EVESHAM TOWNSHIP
Burlington County, New Jersey

Housing Element and Fair Share Plan
January 2010

Adopted by the Evesham Township Planning Board on January 21, 2010 (Resolution #PB 10-42)

Endorsed by the Evesham Township Council on February 16, 2010 (Resolution #22-2010)

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I. INTRODUCTION

A. Council on Affordable Housing (COAH) Overview

The New Jersey Supreme Court ruled in 1975, in a decision now commonly referred to as "*Mount Laurel I*", that developing municipalities in New Jersey have a constitutional obligation to provide a "realistic opportunity" for the construction of low and moderate income housing.

In 1983, frustrated with the lack of voluntary compliance, the Supreme Court sought to create an incentive for voluntary compliance in its "Mount Laurel II" decision. In this decision, the Supreme Court exposed municipalities that refused to comply voluntarily to the possibility of builder's remedy relief.

In 1985, in response to the flood of builder's remedy lawsuits filed in the wake of Mount Laurel II, the Legislature adopted the Fair Housing Act (N.J.S.A. 52:27D-301 et. seq.) (hereinafter "FHA"). The FHA created the New Jersey Council on Affordable Housing (COAH) and charged COAH with the responsibility of adopting regulations by which municipalities could determine their fair share responsibilities and the means by which they could satisfy those responsibilities.

The Legislature, like the Supreme Court, sought to promote voluntary compliance. Specifically, in addition to the avenues of voluntary compliance available prior to the enactment of the FHA, the Legislature empowered municipalities to submit to COAH's jurisdiction and voluntarily comply under the protections of the COAH process.

Pursuant to the FHA, COAH adopted regulations for all three housing cycles. It adopted regulations for the first housing cycle in 1986. It adopted regulations for the second housing cycle in 1994. It adopted regulations for the third housing cycle in 2004.

As to these 2004 regulations, COAH defined round three to cover the time period from 1999 to 2014, since the first and second rounds covered the period from 1987 to 1999. The Round III affordable housing delivery period was to run from January 1, 2004 through January 1, 2014. The third round rules were based upon a new methodology that provided for affordable housing as a "growth share" instead of assigning an absolute number to each municipality as had been done in prior rounds. The "growth share" approach created a nexus between the production of affordable housing and future residential and non-residential development within a municipality, the principle being that municipalities should provide affordable housing opportunities proportionate to their market rate residential growth, and that along with employment opportunities there should be proportionate opportunities for affordable housing. Each municipality was required to project the amount of residential and nonresidential growth that would occur during the period 2004 through 2014 and prepare a plan to provide one affordable housing unit for every 8 market rate housing units developed and one affordable housing unit for every 25 jobs created.

In January 2007, the New Jersey Appellate Division invalidated key aspects of COAH's third round rules and ordered COAH to propose and adopt amendments to its rules to address the deficiencies it had identified. COAH's new Round III rules were adopted on May 6, 2008, with amendments adopted on September 22, 2008 that became effective on October 20, 2008. In 2004, COAH established the total housing need for the state at 52,747 units, but in 2008 increased the statewide need to 115,666 units. Changes to the Fair Housing Act were also adopted in the summer of 2008 (P.L. 2008 c. 46 on July 17, 2008). The legislation that

effectuated these changes is commonly referred to as "the Roberts Bill". COAH has not yet proposed regulations to implement the Roberts Bill, although COAH has offered some guidance on the implementation of the new law via a letter from the Executive Director to New Jersey mayors. Many representative entities, individual municipalities, and various developers filed appeals challenging the new round three regulations adopted in May of 2008 and amended in September of 2008. Those challenges could easily result in radical changes to the current regulations. In addition, COAH has not even proposed, much less adopted, regulations to implement the Roberts bill, which among other things calls for the provision of affordable housing in residential projects in the Pinelands.

As a result of the new Round III regulations adopted in 2008, the Round III time period now runs from 2004 through 2018, meaning that even though it is now January of 2010, growth share is calculated based on development that has occurred between 2004 and the present, and that which is projected to occur through the end of 2018. The delivery period is therefore from 2010 through 2018. The new rules have provided new methodology and new ratios, to require one affordable housing unit for every four (4) market-rate housing units developed, and one affordable housing unit for every sixteen (16) jobs created. Municipalities must "plan for" the projected affordable housing need, but will only be required to provide the affordable housing based upon actual growth, which will be monitored every two years following plan approval.

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

B. Evesham Township's Recent Affordable Housing History

Pursuant to the first iteration of COAH regulations adopted in 2004, Evesham faced a fair share of 727 units consisting of a 0-unit rehabilitation component, a 534-unit prior cycle component, and a 193 -unit growth share obligation.

The Township voluntarily complied with this obligation. It prepared and adopted a Housing Element and Fair Share Plan consistent with COAH's "original" Round III rules. It submitted the plan to the Court for an initial review by the Court-appointed Special Master. The Master reviewed the plan and issued a planning report on April 11, 2006. After considering the Special Master's comments, the Planning Board adopted an amended plan on August 17, 2006 and submitted it to the Court and the Special Master for final review and approval. The Court was in the process of scheduling the plan -- which complied with COAH's initial round three regulations -- for a Compliance Hearing at which point there would have been every reason for the Court to approve the plan.

Before the Court could conduct the hearing and approve the plan, however, the Appellate Division substantially invalidated COAH regulations. As noted above, the Appellate Division issued its ruling in January of 2007and ordered COAH to propose and adopt amendments to the rules to address various deficiencies. Instead of adopting curative regulations in six months as required by the Court, COAH didn't even propose amended regulations until January of 2008.

Upon review of these new rules, Judge Sweeney correctly determined that the new rules would almost certainly be appealed, and that these appeals could easily result in yet another set of amended regulations. Given this continued uncertainty with COAH's regulations, Judge Sweeney decided that it would be prudent for the Township to wait for the appellate process to unfold to avoid requiring the Township to adopt yet another plan to conform with regulations that would likely be amended again. Thus, on February 22, 2008, Judge Sweeney entered an order granting the Township temporary immunity from all exclusionary zoning lawsuits while this process unfolded. Specifically, the Order stated:

> The schedule for the preparation and submission of Evesham Township's third round Compliance Plan shall be subsequently established by the Court when it becomes clearer whether COAH's revised and reproposed rules are adopted, appealed, stayed, sustained or invalidated.

Through this Order, Judge Sweeney sought to facilitate the Township's desire to comply voluntarily, while avoiding the waste of finite public resources by allowing the laws to stabilize before requiring the Township to formulate and seek approval of yet another plan.

During this period of immunity, the Township did not halt its affordable housing activities. To the contrary, the Township continued its proactive approach to the provision of affordable housing. For instance, the Township acquired and rezoned the MEND site for a 100 percent affordable project, provided funding for infrastructure to serve the project, and assisted the non-profit in securing tax credits to build the project. The planning board approved the project for development. As a result of these efforts, by 2009, the 104-unit, 100% affordable, municipally-sponsored MEND project was completed. This project was awarded the Governor's Excellency in Housing award at the Governor's Housing Conference on September 23, 2009, and was described by the Commissioner of the DCA as "a perfect example of how the public and private sector along with nonprofit organizations can come together to create quality affordable housing units. This project is a model what a[n affordable housing] project can be." In addition, in 2009, the Township amended Ordinance 10-6-2007 to facilitate the development of Homestead at Evesham, a congregate care facility for senior citizens consisting of 150 total units (106 independent living and 44 assisted living), which will include 32 units for low and moderate income persons. Subsequent to the amendment of the Ordinance, the developer received minor subdivision approval and preliminary site plan approval from the Evesham Township Planning Board on August 20, 2009.

Through the actions described above, the Township sought to facilitate the production of affordable housing while it awaited a resolution of the many challenges to COAH regulations.

Notwithstanding the Township's commitment to the provision of affordable housing as demonstrated by its actions, one developer sought to force the Township to move forward to adopt a second round three plan in spite of the serious uncertainty in the law. Specifically, MiPro Homes intervened into the Township's declaratory action, and asked Judge Ronald E. Bookbinder, A.J.S.C., the new judge presiding over review of Evesham's Fair Share Plan, to force the Township to adopt an amended Plan. In addition to representations by Mipro's legal counsel, MiPro's counter-claim against the Township makes clear that the developer ***does not*** seek a builder's remedy.

In response to MiPro's suit, the Township noted that the February 22, 2008 immunity order empowered the Court to direct the Township to submit a plan at any time; and that it was perfectly willing to adopt and seek approval of yet another plan now, even though the February

22, 2008 immunity order gave Judge Bookbinder the right to await the outcome of the appellate process before establishing a deadline to file a new plan. Since Judge Sweeney had entered the immunity order in February of 2008 and since the Township was in compliance with that Order, the Township emphasized that it should be free to voluntarily comply under the protections of that Order at such point as the Court deemed appropriate without being leveraged by MiPro.

On November 9, 2009, Judge Bookbinder entered a Case Management Order creating a deadline of February 1, 2010, later extended to February 3, 2010, for the Township to file a new plan based upon COAH's current regulations. The November 9, 2009 Order further noted that the immunity order entered by Judge Sweeney on February 22, 2008 remains valid and intact: "Pursuant to the Order entered by Honorable John A. Sweeney, A.J.S.C. on February 22, 2008, the Township's immunity from the filing of any Mount Laurel exclusionary zoning lawsuits continues to remain valid and in force."

In view of the above, the Township has formulated a Housing Element and Fair Share Plan that at once complies with current laws and also has sufficient flexibility to empower the Township to adjust course as the laws evolve. In this regard, the law is even more uncertain now than when Judge Sweeney entered the immunity order on February 22, 2008. Not only has the Appellate Division heard oral argument on December 1, 2009 to the 22 appeals to COAH regulations, but also the citizens of New Jersey elected a new Governor on November 3, 2009. The new Governor has pledged to make substantial changes to our affordable housing laws. Finally, COAH and the Pinelands Commission have not yet adopted regulations to implement the Roberts Bill which requires at least 20 percent of all residential projects in the Pinelands to be affordable, as long as the project would be economically feasible. Thus, the laws will undoubtedly change yet again as Judge Sweeney anticipated on February 22, 2008 and the current plan is sufficiently flexible to empower the Township to adjust to changing laws, while complying with current laws.

Notwithstanding the uncertainty in the law, as yet another demonstration of its commitment to voluntary compliance and to do whatever is necessary to maintain the protections of the February 22, 2008 Order, the Township has formulated this COAH-compliant plan. It is exactly because the Township has done so much to provide affordable housing under the protections of the immunity order that the Township can now comply with the current COAH regulations, while maintaining all the flexibility COAH regulations provide.

C. Housing Element and Fair Share Plan Requirements

In accordance with Municipal Land Use Law, N.J.S.A. 40:55D-28, a municipal master plan must contain at a minimum two elements – the first is a statement of goals and objectives, principles, assumptions, policies and standards upon which the proposals for the physical, economic and social development of the master plan are based, and the second is the Land Use Element. The Land Use Element must show its relationship to the first element, show existing and proposed development, and state the relationship of this development to the existing and proposed zone plan and zoning ordinances. Additionally in accordance with N.J.S.A. 40:55D-62, the governing body cannot adopt zoning ordinances until the Land Use Element and the Housing Element are adopted. Further, the Fair Housing Act, N.J.S.A. 52:27D-310, requires that any municipality participating in COAH's process must adopt a Housing Element and Fair Share Plan.

The Housing Element will review and analyze the Township's housing stock, demographic and

employment characteristics, providing the foundations for the Fair Share Plan, which will demonstrate how the Township will endeavor to provide for its Fair Share affordable housing obligation. The Housing Element and Fair Share Plan must provide an analysis demonstrating that the plan presents a realistic opportunity to meet the Township's housing obligations and identify which ordinances must be revised to incorporate the provisions for low and moderate income housing. A municipality's housing element must be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs, with particular attention to low and moderate income housing.

The Township must prepare and submit both a Housing Element (an element of the Master Plan) and Fair Share Plan (describing how the Township will address the obligation). The requirements of the Housing Element are outlined below (N.J.A.C. 5:97-2.1, 2.3 and N.J.S.A. 52:27D-310). The Housing Element in Section II is organized to be consistent with COAH's application form.

1. **Housing Element Requirements from the Fair Housing Act**

    a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;

    b. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;

    c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;

    d. An analysis of the existing and probable future employment characteristics of the municipality;

    e. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing; and

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

2. **Housing Element and Fair Share Plan Requirements from COAH's rules**:

    a. The household projection provided in Appendix F of COAH's rules

b. The employment projection provided in Appendix F of COAH's rules

c. The municipality's prior round obligation provided in Appendix C of COAH's rules

d. The municipality's rehabilitation share provided in Appendix B of COAH's rules.

e. The projected Growth Share in accordance with the procedures in N.J.A.C. 5:97-2.4

f. Supporting information including the most recent municipal zoning ordinance, and a copy of the township's tax maps

g. Other documentation deemed necessary by COAH to facilitate the review of the Housing Element.

D. Evesham Township at a Glance

The land area of Evesham Township is 29.7 square miles or approximately 19,008 acres and is located in western Burlington County. Evesham Township is bordered by Cherry Hill Township and Voorhees Township to the east, Berlin Township and Waterford Township to the south, Medford Township to the east and Mount Laurel Township to the north. Evesham Township's location in Burlington County is shown on **MAP 1**. Approximately 16.35 square miles (55%) of Evesham Township is within the Pinelands Area. As a result of the Pinelands Area designation, and the environmental constraints within the designated area, the Township has developed with a suburban/urban character in the north and western portions of the Township, particularly along the Route 73 and Route 70 corridors, and with a more rural character in the southern and eastern portions of the Township. The Pinelands Area in Evesham is shown on **MAP 3A.**

The July 1, 2008 population estimate for Evesham Township is 45,306 persons according to the New Jersey Department of Labor and Workforce Development (based on 2000 U.S. Census Bureau data and the number of certificates of occupancy, less any demolition permits, multiplied by the average number of persons per unit). At the time of the 2000 Census the Township population was 42,275 people. The 2010 Census figures will provide more certainty about the current population.

Evesham Township was established in 1688 and was incorporated in 1692. At that time Evesham included parts of present–day Mount Laurel, Medford, Lumberton, Hainesport, Shamong and Washington Townships. The Township was divided a number of times in the 1800s and reached its current size in 1872. In the 1800s Old Marlton Village was given its name and was the center of commerce and civic activity in Evesham until the post World War II building boom resulted in the gradual development of dispersed housing developments.

E. Evesham Township's Fair Share Obligations

COAH's substantive rules have provided projection of housing and employment growth based on the allocation of growth projections for the counties to the municipalities. The methodology indicates that the allocation of projected growth to the municipalities was based on both historical trends and an analysis of physical growth capacity (i.e. a municipality approaching build-out cannot continue to grow at the same rate it has in the past). COAH's vacant land analysis for Evesham overestimated the amount of developable land by including some areas within the right-of-way of Route 70 and other roads, some areas owned by the Township or other public entities and some areas already developed with homes. COAH's vacant land layer is shown on **MAP 8**.

COAH's rules require that one affordable housing unit must be provided for every four market rate residential dwellings created (a ratio of 1:4 or 20%) and one affordable housing unit must be provided for every 16 jobs created (a ratio of 1:16). The Township must plan for the housing obligation attributable to non-residential growth. However, developers of non-residential uses are only required to pay the Statewide Mandatory Development Fee, which is 2.5% of equalized assessed value of the land and improvements. Moreover, even this obligation from non-residential development is currently suspended as part of the New Jersey Economic Stimulus Act of 2009. In the event this moratorium is lifted, the funds collected may be used to assist in funding the implementation of the Township's Fair Share Plan in accordance with a Spending Plan that will be included as an Appendix to this plan.

Below are the Fair Share numbers assigned to Evesham Township by COAH including: the rehabilitation share found in Appendix B of COAH's rules, the prior round obligation from Appendix C of COAH's rules, and the projected growth share from Appendix F; together representing the Township's cumulative obligation.

Evesham Township Cumulative Affordable Housing Obligation COAH Workbook A	
Rehabilitation Share (from COAH Appendix B)	5 units
Prior Round Obligation (new construction for rounds I and II) (from COAH Appendix C)	534 units
Growth Share 2004 to 2018	365 for residential growth
	202 for employment growth
	567 Growth Share Total
Total Obligation	1,106 Total Units all Rounds

The table below is a summary of the Township's compliance with the prior round fair share obligations. This information is based on a review of the 1998 and 2006 Fair Share Plans. There is an 11-unit inconsistency between the table below and the 2006 Fair Share Plan, because the last 11 Regional Contribution Agreement (RCA) transfers that were anticipated in the 2006 Plan were not accomplished before the RCA was eliminated by the Legislature as a compliance mechanism (made illegal by the July 2008 Fair Housing Act amendments). The 11-unit RCA in question is not included below.

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
Total		**540**
Surplus above Prior Round Obligation of 534		**6**[1]
Elmwood House (Age-Restricted)	Surplus for Round III Age-Restricted Rental	**8**

[1] The 6 surplus units will come from the Whitebridge Village, family for sale units.

II. HOUSING ELEMENT ANALYSIS

Except when more recent reliable data is available, 2000 Census data has been utilized for demographic and housing data analysis. It is now 2010 and a new decennial Census will be taken later this year. Much of the 2000 Census data is now outdated, but it must be relied upon for lack of a superior alternative. The Housing Element subsections correspond to the requirements of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-310).

A. Existing Housing Stock

An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low and moderate income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards.

