
2. The person appointed as the MHL must be reported to the Department.
3. The MHL must meet all the Department requirements for qualifications, including initial and periodic training.

   **NOTE: if the MHL position is one that will always be included in the job description for a particular position in the local staff, e.g. Township Clerk, that position can be named in this ordinance.

4. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the City of Northfield, including the following responsibilities which may not be contracted out to the Administrative Agent:
   i. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
   ii. The implementation of the Affirmative Marketing Plan and affordability controls.
   iii. When applicable, supervising any contracting Administrative Agent.
   iv. Monitoring the status of all restricted units in the City of Northfield's Fair Share Plan;
   v. Compiling, verifying and submitting annual reports as required by the Department;
   vi. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
   vii. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Department.

(b) The City of Northfield shall designate by resolution of the Northfield City Council, subject to the approval of the Department, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:96, N.J.A.C. 5:97 and UHAC.

(c) An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Department. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

**NOTE: If it is decided that an employee of the municipality will act as administrative agent or if the Housing Affordability Service (HAS) of the Agency is selected, the determination of such can be included in this ordinance.

(d) The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Department;
2. Affirmative Marketing;
2. Household Certification;
3. Affordability Controls;
4. Records retention;
5. Resale and re-rental;
6. Processing requests from unit owners; and
7. Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.
8. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

Section 15. Enforcement of Affordable Housing Regulations

(a) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

(b) After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
    i. A fine of not more than $1,000.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;

ii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the City of Northfield's Affordable Housing Trust Fund of the gross amount of rent illegally collected;

iii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.

(c) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

(d) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

(e) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

(f) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

(g) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

(h) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 16. Appeals

Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Commissioner of the Department.

REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SEVERABILITY

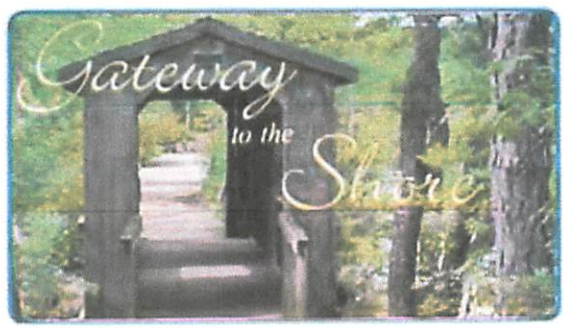
If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

EFFECTIVE DATE

This ordinance shall take effect upon passage and publication as provided by law.

2018 Master Plan Revisions
Housing Element and Fair Share Plan

2018 Master Plan Revisions
Housing Element
Fair Share Plan
&
Spending Plan
City of Northfield
Atlantic County, New Jersey



Adopted after a public hearing by Resolution 1-2018 of the
Northfield City Planning Board on August 21, 2018

Endorsed by the Governing Body on August 21, 2018

PREPARED BY:

Tiffany A. Cuviello, PP, LLC
Community Development and Planning

7 Equestrian Drive • Galloway, NJ 08205
Phone (609) 652-0271 or (856) 912-4415
tcuviello@comcast.net

2018 Master Plan Revisions
Housing Element
Fair Share Plan
&
Spending Plan
City of Northfield
Atlantic County, New Jersey

MAYOR

Erland Chau

COUNCIL MEMBERS

Greg Dewees, Council President
Cliff Murray, Council President Pro Tempore
Susan M. Korngut
Jeffrey Lischin
Cliff Murray
Jim O'Neill
Frank Perri, Jr.
Jim Travagline

Mary Canesi, Registered Municipal Clerk

PLANNING BOARD

Dr. Richard Levitt, Chairman
Clem Scharff, Vice Chairman
Erland Chau, Mayor
Frank Perri, Jr., Councilman
Sgt. Paul Newman
Jim Leeds
Ronald Roegiers
Derek Rowe
James Shippen
Henry Notaro, Alt. #1
Mark Bruno, Alt. #2
Joe Massari, Alt. #3
Daniel Reardon, Alt. #4

Norman J. Zlotnick, Solicitor
Matt Doran Professional Engineer
Robin Atlas, Secretary

Prepared By:

Tiffany A. Morrissey, AICP, PP#5533

The original of this document was signed and sealed in accordance with NJAC 13:41-1.3.b

TABLE OF CONTENTS

EXECUTIVE SUMMARY ____ *5*

INTRODUCTION ____ *8*

HOUSING ELEMENT ____ *11*

Affordable Housing Obligation ____ 11

Present Need – Rehabilitation Component ____ 11

Prior Round Component ____ 11

Prospective Need Component ____ 11

Vacant Land Adjustment ____ 12

FAIR SHARE PLAN ____ *13*

Affordability Requirements ____ 13

Consideration of Lands Appropriate for Affordable Housing ____ 13

Availability of Existing and Proposed Infrastructure ____ 14

Affordable Housing Plan ____ 15

Rehabilitation Obligation: ____ 15

Prior Round and Prospective Need: ____ 15

Prior Round ____ 16

Prospective Need ____ 20

Unmet Need ____ 22

Affordable Housing Trust Fund ____ 23

Cost Generation ____ 23

Monitoring ____ 24

Fair Share Ordinance And Affirmative Marketing ____ 24

CONCLUSION ____ 25

SPENDING PLAN ____ *26*

Revenues for Certification Period ____ 26

Administrative Mechanism To Collect And Distribute Funds ____ 27

Anticipated Use Of Affordable Housing Funds ____ 28

Expenditure Schedule ____ 30

Summary ____ 30

APPENDIX 1 – Settlement Agreement
APPENDIX 2 – MOU with Mason Properties, LLC
APPENDIX 3 – Infrastructure
APPENDIX 4 –Caring House 30
APPENDIX 5 – Caring House 45
APPENDIX 6 – Butterfly Properties
APPENDIX 7 – Community Quest
APPENDIX 8 – Career Opportunity Development, Inc.
APPENDIX 9 – Implementing Zoning Ordinances
APPENDIX 10 – Affordable Housing Trust Fund Ordinance
APPENDIX 11 – Affordable Housing/Affirmative Marketing Ordinances

EXECUTIVE SUMMARY

This Housing Element and Fair Share Plan has been prepared for the City of Northfield, Atlantic County, in accordance with the N.J. Fair Housing Act (hereinafter the "FHA") at N.J.S.A. 52:27D-301et. seq. Because the Supreme Court invalidated the second iteration of the Round 3 regulations adopted by the New Jersey Council on Affordable Housing ("COAH") via in In re Adoption of N.J.A.C. 5:96 & 5:97 by NJ Council on Affordable Housing, 215 N.J. 578 (2013), this Housing Element and Fair Share Plan ("Affordable Housing Plan") comports with COAH's Round 2 rules at N.J.A.C. 5:91 et seq. and N.J.A.C. 5:93 et seq.

Pursuant to an Order entered by Honorable C. Johnson on January 5, 2015, this Affordable Housing Plan addresses the City's indigenous need rehabilitation obligation of fourteen (14) units, and its Prior Cycle prospective need obligation of one hundred and ninety (190) units. Due to the uncertainty surrounding COAH's regulations and the potential for significant changes to the Mount Laurel doctrine in the next several months, the City reserves the right to amend this Plan as the need arises.

Two other aspects of Judge Johnson's Order are notable.

First, it acknowledges that the City was required to introduce an Ordinance to rezone the property located at Block 17, Lots 4 and 7-12 on the City's Tax Map currently owned by Max Gurwicz and Sons, Inc. and commonly referred to as the "MGS Site." On December 16, 2014, the City complied with this obligation by adopting this Rezoning Ordinance which permits MGS to develop the MGS Site with an inclusionary development with a maximum of 265 non-age restricted apartment units with a mandatory 15 percent affordable housing set aside resulting in 40 affordable housing credits for the City. Because the City intends to seek "rental bonus" credits pursuant to N.J.A.C. 5:93-5.15(d)(1), the MGS development will eventually result in up to 80 affordable housing credits to be applied to the City's Mount Laurel obligations. On December 16, 2014, the City also authorized the execution of a formal Developer's Agreement further delineating the rights and responsibilities of MGS, the City, and the Northfield Planning Board, and on January 8, 2015, the Planning Board similarly authorized execution of the Agreement. By rezoning the MGS site and entering into the Developer's Agreement, the City effectively avoided the costs and burdens associated with defending a "builder's remedy lawsuit" by MGS.

Second, the Order notes that the City and Planning Board shall remain "immune" from all

exclusionary zoning and builder's remedy lawsuits as long as the City filed with the Court a duly-adopted and endorsed Housing Element and Fair Share Plan. This action is consistent with Resolution 94-2014 (the "catalyst resolution") by the City Council adopted on May 15, 2014 wherein the City of Northfield formally committed to comply voluntarily with its Mount Laurel obligations and sought to do so free from the costs and burdens of Mount Laurel lawsuits. It is also consistent with the formal declaratory action filed by the City on May 16, 2014 and styled as In the Matter of the Application of the City of Northfield, County of Atlantic, Docket No.: ATL-L-2050-14. By taking these actions, Northfield took the first steps to comply with the overarching principal of the Mount Laurel doctrine which encourages New Jersey municipalities to provide their constitutional "fair share" of affordable housing voluntarily and without the need for exclusionary zoning lawsuits. Adoption by the Planning Board, endorsement by the City Council, and subsequent filing of the Plan with the Court will advance this principal and accordingly will permit the City and Planning Board to secure approval of the Plan while retaining immunity from suit.

On October 20, 2014, COAH reached a voting deadlock and therefore violated the Supreme Court's March 14, 2014 Order by failing to adopt new Round 3 regulations on or before October 22, 2014. On October 31, 2014, Fair Share Housing Center ("FSHC") filed a motion to enforce litigants' rights arguing that, because COAH cannot or will not do its job, the Court should (1) expose the 314 municipalities under COAH's jurisdiction to exclusionary zoning lawsuits on a case-by-case basis; and (2) direct the trial courts to take over all the functions of COAH. Oral argument on this motion took place on January 6, 2015. and, on March 10, 2015, the Supreme Court issued an opinion styled as In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015)("Mount Laurel IV"). The gravamen of Mount Laurel IV was that, because COAH was "moribund" and no longer implementing the provisions of the FHA, the Supreme Court was left with no choice but to transfer jurisdiction over all Mount Laurel matters to trial judges across the state. In addition, the Court established procedures and deadlines to enable municipalities to secure or extend immunity by filing a timely Declaratory Judgment Action ("DJ Action") and asking the trial judge to review and ultimately approve their Round 3 Housing Element and Fair Share Plans.

Consistent with these procedures, the City filed a timely DJ Action in July of 2015. The DJ Action sought judicial approval of the City's Round 3 Affordable Housing Plan to be memorialized through an Order commonly referred to as a Judgment of Compliance and Repose ("JOR"). Two entities responded to this pleading, including Fair Share Housing Center ("FSHC"), a renown nonprofit affordable housing advocacy group; and Mason Properties, LLC ("Mason"), a property owner that intends

to construct a 80-unit inclusionary development in the City. After a period of negotiations, the City entered into agreements with FSHC and Mason and, on June 1, 2018, Honorable Nelson C. Johnson, J.S.C. approved them via a duly-noticed Mount Laurel "Fairness Hearing." This Plan is therefore prepared to comport with the collective terms of both approved agreements.

INTRODUCTION

On January 22, 2015, the City of Northfield prepared, adopted, and endorsed an Affordable Housing Plan ("2015 Plan") to address its 190-unit Prior Round Obligation. This Affordable Housing Plan ("2018 Plan") amends the 2015 Plan by adding the Mount Laurel compliance techniques through which the City will satisfy its Round 3 obligation. The "Housing Element" portion of the 2018 Plan carries forward the Demographic Analysis from the 2015 Plan verbatim. This Plan also includes a number of ancillary documents, including a Spending Plan that (1) accounts for the funds already deposited, and to be deposited through 2025, into the City's Mount Laurel Trust Fund; and (2) demonstrates the manner in which the City intends to expend the funds to advance the interests of the region's low- and moderate-income households.

Every municipality in New Jersey has a constitutional obligation to provide a "realistic opportunity" for the construction of its "fair share" of affordable housing. This obligation was established as a result of the Mount Laurel opinions issued by the Supreme Court of New Jersey between 1975 and the present and the enactment of the FHA by the Legislature in 1985. In accordance with the Municipal Land Use Law, a municipality may not adopt a zoning ordinance unless it has adopted a Housing Element. N.J.S.A. 40:55D-1 et. seq.. A Fair Share Plan addressing how the municipality will provide for affordable housing is an essential component of the Housing Element. Pursuant to N.J.S.A. 52:27D-310 the Housing Element is required to include the following:

- 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.

COAH's regulation at N.J.A.C. 5:93-5.1 further requires the City's Housing Element to "include the municipality's strategy for addressing its present and prospective housing needs," and the following information and documentation must be submitted with the Housing Element and Fair Share Plan:

- The minimum requirements of the Fair Housing Act, N.J.S.A. 52:27D-310 (listed above);
- 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 six years subsequent to the adoption of the housing element, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- An analysis of the municipality's demographic characteristics, including, but not 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 for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing;
- A consideration of the lands that are most appropriate for construction of low and moderate income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing;
- A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot and block;
- The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites;
- Copies of necessary applications for amendments to, or consistency determinations regarding, applicable area wide water quality management plans (including wastewater management plans).
- A copy of the most recently adopted municipal master plan and where required, the immediately preceding, adopted master plan;

- For each designated site, a copy of the New Jersey Freshwater Wetlands maps where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;

- A copy of appropriate United States Geological Survey Topographic Quadrangles for designated sites; and

- Any other documentation pertaining to the review of the municipal housing element as may be required by the Council.

Pursuant to N.J.A.C. 5:93-5.15(c), if a municipality intends to collect development fees, it shall prepare a plan to spend development fees that includes the following:

- A projection of revenues anticipated from imposing fees on development, based on historic development activity;

- A description of the administrative mechanism that the municipality will use to collect and distribute revenues;

- A description of the anticipated use of all development fees;

- A schedule for the creation or rehabilitation of housing units;

- If the municipality envisions being responsible for public sector or non-profit construction of housing, a pro-forma statement of the anticipated costs and revenues associated with the development; and

- The manner through which the municipality will address any expected or unexpected shortfall if the anticipated.

HOUSING ELEMENT

The Demographic Analysis prepared in the January 2015 Housing Element is not amended as a result of this plan. The analysis in said plan is from 2010 Census Data and remains valid.

Affordable Housing Obligation

Pursuant to a settlement agreement dated April 27, 2018 by and between the Township and Fair Share Housing Center, the Township's affordable housing obligation includes the following:

Rehabilitation Share (per the Kinsey Report[1])	17
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	190
Third Round (1999-2025) Prospective Need (per the Kinsey Report, as adjusted by FSHC settlement agreement, including the "Gap Period" between 1999 and 2015)	89

Present Need – Rehabilitation Component

The Rehabilitation obligation is determined by calculating the number of deficient housing units occupied by low and moderate income households within the City. This figure is calculated using indices such as overcrowding of units constructed prior to 1950, incomplete kitchen and plumbing facilities and the estimated number of low and moderate income households in the municipality. The City's rehabilitation obligation is **17 units.**

Prior Round Component

The Prior Round obligation is the City's cumulative Round 1 and 2 affordable housing obligation for the years between1987 and 1999. The City's Prior Round obligation is **190 units.**

Prospective Need Component

Pursuant to the FSHC agreement referenced above, the City's Round 3 obligation is **89 units.** The Round 3 Prospective Need includes the so-called "Gap Period Present Need," which is a measure of households formed from 1999-2015 that need affordable housing, created by the Supreme Court in In re

[1] David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, July 2015.

Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

Vacant Land Adjustment

A Vacant Land Adjustment ("VLA") is warranted because the City lacks sufficient vacant, suitable land to fully-satisfy its Prospective Need obligations. A VLA requires an inventory of vacant parcels. The municipality may exclude vacant contiguous parcels if they would accommodate less than five (5) dwelling units utilizing a presumptive density of six (6) units per acre. Additionally, the municipality may eliminate sites that are environmentally sensitive (as defined under N.J.A.C. 5:93-4.2(e)2); active recreational lands; conservation, parklands and open space. The total vacant land in the City is estimated at just over 256 acres. This list does not include restricted open space and recreation or any sites included in the Fair Share Plan. The properties excluded from the vacant land inventory total of 35.2 acres as either restricted open space or lots too small for development. The parcels excluded from the Vacant Land Inventory are as provided for under N.J.A.C. 5:93-4.2(e).

By presuming a development density of 6 units per acre with a 20% affordable housing set-aside, the roughly 16 vacant, suitable acres in the City create a Realistic Development Potential ("RDP") of 18 units. The City's Vacant Land Analysis and resulting RDP calculation are set forth in the table below.

VACANT AND UNDERUTILIZED PARCELS (ADJUSTED FOR WETLANDS)

Block	Lot	Property Location	Owner's Name	Zone	Acreage	Acreage Less Wetlands	RDP @ 6 u/a	20% Set Aside	Comments
1	9 & 10	2713 ZION RD	CUMMINGS, BETTY J	R-1A	6.29		37.74	7.548	Bayview Garden Center
16.01	46.01	800 TILTON RD	NIKMEHR PROP.-GENUINE PARTS CO.	C-B	1.760	0.880	5.3	1.1	
41	13	NORTHFIELD AVE	SIGANOS REALTY, LLC	O-PB	0.422		7.5	1.5	Adjoining Parcels
41	14	NORTHFIELD AVE	SIGANOS REALTY, LLC	O-PB	0.424				
41	15	407 NORTHFIELD AVE	RICHARD SIMON,TRUSTEE	O-PB	0.399				
66	11	DOLPHIN AVE	CITY OF NORTHFIELD	R-1	1.1		13.5	2.7	
69	1.02	605 DOLPHIN AVE	CITY OF NORTHFIELD	S.C.	1.15				
59	2.01	807 TILTON RD	PINCHUS KIEJDAN ESTA MARITAL TR B	R-C	4.450		26.7	5.3	
				Totals	15.995	0.880	90.7	18.1	

Subtracting the 18-unit RDP from the City's Prospective Need Obligation of 89 results in a downward fair share adjustment of 71 units. This remainder is known as "Unmet Need," that portion of the obligation which can not be satisfied due to the lack of available land. Pursuant to the FSHC agreement, the City has proposed overlay zoning to help satisfy their unmet need as discussed below.

FAIR SHARE PLAN

Affordability Requirements

Affordable housing is defined under N.J.'s Fair Housing Act as a dwelling, either for sale or rent that is within the financial means of households of low or moderate income as income is measured within each housing region. The City of Northfield is in COAH's Region 6, which includes Atlantic, Cape May, Cumberland and Salem counties. Moderate–income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. As required by the amended FHA (Roberts bill), 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 ("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 that the rents and sale prices for affordable units are derived. These figures are updated annually.

Consideration of Lands Appropriate for Affordable Housing

Consistent with smart growth principles, the City has chosen to intersperse affordable housing throughout existing residential neighborhoods in the City and in proximity to transportation corridors including the N.J. Transit bus service stops, U.S. Route 9 (New Road) and County Route (Tilton Road), which is a major county roadway traversing across the County from the City of Northfield to the Township of Galloway. These areas of the City provide the greatest number of employment opportunities and services. The developed portions of the City (excluding the marshlands) are within the State Planning Area 1, which is conducive and appropriate for development.

The City has analyzed whether inclusionary zoning and the development of 100% affordable housing sites would serve the City to address its fair share obligation and as discussed below has determined that a combination of these types of development would be appropriate to satisfy the City's prior round fair share obligation.

N.J.S.A. 52:27D-310(f) requires the City to identify sites owned or controlled by developers who have expressed a willingness to construct affordable housing. Pursuant to this requirement the City notes that Max Gurwicz and Sons, Inc., the owner of Block 17, Lots 4 and 7-12 on the City's Tax Map, has expressed an interest in constructing affordable housing, (hereinafter "MGS Site"). The parties have engaged in settlement discussions and on December 16, 2014, the City complied with this obligation by adopting this Rezoning Ordinance which permits MGS to develop the MGS Site with an inclusionary development with a maximum of 265 non-age restricted apartment units with a mandatory 15 percent affordable housing set aside resulting in 40 affordable housing credits for the City.

This plan also notes Mason Properties, LLC the owner of Block 92, Lots 25, 28, 29, 33 & 34 and Block 52, Lot 4.01 on the City's Tax Map, as having an interest in constructing affordable housing, (hereinafter "Mason Properties"). The parties have engaged in a Memorandum of Understanding dated June 19, 2018 and approved by resolution 128-2018 to include this site in the affordable housing plan. The property will be rezoned to permit an inclusionary development with a minimum of 12 units per acre but up to 15 units per acre with a mandatory 15% affordable housing set-aside requirement. The development would include age-restricted residential units.

Availability of Existing and Proposed Infrastructure

The City has infrastructure capacity to address its prior round fair share obligation. Public water is provided to the City through existing reservoirs and treatment plants operated by the New Jersey American Water Company. Capacity exists to provide public water to address the City's affordable housing developments.

The Atlantic County Utilities Authority (ACUA) owns and operates a sewage collection system, pumping stations and treatment plant, which serves the City of Northfield. The City's affordable housing obligation, as well as any market rate units associated with it, will be adequately served with public sewer capacity provided by the Atlantic County Utilities Authority. (See Appendix for letters from utilities)

Affordable Housing Plan

Rehabilitation Obligation:

The Atlantic County Improvement Authority ("ACIA") has been responsible for administering a rehabilitation program throughout Atlantic County through their "Owner Occupied Housing Rehabilitation Program". The ACIA places liens on participating properties and recaptures funding upon re-sale. ACIA uses federal Community Development Block Grant (hereinafter "CDBG") funds as well as prior rehabilitation funds paid back at the time of a home sale to operate a county-wide housing rehabilitation program for owner-occupied housing. The ACIA will provide for the City's 17 unit rehabilitation obligation

Prior Round and Prospective Need:

As set forth above, the City of Northfield must address a Prior Round (1987-1999) obligation of 190 units and a Prospective Need obligation of 89 units, for a total of 279. COAH has established parameters that establish rental requirements, age-restricted housing limitations, and rental bonuses as housing credits. Pursuant to those parameters, the City Fair Share Plan must create a minimum of 52 family rental units. The City is also permitted to receive a rental bonus for rental units that meet the criteria under N.J.A.C. 5:93-5.15(d), up to a maximum of 52 bonus credits. The total affordable housing units shall be permitted to utilize a maximum of 52 age-restricted units. N.J.A.C. 5:93-5.14(a)3. (These calculations include the Prior Round and RDP but not the Unmet Need in determining the bonus credits and family and age restricted unit caps. These numbers adjust at a point when the unmet need is satisfied. Therefore the maximum bonus permitted is 117 credits if all of the unmet need is addressed.)

City of Northfield Affordable Housing Obligation			
	Total Obligation	Prior Round	Prospective Need
Obligation	279	190	89 RDP-18 Unmet Need-71
Less Prior Cycle Credits	0	0	0
Total Obligation	279	190	89
Rental Minimum – 25%	70	47	5
Age-Restricted Maximum – 25%	70	47	5
Maximum Rental Bonus – 25%	70	47	5

The City proposes to satisfy its affordable housing obligation through various mechanisms all of which will be discussed throughout this report. The following summarizes the City's Fair Share Plan.

Prior Round

Northfield Housing Sites						
Property	Location	Block	Lot	COAH Units	Bonus Credits	Housing Type
Community Quest	2026 Cedarbridge Road	84	23	3		Group Home
Caring, Inc.	103 E. Mill Road	173	7	6		Group Home
Career Opportunity Development Inc.	322 Shore Road	179.02	44.02	4	4	Group Home
Butterfly Properties	116 Oakcrest	76	4	3	3	Group Home
Habitat For Humanity	Maple Avenue	67	9 & 10	1		Family
Habitat For Humanity	Jackson/Roosevelt Avenue	121	1	2		Family
Gurwicz/MGS Development	Cresson Avenue Tilton Road			40	40	Family
Mason Properties	Mill Road and Wabash Avenue	92	25, 28, 29, 33 & 34	12		Age Restricted
AC Country Club	Shore Road	175 (179.01)	48 (1.01)	72		Family
TOTAL CREDITS				143	47	190

Supportive and Special Needs Housing

- Community Quest

  Community Quest. provides community based residences for adults who have development disabilities. This property is located on Block 84, lot 23 and consists of a single-family dwelling being used as a group home. The facility is licensed by the NJ Department of Human Services as a Group Home. The property contains 3 bedrooms. The total affordable housing credits for this property would be 3 Credits (See group home documentation in the Appendix of the Fair Share Plan)

- Caring House 30 – 103 E. Mill Road

  Caring, Inc. provides community based residences for adults who have development disabilities. This property is located on Block 173, lot 7 and consists of a single-family dwelling being used as a group home. The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 2012 and contains 6 bedrooms. The total affordable housing credits for this property would be 6 Credits (See group home documentation in the Appendix of the Fair Share Plan)

- Career Opportunity Development Inc. (CODI) – 322 Shore Road

  Career Opportunity Development Inc. (CODI) provides community based housing for adults who have development disabilities. The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 2003 and contains 4 bedrooms. (See group home documentation in the Appendix of the Fair Share Plan)

- Butterfly Properties – 116 Oakcrest Avenue

  This property is managed by Butterfly Properties and is funded by the HUD 811 program. The development was sponsored by Collaborative Support Programs of New Jersey as a provider of housing for persons that are mentally ill. The residence provides housing to persons 18 years of age and older that are chronically mentally ill. The property contains controls for 99-years extending through 2094 (effective in 1995). The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 1998 and contains 3 bedrooms. The property is eligible for 3 bonus credits since the lengths of controls extend beyond 30 years. The total affordable housing credits for this site are 6 credits. (See group home documentation in the Appendix of the Fair Share Plan)

Habitat for Humanity

The City of Northfield will work with Habitat for Humanity in creating affordable housing opportunities. The City owns two parcels that will be donated to Habitat for Humanity.

- *Parcel 1.* The City owns Block 67, Lots 9, 10 & 11 along Maple Avenue. This parcel consists of 0.3186 acres and can accommodate a minimum of 1 residential unit. The lots would be slightly undersized as compared to the existing zoning, but they would be compatible in size with the surrounding neighborhood. The current zoning designation is Residential R-1 and permits a minimum lot size of 10,000 square feet.

- *Parcel 2.* The City owns Block 121, Lot 1 with frontage on Jackson Avenue and Roosevelt Avenue. The City will work with Habitat for Humanity to subdivide this parcel into two residential parcels of at least 5,000 square feet or greater. The total tract is estimated at 13,499

square feet. The land will be donated to Habitat for Humanity to construct two affordable housing units. The current zoning on this parcel is Residential R-2 and requires a minimum lot size of 7,500 square feet with a 70-foot lot width. The existing parcel will not meet the minimum lot width or size requirements, however, they new lots would be compatible with the lots in the surrounding neighborhood.

MGS – Cresson Avenue

This parcel is located on Cresson Avenue and Tilton Road and consists of 20.4 acres. The site was rezoned to permit multi-family residential development at a density of 13 units per acre or up to 265-units. The zoning requires a 15% set-aside for low/moderate income housing, or 40 units.

This property is located in the northeastern corner of the City and is bordered by a Regional Commercial shopping center to the west. The northern boundary of the site is co-existent with the Township of Egg Harbor. The southeastern boundary of the site includes an existing residential neighborhood of single-family detached dwellings on lots with a range in size of 8,000 to 10,000 square feet.

Arthur Henry (Mill Road/Wabash Avenue)

This parcel is located on Block 92, Lots 25, 28, 29, 33 & 34 and Block 52, Lot 4.01. The property contains a non-conforming business operation of a construction company. The uses on the property include an office, shop and storage building as well as an outside storage yard for equipment and materials. The site is bordered to the west by the City Library and the local bike path runs along the street frontage just opposite the site on Wabash Avenue. The surrounding neighborhood includes single-family detached dwelling units on lot sizes that range from 8,000 square feet to 13,000 square feet (approximately).

The site is currently zoned Residential R-1, permitting a single-family residential at a density of 4.3 units per acre on 10,000 square foot lots. This zoning district also permits Residential Senior Housing as a permitted conditional use. As a conditional use a property of at least 7 acres may create a Planned adult development with a density of 12 units per acre. The zoning also permits Mid-Rise Senior Citizen Housing as a conditional use on lots of 15 acres at a density of 15 units per acre. Both of these conditional uses require a 20% set-aside for low/moderate income housing.

The City proposes to enact a new zone on this parcel, Affordable Housing 1-Age Restricted district (AH1-AR) with a density of 12 units per acre. The site would accommodate a minimum of 80 units of which 12 would be affordable housing units using a set-aside of 15%. This zoning is generally consistent with the existing permitted conditional use standards. The City will utilize the existing conditional use standards for a Planned Adult Development for the proposed rezoning and adjust the minimum lot size to 6.5 acres. The Planned Adult Development will become a permitted use by right on the subject parcel. Additional requirements shall be included in the zoning ordinance as per the Memorandum of Understanding included in the Appendix of this report. The draft ordinance is included in the Implementing Ordinances attached to this report.

Atlantic City Country Club

This parcel is located along Shore Road and consists of 225 acres, of which approximately 110 acres are considered uplands. The site is currently zoned Country Club C-C, permitting a golf course and single-family residential dwelling units. The zoning district also permits a Country Club Community as a permitted conditional use. The Country Club Community would permit a combination of golf course, single-family residential on one-acre lots, golf villas and golf suites for a maximum of 62 golf-villas, 50 golf-suites and 13-single-family dwelling units.

The City proposes to amend the existing Country Club Community standards to permit increased residential densities with an affordable housing set-aside. The ordinance would restrict the residential development to areas on Block 175, Lot 48 and Block 179.01, Lot 1.01. The ordinance would maintain the golf-course and club house. The zoning would permit up to 360 residential units as a combination of golf villas and townhouse units. The golf suites would continue to be a permitted use separate from the golf villas. It is estimated that the areas available for development consists of approximately 21+/- acres. The residential density on the 21 acres (excluding the balance of the 18-hole golf course) would be 17 units per acre. This would permit up to 72 affordable housing units with a 20% set-aside.

The Atlantic City Country Club is under private ownership. It was founded in 1897 and is known as "The Birthplace of the Birdie" as well as being where the term "Eagle" was coined. (www.accountryclub.com *Course History*) The City recognizes the importance of the golf course and its future success. The City wants to see the golf course preserved as a fundamental part of the community. The proposed ordinance would not eliminate the 18-hole course but allow for added development along its fringe areas.

Prospective Need

Property	Location	Block	Lot	COAH Units	Bonus Credits	Housing Type
Caring Inc.	120 E. Mill Road	168	12	5	5	Group Home
Tilton Road Mixed Use	Tilton Road	16.01	52 & 57	8		Family
City Owned Site	Dolphin Avenue	69	1.02	3		Family
		66	11			
TOTAL CREDITS				16	5	21

Supportive and Special Needs Housing

- Caring House 45 – 120 E. Mill Road

Caring, Inc. provides community based residences for adults who have development disabilities. This property is located on Block 168, lot 12 and consists of a single-family dwelling being used as a group home. The facility is licensed by the NJ Department of Human Services. The property received a Certificate of Occupancy and license in 2013 and contains 5 bedrooms. (See group home documentation in the Appendix of the Fair Share Plan)

Tilton Road – Mixed Use

This parcel is a combination of two properties located on Block 16.01, Lots 52 and 57 and consists of 15.51 acres. The site is currently zoned Regional Commercial R-C, permitting non-residential development. This zoning district also permits Residential Senior Housing as a permitted conditional use. As a conditional use a property of at least 7 acres may create a Planned adult development with a density of 12 units per acre. The zoning also permits Mid-Rise Senior Citizen Housing as a conditional use on lots of 15 acres at a density of 15 units per acre. Both of these conditional uses require a 20% set-aside for low/moderate income housing.

The City proposes to rezone this parcel as an overlay Affordable Housing 2-Mixed Use (AH2-MU) with a density of 2.6 units per acre. The site would accommodate up to 40 multi-family housing units with an affordable housing set-aside of 20% or 8 units. The zoning would also permit first floor commercial/office space. The City currently does not permit multi-family residential housing as a mixed use. The overlay zone will offer additional opportunities for development that would not otherwise exist. The ability to create multi-family housing with first floor commercial provides incentives making the new land use more attractive and feasible on this property.

A portion of this property is impacted by wetlands and additional investigations will need to be completed to determine the useable building envelope. However, given the permitted site coverages under the CAFRA regulations and the location of the property along a commercial corridor, the mixed-use development zoning provides an improved opportunity for development.

The site will also continue to permit the age-restricted housing development as a permitted conditional use. The requirements of the existing ordinance for the conditional use development includes a 20% affordable housing set-aside. In this development scenario the site could accommodate a greater housing density but no commercial space. The City reserves the right to review the appropriateness of the age-restricted conditional use standards at a later date.

The site is located on the City's primary commercial corridor, Tilton Road. It is bordered to the north by a newly constructed office building. The southern side of the site includes various non-residential land uses including a small shopping center with a lawn and garden contractors yard in the rear. Opposite the site on the eastern side of Tilton Road is a larger shopping center. To the rear of the shopping center is the recently zoned affordable housing site for MGS properties.

City Owned Site

The City owns just over 2 acres on property along Dolphin Avenue on Block 66, Lot 11 and Block 69, Lot 1.02. The two parcels are not contiguous. The properties are currently zoned Residential R-1, permitting a single-family residential at a density of 4.3 units per acre on 10,000 square foot lots.

The property is located along Dolphin Avenue and Harvey Drive. The parcel along Harvey Drive is wooded and is bordered by a single-family dwelling on the north and west. The single-family dwellings are on larger lots of between 30,000 square feet to one acre. Opposite the site on the east side of Dolphin Avenue is the Atlantic County public works yard. The parcel on Dolphin Avenue is also wooded and is completely surrounded by the Atlantic County public works yard.

Block 66, Lot 11 is located at the corner of Harvey Drive and Dolphin Avenue and contains one acre of land. The current zoning would permit the lot to be subdivided into at least four lots in terms of the implied density. Block 69, Lot 1.02 is located along Dolphin Avenue and contains 1.12 acres of land. This parcel would also permit up to four lots based on the current density limitations. The City proposes to permit development on these properties which would yield at least 3 affordable housing units. This

would be achievable under the current zoning with a restriction that the lots be utilized for affordable housing either through partnership with Habitat for Humanity or through a similar partnership. The City may also elect to develop the sites in the future with Housing Trust Fund money if and when the fees collected yield enough to allow for the proposed development.

Unmet Need

The City has completed a Vacant Land Adjustment and as such they have a Realistic Development Potential (RDP) of 18 units. The above mechanisms provide up to 21 credits leaving an unmet need of 68 units. The City will implement the following mechanisms to address the 68-unit remaining portion of its allocation of the Round 3 regional need or "unmet need":

Overlay Zone:

The City will create an overlay zone for Block 40, Lots 28, 29 & 40 (St. Gianna Deretta Molla Parish) to permit the development of complimentary housing options. This site is currently developed with the existing parish, rectory and associated improvements. The overlay zoning would permit the creation of an inclusionary or 100% affordable age-restricted development, independent living or congregate care/assisted living facility. The total site is 14.4 acres with approximately 6 acres available for development. The ordinance would permit the housing to be developed in addition to the existing church campus. The site would be permitted to create at least 100 units/beds with 20 affordable units. The zoning would permit 100% affordable or market-rate with a minimum 20% set-aside. The market-rate would allow a density to support a minimum of 20 affordable housing units. Since the Catholic Church owns the site it is feasible to permit a 100% affordable development which could generate additional housing credits.

Inclusionary Zoning Ordinance:

The City proposes a municipal-wide ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more.

Miscellaneous Provisions

The City has provided for affordable housing opportunities under the existing zoning for age-restricted developments. In the R-1 and the RC zones the City permits a Planned Adult Community with 12 units per acre with a 20% low- and moderate-income set aside. The same districts also permit a mid-rise age-restricted development of 15 units per acre with a 20% low- and moderate-income set aside. These conditional uses will remain in the ordinance, continuing to provide future affordable housing opportunities.

Bonus Provisions

In accordance with N.J.A.C. 5:93-5.15 the City of Northfield intends to take bonus credits for up to 25% the family rental units in this plan at the time they are completed and occupied. The projected rental bonus would account for up to 52 credits. The City reserves the right to apply additional bonus credits from units that become available as the unmet need is satisfied and they become eligible.

Affordable Housing Trust Fund

The City of Northfield adopted an affordable housing trust fund ordinance in accordance with COAH rules for the purposes of funding affordable housing activities in December of 2017 under Ordinance 15-2017. At the present time the fund is anticipated to assist with the municipally sponsored projects. The City recognizes that is required to adopt a Spending Plan for review and approval prior to any funds being expended. A Spending Plan is included as part of this report. The draft Affordable Housing Trust Fund ordinance is attached as an Appendix to this report.

Cost Generation

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

Monitoring

The City of Northfield shall complete COAH's annual monitoring reports for the City's Affordable Housing Trust Fund and of the affordable housing units and programs.

Fair Share Ordinance And Affirmative Marketing

The City of Northfield has prepared an Affirmative Marketing and Fair Share Ordinance in accordance with COAH's substantive rules, N.J.A.C. 5:93-9, and the UHAC at N.J.A.C. 5:80-26. The City's Fair Share Ordinance will govern the administration of affordable units in the City as well as regulating the occupancy of such units. The Fair Share Ordinance (see draft in Appendix) covers the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and sales prices, affirmative marketing, income qualification and the like. The costs of advertising and affirmative marketing of the affordable units (including the contract with the Administrative Agent) shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City.

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 City. 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 #6, consisting of Atlantic, Cape May, Cumberland and Salem 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 with 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 availability of affordable units, contract with the Administrative Agent, etc.) are the responsibilities of the developers of the affordable units. This requirement will be included in the City's fair share ordinances and shall be a condition of any municipal development approval.

CONCLUSION

There are limited remaining opportunities to create affordable housing in the City given the scarcity of vacant or underutilized parcels. Despite this, the City proposes to meet its Prior Round affordable housing obligation through various mechanisms as demonstrated herein. The City also recognizes there is a need to provide future opportunities for affordable housing and therefore will revise portions of the existing zoning ordinance to ensure larger residential developments provide affordable housing.

SPENDING PLAN

This Spending Plan has been prepared in accordance with the approved Settlement Agreement with Fair Share Housing Center and Mason Properties, LLC. The City of Northfield has not collected any fees for affordable housing as they have not implemented the proposed Development Fee Ordinance included in the Appendix of this Fair Share Plan amendment. Any future funds collected under this ordinance will be deposited into the affordable housing trust fund. These funds shall be spent in accordance with N.J.A.C. 5:93-8.1-8.22 as described in the sections that follow.

Revenues for Certification Period

To calculate a projection of revenue anticipated during the period relevant to the City's Final Round 3 Judgment of Compliance and Repose, the City of Northfield considered the following:

(a) Development fees:

1. Projects which have had development fees imposed upon them at the time of development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development and/or projected development in accordance with COAH projections.
4. Revenues from the 2.5 non-residential, for all commercial development

(b) Other funding sources: Other funding sources: No other funds have been or are anticipated to be collected.

(c) Projected interest: Interest on the projected revenue in the municipal affordable housing trust fund based upon the average amount earned on prior years.

SOURCE OF FUNDS	PROJECTED REVENUES-HOUSING TRUST FUND - 2018 THROUGH 2025								
	2018	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**Total**
(a) Projected Development fees:	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	160,000
(b) Payments in Lieu of Construction	0	0	0	0	0	0	0	0	0
(c) Other Funds	0	0	0	0	0	0	0	0	0
(d) Interest – 2% estimated	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Total	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	160,000

The above projected revenues are based upon projected residential and commercial development growth rates from prior years. The above assumes up to 5 residential units per year and limited commercial development. Between 2016 through April of 2018, the City has realized 10 new residential units and less than 1,000 square feet of new non-residential space. This forms the basis for the estimates above. Northfield projects a total of $160,000 in revenue to be collected between January 1, 2018 and July 2, 2025. 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 the City of Northfield:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the City's development fee ordinance for residential developments in accordance with COAH's rules at N.J.A.C. 5:93-8.1 et. seq. and for non-residential development consistent with N.J.S.A. 52:27D-329 et. seq. and N.J.S.A. 40:55D-8.1 through 8.7.

(b) Distribution of development fee revenues:

The City of Northfield's Municipal Housing Liaison shall recommend to the governing body the expenditure of development fee revenues as set forth in this Spending Plan. The governing body shall then review the request and, assuming for consistency with the Spending Plan, shall authorize the expenditure by resolution.

The release of funds requires the adoption of the governing body resolution in accordance with the City's approved Spending Plan. Once a request is approved by resolution, the Chief Financial Officer shall release the requested revenue from the Affordable Housing Trust Fund for the specific use approved in the governing body's resolution referenced immediately above.

Anticipated Use Of Affordable Housing Funds

Regulations permit the use of revenues generated by a Development Fee Ordinance for activities that address the municipal fair share obligation including, but not limited to, rehabilitation, new construction, improvement to land, roads, and infrastructure for affordable housing, assistance to render units more affordable, and administrative costs of housing plan implementation.

(a) **New construction programs and projects (N.J.A.C. 5:93-8.7)**

The City of Northfield will dedicate $80,000 to new construction and rehabilitation programs (see detailed descriptions in Fair Share Plan). Additional funding may be provided through the City's Affordability Assistance Program to subsidize units to be affordable to very low-income households.

(b) **Affordability Assistance (N.J.A.C. 5:93-8.8)**

The City shall provide affordability assistance in accordance with the COAH requirements (N.J.A.C. 5:93-8.8). In accordance with the projections for new development the City of Northfield has prepared a table projecting the minimum affordability assistance requirement. The following table has been prepared solely to meet the requirements of N.J.A.C. 5:93-8.8:

Development fees collected through July 2018		$0
Development fees projected 1/2018-2025		$160,000
30 percent requirement	x 0.30 =	$ 48,000
PROJECTED MINIMUM Affordability Assistance Requirement through 12/31/2025	=	**$ 48,000**
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement through 12/31/2025	1/3rd of Requirement	**$ 14,400**

The City of Northfield will dedicate a minimum of 30% of the total collected fees (estimated at $48,000) from the Affordable Housing Trust Fund to render units more affordable, including a minimum of 1/3rd of the required 30% (estimated at $14,400) to render units more affordable to households earning 30 percent or less of median income by region. Affordability assistance programs will include down-payment assistance, rental assistance, and the conversion of low-income units to very-low-income units and other programs.

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

The City of Northfield projects that a maximum of 20% of the collected revenues (estimated at $32,000) will be available from the Affordable Housing Trust Fund to be used for administrative purposes. Projected administrative expenditures:

The fee will be utilized for administrative purposes such as salaries and benefits for municipal employees or consultant fees necessary to develop or implement municipal housing programs such as rehabilitation, accessory apartments, new construction, housing elements and/or affirmative marketing programs. Administrative funds may be used to income qualify households and monitor implementation. Development fees may be used to defray the costs of staff or consultants that are preparing or implementing a Fair Share Plan.

Development fees collected through July 2018		$0
Development fees projected 1/2018-2025		$160,000
20 percent cap requirement	x 0.20 =	$ 32,000
Available for Administrative Expense through 12/31/2025	=	**$ 32,000**

Expenditure Schedule

The City of Northfield intends to use Affordable Housing Trust Fund revenues for the creation of new affordable housing units through a market to affordable program. The following summarizes the use of the funds as required under N.J.A.C.5:97-8.10(a)8:

Projected Revenue 2018-2025		$160,000
Expenditures		
New Construction Projects	-	$80,000
Affordability Assistance	-	$48,000
Administrative Expense	-	$ 32,000
Total Projected Expenditures	=	**$160,000**
Remaining Balance	=	$0.00

Administrative Expenses: The City of Northfield will expend funds for administrative expenses through December 31, 2025 for the purposes of salaries and benefits of the municipal employees involved in the implementation and administration of the City's Affordable Housing program, Housing Element and Fair Share Plan, and affirmative marketing program, as well as any other permitted program under N.J.A.C. 5:93-8.9.

Affordability Assistance: The City of Northfield intends to spend funds for affordability assistance in accordance with N.J.A.C. 5:93-8.8. One-third of the balance will be utilized for the affordability assistance to very low-income households.

Housing Programs: The City of Northfield intends to utilize the remaining Housing Trust Fund balance on the programs highlighted in the Fair Share Plan.

Summary

The City of Northfield intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:93-8.7 through 8.9 and consistent with the housing programs outlined in the City of Northfield Housing Element and Fair Share Plan herein.

APPENDIX 1 – Settlement Agreement

APPENDIX 2 – MOU with Mason Properties, LLC

APPENDIX 3 – Infrastructure

APPENDIX 4 –Caring House 30

APPENDIX 5 – Caring House 45

APPENDIX 6 – Butterfly Properties

APPENDIX 7 – Community Quest

APPENDIX 8 – Career Opportunity Development, Inc.

APPENDIX 9 – Implementing Zoning Ordinances

APPENDIX 10 – Affordable Housing Trust Fund Ordinance

APPENDIX 11 – Affordable Housing/Affirmative Marketing Ordinances

AGREEMENT TO RESOLVE ISSUES BETWEEN THE CITY OF NORTHFIELD AND FAIR SHARE HOUSING CENTER CONCERNING THE CITY'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE CITY SHALL SATISFY SAME.

I/M/O the Application of the City of Northfield, County of Atlantic,
Docket No. ATL-L-2050-14

THIS SETTLEMENT AGREEMENT ("Agreement") made this 27th day of April, 2018, by and between:

CITY OF NORTHFIELD, a municipal corporation of the State of New Jersey, County of Atlantic, having an address at 1600 Shore Road, Northfield, New Jersey 08225 (hereinafter the "City of Northfield" or "Northfield");

And

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC");

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), the City filed the above-captioned matter on July 2, 2015 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), as may be further amended in accordance with the terms of this settlement, satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, the City simultaneously sought and ultimately secured an Order protecting Northfield from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the immunity secured by Northfield remains in force as of the date of this Agreement; and

WHEREAS, the trial court appointed the Hon. Steven P. Perskie, J.S.C. (ret.) as the "Special Master" in this case as is customary in Mount Laurel matters; and

WHEREAS, with Judge Perskie's assistance, Northfield and FSHC have engaged in good faith negotiations and have reached an amicable accord on the various substantive provisions, terms and conditions delineated herein; and

WHEREAS, through that process, the City and FSHC agreed to settle the litigation and to present that settlement to the trial court, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households; and

WHEREAS, at this time and at this particular point in the process resulting from the Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need, instead of doing so through plenary adjudication of the present and prospective need.

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto, each binding itself, do hereby covenant and agree, each with the other, as follows:

Settlement Terms

The City and FSHC hereby agree to the following general terms, subject to any relevant conditions set forth in more detail below:

1. Northfield's "Rehabilitation" obligation is 17.

2. Northfield's "Prior Round" obligation is 190.

3. Northfield's allocation of the Round 3 regional need is 89.

4. FSHC and the City agree that Northfield does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, P.P., F.A.I.C.P. The Parties agree to the terms in this agreement solely for purposes of settlement of this action. Although the City does not accept the basis of the methodology or calculations proffered by FSHC's consultant, FSHC contends, and is free to take the position before the court, that the 89-unit obligation should be accepted by the Court because it is based on the Prior Round methodology and reflects a reduction of Dr. Kinsey's May, 2016, calculation of the City's Gap (1999-2015) and Third Round (2015-2025) fair share obligations.

5. For the purposes of this agreement, the "Third Round Prospective Need" (also known as the "Round 3 regional need") shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999 to 2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions filed by Various Municipalities, 227 N.J. 508 (2017).

6. Pursuant to N.J.A.C. 5:93-4.2, Northfield's current Round 3 Realistic Development Potential (hereinafter "RDP") is 18.

7. **Satisfaction of Rehabilitation Obligation**: The City has a 17-unit rehabilitation obligation. The City has a 17-unit rehabilitation obligation. The City is currently researching how many units Atlantic County has rehabilitated in the City since April 1, 2010. The City will work with Atlantic County or hire a separate entity to rehabilitate units in the City to address the City's remaining rehabilitation obligation, equivalent to 17 minus the units rehabilitated by the County since April 1, 2010.

8. **Satisfaction of Prior Round Obligation**: The City has a 190-unit Prior Round obligation, and will satisfy that obligation as follows:

Property	Location	Block	Lot	COAH Units	Bonus Credits	Housing Type
Community Quest	2026 Cedarbridge Road	84	23	3		Group Home
Caring, Inc.	103 E. Mill Road	173	7	6		Group Home
Career Opportunity Development Inc.	322 Shore Road	179.02	44.02	4	4	Group Home
Butterfly Properties	116 Oakcrest	76	4	3	3	Group Home
Habitat For Humanity	Maple Avenue	67/9&10	0.264	1		Family
Habitat For Humanity	Jackson/Roosevelt Avenue	121/1	0.3	2		Family
Gurwicz/MGS Development	Cresson Avenue Tilton Road			40	40	Family
Mason Properties	Mill Road and Wabash Avenue	92	25, 28, 29, 33 & 34	12		Age Restricted
AC Country Club	Shore Road	175 (179.01)	48 (1.01)	72		Family
TOTAL CREDITS				**143**	**47**	**190**

9. **Satisfaction of Third Round RDP**: The City has a 18-unit Round 3 RDP, and intends to satisfy that obligation as follows:

Property	Location	Block	Lot	COAH Units	Bonus Credits	Housing Type
Caring Inc.	120 E. Mill Road	168	12	5	5	Group Home
Tilton Road Mixed Use	Tilton Road	16.01	52 & 57	8		Family
City Owned Site	Dolphin Avenue	69/1.02	1.12	3		Family
		66/11	1			
TOTAL CREDITS				**16**	**5**	**21**

10. For the purposes of settlement, the City agrees to address the 68-unit remaining portion of its allocation of the Round 3 regional need or "unmet need" through the following mechanisms:

a) **Overlay Zone**: The City will create an overlay zone for Block 40, Lots 28, 29 & 40 (St. Gianna Deretta Molla Parish) to permit the development of complimentary housing options. This site is currently developed with the existing parish, rectory and associated improvements. The overlay zoning would permit the creation of an inclusionary or 100% affordable age-restricted development, independent living or congregate care/assisted living facility. The total site is 14.4 acres with approximately 6 acres available for development. The ordinance would permit the housing to be developed in addition to the existing church campus. The site would be permitted to create at least 100 units/beds with 20 affordable units. The zoning would permit 100% affordable or market-rate with a minimum 20% set-aside. The market-rate would allow a density to support a minimum of 20 affordable housing units. Since the Catholic Church owns the site it is feasible to permit a 100% affordable development which could generate additional housing credits.

b) **Inclusionary Zoning Ordinance**: Subject to all relevant notice and public hearing provisions pursuant to the New Jersey Municipal Land Use Law, within 90 days of the approval of this Agreement at a Fairness Hearing, the City will adopt an ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-

sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. Finally, the ordinance may also provide for alternative ways to satisfy the set-aside in particular situations. The form of the Ordinance and the potential alternative means of satisfaction shall be finalized prior to the Fairness Hearing through collaboration between FSHC, Special Master Perskie, and representatives of the City.

c) **Development Fee Ordinance**: Within 90 days of the approval of this Agreement at a Fairness Hearing and subject to prior approval by the Court, the City shall adopt a Development Fee Ordinance and shall comply with the Spending Plan provisions set forth below.

11. The City's RDP shall not be revisited by FSHC or any other interested party absent a substantial changed circumstance and, if such a change in circumstance occurs with the RDP, the City shall have the right to address the issue without negatively affecting its continuing entitlement to immunity from all Mount Laurel lawsuits through July 2, 2025.

12. The City agrees to require 13% of all the affordable units referenced in this plan, with the exception of units constructed prior to July 1, 2008, and units subject to preliminary or final site plan approval prior to July 1, 2008, to be very low income units (defined as units affordable to households earning 30 percent or less of the regional median income by household size), with half of the very low income units being available to families.

13. Northfield will apply "rental bonus credits" in accordance with N.J.A.C. 5:93-5.15(d).

14. At least 50 percent of the units addressing the City's Third Round Prospective Need shall be affordable to a combination of very-low-income and low-income households, while the remaining affordable units shall be affordable to moderate-income households.

15. At least twenty-five percent of the City's Third Round Prospective Need shall be met through rental units, including at least half in rental units available to families.

16. At least half of the units addressing the City's Third Round Prospective Need in total must be available to families.

17. The City agrees to comply with COAH's Round 2 age-restricted cap of 25 percent, and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the City claim credit toward its fair share obligation for age-restricted units that exceed 25 percent of all units developed or planned to meet its Prior Round and Third Round fair share obligations.

18. The City and/or its administrative agent shall add the following entities to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5): Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002), the New Jersey State Conference of the NAACP, the Latino Action Network

(P.O. Box 943, Freehold, NJ 07728), and the Cape May County, Mainland/Pleasantville, and Atlantic City Branches of the NAACP. As part of its regional affirmative marketing strategies during implementation of its fair share plan, the City and/or its administrative agent shall also provide notice of all available affordable housing units to the above-referenced organizations.

19. All affordable housing units created pursuant to the measures set forth in this Agreement shall comply with the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be affordable to households earning at or below 35 percent of the regional median household income by household size, 13 percent of affordable units in such projects shall be required to be affordable to households earning at or below 30 percent of the regional median household income by household size subject to paragraph 11 herein, and all other applicable law. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law. The City, as part of the Housing Element and Fair Share Plan that will be prepared, adopted and endorsed as a result of this Agreement, shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied.

20. The City shall adopt the Housing Element and Fair Share Plan, along with a Spending Plan, and propose and adopt all ordinances required to be adopted as part of this Agreement, and adopt those plans and ordinances and submit them to the Court and the Special Master within 120 days of the entry of an order by the Court at a Fairness Hearing approving this Agreement.

21. Upon full execution of this Agreement, Northfield shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Northfield will place this Agreement on file in the City's municipal building and file a copy with the Court 30 days prior to the Fairness Hearing, at which the City will seek judicial approval the terms of this Agreement pursuant to the legal standard set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. City of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least 30 days in advance of the Hearing. After this Agreement is approved at the Fairness Hearing, Northfield will apply to the Court for the scheduling of a "Compliance Hearing" seeking judicial approval of Northfield's adopted Housing Element and Fair Share Plan and other required documents. Although it is expected that the Special Master will provide the majority of the required testimony at both the Fairness Hearing and the Compliance Hearing, Northfield shall also make its consulting planner and any other relevant witnesses available for testimony at the Hearings. FSHC shall not challenge the validity of any of the documents attached hereto, or the validity of the City's Fair Share Plan. If the Fairness and Compliance Hearings result in approval of this Agreement and the City's Fair Share Plan, the parties agree that the City will be entitled to either a "Judgment of Compliance and Repose" ("JOR") or the "judicial equivalent of substantive certification and accompanying protection as provided under the FHA," 221 N.J. at 6, which shall be determined by the trial judge. Each party may advocate regarding whether substantive certification or repose should be provided by the Court, with each party agreeing to accept either form of relief and to not appeal an order granting either repose or substantive certification. Among other things, the entry of such

an Order shall maintain Northfield's immunity from all Mount Laurel lawsuits through July 2, 2025.

22. Subsequent to the signing of this Agreement, if a binding legal determination by the Judiciary, the Legislature, or any administrative subdivision of the Executive Branch determines that Northfield's Round 3 obligation is decreased to 71 or less, with any relevant appeal periods having passed, the City may file a proposed form of Order, on notice to FSHC and the City's Service List, seeking to reduce its Round 3 obligation accordingly. Such relief shall be presumptively granted. Notwithstanding any such reduction, the City shall be obligated to implement the Fair Share Plan prepared, adopted and endorsed as a result of this Agreement, including by leaving in place any site specific zoning adopted or relied upon in connection with the Plan approved pursuant to this settlement agreement, maintaining all mechanisms to continue to address the remaining portion of the City's allocation of the Round 3 regional need, and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the City's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or the Fair Share Plan adopted pursuant to this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the City prevails in reducing its prospective need for Round 3, the City may carry over any resulting surplus credits to Round 4.

23. The City shall prepare a Spending Plan for approval by the Court during, or prior to, the duly-noticed Compliance Hearing. FSHC reserves its right to provide any comments or objections on the Spending Plan to the Court upon review. Upon approval by the Court, the City and Fair Share Housing Center agree that the expenditures of funds contemplated in the City's Spending Plan shall constitute the "commitment" for expenditure required pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period contemplated therein commencing in accordance with the provisions of In re Tp. Of Monroe, 442 N.J.Super. 565 (Law Div. 2015) (aff'd 442 N.J.Super. 563). Upon approval of its Spending Plan, the City shall also provide an annual Mount Laurel Trust Fund accounting report to the New Jersey Department of Community Affairs, Council on Affordable Housing, Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services.

24. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the City agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC. In addition to the foregoing, the City may also post such activity on the CTM system and/or file a copy of its report with the Council on Affordable Housing or its successor agency at the State level.

25. The Fair Housing Act includes two provisions regarding actions to be taken by the City during the ten-year period of protection provided in this agreement. The City agrees to comply with those provisions as follows:

a) For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the City will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether the mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the Court regarding these issues.

b) For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this agreement, and every third year thereafter, the City will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

c) In addition to the foregoing postings, the City may also elect to file copies of its reports with the Council on Affordable Housing or its successor agency at the State level.

26. This Agreement may be enforced by the City or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Atlantic County. If FSHC determines that such action is necessary, the City consents to the entry of an order providing FSHC party status as an intervenor solely for purposes of its motion to enforce litigant's rights.

27. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement. However, if an appeal of the Court's approval or rejection of the Settlement Agreement is filed by a third party, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division, and New Jersey Supreme Court, and to continue to implement the terms of the Settlement Agreement if the Agreement is approved by the Trial Court unless and until an appeal of the Trial Court's approval is successful, at which point the Parties reserve their right to return to the *status quo ante*. In this regard, the City and FSHC acknowledge that the parties have entered into this Agreement to settle the litigation and that each is free to take such position as it deems appropriate should the matter return to the *status quo ante*.

28. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

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

30. This Agreement may not be modified, amended or altered in any way except by a writing signed by both the City and FSHC.

31. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

32. The City and FSHC acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each person to sign this Agreement is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the City and FSHC and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

33. The City and FSHC acknowledge that this Agreement was not drafted by the City and FSHC, but was drafted, negotiated and reviewed by representatives of the City and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The City and FSHC expressly represent that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the persons executing it.

34. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both the City and FSHC.

35. This Agreement constitutes the entire Agreement between the City and FSHC hereto and supersedes all prior oral and written agreements between the City and FSHC with respect to the subject matter hereof except as otherwise provided herein.

36. No member, official or employee of the City shall have any direct or indirect interest in this Settlement Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

37. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which representatives of the City and FSHC have executed and delivered this Agreement.

38. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the City and FSHC by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO FSHC: Adam M. Gordon, Esq.
Fair Share Housing Center

510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
E-mail: adamgordon@fairsharehousing.org

TO THE CITY:

Michael A. Jedziniak, Esq.
Jeffrey R. Surenian & Associates, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
Phone: (732) 612-3100
Telecopier: (732) 612-3101
Email: MAJ@Surenian.com

Kristopher J. Facenda, Esq.
2020 New Road, Suite 2A
Linwood, New Jersey 08221
Phone: (609) 385-8791
Email: kris@facendalaw.com

WITH A COPY TO THE CITY ADMINISTRATOR:

Mary Canesi, RMC
City of Northfield
1600 Shore Road
Northfield, NJ 08225
Phone: (609) 641-2832 x125
Telecopier: (609) 646-7175
Email: mcanesi@cityofnorthfield.org

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:

FAIR SHARE HOUSING CENTER:

By: _____
Adam M. Gordon, Esq.
On Behalf of Fair Share Housing Center

Witness/Attest:

City of Northfield:

Mary Carroll

By: _____
Erland Chau, Mayor
On Behalf of the City of Northfield

Dated: 4/27/18

CITY OF NORTHFIELD, NJ
RESOLUTION NO. 128-2018

AUTHORIZATION EXECUTION OF MEMORANDUM OF UNDERSTANDING

WHEREAS, pursuant to In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on July 2, 2015, the City of Northfield filed an action with the Superior Court of New Jersey, entitled In the Matter of the Application of the City of Northfield, Atlantic County, seeking a Judgment of Compliance and Repose through judicial approval of its Round 3 Housing Element and Fair Share Plan, as may be amended, in addition to related relief, along with a simultaneous motion for temporary immunity, which the Court subsequently granted, and which still remains in full force and effect; and

WHEREAS, Mason Properties, LLC, a New Jersey limited liability company whose address is Mason Properties, LLC, c/o Ralph W. Henry, 3031 Ocean Heights Avenue, Egg Harbor Township, New Jersey 08234 ("Mason") owns property known as Block 92, Lots 25, 28, 29, 33 and 34, and Block 52, Lot 4.01 on the official tax maps of City of Northfield (the "Property"); and

WHEREAS, through the guidance and input of Special Master Stephen P. Perskie, J.S.C. (ret.), the City and Mason engaged in negotiations which culminated in a meeting of the minds as to the terms and conditions for the rezoning of the Property to permit a Mount Laurel inclusionary development; and

WHEREAS, the City has determined that it is in the best interests of the City to avoid Mount Laurel litigation with Mason and to memorialize the terms of the agreement reached during the aforementioned negotiations in the attached Memorandum of Understanding to facilitate the City's ability to secure its Final Round 3 Judgment of Compliance and Repose.

BE IT RESOLVED, to accomplish the amicable resolution of the claims on terms and conditions set forth in the Memorandum of Understanding attached hereto, the City hereby approves the Memorandum of Understanding and each and every of its terms and conditions.

BE IT FURTHER RESOLVED, that the Mayor for the City of Northfield is hereby authorized to execute the Memorandum of Understanding attached hereto forthwith.

I, Mary Canesi, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a regular meeting of the Common Council of the City of Northfield, held this 19th day of June, 2018.

Mary Canesi RMC

Mary Canesi, RMC, Municipal Clerk

Roll Call:
Aye: Korngut, Lischin, O'Neill, Perri, Travagline, Dewees
Nay:
Abstain:
Absent: Murray

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") dated as of June 19, 2018 by and between Mason Properties, LLC, a New Jersey limited liability company whose address is Mason Properties, LLC, c/o Ralph W. Henry, 3031 Ocean Heights Avenue, Egg Harbor Township, New Jersey 08234 ("Mason") and the City of Northfield, a municipal corporation of the State of New Jersey, having offices at 1600 Shore Road, Northfield, NJ 08225 ("City"), collectively referred to as the ("Parties").

RECITALS

WHEREAS, pursuant to In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on July 2, 2015, the City filed an action with the Superior Court of New Jersey, entitled In the Matter of the Application of the City of Northfield, Atlantic County, seeking a Judgment of Compliance and Repose through judicial approval of its Round 3 Housing Element and Fair Share Plan, as may be amended, in addition to related relief, along with a simultaneous motion for temporary immunity, which the Court subsequently granted, and which still remains in full force and effect; and

WHEREAS, Mason owns property known as Block 92, Lots 25, 28, 29, 33 and 34, and Block 52, Lot 4.01 on the official tax maps of City of Northfield (the "Property"); and

WHEREAS, through the guidance and input of Special Master Stephen P. Perskie, J.S.C. (ret.), the City and Mason engaged in negotiations which culminated in a meeting of the minds as to the terms and conditions for the rezoning of the Property to permit a Mount Laurel inclusionary development; and

WHEREAS, the City has determined that it is in the best interests of the City to avoid Mount Laurel litigation with Mason and to memorialize the terms of the agreement reached

during the aforementioned negotiations to facilitate the City's ability to secure its Final Round 3 Judgment of Compliance and Repose.

NOW, THEREFORE, in consideration of the Parties' promises and mutual representations, covenants and agreements set forth herein, the Parties, each binding itself, its successors and assigns, do hereby mutually promise, covenant and agree as follows:

1. **Incorporation of the Recitals**. The Recitals set forth above are hereby incorporated into this MOU as if fully set forth herein.

2. **Developer's Agreement**. Subsequent to the execution of this MOU, the City and Mason shall collaborate in the drafting and adoption of a rezoning ordinance ("Rezoning Ordinance"), and the drafting and execution of a formal agreement ("Developer's Agreement") implementing the Rezoning Ordinance, which Developer's Agreement shall include the following substantive terms identified herein, the rights and responsibilities of each party, conventional contractual terms for such agreements, and any relevant details not set forth herein.

a. **Affordable Housing Obligation**. The Property, upon the adoption of the Rezoning Ordinance, may be developed as a Mount Laurel inclusionary development at a density of twelve (12) units per acre, which shall include a 15% "setaside" of housing affordable to the region's low- and moderate-income housing, and must comply with all relevant laws to permit the City to secure "credits" against its "fair share" of the regional need for affordable housing.

b. **Minimum Setback Controls**. The Rezoning Ordinance, upon the formal adoption of same by the City, will allow the Property to be developed to conform to the following minimum setback controls:

(1) The minimum setback to the northern property line (residential units along Clark Place) shall be 40-feet, with an average setback of 50 feet. This would include a landscaped buffer, as well with screening and berms of a minimum width of 35-feet.

(2) The minimum setback to the eastern property line (residential units along Locust Drive) shall be 30-feet, provided the City lot remains at a width of 50-feet. The total separation on this side of the development to the existing residential lots shall be 80-feet. The area on the Property shall include a landscaped buffer as well with screening and berms of a minimum width of 25-feet (recognizing the City lot is also wooded).

(3) If the City lot is incorporated into the development, the minimum setback on that side of the Property shall be addressed through an agreement for the sale of the City lot.

(4) The minimum setback for the proposed residential units along Wabash Avenue shall be 50-feet. A club house may be located at a 30-foot setback to Wabash Avenue, provided the height does not exceed 1.5 stories.

c. **Residential Controls.** The residential buildings may only have two floors of residential living space. The maximum height shall not exceed three stories or 45-feet to allow for architectural elements such as pitched roofs, dormers, and other similar features. Parking may be permitted on the lower level within the maximum height of 40-feet. The residential buildings shall be oriented so that the shorter side is parallel with the residential properties along Locust Drive.

d. **Application**. To exceed the permitted density of 12 units per acre up to a maximum of 15 units per acre, Mason shall conform to the above-referenced standards, without exception, including any standards for building design and architectural elements so that all

buildings shall have breaks in the facade with offsets so as to not appear as a single long structure. In addition, Mason shall conform in any application for development it may file with the Planning Board to the ordinance design requirements (unless it opts to seek bulk variance relief pursuant to N.J.S.A. 40:55D-70c) for the zoning district.

9. **Amendments.** Any and all amendments to this MOU shall be in writing and shall require the mutual agreement of both Parties.

10. **Entire Agreement**. This MOU sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereto, and supersedes all prior or contemporaneous agreements and undertakings, inducements or conditions, express or implied, oral or written, between the Parties hereto.

11. **Not Binding on Individuals**. Except for the Parties obligation to negotiate in good faith on the terms and conditions of the Developer's Agreement and implementing the Rezoning Ordinance, no covenant, condition or agreement contained in this MOU shall be deemed to be the covenant, condition or agreement of any past, present or future member, manager, trustee, official, officer, agent or employee of either Party, in his or her individual capacity, and neither the members, managers, trustees, officials, officers, agents or employees of such Party or Parties, nor any individual executing this MOU, shall be personally liable on this MOU or by reason of the execution hereof by such person, or arising out of any transaction or activity relating to this MOU.

12. **Governing Law**. The terms of this MOU shall be governed, construed, interpreted and enforced in accordance with the laws of the State of New Jersey, including all matters of enforcement, validity and performance.

13. **Counterparts.** This MOU may be executed in counterparts. All such counterparts

shall be deemed to be originals and together shall constitute but one and the same instrument.

14. **Effective Date**. This MOU shall become effective upon the execution of this MOU by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

ATTEST:

Mary Canesi, City Clerk

CITY OF NORTHFIELD

By: _____
Erland Chau, Mayor

WITNESS:

By: _____

MASON PROPERTIES, LLC

By: _____
Name: Ralph W. Henry, Sr.
Title: Authorized Member

NEW JERSEY
AMERICAN WATER

Ruth Gavel
New Jersey American Water
1025 Laurel Oak Road
Voorhees, NJ 08043
ruth.gavel@amwater.com

P 856.309.4765
F 856.309.4795

January 29, 2015

Via e-mail
Schaeffer Nassar Scheidegg
Attn: Mr. Daniel Kwapinski, PE, PP
1425 Cantillon Boulevard
Mays Landing, NJ 08330
609-625-7400
dan@snsce.com

RE: Water System Capacity Request
2015 Master Plan Revised
Housing Element and Fair Share Plan
788 Units (425 Apartment/Townhomes and 363 Single-Family)
City of Northfield, Atlantic County, New Jersey

Dear Mr. Kwapinski,

This letter is to inform you that as of the date of this letter, New Jersey American Water's (NJAW) Atlantic County System has available capacity to provide 186,405 gallons per day average daily flow and 559,215 gallons per day peak flow requested for the proposed Housing Element and Fair Share Plan under Northfield's 2015 Master Plan, located in the City of Northfield, Atlantic County, New Jersey (the "Project"). It should be noted that NJAW does not reserve or guarantee capacity as availability of regulatory capacity changes over time in connection with changes to system demand.

This letter has been provided at your request and if you chose not the apply for water service today and to proceed with your Project, you do so at your own risk and NJAW will not be responsible for any costs or damages that you might incur or be liable for, due to any delay in NJAW providing water service, e.g. if there is no longer sufficient water to supply the Project on some future date.

In order to begin the process of reserving water capacity for the Project, you will need to apply for water service through our office. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Ruth Gavel

Ruth Gavel
Project Manager, Developer Services South

cc: Ken Seelig – Senior Planning Engineer (via e-mail to Ken.Seelig@amwater.com)

Atlantic County Utilities Authority
P.O. Box 996 • Pleasantville, NJ, 08232-0996
street address: 6700 Delilah Rd., Egg Harbor Twp., NJ, 08234-5623
609.272.6950 • www.acua.com • info@acua.com

January 26, 2015

Daniel F. Kwapinski, PE, PP
Schaeffer Nassar Scheidegg
Consulting Engineers, LLC
1425 Cantillon Boulevard
Mays Landing, NJ 08330

Re: Request for Sewerage Service Capacity Availablilty
2015 Master Plan Revisions
Housing Element and Fair Share Plan
City of Northfield, Atlantic County, New Jersey
NF13-06

Dear Mr. Kwapinski:

Please be advised that based upon current loadings, the proposed flow of 236,400 g.p.d. to be generated by the above referenced project can presently be accommodated by all affected ACUA facilities.

Please note the following:

- It is ACUA policy to provide sewerage service on a first come, first served basis, and this letter does not guarantee that sewer capacity will be available in the future.
- This response does not absolve the applicant from applying for and receiving a Treatment Works Approval (TWA) and/or Significant Indirect User (SIU) permits from NJDEP nor does it prejudice ACUA's review of the applications once submission is made.
- This determination does not address local sewer system capacity.

If you need any additional information feel free to contact me directly at (609) 272-6940 or nbacher@acua.com.

Sincerely,

Nicole Bacher, E.I.T.
Associate Engineer
Atlantic County Utilities Authority

cc: G. Petitt, Chief Engineer, ACUA
T. Ganard, Deputy Chief Engineer, ACUA

The Atlantic County Utilities Authority is responsible for enhancing the quality of life through the protection of waters and lands from pollution by providing responsible waste management services. The Authority is an environmental leader and will continue to use new technologies, innovations and employee ideas to provide the highest quality and most cost effective environmental services.

printed on recycled paper with soy ink

Northfield, NJ
Sewer Service Area
2012

N

2,000 1,000 0 2,000 Feet

Legend

- Sewer Service Area
- Municipal Buildings

Calculated Sewer Flow***

Housing Units	Total Population	Parcels Served	Flow 300 GPD*	Flow 160 GPD**
3260	8624	4196	978000	521600

* Calculated Sewer Flow at 300 Gallons Per Day
** Calculated Sewer Flow at 160 Gallons Per Day
***Calculation based on 2010 census data

This map is for demonstration purposes only and was not developed in accordance with National Map Accuracy Standards. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The map was developed, in part, using New Jersey Department of Environmental Protection Geographic Information System (GIS) digital data, in conjunction with the Atlantic County Office of Geographic Information Systems, but this secondary product has not been verified by NJDEP and is not state authorized. The geodetic accuracy and precision of the GIS data contained in this map has not been developed nor verified by a professional licensed land surveyor and shall not be nor is intended to be used in matters requiring delineation and location of true ground horizontal and/or vertical controls. File: Northfield_Letter_Aerial.mxd Printed on: 1/24/2013

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Northfield
County: Atlantic
Sponsor: CARING, Inc.
Developer: CARING, Inc.
Block: 173 Lot: 7
Street Address: 103 East Mill Road
Facility Name: CARINGHouse 30

Section 1: Type of Facility:

- ☑ Licensed Group Home
- ☐ Transitional facility for the homeless (**not eligible** for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☐ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project :

- ☑ Capital Application Funding Unit $ 100,000
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☐ HUD – Amount $_____ Program_____
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:
- Very low-income clients/households _____
- Low-income clients/households _____
- Moderate-income clients/households _____
- Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units 2, including:
- # of very low-income units 5
- # of low-income units _____
- # of moderate-income units _____
- # of market-income units _____

Section 5:

Length of Controls: 20 years
Effective Date of Controls: 10/25/11
Expiration Date of Controls: 10/25/31
Average Length of Stay: _____ months (transitional facilities only)

Section 6:

- ☑ CO Date: 8/13/12

For licensed facilities, indicate licensing agency:

☑ DDD ☐ DMHS ☐ DHSS ☐ DCA ☐ DCF
☐ Other _____

Initial License Date: 8/23/12
Current License Date: 8/23/14

Section 7:

Has the project received project-based rental assistance? ☐ Yes ☑ No; Length of commitment: _____ years
Other operating subsidy sources: DDD Annual contract; Length of commitment: 1 years
Is the subsidy renewable? ☑ Yes ☐ No

Section 8: The following verification is attached:

- ☐ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)
- ☑ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No
Population Served (describe): ~~Developmentally disabled~~
Age-restricted? ☑ Yes ☐ No
Accessible (in accordance with NJ Barrier Free Subcode)? ☑ Yes ☐ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☐ Affirmative Marketing Plan approved by the Council's xecutive Director

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: Barbara Jewell, Exec. — 1/6/15
Project Administrator — Date

Certified by: _____ _____
Municipal Housing Liaison — Date

CARING
Adult Healthcare Services

Barbara Jewell, RN, CALA
Acting Executive Director

April 18, 2013

Ms. Patti Amoriello, Program Development Specialist
Department of Human Services, Division of Developmental Disabilities
Southern Regional Office - Community Services
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043

Dear Ms. Amoriello:

Enclosed please find a full capital improvement package for the request of Olmstead Funds.

