

Borough of Glassboro Planning Board



Housing Element of The Municipal Master Plan

52:27D-310

Approved March 6, 2018

Borough of Glassboro Planning Board



Prepared by
Alaimo Group

Glassboro Borough

Housing Element of the Municipal Master Plan

Adopted March 6, 2018
Planning Board Resolution _____

Endorsed by the Governing Body on _____, 2018
Municipal Resolution _____

Prepared in accordance with
N.J.S.A. 40:55D-28.b.(3) M.L.U.L.
& *N.J.S.A. 52:27D-310. F.H.A.*

Municipality: Glassboro Borough
County: Gloucester

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Master Plan original signed and sealed in accordance with N.J.A.C. 13:41 – 1.3
and on file with Borough of Glassboro

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Housing Element

A. Goal and Objectives

Glassboro's Master Plan Housing goal of maintaining the viability of the established residential areas while rehabilitating and redeveloping targeted areas within the Borough will be achieved through meeting a series of housing objectives:

- Maintain existing neighborhoods as safe, attractive, healthful and stable residential areas with ample provisions for recreation and open space.
- Minimize conflict between the varying land uses while recognizing the need for and benefits of mixed-use compatibility, and the preservation of agricultural uses and open space.
- Enforce fair and just housing code requirements to assure stable property values and aesthetics while protecting the health, safety, morals and general welfare of Glassboro residents.
- Encourage the development of age restricted, affordable, and student housing in appropriate locations to meet the needs of the Borough's unique housing needs.
- Diversify housing opportunities through new, imaginative and innovative residential formats that meet the needs of the Borough's changing demographics.

B. Summary: Key Census Data Points Showing Realistic Opportunities for Affordable Housing Presently exist in Glassboro

1. Glassboro's large older housing stock provides greater opportunity for Rehabilitation. Glassboro owner homes build prior 1979: 55%. Renter homes built prior 1979: 75%. (Table 1)
2. Glassboro monitors and assists in its housing stock. Homes having complete plumbing and kitchen; not overcrowded: 98.4%. (Table 2)
3. Median value owner homes: \$208,000. (Table 3)
4. Average asking price for vacant homes: \$175,000-\$199,000. (Table 4)
5. Median Gross Rent (all bedrooms): \$954.00. (Table 6)
6. Estimated monthly housing cost – Renter: \$954.00; Owner: \$1705.00 (Tables 7 and 9)
7. Rental home vacancy: 10.5%. Owner home vacancy: 0.6%. (Table 10)
8. Renter occupied homes: 34%. Owner occupied homes: 66%. (Table 10)
9. Population 2010: 18,753; Forecast 2025: 21,721. (Table 12 and Section 3)
10. Median Age Male: 24.6. Median Age Female: 29.6. Median Age Overall: 26.9. (Table 12)
11. Residents with a disability: 10.9%. (Table 13)
12. Residents below poverty level: 17.4%. (Table 15)
13. Residents with public assistance or food stamps / SNAP – 30%. (Table 16)
14. Median Household Income Renter occupied: \$21,189; Owner occupied: \$88,059. (Table 17)
15. Glassboro per capita income: \$23,972. Gloucester County per capita income: \$32,600. New Jersey per capita income: \$36,027. (Table 18)
16. **Fifty Two (52) percent of Glassboro households have housing costs below 30% of household income. Over half of Glassboro's Housing stock is considered affordable (Housing costs less than 30% of Household Income) in accordance with U.S. Department of HUD. (Table 19)**

1. Municipal Housing Stock Inventory

a. Age – Year Built

1. Year Structure Built by Tenure

Year Built	Estimated Occupied Units by Tenure	
	Owner	Renter
Built 2010 or later	28	0
Built 2000 to 2009	324	83
Built 1990 to 1999	882	89
Built 1980 to 1989	517	315
Built 1970 to 1979	311	525
Built 1960 to 1969	498	326
Built 1950 to 1959	711	189
Built 1940 to 1949	195	250
Built 1939 or earlier	365	178
Sub Total	3,831	1,955
Total	5,786	

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; B25036

b. Condition

2. Estimated Housing Quality for Municipality

Condition	Glassboro Boro.	
	Units	Est. %
Overcrowding*	82	1.4%
Lacking complete Plumbing **	0	0.0%
Lacking complete Kitchen **	9	0.2%
No Telephone Service Available	112	1.9%

*More than 1.01 occupants per room

** All Housing Units

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; DP04

c. Value – Purchase or Rental

3. Estimated Value Owner Occupied Housing Units by Mortgage Status

Estimated Value \$	Total Owner Occupied Units	With a Mortgage	Not Mortgaged
Less than \$50,000	133	91	42
\$50,000-\$99,999	114	68	46
\$100,000-\$149,999	326	235	91
\$150,000-\$199,999	1,183	912	271
\$200,000-\$299,999	1,616	1,291	325
\$300,000-\$499,999	421	342	79
\$500,000 or more	38	33	5
Total Estimated Units	3,831	2,972	859
Median Value Owner Occupied	\$208,000.00		

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; DP04; & B25096

**4. Price asked vacant for sale only
and sold, not occupied housing units**

Value \$	Number of Units
Less than \$10,000	0
\$10,000 to \$14,999	0
\$15,000 to \$19,999	0
\$20,000 to \$24,999	0
\$25,000 to \$29,999	0
\$30,000 to \$34,999	0
\$35,000 to \$39,999	0
\$40,000 to \$49,999	0
\$50,000 to \$59,999	0
\$60,000 to \$69,999	0
\$70,000 to \$79,999	0
\$80,000 to \$89,999	0
\$90,000 to \$99,999	0
\$100,000 to \$124,999	0
\$125,000 to \$149,999	0
\$150,000 to \$174,999	0
\$175,000 to \$199,999	23
\$200,000 to \$249,999	0
\$250,000 to \$299,999	0
\$300,000 to \$399,999	0
\$400,000 to \$499,999	0
\$500,000 to \$749,999	0
\$750,000 to \$999,999	0
\$1,000,000 or more	0
Total Units	23

Source: U.S. Census Bureau; 2009-2013
American Community Survey 5Yr Estimates B25085

**5. Estimated Gross Rents for Specified
Renter-Occupied Housing Units**

Monthly Rent \$	No. of Units	%
Less than \$200	47	2.5%
\$200-\$299	129	6.9%
\$300-\$499	205	10.9%
\$500-\$749	135	7.2%
\$750-\$999	537	28.7%
\$1000-\$1499	386	20.6%
\$1500 or more	435	23.2%
Occupied Units paying rent	1,874	x
<i>No rent paid</i>	81	na
Median Gross Rent	\$954.00	

Source: U.S. Census Bureau; 2009-2013 American
Community Survey 5Yr Estimates; DP04; S2503; & B25061