According to the Census, in 2000 there were 16,324 year-round housing units in Evesham Township, of which 15,712 were occupied and 612 were vacant, which is a vacancy rate of 3.7%. Evesham has a population density of 1,423.4 people per square mile. The US Census population estimate for 2008 is 45,306. Assuming the estimate is accurate, this represents an increase of 3,031 people since the 2000 Census was taken.

1. Age of Housing Stock

Evesham Township is similar to the majority of the adjoining municipalities in that a significant portion of its housing stock was built during the period between 1980 and 1989, and the median year for housing unit construction is 1983. Just 40% of Evesham Township's housing stock existed prior to 1980.

	Persons Per Household at 2000 Census	% Housing Stock Built 1939 or Earlier	Median Year Structure Built
Evesham Township	2.68	0.9	1983
Mount Laurel Township	2.41	1.8	1983
Cherry Hill Township	2.61	3.3	1967
Voorhees Township	2.60	2.1	1983
Medford Township	2.77	5.3	1978
Burlington County	2.65	11.8	1971

Source: U.S. Census Bureau, 2000 Census

Evesham Township Age of Housing Stock		
Year Constructed	**Number of units**	**Percent of Total Units in 2000 (16,324 units)**
1999 to March 2000	766	4.7%
1995 to 1998	1,351	8.2%
1990 to 1994	1,985	12.1%
1980 to 1989	5,779	35.2%
1970 to 1979	3,493	21.3%
1960 to 1969	2,020	12.3%
1940 to 1959	867	5.3%

According to the residential building permit data from the U.S. Bureau of the Census for New Jersey, compiled by the New Jersey Department of Labor, 1,913 residential certificates of occupancy were issued between 2000 and 2008 in Evesham Township. 1,436 of the permits were for single family residential structures, and 477 of the permits were for multi-family residential structures.

2. Condition and Substandard Units

Of the 16,324 housing units in existence at the time of the 2000 Census, seven (7) units were reported to be without complete plumbing facilities. An assessment of the number of substandard units capable of being rehabilitated may be made by considering the number of homes without complete plumbing and kitchen facilities since this information is provided in the Census sample data, but there are other factors to consider as well. Occupied housing units with a low market value relative to the average in the area may be an indicator of potential for rehabilitation. COAH has also used "crowding" and the age of the housing units to estimate the number of units in need of rehabilitation. Generally, the Township's housing stock is in good condition. Appendix B in the COAH rules indicates that there are 5 units in need of rehabilitation. The Township has been facilitating the rehabilitation of housing to assist residents of modest means for seven (7) years

3. Ownership and Rental Characteristics

A majority, 77.7 percent, of Evesham's population lived in owner-occupied housing units, while 22.3 percent of the population lived in rented housing units at the time of the 2000 census. 56.8 percent of the total housing units in Evesham Township are single family detached dwellings (rented and owned), 19.4 percent are attached housing and 23.9 percent is 2 attached units or more.

In Burlington County overall, 77.4% of occupied housing units are owner occupied and 22.6 % are renter occupied. Evesham has a slightly lower percentage of rental units than the County but of the adjoining municipalities only Voorhees Township has a higher percentage of renter occupied dwellings.

Evesham Township Housing Ownership Characteristics							
Year Round Housing Units				Owner-occupied		Rental	
Occupied	Vacant	Seasonal	Total	No.	%	No.	%
15,712	612	39	16,324	12,214	77.7	3,498	22.3

4. Occupancy Characteristics and Housing Type

According to the 2000 US Census the vacancy rate for year round units is low in the Township, 1.3% vacancy for owner-occupied units and 6.9% vacancy for rental units. The average household size in the Township is 2.68 persons (average owner occupied household size is 2.91, and average renter occupied household size is 1.89).

The number of bedrooms in a home is often reflective of the overall size of the home. The municipalities with a newer housing stock tend to have a larger percentage of units with more bedrooms. This is reflective of the trend toward larger, more sprawling homes in America over the last several decades. Not coincidentally, along with the recent economic down turn there has been a recent surge in interest in smaller, more compact developments, which tend to be more efficient and affordable.

	Bedroom Distribution Percent of Housing Stock With:		
	One or less Bedrooms	2 – 3 Bedrooms	4+ Bedrooms
Evesham Township	10.7	55.4	33.9
Mount Laurel Township	6.8	63.9	29.3
Cherry Hill Township	10.2	46.3	43.6
Voorhees Township	20.0	43.1	36.9
Medford Township	8.0	38.2	53.8
Burlington County	11.64	58.0	30.36

Source: U.S. Census Bureau, 2000 Census

Percent Distribution of Housing Units by Structure Type Evesham Township and surrounding municipalities				
	Number of Units in Structure			
	1	2 to 9	10+	Mobile Home /Trailer/Other
Evesham Township	76.2	11.4	12.5	0.0
Mount Laurel Township	73.1	40.6	8.1	1.8
Cherry Hill Township	81.5	4.5	13.4	0.6
Voorhees Township	52.7	24.1	22.9	0.3
Medford Township	86.3	9.4	4.3	0.0
Burlington County	78.4	11.4	8.7	1.5

Source: U.S. Census Bureau, 2000 Census

5. Affordability

At the time of the 2000 Census, 27.9 percent of households renting in Evesham Township were spending more than thirty-five percent (35%) of household income on rent.[2] According to the 2006-2008 American Community Survey, 31.7% of renter households were paying more than 35% of their income on rent costs and another 11.4% were paying between 30% and 34.9% of income on rent. The median contract rent in Evesham Township in 2000 was $886. The American Community Survey (2006-2008) estimates that the median gross rent had increased to $1,204. Based on the 2009 regional income limits, a moderate income household of two in Region 5 earns up to $49,492 per year. Considering that the median contract rent in the Township was $886 in 2000, or $10,632 per year ($13,334.39 in 2009 adjusted dollars), a moderate income household of two would be spending approximately 27% of household income on rent, which is within an acceptable range.

Low income for a two person household is $31,120 or less in accordance with the 2009 Regional Income Limits, and the median contract rent is approximately 42% of the household income for a low income couple. Residential units offered for $886 rent in 2000 dollars would be generally affordable for two person moderate income households. This rental cost analysis is important in demonstrating the overall availability of affordable housing units because of the demand for affordable rentals in Evesham Township. The median cost for homeownership in Evesham was $1,501 per month or $18,012 per year at the time of the 2000 Census ($22,590.21 per year in 2009 adjusted dollars). A moderate income household of two would spend 45% of household income on homeownership. Renting in a multi-family development is generally more affordable than homeownership (especially single family homes).

One hundred and twelve of the 3,542 renter households in 2000 paid no rent in accordance with the Census data, which is not a realistic expectation, but impacts the median figure. It must also be noted that the regional income limits are for 2009 while the rent and ownership costs are eight years old (2000 Census). For this analysis we utilized the consumer price index (CPI) to adjust 2000 dollars for 2009. In the first three quarters of 2009 Burlington County was ranked 14th out of 21 New Jersey counties for the average sale price of new homes with an average sales price of $ $390,918.[3]

[2] US Census Sample Data.
[3] New Jersey Department of Community Affairs information from new Home Warranties

Selected Housing or Housing-Related Value Characteristics (2000 Census)					
	Median Value Housing	Median Contract Rent	Median Household Income	Value Income Ratio	Rental Vacancy Rate (%)
Evesham Twp	$157,000	$886	$67,010	2.34:1	6.9
Mount Laurel Twp	$161,900	$939	$63,750	2.53:1	6.7
Cherry Hill Twp	$154,900	$793	$69,421	2.23:1	6.5
Voorhees Twp	$179,500	$864	$68,402	2.62:1	9.8
Medford Twp	$213,600	$947	$83,059	2.57:1	3.7
Burlington County	$137,400	$758	$56,608	2.42:1	5.8

Source: U.S. Census Bureau, 2000 Census

B. Demographic Characteristics
An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age.

According to the 2000 US Census, between 1990 and 2000, Evesham's population increased from 35,309 people to 42,275 people, an increase of 6,966 persons or 20%. A new decennial Census will be taken in 2010. When information from the 2010 Census becomes available, the Township will amend planning reports if needed to reflect the new data. As a result of the dwindling available, developable land as well as a changing market, it is certain that population growth will not keep pace with the last several decades.

1. Historic Population Trends

Evesham Township's population increased 2,101% in the seven decades leading to the 1990 Census, increasing from 1,604 people in 1930 to 35,309 people in 1990. The most significant period of growth in Evesham was between 1960 and 1970, when the population increased by 196%. The rate of population growth was also significant in the 1950s, when the population increased by 114%. The largest absolute increase in population was between 1980 and 1990 when the population increased by 13,801 people (64%).

The table below shows the population changes from 1920 through 2008 in Evesham Township.

Evesham Township Population[4] 1930 to 2008								
1930	1940	1950	1960	1970	1980	1990	2000	2008*
1,604	1,655	2,121	4,548	13,477	21,508	35,309	42,275	45,306

* NJ Department of Labor and Workforce Development

[4] Source: United States Census Bureau, Decennial Population Counts, 1930-2000

2. Recent Population Change

Between 2000 and July of 2008, the population in the Township is estimated to have increased by 3,000 or 7 percent from 42,275 to 45, 275. [5] The recent addition of the 104 affordable housing units on Sharp Road have added additional population, which will be accounted for in the upcoming US Census.

3. Population Density

In 2000, the population density in Evesham Township was estimated to be 1,431 people per square mile, which is 2.7 times higher than Burlington County's population density overall (526 people per square mile), and less than the population density in Mount Laurel (1,844.3 people per square mile), Cherry Hill Township (2,884.9 people per square mile), and Voorhees Township (2,424 people per square mile) but greater than Medford Township (566 people per square mile). Both Evesham Township and Medford Township are partially within the Pinelands National Reserve, and limited growth within the Pinelands area will impact the overall development of these municipalities. There are areas within Evesham Township where development patterns are compact, but the Township overall is not urban in character. The population is not evenly distributed. Population is concentrated most heavily in the northwestern quadrant of the Township, with a few additional areas with population concentration, such as the Kings Grant development.

Evesham Township and Surrounding Municipalities
Density Indicators

	Acreage	Square Miles	Population per sq mile	People Employed per sq mile	Housing units per sq mile
Evesham Township	19,008	29.7	1,431.1	788.8	552.6
Mount Laurel Township	13,952	21.8	1,844.3	1002.3	787.29
Cherry Hill Township	15,616	24.4	2,884.9	1,457.3	1,116.4
Voorhees Township	7,424	11.6	2,424	1,290.2	955.2
Medford Township	25,475	39.8	566.0	285.5	204.69
Burlington County	514,944	804.6	526.2	.42	200.48
New Jersey	4,748,032	7,417.3	1,134.4	532.5	446.3

Source: Calculated from U.S. Census Bureau, 2000 Census data

[5] New Jersey Department of Labor and Workforce Development

4. Age of Population

The table below provides a breakdown of Evesham's population by age cohorts and gender in 2000. The largest age cohort is the 35-44 age bracket; with 19.5% of the total population. This is consistent with the Township's median age of 36 years. The percentage of the total population older than 65 years of age is 8.9%. The third largest age cohort is the 25-34 bracket which is the age group that would be starting families and having children. Often the 25-34 age group transitions from renting to homeownership. Fortunately there is a variety of housing types in Evesham to meet the needs of the population as it ages.

Evesham Township
Summary Population Characteristics 2000

	Number of People	% of Total
Male	20,498	48.5%
Female	21,777	51.5%
Total	42,275	100%
Under 5	3,090	7.3%
5 – 14	6,611	15.6%
15 – 24	4,340	10.3%
25 – 34	6,317	14.9%
35 - 44	8,393	19.9%
45 - 54	6,179	14.6%
55 - 64	3,595	8.5%
65+	3,750	8.9%
Median Age	36	

Source: U.S. Census Bureau, 2000 Census

5. Household Characteristics

The next table includes family and household characteristics of the Township. In 2000, there were 15,712 households in Evesham (16,324 housing units), and of those 11,346 identified as families. The average household size is 2.68 persons. The majority of the total households have two or more persons, at 77.2%; of which 84.78% are married households.

Evesham Township Summary of Household Characteristics		
	Number	% of Total Households
Family Households	11,346	72.2%
Non-Family Households	4,366	33.2%
1 Person Household	3,584	22.8%
2+ Person Household	12,128	77.2%
Married Couple Families	9,620	61.22%
Single Female Householder	2,974	8.49%
Number of Households	15,712	100%
Persons Per Household	2.68	

Source: U.S. Census Bureau, 2000 Census

6. Income Level

The 1999 income statistics presented in the table below indicate that incomes in Evesham are somewhat higher than Burlington County overall, but slightly lower than all of the surrounding municipalities except Mount Laurel. The Township had a household median income of $67,010 and a mean (average) income of $77,590 at the time of the 2000 Census, compared with the Burlington County household median income of $58,608, and mean income of $71,069. Additionally, 1.7% of Evesham families had household incomes below the federal poverty level. Among neighboring municipalities, Mount Laurel Township, Cherry Hill Township and Voorhees Township had higher percentages of families (2.5%, 2.5%, and 3.7%) with household incomes below the federal poverty level. The greatest number of Evesham households earned between $75,000 and $99,999 in 1999.

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

Evesham is located within Region Five, which includes Burlington, Camden and Gloucester Counties. The 2009 COAH income guidelines for Region Five (based on household size) range from $27,230 (one person household) to $51,348 (eight person household) for the upper limits of what is considered low income; and $43,568 (one person household) to $82,157 (eight person household) for the upper limit of what is considered moderate income. Median 2009 income for the region ranges from $54,460 to $102,696 depending on household size.

Adjusted for inflation using the Consumer Price Index (not including other factors that may

influence household income), Median household income in Evesham would be $86,867 in 2009. According to the American community survey (2006 to 2008), the median household income is estimated to be $90,880 and the mean is $102,213.

Evesham Township 1999 Household Income			
	# Evesham Households	Evesham %	Burlington County %
Less than $10,000	438	2.8%	3.9%
10,000 – 14,999	375	2.4	3.4%
15,000 – 24,999	821	5.1	8.2%
25,000 – 34,999	1,383	8.7	10.2%
35,000 – 49,999	2,381	15%	15.4%
50,000 – 74,999	3,640	22.9%	23.2%
75,000 – 99,999	2,922	18.4%	15.5%
100,000 – 149,999	2,929	18.4%	13.7%
150,000 – 199,999	554	3.5	3.5%
$200,000 +	471	3.0	2.9%

Source: U.S. Census Bureau, 2000 Census

Evesham Township 1999 Income Levels			
	Evesham Households	Evesham Families	Burlington County Households
Median Income	$63,750	$77,245	$58,608
Mean Income	$78,062	$87,266	$71,069

Source: U.S. Census Bureau, 2000 Census

Evesham Township and Surrounding Municipalities Median Income for Households and Families, 1999		
	Households	Families
Evesham Township	$67,010	$77,245
Mount Laurel Township	$63,750	$76,288
Cherry Hill Township	$69,421	$80,766
Voorhees Township	$68,402	$86,873
Medford Township	$83,059	$97,135
Burlington County	$58,608	$67,481
New Jersey	$55,146	$65,370

Source: U.S. Census Bureau, 2000 Census

Evesham Township and Surrounding Municipalities Percent Below Poverty Level		
	% Persons	% Families
Evesham Township	2.8	1.7
Mount Laurel Township	3.1	2.5
Cherry Hill Township	4.0	2.5
Voorhees Township	5.7	3.7
Medford Township	5.9	1.9
Burlington County	4.7	3.2
New Jersey	8.5	6.3

Source: U.S. Census Bureau, 2000 Census

7. Employment Status of Residents

Of the 32,206 residents aged sixteen and over in 2000, 23,430 were in the labor force. Just under two percent of the labor force in Evesham was listed as unemployed in 2000 (1.9%). The 2000 Census reported that New Jersey's unemployment rate was 3.7%. In July 2009 New Jersey's unemployment rate had reached 9.3%. Though municipal level unemployment figures are not currently available, the unemployment rate in Evesham Township has surely increased, as the recession has impacted people across industries, in all geographic areas, and across the economic spectrum.

Evesham Township residents hold a diverse array of job types. The educational, health and social services account for 21.6% of the total labor force in the township, but the mean travel time to work for Township residents is 29.5 minutes, slightly more than the Burlington County average of 28.2 minutes and is an indicator that many residents travel significant distances in their cars to get to work. There are public transportation options in and around Evesham, but many people would need to drive to commuter lots and then take public transit form there. Relatively few people walk or bike to work. Evesham Township is largely a bedroom community where residents commute to work in employment centers such as Philadelphia, but also has a significant employment base itself along the Route 70 and Route 73 corridors.

The employment data included in the U.S. Census for Evesham Township residents provides a picture of what types of work Evesham Township residents are involved in, but does not indicate where those jobs are located. As indicated in the table below, the most significant employment activities are in the educational, health, and social services with 21.6%; professional, scientific, management, administrative, and waste management services with 14.4%; and retail trade with 13.1%. This is generally consistent with the industry distribution for the surrounding municipalities and the County.