The location of the group home is (GH1857) located at 120 East Mill Road, Northfield, NJ 08225. Attached for your review are the following documents:

- Capital Funding Agreement
- Annexes A & B
- Notarized Promissory Note
- Payment voucher for 100%

If you have any questions or require further information, please do not hesitate to call me at (609) 484-0857, ext. 221.

Sincerely,

Naomi Miller, Director
CARINGHouse Projects, Inc.

NM/nlm
Encl.
cc: Barbara Jewell, Acting Executive Director

STATE OF NEW JERSEY – DEPARTMENT OF HUMAN SERVICES
STANDARD LANGUAGE
CAPITAL FUNDING AGREEMENT FOR RENOVATION, REMODELING, EXTENSION OR OTHER IMPROVEMENTS TO AGENCY-OWNED OR LEASED COMMUNITY FACILITIES

TABLE OF CONTENTS

I DEFINITIONS

Agreement	1
Agreement of Ceiling	1
Agreement Funds	1
Annex(es)	1
Community-Based	2
Days	2
Department Clients	2
Division	2
Facility	2
Note	2
Notice	2
Project	2
Project Expenditures	3
Project Period	3
State	3
Total Project Cost	3

II BASIC OBLIGATIONS OF THE DEPARTMENT

2.01	Payment	3
2.02	Inspection and Monitoring	3
2.03	Referenced Materials	3

III BASIC OBLIGATIONS OF THE AGENCY

3.01	Project Implementation and Completion	3
3.02	Expenditure of Agreement Funds	4
3.03	Promissory Note	4
3.04	Matching Funds	4
3.05	Facility Restrictions	4
3.06	Project Director	4
3.07	Documents and Information	4
3.08	Compliance with Laws	4

IV SERVICE CONTRACT 5

V PROMISSORY NOTE

5.01	Note Execution	5
5.02	Note Satisfaction	5
5.03	Waiver	6

VI PAYMENT

6.01	General Payment Obligation	6
6.02	Method and Schedule of Payment	6
6.03	Payments Conditional	6

VII BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT

7.01	Books and Records	6
7.02	Reporting Requirements	7
7.03	Visitation and Inspection	7
7.04	Audit	7

VIII AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT

8.01	Agreement Term	8
8.02	Project Period	8
8.03	Amendments and Modifications	8
8.04	Closeout	9

IX DEFAULT

9.01	Causes	9
9.02	Procedures	10
9.03	Remedy	10

X MISCELLANEOUS

10.01	Assignment and Subcontracts	10
10.02	Procurement	11
10.03	Insurance	11
10.04	Indemnification	11
10.05	Insufficiency of Funds	12
10.06	Exercise of Rights	12
10.07	Application of New Jersey Law	12

AGREEMENT SIGNATURES AND DATE 13

/

AGREEMENT effective as of the date recorded on the signature page between the New Jersey Department of Human Services (the "Department") and the signatory agency (the "Agency") identified on the signature page.

WHEREAS the New Jersey Legislature has from time to time authorized the Department to expend such funds as are appropriated for renovating, remodeling, extending or otherwise improving Community-Based facilities for Department Clients; and

WHEREAS programs to award contracts for Community-Based facilities have been established by the Department to carry out such authorizations; and

WHEREAS the Agency, as a Community-Based private agency or a local government agency, is eligible to receive and desires assistance under the aforementioned appropriations.

THEREFORE the Department and the Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Agreement means this document, the Annex(es) and the Note, any additional attachments or appendices (including any approved assignments or subcontracts and any written amendments or modifications) and all supporting documents. The Agreement constitutes the entire agreement between the parties, and no amendments or modifications therefore will have any force or effect unless reduced to writing and signed by the parties' authorized agents identified in the Annex(es).

Agreement Ceiling means the amount so designated in the Annex(es) and reflects the total amount of Agreement Funds committed by the Department under this Agreement.

Agreement Funds means funds committed by the Department to the Agency pursuant to this Agreement.

Annex(es) means the attachment or attachments to this document containing at least the following information; a description of the Project; schedules for Project implementation and completion, Agency reporting of Project progress and Expenditures, and payment of Agreement Funds by the Department to the Agency; the commencement and expiration dates of the Agreement and the Project Period; the time period during which use of the Facility shall be

restricted pursuant to the terms of Section 3.05 Facility Restrictions; the names of the Project Director, the Agency officer authorized to sign this document and any other documents and papers under this Agreement, and the persons to whom Notices shall be directed; the title(s) of the Department officer(s) authorized to sign this document and any other documents and papers under this Agreement; the duties and responsibilities of the Project director; the Project budget, identifying both the Total Project Cost and the Agreement Ceiling; the sources and amounts of all funds supporting the Project; and a description of the services required to be provided in the Facility subsequent to its inspection and approval by the Department or Division and subsequent to any required licensure; A copy of the form of the Promissory Note to be executed pursuant to Section 5.01 Note Execution and the form of the statement of waiver required by Section 5.03 Waiver are appended to the Annex(es).

Community-Based means those service delivery programs or facilities which are not located on the grounds of or operated by a State institution.

Days means calendar days.

Department Client means, as appropriate clients of the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Division means as appropriate, the Division of Youth and Family Services, the Division of Mental Retardation or the Division of Mental Health and Hospitals.

Facility means the building constructed, renovated, remodeled, extended or otherwise improved in whole or in part under this Agreement. Such building is on land owned or leased by the Agency.

Note means the promissory note executed pursuant to Section 5.01 Note Execution.

Notice means an official written communication between the Department or the Division and the Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons at the addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

Project means the project described in the Annex(es) for renovating, remodeling, extending or otherwise improving an already existing Community-Based facility owned or leased by the Agency.

The Project may also be for construction of a free-standing structure to stigment the client capacity or otherwise to enhance the service delivery capabilities of any already-existing Community-Based facility owned or leased by the Agency. Unless otherwise expressly approved by the Commissioner of the Department, such free-standing structure shall be erected on Agency-owned or leased land occupied by the existing Community-Based facility, and the Total Project Cost may not exceed 50 percent of the appraised value of existing structures on such land. In no case may a Community-Based facility be purchased or leased for the purpose of securing Agreement Funds under this Agreement. The Project may be wholly or partially financed with Agreement Funds.

Project Expenditure (also Expenditures) means expenditures made by the Agency in accordance with the Project budget contained in the Annex(es).

Project Period means the period, specified in the Annex(es), which span the time from implementation to completion of the Project.

State means the State of New Jersey.

Total Project Cost means the amount so designated in the Annex(es) and reflects the total cost of the Project. If the Agency provides or obtains funding in addition to Agreement Funds to support the Project, the Total Project Cost will exceed the Agreement Ceiling by the amount of such additional funds.

II BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. Payment of Agreement Funds to the Agency shall be in accordance with Article VI of this document.

Section 2.02 Inspection and Monitoring. The Department or its designee shall inspect the Project site and shall monitor Project activities for conformity with the terms of this Agreement as well as with all other applicable Departmental specifications.

Section 2.03 Referenced Materials. Upon written request of the Agency, the Department or the Division shall make available to the Agency copies of federal and State regulations and other materials specifically referenced in this document.

III BASIC OBLIGATIONS OF THE AGENCY

Section 3.01 Project Implementation and Completion. The Agency shall implement and complete the Project in accordance with the scheduled outlined in the Annex(es)

Section 3.02 Expenditure of Agreement Funds. The Agency shall expend Agreement Funds for the Project in accordance with the budget contained in the Annex(es) and for no purpose other than as reflected therein. Salaries and travel expenses for Agency employees shall not be paid by Agreement Funds, except as may be specifically approved by the Department and budgeted in the Annex(es).

With exceptions only as expressly approved by the Department, the Agency may expend Agreement Funds only during the Project Period specified in the Annex(es). When circumstances force Agency expenditures for Project-related activities prior to the Project Period, such circumstances shall be documented by the Agency and forwarded in writing to the Department. At the discretion of the Department, part or all of such expenditures may be recoverable from Agreement Funds. The Department makes no assurance that it shall permit such recovery.

Section 3.03 Promissory Note. The Agency shall execute and satisfy a promissory note in accordance with Article V of this document.

Section 3.04 Matching Funds. The Department may require that the Agency provide or obtain matching funds for the Project. Any required Agency match shall be provided in accordance with Departmental specifications.

Section 3.05 Facility Restrictions. The Agency shall agree to maintain the Facility as an approved facility for Department Clients for a period of time stipulated by the Department in accordance with written Division policies. Such time period is recorded in the Annex(es). Unless otherwise stipulated in the Annex(es), the Agency shall agree to reserve 100 percent of the Facility's maximum client capacity for Division referrals, except during such times as the Division may determine that a lesser percent is adequate.

Section 3.06 Project Director. Under the direction of the Agency's governing body, the Project director named in the Annex(es) shall be responsible for all Project activities.

Section 3.07 Documents and Information. The Agency shall furnish the Department or the Division with all documents and information required by this Agreement, as well as with any additional material which may be considered necessary by the Department or the Division in support of the Agreement.

Section 3.08 Compliance with Laws. In fulfilling its commitment under this Agreement, the Agency shall comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: the federal Civil Rights Act of

1964, as amended, P. L. 1933, Chapter 277, of the State of New Jersey, as amended (N.J.S.A. 10:2-1 et seq.) and P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A.10:5-31 et seq)
pertaining to affirmative action and non-discrimination in public contracts; the federal Equal Employment Opportunity Act; Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap; and the New Jersey Conflicts of Interest Law (N.J.S.A. 52:13D-12 et seq.), including but not limited to those sections pertaining to contracting, solicitation, and the provision of inducements to State legislators, officers or employees. In addition, the Agency shall comply with all applicable State and local laws relating to licensure, with standards specified by the Department as appropriate to the Facility, and with all applicable policies and procedures issued by the Department or the Division.

IV SERVICE CONTRACT

The execution of this Agreement shall require execution of a separate contract or affiliation agreement for the provision of services in the Facility. The parties to such service contract shall be the Division and the Agency, or alternatively, the Division and another entity approved by the Division. The services to be provided in the Facility are described in the Annex(es).

V PROMISSORY NOTE

Section 5.01 Note Execution. Immediately upon execution of this Agreement, the Agency shall execute and deliver to the Department a promissory note in the form appended to the Annex(es). Execution of such note shall be authorized by a resolution of the Agency's governing body. The amount of the note shall equal the amount of the Agreement Ceiling. At the conclusion of the Project Period, should the actual amount of Project Expenditures approved for payment by the Department differ from the Agreement Ceiling as reflected in the Annex(es), an amended note shall be executed by the Agency in the amount actually paid, or approved for payment, by the Department to the Agency. The amended note shall be delivered to the Department and shall replace the note originally delivered. Until such time as the amended note is executed, any funds paid by the Department to the Agency in excess of the amount of the original note shall be subject to repayment by the Agency or cancellation under the terms of this Agreement.

Section 5.02 Note Satisfaction. The amount of the Note shall be reduced according to the following formula for each full year credited toward satisfaction of the Agency's obligation to the Department:

AR = 1/X, where AR represents the rate of annual reduction in the Amount of the Note and X represents the number of years of the Agency's obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions and recorded in the Annex(es).

Section 5.03 Waiver. In cases where the Agency is a licensed health care facility classified by the Department of Health as an acute care hospital, the Department may waive the requirement of a Promissory Note.

The Agency shall request the waiver and document the hardship in writing. The final decision rests solely with the Department on the granting of a waiver. Any such waiver granted shall be documented by a written statement signed by the same Department official who signed the Agreement on the same date. A copy of this statement shall be appended to the Agreement.

VI PAYMENT

Section 6.01 General Payment Obligation. Except as otherwise limited or precluded in this Agreement, and contingent upon satisfactory fulfillment of the Agency's obligations as set forth in Section 3.01 Project Implementation and Completion, the Department shall pay the Agency the lesser of (a) the Agreement Ceiling or (b) an amount which bears the same percentage relationship to aggregate Project Expenditures as the Agreement Ceiling bears to the Total Project Cost.

Section 6.02 Method and Schedule of Payment. The Agency shall be paid under this Agreement in accordance with the method and schedule outlined in the Annex(es). Where applicable, the Department reserves the right to require written verification from the Project architect, contractor or other appropriate person, certifying the percentage of the Project completed to the date of Agency billing. In addition, the Department may require copies of statements from parties involved in Project activities.

Section 6.03 Payments Conditional. All payments by the Department under this Agreement shall be subject to revision on the basis of an audit conducted under Section 7.04 Audit.

VII BOOKS AND RECORDS; REPORTING REQUIREMENTS; VISITATION AND INSPECTION; AUDIT

Section 7.01 Books and Records. The Agency shall maintain such books, records and accounts as are considered necessary by the Department to ensure an accurate and adequate accounting of all receipts, expenditures and available funds, regardless of their source, relating to the Project. A separate bank account shall be established for Agreement Funds to ensure that they are identifiable for monitoring and auditing purposes and that co-mingling of Agreement Funds does not occur.

All books, records and documents of any kind pertaining to this agreement shall be retained by the Agency for a minimum of four years after expiration or termination of the Agreement. Such requirement can be waived only by written authorization of the Department.

Section 7.02 Reporting Requirements. The Agency shall report Project progress and Expenditures to the Department in accordance with the schedule and procedures established in the Annex(es).

Section 7.03 Visitation and Inspection. The Agency's books, records and facilities, as well as the Project site itself, shall be available for inspection by authorized representatives of the Department, the Division and any other appropriate unit, agency or agent of State or local government. At the discretion of the Department, visitations and inspections may be at any time and may be announced or unannounced. The Agency's obligation to make available its books and records for on-site inspection, however, shall be limited to regular business hours.

Section 7.04 Audit. At any time during the Agreement term, the Agency's overall operations, its compliance with specific Agreement provisions, and the operations of any assignees or subcontractors engaged by the Agency under Section 10.01 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State government, or by a private firm retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Agreement term, a final financial and compliance audit of Project operations, including the relevant operations of any assignees or subcontractors, shall be conducted. Generally such audit shall be initiated within two years after expiration of the Project Period. Should extraordinary circumstances prevent this form occurring, the final audit shall commence as soon as feasible thereafter. The final audit shall be performed by a unit or agency of State government or by a private firm retained for such purpose by the Department or the Agency and shall follow guidelines issued by the Department. Final financial settlement of this Agreement shall be contingent upon the findings of the final audit.

All provisions of Section 7.03 Visitation and Inspection shall apply to the Agency and to any assignees or subcontractors in the case of any visitations or inspections made for the purpose of audit. The Department reserves the right to have access to all written material, including but not limited to work papers, generated in connection with any audit conducted. Should the Agency retain a private audit firm, the Agency shall ensure that the instrument used to engage such firm contains express reference to the Department's right of access pursuant to this section.

VIII AGREEMENT TERM; PROJECT PERIOD; AMENDMENTS AND MODIFICATIONS; CLOSEOUT.

Section 8.01 Agreement Term. This Agreement shall commence and expire on the dates specified in the Annex(es). The Agreement's expiration date shall coincide with the date on which the Agency shall have satisfied its obligation to the Department as established pursuant to the terms of Section 3.305 Facility Restrictions and recorded in the Annex(es).

Notwithstanding the foregoing, the Agency retains the right, during the Agreement term. to terminate this Agreement upon six months' notice to the Department. Should such termination occur, the Department may require that the Agency pay the Department an amount up to the balance remaining on the Promissory Note executed pursuant to Section 5.01 Note Execution. Such balance shall be calculated by (a) prorating the original amount of the Note over the number of years of the Agency's obligation to the Department as established pursuant to the terms of Section 3.05 Facility Restrictions, and (b) subtracting from the original amount of the Note the prorated annual figure multiplied by the number of full years elapsed between Agreement commencement and termination. If the requirement of a Promissory Note has been waived pursuant to Section 5.03 Waiver, the Department may require the Agency to pay liquidated damages equal to the amount which would have been due under a Promissory Note as calculated above.

The Department retains the right, during the Agreement term, to terminate this Agreement upon six months' Notice to the Agency. In the event the Department exercises this right and the Agency is not in default under Article IX Default, the Department shall not require any payment from the Agency either on the Promissory Note executed pursuant to Section 5.01 Note Execution or as liquidated damages.

Section 8.02 Projected Period. The Project Period shall commence on the same date as the Agreement and shall expire on the date specified in the Annex(es). The Project Period may be extended only upon written authorization of the Department.

Section 8.03 Amendments and Modifications. Except as may otherwise be provided for in this document, all amendments and modifications to the terms of this Agreement shall be consistent with Department or Division policies and shall be accomplished by means of a written agreement signed by the parties' authorized agents as set forth in the Annex(es). All written amendments and modifications shall become part of this Agreement and shall be appended to this document.

Section 8.04 Closeout. All financial accounts under this Agreement, with the except of the promissory note executed pursuant to Section 5.01 Note Execution, shall be settled as accurately as possible within 90 days after expiration of the Project Period and shall be settled finally based upon the results of the final audit conducted under Section 7.04 Audit. Any unexpended Agreement Funds in the possession of the Agency shall be returned to the Department within the 90 days closeout period. The Note shall be satisfied in accordance with Section 5.02 Note Satisfaction.

Except as may otherwise be provided for in this document, all non-financial obligations of both parties shall continue after the Project Period and shall cease on the effective date of expiration or termination of the Agreement.

IX DEFAULT

Section 9.01 Causes. The occurrence of any of the following may be considered by the Department as Agency default of this Agreement:

(a) Agency failure, judged to be substantial by the Department, to abide by Project specifications stipulated in the Annex(es);

(b) Agency failure, judged to be substantial by the Department, to adhere to the schedule established in the Annex(es) established in the Annex(es) for Project implementation and completion;

(c) Any Agency use of Agreement Funds for purposes other than as approved by the Department and specified in the Annex(es);

(d) Agency submission to the Department or the Division of reports or other documents that are inaccurate or incomplete in any material respect;

(e) Agency refusal or failure to permit the Department, the Division or a designee of the Department to inspect the Agency's facilities, including the Project site, or to review and monitor Agency administrative records and operational practices;

(f) Agency use of Agreement Funds to employ or otherwise compensate directly or indirectly any employee of the Department;

(g) Department discovery, in the absence of Agency disclosure, of any pecuniary or personal interest by the Agency its officer, trustees, directors or employee in any

assignment or subcontract executed pursuant to Section 10.01 Assignment and Subcontracts;

(h) conduct or acts, including but not limited to alleged or adjudged criminal activity, on the part of the Agency, its officer, trustees, directors or employees, which are detrimental to the reputation of the Agency or the Department;

(i) Agency failure, judged to be substantial by the Department, to comply with the terms and conditions of this Agreement.

Section 9.02 Procedures. Upon occurrence of any of the events enumerated in Section 9.01 Causes, the Department may give Notice to the Agency that it is in default of this Agreement and may elect either to terminate the Agreement on a date of the Department's choosing or to invoke the remedy provision set forth in Section 9.03 Remedy. Should the Agreement be terminated pursuant to this section, the Department may require that the Agency pay the Department an amount up to the balance remaining on the promissory note executed pursuant to Section 5.01 Note Execution. Such balance shall be calculated in the manner specified in Section 8.01 Agreement Term. If the requirement of a Promissory Note has been waived pursuant to Section 5.03 Waiver, the Department may require the Agency to pay liquidated damages equal-to the amount which would have been due under a Promissory Note calculated as specified in Section 8.01 Agreement Term.

Section 9.03 Remedy. In lieu of terminating this Agreement in the event of default, the Department may advise the Agency, in the Notice of default, of specific measures the Agency must undertake to remedy the default by a date of the Department's choosing. Such date shall be no more than six months from the date of the Notice of default and may be extended only at the discretion of the Department and upon Notice to the Agency. The Department's election of this provision shall in no way limit or preclude its right to terminate the Agreement upon Notice to the Agency should the Agency fail to adhere to the remedy measures or the time schedule specified in the Notice of default.

X MISCELLANEOUS

Section 10.01 Assignment and Subcontracts. No rights or obligations of the Agency under this Agreement may be assigned or subcontracted by the Agency, except as may be provided for within the terms of this Agreement or with the prior written approval of the

Department. All approved assignments and subcontracts shall become part of this Agreement and shall be subject to its terms. The Agency shall bear full responsibility, without recourse to the State or any of its subdivisions, for performance under any approved assignment or subcontract. The Agency shall forward copies of all assignment and subcontract documents to the Department and shall retain copies of them on file together with this document.

Section 10.02 Procurement. The Agency shall bear full responsibility, without recourse to the State or any of its subdivision, for the settlement and satisfaction of any issues arising from any procurement arrangement entered into in support of this Agreement.

Section 10.03 Insurance. The Agency and any assignees or subcontractors engaged in construction, renovation, remodeling, extending or otherwise improving the Facility shall obtain the following types of insurance in coverage amounts judged adequate by the Department;

(a) worker's compensation

(b) general liability, including completed operations, broad form property damage and broad form contractual coverage;

(c) fire insurance with extended coverage, such coverage to be equal to the to the replacement value of the Facility without any co-insurance; and

(d) builder's risk, on an all-risk basis.

In addition, the Department may require the Agency and any assignees or subcontractors to obtain a completion bond and/or to maintain any other type of insurance coverage considered necessary by the Department. The State, which shall include the Department, shall be included as an additional named insured on any insurance policy applicable to the Project. The Department may require such proof of the required insurance and/or bond as it deems appropriate at any time during the Project Period.

Section 10.04 Indemnification. The Agency shall defend, indemnify and otherwise save harmless the State of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of the Agency or its agents, employees, servants, subcontractors,

material suppliers or others working for the Agency, irrespective of whether such risks are within or beyond the control of the Agency,, or (b) which arise from any failure to perform the Agency's obligations under this Agreement or any improper performance.

Nothwithstanding the Agency's responsibilities outlined above in this section, the State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions which may arise as a result of this Agreement.

Section 10.05 Insufficiency of Funds. The Agency and the Department recognize that this Agreement is dependent upon funding through State appropriations. The Department shall not be held responsible for any breach of this Agreement arising due to insufficiency of such appropriations.

Section 10.06 Exercise of Rights. A failure or a delay on the part of the Department or the Agency in exercising any right, power or privilege under this Agreement shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 10.06 Application of New Jersey Law. The parties to this Agreement hereby acknowledge that this Agreement is governed by New Jersey law, including the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:11113=1 et. seq.) governing the Department's liability in any dispute that may arise under this Agreement.

AGREEMENT SIGNATURES AND DATE

The terms of this Agreement have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Agreement as set forth in Article I through Article X above.

By:_____
Assistant Commissioner, DDD
Department of Human Services, State of New Jersey

By: Barbara Jewell, Pres. L.S.
Authorized Agency Representative

NAME: Barbara Jewell

TITLE: Acting Executive Director

AGENCY: CARING, Inc.

ADDRESS: 407 W. Delilah Road

Pleasantville, NJ 08232

AGREEMENT DATED:

April 8, 2013

std-lang-agency

DEPARTMENT OF HUMAN SERVICES
DIVISION OF DEVELOPMENTAL DISABILITIES

ANNEX A - PROJECT SUMMARY

1. This Agreement commences on April 8, 2013 and expires on April 8, 2032

2. Legal Name of Agency: CARING, Inc.

3. Agency Address (Including P.O. Box, City, State, Zip Code, County):

407 West Delilah Road
PO Box 964
Pleasantville, New Jersey 08232

4. Date of Agency Incorporation: 7/25/83
5. Federal I.D. Number: 22-2464198
6. Project Location (Street, Address, City, State, County):

CARINGHouse45 (GH1857)
120 East Mill Road, Northfield, NJ 08225

7. Project Scope:

_____Purchase	_____Land	_____Existing Building(s)
_____Renovation	_____Expansion of Existing Facility	
_____New Construction	_____Equipment	

8. The Project Period Commences on February 22, 2013 and expires on February 22, 2014

9. Project Director:

Name: *Naomi Miller*
Address: PO Box 964
Pleasantville, NJ 08232

Phone: (609) 484-7050

10. Agency Officer authorized to sign this and other documents:

Name: *Barbara Jewell*
Address PO Box 964
Pleasantville, NJ 08232

Phone: (609) 484-7050

11. Person to whom notices shall be directed:

a) Agency
Name: Naomi Miller
Address: PO Box 964
Pleasantville, NJ 08232

b) Department
Name: Ms. Patti Amoriello, Program Development Specialist
Address: Southern Regional Office-Community Services
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043

/

ANNEX B: PROJECT BUDGET

1. Legal Name of Agency: CARING, Inc.

2. Project Location (street address, city, and state):
   CARINGHouse45 (GH1857)
   120 East Mill Road, Northfield, NJ 08225

3. Name and Address of Contractor:
   Sal Orapallo, General Contractor
   3 Jenny Lyn Drive
   Northfield, NJ 08225

4. Project Total: $100,000.00 Agreement Ceiling $100,000.00

5. Scope of Work Covered by Agreement: (Attach copies of the bids)

Names of Olmstead individuals to be served (minimum of 3): Wendy Hart, Olga Volov, Levorce Thorton and Jean Faith. Amount of Olmstead Capital Funding Request (Up to 25K per person): $100,000.00

PROMISSORY NOTE

$ 100,000.00 April 8, 2013

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated April 8, 2013,

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, One Hundred Thousand Dollars ($100,000.00) dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY: Barbara Jewell, Pres L.S.
Authorized Agency Representative

NAME: Barbara Jewell

TITLE: Acting Executive Director

AGENCY: CARING, Inc.

ADDRESS: PO Box 964
Pleasantville, New Jersey 08232

Notarized by: Nancy Mancuso

Date: 4/18/13

NANCY MANCUSO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 21, 2017

STATE OF NEW JERSEY

PAYMENT VOUCHER

(VENDOR INVOICE)

PO# | PV DATE

DOCUMENT			BATCH			ACTG. PER.	FY
TC	AGY	NUMBER	TC	AGY	NUMBER		

PP START			SCHED PAY			CHK	OFF	F	RF	CK	(A) VENDOR
MO	DY	YR	MO	DY	YR	CAT	LIAB	A	TY	FL	ID NUMBER

CONTRACT NO	AGENCY REF	BUYER	(B) TERMS	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)	(C) TOTAL AMOUNT
					100,000.00

(D) PAYEE NAME AND ADDRESS

CARING, Inc.
PO Box 964
Pleasantville, NJ 08232

(E) SEND COMPLETED FORM TO:

Department of Human Services/DDD
Ms. Patti Amoriello, Program Development Specialist
Southern Regional Office - Community Services
2 Echelon Plaza
221 Laurel Road, Suite 210
Voorhees, New Jersey 08043

(F) PAYEE DECLARATIONS

CERTIFY THAT THE WITHIN PAYMENT VOUCHER IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENEDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

→→→→ Barbara Gaskell, Psy.D.
PAYEE SIGNATURE

Acting Executive Director
PAYEE TITLE

BILLING DATE 04/18/2013

LINE NO	REFERENCE CD	AGY	NUMBER	LINE	(G) PAYEE REFERENCE
1					
2					
3					

	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
1											
2											
3											

	RPT CT	BS ACT	DT	DESCRIPTION	QUANTITY	AMOUNT	ID	PF	TX
1									
2									
3									

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	100% of Olmstead Funding for GH1857. At the following location: 120 East Mill Road, Northfield, NJ (GH1857)				$100,000.00
				TOTAL	$100,000.00

DO NOT COMPLETE SIGNATURE SECTIONS LISTED BELOW. FOR STATE OFFICIAL USE ONLY!!

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.	CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.
Signature	Authorized Signature
Title / Date	Title / Date

1

Department of Community Affairs
Council on Affordable Housing
Supportive and Special Needs Housing Survey

Municipality: Northfield
County: Atlantic
Sponsor: Oakcrest Development
Developer: CSDNJ
Block: 76 Lot: 4
Street Address: 11 Spe. NJ St
Facility Name: Oakcrest Development
Freehold, NJ 07728

Section 1: Type of Facility:

- ☐ Licensed Group Home
- ☐ Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)
- ☐ Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)
- ☑ Permanent supportive housing
- ☐ Supportive shared housing
- ☐ Other – Please Specify: _____

Section 2: Sources and amount of funding committed to the project:

- ☐ Capital Application Funding Unit $_____
- ☐ HMFA Special Needs Housing Trust $_____
- ☐ Balanced Housing – Amount $_____
- ☑ HUD – Amount $ 16,552 Program 811 annually
- ☐ Federal Home Loan Bank – Amount $_____
- ☐ Farmers Home Administration – Amount $_____
- ☐ Development fees – Amount $_____
- ☐ Bank financing – Amount $_____
- ☐ Other – Amount $_____ Program_____
- ☐ For proposed projects, please submit a pro forma
- ☐ Municipal resolution to commit funding, if applicable
- ☐ Award letter/financing commitment (proposed new construction projects only)

Section 3: For all facilities other than permanent supportive housing:

Total # of bedrooms reserved for:
- Very low-income clients/households: 3
- Low-income clients/households: ___
- Moderate-income clients/households: ___
- Market-income clients/households: ___

Section 4: For permanent supportive housing:

Total # of units 3, including:
- # of very low-income units: 3
- # of low-income units: ___
- # of moderate-income units: ___
- # of market-income units: ___

Section 5:

Length of Controls: 99 years
Effective Date of Controls: 9/26/1995
Expiration Date of Controls: 2094
Average Length of Stay: N/A months (transitional facilities only)

Section 6:

☐ CO Date: 3/25/1998
For licensed facilities, indicate licensing agency:
☐ DDD ☑ DMHS ☐ DHSS ☐ DCA ☐ DCF
☐ Other DMHAS Supportive Housing
Initial License Date: 3/1/2013
Current License Date: 3/1/2013

Section 7:

Has the project received project-based rental assistance? ☑ Yes ☐ No, Length of commitment: 99 years
Other operating subsidy sources: None ; Length of commitment: _____ years
Is the subsidy renewable? ☐ Yes ☐ No

Section 8: The following verification is attached:

- ☑ Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) PRAC CONTRACT
- ☐ Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? ☑ Yes ☐ No
Population Served (describe): Chronically Mentally Ill
Age-restricted? ☐ Yes ☑ No
Accessible (in accordance with NJ Barrier Free Subcode)? ☐ Yes ☑ No

Section 10: Affirmative Marketing Strategy (check all that apply):

- ☑ DDD/DMHS/DHSS waiting list
- ☑ Affirmative Marketing Plan approved by ~~the Council's Executive Director~~ HUD

CERTIFICATIONS

I certify that the information provided is true and correct to the best of my knowledge and belief.

Certified by: _____ 1-9-15
Project Administrator — Date

Certified by: _____ _____
Municipal Housing Liaison — Date

Part I of the Agreement to Enter into a Project Rental Assistance Contract

For Use under Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Housing

Type of Project:	PRAC Contract No.:	HUD Project No.:
☐ New Construction ☐ Rehabilitation ☒ Acquisition	NJ39-Q931-017	035-HD015

This Agreement to Enter into Project Rental Assistance Contract (Agreement) is entered into between the United States of America acting through the Department of Housing and Urban Development (HUD) and 116 West Oakcrest Avenue, Inc. (Owner).

The Owner proposes to complete a housing project, as described in the approved Application. Upon the acceptable completion of the project, the Owner and HUD will enter into a Project Rental Assistance Contract (Contract) for the purpose of making assistance payments to enable eligible Very Low-Income Households (Households) to occupy units in the project.

1.1 Significant Dates; Contents and Scope of Agreement.

(a) **Effective Date of Agreement:** September 26, 19 95.

(b) **Date of Commencement of Work.** The date for commencement of work (see section 2.1(a)) is not later than N/A calendar days after the effective date of this Agreement.

(c) **Time for Completion of Project.** The date for completion of the project (see section 2.1(b)) is not later than N/A calendar days after the date for commencement of work.

(d) **Contents of Agreement.** This Agreement consists of Part I, Part II and the following exhibits:
Exhibit A: The Project Rental Assistance Contract (Contract) to be executed upon acceptable completion of the project, complete in all respects except for execution and effective date.
Exhibit B: The schedule of completion in stages, if applicable. (This exhibit should identify the units in each stage.) N/A
Exhibit C: The schedule of Davis-Bacon wage rates, if applicable.
Additional Exhibits: (Specify additional exhibits, if any. If none, insert "None") "None"

(e) **Scope of Agreement.** This Agreement, including the exhibits, whether attached or incorporated by reference, comprises the entire agreement between the Owner and HUD with respect to the matters contained in it. Neither party is bound by any representations or agreements of any kind except as contained in this Agreement, any applicable regulations, and agreements entered into in writing by the parties which are consistent with this Agreement. Nothing contained in this Agreement shall create or affect any relationship between HUD and any contractors or subcontractors employed by the Owner in the completion of the project.

1.2 HUD Assurance. The approval of this Agreement by HUD is an assurance by HUD to the Owner that:

(a) The faith of the United States is solemnly pledged to the payment of project rental assistance payments pursuant to the Contract; and

(b) HUD has obligated funds for these payments.

1.3 Relocation Requirements. (mark one)

☒ The Owner hereby certifies that the site of the project was without occupants eligible for relocation assistance under 24 CFR 889.265 (e) or 890.260 (e).

☐ The Owner agrees to provide any relocation benefits required under 24 CFR 889.265 (e) or 890. 260 (e) and other HUD issuances.

United States of America
Secretary of Housing and Urban Development

Signature:

By:

Encarnacion Loukatos,
Name:

Director, Multifamily Housing Division
Official Title:

Date:

Owner: 116 West Oakcrest Avenue, Inc.

Signature:

By:

Name:

Official Title:

Date:

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Part II of the Agreement to Enter into a Project Rental Assistance Contract

For Use under Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act

U.S. Department of Housing and Urban Development
Office of Housing

Type of Project:	PRAC Contract No.:	HUD Project No.:
☐ New Construction ☐ Rehabilitation ☒ Acquisition	NJ39-Q931-071	035-HD015

2.1 Schedule of Completion.

(a) Timely Performance of Work. The Owner agrees to begin work no later than the time indicated in section 1.1. The Owner shall report to HUD the date work has commenced and shall thereafter furnish HUD with periodic progress reports (quarterly unless more frequent reporting is required by HUD). In the event the work is not commenced, diligently continued, or completed as required under this Agreement, HUD reserves the right to rescind this Agreement or take other appropriate action in accordance with section 2.13.

(b) Time for Completion. The project shall be completed in accordance with section 2.3 no later than the end of the period indicated in section 1.1, or in stages as provided for in Exhibit B. Where the Agreement provides for completion in stages, all references to project completion shall be considered to refer to project completion or completion of any stage, as appropriate.

(c) Delays. In the event there is a delay in the completion due to strikes, lockouts, labor union disputes, fire, unusual delays in transportation, unavoidable casualties, weather, acts of God, or any other causes beyond the Owner's control, or by delay authorized by HUD, the time for completion shall be extended to the extent that HUD determines that completion is delayed due to one or more of these causes.

2.2 Marketing.

(a) The Owner shall commence and diligently continue marketing as soon as possible, but in any event no later than 90 days prior to the anticipated date of availability for occupancy of the first unit in the project. The Owner must notify HUD of the date of commencement of marketing. Marketing and leasing must be done in accordance with the HUD-approved Affirmative Fair Housing Marketing Plan, all Fair Housing and Equal Opportunity requirements, and the applicable provisions of Exhibit A, the proposed Contract.

(b) At the time of Contract execution, the Owner must submit a list of leased and unleased units, with justification for the unleased units, to qualify for vacancy payments for the unleased units in accordance with the Contract.

2.3 Execution of Project Rental Assistance Contract.

(a) Time of Execution. Upon acceptance of the project by HUD, the Contract shall be executed first by the Owner and then by HUD.

(b) Completion in Stages. If completion is in stages, the Contract and the signature block for the first stage, shall be executed upon completion of the first stage, and the number and types of completed units and their Contract Rents shall be shown in Exhibit 1 of the Contract. Thereafter, upon completion of each successive stage, the signature block provided in the Contract for that stage shall be executed, and additional Exhibits 1a, 1b, etc., covering the additional units, shall become part of the Contract.

(c) Unleased Units at Time of Execution. At the time of executio of the Contract, HUD shall examine the lists of dwelling unit leased and not leased, referred to in section 2.2(a) and (b), an shall determine whether or not the Owner has met its obligation under that section with respect to any unleased units. HUD sha state in writing its determination with respect to the unlease units and for which of those units it will make housing assistanc payments pursuant to the Contract. The Owner shall indicate i writing concurrence or nonconcurrence with this determinatio reserving its right to claim project assistance payments for th unleased units under the Contract, without prejudice by reaso of signing the Contract.

(d) Contract Rents. The Contract Rents by unit size (and in the cas of group homes residential spaces), amounts of project rent assistance payments, and any other applicable terms and cond tions shall be as specified in the proposed Project Rent Assistance Contract.

(e) No Changes in Contract. Each party has read or is presumed t have read the proposed Contract. It is expressly agreed that ther shall be no change in the terms and conditions of the Contra other than as provided in this Agreement.

2.4 Cooperation in Equal Opportunity Reviews:

(a) The Owner agrees to cooperate with HUD in conducting mon toring and compliance reviews and complaint investigation pursuant to all applicable civil rights statutes and regulation Executive Orders, and civil rights related program requir ments.

(b) In carrying out the obligations under this Agreement, the Owne will comply with:

(1) The requirements of the Fair Housing Act (42 U.S.C 3601-19) and its implementing regulations at 24 CFR Part 10 Executive Order No. 11063 (Equal Opportunity in Housing) an implementing regulations at 24 CFR Part 107; and Title VI of th Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscriminatio in Federally Assisted Programs) and implementing regulation at 24 CFR Part 1;

(2) The prohibitions against discrimination on the basis c age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 07) and implementing regulations at 24 CFR Part 146, and th prohibitions against discrimination against otherwise qualifie individuals with disabilities under section 504 of the Rehabil tation Act of 1973 (29 U.S.C. 794) and implementing regul tions at 24 CFR Part 8.

(3) The requirements of Executive Order No. 11246 (Equ Employment Opportunity) and the regulations issued under th Order at 41 CFR Chapter 60;

(4) The requirements of section 3 of the Housing an Urban Development Act of 1968 (12 U.S.C. 1701u) (Emplo

(ii) The Owner has asserted or demonstrated an intention not to perform some or all of its obligations under this Agreement; or

(iii) If the Owner has violated or failed to comply with applicable HUD regulations for the Section 202 or Section 811, or with the regulatory agreement; or the Owner has filed any false statement or misrepresentation with HUD in connection with the loan.

(2) HUD Determination of Default. Upon a determination by HUD that a default has occurred, HUD shall notify the Owner of:

(i) The nature of the default,

(ii) The action required to be taken and the remedies to be applied on account of the default (including actions by the Owner to cure the default),

(iii) The time within which the Owner shall respond with a showing that all the required actions have been taken.

If the Owner fails to respond or take action to HUD's satisfaction, HUD shall have the right to take corrective action to achieve compliance, in accordance with paragraph (3) of this section, or to terminate this Agreement, in whole or in part, or to take other corrective action to achieve compliance, in its discretion.

(3) Corrective Actions. Pursuant to paragraph (2) of this section, HUD in its discretion may take the following corrective actions:

(i) Take possession of the project, bring any action necessary to enforce any rights of the Owner, complete the project in accordance with the terms of this Agreement, execute the Contract on behalf of the Owner, and operate the project in accordance with the terms of the Contract until such time as HUD determines that the Owner is again in a position to complete or operate the project, as appropriate, in accordance with the Agreement or Contract.

(ii) Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, for the appointment of a receiver to take over and complete the project in accordance with this Agreement and to execute the Contract and operate the project in accordance with the Contract, or for such other relief as may be appropriate. These remedies are appropriate since the injury to HUD arising from a default under any of the terms of this Agreement could be irreparable and the amount of damage would be difficult to ascertain.

(b) Remedies not Exclusive and Non-Waiver of Remedies. The availability of any remedy under this Agreement shall not preclude the exercise of any other remedy under this Agreement or under any provision of law, nor shall any action taken in the exercise of any remedy be considered a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

2.13 Disputes.

Any dispute concerning a question of fact arising under this Agreement which cannot be resolved by agreement between the HUD Field Office and the Owner may be submitted by the Owner to the Secretary of Housing and Urban Development or a designee. Both parties shall proceed diligently with the performance of this Agreement and in accordance with the decision of the Field Office, pending resolution of the appeal.

2.14 Conflict of Interest.

Officers, directors, stockholders, and authorized representatives of the Owner may not have any financial interest in any contract in connection with the rendition of services, the provision of goods or supplies, project management, procurement of furnishings or equipment, construction of the project, procurement of the site or other matters related to the development or operation of the project.

2.15 Interest of Member of or Delegate to Congress.

No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Agreement or to any benefits which may arise from it.

2.16 Assignment, Sale or Foreclosure.

(a) The Owner agrees that it has not made and will not make any sale, assignment, or conveyance or transfer in any fashion, of this Agreement, the Contract, or the project or any part of them or any of its interest in them, without the prior written consent of HUD.

(b) The Owner agrees that it will not change to a different contractor, except with HUD's prior written consent.

(c) The Owner agrees that the approved contractor has not made and will not make, except with HUD's prior written consent, any assignment or transfer in any form of the contractor's contract to construct or rehabilitate the project, or of any part of it, or any of the contractor's interests in it.

(d) The Owner agrees to notify HUD promptly of any proposed action covered by paragraph (a), (b), or (c) of this section, and further agrees to request the prior written consent of HUD. For purposes of this section, a sale, assignment, conveyance, or transfer includes but is not limited to a transfer by the Owner, in whole or in part.

(e) The provisions of this section also shall apply to transfers of interest by the contractor and by persons having interests in the contractor.

(f) Except where otherwise approved by HUD, this Agreement and the Contract shall continue in effect in the event:

(1) Of assignment, sale, or other disposition of the project or this Agreement or the Contract,

(2) Of foreclosure, including foreclosure by HUD,

(3) Of assignment of the mortgage or deed in lieu of foreclosure, or

(4) HUD takes over possession, operation or ownership.

Part II of the Project Rental Assistance Contract

Section 202 Supportive Housing for the Elderly
Section 811 Housing for Persons with Disabilities

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

Type of Project:	PRAC Contract No.:	HUD Project No.:
☐ New Construction ☐ Substantial Rehabilitation ☒ Acquisition	NJ39-Q931-017	035-HD015

2.1 **Owner's Warranties, Amendments.**

(a) Legal Capacity. The Owner warrants that it has the legal right to execute this Contract and to lease dwelling units covered by this Contract.

(b) Completion of Work. The Owner warrants that the project as described in section 1.1 is in good and tenantable condition and that the project has been completed in accordance with the terms and conditions of the Capital Advance Agreement (Agreement) or will be completed in accordance with the Special Conditions for Acceptance (see attached exhibit, where applicable). The Owner further warrants that it will remedy any defects or omissions covered by this warranty if called to its attention within 12 months of the effective date of this Contract. The Owner agrees that the continuation of this Contract shall be subject to the Owner meeting any Special Conditions for Acceptance.

2.2 **Families To Be Housed.**

(a) Families To Be Housed. If a Section 811 project, the Contract Units are to be leased by the Owner to eligible Disabled Persons (Families) for occupancy by such Families solely as private dwellings and as their principal place of residence. If a Section 202 project, the Contract Units are to be leased to eligible elderly Persons or Households (Families) solely.

(1) HUD hereby agrees to make project rental assistance payments on behalf of Families for the Contract Units, to enable the Families to lease Decent, Safe, and Sanitary housing pursuant to Section 202 or Section 811.

(2) If there is a Utility Allowance and if the Allowance exceeds the tenant payment, the Owner shall pay the Family the amount of the excess. HUD will pay funds to the Owner in trust solely for the purpose of making this payment.

2.3 **Maximum Project Rental Assistance Commitment: Project Account.**

(a) Maximum Annual Contract Commitment. Notwithstanding any other provisions of this Contract (other than paragraph (b)(2) of this section) or any provisions of any other contract between HUD and the Owner, HUD shall not be obligated to make and shall not make any project rental assistance payments under this Contract in excess of the amount identified in section 1.1(c). However, this amount may be reduced commensurately with any reduction in the number of Contract Units or in the Operating Expense Amount or pursuant to any other provisions of this Contract.

(b) Project Account.

(1) A project account will be established and maintained by HUD, as a specifically identified and segregated account for the project. The account will be established and maintained, in an amount determined by HUD, out of the amounts by which the Maximum Annual Contract Commitment under section 1.1(c) exceeds the amount actually paid out under the Contract each fiscal year. Payments will be made from the account for project rental assistance payments when needed to cover increases in Operating Expense Amounts or decreases in tenant payments and for other costs specifically approved by the Secretary.

(2) Whenever a HUD-approved estimate of the required annual payments for a fiscal year exceeds the maximum annual commitment for that fiscal year plus the current balance in the project account, HUD will, within a reasonable period of time, take such additional steps as may be necessary to assure that payments under the Contract will be adequate to cover increases in Operating Expenses and decreases in tenant payments.

(3) Any amount remaining in the account after payment of the last project rental assistance payment with respect to the project shall be applied by HUD in accordance with law.

2.4 **Project Rental Assistance Payments To Owners.**

(a) Project Rental Assistance Payments on Behalf of Families.

(1) Project assistance payments shall be paid to the Owner for units (or residential space in a group home under Section 811) under lease for occupancy by Families in accordance with the Contract. The project rental assistance payment will cover the difference between the Operating Expenses and tenant payments as determined in accordance with the HUD-established schedules and criteria.

(2) The amount of project rental assistance payment payable on behalf of a Family and the amount of tenant payment shall be subject to change by reason of changes in Family Income, Family composition, extent of exceptional medical or other unusual expenses or program rules in accordance with the HUD-established schedules and criteria; or by reason of a change in any applicable Utility Allowance approved or required by HUD. Any such change shall be effective as of the date stated in a notification of the change to the Family, which need not be at the end of the Lease term.

(b) Vacancies During Rent-up. If a Contract Unit (or residential space in a group home under Section 811), is not leased as of the effective date of the Contract, the Owner is entitled to assistance payments in the amount of 50 percent of the Operating Expense for the unit (or pro rata share of the Operating Expense for a group home) for a vacancy period not exceeding 60 days from the effective date of the Contract, provided that the Owner: (1) commenced marketing and otherwise compiled with section 2.2(d) of the Agreement; (2) has taken and continues to take all feasible actions to fill the vacancy, including, but not limited to, contacting applicants on its waiting list, if any, requesting appropriate sources to refer eligible applicants, and advertising the availability of the unit in a manner specifically designed to reach eligible families; and (3) has not rejected any eligible applicant except for good cause acceptable to HUD.

(c) Vacancies After Rent-up. If an eligible family vacates an

terms of its lease, including the termination date and amount of tenant payments.

(d) Notification of Abatement. Any reduction or suspension of project rental assistance payments shall be effective as provided in written notification to the Owner. The Owner shall promptly notify the Family of any such abatement.

(e) Overcrowded and Underoccupied Units. Where the Owner determines a unit is larger or smaller than appropriate for an eligible family, the Owner agrees, if possible, to offer the family an appropriate alternate unit as promptly as possible in accordance with HUD regulations and requirements in effect at the time of the determination.

2.6 Financial Requirements.

(a) Submission of Financial and Operating Statements. The Owner must submit to HUD:

(1) Within 60 days after the end of each fiscal year of project operations, financial statements for the project audited by an Independent Public Accountant in the form required by HUD, and

(2) Other statements as to project operation, financial condition and occupancy as HUD may require to administer this Contract and to monitor project operations.

(b) Use of Project Funds.

(1) The Owner shall maintain a project fund account in a HUD-approved depository and shall deposit all tenant payments, charges, income and revenues arising from project operation or ownership in this account. Project funds must be used for the operation of the project (including required insurance coverage), to pay operating expenses, and to make required deposits to the replacement reserve in accordance with paragraph (c) of this section. To the extent HUD determines that project funds are more than needed for these purposes, the surplus project funds must be deposited with a HUD-approved depository in an interest-bearing residual receipts account. Withdrawals from this account will be made only with the approval of HUD and for project purposes, including the reduction of project rental assistance payments. Upon termination of the Contract, any excess funds must be remitted to HUD.

(c) Replacement Reserve.

(1) The Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations.

(i) The Owner shall make monthly deposits to the replacement reserve commencing on the effective date of the Contract. For staged projects, the deposits shall commence on a pro rata basis for units in each stage on the effective date of the Contract for that stage.

(ii) The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. Should the reserve reach that level, the amount of monthly deposit to the reserve may be reduced with HUD approval.

(iii) Replacement reserve funds must be deposited with HUD or a HUD-approved depository in an interest-bearing account. All interest earnings must be added to the reserve.

(iv) Funds may be withdrawn from the reserve and used only in accordance with HUD guidelines and with the approval of, or as directed by, HUD.

(d) The Owner is not entitled to distributions of project funds.

2.7 Operating Expense Adjustments.

(a) Funding of Adjustments. Project rental assistance payments will be increased commensurate with adjustments in operating expenses under this section up to the maximum amount authorized under section 2.3(a) of this Contract. HUD will calculate operating expense adjustments based on the sum of the costs for operating the project (as approved by HUD) with adjustments for vacancies, the project's non-rental income, and other factors that HUD deems appropriate. The calculation will be made on the basis of the information provided by the Owner on a form prescribed by HUD.

(b) Operating Expense Adjustments. Operating Expenses shall be adjusted whenever HUD approves an increase in operating costs as provided under the Regulatory Agreement.

(c) Incorporation of Operating Expense Adjustment. Any adjustment in Operating Expenses shall be incorporated into Exhibit 1 by a dated addendum to the exhibit establishing the effective date of the adjustment.

(d) Adjustment of Operating Expense Based on Cost Certification. The Owner shall complete the cost certification requirements under 24 CFR part 889 (Section 202) or 24 CFR 890 (Section 811).

(e) Adjustment of Operating Expense Amounts Due to Tax Exemption. The Operating Expense Amounts may be reduced to reflect real property tax exemption or similar savings where the initial operating expenses were approved on the assumption that the project would not receive the benefit of the tax abatement or similar savings. The Owner agrees to notify HUD in the event the project begins to receive such an exemption or similar savings so the Initial Operating Expense Amounts then in effect may be reduced.

2.8 Marketing And Leasing Of Units.

(a) Compliance with Equal Opportunity Requirements. Marketing of units and selection of Families by the Owner shall be in accordance with the Owner's HUD-approved Affirmative Fair Housing Marketing Plan (if required), shown as an exhibit, and with all regulations relating to fair housing advertising. Projects shall be managed and operated without regard to race, color, religion, creed, age, sex, handicap, familial status or national origin, except housing provided under Section 202 must be limited to households where at least one person is 62 years of age or older.

(b) Security Deposits. The Owner agrees to comply with applicable HUD regulations (24 CFR Part 889 or 890) and other requirements, as revised from time to time, regarding security deposits and to comply with all State and local law.

(c) Eligibility, Selection and Admission of Families.

(1) The Owner shall be responsible for determination of eligibility of applicants, selection of families from among those determined to be eligible, computation of the amount of project assistance payments on behalf of each selected Family and of total Family contributions and recordkeeping in accordance with applicable HUD regulations and requirements.

(2) The Owner shall not charge any applicant or assisted Family any amount in excess of the total Family contribution

2.13 **Flood Disaster Protection Act.**
If the Project is located in an area that has been identified by the Director of the Federal Emergency Management Agency as an area having special flood hazards and if the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, the Owner agrees that it will obtain coverage of the Project, during its anticipated economic or useful life, by flood insurance in an amount at least equal to its development or project cost (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, whichever is less.

2.14 **Clean Air Act and Federal Water Pollution Control Act.**
In compliance with regulations issued by the Environmental Protection Agency (EPA), 40 CFR, Part 15, pursuant to the Clean Air Act, as amended ("Air Act"), 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, as amended ("Water Act"), 33 U.S.C. 1251, et seq., and Executive Order 1173, the Owner agrees:

(a) Not to utilize any facility in the performance of this Contract or any nonexempt subcontractor which is listed on the EPA List of Violating Facilities pursuant to Part 15 of the regulations for the duration of time that the facility remains on the list.

(b) Promptly to notify HUD of the receipt of any communication from the EPA indicating that a facility to be utilized for this Contract is under consideration to be listed on the EPA List of Violating Facilities;

(c) To comply with all the requirements of section 114 of the Air Act and section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in section 114 of the Air Act and section 308 of the Water Act, and all regulations and guidelines issued thereunder; and

(d) To include or cause to be included the provisions of this Contract in every nonexempt subcontract and take such action as HUD may direct as a means of enforcing such provisions.

2.15 **Displacement and Relocation Assistance.**
The Owner agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) as amended by the Uniform Relocation Assistance Amendments of 1987, Title IV of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100-17, approved April 2, 1987) (URA) and government-wide implementing regulations at 49 CFR Part 24 which set forth relocation assistance requirements that apply to the displacement of any person (family, individual, business, nonprofit organization or farm) as a direct result of acquisition, rehabilitation or demolition for a project assisted under this part.

2.16 **Lead-Based Paint.**
The Owner agrees to comply with requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implementing regulation at 24 CFR Part 35 to the extent they are applicable to housing under the Contract.

2.17 **Lobbying.**
The Owner agrees to comply with the prohibitions against lobbying the Executive or Legislative Branches of the Federal Government contained in Pub. L. 101-121 (31 USC 1352) and implementing regulations at 24 CFR Part 87.

2.18 **Reports and Access to Premises and Records.**

(a) The Owner shall furnish any information and reports pertinent to this Contract as reasonably may be required from time to time by HUD.

(b) The Owner shall permit HUD or its duly authorized representatives to have access to the premises and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the Owner that are pertinent to compliance with this Contract, including the verification of information pertinent to project rental assistance payments.

2.19 **Disputes.**
Any dispute concerning a question of fact arising under this Contract which cannot be resolved by agreement between the HUD Field Office and the Owner may be submitted by the Owner to the HUD Secretary or a designee. Both parties shall proceed diligently with the performance of this Contract and in accordance with the Field Office's decision, pending resolution of the appeal.

2.20 **Conflicts of Interest.**
Officers, directors, stockholders and authorized representatives of the Owner may not have any financial interest in any contract in connection with the rendition of services, the provision of goods or supplies, project management, procurement of furnishings or equipment, construction of the project, procurement of the site, or other matters related to development and operation of the project.

2.21 **Interest of Member of or Delegate to Congress.**
No member of or delegate to the Congress of the United States of America or resident commissioner shall be admitted to any share or part of this Contract or to any benefits which may arise from it.

2.22 **Assignment, Sale or Foreclosure.**

(a) The Owner agrees that it has not made and will not make any sale, assignment, or conveyance or transfer in any fashion, of this Contract, the Agreement, or the project or any part of them or any of its Interest in them, without the prior written consent of HUD.

(b) The Owner agrees to notify HUD promptly of any proposed action covered by paragraph (a) of this section and further agrees to request HUD's prior written consent.

(c) Except where otherwise approved by HUD, this Contract and the Agreement shall continue in effect and project rental assistance payments will continue in accordance with the terms of this Contract in the event:

(1) of assignment, sale or other disposition of the project, this Contract or the Agreement,

(2) of foreclosure, including foreclosure by HUD.

(3) of assignments of the mortgage or deed in lieu of foreclosure,

(4) HUD takes over possession, operation or ownership,

DTEK-Plan

U.S. Department of Housing and Urban Development
New Jersey State Office
Thirteenth Floor
One Newark Center
Newark, New Jersey 07102-5260

April 25, 1995

Ms. Donna Efstatos, President
116 West Oakcrest Avenue, Inc.
15 Alden Street, Suite 11-12
Cranford, New Jersey 07016

RE: Affirmative Fair Housing Marketing Plan:
Project: Northfield Consumer Home
Location: Northfield, NJ
Number: 035-HD015

Dear Ms. Efstatos:

We are pleased to advise you that the Affirmative Fair Housing Marketing Plan (AFHMP) that you submitted for the above subject project is approved as of the date of this letter.

As you know, the primary purpose of the affirmative marketing program is to promote a condition in which individuals of similar income levels in the same housing market area have available to them a like range of choices in housing, regardless of the individual's race, color, religion, sex, national origin, handicap or familial status. Accordingly, the Department has identified the below listed procedures which you are required to follow pursuant to the goals of the program:

(1) The approved AFHMP must be available for public inspection in your office.

(2) The HUD Fair Housing Poster is required to be prominently displayed in all offices in which sales activity takes place; displayed from the start of construction and sales periods.

(3) Although no advertising is proposed at this time, you must ensure that all future advertising material related to this housing contains the Equal Housing Opportunity logo, slogan, or statement, in conformance with the HUD Fair Housing Advertising Regulations (24 CFR Part 109). Also, copies of all materials sent to community contacts must be submitted to this office.

We encourage you to make every possible good faith effort to carry out the provisions and fulfill the objectives of AFHM Plan. If you have any questions or need assistance, please call us at (201) 622-7900 ext. 3254.

Sincerely,

Landon M. Hill Jr.
Acting Director
Fair Housing and Equal Opportunity

ffirmative Fair Housing
'keting Plan

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity

OMB Approval No. 2529-0013 (exp. 10/31/93)

1a. Unit's Name, Address (including city, State and zip code) & Phone Number:	1c. Project/Application Number	1d. Number of Units	1e. Price or Rent Range
116 West Oakcrest Avenue, Inc. 15 Alden Street, Suite 11-12 Cranford, NJ 07016 (908)272-6364	035-HD015	1	From $ 950 To $ 950
	1f. For Multifamily Housing Only ☐ Elderly ☒ Non-Elderly	1g. Approximate Starting Dates: Advertising: 9/1/94 Occupancy: 11/1/94	
1b. Project's Name, Location: (including city, State and zip code) Northfield Consumer Home 116 West Oakcrest Avenue. Northfield, NJ 08225	1h. County: Atlantic Co.	1i. Census Tract: 124.02	
	1j. Managing Sales Agent's Name & Address: (including city, State and zip code) Tri - County Community Action Program, 143 West Broad Bridgeton, NJ 08302		

2. Type of Affirmative Marketing Plan: (mark only one)

☐ Project Plan ☐ Minority Area ☒ White (non-minority) Area
☐ Mixed Area (with _____ % minority residents)
☐ Annual Plan (for single-family scattered site units) Note: A separate Annual Plan must be developed for each type of census tract in which the housing is to be built.

3. Direction of Marketing Activity: (Indicate which group(s) in the housing market area are least likely to apply for the housing because of its location and other factors without special outreach efforts)

☐ White (non-Hispanic) ☒ Black (non-Hispanic) ☒ Hispanic
☐ American Indian or Alaskan Native ☒ Asian or Pacific Islander

4. Marketing Program: Commercial Media: (Check the type of media to be used to advertise the availability of this housing)

☐ Newspapers/Publications ☐ Radio ☐ TV ☐ Billboards ☐ Other (specify) Not Applicable

Name of Newspaper, Radio or TV Station	Racial/Ethnic Identification of Readers/Audience	Size/Duration of Advertising

5. Marketing Program: Brochures, Signs, and HUD's Fair Housing Poster:

a. Brochures, letters, or handouts be used to advertise? ☒ Yes ☐ No If "Yes", attach a copy or submit when available.

b. If project site sign, indicate sign size _____ x _____; Logotype size _____ x _____. Attach a photograph of project sign or submit when available.

c. HUD's Fair Housing Poster must be conspicuously displayed wherever sales/rentals and showings take place. Fair Housing Posters will be displayed in the

☐ Sales/Rental Office ☐ Real Estate Office ☐ Model Unit ☒ Other (specify) Office and Renting Offices

6. Community Contacts. To further inform the group(s) least likely to apply about the availability of the housing, the applicant agrees to establish and maintain contact with the groups/organizations listed below that are located in the housing market area or SMSA. If more space is needed, attach an additional sheet. Notify HUD-FHEO of any changes in this list. Attach a copy of correspondence to be mailed to these groups/organizations. (Provide all requested information.)

Name of Group/Organization:	Racial/Ethnic Identification:	Approximate Date:	Person Contacted or to be Contacted:
Mental Health Association	Mixed	7/1/94	Vickie Phillips
Spanish Community Center	Hispanic	7/1/94	Lydia Munoz
Union Baptist Temple	Black	7/1/94	Rev. Ben
Hispanic Alliance	Hispanic	7/1/94	Bart Lopez
Address & Phone Number:	**Method of Contact:**		**Indicate the specific function the Group/Organization will undertake in implementing the marketing program:**
601 N. Main St. (609)272-1700	Telephone		Outreach to potential residents
303 Summer st. (609)697-2967	Telephone		Outreach to potential residents
10110 Drexel Ave. (609)345-4314	Telephone		Outreach to potential residents
1190 Blackhorse Ave. (609)645-4770	Telephone		Outreach to potential residents

7. Future Marketing Activities (Rental Units Only) Mark the box(s) that best describe marketing activities to fill vacancies as they occur after the project has been initially occupied.

☐ Newspapers/Publications ☐ Radio ☐ TV ☒ Brochures/Leaflets/Handouts
☐ Site Signs ☒ Community Contacts ☐ Other(specify)

8. Experience and Staff Instructions: (See instructions)

8a. Staff has experience. ☐ Yes ☒ No

8b. On separate sheets, indicate training to be provided to staff on Federal, State and local fair housing laws and regulations, as well as this AFHM Plan. Attach a copy of the instructions to staff regarding fair housing.

9. Additional Considerations: Attach additional sheets as needed.

See attached sheet.

10. Changes and Revisions: By signing this form, the applicant agrees, after appropriate consultation with HUD, to change any part of the plan covering a multifamily project to maintain continued compliance with Section 200.620 of HUD's Affirmative Fair Housing Marketing Regulations.

Signature of Person Submitting Plan & Date of Submission:	For HUD-FHEO Use Only Approval By:	Disapproval By:
Name: (type or print) Donna Efstatos	Signature & Date: 4/25/95 Name: (type or print) Landon M. Hall	Signature & Date: Name: (type or print)
Title & Name of Company: President: 116 West Oakcrest Avenue, Inc.	Title: Admin. Director, FHEO	Title:

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
One Sixteen West Oakcrest Avenue, Northfield, NJ

The single family property at One Sixteen West Oakcrest Avenue, Northfield, will have three low-income consumers of mental health services residing in the property. The consumer home is currently occupied by three low-income consumers of mental health services. They will remain in the consumer home after the Section 811 Fund Reservation is closed. The proposed marketing plan was prepared to cover primarily future marketing activities.

The minority group least likely to apply has been identified as African American (Black). African American are often the least willing to publicly identify themselves as a mental health consumer.

Because it is a single family property for mental health consumers, it is neither cost effective, appropriate nor feasible to utilize newspapers, radio, TV, billboards nor other media. The market for these media is too broad and does not focus on mental health consumes as a target population. The cost of advertising for three slots in a single family property is too large to secure applicants to fill three slots in a single family property. Finally, and even more importantly, public advertising of a single family property as housing for the psychiatric disabled is likely to only intensify the discrimination against mental health consumers. The goal of this consumer home is to help the residents integrate in to the community. Public advertising for a small property only serves to segregate the residents from the larger community and raise the specter of the residents being discriminated against or harassed by neighbors.

Flyers will be prepared and distributed to mental health consumer groups that include African-Americans, Latinos, Asians and other minority groups that are least likely to apply. These are currently being prepared. They will be in both English and Spanish. Copies will be sent to HUD once they are prepared and a Firm Commitment is approved.

The four community groups listed are the primary consumer support and advocacy organizations in Atlantic County. They work with mental health consumers who are low-income and in need of decent, affordable housing. They will distribute flyers, hold meetings, and do outreach to minority mental health consumers.

The staff of the senior property manager, Social Enterprise Associates has been trained in affirmative marketing. They will train staff of Butterfly Property Management (BPM) in any and all training provided by the Office of Fair Marketing Housing and Equal Opportunity. In addition, BPM and the sponsor, Collaborative Support Programs of NJ, are committed to including all consumers in the housing.

License Number GH269

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that 2026 CEDARBRIDGE RD

NORTHFIELD NJ 08225

Operated by **COMMUNITY QUEST, INC.**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home
(type of residence)

for 5 Individuals
(number)

from 11/30/2013
(date issued)

effective to 11/30/2014
(expiration date)

Jennifer Velez, Commissioner, Department of Human Services

A7-1

PURCHASE MONEY MORTGAGE

MORTGAGE made this sixteenth day of January, 2004 between the Mortgagor, Career Opportunity Development, Inc. and the Mortgagee, the State of New Jersey, Department of Human Services Capital Place One, 222 South Warren Street, Trenton, New Jersey, 08625.

WHEREAS the Mortgagor is indebted to the Mortgagee in the sum of **One Hundred Ninety Seven Thousand Four Hundred Fifty Six Dollars and 46 Cents ($197,456.46)**, (the "Funding") which indebtedness is evidenced by a promissory note dated September 26, 2003 ("the Note").

WHEREAS, the funding was provided in accordance with that certain Funding agreement for construction, purchase or purchase and renovation of community based facilities between the Mortgagor and Mortgagee dated December 3, 2002 (the "Agreement of December 3, 2002)

THEREFORE to secure the indebtedness of **$197,456.46** lawful money of the United States, to be paid in accordance with the aforesaid agreement, the Mortgagor does hereby mortgage the following described property located on Block # 44, Lot # 179, in the City of Northfield, County of Atlantic, State of New Jersey, ~~and more particularly described in Exhibit A annexed hereto and made a part hereof~~, the aforesaid property, having a street address of 322 Shore Road, Northfield, NJ.

Instr # 4014413 MICHAEL J. GARVIN
Recorded/Filed PLM Atlantic County Clerk
02/18/2004 10:41 Bk 11043 Pg 1 of 3 CAF

Upon default by the Mortgagor in the performance of any term, provision or requirement of the aforesaid Agreement of December 3, 2002, or upon no-fault termination of said Agreement pursuant to Section 8.01 thereof, the entire amount of this mortgage shall, at the option of the Mortgagor default or upon no-fault termination of the Agreement of December 3, 2002, the Mortgagee may exercise other options as set forth in Section 5.02 of the Agreement of December 3, 2002.

The Mortgagor agrees that if default shall be made in any term, provision or requirement of the Agreement of December 3, 2002, the Mortgagee shall have the right forthwith, after any such default, to enter upon and take possession of the said mortgaged premises and to operate same in accordance with the aforesaid Agreement of December 3, 2002.

The Mortgagor shall keep the building or buildings and improvements now on said premises, or that may hereafter be erected thereon, in good and substantial repair, and, upon failure to do so. The Mortgagee may enter upon the premises and repair and keep in repair the same, and the expense thereof shall be added to the sum secured hereby.

In the event that the aforesaid property is condemned, the proceeds of any award for damages, direct as well as consequential, or the proceeds of any conveyance in lieu of condemnation, are hereby assigned and shall be paid to the Mortgagee.

IN WITNESS HEREOF, the Mortgagor has hereto set its hand and seal the day and year first written above.

CAREER OPPORTUNITY DEVELOPMENT INC.
Agency Name (Mortgagor)

BY: Linda L. Carney L.S.
Linda L. Carney

ATTEST:
L.S.
Secretary
Dr. John Cosby

State of New Jersey, County of Atlantic ss.: Be it Remembered, that on January 16th 20 04, before me, the subscriber, personally appeared Dr. John Cosby who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he is the Secretary of Career Opportunity Development, Inc. , the agency named in the within Instrument; that Linda L. Carney is the chief executive officer of said agency; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the said agency; that deponent well knows the seal of said agency; and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said chief executive officer as and for the voluntary act and deed of said agency, in the presence of deponent, who thereupon subscribed his/her name thereto as attesting witness.

Sworn to and subscribed before me,
the date aforesaid.

Sworn to and subscribed
before me this
16th day of January 04

Prepared by:

Janice A. MacDevitt
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/29/2004

Instr # 3010513 MICHAEL J. GARVIN
Recorded/Filed BG Atlantic County Clerk
01/29/2003 11:45 Bk 7396 Pg 1 of 4 GRC

ARLENE GILBERT GROCH
Attorney at Law, State of New Jersey

DEED

This Deed is made on Jan. 8, 2003,

BETWEEN **GEORGE GROCH/AND ARLENE GROCH,** husband and wife, by his attorney-in-fact Arlene Groch whose post office address is 1413 Shore Road, in the City of Northfield, County of Atlantic and State of New Jersey, referred to as the Grantor,

AND **CAREER OPPORTUNITY DEVELOPMENT, INC.,** whose address is 901 Atlantic Avenue, in the City of Egg Harbor City, County of Atlantic and State of New Jersey, referred to as Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors listed above.

Transfer of Ownership. The Grantors grant and convey (transfer ownership of) the property described below to the Grantee. This transfer is made for the sum of $191,900. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) City of Northfield

Block No. 179.02 Lot Nos. 44.02 Account No.

_X_ No property tax identification number is available on the date of this Deed.
(Check box if applicable.)

Property. The property consists of all that certain lot, tract or parcel of land and premises situate, lying and being in the City of Northfield, County of Atlantic and State of New Jersey, containing 10,223.25 square feet, more or less [including 17' wide easement] and

BEING ALSO KNOWN AS Lot 44.02 in Block 179.02 as shown on a certain Minor Subdivision Map prepared by Arthur Ponzio & Associates, dated September 13, 1998 and duly filed May 8, 1989 in the Atlantic County Clerk's Office as Map No. 2907 and

BEING further described in a Map of Survey prepared by Thomas A. Prendergost on November 4, 2002, a copy of which is attached hereto, and

BEING ALSO KNOWN AS 322 Shore Road.

BEING the same premises which Shirlie Dwayne Calabrese, granted and conveyed unto George Groch and Arlene Groch, by Deed dated April 15, 1999 and recorded on April 22, 1999 in deed Book 6469, Page 223 in the Atlantic county Clerk's Office.

Promises by Grantor: The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Consideration:	**191900.00**
County:	**192.00**
State:	**480.00**
N.P.R.F.:	**63.00**
Realty Tax:	**735.00**
Fees:	**45.00**

R

METES AND BOUNDS

BEGINNING AT THE intersection of the Northeasterly line of Catherine Place (33 feet wide) and the Southeasterly line of Shore Road (49.50 feet wide); and extending thence

1. North 48 degrees 58 minutes 00 seconds East, along the Southeasterly line of Shore Road, 102.66 feet to an iron bar; thence

2. South 46 degrees 32 minutes 30 seconds East, 100.01 feet to an iron bar; thence

3. South 48 degrees 58 minutes 00 seconds West, 102.73 feet to a point in the Northeasterly line of Catherine Place; thence

4. North 46 degrees 30 minutes 00 seconds West, along same 100 feet to the point and place of BEGINNING.

BEING KNOWN AS Lot 44.02, Block 179.02 on the Tax Map of the City of Northfield, New Jersey.

ALSO KNOWN AS Lot 44.02, Block 179.02 on the Minor Subdivision Map of Block 179.02, Lot 44 filed with the Atlantic County clerk's Office on May 8, 1989, Map # 2907.

COMMONLY KNOWN AS 322 Shore Road, Northfield, New Jersey.

SUBJECT TO A 17 foot wide Easement:

BEGINNING AT THE intersection of the Northeasterly line of Catherine Place (33 feet wide) and the Southeasterly line of Shore Road (49.50 feet wide); and extending thence

1. North 48 degrees 58 minutes 00 seconds East, along the Southeasterly line of Shore Road, 17 feet; thence

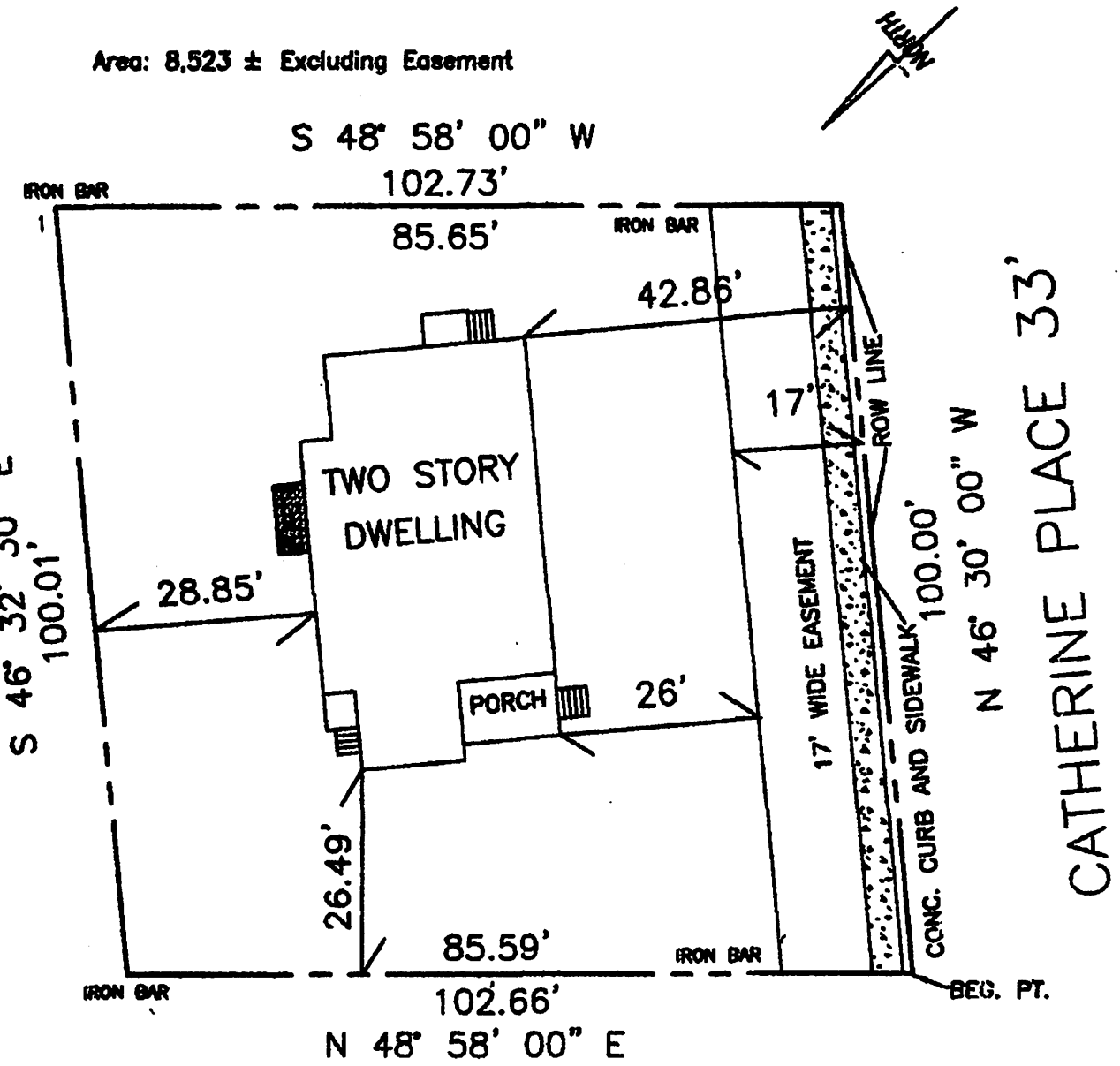
2. South 46 degrees 32 minutes 30 seconds East, 100.01 feet; thence

3. South 48 degrees 58 minutes 00 seconds West, 17.07 feet to a point in the Northeasterly line of Catherine Place; thence

4. North 46 degrees 30 minutes 00 seconds West, along same 100 feet to the point and place of BEGINNING.

BEING KNOWN AS a portion of Lot 44.02, Block 179.02 on the Tax Map of the City of Northfield, New Jersey

Area: 8,523 ± Excluding Easement



LAND TITLE SURVEY — This lot is located in FEMA Zone C

Buyer: Career Opportunity Development, Inc.