**6. Rent asked for vacant
housing units**

Monthly Rent \$	Estimate
Less than \$100	0
\$100 to \$149	0
\$150 to \$199	0
\$200 to \$249	0
\$250 to \$299	0
\$300 to \$349	0
\$350 to \$399	0
\$400 to \$449	0
\$450 to \$499	0
\$500 to \$549	0
\$550 to \$599	0
\$600 to \$649	0
\$650 to \$699	0
\$700 to \$749	0
\$750 to \$799	0
\$800 to \$899	146
\$900 to \$999	0
\$1,000 to \$1,249	70
\$1,250 to \$1,499	0
\$1,500 to \$1,999	29
\$2,000 or more	0
Total	245

Source: U.S. Census Bureau; 2009-2013
American Community Survey 5Yr Estimates;
DP04; S2503; & B25061

7. Estimated Monthly Housing Costs \$

Monthly Housing Costs	Occupied Housing Units	Owner Occupied	Renter Occupied
Less than \$100	0.2%	0.0%	0.5%
\$100-\$199	0.6%	0.0%	1.9%
\$200-\$299	2.9%	1.1%	6.6%
\$300-\$399	3.3%	0.4%	9.0%
\$400-\$499	1.1%	0.9%	1.5%
\$500-\$599	2.7%	2.6%	2.9%
\$600-\$699	3.2%	3.0%	3.5%
\$700-\$799	3.5%	4.2%	2.0%
\$800-\$899	7.0%	4.0%	13.0%
\$900-\$999	7.1%	4.0%	13.0%
\$1,000-\$1,499	19.9%	20.0%	19.7%
\$1,500-\$1,999	21.5%	25.3%	14.0%
\$2,000 or more	25.7%	34.6%	8.3%
No cash rent	1.4%	x	4.1%
Median (\$)	\$1,452.00	\$1,705.00	\$954.00

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; DP04; S2503; & B25061

d. Occupancy Characteristics

8. Total population in occupied housing units by tenure by year householder moved into unit

Subject	Estimate	
	Owner	Renter
Moved in 2010 or later	409	1,972
Moved in 2000 to 2009	4,752	2,868
Moved in 1990 to 1999	2,868	191
Moved in 1980 to 1989	1,224	94
Moved in 1970 to 1979	914	65
Moved in 1969 or earlier	732	11
Sub Total	10,899	5,201
Total population in occupied housing units	16,100	

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; B25026

9. Estimated Bedrooms by Estimated Gross Rent

Monthly Rent \$	0 bedroom	1 bedroom	2 bedroom	3 or more bedrooms
With Cash Rent	28	588	687	571
Less than \$200	0	0	47	0
\$200-\$299	0	129	0	0
\$300-\$499	0	64	141	0
\$500-\$749	0	60	50	25
\$750-\$999	28	239	123	147
\$1,000 or more	0	96	326	399
<i>No cash rent</i>	16	10	32	23
Total	44	598	719	594

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; B25068

10. Housing Occupancy and Vacancy Rates

Housing Occupancy	Borough of Glassboro
Total Housing Units	
Occupied Housing Units	5,786
Vacant Housing Units	585
Owner Occupied	3,831
Renter Occupied	1,955
Homeowner Vacancy Rate	0.6%
Rental Vacancy Rate	10.5%

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; DP04

e. **Type**

11. Units in Structure by Tenure

Units in Structure	Estimated Units in Structure by Tenure		Estimated Total Occupied Units
	Owner	Renter	
1, detached	3,286	430	3,716
1, attached	429	271	700
2	56	178	234
3 or 4	0	135	135
5 to 9	24	316	340
10 to 19	0	333	333
20 to 49	0	172	172
50 or more	0	120	120
Mobile home	36	0	36
Boat, RV, van, etc.	0	0	0
Sub Total	3,831	1,955	5,786
Total	5,786		

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates B25032

2. Projection of Municipal Housing Stock:

- a. 10 year projection of low/moderate income housing based on construction permits issued, approvals, and residential development potential.

<u>Year</u>	<u>Housing Unit Authorized by Building Permits</u>	
2016	69	
2015	343	(252 affordable MF)
2014	68	
2013	66	
2012	64	
2011	67	
2010	99	
2009	23	
2008	37	
2007	69	
2006	76	
<u>2005</u>	<u>64</u>	
	633	Total Ten (10) Years (2005-2014)
	64	Ten (10) Year Mean

Source: NJ DCA, Building Permits: Yearly Summary Data

http://www.state.nj.us/dca/divisions/codes/reporter/building_permits.html#1

Glassboro's Master Plan policy states that residential development should be first encouraged within or adjacent to existing neighborhoods, thus making efficient use of existing infrastructure. Borough policy dictates that residential development be restricted where natural resources could impact public health, safety and welfare. Future residential development should also be compatible with existing development. Residential intensity should be considered in light of location, existing intensities, neighborhood character and use of the land.

3. Municipal Demographic Characteristics:

a. Population trends

Glassboro Borough Population & Forecasts, DVRPC 2012 Population Forecast 2040

1990 Population:	15,614
2000 Population:	18,970
2010 Population:	18,579
2015 Forecast:	18,877
2020 Forecast:	19,725
2025 Forecast:	21,721
2030 Forecast:	23,716
2035 Forecast:	24,564
2040 Forecast:	24,862

2000-2025 Change: 2,751; Percent Change: 15%

2010-2040 Change: 6,283; Percent Change: 33.8%

2000-2025 Approximate Round 3 Planning Period. According to the DVRPC forecast 2015-2025 the Borough would increase its population from 18,877 residents to 21,721 (2,834 resident increase). According to the U.S. Census 2009-2013 ACS the average household size in the Borough for owner occupied units is 2.84 and 2.66 for renter occupied units, therefore, if the forecast were accurate, approximately 1,030 new dwelling units would be needed to accommodate the forecast growth. It should be noted that the 2009-2013 ACS estimated the Borough to have a rental vacancy rate of 10.5% and of the total 6,371 housing units in the Borough 585 were estimated to be vacant. **Note also that the 2014 ACS estimated approximately 8,000 vacant rental units and 4,000 vacant for sale units within COAH Region 5.**

Gloucester County, Population Forecasts, DVRPC 2012 Population Forecast 2040

2000 Population:	255,719
2010 Population:	288,288
2015 Forecast:	292,453
2020 Forecast:	304,310
2025 Forecast:	332,203
2030 Forecast:	360,096
2035 Forecast:	371,953
2040 Forecast:	376,118

2000-2025 Change: 76,484; Percent Change: 30%

2010-2040 Change: 87,830; Percent Change: 30.5%

Source:

Delaware Regional Planning Commission (DVRPC), the designated Metropolitan Planning Organization (MPO) for the Borough.

