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November 23, 2021

Robert N. Wright, Jr., Esq.  
Malamut & Associates, LLC  
457 Haddonfield Road, Suite 500  
Cherry Hill, New Jersey 08002

**Re: In the Matter of the Application of the Township of Evesham,**  
Docket No. BUR-L-452-14

**Fair Share Housing Center v. The Township of Evesham, et al.,**  
Docket No. BUR-L-2419-15

Dear Mr. Wright:

This letter memorializes the terms of a Settlement Agreement reached between the Township of Evesham (the "Township" or "Evesham"), the declaratory judgment plaintiff, and Fair Share Housing Center ("FSHC"), a Supreme Court-designated interested party in accordance with In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV), and, through settlement, a defendant-intervenor in this matter.

This Settlement Agreement is subject to review and approval by the Court following a duly-noticed fairness hearing and, if approved, shall supersede and replace in its entirety the August 2018 Settlement Agreement, which is attached hereto as **Exhibit A** and was previously approved by the Court on August 23, 2018, following a duly-noticed fairness hearing.

### **Background**

In accordance with Mount Laurel IV, Evesham is seeking a declaration of its compliance with the Mount Laurel doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, et seq.

Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present this Settlement Agreement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it ends delays and the expense of trial and results more quickly in the construction of homes for very-low-, low- and moderate-income households.

### **Settlement Agreement Terms**

The Township and FSHC hereby agree to the following terms:

1. The Township, through the adoption of a Housing Element and Fair Share Plan ("fair share plan" or "HEFSP") conforming with the terms of this Agreement, and through the expeditious implementation of the fair share plan and this Agreement, will satisfy its 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 Third Round 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. Evesham hereby agrees that its fair share obligations are as follows:

Rehabilitation/Present Need Obligation (per Kinsey Report <sup>1</sup> )	94
Prior Round Prospective Need Obligation (pursuant to N.J.A.C. 5:93)	534
Third Round (1999-2025) Prospective Need (per Kinsey Report, as adjusted in this Agreement)	680

4. 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, which was established by the New Jersey Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
5. **Rehabilitation/Present Need.** Evesham's 94-unit rehabilitation obligation was reduced to an obligation of fifteen (15) units through a structural conditions survey of the municipal housing stock, as provided for by N.J.A.C. 5:93-5.2(a), which was conducted in July and August 2019. The Special Master's May 19, 2020 Report reviewed the Township's procedure and survey result and recommended Court approval, which was granted on June 23, 2020.

Evesham has subsequently provided documentation that has been accepted by FSHC and the Special Master demonstrating that there are ten (10) Township-rehabilitated units and five (5) units rehabilitated via the County program that satisfies the Township's adjusted rehabilitation/present need obligation. A list of the units rehabilitated is attached hereto as **Exhibit B**.

6. **Prior Round.** As noted above, the Township has a Prior Round Prospective Need Obligation of 534 units, which is met through the following compliance mechanisms:

Developments/ Compliance Mechanisms	Details/Status	Units	Bonuses
Elmwood House (Block 15.03, Lot 170) Age-Restricted Rentals (69 of 89 units applied to Prior Rd)	Complete	69	11
Whitebridge Village (Block 17, Lot 7.01 and 9) Inclusionary Family For-Sale	Complete	46	0

<sup>1</sup> David N. Kinsey, PhD, P.P., F.A.I.C.P., "New Jersey Low and Moderate Income Housing Obligations for 1999-2025 Calculated Using the NJ COAH Prior Round (1987-1999) Methodology, dated May 2016.

<b>Developments/ Compliance Mechanisms</b>	<b>Details/Status</b>	<b>Units</b>	<b>Bonuses</b>
Woodview/Whitebridge Farm (Block 17, Lot 11) Inclusionary Family Rentals	Complete	44	44
Group Homes (List of Prior and Third Round Group Homes attached hereto as <b>Exhibit C</b> )	Complete	39	39
Inglis House Gardens (Block 18.02, Lot 1) 100% Affordable Rentals	Complete	16	16
Westbury Chase (Block 8.01-8.08) Inclusionary Family For-Sale	Complete	6	0
Shannon Greene (Block 51.02, Lot 20) Inclusionary Family For-Sale	Complete	4	0
Evesboro Downs (Block 24.24, Lot 1) Inclusionary Family For-Sale	Complete	1	0
Regional Contribution Agreements (List of RCAs attached hereto as <b>Exhibit D</b> )	Complete	199	0
<b>Total:</b>		424	110
		534 credits	

7. **Third Round.** As noted above, the Township has a Third Round Prospective Need Obligation of 680 units, which is met through the following compliance mechanisms:

<b>Developments/ Compliance Mechanisms</b>	<b>Details/Status</b>	<b>Units</b>	<b>Bonuses</b>
<b><i>Inclusionary Family</i></b>			
Renaissance Square (Block 27.02, Lots 2.03, 2.04, 2.05, 2.08, & 2.09) Inclusionary Family Rental	Complete	34	0
Fieldstone/Barclay Chase (Block 16, Lot 1.06) Inclusionary Family Rental	Complete	33	28
Public Works Yard/ Barclay Chase II (Block 16, Lot 1.03) Inclusionary Family Rental	Proposed Redeveloper Designated	16	0
Harvest House Mansion (Block 4.09, Lot 15.01) Inclusionary Family Rental	Complete	8	0
Winding Brook/Krysta (Block 14.03, Lots 1-42, 69 & Block 14.04, Lots 1-27)	Under Construction	6	0

<b>Developments/ Compliance Mechanisms</b>	<b>Details/Status</b>	<b>Units</b>	<b>Bonuses</b>
Inclusionary Family For-Sale			
Berkshire Woods (Block 15.20, Lots 1-64) Inclusionary Family For-Sale	Complete	6	0
<b><i>Inclusionary Senior</i></b>			
Hawthorn/Evesham Retirement (Block 24.24, Lot 2) Inclusionary Senior Rental	Under Construction	24	0
Brightview at Evesham (Block 2.01, Lot 8.01) Inclusionary Senior Rental	Phase I -- Complete (8 independent-living units, 9 Medicaid beds) Phase II -- Approved (6 independent-living units, 4 affordable units)	27	0
<b><i>100% Affordable Family</i></b>			
MEND/Conifer Sharp Road (Block 14, Lot 2) 100% Affordable Family Rentals	Complete	104	78
Walters/Cornerstone at Marlton (Block 36, Lot 2.03) 100% Affordable Family Rentals	Complete	64	64
Habitat for Humanity (Block 4.08, Lots 5 & 6) 100% Affordable Family For-Sale	Proposed	2	0
Habitat for Humanity (Block 28.11, Lot 2) 100% Affordable Family For-Sale	Complete	1	0
<b><i>100% Affordable Senior</i></b>			
Walters/Evesham Senior (Block 2.06, Lot 2) 100% Affordable Senior Rentals	Complete	68	0
Elmwood House (Block 15.03, Lot 170) Age-Restricted Rentals (20 of 89 units applied to Third Rd)	Complete	20	0
<b><i>Alternative Living</i></b>			
Group Homes (List of Prior and Third Round Group Homes attached hereto as <b>Exhibit C</b> )	Complete	70	0
<b><i>Assisted Living</i></b>			
Capitol Senior Housing at Marlton Executive (Block 36, Lot 2.05) Assisted Living	Under Construction	11	0
Oakleigh Development Group (Block 35.30, Lot 20) Assisted Living	Approved (ZB Resolution No. 19-16)	10	0