Mortgagee: N/A — its successors and/or assigns as their interests may appear.

Title Company: Title Company of Jersey

To the above parties, any insuror of title relying hereon and any other party of interest. In consideration of the fee paid for making this survey, I hereby certify to its accuracy (except such easements if any that may be located below the surface of lands and not visible) as an inducement for any insuror of title to insure the title of lands and premises shown hereon. This certification is only for the above named parties for purchase and/or mortgage. No liability or responsibility is assumed for the use of survey for any other purpose including but not limited to survey affidavit, resale of property, new construction or use by any other person not listed in certification. SURVEY NOT VALID WITHOUT RAISED SEAL

Thomas A. Prendergast NJ License No. 37604

Block 179.02 Lot 44.02 Address: 322 Shore Road

Municipality: City of Northfield County: Atlantic

Scale: 1"= 20' by: tap Date: 11/4/2002 Revised:

Witnessed or Attested by:

Witness for George Groch

Witness for Arlene Groch

George Groch by Arlene Groch
by Power of Attorney

GEORGE GROCH by his Attorney-in-fact
ARLENE GROCH

Arlene Groch

ARLENE GROCH

STATE OF NEW JERSEY, COUNTY OF ATLANTIC SS:

I CERTIFY that on Jan. 8, 2003, Arlene Groch, Atty-in-fact for George Groch and Arlene Groch, individually personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

(a) is named in and personally signed this Deed;

(b) signed, sealed and delivered this Deed as his/her act and deed; and

(c) made this Deed for $191,900.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5).

Notary Public or Attorney at Law

SALLY A. OSHMAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 27, 2006

IN COMPLIANCE WITH STATUTE I HAVE PRESENTED
AN ABSTRACT OF THE WITHIN TO ALL ASSESSORS
OF THE TAXING DISTRICT THEREIN MENTIONED

ATLANTIC COUNTY CLERK

ACCOUNT # 408
THE TITLE COMPANY OF JERSEY
NORTHFIELD, NEW JERSEY 08225

2625121

CITY OF NORTHFIELD, NEW JERSEY
ORDINANCE 7- 2018

AN ORDINANCE AMENDING CHAPTER 215 OF THE CODE OF THE CITY OF NORTHFIELD GOVERNING LAND USE AND DEVELOPMENT

WHEREAS, City of Northfield Code Section 215 governs land use and development in the City of Northfield; and

WHEREAS, the Council for the City of Northfield desires to amend certain sections/sub-sections of Chapter 215 of the Northfield Code; and

NOW THEREFORE BE IT RESOLVED by the Mayor and City Council of the City of Northfield, County of Atlantic, and State of New Jersey that Chapter 215 of the Code of the City of Northfield is hereby amended as follows (added text underlined; deleted text ~~stricken~~):

Chapter 215. Land Use and Development

Section 215-152.1 Affordable Housing 1 - Age Restricted District (AH1-AR)

This Section 215-152.1 shall apply only to Block 92, Lots 25, 28, 29, 33 & 34 as depicted on the Tax Map of the City of Northfield.

A. Permitted uses.

(1) Planned adult community of garden apartment/condominium apartment setting for adult (55 years and over) citizens.

B. Accessory uses.

(1) Private garage or storage buildings subject to the provisions of § 215-98.
(2) Off-street parking subject to the provisions of § 215-105.
(3) Signs subject to the provisions of § 215-113.
(4) Fences and hedges subject to the provisions of § 215-95.

C. Standards and regulations: as specified in the Schedule of Yard, Area and Building Requirements. In addition, the following requirements and standards shall be adhered to:

(1) Density: 12 units per acre which shall include a 15% set-aside of affordable housing units. The maximum Density may be increased to 15 units per acre provide the standards of 215-152.1 are satisfied

without exception.

(2) Building setback.

[a] A minimum setback to the northern property line (Clark Place) shall be 40-feet with an average setback of 50-feet.

[b] A minimum setback to the eastern property line (Locust Drive) of 30-feet. A minimum separation to the existing residential lots from any residential structure shall be 80-feet. This area shall include a landscape buffer with a minimum width of 25-feet.

[c] A minimum setback of 50-feet to Wabash Avenue for residential buildings. A minimum setback of 30-feet to Wabash Avenue for non-residential buildings with a maximum height of 1.5 stories.

(3) Building height for residential buildings shall not exceed three stories or 45-feet to allow for architectural elements such as pitched roofs, dormers, and other similar features. Parking may be permitted on the lower level when increasing the building height to 3-stories. The residential units shall only occupy two-floors in any building.

(4) Open space: 40% of the gross tract area, 20% of which shall be included within the net tract area. All open space shall be set aside as permanent common space to be owned in undivided interest by the unit owners.

(5) Distance between buildings; Buildings shall be considered facing if the walls form an angle of less than 45°.

[a] Where both facing walls contain windows of habitable rooms, 50 feet, but not less than two times the eave height of the building containing the highest habitable room.

[b] Where only one of two facing walls contain windows of habitable rooms, 25 feet, but not less than two times the eave height of the highest of the two buildings containing such facing walls.

[c] Where neither of two facing walls contain windows of habitable rooms, 25 feet, or the eave height of the highest of the two buildings containing such facing walls, whichever is greater.

(6) Recreation areas. Active and passive outdoor recreational areas shall be provided and shall include suitable landscaping, sitting and walking areas as determined by the approving authority. Indoor

social, cultural, recreational and meeting facilities shall be required as similarly directed.

(7) Maximum Impervious surfaces: 65%.

(8) A landscape buffer with a minimum width of 25 feet is required along all property lines. Existing vegetation can be utilized as part of the landscaping and supplemented as appropriate. The buffer shall be landscaped as detailed in §§ 215-85 and 215-100.

Section 215-158 - R-C Regional Commercial District.

A. – E. No Change.

F. An Affordable Housing Mixed Use Development is permitted on Block 16.01, Lots 52 and 57 subject to the following:

(1) Where first-floor commercial is proposed in accordance with the permitted uses in the RC district a development may provide second and third story multi-family residential units.

(2) The maximum density for the residential units shall not exceed 2.6 units per acre.

(3) At least 20% of the residential dwelling units shall be for low- and moderate-affordable housing.

Section 215-155 C-C Country Club District.

A. – G. No Change.

H.(1) (a) No Change.

(b) The plan shall provide for the following land uses:

[1] – [3] No Change.
[4] Golf villas and townhouses on Block 175, Lot 48 and Block 179.01, Lot 1.01;
[5] No Change.

(c) Regulations for golf villas and townhouses. Golf villas and townhouses may be occupied as a residence or domicile and shall conform to the following lot or site requirements:

[1] Frontage. ~~Each lot or site shall have a minimum frontage of 50 feet on either a public right-of-way, or, notwithstanding the provisions of § 215-37, on a street as shown on a plat~~

~~approved by the Planning Board which, if a private street or lane, shall be subject to appropriate cross easements and such other guarantees necessary to ensure continuous access to the lot or site and to ensure emergency access by public and private entities. Such easements and guarantees shall be submitted to the Planning Board for review and approval.~~

[a] Golf villas shall have a minimum frontage of 50-feet.

[b] Townhouses shall have a minimum frontage of 18-feet.

[c] Frontage shall be on either a public right-of-way, or, notwithstanding the provisions of § 215-37, on a street as shown on a plat approved by the Planning Board which, if a private street or lane, shall be subject to appropriate cross easements and such other guarantees necessary to ensure continuous access to the lot or site and to ensure emergency access by public and private entities. Such easements and guarantees shall be submitted to the Planning Board for review and approval.

[2] No Change.

[3] Lot area. ~~When established on fee-simple lots, golf villas shall have a minimum lot area of 4,800 square feet. The required minimum lot size for clustered lots which are associated with common open space shall be reduced to 2,400 square feet.~~

[a] When established on fee-simple lots, golf villas shall have a minimum lot area of 4,800 square feet. The required minimum lot size for clustered lots which are associated with common open space shall be reduced to 2,400 square feet.

[b] Townhouse units shall have a minimum lot area of 1,800 square feet.

[4] Maximum density shall not exceed ~~9.0~~ 17 units per acre for the area devoted to the golf villa/townhouse development.

[5] No Change.

[6] No Change.

[7] No change.

[8] No Change.

[9] At least 20% of the residential dwelling units shall be for low- and moderate-affordable housing.

(e) Reserved. ~~The plan shall provide for the transfer of gross density from the golf course to other sections of the development, provided the following limitations are complied with:~~

~~[1] The plan shall provide for a total of not more than 120 golf suite units if no golf villas are proposed. Golf villa units may be substituted at a rate of 9/10 of a golf villa unit for each golf suite unit, provided that not more than 62 golf villas are proposed. If the maximum of 62 golf villas are proposed, not more than 50 golf suites may be included.~~

~~[2] The plan shall provide for not more than 13 new single-family building lots with a minimum of 1.0 acre of lot area.~~

(f) The plan shall provide that the aggregate floor area of all buildings, excluding garages, within the planned development shall not exceed the following limits:

Use	**Gross Floor Area (square feet)**
Golf courses	11,000
Country club	52,000
Golf suites	35,000
~~Golf villas~~	~~183,000~~

(g) The plan shall provide that the floor area ratio of buildings and structures, as determined by the sum of all building floors, including garages, divided by the gross area of the entire planned development site, shall not exceed the following limits:

Ratio	**Floor Area**
Golf courses	.001
Country club	.005
Golf suites	.004
~~Golf villas~~	~~.020~~

(h) The plan shall provide that the impervious coverage of buildings ad structures, as determined by the percentage of lot area covered

by the aggregate area of all buildings and all paved surfaces, shall not exceed the following limits:

Use	Impervious Coverage (square feet)
Golf courses	230,000
Country club	120,000
Golf suites	190,000
~~Golf villas~~	~~720,000~~

(i) ~~Golf villas. The maximum floor area of individual golf villa units, excluding garage space, shall be 3,800 square feet, provided that not more than 75% of the units exceed 1,900 square feet.~~

(j) – (k) No Change.

H.(2) - (5) No Change.

Section 215-162.1 Affordable Housing 2 - Overlay District (AH2)

A. Purpose. To create an opportunity for an inclusionary or 100% affordable age-restricted development, independent living or congregate care/assisted living facility on Block 40, Lots 28, 29 & 40 (currently the St. Gianna Beretta Molla Parish).

B. Permitted Uses:

(1) Places of Worship and associated accessory uses in accordance with Section 215-145 for standards.

(2) Inclusionary or 100% affordable age-restricted housing development. (Inclusionary shall provide a 20% affordable housing set-aside).

(3) Independent living or congregate care/assisted living facility with a 20% affordable housing set-aside.

C. Standards:

(1) A maximum of 6 acres is permitted to be utilized for housing development or independent living/assisted living/congregate care uses.

(2) A housing density of 16 units per acre is permitted on the maximum area of 6 acres.

(3) All other standards of the underlying zoning district shall apply.

Section 215-56.1 Affordable Housing Set-Aside

A mandatory affordable housing set aside is required for all new multifamily residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more.

REPEALER - All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SEVERABILITY - If any portion of this ordinance shall be determined to be invalid, such determination shall not affect the validity of the remaining portions of said ordinance.

EFFECTIVE DATE - This ordinance shall take effect upon final passage and publication in accordance with law.

Mary Canesi, RMC	Erland Chau
Municipal Clerk	Mayor

The above Ordinance was passed on first reading at a regular meeting of the Common Council of the City of Northfield, New Jersey on the 21st day of August, 2018and will be taken up for a second reading, public hearing and final passage at a meeting of said council held on the 11th day of September, 2018, in Council Chambers, City Hall, Northfield, New Jersey.

FIRST READING:	August 21, 2018
PUBLICATION:	August 25, 2018
SECOND READING:	September 11, 2018
PUBLICATION:	September 15, 2018

CITY OF NORTHFIELD, NJ
ORDINANCE NO. 15-2017

AN ORDINANCE OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, STATE OF NEW JERSEY, IMPLEMENTING THE CITY'S AFFORDABLE HOUSING DEVELOPMENT FEE ORDINANCE

BE IT ORDAINED by the City Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

Section 1. Article 215-57 entitled "Affordable Housing Development Fees" is hereby created and implemented as follows:

Article 215-57 – AFFORDABLE HOUSING DEVELOPMENT FEES

1. Findings And Purpose

A. In Holmdel Builder's Association v. Holmdel City, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985, N.J.S.A. 52:27d-301 *et seq.*, and the State Constitution, subject to the adoption of Rules by the Council on Affordable Housing (COAH).

B. Pursuant to P.L. 2008, c. 46, Section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that were under the jurisdiction of COAH, and that are now before a court of competent jurisdiction and have a Court-approved Spending Plan, may retain fees collected from non-residential development.

C. This Ordinance establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH's regulations and policies developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Ordinance shall be used for the sole purpose of providing low- and moderate-income housing in accordance with a Court-approved Spending Plan.

2. Basic Requirements

A. This Ordinance shall not be effective until approved by the Court.

B. The City of Northfield shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

3. Definitions

The following terms, as used in this Ordinance, shall have the following meanings:

"Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

"COAH" or the "Council" means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

"Development fee" means money paid by a developer for the improvement of property as permitted by applicable COAH regulations.

"Developer" means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

"Equalized assessed value" means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c.123 (C.54:1-35a through C.54:1-35c).

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

4. Residential Development Fees

A. Imposition of Fees

1) Within the City of Northfield, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based

on the increase in the equalized assessed value of the property due to the additional dwelling unit.

2) When an increase in residential density is permitted pursuant to a "d" variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a "bonus" development fee of six percent (6%) percent of the equalized assessed value for each additional unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

1) Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and/or developments where the developer has made a payment in lieu of on-site construction of affordable units, if permitted by Ordinance or by Agreement with the City of Northfield, shall be exempt from the payment of development fees.

2) Developments that have received preliminary or final site plan approval prior to the adoption of Northfield's first adopted Development Fee Ordinance shall be exempt from the payment of development fees, unless the developer seeks a substantial change in the original approval. Where site plan approval is not applicable, the issuance of a building permit shall be synonymous with preliminary or final site plan approval for the purpose of determining the right to an exemption. In all cases, the applicable fee percentage shall be determined based upon the Development Fee Ordinance in effect on the date that the building permit is issued.

3) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

4) Homes demolished and replaced within the same footprint as a result of a natural disaster (such as a fire or flood) shall be exempt from the payment of a development fee. In all other cases, the development fee shall be calculated on the increase in the equalized assessed value of the replacement structure.

5. Non-Residential Development Fees

A. Imposition of Fees

1) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

2) Within all zoning districts, non-residential developers, except for developers of the types of developments specifically exempted below, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvements and the equalized assessed value of the newly improved structure, i.e. land and improvements, and such calculation shall be made at the time a final Certificate of Occupancy is issued. If the calculation required under this Section results in a negative number, the non-residential development fee shall be zero.

B. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to a two and a half percent (2.5%) development fee, unless otherwise exempted below.

2) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.

4) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-

Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

5) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this Section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the City of Northfield as a lien against the real property of the owner.

6. Collection Procedures

A. Upon the granting of a preliminary, final or other applicable approval for a development, the applicable approving authority or entity shall direct its staff to notify the zoning officer official responsible for coordinating with the State Construction Office responsible for the issuance of a building permit.

B. For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/ Exemption" to be completed as per the instructions provided. The developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The Construction Official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

C. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.

D. Within 90 days of receipt of such notification, the City Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

E. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the City Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.

F. Within 10 business days of a request for the scheduling of a final inspection, the City Tax Assessor shall confirm or modify the previously

estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

G. Should the City of Northfield fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b. of Section 37 of P.L. 2008, c.46 (C.40:55D-8.6).

H. Fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the building permit and that determined at the time of issuance of the Certificate of Occupancy.

I. Appeal of Development Fees

1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Such a challenge must be made within 45 days from the issuance of the Certificate of Occupancy. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the City of Northfield. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S. 54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the City of Northfield. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1, *et seq.*, within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing Trust Fund

A. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the City of Northfield for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

B. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

1) Payments in lieu of on-site construction of affordable units or of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the City of Northfield;

2) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;

3) Rental income from municipally operated units;

4) Repayments from affordable housing program loans;

5) Recapture funds;

6) Proceeds from the sale of affordable units; and

7) Any other funds collected in connection with Northfield's affordable housing program.

C. In the event of a failure by the City of Northfield to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the Judgment of Compliance and Repose or a revocation of the Judgment of Compliance and Repose; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J.Super. 565 (Law Div. 2015); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the City of Northfield, or, if not practicable, then within the County or the Housing Region.

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

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

8. Use of Funds

A. The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the City of Northfield' fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

B. Funds shall not be expended to reimburse the City of Northfield for past housing activities.

C. At least 30 percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of the median income for Housing Region 6, in which the City of Northfield is located.

1) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

2) Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The specific programs

to be used for very low income affordability assistance shall be identified and described within the Spending Plan.

3) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the City of Northfield, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

D. The City of Northfield may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.

E. No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

1) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the 20 percent of collected development fees that may be expended on administration.

2) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with relevant monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the Court are not eligible uses of the Affordable Housing Trust Fund.

9. Monitoring

The City of Northfield shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the City), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from City owned affordable housing units, repayments from affordable housing

program loans, and any other funds collected in connection with Northfield's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

10. Ongoing Collection of Fees

A. The ability for the City of Northfield to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its impending Judgment of Compliance and Repose unless the City of Northfield has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance and Repose from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.

B. If the City of Northfield fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance and Repose, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

C. The City of Northfield shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance and Repose, nor shall the City of Northfield retroactively impose a development fee on such a development. The City of Northfield also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance and Repose.

Section 2. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

Section 3. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the City of Northfield, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the Revised General Ordinances of the City of Northfield are hereby ratified and confirmed, except where inconsistent with the terms hereof.

Section 4. The City Clerk is directed to give notice at least ten days prior to a hearing on the adoption of this ordinance to the Atlantic County Planning Board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15, and N.J.S.A. 40:55D-63 (if required).

Section 5. After introduction, the City Clerk is hereby directed to submit a copy of the within Ordinance to the Planning Board of the City of Northfield for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64. The Planning Board is directed to make and transmit to the City Council, within 35 days after referral, a report including identification of any provisions in the proposed ordinance which are inconsistent with the master plan and recommendations concerning any inconsistencies and any other matter as the Board deems appropriate.

Section 6. This Ordinance shall be presented to the Mayor for his approval and signature, which approval shall be granted or denied within ten (10) days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either his approval or objection to same within ten (10) days after it has been presented to him, then this Ordinance shall be deemed approved.

Section 7. This Ordinance shall take effect immediately upon (1) adoption; (2) approval by the Mayor pursuant to N.J.S.A. 40:69A-149.7; (3) publication in accordance with the laws of the State of New Jersey; and (4) filing of the final form of adopted ordinance by the Clerk with (a) the Atlantic County Planning Board pursuant to N.J.S.A. 40:55D-16, and (b) the City Tax Assessor as required by N.J.S.A. 40:49-2.1.

Mary Canesi, RMC
Municipal Clerk

Erland Chau
Mayor

The above Ordinance was passed on first reading at a regular meeting of the Council of the City of Northfield, New Jersey on the 26th day of September, 2017, and was taken up for a second reading, public hearing and final passage at a meeting of said council held on the 17th day of October, 2017, in Council Chambers, City Hall, Northfield, New Jersey.

FIRST READING:	September 26, 2017
PUBLICATION:	September 30, 2017
SECOND READING:	October 17, 2017
PUBLICATION:	October 21, 2017

CITY OF NORTHFIELD, NJ
ORDINANCE NO. 6-2018

AN ORDINANCE OF THE CITY OF NORTHFIELD, NJ IMPLEMENTING THE CITY'S THIRD ROUND HOUSING PLAN ELEMENT AND FAIR SHARE PLAN IN COMPLIANCE WITH THE CITY'S THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS IN ACCORDANCE WITH IN RE: N.J.A.C. 5:96 AND 5:97, 221 N.J. 1 (2015) THE NEW JERSEY FAIR HOUSING ACT, AND RELEVANT REGULATIONS AND POLICIES ADOPTED BY THE NEW JERSEY COUNCIL ON AFFORDABLE HOUSING.

WHEREAS, the Common Council of the City of Northfield desires to implement the City's Third Round Housing Plan Element and Fair Share Plan consistent with the terms of a Settlement Agreement reached between the City of Northfield and the Fair Share Housing Center regarding compliance with the City's Third Round Affordable Housing Obligations in accordance with In Re: N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) the New Jersey Fair Housing Act, and relevant regulations and policies adopted by the New Jersey Council on Affordable Housing; and

WHEREAS, the Common Council desires to implement the City's Third Round Housing Plan Element and Fair Share Plan pursuant to the above referenced Settlement Agreement.

NOW, THEREFORE, BE IT ORDAINED by the governing body of the City of Northfield, in the County of Atlantic, New Jersey, as follows:

Section 1. Affordable Housing Obligation.

A. This Ordinance is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.

B. The City of Northfield Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan has been adopted by the Planning Board and endorsed by the governing body. The Fair Share Plan describes how the City of Northfield shall address its fair share for low- and moderate-income housing as documented in the Housing Element and outlined in the terms of the settlement agreement between the City and Fair Share Housing Center (FSHC).

C. This Ordinance implements the City's Fair Share Plan, addresses the requirements of the Court, the terms of the settlement agreement, and also

implements a City wide requirement that all new multi-family residential development of five (5) or more units shall have a mandatory affordable housing set aside for low- and moderate-income units, subject to certain enumerated conditions.

D. The City of Northfield shall track the status of the implementation of the Housing Element and Fair Share Plan. Any plan evaluation report of the Housing Element and Fair Share Plan shall be available to the public at City Hall located on 1600 Shore Road, Northfield, New Jersey 08225.

Section 2. Definitions.

As used in this Ordinance, the following terms shall have the meanings indicated:

ACCESSORY APARTMENT - means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

ACT - means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

ADAPTABLE - means constructed in compliance with the technical design standards of the Barrier Free Sub-code, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT - means the entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq.

AFFIRMATIVE MARKETING - means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

AFFORDABILITY AVERAGE - means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE - means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

AFFORDABLE DEVELOPMENT - means a housing development all or a portion of which consists of restricted units.

AFFORDABLE HOUSING DEVELOPMENT - means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or structure that provides for-sale or rental dwelling units for low

and moderate income households within a residential use, structure, supportive or special needs dwelling, or residential component of a mixed-use development in accordance with the requirements of the City of Northfield's affordable housing ordinances and Housing Element and Fair Share Plan.

AFFORDABLE HOUSING PROGRAM(S) - means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE UNIT - means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

AGENCY - means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

AGE-RESTRICTED UNIT - means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80 percent of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

ASSISTED LIVING RESIDENCE - means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

CERTIFIED HOUSEHOLD - means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

THE DEPARTMENT - means the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

DCA means the State of New Jersey Department of Community Affairs.

DEFICIENT HOUSING UNIT - means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

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

DEVELOPMENT - means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

INCLUSIONARY DEVELOPMENT - means a development containing both affordable units and market rate units. Inclusionary developments that has five or more units must have a minimum twenty percent set aside of affordable units if it is for sale and a minimum fifteen percent set aside for rentals. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD - means a household with a total gross annual household income equal to 50 percent or less of the median household income.

LOW-INCOME UNIT - means a restricted unit that is affordable to a low-income household.

MAJOR SYSTEM - means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

MARKET-RATE UNITS - means housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME - means the median income by household size for the applicable county, as adopted annually by the Department.

MODERATE-INCOME HOUSEHOLD - means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income.

MODERATE-INCOME UNIT - means a restricted unit that is affordable to a moderate-income household.

MIXED-USE DEVELOPMENT - means a structure or building that encompasses two or more different land uses, which shall be a retail or commercial component and a residential component, whereby any commercial use must be on the ground floor of said building or structure and the upper levels of the structure shall be the residential component and shall provide low and moderate income units, for-sale or rental, in accordance with the requirements of the City's affordable housing ordinances and Housing Element and Fair Share Plan.

NON-EXEMPT SALE - means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of

ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

RANDOM SELECTION PROCESS - means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

REGIONAL ASSET LIMIT - means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by the Department's adopted Regional Income Limits published annually by the Department.

REHABILITATION - means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Sub-code, N.J.A.C. 5:23-6.

RENT - means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

RESTRICTED UNIT - means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

UHAC - means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

VERY LOW-INCOME HOUSEHOLD - means a household with a total gross annual household income equal to 30 percent or less of the median household income.

VERY LOW-INCOME UNIT - means a restricted unit that is affordable to a very low-income household.

WEATHERIZATION - means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

Section 3. Affordable Housing Programs.

The City of Northfield will use the following mechanisms to satisfy its affordable housing obligations:

A. Percentage of Mandatory Set Asides for All Future Residential Developments.

If the City permits the construction of multi-family or single-family attached residential development that is "approvable" and "developable," as defined at N.J.A.C. 5:93-1.3, at a gross residential density of 6 units to the acre or more, the City shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply beginning with the effective date of this ordinance to any multi-family or single-family attached residential development, including the residential portion of a mixed-use development, which consists of five (5) or more new residential units, whether permitted by a zoning amendment, a variance granted by the City's Planning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is 20 percent; for projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is 15 percent. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project. This requirement does not apply to any sites or specific zones otherwise identified in the Settlement Agreement or Fair Share Plan, for which density and set-aside standards shall be governed by the specific standards set forth therein, though all other provisions of this ordinance besides Section 3 paragraph b shall be applicable to those sites unless otherwise specified.

Furthermore, this section shall not apply to developments containing four (4) or less dwelling units. All subdivision and site plan approvals of qualifying residential developments shall be conditioned upon compliance with the provisions of this section. Where a developer demolishes existing dwelling units and builds new dwelling units on the same site, the provisions of this section shall apply only if the net number of dwelling units is five (5) or more.

B. Phasing. Inclusionary developments shall be subject to the following schedule, except where an alternate phasing schedule has been incorporated into a development or redevelopment agreement:

Minimum Percentage of Low- and Moderate-Income Units Completed	Maximum Percentage of Market-Rate Units Completed
0	25
10	25 + 1 Unit
75	75
100	90

C. Fractional Units. If 20% of the total number of units in a development results in a fraction or decimal, the developer shall be required to provide an additional affordable unit on site.

Example: an 8-unit development requiring an affordable housing set-aside of 1.6 units is proposed. The developer is required to provide two on-site affordable units.

D. Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

E. Off-site construction. The standards for constructing affordable units off-site, shall be in accordance with the City's recommendations, provided that at least the same number of affordable units are provided, at least half of the affordable units are available to families, and not more than 25% are age-restricted, and the affordable units provided are otherwise consistent with the terms of the Settlement Agreement.

F. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.

Section 4. New Construction.

The following general guidelines apply to all newly constructed developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low-and moderate-income housing units.

A. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

(1) The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.

(2) In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units. If there is only one affordable unit it must be a low income unit.

(3) Thirteen percent (13%) of all affordable units in the City shall be designated as very-low income households earning 30% or less of the median income, with at least fifty percent (50%) of all very-low income units being available to families. If an inclusionary development proposes less than 10 total units, a payment in lieu of a very low income unit shall be deposited into the City's Affordable Housing Trust Fund based on the difference in cost between providing a very low income unit and the region's affordability average. Inclusionary developments of 10 or more total units shall be required to provide very low income units equal to 13% of the total number of affordable units provided. The fractional units requirement in 3d above shall apply. Very-low

income units shall be considered low-income units for the purposes of evaluating compliance with the required low/moderate income unit splits, bedroom distribution, and phasing requirements of this ordinance.

(4) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

(a) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

(b) At least 30 percent of all low- and moderate-income units shall be two bedroom units;

(c) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and

(d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

B. Accessibility Requirements:

(1) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Sub-code, N.J.A.C. 5:23-7.

(2) All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:

(a) An adaptable toilet and bathing facility on the first floor;

(b) An adaptable kitchen on the first floor;

(c) An interior accessible route of travel on the first floor;

(d) An interior accessible route of travel shall not be required between stories within an individual unit;

(e) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

(f) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Sub-code, N.J.A.C. 5:23-7, or evidence that the City of Northfield has collected funds from the developer sufficient to make ten percent (10%) of the adaptable entrances in the development accessible:

[1] Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

[2] To this end, the builder of restricted units shall deposit funds within the City's Affordable Housing Trust Fund sufficient to install accessible entrances in ten percent (10%) of the affordable units that have been constructed with adaptable entrances.

[3] The funds deposited under paragraph B. above shall be used by the City of Northfield for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

[4] The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the City.

[5] Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Sub-code, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the City's affordable housing trust fund where the funds shall be deposited into the affordable housing trust fund and appropriately earmarked.

[6] Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Sub-code, N.J.A.C. 5:23-7.

C. Maximum Rents and Sales Prices

(1) In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC utilizing the regional income limits established by the New Jersey Department of Community Affairs (DCA) or other agency as required by the Court.

(2) The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.

(3) The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.

(a) At least thirteen percent (13%) of all low- and moderate-income dwelling units shall be affordable to households earning no more than 30 percent of median income.

(4) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.

(5) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:

(a) A studio shall be affordable to a one-person household;

(b) A one-bedroom unit shall be affordable to a one and one-half person household;

(c) A two-bedroom unit shall be affordable to a three-person household;

(d) A three-bedroom unit shall be affordable to a four and one-half person household; and

(e) A four-bedroom unit shall be affordable to a six-person household.

(f) In determining the initial rents for compliance with the affordability average requirements for restricted units in

assisted living facilities, the following standards shall be used:

(6) In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:

(a) A studio shall be affordable to a one-person household;

(b) A one-bedroom unit shall be affordable to a one and one-half person household; and

(c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

(7) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

(8) The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

(9) The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

(10) The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

(11) Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent

with the utility allowance approved by DCA for its Section 8 program.

Section 5. Affirmative Marketing Requirements.

A. The City of Northfield shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

B. The affirmative marketing plan is a regional marketing strategy 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 housing units which are being marketed by a developer, sponsor, or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 6 and covers the period of deed restriction.

C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in Housing Region 6.

D. The Administrative Agent designated by the City of Northfield shall assure the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan.

E. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

F. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.

G. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City.

Section 6. Occupancy Standards.

A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall:

(1) Provide an occupant for each bedroom;

(2) Provide children of different sex with separate bedrooms; and

(3) Prevent more than two persons from occupying a single bedroom.

B. Additional provisions related to occupancy standards (if any) shall be provided in the applicable Operating Manuals that shall be prepared by the Administrative Agent.

Section 7. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance until the City of Northfield elects to release the unit from such requirements however, and prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.

B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.

D. At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

E. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

F. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 8. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices.

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

A. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

B. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

C. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.

D. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

Section 9. Buyer Income Eligibility.

A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

B. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 30 percent of the household's certified monthly income.

Section 10. Limitations on indebtedness secured by ownership unit; subordination.

A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the Administrative Agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.

B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

Section 11. Control Periods for Restricted Rental Units.

A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the City of Northfield elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.

B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Atlantic. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

C. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:

(1) Sublease or assignment of the lease of the unit;

(2) Sale or other voluntary transfer of the ownership of the unit; or

(3) The entry and enforcement of any judgment of foreclosure.

Section 12. Price Restrictions for Rental Units; Leases.

A. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

C. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

Section 13. Tenant Income Eligibility.

A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

(1) Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.

(2) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.

(3) Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.

B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-

income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

(1) The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

(2) The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

(3) The household is currently in substandard or overcrowded living conditions;

(4) The household documents the existence of assets with which the household proposes to supplement the rent payments; or

(5) The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

C. The applicant shall file documentation sufficient to establish the existence of the circumstances in (b) 1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

Section 14. Administration.

A. The position of Municipal Housing Liaison (MHL) for the City of Northfield is established by this ordinance. The City shall make the actual appointment of the MHL by means of a resolution.

(1) The MHL must be either a full-time or part-time employee of Northfield.

(2) The person appointed as the MHL must be reported to the Court and thereafter posted on the City's website.

(3) The MHL must meet all the requirements for qualifications, including initial and periodic training.

(4) The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the City of Northfield, including the following responsibilities which may not be contracted out to the Administrative Agent:

(a) Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

(b) The implementation of the Affirmative Marketing Plan and affordability controls.

(c) When applicable, supervising any contracting Administrative Agent.

(d) Monitoring the status of all restricted units in the City's Fair Share Plan;

(e) Compiling, verifying and submitting annual reports as required;

(f) Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and

(g) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Affordable Housing Professionals of New Jersey (AHPNJ).

B. The City of Northfield shall designate by resolution of the City Council, subject to the approval of the Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:91, N.J.A.C. 5:93 and UHAC.

C. Operating Manuals shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body including but not limited to rehabilitation manual for both renter and ownership restricted units, operating manual for newly constructed renter and ownership affordable units, and any other manuals deemed necessary. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

D. The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

(1) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Affordable Housing Professionals of New Jersey (AHPNJ).;

(2) Affirmative Marketing;

(3) Household Certification;

(4) Affordability Controls;

(5) Records retention;

(6) Resale and re-rental;

(7) Processing requests from unit owners; and

(8) Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.

(9) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

E. The Administrative Agent shall also implement the rehabilitation program, affordability assistance program, and any other affordable housing programs required within the Spending Plan and adopted Housing Plan Element and Fair Share Plan.

Section 15. Enforcement of Affordable Housing Regulations.

A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

(1) The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:

(a) A fine of not more than $10,000.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;

(b) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the City of Northfield Affordable Housing Trust Fund of the gross amount of rent illegally collected;

(c) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent

tenant's reasonable relocation costs, as determined by the court.

(2) The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.

C. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

D. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

E. Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

F. If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

G Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

H. The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 16. Appeals.

Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed with the Superior Court of New Jersey, Atlantic County.

Section 17. All other ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency.

Section 18. If any portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, such judgment shall not affect or invalidate the remainder of this ordinance, but shall be confined in its effect to the provision directly involved in the controversy in which such judgment shall have been rendered.

Section 19. This ordinance shall become effective twenty (20) days after final passage and advertisement thereof as required by law.

Mary Canesi, RMC	Erland Chau
Municipal Clerk	Mayor

The above Ordinance was introduced and passed on its first reading at a regular meeting of the Common Council of the City of Northfield, New Jersey held on July 17, 2018, and will be taken up for a second reading, public hearing and final

passage at a meeting of said Council held August 21, 2018 in Council Chambers, City Hall, Northfield, New Jersey.

FIRST READING:	August 21, 2018
PUBLICATION:	August 25, 2018
SECOND READING:	September 11, 2018
PUBLICATION:	September 15, 2018

2025 Master Plan Re-Examination

Adopted May 1, 2025

CITY OF NORTHFIELD

MASTER PLAN RE-EXAMINATION

Adopted at the Public Hearing of May 1, 2025

PREPARED FOR THE

CITY OF NORTHFIELD PLANNING BOARD

BY:

DORAN ENGINEERING
840 NORTH MAIN STREET
PLEASANTVILLE, NEW JERSEY 08232

Matt J Doran May 1, 2025

Matthew Doran, P.E., P.P., PLS

2024

CITY OF NORTHFIELD

MASTER PLAN RE-EXAMINATION

PLANNING BOARD

DR. RICHARD LEVITT, CHAIRMAN
CLEM SCHARFF, VICE CHAIRMAN
ROBIN ATLAS, SECRETARY
ERLAND CHAU, MAYOR
CAROLYN BUCCI, COUNCILWOMAN
DEREK ROWE, BOARD MEMBER
PETER BROPHY, BOARD MEMBER
JAMES SHIPPEN, BOARD MEMBER
HENERY NOTARO, BOARD MEMBER
PAUL UTTS, ALTERNATE #1
MATTHEW CARNEY, ALTERNATE #2
RONALD ROEGIERS, ALTERNATE #3
DANIEL REARDON, ALTERNATE #4
JOEL FLEISHMAN, ESQ., BOARD SOLICITOR
MATTHEW F DORAN, BOARD ENGINEER/PLANNER

MASTER PLAN COMMITTEE

DR. RICHARD LEVITT, CHAIRMAN
CLEM SCHARFF, VICE CHAIRMAN
DEREK ROWE
JIM SHIPPEN
ROBIN ATLAS, SECRETARY
JOEL FLEISHMAN, ESQ.
MATT DORAN, BOARD ENGINEER/PLANNER

TABLE OF CONTENTS

SECTION	TITLE	PAGE
I.	INTRODUCTION	
	A. INTRODUCTORY COMMENTS	5
	B. PERIODIC RE-EXAMINATION	5-6
II.	RE-EXAMINATION	
	A. RE-EXAMINATION REPORT	7
	1. MAJOR PROBLEMS AND OBJECTIVES FOR LAST MASTER PLAN AND ADMENMENTS THROUGH THE 2018 MASTER PLAN REVISIONS TO THE HOUSING ELEMENT & SPENDING PLAN	7-9
	2. REDUCTION OF PRIOR PROBLEMS AND OBJECTIVES	9
	3. SIGNIFICANT CHANGES IN ASSUMPTIONS, POLICIES AND OBJECTIVES	9-10
	4. SPECIFIC CHANGES IN MASTER PLAN OBJECTIVES	10
	5. LOCAL REDEVELOPMENT AND HOUSING	10-11
III.	2023 GENERAL GOALS & OBJECTIVES STATEMENT	
	A. GENERAL GOALS AS OUTLINED IN M.L.U.L.	11-13
IV.	LAND USE PLAN	
	A. HISTORIC DEVELOPMENT UPDATE	14
	B. PLANNING AREAS	
	1. RESIDENTIAL	14-22
	2. COMMERCIAL	23-35
V.	RESOURCE INVENTORY AND ASSESSMENT	
	A. REGIONAL DEVELOPMENT	36-37
	B. POTABLE WATER SUPPLY	37
	C. SANITARY SEWER SYSTEM	37
	D. TRANSPORTATION & CIRCULATION	37
	E. PUBLIC SERVICES	38
	F. EDUCATIONAL SYSTEM	39
	G. RECREATIONAL FACILITIES	38-42
	H. HISTORIC PRESERVATION	42-43
	I. STORMWATER MANAGEMENT	43-44
	J. ENERGY CONSERVATION	45

VI. DEMOGRAPHICS
A. ATLANTIC COUNTY 46
B. CITY OF NORTHFIELD 46-56

VII. MASTER PLAN COMPONENTS

A. HOUSING PLAN 57
B. CIRCULATION PLAN 57-59
C. UTILITY SERVICE PLAN 59
D. COMMUNITY FACILITIES PLAN 59-60
E. RECREATION PLAN 60-61
F. CONSERVATION PLAN 61
G. ECONOMIC DEVELOPMENT PLAN 61-62
H. RECYCLING PLAN 62
I. HISTORIC PRESERVATION PLAN 62-63
J. OPEN SPACE PLAN 63-66

VIII. MASTER PLAN COMPARISONS

A. EGG HARBOR TOWNSHIP, PLEASANTVILLE & LINWOOD 67-68
B. ATLANTIC COUNTY MASTER PLAN 68
C. NJDEP CAFRA 69-69
D. STATE DEVELOPMENT AND REDEVELOPMENT PLAN 69-70
E. COAH-COUNCIL ON AFFORDABLE HOUSING 70
F. STATE HIGHWAY ACCESS MANAGEMENT PLAN 70
G. ATLANTIC COUNTY TRANSPORTATION AUTHORITY MASTER PLAN 71

IX. CENSUS DATA 46-56

I. INTRODUCTION

A. FORWARD-INTRODUCTORY COMMENTS

The City of Northfield is located on the eastern portion of Atlantic County consisting of 3.45 square miles in area. The city is bounded to the south by the City of Linwood, to the north by the City of Pleasantville, and to the east and west by the Township of Egg Harbor.

Originally referred to as Bakersville in Egg Harbor Township, the City of Northfield separated from Egg Harbor Township and became incorporated On March 21, 1905. The City of Northfield originated mostly due to its attractive location connecting the mainland and the shore communities. The first houses and businesses were involved with Daniel Baker's marine business. From the 1830s to the 1930s, two key industries in the development of the city were the bustling seaport and the brick yard. Evidence of these industries is still visible today. Many of the homes originally built by ship captains featuring a "widow's walk" can be found throughout the city indicating its roots as a seaport. The Somers Brick Yard has been demolished and is now Birch Grove Park.

The City of Northfield has since developed as a residential suburb community, not only because of its attractive location close to the shore and Atlantic City, but the transportation network servicing the community. The railway system of the past, which connected the city with local and regional centers, has been replaced with a Regional Bike Path and Walkway providing a desirable conduit for residents to traverse the city from Pleasantville to Linwood, and beyond.

B. PERIODIC RE-EXAMINATION

The Municipal Land Use Law (MLUL) in section 40:55D-89 requires the periodic Re-examination of Municipal Master Plans and Regulations. This section outlines the following 10 re-examination report requirements:

1. The major problems and objectives relating to land development in the municipality at the adoption of the last Re-examination report.

2. The extent to which such problems and objectives have been reduced or have increased after such date since the last Master Plan revision.

3. The extent to which there have been significant changes in the assumptions, policies and objectives forming the basis for the

Master Plan or development regulations as last revised, regarding the density and distribution of population and land

uses, housing conditions, circulations, disposition, and recycling of designated materials, and changes in state, county and municipal policies and objectives.

4. The specific changes recommended for the master plan or development regulations, if any, including underlying objectives, policies and standards, or whether a new plan or regulations should be prepared.

5. The recommendations of the planning board concerning the incorporation of redevelopment plans adopted pursuant to the "Local Redevelopment and Housing Law", into the land use plan element of the municipal master plan, and recommended changes, if any, in the local development regulations necessary to effectuate the redevelopment plans of the municipality.

II. RE-EXAMINATION

A. RE-EXAMINATION REPORT

1. **The major problems and objectives relating to land development in the municipality at the adoption of the last Re-examination report.**

   As evidenced by the various zoning map and ordinance changes, the City of Northfield's Planning Board has continuously conducted re-examination of the land use regulations within the city. The latest formal Revision to the city's Master Plan was adopted in 2018, the revision was for the adoption of a Housing Element Fair Share Plan, and Spending Plan for the City of Northfield, NJ. For the purposes of this document, the 2007 Master Plan Re-examination will be utilized. The 2007 document indicates that the major problem and/or objective as:

   a) To encourage municipal action to guide the appropriate use or development of lands in the City of Northfield, in a manner that will promote public health, safety, morals and general welfare. This goal has been reached.

   b) To secure safety from fire, flood, panic, or other natural or manmade disasters. The city will continue to strive and adapt emergency management plans to handle disasters. This goal has been ongoing, due to Hurricane Sandy. Flood Ordinances have been adopted and Building Code Amendments have been adopted in order to stay current with the latest State and Federal Requirements as outlined by FEMA.

   c) To promote adequate light, air and open space. In general, this goal has been reached. The city will continue to strive to enhance the light, air and open space for its residents.

   d) To promote the establishment of appropriate population densities and concentrations that will contribute to the well being of persons, neighborhoods, communities, and regions and preservation of the environment. Northfield has made changes to the Land Development Ordinances to address this goal, as needed.

   e) To encourage the appropriate and efficient expenditure of public funds by coordination of public development with land use policies. This goal has generally been addressed.

   f) To provide sufficient space in appropriate locations for a variety of residential, recreational, commercial, and

industrial uses, and open space, both public and private, according to their respective environmental requirements in order to meet the needs of the citizens. Since the last Master Plan, the City of Northfield has provided a Bike Path, revised the Zoning Ordinance for the Country Club property requiring larger lot sizes and maintained open space.

g) To encourage the location and design of transportation routes that will promote the free flow of traffic while discouraging the location of such facilities and routes, which result in congestion or blight. This goal has generally been addressed in the city ordinances to assure proper development. Additionally, the New Road, Tilton Road and Shore Road Intersection projects have been completed and are operating at acceptable levels, and the Tilton Road/Mill Road/Shore Road intersection has been upgraded by Atlantic County, to provide a safer and more efficient intersection.

h) To promote a desirable visual environment through creative development techniques and good civic design and arrangements. This goal has been addressed in that the City of Northfield has been more stringently enforcing the landscaping ordinances and is currently revisiting a tree removal and protection ordinance in order to provide clarity to the goals and objectives of the ordinance.

i) To promote the conservation of historic sites and districts, open space, energy resources, and valuable natural resources in the City of Northfield and to prevent degradation of the environment though improper use of land. This goal has been addressed. The city continues to enforce the requirement of a certificate of appropriateness for all historic structures.

j) To encourage adequate provision of affordable housing. This goal is continuing to be addressed. The city has adopted an Affordable housing set-aside and a Housing Element and Fair Share Plan in the 2017/2018 years. The city is currently COAH certified.

k) To promote conservation and wise use of all energy resources. The City of Northfield Planning Board has made suggestions to upgrade the order structures along the commercial zones. This continues to be a goal of the city.

l) To promote the maximum practicable recovery and recycling of recyclable materials from municipal solid waste by

utilizing planning practices to incorporate the state Recycling Plan goals and to complement municipal recycling programs. This goal has been addressed.

2. The extent to which such problems and objectives have been reduced or have increased subsequent to such date.

   As stated in the 2007 Re-examination, and the 2018 Master Plan Revision, and the 2024 Re-examination, the City of Northfield Master Plan is based upon several principles concerning development of land. The document established four (4) objectives to direct development in the municipality.

   The problems and objectives outlined in the 2007 Re-examination, and 2018 Revision, and the 2024 Re-Examination are as follows:

   a) Encourage residential development in locations and densities that are compatible with the existing development patterns and can be properly serviced by public roadways, utilities and services.

   b) Locating public, commercial, service and office uses at sites and in locations that are suitable for their use environmentally, economically and geographically, and are compatible with existing uses, public facilities, roadways, and natural features.

   c) Protection of natural and environmental resources including floodplains, wetlands, marsh and aquifer recharge areas, and areas suitable for public and quasi-public recreational activities.

   d) Encourage a development pattern that will protect and enhance the long-term welfare, and economic growth interests of present and future residents of the City.

   The City of Northfield has addressed and continues to upgrade the objectives outlined in the previous Master Plan Re-examination.

3. The extent to which there have been significant changes in the assumptions, policies and objectives forming the basis for the master plan or development regulations as last revised, with regard to the density and distribution of population and land uses, housing conditions, economic development, circulation, conservation of natural resources, energy conservation, collection, disposition, and recycling of designated recyclable

materials, and changes in State, County, and Municipal policies and objectives.

There have been some significant changes in the assumption, policy and objectives that are the basis for the City of Northfield's Master Plan and Land Development Ordinance. These changes mainly take the form of additional recommendations to better address some of the same concerns from the previous Master Plan Re-examination.

4. The specific changes recommended for the master plan or development regulations, if any, including underlying objectives, policies and standards, or whether a new plan or regulation should be prepared.

    a) Planning will include a variety of residential and non-residential uses which will encourage continuation of and enhancement of the City of Northfield as a quality suburban/residential community and as a commercial, employment, governmental and recreational center for eastern Atlantic County.

    b) To protect and enhance the environmental quality of the city.

    c) To consider and evaluate innovative development proposals which would enhance and protect environmental features, minimize energy usage and encourage development densities consistent with the existing pattern of development.

    d) To encourage commercial, office, hotel and service development within the city which will provide employment for residents and contribute to a balanced economic and ratable base for the city.

5. The recommendations of the Planning Board concerning incorporation of redevelopment plans adopted pursuant to the "Local Redevelopment Law", into the land use plan element of the municipal master plan, and recommend changes, if any, in the local development regulations necessary to effectuate the redevelopment plans of the municipality. The City of Northfield is not currently pursuing redevelopment within the municipality, but discussions regarding designating "Area in Need of Re-development, of Re-habilitation, have been discussed by the Planning Board. Such sites are the larger areas within the city such as the Gurwicz property on Tilton Road, the Arthur Henry site on Wabash Ave, and an Adult Housing project on the county property on Dolphine Ave

III. 2024 GENERAL GOALS AND OBJECTIVES STATEMENT

The City of Northfield Master Plan is based upon the objectives, principles assumptions, policies and standards that have been developed over a period of time by the City Planning/Zoning Board, City Council, and other City Boards and agencies. The Master Plan proposal for the physical, economic and social development of Northfield is based upon the following planning and development guidelines.

OBJECTIVES, AS OUTLINED IN THE MUNICIPAL LAND USE LAW.

A. Following is a list of stated objectives of the MLUL:

1. To encourage municipal action to guide the appropriate use or development of lands in the City of Northfield, in a manner which will promote the public health, safety, morals and general welfare of present and future residents.

2. To secure safety from fire, flood, panic, or other natural or manmade disasters.

3. To promote adequate light, air and open space.

4. To ensure that development within the city does not conflict with the development and general welfare of neighboring municipalities, the County, the region, and the State, as a whole.

5. To promote the establishment of appropriate population densities and concentrations that will contribute to the well being of persons, neighborhoods, communities, and regions and preservation of the environment.

6. To encourage the appropriate and efficient expenditure of public funds by coordination of public development with land use policies.

7. To provide sufficient space in appropriate locations for a variety of residential, recreational, commercial and industrial uses, and open space, both public and private, according to their respective environmental requirements in order to meet the needs of the citizens.

8. To encourage the location and design of transportation and circulation routes that will promote the free flow of traffic in appropriate locations while discouraging roadways in areas which result in congestion, blight or depreciated property values.

9. To promote a desirable visual environment through creative development techniques which respect the environmental qualities and constraints of the city of particular sites.

10. To promote the conservation of open space and valuable natural resources and prevent degradation of the environment through improper use of the land.

11. To encourage the preservation and restoration of historic buildings and sites within the city to maintain the heritage of Northfield for enjoyment of future generations.

12. To encourage the coordination of numerous public and private regulations and activities which influence land development as a goal of producing efficient uses of land with appropriate development types and scales.

13. To encourage the continued economic development of the city as a regional commercial and office center in areas that are suitable for such development.

14. To encourage efficient site designs and provisions for renewable energy sources including solar, wind and recycled heat.

GOALS

A. To identify areas within the city to allow greater density to accommodate the need for senior, multifamily, and affordable housing to fulfill the needs of the aging population and requirements of affordable housing.

B. To encourage all new development to utilize the latest techniques available to provide energy efficient buildings.

C. To encourage the revision of local ordinances to accommodate the use of alternative energy sources, such as wind, solar and geothermal sources. Continue to pursue compliance with state mandate to install electric vehicle charging stations to service the growth of electric vehicles.

D. To encourage the preservation of specimen trees and natural wooded areas, where possible.

E. To encourage the installation and expansion of sidewalks and bikeways throughout the City of Northfield.

F. To encourage the use of childcare facilities within the city.

G. To expand all recreation and open space areas to be utilized to their fullest potential.

H. To encourage the revision to the ordinances to follow the State of New Jersey Guidelines for drainage and wetlands protections.

I. To encourage the protection of the natural areas of Birch Grove Park while upgrading the facilities at the site.

J. To encourage a revision to the local ordinances to restrict large commercial and non-transportation vehicles from parking on local streets.

K. Review the need for expanded outdoor dining in appropriate areas of the city.

L. Provide strict enforcement of local ordinances, specifically signage.

M. Review the possibility to permit multi-generational living criteria within single family residential dwelling units.

N. To promote the goals outlined by the Economic Development Commission. (See Attached Plan "Economic Development Study & Master Plan Element Recommendations Prepared by TRIAD Associates, dated September 2023)"

O. Encourage a review of the existing Land Use Ordinance to allow for the expansion of Commercial, Professional Offices, and other types of uses as determine to be appropriate, such as the section of Northfield Avenue, from Tilton to Zion Road.

P. To encourage multi-family and affordable housing in residential zones, on larger tracts of ground, such as the school site on Oak Avenue and larger church sites throughout the city.

Q. To encourage the review of the ordinance to permit mixed use commercial and residential uses on the existing properties. Provide updated zoning bulk requirements to allow for mixed use. Special attention should be given in order to consider additional height allowances for the mixed-use structures.

R. To encourage underground installation of all utilities.

S. To encourage increased access to childcare.

T. To encourage planting and maintenance of shade trees throughout the city.

U. Encourage further Economic Development throughout the city.

V. The city should make every effort to update local ordinances to assure the City of Northfield remains consistent with all State mandates, such as EV and make ready parking requirements.

IV. LAND USE PLAN

A. HISTORIC DEVELOPMENT UPDATE

The Land Use Plan is a "snapshot" in time of the existing land uses. For the most part, the land usage has slightly changed within the City of Northfield since the 2007 plan. We will be reviewing the permitted uses in certain zones within this Re-examination.

B. PLANNING AREAS

For ease in comparison, we will use the same categorical description as keyed to the municipal zoning districts as established in the 2007 Re-examination. We will further assign an area description to each. The Planning Areas are as follows:

Area A - Residential

Residential land uses within the City of Northfield are comprised of a variety of existing and recommended residential development types and densities. Residential uses range from a low density of three dwelling units per acre for single-family detached residences to high density senior citizen developments.

Area B - Commercial

Commercial, business and office development is clustered along the main highways of Tilton Road and New Road (U.S. Route 9). Most of the development along New Road consists of small highway businesses, many of which are in converted residential structures. Historically, New Road was a major business area of Northfield. However, with the opening of the Garden State Parkway, Tilton Road became a major commercial area. Consequently, new and larger developments which depend upon major highway access and a regional service market have been established. The existing pattern of development of commercial and office development is well established and the Master Plan reflects the current pattern of commercial and office development. The specific types of commercial, business and office development areas are as described below.

1. Area A - Residential

Since the 1995 Re-Examination of the Master Plan, minor changes have been made to this land Use component. The subareas of the Residential land use are described below. Recommendations for each subarea are as follows:

1. **Residential R-1 –** The R-1 Residential areas are located throughout the city and include the most recent housing developments. The lot size for the R-1 district is 10,000 square feet. However, the R-1A option provides that lot sizes can be reduced to encourage cluster development and preserve areas of contiguous open space and environmentally sensitive lands. This option is permitted in the northwest portion of the City between Zion Road, Sutton Avenue, Mill Road and Maple Run.

   It should be noted that large areas of the present R-1 zoning districts are unlikely to be developed due to environmental constraints. The environmentally sensitive lands are designated on the Master Plan as "Conservation" areas. These include the tidal wetlands area along the eastern edge of the city in the area designated as "Meadow" on the City of Northfield tax maps and the flood-prone lands along Maple Run. These areas are unlikely to be permitted to be developed under state and federal environmental regulations. It is recommended that a new zone be introduced to the zoning ordinance to restrict and conserve lands that are deemed to be environmentally sensitive or undevelopable from development.

   Permitted Uses

   i. Single Family Detached dwelling unit, subject to the following (R-1 Zone):

1.	Minimum Lot Size	10,000 SF
2.	Minimum Lot Width	100 Feet
3.	Minimum Principal Front Yard Setback	25 Feet
4.	Minimum Principal Side Yard Setback	10 Feet One Side 25 Feet Both Sides
5.	Minimum Principal Rear Yard Setback	25 Feet
6.	Minimum Accessory Side Yard Setback	10 Feet
7.	Minimum Accessory Rear Yard Setback	10 Feet
8.	Maximum Principal Building Height	2 ½ stories, 30 Feet
9.	Minimum Gross Floor Area	1,200 SF (1 Story) 1,350 SF (2 Stories)
10.	Maximum Impervious Lot Coverage	40 %
11.	Maximum Building Coverage	25 %

   ii. Single Family Detached dwelling unit, subject to the following (R-1A Zone):

12.	Minimum Lot Size	7,500 SF
13.	Minimum Lot Width	75 Feet
14.	Minimum Principal Front Yard Setback	25 Feet
15.	Minimum Principal Side Yard Setback	10 Feet One Side 25 Feet Both Sides
16.	Minimum Principal Rear Yard Setback	25 Feet

17.	Minimum Accessory Side Yard Setback	10 Feet
18.	Minimum Accessory Rear Yard Setback	10 Feet
19.	Maximum Principal Building Height	2 1/2 stories, 30 Feet
20.	Minimum Gross Floor Area	1,200 SF (1 Story) 1,350 SF (2 Stories)
21.	Maximum Impervious Lot Coverage	40 %
22.	Maximum Building Coverage	25 %

iii. Farms
iv. Public community center buildings, auditoriums, public libraries, public amusement, public art gallery, and other places of public assembly not conducted for gain or profit.

Permitted Accessory Uses

i. Private Garages
ii. Private Swimming Pools
iii. Outdoor Barbecue Structures
iv. Utility Sheds
v. Signs
vi. Fences and Hedges
vii. Off Street Parking

Conditional Uses:

i. Places of Worship
ii. Educational Uses
iii. Public and Quasi-Public Recreational Uses
iv. Public Utilities
v. Nursing Homes
vi. Residential senior citizen housing in Zone R-1 only. The city has adopted an Affordable Housing 3 – Age Restricted Overlay District (AH3-AR) within the R-1 Zone at the Atlantic County property located on Dolphine Ave.

It is recommended that portions of the R-1 Residential that contain undevelopable and environmentally sensitive lands be protected from development in a new Conservation zone.

2. **Residential R-2 –** The R-2 Residential areas are located in the southern and eastern portions of the city. The largest contiguous area is east of Tilton Road in an area extending along Broad Street to Franklin Avenue and then north to New Road. The next largest areas are south of Shore Road and west of Mill Road. The R-2 areas provide a minimum lot area of 7,500 square feet. Most of the lands zoned R-2 is developed and contains housing constructed during pre-war, post-war and the 1960s. The permitted uses, accessory uses and conditional uses permitted in the R-2 Residential areas are in accordance with the R-1 Residential areas.

The prescribed area and bulk requirements of the R-2 zone are as follows:

Single Family Detached dwelling unit, subject to the following:

1. Minimum Lot Size	7,500 SF
2. Minimum Lot Width	70 Feet
3. Minimum Principal Front Yard Setback	25 Feet
4. Minimum Principal Side Yard Setback	10 Feet One Side 25 Feet Both Sides
5. Minimum Principal Rear Yard Setback	25 Feet
6. Minimum Accessory Side Yard Setback	10 Feet
7. Minimum Accessory Rear Yard Setback	5 Feet
8. Maximum Principal Building Height	2 1/2 stories, 30 Feet
9. Minimum Gross Floor Area	1,100 SF (1 Story) 1,250 SF (2 Stories)
10. Maximum Impervious Lot Coverage	45 %
11. Maximum Building Coverage	30 %

There are no proposed changes or recommendations to make in this subarea.

3. **Residential R-3 –** The R-3 Residential areas are located in three (3) locations within the City of Northfield. The larges area is east of Tilton Road and bordered by Fuae Avenue, Fairbanks Avenue, New Road and Davis Avenue. An area north of New Road and west of Dolphin Avenue is also designated for R-3 residential development. The third location is on the border with Linwood on both sides of Wabash Avenue. The R-3 residential areas are developed with older housing. The minimum lot size is 6,000 square feet. The small shopping center at the intersection of Oakcrest Avenue and Shore Road is a non-conforming use in the present R-3 Zoning District. The permitted uses, accessory uses and conditional uses permitted in the R-3 Residential areas are in accordance with the R-1 Residential areas. The prescribed area and bulk requirements of the R-3 zone are as follows:

Single Family Detached dwelling unit, subject to the following:

1. Minimum Lot Size	6,000 SF
2. Minimum Lot Width	50 Feet
3. Minimum Principal Front Yard Setback	25 Feet
4. Minimum Principal Side Yard Setback	10 Feet One Side 25 Feet Both Sides
5. Minimum Principal Rear Yard Setback	25 Feet
6. Minimum Accessory Side Yard Setback	10 Feet
7. Minimum Accessory Rear Yard Setback	5 Feet
8. Maximum Principal Building Height	2 1/2 stories, 30 Feet
9. Minimum Gross Floor Area	950 SF (1 Story) 1,100 SF (2 Stories)

10. Maximum Impervious Lot Coverage	50 %
11. Maximum Building Coverage	35 %

There are no proposed changes or recommendations to make in this subarea.

4. **Residential R-4 –** The R-4 Residential area is located in the center of the City of Northfield. This area is located to the southeast of Burton Avenue. This area consists of currently vacant land. The R-4 area provides a minimum lot area of 8,500 square feet. The permitted uses, accessory uses and conditional uses permitted in the R-4 Residential areas are in accordance with the R-1 Residential areas. The prescribed area and bulk requirements of the R-4 zone are as follows:

Permitted Uses

i. Single Family Detached dwelling unit, subject to the following:

1. Minimum Lot Size	8,500 SF
2. Minimum Lot Width	90 Feet
3. Minimum Principal Front Yard Setback	25 Feet
4. Minimum Principal Side Yard Setback	10 Feet One Side 20 Feet Both Sides
5. Minimum Principal Rear Yard Setback	25 Feet
6. Minimum Accessory Side Yard Setback	10 Feet
7. Minimum Accessory Rear Yard Setback	10 Feet
8. Maximum Principal Building Height	2 stories, 30 Feet
9. Minimum Gross Floor Area	*xxxxx SF (1 Story)* *xxxxx SF (2 Stories)*
10. Maximum Impervious Lot Coverage	40 %
11. Maximum Building Coverage	25 %

It is recommended the City of Northfield Ordinance be revised to include a required Gross Floor Area requirement in this subarea.

Also permitted is a Variable Lot size option (Section 215-153 E)

e) Adult Housing AH – The Master Plan designates a tract of land of approximately 14 acres which are developable (the remainder being designated wetlands) as Adult Housing. The site is southeast of Shore Road at Dolphin Avenue adjacent to County-owned property and diagonally across Shore Road from the Stillwater and Shoreview Nursing Home. The Adult Housing area provides for 15 dwelling units per acre on the upland developable portion of the site. An age restriction of 55 years of age and over for one of the principal residents and no children under

the age of 18 would be permitted. In conjunction with the development of this site, a traffic light was installed at Shore Road and Dolphin Avenue.

Permitted Uses

i. Age Restricted Adult Housing, subject to the following requirements:

1.	Minimum Lot Size	200,000 SF
2.	Minimum Lot Width	200 Feet
3.	Minimum Setback to Dolphin Avenue East of Shore Road	25 Feet
4.	Minimum Setback to Shore Road	100 Feet
5.	Minimum Setback to Any Real Property Line	60 Feet
6.	Minimum Accessory Side Yard Setback	25 Feet
7.	Minimum Accessory Rear Yard Setback	50 Feet
8.	Maximum Principal Building Height	3 Stories
9.	*Minimum Dwelling Unit Gross Floor Area*	*650 sf*
10.	Maximum Impervious Lot Coverage	35 %
11.	Maximum Building Coverage	20 %

ii. Single Family Detached dwelling unit, subject to the R-1 Zone above.

Permitted Accessory Uses

i. Private Garages or Storage Buildings
ii. Off Street Parking
iii. Signs
iv. Fences and Hedges

Conditional Uses:

i. Public Utilities

f) Affordable Housing 1 – Age Restricted (AH1-AR Zone)

This zone shall apply only to Block 92, Lots, 25,28,29,33, and 34. The is commonly known as the Arthur Henry Site.

Permitted Uses

A. Planned Adult Community of garden apartment/condominium apartment setting for adults (55 years and over) citizens

i. The Affordable Housing project is subject to the following requirements: Section 215 – 152.1 of the Ordinance

1.	Minimum Tract Size	200,000 SF
2.	Minimum Lot Width	200 Feet
3.	*Minimum Front Yard Setback*	*100 Feet*

4.	Minimum Side Yard Setback	50 Feet One Side 100 feet Both Sides
5.	Minimum Rear Yard Setback	50 Feet
6.	Minimum Accessory Side Yard Setback	25 Feet
7.	*Maximum Principal Building Height*	*3 Stories/45 ft*
8.	*Maximum Impervious Lot Coverage*	*65 %*

This subarea is included on the City of Northfield Zoning Map and Zoning Schedule.

g) Affordable Housing 2 – Overlay District (AH2)

This zone shall apply to Block 40, Lots 28,29, and 40 (currently the St. Gianna Beretta Molla Parish.

A. This zone was created to provide an opportunity for inclusionary or 100% affordable age-restricted development.

B. Permitted Uses

1.Places of Worship

2. Inclusionary or 100% affordable age-restricted housing (20% affordable)

3. Independent living or congregate care/assisted living

C. Standards

1. A maximum of 6 acres is permitted to be utilized for housing development

2. A density of 16.5 units is permitted

3. All other standards of the underlying zone district shall apply

h) Affordable Housing 3-Age Restricted Overlay District (AH3-AR)

A. The purpose of the AH3-AR zone is to provide for the construction of a 100% affordable age-restricted rental housing unit development creating a realistic opportunity for the construction of a portion of low- and moderate-income housing obligation of the City of Northfield. The AH3-AR district is further intended to preserve the existing Atlantic County facilities on the Balance of Block 150, Lot 1 at the property located on Dolphine Ave.

B. Permitted Uses

1. Principal Uses

a. Age -Restricted Independent Living Units

b. Nursing Homes with Rehabilitation care

c. Services provided by Atlantic County including, but not limited services, election services, County equipment storage, County offices and other public services customarily provided by County government.

d. Historical Burial Grounds, subject to item C(1)[d] below.

2. Accessary Uses

a. Off-street parking subject to the provisions of 215-105

b. Signs subject to the provisions of 215-113

c. Fences and hedges

d. Trash enclosures

e. Gazebo/patios

C. Standards and Regulations

1. Lot Requirements

a. Lot Area – 2.5 Acres minimum

b. Lot Frontage/Width – 50 foot minimum

c. Lot Depth - 200 foot minimum from Dolphin Ave

d. Any new lot created for the burial grounds from the sanitorium shall meet the following standards:

i. The lot area shall be the minimum required to accommodate the historical burial grounds.

ii. There is no required street frontage provided an access easement is provided for use and maintenance.

2. Building Setback

a. Front yard setback – 45 foot minimum

b. Side yard setback – 20 foot minimum

c. Rear yard setback – 20 foot minimum

3. Coverages

a. Building coverage – 30% maximum

b. Impervious Coverage – 70%

4. Building Height – 3 stories and 45 foot maximum

5. Perimeter Buffers in accordance with the following:

a. 15 foot minimum along all exterior property lines

b. The buffer width is not in addition to the required setback and can be in the setback.

c. Buffers are not required along the common property lines with Atlantic County.

d. Within all buffers a minimum planting area of 10 feet in width is required.

e. The buffer shall be landscaped as detail in Section 215-85.

6. Parking and Loading.

a. Parking – One parking space per residential unit

b. Parking setbacks – 15 feet to a rear property line.

c. Loading – One space minimum

7. Shared access is permitted across Atlantic County property.

2. Area B - Commercial

a) Neighborhood Business N-B – The Neighborhood Business area has one area in the oldest section of the City of Northfield; it is on the east side of Tilton Road between Zion Road and Wabash Avenue. The principal focus of this area is the retention of small businesses adjacent to residential developments. Uses include restaurants, offices and small commercial stores. The N-B zone area provides for a minimum lot area of 10,000 square feet.

Permitted Uses

i. Food Stores
ii. Eating and Drinking Establishments (not inclusive of Fast-Food Establishments)
iii. Miscellaneous Retail
   (a) Drug and Proprietary Stores
   (b) Liquor Stores
   (c) Miscellaneous Shopping Goods Store
   (d) Florist
   (e) Tobacco Stores and Stands
   (f) News Dealers and New Stands
iv. Banking and Credit Institutions
v. Personal Services
   (a) Garment Pressing and Agents for Laundries and Dry Cleaning (Including Pick Up Shops)
   (b) Coin Operated Laundry and Dry Cleaning
   (c) Photographic Studios
   (d) Beauty Shops
   (e) Barber Shops
   (f) Shoe Repair, Shoeshine Parlors, and Hat Cleaning Shops
   (g) Child Care Services
vi. Health, Legal and Other Professional Service
   (a) Offices of Physicians, Dentists, Osteopathic Physicians and Other Health Practitioners
   (b) Legal Services
   (c) Engineering, Architectural and Surveying Services
   (d) Accounting, Auditing and Bookkeeping Services
vii. Public Facilities and Uses
   (a) Community Centers
   (b) Auditorium
   (c) Library
   (d) Museum

(e) Art Gallery

viii. Administrative Offices
   (a) Depository Institutes
   (b) Non-Depository and Credit Institutions
   (c) Security and Commodity Brokers, Dealers, Exchanged and Services
   (d) Insurance Carriers
   (e) Insurance Agents, Brokers and Services
   (f) Real Estate
   (g) Holding and Other Investment Offices
   (h) Business Services
   (i) Engineering, Accounting, Research, Management and Related Services
   (j) Services Not Elsewhere Classified

1. Minimum Lot Size	10,000 SF
2. Minimum Lot Width	90 Feet
3. Minimum Front Yard Setback	25 Feet
4. Minimum Side Yard Setback	10 Feet One Side 25 Feet Both Sides
5. Minimum Rear Yard Setback	25 Feet
6. Minimum Accessory Side Yard Setback	10 Feet
7. Minimum Accessory Rear Yard Setback	25 Feet
8. Maximum Principal Building Height	2 Stories, 25 Feet
9. Minimum Gross Floor Area	1,500 SF (1 Story) 1,500 SF (2 Stories)
10. Maximum Impervious Lot Coverage	75 %
11. Maximum Building Coverage	25 %

Permitted Accessory Uses

i. Private Garage Space for Storage of Commercial Vehicles Utilized in conjunction with a Permitted Business Use
ii. Other Customary Accessory Uses and Buildings for Equipment Storage and Maintenance (such uses shall be incidental to the principal use)
iii. Signs
iv. Fences and Hedges
v. Off-Street Parking

Conditional Uses

i. Parks, Playgrounds and Recreational Areas
ii. Public Utilities

There are no proposed changes or recommendations to make in this subarea.

b) Community Business C-B – The Community Business area constitutes an intermediate business and commercial development area within the city. The principal focus of this area is the intersection of New Road and Tilton Road in the center of Northfield. This pattern of development extends primarily along Tilton Road between Cresson Road and Infield Avenue. A second C-B area is located on the western edge of the City along New Road which encompasses existing commercial development. The existing uses of this area are primarily food and retail outlets, although offices are permitted. The highway aspect of these areas will ensure the continuation of the community business uses and the potential for redevelopment.