<http://www.dvrpc.org/webmaps/Popforecast/index.htm>

About DVRPC Population Forecasts

Data provided is derived from DVRPC 2040 Municipal-Level Population Forecasts in Five-Year Increments, adopted January 26, 2012

Population forecasts are an essential component of long-range transportation and land use planning. DVRPC last adopted population forecasts (through the year 2035) in July 2007. Since that time, the results of the 2010 Census have been released and the nation is experiencing ongoing economic challenges. Working closely with its member county planning staffs, DVRPC prepared regional, county and municipal-level population forecasts in five-year increments through 2040, using 2010 Census data as the base.

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Although the projections contained within the DVRPC Analytical Data Report # 18-A: Regional, County, and Municipal Population Forecasts, 2010-2040 (Publication No.: ADR018-A Date Published: 10/2013) are less than two years old at this time, based upon the 2014 Annual Census estimates it can be concluded that the Municipality and County will experience less population growth than is cumulatively projected by the DVRPC within the coming years.

It is important to note that local municipal zoning, rehabilitation and redevelopment efforts which are enabled under the Municipal Land Use Law (MLUL) and Local Redevelopment and Housing Law (LRHL) can have a significant impact on population and employment at the local level. Municipal zoning and redevelopment efforts play a major role in population and employment growth opportunities. The MLUL (Master Plan and Ordinance process) and LRHL (Rehabilitation and Redevelopment) provide the necessary planning tools to enable municipal lead growth, preserve where appropriate, and balanced land use techniques to be implemented in both reactionary and proactive means; thereby facilitating the realization of both short term and long term municipal goals. The Township assumes that New Jersey will continue to be a "Home Rule State" where the local governing body directs and controls land use.

Burlington County, Camden County, Gloucester County Region 5
 Source: U.S. Census Bureau; 2010 U.S. Census DP-1; 2014 American Community Survey 1-Year Estimates; & DVRPC
 Forecasts

REGION 5				
POPULATION	TOTAL	COUNTY		
		Burlington	Camden	Gloucester
2010 U.S. Census (Actual)	1,250,679	448,734	513,657	288,288
2014 ACS (Estimate)	1,251,711	449,722	511,038	290,951
<i>2010 to 2014 difference, Estimate</i>	<i>1,032</i>	<i>988</i>	<i>-2,619</i>	<i>2,663</i>
2025 DVRPC Forecast (2012)	1,324,916	471,733	520,980	332,203
<i>2014 to 2025 change, Estimate</i>	<i>73,205</i>	<i>22,011</i>	<i>9,942</i>	<i>41,252</i>

b. Age Characteristics

12. Population by Age & Sex

Age	Estimate		
	Total Persons	Male	Female
Under 5 years	1,018	602	416
5 to 9 years	1,260	657	603
10 to 14 years	888	480	408
15 to 17 years	589	323	266
18 and 19 years	1,889	1,051	838
20 years	1,262	681	581
21 years	858	344	514
22 to 24 years	1,148	512	636
25 to 29 years	1,029	460	569
30 to 34 years	894	416	478
35 to 39 years	851	378	473
40 to 44 years	1,107	577	530
45 to 49 years	1,083	450	633
50 to 54 years	1,423	613	810
55 to 59 years	797	416	381
60 and 61 years	291	101	190
62 to 64 years	463	223	240
65 and 66 years	313	142	171
67 to 69 years	366	177	189
70 to 74 years	328	162	166
75 to 79 years	413	198	215
80 to 84 years	266	109	157
85 years and over	217	88	129
Total	18,753	9,160	9,593
Median Age	26.9	24.6	29.6

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; B01001 & B01002

c. Household size and type

13. Disability Characteristics

Subject	Total	With a disability	Percent with a disability
Total civilian noninstitutionalized population	18,673	2,033	10.9%

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; S1810

14. Household Size and Type

Subject	Estimate	
	Family Households	Non Family Households
1-person household	0	1,142
2-person household	1,600	416
3-person household	947	107
4-person household	741	71
5-person household	455	32
6-person household	189	0
7-person household	86	0
Sub Total	4,018	1,768
Total	5,786	

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; B11016

d. Income level

15. Estimated Poverty Status in Past 12 Months

Subject	Glassboro Boro		
	Estimate		
	Total	Below Poverty Level	Percent Below Poverty Level
Population for whom poverty status is determined	16,227	2,828	17.4%
Under 18 years	3,663	621	17.0%
18 to 64 years	10,661	2,133	20.0%
65 years and over	1,903	74	3.9%

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates S1701

16. Public Assistance Income or Food Stamps/SNAP in the Past 12 Months for Households

	Estimate
Total	5,786
With Cash Public Assistance or Food Stamps/SNAP	783
NO Cash Public Assistance or Food Stamps/SNAP	5,003

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates B19058

17. Financial Characteristics

Household Income in the Past 12 Months (In 2013 inflation-adjusted dollars)	Estimate		
	Occupied Housing Units	Owner Occupied	Renter Occupied
Less than \$5,000	3.8%	0.3%	10.7%
\$5,000 to \$9,999	2.6%	0.0%	7.8%
\$10,000 to \$14,999	5.0%	2.3%	10.4%
\$15,000 to \$19,999	6.2%	0.6%	17.1%
\$20,000 to \$24,999	5.5%	3.6%	9.1%
\$25,000 to \$34,999	9.7%	5.9%	17.2%
\$35,000 to \$49,999	6.9%	7.0%	6.8%
\$50,000 to \$74,999	17.6%	20.9%	11.2%
\$75,000 to \$99,999	14.0%	20.2%	1.9%
\$100,000 to \$149,999	18.9%	24.8%	7.4%
\$150,000 or more	9.6%	14.4%	0.4%
Total Estimated Units	5,786	3,831	1,955
Median Household Income	\$62,158.00	\$88,059.00	\$21,189.00

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; S2503 & B19301

18. Financial Characteristics

	Glassboro Borough	Gloucester County	New Jersey
Estimated Per capita income in the past 12 months (in 2013 inflation-adjusted dollars)	\$23,972.00	\$32,600.00	\$36,027.00

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; S2503 & B19301

19. Glassboro Borough: Estimated Housing Costs as a Percentage of Household Income in the past 12 Months

Household Income	Housing Cost as a Percentage of Household Income in the past 12 Months					
	less than 20%		20-29%		30% or more	
	Owner Occupied	Renter Occupied	Owner Occupied	Renter Occupied	Owner Occupied	Renter Occupied
Less than \$20,000	0	53	0	80	116	644
\$20,000 to \$34,999	0	47	11	43	352	397
\$35,000 to \$49,999	37	0	90	53	140	70
\$50,000 to \$74,999	227	106	77	38	498	72
More than \$75,000	1,152	130	799	59	324	0
Sub Total	1,416	336	977	273	1,430	1,183
Total	1,752		1,250		2,613	
Owner Zero or Negative Income	8					
Renter Zero or Negative Income	82					
No cash Rent	81					
Total Owner Occupied Units	3,831					
Total Renter Occupied Units	1,955					

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; B25106

Gloucester County Region 5

Source: U.S. Census Bureau; 2011-2013 American Community Survey 3Yr Estimates; B25106