<b>Developments/ Compliance Mechanisms</b>	<b>Details/Status</b>	<b>Units</b>	<b>Bonuses</b>
Artis Senior Living (Block 24.23, Lot 1) Assisted Living	Complete	6	0
CareOne at Evesham (Block 16, Lot 3) Assisted Living	Complete	4	0
<b><i>Market-to-Affordable/Extensions of Expiring Controls</i></b>			
Market to Affordable Program Various Apartments/Condos Rental and For-Sale	Proposed	19	0
Extensions of Expiring Controls Family For-Sale (List of controls extended attached hereto as <b>Exhibit E</b> )	Complete	8	0
New Road/Tamburro Market to Affordable Family Rentals	Complete	3	0
<b>Total:</b>		<b>544</b>	<b>170</b>
		<b>714 credits</b>	

8. **Mandatory Set-Aside Ordinance.** Evesham commits to maintain and enforce, and to remind its land use boards of such obligation, Section 161-2(E) of the Township's Code, which requires that in any multi-family or single-family attached residential development not already included in this Agreement that is "approvable" and "developable," as defined at N.J.A.C. 5:93-1.3, at a gross residential density of six (6) units to the acre or more, the Township shall require that an appropriate percentage of the residential units be set aside for low and moderate income households. This requirement shall apply to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of six (6) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's Planning or Zoning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. Nothing in this paragraph precludes the Township from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is twenty percent (20%); for projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is fifteen percent (15%). 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. A property shall not be permitted to be subdivided so as to avoid meeting this requirement.
9. The Township has committed to provide a realistic opportunity for the development of affordable housing through inclusionary zoning on, among other sites, the Public Works

Yard/Barclay Chase II (Block 16, Lot 1.03). The Public Works Yard or "DPW Site" shall produce at least sixteen (16) affordable family rental units through redevelopment. An amended redevelopment plan for the site was adopted on August 20, 2019, by Ordinance No. 14-8-2019 and Fieldstone Associate, LP was designated the redeveloper on or about July 14, 2020. Fieldstone subsequently formed Barclay Chase at Marlton II Urban Renewal LLC to redevelop the property. Any redevelopment on the site shall ensure an at least 15% affordable housing set-aside for non-age-restricted family rental units, which shall fully comply with UHAC, N.J.A.C. 5:80-26.11, with the sole exception that at least 13% of the affordable units -- or 3 of 16 -- shall be very-low-income units deed restricted for households earning 30% or less of median income. The very-low-income units shall be distributed within each bedroom distribution, with at least one (1) 3-bedroom very-low-income units and one (1) 2-bedroom very-low-income units.

10. Because it is claiming bonus credits in the Prior Round, the Township has committed to provide deed restrictions for the Bancroft group homes at 28 South Elizabeth (4 beds) and 8 Elmgate (4 beds), as well as the 99-year deeds for the 44 units at Woodview/Whitebridge Farm.
11. The Township has committed to provide a realistic opportunity for the development of affordable housing through means other than inclusionary zoning, as follows:
  - a. Habitat for Humanity is pursuing a two-unit for-sale project at 36 and 38 Oak Avenue in collaboration with the Township. The two units shall be a single family duplex-style home and shall consist of one low-income 2-bedroom unit and one moderate-income 2-bedroom unit. The Township will ensure that the start of construction begins by June 1, 2022.
  - b. The Township has proposed a 19-unit market-to-affordable program for for-sale and rental units to create opportunities for low- and moderate-income households. At least ten (10) of the nineteen (19) units shall be low-income units. No more than four (4) of the nineteen (19) units may be one-bedroom units. The Township shall provide an average subsidy of \$55,000 per unit and ensure that the program complies with N.J.A.C. 5:97-6.9. The Township shall provide a program manual, implementation schedule, and spending plan that provides a realistic opportunity for the program prior to entry of a final judgment of compliance and repose.
  - c. In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments and compliance mechanisms.
    - i. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending.
    - ii. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as affordable housing developer fees and a commitment to municipally bond for a shortfall, in the event that the funding request is not approved.
    - iii. The Township shall provide the above prior to the entry of a final judgment of compliance and repose.

- d. In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments and compliance mechanisms, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process.
  - iv. The construction/implementation schedule shall include preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor, and the commencement and completion of construction. The schedule shall provide for construction to begin within two years of Court approval of this Agreement.
  - v. The Township shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity, and it shall designate and enter into a developer's agreement with the entity responsible for constructing any non-inclusionary development.
  - vi. The Township shall provide the above prior to the entry of a final judgment of compliance and repose.
12. Evesham acknowledges and agrees that the sites of each development listed above are available, suitable, developable, and approvable for the construction of affordable housing, including the number of units contemplated by this Agreement.
13. Evesham commits to work cooperatively, expeditiously, and with all continuity of purpose with the inclusionary developers to ensure all necessary land use approvals and to issue all construction and building permits in a timely manner.
14. The following minimum number of very-low-income units (as defined in 15.f. below) shall be produced by each development/compliance mechanism:

<b>Development</b>	<b>Minimum Number of Very Low Income Units</b>
Capitol Senior Housing (Block 36, Lot 2.05)	11
Oakleigh (Block 35.30, Lot 20)	9
Brightview at Evesham (Block 2.01, Lot 8.01)	9
Walters/Evesham Senior (Block 2.06, Lot 2)	9
Cornerstone at Marlton (Block 36, Lot 2.03)	8
Artis Senior Living (Block 24.23, Lot 1)	6
Renaissance Square (Block 27.02)	5
Barclay Chase (Block 16, Lot 1.06)	5
Evesham Retirement (Block 24.24, Lot 2)	4
CareOne at Evesham (Block 16, Lot 3)	4
Public Works/DPW Yare (Block 16, Lot 1.03)	3
Harvest House (Block 4.09, Lot 15.01)	1

Any residential units produced as a result of the town-wide mandatory set-aside ordinance, shall also provide thirteen percent (13%) of the affordable units within each bedroom distribution as very low income as defined below in 15.f.

The Township recognizes that it has a four (4) unit very-low-income family affordable shortfall. The Township commits to address this shortfall moving forward by ensuring all family developments produce at least thirteen percent (13%) very-low-income units and that these very-low-income units are proportionally distributed within each bedroom distribution and by ensuring at least four (4) additional very-low-income family units in the future round above the fifty percent (50%) family very-low-income requirement for that round.

15. The Township agrees that it shall meet its Third Round Prospective Need in accordance with the following standards:

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least fifty percent (50%) of the units addressing the Third Round Prospective Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
- c. At least twenty-five percent (25%) of the Third Round Prospective Need shall be met through rental units, including at least half in non-age-restricted rental units available to families.
- d. At least half of the units (50%) addressing the Third Round Prospective Need must be non-age-restricted affordable units available to families.
- e. The Township agrees to comply with an age-restricted cap of twenty-five percent (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 twenty-five percent (25%) of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
- f. Thirteen percent (13%) of all affordable units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, shall be very-low-income units for households earning thirty percent (30%) or less of the median income pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA"), with half of the very low income units being available to families.
- g. 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.