Evesham Township and Surrounding Municipalities Percentage distribution of Employment by Industry							
	Evesham		Mount Laurel	Cherry Hill	Voorhees	Medford	Burlington County
Industry Code	Jobs	%	%	%	%	%	%
1	27	0.1	0.1	0.0	0.1	0.3	0.4
2	986	4.3	4.1	3.6	2.8	6.7	5.6
3	2,087	9.2	11.5	8.9	7.8	11.8	11.0
4	1,062	4.7	4.6	4.2	4.5	5.2	4.4
5	2,992	13.1	11.7	12.1	10.3	9.7	12.0
6	923	4.1	3.6	3.2	4.5	2.8	5.6
7	766	3.4	4.3	2.9	3.9	2.8	3.4
8	2,514	11.0	11.6	10.1	10.5	9.4	8.4
9	3,269	14.4	12.9	14.8	15.8	13.8	10.6
10	4,928	21.6	21.3	25.4	23.6	25.8	21.3
11	1,387	6.1	5.4	6.4	8.1	4.2	5.6
12	829	3.6	3.5	4.1	4.6	3.7	4.1
13	1000	4.4	5.3	4.3	3.7	3.7	7.5

Source: U.S. Census Bureau, 2000 Census

Industry Code:
1 – Agriculture, Forestry, Fisheries & Mining
2 – Construction
3 – Manufacturing
4 – Wholesale Trade
5 – Retail Trade
6 – Transportation, Warehousing, Utilities
7 – Information
8 – Finance, Insurance, Real Estate, Rental
9 – Prof., Sci., Mgmt., Admin Services
10 – Educ. Health, Social Services
11 – Arts, Entertainment, Recreation, Food
12 – Other Services
13 – Public Administration

Employment of Evesham Residents			
	# Persons	% Evesham	% Burlington County
Mgmt., Prof. & Related	10,930	48.0	38.7
Service	2,200	9.7	12.7
Sales and Office	7,092	31.1	29.4
Farming, Fishing & Forestry	8	0.0	0.2
Const., Extraction & Maint.	1,158	5.1	7.6
Production, Transp. & Material Moving	1,382	6.1	11.3
Total	**22,770**		

Source: U.S. Census Bureau, 2000 Census

C. Employment

An analysis of the existing and probable future employment characteristics of the municipality.

There are a number of large corporate employers in Evesham Township as well as many smaller offices, medical and retail employers.

1. Local In-Place Employment

The 2003 NJ Employment and Wages Annual Municipality Report by Sector states that 21,506 of 23,155 jobs in Evesham Township were held in the private sector. According to this report the two largest employment fields in the Township were the retail field accounting for 17.93% of the jobs and health care and social services field accounting for approximately 17.42% of the jobs. By 2008 (the latest year available at the municipal level), the total number of jobs in Evesham had reached 25,182 jobs of which 23,319 jobs were held in the private sector. The employment field information is not available for 2008. This data counts employers covered under the New Jersey Unemployment Compensation Law and therefore does not account for jobs not covered by unemployment. The Township has jobs to housing ratio of approximately 1.5 to 1, which is an indicator that the Township is an employment center. The jobs to housing balance is often considered as a measure of sustainability and stability. A balance of 1.1 or higher indicates that at least in theory one person from each household could work within the Township. The fact is that many will still commute by choice or necessity, based on the particular requirements of the employed and the employer. The municipal jobs to housing balance also does not consider whether jobs are integrated within or close to neighborhoods, which would potentially improve quality of life for the residents by reducing costs, travel time, stress, and environmental impacts.

2. Employment Trends

COAH's analysis has indicated that Evesham will gain 3,233 jobs between 2004 and 2018. The Delaware Valley Regional Planning Commission also publishes employment projections. Since there is no existing source of municipal level 2005 employment data, DVRPC developed a methodology for 2005 municipal employment estimates. According to DVRPC's estimates employment in Evesham Township is expected to increase by 5,090 jobs from 2005 to 2035 or 22.01%. This is one of the higher percentages of change expected among municipalities in the nine-county DVRPC region. Employment in the Township will continue to grow, but the rate of change will depend on a number of factors influencing the regional economy.

	DVRPC Projected Employment Evesham Township									
Year	1990	2000	2005	2010	2015	2020	2025	2030	2035	Change 2005-35
Projected Employment	16,189	21,334	23,128	24,104	25,028	25,902	26,725	27,502	28,218	5,090

Source: DVRPC 2035 Employment Forecasts, June 2007

The vast majority of the increase in employment in Evesham Township over the last five years has resulted from new office space. In addition to some business and corporate offices, there has been a significant increase in medical office space. The Route 73 corridor has also seen significant retail development over the last 10 years. Though municipal level statistics are not available, the high unemployment rate statewide, the closing of offices, and the increase in bankruptcies point to a probable reduction in the number of jobs in the municipality over the last

two years. Most economists agree that it will take several years for employment to rebound to pre-recession levels.

3. Employment Outlook

Similar to other New Jersey Municipalities, Evesham Township has felt the impacts of the recession. The office and light industrial areas of the Township are experiencing more vacancies than they have in the past and some new retail space has been constructed and sits vacant and not occupied. The employment outlook is sure to improve consistent with the national recovery, but it may take some time. The Marlton Economic Development Advisory Commission (MEDAC) consists of a volunteer group of Evesham Township residents, business owners, banking and real estate representatives committed to assisting in the development and maintenance of a positive business environment in the community and fostering appropriate use of commercially zoned land. Recently the group has been involved in a visioning process that has solicited public participation in considering the future of the Marlton Circle area and the Marlton Village area. The notorious traffic circle is being eliminated and replaced with an overpass. This will create challenges and opportunities. The Township is working to lay the foundations for a land use plan that will seize the opportunities and support existing businesses

Currently few businesses are expanding as business owners and managers hesitate to take risks during the economic recession. Many of the large office and light industrial buildings in the Township have vacant tenant spaces. Some businesses have fallen victim to the hard economic times and have filed for bankruptcy. The Township has been supporting adaptive reuse of existing buildings in order to encourage full occupancy and maintain a dynamic economy. It will take some time for employment levels to reach their "pre-recession" levels and for developers to gain confidence in the market.

As the Township's population has grown, commercial development has followed. Though the current economic climate has created uncertainty about the potential for growth in the near term, there are a few non-residential development proposals that may be realized over the next several years. Redevelopment projects are possible in the future, but additional large scale projects are not yet known and are not anticipated prior to the first biennial plan review.

4. Projected Employment

In accordance with N.J.A.C. 5:97-2.4(b), the Township has opted to utilize the municipal household and employment projections in Appendix F of COAH's rules for planning purposes. The first table below includes COAH's employment projections for Evesham from Appendix F. The Township believes that the employment growth projections provided by COAH are higher than the employment growth that will actually occur by 2018, but growth will be monitored and actual employment numbers from large uses will be tracked in order to maintain an accurate assessment of the local employment picture. The second table below summarizes COAH's Appendix D, which includes the presumed jobs to square footage ratios for various non-residential use groups. The third table below summarizes the non- residential certificates of occupancy and demolition permits issued in the Township between 2004 and 2009; which according to COAH's Appendix D, would have created 1,486 jobs in the Township. The non-residential development that has been approved but not yet occupied was also reviewed in preparing this plan to assist in estimating the potential for growth over the next several years (Appendix R).

The actual growth share will be measured based on the square footage authorized by

permanent certificates of occupancy for new or expanded non-residential development for each use group outlined in COAH's Appendix D, provided below. In accordance with N.J.A.C. 5:96-10, growth will be monitored every two years from plan approval and will be compared to the actual provision of affordable housing. The Township intends to monitor actual employment as well as square footage so that the added employment can be assessed realistically.

COAH has developed workbooks to assist in reviewing the calculations. **Workbook A** is included as **Appendix A**

Evesham Township Projected Employment Growth as outlined in COAH's Substantive Rules and Appendices	
Employment Growth Projection 2004-2018	3,233 jobs

Summary of COAH Appendix D Use Groups for Projecting Non-Residential Growth Share N.J.A.C. 5:97			
Use Group	Description	Square Feet Generating One Affordable Unit	Jobs Per 1,000 Square Feet
B	Office buildings, banks	5,714	2.8
M	Mercantile uses- retail, shops, gas stations	9,412	1.7
F	Factories where people make, process, or assemble products	13,333	1.2
S	Storage uses, excluding parking garages	16,000	1.0
H	High hazard manufacturing, processing, generation and storage uses	10,000	1.6
A1	Assembly uses, including concert halls and TV studios	10,000	1.6
A2	Assembly uses, including casinos, night clubs, restaurants and taverns	5,000	3.2
A3	Assembly uses, including libraries, lecture halls, arcades, galleries, bowling alleys, funeral parlors, gymnasiums and museums but excluding houses of worship	10,000	1.6
A4	Assembly uses, including arenas, skating rinks and pools	4,706	3.4
A5	Assembly uses, including bleachers, grandstands, amusement park structures and stadiums	6,154	2.6
E	Schools K – 12	Exclude	Exclude
I	Institutional uses such as hospitals, nursing homes, day care facilities, assisted living facilities and jails.	6,154	2.6
R1	Hotels and motels; continuing care facilities classified as R2	9,412	1.7
U	Miscellaneous uses, including fences, tanks, barns, agricultural buildings, sheds, greenhouses, etc.	Exclude	Exclude

Evesham Township Certificates of Occupancy and Demolition NON- Residential 2004 to June 2009									
Use Group	**2004**	**2005**	**2006**	**2007**	**2008**	**2009**	**Demolitions 2004-2009**	**Net**	**Jobs**
Office (B)	137,948	40,256	120,198	25,015	19,277	5,975	1,428	347,241	972
Retail(M)	29,401	28,211	9,062	37,436	47,724	34,187	17,761	168,260	286
A-1	-	-	-	-	-	-	-	-	
A-2	-	4,178	9,009	17,907	15,892	-	15,641	31,345	100
A-3	-	-	-	-	-	-	-	-	
A-4	-	-	-	-	-	-	-	-	
A-5	-	-	-	-	-	-	-	-	
Dormitories	-	-	-	-	-	-	-	-	
Churches (exclude from A3)	-	-	-	-	-	-	-	-	
Hotel/ Motel (R1)	-	-	-	-	-	-	-	-	
Education (E)	-	-	-	980	-	-	-	980	exclude
Industrial (F)	-	-	-	-	-	-	-	-	
Institutional (I)	-	-	-	49,303	-	-	-	49,303	128
Storage (S)	-	-	-	-	-	-	-	-	-
Total Employment Growth Based on Appendix D									**1,486**

Though COAH's rules assign a number of affordable units that must be planned for, the affordable housing must only be provided proportionate to market rate housing and new jobs. **Based on the non-residential growth that has occurred between 2004 and 2009, the current non-residential growth share is 93 units.** COAH will review municipal plans every two years from plan approval. It is anticipated that COAH's first biennial review will take place in 2012. Given the sluggish economy and the uncertainty about the pace of recovery, it is difficult to project how much growth may occur over the next two to three years. The Township has projected employment growth based on the potential for completion of developments that have been approved but not yet constructed. If all of the developments listed in **Appendix R** are constructed over the next 3 years (for residential and nonresidential development), the additional obligation that will accrue to Evesham Township using the current growth share formulas will be 103 (80 for employment and 23 for residential) affordable units.

D. Projected Housing Stock

A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands.

Evesham Township's housing stock grew briskly throughout the 1970s, 1980s, and 1990s. In 1990 there were 13,268 housing units, and in 2000 there were 16,324 housing units. Between 2000 and 2008 there have been approximately 1,971[6] new housing units constructed, which will

[6] Information on Certificates of Occupancy issued between 2004 and 2008 from Township Community Development office and information posted on the DCA's New Jersey Construction Reporter for 2000 to 2003. There would be some overlap between the 2000 census figures (taken in april) and the Cos issued over the course of 2000.

increase slightly by the end of the decade, but the rate of housing unit production will be much less than it was during the Township's housing boom. It is expected that the percent change in the total number of housing units between 2000 and 2010 will be in the range of 12%. The rate of change will continue to decrease in the next decade as a result of diminishing development opportunities in unconstrained areas.

The uncertain economy makes it difficult to realistically project the timing of the remaining residential growth that may occur in Evesham. There are approximately 90 potential housing units that have been approved but not yet constructed (see Appendix R). As the Township approaches full "build out" the potential for development is reduced, as the majority of remaining vacant lands that are not already slated for development are environmentally constrained. Therefore, the potential for residential growth on undeveloped land is limited.

The vast majority of undeveloped land within Evesham is within the Pinelands Area within the Rural Development and Forest Area management areas. Some low density residential development opportunities remain in the vicinity of Braddock Mill and Kettle Run Roads, but the areas are within the Pinelands Rural Development and Forest areas, are not served by public sewers, and are often constrained by wetlands. There are some undeveloped or "under developed" lands within the residential zones outside the Pinelands and within the Pinelands Regional Growth Areas as well. The potential for residential development is explored further in section E below. Redevelopment and adaptive reuse may provide additional housing opportunities in the future, but there will likely be a delay before redevelopment becomes the primary focus since much of the existing development in Evesham is less than 50 years old.

1. Recent Historical Trends for Residential Growth and Population Growth

EVESHAM TOWNSHIP
Ten-year Historic Trend of Residential Certificates of Occupancy, Demolition Permits and Population[7]

	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008
Residential COs Issued	431	341	570	502	298	477	490	135	27	16	13	13
Demolition	1	4	3	1	6	4	2	0	1	0	1	3
Population Estimate	38,977	39,552	40,182	42,275	43,512	44,490	46,005	46,488	46,512	46,325	45,549	45,306

2. Residential Growth Projections

In accordance with N.J.A.C. 5:97-2.4(a) the residential component of the Township's projected growth share may be determined using the household projection provided in COAH's Appendix F. Below are COAH's household projections from Appendix F. COAH has developed workbooks to assist in reviewing the calculations, **Workbook A** is included as **Appendix A** of this plan.

[7]Population estimate data for 1997 to 2008 is from New Jersey Department of Labor and Workforce Development. Co and demolition data for 1997-2003 is from the New Jersey Construction Reporter, and from 2004 through 2008 is from the Evesham Township Community Development Office.

Evesham Projected Residential Growth as outlined in COAH's Substantive Rules and Appendices	
Household Growth Projection 2004-2018	1,825 units
Residential Growth Share Obligation	365 affordable units

The residential certificates of occupancy issued between 2004 and 2008 are reviewed below to provide a frame of reference for the affordable housing obligation that has already accrued.

Evesham Township Residential Certificates of Occupancy and Demolition Permits Issued 2004 to June 2009[8]							
	2004	**2005**	**2006**	**2007**	**2008[9]**	**2009[10]**	**Total**
Residential COs Issued	135	27	16	13	13	0	204
Demolitions	0	1	0	1	3	1	6
Net	135	26	16	12	10	0	**199**

The current residential growth share based on residential development that has occurred between 2004 and 2009 is 50 units. The COs issued for the MEND Sharp Road affordable housing site were not counted since they do not accrue an obligation (104 COs were issued for the MEND site in 2008 and 2009). There are several approved subdivisions in residential zones and a few potential minor subdivisions that may result in 90 additional residential units if and when they are built. There are a few additional sites that may be suitable to accommodate residential development when the housing market rebounds and pursuit of approvals again becomes financially viable. However, it is extremely unlikely that COAH's 1,825 housing unit projection will be realized by 2018.

[8] Information about residential COS was obtained from the Township for 2004 through 2009.
[9] The 104 residential COs for the MEND 100% affordable housing site on Sharp Road was not included in the calculation, as the affordable units do not create a growth share obligation.
[10] The 104 residential COs for the MEND 100% affordable housing site on Sharp Road was not included in the calculation, as the affordable units do not create a growth share obligation.

E. Fair Share Obligation

A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing.

1. Fair Share

The new "growth share" methodology for Round III provides that for every 4 market rate housing units, one affordable unit must be provided, and for every 16 new jobs created one affordable unit must be provided. The non-residential ratio is based on the average number of jobs created per square foot of space based on the use group. The COAH projections estimate that Evesham Township will gain 1,825 housing units and 3,233 jobs between 2004 and 2018.

Evesham Township Cumulative Affordable Housing Obligation COAH Workbook A	
Rehabilitation Share (from COAH Appendix B)	5 units
Prior Round Obligation (new construction for rounds I and II) (from COAH Appendix C)	534 units
Growth Share 2004 to 2018	365 for residential growth
	202 for employment growth
	567 Growth Share Total
Total Obligation	1,106 Total Units all Rounds

2. Availability of Existing and Planned Infrastructure

Evesham Township is served by both public water and sewer systems. The sewer service area is shown on **MAP 6.** There are three wastewater treatment facilities in the Township for three drainage basins. The locations of the treatment facilities are also shown on **MAP 6**. The Elmwood and Woodstream facilities are outside the Pinelands Area and the Kings Grant facility is within the Pinelands area.

The Elmwood Plant is rated for 2.97 million gallons per day, and currently treats approximately 2.1 million gallons per day. The Woodstream Plant is rated for 1.7 million gallons per day and currently treats approximately 1.1 million gallons per day. The Kings Grant Plant has recently been replaced and is rated for 600,000 gallons per day and currently treats approximately 375,000 gallons per day. Even after dedicated capacity (for developments approved but not yet constructed) is considered, there is available capacity and the MUA estimates that the remaining capacity will be sufficient to serve future development outside the Pinelands Area.

The Kings Grant treatment facility is dedicated to serve the only the Kings Grant development. An agreement of strict compliance was entered into by the developer of the Kings Grant PUD and the Pinelands Commission in the 1980s. The treatment facility was sized to provide sewer service to the entire Kings Grant PUD, which was originally planned for significantly more homes than exist there today. The MUA is currently undertaking a project to create infiltration basins for the Kings Grant facility.

Water service to Evesham residents comes from three sources: the Evesham MUA's 11 wells

(957 million gallons), from Willingboro Township via Mount Laurel Township (187 million gallons) and from New Jersey American Water (365 million gallons). The NJDEP has found that the Township has insufficient firm capacity to service future development at peak use times and therefore will be requiring the Township to purchase additional water from NJ American Water. Some of the southern areas of the Township in the Pinelands including Marlton Lakes, Little Mill and scattered residential homes are served by private wells.