20. Estimated Housing Costs as a Percentage of Household Income in the past 12 Months

Household Income	Housing Cost as a Percentage of Household Income in the past 12 Months					
	less than 20%		20-29%		30% or more	
	Owner Occupied	Renter Occupied	Owner Occupied	Renter Occupied	Owner Occupied	Renter Occupied
Less than \$20,000	80	0	191	505	4,338	6,033
\$20,000 to \$34,999	535	357	1,438	502	3,883	3,368
\$35,000 to \$49,999	1,364	22	1,973	1,231	4,100	1,904
\$50,000 to \$74,999	3,761	1,050	3,354	1,398	5,281	1,007
More than \$75,000	29,960	3,371	14,481	756	6,173	207
Sub Total	35,700	4,800	21,437	4,392	23,775	12,519
Total	40,500		25,829		36,294	
Owner Zero or Negative Income	502					
Renter Zero or Negative Income	222					
No cash Rent	958					
Total Owner Occupied Units	81,414					
Total Renter Occupied Units	22,891					
Total Estimated Occupied Housing Units	104,305					

Burlington County Region 5 (Comparison to Gloucester County)

Source: U.S. Census Bureau; 2014 American Community Survey 1 Yr Estimates; B25106

21. Estimated Housing Costs as a Percentage of Household Income in the past 12 Months

Household Income	Housing Cost as a Percentage of Household Income in the past 12 Months					
	less than 20%		20-29%		30% or more	
	Owner Occupied	<i>Renter Occupied</i>	Owner Occupied	<i>Renter Occupied</i>	Owner Occupied	<i>Renter Occupied</i>
Less than \$20,000	164	440	189	150	7,145	6,761
\$20,000 to \$34,999	628	0	1,979	687	8,802	6,058
\$35,000 to \$49,999	1,523	205	2,051	933	7,313	3,631
\$50,000 to \$74,999	5,423	1,661	5,592	3,485	6,429	3,294
More than \$75,000	46,843	8,152	22,120	2,301	8,242	849
Sub Total	54,581	10,458	31,931	7,556	37,931	20,593
Total	65,039		39,487		58,524	
Owner Zero or Negative Income	380					
<i>Renter Zero or Negative Income</i>	198					
<i>No cash Rent</i>	1,796					
Total Owner Occupied Units	124,823					
<i>Total Renter Occupied Units</i>	40,601					
<i>Total Estimated Occupied Housing Units</i>	165,424					

Camden County Region 5 (Comparison to Gloucester County)

Source: U.S. Census Bureau; 2011-2013 American Community Survey 3Yr Estimates; B25106

22. Estimated Housing Costs as a Percentage of Household Income in the past 12 Months

Household Income	Housing Cost as a Percentage of Household Income in the past 12 Months					
	less than 20%		20-29%		30% or more	
	Owner Occupied	Renter Occupied	Owner Occupied	Renter Occupied	Owner Occupied	Renter Occupied
Less than \$20,000	33	277	375	1,921	9,705	15,178
\$20,000 to \$34,999	1,274	355	1,867	1,416	8,385	10,769
\$35,000 to \$49,999	2,142	1,231	4,046	3,917	6,826	3,128
\$50,000 to \$74,999	5,817	2,797	7,216	5,091	8,333	2,266
More than \$75,000	42,673	7,677	17,837	2,080	7,367	580
Sub Total	51,939	12,337	31,341	14,425	40,616	31,921
Total	64,276		45,766		72,537	
Owner Zero or Negative Income			2,013			
Renter Zero or Negative Income			1,643			
No cash Rent			1,829			
Total Owner Occupied Units			125,909			
Total Renter Occupied Units			62,155			
Total Estimated Occupied Housing Units			188,064			

**23. Estimated Gross Rent as a Percentage
of Household Income (GRAPI)**

Occupied Units paying rent (excluding where GRAPI cannot be computed)	Borough of Glassboro	
	Units	Est. %
Less than 15.0 percent	227	12.7%
15.0 to 19.9 percent	109	6.1%
20.0 to 24.9 percent	124	6.9%
25.0 to 29.9 percent	149	8.3%
30.0 to 34.9 percent	167	9.3%
35.0 percent or more	1,016	56.7%
Not Computed	163	x
Median Gross Rent in Dollars	\$954.00	x

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; DP04

**24. Estimated Monthly Owner Costs as a
Percentage of Household Income (SMOCAPI)**

Housing Units with a Mortgage (excluding where SMOCAPI cannot be computed)	Borough of Glassboro	
	Units	Est. %
Less than 20.0 percent	873	29.5%
20.0 to 24.9 percent	577	19.5%
25.0 to 29.9 percent	275	9.3%
30.0 to 34.9 percent	465	15.7%
35.0 percent or more	774	26.1%
Not Computed	8	x
Select Monthly Housing Costs (with Mortgage) Median	\$1,921.00	x

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; DP04

25. Median Earnings in the past 12 months (in 2013 inflation adjusted dollars) by means of Transportation to work

Transportation to Work	Estimate Median Earnings
Car, truck or van - drove alone	\$40,060.00
Car, truck or van - carpooled	\$31,313.00
Public transportation (excluding taxicab)	\$ 6,860.00
Walked	\$ 9,099.00
Taxicab, motorcycle, bicycle, or other means	\$15,089.00
Worked at home	\$ 6,414.00
Total	\$31,081.00

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; B08121

26. Group Quarters Population & Type of Group Quarters

Group quarters population	2,184
Institutionalized population	31
Correctional facilities for adults	0
Juvenile facilities	15
Nursing facilities/Skilled-nursing facilities	16
Other institutional facilities	0
Noninstitutionalized population	2,153
College/University student housing	2,001
Military quarters	0
Other noninstitutional facilities	152

Source: U.S. Census Bureau; 2010 Census Summary File 1; QT-P13

4. Municipal Employment: Glassboro

a. Current

27. Industry by Occupation for the Civilian Population 16 Years and Over

Subject	Total	Management, business, science, & arts occupations	Service occupations	Sales & office occupations	Natural resources, construction, & maintenance occupations	Production, transportation, & material moving occupations
	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
Agriculture, forestry, fishing and hunting, and mining	6	0	0	0	6	0
Construction	343	38	0	56	242	7
Manufacturing	708	147	13	80	118	350
Wholesale trade	197	33	10	137	0	17
Retail trade	1135	84	47	882	23	99
Transportation and warehousing, and utilities	637	100	48	170	88	231
Information	142	61	0	81	0	0
Finance and insurance, and real estate and rental and leasing	515	245	40	217	0	13
Professional, scientific, and management, and administrative and waste management services	608	296	99	203	10	0
Educational services, and health care and social assistance	2733	1,609	524	406	44	150
Arts, entertainment, and recreation, and accommodation and food services	794	155	482	91	12	54
Other services, except public administration	354	106	83	45	71	49
Public administration	313	111	101	83	14	4
Total	8,485	2,985	1,447	2,451	628	974