16. In all developments that produce affordable housing, the Township agrees that the following terms shall apply:

- a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, with the sole exception that thirteen percent (13%) of the affordable units within each bedroom distribution shall be required to be for very low income households earning thirty percent (30%) or less of median income pursuant to the Fair Housing Act.



- b. All of the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income pursuant to the Fair Housing Act, and the affordability controls shall remain unless and until the Township, in its sole discretion, takes action to extend or release the unit from such controls after at least thirty (30) years. If the Township acts to release the unit from such controls, affordability controls shall remain in effect until the date on which a rental unit shall become vacant due the voluntary departure of the income-eligible occupant household in accordance with N.J.A.C. 5:80-26.11(b).
  - c. In inclusionary developments, the affordable units shall be integrated with the market-rate units, and the affordable units shall not be concentrated in separate building(s) or in separate area(s) or floor(s) from the market-rate units. In buildings with multiple dwelling units, this shall mean that the affordable units shall be generally distributed within each building with market units. The residents of the affordable units shall have full and equal access to all of the amenities, common areas, and recreation areas and facilities as the residents of the market-rate units.
  - d. Construction of the affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
  - e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include the community and regional organizations identified in this agreement, and it shall also include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law.
17. The Township 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):
- a. Fair Share Housing Center, Inc. (510 Park Boulevard, Cherry Hill, New Jersey 08002); Fair Share Housing Development (1 Ethel Lawrence Boulevard, Mount Laurel, New Jersey 08054); Camden County NAACP (1123 1/2 Kaighn Avenue, Camden, New Jersey 08103); The Latino Action Network (P. O. Box 943, Freehold, New Jersey 07728); Willingboro NAACP (P. O. Box 207, Roebling, New Jersey 08554); Southern Burlington County NAACP (P. O. Box 3211, Cinnaminson, New Jersey 08077); Burlington County Community Action Program (718 Route 130 South, Burlington, New Jersey 08016); and The Supportive Housing Association (15 Alden Street #14, Cranford, New Jersey 07016); and other appropriate non-profits and Civil Rights organizations that request to be notified of available units, and shall, as part of its regional affirmative marketing strategies during its implementation of any affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units, along with copies of application forms. The Township also agrees to require any other entities, including developers, persons or companies retained to do affirmative marketing, to comply with these notice requirements.
  - b. As part of its regional affirmative marketing strategies during implementation of its fair share plan, the Township and/or its Administrative Agent shall also provide

notice of all available affordable housing units to the above-referenced organizations and shall ensure all affordable units are posted on the New Jersey Housing Resource Center website in accordance with applicable law.

18. Income limits for all affordable units shall be updated by the Township annually within thirty (30) days of the publication of determinations of median income by the United States Department of Housing and Urban Development ("HUD") as follows:
  - a. Regional income limits shall be established for the Housing Region in which the Township is located (in this case, Housing 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 number of 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 number of households from the most recent decennial Census in the Township'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 F** are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2021, and shall be utilized until the Township 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 Township 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.
  - d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement, the terms of which shall also be reflected in the Township's affordable housing ordinance.
19. Upon full execution of this Agreement, Evesham shall notify the Court so that a Fairness Hearing can be scheduled to approve the Agreement. Evesham shall place this Agreement on file in the Township's municipal building, post it on the municipal website, and file a copy with the Court at least thirty (30) days prior to the Fairness Hearing, at

which the Township will seek judicial approval the terms of this Agreement pursuant to the legal standards set forth in Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986), and East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996). Notice of the Fairness Hearing shall be published at least thirty (30) days in advance of the hearing. The Township's planner shall appear as a witness at the hearing. The parties agree that the review of this Agreement may be at a combined Fairness and Compliance Hearing.

20. Prior to a compliance hearing, Evesham shall adopt an amended Housing Element and Fair Share Plan, affordable housing ordinance, development fee ordinance, zoning ordinances, affirmative marketing plan, spending plan, intent to fund shortfall resolution, appoint a municipal housing liaison and administrative agent, and adopt all other resolutions and ordinances required to be adopted as part of this Agreement, and shall submit same to the Court, the Court Master, and FSHC for review at least thirty (30) days before the hearing. The HEFSP shall include all documentation to demonstrate the creditworthiness of existing affordable units for which the municipality is seeking credit.
21. The Township shall prepare a Spending Plan for review and approval by the Special Master, FSHC, and the Court. Upon approval, the Township and FSHC agree that the expenditures of funds contemplated in the Township'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).
22. The Township shall comply with the following annual monitoring and reporting requirements:
  - a. Starting on August 16, 2022, and every anniversary thereafter, the Township shall 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 FSHC 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 annual report shall detail all expenditures from and deposits into the Township's Affordable Housing Trust Fund.
  - b. Starting on August 16, 2022, and every anniversary thereafter, the Township shall provide an annual report on 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 FSHC. In addition to the foregoing, the Township shall 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. The annual report shall detail the status of all affordable units in the Township's HEFSP. The Township shall promptly respond to any requests from the Court or FSHC for additional information.

23. The Fair Housing Act includes two provisions regarding actions to be taken by the Township during the ten-year period of protection provided in this agreement. The Township agrees to comply with those provisions as follows:

- a. For the midpoint realistic opportunity review required pursuant to N.J.S.A. 52:270-313, the Township posted, by July 1, 2020, on its municipal website and provided a copy to FSHC, a status report as to its implementation of its HEFSP and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms should be revised or supplemented.
- b. For the review of very-low-income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of August 16, 2022, and every third year thereafter, the Township 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 Township and Fair Share Housing Center on the issue of whether the Township has complied with its very-low-income housing obligation under the terms of the settlement agreement with FSHC.

24. As part of the August 2018 Settlement Agreement, the Township of Evesham agreed to pay FSHC's fees and costs up to that point in the amount of \$5,000.00.

In light of the time and resources expended by FSHC since then in this matter reaching this Agreement, the Township agrees to pay FSHC's additional attorney's fees and costs in the amount of \$5,000.00 within thirty (30) days of the Court's approval of this Agreement following a duly-noticed fairness hearing.

25. This Agreement may be enforced by the Township or FSHC through a motion to enforce litigant's rights or a separate action filed in Superior Court, Burlington County. If it prevails on a motion to enforce, that party shall be entitled to reasonable fees and costs in accordance with Rule 1:10-3.
26. Evesham and FSHC shall have an obligation to fulfill the intent and purpose of this Agreement. 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 Township 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*.
27. The parties agree that if a decision of a court of competent jurisdiction in Burlington 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 a Third Round Prospective Need Obligation of the Township for the period 1999-2025 that would be lower by more than ten percent (10%) than the obligation established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the

Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the fair share plan adopted pursuant to this Agreement; taking all steps necessary to support and fund the development of any 100% affordable developments referenced in this Agreement; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township'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 Rule 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

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 Township 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 Township 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 Township and FSHC and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
33. The Township and FSHC acknowledge that this Agreement was not drafted by the Township or FSHC, but was drafted, negotiated and reviewed by representatives of the Township and FSHC and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. The Township and FSHC expressly represent 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.
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 Township and FSHC.