3. Anticipated Demand for Types of Zoning Uses

The Township has adopted a Land Use Plan as part of the 2006 Master Plan, and a Master Plan Amendment in 2009. The Township is currently working on an Open Space and Recreation Plan, as well as a Vision Plan for the area in the vicinity of the Marlton Circle (Circle is soon to be eliminated) and Marlton Village. Typical of the suburban development pattern, after World War II the development of housing generally preceded development of office, retail and service uses. Historic settlement in the Marlton Village area preceded the suburban developments of the 20th century, and the Marlton Village Area has evolved over the years to incorporate more office, service, and retail uses along Main Street, Maple Avenue and Locust Avenue, with residential uses remaining on the side streets.

The Township's Master Plan has aimed to provide the foundations for a variety and balance of uses that would contribute to the well being of the community – with fiscal stability, preservation of open space, and focus on infill and efficient development patterns. With its convenient location, easy access to transportation, employment, recreation and shopping opportunities, Evesham Township will likely remain a desirable location for residents and businesses into the future. Yet, physical space outside of the Pinelands Area is limited and the Township's character reflects a balance between developed neighborhoods and business districts in the northern and western portions of the Township and more rural landscapes in the southern and eastern portions of the Township. Within the Pinelands Area there are exceptions where developments were established or approved prior to the enforcement of the Pinelands Comprehensive Management Plan (such as Marlton Lakes and Kings Grant).

Following the adoption of the 1999 Master Plan, some revisions were made to the Township's overall zoning scheme that provided more flexibility in the dominant commercial zoning district (C-1) while encouraging planned commercial development with high quality design. The rezoning scheme was successful in working with market forces to provide a variety of commercial developments along the commercial corridors. Though the recent recession has slowed the pace of investment and expansion, it is anticipated that demand for commercial space will increase over the long term as we climb out of the recession. However, the focus in the near future may be on filling existing commercial space or retrofitting existing buildings instead of creating new space.

The majority of the land suitable for high and moderate density residential development has already been developed, however there are a number of potentially developable properties scattered throughout the non-Pinelands areas of the Township. The potential demand for new large-lot residential development within the more rural Pinelands areas of the Township remains uncertain, as the current recession may have lasting impacts on society's view of the value of a big house on a big lot in a relatively remote location. At the same time, one of the Township's goals has been to provide a variety of housing opportunities and types for residents at all income levels. Therefore, consistent with the Pinelands Comprehensive Management Plan, the Township will maintain opportunities for development in the Pinelands Area that balance development with preservation of habitat and natural resources.

The Township has undertaken a visioning study in the vicinity of the Marlton Circle and Marlton Village, two adjacent but distinct areas. The Vision Plan sets forth goals and specific ideas for retrofitting the area and redesigning obsolete sites to meet the community's vision and needs. It is anticipated that over the course of several years, the Township's planning effort, the completion of the Marlton Circle elimination project (the intersection of Route 70 and 73 will be dubbed "Evesham Crossroads"), and a rebounding economy will reinvigorate interest in both the "Evesham Crossroads" area and Marlton Village. Though the planning process is still underway - to the extent that the infilling and/or retrofitting of this area will include housing - then inclusionary housing will be considered.

The Township has adopted a redevelopment plan for the former municipal building and has solicited proposals from qualified developers to demolish the unsafe building on just under 5 acres and revitalize the site with a mix of uses. The 2009 Master Plan Amendment set forth the Township's goal of creating a Municipal Center in the vicinity of the existing municipal building on Tuckerton Road. The Municipal Center concept is intended to promote the continued development of a mixed-use activity node around the municipal complex where public and private properties may be designed to relate to one another spatially and functionally. A municipal center overlay zone has been adopted as shown on the zoning map (**MAP 2**) and may provide opportunities for neighborhood commercial, community facilities and live-work units.

MAP 4 is an aerial photograph of the Township showing areas that have approved subdivision or site plans that have not yet been constructed. **MAP 5** shows publicly owned and private preserved open space.

Smart growth policies and "greener" mindsets have shifted some development focus away from areas on the urban fringe in favor of infill and redevelopment closer to existing infrastructure and services; so it is likely that interest in capitalizing on development opportunities in Evesham will remain. The Township encourages infill development and redevelopment, and also has had an aggressive open space preservation program that aims to prevent development on environmentally sensitive sites and sites needed for recreation. There is sufficient land and opportunity in the Township to meet the affordable housing obligations, while also directing growth to appropriate locations consistent with smart growth policies.

4. Anticipated Land Use Patterns

Future development patterns are expected to vary somewhat from the traditional suburban pattern that has dominated in the past. As the availability of developable land diminishes, development potential is being channeled to specific areas where it has been determined that development will benefit the Township and the region. While land use changes will continue to occur incrementally throughout the Township on privately owned land, the Township has and will continue to lay the foundations that will direct growth to targeted areas, to promote efficient and effective use of land with access to transportation infrastructure, utilities infrastructure, and to minimize disturbance to remaining open space areas. As described above the redevelopment of previously developed areas and the concentration of development in activity centers is encouraged and will guide future land use patterns.

Significant development is not expected in the Rural Development and Forest Areas within the Pinelands Area of the Township since land use in these areas is guided by the Pinelands Comprehensive Management Plan as well as the Township's zoning code. There may be some

additional development in the RG Regional Growth Areas in the Pinelands Area, as they are close to existing developed areas and would represent an extension of existing development patterns, and may be served by public water and sewer. The Pinelands Commission had proposed some management area changes in the southern portion of the Township, that would further restrict development and that would attempt to direct development to environmentally suitable locations. These changes have not yet been implemented. In accordance with N.J.S.A. 52:27D-329.9 (NJ Fair Housing Act) twenty percent (20%) of all newly constructed units within the Pinelands Area must be reserved for occupancy by low and moderate income households, to the extent that this is economically feasible. This law, which has not yet been incorporated into COAH's rules will over time yield some additional affordable housing units within the Pinelands Area of the Township.

In the 1980s and 1990s mixed use overlays and affordable housing zoning districts were employed in Evesham to create interconnected residential and neighborhood commercial developments and to provide sufficient densities for inclusionary housing to satisfy the prior rounds obligation. Each development in the Affordable Housing districts was required to provide a proportion of the total dwellings affordable to low and moderate income households. RCAs were permitted with the approval of Township Council. As the amount of unconstrained land that is potentially developable at inclusionary densities, in appropriate locations, has diminished, the focus for delivering affordable housing has shifted to 100% affordable projects and other potential compliance techniques such as market to affordable and redevelopment that make use of existing housing stock and developed areas to meet future needs. The Township has sufficient land to meet its affordable housing responsibilities and will focus on meeting the affordable housing obligations through efficient and effective use of land and built resources.

5. Municipal Economic Development Policies

The Township's Planning and Zoning Boards have been working with applicants to provide flexibility in the reuse and redesign of existing developed non-residential properties while upholding the goals, objectives and purposes of the Master Plan and the Zoning Ordinance. In order to maintain the viability of existing developed properties it is important to maintain flexibility to respond to changing market conditions while also maintaining standards for architecture, parking and traffic circulation, environmental quality and site design. The Township Council is also open and responsive to economic development related issues.

The Marlton Economic Development Advisory Commission (MEDAC) consists of a volunteer group of Evesham Township residents, business owners, banking and real estate representatives committed to assisting in the development and maintenance of a positive business environment in the community and fostering appropriate use of commercially zoned land. Recently the group has been involved in a visioning process that has solicited public participation in considering the future of the Marlton Circle area and the Marlton Village area. The notorious traffic circle is being eliminated and replaced with an overpass. This will create challenges and opportunities. The Township is working to lay the foundations for a land use plan that will seize the opportunities and support existing businesses

The Township is not proposing any changes to its economic development policies as a direct result of this fair share plan.

6. Constraints on Development

Evesham Township has completed an Environmental Resources Inventory (ERI) that identifies and describes the natural resources within the Township. The ERI underscores the importance of understanding the Township's environmental attributes so that they may be appropriately managed. There are significant wetland areas in the southern portion of the Township, as well as wetland areas associated with the Rancocas Creek and Sharps Run in the northeastern portion of the Township. More than 66% of Evesham's land area consists of hydric soils.[11] Some of the soils in the less developed areas of the Township may have limited building suitability according to the Natural Resource Conservation Service's 2006 database for Burlington County. Groundwater recharge is also very low in these areas. The Township's policy as well as state and federal regulation will ensure that wetlands and stream corridors will continue to be protected. Development in the environmentally sensitive areas of the Township must ensure that there will not be any detrimental environmental impacts resulting from the development. The Township will focus its open space development efforts on permanently preserving and creating greenways to connect open spaces in accordance with the Open Space and Recreation Plan currently being drafted. Acknowledging the environmental constraints allows the Township to make informed land use policies and decisions. Despite the environmental constraints in some areas, there are other areas that are suitable for more concentrated development.

Currently the Evesham Township MUA is able to serve its customers within the water and sewer service areas, and continually makes improvements to the treatment facilities. The MUA's facilities are described in the Infrastructure section above.

7. Existing or Planned Measures to Address Constraints

Environmentally sensitive lands and natural resources will be protected and there are no plans to "address" these constraints. In order to ensure the continued protection of environmentally constrained land, development will continue to be directed to suitable areas. At present there are sufficient opportunities to meet the fair share obligation without unduly impacting environmentally constrained areas. As the Township approaches "build out", the focus for development will shift to redevelopment of underutilized and previously developed properties. The Township's infrastructure is constantly being improved and upgraded to meet the needs of the community.

[11] Evesham Township Environmental Resources Inventory, prepared by the Delaware Valley Regional Planning Commission, 2009. Page 21.

F. Consideration of Lands for Affordable Housing

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

As outlined in the preceding sections, the vast majority of land outside the Pinelands Area in Evesham is either developed, approved for development, or permanently preserved, yet there are a number of parcels that could be used for the development of affordable housing when the need arises. Some of the purposes of planning (in accordance with NJ Municipal Land Use Law N.J.S.A 40:55D-2) are: (e) to promote the establishment of appropriate population densities and concentrations that will contribute to the well being of persons, neighborhoods, communities and regions and preservation of the environment; (g) to provide sufficient space in appropriate locations for a variety of agricultural, residential, recreational, commercial and industrial uses and open space, both public and private, according to their respective environmental requirements in order to meet the needs of all New Jersey citizens; (j) to promote the conservation of historic sites and districts, open space, energy resources and valuable natural resources in the State and to prevent urban sprawl and degradation of the environment through improper use of land. In fulfillment of these purposes, the Township has proactively planned for the development of the municipality.

Evesham Township's planning efforts over the years have considered the appropriate use and density for land in the municipality. Land use categories are reviewed at least every six years (through the Master Plan Reexamination process) and changes are recommended if changes in circumstances or local policy priorities warrant revisions to implement the Township's goals and objectives. The Township has considered the appropriate locations for all uses, including affordable housing, and has set forth a plan to provide opportunities for all housing types, and has considered the land of a developer who has expressed interest in developing a particular site with market rate and affordable housing. Affordable housing has been realized in the Township to meet the current obligation as well as the projected obligation through the first biennial plan review.[12] The Township has considered which mechanisms will be employed to provide additional affordable housing opportunities in the future and has considered the appropriate locations for such housing. Simply because a piece of property is "available" does not make it appropriate for the construction of affordable housing. Lands most appropriate for the construction of affordable housing should meet the site suitability criteria set forth in N.J.A.C. 5:97-3.13, should fit into the context of the community overall, and should be consistent with local planning priorities.

1. Existing Apartments.

There are fourteen apartment complexes within Evesham. Three of the complexes resulted from the Affordable Housing zoning consistent with the Township's prior rounds Fair Share Plans. The other 11 complexes, consisting of 2,343 residential units are generally located within areas of concentrated population in established neighborhoods, and close to amenities such as shopping, major transportation routes and community facilities. These apartment

[12] Based on the calculations of COs issued from 2004 through 2009 as well as projected development through 2012, the maximum growth share obligation that will accrue by 2012 is 246 units.

complexes are listed in section III.D below with their location, number of units and current price ranges. Some of the units may be considered for conversion to affordable housing utilizing a COAH-sanctioned "Market to Affordable" program in order to meet the need for affordable housing, while making use of existing housing stock.

2. Vacant Land within Areas zoned for moderate density residential.

The undeveloped lots within the moderate density residential districts would be the most appropriate locations for additional affordable housing. The Township will focus its efforts to procure land for the development of additional 100% affordable housing projects as described in Section III.D below within the MD (outside Pinelands) or RG (Pinelands Regional Growth) zoning districts, or on redevelopment sites as the need arises in the future. The Township would provide increased density for the development of multi-family affordable housing.

Also, in accordance with N.J.S.A. 52:27D-329.9 (NJ Fair Housing Act) twenty percent (20%) of all newly constructed units within the Pinelands area must be reserved for occupancy by low and moderate income households, to the extent that this is economically feasible. Though the logistics of this requirement are not yet clear, it is conceivable that residential development within the Pinelands Area, in both the regional growth and the rural development areas, may provide affordable housing beyond what is proposed in the compliance plan. Such affordable housing will be a welcome addition to the Township's inventory of affordable housing. However, under COAH's current regulations, the 20% Pinelands set aside would provide affordable housing proportionate to the market rate housing, providing affordable housing only to meet the growth share obligation created by the development. Based on a rough analysis of the potentially developable lands within the regional growth areas it is conceivable that up to 30 housing units without the use of Pinelands Development Credits (PDCs) or 47 with the use of PDCs could be built within the Regional Growth area, of which up to 9 would be affordable.

3. Vacant Land in Areas zoned for low density residential.

The low density residential areas in the Township include the LD zone outside the Pinelands and the Rural Development and Forest Area zones within the Pinelands Area (See MAP 2). The LD zone is located in the northeastern portion of the Township. The zone was established to recognize the infrastructure limitations (there was limited sewer capacity at the Elmwood plant), to protect the environmental value of the area, to serve as a transitional area between development and low density and protected areas, and to establish an informal urban growth boundary. When the sewer moratorium was lifted the 1999 Master Plan recommended an increase in permitted density from .5 unit per acre to 1 unit per acre with water and sewer service. That recommendation was implemented and the LD zone currently permits development at a density of 1 unit per acre.

Within the Pinelands Area the Forest Agriculture (FA) and Forest Woodland (FW) districts, are intended to preserve the character and environmental quality of areas which are relatively undeveloped and have substantial areas of woodlands, agricultural and horticultural lands, wetlands and/or aquifer recharge areas. The permitted lot sizes range from a minimum of 4 to 20 acres depending on the location and availability of public water. Also within the Pinelands Area are the Rural Development districts (RD-1, RD-2, RD-3). The RD-1 district encompasses areas that had development approvals prior to the implementation of the Pinelands Comprehensive Management Plan, such as Kings Grant, Barton's Run and Marlton Lakes. The purpose of the RD-1 district is to preserve the existing character and environmental quality while recognizing the existing higher density development. The permitted density for new

development is 1 unit per 6 acres. The purpose of the RD-2 district is to preserve the existing character and environmental quality while permitting moderate population growth. The maximum density permitted in the RD-2 district is 1 unit per 3.2 acres and permits lots as small as 1 acre with clustering and public water service. The RD-3 district is intended to preserve the existing character and environmental quality while allowing some population growth which recognizes the suitability of the area for development. Again the maximum density is 1 unit per 3.2 acres and lots may be as small as 1 acre using cluster provisions.

On or about May 6, 2009 Evesham Township was approached by MiPro Homes, LLC, the owners of block 15 lots 3, 4, 5, 6 and 12 in the LD zone, with a request for rezoning to permit 192 apartments on the site with a purportedly "substantial" affordable housing set aside. On the same day MiPro Homes, LLC (through their attorney) filed a motion to intervene and participate in the Evesham's affordable housing case. The MiPro Homes site is 42.17 acres, with 22.04 acres constrained by wetlands, wetlands buffers and flood plain areas and is within the LD zoning district. This site is located on the west side of Sharp Road and is traversed by Sharps Run, a tributary to the Rancocas Creek. MiPro Homes received Zoning Board approval in 2007 for a use variance to permit the site to be developed with 38 semi-detached residential dwellings on the site (of which 4 would be affordable), and then received preliminary major subdivision approval and bulk variances to permit the development. The proposed development and the variances that were granted altered the type of housing permitted in the LD zoning district, which the Zoning Board decided was justified by the size, shape and wetlands conditions on the property, but the variances did not increase the gross density permitted. After careful consideration, the Township does not find this site to be an appropriate location for the development of inclusionary apartments at a gross density of 4.56 units per acre (net density of 9.6 units per acre). The Township has identified other suitable compliance mechanisms that are consistent with the Township's overall land use policies, and does not propose to include block 15 lots 3, 4, 5, 6 and 12 in the Fair Share compliance plan. The Township has proactively planned to meet its Fair Share obligations, and finds that there are other more suitable locations for affordable housing and ways to provide affordable housing in a manner that best benefits the community.

III. Evesham Township's Fair Share Plan

A. Total Fair Share Obligation

Evesham Township's total fair share obligation for the cumulative period from 1986 to 2018 is 1,106 low and moderate income housing credits. This includes a rehabilitation obligation of 5 units, a Prior Round obligation of 534 affordable units and a Third Round obligation of 567 growth share units. In the period prior to 2000 numerous housing units were rehabilitated, but the slate is now cleared and the new rehabilitation obligation is based on 2000 Census figures and COAH's revised methodology.