Source: U.S. Census Bureau; 2009-2013 American Community Survey 5Yr Estimates; C24050

28. Municipal Employment: Glassboro

Subject	2005-2009 ACS Estimates			2006-2010 ACS Estimates			2007-2011 ACS Estimates		
	Total	In Labor Force %	Unemployment Rate %	Total	In Labor Force %	Unemployment Rate %	Total	In Labor Force %	Unemployment Rate %
Population 16 years & Over	16,099	63.3%	6.8%	15,544	62.3%	6.9%	15,645	60.3%	9.0%
AGE									
16 to 19 years	2,585	30.0%	14.0%	2,659	28.5%	18.1%	2,323	29.1%	17.8%
20 to 24 years	2,976	69.7%	7.3%	2,825	72.1%	5.8%	3,409	58.0%	9.9%
25 to 44 years	4,625	81.4%	4.0%	4,057	82.8%	5.6%	3,890	81.0%	8.8%
45 to 54 years	2,258	89.6%	6.1%	2,357	88.4%	4.1%	2,475	87.2%	3.7%
55 to 64 years	1,791	71.0%	11.2%	1,584	72.9%	9.4%	1,541	71.1%	9.7%
65 to 74 years	914	26.7%	5.3%	965	25.9%	12.0%	981	29.8%	18.8%
75 years and over	950	3.9%	21.6%	1,097	3.6%	0.0%	1,026	7.7%	20.3%

Subject	2012 ACS Estimates			2013 ACS Estimates		
	Total	In Labor Force %	Unemployed Rate %	Total	In Labor Force %	Unemployed Rate %
Population 16 years & Over	15,450	60.3%	9.2%	15,444	61.9%	10.5%
AGE						
16 to 19 years	2,417	30.9%	10.3%	2,335	34.5%	11.8%
20 to 24 years	3,501	57.1%	11.6%	3,268	58.2%	13.5%
25 to 44 years	3,651	80.8%	11.0%	3,881	82.3%	14.7%
45 to 54 years	2,499	86.7%	2.9%	2,506	83.5%	3.5%
55 to 64 years	1,483	69.0%	9.6%	1,551	68.5%	4.2%
65 to 74 years	924	38.6%	13.2%	1,007	41.6%	12.2%
75 years and over	975	7.8%	18.4%	896	9.0%	17.3%

Source: U.S. Census Bureau; 2005-2009; 2006-2010; 2007-2011; 2008-2012; & 2009-2013 American Community Survey 5Yr Estimates; S2301

b. Employment outlook

Glassboro is focusing on increasing employment and development opportunities in non-residential zones throughout the municipality, especially within the award winning Central Business District (CBD) Redevelopment Area. The Borough is implementing the 2004 Master Plan and subsequent Master Plan Reexaminations, and the CBD Redevelopment Planning documents in a cohesive effort to stimulate investment and job growth.

5. Consideration of the lands most appropriate for construction of low and moderate income housing; of existing structures most appropriate for conversion 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.

Over the past four decades Glassboro Borough has worked diligently to rehabilitate and upgrade the existing housing stock. The Borough has embraced the challenge to be removed from Urban Aid listing. Through long range strategic land use planning, rehabilitation, award winning redevelopment, and thoughtful economic development strategies, the Borough has made significant strides in rebuilding the Central Business District, and apartment complexes. Glassboro's Urban Aid designation past and present, including 2018, continues to maintain a new construction affordable housing obligation of zero (0).

On 07/27/05 the Council on Affordable Housing approved a one hundred and seventeen (117) unit Regional Contribution Agreement (RCA *N.J.A.C. 5:97-7*) between the Township of Medford (Sending municipality *N.J.A.C. 5:97-1.4*) and Glassboro (Receiving municipality). As the receiving municipality, Glassboro is implementing an extensive 117-unit scattered site rehabilitation program throughout the Borough.

Over the past ten-to-fifteen years, the Borough worked with affordable housing providers to convert and significantly rehabilitate units in two apartment complexes known as Bentley Woods and Holly Bush. These two projects are completed (see completed affordable housing table). Residential standards are maintained current in the Municipal Land Use and Zoning Codes.

Glassboro has achieved a fully executed court approved Settlement Agreement (March 28, 2017), the implementation of which satisfies the Borough's obligation under the Mount Laurel Doctrine and Fair Housing Act.

No other lands or structures are being considered for affordable housing production at this time. Proposals for construction and improvement of market rate housing are subject to review and approval by the Planning Board.

BOROUGH OF GLASSBORO
Executed Settlement Agreement
Affordable Housing Summary
(Exhibit A)

Affordable Housing	Monitored, Approved or Proposed	Block/Lot	Number of Affordable Units	Units / Bedrooms		Max & Min Requirements			Affordable Housing Credit with 25% Bonus Cap ²
				Units	Bedrooms	Number Rental	Number Family	Number Disabled	
Whitney/Crescent, Bentley Woods Apts. ¹	Monitored	151 / 4 & 5	80	N/A		80	80	0	100
Holly Bush I & II	Monitored	31.03 / 31 and 31 / 3.05	252	N/A		252	252	0	315
Delsea Manor Senior/Disabled	Monitored	409 / 15.01	40	N/A		40	0	40	50
Elsmere East Homeownership	Monitored	139 / 10.01	10	N/A		0	10	0	12
Hodson Manor Disabled Rental Apts.	Monitored	44 / 27	40	N/A		40	0	40	50
Katherine Group Home 408.06/2	Monitored	408.06 / 12	4	4		4	0	4	5
Family Services of Burlington County, NJ	Monitored	408.12 / 9.01	4	4		4	0	4	5
Together	Monitored	409.03 / 2	7	7		7	0	7	9
Devereux Foundation/Potsdan	Monitored	411.13 / 47	5	5		5	0	5	6
Robin's Nest Inc.	Monitored	33 / 26	30	30		30	30	0	37
ARC of Gloucester 1	Monitored	402.01 / 12	4	4		4	0	4	5
ARC of Gloucester 2	Monitored	31.03 / 9.01	6	6		6	0	6	7
Totals			482	482		472	372	110	590²

NOTES AND ASSUMPT	
1	Bentley Woods & Holly Bush are gut rehab/new construction rentals.
2	Rental and Disabled subject to 5:97-3.20(b):25% Bonus Cap (472 x 1.25 = 590)

L:\Projects\C06750024007\Docs\Report\Housing Element.docx

Range of Accounts: T-17-00-000-000 to T-17-56-286-000-025 Budget Year: 2017 As Of: 12/31/17
 Current Period: 01/01/17 to 12/31/17 Skip Zero Activity: Yes
 Note: The 'Orig Auth' for skipped accounts is included in the subtotals and final totals.