35. This Agreement constitutes the entire Agreement between the Township and FSHC hereto and supersedes all prior oral and written agreements between the Township and FSHC with respect to the subject matter hereof except as otherwise provided herein.
36. No member, official or employee of the Township shall have any direct or indirect interest in this 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 Township 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 Township 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, New Jersey 08002  
Phone: (856) 424-1808  
Telecopier: (856) 663-8182  
Email: adamgordon@fairsharehousing.org

**TO THE TOWNSHIP:** Robert N. Wright, Jr., Esq.  
Malamut & Associates, LLC  
457 Haddonfield Road, Suite 500  
Cherry Hill, New Jersey 08002  
Phone: (856) 985-4052  
Email: kgrant@malamutlaw.com

**TO THE PLANNING BOARD:** Ronald D. Cucchiaro, Esq.  
Weiner Law Group, LLP  
331 Newman Springs Road  
Building 1, Suite 136  
Red Bank, New Jersey 07701  
Phone: (732) 978-1210  
Email: RCucchiaro@weiner.law

**WITH A COPY TO THE MUNICIPAL CLERK:** Municipal Clerk  
Evesham Township  
984 Tuckerton Road  
Marlton, New Jersey 08053  
Phone: (856) 988-4429  
Telecopier: (856) 985-3695

**IN WITNESS WHEREOF**, the Parties hereto have caused this Settlement Agreement to be properly executed, their corporate seals affixed and attested and this Settlement Agreement to be effective as of the Effective Date.

Sincerely,



Adam M. Gordon, Esq.  
Executive Director of Fair Share Housing Center

Witness: Bassam Gergi

Dated: November 28, 2021

**On behalf of the Township of Evesham, with the authorization of the governing body:**

Witness/ Attest:

TOWNSHIP OF EVESHAM

  
Mary Lou Bergh, Municipal Clerk

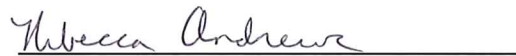
  
Jaclyn Veasy, Mayor

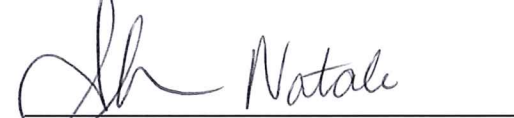
Dated: 11/23/2021

**On behalf of the Planning Board of Evesham, with the authorization of the Board:**

Witness/ Attest:

PLANNING BOARD OF EVESHAM

  
REBECCA ANDREWS  
DEPUTY TOWNSHIP CLERK

  
Shannon Natale, Chairman

DATED: 11/24/2021

**Exhibit A:**  
**August 2018 Settlement Agreement Between**  
**Township of Evesham and Fair Share Housing Center**



## **SETTLEMENT AGREEMENT**

**In The Matter of the Application of the Township of Evesham**  
**Superior Court of New Jersey/Law Division/Burlington County**  
**Docket No. BUR-L-452-14**

**Fair Share Housing Center, Inc. v. The Township of Evesham, County of Burlington, State**  
**of New Jersey; The Planning Board of the Township of Evesham**  
**Superior Court of New Jersey/Law Division/Burlington County**  
**Docket No. BUR-L-002419-15**

THIS AGREEMENT made this 16<sup>th</sup> day of August, 2018 by and between the **TOWNSHIP OF EVESHAM**, a municipal corporate body politic, and the **EVESHAM TOWNSHIP PLANNING BOARD**, a statutory land use agency, both with offices at 984 Tuckerton Road, Marlton, New Jersey 08053 (hereinafter jointly called "Township") and **FAIR SHARE HOUSING CENTER, INC.**, a not-for-profit affordable housing advocate with offices at 510 Park Boulevard, Cherry Hill, New Jersey 08002 (hereinafter "Fair Share" or "FSHC.") The Township, the Board, and FSHC, hereinafter referred to individually as "Party" and collectively as the "Parties."

### **BACKGROUND**

1. In 1998, the Township filed a Petition with the Superior Court of New Jersey, pursuant to N.J.S.A. 52:27D-313(a) committing to voluntarily address its Second Round Fair Share Obligation, and secured immunity and repose against exclusionary zoning/builders' remedy litigation. The matter was assigned Docket No. BUR-L-00134-98 (Mount Laurel). Following the Township's preparation of a Second Round Compliance Plan, the Court conducted a Compliance Hearing and granted judicial approval of the Second Round Plan, which was memorialized in a final Second Round Judgment of Compliance and Repose entered on November 18, 1999, verifying that the Township was in full voluntary compliance with its

Second Round Mount Laurel Obligations and provided the Township with repose and immunity against Mount Laurel exclusionary zoning challenges until November 18, 2005.

2. On February 22, 2005, the Township filed its Third Round Declaratory Judgment Complaint, which was assigned Docket No. BUR-L-000550-05 (Mount Laurel). Following a hearing preceded by all required notices, and conducted by The Honorable John A. Sweeney, A.J.S.C. on April 20, 2006, the Court entered an Order dated April 24, 2006 confirming the accuracy of the Township's Third Round "Growth Share" number to enable the Township to prepare and file its Third Round Plan. The Order specifically determined that the Township was immunized against exclusionary zoning challenges while it remained under the Court's Third Round voluntary compliance jurisdiction pursuant to N.J.S.A. 52:27D-313(a).

3. On August 17, 2006, the Township adopted a Third Round Compliance Plan to address the "Growth Share" Obligation that was judicially confirmed in the April 24, 2006 Order, and submitted the Plan to the Court for review and approval. However, prior to the Court's scheduled Compliance Hearing, the Superior Court of New Jersey, Appellate Division, on January 25, 2007, invalidated the "Growth Share Rules", upon which the Township's Plan was based, and as a consequence, Judge Sweeney entered an Order, *sua sponte*, on February 22, 2008, postponing the deadline for the Township to submit a new Third Round Plan until all appeals were resolved; the Court continued the Township's immunity and repose against Mount Laurel litigation pending resolution of the appeals.

4. Notwithstanding the postponement of said deadline, following Judge Sweeney's February 22, 2008 Order, the Township prepared and submitted a Fair Share Plan, which was adopted by the Township, but did not receive Court approval because of prior Court decisions regarding the invalidity of the growth share formula.

5. Nevertheless, on November 21, 2011, this Court entered an Order immunizing the Township against any builders' remedy lawsuits, which Order has remained in effect since its execution, and has never been vacated.

6. During these ensuing years, various Court decisions were rendered, and the Council on Affordable Housing ("COAH") became effectively defunct, and which resulted in the Township bringing a second Declaratory Judgment action before the Court, captioned: In The Matter of the Application of the Township of Evesham, Docket No. BUR-L-452-14 (Mount Laurel), filed on February 26, 2014.

7. Under this Docket Number, the Township received various approvals from this Court, regarding its Affordable Housing Trust Fund Spending Plan, and the authorization to expend funds therefrom to satisfy ongoing municipal Affordable Housing Obligations.

8. In addition, during this period, the Court's prior Order Staying Third Round proceedings and affording immunity to the Township against builders' remedy lawsuits, remained intact, and in full force and effect.