Evesham Township Cumulative Affordable Housing Obligation COAH Workbook A	
Rehabilitation Share (from COAH Appendix B)	5 units
Prior Round Obligation (new construction for rounds I and II) (from COAH Appendix C)	534 units
Growth Share 2004 to 2018	365 for residential growth
	202 for employment growth
	567 Growth Share Total
Total Obligation	**1,106 Total units all Rounds**

B. Prior Round Obligation

As indicated above, Evesham's prior round obligation is 534 affordable units plus 19 rehabilitations. The Township received approval of its Round II Housing Element and Fair Share Plan on March 26, 1999. The plan addressed the Township's entire rehabilitation and new construction obligation. At the time that the "original" Round III plan was prepared, it appeared that the Township would be entitled to 17 surplus credits. The surplus assumed that a total of 210 RCA units would be transferred to receiving municipalities for the prior rounds. Eleven (11) of the RCA units were not completed prior to the amendments to the Fair Housing Act in July 2008 which eliminated RCA as a compliance mechanism. Therefore, the surplus is 6 units. The prior round obligation was satisfied as shown in the table below.

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	Family for-sale	1
Group Homes	Alternative living arrangements	35 +35 bonus= 70
RCAs	RCA	199
Elmwood House	Age Restricted Rental	81+13 bonus
Total		**540**
Surplus above Prior Round Obligation of 534		**6***
Elmwood House	Surplus for Age-Restrict Rental	**8**

* The 6 surplus credits are for the Whitebridge Village inclusionary development

C. Third Round Growth Share Obligation

The Township is committed to providing realistic opportunities for the provision of affordable housing that fit within the fabric of the community. In order to provide for the Township's total affordable housing obligation, the current conditions and prospects for future development have been considered. The feasibility of various compliance mechanisms has been explored. The Township has serious concerns about the rationale and assumptions upon which COAH's current rules are based – the vacant land inventory is flawed, the housing projections are excessive, and the assumed jobs to square footage ratio for some use groups is out of touch with reality - yet the Township has prepared a plan that complies with those regulations and reserves its right to adjust the plan if the laws change as anticipated.

Based on COAH's substantive rules there are a number of parameters that must be considered in preparing the Fair Share Plan (N.J.A.C. 5:97-3). The table below details several of the parameters as they relate to the Township's affordable housing obligation number.

EVESHAM TOWNSHIP PARAMETERS FOR GROWTH SHARE AFFORDABLE HOUSING CREDITS 567 UNIT GROWTH SHARE OBLIGATION				
Unit Type	**Rule**	**REQUIRED for Evesham Twp**	**Potential bonus Credits** (max 25% of GS)	**Totals Proposed**
Rental Obligation for Round III	5:97-3.10(b)(3) 25% of the growth share obligation	Minimum 142 units	For family rental units or supportive housing above the 142 required 5:97-3.6	363
Family Rental Units	5:97- 3.4 and 3.6(a)(4) 50% of all rentals must be family rentals	Minimum 71 units	Overlaps with above	234
Family Units	5:97-3.9 50% of the units addressing growth share must be family units	213 units (assuming a total of 142 bonus credits are used)	--	348
Age Restricted Units for Round III	5:97-3.10(c) Maximum 25% of GS obligation	Maximum of 142	--	63
Low income requirement	5:97-3.3 and PL2008 c 46 50% of units low	284 low income (or 212 for 1/2 of all units with full use of bonus)	--	236
Very low income	5:97-3.3 and PL2008 c 46 13% very low	55 very low income (13% of actual units produced)	For very low income rental units above 43	58

D. Plan Proposals

The Fair Share Plan for Round III will meet all requirements outlined above. The table below is an overview of the Fair Share plan proposals, all of which are explained in more detail in the next sections.

Based on the growth that has already taken place in the Township between 2004 and June 2009 the Township has a **current growth share obligation of 143 units** (93 for non-residential and 50 for residential growth). This calculation was made by compiling and analyzing all residential and non-residential certificates of occupancy as well as demolition permits issued from January 2004 through June 2009. The 104 COs for the MEND 100% affordable housing site on Sharp Road were excluded from the calculation because they do not create an additional affordable obligation.

Calculating the "current obligation" ensures that the Township will provide affordable housing proportionate to market rate development in accordance with an implementation schedule as permitted by N.J.A.C. 5:97-3.2(a)(4). Detailed information about the COs and demolitions from 2004 through June 2009 are included in Sections IIC(4) and IID(2) above. The Township has also projected growth through the first biennial plan review, and anticipates an additional growth share obligation of no more than 103 units. The 103 units is a maximum, calculated based on the number of residential units and non-residential developments that are either approved or pending, which may or may not be constructed over the next two years. **The total obligation for the period running from 2004 through 2012 is therefore estimated to be a maximum of 246 affordable housing credits.**

Evesham Township Round III Affordable Housing Compliance 2004-2018 obligation					
Compliance Mechanism	**COAH Round**	**Number of Actual Units**	**Bonus Credits**	**Bonus Type**	**# Possible Credits**
Rehabilitation	III	5	n/a	n/a	5
Prior Round Surplus	II	6	n/a	n/a	6
Elmwood House (carry over) *Age Restrict Rental*	III	8 Age Restrict	n/a	n/a	8
MEND Sharp Road 100% Affordable *Rental*	III	104	104	Compliance NJAC 5:97-3.17*	208
Supportive Housing *Rental*	III	62 bedrooms[13]	16[14]	Rental bonus NJAC 5:97-3.6(a)(2)	78
Homestead at Evesham Assisted Living *Rental (not yet built)*	III	32 Age-Restrict	n/a	n/a	32
Family Services of Burlington County *Rental (not yet built)*	III	4 bedrooms	n/a	n/a	4
Shelter Group *Rental (not yet built)*	III	23 Age Restrict	n/a	n/a	23
Extension of Expiring Controls	III	8	n/a	n/a	8
SUB TOTAL		**247 + 5 rehab**	**120**	-	**367+5 rehab**
Market to Affordable Family Rental	III	50	22[15]	Rental Bonus NJAC 5:97-3.6(a)(1)	71
100% Affordable Municipally Sponsored	III	100	n/a	n/a	100
Pinelands Inclusionary	III	Unknown	n/a	n/a	unknown[16]
100% Affordable Municipally Sponsored	III	80	n/a	n/a	80
TOTAL	III	**477**	**142**	-	**619 +5 rehab**

[13] There are currently 29 supportive housing units in the Township, totaling 97 bedrooms. The prior rounds plan included 35 group home credits. To avoid double-counting, the 35 credits are subtracted leaving 62 credits possible for Round III.

[14] In accordance with N.J.A.C. 5:97-3.6(a), a municipality may receive bonuses for rental units in excess of the growth share rental obligation. The bonus is .25 unit of credit for each bedroom in supportive housing provided pursuant to N.J.A.C. 5:97-6.10 where the unit of credit is the bedroom.

[15] Evesham may instead claim the rental bonus credits from one of the 100% Affordable Rental projects proposed, depending on which program is implemented first.

[16] Based on the requirements of N.J.S.A. 52:27D-329.9, 20% of residential development within the Pinelands Area is to be affordable to low and moderate income households to the extent that it is economically feasible. At this time the Pinelands Commission and Council on Affordable Housing have not provided guidance as to how this requirement may be implemented in the context of the Pinelands Comprehensive Management Plan and the COAH rules. Development within the Pinelands Area in Evesham will over time result in the production of some additional affordable housing, proportionate to the growth share created by the development overall.

1. **Rehabilitation Share**
(N.J.A.C. 5:97-4.5 and N.J.A.C. 5:97-6.2)
5 unit obligation (COAH Appendix B)

Evesham Township's rehabilitation share is 5 units. Since 2002, the Township has assisted numerous residents with rehabilitation work, and the Township will continue to operate its housing rehabilitation program. The program was initiated in 2002 and is administered by the Township's Community Development Office (the Director is the Municipal Housing Liaison). The Township income qualifies the residents and uses funds from the Affordable Housing Trust Fund for the program in accordance with the 2001 Spending Plan, which has been approved by COAH. The Township has marketed the availability of the program for qualified residents. A standard form of mortgage lien is placed in the properties when more than $5,000 is granted for rehabilitation work and the lien is forgiven after five years. The Township has rehabilitated sixteen homes since 2002. The average expenditure per home on hard costs was $14,437. **Appendix I** includes the project location and a description of the work. The Township seeks 5 credits for the 16 units already rehabilitated for which an average of more than $10,000 was spent on hard costs. There are seven units that were completed between April 2000 and December 20, 2004. In accordance with N.J.A.C. 5:97-4.5 the average capital cost spent on the rehabilitation was at least $8,000. N.J.A.C. 5:97-4.5 requires that for rehabilitations of owner-occupied units completed between April 2000 and December 2004 that the controls on affordability be not less than six years. The intent of this requirement was met for six of the seven units rehabilitated between April 2000 and December 2004 since six of the seven owners still reside in the rehabilitated unit as of December 2009. If necessary, the Township seeks a waiver from N.J.A.C. 5:97-6.2(c)(1) which requires that the affordability controls for the units rehabilitated after December 2004 be for a minimum of 10 years. The Township has met the intent of the rehabilitation program requirements by assisting low and moderate income residents in need of assistance to rehabilitate a major system, but has only placed a 5 year lien on the properties. The Township has completed 16 rehabilitations over the last seven years where only 5 are required.

2. **Assisted Living Residences (N.J.A.C. 5:97-6.11)**
An assisted living residence is a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available to the residents. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households. The unit of credit within the assisted living/ congregate care facilities is be the apartment. However, a two- bedroom apartment may be shall be eligible for two units of credit if it is restricted to two unrelated individuals. The assisted living units are part of the age-restricted affordable housing.

All of the units will comply with N.J.A.C. 5:97-9 and UHAC apart from the exceptions provided in N.J.A.C. 5:97-6.11(c)

2a. Homestead at Evesham
JDME/James Stewart
Block 24.24, lot 2
32 units, Age-restricted
MAP 9, Tax Map showing location

The Homestead at Evesham site is located on the west side of Lippincott Drive within the AH-1A zoning district. The site was contemplated in the 1999 Fair Share Plan and was more specifically included in the 2006 Master Plan, with a recommendation that the AH-1A zoning be amended to permit a variety of age-restricted unit types in a congregate care facility with and affordable housing set aside. Revisions to the AH-1A zoning district were adopted on June 19, 2007 (Ordinance 10-6-2007) and minor adjustments were made to the ordinance on June 23, 2009 (Ord10-6-2009) to ensure a realistic opportunity for the provision of an inclusionary continuing care facility. The proposal to construct a congregate care facility for senior citizens consisting of 150 total units (106 independent living and 44 assisted living) will include 32 units for low and moderate income persons. The units will be rental units and there is no entry fee for the facility. In accordance with N.J.A.C. 5:97-2.5(a)(1)(ii), certificates of occupancy issued for continuing care retirement communities are included in the non-residential growth share calculation, so the market rate units/beds do not create a residential growth share obligation. The applicant received minor subdivision approval and preliminary site plan approval from the Evesham Township Planning Board on August 20, 2009. Information about the project is included in Appendices L, M, and N.

Site Suitability in accordance N.J.A.C. 5:97-3.13
Sites designed to produce affordable housing must be available, approvable, developable and suitable according to the criteria set forth in N.J.A.C. 5:97-3.13.

i.) The site has clear title and is free of encumbrances which preclude development of affordable housing. *The applicant has an agreement of sale with the owner, and the development has received subdivision and preliminary site plan approval.*
ii) The site is adjacent to compatible land uses and has access to appropriate streets.
iii) Adequate sewer and water capacity are available to the site.
iv) The site can be developed consistent with the residential site improvement standards (N.J.A.C. 5:21)
v) The site is within Planning Area 1 on the State Plan Policy Map.
vi) The development will adhere to wetlands constraints and will not require any freshwater wetland permits, is not adjacent to a Category One waterway, and is not affected by steep slopes. *The applicant received an LOI from the NJDEP and the site has been designed to respect wetlands and buffers.*
vii) The property is not within a historic district and is not an architecturally or historically important site.

Block and lot	Block 24.24, Lot 2
Address	405 Lippincott Drive
Owner	Crossings Office Park, LLC 16 High Point Drive Medford, NJ 08055
Acreage	5.52
Current zoning	AH-1A – Affordable Housing
Surrounding Land Uses	West: Recreation Facility Southwest: Residential South: Day care North and East: Office Buildings
Planning Area	PA-1
Access	Access is off of Lippincott Drive, a Township Street. Sewer and Water Service are Available

2b. Shelter Development, LLC
Brightview at Evesham
Block 2.01, lots 5, 5.01, 6 and 8
23 affordable units, Age-Restricted
MAP 10, Tax Map showing location

The applicant received a use variance as well as density and floor area ratio variances to permit 201 units in a continuing care facility for senior citizens at the 10.64 acre site. The facility will consist of independent living units, assisted living units and Alzheimer's units. A total of 23 of the assisted living units will be set aside for low and moderate income individuals. In accordance with N.J.A.C. 5:97-2.5(a)(1)(ii), certificates of occupancy issued for continuing care retirement communities are included in the non-residential growth share calculation, so the market rate units/beds do not create a residential growth share obligation. Additional information about this project is included in Appendices O and P.

Site Suitability in accordance N.J.A.C. 5:97-3.13
Sites designed to produce affordable housing must be available, approvable, developable and suitable according to the criteria set forth in N.J.A.C. 5:97-3.13.

i.) The site has clear title and is free of encumbrances which preclude development of affordable housing. *The applicant has an agreement of sale with the property owner and the development has received use variance as well as preliminary and final site plan approval.*
ii) The site is adjacent to compatible land uses and has access to appropriate streets. *The site is accessed from Greentree Road (a county road) and is surrounded by commercial, office and residential uses.*
iii) Adequate sewer and water capacity are available to the site.
iv) The site can be developed consistent with the residential site improvement standards (N.J.A.C. 5:21)
v) The site is within Planning Area 1 on the State Plan Policy Map.

vi) The development will adhere to wetlands constraints and will not require any freshwater wetland permits, is not adjacent to a Category One waterway, and is not affected by steep slopes.
vii) The property is not within a historic district and is not an architecturally or historically important site.

Block and lot	Block 2.01, lots 5, 5.01,6 and 8
Address	170 Greentree Road
Owner	Philip Traino and Madeline Lucci, Trustees 517 Hydrangea Drive Mount Laurel, NJ 08054
Applicant	Shelter Development, LLC 218 N. Charles St, Suite 220 Baltimore, MD 21201
Acreage	10.64
Current zoning	C2 Commercial
Surrounding Land Uses	East: Pharmacy and Bank West: Offices North: Shopping Center South: Townhouse Residential
Planning Area	PA-1
Access	Access is from Greentree Road, A County Road Sewer and Water Service are available

3. **Market to Affordable Program (N.J.A.C. 5:97-6.9)**
Various Apartment Properties
50 rental units + 22 rental bonus

The Market to Affordable program provides for housing units that are to be purchased or subsidized through a written agreement with the property owner and sold or rented to low and moderate income households in accordance with COAH's rules. The properties may be new, pre-owned or vacant. The proposed rental market to affordable program will allow the Township to provide affordable housing opportunities within the Township's existing neighborhoods close to public transportation and close to employment and shopping opportunities. In accordance with COAH's rules the units must be in sound condition and the subsidy must be at least $25,000 (for moderate income) and $30,000 (for low income), or more if needed to make the property affordable to low or moderate income households. The Market to Affordable Program will be funded by payments-in-lieu of onsite construction and the mandatory development fees collected in the Affordable Housing Trust Fund. Once the Township has collected the funds needed or has identified another viable funding source to initiate the program, a qualified person or organization to administer the program (the Administrative Agent) will be appointed. The Market to Affordable Checklist is included as **Appendix K.**

The Township intends to implement a market to affordable rental program. Although there may be challenges in implementing the rental program, the concept has merit and is consistent with COAH's rules and smart growth practices. If the effort to implement a

rental market to affordable program is not successful, the Township will instead initiate a 'for sale" market to affordable program.

In accordance with N.J.A.C. 5:97-6.9(d), the following information is required for the Market to Affordable Program:

1. Information regarding the program on forms provided by the Council.
   The Checklist is included as Appendix K.

2. A demonstration that there are sufficient market rate units within the municipality, as documented by the multiple listing service.
   Rental units in complexes are not listed in the MLS. There over 2,300 existing rental apartment units in the Township included in the list below for consideration for the market to affordable program. All of the Township's existing apartment communities (except the existing affordable housing complexes or those that were developed as part of an inclusionary development) are listed in the table that follows. Advertised rents were reviewed to determine the initial feasibility of making units affordable. Property managers/owners will be contacted to determine interest in participating in the program and an analysis will be completed to determine the subsidy that would be required to make the unit affordable for low and moderate income households and whether an additional subsidy may be required to administer the units.