Account No Ordinance No.	Description Orig Auth	curr Budgeted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimburs YTD Reimburs Curr	Modified Canceled pd/Chrgd YTD	Balance YTD Unexpended	Used	
T-17-00-000-000 AFFORDABLE HOUSING TRUST - CDH								
		0.00	105,458.43	0.00	0.00	105,458.43	170,264.81	61-
			10,295.09	0.00	75,101.47	0.00	170,264.81	
			10,295.09		75,101.47	64,806.38-		
		0.00	11,535.00	0.00	0.00	11,535.00	11,535.00	0
			0.00	0.00	0.00	0.00	11,535.00	
			0.00	0.00	0.00	0.00		
		0.00	463.88	0.00	0.00	463.88	463.88	0
			0.00	0.00	0.00	0.00	463.88	
			0.00	0.00	0.00	0.00		
Fund Budgeted	0.00	117,457.31	0.00	0.00	117,457.31	182,263.69	55-	
		10,295.09	0.00	75,101.47	0.00	182,263.69		
		10,295.09		75,101.47	64,806.38-			
Fund Non-Budgeted	0.00	0.00	0.00	0.00	0.00	0.00	0	
		0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	
Final Budgeted	0.00	117,457.31	0.00	0.00	117,457.31	182,263.69	55-	
		10,295.09	0.00	75,101.47	0.00	182,263.69		
		10,295.09		75,101.47	64,806.38-			
Final Non-Budgeted	0.00	0.00	0.00	0.00	0.00	0.00	0	
		0.00	0.00	0.00	0.00	0.00	0.00	
		0.00	0.00	0.00	0.00	0.00	0.00	
		10,295.09	0.00	75,101.47	0.00	182,263.69		
		10,295.09		75,101.47	64,806.38-			



—LAW OFFICES—

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April 11, 2017

VIA EMAIL AND REGULAR MAIL

Adam M. Gordon, Esq.
Associate Director and Staff Attorney
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, New Jersey 08002

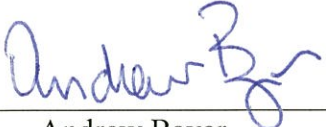
Re: **In the Matter of the Application of the Borough of Glassboro
Docket No. L-935-15
Mt. Laurel Action**

Dear Mr. Gordon:

Attached hereto you will find a fully executed Settlement Agreement in connection with the above-referenced matter. We should contact the court to establish a date for the Fairness Hearing.

Thank you for your courtesies in bringing this matter to a conclusion.

Very truly yours,
GluckWalrath LLP

By: 
Andrew Bayer

AB/plf
cc: Tim Scaffidi, Borough Attorney

R:133-17

AGREEMENT TO RESOLVE ISSUES BETWEEN THE BOROUGH OF GLASSBORO (GLOUCESTER COUNTY) AND THE FAIR SHARE HOUSING CENTER CONCERNING GLASSBORO'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH GLASSBORO SHALL SATISFY SUCH OBLIGATIONS

Re In the Matter of the Application of the Borough of Glassboro, County of Gloucester, Docket No. GLO-935-15

THIS SETTLEMENT AGREEMENT ("Agreement") is made this 28th day of March, 2017, by and between:

BOROUGH OF GLASSBORO, a municipal corporation of the State of New Jersey, County of Gloucester, having an address at Municipal Building, 1 South Main Street, Glassboro, NJ 08028 (hereinafter the "Borough" or "Glassboro");

and

FAIR SHARE HOUSING CENTER, having an address at 510 Park Boulevard, Cherry Hill, New Jersey 08002, (hereinafter "FSHC")(Glassboro and the FSHC shall be collectively referred to herein as the "Parties").

WHEREAS, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"), Glassboro filed the above-captioned action (the "Litigation") on July 8, 2015 seeking, among other things, a judicial declaration that its amended Housing Element and Fair Share Plan (hereinafter, the "Fair Share Plan") satisfies its "fair share" of the regional need for low and moderate income housing pursuant to the Mount Laurel doctrine; and

WHEREAS, Glassboro simultaneously sought and ultimately secured a temporary immunity Order protecting the Borough from all exclusionary zoning lawsuits while it pursued approval of its Fair Share Plan in the Litigation; and

WHEREAS, the FSHC and the Borough appeared for Case Management Conferences and a settlement conference before the Hon. Anne McDonnell, P.J.Ch. on a number of occasions. Through that process, the Borough and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, 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.

WHEREAS, the Supreme Court has recognized that FSHC is an interested party that may participate as a matter of right in all cases filed by municipalities pursuant to the Mount Laurel IV case; and

NOW, THEREFORE, in consideration of the promises and 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

Glassboro and FSHC hereby agree to the following terms, subject to any relevant conditions as set forth in more detail below:

1. FSHC agrees that Glassboro, through the adoption of the Borough's Fair Share Plan approved by the Planning Board on December 1, 2015, as will be modified pursuant to this Agreement, is consistent with the terms and conditions of this Agreement, and the implementation of the Fair Share Plan and this Agreement, satisfies the Borough's obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's 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.
3. **Establishment of Fair Share Obligation.** FSHC and Glassboro hereby agree that Glassboro's affordable housing obligations are as follows:
 - a. Glassboro's Third Round "Present Need" (i.e. Rehabilitation) obligation is 18 units.
 - b. Glassboro's "Prior Round" obligation is zero (pursuant to N.J.A.C. 5:93) since the Borough was a qualifying urban aid municipality during that time period.
 - c. Glassboro's Third Round "Prospective Need" obligation is 352 units. For purposes of this Agreement, the Third Round Prospective Need shall be deemed to include the gap period present need, which is a measure of households formed from 1999-2015 that need affordable housing, as recognized by the Supreme Court in its January 18, 2017, decision in In re Declaratory Judgment Actions Filed by Various Municipalities, ___N.J.____, 2017 WL 192895 (Jan. 18, 2017).
 - d. FSHC and Glassboro agree that Glassboro does not accept the basis of the methodology or calculations proffered by FSHC's consultant, David N. Kinsey, PhD, PP, FAICP, and that the Parties are agreeing to the terms in this Agreement solely for purposes of settlement of this Litigation.
4. **Satisfaction of Rehabilitation Obligation.** The Borough will rehabilitate units through a continuation of its agreement with Triad Associates, a private consulting firm which specializes in the implementation of publicly funded housing rehabilitation programs, for a ten-year period. The Parties agree that this is sufficient to satisfy Glassboro's present need obligation of 18 units; in the alternative the Parties acknowledge that, pursuant to paragraph 6, the Borough has a surplus of new construction units and reserves the right to address any shortfall that may occur with the rehabilitation through its agreement with Triad Associates with such surplus.
5. **Satisfaction of Prior Round Obligation.** Since Glassboro has a Prior Round obligation of zero as a qualifying urban aid municipality, the parties agree that it has met its Prior Round obligation.
6. **Satisfaction of Third Round Prospective Need Obligation.** The Borough has already met its prospective need obligation of 352 units through the provision of 264 affordable housing units with 88 bonus credits depicted in Exhibit A. Inasmuch as the Borough has actually produced a total of 482 affordable housing units since 1980, the parties recognize that without the application of any additional bonus credits, the Borough has 218 excess affordable housing units it may apply to any future round affordable housing obligation in conformance with the then-applicable law. Nothing in this Agreement shall prejudice or limit Glassboro's right to seek credit in the future for units/credits not specifically addressed or identified herein, so long as said credits meet all applicable legal standards and are approved by the court or an administrative agency responsible for implementing the Fair Housing Act

with the requisite authority, with FSHC reserving its right to take any position it wishes as to the validity of said credits.