9. On October 19, 2015, Fair Share Housing Center filed an action against the Township and the Planning Board, bearing Docket # BUR-L-002419-15, to which the Township Defendants filed Answers & Affirmative Defenses. In addition, by Order dated December 8, 2015, this Court, The Honorable Ronald E. Bookbinder, A.J.S.C. presiding, entered an Order appointing Philip B. Caton, PP/AICP, to serve as the Court's Special Master.

10. During the last few years, the Township has voluntarily continued to work towards identifying, and creating a plan to satisfy, its "Third Round" Affordable Housing Obligations. With the assistance of the Court and its Special Master, the Parties have determined to resolve

this dispute, and to agree upon the Township's established "Fair Share Obligation" for the period spanning the years 1999 through 2025 ("Third Round").

### AGREEMENT

1. The Parties hereby confirm that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereinafter, "The Plan"); and through the implementation of The Plan and this Agreement, satisfies its Obligations under the Mount Laurel Doctrine and the Fair Housing Act of 1985, N.J.S.A. 52:27D-301, *et seq.* for the prior Rounds (1987 – 1999) and the Third Round (1999 – 2025).

2. Given the state of the judicial process at this point arising from the Supreme Court's decision in In Re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) ("Mount Laurel IV"), with Third Round Fair Share Obligations having not yet been definitively adjudicated in Burlington County or in Region 5, the Parties have determined it to be appropriate to arrive at an Agreement regarding Evesham's Third Round Obligation and rehabilitation share, instead of doing so through continued litigation to establish same by the Court.

3. As a result, the Parties agree that Evesham's Affordable Housing Obligations are as follows:

Prior Round Obligations (pursuant to N.J.A.C. 5:93) and the Court's previous determination under Docket No. BUR-L-00134-98: 534

Rehabilitation Obligation: 94

Third Round Obligation (1999 – 2025): 680

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999 – 2015 that need affordable housing, which was recognized by the Supreme Court in In Re

Declaratory Judgment Action filed by Various Municipalities, 227 N.J. 508 (2017), as well as the Prospective Need for the period from 2015 – 2025.

5. As noted above, the Township had a prior Round Obligation of five hundred thirty-four (534) units, which has been fully satisfied through the compliance mechanisms listed in Exhibit A, and which yielded a surplus of six (6) actual units, plus eight (8) units at the B'nai B'rith Elmwood House, which were to be carried forward to the Third Round. In order to maximize bonus credits as is permitted by COAH's rules, some Prior Round and Third Round compliance mechanisms have been shifted as demonstrated in Exhibit B. The Township has implemented, or will implement, the Plan attached hereto as Exhibit C, in order to provide a realistic opportunity to meet its Third Round Obligation of six hundred eighty (680) units.

6. The Township agrees to require that thirteen percent (13%) of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low-income units, with half of the very low-income units being available to families.

7. The Township shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in Exhibit C.

- a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
- b. At least fifty percent (50%) of the units addressing the Third Round Obligation shall be affordable to very low-income and low-income households, with the remainder affordable to moderate-income households.
- c. At least twenty-five percent (25%) of the Third Round Obligation shall be 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 Obligation in total must be available to families.
- e. The Township agrees to comply with an age-restricted cap of twenty-five percent (25%). This shall be understood to mean that in no circumstance may the Township claim credit toward its fair share Obligation for age-restricted units that exceed twenty-five percent (25%) of the Third Round Fair Share Obligation.

8. The Township 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, Inc., 510 Park Boulevard, Cherry Hill, New Jersey 08002; Fair Share Housing Development, 1 Ethel Lawrence Boulevard, Mount Laurel, New Jersey 08054; Camden County NAACP, 1123 1/2 Kaighn Avenue, Camden, New Jersey 08103; The Latino Action Network, P. O. Box 943, Freehold, New Jersey 07728; Willingboro NAACP, P. O. Box 207, Roebling, New Jersey 08554; Southern Burlington County NAACP, P. O. Box 3211, Cinnaminson, New Jersey 08077; Burlington County Community Action Program, 718 Route 130 South, Burlington, New Jersey 08016; and The Supportive Housing Association, 15 Alden Street #14, Cranford, New Jersey 07016; and other appropriate non-profits and Civil Rights organizations that request to be notified of available units, and shall, as part of its regional affirmative marketing strategies during its implementation of any affirmative marketing plan, provide direct notice to those organizations of all available affordable housing units, along with copies of application forms. The Township also agrees to require any other entities, including developers, persons or companies retained to do affirmative marketing, to comply with this Paragraph.

10. All units shall include the required bedroom distribution except for the market to affordable units, group home units and other alternative living arrangements such as congregate living arrangements; which may present opportunities that deviate from the proscribed bedroom distribution, and all units shall 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, and all other applicable law, with the exception that rental market to affordable units may initially be filled by existing tenants living at the site who are properly income qualified, provided that the period of deed restriction begins to run upon the first occupancy that results from affirmative marketing of the unit, and that in lieu of ten percent (10%) of affordable units in rental projects being required to be at thirty-five percent (35%) of median income, thirteen percent (13%) of affordable units in such projects shall be required to be at thirty percent (30%) of median income. The Township 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 Plan required by this Agreement 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 Township annually within thirty (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 Township 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 Township's housing region. This quotient represents the regional weighted average of median income for a household of four (4). The income limit for a moderate-income unit for a household of four shall be eighty percent (80%) of the regional weighted average median income for a family of four (4). The income limit for a low-income unit for a household of four shall be fifty percent (50%) 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 thirty percent (30%) of the regional weighted average median income for a family of four (4). 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 D are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2018, and shall be utilized until the Township 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 Township 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.
- d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.

11. All new construction first floor 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.

12.(A) During the Compliance Period, the Township shall adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein and to adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement.

12.(B) During the Compliance Period, the Township may apply to the Court Appointed Special Master and the Court, on notice to FSHC, to adjust the present need (rehabilitation component) if more accurate information is identified which demonstrates that an adjustment to the present need number is warranted.

13.(A) Within one-hundred twenty (120) days of the Court's entry of an Order approving the fairness of this settlement, the Township additionally agrees to adopt an ordinance, subject to the review of FSHC and the Special Master, providing that if the Township permits the

construction of any multi-family or single-family attached residential development not already included in this Agreement that is "approvable" and "developable," as defined at N.J.A.C. 5:93-1.3, at a gross residential density of six (6) units to the acre or more, the Township 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 Agreement to any multi-family or single-family attached residential development, including the residential portion of a mixed-use project, which consists of six (6) or more new residential units, whether permitted by a zoning amendment, a variance granted by the Township's Planning or Zoning Board, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation. Nothing in this paragraph precludes the Township from imposing an affordable housing set-aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and other applicable law. For inclusionary projects in which the low and moderate units are to be offered for sale, the appropriate set-aside percentage is twenty percent (20%); for projects in which the low and moderate income units are to be offered for rent, the appropriate set-aside percentage is fifteen percent (15%). 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. A property shall not be permitted to be subdivided so as to avoid meeting this requirement.

13.(B) In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for the non-inclusionary affordable housing developments referred to as "Cornerstone at Marlton Evesham Family Apartments" and "Evesham Senior Apartments." The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or Project Sponsor, and any applications still pending in the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township shall meet these obligations through the submission of documentation thirty (30) days prior to the Final Compliance Hearing in this matter.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within three (3) years of Court approval of this settlement. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township shall meet these obligations through the submission of documentation thirty (30) days prior to the Final Compliance Hearing in this matter.