Permitted Uses

i. Building Construction – General Contractor and Operative Builders
ii. Construction – Special Trace Contractors
    (a) Plumbers, Heating and Air Conditioning
    (b) Painting, Paper Hanging and Decoration
    (c) Electric Work
    (d) Carpentering and Flooring
iii. Communication, Including Telephone, Telegraph, Radio and TV Broadcasting and Other Communication Services
iv. Wholesale Trade – Durable Goods
    (a) Furniture and Home Furnishings
    (b) Sporting, Recreation, Photographic and Hobby Goods, Toys and Supplies
    (c) Electric Goods
    (d) Hardware, Plumbing and Heating Equipment and Supplies
    (e) Commercial Machines and Equipment
    (f) Farm and Garden Machinery and Equipment
    (g) Professional and Sales Equipment and Supplies
v. Wholesale Trade – Non-Durable Goods
    (a) Paper and Paper Products
    (b) Drugs, Drug Proprieties and Druggist Sundries
    (c) Apparel, Piece Goods and Notions
    (d) Groceries and Related Products
    (e) Beer, Wine and Alcoholic Beverages
    (f) Miscellaneous Non-Durable Goods limited to: Tobacco and Tobacco Products and Paints, Varnishes and Supplies
vi. Building Materials, Hardware and Garden Supply
vii. General Merchandise Stores
viii. Food Stores
ix. Apparel and Accessory Stores
x. Furniture, Home Furnishings and Equipment Stores
xi. Miscellaneous Retail, including Drug Stores, Liquor Stores, Shopping Goods (excluding Fuel and Ice Dealers)
xii. Banking, Credit Agencies and Security and Commodity Brokers
xiii. Insurance and Real Estate

xiv. Holdings and Other Investment Offices
xv. Personal Services
xvi. Business Services
xvii. Miscellaneous Repair Services, including Radio and Television, Watch, Clock and Jewelry, and Reupholstery and Furniture Repairs
xviii. Dance Halls, Studios and Schools
xix. Health Services, Legal Services, Engineering, Accounting, Research, Management and Related Services, Services Not Elsewhere Classified, and Child Day Care Services
xx. Educational Services limited to Computer and Data Processing, Business and Secretarial, and Private Vocational Schools
xxi. Social Services limited to Individual and Family Social Services, and Job Training and Vocational Rehabilitation Services
xxii. Membership Organizations

1)	Minimum Lot Size	20,000 SF
2)	Minimum Lot Width	125 Feet
3)	Minimum Front Yard Setback	50 Feet
4)	Minimum Side Yard Setback	15 Feet One Side 30 Feet Both Sides
5)	Minimum Rear Yard Setback	30 Feet
6)	Minimum Accessory Side Yard Setback	15 Feet
7)	Minimum Accessory Rear Yard Setback	30 Feet
8)	Maximum Principal Building Height	2 Stories, 25 Feet
9)	Minimum Gross Floor Area	2,500 SF (1 Story) 2,500 SF (2 Stories)
10)	Maximum Impervious Lot Coverage	80 %
11)	Maximum Building Coverage	25 %

Permitted Accessory Uses

i. Private Garage Space for Storage of Commercial Vehicles Utilized in conjunction with a Permitted Business Use
ii. Maintenance and Storage Buildings
iii. Off-Street Parking
iv. Signs
v. Fences and Hedges

Conditional Uses

i. Restaurants
ii. Automobile Service Stations

There are no proposed changes or recommendations to make in this subarea.

c) **Regional Commercial R-C –** The Regional Commercial area is along Tilton Road north of New Road which provides for appropriate regional commercial highway development. The large lot size requirement of

200,000 square feet and 300 feet of street frontage encourages large retail stores or several businesses in one structure. Most of the newer existing uses already take full advantage of the regional nature of this area, while some of the older uses are smaller and typical of earlier rural highway development. Redevelopment of the older uses and maximum use of the remaining vacant land is encouraged.

Permitted Uses

i. Building Construction – General Contractor and Operative Builders
ii. Construction – Special Trace Contractors
iii. Communications
iv. Electric, Gas and Sanitary Service Offices
v. Wholesale/Retail Trade – Durable Goods
    (a) Automotive Parts and Supplies, but excluding Junk Yards
    (b) Tires and Tubes
    (c) Furniture and Home Furnishings
    (d) Lumber and other Construction Materials
    (e) Sporting, Recreation, Photographic and Hobby Goods, Toys and Supplies
    (f) Electric Goods
    (g) Hardware, Plumbing and Heating Equipment and Supplies
    (h) Commercial and Construction Machinery, Equipment and Sales
    (i) Jewelry, Watches, Diamonds and Other Precious Stones
    (j) Other Non-Durable Goods such as Musical Instruments, Luggage
    (k) Physical Fitness Facilities
    (l) Health Services
    (m)Legal Services
    (n) Engineering, Accounting, Research, Management, and Related Services
    (o) Services Not Classified
    (p) Child Care Services
vi. Wholesale/Retail Trade – Non-Durable Goods
    (a) Paper and Paper Products
    (b) Drugs, Drug Proprieties and Druggist Sundries
    (c) Apparel, Piece Goods and Notions
    (d) Groceries and Related Products
    (e) Beer, Wine and Alcoholic Beverages
    (f) Tobacco and Tobacco Products
    (g) Paints, Varnishes and Supplies
vii. Building Materials, Hardware and Garden Supply
viii. General Merchandise Stores
ix. Food Stores
    (a) Sale of Prepared Food for Home Consumption
x. Apparel and Accessory Stores
xi. Furniture, Home Furnishings and Equipment Stores
xii. Miscellaneous Retail, including Drug Stores, Liquor Stores, Shopping Goods (excluding Fuel and Ice Dealers)

xiii. Banking, Credit Agencies and Security and Commodity Brokers
xiv. Insurance and Real Estate
xv. Holdings and Other Investment Offices
xvi. Personal Services
xvii. Business Services
xviii. Miscellaneous Repair Services, including Radio and Television, Watch, Clock and Jewelry, and Reupholstery and Furniture Repairs
xix. Amusement and Recreation Services
  (a) Dance Halls, Studios and Schools
  (b) Bowling Alleys
  (c) Membership Sports and Recreation Clubs
xx. Health, Legal and Other Professional Services
xxi. Educational Services limited to Computer and Data Processing, Business and Secretarial, and Private Vocational Schools
xxii. Social Services limited to Individual and Family Social Services, and Job Training and Vocational Rehabilitation Services
xxiii. Membership Organizations
xxiv. Allied Medical Services
xxv. Miscellaneous Pet Services

1) Minimum Lot Size	80,000 SF
2) Minimum Lot Width	200 Feet
3) Minimum Front Yard Setback	65 Feet
4) Minimum Side Yard Setback	15 Feet One Side 30 Feet Both Sides
5) Minimum Rear Yard Setback	35 Feet
6) Minimum Accessory Side Yard Setback	15 Feet
7) Minimum Accessory Rear Yard Setback	35 Feet
8) Maximum Principal Building Height	3 Stories, 35 Feet
9) Minimum Gross Floor Area	5,000 SF (1 Story) 5,000 SF (2 Stories)
10) Maximum Impervious Lot Coverage	85 %
11) Maximum Building Coverage	25 %

Permitted Accessory Uses

i. Private garage space for the storage of commercial vehicles utilized in conjunction with a permitted use
ii. Maintenance and Storage Buildings
iii. Off-street parking, subject to the provisions of section 215-105
iv. Signs, subject to the provisions of section 215-113
v. Fences and Hedges

Conditional Uses

i. Automobile Service Stations
ii. Restaurants
iii. Arcades
iv. Multi-Level Motel, Office or Convention Center

v. Public Utilities
vi. Fast Food Restaurants
vii. Residential senior housing

There are no proposed changes or recommendations to make in this subarea.

d) Office Professional O-P – The Office Professional areas permit only professional offices for health related, legal and similar professional uses. The minimum lot size of 15,000 square feet provides for development of office buildings with several professional suites. The two Office Professional areas are located on New Road at Mill Road and at the intersection of Tilton Road and Zion Road. The majority of the lots in these areas are developed with conforming uses, with several vacant lots yet to be built upon.

Permitted Uses

i. Health, Legal and Other Professional Services
ii. The Administrative Offices Only Associated with the following.
  (a) Depository Institutions
  (b) Nondepository Credit Institutions
  (c) Security and Commodity Brokers, Dealers, Exchanges and Services
  (d) Insurance Carriers
  (e) Insurance Agents, Brokers and Services
  (f) Real Estate
  (g) Holdings and Other Investment Offices
  (h) Business Services
  (i) Engineering, Accounting, Research, Management, and Related Services
ii Allied Medical services
iv Photographic, art, dance, and similar services

1) Minimum Lot Size	15,000 SF
2) Minimum Lot Width	100 Feet
3) Minimum Front Yard Setback	45 Feet
4) Minimum Side Yard Setback	15 Feet One Side 30 Feet Both Sides
5) Minimum Rear Yard Setback	25 Feet
6) Minimum Accessory Side Yard Setback	15 Feet
7) Minimum Accessory Rear Yard Setback	25 Feet
8) Maximum Principal Building Height	2 Stories, 25 Feet
9) Minimum Gross Floor Area	1,500 SF (1 Story) 1,500 SF (2 Stories)
10) Maximum Impervious Lot Coverage	80 %
11) Maximum Building Coverage	25 %

Permitted Accessory Uses

i. Private Garage Space for Storage of Commercial Vehicles Utilized in conjunction with a Permitted Business Use
ii. Maintenance and Storage Buildings
iii. Off-Street Parking
iv. Signs
v. Fences and Hedges

Conditional Uses

i. Public Utilities

There are no proposed changes or recommendations to make in this subarea.

e) **Office Professional Business O-PB** – The Office Professional Business areas are in the vicinity of New Road. The Office Professional Business areas provide for a mixed use of development of retail outlets and offices. This designation recognizes the present mixed nature of development with the building of new and re-use of existing structures. The 10,000 square foot lot size requirement recognizes the historic pattern of mixed commercial and residential uses in the area.

Office uses should be emphasized in the O-PB areas along New Road which have limited potential to carry major increases in traffic. Retail uses tend to create peak period traffic and should be discouraged.

A short portion of Tilton Road between Infield Road and Zion Road is designated for Office Professional Business uses. This area buffers the adjoining Neighborhood Business and Community Business areas to residential zones and emphasizes the appropriateness of office development.

Permitted Uses

i. Equipment Stores
   (a) Household Appliance Stores
   (b) Radio, Television and Consumer Electronic Stores
ii. Miscellaneous Retail
   (a) Book Stores
   (b) Stationary Stores
   (c) Hobby, Toy and Game Shops
   (d) Camera and Photography Supply Stores
   (e) Banking, Credit Agencies and Commodity Brokers
   (f) Insurance and Real Estate
   (g) Holdings and Other Investment Offices
   (h) Personal Services

(i) Health, Legal and Other Professional Services
(j) Depository Institutions
(k) Nondepository Credit Institutions
(l) Security and Commodity Brokers, Dealers, Exchanges and Services
(m) Insurance Carriers
(n) Insurance Agents, Brokers and Services
(o) Real Estate
(p) Holdings and Other Investment Offices
(q) Business Services
(r) Engineering, Accounting, Research, Management, and Related Services
(s) Allied Medical Services
(t) Miscellaneous pet services
(u) Photographic, art, dance, and similar studios

1) Minimum Lot Size	10,000 SF
2) Minimum Lot Width	90 Feet
3) Minimum Front Yard Setback	25 Feet
4) Minimum Side Yard Setback	15 Feet One Side 30 Feet Both Sides
5) Minimum Rear Yard Setback	25 Feet
6) Minimum Accessory Side Yard Setback	10 Feet
7) Minimum Accessory Rear Yard Setback	25 Feet
8) Maximum Principal Building Height	2 Stories, 25 Feet
9) Minimum Gross Floor Area	1,500 SF (1 Story) 1,500 SF (2 Stories)
10) Maximum Impervious Lot Coverage	80 %
11) Maximum Building Coverage	25 %

Permitted Accessory Uses

i. Private Garage Space for Storage of Commercial Vehicles Utilized in conjunction with a Permitted Business Use
ii. Maintenance and Storage Buildings
iii. Off-Street Parking
iv. Signs
v. Fences and Hedges

Conditional Uses

i. Public Utilities

There are no proposed changes or recommendations to make in this sub-area.

f) **Country Club C-C** – The Country Club area delineates the Atlantic City Country Club, and a few single-family houses surrounded by the Club properties. The golf course is an important historic asset to the City of Northfield. Development of fringe areas of the Atlantic City Country Club properties has occurred through the years and a major renovation of the course, and the support buildings took place from 1998 through 2000. Redevelopment of the "Club House" and related facilities may be deemed necessary in the future. However, care must be taken not to destroy the historic value and recreational viability of this asset by reducing land available for the 18-hole golf course and driving range.

Development of country club guest rooms is encouraged to enable the Atlantic City Country Club to host small conventions, conferences and meetings while also permitting rent of spacious banquet accommodations to the general public. A Master Plan of the development of the country club was submitted in 1998 establishing a program of long-range retention of the overall golf course and club facility. Any plan to develop ancillary facilities and or buildings should be reviewed by the Planning Board.

Permitted Uses

i. Detached Single Family Residential Use with a minimum of 1.0 Acres
ii. A Golf Course for Golfing Activities. A Golf Course being a separate principal use may exist in one of several possible forms.
   (a) It may be combined with a Country Club Clubhouse as a mixed use on one lot: or
   (b) It may serve as a required Open Space Parcel for a Country Club Clubhouse established through a Planned Development; or
   (c) It may be established as an independent use on a tract consisting of one or more lots.
iii. A Clubhouse for Country Club Activities
iv. Golf Villas for Residential Usage only when approved as part of a Planned Development. Units may be sold or rented. Golf Villas being a separate principal use may exist in one of several possible forms:
   (a) They may be established as an independent use consisting of multiple unit structures on one or more lots when approved as part of a Planned Development; or
   (b) They may be established as an independent use consisting of clustered single unit attached structures on individual lots when approved as part of a Planned Development; or
   (c) They may be combined with a Country Club Clubhouse as a mixed use on one lot when approved as part of a Planned Development.

Mixed Uses

i. Permitted uses may be established as the sole principal use on an individual lot or be combined on a single lot with Mixed Use except that a single detached single-family dwelling shall be the sole principal

structure on a lot and a lot may not contain another principal use. When two or more principal uses are to occupy a single lot, site boundaries encompassing each principal use and its accessory uses, buildings and structures shall be established. The Principal Uses forming a Mixed Use shall individually and separately conform to their respective limitations and requirements unless expressly exempted or excluded.

1) Minimum Lot Size	100 Acres
2) Minimum Lot Width	400 Feet
3) Minimum Front Yard Setback	100 Feet
4) Minimum Side Yard Setback	100 Feet One Side 200 Feet Both Sides
5) Minimum Rear Yard Setback	200 Feet
6) Minimum Accessory Side Yard Setback	100 Feet
7) Minimum Accessory Rear Yard Setback	100 Feet
8) Maximum Principal Building Height	2.5 Stories, 35 Feet
9) Maximum Impervious Lot Coverage	5 %
10) Maximum Building Coverage	3 %

Permitted Accessory Uses

i. Pro Shop as Accessory to a Golf Course or Clubhouse, provided gross building floor area does not exceed 1,850 sf and further provided that no business or advertising signs are visible from outdoors.
ii. Recreational and Maintenance Uses Accessory to Golf Course, Golf Villas and Clubhouse including, but not limited to:
   (a) Swimming Pools and Cabanas
   (b) Tennis Courts, Squash Courts, Exercise Rooms and other Recreational Facilities
   (c) Locker Rooms
   (d) Driving Ranges and Practice Greens but only as an accessory to the Golf Course
   (e) Putting Greens
   (f) Restaurant and Bar
iii. Storage and Maintenance Buildings
iv. Signs
v. Fences and Hedges
vi. Off Street Parking
vii. Garages, but only as an accessory to a Single-Family Dwelling
viii. Golf Suites for Hotel, Motel or Transient lodging only as an accessory to a Country Club

g) C-MF Commercial-Multifamily Zone - The City of Northfield recognized the need for affordable housing that can be offered as rentals

for a targeted population. The site chosen to allow for this type of housing is located on Tilton Road by Cresson Road. The zone allows for mixed use of commercial and resident types of uses.

Permitted Uses

i. On existing commercial lot and future commercial lot:
ii. All uses permitted in the R-C zone
iii. On the multifamily residential development lot:
iv. Multifamily buildings

Permitted Accessory Uses

(1) Accessory Uses permitted in the R-C Zone
(2) In a multifamily residential development, accessory may include
    i. Private garages and parking areas
    ii. Private passive or active recreational facilities
    iii. Stormwater facilities
    iv. Signage
    v. Fences and Hedges
    vi. Parking
    vii. Other accessory uses and structures considered incidental to the multifamily building.

h) **R-B Residential Business District-** This area is located on Shore Road and is one of only a few commercial buildings on Shore Road. The zone is located near the intersection of Oakcrest Avenue and Shore Road. It is a unique building with a varied amount of uses within the structure.

Permitted uses

i. Single family detached houses and other uses permitted in the R-1 zone
ii. Public community center buildings, auditorium, public library, public amusement, public art gallery, or other public assembly not conducted for gain of profit.
iii. The bulk requirements of the R-2 zone will be utilized for single family dwellings.

Permitted conditional uses

i. Drug and propriety stores
ii. Miscellaneous shopping goods stores
iii. Florists
iv. News dealers and newsstands
v. Banking and Credit
vi. Personal services
vii. Health, legal and other professional services
viii. Public facilities

ix. Administrative Offices

3. Fair Share Housing Plan

The Planning Board adopted, by Resolution 1 – 2018 the 2018 Master Plan Revisions Housing Element & Spending Plan for the city.
The Governing Body of the City Endorsed the plan on 8/21/ 2018

4. Area in need of Rehabilitation

The City of Northfield has adopted Resolution Number 195-2024, Designating the City of Northfield, County of Atlantic, As an area in need of Rehabilitation.
This designation allows the city to better qualify for state funds in order to rehabilitate systems in the city, such as the sewer system. The program is further discussed in NJSA 40A:12A-14(a).

V. RESOURCE INVENTORY AND ASSESSMENT

A. Regional Development

1) Casino Development

Currently seven (7) Casinos exist in Atlantic City. There presently exists three (3) in the Marina District.

2) Regional Non-Casino Development 6-20-23

It is apparent that the regional non-casino development is tied very closely with the development of the casinos. The U.S. Census Data indicates that the greatest number of building permits issued in Atlantic County was during the 1980s when the bulk of the casinos were constructed. Approximately 25,000 residential building permits were issued, in Atlantic County, from 1980 through 1988. The 1990s have shown a significant decrease in the number of residential building permits.

The city records indicate that 4,806 building permits have been issue over the 10 years (2013-2023). Data has shown the number of building permits issued between 1990 and 1999 was fewer than 5,000. The actual number of permits issued has been increasing over the last 5 years, but still, they are significantly lower than those during the 1980s. The 2000 Census Data indicates that the total number of households increased by 11.6 percent (approx. 9,900 homes) from 1990 to 2000. The 2020 Census Data indicates the total population of Atlantic County has risen to 274,534 residents

The growth in commercial/retail facilities has continued through the late 2010s. The development of the Hamilton Crossing Shopping center, The Festival at Hamilton and the Multiplex movie theatre also in Hamilton has shown a positive development trend for commercial and retail facilities. Development from the late 2010s through the early 2020s had a slowed growth pattern; however, commercial development has slowly grown. Much of the Black Horse Pike corridor through Hamilton and Egg Harbor Townships is undergoing extensive commercial development in the present day.

Additionally, the development of the Atlantic City Walk indicates significant positive development trend in the eastern portion of the county.

Atlantic County in general has continued its steady growth through the 1990s. While not as fast as the 1980s, the latter half of the 1990s has shown a positive trend toward commercial growth. On the other hand, several of the growth area communities have attempted to reduce the number of residential units being constructed within

their boundaries. Both Egg Harbor Township and Hamilton Township have begun revising their ordinances to reduce permitted densities in the growth areas. Growth is expected to continue in the long term, but at a significantly reduced pace than the 1980s.

B. Potable Water Supply

Water services are provided to most of the City's residents by the New Jersey-American Water Company, Shore District. The offices are located on Shore Road in Linwood. The Shore District water is supplied to nine (9) area municipalities. The water for the City of Northfield is obtained from wells in the Cohansey Aquifer at locations where subsurface water is considered safe from pollution and saltwater intrusion according to the NJDEP.

There is still a small percentage of the City's housing units currently serviced by individual potable wells. Applications for well permits are processed by the Atlantic County Department of Health to ensure that all standards for safe drinking water are met. The Planning Board does permit individual wells as part of a Site Plan approval only if it is considered unreasonable to require the developer to connect into the New Jersey American Water Company system.

C. Sanitary Sewer System

All wastewater within the city is handled by municipal sanitary sewer services.

D. Transportation and Circulation

As indicated in the 2007 Re-examination, "transportation planning for Northfield is limited due to the fact the city is nearly developed and major roadways are controlled by Atlantic County and the New Jersey Department of Transportation." While not having direct control over County and State roadways, the city can, however, work collaboratively with these controlling agencies to improve existing strained corridors along existing County and State roadways. Additionally, the City of Northfield has a program in place for the paving, improvement and resurfacing of municipal roadways.

Between the years 2010 and 2023, the City of Northfield has received Municipal Aid for the following Roadway projects:

1. A section of Davis Ave., Fiscal Year 2014
2. Bay Drive, Mill Road to Rosedale Ave, Fiscal Year 2015
3. Cresson Ave, Tilton Road to the Pleasantville line, Fiscal Year 2017
4. Walnut Avenue, New Rd to Cresson Ave, Fiscal Year 2018
5. Shepherd Dr & Shepherd Dr North, Fiscal Year 2019
6. Fuae Ave, Davis to Dolphine Ave, Fiscal Year 2020

7. Merritt Dr, Wabash to New Road, portion of Ridgewood Dr
8. Oak Ave, Mill to Burroughs Ave, Fiscal Year 2022
9. Ridgewood Drive, New Road to Sutton Ave, Fiscal Year 2023

Miscellaneous Projects
Local Road Programs

The City of Northfield presently maintains a Road Program to maintain the quality of the local road system. Roads are funded either by the New Jersey Department of Transportation, Fiscal Aid program, or the City funds that work through the local bonding program.

E. Public Services

1) Fire Department

The City of Northfield is serviced by the City of Northfield Fire Department. Five (5) full-time members of the Fire Company are paid, three (3) part-time members are paid, and the remainder, including the Fire Chief, are volunteers.

EMS Service is provided by Inspira Medical Services, Inc. The is in a shared service agreement with the City of Linwood for the EMS Service. The existing contract is due to expire in the 2014 fiscal year.

The Fire House was originally located in a private garage and soon moved to its current location at 1600 Shore Road. This central location within the municipality allows for high accessibility to service the City's residents. In 1979, a Fire House substation was constructed on Burton Avenue to adequately service the City's growing population. The Fire Department has been servicing the City's residents since 1924. The Fire Department offers twenty-four-hour coverage and has a mutual aid plan with neighboring municipalities.

The City of Northfield Fire Department utilizes four (4) pumpers, one (1) rescue/utility vehicle, and three (3) utility vehicles.

2) Police Department

The City of Northfield maintains a 23-member Police Department, and two (2) full-time secretaries. Dispatch service is provided by Egg Harbor Township. A total of 9 vehicles are employed by the police department consisting of 8 police cars and one (1) 4-wheel drive units. The department responds to an average of 20,000 calls per year. These calls range from vehicle stops or burglary responses, to escorting the City's deposits to the bank.

F. Educational System

1) Present Enrollment

There is one public school, Northfield Community School, located with the municipality on New Road and Cedarbridge Road. According to the 2022-2023 enrollment records, the total student population is 968 students including the PEA students. This includes all students from pre-school through 8th grade. Students continue their education at Mainland Regional High School in Linwood, together with various choice schools that are available.

The staff through the 2023 school year was 185 staff members.

In addition to the public school system, three (3) private and parochial schools also educate the student population of the City of Northfield. The two (2) private schools are located in the City of Northfield: The Oak Avenue School and Yale School; while a Parochial school is located outside of the municipality: St. Joseph's Regional School in Somers Point. The City of Northfield does provide transportation for all its public, private and parochial school age students.

2) Projected enrollment

Two (2) approved studies have been prepared to project the future enrollment at the Northfield Community School. Student population over the next 10 years is projected to remain stable.

Projected Projects for the 2024 School Year

The Board has adopted a 2024 Bond Referendum for projects such bathroom upgrades, exterior door replacements, metal roof and gutters, kitchen systems upgrades, and flooring upgrades.

G. Recreational Facilities

The City of Northfield has an extensive amount of land devoted to parks, recreation and open space. This is due to the city-owned as well as private/commercial facilities. As shown below, the total area associated with recreation, and open space in the City of Northfield accounts for greater than one quarter of the total land area of the municipality.

1) Local Recreational Facilities – Municipally Owned.

(a) Birch Grove Park

Birch Grove Park is located along Burton Avenue and Mill Road along the northwest boundary line of City of Northfield with Egg

Harbor Township. Formerly Somer's Brick Yard, the lands of Birch Grove Park were donated to the city to hold as open space in perpetuity. The old, excavated clay pits have formed into lakes, with water lilies and waterfowl, providing an attractive park and open space setting. Birch Grove Park contains 278.75 acres.

Recreation facilities offered at Birch Grove Park include a playground, mini-golf course, walking trails with exercise stations, areas for fishing, and baseball and football fields. The park hosts concerts, camping, hayrides, the Garden Club, and the Historic Society and Museum.

(b) First Avenue Park

First Avenue Park is located on First Avenue and has served as a "kiddie park" for the residents. In 2005 the park was upgraded with new equipment and is well shaded. The First Avenue Park contains 0.8 acres.

(c) Bike Path

(d) Frank Steward Wildlife Preserve

The Frank Steward Wildlife Preserve is located along Glencove Avenue and has been designated a Wildlife Preserve. The designation prohibits development and protects 57.0 acres of the environmentally sensitive marshland.

The City of Northfield also owns several acres of vacant land between the Atlantic City County Club and the Egg Harbor Township Boundary. These parcels are currently vacant and contain environmentally sensitive marshland. It is recommended the City of Northfield include these parcels in the Frank Steward Wildlife Preserve and be restricted from development as part of the City's permanent Open Space inventory.

(e) Cove Avenue

Cove Avenue Preserve is located along Cove Avenue adjacent to the Frank Steward Wildlife Preserve. This 8.1-acre wooded parcel was identified in the previous Master Plan Re-examination to be developed for recreational uses. To help finance the new Community School, this parcel was sold and is now the location of the Ridgewood Court development. As such, the 8.1 acres site has been removed from the City's Open Space Inventory.

2) Local Recreational Facilities – Privately Owned

(a) The Atlantic City Country Club

The Atlantic City County Club is a privately owned Golf Course on Shore Road containing 237.8 acres. The Atlantic City Country Club occupies nearly one-half of the land area between Shore Road and the City's southeast boundary with Egg Harbor Township. Originally opening in 1897, the Country Club now contains an 18-hole golf course, a club house, a pro shop, and a restaurant/banquet room, as well as rooms for operations and ancillary maintenance facilities. National, state, and regional golf championships have been held at the Atlantic City Country Club.

The Club was purchased from the Atlantic City Hilton in 1997 and went through a 13-million-dollar renovation. The course itself was renovated, and the guest rooms were removed from the clubhouse. Over the years, fringe areas of the Club property have been subdivided for single family housing. Country Club Acres, an adjacent but separate development built between 1947 and 1950, northeast of the Club contains 65 single family residential lots. Several other independent smaller subdivisions have been developed and can be found on Hemsley Court, Golf View Drive and Argo Lane.

In order to preserve the Country Club, while maintaining the economic viability of the Club, a Master Plan for the future development of the land owned by the Atlantic City Country Club was presented to the Planning Board and City Council for their consideration and subsequent approval in 1998. The plan established the revised course layout and buildings needed to support the 18-hole course and driving range. Long-term policies and goals to build additional guest facilities, to meet the needs of the Country Club and preserve the open space, historic nature of the club, and long-term objectives of the City still need to be addressed.

(b) Tilton Driving Range and Golf Course

The Tilton Driving Range and Golf Course is a privately owned driving range and miniature golf course. The site consists of approximately 7.0 acres located along Tilton Road in the northwest portion of the city.

(c) Blake's Gymnastics (former Atlantic Indoor Tennis & Gymnastics)

As indicated in the 1995 Re-examination, Atlantic Indoor Tennis & Gymnastics contained 4.4 acres of the privately owned recreation in the city. Since the 1995 Re-examination, Atlantic Indoor Tennis & Gymnastics facility closed. The facility is now occupied by Blake's Gymnastics/South Jersey All Sports. The site is located along Mill Road in the Northwest portion of the city.

d) Tilton Village Recreation Corporation

The Tilton Village Recreation Corporation is a privately owned indoor swimming facility. The site consists of 1.7 acres located along Fabian in the northern portion of the city.

c) Municipal Recreation Programs

i. The Family Association of Northfield and the Northfield Little League Association are responsible for all municipal recreation programs in the City of Northfield. The city provides some funding to the Association to finance the programs offered. The remainder of the funding is provided from participants involved in each program.

New Park and recreation areas are becoming harder to find and still deemed necessary for a viable community. Retention of the existing public and private recreation areas is a priority. Incorporation of tot-lots and play areas in any major new residential developments in the city should be considered by the Planning Board and Mayor and Council.

H. Historic Preservation

The City of Northfield has an active Cultural Committee which maintains records and artifacts of the city. The Cultural Committee established and maintains the museum at Birch Grove Park. The museum was an office built in 1926 on Mill Road by the Railroad tracks. It was moved to the City Yard for a while then to Shore Road. In 1975 it became the original City Library behind the "new" City Hall. In 1985 it was moved to Birch Grove Park. In 1996 another historic building, the Casto House, was moved adjacent to the original museum and in 2000 a connector building and gallery was built to connect the two historic structures. The Cultural Committee has prepared several booklets cataloguing the background of some of the residents and structures in the city, and in cooperation with Arcadia Publishing released a pictorial history of the city to go along with the City's Centennial Celebration in 2005. Twenty-five historic homes are described in two booklets, Historic Houses of Northfield and More Historic Houses of Northfield, written by Carol A. Patrick and published by the Northfield Public Library Association and Northfield Bicentennial Committee in 1973 and 1979 respectively.

In Table V.H.1. on the next page, the historic houses are identified by address, block and lot, year built and building type/historic notes. It is recommended that these houses be included on a city register of historic structures approved by the City Council, and that the Historic Commission

research, identify and recommend other historic structures for the register.

As noted in the 2018 Master Plan Re-examination "The preservation and enhancement of historic structures in a municipality preserves its heritage. It is also an expressed purpose of the zoning plan to promote the conservation of historic sites and districts (N.J.S.A. 40:55D-2). Therefore, the City Council should consider establishing a policy to preserve the historic architectural appearance of these houses in the event of any changes in the structure or use. Incorporation of historical districts and/or buildings into the City Land Use and Development Regulations is recommended. Architectural guidelines and delayed demolition permit requirements should be established and incorporated into the City codes." This recommendation has been implemented since the last Master Plan Re-examination in the form of the issuance of certificates of appropriateness from the City of Northfield for properties that are deemed historic.

TABLE V.H.1.
HISTORIC HOUSES IN THE CITY OF NORTHFIELD

ADDRESS	BLOCK	LOT	YEAR BUILT
1505 Mill Road	16	11	c. 1850's
1311 Mill Road	16	17	1840-1850
1203 Mill Road	16	20	c. 1880's
1111 Mill Road	16	21	pre-1900's
1717 Zion Road	95	2	1858
1629 Zion Road	95	32	1759
1905 Cedarbridge Road	87	2	1842
1712 Tilton Road	102	26	pre-1863
1724 Tilton Road	102	27	pre-1900's
1730 Tilton Road	102	3	pre-1900's
1821 Tilton Road	98	7	pre-1872
11 West Mill Road	98	6	c. 1894
16 West Rosedale Ave.	79	29	c. 1860's
15 Cove Avenue	160	1	pre-1780's
34 East Rosedale Ave.	169	9	c. 1870's
2115 Shore Road	85	11	1860
1823 Shore Road	99	11	1891
1826 Shore Road	173	19	1898
1712 Shore Road	175	36	pre-1872
1607 Shore Road	102	16	c. 1860's
1513 Shore Road	103	7	c. 1860's
1413 Shore Road	104	9	1840
408 Shore Road	148	15	1868
8 Virginia Avenue	148	16	1750
Bayside School	173	8	c. 1690's

I. Stormwater Management

Effective stormwater management is important in the City of Northfield. The City of Northfield's general topography is elevated in the middle portion of the municipality in proximity of Shore Road. This topography splits the City into two (2) drainage areas. Drainage from the western side of Shore Road drains to the southwest and drainage from the eastern side of Shore Road drains to the southeast. More specifically, the western drainage area includes stormwater from the eastern portion of Maple Run in Birch Grove Park and drains into Patcong Creek which flows southeasterly to the Atlantic Ocean. Serving as a stormwater detention and retention basin, Birch Grove Park contains large surface ponds into which drains about two-thirds of Northfield's stormwater runoff. These ponds control the rate the stormwater drains into Maple Run. The stormwater from the eastern portion of Shore Road drains into the salt marshes which flow into Lakes Bay to the Atlantic Ocean.

Floodplain delineations for the major floodways are contained on the National Flood Insurance Program Flood Insurance Rate Map (FIRM) for the City of Northfield. The current map was prepared in August 28,2018 and delineates special flood hazard areas along Patcong Creek and Maple Run in the Northwestern portion of the city, and tidal marsh area and upland fringe areas in the southeastern portion of the City along Lakes Bay. Special flood hazard areas are defined by an elevation of 9.0 feet above the mean sea level along Lakes Bay and 11.7 to 12.0 feet along Patcong Creek and Maple Run south of Mill Road and 14.0 to 14.2 feet north of Mill Road. The remainder of the City is not considered to be a flood hazard area for the National Flood Insurance Program.

Since the 1995 Master Plan Re-examination the Tilton Road Drainage Project and Sutton Woods Drainage projects have been completed. The Tilton Road Drainage project was a county project, and the Sutton Woods Drainage project was completed by a private developer.

The Planning Board requires that all applicants for land development near flood plains delineate the 100-year flood plain. The Board has also initiated requirements on major developments to provide on-site detention basins to handle the volume and rate of runoff and to reduce soil erosion and sedimentation. In addition, the applicants must show how their proposed drainage systems interface with the off-site water drainage system.

It is recommended that the Planning Board implement measures to require underground storage, when possible, of stormwater for proposed developments and should be designed with the requirements of the New Jersey Best Practices Manual. Further, it is also recommended the Land Development Ordinance be updated to include the current stormwater standards and the Best Management Practices, in order to comply with current stormwater management regulations for water quality and quantity.

J. Energy Conservation

The Municipal Land Use Law indicates that a purpose of zoning is "to promote the conservation... of energy resources" (N.J.S.A. 40:55D-2.j), which requires the inclusion of standards in the Development Ordinance to provide energy conservation design criteria in the layout of streets (N.J.S.A. 40:55D-38) and site plans (N.J.S.A 40:55D-41). Energy conservation planning can be accomplished in residential, commercial and office areas through overall site design and street and structural orientation to maximize passive solar energy utilization and adaptation for solar collection units. Clustering of housing units can minimize or eliminate sewerage pump stations and provide energy conservation of paving and utilities as opposed to traditional subdivision development layouts. Encouraging infill development in areas which have existing infrastructure while discouraging scattered development in rural areas would also help reduce long term energy needs.

Other considerations include establishment of design standards for wind generators, landscape and planting design techniques to achieve optimum solar usage and careful site design review to encourage maximum utilization of low energy, high intensity street and parking lot lighting. Construction and design techniques that utilize solar energy, building overhangs and thoughtful window placement can reduce energy costs. Sidewalk construction could reduce the need to use automobiles within the city thus achieving a long-term energy savings.

As energy design techniques and standards are developed which would be applicable to development within the City of Northfield, it is recommended the City Council enact appropriate ordinance changes to achieve practical and cost-efficient energy conserving site design and construction measures. Further evaluation of site plans and subdivisions in terms of energy impact and reduced energy demands is warranted.

VI. Demographics

A. Atlantic County

The 2020 Census data released in 2023 has shown a population decrease of negligible proportions in Atlantic County. The County's population has decreased from 274,549 residents in 2010 to 274,535 in 2020. While the population of the County has remained stable, minor changes have occurred throughout all the municipalities in the County. It can be seen that any new growth expected in the future will more than likely occur along the shore and in in the Pinelands Growth areas.

The reasons that development in the past has occurred in these areas are mainly due to the regulatory agencies and current policies governing development in our region. As stated in the Atlantic County Master Plan[2], the two regulatory documents, the Coastal Facilities Review Act of 1973 (CAFRA) and the Pinelands Protection Act of 1979 that regulate development within Atlantic County, have directed the development toward designated Coastal Centers in the CAFRA region and into the Regional Growth Areas within the Pinelands Protection Area.

In addition to these regulations, the State Development and Redevelopment Plan (SDRP) also encourages growth within existing developed areas and the preservation of open space.

While the amount of population increases may differ, it is anticipated that this pattern of growth within the Coastal Centers and Regional Growth Areas will continue into the foreseeable future.

B. City of Northfield

1) Population Increase

The City of Northfield has shown a marginal decrease in population from 2010. The 2010 population was 8,624 and the 2020 census indicates that the City's population slightly decreased by 192 residents during the last 10 years. The 2020 census population was 8,432.

2) Age Distribution

The current median age of persons in the City of Northfield is 44.2 years of age. The median age from 2010 is not provided in the data. However, the age distribution in the census data does indicate that the population is aging slightly since 2010. This pattern would be consistent with the remainder of the County and State. Currently, the largest portion of the population is between the ages of 50 to 59.

1. Racial Composition

The non-white population of the City of Northfield has slightly increased in the decade from 2010 to 2020. In 2020, the total non-white population, including Hispanic or Latino, Black, Indian, Asian, and other, was approximately 2,110 persons or approximately 25% of the total population. The number has increased from 655 persons in the year 2000. This increase is consistent with a majority of cities throughout the county.

2. Gender

   The City of Northfield has maintained a balance between the male and female population since 2010. The current male population is 49.7% and the female population is 50.3%. The county distribution is consistent with the City of Northfield.

3. The City of Northfield has 3,159 households compared to 106,640 county-wide, the average persons per household is 2.6.

4. A copy of the 2020 Census Data sheets is provided as tables at end of this section. The tables provided are as follows:

   a. Table 1 – General Profile Charts, City of Northfield

   b. Table 2 - General Profile Information – Atlantic County

   c. Table 3 – General Summary of all towns in Atlantic County

CENSUS DATA FOR THE CITY OF NORTHFIELD, NEW JERSEY (Table 1)

Census Reporter

Search for places, tables, topics, or glossaries Search

Northfield, NJ

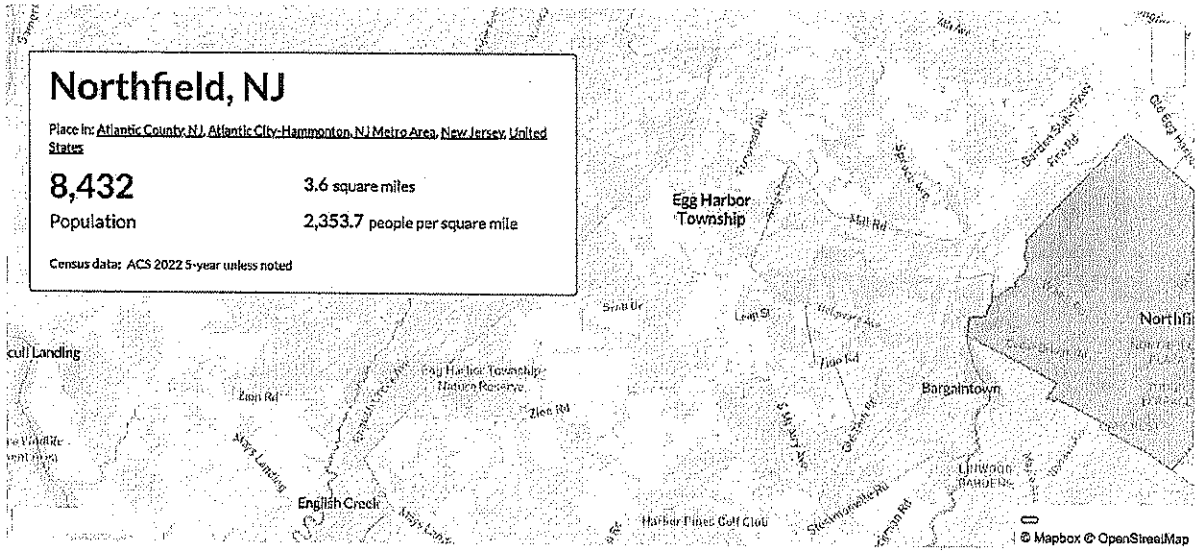
Place in: Atlantic County, NJ, Atlantic City-Hammonton, NJ Metro Area, New Jersey, United States

8,432 Population

3.6 square miles

2,353.7 people per square mile

Census data: ACS 2022 5-year unless noted



Find data for this place: Search by table or column name...

Hover for margins of error and contextual data.

Demographics

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

Age

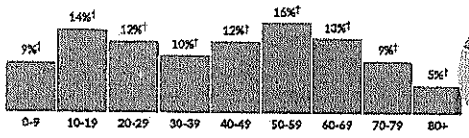
44.2

Median age

a little higher than the figure in the Atlantic City-Hammonton, NJ Metro Area: 42

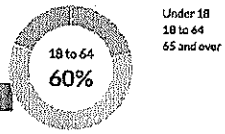
about 10 percent higher than the figure in New Jersey: 40

Population by age range



Show data / Embed

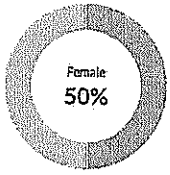
Population by age category



Show data / Embed

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

Sex



Male
Female

Show data / Embed

Race & Ethnicity

* Hispanic includes respondents of any race. Other categories are non-Hispanic.

Show data / Embed

Economics

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

Income

$51,741

Per capita income

about 1.3 times the amount in the Atlantic City-Hammonton, NJ Metro Area: $39,699

about the same as the amount in New Jersey: $50,995

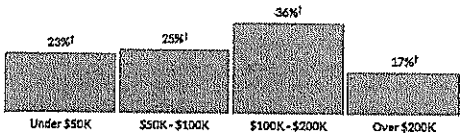
$103,977

Median household income

about 1.4 times the amount in the Atlantic City-Hammonton, NJ Metro Area: $73,113

about 10 percent higher than the amount in New Jersey: $97,126

Household income



Show data / Embed

Poverty

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

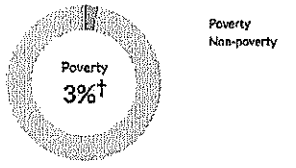
5.3%

Persons below poverty line

about two-fifths of the rate in the Atlantic City-Hammonton, NJ Metro Area: 13%

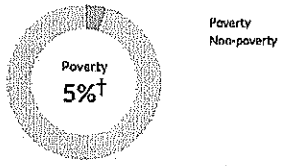
about half the rate in New Jersey: 9.7%

Children (Under 18)



Show data / Embed

Seniors (65 and over)



Show data / Embed

Transportation to work

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

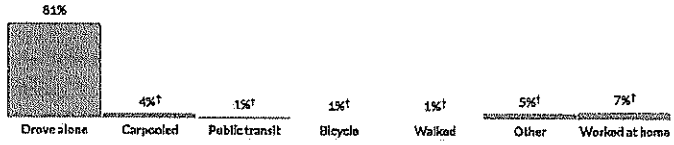
22 minutes

Mean travel time to work

about 90 percent of the figure in the Atlantic City-Hammonton, NJ Metro Area: 25.5

about two-thirds of the figure in New Jersey: 31.1

Means of transportation to work



*Universe: Workers 16 years and over

Show data / Embed

Families

Households

3,159

Number of households

the Atlantic City-Hammonton, NJ Metro Area: 106,640

New Jersey: 3,438,162

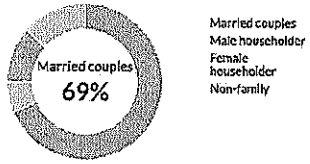
2.6

Persons per household

a little higher than the figure in the Atlantic City-Hammonton, NJ Metro Area: 2.5

about the same as the figure in New Jersey: 2.6

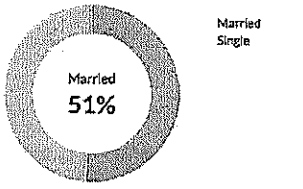
Population by household type



Show data / Embed

Marital status

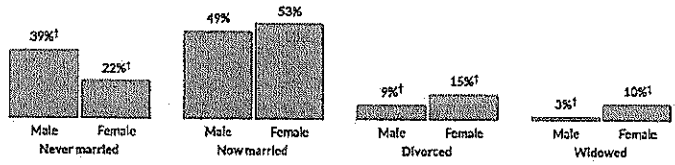
† Margin of error is at least 10 percent of the total value. Take care with this statistic.



*Universe: Population 15 years and over

Show data / Embed

Marital status, by sex



Show data / Embed

Fertility

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

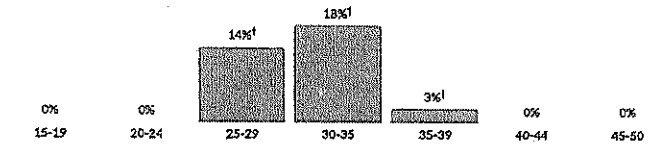
4.1%

Women 15-50 who gave birth during past year

about two-thirds of the rate in the Atlantic City-Hammonton, NJ Metro Area: 6.2%†

about 80 percent of the rate in New Jersey: 5.1%

Women who gave birth during past year, by age group



*Universe: Women 15 to 50 years

Show data / Embed

Housing

Units & Occupancy

3,291
Number of housing units

the Atlantic City-Hammonton, NJ Metro Area: 131,786

New Jersey: 3,756,340

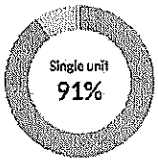
Occupied vs. Vacant

Show data / Embed

Ownership of occupied units

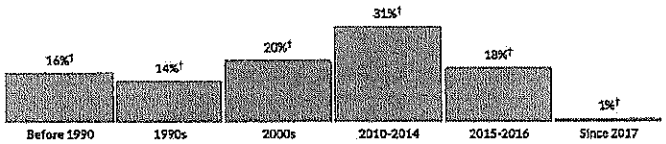
Show data / Embed

Types of structure



Show data / Embed

Year moved in, by percentage of population



Show data / Embed

Value

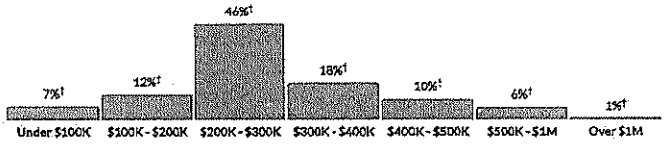
† Margin of error is at least 10 percent of the total value. Take care with this statistic.

$252,200
Median value of owner-occupied housing units

about the same as the amount in the Atlantic City-Hammonton, NJ Metro Area: $254,100

about three-fifths of the amount in New Jersey: $401,400

Value of owner-occupied housing units



Show data / Embed

Geographical mobility

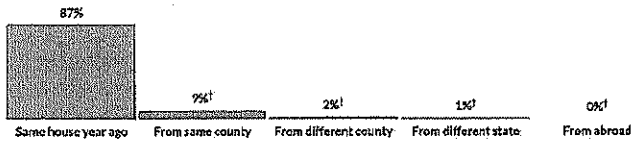
† Margin of error is at least 10 percent of the total value. Take care with this statistic.

12.8%
Moved since previous year

about 20 percent higher than the rate in the Atlantic City-Hammonton, NJ Metro Area: 11%

about 25 percent higher than the rate in New Jersey: 10.2%

Population migration since previous year



Show data / Embed

Social

Educational attainment

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

93.2%
High school grad or higher

a little higher than the rate in the Atlantic City-Hammonton, NJ Metro Area: 88.4%

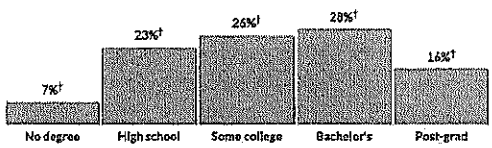
a little higher than the rate in New Jersey: 90.6%

44.4%
Bachelor's degree or higher

about 1.5 times the rate in the Atlantic City-Hammonton, NJ Metro Area: 30.1%

a little higher than the rate in New Jersey: 42.3%

Population by highest level of education



* Universe: Population 25 years and over

Show data / Embed

Language

N/A

Persons with language other than English spoken at home

Language at home, children 5-17
No data available

Language at home, adults 18+
No data available

Place of birth

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

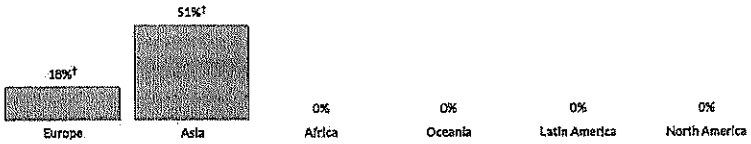
11.3%

Foreign-born population

about three-quarters of the rate in the Atlantic City-Hammonton, NJ Metro Area: 15.8%

about half the rate in New Jersey: 23.2%

Place of birth for foreign-born population



Show data / Embed

Veteran status

† Margin of error is at least 10 percent of the total value. Take care with this statistic.

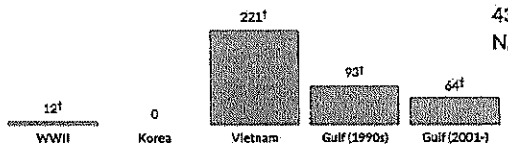
6.6%

Population with veteran status

about 20 percent higher than the rate in the Atlantic City-Hammonton, NJ Metro Area: 5.6%

about 1.5 times the rate in New Jersey: 4.1%

Veterans by wartime service



* Civilian veterans who served during wartime only

Show data / Embed

438 Total veterans
438 Male
N/A Female

Hover for margins of error and contextual data.

Citation: U.S. Census Bureau (2022). *American Community Survey 5-year estimates.* Retrieved from *Census Reporter Profile page for Northfield, NJ* <http://censusreporter.org/profiles/16000US3452950-northfield-nj/>

Learn about the Census | Census terms & definitions | Help & feedback
About Census Reporter | @CensusReporter | Census Reporter on GitHub

Census Reporter is a free, open-source project. Your donations help us add new data to the site and keep it running.

CENSUS DATA FOR THE COUNTY OF ATLANTIC (Table 2)

United States Census Bureau

QuickFacts
Atlantic County, New Jersey

QuickFacts provides statistics for all states and counties. Also for cities and towns with a *population of 5,000 or more.*

All Topics	Atlantic County, New Jersey
Median household income (in 2022 dollars), 2018-2022	$73,113
PEOPLE	
Population	
Population estimates, July 1, 2023, (V2023)	⚠ 275,213
Population estimates base, April 1, 2020, (V2023)	⚠ 274,536
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	⚠ 0.2%
Population, Census, April 1, 2020	274,534
Population, Census, April 1, 2010	274,549
Age and Sex	
Persons under 5 years, percent	⚠ 5.1%
Persons under 18 years, percent	⚠ 20.6%
Persons 65 years and over, percent	⚠ 20.6%
Female persons, percent	⚠ 51.3%
Race and Hispanic Origin	
White alone, percent	⚠ 70.9%
Black or African American alone, percent (a)	⚠ 17.3%
American Indian and Alaska Native alone, percent (a)	⚠ 0.7%
Asian alone, percent (a)	⚠ 8.0%
Native Hawaiian and Other Pacific Islander alone, percent (a)	⚠ 0.1%
Two or More Races, percent	⚠ 3.0%
Hispanic or Latino, percent (b)	⚠ 20.5%
White alone, not Hispanic or Latino, percent	⚠ 54.8%
Population Characteristics	
Veterans, 2018-2022	12,205
Foreign born persons, percent, 2018-2022	15.8%
Housing	
Housing Units, July 1, 2023, (V2023)	132,188
Owner-occupied housing unit rate, 2018-2022	67.9%
Median value of owner-occupied housing units, 2018-2022	$254,100
Median selected monthly owner costs -with a mortgage, 2018-2022	$2,124
Median selected monthly owner costs -without a mortgage, 2018-2022	$969
Median gross rent, 2018-2022	$1,268
Building Permits, 2023	383
Families & Living Arrangements	
Households, 2018-2022	106,640
Persons per household, 2018-2022	2.52
Living in same house 1 year ago, percent of persons age 1 year+, 2018-2022	89.0%
Language other than English spoken at home, percent of persons age 5 years+, 2018-2022	26.7%
Computer and Internet Use	
Households with a computer, percent, 2018-2022	94.2%
Households with a broadband Internet subscription, percent, 2018-2022	89.1%
Education	
High school graduate or higher, percent of persons age 25 years+, 2018-2022	88.4%
Bachelor's degree or higher, percent of persons age 25 years+, 2018-2022	30.1%
Health	
With a disability, under age 65 years, percent, 2018-2022	9.7%
Persons without health insurance, under age 65 years, percent	⚠ 8.7%

Economy	
In civilian labor force, total, percent of population age 16 years+, 2018-2022	63.1%
In civilian labor force, female, percent of population age 16 years+, 2018-2022	59.3%
Total accommodation and food services sales, 2017 ($1,000) (c)	3,550,725
Total health care and social assistance receipts/revenue, 2017 ($1,000) (c)	2,202,509
Total transportation and warehousing receipts/revenue, 2017 ($1,000) (c)	321,160
Total retail sales, 2017 ($1,000) (c)	4,631,105
Total retail sales per capita, 2017 (c)	$17,447
Transportation	
Mean travel time to work (minutes), workers age 16 years+, 2018-2022	25.5
Income & Poverty	
Median household income (in 2022 dollars), 2018-2022	$73,113
Per capita income in past 12 months (in 2022 dollars), 2018-2022	$39,699
Persons in poverty, percent	⚠ 11.4%
BUSINESSES	
Businesses	
Total employer establishments, 2022	6,210
Total employment, 2022	105,931
Total annual payroll, 2022 ($1,000)	5,244,241
Total employment, percent change, 2021-2022	8.6%
Total nonemployer establishments, 2021	19,524
All employer firms, Reference year 2017	5,333
Men-owned employer firms, Reference year 2017	3,134
Women-owned employer firms, Reference year 2017	1,010
Minority-owned employer firms, Reference year 2017	967
Nonminority-owned employer firms, Reference year 2017	3,781
Veteran-owned employer firms, Reference year 2017	267
Nonveteran-owned employer firms, Reference year 2017	4,412
GEOGRAPHY	
Geography	
Population per square mile, 2020	494.2
Population per square mile, 2010	494.1
Land area in square miles, 2020	555.51
Land area in square miles, 2010	555.70
FIPS Code	34001

About datasets used in this table

Value Notes

⚠ Methodology differences may exist between data sources, and so estimates from different sources are not comparable.

Some estimates presented here come from sample data, and thus have sampling errors that may render some apparent differences between geographies statistically indistinguishable. Click the Quick Info ⓘ icon to the left of each row in TAI learn about sampling error.

The vintage year (e.g., V2023) refers to the final year of the series (2020 thru 2023). Different vintage years of estimates are not comparable.

Users should exercise caution when comparing 2018-2022 ACS 5-year estimates to other ACS estimates. For more information, please visit the 2022 5-year ACS Comparison Guidance page.

Fact Notes

(a) Includes persons reporting only one race
(b) Hispanics may be of any race, so also are included in applicable race categories
(c) Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data

Value Flags

D Suppressed to avoid disclosure of confidential information
F Fewer than 25 firms
FN Footnote on this item in place of data
NA Not available
S Suppressed; does not meet publication standards
X Not applicable
Z Value greater than zero but less than half unit of measure shown
- Either no or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest or upper interval of an open ende
N Data for this geographic area cannot be displayed because the number of sample cases is too small.

QuickFacts data are derived from: Population Estimates, American Community Survey, Census of Population and Housing, Current Population Survey, Small Area Health Insurance Estimates, Small Area Income and Poverty Estimates, Stat Housing Unit Estimates, County Business Patterns, Nonemployer Statistics, Economic Census, Survey of Business Owners, Building Permits.

P1. POPULATION BY RACE AND HISPANIC OR LATINO ORIGIN

County and Municipalities

Universe: Total population

Source: U.S. Census Bureau, 2020 Census P.L. 94-171 Redistricting Data

State/County/ Municipality Code	Areaname	Total Population	Total	White
34001	**Atlantic County**	**274,534**	**248,886**	**156,796**
3400100000	County subdivisions not defined	0	0	0
3400100100	Absecon city	9,137	8,459	6,083
3400102080	Atlantic City city	38,497	34,420	7,409
3400107810	Brigantine city	7,716	7,319	6,537
3400108680	Buena borough	4,501	3,963	2,800
3400108710	Buena Vista township	7,033	6,365	5,189
3400115160	Corbin City city	471	443	437
3400120290	Egg Harbor township	47,842	43,269	28,366
3400120350	Egg Harbor City city	4,396	3,893	2,172
3400121870	Estell Manor city	1,668	1,574	1,524
3400123940	Folsom borough	1,811	1,690	1,560
3400125560	Galloway township	37,813	34,590	23,931
3400129280	Hamilton township	27,484	24,790	16,163
3400129430	Hammonton town	14,711	13,147	10,701
3400140530	Linwood city	6,971	6,513	5,965
3400141370	Longport borough	893	876	864
3400143890	Margate City city	5,317	5,118	4,978
3400149410	Mullica township	5,816	5,211	4,536
3400152950	Northfield city	8,434	7,822	6,669
3400159640	Pleasantville city	20,629	17,836	3,063
3400160600	Port Republic city	1,101	1,049	1,026
3400168430	Somers Point city	10,469	9,644	7,817
3400175620	Ventnor City city	9,210	8,442	6,722
3400180330	Weymouth township	2,614	2,453	2,284

Race						Hispanic or Latino (of any race)	Not Hispanic or Latino (of any race)
One race							
Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Some other race	Two or more races		
41,519	**1,253**	**21,784**	**342**	**27,192**	**25,648**	**53,713**	**220,821**
0	0	0	0	0	0	0	0
1,114	50	701	4	507	678	1,086	8,051
13,717	257	6,244	226	6,567	4,077	11,513	26,984
181	20	386	4	191	397	488	7,228
369	34	82	4	674	538	1,449	3,052
780	19	62	4	311	668	909	6,124
2	0	0	0	4	28	17	454
4,600	215	6,076	22	3,990	4,573	8,336	39,506
974	23	117	1	606	503	1,223	3,173
33	4	2	0	11	94	64	1,604
49	5	7	2	67	121	174	1,637
4,634	98	3,848	14	2,065	3,223	5,005	32,808
5,188	91	1,686	16	1,646	2,694	4,060	23,424
443	96	158	8	1,741	1,564	3,517	11,194
94	12	343	2	97	458	362	6,609
5	0	4	0	3	17	13	880
13	7	57	2	61	199	183	5,134
258	6	40	4	367	605	1,005	4,811
210	21	467	8	447	612	974	7,460
7,633	247	449	13	6,431	2,793	10,316	10,313
7	2	13	0	1	52	37	1,064
846	29	296	3	653	825	1,374	9,095
281	15	723	5	696	768	1,434	7,776
88	2	23	0	56	161	174	2,440

18+
217,993
0
7,428
29,455
6,814
3,511
5,730
387
37,068
3,369
1,339
1,464
30,856
21,587
11,472
5,394
797
4,710
4,655
6,616
15,571
868
8,742
7,891
2,269

VII. MASTER PLAN COMPONENTS

A.-Housing Plan

The City of Northfield has shown a marginal decrease in population since 2010. The City's demographics are outlined in Section VI of this document. With a negligible change in population since 2010, the gross density of the city has not had a significant increase.

The city has been stable with household size from 2010 to 2020, with the household size for the time period between 2018-2022 being 2.62 average.

The number of housing units within the City of Northfield increased over the last 10 years due to new single-family units and the development of Cresson Hill rental property providing 266 new units. Of the approximate 3,084 units, 85% percent are owner occupied, leaving the remaining units as rentals or vacant

The majority of the housing stock has remained as medium-sized single-family units. Medium sized is considered to be two-to-three-bedroom dwelling units.

B. Circulation Plan

The City of Northfield is in the eastern portion of Atlantic County, located on the mainland between the City of Pleasantville, the City of Linwood and Egg Harbor Township. The transportation system in the City of Northfield has developed in much the same manner as other rural communities in South Jersey. Access to the municipality is gained by various state highways linking this region with Philadelphia, New York, and the shore communities. These routes include, U.S. Route 9 (New Road), the Garden State Parkway, the Atlantic City Expressway, U.S. Route 40-322 (the Black Horse Pike), and U.S. Route 30 (the White Horse Pike).

The major transportation corridors in the City of Northfield include New Road, Shore Road, Wabash and Fuae Avenues, Mill Road, Zion Road, and Tilton Road. New Road, Shore Road, and Wabash and Fuae Avenues are the major north-south corridors in the City of Northfield with Mill Road, Zion Road and Tilton being the major east-west corridors. These transportation corridors have played a large part in the growth of Northfield. Residents have easy access to Exit 36 of the Garden State Parkway which extends from Cape May through Atlantic County to New York State. Exit 36 is at Tilton and Fire Roads in Egg Harbor Township, 0.5 miles west of the city

of the Northfield border. Northfield is also close (within a five-minute drive) to the Atlantic City Expressway, a limited access toll highway extending from Route 42 in Camden County through Hammonton to Atlantic City.

Residents and visitors to the City of Northfield are afforded multiple points of entry. One feature limiting transportation logistics in the City of Northfield is the salt marshes and Lakes Bay along the eastern border of the City with Egg Harbor Township. This natural feature is a barrier to the transportation logistics in the City of Northfield.

1. State Roads

U.S. Route 9 (A.K.A. New Road)

New Road is a major transportation corridor in the City of Northfield. With a functional classification of an arterial roadway, the roadway provides a 2.0 miles north-south link between the City of Pleasantville and the City of Linwood.

2. County Roads

County Route 662 & 563 (A.K.A. Mill Road)

Mill Road is a basic east-west transportation corridor between the Garden State Parkway in Egg Harbor Township and the City of Margate City. With portions of this roadway classified as an arterial and others as a major collector, this roadway contains 1.8 miles of county roadway within the city boundary.

County Route 563 (A.K.A. Tilton Road)

Tilton Road has a functional classification of an arterial roadway. This roadway provides a 1.31 mile basic east-west transportation link between the Black Horse Pike in Egg Harbor Township and Shore Road and Mill Road.

County Route 585 (A.K.A. Shore Road)

Shore Road contains 1.85 miles of roadway and is a basic transportation corridor in the City of Northfield. This roadway is parallel to New Road and provides a north-south link between the City of Pleasantville and the City of Northfield. This county roadway has a functional classification as a major collector

County Route 615 (A.K.A. Zion Road)

Zion Road is an east-west link between Egg Harbor Township and the City of Northfield. From its beginning point at its intersection with Shore Road, Zion Road contains 1.80 miles of roadway with a functional classification of a minor collector.

County Route 644 (A.K.A. Dolphin Avenue)

Dolphin Avenue provides a basic east-west link along the northern boundary of the City of Northfield. This minor collector provides a 0.86-mile link between Shore Road and the City of Pleasantville.

County Road 691 (A.K.A. Burroughs Avenue)

Burroughs Avenue provides a basic east-west link along the southern boundary of the City of Northfield. This minor collector provides a 0.49 miles link between Zion Road and Oak Avenue.

3. Municipal Roadways

Wabash and Fuae Avenues

Wabash and Fuae Avenues provide a north-south link in the City of Northfield. The approximate 1.9 miles of roadway provide a link between the City of Linwood and Dolphin Avenue at the northern boundary of the city.

C. Utility Service Plan

Currently, nearly all the residents of the City of Northfield receive municipal water and sewer services. It has been noted that 96.5% of the residents are connected to the New Jersey American Water services provided in the City. As improved water saving devices are introduced to the market, land use regulations and/or building code requirements should be updated to require more stringent water conservation strategies. Conservation measures should be encouraged.

D. Community Facilities Plan

Community services in the City of Northfield include one (1) public school, a rescue squad, a city municipal building, and a public

works building and garage. The community facilities adequately house the city's employees and volunteers.

Northfield's Police and Fire Departments handle emergency services. The City of Northfield currently has a staff of 24 police officers, and 7 paid fire fighters and 29 volunteer fire fighters. Five members of the fire department are certified as Emergency Medical Technicians (EMTs) and two are certified paramedics. Based on the public service multiplier of 2.08 police officers per 1,000 persons, Northfield should have a minimum staff of 16 police officers. Based in the current population, emergency management services are adequate.

E. Recreation Facilities Plan

Recreation Facilities have been described in the Recreation Facilities Section of the Resource Inventory and Assessment of this document. To determine the capacity of the City of Northfield's recreational facilities, the following summary has been prepared. The summary compares facilities offered in the City of Northfield with a recommended parks and recreation ratio.

TABLE VII.E.1
RECREATIONAL CAPACITY ANALYSIS

	ANALYSIS OF RECREATIONAL CAPACITY						
		RECOMMENDED RATIO		EXISTING RATIO		CAPACITY	RECOMMENDED
FACILITY	UNITS	UNITS	PERSONS	UNITS	PERSONS	PERCENT	SERVICE RADIUS
BASKETBALL COURTS	0	1	5,000	0	7,725	0%	0.25 - 0.5 MILES
TENNIS COURTS	0	1	2,000	0	7,725	0%	0.25 - 0.5 MILES
VOLLEYBALL COURTS	0	1	5,000	0	7,725	0%	0.25 - 0.5 MILES
BASEBALL FIELDS	5	1	5,000	1	1,545	324%	0.25 - 0.5 MILES
FOOTBALL FIELDS	1	1	20,000	1	7,725	259%	15 - 30 MIN. TRAVEL
SOCCER FIELDS	1	1	10,000	1	7,725	129%	1 - 2 MILES
SOFTBALL FIELDS	*	1	5,000	*	7,725	*	0.25 - 0.5 MILES
TOTLOTS[1]	2	1	1,000	1	3,863	26%	0.25 - 0.5 MILES

SOURCE: NATIONAL RECREATION AND PARKS ASSOCIATION, RECREATION, PARK AND OPEN SPACE STANDARDS AND GUIDELINES. ALEXANDRIA, VIRGINIA: NRPA 1983.

1 SOURCE: DERIVED FROM A VARIETY OF MUNICIPALITIES

Based on the standard ratio set above, presently there exists a deficiency in recreational facilities in the City of Northfield. The City of Northfield recognizes the lack of basketball courts, tennis courts,

volleyball courts and totlots. The city attempts to address the needs of its residents as they arise as well as trying to anticipate future needs. Northfield wishes to improve and expand recreational facilities throughout the city for the benefit of all the residents.

F. Conservation Plan

It is recommended that an Environmental Resource Inventory (ERI) be performed to assess the environmental resources present in the City of Northfield. The ERI will guide ordinance revisions and policies to conserve and protect environmentally sensitive areas from development.

G. Economic Development Plan.

The City of Northfield is keenly aware of the value of Economic Development as a stabilizing factor for the city's tax base. The city has instituted an Economic Development Committee, consisting of City Council Members and business leaders and board members from the community. The committee presented an Economic Development Study & Master Plan Element Recommendations Report, prepared by TRIAD Associates. The plan was presented in September 2023. Following is a summary and recommendations this document puts forward for consideration:

Goals: We intend to improve the experience of both residents and visitors with the revision of streetscapes, the exploration of pedestrian-friendly walkways, and clear welcome signage that better communicates where our boarders are located as you enter Northfield on Tilton Road, New Road, and Shore Road. Several more specific goals for the area are as follows:

1. Alleviate commercial barriers to encourage development.
2. Pedestrian scale streetlights from which flags can be hung to identify the Golden Mile and potential for holiday decorations.
3. Reconfiguration(s) of Tilton Road/speed limit change(s)
4. Wayfinding sign system that identifies our key areas (Birch Grove Park, City Hall, Downtown)
5. Rebranding of the City of Northfield as "Gateway to the Shore" with Tilton Road branded as the "Golden Mile".

6. Façade improvements with the onus on businesses to keep their buildings presentable.

7. Improvements to the regional bike path network, providing access to businesses and services.

8. Creation of a business support system.

9. Communication plan to push out business events.

10. Explore other market possibilities.

H. Recycling Plan

The City of Northfield has developed a plan to conform to the Atlantic County Recycling Plan. Recyclables, aluminum, steel (tin), plastic, glass and paper products are collected curbside for residents.

The practice of recycling should be encouraged for all the residents of the City of Northfield. To increase participation in the recycling program, it is imperative efforts are made to insure all residents are knowledgeable of recycling schedules and procedures. It is recommended that the City of Northfield publish the recycling schedule in the local newspaper to educate residents of the recycling program. Real estate offices should be provided with recycling pamphlets to distribute them in all rental properties and all sale properties.

I. Historic Preservation Plan

1) Introduction:

The City of Northfield, originally referred to as Bakersfield in Egg Harbor Township, separated from Egg Harbor Township and became incorporated On March 21, 1905. Northfield has an active Cultural Committee which maintains records and artifacts of the city. The Cultural Committee established and maintain a museum at Birch Grove Park. The museum was an office built in 1926 on Mill Road by the Railroad tracks. It was originally moved to the City Yard for a while then to Shore Road. In 1975 it became the Original City Library behind the "new" City Hall. In 1985 it was moved again moved to its current location in Birch Grove Park. In 1996 the Casto House, another historic building, was moved adjacent to the original museum building. A connector building and gallery were built in

2000 to connect the two historic structures. The cultural committee has prepared several booklets cataloguing the background of some of the residents and structures in the City of Northfield and in cooperation with the Arcadia Publishing released a pictorial history of the city to go along with the City's Centennial Celebration in 2005. Twenty-five historic homes are described in two (2) booklets, Historic Houses of Northfield and More Historic Houses of Northfield, written by Carol A. Patrick and published by the Northfield Public Library Association and Northfield Bicentennial Committee in 1973 and 1979 respectively. Refer Table V.H.1 for a complete list of Historic Properties in the City of Northfield.

As noted in the 1995 Master Plan Re-examination "The preservation and enhancement of historic structures in a municipality preserves its heritage. It is also an expressed purpose of the zoning plan to promote the conservation of historic sites and districts (N.J.S.A. 40:55D-2). Therefore, the City Council should consider establishing a policy to preserve the historic architectural appearance of these houses in the event any changes in the structure or use occurs. Incorporation of historical districts and/or buildings into the City Land Use and Development Regulations is recommended. Architectural guidelines and delayed demolition permit requirements should be established and incorporated into the City codes."

J. Open Space Plan

1) Purpose

To comply with the funding requirements of the Atlantic County Municipal Open Space Partnership Program. To provide a document to assist in the management of the Open Space for the benefit of the residents of the City of Northfield.

2) Municipal Description

The City of Northfield is in the eastern portion of Atlantic County consisting of 3.45 square miles in area. The city is bounded to the south by the City of Linwood, to the north by the City of Pleasantville, and to the east and west by the Township of Egg Harbor. The landscape is primarily flat, with rolling hills in some areas. The City of Northfield is part of a large coastal plain that makes up most of southern New Jersey.

3) Open Space Goals

The City of Northfield wishes to improve and expand recreational and Open Space areas throughout the entire municipality for the benefit of all its residents. Incorporation of Totlots and play areas in any major new residential development in the city should be considered by the Planning Board and Mayor and Council. Additionally, undevelopable vacant lands owned by the City of Northfield should be added to the City's Open Space records and restricted from development.

4) Inventory

The City of Northfield has an extensive amount of land devoted to parks, recreation and Open Space. This is due to City owned as well as private/commercial recreation facilities. Table VII.J. indicates the area dedicated to Open Space in the City of Northfield. As indicated in the Open Space table, a total of 591.75 acres are devoted to open space and recreation activities. This land area accounts for greater than one quarter of the total municipal land area.

PUBLIC AND PRIVATE/COMMERCIAL RECREATION AND OPEN SPACE
CITY OF NORTHFIELD

CITY OWNED FACILITY	AREA (ACRES)
BIRCH GROVE PARK	278.75
FIRST AVENUE PARK	0.80
BIKE PATH	10.40
FRANK STEWARD WILDLIFE PRESERVE	57.00
TOTAL	346.95

PRIVATE/COMMERCIAL FACILITIES	AREA (ACRES)
ATLANTIC CITY COUNTRY CLUB	237.80
TILTON DRIVING RANGE AND GOLF COURSE	7.00
TOTAL	244.80
TOTAL CITY OWNED AND PRIVATE FACILITIES	591.75

(a). Birch Grove Park

Birch Grove Park is part of the municipally owned Open Space in the City of Northfield. These lands were donated to the city to hold as open space in perpetuity. Originally used as Somers Brick Yard, the remains of the excavated clay pits have formed into lakes. Now filled with water lilies and waterfowl, the open setting is an attractive park. Near the lakes, a picnic area has been created with nearby parking. Trails for walking and jogging have been provided along with several ball fields near Burton Avenue. The remainder of the park, over eighty percent, has been left in a natural wooded state.

Birch Grove Park also serves as a large detention/retention basin for surface water drainage in Northfield.

(b). First Avenue Park

A small 0.8 acre park on First Avenue has served as a 'kiddie' playground for the local residents. In 2005 it was upgraded with new equipment and the area is well shaded.

(c). Bike Path

The City of Northfield provides a bike path for its residents to enjoy active outdoor recreation. The bike path extends through the municipality and contains 10.4 acres.

(d). Frank Steward Wildlife Preserve

The city owned land along Glencove Avenue has been designated a Wildlife Preserve. The designation prohibits development and protects 57.0 acres of environmentally sensitive tidal marshlands. This land is not developable and should be incorporated in the City's permanent open space inventory.

(e). Vacant Marshland

The City of Northfield owns several acres between the Atlantic City Country Club and the Egg Harbor Township boundary. The Northfield City Council may wish to consider including this area as part of the Frank Steward Wildlife Preserve.

(f). Atlantic City Country Club

Containing 237.8 acres, the Atlantic City Country Club is the largest privately owned portion of open space and recreation in the City of Northfield; second only to Birch Grove Park in total open space land area within the City of Northfield. As this privately owned facility includes the second largest open space area, it is imperative the City of Northfield is sensitive to future land use proposals for this property. New Park, recreation and open space areas are becoming harder to find but are still necessary for a viable community. Retention of the existing public and private recreation areas are a priority.

(g). Tilton Driving Range

Tilton Driving Range includes 7 acres of driving range and golf course areas for patrons to use. The Tilton Driving Range is located on Tilton Road.

5) Financial Basis

It is not the City of Northfield's intent to fund the existing and future recreational and open space programs solely using County Open Space Funds, and all available sources of funding. These would include low interest loans and grants, through the State's Green Acres Program, the Division of Housing & Resources Grants, and other private grants and loans available to the city.

Additionally, the City will continue to fund recreation projects through its municipal operating budget and capital budget. The city is fortunate to have a strong network of community and volunteer organizations to assist in the construction and maintenance of our facilities.

VIII. MASTER PLAN COMPARISONS

A. NEIGHBORING CITIES

To identify the impact, if any, on the neighboring municipalities, the City of Northfield Master Plan has been reviewed for any possible conflicts with the adjoining communities. This review includes the examination of the Master Plan, Land Use Regulations, and development trends of each municipality.

1. Township of Egg Harbor, Atlantic County

   In preparing the City of Northfield Master Plan (CNMP), the impact on the Township of Egg Harbor has been considered. The Township of Egg Harbor Master Plan (TEHMP) has been reviewed to identify any possible conflicts with the goals of the CNMP.