Evesham Township Existing Apartment Complexes (not previously inclusionary)				
Apartment Complex	**Owner**	**Block/Lot**	**Number of units**	**Advertised Rents**
Barton Run Apartments 300 Barton Run Blvd	Resource MS Villager NJ 4300 Haddonfield Rd Pennsauken, NJ 08109	44.01/1 Or 44/2	184	**1 BR / 1 Bath** $899 - $1100 **2 BR / 2 Bath** $1240 - $1255
Willow Ridge Village Apartments 200 Commonwealth Dr	Willow Ridge Village Apts 1 Meridian Ct Marlton, NJ 08053	35.07/1, 2, 3, 4, 5	296	1 BR $986 + 2 BR $1071 +
Sagemore Apartments Sagemore Drive	Davis & Associates 6000 Sagemore Drive #6301 Marlton, NJ 08053	33.11/2 33.10/2	286	1 BR $1360 + 2 BR $1520-1615
Weston Club Apartment 1000 Hailey Dr	Davis & Associates 6000 Sagemore Drive #6301 Marlton, NJ 08053	26/5	242 age restricted	1 BR from $1823 2 BR from $1951
Camelot Marlton Apts Barker Blvd	Camelot Marlton Apartments 1155 Saint George Ave Rahway, NJ 07065	25.01/ 3	96	unknown
Hunters Chase Apartments 785 Route 70 East	Hunters Chase Assoc c/o Scully Co 801 Old York Road Jenkintown, PA 19046	19.01/ 2	360	1 BR $1050-$1,150 2 BR $1,150-$1340 3 BR $1,660-1,705
Allison Apartments 29 and 31 North Maple	Davis Enterprises 6000 Sagemore Dr #6301 Marlton, NJ 08053	12/ 1,2, 3, 6, 7, 8, 8.01	536	1 BR from $800 2 BR from $1,029
37 N Maple Ave	East Coast Nieuw Amsterdam Apts, LLC 160 Clubhouse Rd King of Prussia, PA 19046	10/ 2, 3.04	171	1 BR $775-$919 2 BR $1155-$1225
Marlton Colonial Apartments 6 N Locust Ave	Marlton Colonial Apartments, LLC 496 N Kings Highway #129 Cherry Hill, NJ 08034	4.09/ 8, 9, 10	40	1 BR $900-950
Marlton Meadow Apartments 101 Conestoga Drive	Marlton Meadow Investors 191 presidential Blvd #W8 Bala Cynwood, PA 19004	3.10/1 3.01/42	128	1 BR $875- 930 2 BR $1,195-$1,205

3. An estimate based on (2) above, of the amount required to subsidize typical for-sale and/or rental units, including any anticipated rehabilitation costs. *Initial estimates, using COAH's rent calculators indicate that the per-month subsidies for rents at some of the existing moderately priced apartment complexes (such as Willow Ridge, Nieuw Amsterdam, Allison, Marlton Meadow) would range from approximately $200 to $400 per unit, depending on the size of the unit and the household's income. However, the Township will contact the apartment property owners to discuss the potential for an up-front subsidy to restrict the units to income qualified residents, as well as*

administrative assistance for the income qualification and other administrative requirements. The economic recession has resulted in lower rents throughout the State and higher rental vacancy rates. The New Jersey Apartment Association has indicated that there is a glut of rental units on the market, though the vacancy rate in Evesham is not specifically known. This glut may present an opportunity to negotiate agreements with the owners of multi-family housing developments to make some units affordable to low or moderate income households so that the units may be filled with paying customers, even if the rents are slightly lower. The up-front payment would also allow the property owner to invest in rehabilitation of the property if needed.

4. Documentation demonstrating the sources of funding.
   The program will be funded with money from the Affordable Housing Trust Fund (current balance is approximately $550,000), which will grow as additional development takes place in the Township. The Township will also seek other funding sources to assist in making units affordable. If there is a funding shortfall when the need for the units arises as a result of market rate residential and non-residential growth, the Township will consider bonding or will budget for the program.

5. A municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds.
   A draft resolution is included with Appendix K.

4. Supportive and Special Needs Housing (N.J.A.C. 5:97-6.10)

Scattered sites

29 Homes with 97 bedrooms -35 Prior round = 62 + 16 rental bonus credits =78 credits

Supportive and special needs housing may be residential health care facilities, group homes for people with developmental disabilities and mental illness, permanent supportive housing, and supportive shared living housing (long term health care and nursing homes do not qualify). For group homes and residential health care facilities the unit of credit is the bedroom. The Township is seeking to have 43 of the bedrooms credited as "very low" income units.

For the prior rounds, the Township has received 35 credits for bedrooms in group homes. For the Third Round the Township is seeking credit for the additional supportive housing sites listed in the table below, which were not included in the prior round credits. Each of the providers was contacted to confirm the location, number of bedrooms occupancy date and income of residents. The licenses from the NJ Department of Human Services are included in Appendix Q.

Supportive Housing Sites in Evesham Township					
Organization	**Address**	**Block & Lot**	**Type**	**# Bedrooms**	**Date occupied**
Durand Academy and Community Services Inc. 11 Gaither Drive Suite 101 Mount Laurel, NJ 08054	38 Hawk Lane	24.24 / 48	Group Home-Very Low	4	1996
Allies, Inc 1262 White Horse-Hamilton Square Road Buidling A, Suite 101 Hamilton, NJ 08690	14 Overington Avenue	13.03/2	Group Home – Very Low	4	2006
Quality Management Associates, Inc 700 Cinnaminson Avenue Palmyra, NJ 08065	140 Laurel Road	183/16-25	Group home-Very Low	3	2008
Quality Management Associates, Inc 700 Cinnaminson Avenue Palmyra, NJ 08065	15 Evans Road	35.03/5	Group Home-Very low	4	1993
Quality Management Associates, Inc 700 Cinnaminson Avenue Palmyra, NJ 08065	28 Pelham Road	35.01/14	Group Home-Very low	4	1997
Quality Management Associates, Inc 700 Cinnaminson Avenue Palmyra, NJ 08065	305 N Elmwood Rd	13.24/40	Shared living-Very low	4	2008
Family Service of Burlington County 770 Woodlane Rd. Westampton, NJ 08060	100 Barn Road	11.42 / 92	Shared living Very Low	4	2008
Family Service of Burlington County 770 Woodlane Rd. Westampton, NJ 08060	52 North Maple Avenue	20.07 / 19	Shared Living Very Low	3	2005
Family Service of Burlington County 770 Woodlane Rd. Westampton, NJ 08060	7 Gaylord Lane	13.30 / 24	Group Home Very low	3	2006
Community Options Inc. 16 Farber Road Princeton, NJ 08540	102 Greenbrook Dr	11.04/108	Group Home Very low	3	1996
Community Options Inc. 16 Farber Road Princeton, NJ 08540	35 Hanover Rd	13.20/30	Group Home Very low	4	1997
Community Options Inc. 16 Farber Road Princeton, NJ 08540	58 Longhurst Rd	13.25/28	Group Home Very Low	3	2009
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	101 Roberts Lane	6.05 / 7		3	2008
Bancroft Neurohealth	1304 Roberts	6.05 / 17		3	2009

PO Box 20 Hopkins Lane Haddonfield, NJ 08033	Lane				
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	1505 Roberts Lane	6.05 / 10		3	1983
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	1506 Roberts Lane	6.05 / 9		3	2009
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	17 Merion Road	13.10 / 9		3	1995
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	28 South Elizabeth Court	51.04 / 46		4	2001
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	3301 Elberta Lane	6.05 / 75		3	1987
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	46 E. Cedar Ave.	10.06 / 6		4	2004
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	5 Tenby Lane	8.07 / 23		4	1998
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	5002 Redhaven Drive	6.05 / 113		3	1988
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	5006 Redhaven Drive	6.05 / 117		3	2004
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	5202 Redhaven Drive	6.05 / 119		3	2006
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	5401 Redhaven Drive	6.05 / 124		3	2002
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	5402 Redhaven Drive	6.05 / 125		3	2003
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	8 Elmgate Road	32.13 / 4		3	2001
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	802 Roberts Lane	6.06 / 17		3	1987
Bancroft Neurohealth PO Box 20 Hopkins Lane Haddonfield, NJ 08033	101 Roberts Lane	6.05 / 7		3	2008

5. **Supportive Housing Site (N.J.A.C. 5:97-6.10)**
Family Services of Burlington County
Evesboro Medford Road at Barn Road
Block 11.42 Lot 92.02
MAP 11 Tax map Showing Location
4 bedrooms

Family Services has proposed to construct an additional supportive housing site on a .49 acre site adjacent to the existing shared living home at 100 Barn Road. Family Services received subdivision and variance approval for the site at the Evesham Township planning board meeting on January 17, 2008 (Resolution 07-23). The applicant has prepared architectural renderings of the proposed dwelling and has indicated that the home will have 4 bedrooms for low and moderate income individuals in a shared living arrangement. The developer has control of the site and it is anticipated that the home will be constructed within two years.

Site Suitability in accordance N.J.A.C. 5:97-3.13
Sites designed to produce affordable housing must be available, approvable, developable and suitable according to the criteria set forth in N.J.A.C. 5:97-3.13.

i.) The site has clear title and is free of encumbrances which preclude development of affordable housing. *The applicant owns the property and has received subdivision and variance approval to permit the supportive housing unit to be built.*
ii) The site is adjacent to compatible land uses and has access to appropriate streets. *The site is accessed from Barn Road (a township road) and is surrounded by residential uses.*
iii) Adequate sewer and water capacity are available to the site.
iv) The site can be developed consistent with the residential site improvement standards (N.J.A.C. 5:21)
v) The site is within Planning Area 1 on the State Plan Policy Map.
vi) The development will adhere to wetlands constraints and will not require any freshwater wetland permits, is not adjacent to a Category One waterway, and is not affected by steep slopes.
vii) The property is not within a historic district and is not an architecturally or historically important site. *An historic barn was located on the property. The barn had fallen into a state of disrepair and was declared unsafe. The applicant received approval from the historic commission to remove the barn.*

Block and lot	Block 11.42, lot 92.02
Address	Evesboro Medford Road and Barn Road
Owner	Family Service of Burlington County 770 Woodlane Rd. Westampton, NJ 08060
Acreage	.49 acre
Current zoning	LD Low Density Residential
Surrounding Land Uses	East: open space (HOA) West: shared living home North: single family residential

	South: single family residential
Planning Area	PA-1
Access	Access is from Barn Road, a Township Street Sewer and Water Service are available

6. **MEND, 100% Affordable Development, Municipally Sponsored** (N.J.A.C. 5:97-6.7)
Sharp Run Apartments
Block 14, lot 2
200 Sharp Road
104 affordable rental units – 208 total credits
MAP 12 Tax Map

A municipally sponsored 100 percent affordable development is one in which all of the units are available to low and moderate income households and are created through a municipal partnership with a non-profit or other affordable housing provider. In this case the Township purchased the property and provided other support to the affordable housing developer to ensure the development of 104 family rental units.

This property consists of 49.16 acres and is located on the east side of Sharp Road, just south of the boundary with Mount Laurel Township. The site was included as a proposed compliance mechanism in the 2006 Housing Element and Fair Share Plan and the Township purchased the property and requested qualifications from experienced affordable housing developers. The Township entered into an Affordable Housing Agreement with Moorestown Ecumenical Neighborhood Development, Inc (MEND) on May 19, 2006.

The AH-3 zoning standards (section 160-66.1) were adopted by ordinance 2-2-2007 on February 6, 2007 in order to provide suitable standards and requirements for the 100% affordable development as recommended in the Master Plan. The applicant (MEND) received preliminary site plan approval on March 15, 2007 and final site plan approval on September 20, 2007. Water and sewer service have been extended to the site and improvements have been made to Sharp Road. The project received COs in 2008 and 2009. The site has been developed with 104 affordable family rental units. There are 16 (15.4%) one bedroom units, 56 (53.8%) two bedroom units and 32 (30.7%) three bedroom units. The site is owned by Sharp Road, LLC and managed by MEND in accordance with UHAC and COAH's rules. The income distribution for the site is as follows: Eleven (11) tenants at or below 35% median income; Seventy-seven (77) tenants between 36% and 50% of median income; and Sixteen (16) tenants between 51% and 60% of median income. The Township is seeking very low income credits for the 11 units housing tenants below 35% of median income and will work with MEND to revise the income requirement for the 11 units to 30% of median income.

Compliance Bonus
In accordance with N.J.A.C. 5:97-3.17, a municipality may receive two units of credit for each affordable housing unit that has been included in a development that received preliminary or final approval, or was the subject of an executed developers agreement between December 20, 2004 and June 2, 2008 when the site meets three conditions:

1. The zoning ordinance authorizing the 100 percent affordable development was included as an affordable housing mechanism to address the growth share

obligation in a third round petition for substantive certification submitted to the Council prior to January 25, 2007.

The 100% affordable development meets this condition in that the condition was met in the parallel Court review process. Evesham has voluntarily submitted itself to the Court's jurisdiction and had submitted its adopted "original" Round III Housing Element and Fair Share Plan to the Court appointed Special Master and to the Court prior to January 25, 2007. The Master's Planning Report was dated April 11, 2006 and the Township adopted the Fair Share Plan in its final form on August 17, 2006. The MEND project is outlined on page 48 of the 2006 Fair Share Plan.

2. The development approval or executed developer's agreement or redevelopment agreement provides for the affordable housing units to be built on site.
   The 104 units have been built on site. The preliminary site plan approval was granted on March 15, 2007 and final site plan approval was granted on September 20, 2007.

3. The affordable housing units are eligible for credit pursuant to N.J.A.C. 5:97-4

   The 104 units are eligible for credit.

Site Suitability in accordance N.J.A.C. 5:97-3.13
Sites designed to produce affordable housing must be available, approvable, developable and suitable according to the criteria set forth in N.J.A.C. 5:97-3.13.
This site has been determined to be suitable. It has been reviewed and approved by the Township, the Planning Board, the Court Appointed Special Master, MEND, Conifer, and NJHMFA. The site was awarded the NJ Governor's "Excellence in Affordable Housing Development" Award.

Block and lot	Block 206, lot 32
Address	200 Sharp Road
Owner	Sharp Road, LLC (Conifer Realty) 20000 Horizon Way #180 Mt Laurel, NJ 08054
Manager	MEND, Inc 1 Seneca Court Marlton, NJ 08053
Acreage	49.16 acres
Current zoning	AH-3 Affordable housing
Surrounding Land Uses	North: vacant land and Church Road South: vacant land in IP zone East: Vacant/ag land approved for residential West: residential, vacant land, PSE&G facility
Planning Area	PA-3 (2001 Map) PA-2 (Proposed Map)
Access	Accessible by Sharp Road Site is within the service area, public sewer and water have been extended.

6. **100% Affordable Municipally Sponsored**
   2 Future Sites
   80 rental units + 100 for sale or rental units or inclusionary redevelopment
   Locations to Be Determined

   As demonstrated in the Implementation Schedule that follows, the Township has provided sufficient opportunities for affordable housing to meet the current obligation and the projected obligation through 2012. The Township will continue to monitor growth and the potential for growth and redevelopment and will comply with COAH's monitoring requirements as set forth in N.J.A.C. 5:96-11, including reporting the Township's actual growth pursuant to N.J.A.C. 5:97-2.5. It is anticipated that COAH will conduct biennial plan evaluations upon receiving a Judgment of Compliance from the Court to verify that the construction or provision of affordable housing has been in proportion to the actual residential growth and employment growth in the Township and to determine that the mechanisms addressing the projected growth share obligation continue to present a realistic opportunity for the creation of affordable housing.

   The Township will continue to explore possible properties for the development of affordable housing, will consider a number of sites for the potential development of 100% affordable housing projects, and will strive to seize opportunities as they arise. Though they are not yet identified there are a number of parcels that could be utilized for the development of affordable housing. As the need for additional housing arises based on the growth share formulas, the Township will identify specific sites for the provision of additional affordable housing opportunities and will provide details about the acquisition of property and the process for choosing an affordable housing development partner. A minimum of 4 very low income units, or more if needed, will be provided as part of the first project, to ensure compliance with the very low income requirements.

7. **Extension of Expiring Controls (N.J.A.C. 5:97-6.14)**
   8 units – 8 total credits

   In accordance with N.J.A.C. 5:97-6.14, a portion of the Township's growth share obligation may be met through the extension of affordability controls for affordable units set to expire between 1999 and 2018, subject to the conditions set forth in COAH's rules. Extending the affordability controls on existing units will be an effective way to ensure the continued availability of affordable housing units throughout the Township. In order to extend the affordability, the Township will work with the Administrative Agent to determine how and when the deed restrictions may be extended. Options include extending the control period when the units are resold and buying down the market rate price when the affordability controls expire.

   Many of the for-sale affordable units in the Township have already been extended to a perpetual restriction period. The Township reserves the option to seek additional credits for the controls that have already been extended. There are 37 for sale units that were first occupied in the 1990s that have already been extended in perpetuity. The following properties are affordable units with controls that will expire prior to 2018:

Address	Block /Lot	Initial Occupancy	Low or Mod	Affordable Control period
30 Faybrooke Drive	B 8.02/ L22	5/17/1991	Moderate	20 Years
48 Faybrooke Drive	B8.02/ L31	5/31/1991	Moderate	20 years
35 Hewlings Drive	B8.01/L23	11/29/1990	Moderate	20 years
32 Tenby Ln	B8.01/L 63	2/12/1991	Moderate	20 years
49 Cranberry Ct	B51.55	12/15/1989	Moderate	20 years
37 Cranberry Ct	B 51.55	12/14/1990	Moderate	20 years
25 Cranberry Ct	B51.55	8/16/1990	Moderate	20 years
1 Cranberry Ct	B51.55	7/31/1991	Moderate	20 years

Funding

The Township may not need to pay for the extensions of expiring controls, but if needed the Township may utilize monies in the Affordable Housing Trust Fund or may apply for other funds such as the Housing Preservation Program, which provides funding for the preservation of affordable housing units in HMFA-financed projects, other affordable units which would be lost to the market, and existing affordable units in need of substantial repair. The program provides for the acquisition, rehabilitation and repair of existing units including the refinancing of an existing mortgage. Both nonprofit and for-profit developers are eligible to participate in the program. If this funding is needed, the Township will provide a resolution of support confirming that the affordable housing units are needed in the Township.