14. The Township has prepared or shall prepare an Amended Spending Plan and file it with the Court, with a copy to FSHC, at least thirty (30) days prior to the Compliance Hearing in this matter. The Spending Plan is subject to review and comment by FSHC, and approval by the Court, and the Township shall seek approval from the Court that the expenditures of funds contemplated under the Spending Plan 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 Agreement 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, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township 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.

15. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township 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 the Special Master.

16. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township 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. 52:270-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. 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. 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. 52:270-329.1, within thirty (30) days of the third anniversary of this Agreement, and every third year thereafter, the Township 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 Agreement.

17. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Burlington County. The Township through this Agreement consents to the entry of an order providing FSHC intervening party status for purposes of a motion to enforce litigant's rights for the purposes of enforcing this Agreement.

18. This 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 Township shall present its Planner as a witness at this hearing. FSHC agrees to support this Agreement at the Fairness Hearing. In the event the Court approves this Agreement, the Parties agree that the matter should then proceed to a Compliance Hearing one hundred twenty (120) days after the Fairness Hearing and agree to request that the Court schedule the Compliance Hearing in Court at the conclusion of the Fairness Hearing. FSHC will not challenge the Plan adopted pursuant to this Agreement at the Compliance Hearing provided it conforms to the terms of this Agreement. Following the Compliance Hearing, upon a showing that the municipality has adopted all necessary ordinances and complied with the requirements of this Agreement, the Parties contemplate the municipality 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 In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a Fairness Hearing, it shall be null and void.

18. The Township agrees to pay FSHC the sum of Five Thousand Dollars (\$5,000.00) within ten (10) days of the Court's approval of this Agreement, pursuant to a

duly noticed fairness hearing, for the purpose of supporting FSHC's participation in the process established by the Court and its Special Master for evaluating compliance with the agreed upon fair share obligations set forth herein.

20. If an appeal is filed of the Court's approval or rejection of this 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 this 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.

21. 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.

22. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

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:**

Kevin D. Walsh, Esquire  
Fair Share Housing Center, Inc.  
510 Park Boulevard  
Cherry Hill, NJ 08002  
Phone: (856) 665-5444  
Telecopier: (856) 663-8182  
E-mail: [kevinwalsh@fairsharehousing.org](mailto:kevinwalsh@fairsharehousing.org)

**TO THE TOWNSHIP:**

John C. Gillespie Esquire  
Parker McCay P.A.  
9000 Midlantic Drive, Suite 300  
P.O. Box 5054  
Mount Laurel, New Jersey 08054-5054  
Phone: (856) 985-4083  
Telecopier: (856)-489-6980  
Email: [jgillespie@parkermccay.com](mailto:jgillespie@parkermccay.com)

**WITH A COPY TO THE  
MUNICIPAL CLERK:**

Mary Lou Bergh RMC, Township Clerk  
Township of Evesham  
984 Tuckerton Road  
Marlton, NJ 08053  
Phone: (856) 983-2900  
Telecopier: (856) 985-3695  
Email: [berghm@evesham-nj.gov](mailto:berghm@evesham-nj.gov)

**TO THE TOWNSHIP  
PLANNING BOARD:**

Stuart A. Platt, Esquire  
Platt & Riso, P.C.  
40 Berlin Avenue  
Stratford, NJ 08084  
Phone: (856) 784-8500  
Telecopier: (856) 784-8050  
Email: [platt@prlawoffice.com](mailto:platt@prlawoffice.com)

**TO THE TOWNSHIP  
PLANNING BOARD  
ADMINISTRATOR:**

Regina Kinney, Planning Board Administrator  
Township of Evesham  
984 Tuckerton Road  
Marlton, NJ 08053  
Phone: (856) 983-2914  
Telecopier: (856) 985-3695  
Email: kinneyr@evesham-nj.gov

**[SIGNATURES ON SEPARATE PAGE]**

IN WITNESS WHEREOF, the Parties hereby have set their hands and seals the date  
set forth above.

Attest:

Elizabeth A. Peters  
Legal Assistant

**FAIR SHARE HOUSING CENTER, INC.**

By: [Signature]  
Kevin D. Walsh, Esquire  
8/14/2018

Attest:

Joan Horner  
Legal Assistant

**PARKER McCAY P.A.**

By: [Signature] 8/9/18  
John C. Gillespie, Esquire  
Evesham Township Solicitor

Attest:

Krista Jaxpay  
Legal Assistant

**PLATT & RISO, P.C.**

By: [Signature] 8/16/18  
Stuart A. Platt, Esquire  
Evesham Township Planning  
Board Solicitor

**Exhibit A**  
**Evesham Township Prior Round Compliance (1999)**  
**534 Unit Obligation**

Evesham Township Prior Round Compliance 1987-1999 obligation		
Project Site	Credit Type	Number of Credits
Inglis House Gardens	Family rental (100% affordable)	16 +16 bonus=32
Woodview/ WhitebridgeFarm	Family rental (inclusionary)	44 +44 bonus=88
Whitebridge Village	Family for-sale (inclusionary)	46
Westbury Chase	Family for-sale (inclusionary)	10
Evesboro Downs (Maresfield Ct)	Family for-sale	1
Group Homes	Alternative living arrangements	35 +35 bonus= 70
RCAs	RCA	199
Elmwood House	Age Restricted Rental	81+13 bonus
<b>Total</b>		<b>540</b>
<b>Surplus above Prior Round Obligation of 534</b>		<b>6<sup>1</sup></b>
Elmwood House (Age-Restricted)	Surplus for Round III Age-Restricted Rental	<b>8</b>

<sup>1</sup> The 6 surplus units will come from the Whitebridge Village, family for sale units.

**Exhibit B**  
**Evesham Township Prior Round Compliance (credit adjustments 2018)**  
**534 Unit Obligation**

Evesham Township Prior Round Compliance 1987-1999 obligation Prior Round Obligation of 534		
Project Site	Credit Type	Number of Credits
Inglis House Gardens	Rental (100% affordable)	16 +16 bonus=32
Woodview/ WhitebridgeFarm	Family rental (inclusionary)	44 +44 bonus=88
MEND Sharp Road <sup>1</sup>	Family Rental	26+26 bonus=52
Group Homes	Alternative living arrangements	35 +35 bonus= 70
RCAs	RCA	199
Elmwood House	Age Restricted Rental	81+12 bonus
<b>Total</b>		<b>534</b>
<b>Units to be Carried Forward to Third Round</b>		
Elmwood House (Age-Restricted)	Surplus for Round III Age-Restricted Rental	8
Whitebridge Village	Family for-sale (inclusionary)	46
Westbury Chase	Family for-sale (inclusionary)	10
Evesboro Downs (Maresfield Ct)	Family for-sale	1

<sup>1</sup> MEND Sharp Road is a 104 unit 100% affordable development that was approved and constructed in the Third Round time period. In order to maximize credit, 26 of the family rental units have been shifted to the Prior Rounds, and the remaining 78 units will be attributed to the Third Round.