   As part of the CNMP, it is recommended the eastern border of the municipality with Egg Harbor Township containing environmentally sensitive lands be considered for conservation. The westerly border of the city is compatible with the uses and zoning requirements of the Township of Egg Harbor. Along this boundary, around Patcong Creek and Maple Run, the Egg Harbor Township Zoning Map includes a residential zone. The residential zone in Egg Harbor Township is compatible with the uses and densities of the R-1A zone of Northfield. Areas in Egg Harbor Township between the Garden State Parkway and Birch Grove Park are zoned for manufacturing. Birch Grove Park serves as an ideal buffer to the more intense commercial and industrial uses in the neighboring municipality. The area of Tilton Road is a residential and commercial zone. This is compatible with Northfield's zoning for Regional Commercial Development. Lastly, along the northeast portion of the boundary line with Egg Harbor Township, is the Residential – 4 at a density of three to four units per acre. This area faces Dolphin Avenue and abuts the rear of the Regional Commercial zone in Northfield along Tilton Road. Buffer requirements for commercial uses in Northfield would reduce the impact on the adjacent residential development.

2. City of Pleasantville, Atlantic County

The City of Pleasantville Master Plan (CPMP) has been reviewed to identify any possible conflicts with the goals of the CNMP. The boundary line between the City of Northfield and the City of Pleasantville is zoned primarily Residential – 10 which permits three to four units per acre. The two exceptions to the zoning are a Medium Commercial zone along New Road and a Mid-High-rise zone which is one thousand feet southeast of Shore Road and extends to Lakes Bay. The majority of the zoning in the City of Pleasantville is compatible with Northfield with the exception of the Mid-High-rise zone. However, since much of this cannot be developed due to environmental constraints and State regulations and is adjacent to the County owned lands in Northfield, there should be no adverse impact on the City of Northfield.

3. City of Linwood, Atlantic County

The City of Linwood Master Plan has been reviewed to identify any possible conflicts with the goals of the CNMP. The zoning districts in Linwood are like those in Northfield. The R-1, R-2, and R-3 zones in Northfield are compatible to the Dwelling A, Dwelling B and Dwelling C zones in Linwood. The one difference is a small area in Linwood zoned for recreation and open space southeast of Shore Road.

B. ATLANTIC COUNTY MASTER PLAN

1. Atlantic County

The City of Northfield Master Plan has been prepared to incorporate the goals of the Atlantic County Master Plan (ACMP) dated October 2000. The ACMP identifies 11 planning goals for Atlantic County. The CNMP has been prepared to address the planning goals in the ACMP.

C. COASTAL ZONE MANAGEMENT PLAN

In 1973 the New Jersey State Legislature enacted the Coastal Area Facility Review Act (CAFRA) (N.J.S.A. 13:19-1), which provides review of coastal development in New Jersey. This act is administered by the Land Use Regulations Program of the New Jersey Department of Environmental Protection. The Coastal Permit Program Regulations (N.J.S.A. 7:7-1.1) summarizes

activities for which a permit is required. Under Section 7:7-2.1, b-1. A CAFRA facility is defined as including, but not limited to:

i. The construction of 25 or more hotel or motel rooms.

ii. The impervious or pervious paving of an area of more than two acres for motor vehicle parking and related access thereto.

iii. The construction of 25 or more dwelling units or contiguous parcels of property which were under common ownership on or after September 19, 1973 (the effective date of CAFRA), regardless of present ownership.

Previously included in the review process are residential developments consisting of 25 or more units and non-residential developments with 300 or more parking spaces, or two acres of impervious or pervious surface, excluding driveways and access roads.

The CAFRA statute was amended in July 1993 lowering the jurisdiction thresholds. Effective in July 1, 1994, structures within 150 feet of the high water line, beach or dune will require a CAFRA permit. As indicated in the previous Master Plan Re-Examination, the major change affecting the City of Northfield was that commercial development having fifty (50) parking spaces or more required a CAFRA permit.

The entire City of Northfield is within the Coastal Zone and therefore subject to the jurisdiction of the CAFRA statute. The CNMP is generally consistent with the land use policies imposed by the NJDEP under the Rules for Coastal Zone Management (N.J.A.C. 7:7E-1.1 et seq).

D. STATE DEVELOPMENT AND REDEVELOPMENT PLAN

The New Jersey State Development and Redevelopment Plan designates the City of Northfield as a PA1 – Metropolitan Planning Area. The PA1 designation is the densest Planning area of the State Plan. The State Planning Commission has identified the intention of the PA -1 to address the following six goals: To provide for much of the state's future redevelopment, to revitalize cities and towns, to promote growth in compact forms, to stabilize older suburbs, to redesign areas of sprawl, and to protect the character of existing stable communities. The City of Northfield

Master Plan has been prepared to address the goals outlined in the State Development and Redevelopment Plan.

E.-COUNCIL ON AFFORDABLE HOUSING

The Council on Affordable Housing (COAH) was created by the Fair Share Housing Act of 1985 as the State Legislature's response to a series of Supreme Court cases known as the Mount Laurel decisions. The Supreme Court established a constitutional obligation for each of the 566 municipalities in the state to establish a realistic opportunity for the provision of fair share low and moderate income housing obligations, generally through land use and zoning powers. The Legislature provided an administrative alternative to this constitutional obligation via the Fair Housing Act.

The 566 municipalities of the State enter the COAH process voluntarily. Municipalities choosing to obtain substantive certification of their fair share plans receive an administrative shield from developer's lawsuits. Often such lawsuits result in the imposition of "builder's remedies" (four market units for each low and moderate income unit). The City of Northfield is currently a certified COAH city, with the Builders Remedy Court Settlement with the Cresson Hill apartment complex located on Cresson Ave.

The city has continued it's pursuit on compliance with the COAH regulations.

F.-STATE HIGHWAY ACCESS MANAGEMENT PLAN

The City of Northfield contains approximately 2 miles of state regulated highways. United States Route 9 (US Route 9 – AKA New Road) is the only state regulated highway within the boundary of Northfield. The New Jersey Highway Management Plan regarding access and levels of service will govern properties having frontage on US Route 9. All development located along this highway will require an application to the New Jersey Department of Transportation.

G.-ATLANTIC COUNTY TRANSPORTATION AUTHORITY MASTER PLAN

The Atlantic County Master Plan (ACMP) has been reviewed to identify the transportation goals in Atlantic County. The circulation and traffic systems in the City of Northfield are in conformance with the goals of the ACMP. These transportation goals have been included in the City of Northfield Master Plan.

2025 Master Plan Re-Examination
Housing Element and Fair Share Plan
Adopted by the City of Northfield Planning Board
June 5, 2025

City of Northfield
Atlantic County

Housing Element of the Master Plan
Fair Share Plan

Adopted by the Planning Board on June 5, 2025 by Resolution
Endorsed by the Governing Body on ----- by Resolution ------

June 5, 2025

City of Northfield
1600 Shore Road
Northfield, NJ 08225

Prepared By:

Tiffany A. Cuviello, PP, LLC
Community Development & Planning

Tiffany A. Morrissey, PP, AICP
7 Equestrian Drive
Galloway, NJ 08205
(856) 912-4415
tamorrissey@comcast.net

City of Northfield
Atlantic County

Housing Element of the Master Plan
Fair Share Plan

MAYOR

Erland Chau

COUNCIL MEMBERS

Greg Dewees
Carolyn Bucci
Renee Carfagno
David Notaro
Tom Polistina
Brian Smith
Cindy Kern

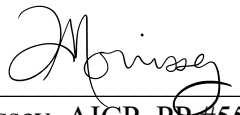
Mary Canesi, R.M.C.

PLANNING BOARD

Dr. Richard Levitt, Chairman
Clem Scharff, Vice Chairman
Erland Chau, Mayor
Carolyn Bucci, Councilwoman
Peter Brophy
Henry Notaro
Derek Rowe
James Shippen
Paul Utts, Alt. #1
Matthew Carney, Alt. #2
Ronald Roegiers, Alt. #3
Daniel Reardon, Alt. #4

Joel Fleishman, Solicitor
Matt Doran, Engineer
Robin Atlas, Secretary

Prepared by:



Tiffany A. Morrissey, AICP, PP #5533

The original of this document was signed
and sealed in accordance with NJAC 13:41-1.3

TABLE OF CONTENTS

EXECUTIVE SUMMARY 2
INTRODUCTION 4
AFFORDABLE HOUSING HISTORY IN NEW JERSEY 7
HOUSING ELEMENT 12
- Demographic Analysis 13
- Housing Analysis 19
- Employment Analysis 24
- Affordable Housing Obligation 27
  - Present Need / Rehabilitation Component 28
  - Prior Round Component 28
  - Round Three Component 28
  - Round Four Component 29
  - Vacant Land Adjustment 29
- Land Use Analysis 31
- Multigenerational Family Housing Analysis 32
- Regional Planning Analysis 33

FAIR SHARE PLAN 35
- Affordability Requirements 35
- Affordable Housing Plan 36
  - Rehabilitation Obligation/Present Need: 36
  - Prior Round: 37
  - Third Round: 38
  - Fourth Round Prospective Need: 40
  - Unfulfilled Prior Round (1987 through 2025) 43
  - Elements Satisfying Obligation 47
  - Phasing Plan for Affordable Housing Units 54
  - Bonus Provisions 55
- Affordable Housing Trust Fund 55
- Cost Generation 56
- Monitoring 56
- Fair Share Ordinance and Affirmative Marketing 56
- Conclusion 58

APPENDIX A – Northfield DJ Complaint
APPENDIX B - Order Fixing Municipal Obligation for "Present Need" and "Prospective Need" for the Fourth Round Housing Cycle
APPENDIX C – Northfield Rehab Units
APPENDIX D – Tilton Road Mixed Use Tax Map
APPENDIX E – Tilton Road Mixed Use Amended Zoning Ordinance
APPENDIX F – Transitional Housing Licenses (To Be Provided)

EXECUTIVE SUMMARY

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

In accordance with the amendments to the FHA, Northfield accepted the Department of Community Affairs' (DCA) calculations of the Municipality's Present Need and Prospective Need in a binding resolution 53-2025 on January 21, 2025 and on January 22, 2025 the City filed the resolution with the Affordable Housing Dispute Resolution Program ("the Program") through a Complaint for Declaratory Relief in accordance with the Administrative Office of the Courts' Directive #14-24 ("AOC Directive #14-24). On March 27, 2025, the Court issued an Order fixing Municipal Obligations for Present Need and Prospective Need for the Fourth Round Housing Cycle for the municipality consistent with the DCA calculations: Present Need of 10 and Prospective Need as 24.

This plan provides for the Municipality's Fourth-Round affordable housing obligation as calculated by the DCA and fixed by the Courts. The City has updated its approved Vacant Land Adjustment (VLA) from its Third-Round Plan to identify any new or underutilized properties that may add to the City's Realistic Development Potential (RDP).

The City's VLA from the Court-approved Third-Round Fair Share Plan included a Third-Round RDP of 34 and an Unmet Need of 66. The updated VLA for the Fourth-Round has not identified any new vacant or underutilized properties which would

yield an additional RDP. In the Fourth-Round the City provides for an RDP of 0 and an Unmet Need of 24.

The City has approved several affordable housing projects including an inclusionary family rental development along Tilton Road which is completed and occupied. The City is working with Habitat for Humanity to create additional affordable family units and is providing the property and funds to assist this project. Lastly the City is working with the Camden Diocese to provide for age-restricted affordable housing units and has adopted the appropriate zoning to permit this development. The City proposes to amend parts of the Court-approved Third-Round plan to provide for the permitted bonuses and to provide for units to address the City's Fourth-Round obligation.

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

INTRODUCTION

The City of Northfield is located in the eastern portion of Atlantic County, consisting of 3.45 square miles. The city is bounded to the south by the City of Linwood, to the north by the City of Pleasantville, and to the east and west by the Township of Egg Harbor. The City of Northfield was incorporated in 1905 after separating from Egg Harbor Township.

Northfield is a small community with several commercial establishments and professional offices generally along Tilton Road and Route 9. The majority of the land within the city consists of Residential land uses and Residential zoning classifications. Commercial development is focused on the two main roadways transecting the city from north to south along New Road (Route 9) and extending east into the center of the City along Tilton Road.

On January 22, 2015 the City of Northfield prepared, adopted, and endorsed an Affordable Housing Plan ("2015 Plan") to address its 190-unit Prior-Round Obligation. The 2015 Plan was prepared pursuant to an Order entered by Honorable Nelson C. Johnson on January 5, 2015, addressing the City's indigenous need rehabilitation obligation of fourteen (14) units, and its Prior Cycle prospective need obligation of one hundred and ninety (190) units. The Superior Court of New Jersey Law Division Atlantic County (Docket No. ATL-L-2050-14.) granted the City of Northfield a Judgment of Compliance and Repose based upon the January 22, 2015 Housing Element and Fair Share Plan. This order also granted the City a Stay of Third-Round Obligations.

In July of 2015 the City of Northfield filed an Application for Declaratory Judgment seeking Temporary Immunity from Mount Laurel Lawsuits. The Superior Court of New Jersey Law Division Atlantic County (Docket No. ATL-L-2050-14) granted the City Temporary Immunity through December 8, 2015 provided the City

file a Housing Element and Fair Share Plan addressing their future affordable housing obligation. The City entered into a settlement agreement with FSHC on April 27, 2018 which provided for the City's Third-Round Prospective Need running from 1999 through 2025 as 89 units. The settlement agreement provided for a Realistic Development Potential (RDP) of 18, based on the available vacant parcels in the City and included mechanisms to meet the City's affordable housing obligations. That settlement agreement was approved by the Court at a duly-noticed Fairness Hearing on June 1, 2018.

Consistent with the settlement agreement, the City amended their 2015 Plan in 2018 by adding the Mount Laurel compliance techniques through which the City would satisfy its Third-Round obligation. The 2018 Plan included a number of ancillary documents, including a Spending Plan that (1) accounts for the funds to be deposited through 2025, into the City's Mount Laurel Trust Fund; and (2) demonstrates the manner in which the City intends to expend the funds to advance the interests of the region's low- and moderate-income households. The Court approved the City's Third-Round HEFSP after a duly-noticed Compliance Hearing held on June 1, 2018 followed by an order of Conditional Judgment of Compliance and Repose for the City on August 31, 2018.

On March 7, 2024 the City amended their Third-Round HEFSP to provide for a new development site providing for a 100% age-restricted affordable housing project on land owned by Atlantic County. The City and FSHC amended their settlement agreement on October 13, 2023 to include the Camden Diocese project, which was approved by the Court at a duly-noticed Fairness Hearing held on January 22, 2024. The Court entered an order approving the amended Settlement agreement on March 15, 2024. A duly-noticed Compliance Hearing was held on June 13, 2024 and on July 22, 2024 the Court granted the City an Amended Judgement of Compliance and Repose.

In accordance with the amendments to the FHA, the City accepted the affordable housing obligations as calculated by the Department of Community Affairs (DCA) in a binding resolution 53-2025 on January 21, 2025 and filed the resolution on January 22, 2025 through a Complaint for Declaratory Relief Pursuant to AOC Directive #14-24. On March 27, 2025 the Court issued an order fixing Municipal Obligations for Present Need and Prospective Need for the Fourth-Round Housing Cycle for the City consistent with the DCA calculations: Present Need of 10 and Prospective Need as 24.

This Plan amends the Third-Round Plan to address approved affordable housing developments qualifying for bonuses, provides mechanisms to satisfy the City's cumulative affordable housing obligations and updates the City's Vacant Land Adjustment. All affordable housing sites in this Plan are the same as was approved by the Court on July 22, 2024 in their Amended Judgement of Compliance and Repose.

AFFORDABLE HOUSING HISTORY IN NEW JERSEY

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

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

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

COAH established a municipality's first round affordable housing obligation for a period of six-years, from 1987 to 1993. The rules established by COAH created both a rehabilitation (present need) obligation and a new construction (prospective need) obligation. In 1994, COAH adopted new regulations to address the second

round obligation for the period 1993 to 1999. These regulations also recalculated a portion of the municipal's first round obligation, creating a cumulative obligation from 1987 to 1999, and what is now called the "Prior Round" Obligation.

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

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

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

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

The Third Round, which began with COAH's 2004 rules identified the time period of 1999 to 2014. However, with COAH's stalemate in adopting regulations and the associated court challenges all cumulating past the initial third round period into the 2015 "Mount Laurel IV" decision, the third round was now identified as the period 2015 to 2025. This left a "Gap Period" of 1999 to 2015. In 2017 the New Jersey Supreme Court, In Re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), found that the "gap period," defined as 1999-2015, generates an affordable housing obligation. This obligation expanded the definition of the municipal Present Need obligation to include low- and moderate- income households formed during the gap period as a component of the new-construction obligation rather than the rehabilitation obligation.

In 2018 an unpublished decision of the NJ Superior Court, Law Division, Mercer County was rendered In re Application of Municipality of Princeton, also known as the "Jacobson Decision" which established a methodology for calculating municipal obligations in the Third Round under the Mount Laurel Doctrine. Although this decision is specific to Mercer County, Mount Laurel judges throughout the State have relied upon the Court's decision in calculating Third Round affordable housing obligations [1]. The decision came after many municipalities had entered into settlement agreements with FSHC which established a municipality's affordable housing obligation.

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

- Eliminating Regional Contribution Agreements ("RCA") which allowed a municipality to transfer a portion of their affordable housing obligation to an identified receiving municipality.
- Establishing a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing
- Created a very low-income affordable housing category and required at least 13% of all affordable housing units be restricted as very low-income housing units
- Required municipalities to commit to spend all collected development fees for affordable housing within four years of the date of collection.

[1] The Jacobson decision is also referred to in the 2024 FHA amendments providing that the decision "shall be referenced as to datasets and methodologies that are not explicitly addressed" in N.J.S.A. 52:27D-304.3 of the FHA.

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

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

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

HOUSING ELEMENT

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

- An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;

- A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development trends;

- An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;

- An analysis of the existing and probable future employment characteristics of the municipality;

- A determination of the municipality's present and prospective fair share of low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low and moderate income housing;

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

- An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission;

- An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

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

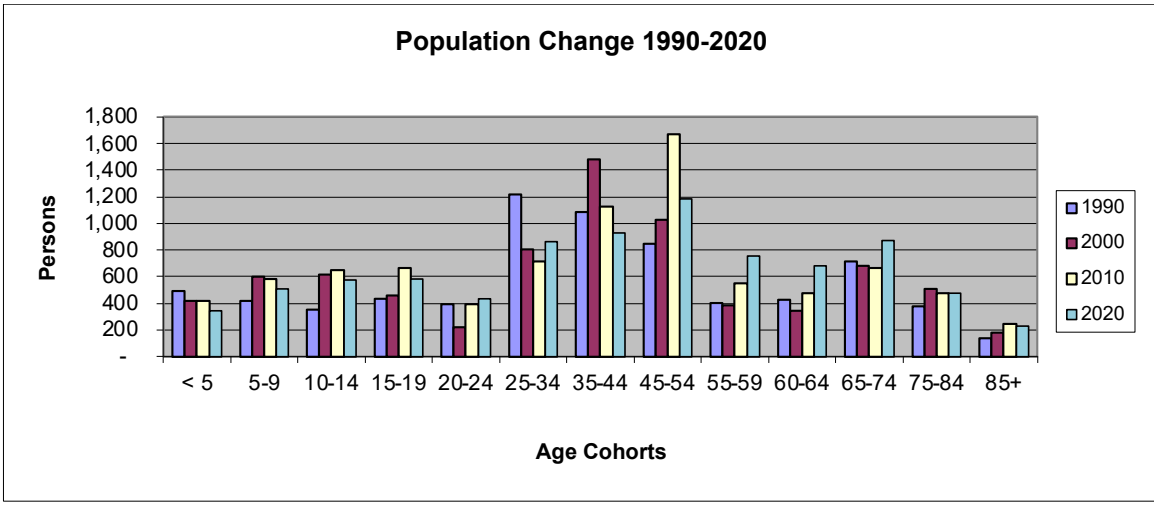
A Note on the Data: The following statistics and demographic data are derived from one of the following sources.
2023 American Community Survey 5-year Estimates: *The most up to date information is the American Community Survey (ACS) estimates, which are generated between the decennial censuses. ACS figures are based on data collected over a 5-year period.*
2020, 2010, 2000 and 1990 Census: *The 2020 Census is the most recent decennial census. This information is used when ACS information is unavailable, and sometimes for comparison.*
NJ Building Permit Data: *NJ reports building permits and certificates of occupancy issued for each municipality on a monthly basis.*

Demographic Analysis

The City of Northfield has seen a population increase over the past thirty years, with a 15.5% increase in total population. This primarily stems from the ten-year period from 2000 to 2010 where the population grew by 899 persons. Since 2010 the population has stabilized and showed a slight decline of 190 persons. The ACS 5-year estimates show that the population continues to remain steady reporting an estimated population of 8,427 persons.

Population Trends			
	City of Northfield	Atlantic County	New Jersey
1990	7,305	224,327	7,730,188
2000	7,725	252,552	8,414,350
2010	8,624	274,549	8,791,894
2020	8,434	274,534	9,288,994
1990 to 2000	5.7%	12.6%	8.9%
2000 to 2010	11.6%	8.7%	4.5%
2010 to 2020	-2.2%	0.0%	5.7%
1990 to 2020	15.5%	22.4%	20.2%

To understand the population changes it is helpful to look at both the changes over time to the different age-cohorts and the changes to the total housing units. We can see where the increase of population occurred in terms of age. The City saw a substantial jump in the 45-54 age-cohort from 2000 to 2010. This follows a similar increase ten-years prior from 1990 to 2000 in the 35-44 age cohort. There is also a sharp fall in the 45-54 age cohort from 2010 to 2020. The City's median age has also increased from 37.8 years in 1990 to 44.8 years in 2020, an increase of seven years in age. Looking at the 25 through 54 age cohorts you can see an aging of the population as each cohort increases over the 20-year period of 1990 to 2010.



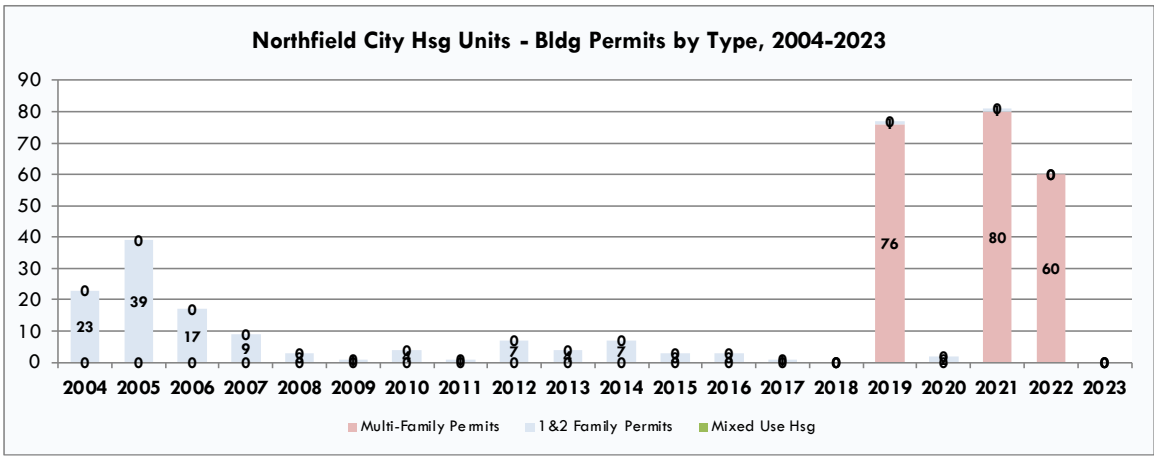
If you look at the total population change by age cohorts as shown in the table below from 1990 through 2020, the City has seen a general aging of the population. There was an 88% increase in the 55-59 age cohort and a 62% increase in the 85 and older age cohort.

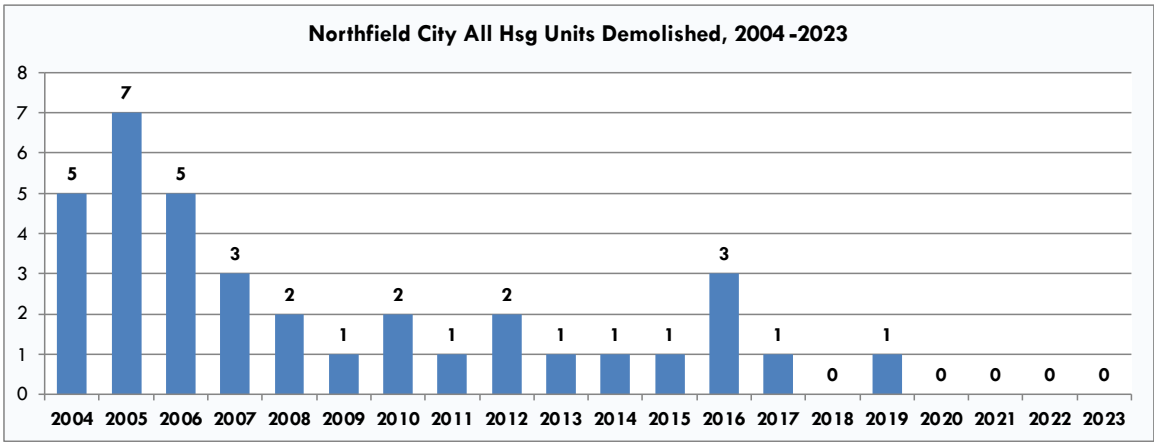
1990 - 2020 Population Profiles or Cohorts - City of Northfield								
Age	Population							
	Year				Population Change			
	1990	2000	2010	2020	1990 to 2000	2000 to 2010	2010 to 2020	1990 to 2020
< 5	494	417	417	345	-15.6%	0.0%	-17.3%	-30.2%
5-9	416	599	585	511	44.0%	-2.3%	-12.6%	22.8%
10-14	355	612	652	571	72.4%	6.5%	-12.4%	60.8%
15-19	436	463	663	585	6.2%	43.2%	-11.8%	34.2%
20-24	393	219	390	437	-44.3%	78.1%	12.1%	11.2%
25-34	1,221	804	712	861	-34.2%	-11.4%	20.9%	-29.5%
35-44	1,083	1,483	1,124	929	36.9%	-24.2%	-17.3%	-14.2%
45-54	848	1,030	1,671	1,182	21.5%	62.2%	-29.3%	39.4%
55-59	400	383	552	752	-4.3%	44.1%	36.2%	88.0%
60-64	427	342	473	681	-19.9%	38.3%	44.0%	59.5%
65-74	714	684	663	874	-4.2%	-3.1%	31.8%	22.4%
75-84	377	507	474	478	34.5%	-6.5%	0.8%	26.8%
85+	141	182	248	228	29.1%	36.3%	-8.1%	61.7%
18+	5,777	5,755	6,533	6,616	-0.4%	13.5%	1.3%	14.5%
62+	1,505	1,570	1,678	1,953	4.3%	6.9%	16.4%	29.8%
65+	1,232	1,373	1,385	1,580	11.4%	0.9%	14.1%	28.2%
Median Age	37.8	40.4	43.1	44.8	6.9%	6.7%	3.9%	14.0%

Correlating to the change in population is a similar change in the total number of housing units. From 1990 through 2020 the City saw a 17% increase in total housing units, a total of 483 new units. With an estimated household size of 2.54 persons per household per ACS 5-year estimates, this would account for an estimated 1,226 person change in population. This is higher than the actual reported population increase of 899 persons. In part this would be reflective of the new multi-family apartments which may have a lower household size.

Housing Trends			
	Housing Units		
	City of Northfield	Atlantic County	New Jersey
1990	2,826	106,877	3,075,310
2000	2,922	114,090	3,310,275
2010	3,260	126,647	3,553,562
2020	3,309	132,038	3,761,229
1990 to 2000	3.4%	6.7%	7.6%
2000 to 2010	11.6%	11.0%	7.3%
2010 to 2020	1.5%	4.3%	5.8%
1990 to 2020	17.1%	23.5%	22.3%

The State of NJ compiles reports of building permits issued for residential purposes which correlates with the census data and shows that housing growth was highest from 2004 through 2007 and then slowed until the growth in 2019 through 2022. The growth reported in 2019 through 2022 is related to the new multi-family housing development in Tilton Road. The tables below are sourced from the DCA Residential Development Viewer shows the total building permits and demolition permits issued for housing units in the City from 2004 through 2023.


Northfield City Hsg Units - Bldg Permits by Type, 2004-2023
90
80
70
60
50
40
30
20
10
0
2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Multi-Family Permits
1&2 Family Permits
Mixed Use Hsg


Northfield City All Hsg Units Demolished, 2004-2023
8
7
6
5
4
3
2
1
0
2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023

2020 Population by Categories						
	City of Northfield		Atlantic County		New Jersey	
	Persons	%	Persons	%	Persons	%
Total	8,434	100%	274,534	100%	9,288,994	100%
Sex						
F	4,418	52.4%	142,183	51.8%	4,770,289	51.4%
M	4,016	47.6%	132,351	48.2%	4,518,705	48.6%
Race						
White	6,669	79.1%	156,796	57.1%	5,112,280	55.0%
Black or African American	210	2.5%	41,519	15.1%	1,219,770	13.1%
Asian	467	5.5%	21,784	7.9%	950,090	10.2%
American Indian and Alaska Native	21	0.2%	1,253	0.5%	51,186	0.6%
Native Hawaiian and Other Pacific Islander	8	0.1%	342	0.1%	3,533	0.0%
Other	447	5.3%	27,192	9.9%	1,048,641	11.3%
Two or More Races	612	7.3%	25,648	9.3%	903,494	9.7%
Hispanic or Latino	974	11.5%	53,713	19.6%	2,002,575	21.6%
Age						
25-64	4,405	52.2%	140,922	51.3%	4,927,277	53.0%
65+	1,580	18.7%	51,975	18.9%	1,531,299	16.5%
Median Age	44.8	n/a	42.5	n/a	39.9	n/a

Housing Analysis

The most recent data available from the ACS 5 year estimates reflects the total year-round housing units of 3,447, slightly higher than what was reported in the 2020 Census. The City housing stock is primarily owner-occupied at 86.5% and 13.5% are rental units. Over 52% of all households are married couples and 27% are single-female households. The median housing value is $275,900 and the median gross rent is $1,554.

City of Northfield Housing Units by Tenant and Occupancy Status, 2020

Year Round Housing Units			Owner-occupied		Rental	
Occupied	Vacant	Total	No.	%	No.	%
3,116	193	3,309	2,696	86.5%	420	13.5%

Summary of Household Characteristics - City of Northfield 2020

	No. of Persons	% of Total
Total Populaton	8,434	
In Households	8276	98.13%
In Group Quarters	158	1.87%
Institutionalized	149	1.77%
Non-Institutionalized	9	0.11%
Total Households	3,116	
Married Couple	1,627	52.21%
Cohabitating Couple	195	6.26%
Single Male	445	14.28%
Single Female	849	27.25%

Selected Housing or Housing Related Characteristics (Occupied Units)					
	Median Value Housing (owner-occupied)	Median Gross Rent	Median Household Income	Value Income Ratio	Rental Vacancy Rate
City of Northfield	$275,900	$1,554	$104,042	2.65	4.8%
Atlantic County	$272,700	$1,325	$76,819	3.55	4.7%
Source: ACS 2023 5-year estimates					

Over 89% of the City's housing stock is single-family detached units. The housing stock is older with the majority of the units constructed before 1980. More than 50% of the total housing stock is fifty years of age or older. In general, the housing stock has a median room count of 6.6 per unit and over 77% have 3 or more bedrooms per unit. No units have more than 1.5 occupants per room.

Housing Units by Number of Units in Structure, City of Northfield		
Number of Units	Units	Percent of Total
1-unit, Detached	3,095	89.79%
1-unit, Attached	27	0.78%
2 units	41	1.19%
3 or 4 units	-	0.00%
5 to 9 units	25	0.73%
10 to 19 units	62	1.80%
20 or more units	197	5.72%
Mobile Home	-	0.00%
Other	-	0.00%
Total	**3,447**	
Source: ACS 2023 5-year estimates		

Northfield Housing Units by Age		
Year Built	**Units**	**Percent of Total**
2020 or later	9	0.26%
2010 to 2019	118	
2000 to 2009	255	7.40%
1990 to 1999	301	8.73%
1980 to 1989	390	11.31%
1970 to 1979	319	9.25%
1960 to 1969	750	21.76%
1950 to 1959	677	19.64%
1940 to 1949	152	4.41%
1939 or earlier	476	13.81%
Total	**3,447**	
Source: ACS 2023 5-year estimates		

Occupied Housing Units by Number of Rooms		
Rooms	**Housing Units**	**Percent of Total Housing Units**
1	-	0.0%
2	-	0.0%
3	67	1.9%
4	294	8.5%
5	446	12.9%
6	863	25.0%
7	771	22.4%
8	527	15.3%
9+	479	13.9%
Total	**3,447**	**100.0%**
Median Rooms	6.6	
Source: ACS 2023 5-year estimates		

Occupied Housing Units by Number of Bedrooms		
Bedrooms	**Housing Units**	**Percent of Total Housing Units**
No Bedrooms	-	0.0%
1-Bedroom	158	4.6%
2-Bedrooms	638	18.5%
3- Bedrooms	1,667	48.4%
4-Bedrooms	796	23.1%
5 + Bedrooms	188	5.5%
Total	**3,447**	100.0%

Source: ACS 2023 5-year estimates

Estimated housing values show that approximately 16% of all housing units have values less than $200,000, which would provide an opportunity for low- and moderate- income families. The new affordable rental units from the recently completed inclusionary development will add to the City's affordability ranges for housing. According to ACS 5 year estimates no units lack complete kitchen or plumbing facilities and all units are heated using common sources.

Housing Value, Owner Occupied Units		
Value	**Housing Units**	**Percent of Total Housing Units**
Less than $50,000	76	2.6%
$50,000 to $99,999	83	2.9%
$100,000 to $149,999	95	3.3%
$150,000 to $199,999	210	7.2%
$200,000 to $299,999	1,274	44.0%
$300,000 to $499,999	918	31.7%
$500,000 to $999,999	215	7.4%
$1,000,000 or more	26	0.9%
Total	**2,897**	100.0%
Median Housing Value	$ 275,900	
Source: ACS 2023 5-year estimates		

The City has limited vacant land to accommodate new development. However, the City has been working with developers and property owners to create new opportunities for affordable housing as discussed below. The City also expects to see scattered infill residential development.

Employment Analysis

The median household income in the City is $104,042, and the median family income is $119,181. The poverty rate in the City is around 4% for all persons and 2% for families.

Income Levels			
	City of Northfield		
	Households	Families	Non-Family
Median Income	$104,042	$119,181	$58,083
Mean Income	$144,081	$170,687	$73,148
Source: ACS 2023 5-year estimates			

Percent Distribution Persons and Families below Poverty Level				
	Population Below Poverty Line			Families Below Poverty Line
	All Persons	% of All Persons 18+ Years of Age	% of All Persons 65+ Years of Age	
City of Northfield	4.4%	9.9%	5.8%	2.3%
Atlantic County	13.1%	22.3%	10.0%	9.9%
New Jersey	9.8%	8.8%	9.5%	7.0%
Source: ACS 2023 5-year estimates				

Affordable housing units are required to be priced to be affordable to low- and moderate-income families. Northfield is located within Region 6 for the purposes of determining housing affordability. Income limits for households ranging from 1 person to 5 persons range from a household income of $20,655 for a one-person low-income family up to an income of $84,983 for a 5-person moderate income household. Household income reported in the City includes 31% of households with incomes which would fall into the affordable housing income levels.

Household Income	
	2020 Northfield Households
Less than $10,000	1.4%
10,000 - 14,999	4.3%
15,000 - 24,999	4.2%
25,000 - 34,999	3.5%
35,000 - 49,999	7.0%
50,000 - 74,999	16.0%
75,000 - 99,999	12.0%
100,000 - 149,999	18.7%
150,000 - 199,999	12.5%
2000,000 +	20.4%
Source: ACS 2023 5-year estimates	

2024 Affordable Housing Region 6 Income Limits					
	1 Person Household	**2 Person Household**	**3 Person Household**	**4 Person Household**	**5 Person Household**
Median Income	$ 68,852	$ 78,688	$ 88,524	$ 98,360	$ 106,228
Moderate Income(80% of Median)	$ 55,081	$ 62,950	$ 70,819	$ 78,688	$ 84,983
Low Income (50% of Median)	$ 34,426	$ 39,344	$ 44,262	$ 49,180	$ 53,114
Very Low Income (30% of Median)	$ 20,655	$ 23,606	$ 26,557	$ 29,508	$ 31,868
Source: Affordable Housing Professionals of NJ, April 12, 2024					

Of the population over the age of 16, 66% are in the labor force and 65% are employed. The fields of educational services, and health care/social assistance employs 29% of the population. Over 46% of the employed population work in management, business, science and arts.

NORTHFIELD EMPLOYMENT STATUS		
	Total	**Percent of Population 16 Years and Over**
Population 16 years and Over	7,143	100%
In Labor Force	4,703	65.84%
Civilian Labor Force	4,680	65.52%
Employed	4549	63.68%
Unemployed	131	1.83%
Armed Forces	23	0.32%
Not In Labor Force	2,440	34.16%
Source: ACS 2023 5-year estimates		

Employment by Industry, Civilian Employed population 16 years and over		
Occupation	**No. Persons**	**% Northfield**
Agriculture, Forestry, Fishing and Hunting, and Mining	12	0.26%
Construction	259	5.69%
Manufacturing	154	3.39%
Wholesale Trade	51	1.12%
Retail Trade	460	10.11%
Transportation and Warehousing, Utilities	192	4.22%
Information	49	1.08%
Finance and Insurance, and Real Estate and Rental and Leasing	180	3.96%
Professional, Scientific, and Management, and Administrative and Waste Management Services	488	10.73%
Educational Services, and Health Care and Social Assistance	1,335	29.35%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	782	17.19%
Other Services, except Public Administration	123	2.70%
Public Administration	464	10.20%
Total	**4,549**	**100%**
Source: ACS 2023 5-year estimates		

Employment by Occupation Civilian Employed population 16 years and over		
Occupation	**No. Persons**	**% Northfield**
Management, Business, Science, and Arts	2,123	46.67%
Service	997	21.92%
Sales and Office	909	19.98%
Natural Resources, Construction and Maintenance	327	7.19%
Production, Transportation & Material Moving	193	4.24%
Total	**4,549**	**100%**
Source: ACS 2023 5-year estimates		

Affordable Housing Obligation

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

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

Present Need/Rehab Obligation	10
Prior Round (1987-1999)	190
Round 3 Settlement (1999-2025)	89
Round 4 (DCA Calculations 2025-2035)	24
Total Obligation (New Units)	**303**

Present Need / Rehabilitation Component

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

Prior Round Component

The Prior Round obligation is the City's cumulative Round 1 and 2 affordable housing obligation for the years between1987 and 1999. The City's Prior Round obligation is **190**.

Round Three Component

Pursuant to a settlement agreement dated April 27, 2018, by and between Northfield and Fair Share Housing Center, the City's Third Round affordable housing obligation is **89** (per the Kinsey Report[2], as adjusted by FSHC settlement agreement, including the "Gap Period" between 1999 and 2015). The Third Round Prospective Need includes the so-called "Gap Period Present Need," which is a measure of households formed from 1999-2015 that need affordable housing, created by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

[2] David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, July 2015.

Round Four Component

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

On October 18, 2024, the Department of Community Affairs ("DCA") issued a report estimating the Fourth-Round affordable housing obligations for all municipalities based upon its interpretation of the standards of the Amended FHA. The City of Northfield adopted a binding resolution #53-2025 on January 21, 2025, committing to the DCA Fourth Round Prospective Need (New Construction) Obligation of **24**.

Vacant Land Adjustment

As part of the 2018 Plan the City prepared a Vacant Land Adjustment ("VLA") due to the lack of sufficient vacant, suitable land to fully-satisfy its Prospective Need obligations. A VLA requires an inventory of vacant parcels. Based upon the VLA approved in the 2018 Plan the City acknowledged a Realistic Development Potential ("RDP") of 18 units. Subtracting the 18-unit RDP from the City's Prospective Need Obligation of 89 results in a downward fair share adjustment of 71. This remainder of 71 is known as "Unmet Need," and is that portion of the obligation which cannot be satisfied due to the lack of available land.

In 2024 the city amended their approved Fair Share Plan to include a new parcel of land for affordable housing development. As part of this process the City updated their VLA to increase their RDP from 18 to 29 based on two newly identified properties that were not considered in the approved 2018 VLA. This resulted in a new Unmet Need of 60. The properties in the court-approved VLA as contributing to the City's RDP are in the table below.

VACANT AND UNDERUTILIZED PARCELS (ADJUSTED FOR WETLANDS)									
Block	Lot	Property Location	Owner's Name	Zone	Acreage	Acreage Less Wetlands	RDP @ 6 u/a	20% Set Aside	Comments
1	9 & 10	2713 ZION RD	CUMMINGS, BETTY J	R-1A	6.29		37.74	7.548	Bayview Garden Center
16.01	46.01	800 TILTON RD	NIKMEHR PROP.-GENUINE PARTS CO.	C-B	1.760	0.880	5.3	1.1	
41	13	NORTHFIELD AVE	SIGANOS REALTY, LLC	O-PB	0.422		7.5	1.5	Adjoining Parcels
41	14	NORTHFIELD AVE	SIGANOS REALTY, LLC	O-PB	0.424				
41	15	407 NORTHFIELD AVE	RICHARD SIMON,TRUSTEE	O-PB	0.399				
66	11	DOLPHIN AVE	CITY OF NORTHFIELD	R-1	1.1		13.5	2.7	
69	1.02	605 DOLPHIN AVE	CITY OF NORTHFIELD	S.C.	1.15				
59	2.01	807 TILTON RD	PINCHUS KIEJDAN ESTA MARITAL TR B	R-C	4.450		26.7	5.3	
150	1	DOLPHIN AVE	COUNTY OF ATLANTIC	R-1	4		24.0	4.8	
34	24	OAK AVE	JEWISH COMMUNITY PROPERTIES, INC.	R-C	4.6		27.6	5.5	
				Totals	24.595	0.880	142.3	28.5	

In accordance with the 2024 amendments to the FHA, the City has prepared an updated VLA which identifies any new vacant contiguous parcels of land in private ownership which are of a size that would be suitable to accommodate five or more housing units. The municipality utilized the zoning density of 6 units per acre to determine if the site was suitable for development and contributing to their RDP. The updated VLA continues to utilize a density of 6 units per acre in the City, due to the Court's prior approval of this density in the City's Court-approved Third-Round Plan, both as approved in 2018 and amended and approved by the Courts in 2024.[3] No significant changes in density have occurred within the City since the Court's approval

[3] In accordance with the 2024 FHA amendments, N.J.S.A. 52:27D-310.1.1.c – vacant contiguous parcels of land in private ownership of a size which would accommodate fewer than five dwelling units based on appropriate standards pertaining to housing density. The City utilized a density of 6 units per acre as was utilized in their Round-Three VLA. This is higher than the permitted density in the City's primary residential zoning districts.

of the 6 units per acre presumptive density. A review of all vacant parcels as of March 2025 were compiled and compared to those identified in the 2018 VLA and 2024 Amended VLA. There were no new vacant parcels identified which would add to the City's RDP. The following table identifies all newly identified vacant properties.

NEWLY IDENTIFIED VACANT PARCELS - MARCH 2025*							
Block	Lot	Property Location	Owner's Name	Zone	Acreage	Yied at 6 u/a	Notes
1	11	2701 ZION RD	CUMMINGS FAMILY LLC	R-1A	0.35	2.1	Parcel is too small to add to RDP
40	31	NEW RD & BURTON AVE	MARINCSIN, JOSEPH & NAM I WOO	R-1	0.29	1.74	Parcel is too small to add to RDP
42	8	517 BANNING AVE	BUNTING HEALTH CENTER LLC	O-PB	0.14	0.84	Parcel is too small to add to RDP
67	9	MAPLE AVE	COHEN, ARIANNE R & MATTHEW S	R-1	0.062	0.372	Parcel is too small to add to RDP
67	10	MAPLE AVE	COHEN, ARIANNE R & MATTHEW S	R-1	0.21	1.26	Parcel is too small to add to RDP
68	19, 20, 21	305 NEW RD	305 NEW ROAD,LLC	O-PB	0.34	2.04	Parcel is too small to add to RDP
95	2	1717 ZION RD	BOURNE PERFECT LLC		0.38	2.28	Parcel is too small to add to RDP
* The above includes those vacant parcels that were not listed and identified in the 2018 and 2024 Court-approved VLA							

Land Use Analysis

The City has conducted an exhaustive review of all available vacant and underutilized parcels through their approved Vacant Land Adjustment. The City has given consideration to those sites which would be suitable for affordable housing purposes. The City has also reviewed all municipal owned parcels and is proposing a new affordable housing development on an unrestricted City owned property along Dolphin Avenue.

Consistent with smart growth principles, the City has chosen to intersperse affordable housing throughout existing residential neighborhoods in the City and in proximity to transportation corridors including the N.J. Transit bus service stops, U.S. Route 9 (New Road) and County Route (Tilton Road), which is a major county roadway traversing across the County from the City of Northfield to the Township of Galloway. These areas of the City provide the greatest number of employment opportunities and services. The developed portions of the City (excluding the marshlands) are within the State Planning Area 1, which is conducive and appropriate for development.

Multigenerational Family Housing Analysis

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

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

A review of 2020 Census data shows that 4.5% of the occupied housing units in the City contain three plus generations of families. The City of Northfield is an older suburban community and recognizes the needs of older residents who want to age in place or continue to live independently in the City where they raised their families. The City has created opportunities for new age-restricted apartment housing with affordable housing units. The City ordinances do not prohibit the creation of extra living space for family members, provided they are part of the same housekeeping unit.

Regional Planning Analysis

The Office of Planning Advocacy and the State Planning Commission are currently in the process of Cross Acceptance to adopt the 2024 State Development and Redevelopment Plan (SDRP). This is the first update to the 2001 SDRP. In both the 2001 and 2024 SDRP the City of Northfield's developable land areas are within a Metropolitan State Planning Area (PA1). Along the City's eastern border, a portion of the City is within the Environmentally Sensitive Planning Area (PA5), which is consistent with the marshland areas of the municipality. No development is proposed or possible in the PA5 areas. The PA5 area accounts for less than 10% of the total land area.

As an older suburban community, the City is primarily built-out. The City has infrastructure for water and sewer and has approved stormwater management ordinances in accordance with the NJ DEP requirements. The City has access to public transportation through the New Jersey Transit bus services. In the 2024 Draft SDRP the PA1 Planning Area is intended to

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

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

These intentions have been embodied in the City's planning efforts, specifically through their affordable housing planning and master planning efforts. The City has limited vacant land that can be developed, the majority of new development is rooted in the reuse and redevelopment of previously utilized properties. The City continues to look at their zoning to encourage the redevelopment and improvement of older facilities and properties while balancing the character of their community.

FAIR SHARE PLAN

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

Affordability Requirements

Affordable housing is defined under New Jersey's Fair Housing Act as a dwelling, either for sale or rent that is within the financial means of households of low or moderate income as income is measured within each housing region. The City of Northfield is in Region 6, which includes Atlantic, Cape May, Cumberland and Salem counties. Moderate–income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. As required by the amended FHA (Roberts bill), there is also included a very low-income category, which is defined as households earning 30% or less of the regional median income.

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

70% of the median income. The average sale price must be affordable to a household that earns no more than 55% of the median income.

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

Affordable Housing Plan

The following amends in part the City's approved Third Round Plan and incorporates provisions to address the City's new Fourth-Round obligations.

Rehabilitation Obligation/Present Need:

The City's Present Need obligation is **10-units**. As it did in its Court-approved Third-Round plan, the City's rehabilitation obligation is being addressed through the Atlantic County Improvement Authority ("ACIA") through their "Owner Occupied Housing Rehabilitation Program." The ACIA uses federal Community Development Block Grant (hereinafter "CDBG") funds as well as prior rehabilitation funds paid back at the time of a home sale to operate a county-wide housing rehabilitation program. This program provides deferred loans for property owners that meet the required income limits. To qualify property owners must also demonstrate that the home is properly insured and the municipal taxes are paid up to the current quarter. The program requires that a household's income not exceed 80% of the median income for Atlantic County in accordance with HUD published Section 8 income guidelines. If qualified a homeowner can use a deferred loan for basic rehabilitation needs

including plumbing, heating, electric, roof, windows, doors, insulation and exterior repair and painting.

From April of 2010 through December of 2024, the ACIA in cooperation with the City of Northfield had rehabilitated six (6) units within the City. The City's Fourth-Round rehabilitation obligation will be handled through the continued participation in the County-wide program. A list of all units which were rehabilitated from 2010 through 2024 is included in the Appendix.

Prior Round:

As set forth above, the City of Northfield has addressed their Prior Round (1987-1999) obligation of **190** as per the City's Court approved housing element and fair share plan dated January 22, 2015. This plan was amended as part of the City's Third-Round settlement agreement and approved by the Court in its 2018 Judgment of Compliance and Repose (JOR) and again in the City's 2024 Amended JOR. In order to effectively address the City's total affordable housing obligation, the components addressing the prior round will be amended as follows below, utilizing all Court-approved projects from the City's Third Round plans, as amended in 2024.

Bonus credits are permitted for rental units, up to 25% of the City's Prior Round obligation in accordance with N.J.A.C. 5:93-5.15(a). As such the City is permitted to take a bonus credit for a maximum of 47 credits. Additionally, in accordance with N.J.A.C. 5:93-5.14(a)1, the City is permitted to include up to 25% of the total Prior Round obligation (less prior cycle credits) as age-restricted housing units, for a maximum of 47 units.

The following Table summarizes the Prior Round Obligation Components as amended:

Northfield Prior Round Plan Obligation - 190	Rental	Senior	Family	Units	Bonus Credits	Total Credits
Inclusionary Development Credits						
MGS Development Cresson Avenue	x		x	28	28	56
AC Country Club			x	47		47
Special Needs Housing Credits						
Career Opportunity Development – 322 Shore Road	x		x	4	4	8
Butterfly Properties – 116 Oakcrest	x		x	3	3	6
Community Quest 2026 Cedarbridge Road	x		x	3		3
Caring Inc 103 E Mill Road	x		x	6		6
Caring Inc 120 E Mill Road	x		x	5		5
100% Affordable						
Camden Diocese	x	x		47	12	59
			Total	**143**	**47**	**190**

Third Round:

Pursuant to the FSHC agreement referenced above, the City's Third Round affordable housing obligation is **89**. The Third Round Prospective Need includes the so-called "Gap Period Present Need," which is a measure of households formed from 1999-2015 that need affordable housing, created by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

The City prepared a Vacant Land Adjustment in their Court approved Third-Round plan which created an RDP of 18 units. As noted earlier, the approved VLA was amended and approved by the Court in 2024 and increased the third-round **RDP to 29** resulting in a new **Unmet Need of 60**.

Bonus credits are permitted for rental units up to 25% of the City's RDP in accordance with N.J.A.C. 5:93-5.15(a). As such the City is permitted to take a bonus credit for a maximum of 7 credits. Additionally, in accordance with N.J.A.C. 5:93-5.14(a)2, the City is permitted to include up to 25% of the RDP as age-restricted housing units, for a maximum of 7 units.

The following table addresses how the City will satisfy its Third-Round RDP obligation, as previously approved by the Court in the City's 2024 Amended Housing Element and Fair Share Plan.

Northfield Third Round Prospective Need Plan RDP – 29	**Rental**	**Senior**	**Family**	**Units**	**Bonus Credits**	**Total Credits**
Inclusionary Development Credits						
MGS Development Cresson Avenue	x		x	12	7	19
100% Affordable						
Camden Diocese	x	x		7		7
Municipally Sponsored						
Habitat for Humanity – Dolphin Avenue			x	3		3
			Total	**22**	**7**	**29**

Northfield Third Round Prospective Need Plan Unmet Need – 60	Rental	Senior	Family	Units	Bonus Credits	Total Credits
Inclusionary Development Credits						
Mason Properties Wabash Avenue	x	x		12		12
AC Country Club			x	15		15
Tilton Road Mixed Use			x	9		9
St Gianna Parish Overlay		x		20		20
Mandatory Set-aside Ordinance				varies		varies
100% Affordable						
Camden Diocese	x	x		11		11
			Total	**67**	**0**	**67**

The City will continue to address their Unmet Need with existing set-aside ordinances and overlay zones as provided for herein.

Fourth Round Prospective Need:

The Department of Community Affairs (DCA) for the State of New Jersey has calculated proposed new affordable housing obligations for each municipality for Round 4 (2025 through 2035). The City's Fourth-Round affordable housing obligation is **24**.

The City has an approved Vacant Land Adjustment in their Court-approved Third-Round plan which created an RDP of 29. A review of the 2025 tax records identified several new vacant parcels, all of which were of insufficient size to create an RDP. As such, the City's Fourth Round **RDP is 0 with an Unmet Need of 24.**

When a Fourth-Round plan includes a VLA, the components of the Fair Share Plan are required to include an identification of parcels which are likely to redevelop over the next ten years which would provide for up to 25% of the City's Fourth-Round RDP. (FHA 52:27D-310.1) This would require a total of **0 credits** as the City's Fourth-Round RDP is zero**.** However, the City has provided for credits to the Fourth-Round RDP from the Habitat and Camden Diocese project and utilized transitional housing credits for a total of 19 housing unit credits, meeting this requirement. The City has also maintained their mandatory set-aside ordinance in the event of new development opportunities.

The amendments to the FHA for a Fourth-Round plan require a municipality provide 50% of actual affordable units, exclusive of any bonus credits, available to families with children. Additionally, at least 25% of actual units, exclusive of bonuses, are required to be rental units, of which of which 50% of the rental units are to be available to families with children. (N.J.S.A. 52:27D-311.l) The proposed mechanisms for the Unmet Need includes nine (9) family units from the Habitat development. If units are developed through the Unmet Need components the City will ensure that they include family rental units where appropriate.

The 2024 amendments to the FHA included a new component for "Transitional Housing" which can account for up to 10% of a Fourth-Round obligation. The FHA defines "Transitional Housing" which may qualify for affordable housing credits. Within the City there are several Cooperative Sober Living Residence (Class F Rooming House) that have been licensed by the State Department of Community Affairs under N.J.S.A. 55:13B-1, et seq. While there are seven facilities with 31 total bedrooms, the City may only take credit for 3 bedrooms under the 10% cap.

The City will maintain the mandatory set-aside ordinance as provided for in the Third-Round to address the remaining Unmet Need.

The following table addresses Fourth-Round credits which will address the City's Fourth-Round Unmet Need.

Northfield Fourth Round Prospective Need Plan RDP – 0 Unmet Need – 24	**Rental**	**Senior**	**Family**	**Units**	**Bonus Credits**	**Total Credits**
Transitional Housing						
Atlantic Sober Living 311 New Road – Class F	x			3		3
Municipally Sponsored						
Habitat for Humanity Dolphin Avenue			x	9	6	9
100% Affordable						
Camden Diocese	x	x		7		7
Inclusionary Development						
AC Country Club			x	10		10
			Total	**29**		**29**

Bonus credits are permitted for units in the Fourth Round in accordance with the amended FHA under N.J.S.A. 52:27D-311.k. The City is permitted to utilize up to six (6) bonus credits and proposes to apply these to the Habitat for Humanity project. More specifically, this is a 100% affordable housing project which the City is contributing to the costs of development with property and funds from the AHTF. Under N.J.S.A. 52:27D-311.k(8) the City is permitted one bonus credit for each unit up to 25% of the total Fourth-Round prospective need, allowing for the six (6) bonus credits. The City reserves the right to apply bonus credits in the future if they become available.

Unfulfilled Prior Round (1987 through 2025)

The mechanisms identified in Northfield's Court approved FSP plan included several components which were not completed. In accordance with the requirements of the Amended FHA, the City evaluated these Court-approved mechanisms and have determined that they remain viable mechanisms to remain in the City's plan and are discussed below.

Atlantic City Country Club – 72 units

This parcel is located along Shore Road and consists of 225 acres, of which approximately 110 acres are considered uplands. The site is currently zoned Country Club C-C, permitting a golf course and single-family residential dwelling units. The zoning district also permits a Country Club Community as a permitted conditional use. The Country Club Community would permit a combination of golf course, single-family residential on one-acre lots, golf villas and golf suites for a maximum of 62 golf-villas, 50 golf-suites and 13-single-family dwelling units.

The City amended the existing Country Club Community standards to permit increased residential densities with an affordable housing set-aside. The ordinance restricts the residential development to areas on Block 175, Lot 48 and Block 179.01, Lot 1.01. The ordinance maintains the golf-course and club house. The zoning would permit up to 360 residential units as a combination of golf villas and townhouse units. The golf suites would continue to be a permitted use separate from the golf villas. It is estimated that the areas available for development consists of approximately 21+/- acres. The residential density on the 21 acres (excluding the balance of the 18-hole golf course) would be 17 units per acre. This would permit up to 72 affordable housing units with a 20% set-aside. Forty-seven (47) of these credits would be

applied to the Prior Round obligation with the balance being utilized to satisfy the City's Unmet Need.

The Atlantic City Country Club is under private ownership. It was founded in 1897 and is known as "The Birthplace of the Birdie" as well as being where the term "Eagle" was coined. (www.accountryclub.com *Course History*) The City recognizes the importance of the golf course and its future success. The City wants to see the golf course preserved as a fundamental part of the community. The proposed ordinance would not eliminate the 18-hole course but allow for added development along its fringe areas.

Tilton Road Mixed Use – 9 units

This parcel is a combination of two properties located on Block 16.01, Lots 52 and 57 and consists of 15.51 acres. The site is currently zoned Regional Commercial R-C, permitting non-residential development. This zoning district also permits Residential Senior Housing as a permitted conditional use. As a conditional use a property of at least 7 acres may create a Planned adult development with a density of 12 units per acre. The zoning also permits Mid-Rise Senior Citizen Housing as a conditional use on lots of 15 acres at a density of 15 units per acre. Both conditional uses require a 20% set-aside for low/moderate income housing.

The City rezoned this parcel as an overlay for Affordable Housing as part of a mixed-use development with a density of 2.6 units per acre on September 25, 2018 by Ordinance No 7-2018. The site would accommodate up to 40 multi-family housing units with an affordable housing set-aside of 20% or 8 units. The zoning would also permit first floor commercial/office space. The City currently does not permit multi-family residential housing as a mixed use. The overlay zone will offer additional opportunities for development that would not otherwise exist. The ability to create multi-family housing with first floor commercial provides incentives making the new

land use more attractive and feasible on this property. This zoning was approved by the Court in both its 2018 and 2024 Third Round plans.

This plan amends the total lots and adds the adjoining lot 56 into the overall site as part of the Tilton Road Mixed Use zone noted below. This would add an additional 0.69 acres to the tract area and provide for an additional affordable housing unit. The addition of this parcel will create a larger tract and would improve the viability of the proposed mixed-use zoning designation. The tax map showing all three lots is located in the Appendix.

A portion of this property is impacted by wetlands and additional investigations will need to be completed to determine the useable building envelope. However, given the permitted site coverages under the CAFRA regulations and the location of the property along a commercial corridor, the mixed-use development zoning provides an improved opportunity for development.

The site will also continue to permit the age-restricted housing development as a permitted conditional use. The requirements of the existing ordinance for the conditional use development includes a 20% affordable housing set-aside. In this development scenario the site could accommodate a greater housing density but no commercial space. The City reserves the right to review the appropriateness of the age-restricted conditional use standards at a later date.

The site is located on the City's primary commercial corridor, Tilton Road. It is bordered to the north by a newly constructed office building. The southern side of the site includes various non-residential land uses including a small shopping center with a lawn and garden contractors yard in the rear. Opposite the site on the eastern side of Tilton Road is a larger shopping center. To the rear of the shopping center is the recently zoned affordable housing site for MGS properties.

Mason Properties (Mill Road/Wabash Avenue) – 12 units

This parcel is located on Block 92, Lots 25, 28, 29, 33 & 34 and Block 52, Lot 4.01. The property contains a non-conforming business operation of a construction company. The uses on the property include an office, shop and storage building as well as an outside storage yard for equipment and materials. The site is bordered to the west by the City Library and the local bike path runs along the street frontage just opposite the site on Wabash Avenue. The surrounding neighborhood includes single-family detached dwelling units on lot sizes that range from 8,000 square feet to 13,000 square feet (approximately).

The City created a new zone on this parcel, Affordable Housing 1-Age Restricted district (AH1-AR) with a density of 12 units per acre. The site would accommodate a minimum of 80 units of which 12 would be affordable housing units using a set-aside of 15%. This zoning is generally consistent with the existing permitted conditional use standards. The site has been approved for development by the Planning Board; however, construction has not begun. The site is the subject of a Memorandum of Understanding, and the City is continuing to work with the property owner to facilitate the proposed development. This proposed project was approved by the Court in both its 2018 and 2024 Third Round plans.

Elements Satisfying Obligation

City Owned Site/Habitat for Humanity – 12 units

This site was included in the City's Court-approved Amended 2024 Fair Share Plan. The City has entered into an agreement with Habitat for Humanity to develop the property with up to twelve (12) affordable family units in the form of twins. The City is working with Habitat to approve a subdivision plan creating these lots, which is expected to be filed and approved in 2025.

The property is City owned and contains just over 2 acres along Dolphin Avenue and Harvey Drive on Block 66, Lot 11 and Block 69, Lot 1.02. The two parcels are not contiguous. The parcel along Harvey Drive is wooded and is bordered by a single-family dwelling on the north and west. Opposite the site on the east side of Dolphin Avenue is the Atlantic County public works yard. The parcel on Dolphin Avenue is also wooded and is completely surrounded by the Atlantic County public works yard.

Block 66, Lot 11 is located at the corner of Harvey Drive and Dolphin Avenue and contains one acre of land. Block 69, Lot 1.02 is located along Dolphin Avenue and contains 1.12 acres of land. The development plan proposes to provide for up to 12 affordable housing units. This would be achievable through partnership with Habitat for Humanity.

> *Site Suitability Analysis – City Owned Site -* Site Suitability is addressed in COAH's Second Round regulations at N.J.A.C. 5:93-5.3. The criteria under which a site is to be evaluated includes a finding that the site is available, approvable, developable and suitable as defined in N.J.A.C. 5:93-1.

- *"Available site" means a site with clear title, free of encumbrances which preclude development for low- and moderate-income housing.*
  - This site belongs to the City of Northfield. The City is in the process of entering into an agreement with Habitat for Humanity for the development of the property with affordable housing units.
- *"Approvable site" means a site that may be developed for low and moderate income housing in a manner consistent with the rules and regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low and moderate income housing.* – This site is zoned for single-family housing units. A zoning amendment will be required to provide for the proposed development of three duplexes on each of the two parcels. This amendment is recommended as part of the amended Fair Share Plan. The developed areas of the City of Northfield, where this site is located, are in a State Planning Area 1, Metropolitan (PA1). The State Plan encourages development in the PA1 and PA2 areas.
- *"Developable site" means a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable area wide water quality management plan (including the wastewater management plan) or is included in an amendment to the area wide water quality management plan submitted to and under review by DEP.* – The site has access to public water and sewer and is consistent with the approved Atlantic County water quality management plan.
- *"Suitable site" means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.* –The site is surrounded by moderate density single-family housing in

Northfield and is also adjacent to the city public works facility. The site is also proximate to Route 9 and public bus transportation. In terms of the environmental policies at N.J.A.C. 5:93-4 the site development area is not impacted by wetlands, flood hazard areas or steep slopes. The development will require some tree removal but there are no known environmental constraints to the proposed development.

Camden Diocese – 72 units

This property was included in the 2024 plan amendment to provide affordable housing on land owned by Atlantic County in cooperation with the Camden Diocese, which was approved by the Court and included in the City's 2024 Amended JOR. The property is identified as Block 150, Lot 1 and is located along Dolphin Avenue. This is a larger property of 28 +/- acres which is home to the Meadowview Nursing and Rehabilitation Center, owned and operated by Atlantic County. The Camden Diocese would be purchasing approximately 2.5 acres of land from the County to provide for up to 72 age-restricted rental affordable housing units in a 100% affordable housing project. The City adopted a zoning ordinance to provide for this proposed development.

Site Suitability Analysis – Camden Diocese - Site Suitability is addressed in COAH's Second Round regulations at N.J.A.C. 5:93-5.3. The criteria under which a site is to be evaluated includes a finding that the site is available, approvable, developable and suitable as defined in N.J.A.C. 5:93-1.

- *"Available site" means a site with clear title, free of encumbrances which preclude development for low- and moderate-income housing.*

- This site belongs to the County of Atlantic. The County has agreed to subdivide up to 4 acres from the existing parcel to provide for the proposed development by the Camden Diocese.

- *"Approvable site" means a site that may be developed for low and moderate income housing in a manner consistent with the rules and regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low and moderate income housing.* – This site requires a zoning amendment to provide for the proposed development. This amendment is recommended as part of the amended Fair Share Plan. This is a developed site with adequate room available to provide for the proposed affordable housing development. The developed areas of the City of Northfield, where this site is located, are in a State Planning Area 1, Metropolitan (PA1). The State Plan encourages development in the PA1 and PA2 areas.

- *"Developable site" means a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable area wide water quality management plan (including the wastewater management plan) or is included in an amendment to the area wide water quality management plan submitted to and under review by DEP.* – The site has access to public water and sewer and is consistent with the approved Atlantic County water quality management plan.

- *"Suitable site" means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.* – This site is part of a larger County owned property which includes the Meadowview Nursing and Rehabilitation Center. The site is also surrounded by

moderate density single-family housing in Northfield and in the abutting City of Pleasantville. The site is also proximate to Route 9 and public bus transportation as well as having access to the County transportation system for senior citizens. In terms of the environmental policies at N.J.A.C. 5:93-4 the site development area is not impacted by wetlands, flood hazard areas or steep slopes. The proposed development is on an area of the tract which is generally cleared of trees and proximate to the current site improvements. The development will share a common access drive with the Meadowview Nursing facility.

Overlay Zone – St. Gianna Beretta Molla Parish – 20 units

The City created an overlay zone for Block 40, Lots 28, 29 & 40 (St. Gianna Beretta Molla Parish) to permit the development of complimentary housing options. This site is currently developed with the existing parish, rectory and associated improvements. The overlay zoning permits the creation of an inclusionary or 100% affordable age-restricted development, independent living or congregate care/assisted living facility. The total site is 14.4 acres with approximately 6 acres available for development. The ordinance permits the housing to be developed in addition to the existing church campus. The site is permitted to create at least 100 units/beds with 20 affordable units. The zoning permits 100% affordable or market-rate with a minimum 20% set-aside. The market-rate would allow a density to support a minimum of 20 affordable housing units. Since the Catholic Church owns the site it is feasible to permit a 100% affordable development which could generate additional housing credits. This overlay was approved by the Court in both the City's 2018 and Amended 2024 Third Round plans.

Transitional Housing – 3 credits

The 2024 amendments to the FHA included a new component for "Transitional Housing" which can account for up to 10% of a Fourth-Round obligation. The FHA defines "Transitional Housing," which qualify for affordable housing credits. The term means temporary housing which meets the following criteria:

- Includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements;
- Provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing;
- Is licensed by the department (DCA); and
- Allows households to remain for a minimum of six months.

While there are seven facilities with 31 total bedrooms, the City may only take credit for 3 bedrooms under the 10% cap. The facilities are identified below and copies of all licensing are included in the Appendix.

Transitional Housing Facilities	**Bedrooms**
Stop the Heroin 502 Burton Avenue – Class F	6
Stop the Heroin 590 Maple Avenue – Class F	5
Stop the Heroin 517 Pine Street – Class F	6
Atlantic Sober Living 311 New Road – Class F	3
Atlantic Sober Living 650 Hollywood Drive – Class F	3
Atlantic Sober Living 418 Dolphin Avenue – Class F	3
Shoova House LLC 13 Golfview Drive – Class F	5

Overlay Zone – City Wide

The City adopted a municipal-wide ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance do not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. This ordinance remains in full force and effect and was approved by the Court in both the 2018 and Amended 2024 Third Round plans.

Miscellaneous Provisions

The City has provided for affordable housing opportunities under the existing zoning for age-restricted developments. In the R-1 and the RC zones the City permits a Planned Adult Community with 12 units per acre with a 20% low- and moderate-income set aside. The same districts also permit a mid-rise age-restricted development of 15 units per acre with a 20% low- and moderate-income set aside. These conditional uses will remain in the ordinance, continuing to provide future affordable housing opportunities.

Very Low-Income Units

Very Low-income housing is affordable to those households with a gross household income of 30% or less of the median gross household income in the region. In 2008 the FHA was amended to include a requirement that at least 13% of all

affordable housing units be very low-income units[4]. The 2024 amendments to the FHA added a provision that at least half of the very low-income units be available to families with children. This would apply to the City's Fourth-Round obligation.

The City is required to provide 13% of their total affordable housing units in their Third and Fourth-Round plans as very-low-income units. With a Third-Round RDP of 29 and a Fourth Round RDP of zero, the total very low-income units required are 4.

It is proposed that a portion of these units be addressed in the Camden Diocese project. At least 2 units are required to be family units. The City proposes to include these units in either the Habitat development, by using AHTF to buy-down units or in the event another affordable family unit development progresses on one of the zoned sites the City will ensure to require the 2 very-low-income family units.

Phasing Plan for Affordable Housing Units[5]

The City has unbuilt units satisfying their Third and Fourth-Round RDP. The Unmet Need units will come online as the developments progress but are not included in the phasing schedule. The development of these units are subject to market conditions. The City anticipates that the identified projects in the RDP for both rounds will be developed in accordance with the following schedule:

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

[5] Phasing is estimated and may not reflect changes to market conditions which will impact the proposed developments.

Program	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Camden Diocese		40	32							
Habitat Site	4	4	4							
AC Country Club					10	10	10	10	10	
Total	**4**	**44**	**36**	**0**	**10**	**10**	**10**	**10**	**10**	**0**

Bonus Provisions

For the Prior Round and Third-Round plan, in accordance with N.J.A.C. 5:93-5.15, the municipality intends to take bonus credits for up to 25% their total obligation as provided for in the Court-approved Third-Round plan. The projected rental bonus would account for up to 94 credits.

Bonus credits are permitted for units in the Fourth Round in accordance with the amended FHA under N.J.S.A. 52:27D-311.k. for up to 25% of the total Fourth-Round prospective need, allowing for six (6) bonus credits. The City reserves the right to apply additional bonus credits in the future if they become available.

Affordable Housing Trust Fund

City of Northfield adopted an affordable housing trust fund ordinance in accordance with affordable housing regulations for the purposes of funding affordable housing activities on October 17, 2017, under Ordinance 15-2017. As of May 31, 2024 the balance of the AHTF was $110,736. A Spending Plan will be completed to provide for the expenditure of funds.

Cost Generation

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

Monitoring

The City of Northfield shall complete all required annual monitoring reports for the municipality's Affordable Housing Trust Fund and of the affordable housing units and programs in accordance with the FHA regulations and requirements. In fact, the municipality has complied with all current AHMS reporting deadlines to date, as set forth in the Amended FHA. Northfield's Municipal Housing Liaison has access to the AHMS and has been regularly inputting the required monitoring data as it becomes available.

Fair Share Ordinance and Affirmative Marketing

The City of Northfield on September 11, 2018 by ordinance 6-2018 and in accordance with the City's Court-approved Fair Share Plan, adopted an Affirmative Marketing and Fair Share Ordinance in accordance with N.J.A.C. 5:93 et seq., and UHAC at N.J.A.C. 5:80-26[6]. The City's Fair Share Ordinance will govern the

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

administration of affordable units in the City as well as regulating the occupancy of such units. The Fair Share Ordinance covers the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and sales prices, affirmative marketing, income qualification and the like. The costs of advertising and affirmative marketing of the affordable units (including the contract with the Administrative Agent) shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City.

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 City. 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 #6, consisting of Atlantic, Cape May, Cumberland and Salem 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 with N.J.A.C. 5:80-26. All newly created affordable units will comply with the affordability controls required by the FHA and UHAC. This plan must be adhered to by all private, non-profit or municipal developers of affordable housing units and must cover the period of deed restriction or affordability controls on each affordable unit. The costs of implementing the affirmative marketing plan (i.e., the costs of advertising the availability of affordable units, contract with the Administrative Agent, etc.) are the responsibilities of the developers of the affordable units. This requirement will be included in the City's fair share ordinances and shall be a condition of any municipal development approval.

Conclusion

There are limited remaining opportunities to create affordable housing in the City given the scarcity of vacant or underutilized parcels. Despite this, the City proposes to meet its Prior Round affordable housing obligation through various mechanisms as demonstrated herein. The City also recognizes there is a need to provide future opportunities for affordable housing and therefore has revised portions of the existing zoning ordinance to ensure larger residential developments provide affordable housing

APPENDIX A – Northfield DJ Complaint

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

APPENDIX C – Northfield Rehab Units

APPENDIX D – Tilton Road Mixed Use Tax Map

APPENDIX E – Tilton Road Mixed Use Amended Zoning Ordinance

APPENDIX F – Transitional Housing Licenses (To Be Provided)

APPENDIX A

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
(732) 612-3100
By: Nancy L. Holm, Esq. (Attorney ID: 013442006)
Attorneys for Declaratory Plaintiff, City of Northfield

IN THE MATTER OF THE APPLICATION OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, STATE OF NEW JERSEY	**SUPERIOR COURT OF NEW JERSEY** LAW DIVISION: ATLANTIC COUNTY DOCKET NO.: ATL-**L-**____ CIVIL ACTION AFFORDABLE HOUSING DISPUTE RESOLUTION PROGRAM PER DIRECTIVE # 14-24 **COMPLAINT FOR DECLARATORY RELIEF PURSUANT TO AOC DIRECTIVE # 14-24**

Declaratory Plaintiff, the City of Northfield, County of Atlantic, State of New Jersey (hereinafter, "Northfield" or the "City"), a municipal corporation of the State of New Jersey, with principal offices located at 1600 Shore Road, Northfield, New Jersey 08225, by way of this Declaratory Judgment Action ("DJ Action") as authorized under Directive # 14-24 of the Administrative Office of the Courts ("AOC") alleges and says:

Background

1. The City of Northfield is a municipal corporation of the State of New Jersey.

2. The Planning Board of the City of Northfield (hereinafter, "Planning Board") is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., ("MLUL"), and, among other duties and obligations, is responsible for adopting the Fourth Round Housing Element and Fair Share Plan ("HEFSP") of Northfield's Master Plan.