Requirements for Extension of Expiring Controls.

The requirements for credits for the Extension of Expiring Controls are as follows (N.J.A.C. 5:97-6.14(a)):

- Demonstrate that the units complied with N.J.A.C. 5:97-4.2 or 4.3.
  - *Evesham received prior cycle credits for the units. The units are being administered in accordance with UHAC. The units were occupied before 1994 when a 20 year control period was acceptable. The Township will work with the property owners and the Administrative Agent to ensure a minimum 30 year affordability control period are applied for the extension period.*
- The affordability controls on the unit are set to expire during the 1999 to 2018 period.
  - *The affordability controls on the units are set to expire between 2009 and 2018.*
- Obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted units meet all code standards.
  - *The Township's building inspector will review each unit prior to filing the extended deed restriction in order to ensure that the restricted units meet all code standards.*

- If the unit requires rehabilitation and/or repair work, in order to receive the CCO or a certified statement from the Township building inspector, the Township must fund and complete the work.

    - *It is unknown at this time whether rehabilitation or repair work is needed on the affordable units. The Township acknowledges that is work is required in order to achieve a CCO, then such work will need to be undertaken.*

- Submit the checklist provided by COAH with detailed information including a written commitment from the owner to extend the affordability controls, or evidence that the controls have been extended and the proposed or filed deed restriction for the extended control period.

    - *The deed restrictions will be provided when they are prepared.*

- Provide documentation of sources of funding for rehabilitation.

    - *If rehabilitation is required, the funding will come from the Township's affordable housing trust fund. Alternatively the Township will seek CDBG funding through Burlington County to assist with rehabilitation.*

- When the extension of controls will require purchase or payment, the Township must submit a pro forma for any proposed acquisition or rehabilitation costs, documentation of funding sources, municipal resolution of intent to bond in the event of a funding shortfall, a draft or adopted operating manual in accordance with UHAC, designation of experienced administrative agent, and an affirmative marketing plan in accordance with UHAC.

    - *It is not yet known whether the extension of the expiring controls will require purchase or payment. The terms of the extension of affordability controls are currently being investigated. It is anticipated that the township's Administrative Agent will continue to oversee the affordability controls on the units in order to maintain efficiency. Additional documentation will be provided when the extensions draw near.*

8. Affordable Housing Development Fee

The purpose of the affordable housing trust fund is to provide a funding source to assist the Township in meeting its low and moderate income housing obligations and to provide assistance for low and moderate income households. In order to collect and utilize these funds, the Township must have an ordinance for the requirements and procedures, must have that ordinance approved by COAH, must have a three- party escrow agreement between the municipality, the bank, and COAH and must have a spending plan in place. The Township proposes to continue to collect mandatory affordable housing development fees in accordance with section 161-3 of the Township Code.

The Township first adopted a mandatory development fee ordinance in 1999 and the ordinance was approved by the Court on November 18, 1999. The Affordable Housing Trust Fund Spending Plan was approved by the Court on January 11, 2002. The

Affordable Housing Development Fee ordinance has been updated to reflect the Round III COAH rules (N.J.A.C. 5:97-8) and the Statewide Mandatory Development Fee requirements for non-residential development (N.J.S.A. 52:27D-329.2) and was approved by COAH on March 26, 2009. The ordinance is included as **Appendix D** of this plan. A three party escrow agreement has been completed and the account is at TD Bank. The proposed spending plan is included as **Appendix F** of this plan along with a resolution requesting approval of the Spending Plan.

The funds may be used for rehabilitation, extending infrastructure to affordable housing sites, acquisition or improvement of land for affordable housing, market to affordable programs, and repayment of municipal bonds to finance affordable housing. At least 30% of the funds must be used to provide affordability assistance to low and moderate income households in affordable units. The spending plan must be prepared in accordance with N.J.A.C. 5:97-8.10.

In accordance with the 2002 Spending Plan, Evesham Township has utilized Affordable Housing Trust Funds for rehabilitations, administration of the affordable units, consulting and legal fees, credit checks, bond debt related to acquisition of the MEND site, road improvements for the MEND site, and sanitary sewer for the MEND site. Until the updated affordable housing development fee ordinance was adopted on May 19, 2009, the fee for residential development was 1% and the fee for non-residential development was 2% (except that the State wide Non-residential Development Fee of 2.5% applied after July 17, 2008). The fees have been increased to 1.5% and 2.5% respectively in accordance with ordinance 6-5-2009.

a. Moratorium on Non-residential Fees

On July 27, 2009 Governor Corzine signed the New Jersey Economic Stimulus Act of 2009 into law. Sections 37 through 39 of the New Jersey Economic Stimulus Act of 2009 suspend the Non-Residential Development Fee Act which was signed into law on July 17, 2008. As a result, non-residential developers that receive preliminary or final site plan approval between July 17, 2008 and July 1, 2010 are not required to pay the non-residential development fee prior to the issuance of a certificate of occupancy provided a building permit is issued prior to January 1, 2013. Municipalities may continue to collect non-residential development fees from non-residential properties that have made or committed to making a financial or other contribution prior to July 17, 2008 in accordance with the prior 2% fee. A developer is considered to have made or committed itself to make a financial or other contribution if the contribution has been transferred, including but not limited to when the funds have already been received by the municipality; the developer has obligated itself to make a contribution as set forth in a written agreement with the municipality, such as a developer's agreement; or the developer's obligation to make a contribution is set forth as a condition in a land use approval issued by a planning board or zoning board in accordance with Municipal Land Use Law. As a result of the moratorium it is unclear exactly which non-residential developments will be subject to the fee. The next section summarizes potential trust fund deposits, but the actual numbers may be less.

b. Estimated Affordable Housing Trust Fund Deposits

In order to approximate the funding that may be available to support the Township's affordable housing activities, we have reviewed the developments that have been approved, but not yet constructed. The current balance as of December 1, 2009 is $561,194. For the Non-residential developments, only those that received approval prior

to July 17, 2008 are included since they agreed to the 2% fee that was in place at the time and therefore may not be exempt as a result of the current moratorium. The reason for estimating the deposits to the Affordable Housing Trust Fund is to have an informed starting point for the Spending Plan.

Evesham Township Anticipated Residential Development Fees 2009-2018[17]			
Name	**Block and Lot**	**Number of New Units**	**Anticipated Total Development Fee**
Procacci Development ZB 05-33	B 15, L 3, 4, 5, 6, 12	38	$76,000
Procacci/Hayverhill PB-02-08A	B 14, L1	21	$84,000
James Gatto PB 08-07	B 137, L 1-20	3	$9,000
Gladiator/Millwood PB06-15	B17, L 10	13	$39,000
Carlo Sacchetti PB 00-34	B17, L 3 & 4	4	$16,000
Miscellaneous Minor Subdivisions	Unknown	8	$24,000
Total			**$248,000**

[17] The estimates assume an Equalized Assessed Value of $200,000 for the duplexes, $300,000 for Millwood, Gatto and Miscellaneous, and $400,000 for Hayverhill and Sacchetti.

Evesham Township Anticipated Non-Residential Development Fees 2008-2018[18]				
Development Name	**Block and Lot**	**Type of Use**	**Square feet**	**Anticipated Total Development Fee**
Mapletree Associates ZB 03-32	B 2.10, L 7, 9-14, 12	B	2,719 sf Bank	$7,000
Marlton VF (Vornado) PB 04-27	B 5, L 4, 4.01, 5.03 B 21, L1-7	A-2	7,217 sf Restaurant	$14,500
Elmwood Development PB 04013	B 11.47, L 2	M	5,000 sf Retail	$17,000
ICON Property Group PB 07-12	B 16, L 3.02	M	14,583 sf Retail	$49,500
Thomas Morello PB 06-06	B11.47, L 3	B	4,726 sf Office	$13,200
ETEL Realty PB 03-16	B35.30, L18.01, 18.02, 18.05	M	25,915 sf Retail	$107,700
Evesboro Associates PB 07-09	B 8.10, L 1	M	8,000 sf Retail	$27,200
Carollo's Restaurant ZB 04-51	B 20, L 1 -4	A-2	6,020 sf addition Restaurant	?
Marlton Executive	B 36, L 2	B	93,150 sf Office	$260,800
Total				**$496,900**

[18] The figures are rough estimates for the purposes of projecting potential deposits to the Affordable Housing Trust Fund, each site will be independently evaluated by the Township's assessor upon construction.

E. Summary and Conclusion

The Township is committed to ensuring that there are ample opportunities for individuals and households with a range of incomes to live and work in the Township. The Township has prepared a plan that provides and maintains opportunities for the provision of affordable housing. A summary of the Township's fair share proposals is included in the table below. The actual number of units and credits proposed for the various compliance mechanisms may be altered to fit the needs as the Township's actual obligation is reassessed biannually.

Evesham Township Fair Share Summary	
572	Fair Share Obligation (Growth Share and Rehabilitation)
-6	**Excess Round II Credits**
566	Remaining Obligation
-5	**Rehabilitation**
561	Remaining Obligation
-8	**Elmwood House carry-over**
553	Remaining Obligation
-104	**MEND Sharp Road Site**
449	Remaining Obligation
-104	**MEND Sharp Road Compliance Bonus**
345	Remaining Obligation
-62	**Supportive housing Existing**
283	Remaining obligation
-4	**Supportive Housing Proposed**
279	Remaining Obligation
-32	**Homestead at Evesham**
247	Remaining Obligation
-23	**Shelter Group**
224	Remaining
-16	**Supportive housing .25 rental Bonus**
208	Remaining
-50	**Market to Affordable rental**
158	Remaining
-22	**Rental Bonus for Market to Affordable (up to cap of 142 bonus credits)**
136	Remaining
-8	**Extension of Expiring Controls**
128	Remaining
-80	**100% Affordable Municipal partnership**
48	Remaining
-100	**100% Affordable Municipal Partnership**
52	**Possible Excess Credits**

In lieu of providing excess credits, the Township reserves its right to reduce the number of units addressed through municipally sponsored projects once the exact number of credits is determined from expiring deed restrictions, Pinelands and other aspects of the plan. In addition,

further changes in the law or growth share that actually accrues may affect this plan.

F. Implementation and Schedule

The Township anticipates, based on projected growth, that a maximum of 246 affordable housing credits (to provide for the growth share obligation that will have accrued) may be needed at the time of the first plan evaluation in accordance with N.J.A.C. 5:96-10.1, which we assume will be at the end of 2012. The Township has arrived at the projection using the most conservative approach, assuming that all proposed and approved development will be realized over the 2 year horizon.

In accordance with N.J.A.C. 5:97-3.2(a)(4) the Fair Share Plan should include an implementation schedule that sets forth a detailed time table that demonstrates a "realistic opportunity" and a timetable for the submittal of all information and documentation required by N.J.A.C. 5:97-6.

- Documentation for mechanisms to address the prior round obligation, the rehabilitation share and the growth share obligation up to the first plan review pursuant to N.J.A.C. 5:97-10 (biennial) shall be submitted at the time of petition.

  Documentation for the prior rounds has been reviewed prior to approval of the Township's Prior Rounds Fair Share Plan, and is summarized in this Housing Element and Fair Share Plan. Documentation for the rehabilitation share is included within this Housing Element and Fair Share Plan. Documentation for the growth share obligation up to the first plan review, expected at the end of 2012, is included within this Housing Element and Fair Share Plan.

- Documentation for zoning for inclusionary development, an accessory apartment program, or a market to affordable program shall be submitted at the time of petition and implemented within 45 days of substantive certification;

- Documentation for the extension of expiring controls shall be submitted at the time of petition and implemented in accordance with an implementation schedule pursuant to N.J.A.C. 5:97-3.2(a)4iv.

  Evesham is proposing to extend controls as outlined in section D above. Additional information will be provided as the extensions are pursued.

- Documentation for all mechanisms not included above shall be submitted according to an implementation schedule, but no later than two years prior to scheduled implementation of the mechanism, and shall consider the economic viability of the mechanisms and the actual growth share obligation that has or will occur as calculated pursuant to N.J.A.C. 5:97-2.5.

  Documentation will be submitted in accordance with the implementation schedule as required.

The Township will request a waiver, as permitted by N.J.A.C. 5:96-15.2, from the strict application of the jobs to square footage ratios provided to measure non-residential growth share in Appendix D. The specific waivers will be based on the actual number of jobs created

by hotel and assisted living facilities and are described in Appendix R. When the time comes the actual number of jobs may further reduce the number of affordable housing credits that will be needed at the first plan review. In addition the Township will continue to monitor the actual number of jobs created in the Township when new businesses become operational. This will ensure that the growth share affordable housing obligation is based on the realities in the Township. Additionally, the growth share obligation may be adjusted to the extent that the development fee moratorium in the NJ Economic Stimulus Act results in non-residential developments for which the Township is unable to collect the development fee or an equivalent reimbursement.

Evesham Township
Implementation Schedule

Program	Credits Complete	2010	2011	2012	2013	2014	2015	2016	2017	2018	Total Credits
Prior Round Surplus	6	0	0	0	0	0	0	0	0	0	6
Elmwood House	8	0	0	0	0	0	0	0	0	0	8
Rehabilitation	16	0	0	0	0	0	0	0	0	0	5
MEND Sharp Rd 100% Affordable	104	0	0	0	0	0	0	0	0	0	104
MEND Sharp Rd Compliance Bonus	104	0	0	0	0	0	0	0	0	0	104
Supportive and Special Needs	62	0	4	0	0	0	0	0	0	0	66
Rental Bonus for Special needs	0	0	0	16	0	0	0	0	0	0	16[19]
Extension of expiring Controls	0	0	8	0	0	0	0	0	0	0	8
Homestead at Evesham Assisted/Independent	0	0	0	32	0	0	0	0	0	0	32
Shelter Development Assisted Living	0	0	0	23	0	0	0	0	0	0	23
Market to Affordable Rental	0	0	0	0	0	10	10	10	10	10	50
100% Affordable Municipal Partnership Rental	0	0	0	0	0	80	0	0	0	0	80
100% Affordable Municipal partnership	0	0	0	0	0	0	0	0	100	0	100
Additional Rental Bonus	0	0	0	0	0	22	0	0	0	0	22
TOTAL	**284**	**0**	**12**	**71**	**0**	**112**	**10**	**10**	**110**	**10**	**619 + 5 rehab**

[19] The Township will be eligible for the rental bonuses once the total number of rentals exceeds 142, and at least half of those 142 rentals are family rentals (104 family rental MEND, 8 age restrict rental Elmwood, 32 age restrict rental Homestead). The 16 rental bonuses are .25 bonus credit for each supportive housing bedroom.

Appendix A

COAH Workbook A
Growth Share Calculator

Appendix A

COAH Workbook A
Growth Share Calculator

Workbook A: Growth Share Determination Using Published Data

(Using Appendix F(2), *Allocating Growth To Municipalities)*

COAH Growth Projections

Must be used in all submissions

Municipality Name: **Evesham Township**

Enter the COAH generated growth projections from Appendix F(2) found at the back of N.J.A.C. 5:97-1 et seq. on Line 1 of this worksheet. Use the Tab at the bottom of this page to toggle to the exclusions portion of this worksheet. After entering all relevant exclusions, toggle back to this page to view the growth share obligation that has been calculated. Use these figures in the Application for Substantive Certification.

		Residential		Non-Residential	
1	**Enter Growth Projections From Appendix F(2) ***	**1,825**		**3,233**	
2	**Subtract the following Residential Exclusions pursuant to 5:97-2.4(a) from "Exclusions" tab**	Click Here to enter Prior Round Exclusions			
	COs for prior round affordable units built or projected to be built post 1/1/04				
	Inclusionary Development	0			
	Supportive/Special Needs Housing	0			
	Accessory Apartments	0			
	Municipally Sponsored or 100% Affordable	0			
	Assisted Living	0			
	Other	0			
	Market Units in Prior Round Inclusionary development built post 1/1/04	0			
3	**Subtract the following Non-Residential Exclusions (5:97-2.4(b)**				
	Affordable units	0			
	Associated Jobs			0	
4	**Net Growth Projection**	1,825		3,233	
5	**Projected Growth Share** (Conversion to Affordable Units Dividing Households by 5 and Jobs by 16)	**365.00**	**Affordable Units**	**202.06**	**Affordable Units**

6 **Total Projected Growth Share Obligation** **567** **Affordable Units**

* For residential growth, see Appendix F(2), Figure A.1, Housing Units by Municipality. For non-residential growth, see Appendix F(2), Figure A.2, Employment by Municipality.