7. The Borough has met its Third Round Prospective Need in accordance with the following standards as agreed to by the Parties and consistent with the credits displayed in Exhibit A:
 - a. Rental bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d) which shall solely govern application of bonus credits to both the Prior Round and Third Round obligation.
 - b. At least 50 percent of the Third Round Prospective Need Obligation are affordable to very-low-income and low-income households with the remainder affordable to moderate-income households. 13% of all units referenced in this plan, with the exception of units already approved or constructed as of July 1, 2008 are be very low income units (affordable to households earning 30% or less of median income by household size), with half of the very low income units being available to families
 - c. At least twenty-five percent of the Third Round Prospective Need Obligation are met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Prospective Need Obligation are available to families.
 - e. The Borough agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and Third Round Prospective Need Obligation.
8. The Borough shall add 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, the New Jersey State Conference of the NAACP, the Gloucester County Branch of the NAACP, Senior Citizens United Community Services (SCUCS), the Latino Action Network, STEPS, OCEAN, Inc. and the Supportive Housing Association. As part of its regional affirmative marketing strategies during its implementation of this plan should it produce additional affordable housing, the Borough and/or its administrative agent shall also provide notice to those organizations of all available affordable housing units. The Borough also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
9. All additional units beyond those already created shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, 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 at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. The Borough as part of its HEFSP 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. Income limits for all units that are part of the Borough's Housing Element and Fair Share Plan and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Borough annually within 30 days of the publication of determinations of median income by HUD as follows:

(a) Regional income limits shall be established for the region that the Borough is located within (i.e. Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Borough's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

(b) The income limits attached hereto as Exhibit B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2016, and shall be utilized until the Borough updates the income limits after HUD has published revised determinations of median income for the next fiscal year.

(c) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Borough annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

In establishing sale prices and rents of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above:

(a) The resale prices 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 determined pursuant to the process outlined above. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

(b) The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. 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.

10. 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.
11. The parties recognize that inasmuch as the Borough has met its third round prospective need obligation and adopted a 2015 Housing Element and Fair Share Plan reflecting the affordable housing produced, it need only adopt an amendment to modify its 2015 Housing Element and Fair Share Plan consistent with this Agreement and the Borough is not required to introduce an ordinance providing for the amendment of the Borough's Affordable Housing Ordinance and Zoning Ordinance.

12. The Parties agree that if a decision of a court of competent jurisdiction in Gloucester County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Borough for the period 1999-2025 that would be lower by more than twenty (20%) percent than the total prospective Third Round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Borough may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Borough shall be obligated to implement the Fair Share Plan described herein, including by leaving in place any site specific zoning adopted or relied upon in connection with the Fair Share Plan approved pursuant to this Settlement Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Borough's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or judgment pursuant to R. 4:50-1. If the Borough prevails in reducing its prospective need for the Third Round, the Borough may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
13. The Borough shall prepare a spending plan, which will be submitted to the Court for review and approval within 120 days of the entry of an order by the Court approving this Agreement. FSHC may comment on or object to this spending plan. The Borough reserves the right to request the Court's approval that the expenditures of funds contemplated under the Agreement constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement 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). On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this agreement, the Borough agrees to provide annual reporting of trust fund activity to the 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 housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
14. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Borough 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 Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by FSHC.
15. The Fair Housing Act includes two provisions regarding action to be taken by the Borough during the ten-year period of protection provided in this Agreement. The Borough 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 Borough will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its Fair Share Plan and an analysis of whether any unbuilit sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any 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 any 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 Borough 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 Borough has complied with its very low-income housing obligation under the terms of this settlement.
16. FSHC is hereby deemed to have party status in this matter and to have intervened in this Litigation as a defendant without the need to file a motion to intervene or an answer or other pleading. The Parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
 17. This Settlement Agreement must be approved by the Court following a fairness hearing as required by 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. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Borough shall present its planner as a witness at this hearing. FSHC agrees not to challenge the Borough's Fair Share Plan (which is described in narrative form in Exhibit A at the fairness hearing. In the event the Court approves this proposed settlement, the Parties contemplate that the Borough will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in Mt. Laurel IV. The "accompanying protection" shall remain in effect through July 1, 2025. If the Settlement Agreement is rejected by the Court at a fairness hearing, it shall be null and void.
 18. If an appeal is filed of the Court's approval or rejection of the Settlement Agreement, 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 before 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 rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
 19. This Settlement Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Gloucester County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
 20. 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.
 21. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
 22. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

23. 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.
24. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
25. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
26. 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 Parties.
27. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
28. No member, official or employee of the Borough 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.
29. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
30. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties 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 BOROUGH:

Andrew Bayer
Gluck Wairath LLP
428 River View Plaza
Trenton, NJ 08611
(609) 278-3900
Telecopier: (609) 278-3901
Email: abayer@glucklaw.com

WITH A COPY TO THE MUNICIPAL CLERK:

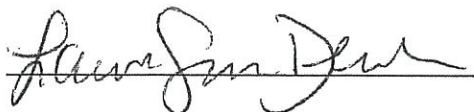
Patricia Frontino, RMC/MMC/CMR
Borough of Glassboro
Municipal Building
1 South Main Street
Glassboro, NJ 08028

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

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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

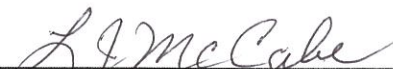
By: 

Adam Gordon, Esq.
On Behalf of Fair Share Housing Center

Witness/Attest:



BOROUGH OF GLASSBORO

By: 

Leo McCabe, Mayor
On Behalf of the Borough of Glassboro

Dated: 3/28/17

EXHIBIT A

Affordable Housing	Monitored, Approved or Proposed	Block/Lot	Number of Affordable Units	Units / Bedrooms		Max & Min Requirements		
				Units	Bedrooms	Number Rental	Number Family	Number Disabled
Whitney/Crescent, Bentley Woods Apts. ¹	Monitored	151 / 4 & 5	80	80	N/A	80	80	0
Holly Bush I & II	Monitored	31.03 / 31 and 31 / 3.05	252	252	N/A	252	252	0
Delsea Manor Senior/Disabled	Monitored	409 / 15.01	40	40	N/A	40	0	40
Elsmere East Homeownership	Monitored	139 / 10.01	10	10	N/A	0	10	0
Hodson Manor Disabled Rental Apts.	Monitored	44 / 27	40	40	N/A	40	0	40
Katherine Group Home 408.06/2	Monitored	408.06 / 12	4		4	4	0	4
Family Services of Burlington County, NJ	Monitored	408.12 / 9.01	4		4	4	0	4
Together	Monitored	409.03 / 2	7		7	7	0	7
Devereux Foundation/Potsdam	Monitored	411.13 / 47	5		5	5	0	5
Robin's Nest Inc.	Monitored	33 / 26	30		30	30	30	0
ARC of Gloucester 1	Monitored	402.01 / 12	4		4	4	0	4
ARC of Gloucester 2	Monitored	31.03 / 9.01	6		6	6	0	6
Totals			482	482		472	372	110

¹ Bentley Woods & Holly Bush are gut rehab/new construction rentals.