3. Through this DJ Action, Northfield seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the Affordable Housing Dispute Resolution Program (the "Program") pursuant to P.L. 2024, c.2 (hereinafter, the "Act") and the Court, pursuant to AOC Directive # 14-24; (b) to have the Program and the Court approve the City of Northfield's Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the City, attached hereto as **Exhibit 1**; (c) to have the Program and the Court approve the City's HEFSP to be adopted by the Planning Board and endorsed by the Council and issue a conditional or unconditional "Compliance Certification" pursuant to the Act or other similar declaration; (d) to the extent it is not automatically granted pursuant to the Act, through the filing of this DJ Action and binding resolution, to have the Program and the Court confirm Northfield's immunity from all exclusionary zoning litigation, including builder's remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of the Fourth Round, i.e., through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the City receives and obtains all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

COUNT I

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

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

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

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, "COAH"), and replaced it with seven retired, on recall judges designated as the Program. Among other things, the Act authorized the Director of the AOC (hereinafter, "Director") to create a framework to process applications for a compliance certification.

7. On or about December 19, 2024, the Director issued Directive #14-24, which among other things, required municipalities seeking compliance certification to file an action in the form of a Declaratory Judgment Complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality's adoption of a binding resolution as authorized under the Act and attach a copy of said binding resolution to the DJ Action.

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

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

WHEREFORE, the City of Northfield seeks a declaratory judgment for the following relief:

a. Declaring that the City has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set

forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the City under the Act;

c. Declaring the approval of the City's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the City continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act;

e. Declaring and issuing a Compliance Certification and continuing immunity from exclusionary zoning litigation in accordance with the Act and Directive #

14-24 to the City of Northfield for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

COUNT II

DETERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE CITY OF NORTHFIELD

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

11. The Act adopted the methodology to calculate every municipality's present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond.

12. The Act directed the Department of Community Affairs ("DCA") to apply the methodology and to render a non-binding calculation of each municipality's present and prospective affordable housing obligations to be contained in a report to be issued no later than October 20, 2024.

13. The DCA issued its report on October 18, 2024.

14. Pursuant to the October 18, 2024 report, the DCA calculated Northfield's present and prospective affordable housing obligations as follows:

FOURTH ROUND PRESENT NEED (REHABILITATION) OBLIGATION	FOURTH ROUND PROSPECTIVE NEED OBLIGATION (2025-2035)
10	24

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

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

17. The binding resolution maintains that Northfield's Round 4 (2025-2035) Present Need (Rehabilitation) Obligation is 10 and its Prospective Need ("New Construction") Obligation is 24.

18. Northfield seeks the approval of, and confirmation by, the Program and the Court of the Round 4 (2025-2035) Present and Prospective affordable housing obligations as set forth in the binding resolution attached hereto and made a part hereof as **Exhibit 1**, or the adjustment of those obligations consistent with the Act and all applicable regulations.

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

20. Pursuant to the binding resolution, Northfield specifically reserves the right to seek and obtain 1) a windshield survey or similar survey which accounts for a more accurate estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack

of water); 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 5) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 6) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 7) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the City of Northfield seeks a declaratory judgment for the following relief:

a. Declaring that the City has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the City under the Act;

c. Declaring the approval of the City's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation

involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or all applicable regulations;

d. Declaring that the City continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act;

e. Declaring and issuing a Compliance Certification and continuing immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the City of Northfield for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

COUNT III

APPROVAL OF CITY'S HOUSING ELEMENT AND FAIR SHARE PLAN

21. The City of Northfield repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

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

23. Northfield hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, 1) a

windshield survey or similar survey which accounts for a more accurate estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 5) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 6) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 7) any other applicable adjustment permitted in accordance with the Act and/or applicable regulations.

WHEREFORE, the City of Northfield seeks a declaratory judgment for the following relief:

a. Declaring that the City has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the City under the Act;

c. Declaring the approval of the City's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas,

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

d. Declaring that the City continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing a Compliance Certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the City of Northfield for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

COUNT IV

CONFIRMATION OF IMMUNITY

24. The City of Northfield repeats and realleges each and every allegation set forth in the previous paragraphs of this declaratory judgment complaint as if set forth herein in full.

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

26. The City of Northfield has met the deadline for the adoption and filing of its binding resolution not later than January 31, 2025, and the filing of this DJ Action in accordance with AOC Directive #14-24 not later than February 3, 2025, by adopting the binding resolution attached to this DJ Action as **Exhibit 1**, and has also committed to the adoption of its HEFSP by June 30, 2025.

WHEREFORE, the City of Northfield seeks a declaratory judgment for the following relief:

a. Declaring that the City has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the City under the Act;

c. Declaring the approval of the City's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation

involving affordable housing obligations; and (vii) any other applicable adjustment permitted in accordance with the Act and/or all applicable regulations;

d. Declaring that the City continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act;

e. Declaring and issuing a Compliance Certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the City of Northfield for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, City of Northfield

By: _____
Nancy L. Holm, Esq.

Dated: January 22, 2025

CERTIFICATION PURSUANT TO R. 4:5-1

Nancy L. Holm, Esq., of full age, hereby certifies as follows:

1. I am an associate of the Firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for declaratory plaintiff, City of Northfield.
2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.
3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

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

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, City of Northfield

By: _____
Nancy L. Holm, Esq.

Dated: January 22, 2025

CERTIFICATION PURSUANT TO R. 1:38-7(b)

Nancy L. Holm, Esq., of full age, hereby certifies as follows:

1. I am an associate of the firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for Declaratory Plaintiff, City of Northfield.
2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

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

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, City of Northfield

By: _____
Nancy L. Holm, Esq.

Dated: January 22, 2025

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Nancy L. Holm, Esq., attorney for the Declaratory Plaintiff, City of Northfield is designated as trial counsel in the above captioned matter.

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, City of Northfield

By: _____
Nancy L. Holm, Esq.

Dated: January 22, 2025

EXHIBIT 1

CITY OF NORTHFIELD, NJ
RESOLUTION NO. 53-2025

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTHFIELD COMMITTING TO FOURTH ROUND PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the City of Northfield (hereinafter the "City" or "Northfield") has a demonstrated history of voluntary compliance as evidenced by its Third Round record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 2, 2015, the City of Northfield filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and an Amended Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder's remedy lawsuits, until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA"); and

WHEREAS, the Amended FHA required the Department of Community Affairs ("DCA") to provide an estimate of the Fourth Round affordable housing obligations for all municipalities on or before October 20, 2024, based upon the criteria described in the Amended FHA; and

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

WHEREAS, the DCA Report calculates the City's Fourth Round (2025-2035) obligations as follows: a Present Need (Rehabilitation) Obligation of 10 and a Prospective Need (New Construction) Obligation of 24; and

WHEREAS, the Amended FHA further provides that, irrespective of the DCA's calculations, municipalities have the ability to either accept, or provide alternate calculations for, the DCA's "present and prospective fair share obligation(s)…by binding resolution no later than January 31, 2025", a deadline which was later

extended to February 3, 2025 by the Administrative Office of the Courts ("AOC") via a directive issued on December 19, 2024; and

WHEREAS, this Resolution satisfies the requirements of the Amended FHA by accepting the DCA's estimate of the City's Present and Prospective Need for Round 4 (2025-2035), as described in the DCA Report; and

WHEREAS, Section 3 of the Amended FHA provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of the Amended FHA; and

WHEREAS, the City's acceptance of the Fourth Round obligations calculated by the DCA are entitled to a "presumption of validity" because it complies with Sections 6 and 7 of the Amended FHA; and

WHEREAS, in addition to the foregoing, the City specifically reserves the right to adjust its fair share obligations in accordance with applicable Council on Affordable Housing ("COAH") regulations or other applicable law based on one or more of the foregoing adjustments if applicable: 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment, whether predicated upon lack of sewer or lack of water; and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including but not limited to, the Highlands Council Regional Master Plan and its build out, or the Pinelands Commission or Meadowlands Commission regulations and planning documents; and

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

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

WHEREAS, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the City's Fourth Round Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish unchallenged numbers by default on March 1, 2025; and

WHEREAS, in addition to the foregoing, the Acting Administrative Director of the AOC issued Directive #14-24 (hereinafter "AOC Directive") on December 19, 2024; and

WHEREAS, pursuant to AOC Directive #14-24, a municipality seeking a Fourth Round Compliance Certification from the entity created by the Amended FHA known as the Affordable Housing Dispute Resolution Program (hereinafter "the Program"), shall file an action in the appropriate venue with the Program, in the form of a Declaratory Judgment Complaint within 48 hours after adoption of the municipal resolution accepting or challenging its Fourth Round fair share obligations, or by February 3, 2025, whichever is sooner; and

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

WHEREAS, the City seeks a Compliance Certification from the Program and, therefore, wishes to file a Declaratory Judgment Complaint in the appropriate venue with the Program, along with a copy of this Resolution, within 48 hours of the adoption of this Resolution; and

WHEREAS, in light of the above, the Mayor and City Council finds that it is in the best interest of the City to declare its obligations in accordance with this binding Resolution and in accordance with the Amended FHA; and

NOW, THEREFORE, BE IT RESOLVED on this 21st day of January 2025, by the Common Council of the City of Northfield, Atlantic County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this Resolution as if set forth in full.

2. For the reasons set forth in this Resolution, the Mayor and City Council hereby commit to the DCA Fourth Round Present Need (Rehabilitation) Obligation of 10 and the DCA Fourth Round Prospective Need (New Construction) Obligation of 24 as described in this Resolution, subject to all reservations of rights, which specifically include, without limitation, the following:

    a. The right to adjust the City's fair share obligations based on a windshield survey or similar survey, a Vacant Land Adjustment, a Durational Adjustment, and all other applicable adjustments, permitted in accordance with applicable COAH regulations or other applicable law; and

b. As described in the WHEREAS section, all rights to revoke or amend this Resolution in the event of a successful legal challenge, or legislative change, to the Amended FHA; and

c. The right to take any contrary position, or adjust its fair share obligations, in the event of a third party challenge to the City's fair share obligations.

3. Pursuant to the requirements of the FHA as amended, and the Administrator of the Court's AOC Directive #14-24 issued on December 19, 2024, the City hereby directs its Affordable Housing Counsel to file a Declaratory Judgment Complaint, along with this Resolution and a Case Information Statement (Civil CIS), in the appropriate venue with the Program or any other such entity as may be determined to be appropriate, to initiate an action within 48 hours of the adoption of this Resolution, so that the City's Fourth Round Housing Element and Fair Share Plan can be reviewed and approved.

4. This Resolution shall take effect immediately, according to law.

CERTIFICATION

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held on this 21st day of January 2025.

Mary Canesi RMC

Mary Canesi, RMC, Municipal Clerk

Roll Call:
Aye: Carfagno, Dewees, Kern, Notaro, Polistina, Smith, Bucci
Nay:
Abstain:
Absent:

CITY OF NORTHFIELD, NJ
RESOLUTION NO. 53-2025

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTHFIELD COMMITTING TO FOURTH ROUND PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the City of Northfield (hereinafter the "City" or "Northfield") has a demonstrated history of voluntary compliance as evidenced by its Third Round record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 2, 2015, the City of Northfield filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and an Amended Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder's remedy lawsuits, until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA"); and

WHEREAS, the Amended FHA required the Department of Community Affairs ("DCA") to provide an estimate of the Fourth Round affordable housing obligations for all municipalities on or before October 20, 2024, based upon the criteria described in the Amended FHA; and

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

WHEREAS, the DCA Report calculates the City's Fourth Round (2025-2035) obligations as follows: a Present Need (Rehabilitation) Obligation of 10 and a Prospective Need (New Construction) Obligation of 24; and

WHEREAS, the Amended FHA further provides that, irrespective of the DCA's calculations, municipalities have the ability to either accept, or provide alternate calculations for, the DCA's "present and prospective fair share obligation(s)…by binding resolution no later than January 31, 2025", a deadline which was later

extended to February 3, 2025 by the Administrative Office of the Courts ("AOC") via a directive issued on December 19, 2024; and

WHEREAS, this Resolution satisfies the requirements of the Amended FHA by accepting the DCA's estimate of the City's Present and Prospective Need for Round 4 (2025-2035), as described in the DCA Report; and

WHEREAS, Section 3 of the Amended FHA provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of the Amended FHA; and

WHEREAS, the City's acceptance of the Fourth Round obligations calculated by the DCA are entitled to a "presumption of validity" because it complies with Sections 6 and 7 of the Amended FHA; and

WHEREAS, in addition to the foregoing, the City specifically reserves the right to adjust its fair share obligations in accordance with applicable Council on Affordable Housing ("COAH") regulations or other applicable law based on one or more of the foregoing adjustments if applicable: 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment, whether predicated upon lack of sewer or lack of water; and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including but not limited to, the Highlands Council Regional Master Plan and its build out, or the Pinelands Commission or Meadowlands Commission regulations and planning documents; and

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

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

WHEREAS, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the City's Fourth Round Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish unchallenged numbers by default on March 1, 2025; and

WHEREAS, in addition to the foregoing, the Acting Administrative Director of the AOC issued Directive #14-24 (hereinafter "AOC Directive") on December 19, 2024; and

WHEREAS, pursuant to AOC Directive #14-24, a municipality seeking a Fourth Round Compliance Certification from the entity created by the Amended FHA known as the Affordable Housing Dispute Resolution Program (hereinafter "the Program"), shall file an action in the appropriate venue with the Program, in the form of a Declaratory Judgment Complaint within 48 hours after adoption of the municipal resolution accepting or challenging its Fourth Round fair share obligations, or by February 3, 2025, whichever is sooner; and

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

WHEREAS, the City seeks a Compliance Certification from the Program and, therefore, wishes to file a Declaratory Judgment Complaint in the appropriate venue with the Program, along with a copy of this Resolution, within 48 hours of the adoption of this Resolution; and

WHEREAS, in light of the above, the Mayor and City Council finds that it is in the best interest of the City to declare its obligations in accordance with this binding Resolution and in accordance with the Amended FHA; and

NOW, THEREFORE, BE IT RESOLVED on this 21st day of January 2025, by the Common Council of the City of Northfield, Atlantic County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this Resolution as if set forth in full.

2. For the reasons set forth in this Resolution, the Mayor and City Council hereby commit to the DCA Fourth Round Present Need (Rehabilitation) Obligation of 10 and the DCA Fourth Round Prospective Need (New Construction) Obligation of 24 as described in this Resolution, subject to all reservations of rights, which specifically include, without limitation, the following:

    a. The right to adjust the City's fair share obligations based on a windshield survey or similar survey, a Vacant Land Adjustment, a Durational Adjustment, and all other applicable adjustments, permitted in accordance with applicable COAH regulations or other applicable law; and

b. As described in the WHEREAS section, all rights to revoke or amend this Resolution in the event of a successful legal challenge, or legislative change, to the Amended FHA; and

c. The right to take any contrary position, or adjust its fair share obligations, in the event of a third party challenge to the City's fair share obligations.

3. Pursuant to the requirements of the FHA as amended, and the Administrator of the Court's AOC Directive #14-24 issued on December 19, 2024, the City hereby directs its Affordable Housing Counsel to file a Declaratory Judgment Complaint, along with this Resolution and a Case Information Statement (Civil CIS), in the appropriate venue with the Program or any other such entity as may be determined to be appropriate, to initiate an action within 48 hours of the adoption of this Resolution, so that the City's Fourth Round Housing Element and Fair Share Plan can be reviewed and approved.

4. This Resolution shall take effect immediately, according to law.

CERTIFICATION

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held on this 21st day of January 2025.

Mary Canesi RMC

Mary Canesi, RMC, Municipal Clerk

Roll Call:
Aye: Carfagno, Dewees, Kern, Notaro, Polistina, Smith, Bucci
Nay:
Abstain:
Absent:

Civil Case Information Statement

Case Details: ATLANTIC | Civil Part Docket# L-000136-25

Case Caption: IN THE MATTER OF NORTHFIELD CITY
Case Initiation Date: 01/22/2025
Attorney Name: NANCY L HOLM
Firm Name: SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Address: 311 BROADWAY STE A
POINT PLEASANT BEACH NJ 08742
Phone: 7326123100
Name of Party: PLAINTIFF : City of Northfield
Name of Defendant's Primary Insurance Company (if known): None

Case Type: AFFORDABLE HOUSING
Document Type: Complaint
Jury Demand: NONE
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO
Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: City of Northfield? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

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

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

If yes, is that relationship:

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

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

Do you or your client need any disability accommodations? NO
If yes, please identify the requested accommodation:

Will an interpreter be needed? NO
If yes, for what language:

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

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

01/22/2025
Dated

/s/ NANCY L HOLM
Signed

Appendix B - 2025 Northfield HEFSP

PREPARED BY THE COURT:

IN THE MATTER OF THE DECLARATORY JUDGMENT ACTION OF THE CITY OF NORTHFIELD, ATLANTIC COUNTY PURSUANT TO P.L. 2024, CHAPTER 2	SUPERIOR COURT OF NEW JERSEY LAW DIVISION – CIVIL PART ATLANTIC COUNTY DOCKET NO. ATL-L-136-25 Civil Action **ORDER FIXING MUNICIPAL OBLIGATIONS FOR "PRESENT NEED" AND "PROSPECTIVE NEED" FOR THE FOURTH ROUND HOUSING CYCLE**

THIS MATTER, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on January 22, 2025 ("DJ Complaint") by the Petitioner, **CITY OF NORTHFIELD** ("Petitioner" or "Municipality"), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the "FHA"), and in accordance with Section II.A of Administrative Directive #14-24 ("Directive #14-24") of the Affordable Housing Dispute Resolution Program (the "Program"), seeking a certification of compliance with the FHA;

AND IT APPEARING, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs ("DCA") issued its report entitled *Affordable Housing Obligations for 2025-2035 (Fourth Round),*[1] therein setting forth the present need and prospective need obligations of all New Jersey municipalities for the Fourth Round housing cycle (the "DCA's Fourth Round Report");

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

AND IT APPEARING that, pursuant to the DCA's Fourth Round Report, the **present need** obligation of the Petitioner has been calculated and reported as **10** affordable units, and its **prospective need** obligation of the Petitioner has been calculated and reported as **24** affordable units, and which calculations have been deemed presumptively valid for purposes of the FHA;

AND THE COURT, having determined that no interested party has filed a challenge to the Petitioner's DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

AND THE COURT, having found and determined, therefore, that the present need and prospective need affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA's Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:

IT IS, THEREFORE, on this 27th day of **MARCH 2025 ORDERED AND ADJUDGED** as follows:

1. That the present need obligation of the Municipality, be, and hereby is fixed as **10** affordable units for the Fourth Round housing cycle.

2. That the prospective need obligation of the Municipality, be, and hereby is fixed as **24** affordable units for the Fourth Round Housing cycle; and

3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the present need and prospective need allocations aforesaid (and which plan shall include the elements set forth in the "Addendum" attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay.

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

SO ORDERED:

Hon. John C. Porto, P.J.Cv.

(X) Uncontested.

HOUSING UNITS REHABILITATED IN NORTHFIELD FROM 04/01/2010 - 12/31/2024					
BLOCK	**LOT**	**ADDRESS**	**COST**	**SYSTEMS REPAIRED**	**DATE**
68	11	511 Walnut Avenue	$25,324	Home Rehab	1/12/16
46	20	504 Roosevelt Avenue	$7,000	Home Rehab	9/8/13
59	27	503 Pincus Avenue	$25,859	Home Rehab	12/7/16
74	28	207 W. Revere Avenue	$$17,748	Home Rehab/Lead	4/1/20
33	47	2502 Helen Drive	$11,486	Roof	11/22/17
157	72	125 E Revere Avenue	$9,250	Roof	11/17/20

Appendix C - 2025 Northfield HEFSP

60
3.9 AC.
58
1.51 AC.
59
1.79 AC.
57
7.83 AC.
56
0.85 AC.
54
55
53.01
1.84 AC.
52
7.68 AC.
53.02
51
49
50
1.39 AC.
48
47
6.09 AC.
SHEET 5
ROAD
CRESSON AVENUE
Block 16.01
Lots 52, 56 & 57
Tilton Road Mixed Use
Affordable Housing Zone

APPENDIX E

CITY OF NORTHFIELD, NEW JERSEY

ORDINANCE __- 2025

AN ORDINANCE AMENDING THE ZONING MAP AND SECTION 215-158 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF NORTHFIELD

Amend Chapter 215. Land Use and Development as Follows:

Section 215-158 R-C Regional Commercial District

F. An affordable housing mixed use development is permitted on Block 16.01, Lots 52, ***56*** and 57, subject to the following:

(1) Where first-floor commercial is proposed in accordance with the permitted uses in the RC District, a development may provide second- and third-story multifamily residential units.

(2) The maximum density for the residential units shall not exceed 2.6 units per acre.

(3) At least 20% of the residential dwelling units shall be for low and moderate affordable housing.

REPEALER - All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SEVERABILITY - If any portion of this ordinance shall be determined to be invalid, such determination shall not affect the validity of the remaining portions of said ordinance.

EFFECTIVE DATE - This ordinance shall take effect upon final passage and publication in accordance with law.

_____	_____
Mary Canesi, RMC	Erland Chau
Municipal Clerk	Mayor

The above Ordinance was passed on first reading at a regular meeting of the Council of the City of Northfield, New Jersey on the 9th day of April, 2024, and will be taken up for a second reading, public hearing and final passage at a meeting of said council held on the 23rd day of April, 2024, in Council Chambers, City Hall, Northfield, New Jersey.

First Reading:
Publication:
Final Reading:

Amended 2026
Housing Element of the Master Plan
Fair Share Plan

Adopted by the City of Northfield Planning Board March 5, 2026

City of Northfield
Atlantic County

Amended 2026
Housing Element of the Master Plan
Fair Share Plan

Adopted by the Planning Board on March 5, 2026 by Resolution
Endorsed by the Governing Body on March 10, 2026 by Resolution 102-2026

February 23, 2026

City of Northfield
1600 Shore Road
Northfield, NJ 08225

Prepared By:

Tiffany A. Cuviello, PP, LLC
Community Development & Planning

Tiffany A. Morrissey, PP, AICP
7 Equestrian Drive
Galloway, NJ 08205
(856) 912-4415
tamorrissey@comcast.net

City of Northfield
Atlantic County

Amended 2026
Housing Element of the Master Plan
Fair Share Plan

MAYOR

Erland Chau

COUNCIL MEMBERS

Greg Dewees
Carolyn Bucci
Renee Carfagno
David Notaro
Tom Polistina
Brian Smith
Cindy Kern

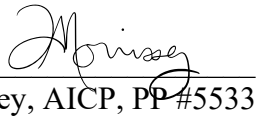
Mary Canesi, R.M.C.

PLANNING BOARD

Dr. Richard Levitt, Chairman
Clem Scharff, Vice Chairman
Erland Chau, Mayor
Carolyn Bucci, Councilwoman
Peter Brophy
Henry Notaro
Derek Rowe
James Shippen
Paul Utts, Alt. #1
Matthew Carney, Alt. #2
Ronald Roegiers, Alt. #3
Daniel Reardon, Alt. #4

Joel Fleishman, Solicitor
Matt Doran, Engineer
Robin Atlas, Secretary

Prepared by:



Tiffany A. Morrissey, AICP, PP #5533

The original of this document was signed
and sealed in accordance with NJAC 13:41-1.3

TABLE OF CONTENTS

2026 AMENDMENT 3
EXECUTIVE SUMMARY 4
INTRODUCTION 6
AFFORDABLE HOUSING HISTORY IN NEW JERSEY 9
HOUSING ELEMENT 14
- Demographic Analysis 15
- Housing Analysis 21
- Employment Analysis 26
- Affordable Housing Obligation 29
  - Present Need / Rehabilitation Component 30
  - Prior Round Component 30
  - Round Three Component 30
  - Round Four Component 31
  - Vacant Land Adjustment 31
- Land Use Analysis 33
- Multigenerational Family Housing Analysis 34
- Regional Planning Analysis 35

FAIR SHARE PLAN 37
- Affordability Requirements 37
- Affordable Housing Plan 38
  - Rehabilitation Obligation/Present Need: 38
  - Prior Round: 39
  - Third Round: 40
  - Fourth Round Prospective Need: 42
  - Unfulfilled Prior Round (1987 through 2025) 45
  - Elements Satisfying Obligation 49
  - Phasing Plan for Affordable Housing Units 56
  - Bonus Provisions 57
- Affordable Housing Trust Fund 57
- Cost Generation 58
- Monitoring 58
- Fair Share Ordinance and Affirmative Marketing 59
- Conclusion 60

APPENDIX A – Northfield DJ Complaint
APPENDIX B - Order Fixing Municipal Obligation for "Present Need" and "Prospective Need" for the Fourth Round Housing Cycle
APPENDIX C – Northfield Rehab Units
APPENDIX D – Tilton Road Mixed Use Tax Map
APPENDIX E –Affordable Housing Ordinances (Including Tilton Road Amendment)

APPENDIX F – Transitional Housing Licenses (To Be Provided)
APPENDIX G – Consent Order for Conditional Compliance Certification
APPENDIX H – Dolphin Avenue Redevelopment Plan
APPENDIX I – Wabash Avenue Redevelopment Plan
APPENDIX J – Tunnel to Towers Developer's Agreement

2026 AMENDMENT

The 2025 Housing Element and Fair Share Plan (HEFSP) is being amended in accordance with a "Consent Order for Conditional Compliance Certification" between the City of Northfield and Fair Share Housing Center and Homes for All, Inc.. This order is included Appendix.

In compliance with the mediation agreement the City is amending the 2025 HEFSP to change the project identified as Homes for All/Mason Properties from an inclusionary senior housing development providing 12 age-restricted affordable housing credits in the 2025 HEFSP. The new project is proposed as Veterans Supportive Housing through an agreement with the Stephen Siller Tunnel to Towers Foundation (T2T) creating up to 121 veterans supportive housing units which are intended to address both the Third-Round and the Fourth-Round Unmet Need. This project will result in the City having surplus credits that may be utilized in future affordable housing plans as supportive housing credits.

EXECUTIVE SUMMARY

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

In accordance with the amendments to the FHA, Northfield accepted the Department of Community Affairs' (DCA) calculations of the Municipality's Present Need and Prospective Need in a binding resolution 53-2025 on January 21, 2025 and on January 22, 2025 the City filed the resolution with the Affordable Housing Dispute Resolution Program ("the Program") through a Complaint for Declaratory Relief in accordance with the Administrative Office of the Courts' Directive #14-24 ("AOC Directive #14-24). On March 27, 2025, the Court issued an Order fixing Municipal Obligations for Present Need and Prospective Need for the Fourth Round Housing Cycle for the municipality consistent with the DCA calculations: Present Need of 10 and Prospective Need as 24.

This plan provides for the Municipality's Fourth-Round affordable housing obligation as calculated by the DCA and fixed by the Courts. The City has updated its approved Vacant Land Adjustment (VLA) from its Third-Round Plan to identify any new or underutilized properties that may add to the City's Realistic Development Potential (RDP).

The City's VLA from the Court-approved Third-Round Fair Share Plan included a Third-Round RDP of 34 and an Unmet Need of 66. The updated VLA for the Fourth-Round has not identified any new vacant or underutilized properties which would

yield an additional RDP. In the Fourth-Round the City provides for an RDP of 0 and an Unmet Need of 24.

The City has approved several affordable housing projects including an inclusionary family rental development along Tilton Road which is completed and occupied. The City is working with Habitat for Humanity to create additional affordable family units and is providing the property and funds to assist this project. Lastly the City is working with the Camden Diocese to provide for age-restricted affordable housing units and has adopted the appropriate zoning to permit this development. The City proposes to amend parts of the Court-approved Third-Round plan to provide for the permitted bonuses and to provide for units to address the City's Fourth-Round obligation.

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

INTRODUCTION

The City of Northfield is located in the eastern portion of Atlantic County, consisting of 3.45 square miles. The city is bounded to the south by the City of Linwood, to the north by the City of Pleasantville, and to the east and west by the Township of Egg Harbor. The City of Northfield was incorporated in 1905 after separating from Egg Harbor Township.

Northfield is a small community with several commercial establishments and professional offices generally along Tilton Road and Route 9. The majority of the land within the city consists of Residential land uses and Residential zoning classifications. Commercial development is focused on the two main roadways transecting the city from north to south along New Road (Route 9) and extending east into the center of the City along Tilton Road.

On January 22, 2015 the City of Northfield prepared, adopted, and endorsed an Affordable Housing Plan ("2015 Plan") to address its 190-unit Prior-Round Obligation. The 2015 Plan was prepared pursuant to an Order entered by Honorable Nelson C. Johnson on January 5, 2015, addressing the City's indigenous need rehabilitation obligation of fourteen (14) units, and its Prior Cycle prospective need obligation of one hundred and ninety (190) units. The Superior Court of New Jersey Law Division Atlantic County (Docket No. ATL-L-2050-14.) granted the City of Northfield a Judgment of Compliance and Repose based upon the January 22, 2015 Housing Element and Fair Share Plan. This order also granted the City a Stay of Third-Round Obligations.

In July of 2015 the City of Northfield filed an Application for Declaratory Judgment seeking Temporary Immunity from Mount Laurel Lawsuits. The Superior Court of New Jersey Law Division Atlantic County (Docket No. ATL-L-2050-14) granted the City Temporary Immunity through December 8, 2015 provided the City

file a Housing Element and Fair Share Plan addressing their future affordable housing obligation. The City entered into a settlement agreement with FSHC on April 27, 2018 which provided for the City's Third-Round Prospective Need running from 1999 through 2025 as 89 units. The settlement agreement provided for a Realistic Development Potential (RDP) of 18, based on the available vacant parcels in the City and included mechanisms to meet the City's affordable housing obligations. That settlement agreement was approved by the Court at a duly-noticed Fairness Hearing on June 1, 2018.

Consistent with the settlement agreement, the City amended their 2015 Plan in 2018 by adding the Mount Laurel compliance techniques through which the City would satisfy its Third-Round obligation. The 2018 Plan included a number of ancillary documents, including a Spending Plan that (1) accounts for the funds to be deposited through 2025, into the City's Mount Laurel Trust Fund; and (2) demonstrates the manner in which the City intends to expend the funds to advance the interests of the region's low- and moderate-income households. The Court approved the City's Third-Round HEFSP after a duly-noticed Compliance Hearing held on June 1, 2018 followed by an order of Conditional Judgment of Compliance and Repose for the City on August 31, 2018.

On March 7, 2024 the City amended their Third-Round HEFSP to provide for a new development site providing for a 100% age-restricted affordable housing project on land owned by Atlantic County. The City and FSHC amended their settlement agreement on October 13, 2023 to include the Camden Diocese project, which was approved by the Court at a duly-noticed Fairness Hearing held on January 22, 2024. The Court entered an order approving the amended Settlement agreement on March 15, 2024. A duly-noticed Compliance Hearing was held on June 13, 2024 and on July 22, 2024 the Court granted the City an Amended Judgement of Compliance and Repose.

In accordance with the amendments to the FHA, the City accepted the affordable housing obligations as calculated by the Department of Community Affairs (DCA) in a binding resolution 53-2025 on January 21, 2025 and filed the resolution on January 22, 2025 through a Complaint for Declaratory Relief Pursuant to AOC Directive #14-24. On March 27, 2025 the Court issued an order fixing Municipal Obligations for Present Need and Prospective Need for the Fourth-Round Housing Cycle for the City consistent with the DCA calculations: Present Need of 10 and Prospective Need as 24.

The 2025 HEFSP amends the Third-Round Plan to address approved affordable housing developments qualifying for bonuses, provides mechanisms to satisfy the City's cumulative affordable housing obligations and updates the City's Vacant Land Adjustment. All affordable housing sites in the 2025 HEFSP are the same as was approved by the Court on July 22, 2024 in their Amended Judgement of Compliance and Repose.

This 2026 Amended HEFSP amends the plan to replace the Homes for All project with the Tunnel to Towers project and increases the City's affordable housing units from the 12 age-restricted units originally proposed up to 121 of veterans supportive housing credits.

AFFORDABLE HOUSING HISTORY IN NEW JERSEY

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

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

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

COAH established a municipality's first round affordable housing obligation for a period of six-years, from 1987 to 1993. The rules established by COAH created both a rehabilitation (present need) obligation and a new construction (prospective need) obligation. In 1994, COAH adopted new regulations to address the second

round obligation for the period 1993 to 1999. These regulations also recalculated a portion of the municipal's first round obligation, creating a cumulative obligation from 1987 to 1999, and what is now called the "Prior Round" Obligation.

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

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

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

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

The Third Round, which began with COAH's 2004 rules identified the time period of 1999 to 2014. However, with COAH's stalemate in adopting regulations and the associated court challenges all cumulating past the initial third round period into the 2015 "Mount Laurel IV" decision, the third round was now identified as the period 2015 to 2025. This left a "Gap Period" of 1999 to 2015. In 2017 the New Jersey Supreme Court, In Re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), found that the "gap period," defined as 1999-2015, generates an affordable housing obligation. This obligation expanded the definition of the municipal Present Need obligation to include low- and moderate- income households formed during the gap period as a component of the new-construction obligation rather than the rehabilitation obligation.

In 2018 an unpublished decision of the NJ Superior Court, Law Division, Mercer County was rendered In re Application of Municipality of Princeton, also known as the "Jacobson Decision" which established a methodology for calculating municipal obligations in the Third Round under the Mount Laurel Doctrine. Although this decision is specific to Mercer County, Mount Laurel judges throughout the State have relied upon the Court's decision in calculating Third Round affordable housing obligations [1]. The decision came after many municipalities had entered into settlement agreements with FSHC which established a municipality's affordable housing obligation.

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

- Eliminating Regional Contribution Agreements ("RCA") which allowed a municipality to transfer a portion of their affordable housing obligation to an identified receiving municipality.
- Establishing a statewide 2.5% nonresidential development fee instead of requiring nonresidential developers to provide affordable housing
- Created a very low-income affordable housing category and required at least 13% of all affordable housing units be restricted as very low-income housing units
- Required municipalities to commit to spend all collected development fees for affordable housing within four years of the date of collection.

[1] The Jacobson decision is also referred to in the 2024 FHA amendments providing that the decision "shall be referenced as to datasets and methodologies that are not explicitly addressed" in N.J.S.A. 52:27D-304.3 of the FHA.

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

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

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

HOUSING ELEMENT

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

- An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;

- A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development trends;

- An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;

- An analysis of the existing and probable future employment characteristics of the municipality;

- A determination of the municipality's present and prospective fair share of low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low and moderate income housing;

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

- An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission;

- An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

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

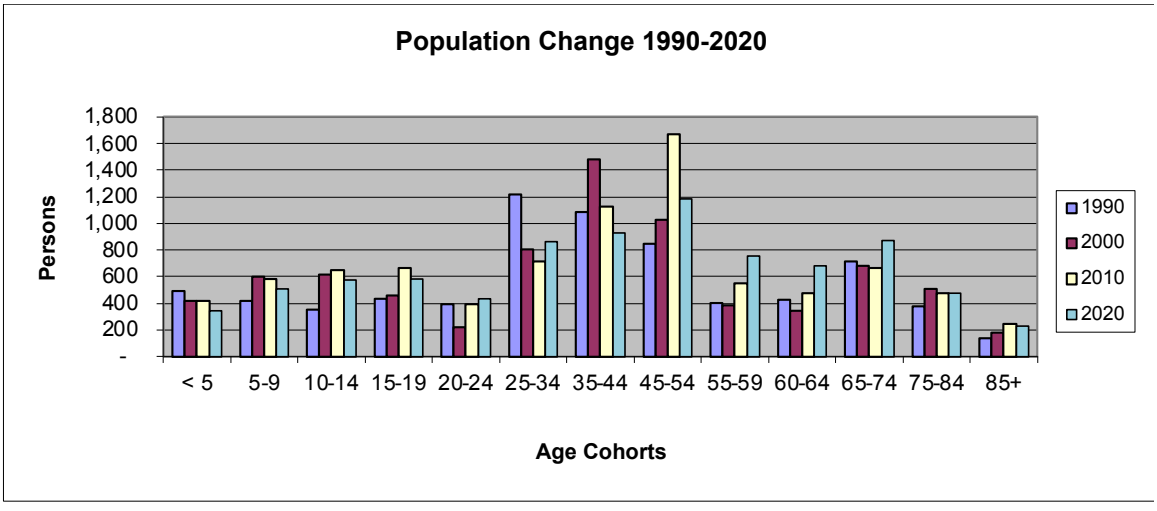
A Note on the Data: The following statistics and demographic data are derived from one of the following sources.
2023 American Community Survey 5-year Estimates: *The most up to date information is the American Community Survey (ACS) estimates, which are generated between the decennial censuses. ACS figures are based on data collected over a 5-year period.*
2020, 2010, 2000 and 1990 Census: *The 2020 Census is the most recent decennial census. This information is used when ACS information is unavailable, and sometimes for comparison.*
NJ Building Permit Data: *NJ reports building permits and certificates of occupancy issued for each municipality on a monthly basis.*

Demographic Analysis

The City of Northfield has seen a population increase over the past thirty years, with a 15.5% increase in total population. This primarily stems from the ten-year period from 2000 to 2010 where the population grew by 899 persons. Since 2010 the population has stabilized and showed a slight decline of 190 persons. The ACS 5-year estimates show that the population continues to remain steady reporting an estimated population of 8,427 persons.

Population Trends			
	City of Northfield	Atlantic County	New Jersey
1990	7,305	224,327	7,730,188
2000	7,725	252,552	8,414,350
2010	8,624	274,549	8,791,894
2020	8,434	274,534	9,288,994
1990 to 2000	5.7%	12.6%	8.9%
2000 to 2010	11.6%	8.7%	4.5%
2010 to 2020	-2.2%	0.0%	5.7%
1990 to 2020	15.5%	22.4%	20.2%

To understand the population changes it is helpful to look at both the changes over time to the different age-cohorts and the changes to the total housing units. We can see where the increase of population occurred in terms of age. The City saw a substantial jump in the 45-54 age-cohort from 2000 to 2010. This follows a similar increase ten-years prior from 1990 to 2000 in the 35-44 age cohort. There is also a sharp fall in the 45-54 age cohort from 2010 to 2020. The City's median age has also increased from 37.8 years in 1990 to 44.8 years in 2020, an increase of seven years in age. Looking at the 25 through 54 age cohorts you can see an aging of the population as each cohort increases over the 20-year period of 1990 to 2010.



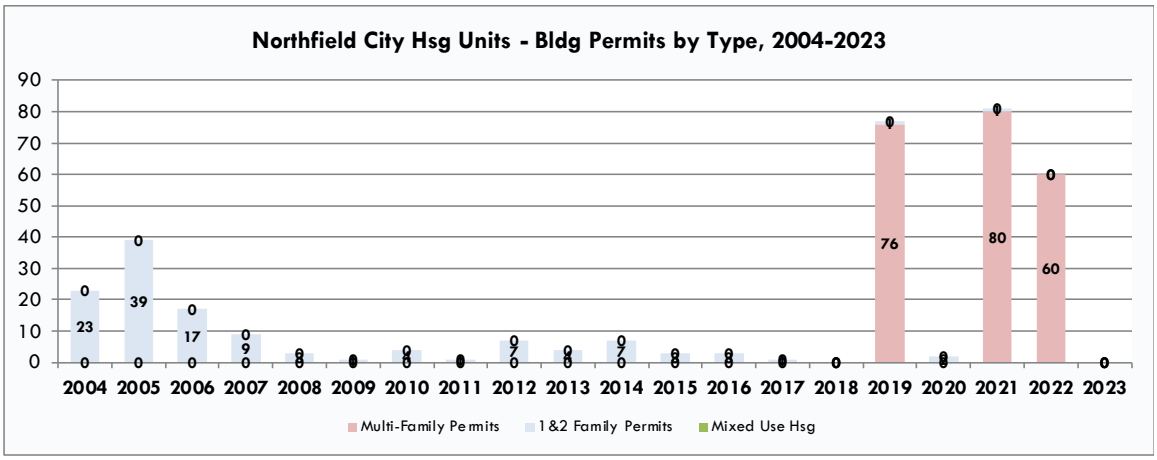
If you look at the total population change by age cohorts as shown in the table below from 1990 through 2020, the City has seen a general aging of the population. There was an 88% increase in the 55-59 age cohort and a 62% increase in the 85 and older age cohort.

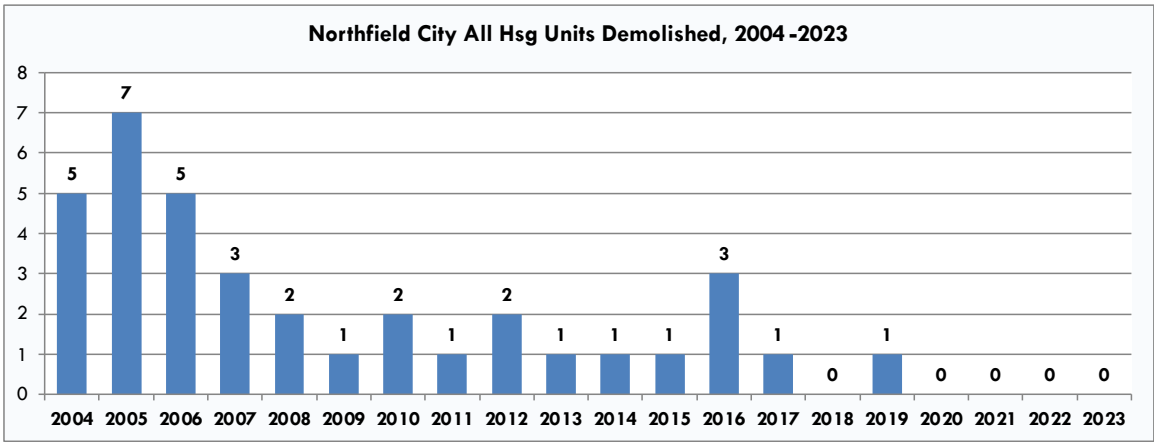
1990 - 2020 Population Profiles or Cohorts - City of Northfield								
Age	Population							
	Year				Population Change			
	1990	2000	2010	2020	1990 to 2000	2000 to 2010	2010 to 2020	1990 to 2020
< 5	494	417	417	345	-15.6%	0.0%	-17.3%	-30.2%
5-9	416	599	585	511	44.0%	-2.3%	-12.6%	22.8%
10-14	355	612	652	571	72.4%	6.5%	-12.4%	60.8%
15-19	436	463	663	585	6.2%	43.2%	-11.8%	34.2%
20-24	393	219	390	437	-44.3%	78.1%	12.1%	11.2%
25-34	1,221	804	712	861	-34.2%	-11.4%	20.9%	-29.5%
35-44	1,083	1,483	1,124	929	36.9%	-24.2%	-17.3%	-14.2%
45-54	848	1,030	1,671	1,182	21.5%	62.2%	-29.3%	39.4%
55-59	400	383	552	752	-4.3%	44.1%	36.2%	88.0%
60-64	427	342	473	681	-19.9%	38.3%	44.0%	59.5%
65-74	714	684	663	874	-4.2%	-3.1%	31.8%	22.4%
75-84	377	507	474	478	34.5%	-6.5%	0.8%	26.8%
85+	141	182	248	228	29.1%	36.3%	-8.1%	61.7%
18+	5,777	5,755	6,533	6,616	-0.4%	13.5%	1.3%	14.5%
62+	1,505	1,570	1,678	1,953	4.3%	6.9%	16.4%	29.8%
65+	1,232	1,373	1,385	1,580	11.4%	0.9%	14.1%	28.2%
Median Age	37.8	40.4	43.1	44.8	6.9%	6.7%	3.9%	14.0%

Correlating to the change in population is a similar change in the total number of housing units. From 1990 through 2020 the City saw a 17% increase in total housing units, a total of 483 new units. With an estimated household size of 2.54 persons per household per ACS 5-year estimates, this would account for an estimated 1,226 person change in population. This is higher than the actual reported population increase of 899 persons. In part this would be reflective of the new multi-family apartments which may have a lower household size.

Housing Trends			
	Housing Units		
	City of Northfield	Atlantic County	New Jersey
1990	2,826	106,877	3,075,310
2000	2,922	114,090	3,310,275
2010	3,260	126,647	3,553,562
2020	3,309	132,038	3,761,229
1990 to 2000	3.4%	6.7%	7.6%
2000 to 2010	11.6%	11.0%	7.3%
2010 to 2020	1.5%	4.3%	5.8%
1990 to 2020	17.1%	23.5%	22.3%

The State of NJ compiles reports of building permits issued for residential purposes which correlates with the census data and shows that housing growth was highest from 2004 through 2007 and then slowed until the growth in 2019 through 2022. The growth reported in 2019 through 2022 is related to the new multi-family housing development in Tilton Road. The tables below are sourced from the DCA Residential Development Viewer shows the total building permits and demolition permits issued for housing units in the City from 2004 through 2023.


Northfield City Hsg Units - Bldg Permits by Type, 2004-2023
90
80
70
60
50
40
30
20
10
0
2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Multi-Family Permits
1&2 Family Permits
Mixed Use Hsg


Northfield City All Hsg Units Demolished, 2004-2023
8
7
6
5
4
3
2
1
0
2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023

2020 Population by Categories						
	City of Northfield		Atlantic County		New Jersey	
	Persons	%	Persons	%	Persons	%
Total	8,434	100%	274,534	100%	9,288,994	100%
Sex						
F	4,418	52.4%	142,183	51.8%	4,770,289	51.4%
M	4,016	47.6%	132,351	48.2%	4,518,705	48.6%
Race						
White	6,669	79.1%	156,796	57.1%	5,112,280	55.0%
Black or African American	210	2.5%	41,519	15.1%	1,219,770	13.1%
Asian	467	5.5%	21,784	7.9%	950,090	10.2%
American Indian and Alaska Native	21	0.2%	1,253	0.5%	51,186	0.6%
Native Hawaiian and Other Pacific Islander	8	0.1%	342	0.1%	3,533	0.0%
Other	447	5.3%	27,192	9.9%	1,048,641	11.3%
Two or More Races	612	7.3%	25,648	9.3%	903,494	9.7%
Hispanic or Latino	974	11.5%	53,713	19.6%	2,002,575	21.6%
Age						
25-64	4,405	52.2%	140,922	51.3%	4,927,277	53.0%
65+	1,580	18.7%	51,975	18.9%	1,531,299	16.5%
Median Age	44.8	n/a	42.5	n/a	39.9	n/a

Housing Analysis

The most recent data available from the ACS 5 year estimates reflects the total year-round housing units of 3,447, slightly higher than what was reported in the 2020 Census. The City housing stock is primarily owner-occupied at 86.5% and 13.5% are rental units. Over 52% of all households are married couples and 27% are single-female households. The median housing value is $275,900 and the median gross rent is $1,554.

City of Northfield Housing Units by Tenant and Occupancy Status, 2020

Year Round Housing Units			Owner-occupied		Rental	
Occupied	Vacant	Total	No.	%	No.	%
3,116	193	3,309	2,696	86.5%	420	13.5%

Summary of Household Characteristics - City of Northfield 2020

	No. of Persons	% of Total
Total Populaton	8,434	
In Households	8276	98.13%
In Group Quarters	158	1.87%
Institutionalized	149	1.77%
Non-Institutionalized	9	0.11%
Total Households	3,116	
Married Couple	1,627	52.21%
Cohabitating Couple	195	6.26%
Single Male	445	14.28%
Single Female	849	27.25%

Selected Housing or Housing Related Characteristics (Occupied Units)					
	Median Value Housing (owner-occupied)	Median Gross Rent	Median Household Income	Value Income Ratio	Rental Vacancy Rate
City of Northfield	$275,900	$1,554	$104,042	2.65	4.8%
Atlantic County	$272,700	$1,325	$76,819	3.55	4.7%
Source: ACS 2023 5-year estimates					

Over 89% of the City's housing stock is single-family detached units. The housing stock is older with the majority of the units constructed before 1980. More than 50% of the total housing stock is fifty years of age or older. In general, the housing stock has a median room count of 6.6 per unit and over 77% have 3 or more bedrooms per unit. No units have more than 1.5 occupants per room.

Housing Units by Number of Units in Structure, City of Northfield		
Number of Units	Units	Percent of Total
1-unit, Detached	3,095	89.79%
1-unit, Attached	27	0.78%
2 units	41	1.19%
3 or 4 units	-	0.00%
5 to 9 units	25	0.73%
10 to 19 units	62	1.80%
20 or more units	197	5.72%
Mobile Home	-	0.00%
Other	-	0.00%
Total	**3,447**	
Source: ACS 2023 5-year estimates		

Northfield Housing Units by Age		
Year Built	**Units**	**Percent of Total**
2020 or later	9	0.26%
2010 to 2019	118	
2000 to 2009	255	7.40%
1990 to 1999	301	8.73%
1980 to 1989	390	11.31%
1970 to 1979	319	9.25%
1960 to 1969	750	21.76%
1950 to 1959	677	19.64%
1940 to 1949	152	4.41%
1939 or earlier	476	13.81%
Total	**3,447**	
Source: ACS 2023 5-year estimates		

Occupied Housing Units by Number of Rooms		
Rooms	**Housing Units**	**Percent of Total Housing Units**
1	-	0.0%
2	-	0.0%
3	67	1.9%
4	294	8.5%
5	446	12.9%
6	863	25.0%
7	771	22.4%
8	527	15.3%
9+	479	13.9%
Total	**3,447**	**100.0%**
Median Rooms	6.6	
Source: ACS 2023 5-year estimates		

Occupied Housing Units by Number of Bedrooms		
Bedrooms	**Housing Units**	**Percent of Total Housing Units**
No Bedrooms	-	0.0%
1-Bedroom	158	4.6%
2-Bedrooms	638	18.5%
3- Bedrooms	1,667	48.4%
4-Bedrooms	796	23.1%
5 + Bedrooms	188	5.5%
Total	**3,447**	100.0%

Source: ACS 2023 5-year estimates

Estimated housing values show that approximately 16% of all housing units have values less than $200,000, which would provide an opportunity for low- and moderate- income families. The new affordable rental units from the recently completed inclusionary development will add to the City's affordability ranges for housing. According to ACS 5 year estimates no units lack complete kitchen or plumbing facilities and all units are heated using common sources.

Housing Value, Owner Occupied Units		
Value	**Housing Units**	**Percent of Total Housing Units**
Less than $50,000	76	2.6%
$50,000 to $99,999	83	2.9%
$100,000 to $149,999	95	3.3%
$150,000 to $199,999	210	7.2%
$200,000 to $299,999	1,274	44.0%
$300,000 to $499,999	918	31.7%
$500,000 to $999,999	215	7.4%
$1,000,000 or more	26	0.9%
Total	**2,897**	100.0%
Median Housing Value	$ 275,900	
Source: ACS 2023 5-year estimates		

The City has limited vacant land to accommodate new development. However, the City has been working with developers and property owners to create new opportunities for affordable housing as discussed below. The City also expects to see scattered infill residential development.

Employment Analysis

The median household income in the City is $104,042, and the median family income is $119,181. The poverty rate in the City is around 4% for all persons and 2% for families.

Income Levels			
	City of Northfield		
	Households	Families	Non-Family
Median Income	$104,042	$119,181	$58,083
Mean Income	$144,081	$170,687	$73,148
Source: ACS 2023 5-year estimates			

Percent Distribution Persons and Families below Poverty Level				
	Population Below Poverty Line			Families Below Poverty Line
	All Persons	% of All Persons 18+ Years of Age	% of All Persons 65+ Years of Age	
City of Northfield	4.4%	9.9%	5.8%	2.3%
Atlantic County	13.1%	22.3%	10.0%	9.9%
New Jersey	9.8%	8.8%	9.5%	7.0%
Source: ACS 2023 5-year estimates				

Affordable housing units are required to be priced to be affordable to low- and moderate-income families. Northfield is located within Region 6 for the purposes of determining housing affordability. Income limits for households ranging from 1 person to 5 persons range from a household income of $20,655 for a one-person low-income family up to an income of $84,983 for a 5-person moderate income household. Household income reported in the City includes 31% of households with incomes which would fall into the affordable housing income levels.

Household Income	
	2020 Northfield Households
Less than $10,000	1.4%
10,000 - 14,999	4.3%
15,000 - 24,999	4.2%
25,000 - 34,999	3.5%
35,000 - 49,999	7.0%
50,000 - 74,999	16.0%
75,000 - 99,999	12.0%
100,000 - 149,999	18.7%
150,000 - 199,999	12.5%
2000,000 +	20.4%
Source: ACS 2023 5-year estimates	

2024 Affordable Housing Region 6 Income Limits					
	1 Person Household	**2 Person Household**	**3 Person Household**	**4 Person Household**	**5 Person Household**
Median Income	$ 68,852	$ 78,688	$ 88,524	$ 98,360	$ 106,228
Moderate Income(80% of Median)	$ 55,081	$ 62,950	$ 70,819	$ 78,688	$ 84,983
Low Income (50% of Median)	$ 34,426	$ 39,344	$ 44,262	$ 49,180	$ 53,114
Very Low Income (30% of Median)	$ 20,655	$ 23,606	$ 26,557	$ 29,508	$ 31,868
Source: Affordable Housing Professionals of NJ, April 12, 2024					

Of the population over the age of 16, 66% are in the labor force and 65% are employed. The fields of educational services, and health care/social assistance employs 29% of the population. Over 46% of the employed population work in management, business, science and arts.

NORTHFIELD EMPLOYMENT STATUS		
	Total	**Percent of Population 16 Years and Over**
Population 16 years and Over	7,143	100%
In Labor Force	4,703	65.84%
Civilian Labor Force	4,680	65.52%
Employed	4549	63.68%
Unemployed	131	1.83%
Armed Forces	23	0.32%
Not In Labor Force	2,440	34.16%
Source: ACS 2023 5-year estimates		

Employment by Industry, Civilian Employed population 16 years and over		
Occupation	**No. Persons**	**% Northfield**
Agriculture, Forestry, Fishing and Hunting, and Mining	12	0.26%
Construction	259	5.69%
Manufacturing	154	3.39%
Wholesale Trade	51	1.12%
Retail Trade	460	10.11%
Transportation and Warehousing, Utilities	192	4.22%
Information	49	1.08%
Finance and Insurance, and Real Estate and Rental and Leasing	180	3.96%
Professional, Scientific, and Management, and Administrative and Waste Management Services	488	10.73%
Educational Services, and Health Care and Social Assistance	1,335	29.35%
Arts, Entertainment, and Recreation, and Accommodation and Food Services	782	17.19%
Other Services, except Public Administration	123	2.70%
Public Administration	464	10.20%
Total	**4,549**	**100%**
Source: ACS 2023 5-year estimates		

Employment by Occupation Civilian Employed population 16 years and over		
Occupation	**No. Persons**	**% Northfield**
Management, Business, Science, and Arts	2,123	46.67%
Service	997	21.92%
Sales and Office	909	19.98%
Natural Resources, Construction and Maintenance	327	7.19%
Production, Transportation & Material Moving	193	4.24%
Total	**4,549**	**100%**
Source: ACS 2023 5-year estimates		

Affordable Housing Obligation

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

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

Present Need/Rehab Obligation	10
Prior Round (1987-1999)	190
Round 3 Settlement (1999-2025)	89
Round 4 (DCA Calculations 2025-2035)	24
Total Obligation (New Units)	**303**

Present Need / Rehabilitation Component

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

Prior Round Component

The Prior Round obligation is the City's cumulative Round 1 and 2 affordable housing obligation for the years between1987 and 1999. The City's Prior Round obligation is **190**.

Round Three Component

Pursuant to a settlement agreement dated April 27, 2018, by and between Northfield and Fair Share Housing Center, the City's Third Round affordable housing obligation is **89** (per the Kinsey Report[2], as adjusted by FSHC settlement agreement, including the "Gap Period" between 1999 and 2015). The Third Round Prospective Need includes the so-called "Gap Period Present Need," which is a measure of households formed from 1999-2015 that need affordable housing, created by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

[2] David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, July 2015.

Round Four Component

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

On October 18, 2024, the Department of Community Affairs ("DCA") issued a report estimating the Fourth-Round affordable housing obligations for all municipalities based upon its interpretation of the standards of the Amended FHA. The City of Northfield adopted a binding resolution #53-2025 on January 21, 2025, committing to the DCA Fourth Round Prospective Need (New Construction) Obligation of **24**.

Vacant Land Adjustment

As part of the 2018 Plan the City prepared a Vacant Land Adjustment ("VLA") due to the lack of sufficient vacant, suitable land to fully-satisfy its Prospective Need obligations. A VLA requires an inventory of vacant parcels. Based upon the VLA approved in the 2018 Plan the City acknowledged a Realistic Development Potential ("RDP") of 18 units. Subtracting the 18-unit RDP from the City's Prospective Need Obligation of 89 results in a downward fair share adjustment of 71. This remainder of 71 is known as "Unmet Need," and is that portion of the obligation which cannot be satisfied due to the lack of available land.

In 2024 the city amended their approved Fair Share Plan to include a new parcel of land for affordable housing development. As part of this process the City updated their VLA to increase their RDP from 18 to 29 based on two newly identified properties that were not considered in the approved 2018 VLA. This resulted in a new Unmet Need of 60. The properties in the court-approved VLA as contributing to the City's RDP are in the table below.

VACANT AND UNDERUTILIZED PARCELS (ADJUSTED FOR WETLANDS)									
Block	Lot	Property Location	Owner's Name	Zone	Acreage	Acreage Less Wetlands	RDP @ 6 u/a	20% Set Aside	Comments
1	9 & 10	2713 ZION RD	CUMMINGS, BETTY J	R-1A	6.29		37.74	7.548	Bayview Garden Center
16.01	46.01	800 TILTON RD	NIKMEHR PROP.-GENUINE PARTS CO.	C-B	1.760	0.880	5.3	1.1	
41	13	NORTHFIELD AVE	SIGANOS REALTY, LLC	O-PB	0.422		7.5	1.5	Adjoining Parcels
41	14	NORTHFIELD AVE	SIGANOS REALTY, LLC	O-PB	0.424				
41	15	407 NORTHFIELD AVE	RICHARD SIMON,TRUSTEE	O-PB	0.399				
66	11	DOLPHIN AVE	CITY OF NORTHFIELD	R-1	1.1		13.5	2.7	
69	1.02	605 DOLPHIN AVE	CITY OF NORTHFIELD	S.C.	1.15				
59	2.01	807 TILTON RD	PINCHUS KIEJDAN ESTA MARITAL TR B	R-C	4.450		26.7	5.3	
150	1	DOLPHIN AVE	COUNTY OF ATLANTIC	R-1	4		24.0	4.8	
34	24	OAK AVE	JEWISH COMMUNITY PROPERTIES, INC.	R-C	4.6		27.6	5.5	
				Totals	24.595	0.880	142.3	28.5	

In accordance with the 2024 amendments to the FHA, the City has prepared an updated VLA which identifies any new vacant contiguous parcels of land in private ownership which are of a size that would be suitable to accommodate five or more housing units. The municipality utilized the zoning density of 6 units per acre to determine if the site was suitable for development and contributing to their RDP. The updated VLA continues to utilize a density of 6 units per acre in the City, due to the Court's prior approval of this density in the City's Court-approved Third-Round Plan, both as approved in 2018 and amended and approved by the Courts in 2024.[3] No significant changes in density have occurred within the City since the Court's approval

[3] In accordance with the 2024 FHA amendments, N.J.S.A. 52:27D-310.1.1.c – vacant contiguous parcels of land in private ownership of a size which would accommodate fewer than five dwelling units based on appropriate standards pertaining to housing density. The City utilized a density of 6 units per acre as was utilized in their Round-Three VLA. This is higher than the permitted density in the City's primary residential zoning districts.

of the 6 units per acre presumptive density. A review of all vacant parcels as of March 2025 were compiled and compared to those identified in the 2018 VLA and 2024 Amended VLA. There were no new vacant parcels identified which would add to the City's RDP. The following table identifies all newly identified vacant properties.

NEWLY IDENTIFIED VACANT PARCELS - MARCH 2025*							
Block	Lot	Property Location	Owner's Name	Zone	Acreage	Yied at 6 u/a	Notes
1	11	2701 ZION RD	CUMMINGS FAMILY LLC	R-1A	0.35	2.1	Parcel is too small to add to RDP
40	31	NEW RD & BURTON AVE	MARINCSIN, JOSEPH & NAM I WOO	R-1	0.29	1.74	Parcel is too small to add to RDP
42	8	517 BANNING AVE	BUNTING HEALTH CENTER LLC	O-PB	0.14	0.84	Parcel is too small to add to RDP
67	9	MAPLE AVE	COHEN, ARIANNE R & MATTHEW S	R-1	0.062	0.372	Parcel is too small to add to RDP
67	10	MAPLE AVE	COHEN, ARIANNE R & MATTHEW S	R-1	0.21	1.26	Parcel is too small to add to RDP
68	19, 20, 21	305 NEW RD	305 NEW ROAD,LLC	O-PB	0.34	2.04	Parcel is too small to add to RDP
95	2	1717 ZION RD	BOURNE PERFECT LLC		0.38	2.28	Parcel is too small to add to RDP
* The above includes those vacant parcels that were not listed and identified in the 2018 and 2024 Court-approved VLA							

Land Use Analysis

The City has conducted an exhaustive review of all available vacant and underutilized parcels through their approved Vacant Land Adjustment. The City has given consideration to those sites which would be suitable for affordable housing purposes. The City has also reviewed all municipal owned parcels and is proposing a new affordable housing development on an unrestricted City owned property along Dolphin Avenue.

Consistent with smart growth principles, the City has chosen to intersperse affordable housing throughout existing residential neighborhoods in the City and in proximity to transportation corridors including the N.J. Transit bus service stops, U.S. Route 9 (New Road) and County Route (Tilton Road), which is a major county roadway traversing across the County from the City of Northfield to the Township of Galloway. These areas of the City provide the greatest number of employment opportunities and services. The developed portions of the City (excluding the marshlands) are within the State Planning Area 1, which is conducive and appropriate for development.

Multigenerational Family Housing Analysis

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

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

A review of 2020 Census data shows that 4.5% of the occupied housing units in the City contain three plus generations of families. The City of Northfield is an older suburban community and recognizes the needs of older residents who want to age in place or continue to live independently in the City where they raised their families. The City has created opportunities for new age-restricted apartment housing with affordable housing units. The City ordinances do not prohibit the creation of extra living space for family members, provided they are part of the same housekeeping unit.

Regional Planning Analysis

The Office of Planning Advocacy and the State Planning Commission are currently in the process of Cross Acceptance to adopt the 2024 State Development and Redevelopment Plan (SDRP). This is the first update to the 2001 SDRP. In both the 2001 and 2024 SDRP the City of Northfield's developable land areas are within a Metropolitan State Planning Area (PA1). Along the City's eastern border, a portion of the City is within the Environmentally Sensitive Planning Area (PA5), which is consistent with the marshland areas of the municipality. No development is proposed or possible in the PA5 areas. The PA5 area accounts for less than 10% of the total land area.

As an older suburban community, the City is primarily built-out. The City has infrastructure for water and sewer and has approved stormwater management ordinances in accordance with the NJ DEP requirements. The City has access to public transportation through the New Jersey Transit bus services. In the 2024 Draft SDRP the PA1 Planning Area is intended to

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

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

These intentions have been embodied in the City's planning efforts, specifically through their affordable housing planning and master planning efforts. The City has limited vacant land that can be developed, the majority of new development is rooted in the reuse and redevelopment of previously utilized properties. The City continues to look at their zoning to encourage the redevelopment and improvement of older facilities and properties while balancing the character of their community.

FAIR SHARE PLAN

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

Affordability Requirements

Affordable housing is defined under New Jersey's Fair Housing Act as a dwelling, either for sale or rent that is within the financial means of households of low or moderate income as income is measured within each housing region. The City of Northfield is in Region 6, which includes Atlantic, Cape May, Cumberland and Salem counties. Moderate–income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. As required by the amended FHA (Roberts bill), there is also included a very low-income category, which is defined as households earning 30% or less of the regional median income.

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

70% of the median income. The average sale price must be affordable to a household that earns no more than 55% of the median income.

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

Affordable Housing Plan

The following amends in part the City's approved Third Round Plan and incorporates provisions to address the City's new Fourth-Round obligations.

Rehabilitation Obligation/Present Need:

The City's Present Need obligation is **10-units**. As it did in its Court-approved Third-Round plan, the City's rehabilitation obligation is being addressed through the Atlantic County Improvement Authority ("ACIA") through their "Owner Occupied Housing Rehabilitation Program." The ACIA uses federal Community Development Block Grant (hereinafter "CDBG") funds as well as prior rehabilitation funds paid back at the time of a home sale to operate a county-wide housing rehabilitation program. This program provides deferred loans for property owners that meet the required income limits. To qualify property owners must also demonstrate that the home is properly insured and the municipal taxes are paid up to the current quarter. The program requires that a household's income not exceed 80% of the median income for Atlantic County in accordance with HUD published Section 8 income guidelines. If qualified a homeowner can use a deferred loan for basic rehabilitation needs

including plumbing, heating, electric, roof, windows, doors, insulation and exterior repair and painting.

From April of 2010 through December of 2024, the ACIA in cooperation with the City of Northfield had rehabilitated six (6) units within the City. The City's Fourth-Round rehabilitation obligation will be handled through the continued participation in the County-wide program. A list of all units which were rehabilitated from 2010 through 2024 is included in the Appendix.

Prior Round:

As set forth above, the City of Northfield has addressed their Prior Round (1987-1999) obligation of **190** as per the City's Court approved housing element and fair share plan dated January 22, 2015. This plan was amended as part of the City's Third-Round settlement agreement and approved by the Court in its 2018 Judgment of Compliance and Repose (JOR) and again in the City's 2024 Amended JOR. In order to effectively address the City's total affordable housing obligation, the components addressing the prior round will be amended as follows below, utilizing all Court-approved projects from the City's Third Round plans, as amended in 2024.

Bonus credits are permitted for rental units, up to 25% of the City's Prior Round obligation in accordance with N.J.A.C. 5:93-5.15(a). As such the City is permitted to take a bonus credit for a maximum of 47 credits. Additionally, in accordance with N.J.A.C. 5:93-5.14(a)1, the City is permitted to include up to 25% of the total Prior Round obligation (less prior cycle credits) as age-restricted housing units, for a maximum of 47 units.

The following Table summarizes the Prior Round Obligation Components as amended:

Northfield Prior Round Plan Obligation - 190	Rental	Senior	Family	Units	Bonus Credits	Total Credits
Inclusionary Development Credits						
MGS Development Cresson Avenue	x		x	28	28	56
AC Country Club			x	47		47
Special Needs Housing Credits						
Career Opportunity Development – 322 Shore Road	x		x	4	4	8
Butterfly Properties – 116 Oakcrest	x		x	3	3	6
Community Quest 2026 Cedarbridge Road	x		x	3		3
Caring Inc 103 E Mill Road	x		x	6		6
Caring Inc 120 E Mill Road	x		x	5		5
100% Affordable						
Camden Diocese	x	x		47	12	59
			Total	**143**	**47**	**190**

Third Round:

Pursuant to the FSHC agreement referenced above, the City's Third Round affordable housing obligation is **89**. The Third Round Prospective Need includes the so-called "Gap Period Present Need," which is a measure of households formed from 1999-2015 that need affordable housing, created by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).

The City prepared a Vacant Land Adjustment in their Court approved Third-Round plan which created an RDP of 18 units. As noted earlier, the approved VLA was amended and approved by the Court in 2024 and increased the third-round **RDP to 29** resulting in a new **Unmet Need of 60**.

Bonus credits are permitted for rental units up to 25% of the City's RDP in accordance with N.J.A.C. 5:93-5.15(a). As such the City is permitted to take a bonus credit for a maximum of 7 credits. Additionally, in accordance with N.J.A.C. 5:93-5.14(a)2, the City is permitted to include up to 25% of the RDP as age-restricted housing units, for a maximum of 7 units.

The following table addresses how the City will satisfy its Third-Round RDP obligation, as previously approved by the Court in the City's 2024 Amended Housing Element and Fair Share Plan.

Northfield Third Round Prospective Need Plan RDP – 29	**Rental**	**Senior**	**Family**	**Units**	**Bonus Credits**	**Total Credits**
Inclusionary Development Credits						
MGS Development Cresson Avenue	x		x	12	7	19
100% Affordable						
Camden Diocese	x	x		7		7
Municipally Sponsored						
Habitat for Humanity – Dolphin Avenue			x	3		3
			Total	**22**	**7**	**29**

Northfield Third Round Prospective Need Plan Unmet Need – 60	Rental	Senior	Family	Units	Bonus Credits	Total Credits
Supportive Housing Credits						
Tunnel to Towers Wabash Avenue	x			12		12
Inclusionary Development Credits						
AC Country Club			x	15		15
Tilton Road Mixed Use			x	9		9
St Gianna Parish Overlay		x		20		20
Mandatory Set-aside Ordinance				varies		varies
100% Affordable						
Camden Diocese	x	x		11		11
			Total	**67**	**0**	**67**

The City will continue to address their Unmet Need with existing set-aside ordinances and overlay zones as provided for herein.

Fourth Round Prospective Need:

The Department of Community Affairs (DCA) for the State of New Jersey has calculated proposed new affordable housing obligations for each municipality for Round 4 (2025 through 2035). The City's Fourth-Round affordable housing obligation is **24**.

The City has an approved Vacant Land Adjustment in their Court-approved Third-Round plan which created an RDP of 29. A review of the 2025 tax records identified several new vacant parcels, all of which were of insufficient size to create an RDP. As such, the City's Fourth Round **RDP is 0 with an Unmet Need of 24.**

When a Fourth-Round plan includes a VLA, the components of the Fair Share Plan are required to include an identification of parcels which are likely to redevelop over the next ten years which would provide for up to 25% of the City's Fourth-Round RDP. (FHA 52:27D-310.1) This would require a total of **0 credits** as the City's Fourth-Round RDP is zero**.** However, the City has provided for credits to the Fourth-Round RDP from the Habitat and Camden Diocese project and utilized transitional housing credits for a total of 19 housing unit credits, meeting this requirement. The City has also maintained their mandatory set-aside ordinance in the event of new development opportunities.

The amendments to the FHA for a Fourth-Round plan require a municipality provide 50% of actual affordable units, exclusive of any bonus credits, available to families with children. Additionally, at least 25% of actual units, exclusive of bonuses, are required to be rental units, of which of which 50% of the rental units are to be available to families with children. (N.J.S.A. 52:27D-311.l) The proposed mechanisms for the Unmet Need includes nine (9) family units from the Habitat development. If units are developed through the Unmet Need components the City will ensure that they include family rental units where appropriate.

The 2024 amendments to the FHA included a new component for "Transitional Housing" which can account for up to 10% of a Fourth-Round obligation. The FHA defines "Transitional Housing" which may qualify for affordable housing credits. Within the City there are several Cooperative Sober Living Residence (Class F Rooming House) that have been licensed by the State Department of Community Affairs under N.J.S.A. 55:13B-1, et seq. While there are seven facilities with 31 total bedrooms, the City may only take credit for 3 bedrooms under the 10% cap.

The City will maintain the mandatory set-aside ordinance as provided for in the Third-Round to address the remaining Unmet Need.

The following table addresses Fourth-Round credits which will address the City's Fourth-Round Unmet Need.

Northfield Fourth Round Prospective Need Plan RDP – 0 Unmet Need – 24	**Rental**	**Senior**	**Family**	**Units**	**Bonus Credits**	**Total Credits**
Transitional Housing						
Atlantic Sober Living 311 New Road – Class F	x			3		3
Municipally Sponsored						
Habitat for Humanity Dolphin Avenue			x	9	6	9
100% Affordable						
Camden Diocese	x	x		7		7
Inclusionary Development						
AC Country Club			x	10		10
Supportive Housing						
Tunnel to Towers Wabash Avenue	x			103		103
			Total	**132**	**6**	**138**
			Surplus Credits			**+114**

Bonus credits are permitted for units in the Fourth Round in accordance with the amended FHA under N.J.S.A. 52:27D-311.k. The City is permitted to utilize up to six (6) bonus credits and proposes to apply these to the Habitat for Humanity project. More specifically, this is a 100% affordable housing project which the City is contributing to the costs of development with property and funds from the AHTF. Under N.J.S.A. 52:27D-311.k(8) the City is permitted one bonus credit for each unit up to 25% of the total Fourth-Round prospective need, allowing for the six (6) bonus credits. The City reserves the right to apply bonus credits in the future if they become available.

Unfulfilled Prior Round (1987 through 2025)

The mechanisms identified in Northfield's Court approved FSP plan included several components which were not completed. In accordance with the requirements of the Amended FHA, the City evaluated these Court-approved mechanisms and have determined that they remain viable mechanisms to remain in the City's plan and are discussed below.

Atlantic City Country Club – 72 units

This parcel is located along Shore Road and consists of 225 acres, of which approximately 110 acres are considered uplands. The site is currently zoned Country Club C-C, permitting a golf course and single-family residential dwelling units. The zoning district also permits a Country Club Community as a permitted conditional use. The Country Club Community would permit a combination of golf course, single-family residential on one-acre lots, golf villas and golf suites for a maximum of 62 golf-villas, 50 golf-suites and 13-single-family dwelling units.