**Exhibit C**  
**Evesham Township Fair Share Plan Outline**  
 Prepared by Leah Furey Bruder, PP, AICP  
 June 27, 2018

Compliance Standards Based on Round 3 Fair Share Obligation of 680				Proposed
Minimum Rental Obligation	25%	170		417*
Minimum Family Units	50%	255**		328
Maximum Age-Restricted	25%	170		146
Maximum Bonus Credits	25%	170		170

\* rental units include group homes and assisted living  
 \*\* 255 is 50% of the actual units (680-170 bonus credits= 510)

Ref #	Project Name	Block/Lot	Address	Acres	Status	Age Restrict?	For Sale or Rent	Number affordable	Density	Bonus Credits	Affordable Credits
1	Elmwood House (B'Nai B'Rith)	15.03/170	444 N Elmwood Road	3.75	Complete (total 89.81 Prior)	Yes	Rent	8		--	8
2	Sharp Road Apartments MEND/Conifer	14/2	200 Sharp Road	49.16	Complete	No	Rent	78 <sup>1</sup>	2.12 du/acre	78 Family Rental	156
3	Habitat for Humanity	28.11/2	10 Radnor Ave	.25	Under construction	No	Sale	1	n/a	--	1
4	Cornerstone at Marlton Evesham Family Apartments (Walters Group)	36/2.03	4 Executive Drive	8.679	Site Plan approved	No	Rent	64	7.4 du/acre	64 Family Rental	128
5	Beneficial Bank property (Habitat for Humanity)	16/3	387 Evesboro-Medford Rd	11.27	Concept	No	For Sale	4	TBD	--	4
6	Evesham Senior Apartments (Walters Group)	2.06/2	16 Stow Road	2.32	Site Plan approved	Yes	Rent	68	29.3 du/acre	--	68
7	Homestead at Evesham/ Lippincott Site	24.24/2	405 Lippincott Dr	5.52	Previously Approved/ to be Amended	Yes	Rent	23		--	23

<sup>1</sup> Sharp Road Apartments includes 104 units. In order to maximize credits in the Prior Round additional rental units were needed, therefore 26 of the Sharp Road Apartment units are being counted for the Prior Round and 26 for sale units from the prior round are being counted toward the Third Round.

Ref #	Project Name	Block/Lot	Address	Acres	Status	Age Restrict?	For Sale or Rent	Number affordable	Density	Bonus Credits	Affordable Credits
8	Brightview at Evesham	2.01/8.01	170 Greentree Rd	10.64	Phase I complete (17) Phase II approved (6)	Yes	Rent	23	18.89 du/acre	--	23
9	Artis Senior Living	24.23/1	302 Lippincott Dr	5.1	Complete	Yes	Rent	6	13.33 du/acre	--	6
10	Capitol Seniors	36/2.04 & 2.05	3 & 5 Executive Drive	10.8	Concept	Yes	Rent	8 AL/MC onsite plus PIL	--	--	8
<b>Supportive/Special Need</b>											
11	Oaks Integrated Care	11.42/92.02	100-A Barn Road	.49	Complete	No	Rent	4 bedroom	n/a	--	4
12	Various Group Homes				Complete	No	Rent	24 bedrooms after 1999	n/a	--	24 <sup>2</sup>
13	Community Options, Inc	12/6.09	83 N Locust Ave		Complete	No	Rent	4 Bedroom	n/a	--	4
14	Community Options (McKenna Site requirement)	117/6.01	38 Fourth Street		Concept	No	Rent	4 bedroom	n/a	--	4
<b>Manager Affordable</b>											
15	New Road Real Estate/Tamurro	4.07/8.01	37 S Maple Ave	.26	Complete	No	Rent	3	--	--	3
16	Wiley Mission	26/6	99 East Main St	52.5	Pending	Yes	Rent	10 bed/units	--	--	10
17	Various Apts/Condos	Various	Various	TBD	Proposed	No	Both	19	--	--	19
<b>Inclusionary/Condos</b>											
18	Whitebridge Village	17/7.01 & 9	Quail, Rabbit Run, Squirrel Roads		Complete	No	Sale	46	--	--	46
19	Westbury Chase				Complete	No	Sale	10	--	--	10
20	Evesboro Downs				Complete	No	sale	1	--	--	1
21	Fieldstone/Barclay Chase	16/1.06	880/890 Route 70 East	20.5	Under construction	No	Rent	33	13.2 du/acre	28	61
22	Renaissance Square	27.02/1.2	101 Route 70 East	20.93	Under Construction	No	Rent	34	16.15 du/acre	--	34
23	Harvest House Mansion Site	4.18/4.5	52 East Main Street	1.2	Pending approval	No	Rent	8	44 du/acre	--	8
24	McKenna Redevelopment Site (see Comm Options above)	4.10/5.01	63 East Main Street	.61	Proposed	No	Rent	(off site group home)	31 du/acre	--	(See #14 above)
25	Winding Brook/ Krysta Enterprises	14/3	170 Sharp Road	28.4	Under construction	No	For Sale	6	2.32 du/acre	--	6

<sup>2</sup> There are at least 24, but possibly more eligible group home bedrooms.

Ref #	Project Name	Block/Lot	Address	Acres	Status	Age Restrict?	For Sale or Rent	Number affordable	Density	Bonus Credits	Affordable Credits
26	Berkshire Woods/ Testa Site	15/11.03, 11.04, 11.05	518, 522, 526 N Elmwood Rd	28.57	Under construction	No	For Sale	6	2.38 du/acre	-	6
27	Public Works Yard	16/1.03	501 Evesboro-Medford Road	5	Proposed Zoning Redevelopment	No	Rent	15	20 du/acre	-	15
TOTAL								510		170	680



**Exhibit B:**  
**List of Rehabilitated Units**

**Rehabilitated Units**

<b>Street Address</b>	<b>Major Systems Repaired</b>
63 Dorchester Circle	Roof and windows
55 Blanchard Road	Windows, exterior, doors, steps
119 Walnut Avenue	Water heater, drainage
119 Crown Prince Dr	Roof and windows
46 4 <sup>th</sup> Street	HVAC
6 Boswell Road	HVAC, sewer line, hot water
178 Kenilworth Road	Electrical system and windows
6 Margy Lane	Roof
10 Buckingham Road	Roof and windows
307 Fern Drive	Exterior house and roof
75 Dorchester Circle	Windows, roof, electrical system, handrail
19 Waterview Court	Heater
338 Shady Lane	Heater
217 Lakeshore Drive	Heater
51 King Avenue	Heater

**Exhibit C:**  
**List of Prior Round and**  
**Third Round Group Homes**

### List of Group Homes

<b>Prior Round</b>		
<b>Group Homes</b>	<b>Beds</b>	<b>Bonus</b>
Oaks – 52 North Maple	3	3
Bancroft – 28 S. Elizabeth	4	4
Bancroft – 8 Elmgate	4	4
Community Options – 102 Greenbrook	4	4
Community Options – 35 Hanover	4	4
Community Options – 38 Fourth Street	4	4
Community Options – 83 North Locust	4	4
QMA – 15 Evans	4	4
QMA – 28 Pelham	4	4
Durand Academy – 38 Hawk	4	4