² Rental and Disabled subject to 5:97-3.20(b):25% Bonus Cap (489 x 1.25 = 611)

EXHIBIT B

2016 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase** Rents	Soles	Regional Asset Limit***
Region 1													
Bergen, Hudson, Moderate	\$59,096	\$63,317	\$67,538	\$75,980	\$84,423	\$87,799	\$91,176	\$97,930	\$104,684	\$111,438			
Passaic and Low	\$47,277	\$50,654	\$54,030	\$60,784	\$67,538	\$70,240	\$72,941	\$78,344	\$83,747	\$89,150	1.1%	0.00%	\$163,245
Sussex Very Low	\$29,548	\$31,658	\$33,769	\$37,990	\$42,211	\$43,900	\$45,588	\$48,965	\$52,342	\$55,719			
Region 2													
Essex, Morris, Moderate	\$17,729	\$18,995	\$20,261	\$22,794	\$25,327	\$26,340	\$27,353	\$29,379	\$31,405	\$33,431			
Union and Warren Low	\$63,879	\$68,441	\$73,004	\$82,130	\$91,255	\$94,905	\$98,555	\$105,856	\$113,156	\$120,457			
Very Low	\$51,103	\$54,753	\$58,403	\$65,704	\$73,004	\$75,924	\$78,844	\$84,685	\$90,525	\$96,365	1.1%	0.00%	\$175,072
Region 3													
Hunterdon, Moderate	\$31,959	\$34,221	\$36,502	\$41,065	\$45,628	\$47,453	\$49,278	\$52,928	\$56,578	\$60,228			
Middlesex and Low	\$19,164	\$20,532	\$21,901	\$24,639	\$27,377	\$28,472	\$29,567	\$31,757	\$33,947	\$36,137			
Somerset Very Low	\$73,500	\$78,750	\$84,000	\$94,500	\$105,000	\$109,200	\$113,400	\$121,800	\$130,200	\$138,600			
Region 4													
Mercer, Moderate	\$58,800	\$63,000	\$67,200	\$75,600	\$84,000	\$87,360	\$90,720	\$97,440	\$104,160	\$110,880			
Monmouth and Low	\$36,750	\$39,375	\$42,000	\$47,250	\$52,500	\$54,600	\$56,700	\$60,900	\$65,100	\$69,300	1.1%	0.00%	\$199,936
Ocean Very Low	\$22,050	\$23,625	\$25,200	\$28,350	\$31,500	\$32,760	\$34,020	\$36,540	\$39,060	\$41,580			
Region 5													
Burlington, Moderate	\$65,030	\$69,675	\$74,320	\$83,610	\$92,900	\$96,616	\$100,332	\$107,764	\$115,196	\$122,628			
Camden and Low	\$52,024	\$55,740	\$59,456	\$66,888	\$74,320	\$77,293	\$80,266	\$86,211	\$92,157	\$98,102			
Gloucester Very Low	\$32,515	\$34,838	\$37,160	\$41,805	\$46,450	\$48,308	\$50,166	\$53,882	\$57,598	\$61,314	1.1%	0.00%	\$174,747
Region 6													
Atlantic, Cape Moderate	\$19,509	\$20,903	\$22,296	\$25,083	\$27,870	\$28,985	\$30,100	\$32,329	\$34,559	\$36,788			
May, Cumberland, and Salem Very Low	\$57,050	\$61,125	\$65,200	\$73,350	\$81,500	\$84,760	\$88,020	\$94,540	\$101,060	\$107,580			
	\$45,640	\$48,900	\$52,160	\$58,680	\$65,200	\$67,808	\$70,416	\$75,632	\$80,848	\$86,064			
	\$28,525	\$30,563	\$32,600	\$36,675	\$40,750	\$42,380	\$44,010	\$47,270	\$50,530	\$53,790			
	\$17,115	\$18,338	\$19,560	\$22,005	\$24,450	\$25,428	\$26,406	\$28,362	\$30,318	\$32,274			
	\$51,086	\$54,735	\$58,384	\$65,682	\$72,979	\$75,899	\$78,818	\$84,657	\$90,495	\$96,334			
	\$40,869	\$43,788	\$46,707	\$52,546	\$58,383	\$60,719	\$63,055	\$67,725	\$72,396	\$77,067			
	\$25,543	\$27,368	\$29,192	\$32,841	\$36,489	\$37,949	\$39,409	\$42,328	\$45,248	\$48,167			
	\$15,326	\$16,421	\$17,515	\$19,705	\$21,894	\$22,770	\$23,646	\$25,397	\$27,149	\$28,900			

Moderate income is between 80 and 50 percent of the median income. Low income is 50 percent or less of median income. Very low income is 30 percent or less of median income.

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).
 ** This column is used for calculating the pricing for resale and rent increases for units as per N.J.A.C. 5:97-9.3. The rental increase for 2015 was 2.3%, and the increase for 2016 is 1.1%. Landlords who did not increase rents in 2015 may increase rent by the combined 2015 and 2016 increase, or 3.4% percent, but in no case can rent for any particular apartment be increased more than one time per For Regions 1, 3, 5, and 6, there has been no increase in sales resale prices in either 2015 or 2016. For Region 2, there was a 0.7% increase in sales prices in 2015 and 0 in 2016, and for Region 4, there was a 0.3% increase in sales prices in 2015 and 0 in 2016.
 Low income tax credit developments may increase based on the low income tax credit regulations.
 *** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3).

Note: Since the Regional Income Limits last adopted by COAH in 2014 for Regions 1, 3, 5, and 6 were higher than the 2016 calculations, the 2014 income limits will remain in force for 2016 and until Regional Income Limits surpass the 2014 Regional Income Limits. The Regional Income Limits for Regions 2 and 4 were higher in 2015 than the 2014 Regional Income Limits, and so the Regional Income Limits for Regions 2 and 4 are based on 2015 data and will remain in force for 2016 and until Regional Income Limits surpass the 2015 Regional Income Limits. See N.J.A.C. 5:97-9.2(c).