The City amended the existing Country Club Community standards to permit increased residential densities with an affordable housing set-aside. The ordinance restricts the residential development to areas on Block 175, Lot 48 and Block 179.01, Lot 1.01. The ordinance maintains the golf-course and club house. The zoning would permit up to 360 residential units as a combination of golf villas and townhouse units. The golf suites would continue to be a permitted use separate from the golf villas. It is estimated that the areas available for development consists of approximately 21+/- acres. The residential density on the 21 acres (excluding the balance of the 18-hole golf course) would be 17 units per acre. This would permit up to 72 affordable housing units with a 20% set-aside. Forty-seven (47) of these credits would be

applied to the Prior Round obligation with the balance being utilized to satisfy the City's Unmet Need.

The Atlantic City Country Club is under private ownership. It was founded in 1897 and is known as "The Birthplace of the Birdie" as well as being where the term "Eagle" was coined. (www.accountryclub.com *Course History*) The City recognizes the importance of the golf course and its future success. The City wants to see the golf course preserved as a fundamental part of the community. The proposed ordinance would not eliminate the 18-hole course but allow for added development along its fringe areas.

Tilton Road Mixed Use – 9 units

This parcel is a combination of two properties located on Block 16.01, Lots 52 and 57 and consists of 15.51 acres. The site is currently zoned Regional Commercial R-C, permitting non-residential development. This zoning district also permits Residential Senior Housing as a permitted conditional use. As a conditional use a property of at least 7 acres may create a Planned adult development with a density of 12 units per acre. The zoning also permits Mid-Rise Senior Citizen Housing as a conditional use on lots of 15 acres at a density of 15 units per acre. Both conditional uses require a 20% set-aside for low/moderate income housing.

The City rezoned this parcel as an overlay for Affordable Housing as part of a mixed-use development with a density of 2.6 units per acre on September 25, 2018 by Ordinance No 7-2018. The site would accommodate up to 40 multi-family housing units with an affordable housing set-aside of 20% or 8 units. The zoning would also permit first floor commercial/office space. The City currently does not permit multi-family residential housing as a mixed use. The overlay zone will offer additional opportunities for development that would not otherwise exist. The ability to create multi-family housing with first floor commercial provides incentives making the new

land use more attractive and feasible on this property. This zoning was approved by the Court in both its 2018 and 2024 Third Round plans.

This plan amends the total lots and adds the adjoining lot 56 into the overall site as part of the Tilton Road Mixed Use zone noted below. This would add an additional 0.69 acres to the tract area and provide for an additional affordable housing unit. The addition of this parcel will create a larger tract and would improve the viability of the proposed mixed-use zoning designation. The tax map showing all three lots is located in the Appendix.

A portion of this property is impacted by wetlands and additional investigations will need to be completed to determine the useable building envelope. However, given the permitted site coverages under the CAFRA regulations and the location of the property along a commercial corridor, the mixed-use development zoning provides an improved opportunity for development.

The site will also continue to permit the age-restricted housing development as a permitted conditional use. The requirements of the existing ordinance for the conditional use development includes a 20% affordable housing set-aside. In this development scenario the site could accommodate a greater housing density but no commercial space. The City reserves the right to review the appropriateness of the age-restricted conditional use standards at a later date.

The site is located on the City's primary commercial corridor, Tilton Road. It is bordered to the north by a newly constructed office building. The southern side of the site includes various non-residential land uses including a small shopping center with a lawn and garden contractors yard in the rear. Opposite the site on the eastern side of Tilton Road is a larger shopping center. To the rear of the shopping center is the recently zoned affordable housing site for MGS properties.

Tunnel to Towers (Mill Road/Wabash Avenue) – 121 units

This parcel is located on Block 92, Lots 25, 28, 29, 31, 33 & 34. The property contains a non-conforming business operation of a construction company. The uses on the property include an office, shop and storage building as well as an outside storage yard for equipment and materials. The site is bordered to the west by the City Library and the local bike path runs along the street frontage just opposite the site on Wabash Avenue. The surrounding neighborhood includes single-family detached dwelling units on lot sizes that range from 8,000 square feet to 13,000 square feet (approximately).

The City created a new zone on this parcel, Affordable Housing 1-Age Restricted district (AH1-AR) with a density of 12 units per acre. The site would accommodate a minimum of 80 units of which 12 would be affordable housing units using a set-aside of 15%. The site has been approved for development by the Planning Board; however, construction has not begun. The site was the subject of a Memorandum of Understanding, and the City is continuing to work with the property owner to facilitate the proposed development. This proposed project was approved by the Court in both its 2018 and 2024 Third Round plans.

Subsequent to the adoption of the 2025 HEFSP the property owner reached out to the City to propose a new project on this property. The City is now amending the HEFSP to include the proposed Stephen Siller Tunnel to Towers Foundation (T2T) project which consists of up to 121 Veterans Supportive Housing units. T2T, whose charitable mission, among other things, is to provide supportive housing to veterans, has entered into a Developer's Agreement with the City and the property owner. In accordance with the Developer's Agreement the project will provide at least 115

"creditworthy" units. These are noted as supportive housing credits in the City's plan as applied to the City's Third and Fourth Round Unmet Need and replacing the 12 age-restricted units from the Homes for All project. The City reserves the right to provide credits for up to the 121 units if they are in fact considered "creditworthy" under the applicable affordable housing regulations.

Elements Satisfying Obligation

City Owned Site/Habitat for Humanity – 12 units

This site was included in the City's Court-approved Amended 2024 Fair Share Plan. The City has entered into an agreement with Habitat for Humanity to develop the property with up to twelve (12) affordable family units in the form of twins. The City is working with Habitat to approve a subdivision plan creating these lots, which is expected to be filed and approved in 2025.

The property is City owned and contains just over 2 acres along Dolphin Avenue and Harvey Drive on Block 66, Lot 11 and Block 69, Lot 1.02. The two parcels are not contiguous. The parcel along Harvey Drive is wooded and is bordered by a single-family dwelling on the north and west. Opposite the site on the east side of Dolphin Avenue is the Atlantic County public works yard. The parcel on Dolphin Avenue is also wooded and is completely surrounded by the Atlantic County public works yard.

Block 66, Lot 11 is located at the corner of Harvey Drive and Dolphin Avenue and contains one acre of land. Block 69, Lot 1.02 is located along Dolphin Avenue and contains 1.12 acres of land. The development plan proposes to provide for up to 12 affordable housing units. This would be achievable through partnership with Habitat for Humanity.

Site Suitability Analysis – City Owned Site - Site Suitability is addressed in COAH's Second Round regulations at N.J.A.C. 5:93-5.3. The criteria under which a site is to be evaluated includes a finding that the site is available, approvable, developable and suitable as defined in N.J.A.C. 5:93-1.

- *"Available site" means a site with clear title, free of encumbrances which preclude development for low- and moderate-income housing.*
  - This site belongs to the City of Northfield. The City is in the process of entering into an agreement with Habitat for Humanity for the development of the property with affordable housing units.
- *"Approvable site" means a site that may be developed for low and moderate income housing in a manner consistent with the rules and regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low and moderate income housing.* – This site is zoned for single-family housing units. A zoning amendment will be required to provide for the proposed development of three duplexes on each of the two parcels. This amendment is recommended as part of the amended Fair Share Plan. The developed areas of the City of Northfield, where this site is located, are in a State Planning Area 1, Metropolitan (PA1). The State Plan encourages development in the PA1 and PA2 areas.
- *"Developable site" means a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable area wide water quality management plan (including the wastewater management plan) or is included in an amendment to the area wide water quality management plan submitted to and under review by*

DEP. – The site has access to public water and sewer and is consistent with the approved Atlantic County water quality management plan.

- *"Suitable site" means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.* –The site is surrounded by moderate density single-family housing in Northfield and is also adjacent to the city public works facility. The site is also proximate to Route 9 and public bus transportation. In terms of the environmental policies at N.J.A.C. 5:93-4 the site development area is not impacted by wetlands, flood hazard areas or steep slopes. The development will require some tree removal but there are no known environmental constraints to the proposed development.

Camden Diocese – 72 units

This property was included in the 2024 plan amendment to provide affordable housing on land owned by Atlantic County in cooperation with the Camden Diocese, which was approved by the Court and included in the City's 2024 Amended JOR. The property is identified as Block 150, Lot 1 and is located along Dolphin Avenue. This is a larger property of 28 +/- acres which is home to the Meadowview Nursing and Rehabilitation Center, owned and operated by Atlantic County. The Camden Diocese would be purchasing approximately 2.5 acres of land from the County to provide for up to 72 age-restricted rental affordable housing units in a 100% affordable housing project. The City adopted a zoning ordinance to provide for this proposed development.

Site Suitability Analysis – Camden Diocese - Site Suitability is addressed in COAH's Second Round regulations at N.J.A.C. 5:93-5.3. The criteria under which a site is to be evaluated includes a finding that the site is available, approvable, developable and suitable as defined in N.J.A.C. 5:93-1.

- *"Available site" means a site with clear title, free of encumbrances which preclude development for low- and moderate-income housing.* - This site belongs to the County of Atlantic. The County has agreed to subdivide up to 4 acres from the existing parcel to provide for the proposed development by the Camden Diocese.
- *"Approvable site" means a site that may be developed for low and moderate income housing in a manner consistent with the rules and regulations of all agencies with jurisdiction over the site. A site may be approvable although not currently zoned for low and moderate income housing.* – This site requires a zoning amendment to provide for the proposed development. This amendment is recommended as part of the amended Fair Share Plan. This is a developed site with adequate room available to provide for the proposed affordable housing development. The developed areas of the City of Northfield, where this site is located, are in a State Planning Area 1, Metropolitan (PA1). The State Plan encourages development in the PA1 and PA2 areas.
- *"Developable site" means a site that has access to appropriate water and sewer infrastructure, and is consistent with the applicable area wide water quality management plan (including the wastewater management plan) or is included in an amendment to the area wide water quality management plan submitted to and under review by*

DEP. – The site has access to public water and sewer and is consistent with the approved Atlantic County water quality management plan.

- *"Suitable site" means a site that is adjacent to compatible land uses, has access to appropriate streets and is consistent with the environmental policies delineated in N.J.A.C. 5:93-4.* – This site is part of a larger County owned property which includes the Meadowview Nursing and Rehabilitation Center. The site is also surrounded by moderate density single-family housing in Northfield and in the abutting City of Pleasantville. The site is also proximate to Route 9 and public bus transportation as well as having access to the County transportation system for senior citizens. In terms of the environmental policies at N.J.A.C. 5:93-4 the site development area is not impacted by wetlands, flood hazard areas or steep slopes. The proposed development is on an area of the tract which is generally cleared of trees and proximate to the current site improvements. The development will share a common access drive with the Meadowview Nursing facility.

Overlay Zone – St. Gianna Beretta Molla Parish – 20 units

The City created an overlay zone for Block 40, Lots 28, 29 & 40 (St. Gianna Beretta Molla Parish) to permit the development of complimentary housing options. This site is currently developed with the existing parish, rectory and associated improvements. The overlay zoning permits the creation of an inclusionary or 100% affordable age-restricted development, independent living or congregate care/assisted living facility. The total site is 14.4 acres with approximately 6 acres available for development. The ordinance permits the housing to be developed in addition to the existing church campus. The site is permitted to create at least 100 units/beds with 20 affordable units. The zoning permits 100% affordable or market-

rate with a minimum 20% set-aside. The market-rate would allow a density to support a minimum of 20 affordable housing units. Since the Catholic Church owns the site it is feasible to permit a 100% affordable development which could generate additional housing credits. This overlay was approved by the Court in both the City's 2018 and Amended 2024 Third Round plans.

Transitional Housing – 3 credits

The 2024 amendments to the FHA included a new component for "Transitional Housing" which can account for up to 10% of a Fourth-Round obligation. The FHA defines "Transitional Housing," which qualify for affordable housing credits. The term means temporary housing which meets the following criteria:

- Includes, but is not limited to, single-room occupancy housing or shared living and supportive living arrangements;
- Provides access to on-site or off-site supportive services for very low-income households who have recently been homeless or lack stable housing;
- Is licensed by the department (DCA); and
- Allows households to remain for a minimum of six months.

While there are seven facilities with 31 total bedrooms, the City may only take credit for 3 bedrooms under the 10% cap. The facilities are identified below and copies of all licensing are included in the Appendix.

Transitional Housing Facilities	Bedrooms
Stop the Heroin 502 Burton Avenue – Class F	6
Stop the Heroin 590 Maple Avenue – Class F	5
Stop the Heroin 517 Pine Street – Class F	6

Atlantic Sober Living 311 New Road – Class F	3
Atlantic Sober Living 650 Hollywood Drive – Class F	3
Atlantic Sober Living 418 Dolphin Avenue – Class F	3
Shoova House LLC 13 Golfview Drive – Class F	5

Overlay Zone – City Wide

The City adopted a municipal-wide ordinance requiring a mandatory affordable housing set aside for all new multifamily residential developments of five (5) units or more. The set aside for rental developments shall be fifteen percent (15%) and the set aside for for-sale developments shall be twenty percent (20%). The provisions of the ordinance do not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. This ordinance remains in full force and effect and was approved by the Court in both the 2018 and Amended 2024 Third Round plans.

Miscellaneous Provisions

The City has provided for affordable housing opportunities under the existing zoning for age-restricted developments. In the R-1 and the RC zones the City permits a Planned Adult Community with 12 units per acre with a 20% low- and moderate-income set aside. The same districts also permit a mid-rise age-restricted development of 15 units per acre with a 20% low- and moderate-income set aside. These conditional uses will remain in the ordinance, continuing to provide future affordable housing opportunities.

Very Low-Income Units

Very Low-income housing is affordable to those households with a gross household income of 30% or less of the median gross household income in the region. In 2008 the FHA was amended to include a requirement that at least 13% of all affordable housing units be very low-income units[4]. The 2024 amendments to the FHA added a provision that at least half of the very low-income units be available to families with children. This would apply to the City's Fourth-Round obligation.

The City is required to provide 13% of their total affordable housing units in their Third and Fourth-Round plans as very-low-income units. With a Third-Round RDP of 29 and a Fourth Round RDP of zero, the total very low-income units required are 4.

It is proposed that a portion of these units be addressed in the Camden Diocese project. At least 2 units are required to be family units. The City proposes to include these units in either the Habitat development, by using AHTF to buy-down units or in the event another affordable family unit development progresses on one of the zoned sites the City will ensure to require the 2 very-low-income family units.

Phasing Plan for Affordable Housing Units[5]

The City has unbuilt units satisfying their Third and Fourth-Round RDP. The Unmet Need units will come online as the developments progress but are not included in the phasing schedule. The development of these units are subject to market

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

[5] Phasing is estimated and may not reflect changes to market conditions which will impact the proposed developments.

conditions. The City anticipates that the identified projects in the RDP for both rounds will be developed in accordance with the following schedule:

Program	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Camden Diocese		40	32							
Habitat Site	4	4	4							
AC Country Club					10	10	10	10	10	
Total	**4**	**44**	**36**	**0**	**10**	**10**	**10**	**10**	**10**	**0**

Bonus Provisions

For the Prior Round and Third-Round plan, in accordance with N.J.A.C. 5:93-5.15, the municipality intends to take bonus credits for up to 25% their total obligation as provided for in the Court-approved Third-Round plan. The projected rental bonus would account for up to 94 credits.

Bonus credits are permitted for units in the Fourth Round in accordance with the amended FHA under N.J.S.A. 52:27D-311.k. for up to 25% of the total Fourth-Round prospective need, allowing for six (6) bonus credits. The City reserves the right to apply additional bonus credits in the future if they become available.

Affordable Housing Trust Fund

City of Northfield adopted an affordable housing trust fund ordinance in accordance with affordable housing regulations for the purposes of funding affordable housing activities on October 17, 2017, under Ordinance 15-2017. The City is amending the Development Fee Ordinance to meet the newly adopted regulations of the Uniform Housing Affordability Controls under N.J.A.C. 5:80 et seq.,

as amended December 15, 2025, and the Fair Housing Act regulations under N.J.A.C. 5:99 et seq., as approved December 15, 2025. The proposed amended ordinance is included in the Appendix as part of the Affordable Housing ordinances. As of May 31, 2024 the balance of the AHTF was $110,736. A Spending Plan will be completed to provide for the expenditure of funds.

Cost Generation

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

Monitoring

The City of Northfield shall complete all required annual monitoring reports for the municipality's Affordable Housing Trust Fund and of the affordable housing units and programs in accordance with the FHA regulations and requirements. In fact, the municipality has complied with all current AHMS reporting deadlines to date, as set forth in the Amended FHA. Northfield's Municipal Housing Liaison has access to the AHMS and has been regularly inputting the required monitoring data as it becomes available.

Fair Share Ordinance and Affirmative Marketing

The City of Northfield on September 11, 2018 by ordinance 6-2018 and in accordance with the City's Court-approved Fair Share Plan, adopted an Affirmative Marketing and Fair Share Ordinance in accordance with N.J.A.C. 5:93 et seq., and UHAC at N.J.A.C. 5:80-26[6]. These ordinances are being amended in accordance with the newly adopted regulations of the Uniform Housing Affordability Controls under N.J.A.C. 5:80 et seq., as amended December 15, 2025, and the Fair Housing Act regulations under N.J.A.C. 5:99 et seq., as approved December 15, 2025. The proposed amended ordinance is included in the Appendix. The City's Fair Share Ordinance will govern the administration of affordable units in the City as well as regulating the occupancy of such units. The Fair Share Ordinance covers the phasing of affordable units, the low/moderate income split, bedroom distribution, occupancy standards, affordability controls, establishing rents and sales prices, affirmative marketing, income qualification and the like. The costs of advertising and affirmative marketing of the affordable units (including the contract with the Administrative Agent) shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City.

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 City. 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 #6, consisting of Atlantic, Cape May, Cumberland and Salem counties.

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

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

Conclusion

There are limited remaining opportunities to create affordable housing in the City given the scarcity of vacant or underutilized parcels. Despite this, the City proposes to meet its Prior Round affordable housing obligation through various mechanisms as demonstrated herein. The City also recognizes there is a need to provide future opportunities for affordable housing and therefore has revised portions of the existing zoning ordinance to ensure larger residential developments provide affordable housing

APPENDIX A – Northfield DJ Complaint

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

APPENDIX C – Northfield Rehab Units

APPENDIX D – Tilton Road Mixed Use Tax Map

APPENDIX E – Affordable Housing Ordinances (Including Tilton Road Amendment)

APPENDIX F – Transitional Housing Licenses (To Be Provided)

APPENDIX G – Consent Order for Conditional Compliance Certification

APPENDIX H – Dolphin Avenue Redevelopment Plan

APPENDIX I – Wabash Avenue Redevelopment Plan

APPENDIX J – Tunnel to Towers Developer's Agreement

APPENDIX A

SURENIAN, EDWARDS, BUZAK & NOLAN LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
(732) 612-3100
By: Nancy L. Holm, Esq. (Attorney ID: 013442006)
Attorneys for Declaratory Plaintiff, City of Northfield

IN THE MATTER OF THE APPLICATION OF THE CITY OF NORTHFIELD, COUNTY OF ATLANTIC, STATE OF NEW JERSEY	**SUPERIOR COURT OF NEW JERSEY** LAW DIVISION: ATLANTIC COUNTY DOCKET NO.: ATL-**L-**____ CIVIL ACTION AFFORDABLE HOUSING DISPUTE RESOLUTION PROGRAM PER DIRECTIVE # 14-24 **COMPLAINT FOR DECLARATORY RELIEF PURSUANT TO AOC DIRECTIVE # 14-24**

Declaratory Plaintiff, the City of Northfield, County of Atlantic, State of New Jersey (hereinafter, "Northfield" or the "City"), a municipal corporation of the State of New Jersey, with principal offices located at 1600 Shore Road, Northfield, New Jersey 08225, by way of this Declaratory Judgment Action ("DJ Action") as authorized under Directive # 14-24 of the Administrative Office of the Courts ("AOC") alleges and says:

Background

1. The City of Northfield is a municipal corporation of the State of New Jersey.

2. The Planning Board of the City of Northfield (hereinafter, "Planning Board") is a municipal agency created and organized under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., ("MLUL"), and, among other duties and obligations, is responsible for adopting the Fourth Round Housing Element and Fair Share Plan ("HEFSP") of Northfield's Master Plan.

3. Through this DJ Action, Northfield seeks the following relief in relation to its Fourth Round (2025-2035) affordable housing obligation: (a) to secure the jurisdiction of the Affordable Housing Dispute Resolution Program (the "Program") pursuant to P.L. 2024, c.2 (hereinafter, the "Act") and the Court, pursuant to AOC Directive # 14-24; (b) to have the Program and the Court approve the City of Northfield's Present and Prospective affordable housing obligations as set forth in the binding resolution adopted by the City, attached hereto as **Exhibit 1**; (c) to have the Program and the Court approve the City's HEFSP to be adopted by the Planning Board and endorsed by the Council and issue a conditional or unconditional "Compliance Certification" pursuant to the Act or other similar declaration; (d) to the extent it is not automatically granted pursuant to the Act, through the filing of this DJ Action and binding resolution, to have the Program and the Court confirm Northfield's immunity from all exclusionary zoning litigation, including builder's remedy lawsuits, during the pendency of the process outlined in the Act and for the duration of the Fourth Round, i.e., through June 30, 2035; and (e) to have the Program and the Court take such other actions and grant such other relief as may be appropriate to ensure that the City receives and obtains all protections as afforded to it in complying with the requirements of the Act, including, without limitation, all immunities and presumptions of validity necessary to satisfy its affordable housing obligations voluntarily without having to endure the expense and burdens of unnecessary third party litigation.

COUNT I

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

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

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

6. Among other things, the Act abolished the Council on Affordable Housing (hereinafter, "COAH"), and replaced it with seven retired, on recall judges designated as the Program. Among other things, the Act authorized the Director of the AOC (hereinafter, "Director") to create a framework to process applications for a compliance certification.

7. On or about December 19, 2024, the Director issued Directive #14-24, which among other things, required municipalities seeking compliance certification to file an action in the form of a Declaratory Judgment Complaint and Civil Case Information Statement in the County in which the municipality is located within 48 hours after the municipality's adoption of a binding resolution as authorized under the Act and attach a copy of said binding resolution to the DJ Action.

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

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

WHEREFORE, the City of Northfield seeks a declaratory judgment for the following relief:

a. Declaring that the City has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set

forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the City under the Act;

c. Declaring the approval of the City's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations;

d. Declaring that the City continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act;

e. Declaring and issuing a Compliance Certification and continuing immunity from exclusionary zoning litigation in accordance with the Act and Directive #

14-24 to the City of Northfield for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

COUNT II

DETERMINATION OF THE PRESENT AND PROSPECTIVE NEED OF THE CITY OF NORTHFIELD

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

11. The Act adopted the methodology to calculate every municipality's present and prospective need affordable housing obligation for the Fourth Round (2025-2035) and beyond.

12. The Act directed the Department of Community Affairs ("DCA") to apply the methodology and to render a non-binding calculation of each municipality's present and prospective affordable housing obligations to be contained in a report to be issued no later than October 20, 2024.

13. The DCA issued its report on October 18, 2024.

14. Pursuant to the October 18, 2024 report, the DCA calculated Northfield's present and prospective affordable housing obligations as follows:

FOURTH ROUND PRESENT NEED (REHABILITATION) OBLIGATION	FOURTH ROUND PROSPECTIVE NEED OBLIGATION (2025-2035)
10	24

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

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

17. The binding resolution maintains that Northfield's Round 4 (2025-2035) Present Need (Rehabilitation) Obligation is 10 and its Prospective Need ("New Construction") Obligation is 24.

18. Northfield seeks the approval of, and confirmation by, the Program and the Court of the Round 4 (2025-2035) Present and Prospective affordable housing obligations as set forth in the binding resolution attached hereto and made a part hereof as **Exhibit 1**, or the adjustment of those obligations consistent with the Act and all applicable regulations.

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

20. Pursuant to the binding resolution, Northfield specifically reserves the right to seek and obtain 1) a windshield survey or similar survey which accounts for a more accurate estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack

of water); 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 5) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 6) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 7) any other applicable adjustment permitted in accordance with the Act and/or applicable COAH regulations.

WHEREFORE, the City of Northfield seeks a declaratory judgment for the following relief:

a. Declaring that the City has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the City under the Act;

c. Declaring the approval of the City's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation

involving affordable housing obligations; and/or (vii) any other applicable adjustment permitted in accordance with the Act and/or all applicable regulations;

d. Declaring that the City continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act;

e. Declaring and issuing a Compliance Certification and continuing immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the City of Northfield for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

COUNT III

APPROVAL OF CITY'S HOUSING ELEMENT AND FAIR SHARE PLAN

21. The City of Northfield repeats and realleges each and every allegation set forth in the previous paragraphs of this DJ Action as if set forth herein in full.

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

23. Northfield hereby commits for its professionals to prepare the appropriate HEFSP to address its affordable housing obligations, as determined by the Program and the Court which HEFSP shall apply as appropriate, any applicable adjustments, including, without limitation, 1) a

windshield survey or similar survey which accounts for a more accurate estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; 5) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; 6) an adjustment based upon any ruling in litigation involving affordable housing obligations; and 7) any other applicable adjustment permitted in accordance with the Act and/or applicable regulations.

WHEREFORE, the City of Northfield seeks a declaratory judgment for the following relief:

a. Declaring that the City has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the City under the Act;

c. Declaring the approval of the City's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas,

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

d. Declaring that the City continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established under the Program;

e. Declaring and issuing a Compliance Certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the City of Northfield for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

COUNT IV

CONFIRMATION OF IMMUNITY

24. The City of Northfield repeats and realleges each and every allegation set forth in the previous paragraphs of this declaratory judgment complaint as if set forth herein in full.

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

26. The City of Northfield has met the deadline for the adoption and filing of its binding resolution not later than January 31, 2025, and the filing of this DJ Action in accordance with AOC Directive #14-24 not later than February 3, 2025, by adopting the binding resolution attached to this DJ Action as **Exhibit 1**, and has also committed to the adoption of its HEFSP by June 30, 2025.

WHEREFORE, the City of Northfield seeks a declaratory judgment for the following relief:

a. Declaring that the City has established jurisdiction for the Program and the Court to confirm its present and prospective affordable housing needs as set forth in the binding resolution attached as **Exhibit 1** to this DJ Action or to adjust such determination consistent with the Act;

b. Declaring the present and prospective affordable housing obligations of the City under the Act;

c. Declaring the approval of the City's HEFSP subsequent to its adoption by the Planning Board and its endorsement by the Council, including, as appropriate and applicable, (i) a windshield survey or similar survey which accounts for a more accurate estimate of present need; (ii) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; (iii) a Durational Adjustment (whether predicated upon lack of sanitary sewer or lack of water); (iv) an adjustment predicated upon regional planning entity formulas, inputs or considerations, as applicable; (v) an adjustment based on any future legislation that may be adopted that allows an adjustment of the affordable housing obligations; (vi) an adjustment based upon any ruling in litigation

involving affordable housing obligations; and (vii) any other applicable adjustment permitted in accordance with the Act and/or all applicable regulations;

d. Declaring that the City continues to have immunity from all exclusionary zoning litigation and all litigation related to its affordable housing obligations as established by the Act;

e. Declaring and issuing a Compliance Certification and immunity from exclusionary zoning litigation in accordance with the Act and Directive # 14-24 to the City of Northfield for the period beginning July 1, 2025 and ending June 30, 2035; and

f. Declaring such other relief that the Program and Court deems just and proper within the parameters of the Act and all applicable regulations related to affordable housing within the State of New Jersey.

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, City of Northfield

By: _____
Nancy L. Holm, Esq.

Dated: January 22, 2025

CERTIFICATION PURSUANT TO R. 4:5-1

Nancy L. Holm, Esq., of full age, hereby certifies as follows:

1. I am an associate of the Firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for declaratory plaintiff, City of Northfield.
2. To the best of my knowledge, there is no other action pending in any court or any pending arbitration proceeding of which the matter in controversy herein is the subject and no such other action or arbitration proceeding is contemplated. To the best of my knowledge, there are no other parties who should be joined in this action.
3. The within Complaint was filed and served within the time prescribed by the Rules of Court.

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

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, City of Northfield

By: _____
Nancy L. Holm, Esq.

Dated: January 22, 2025

CERTIFICATION PURSUANT TO R. 1:38-7(b)

Nancy L. Holm, Esq., of full age, hereby certifies as follows:

1. I am an associate of the firm of Surenian, Edwards, Buzak & Nolan LLC, attorneys for Declaratory Plaintiff, City of Northfield.
2. I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

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

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, City of Northfield

By: _____
Nancy L. Holm, Esq.

Dated: January 22, 2025

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, notice is hereby given that Nancy L. Holm, Esq., attorney for the Declaratory Plaintiff, City of Northfield is designated as trial counsel in the above captioned matter.

SURENIAN EDWARDS BUZAK & NOLAN LLC
Attorneys for Declaratory Plaintiff, City of Northfield

By: _____
Nancy L. Holm, Esq.

Dated: January 22, 2025

EXHIBIT 1

CITY OF NORTHFIELD, NJ
RESOLUTION NO. 53-2025

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTHFIELD COMMITTING TO FOURTH ROUND PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the City of Northfield (hereinafter the "City" or "Northfield") has a demonstrated history of voluntary compliance as evidenced by its Third Round record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 2, 2015, the City of Northfield filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and an Amended Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder's remedy lawsuits, until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA"); and

WHEREAS, the Amended FHA required the Department of Community Affairs ("DCA") to provide an estimate of the Fourth Round affordable housing obligations for all municipalities on or before October 20, 2024, based upon the criteria described in the Amended FHA; and

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

WHEREAS, the DCA Report calculates the City's Fourth Round (2025-2035) obligations as follows: a Present Need (Rehabilitation) Obligation of 10 and a Prospective Need (New Construction) Obligation of 24; and

WHEREAS, the Amended FHA further provides that, irrespective of the DCA's calculations, municipalities have the ability to either accept, or provide alternate calculations for, the DCA's "present and prospective fair share obligation(s)…by binding resolution no later than January 31, 2025", a deadline which was later

extended to February 3, 2025 by the Administrative Office of the Courts ("AOC") via a directive issued on December 19, 2024; and

WHEREAS, this Resolution satisfies the requirements of the Amended FHA by accepting the DCA's estimate of the City's Present and Prospective Need for Round 4 (2025-2035), as described in the DCA Report; and

WHEREAS, Section 3 of the Amended FHA provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of the Amended FHA; and

WHEREAS, the City's acceptance of the Fourth Round obligations calculated by the DCA are entitled to a "presumption of validity" because it complies with Sections 6 and 7 of the Amended FHA; and

WHEREAS, in addition to the foregoing, the City specifically reserves the right to adjust its fair share obligations in accordance with applicable Council on Affordable Housing ("COAH") regulations or other applicable law based on one or more of the foregoing adjustments if applicable: 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment, whether predicated upon lack of sewer or lack of water; and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including but not limited to, the Highlands Council Regional Master Plan and its build out, or the Pinelands Commission or Meadowlands Commission regulations and planning documents; and

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

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

WHEREAS, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the City's Fourth Round Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish unchallenged numbers by default on March 1, 2025; and

WHEREAS, in addition to the foregoing, the Acting Administrative Director of the AOC issued Directive #14-24 (hereinafter "AOC Directive") on December 19, 2024; and

WHEREAS, pursuant to AOC Directive #14-24, a municipality seeking a Fourth Round Compliance Certification from the entity created by the Amended FHA known as the Affordable Housing Dispute Resolution Program (hereinafter "the Program"), shall file an action in the appropriate venue with the Program, in the form of a Declaratory Judgment Complaint within 48 hours after adoption of the municipal resolution accepting or challenging its Fourth Round fair share obligations, or by February 3, 2025, whichever is sooner; and

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

WHEREAS, the City seeks a Compliance Certification from the Program and, therefore, wishes to file a Declaratory Judgment Complaint in the appropriate venue with the Program, along with a copy of this Resolution, within 48 hours of the adoption of this Resolution; and

WHEREAS, in light of the above, the Mayor and City Council finds that it is in the best interest of the City to declare its obligations in accordance with this binding Resolution and in accordance with the Amended FHA; and

NOW, THEREFORE, BE IT RESOLVED on this 21st day of January 2025, by the Common Council of the City of Northfield, Atlantic County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this Resolution as if set forth in full.

2. For the reasons set forth in this Resolution, the Mayor and City Council hereby commit to the DCA Fourth Round Present Need (Rehabilitation) Obligation of 10 and the DCA Fourth Round Prospective Need (New Construction) Obligation of 24 as described in this Resolution, subject to all reservations of rights, which specifically include, without limitation, the following:

    a. The right to adjust the City's fair share obligations based on a windshield survey or similar survey, a Vacant Land Adjustment, a Durational Adjustment, and all other applicable adjustments, permitted in accordance with applicable COAH regulations or other applicable law; and

b. As described in the WHEREAS section, all rights to revoke or amend this Resolution in the event of a successful legal challenge, or legislative change, to the Amended FHA; and

c. The right to take any contrary position, or adjust its fair share obligations, in the event of a third party challenge to the City's fair share obligations.

3. Pursuant to the requirements of the FHA as amended, and the Administrator of the Court's AOC Directive #14-24 issued on December 19, 2024, the City hereby directs its Affordable Housing Counsel to file a Declaratory Judgment Complaint, along with this Resolution and a Case Information Statement (Civil CIS), in the appropriate venue with the Program or any other such entity as may be determined to be appropriate, to initiate an action within 48 hours of the adoption of this Resolution, so that the City's Fourth Round Housing Element and Fair Share Plan can be reviewed and approved.

4. This Resolution shall take effect immediately, according to law.

CERTIFICATION

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held on this 21st day of January 2025.

Mary Canesi RMC

Mary Canesi, RMC, Municipal Clerk

Roll Call:
Aye: Carfagno, Dewees, Kern, Notaro, Polistina, Smith, Bucci
Nay:
Abstain:
Absent:

CITY OF NORTHFIELD, NJ
RESOLUTION NO. 53-2025

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF NORTHFIELD COMMITTING TO FOURTH ROUND PRESENT AND PROSPECTIVE NEED AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, the City of Northfield (hereinafter the "City" or "Northfield") has a demonstrated history of voluntary compliance as evidenced by its Third Round record; and

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 2, 2015, the City of Northfield filed a Declaratory Judgment Complaint in Superior Court, Law Division seeking, among other things, a judicial declaration that its Third Round Housing Element and Fair Share Plan, to be amended as necessary, satisfied its "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, that culminated in a Court-approved Third Round Housing Element and Fair Share Plan and an Amended Judgment of Compliance and Repose, which precludes all Mount Laurel lawsuits, including builder's remedy lawsuits, until July 1, 2025; and

WHEREAS, on March 20, 2024, Governor Murphy signed into law P.L. 2024, c.2, which amended the 1985 New Jersey Fair Housing Act (hereinafter the "Amended FHA"); and

WHEREAS, the Amended FHA required the Department of Community Affairs ("DCA") to provide an estimate of the Fourth Round affordable housing obligations for all municipalities on or before October 20, 2024, based upon the criteria described in the Amended FHA; and

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

WHEREAS, the DCA Report calculates the City's Fourth Round (2025-2035) obligations as follows: a Present Need (Rehabilitation) Obligation of 10 and a Prospective Need (New Construction) Obligation of 24; and

WHEREAS, the Amended FHA further provides that, irrespective of the DCA's calculations, municipalities have the ability to either accept, or provide alternate calculations for, the DCA's "present and prospective fair share obligation(s)…by binding resolution no later than January 31, 2025", a deadline which was later

extended to February 3, 2025 by the Administrative Office of the Courts ("AOC") via a directive issued on December 19, 2024; and

WHEREAS, this Resolution satisfies the requirements of the Amended FHA by accepting the DCA's estimate of the City's Present and Prospective Need for Round 4 (2025-2035), as described in the DCA Report; and

WHEREAS, Section 3 of the Amended FHA provides that: "the municipality's determination of its fair share obligation shall have a presumption of validity, if established in accordance with sections 6 and 7" of the Amended FHA; and

WHEREAS, the City's acceptance of the Fourth Round obligations calculated by the DCA are entitled to a "presumption of validity" because it complies with Sections 6 and 7 of the Amended FHA; and

WHEREAS, in addition to the foregoing, the City specifically reserves the right to adjust its fair share obligations in accordance with applicable Council on Affordable Housing ("COAH") regulations or other applicable law based on one or more of the foregoing adjustments if applicable: 1) a windshield survey or similar survey which accounts for a higher-resolution estimate of present need; 2) a Vacant Land Adjustment predicated upon a lack of vacant, developable and suitable land; 3) a Durational Adjustment, whether predicated upon lack of sewer or lack of water; and/or 4) an adjustment predicated upon regional planning entity formulas, inputs or considerations, including but not limited to, the Highlands Council Regional Master Plan and its build out, or the Pinelands Commission or Meadowlands Commission regulations and planning documents; and

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

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

WHEREAS, in addition to the foregoing, nothing in the Amended FHA requires or can require an increase in the City's Fourth Round Present or Prospective Need Obligations based on a successful downward challenge of any other municipality in the region since the plain language and clear intent of the Amended FHA is to establish unchallenged numbers by default on March 1, 2025; and

WHEREAS, in addition to the foregoing, the Acting Administrative Director of the AOC issued Directive #14-24 (hereinafter "AOC Directive") on December 19, 2024; and

WHEREAS, pursuant to AOC Directive #14-24, a municipality seeking a Fourth Round Compliance Certification from the entity created by the Amended FHA known as the Affordable Housing Dispute Resolution Program (hereinafter "the Program"), shall file an action in the appropriate venue with the Program, in the form of a Declaratory Judgment Complaint within 48 hours after adoption of the municipal resolution accepting or challenging its Fourth Round fair share obligations, or by February 3, 2025, whichever is sooner; and

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

WHEREAS, the City seeks a Compliance Certification from the Program and, therefore, wishes to file a Declaratory Judgment Complaint in the appropriate venue with the Program, along with a copy of this Resolution, within 48 hours of the adoption of this Resolution; and

WHEREAS, in light of the above, the Mayor and City Council finds that it is in the best interest of the City to declare its obligations in accordance with this binding Resolution and in accordance with the Amended FHA; and

NOW, THEREFORE, BE IT RESOLVED on this 21st day of January 2025, by the Common Council of the City of Northfield, Atlantic County, State of New Jersey, as follows:

1. All of the Whereas Clauses are incorporated into the operative clauses of this Resolution as if set forth in full.

2. For the reasons set forth in this Resolution, the Mayor and City Council hereby commit to the DCA Fourth Round Present Need (Rehabilitation) Obligation of 10 and the DCA Fourth Round Prospective Need (New Construction) Obligation of 24 as described in this Resolution, subject to all reservations of rights, which specifically include, without limitation, the following:

    a. The right to adjust the City's fair share obligations based on a windshield survey or similar survey, a Vacant Land Adjustment, a Durational Adjustment, and all other applicable adjustments, permitted in accordance with applicable COAH regulations or other applicable law; and

b. As described in the WHEREAS section, all rights to revoke or amend this Resolution in the event of a successful legal challenge, or legislative change, to the Amended FHA; and

c. The right to take any contrary position, or adjust its fair share obligations, in the event of a third party challenge to the City's fair share obligations.

3. Pursuant to the requirements of the FHA as amended, and the Administrator of the Court's AOC Directive #14-24 issued on December 19, 2024, the City hereby directs its Affordable Housing Counsel to file a Declaratory Judgment Complaint, along with this Resolution and a Case Information Statement (Civil CIS), in the appropriate venue with the Program or any other such entity as may be determined to be appropriate, to initiate an action within 48 hours of the adoption of this Resolution, so that the City's Fourth Round Housing Element and Fair Share Plan can be reviewed and approved.

4. This Resolution shall take effect immediately, according to law.

CERTIFICATION

I, MARY CANESI, Municipal Clerk of the City of Northfield, do hereby certify that the foregoing Resolution was duly adopted at a Regular meeting of the Common Council of the City of Northfield, held on this 21st day of January 2025.

Mary Canesi RMC

Mary Canesi, RMC, Municipal Clerk

Roll Call:
Aye: Carfagno, Dewees, Kern, Notaro, Polistina, Smith, Bucci
Nay:
Abstain:
Absent:

Civil Case Information Statement

Case Details: ATLANTIC | Civil Part Docket# L-000136-25

Case Caption: IN THE MATTER OF NORTHFIELD CITY
Case Initiation Date: 01/22/2025
Attorney Name: NANCY L HOLM
Firm Name: SURENIAN, EDWARDS, BUZAK & NOLAN LLC
Address: 311 BROADWAY STE A
POINT PLEASANT BEACH NJ 08742
Phone: 7326123100
Name of Party: PLAINTIFF : City of Northfield
Name of Defendant's Primary Insurance Company (if known): None

Case Type: AFFORDABLE HOUSING
Document Type: Complaint
Jury Demand: NONE
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO
Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: City of Northfield? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

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

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

If yes, is that relationship:

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

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

Do you or your client need any disability accommodations? NO
If yes, please identify the requested accommodation:

Will an interpreter be needed? NO
If yes, for what language:

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

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

01/22/2025
Dated

/s/ NANCY L HOLM
Signed

Appendix B - 2025 Northfield HEFSP

PREPARED BY THE COURT:

IN THE MATTER OF THE DECLARATORY JUDGMENT ACTION OF THE CITY OF NORTHFIELD, ATLANTIC COUNTY PURSUANT TO P.L. 2024, CHAPTER 2	SUPERIOR COURT OF NEW JERSEY LAW DIVISION – CIVIL PART ATLANTIC COUNTY DOCKET NO. ATL-L-136-25 Civil Action **ORDER FIXING MUNICIPAL OBLIGATIONS FOR "PRESENT NEED" AND "PROSPECTIVE NEED" FOR THE FOURTH ROUND HOUSING CYCLE**

THIS MATTER, having come before the Court on its own motion, *sua sponte*, on the Complaint for Declaratory Judgment filed on January 22, 2025 ("DJ Complaint") by the Petitioner, **CITY OF NORTHFIELD** ("Petitioner" or "Municipality"), pursuant to N.J.S.A. 52:27D-304.2, -304.3, and -304.1(f)(1)(c) of the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (collectively, the "FHA"), and in accordance with Section II.A of Administrative Directive #14-24 ("Directive #14-24") of the Affordable Housing Dispute Resolution Program (the "Program"), seeking a certification of compliance with the FHA;

AND IT APPEARING, that on October 18, 2024, pursuant to the FHA (as amended), the New Jersey Department of Community Affairs ("DCA") issued its report entitled *Affordable Housing Obligations for 2025-2035 (Fourth Round),*[1] therein setting forth the present need and prospective need obligations of all New Jersey municipalities for the Fourth Round housing cycle (the "DCA's Fourth Round Report");

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

AND IT APPEARING that, pursuant to the DCA's Fourth Round Report, the **present need** obligation of the Petitioner has been calculated and reported as **10** affordable units, and its **prospective need** obligation of the Petitioner has been calculated and reported as **24** affordable units, and which calculations have been deemed presumptively valid for purposes of the FHA;

AND THE COURT, having determined that no interested party has filed a challenge to the Petitioner's DJ Complaint by way of an Answer thereto as provided for and in accordance with Section II.B of Directive #14-24 of the Program;

AND THE COURT, having found and determined, therefore, that the present need and prospective need affordable housing obligations of the Petitioner for the Fourth Round housing cycle as calculated and reported in the DCA's Fourth Round Report have been committed to by the Petitioner and are uncontested, and for good cause having otherwise been shown:

IT IS, THEREFORE, on this 27th day of **MARCH 2025 ORDERED AND ADJUDGED** as follows:

1. That the present need obligation of the Municipality, be, and hereby is fixed as **10** affordable units for the Fourth Round housing cycle.

2. That the prospective need obligation of the Municipality, be, and hereby is fixed as **24** affordable units for the Fourth Round Housing cycle; and

3. That the Petitioner is hereby authorized to proceed with preparation and adoption of its proposed Housing Element and Fair Share Plan for the Fourth Round, incorporating therein the present need and prospective need allocations aforesaid (and which plan shall include the elements set forth in the "Addendum" attached to Directive #14-24), by or before June 30, 2025, as provided for and in accordance with Section III.A of Directive #14-24, and without further delay.

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

SO ORDERED:

Hon. John C. Porto, P.J.Cv.

(X) Uncontested.

HOUSING UNITS REHABILITATED IN NORTHFIELD FROM 04/01/2010 - 12/31/2024					
BLOCK	**LOT**	**ADDRESS**	**COST**	**SYSTEMS REPAIRED**	**DATE**
68	11	511 Walnut Avenue	$25,324	Home Rehab	1/12/16
46	20	504 Roosevelt Avenue	$7,000	Home Rehab	9/8/13
59	27	503 Pincus Avenue	$25,859	Home Rehab	12/7/16
74	28	207 W. Revere Avenue	$$17,748	Home Rehab/Lead	4/1/20
33	47	2502 Helen Drive	$11,486	Roof	11/22/17
157	72	125 E Revere Avenue	$9,250	Roof	11/17/20

Appendix C - 2025 Northfield HEFSP

60
3.9 AC.
58
1.51 AC.
59
1.79 AC.
57
7.83 AC.
56
0.95 AC.
54
55
53.01
1.84 AC.
52
7.68 AC.
53.02
51
49
50
1.39 AC.
48
47
6.09 AC.
SHEET 5
ROAD
CRESSON AVENUE
Block 16.01
Lots 52, 56 & 57
Tilton Road Mixed Use
Affordable Housing Zone

APPENDIX E

CITY OF NORTHFIELD, NEW JERSEY

ORDINANCE __- 2025

AN ORDINANCE AMENDING THE ZONING MAP AND SECTION 215-158 OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF NORTHFIELD

Amend Chapter 215. Land Use and Development as Follows:

Section 215-158 R-C Regional Commercial District

F. An affordable housing mixed use development is permitted on Block 16.01, Lots 52, ***56*** and 57, subject to the following:

(1) Where first-floor commercial is proposed in accordance with the permitted uses in the RC District, a development may provide second- and third-story multifamily residential units.

(2) The maximum density for the residential units shall not exceed 2.6 units per acre.

(3) At least 20% of the residential dwelling units shall be for low and moderate affordable housing.

REPEALER - All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SEVERABILITY - If any portion of this ordinance shall be determined to be invalid, such determination shall not affect the validity of the remaining portions of said ordinance.

EFFECTIVE DATE - This ordinance shall take effect upon final passage and publication in accordance with law.

_____	_____
Mary Canesi, RMC	Erland Chau
Municipal Clerk	Mayor

The above Ordinance was passed on first reading at a regular meeting of the Council of the City of Northfield, New Jersey on the 9th day of April, 2024, and will be taken up for a second reading, public hearing and final passage at a meeting of said council held on the 23rd day of April, 2024, in Council Chambers, City Hall, Northfield, New Jersey.

First Reading:
Publication:
Final Reading:

Surenian, Edwards, Buzak & Nolan LLC
311 Broadway, Suite A
Point Pleasant Beach, NJ 08742
(732) 612-3100
Attorneys for Declaratory Plaintiff, City of Northfield
By: Nancy L. Holm (Attorney ID:013442006)

In the Matter of the Application of the City of Northfield, County of Atlantic	SUPERIOR COURT OF NEW JERSEY Law Division, Atlantic County Docket No. ATL-L-136-25 **CIVIL ACTION** **(Mount Laurel)** **Consent Order for Conditional Compliance Certification (N.J.S.A. 52:27D-304(q))**

THIS MATTER having come before the Court via the joint request of the City of Northfield, via counsel Nancy L. Holm, Esq. (of Surenian, Edwards, Buzak & Nolan LLC), as well as Fair Share Housing Center, via counsel Ashley J. Lee, Esq. (on behalf of Fair Share Housing Center), and Homes for All, Inc., via counsel CherylLynn Walters, Esq.; and

WHEREAS, the City of Northfield (the "City" or "Northfield") having filed a binding resolution and declaratory judgment action, pursuant to N.J.S.A. 52:27D-301 et seq. and Administrative Office of the Courts Directive #14-24 ("AOC Directive") with the Affordable Housing Dispute Resolution Program (the "Program") on January 22, 2025; and

WHEREAS, having received no objections to the City's binding

resolution accepting the DCA's calculation of its fair share obligations by the February 28, 2025 deadline, the Court entered an Order on March 27, 2025, setting the City's Fourth Round fair share obligations as a Present Need of 10 units and a Prospective Need of 24 units, and ordering the City to file a Housing Element and Fair Share Plan ("HEFSP") by the June 30, 2025 statutory deadline; and

WHEREAS, the City having filed its HEFSP with the Program on June 6, 2025; and

WHEREAS, FSHC having filed a letter pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the City's HEFSP on August 29, 2025 seeking additional information and documentation before the HEFSP may be approved by the Program and trial court; and

WHEREAS, Homes For All, Inc. ("HFA") having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the City's HEFSP on August 29, 2025, related to scope of contemplated development for its property that is already included in the City's HEFSP as a compliance mechanism; and

WHEREAS, the City and HFA having resolved their issues related to HFA's property; and

WHEREAS, the City and FSHC have conferred and agreed that the City shall provide the following information and/or make the following changes to its HEFSP; and

WHEREAS, the Court having reviewed the City's HEFSP,

attachments, and proposed implementing ordinances and resolutions and determined that they meet the "objective standard" and are in compliance with the Fair Housing Act and the Mount Laurel doctrine so long as the conditions set forth in this order are met; and

WHEREAS, the Court incorporates the Court's prior Order and for good cause shown:

IT IS on this _____ day of _____, 2025, **ORDERED** as follows:

1. Subject to the satisfaction of the Conditions in Paragraph 9 of this Order and the deadlines established therein, the City of Northfield's Fourth Round Fair Share Plan (Exhibit P-1) is hereby approved and deemed to meet the "objective standard" pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) of complying with the Fair Housing Act and the Mount Laurel doctrine and the City is granted a Compliance Certification as to its Rehabilitation Obligation ("Present Need"), its Prior Round Obligation (1987-1999), its Third Round Obligation (consisting of both its Gap Obligation for 1999-2015 and its Prospective Need Obligation for 2015-2025), and its Fourth Round obligation pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.)("FHA"), the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1, et seq.) ("UHAC"), applicable Council on Affordable Housing (hereinafter "COAH") substantive rules, and Mount Laurel case

law, including the New Jersey Supreme Court's Mount Laurel IV decision.

2. The City's Compliance Certification shall remain in effect for ten (10) years beginning on July 1, 2025 and ending on June 30, 2035, and during this ten (10) year period the City shall have repose from exclusionary zoning litigation, including, but not limited to, Builder's Remedy lawsuits, as provided for in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et. seq.
3. As per the City's HEFSP and earlier Court Order, the City's Present Need or Rehabilitation Obligation is 10, the City's Prior Round Obligation (1987-1999) is 190, the City's Third Round Obligation (1999-2025) is 89, the City's Fourth Round Prospective Need (2025-2035) is 24.
4. In 2018, the City prepared a Vacant Land Adjustment ("VLA") which showed the City had a Realistic Development Potential ("RDP") of 18 in the Third Round, which was approved by the Court in Docket No. ATL-L-2050-14. This resulted in an unmet need of 71. Due to a changed circumstance, the RDP increased to 29 and was approved by the Court in an Amended Judgment of Compliance and Repose. For the Fourth Round, the City evaluated its VLA and found there were no changed

circumstances. Therefore, this resulted in a Fourth Round RDP of 0 with an unmet need of 24.

5. The City will address its Present Need via continued participation in the Atlantic County Improvement Authority's Housing Rehabilitation Program.

6. The City's Prior Round obligation is 190 and was fully satisfied with the following:

- 28 units from the MGS Development on Cresson Avenue
- 47 units from the AC Country Club
- 4 special needs credits from the Career Opportunity Development located at 322 Shore Road
- 3 special needs credits from the Butterfly Properties at 116 Oakcrest
- 3 special needs credits from the Community Quest located at 2026 Cedarbridge Road
- 6 special needs credits from the Caring Inc on 103 E Mill Road
- 5 special needs credits from the Caring Inc on 120 E Mill Road
- 47 credits from the Camden Diocese one hundred percent (100%) affordable housing project
- 47 bonus credits

7. The City shall satisfy its Third Round Prospective Need of 89 units through its vacant land adjustment, which resulted in a Third Round RDP of 29 and an unmet need of 60, as follows:
    - MGS Development on Cresson Avenue for 12 units
    - 7 units form the Camden Diocese one hundred percent (100%) affordable housing project
    - Habitat for Humanity on Dolphin Avenue for 3 units
    - 7 bonus credits
    - Homes for All, Inc. (formerly Mason Properties and to be assigned to Tunnel to Towers, Inc.) on Wabash Avenue for 12 supportive housing units
    - AC Country Club for 15 units
    - Tilton Road Mixed Use for 9 units
    - St Gianna Parish Overlay for 20 units
    - Mandatory Set-Aside Ordinance
    - Camden Diocese one hundred percent (100%) affordable housing project for 11 units
8. The City shall satisfy its Fourth Round Prospective Need of 24 through its vacant land adjustment, which resulted in an Fourth Round RDP of 0 and unmet need of 24, as follows:
    - Atlantic Sober Living on 311 New Road for 3 units
    - Habitat for Humanity on Dolphin Ave for 9 units

- Camden Diocese one hundred percent (100%) affordable housing project for 7 units
- Homes for All, Inc. (to become Tunnel to Towers, Inc.) on Wabash Avenue for approximately 121 supportive housing units
- AC Country Club for 10 units
- 6 bonus credits

9. The City's Compliance Certification is deemed conditional until the following conditions are met:

   - The City will enter into a developer's agreement with Tunnel to Towers, Inc. and Homes for All, Inc. reflecting the agreement in principle reached by the respective parties relating to the Wabash Avenue site, to be completed by December 31, 2025. The developer's agreement will include, but not necessarily be limited to, a mutually agreeable timeline for the adoption of an amended HEFSP and an amended zoning ordinance sufficient and appropriate to enable the by-right approval and development of the Wabash Avenue site with approximately 121 units of supportive housing, consistent with the concept plan provided to the parties on behalf of Tunnel to Towers. Should the parties need additional time to

execute said agreement, the parties may agree to extend the deadline to January 31, 2026.

- The City shall provide the deed restriction and certificate of occupancy as well as identify the affordable housing administrator for the Habitat for Humanity project as soon as these items are available to the City. The parties understand that Habitat recently applied for funding, and that the items listed in this paragraph, particularly the certificate of occupancy, will likely not be available by the March 15, 2026 deadline. Failure to provide a certificate of occupancy for the Habitat project by the March 15, 2026 deadline will not be considered fatal to the City's award of a Final Certificate of Compliance. The City will provide as much documentation as possible by the March 15, 2026 deadline and will also provide an update on the project's status.
- The City shall provide the developer agreement, construction schedule, pro forma, bedroom distribution, income breakdown, and deed restrictions for the Camden Diocese redevelopment as soon as these items are available to the City.
- The City shall provide the affordability assistance program manual as soon as available.

- The City shall provide the rehabilitation program manual as soon as available.
- The City of Northfield Planning Board will prepare and adopt an amended HEFSP to, among other things, reflect the conversion of the Homes for All project on Wabash Avenue to the Tunnel to Towers project as otherwise contemplated herein.
- The City shall prepare and adopt an Amended Spending Plan that complies with the forthcoming regulations at N.J.A.C. 5:99 before March 15, 2026.
- The City shall update its Affordable Housing Ordinance, Development Fee Ordinance, Affirmative Marketing Plan, and other administrative documents in accordance with the forthcoming regulations at N.J.A.C. 5:80-26.1, et seq, and N.J.A.C. 5:99 after they are adopted and before March 15, 2026.

10. No later than March 15, 2026, the City shall file the information required by paragraph 9 and any other adopted ordinances, resolutions, and other documentation in support of its amended HEFSP on eCourts; provided that with respect to the Wabash Avenue site the City's time to adopt a new zoning ordinance shall be expedited as set forth in the developer's agreement contemplated in paragraph 9 above.

11. No later than April 15, 2026, the City, FSHC, and Homes for All. Inc. shall provide, via filing on eCourts, a form of consent order granting final compliance certification for the Court's review, or identifying any remaining issues of compliance that may be disputed at which point the court shall schedule a conference to review any such areas.

12. The City's Compliance Certification shall be subject to required ongoing monitoring as follows:

- The City, by February 15, 2026 and annually thereafter, as required by N.J.S.A 40:55D-8.4(c)(4), shall provide the Department of Community Affairs with a detailed accounting of all development fees and any other payments into its trust fund that have been collected and expended in the previous year.
- The City, by February 15, 2026 and annually thereafter, as required by N.J.S.A 52:27D-329.4, shall provide the Department of Community Affairs with an up-to-date municipal status report based on its collection and publication of information concerning the number affordable of housing units actually constructed, construction starts, certificates of occupancy granted, the start and expiration dates of deed restrictions, and residential and non-residential development fees

collected and expended, including purposes and amounts of such expenditures, along with the current balance in the municipality's affordable housing trust funds. With respect to units actually constructed, the information shall specify the characteristics of the housing, including housing type, tenure, affordability level, number of bedrooms, date and expiration of affordability controls, and whether occupancy is reserved for families, senior citizens, or other special populations.

- For the midpoint realistic opportunity review as of July 1, 2030, pursuant to N.J.S.A. 52:27D-313, the municipality or other interested party may file an action through the program seeking a realistic opportunity review and shall provide for notice to the public, including a realistic opportunity review of any inclusionary development site in the housing element and fair share plan that has not received preliminary site plan approval prior to the midpoint of the 10-year round. Any such filing shall be through eCourts or any similar system set forth by the Program and will constitute notice to any party that has appeared in this matter.

13. A copy of this Order shall be entered on eCourts and shall be effective as of the date of filing.

Hon. John C. Porto, P.J.Cv.

On behalf of the City of Northfield:

Nancy L. Holm, Esq.

On behalf of Fair Share Housing Center:

Ashley J. Lee, Esq. /Laura S. Smith-Denker, Esq.

On behalf of Homes for All, Inc.:

CherylLynn Walters, Esq.

DOLPHIN AVENUE REDEVELOPMENT PLAN

BLOCK 66, LOT 11
BLOCK 69, LOT 1.02

CITY OF NORTHFIELD
ATLANTIC COUNTY, NEW JERSEY

As recommended by the Planning Board on March 5, 2026;
Adopted by the Governing Body on March 10, 2026 by Ordinance #7-2026

February 19, 2026

City of Northfield
1600 Shore Road
Northfield, NJ 08225

Prepared By:

Tiffany A. Cuviello, PP, LLC
TAC Community Development & Planning

Tiffany A. Morrissey, PP, AICP
7 Equestrian Drive
Galloway, NJ 08205
(856) 912-4415
tmorrissey@tacplanning.com

DOLPHIN AVENUE REDEVELOPMENT PLAN

BLOCK 66, LOT 11
BLOCK 69, LOT 1.02

CITY OF NORTHFIELD
ATLANTIC COUNTY, NEW JERSEY

MAYOR

Erland Chau

COUNCIL MEMBERS

Greg Dewees
Carolyn Bucci
Renee Carfagno
David Notaro
Thomas Polistina
Brian Smith
Cynthia Kern

Mary Canesi, R.M.C.

PLANNING BOARD

Dr. Richard Levitt, Chairman
Clem Scharff, Vice Chairman
Erland Chau, Mayor
Carolyn Bucci, Councilwoman
Darren Boyd
Peter Brophy
Henry Notaro
Derek Rowe
James Shippen
Paul Utts, Alt. #1
Matthew Carney, Alt. #2
Ronald Roegiers, Alt. #3
Daniel Reardon, Alt. #4

Joel Fleishman, Solicitor
Matt Doran, Engineer
Robin Atlas, Secretary

PREPARED BY:

Tiffany A. Morrissey, AICP, PP#5533

The original of this document was signed and sealed in accordance with N.J.A.C. 13:41-1.3.b

Table of Contents

INTRODUCTION 4

STATUTORY REQUIREMENTS OF REDEVELOPMENT PLAN 4

DESCRIPTION OF REDEVELOPMENT AREA 6

STATEMENT OF PURPOSE 6

GOALS AND OBJECTIVES 8

DESIGNATION OF A REDEVELOPER 8

AGREEMENT WITH REDEVELOPER 9

LAND USES AND BUILDING REQUIREMENTS 9

Land Use Definitions 10

Development Regulations 10

Habitat Redevelopment Plan Overlay District 10

EQUAL OPPORTUNITY 14

AUTHORITY AND INTERPRETATION 14

GENERAL PROVISIONS 15

General Construction and Application of Plan Provisions 15

Duration of Provisions and Effective Date 16

Procedures for Amending the Approved Redevelopment Plan 17

Relocation 17

Acquisition 17

Affordable Housing 17

Zero-Emission Vehicle Fueling and Charging Infrastructure 18

CONSISTENCY WITH THE MASTER PLAN 18

RELATIONSHIP TO OTHER PLANS 18

Plans of Other Municipalities 19

County Master Plan 19

New Jersey State Plan 20

Exhibit I – Redevelopment Area Map

Exhibit II – Major Subdivision Plan Harvey Drive, Block 66, Lot 11 dated November 12, 2025 and prepared by DeBlasio and Associates

Exhibit III - Major Subdivision Plan 605 Dolphin Avenue, Block 69, Lot 1.02 dated November 12, 2025 and prepared by DeBlasio and Associates

INTRODUCTION

The City has adopted an Area in Need of Rehabilitation designation for the entire municipality in accordance with the New Jersey Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. ("LRHL"). The design and implementation of this Redevelopment Plan is in accordance with Resolution No. 195 of 2024 and N.J.S.A. 40A:12A-1 et. Seq., whereby, the City Council of Northfield City, declared the City as an "Area in Need of Rehabilitation."

This Redevelopment Plan has been prepared to address property owned by the City of Northfield which is proposed to be developed to address the City's affordable housing obligations. The properties in this Redevelopment Plan were included in the City's Court-approved Amended 2024 Fair Share Plan and the City's Fourth Round 2025 Housing Element and Fair Share Plan ("HEFSP") with amendments through 2026. The City has entered into an agreement with Habitat for Humanity to develop the subject properties with up to twelve (12) affordable family units in the form of twins.

STATUTORY REQUIREMENTS OF REDEVELOPMENT PLAN

Pursuant to the LRHL, a redevelopment plan shall include an outline for the planning, development, rehabilitation or redevelopment of the area sufficient to indicate:

- 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.

- Proposed land uses and building requirements in the Project Area.

- Adequate provision for the temporary and permanent relocation, as necessary, of residents in the Project Area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.

- An identification of any property within the Project Area which is proposed to be acquired in accordance with the Redevelopment Plan.

- 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;
    - the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" PL 1985, C398 (C52:18A-196 et al.); and

- A housing inventory of all affordable housing units to be removed; and

- A plan for replacement of any affordable housing removed pursuant to the Redevelopment Plan.

- Proposed locations for zero-emission vehicle fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

- The relationship of the Redevelopment Plan to pertinent municipal development regulations and whether the Redevelopment Plan supersedes or overlays the existing regulations.

- A statement as to the consistency of the Redevelopment Plan to the local Master Plan

DESCRIPTION OF REDEVELOPMENT AREA

The property which is the subject of this Redevelopment Plan is City owned and contains just over 2 acres along Dolphin Avenue and Harvey Drive and consists of two separate parcels. These are identified as Block 66, Lot 11 and Block 69, Lot 1.02 on the City tax maps. The two parcels are not contiguous. Block 66, Lot 11 is located at the corner of Harvey Drive and Dolphin Avenue and contains one acre of land. Block 69, Lot 1.02 is located along Dolphin Avenue and contains 1.12 acres of land. The parcel (Block 66, Lot 11) along Harvey Drive is wooded and is bordered by a single-family dwelling on the north and west. Opposite the site on the east side of Dolphin Avenue is the Atlantic County public works yard. The parcel on Dolphin Avenue (Block 69, Lot 1.02) is also wooded and is surrounded by the Atlantic County public works yard.

The complete Redevelopment Area is depicted on the Redevelopment Area Map in Exhibit I. Specifically, the identified Blocks and Lots shown in the Table below.

PROPERTIES			
BLOCK	**LOT**	**ADDRESS**	**ZONE**
66	11	Harvey Drive and Dolphin Avenue	R-1
69	1.02	Dolphin Avenue	R-1

STATEMENT OF PURPOSE

Under the provisions of the Local Redevelopment and Housing Law, this document constitutes a Redevelopment Plan for the general purpose of facilitating a variety of housing opportunities in the City. Specific uses permitted and standards in the Redevelopment Area are as specified later in this report.

The Governing Body of the City of Northfield has previously determined that the City as a whole meet the criteria as an "Area in Need of Rehabilitation". This Redevelopment Plan is the proper mechanism for the orderly planning and redevelopment of the subject properties consistent with municipal goals and objectives as stated herein. Upon adoption by the City, the Redevelopment Plan shall satisfy all statutory requirements and constitute the legal prerequisite for the Redevelopment actions outlined herein.

For the purposes of this Redevelopment Plan, the terms:

"City" shall mean the City of Northfield, a body corporate and politic, and unless otherwise indicated includes its Governing Body, elected officials, officers and staff.

"Local Redevelopment and Housing Law" shall mean N.J.S.A. 40A:12A-1 et. seq.

"Project Area" or "Property" shall mean that certain real property comprising of all or portions of the Redevelopment Area, as defined herein.

"Redeveloper" shall mean the corporation, partnership or other entity designated by the Redevelopment Entity as Redeveloper pursuant to N.J.S.A. 40A:12A-1 et. seq. for the purpose of advancing this Redevelopment Plan.

"Redevelopment Entity" shall mean the City Council/State of New Jersey, acting as the implementing agent for this Redevelopment Plan in accordance with and under the provisions of N.J.S.A. 40A:12A-1 et. seq.

"Redevelopment Plan" shall mean this instant document entitled Dolphin Avenue Redevelopment Plan.

"Redevelopment Project" shall mean a project approved pursuant to this Plan and as set forth in a Redevelopment Agreement between the City and the Redeveloper.

"State" shall mean the State of New Jersey and shall include all applicable agencies and instrumentalities thereof.

GOALS AND OBJECTIVES

A. Goals

1) Promote the establishment of appropriate population densities in concentrations that will contribute to the well-being of persons, neighborhoods, and the region, and the preservation of the environment.
2) Provide sufficient space in appropriate locations for a variety of residential uses to meet the needs of citizens.

B. Plan Objectives

1) Provide an attractive residential housing opportunities to meet the needs of a variety of household types.
2) Provide for affordable housing to satisfy the Township's affordable housing obligations under the Fair Housing Act.

DESIGNATION OF A REDEVELOPER

As part of the City Council's adoption of this Redevelopment Plan, the Council shall name a Redeveloper. The Redeveloper selected by the City shall, in the opinion of the City, be qualified to successfully develop residential housing units that are consistent with the Public Policy Goals and Redevelopment Plan objectives.

AGREEMENT WITH REDEVELOPER

It is the intent of this Redevelopment Plan that the Redeveloper proceed to develop the Project in accordance with the goals and objectives of the Redevelopment Plan. Upon the adoption of the plan and the naming of the Redeveloper, the City shall then commence negotiations with the Redeveloper for a Redevelopment Agreement and Financial Agreement, which may include a Payment In-Lieu of Taxes.

The property in the Dolphin Avenue Redevelopment Area is owned by the City of Northfield. As part of the Redevelopment Agreement the City will provide for the transfer of the land to the Redeveloper. The Redeveloper will be responsible to construct the improvements to be detailed on the final site plan.

A Redeveloper will be required to enter into a Redeveloper's Agreement with the City that stipulates the precise nature and extent of the improvements to be made and their timing and phasing as permitted therein.

LAND USES AND BUILDING REQUIREMENTS

This Redevelopment Plan is designed to address the redevelopment on Block 66, Lot 11 and Block 69, Lot 1.02 and shall be referred to as the Dolphin Avenue Redevelopment Plan (DARP). The Redevelopment Plan is intended to overlay the existing zoning district. The underlying zoning district on these parcels shall remain in full force and effect. The overlay is intended to provide for additional development options in furtherance of the City's adopted HEFSP.

As required by N.J.S.A. 40A:12A-7c, the zoning map will be amended to include the Dolphin Avenue Redevelopment District (DARP) for the Redevelopment Area.

Land Use Definitions

The definitions provided in N.J.S.A. 40A:12A-3 are incorporated into this Redevelopment Plan by reference. In addition, the definitions set forth in the City Land Use Ordinance are incorporated into this Redevelopment Plan by reference. The following additional definitions would apply:

Affordable Housing Unit – means, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.7 and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth at N.J.A.C. 5:80-26.13.

Single-family attached twin dwelling unit – A building containing two dwelling units sharing an unpierced common vertical wall. Each unit having its own separate entrance.

Development Regulations

In order to effectuate the goals and objectives of the Dolphin Avenue Redevelopment Plan, it is necessary to create a new set of land use and design controls to accommodate residential development. This Redevelopment Plan shall overlay the existing zoning for the Redevelopment Area.

The City Land Management Ordinance standards and regulations remain applicable to the future development unless specifically modified below. The following standards shall be treated as zoning requirements. Any deviation from the requirements of this section shall be treated as a variance.

Dolphin Redevelopment Plan Overlay District

A. *Applicability and Purpose*. This ordinance shall apply to Block 66, Lot 11 and Block 69, Lot 1.02 as they exist at the time of adoption of this ordinance and including any future lots subdivided from the original tracts in accordance with this ordinance. The

purpose of the Dolphin Avenue Redevelopment Plan overlay is to provide for the construction of a 100% affordable housing unit development creating a realistic opportunity for the construction of a portion of the low- and moderate-income housing obligation of the City of Northfield.

B. *Permitted Uses*

1. Principal Uses
   [a] Single-family attached twin dwelling units
   [b] Stormwater management facilities
   [c] Home occupations as defined in Article II

2. Accessory uses
   [a] Private garages subject to §215-98 and carports
   [b] Private swimming pools
   [c] Outdoor barbecue structures and utility sheds
   [d] Signs, subject to the provisions of §215-113
   [e] Fences and hedges subject to the provisions of §215-95
   [f] Off-street parking

C. A total of 3 buildings with 6 units are permitted on each existing parcel for a total of 12 dwelling units. The original parcel may be subdivided to create individual lots for each dwelling unit in accordance with the following lot requirements:

1. All units shall be affordable housing units and meet the requirements of the City's Affordable Housing Ordinances under Article VB within Chapter 215 of the Land Development Regulations
2. Lot Requirements for residential units.
   [a] Lot Area – 3,000 square foot minimum.
   [b] Lot Frontage/Width – 25 foot minimum.
   [c] Lot Depth – 115 foot minimum.

3. Building setback.
   [a] Front yard setback – 30-foot minimum.
   [b] Side yard setback – 0-foot (Shared Side) and 11-feet minimum.
   [c] Rear yard setback – 35 foot minimum
   [d] Deck or patio rear yard setback – 25 feet
   [e] Deck or patio side yard setback same as principal building.
4. Coverages.
   [a] Building Coverage – 30% maximum.
   [b] Impervious Coverage – 50% maximum.
5. Building height – 2 stories and 35-foot maximum.
6. Parking Requirements:
   [a] A minimum of two (2) off-street parking spaces per residential dwelling lot.
   [b] Lots which front along Dolphin Avenue are required to have an area for a turn-around on-site so that vehicles do not back out onto Dolphin Avenue.
   [c] Driveways may have a zero-foot setback.
7. Accessory setbacks
   [a] Minimum Side Yard Setback – 5 feet
   [b] Minimum Rear Yard Setback – 5 feet
   [c] Utility sheds are subject to the provisions of Section 215-27 of the Land Development Regulations.

D. *General Requirements:*

1. All development shall be generally consistent with the Concept Subdivision Plans included in the Appendix of this report for Block 66, Lot 11 and 69, Lot 1.02. Any minor engineering refinements, dimensional adjustments within standard tolerances, and changes required through governmental agency review (NJDEP, Atlantic County, RSIS, and utility providers) shall be permitted, provided they

remain consistent with the general intent of the Concept Plans and regulations herein and below:

[a] The Concept Plans are intended as framework guidance and not frozen construction drawings;

[b] Minor engineering refinements, footprint adjustments, driveway/parking changes, stormwater basin resizing, and unit reorientation driven by site or agency conditions shall not be deemed inconsistent; and

[c] Dimensional tolerances within standard engineering practice are expressly permitted.

2. Utility and stormwater basins and infrastructure may be designed and coordinated to be shared among various parcels or lots. Such infrastructure need not satisfy the setback requirements. Stormwater basins may be on their own lot with no minimum lot size requirement or lot frontage requirement.
3. The subdivision/development on Block 69 is required to maintain a 25-foot buffer along the residential lots to the County Public Works yard. The buffer shall consist of the existing vegetation, no new vegetation is required. The plans should reflect this 25-foot area to remain in its current state.
3. FENCING .... Fences are permitted in the rear and side yard at a maximum height of 6-feet. No fencing is permitted in a front yard.

E. *Affordable Housing Provisions*

The Redevelopment Plan results in the creation of up to twelve (12) affordable housing units. The construction, marketing, pricing and restrictions relating to the affordable housing units will be completed in accordance with the City's Affordable Housing Ordinances under Article VB of Chapter 215 Land Use and Development Regulations.

EQUAL OPPORTUNITY

No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the Redevelopment Entity or by the Redeveloper (or any successors in interest) whereby the land or improvements in the Redevelopment Area is restricted, either by the Redevelopment Entity or the Redeveloper (or any successors in interest) in violation of any State or Federal anti-discrimination law. The foregoing restrictions, as well as the provisions of N.J.S.A. 40A:12A-9 shall be implemented by appropriate covenants or other provisions in the Redeveloper's Agreement and/or disposition instruments as covenants running with the land.

AUTHORITY AND INTERPRETATION

A. Pursuant to N.J.S.A. 40A:12A-13, the Planning Board shall have the sole authority for the project's preliminary and final site plan approval. Changes to the site plans due to outside agency approvals which do not change the approved lot lines and lot areas can be approved administratively if in conformance with the standards herein, specifically under the Land Use and Building Requirements

B. The Redevelopment Plan hereby amends the City's zoning district map with respect to the Redevelopment Area.

C. Subject to the provisions of this Redevelopment Plan herein, the Planning Board shall have authority for the interpretation or clarification of any Land Use provision under this Redevelopment Plan.