<b>Third Round</b>		
<b>Group Homes</b>	<b>Beds</b>	<b>Bonus</b>
Bancroft – 1506 Roberts	3	
Allies Inc. – 14 Overington	4	
Family Services – 7 Gaylord	3	
QMA – 305 N. Elmwood	3	
Family Service – 100 Barn	4	
Allies Inc. – 8 Radnor	4	
Community Options – 151 Carlton	4	
Community Options – 58 Longhurst	3	
Occup. Train Cent. – 1 Longhurst	4	
Occup. Train Cent. – 42 Concord	4	
QMA – 140 Laurel	3	
Oaks – 239 Chestnut	4	
Oaks – 100-A Barn	3	
Oaks – 538 Kettle Run	4	
Bancroft – Cedar	4	
Bancroft – Elberta	3	
Bancroft – Tenby	4	
Bancroft – Red Haven	3	
Bancroft – Harvest	3	
Bancroft – 1505 Roberts	3	

**Exhibit D:**  
**List of RCAs**

**List of RCAs**

<b>Project</b>	<b>Credits</b>	<b>Year</b>
Gloucester City	40	2000
Gloucester City	12	1999
Pemberton Township	10	2002
Pemberton Township	3	2003
Burlington City	10	2006
Beverly City	10	2006
Beverly City	50	2005
Palmyra	47	2005
Palmyra	17	2005

**Exhibit E:**  
**List of Extensions of**  
**Expiring Controls**

**List of Extensions**

<b>Address</b>	<b>Date of Extension</b>	<b>Length</b>
1108 Maresfield Court	November 28, 2008	At least 30 years*
401 Quail Road	October 29, 2019	At least 30 years
407 Quail Road	December 28, 2018	Perpetual
1101 Squirrel Road	December 21, 2018	Perpetual
1207 Squirrel Road	September 25, 2018	At least 99 years
1307 Squirrel Road	February 9, 1996	At least 99 years
911 Rabbit Run Road	June 10, 2002	At least 99 years
2511 Rabbit Run Road	August 1, 2018	At least 99 years

\*Evesham has agreed that if it ever elects to release the control, it will not be before January 1, 2044.



**Exhibit F:**  
**FY2021 Regional Income Limits**

**2021 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE**

Income limits not officially adopted by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. Additional information about AHPNJ income limits is posted on AHPNJ.org

		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** Sales***	Regional Asset Limit****
<b>Region 1</b> Bergen, Hudson, Passaic and Sussex	Median	\$72,846	\$78,050	\$83,253	\$93,659	\$104,066	\$108,229	\$112,391	\$120,717	\$129,042	\$137,367		
	Moderate	\$58,277	\$62,440	\$66,602	\$74,928	\$83,253	\$86,583	\$89,913	\$96,573	\$103,233	\$109,894	1.6%	\$201,229
	Low	\$36,423	\$39,025	\$41,626	\$46,830	\$52,033	\$54,114	\$56,196	\$60,358	\$64,521	\$68,684	8.46%	
	Very Low	\$21,854	\$23,415	\$24,976	\$28,098	\$31,220	\$32,469	\$33,717	\$36,215	\$38,713	\$41,210		
<b>Region 2</b> Essex, Morris, Union and Warren	Median	\$75,331	\$80,711	\$86,092	\$96,854	\$107,615	\$111,920	\$116,224	\$124,834	\$133,443	\$142,052		
	Moderate	\$60,265	\$64,569	\$68,874	\$77,483	\$86,092	\$89,536	\$92,980	\$99,867	\$106,754	\$113,642	1.6%	\$206,459
	Low	\$37,665	\$40,356	\$43,046	\$48,427	\$53,808	\$55,960	\$58,112	\$62,417	\$66,721	\$71,026	2.00%	
	Very Low	\$22,599	\$24,213	\$25,828	\$29,056	\$32,285	\$33,576	\$34,867	\$37,450	\$40,033	\$42,616		
<b>Region 3</b> Hunterdon, Middlesex and Somerset	Median	\$86,240	\$92,400	\$98,560	\$110,880	\$123,200	\$128,128	\$133,056	\$142,912	\$152,768	\$162,624		
	Moderate	\$68,992	\$73,920	\$78,848	\$88,704	\$98,560	\$102,502	\$106,445	\$114,330	\$122,214	\$130,099	1.6%	\$234,592
	Low	\$43,120	\$46,200	\$49,280	\$55,440	\$61,600	\$64,064	\$66,528	\$71,456	\$76,384	\$81,312	3.10%	
	Very Low	\$25,872	\$27,720	\$29,568	\$33,264	\$36,960	\$38,438	\$39,917	\$42,874	\$45,830	\$48,787		
<b>Region 4</b> Mercer, Monmouth and Ocean	Median	\$76,469	\$81,931	\$87,393	\$98,317	\$109,242	\$113,611	\$117,981	\$126,720	\$135,460	\$144,199		
	Moderate	\$61,175	\$65,545	\$69,915	\$78,654	\$87,393	\$90,889	\$94,385	\$101,376	\$108,368	\$115,359	1.6%	\$205,486
	Low	\$38,235	\$40,966	\$43,697	\$49,159	\$54,621	\$56,806	\$58,990	\$63,360	\$67,730	\$72,099	0.00%	
	Very Low	\$22,941	\$24,579	\$26,218	\$29,495	\$32,772	\$34,083	\$35,394	\$38,016	\$40,638	\$43,260		
<b>Region 5</b> Burlington, Camden and Gloucester	Median	\$67,620	\$72,450	\$77,280	\$86,940	\$96,600	\$100,464	\$104,328	\$112,056	\$119,784	\$127,512		
	Moderate	\$54,096	\$57,960	\$61,824	\$69,552	\$77,280	\$80,371	\$83,462	\$89,645	\$95,827	\$102,010	1.6%	\$179,028
	Low	\$33,810	\$36,225	\$38,640	\$43,470	\$48,300	\$50,232	\$52,164	\$56,028	\$59,892	\$63,756	0.00%	
	Very Low	\$20,286	\$21,735	\$23,184	\$26,082	\$28,980	\$30,139	\$31,298	\$33,617	\$35,935	\$38,254		
<b>Region 6</b> Atlantic, Cape May, Cumberland, and Salem	Median	\$57,458	\$61,562	\$65,666	\$73,874	\$82,083	\$85,366	\$88,649	\$95,216	\$101,782	\$108,349		
	Moderate	\$45,966	\$49,250	\$52,533	\$59,100	\$65,666	\$68,293	\$70,919	\$76,173	\$81,426	\$86,679	1.6%	\$153,730
	Low	\$28,729	\$30,781	\$32,833	\$36,937	\$41,041	\$42,683	\$44,325	\$47,608	\$50,891	\$54,175	0.00%	
	Very Low	\$17,237	\$18,469	\$19,700	\$22,162	\$24,625	\$25,610	\$26,595	\$28,565	\$30,535	\$32,505		

*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 rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3 (Consumer price Index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, 2017, 2018, 2019 or 2020 because of the lack of authority to do so, may increase rent by up to the applicable combined percentage including 2021 or 9.0% whichever is less in accordance with N.J.A.C. 5:97-9.3(c). In no case can rent for any particular apartment be increased more than one time per year.

\*\*\* This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). 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.

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 for Regions 4, 5, and 6 in 2020 were higher than the 2021 calculations, the 2020 income limits will remain in force for 2021 (as previously required by N.J.A.C. 5:97-9.2(c)).