D. The Planning Board is authorized to grant reasonable exceptions for deviations from the Redevelopment Plan. For purposes of this Redevelopment Plan, an exception for a deviation is akin to a variance or exception which could be granted pursuant to N.J.S.A. 40:55D-70(c) or N.J.S.A. 40:55D-51(a) or (b) respectively.

E. Any use or "d" variances per N.J.S.A. 40:55D-70(d) from the permitted uses, conditional uses, maximum floor area ratio, permitted density, or height (by 10 feet or 10% of the maximum height) within the Redevelopment Area shall be permitted only by means of an amendment of the Redevelopment Plan by Township Committee, should the deviation be considered acceptable to the furtherance of the goals and objectives of this plan.

GENERAL PROVISIONS

The continued revitalization of this Redevelopment Area is important to the City. In order to facilitate the revitalization of the Redevelopment Area, the City shall have all the powers granted to a municipality or redevelopment entity to carry out this Redevelopment Plan as set forth in the Local Redevelopment Law at N.J.S.A. 40A:12A-8.

General Construction and Application of Plan Provisions

All provisions of this Redevelopment Plan, including all building controls, regulations and/or restrictions imposed, shall be applicable to all real property and improvements within the Redevelopment Area. The Redeveloper will be deemed in compliance with the Redevelopment Plan so long as an approved Redevelopment Project (as set forth in the Redevelopment Agreement) is constructed in the Redevelopment Area.

Redevelopment under the terms of this Redevelopment Plan shall only be undertaken pursuant to a redevelopment agreement entered into between the City and a designated redeveloper for each Phase. The following restrictions and controls on redevelopment shall apply notwithstanding the provisions of any zoning or development ordinance or other regulations now or hereafter in force:

- The redeveloper will be obligated to carry out the specified improvements in accordance with this Redevelopment Plan.

- The redeveloper, its successors or assignees, shall develop the Redevelopment Area in accordance with the uses and building requirements specified in the Redevelopment Plan.

- Until the required improvements are completed and a certificate of completion is issued in accordance with a redevelopment agreement, the redeveloper covenants provided for in N.J.S.A. 40A:12A-9 and imposed in any redevelopment agreement, lease, deed or other instruments shall remain in full force and effect.

- The redevelopment agreement(s) shall contain provisions to assure the timely construction of the redevelopment project, the qualifications, financial capability and financial guarantees of the redeveloper(s) and any other provisions necessary to assure the successful completion of the project.

Duration of Provisions and Effective Date

A. This Redevelopment Plan, as it may be amended from time to time, shall be in effect for a maximum period of 30 years or until the goals of the Redevelopment Plan are satisfied and the Redevelopment Area is fully redeveloped to the maximum extent permitted under the Redevelopment Plan, whichever is earlier.

B. Upon completion of construction and the issuance by the City of all permanent Certificate(s) of Occupancy for the Redevelopment Project, and at the request of the Redeveloper, the City shall issue the Redeveloper a 'Certificate of Completion and Compliance' for the entire Redevelopment Project or such portions thereof as the Redeveloper shall have completed, certifying that the Redevelopment Project or the specific portions thereof were completed in accordance with this Redevelopment Plan and further certifying that the applicable provisions of the Redevelopment Agreement, if applicable, relating to N.J.S.A. 40A:12A-9a, have been satisfied. All redevelopment agreements associated with the implementation of this Redevelopment Plan shall be in effect until the issuance of a certificate.

Procedures for Amending the Approved Redevelopment Plan

A. This Redevelopment Plan may be amended from time to time upon compliance with all applicable laws and statutes and upon approval of the Governing Body.

B. The land use provisions of this Redevelopment Plan may be modified or changed at any time upon a request from the Redeveloper.

C. City Council approval shall be required for any amendments that expand the type of uses or other aspects not approved by this Redevelopment Plan.

Relocation

There are no existing housing units in the Redevelopment Area, therefore relocation is not required.

Acquisition

In accordance with N.J.S.A. 40A:12A-7(a)(4), the Redevelopment Plan does not require acquisition of any parcels.

Affordable Housing

The are no existing housing units within the Redevelopment Area. Therefore, there will be no removal of any affordable housing units as a result of the implementation of this Redevelopment Plan in accordance with N.J.S.A. 40A:12A-7(a)(6). As a result of the implementation of this Redevelopment Plan, no affordable housing units are required to be replaced in accordance with N.J.S.A. 40A:12A-7(a)(7). This Redevelopment Plan provides for up to 12 new affordable housing units.

Zero-Emission Vehicle Fueling and Charging Infrastructure

All development shall comply with the requirements set forth at N.J.S.A. 40:55D-66.20. As there will be no public parking areas provided there will be no connection to an existing "essential public charging network" in accordance with N.J.S.A. 40A:12A-7(a)(8) within the Redevelopment Area.

CONSISTENCY WITH THE MASTER PLAN

The City adopted a 2024 Housing Element and Fair Share Plan, an element of the Master Plan, which included the subject properties for development of up to 12 affordable housing units as twin housing units. This Plan was certified by the Courts. In 2025 the City prepared and adopted a Fourth Round Housing Element and Fair Share Plan which continued to provide for the development of the subject properties through an agreement with Habitat for Humanity for up to 12 affordable housing units. The Housing Element and Fair Share Plan is proposed for amendment in 2026 and continues to include this project to meet the City's affordable housing obligations.

The City has also adopted a 2025 Master Plan Reexamination Report which includes the goal "To identify areas within the city to allow greater density to accommodate the need for senior, multifamily, and affordable housing to fulfill the needs of the aging population and requirements of affordable housing."

As the Housing Element and Fair Share Plan is an element of the City's Master Plan the proposed Dolphin Avenue Redevelopment Area which effectuates the adopted Master Plan Element is consistent with the City's Master Plan.

RELATIONSHIP TO OTHER PLANS

An important requirement of a Redevelopment Plan is consistency with the goals and objectives of already adopted plans for the area.

Plans of Other Municipalities

The Redevelopment Area is located along Dolphin Avenue in the northeast corner of the City, abutting the City of Pleasantville. Each municipality which borders the City of Northfield is listed below with the relationship to the Redevelopment Area.

City of Pleasantville is the closest municipality to the redevelopment area. The lands which border Northfield are zoned Single-Family Residential (R-75) which permits single-family detached dwelling units on lots of 7,500 square feet. The zoning in Pleasantville is consistent with the Northfield's abutting residential zoning district. The Dolphin Avenue Redevelopment Area does not cause a conflict with City of Pleasantville.

Egg Harbor Township surrounds the City's eastern and western borders and is located just under a mile away to the west and over a mile away to the east from the Dolphin Avenue Redevelopment Area. The Dolphin Avenue Redevelopment Area does not cause a conflict with Egg Harbor Township and does not change the existing zoning and land development patterns between the City and the Township.

The City of Linwood abuts the City's southern border and is located over 1.5 miles away from the Dolphin Avenue Redevelopment Area. The Dolphin Avenue Redevelopment Area does not cause a conflict with the City of Linwood and does not change the existing zoning and land development patterns between Northfield and Linwood.

County Master Plan

This Redevelopment Plan is consistent with the Atlantic County Master Plan in that it advances the following Goals and Objectives of the 2018 County Master Plan:

- Promote quality growth and development in areas where capital facilities are available.
- Support efforts to revitalize neighborhoods and rehabilitate older housing stock.
- Promote a mix of housing types to support the demands of a changing population.

The Redevelopment Plan provides for new housing opportunities on vacant land where existing infrastructure is available. The residential development will improve and enhance the existing neighborhood and promote a mix of housing types to an area where new housing is expected, planned and promoted.

New Jersey State Plan

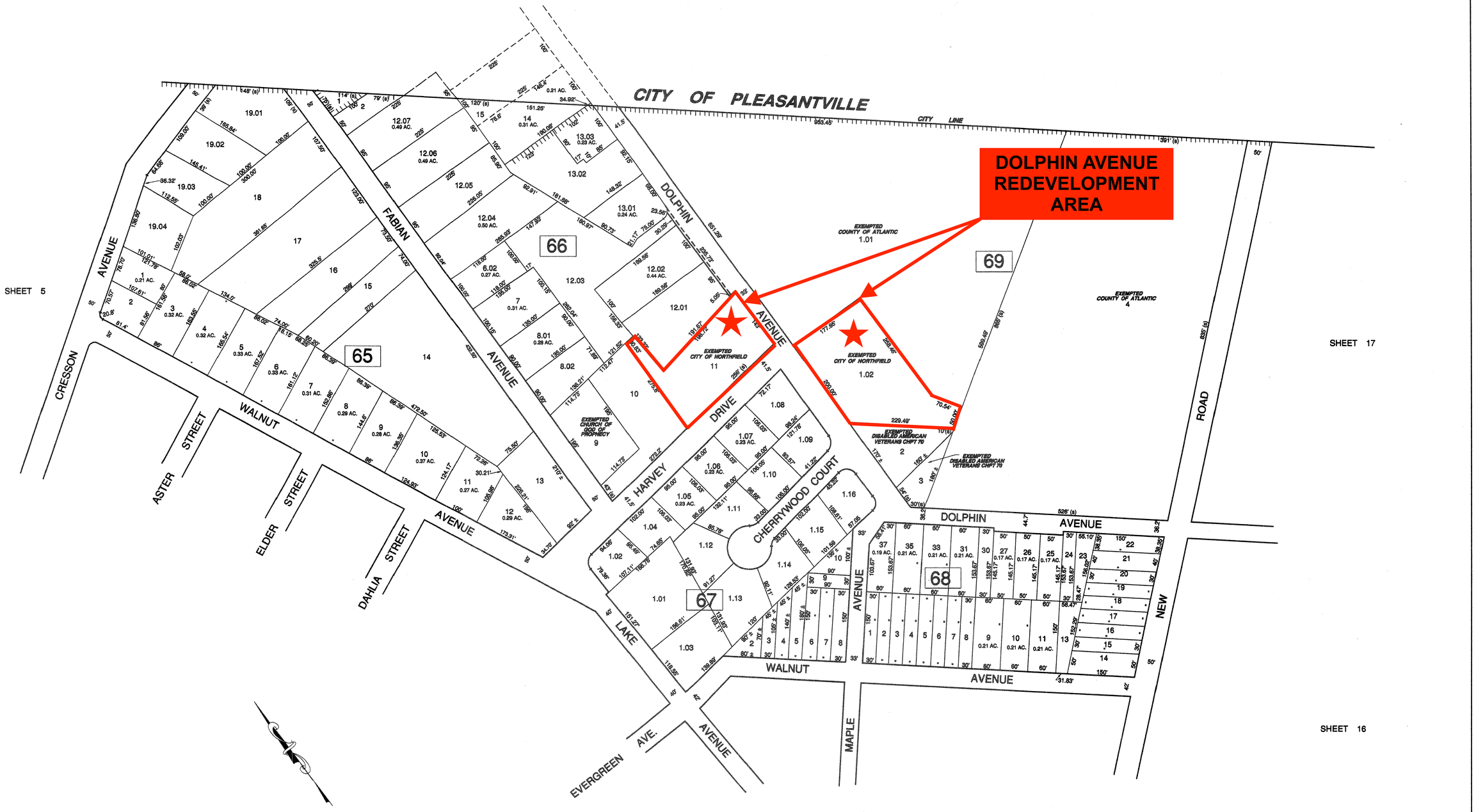
The State Development and Redevelopment Plan ("SDRP") adopted on December 17, 2025 is a state-level guidance document that provides a vision for the future with the intent to preserve and enhance the quality of life for all residents on New Jersey. The SDRP was initially released in 2001 and was recently updated and readopted in December of 2025. The purpose of the State Plan is to coordinate planning activities and establish Statewide planning objectives in the following areas: land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination.

The State Plan Policy Map has two major components: Planning Areas, which identify the unique natural and built infrastructure in specific areas across New Jersey; and Centers and Environs, which identify the scale, location and design of livable communities and natural landscapes. For each component, the State Plan recognizes that New Jersey requires different approaches in its Metropolitan, Suburban, Fringe, Rural, and Environmentally Sensitive Planning Areas.

The identified properties are located within PA1: Metropolitan Planning Area. Metropolitan Planning Areas include a variety of communities that have major ties to metropolitan centers (Philadelphia/Camden/ Trenton). These communities have infrastructure to support development. They generally have a need to rehabilitate existing housing in the community. There is a recognition that redevelopment will be the predominant form of growth in these communities which will provide for an affordable choice of housing in proximity to Philadelphia. The intent of the PA1 is:

- Provide for much of the state's future growth in compact development and redevelopment;
- Revitalize cities, towns and neighborhoods, and in particular overburdened neighborhoods;
- Address existing legacy issues such as air pollution, urban heat islands, lead contamination, Brownfields, urban highways, and combined sewer systems;
- Prevent displacement and gentrification;
- Promote growth that occurs in Centers, other appropriate areas that are pedestrian friendly, and in compact transit-oriented forms;
- Rebalance urbanization with natural systems;
- Promote increased biodiversity and habitat restoration;
- Stabilize and enhance older inner ring suburbs;
- Redesign and revitalize auto oriented areas; and
- Protect and enhance the character of existing stable communities.

The adoption of this Redevelopment Plan would be consistent with the Goals and Objectives and Planning Areas of the New Jersey State Plan.



REVISIONS

DATE	BY	LIC. No.	COMMENTS

EXHIBIT I
Dolphin Avenue Redevelopment Area
City of Northfield
Edited Tax Map
Prepared By: Tiffany A. Cuviello, PP, LLC
February 19, 2026

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PROPERTY ADMINISTRATION
APPROVED AS A TAX MAP PURSUANT TO THE AUTHORITY OF N.J.S.A. 54:1-15 & 54:60-1
FOR THE DIRECTOR, DIVISION OF TAXATION
C.T.A.
THOMAS A. REILLY, CHIEF, LOCAL PROPERTY, FIELD ASSISTANCE
C.T.A.
INTO C. DIDONATO, SUPERVISING FIELD REPRESENTATIVE
DATE FEB 19 2010 SERIAL NO. 947

THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D)

TAX MAP
CITY OF NORTHFIELD
ATLANTIC COUNTY NEW JERSEY
SCALE: 1" =100' JANUARY 2009

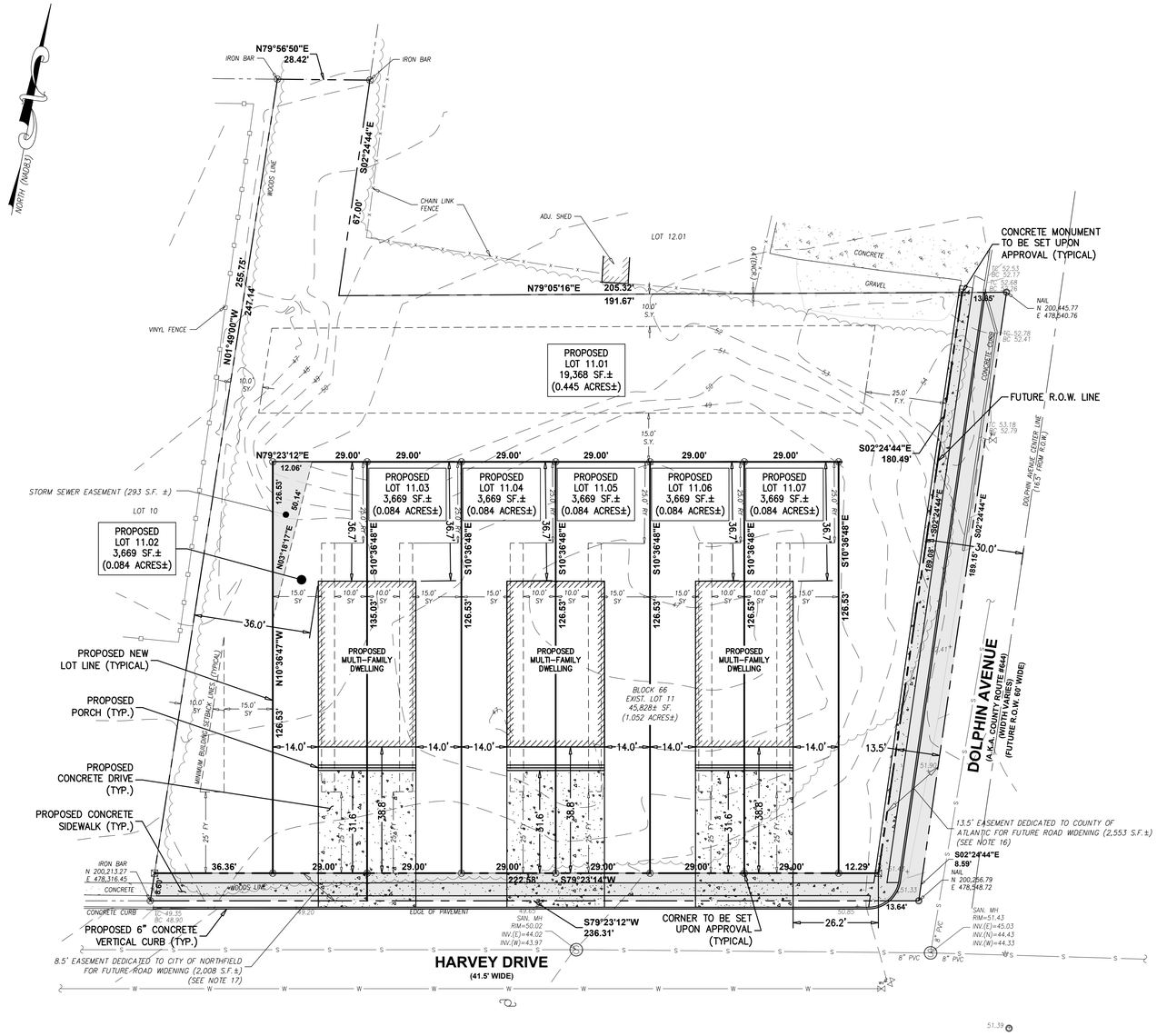
MATTHEW F. DORAN P.E., P.L.S.
PROFESSIONAL ENGINEER & LAND SURVEYOR
NEW JERSEY LICENSE NO. 26273
640 NORTH MAIN STREET
PLEASANTVILLE NEW JERSEY, 08232

TO SHOW CONDITIONS OF JANUARY 1, 2009

ZONING SCHEDULE - ZONE DISTRICT (R-1) RESIDENTIAL

	ZONING REQUIREMENTS	PROPOSED LOT 11.01	C/NC	PROPOSED LOT 11.02	C/NC	PROPOSED LOT 11.03	C/NC	PROPOSED LOT 11.04	C/NC	PROPOSED LOT 11.05	C/NC	PROPOSED LOT 11.06	C/NC	PROPOSED LOT 11.07	C/NC
USE	*SINGLE-FAMILY DWELLING*	VACANT LOT	C	SINGLE-FAMILY DWELLING	C	SINGLE-FAMILY DWELLING	C	SINGLE-FAMILY DWELLING	C	SINGLE-FAMILY DWELLING	C	SINGLE-FAMILY DWELLING	C	SINGLE-FAMILY DWELLING	C
MIN. LOT AREA	*10,000 SF*	19,368 SF	C	3,369 SF**	NC	3,369 SF**	NC	3,369 SF**	NC	3,369 SF**	NC	3,369 SF**	NC	3,916 SF**	NC
MIN. LOT WIDTH	*100 FT*	36.36 FT**	NC	29 FT**	NC	29 FT**	NC	29 FT**	NC	29 FT**	NC	29 FT**	NC	29 FT**	NC
MIN. YARD, FRONT (PRINCIPAL)	*25 FT*	25 FT	C	31.6 FT	C	31.6 FT	C	31.6 FT	C	31.6 FT	C	31.6 FT	C	31.6 FT	C
MIN. YARD, SIDE (PRINCIPAL)	*10 FT*	0 FT**	NC	0 FT**	NC	0 FT**	NC	0 FT**	NC	0 FT**	NC	0 FT**	NC	0 FT**	NC
MIN. YARD, TOTAL SIDE (PRINCIPAL)	*25 FT*	36 FT	C	14 FT**	NC	14 FT**	NC	14 FT**	NC	14 FT**	NC	14 FT**	NC	10 FT**	NC
MIN. YARD, REAR (PRINCIPAL)	*25 FT*	25 FT	C	36.7 FT	C	36.7 FT	C	36.7 FT	C	36.7 FT	C	36.7 FT	C	36.7 FT	C
MIN. YARD, SIDE (ACCESSORY)	*10 FT*	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C
MIN. YARD, REAR (ACCESSORY)	*10 FT*	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C
MAX. COVERAGE, BUILDING	*25%*	0%	C	23.85%	C	23.85%	C	23.85%	C	23.85%	C	23.85%	C	23.85%	C
MAX. COVERAGE, IMPERVIOUS	*40%*	0%	C	36.74%	C	36.74%	C	36.74%	C	36.74%	C	36.74%	C	36.74%	C
MAX. BUILDING HEIGHT (PRINCIPAL)	*2.5 STORIES OR 30 FT****	2 STORIES < 30 FT	C	2 STORIES < 30 FT	C	2 STORIES < 30 FT	C	2 STORIES < 30 FT	C	2 STORIES < 30 FT	C	2 STORIES < 30 FT	C	2 STORIES < 30 FT	C
MAX. BUILDING HEIGHT (ACCESSORY)	*12 FT*	< 12 FT	C	< 12 FT	C	< 12 FT	C	< 12 FT	C	< 12 FT	C	< 12 FT	C	< 12 FT	C

* = PRE-EXISTING NON-CONFORMING CONDITION
** = NON-CONFORMING CONDITION (VARIANCE REQUIRED)
*** = THE VERTICAL DISTANCE MEASURED FROM THE AVERAGE ELEVATION OF THE FINISHED GRADE AT ALL CORNERS OF THE BUILDING TO THE HIGHEST POINT OF THE ROOF FOR FLAT ROOFS; TO THE MEAN HEIGHT LEVEL OF THE DISTANCE MEASURED BETWEEN THE EAVES AND RIDGE FOR GABLE AND HIPPED ROOFS; TO THE DECK LINE FOR MANSARD ROOFS.
C = CONFORMING
NC = NONCONFORMING



PLAN
SCALE : 1"=20'

MUNICIPAL PLANNING BOARD APPROVAL

PURSUANT TO THE MUNICIPAL LAND USE LAW (1975) OF THE STATE OF NEW JERSEY, AND THE LAND SUBDIVISION AND DEVELOPMENT ORDINANCE, THIS PLAT IS APPROVED BY THE PLANNING BOARD OF THE CITY OF NORTHFIELD PER RESOLUTION AND MUST BE FILED NO LATER THAN 190 DAYS FROM DATE OF RESOLUTION APPROVAL.

SECRETARY

CHAIRMAN

BOARD ENGINEER

MUNICIPAL ENGINEER'S CERTIFICATION

I HAVE CAREFULLY EXAMINED THIS MAP AND TO THE BEST OF MY KNOWLEDGE AND BELIEF FIND IT CONFORMS WITH THE PROVISIONS OF "THE MAP FILING LAW" RESOLUTION OF APPROVAL AND THE MUNICIPAL ORDINANCES AND REQUIREMENTS APPLICABLE THERETO.

MUNICIPAL ENGINEER DATE

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP DATED 06-04-2025 MEETS THE MINIMUM SURVEY DETAIL REQUIREMENTS AS PROMULGATED BY THE STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND HAS BEEN MADE UNDER MY SUPERVISION, AND COMPLIES WITH THE PROVISIONS OF "THE MAP FILING LAW", AND THAT THE OUTBOUND MONUMENTS AS SHOWN HAVE BEEN FOUND OR SET.

HENRY V. ENGEL., PLS
NJ LIC. NO. 35833

XX/XX/25
DATE

OWNER'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THE LANDS SUBDIVIDED BY THIS MAP ARE OWNED BY TITLE OF RECORD AND THAT CONSENT TO THE APPROVAL OF SAID MAP IS GIVEN.

OWNER DATE

CITY OF NORTHFIELD
1600 SHORE ROAD
NORTHFIELD, NJ 08225

TAX COLLECTOR'S CERTIFICATION

I CERTIFY THAT TAXES HAVE BEEN PAID ON THE LANDS SUBDIVIDED BY THIS MAP.

TAX COLLECTOR DATE

NOTES:

1. OWNER/APPLICANT: CITY OF NORTHFIELD
   1600 SHORE ROAD
   NORTHFIELD, NJ 08225
2. TRACT IS KNOWN AS BLOCK 66, LOT 11 AS SHOWN ON SHEET 11 OF THE OFFICIAL TAX MAP OF THE CITY OF NORTHFIELD.
3. TOTAL TRACT AREA IS 1.052 ACRES±.
4. THE SUBJECT TRACT IS ZONED RESIDENTIAL (R-1) AS INDICATED ON THE TOWNSHIP OF HAMILTON ZONING MAP.
5. BOUNDARY INFORMATION SHOWN IS BASED ON A FIELD SURVEY DONE BY DEBLASIO & ASSOCIATES, P.C., COMPLETED ON APRIL 29, 2025.
6. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON (NAD83).
7. DEED REFERENCE:
   BOOK 1932, PAGE 368
8. PROPERTY LIES COMPLETELY WITHIN FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS SHOWN ON F.I.R.M. MAP #34001C0318F, PRELIMINARY DATE 05/30/2014.
9. WETLANDS ARE NOT SHOWN HEREON IF IN FACT ANY EXIST.
10. ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND.
11. ALL FINAL PLANS TO BE RECORDED MUST BE PROVIDED TO THE ATLANTIC COUNTY PLANNING DEPARTMENT IN DIGITAL FORM.
12. THE SITE WILL BE SERVICED BY MUNICIPAL SEWER & WATER.
13. THE PROPOSED LOT NUMBERS WILL BE VERIFIED BY THE CITY OF NORTHFIELD TAX ASSESSOR.
14. ELEVATIONS SHOWN HEREON ARE IN FEET AND REFER TO NAVD 88 DATUM.
15. EXISTING OUTBOUND & TOPOGRAPHIC INFORMATION SHOWN HEREON WAS TAKEN FROM A SURVEY OF PROPERTY, PREPARED BY SCHAEFFER NASSAR SCHEIDEGG, CONSULTING ENGINEERS, LLC, DATED 11-13-23.
16. ACCORDING TO THE ATLANTIC COUNTY MASTER PLAN, THE FUTURE RIGHT OF WAY ON COUNTY ROUTE #644, ALSO KNOWN AS DOLPHIN AVENUE, IS PROPOSED TO HAVE A WIDTH OF 60 FEET. NO STRUCTURES SHALL BE PLACED WITHIN THE FUTURE RIGHT OF WAY EASEMENT.
17. ROAD WIDENING EASEMENT TO WIDEN HARVEY DRIVE TO A 50 FOOT WIDE RIGHT OF WAY.

PRELIMINARY 11/11/2025

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

NO.	DATE	APPR.	REVISION

COPYRIGHT 2025, DEBLASIO & ASSOCIATES, P.C. – ALL RIGHTS RESERVED. THE COPYING OR REUSE OF THIS DOCUMENT OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF DEBLASIO & ASSOCIATES, P.C. IS PROHIBITED.

MAJOR SUBDIVISION PLAN

DEBLASIO & ASSOCIATES
ENGINEERS, SURVEYORS AND PLANNERS
4701 NEW JERSEY AVENUE
WILDWOOD, NJ 08260
PHONE (609) 854-3311
FAX (609) 854-4323
WWW.DEBLASIOASSOC.COM
Certification of Authorization No. 24GA28284900

HARVEY DRIVE
BLOCK 66, LOT 11
CITY OF NORTHFIELD
ATLANTIC COUNTY, NEW JERSEY

Design:	Drawn:	Check:	Date:
RCG	RCG/JLS	HVE	11/11/2025

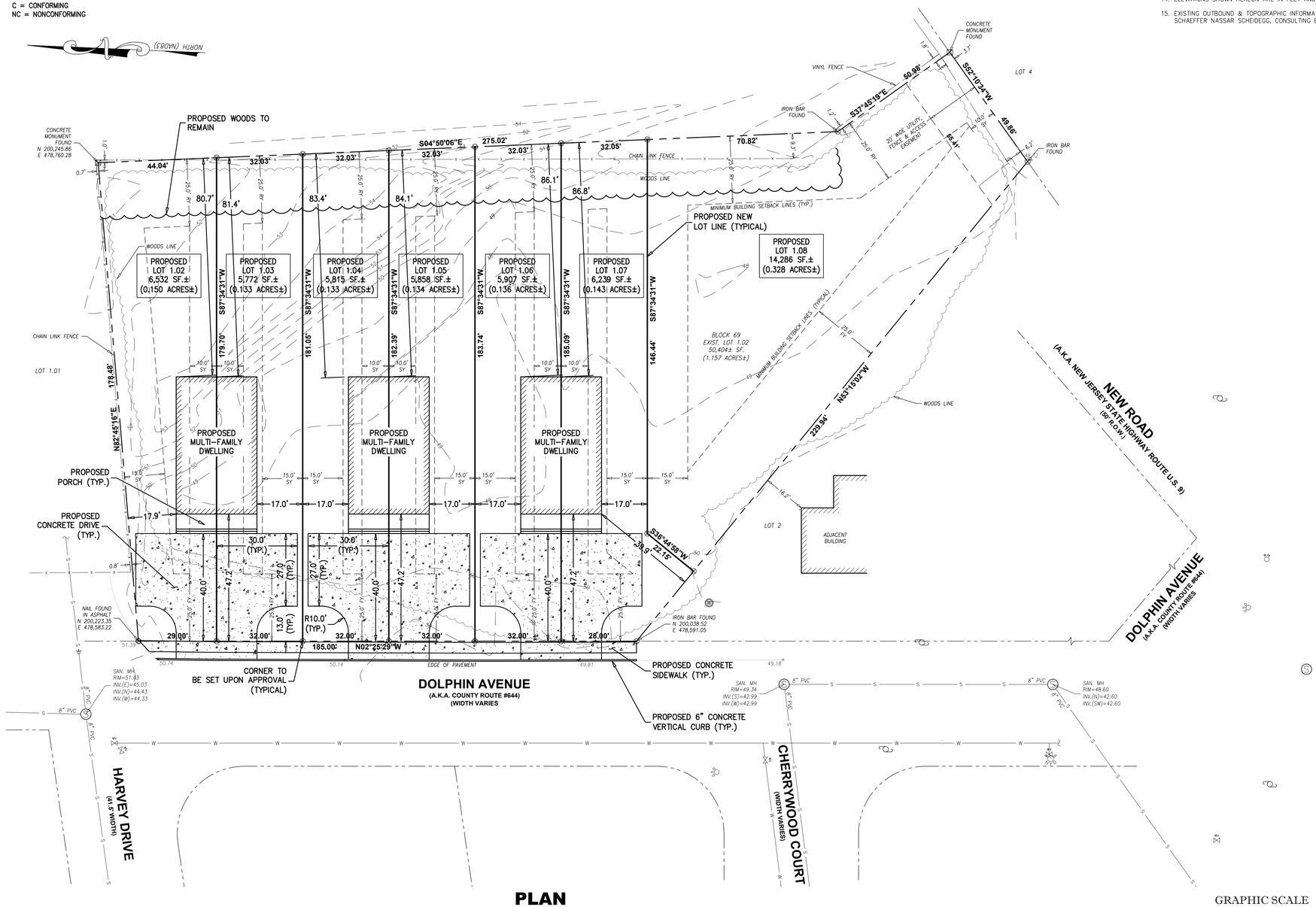
HENRY V. ENGEL, P.L.S.
New Jersey License No. 35833

Scale:	Job No.:	Sheet No:	Total:
1" = 20'	NCC016	3	11

ZONING SCHEDULE - ZONE DISTRICT (R-1) RESIDENTIAL

	ZONING REQUIREMENTS	PROPOSED LOT 1.02	C/NC	PROPOSED LOT 1.03	C/NC	PROPOSED LOT 1.04	C/NC	PROPOSED LOT 1.05	C/NC	PROPOSED LOT 1.06	C/NC	PROPOSED LOT 1.07	C/NC	PROPOSED LOT 1.08	C/NC
USE	*SINGLE-FAMILY DWELLING*	SINGLE-FAMILY DWELLING	C	SINGLE-FAMILY DWELLING	C	SINGLE-FAMILY DWELLING	C	SINGLE-FAMILY DWELLING	C	SINGLE-FAMILY DWELLING	C	SINGLE-FAMILY DWELLING	C	SINGLE-FAMILY DWELLING	C
MIN. LOT AREA	*10,000 SF*	6,532 SF**	NC	5,772 SF**	NC	5,815 SF**	NC	5,858 SF**	NC	5,907 SF**	NC	6,239 SF**	NC	14,286 SF**	C
MIN. LOT WIDTH	*100 FT*	29 FT**	NC	32 FT**	NC	32 FT**	NC	32 FT**	NC	32 FT**	NC	28 FT**	NC	86 FT**	NC
MIN. YARD, FRONT (PRINCIPAL)	*25 FT*	40 FT	C	40 FT	C	40 FT	C	40 FT	C	40 FT	C	40 FT	C	25 FT	C
MIN. YARD, SIDE (PRINCIPAL)	*10 FT*	0 FT**	NC	0 FT**	NC	0 FT**	NC	0 FT**	NC	0 FT**	NC	0 FT**	NC	10 FT	C
MIN. YARD, TOTAL SIDE (PRINCIPAL)	*25 FT*	17.9 FT**	NC	17 FT**	NC	17 FT**	NC	17 FT**	NC	17 FT**	NC	17 FT**	NC	25 FT	C
MIN. YARD, REAR (PRINCIPAL)	*25 FT*	80.7 FT	C	81.4 FT	C	83.4 FT	C	84.1 FT	C	86.1 FT	C	86.8 FT	C	25 FT	C
MIN. YARD, SIDE (ACCESSORY)	*10 FT*	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C
MIN. YARD, REAR (ACCESSORY)	*10 FT*	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C	10 FT	C
MAX. COVERAGE, BUILDING	*25%*	13.4%	C	15.2%	C	15.0%	C	14.9%	C	14.8%	C	14.02%	C	0%	C
MAX. COVERAGE, IMPERVIOUS	*40%*	29.1%	C	32.93%	C	32.69%	C	32.45%	C	32.18%	C	30.47%	C	0%	C
MAX. BUILDING HEIGHT (PRINCIPAL)	*2.5 STORIES OR 30 FT****	2 STORIES OR < 30 FT	C	2 STORIES OR < 30 FT	C	2 STORIES OR < 30 FT	C	2 STORIES OR < 30 FT	C	2 STORIES OR < 30 FT	C	2 STORIES OR < 30 FT	C	2 STORIES OR < 30 FT	C
MAX. BUILDING HEIGHT (ACCESSORY)	*12 FT*	< 12 FT	C	< 12 FT	C	< 12 FT	C	< 12 FT	C	< 12 FT	C	< 12 FT	C	< 12 FT	C

* = PRE-EXISTING NON-CONFORMING CONDITION
** = NON-CONFORMING CONDITION (VARIANCE REQUIRED)
*** = THE VERTICAL DISTANCE MEASURED FROM THE AVERAGE ELEVATION OF THE FINISHED GRADE AT ALL CORNERS OF THE BUILDING TO THE HIGHEST POINT OF THE ROOF FOR FLAT ROOFS; TO THE MEAN HEIGHT LEVEL OF THE DISTANCE MEASURED BETWEEN THE EAVES AND RIDGE FOR GABLE AND HIPPED ROOFS; TO THE DECK LINE FOR MANSARD ROOFS.
C = CONFORMING
NC = NONCONFORMING



PLAN
SCALE: 1"=20'

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

NOTES:

1. OWNER/APPLICANT: CITY OF NORTHFIELD
   1600 SHORE ROAD
   NORTHFIELD, NJ 08225
2. TRACT IS KNOWN AS BLOCK 69, LOT 1.02 AS SHOWN ON SHEET 11 OF THE OFFICIAL TAX MAP OF THE CITY OF NORTHFIELD.
3. TOTAL TRACT AREA IS 1.157 ACRES±.
4. THE SUBJECT TRACT IS ZONED RESIDENTIAL (R-1) AS INDICATED ON THE TOWNSHIP OF HAMILTON ZONING MAP.
5. BOUNDARY INFORMATION SHOWN IS BASED ON A FIELD SURVEY DONE BY DEBLASIO & ASSOCIATES, P.C., COMPLETED ON APRIL 29, 2025.
6. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON (NAD83).
7. DEED REFERENCE:
   BOOK 5575, PAGE 305
8. PROPERTY LIES COMPLETELY WITHIN FLOOD ZONE 'X', AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS SHOWN ON F.I.R.M. MAP #34001C0318F, PRELIMINARY DATE 05/30/2014.
9. WETLANDS ARE NOT SHOWN HEREON IF IN FACT ANY EXIST.
10. ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND.
11. ALL FINAL PLANS TO BE RECORDED MUST BE PROVIDED TO THE ATLANTIC COUNTY PLANNING DEPARTMENT IN DIGITAL FORM.
12. THE SITE WILL BE SERVICED BY MUNICIPAL SEWER & WATER.
13. THE PROPOSED LOT NUMBERS WILL BE VERIFIED BY THE CITY OF NORTHFIELD TAX ASSESSOR.
14. ELEVATIONS SHOWN HEREON ARE IN FEET AND REFER TO NAVD 88 DATUM.
15. EXISTING OUTBOUND & TOPOGRAPHIC INFORMATION SHOWN HEREON WAS TAKEN FROM A SURVEY OF PROPERTY, PREPARED BY SCHAEFFER NASSAR SCHEIDEGG, CONSULTING ENGINEERS, LLC, DATED 11-07-23.

MUNICIPAL PLANNING BOARD APPROVAL

PURSUANT TO THE MUNICIPAL LAND USE LAW (1975) OF THE STATE OF NEW JERSEY, AND THE LAND SUBDIVISION AND DEVELOPMENT ORDINANCE, THIS PLAT IS APPROVED BY THE PLANNING BOARD OF THE CITY OF NORTHFIELD PER RESOLUTION AND MUST BE FILED NO LATER THAN 190 DAYS FROM DATE OF RESOLUTION APPROVAL.

SECRETARY

CHAIRMAN

BOARD ENGINEER

MUNICIPAL ENGINEER'S CERTIFICATION

I HAVE CAREFULLY EXAMINED THIS MAP AND TO THE BEST OF MY KNOWLEDGE AND BELIEF FIND IT CONFORMS WITH THE PROVISIONS OF "THE MAP FILING LAW" RESOLUTION OF APPROVAL AND THE MUNICIPAL ORDINANCES AND REQUIREMENTS APPLICABLE THERETO.

MUNICIPAL ENGINEER DATE

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP DATED 06-04-2025 MEETS THE MINIMUM SURVEY DETAIL REQUIREMENTS AS PROMULGATED BY THE STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND HAS BEEN MADE UNDER MY SUPERVISION, AND COMPLIES WITH THE PROVISIONS OF "THE MAP FILING LAW", AND THAT THE OUTBOUND MONUMENTS AS SHOWN HAVE BEEN FOUND OR SET.

XX/XX/25
HENRY V. ENGEL., PLS DATE
NJ LIC. NO. 35833

OWNER'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THE LANDS SUBDIVIDED BY THIS MAP ARE OWNED BY TITLE OF RECORD AND THAT CONSENT TO THE APPROVAL OF SAID MAP IS GIVEN.

OWNER DATE

CITY OF NORTHFIELD
1600 SHORE ROAD
NORTHFIELD, NJ 08225

TAX COLLECTOR'S CERTIFICATION

I CERTIFY THAT TAXES HAVE BEEN PAID ON THE LANDS SUBDIVIDED BY THIS MAP.

TAX COLLECTOR DATE

PRELIMINARY 11/12/2025

NO.	DATE	APPR.	REVISION

COPYRIGHT 2025, DEBLASIO & ASSOCIATES, P.C. – ALL RIGHTS RESERVED. THE COPYING OR REUSE OF THIS DOCUMENT OR PORTIONS THEREOF, FOR OTHER THAN THE ORIGINAL PROJECT OR THE PURPOSE ORIGINALLY INTENDED, WITHOUT THE WRITTEN PERMISSION OF DEBLASIO & ASSOCIATES, P.C. IS PROHIBITED.

MAJOR SUBDIVISION PLAN

DEBLASIO & ASSOCIATES
ENGINEERS, SURVEYORS AND PLANNERS
4701 NEW JERSEY AVENUE
WILDWOOD, NJ 08260
PHONE (609) 854-3311
FAX (609) 854-4323
WWW.DEBLASIOASSOC.COM
Certification of Authorization No. 24GA28284900

605 DOLPHIN AVENUE
BLOCK 69, LOT 1.02
CITY OF NORTHFIELD
ATLANTIC COUNTY, NEW JERSEY

Design:	Drawn:	Check:	Date:
RCG	RCG/JLS	HVE	11/12/2025

HENRY V. ENGEL, P.L.S.
New Jersey License No. 35833

Scale:	Job No.:	Sheet No:	Total:
1" = 20'	NCC016	3	11

WABASH AVENUE REDEVELOPMENT PLAN

BLOCK 92, LOTS 25, 28, 29, 31, 33 AND 34

CITY OF NORTHFIELD
ATLANTIC COUNTY, NEW JERSEY

As recommended by the Planning Board on March 5, 2026
Adopted by the Governing Body on March 10, 2026 by Ordinance # 6-2026

February 23, 2026

City of Northfield
1600 Shore Road
Northfield, NJ 08225

Prepared By:

Tiffany A. Cuviello, PP, LLC
Community Development & Planning

Tiffany A. Morrissey, PP, AICP
7 Equestrian Drive
Galloway, NJ 08205
(856) 912-4415
tmorrissey@tacplanning.com

WABASH AVENUE REDEVELOPMENT PLAN

BLOCK 92, LOTS 25, 28, 29, 31, 33 AND 34

CITY OF NORTHFIELD
ATLANTIC COUNTY, NEW JERSEY

MAYOR

Erland Chau

COUNCIL MEMBERS

Greg Dewees
Carolyn Bucci
Renee Carfagno
David Notaro
Thomas Polistina
Brian Smith
Cynthia Kern

Mary Canesi, R.M.C.

PLANNING BOARD

Dr. Richard Levitt, Chairman
Clem Scharff, Vice Chairman
Erland Chau, Mayor
Carolyn Bucci, Councilwoman
Darren Boyd
Peter Brophy
Henry Notaro
Derek Rowe
James Shippen
Paul Utts, Alt. #1
Matthew Carney, Alt. #2
Ronald Roegiers, Alt. #3
Daniel Reardon, Alt. #4

Joel Fleishman, Solicitor
Matt Doran, Engineer
Robin Atlas, Secretary

PREPARED BY:

Tiffany A. Morrissey, AICP, PP#5533

The original of this document was signed and sealed in accordance with N.J.A.C. 13:41-1.3.b

Table of Contents

INTRODUCTION 4
STATUTORY REQUIREMENTS OF REDEVELOPMENT PLAN 4
DESCRIPTION OF REDEVELOPMENT AREA 6
STATEMENT OF PURPOSE 7
GOALS AND OBJECTIVES 9
DESIGNATION OF A REDEVELOPER 9
AGREEMENT WITH REDEVELOPER 9
LAND USES AND BUILDING REQUIREMENTS 10
Land Use Definitions 11
Development Regulations 11
Wabash Avenue Redevelopment Plan Overlay District 12
EQUAL OPPORTUNITY 15
AUTHORITY AND INTERPRETATION 15
GENERAL PROVISIONS 16
General Construction and Application of Plan Provisions 16
Duration of Provisions and Effective Date 17
Procedures for Amending the Approved Redevelopment Plan 18
Relocation 18
Acquisition 18
Affordable Housing 19
Zero-Emission Vehicle Fueling and Charging Infrastructure 19
CONSISTENCY WITH THE MASTER PLAN 19
RELATIONSHIP TO OTHER PLANS 20
Plans of Other Municipalities 20
County Master Plan 21
New Jersey State Plan 21

Exhibit I – Redevelopment Area Map

Exhibit II – Concept Development Plan

Exhibit III – Conceptual Elevations and Floor Plans

INTRODUCTION

The City has adopted an Area in Need of Rehabilitation designation for the entire municipality in accordance with the New Jersey Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1 et seq. ("LRHL"). The design and implementation of this Redevelopment Plan is in accordance with Resolution No. 195 of 2024 and N.J.S.A. 40A:12A-1 et. Seq., whereby, the City Council of Northfield City, declared the City as an "Area in Need of Rehabilitation."

This Redevelopment Plan has been prepared to address certain privately-owned property in the City of Northfield which is proposed to be developed to address a portion of the City's affordable housing obligations. The properties in this Redevelopment Plan were included in the City's Court-approved Amended 2024 Fair Share Plan and the City's Fourth Round 2025 Housing Element and Fair Share Plan ("HEFSP") with amendments through 2026. The City has entered into and/or will be entering into an agreement with the Stephen Siller Tunnel to Towers Foundation ("T2T") to develop the Redevelopment Area described herein with veteran's supportive housing units which will contribute to meeting the City's affordable housing obligations.

STATUTORY REQUIREMENTS OF REDEVELOPMENT PLAN

Pursuant to the LRHL, a redevelopment plan shall include an outline for the planning, development, rehabilitation or redevelopment of the area sufficient to indicate:

- 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.

- Proposed land uses and building requirements in the Project Area.

- Adequate provision for the temporary and permanent relocation, as necessary, of residents in the Project Area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.

- An identification of any property within the Project Area which is proposed to be acquired in accordance with the Redevelopment Plan.

- 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;
    - the State Development and Redevelopment Plan adopted pursuant to the "State Planning Act" PL 1985, C398 (C52:18A-196 et al.); and

- A housing inventory of all affordable housing units to be removed; and

- A plan for replacement of any affordable housing removed pursuant to the Redevelopment Plan.

- Proposed locations for zero-emission vehicle fueling and charging infrastructure within the project area in a manner that appropriately connects with an essential public charging network.

- The relationship of the Redevelopment Plan to pertinent municipal development regulations and whether the Redevelopment Plan supersedes or overlays the existing regulations.

- A statement as to the consistency of the Redevelopment Plan to the local Master Plan

DESCRIPTION OF REDEVELOPMENT AREA

The property which is the subject of this Redevelopment Plan is privately owned and contains approximately seven acres of land along Wabash Avenue. The property is identified as Block 92, Lots 25, 28, 29, 31, 33 and 34 on the City tax maps. The property was previously approved for an age-restricted inclusionary housing development which was included in the City's Court approved HEFSP for the Third Round. The current proposal for veteran supportive housing is also proposed to meet a portion of the City's affordable housing obligations and is included in the City's amended Fourth Round HEFSP, as amended. The former uses on the property include an office, shop and storage building as well as an outside storage yard for equipment and materials. The site is bordered to the west by the City Library and the local bike path runs along the street frontage just opposite the site on Wabash Avenue. The surrounding neighborhood includes single-family detached dwelling units on lot sizes that range from 8,000 square feet to 13,000 square feet (approximately).

As part of the City's Third-Round HEFSP the site was designated as an Affordable Housing 1-Age Restricted district (AH1-AR) with a density of 12 units per acre. The site was approved to accommodate 77 units of which 12 would be affordable housing units using a set-aside of 15%. Due to various market conditions the site is now proposed for veteran supportive housing. This Redevelopment Plan is intended to provide for the proposed project.

The complete Redevelopment Area is depicted on the Redevelopment Area Map in Exhibit I. Specifically, the identified Blocks and Lots shown in the Table below.

PROPERTIES				
BLOCK	**LOT**	**ADDRESS**	**OWNER**	**ZONE**
92	25	1823 Wabash Avenue	Gables on Wabash LLC	AH1-AR
92	28	1823 Wabash Avenue	Gables on Wabash LLC	AH1-AR
92	29	1823 Wabash Avenue	Gables on Wabash LLC	AH1-AR
92	31	Wabash Avenue	Wabash Avenue Land LLC	R-1
92	33	Wabash Avenue	Gables on Wabash LLC	AH1-AR
92	34	Wabash Avenue	Gables on Wabash LLC	AH1-AR

STATEMENT OF PURPOSE

Under the provisions of the Local Redevelopment and Housing Law, this document constitutes a Redevelopment Plan for the general purpose of facilitating a variety of housing opportunities in the City. Specific uses permitted and standards in the Redevelopment Area are as specified later in this report.

The Governing Body of the City of Northfield has previously determined that the City as a whole meets the criteria as an "Area in Need of Rehabilitation". This Redevelopment Plan is the proper mechanism for the orderly planning and redevelopment of the subject properties consistent with municipal goals and objectives as stated herein. Upon adoption by the City, this Redevelopment Plan shall satisfy all statutory requirements and constitute the legal prerequisite for the Redevelopment actions outlined herein.

For the purposes of this Redevelopment Plan, the following terms shall have the meaning specified below:

"City" shall mean the City of Northfield, a body corporate and politic, and unless otherwise indicated includes its Governing Body, elected officials, officers and staff.

"Local Redevelopment and Housing Law" shall mean N.J.S.A. 40A:12A-1 et. seq.

"Project Area" or "Property" shall mean all of that certain real property comprising of all or portions of the Wabash Avenue Redevelopment Area, as defined herein.

"Redeveloper" shall mean the corporation, partnership or other entity designated by the Redevelopment Entity as Redeveloper pursuant to N.J.S.A. 40A:12A-1 et. seq. for the purpose of advancing this Redevelopment Plan.

"Redevelopment Area" shall mean, for purposes of this Redevelopment Plan, all of the properties comprising and consisting of Block 92, Lots 25, 28, 29, 31, 33 and 34 as identified on the City of Northfield Tax Map.

"Redevelopment Entity" shall mean the City Council/State of New Jersey, acting as the implementing agent for this Redevelopment Plan in accordance with and under the provisions of N.J.S.A. 40A:12A-1 et. seq.

"Redevelopment Plan" shall mean this instant document entitled Wabash Avenue Redevelopment Plan which also may be referred to herein as "WARP".

"Redevelopment Project" shall mean a project approved pursuant to this Plan and as set forth in a Redevelopment Agreement between the City and the Redeveloper.

"State" shall mean the State of New Jersey and shall include all applicable agencies and instrumentalities thereof.

GOALS AND OBJECTIVES

A. Goals

1) Promote the establishment of appropriate population densities in concentrations that will contribute to the well-being of persons, neighborhoods, and the region, and the preservation of the environment.
2) Provide sufficient space in appropriate locations for a variety of residential uses to meet the needs of citizens.

B. Plan Objectives

1) Provide an attractive residential housing opportunities to meet the needs of a variety of household types.
2) Provide for affordable housing to satisfy the Township's affordable housing obligations under the Fair Housing Act.
3) Provide an opportunity for supportive veteran housing.

DESIGNATION OF A REDEVELOPER

As part of the City Council's adoption of this Redevelopment Plan, the Council shall name a Redeveloper. The Redeveloper selected by the City shall, in the opinion of the City, be qualified to successfully develop residential housing units that are consistent with the Public Policy Goals and Redevelopment Plan objectives.

AGREEMENT WITH REDEVELOPER

It is the intent of this Redevelopment Plan that the Redeveloper proceed to develop the Project in accordance with the goals and objectives of this Redevelopment Plan as set

forth herein, and/or as otherwise contemplated in the Fourth Round HEFSP, as amended, which goals and objectives for the Redevelopment Area were further memorialized in that certain January 16, 2026 Consent Order entered by the Superior Court of New Jersey in the City's Fourth Round Affordable Housing Declaratory Judgment action, entitled In the Matter of the City of Northfield, bearing Docket No.: ATL-L-136-25.

In accordance therewith, upon the adoption of this Redevelopment Plan and the designation of the Redeveloper by the City, the City and the Redeveloper shall enter into a Developers Agreement in the form and content expressly contemplated in the January 16, 2026 Consent Order, which Developers Agreement shall be accepted by the City and Redeveloper in lieu of a redevelopment agreement, and shall have the same force and effect thereof, as typically entered into pursuant to the Local Redevelopment and Housing Law.

The Developers Agreement shall stipulate the precise nature and extent of the improvements to be made and their timing and phasing which shall be performed as permitted therein. The Redeveloper will be responsible to construct the improvements to be detailed on the final site plan as otherwise described and contemplated in the Developers Agreement.

LAND USES AND BUILDING REQUIREMENTS

This Redevelopment Plan is designed to address the redevelopment on Block 92, Lots 25, 28, 29, 31, 33 and 34 and shall be referred to as the Wabash Avenue Redevelopment Plan (WARP). The Redevelopment Plan is not intended to supersede the existing zoning district requirements and the underlying zoning district on these parcels shall remain in full force and effect. The overlay is intended to provide for additional development options in furtherance of the City's adopted HEFSP.

As required by N.J.S.A. 40A:12A-7c, the zoning map will be amended to include the Wabash Avenue Redevelopment District (WARP) for the Redevelopment Area.

Land Use Definitions

The definitions provided in N.J.S.A. 40A:12A-3 are incorporated into this Redevelopment Plan by reference. In addition, the definitions set forth in the City Land Use Ordinance are incorporated into this Redevelopment Plan by reference. The following additional definitions would apply:

Affordable Housing Unit – a unit creditworthy against the City's statutory affordable housing obligations, the requirements of which are set forth in the Developer's Agreement between the City and Redeveloper.

Veterans Comfort Home – A stand-alone dwelling unit with a single bedroom and single person occupancy for Veterans Supportive housing and care.

Veterans Multi-family Dwelling Unit – A one-bedroom or effeciency dwelling unit within a multi-family building providing Veterans Supportive housing and care.

Veterans Supportive Housing – residential units designed to provide supportive services to Veteran's.

Development Regulations

In order to effectuate the goals and objectives of the Wabash Avenue Redevelopment Plan, it is necessary to create a new set of land use and design controls to accommodate residential development. This Redevelopment Plan shall overlay the existing zoning for the Redevelopment Area.

The City Land Management Ordinance standards and regulations remain applicable to the future development unless specifically modified below. The following standards shall be treated as zoning requirements. Any deviation from the requirements of this section shall

be treated as a "c" variance as provided for under the Section entitled "Authority and Interpretation".

Wabash Avenue Redevelopment Plan Overlay District

A. *Applicability and Purpose*. This ordinance shall apply to Block 92, Lots 25, 28, 29, 31, 33 and 34 as they exist at the time of adoption of this ordinance and including any future lots subdivided from the original tracts in accordance with this ordinance. The purpose of the Wabash Avenue Redevelopment Plan overlay is to provide for the construction of a 121-unit Veteran's Supportive Housing development of which at least 115 of the units will be "credit-worthy" to meet a portion of the City's affordable housing obligation.

B. Permitted Uses

1. Principal Uses
   [a] Veteran's Supportive Housing in the form of the following:
      i. Veteran's Comfort Homes
      ii. Veteran's Multi-family dwelling units

2. Accessory uses
   [a] Off-Street Parking
   [b] Supportive Office Space and Space for counseling, legal and other support services.
   [c] Multi-purpose room, fitness area, dining areas and similar indoor amenity spaces all for the residents of the facility.
   [c] Outdoor recreational amenities and features for the residents of the community

[d] Signs, subject to the provisions of §215-113

[e] Fences and hedges subject to the provisions of §215-95

[f] Stormwater management facilities

[g] Monuments, statues and other memorial and decorative items integrated into the courtyards, outdoor walkways and facilities.

C. A total of 121 units are permitted in a combination of Veteran's comfort homes and Veteran's multi-family dwelling units. At least 115 units shall qualify for credit against City's affordable housing obligation.

D. Affordable housing units shall meet the requirements set forth in the Developer's Agreement and in accordance with any Court Orders or Judgments related to the City's Fourth Round compliance as it relates specifically to the affordable units created from this Redevelopment Plan. The Affordable Veteran's Supportive Units and Comfort Homes are unique and have been identified as such through the Fourth Round compliance process and are therefore exempt from certain affordable housing regulations otherwise applicable to other types of affordable units.

E. Bulk Requirements:

1. Lot Requirements

[a] Lot Area – 6 acre minimum.

[b] Building Coverage – 35% maximum.

[c] Impervious Coverage – 65% maximum.

2. Building setbacks

[a] A minimum setback to the northern property line (Clark Place) shall be 40 feet with an average setback of 50 feet.

[b] A minimum setback to the eastern property line (Locust Drive) of 30 feet.

[c] A minimum side yard setback of 25 feet.

[d] A minimum separation to the existing residential lots from any residential structure shall be 80 feet. This area shall include a landscape buffer with a minimum width of 25 feet.

[d] A minimum setback of 50 feet to Wabash Avenue for residential buildings.

[e] Comfort Homes shall have a minimum building separation of 10-feet.

3. Building height – 3 stories and 45-foot maximum.

4. Parking Requirements. Recognizing this use is not a traditional residential facility the required parking is subject to the following:

[a] At least 132 parking spaces are required for the proposed 121 units.

[b] The total parking spaces shall be finalized as part of a site plan approval which includes a parking analysis from a licensed traffic engineer. The parking analysis is required to support the total number of proposed parking spaces. The parking analysis shall identify the maximum number of employees on the largest shift. The total required parking shall include enough spaces for these employees in addition to the identified parking demand from residents and visitors.

5. A landscape buffer with a minimum width of 25 feet is required along all property lines. Existing vegetation can be utilized as part of the landscaping and supplemented as appropriate. The buffer shall be landscaped as detailed in §§ **215-85** and **215-100**.

F. *General Requirements:*

1. All development shall be generally consistent with the Concept Subdivision Plans included in the Appendix of this report.
2. Utility and stormwater basins and infrastructure need not satisfy the setback requirements.

G. *Affordable Housing Provisions*

The Redevelopment Plan results in the creation of up to 115 veteran supportive housing units which are to be credit-worthy affordable housing units under the City's affordable housing plan.

EQUAL OPPORTUNITY

No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the Redevelopment Entity or by the Redeveloper (or any successors in interest) whereby the land or improvements in the Redevelopment Area is restricted, either by the Redevelopment Entity or the Redeveloper (or any successors in interest) in violation of any State or Federal anti-discrimination law. The foregoing restrictions, as well as the provisions of N.J.S.A. 40A:12A-9 shall be implemented by appropriate covenants or other provisions in the Redeveloper's Agreement and/or disposition instruments as covenants running with the land.

AUTHORITY AND INTERPRETATION

A. Pursuant to N.J.S.A. 40A:12A-13, the Planning Board shall have the sole authority for the project's preliminary and final site plan approval.

B. The Redevelopment Plan hereby amends the City's zoning district map with respect to the Redevelopment Area.

C. Subject to the provisions of this Redevelopment Plan herein, the Planning Board shall have authority for the interpretation or clarification of any Land Use provision under this Redevelopment Plan.

D. The Planning Board is authorized to grant reasonable exceptions for deviations from the Redevelopment Plan. For purposes of this Redevelopment Plan, an exception for a

deviation is akin to a variance or exception which could be granted pursuant to N.J.S.A. 40:55D-70(c) or N.J.S.A. 40:55D-51(a) or (b) respectively.

E. Any use or "d" variances per N.J.S.A. 40:55D-70(d) from the permitted uses, conditional uses, maximum floor area ratio, permitted density, or height (by 10 feet or 10% of the maximum height) within the Redevelopment Area shall be permitted only by means of an amendment of the Redevelopment Plan by Township Committee, should the deviation be considered acceptable to the furtherance of the goals and objectives of this plan.

GENERAL PROVISIONS

The continued revitalization of this Redevelopment Area is important to the City. In order to facilitate the revitalization of the Redevelopment Area, the City shall have all the powers granted to a municipality or redevelopment entity to carry out this Redevelopment Plan as set forth in the Local Redevelopment Law at N.J.S.A. 40A:12A-8.

General Construction and Application of Plan Provisions

All provisions of this Redevelopment Plan, including all building controls, regulations and/or restrictions imposed, shall be applicable to all real property and improvements within the Redevelopment Area. The Redeveloper will be deemed in compliance with the Redevelopment Plan so long as an approved Redevelopment Project (as set forth in the Redevelopment Agreement) is constructed in the Redevelopment Area.

Redevelopment under the terms of this Redevelopment Plan shall only be undertaken pursuant to a redevelopment agreement entered into between the City and a designated redeveloper for each Phase. The following restrictions and controls on redevelopment shall apply notwithstanding the provisions of any zoning or development ordinance or other regulations now or hereafter in force:

- The redeveloper will be obligated to carry out the specified improvements in accordance with this Redevelopment Plan.

- The redeveloper, its successors or assignees, shall develop the Redevelopment Area in accordance with the uses and building requirements specified in the Redevelopment Plan.

- Until the required improvements are completed and a certificate of completion is issued in accordance with a redevelopment agreement, the redeveloper covenants provided for in N.J.S.A. 40A:12A-9 and imposed in any redevelopment agreement, lease, deed or other instruments shall remain in full force and effect.

- The redevelopment agreement(s) shall contain provisions to assure the timely construction of the redevelopment project, the qualifications, financial capability and financial guarantees of the redeveloper(s) and any other provisions necessary to assure the successful completion of the project.

Duration of Provisions and Effective Date

A. This Redevelopment Plan, as it may be amended from time to time, shall be in effect for a maximum period of 30 years or until the goals of the Redevelopment Plan are satisfied and the Redevelopment Area is fully redeveloped to the maximum extent permitted under the Redevelopment Plan, whichever is earlier.

B. Upon completion of construction and the issuance by the City of all permanent Certificate(s) of Occupancy for the Redevelopment Project, and at the request of the Redeveloper, the City shall issue the Redeveloper a 'Certificate of Completion and Compliance' for the entire Redevelopment Project or such portions thereof as the Redeveloper shall have completed, certifying that the Redevelopment Project or the specific portions thereof were completed in accordance with this Redevelopment Plan and

further certifying that the applicable provisions of the Redevelopment Agreement, if applicable, relating to N.J.S.A. 40A:12A-9a, have been satisfied. All redevelopment agreements associated with the implementation of this Redevelopment Plan shall be in effect until the issuance of a certificate.

Procedures for Amending the Approved Redevelopment Plan

A. This Redevelopment Plan may be amended from time to time upon compliance with all applicable laws and statutes and upon approval of the Governing Body.

B. The land use provisions of this Redevelopment Plan may be modified or changed at any time upon a request from the Redeveloper or at the City's initiation provided that nothing herein shall be altered to be inconsistent with the City's HEFSP as amended, the Developer's Agreement, or the January 16, 2026 Consent Order as it relates to the Wabash Avenue Redevelopment Area.

C. City Council approval shall be required for any amendments that expand the type of uses or other aspects not approved by this Redevelopment Plan.

Relocation

There are no existing housing units in the Redevelopment Area, therefore relocation is not required.

Acquisition

In accordance with N.J.S.A. 40A:12A-7(a)(4), the Redevelopment Plan does not require acquisition of any parcels.

Affordable Housing

The are no existing housing units within the Redevelopment Area. Therefore, there will be no removal of any affordable housing units as a result of the implementation of this Redevelopment Plan in accordance with N.J.S.A. 40A:12A-7(a)(6). As a result of the implementation of this Redevelopment Plan, no affordable housing units are required to be replaced in accordance with N.J.S.A. 40A:12A-7(a)(7).

Zero-Emission Vehicle Fueling and Charging Infrastructure

All development shall comply with the requirements set forth at N.J.S.A. 40:55D-66.20. As there will be no public parking areas provided there will be no connection to an existing "essential public charging network" in accordance with N.J.S.A. 40A:12A-7(a)(8) within the Redevelopment Area.

CONSISTENCY WITH THE MASTER PLAN

The City adopted a 2024 Housing Element and Fair Share Plan, an element of the Master Plan, which included the subject properties for development of up to 80 age-restricted housing units with up to 12 affordable housing units. This Plan was certified by the Courts. In 2025 the City prepared and adopted a Fourth Round Housing Element and Fair Share Plan which continued to provide for the development of the subject properties as provided for in the 2024 Plan. The Housing Element and Fair Share Plan is proposed for amendment in 2026 and is being amended to permit a change to the development of this site consistent with the Wabash Avenue Redevelopment Plan and contributing up to 115 veteran's supportive housing units to the City's affordable housing obligations.

The City has also adopted a 2025 Master Plan Reexamination Report which includes the goal "To identify areas within the city to allow greater density to accommodate the need for senior, multifamily, and affordable housing to fulfill the needs of the aging population and requirements of affordable housing."

As the Housing Element and Fair Share Plan is an element of the City's Master Plan the proposed Wabash Avenue Redevelopment Area which effectuates the adopted Master Plan Element is consistent with the City's Master Plan.

RELATIONSHIP TO OTHER PLANS

An important requirement of a Redevelopment Plan is consistency with the goals and objectives of already adopted plans for the area.

Plans of Other Municipalities

The Redevelopment Area is located along Wabash Avenue in the center of the City. Each municipality which borders the City of Northfield is listed below with the relationship to the Redevelopment Area.

The City of Pleasantville is located on the City's northern border, over one mile from the Redevelopment Area. The Wabash Avenue Redevelopment Area does not cause a conflict with City of Pleasantville and does not change the existing zoning and land development patterns between the two cities.

Egg Harbor Township surrounds the City's eastern and western borders and is located just under a mile away to the east and over a mile away to the west from the Wabash Avenue Redevelopment Area. The Wabash Avenue Redevelopment Area does not cause a conflict with Egg Harbor Township and does not change the existing zoning and land development patterns between the City and the Township.

The City of Linwood abuts the City's southern border and is located approximately three-quarters of a mile away from the Wabash Avenue Redevelopment Area. The Wabash Avenue Redevelopment Area does not cause a conflict with the City of Linwood and does not change the existing zoning and land development patterns between Northfield and Linwood.

County Master Plan

This Redevelopment Plan is consistent with the Atlantic County Master Plan in that it advances the following Goals and Objectives of the 2018 County Master Plan:

- Promote quality growth and development in areas where capital facilities are available.
- Support efforts to revitalize neighborhoods and rehabilitate older housing stock.
- Promote a mix of housing types to support the demands of a changing population.

The Redevelopment Plan provides for new housing opportunities on vacant land where existing infrastructure is available. The residential development will improve and enhance the existing neighborhood and promote a mix of housing types to an area where new housing is expected, planned and promoted.

New Jersey State Plan

The State Development and Redevelopment Plan ("SDRP") adopted on December 17, 2025 is a state-level guidance document that provides a vision for the future with the intent to preserve and enhance the quality of life for all residents on New Jersey. The SDRP was initially released in 2001 and was recently updated and readopted in December of 2025. The purpose of the State Plan is to coordinate planning activities and establish Statewide planning objectives in the following areas: land use, housing, economic development, transportation, natural resource conservation, agriculture and farmland retention, recreation, urban and suburban redevelopment, historic preservation, public facilities and services, and intergovernmental coordination.

The State Plan Policy Map has two major components: Planning Areas, which identify the unique natural and built infrastructure in specific areas across New Jersey; and Centers

and Environs, which identify the scale, location and design of livable communities and natural landscapes. For each component, the State Plan recognizes that New Jersey requires different approaches in its Metropolitan, Suburban, Fringe, Rural, and Environmentally Sensitive Planning Areas.

The identified properties are located within PA1: Metropolitan Planning Area. Metropolitan Planning Areas include a variety of communities that have major ties to metropolitan centers (Philadelphia/Camden/ Trenton). These communities have infrastructure to support development. They generally have a need to rehabilitate existing housing in the community. There is a recognition that redevelopment will be the predominant form of growth in these communities which will provide for an affordable choice of housing in proximity to Philadelphia. The intent of the PA1 is:

- Provide for much of the state's future growth in compact development and redevelopment;
- Revitalize cities, towns and neighborhoods, and in particular overburdened neighborhoods;
- Address existing legacy issues such as air pollution, urban heat islands, lead contamination, Brownfields, urban highways, and combined sewer systems;
- Prevent displacement and gentrification;
- Promote growth that occurs in Centers, other appropriate areas that are pedestrian friendly, and in compact transit-oriented forms;
- Rebalance urbanization with natural systems;
- Promote increased biodiversity and habitat restoration;
- Stabilize and enhance older inner ring suburbs;
- Redesign and revitalize auto oriented areas; and
- Protect and enhance the character of existing stable communities.

The adoption of this Redevelopment Plan would be consistent with the Goals and Objectives and Planning Areas of the New Jersey State Plan.

REVISIONS

DATE	BY	LIC. No.	COMMENTS

TAX MAP

CITY OF NORTHFIELD

ATLANTIC COUNTY — NEW JERSEY

SCALE: 1" =100' — JANUARY 2009

MATTHEW F. DORAN P.E., P.L.S.
PROFESSIONAL ENGINEER & LAND SURVEYOR
NEW JERSEY LICENSE NO. 29273
840 NORTH MAIN STREET
PLEASANTVILLE NEW JERSEY, 08232

TO SHOW CONDITIONS OF JANUARY 1, 2009

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF TAXATION
PROPERTY ADMINISTRATION
APPROVED AS A TAX MAP PURSUANT TO THE AUTHORITY OF N.J.S.A. 54:1-15 & 54:50-1
FOR THE DIRECTOR, DIVISION OF TAXATION

C.T.A.

THOMAS J. REILLY, CHIEF, LOCAL PROPERTY, FIELD ASSISTANCE

C.T.A.

DANTO C. DIDONATO, SUPERVISING FIELD REPRESENTATIVE

DATE: FEB 19 2010 SERIAL NO. 947

THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D)

EXHIBIT I
Wabash Avenue Redevelopment Area
City of Nortfield
Edited Tax Map
Prepared By: Tiffany A. Cuviello, PP, LLC
February 20, 2026

WABASH AVENUE REDEVELOPMENT AREA

SHEET 8 — SHEET 15 — SHEET 20 — SHEET 19 — SHEET 13

1 SITE PLAN

SCALE: 1" = 30'

Stephen Siller Tunnel to Towers Foundation
TUNNEL2TOWERS.ORG

MARCO GIARDINA ARCHITECTURE
MARCO GIARDINA ARCHITECTURE PLLC.
120 BROADWAY, NEW YORK, NY 10271
www.mgiardina.com | TEL: 347.941.3200

DIXON ASSOCIATES ENGINEERING, LLC
913 E. JIMMIE LEEDS ROAD
SUITE 1
GALLOWAY, NJ 08205
(609) 652-7171
FAX (609) 652-2511
WWW.DIXONASSOCIATES.COM

Environmental Planning
Site & Urban Planning
Su Stainable Design
Resort Theming
J. Adamson and associates, LLC
5009 English Creek Ave., Egg Harbor Township, NJ 08234
(P) 609.432.0894 (E) jadamson@adamsonland.com

NO.	DATE	ISSUE/REVISION
1	10/21/25	ISSUED FOR REVIEW
1	10/21/25	

PROJECT
WABASH AVENUE
ATLANTIC COUNTY, NEW JERSEY
TUNNEL TO TOWERS
VETERAN VILLAGE

DRAWING TITLE
CONCEPT SITE PLAN

PROJECT NO. : 24-024	DATE : 11/6/2025	SCALE : AS NOTED
DRAWN BY : RB/AL/VT/sb	CHECKED BY : MG	U.S.F. : N/A

DOB #:

FLOOR

DRAWING NO.
T-002.00

©2025 MARCO GIARDINA ARCHITECTURE, PLLC.

TUNNEL TO TOWERS

WABASH AVE, NEW JERSEY

MARCO GIARDINA
ARCHITECTURE

WABASH AVE, NJ | TUNNEL TO TOWERS
PRELIMINARY DESIGN

Tunnel to Towers Foundation
T2T.ORG

MARCO GIARDINA
ARCHITECTURE

WABASH AVE, NJ | TUNNEL TO TOWERS
PRELIMINARY RENDERING

Tunnel to Towers Foundation
T2T.ORG

MARCO GIARDINA
ARCHITECTURE

WABASH AVE, NJ | TUNNEL TO TOWERS
PRELIMINARY RENDERING | COMFORT HOMES

Tunnel to Towers Foundation
T2T.ORG

APARTMENTS

T2T
FACILITIES

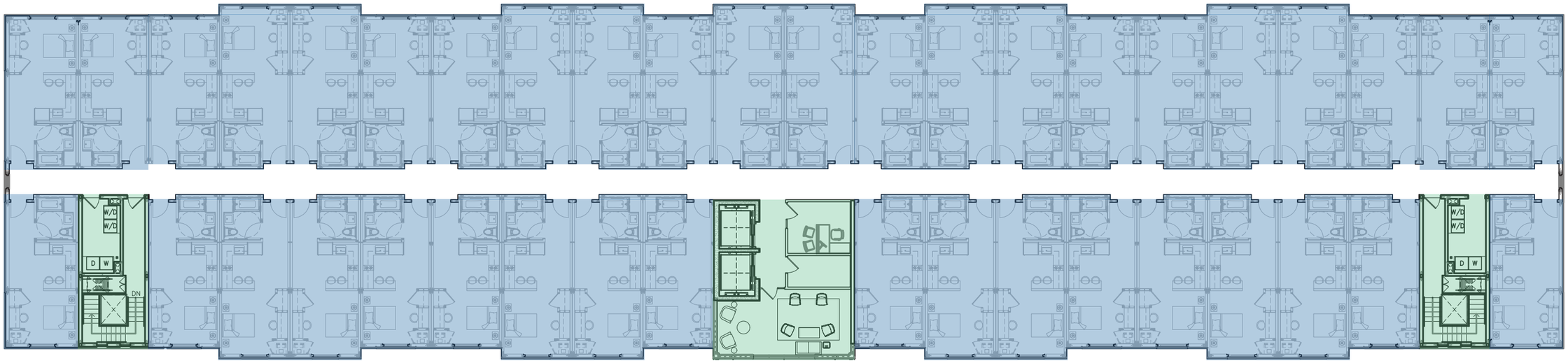
MARCO GIARDINA
ARCHITECTURE

WABASH AVE, NJ | TUNNEL TO TOWERS
PRELIMINARY FLOOR PLAN | GROUND FLOOR

Tunnel to Towers Foundation
T2T.ORG

APARTMENTS

T2T FACILITIES



MARCO GIARDINA
ARCHITECTURE

WABASH AVE, NJ | TUNNEL TO TOWERS
PRELIMINARY FLOOR PLAN | FLOORS 2-3

Tunnel to Towers Foundation
T2T.ORG