Appendix B

Resolution of the Planning Board adopting the Housing Element and Fair Share Plan

Resolution PB 10-42

RESOLUTION OF THE PLANNING BOARD OF THE TOWNSHIP OF EVESHAM ADOPTING THE 2010 HOUSING ELEMENT AND FAIR SHARE PLAN AS PART OF THE MASTER PLAN

WHEREAS, on August 17, 2006, the Planning Board of Evesham Township, Burlington County, State of New Jersey, adopted its current Housing Element and Fair Share Plan pursuant to N.J.S.A. 40:55D-28; and

WHEREAS, on September 19, 2006, the Governing Body endorsed the Housing Element and Fair Share Plan; and

WHEREAS, the Governing Body sought Court approval of the aforementioned Housing Element and Fair Share Plan; and

WHEREAS, on January 25, 2007, while the Court was in the process of scheduling the Township's 2006 Plan for a compliance hearing, the Appellate Division substantially invalidated the regulations of the Council On Affordable Housing (COAH), and ordered COAH to propose and adopt amendments to the rules to address the deficiencies identified by the Court; and

WHEREAS, in January of 2008, COAH finally proposed regulations in an effort to address the appellate division decision; and

WHEREAS, upon review of the regulations, it was readily apparent that the regulations would be challenged again and that there was every possibility that this would result in still further changes; and

WHEREAS, on February 22, 2008, in view of the foregoing and other factors, the Honorable John A. Sweeney, A.J.S.C. entered an immunity order in favor of the Township, which provided that the schedule for the preparation, adoption, and submission of Evesham's Third Round Compliance Plan would be established by the Court when it became clearer whether COAH's rules would be sustained; and

WHEREAS, notwithstanding the protections provided by Judge Sweeney's immunity order, MiPro Homes intervened into the Township's declaratory action in 2009, and sought to force the Township into amending its 2006 Housing Element and Fair Share Plan; and

WHEREAS, in seeking intervention, MiPro Homes expressly stated that it was not seeking a builder's remedy; and

WHEREAS, in response, the Township emphasized its commitment to voluntary compliance and its willingness to adopt and file a plan at any time the Court so desired in accordance with the February 22, 2008 order of Judge Sweeney, notwithstanding the uncertainty in the law; and

WHEREAS, on November 9, 2009, the Honorable Ronald E. Bookbinder, A.J.S.C. signed an order requiring the Township to adopt and endorse its amended Housing Element and Fair Share Plan and to file same with the Court no later that February 1, 2010; and

WHEREAS, on January 8, 2010, Judge Bookbinder signed an Order extending the filing date of the Township's amended Housing Element and Fair Share Plan to February 3, 2010; and

WHEREAS, the Township Council and the Planning Board have determined to amend the Housing Element and Fair Share Plan consistent with COAH regulations adopted on May 6, 2008, and subsequently amended and in conformance to the Orders signed by Judge Bookbinder on November 9, 2009 and January 8, 2010; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the amended Housing Element and Fair Share Plan on January 21, 2010; and

WHEREAS, the Planning Board has determined that the amended Housing Element and Fair Share Plan is consistent with the goals and objectives of the Evesham Township Master Plan, and that adoption and implementation of the amended Housing Element and Fair Share Plan are in the public interest and protect public health and safety an promote the general welfare.

NOW, THEREFORE BE IT RESOLVED by the Planning Board of Evesham Township, Burlington County, State of New Jersey, that the Planning Board hereby adopts the amended Housing Element and Fair Share Plan.

NOW, THEREFORE BE IT FURTHER RESOLVED by the Planning Board of Evesham Township, Burlington County, State of New Jersey, that the Planning Board acknowledges that the affordable housing plan is intended to be flexible and permit the board to amend the plan as the laws change. Accordingly, the board reserves such rights herein.

Patricia LaVerghetta

Patricia Laverghetta
Chairperson of the Planning Board

I hereby certify that this is a true copy of the resolution adopting the amended Housing Element and Fair Share Plan of Evesham Township, Burlington County, on January 21, 2010.

Regina Kinney
Planning Board Secretary

Appendix C

Resolution of the Township Council Requesting Review and Approval of the Housing Element and Fair Share Plan

WHEREAS, in response, the Township re-emphasized its commitment to voluntary compliance and its willingness to adopt and file a plan, despite the uncertainty in the law, at any time the Court so desired in accordance with the February 22, 2008 order of Judge Sweeney; and

WHEREAS, on November 9, 2009, the Honorable Ronald E. Bookbinder, A.J.S.C. signed an order, with the Township's assent, requiring the Township to adopt and endorse its amended Housing Element and Fair Share Plan and to file same with the Court no later than February 1, 2010; and

WHEREAS, the November 9, 2009 order entered by Judge Bookbinder further provides that, "[p]ursuant to the Order entered by Honorable John A. Sweeney, A.S.J.C. on February 22, 2008, the Township's immunity from the filing of any Mount Laurel exclusionary zoning lawsuits continues to remain valid and in force"; and

WHEREAS, on January 8, 2010, Judge Bookbinder signed an Order extending the filing date of the Township's amended Housing Element and Fair Share Plan to February, 3, 2010; and

WHEREAS, on February 1, 2010, Judge Bookbinder signed an Order extending the filing date of the Township's amended Housing Element and Fair Share Plan to February, 17, 2010; and

WHEREAS, the Township Council and the Planning Board have determined to approve an amended Housing Element and Fair Share Plan consistent with COAH regulations adopted on May 6, 2008 and subsequently amended and in conformance to the Orders signed by Judge Bookbinder on November 9, 2009, January 8, 2010, and February 1, 2010; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the amended Housing Element and Fair Share Plan on January 21, 2010; and

WHEREAS, on that date, the Planning Board determined that the amended Housing Element and Fair Share Plan was consistent with the goals and objectives of the Evesham Township Master Plan, and that adoption and implementation of the amended Housing Element and Fair Share Plan are in the public interest and protect public health and safety and promote the general welfare; and

WHEREAS, a true copy of the resolution of the Planning Board adopting the amended Housing Element and Fair Share Plan is attached pursuant to N.J.A.C. 5:96-2.2(a)2; and

WHEREAS, during the period in which the Township was abiding by Judge Bookbinder's Orders, a series of events occurred creating even more uncertainty in the Mount Laurel arena than when Judge Sweeney decided to await the resolution of anticipated challenges to COAH regulations on February 22, 2008; and

WHEREAS, more specifically, (i) on December 1, 2009, the Appellate Division heard oral argument on 22 appeals challenging COAH regulations; (ii) on January 5, 2010, the newly

elected Governor's transition team recommended several dramatic changes to the Mount Laurel doctrine; and (iii) on January 19, 2010, Senator Lesniak introduced S-1, proposing a totally new approach to the affordable housing policies of our state and an abolishment of COAH; and

WHEREAS, most significantly, Governor Christie signed an Executive Order on February 9, 2010, incorporated hereto by reference, pursuant to which he noted the great problems that COAH's current regulations have created; indicated an intent to appoint a Task Force to formulate recommendations for new laws; and imposed a 90-day moratorium directing COAH to cease and desist from processing municipal petitions for substantive certifications for that period of time; and

NOW THEREFORE BE IT RESOLVED by the Township Council of Evesham Township as follows:

1. The Township hereby endorses the amended Housing Element and Fair Share Plan as adopted by the Planning Board of the Township of Evesham on January 21, 2010.

2. The Township hereby authorizes and directs its professionals to file the amended Housing Element and Fair Share Plan with the Court and the Special Master by February 17, 2010 in accordance with the orders of the Court.

3. The Township authorizes its professionals to seek to maintain the temporary immunity that currently exists in conjunction therewith, so that the Court can review the plan, as may be amended to comply with any new laws, and so that the Township can respond to any judicial concerns free from unnecessary litigation.

4. The Township acknowledges that the affordable housing plan is intended to be flexible and permit the Township to amend the plan as the laws change and, accordingly, the Township reserves such rights herein.

5. In view of the changes in the law that appear imminent, the Township authorizes its professionals to ask the Court to manage the case so as to avoid the waste of public resources.

_____
Carmela Bonfrisco
Municipal Clerk

_____
Date

elected Governor's transition team recommended several dramatic changes to the Mount Laurel doctrine; and (iii) on January 19, 2010, Senator Lesniak introduced S-1, proposing a totally new approach to the affordable housing policies of our state and an abolishment of COAH; and

WHEREAS, most significantly, Governor Christie signed an Executive Order on February 9, 2010, incorporated hereto by reference, pursuant to which he noted the great problems that COAH's current regulations have created; indicated an intent to appoint a Task Force to formulate recommendations for new laws; and imposed a 90-day moratorium directing COAH to cease and desist from processing municipal petitions for substantive certifications for that period of time; and

NOW THEREFORE BE IT RESOLVED by the Township Council of Evesham Township as follows:

1. The Township hereby endorses the amended Housing Element and Fair Share Plan as adopted by the Planning Board of the Township of Evesham on January 21, 2010.

2. The Township hereby authorizes and directs its professionals to file the amended Housing Element and Fair Share Plan with the Court and the Special Master by February 17, 2010 in accordance with the orders of the Court.

3. The Township authorizes its professionals to seek to maintain the temporary immunity that currently exists in conjunction therewith, so that the Court can review the plan, as may be amended to comply with any new laws, and so that the Township can respond to any judicial concerns free from unnecessary litigation.

4. The Township acknowledges that the affordable housing plan is intended to be flexible and permit the Township to amend the plan as the laws change and, accordingly, the Township reserves such rights herein.

5. In view of the changes in the law that appear imminent, the Township authorizes its professionals to ask the Court to manage the case so as to avoid the waste of public resources.

_____

Carmela Bonfrisco
Municipal Clerk

_____

Date

Appendix D

Updated Affordable Housing Development Fee Ordinance

TOWNSHIP OF EVESHAM

ORDINANCE NO. 6-5-2009

ORDINANCE AMENDING CHAPTER 161-3 OF THE CODE OF THE TOWNSHIP OF EVESHAM ENTITLED "MANDATORY DEVELOPMENT FEES" AND REPEALING CHAPTER 161-4

WHEREAS, the regulations promulgated and adopted by the New Jersey Council on Affordable Housing ("COAH") pursuant to the Fair Housing Act heretofore permitted municipalities to adopt Ordinances authorizing the collection of residential and nonresidential affordable housing development fees; and

WHEREAS, Evesham Township adopted an Ordinance pertaining to "Mandatory Development Fees" which was thereafter codified in Chapter 161-3 of the Evesham Township Code; and

WHEREAS, COAH adopted new regulations for the third housing cycle on June 2, 2008 which permit municipalities to further amend their Ordinances to increase residential development fees and the Legislature amended the Fair Housing Act on July 17, 2008 (P.L. 2008, c. 46, section 8; C. 52:27D-329.2) to implement uniform statewide nonresidential development fees; and

WHEREAS, Evesham Township desires to repeal its prior "Development Fee Ordinance" and replace it with a new Ordinance that is consistent with COAH's third cycle rules and the Statewide Non-Residential Development Fee Act in the recent amendments to the Fair Housing Act.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Evesham that Chapter 161-3 of the Code of the Township of Evesham entitled "Mandatory Development Fees" is hereby repealed and that the following new Chapter 161-3 entitled "Affordable Housing Development Fees" be inserted in its place and stead:

SECTION 1. The following shall apply to the collection of Affordable Housing Development Fees in the Township of Evesham.

1. **Purpose.**

   a) In Holmdel Builder's Association v. Holmdel Township, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.

   b) Pursuant to P.L. 2008, c.46, section 8 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a COAH-approved spending plan may retain fees collected from non-residential development.

   c) This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance P.L. 2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate-income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

2. **Basic requirements**

   a) This ordinance shall not be effective until approved by COAH pursuant to N.J.A.C. 5:96-5.1.

   b) The Township shall not spend development fees until COAH has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96-5.3.

3. **Definitions**

a) The following terms, as used in this ordinance, shall have the following meanings:

i. **"Affordable housing development"** means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

ii. **"COAH"** or the **"Council"** means the New Jersey Council on Affordable Housing established under the Act which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

iii. **"Development fee"** means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97-8.3.

iv. **"Developer"** means the legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

v. **"Equalized assessed value"** means the assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with sections 1, 5, and 6 of P.L.1973, c.123 (C.54:1-35a through C.54:1-35c).

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

4. **Residential Development fees.**

a) Imposed fees

i. Within all residential zoning districts, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of one and one half percent of the equalized assessed value for residential development provided no increased density is permitted.

ii. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers shall be required to pay a development fee of six percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example: If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal one percent of the equalized assessed value on the first two units; and the specified higher percentage up to six percent of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

b) Eligible exactions, ineligible exactions and exemptions for residential development

i. Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

ii. Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.

iii. Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

iv. Developers of residential structures demolished and replaced as a result of fire damage, flood or similar natural disaster, shall be exempt from paying a development fee.

5. **Non-residential Development fees**

a) Imposed fees

i. Within all zoning districts, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.

ii. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.

iii. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half percent (2.5%) shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure, i.e. land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the non-residential development fee shall be zero.

b) Eligible exactions, ineligible exactions and exemptions for non-residential development

i. The non-residential portion of a mixed-use inclusionary or market-rate development shall be subject to the two and a half (2.5) percent development fee, unless otherwise exempted below.

ii. The 2.5 percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.

iii. Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to P.L.2008, c.46, as specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.

iv. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for exemption no longer applies, and shall make the payment of the non-residential

development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

v. If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by the Township as a lien against the real property of the owner.

6. Collection procedures

a) Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit. For non-residential developments, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" and complete as per the instructions provided.

b) For non-residential developments only, the developer shall also be provided with a copy of Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" to be completed as per the instructions provided. The Developer of a non-residential development shall complete Form N-RDF as per the instructions provided. The construction official shall verify the information submitted by the non-residential developer as per the instructions provided in the Form N-RDF. The Tax assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

c) The construction official responsible for the issuance of a building permit shall notify the local tax assessor of the issuance of the first building permit for a development which is subject to a development fee.

d) Within 90 days of receipt of that notice, the municipal tax assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.

e) The construction official responsible for the issuance of a final certificate of occupancy notifies the local assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.

f) Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the

development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

g) Should the Township fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in subsection b. of section 37 of P.L.2008, c.46 (C.40:55D-8.6).

h) Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.

i) Appeal of development fees

1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest bearing escrow account by the Township. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

2) A developer may challenge non-residential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by the Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, R.S.54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

7. Affordable Housing trust fund

a) There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Chief Financial Officer of the Township for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

b) The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:

1. payments in lieu of on-site construction of affordable units;
2. developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multi-story attached development accessible;
3. rental income from municipally operated units;
4. repayments from affordable housing program loans;
5. recapture funds;
6. proceeds from the sale of affordable units; and
7. any other funds collected in connection with the Township's affordable housing program.

c) Within seven days from the opening of the trust fund account, the Township shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank, and COAH to permit COAH to direct the disbursement of the funds as provided for in N.J.A.C. 5:97-8.13(b).

d) All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH.

8. Use of funds

a) The expenditure of all funds shall conform to a spending plan approved by COAH. Funds deposited in the housing trust fund may be used for any activity approved by COAH to address the Township's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of Housing Element and Fair Share Plan, or any other activity as permitted pursuant to N.J.A.C. 5:97-8.7 through 8.9 and specified in the approved spending plan.

b) Funds shall not be expended to reimburse the Township for past housing activities.

c) At least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30% or less of median income by region.

i. Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs.

ii. Affordability assistance to households earning 30% or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30% or less of median income. The use of development fees in this manner shall entitle the Township to bonus credits pursuant to N.J.A.C. 5:97-3.7.

iii. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

d) The Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with N.J.A.C. 5:96-18.

e) No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

9. Monitoring

a) The Township shall complete and return to COAH all monitoring forms

included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH or approved by the court. All monitoring reports shall be completed on forms designed by COAH.

10. Ongoing collection of fees

a) The ability for the Township to impose, collect and expend development fees shall expire with its substantive certification from COAH or judgment of compliance from the court (as the case may be) unless the Township has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification or the entry of a judgment of compliance from the court, and has received COAH's approval of its development fee ordinance. If the Township fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification or its judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). The Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall the Township retroactively impose a development fee on such a development. The Township shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

SECTION 2. Chapter 161-4 entitled "Uniform Affordable Housing Production Based Upon Growth Share" has been rendered moot by the amendments to the New Jersey Council on Affordable Housing's ("COAH's") third round rules which took effect on October 20, 2008 as published at 40 N.J.R. 6054 [see N.J.A.C. 5:97-1, et seq.]. As such, Chapter 161-4 of the Evesham Township Code is hereby repealed.

SECTION 3. If any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the Court to be invalid, such adjudication shall apply only to the section,

paragraph, subsection, clause or provision so adjudged, and the remainder of this Ordinance shall remain valid and in full force and effect.

SECTION 4. This Ordinance shall take effect upon final adoption and publication in accordance with the law.

ROLL CALL VOTE –Upon Introduction 4/28/09						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAYE	ABSTAIN	ABSENT
MARRONE		✓	✓			
MCKENNA			✓			
SARCONE			✓			
SCHMIDT	✓		✓			
MAYOR BROWN			✓			

ROLL CALL VOTE – Upon Adoption 5/19/09						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAYE	ABSTAIN	ABSENT
~~MARRONE~~						
MCKENNA	✓		✓			
SARCONE		✓	✓			
SCHMIDT			✓			
MAYOR BROWN			✓			

Adopted on second and final reading on

May 19, 2009

Mayor

Attest: Carmela Bergman

Clerk

included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier-free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with the Township's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH or approved by the court. All monitoring reports shall be completed on forms designed by COAH.

10. Ongoing collection of fees

a) The ability for the Township to impose, collect and expend development fees shall expire with its substantive certification from COAH or judgment of compliance from the court (as the case may be) unless the Township has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification or the entry of a judgment of compliance from the court, and has received COAH's approval of its development fee ordinance. If the Township fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification or its judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320). The Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall the Township retroactively impose a development fee on such a development. The Township shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

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MARRONE		✓	✓			
MCKENNA			✓			
SARCONE			✓			
SCHMIDT	✓		✓			
MAYOR BROWN			✓			

ROLL CALL VOTE – Upon Adoption 5/19/09						
COUNCIL MEMBER	INTRODUCED	SECONDED	AYE	NAYE	ABSTAIN	ABSENT
~~MARRONE~~						
MCKENNA	✓		✓			
SARCONE		✓	✓			
SCHMIDT			✓			
MAYOR BROWN			✓			

Adopted on second and final reading on

May 19, 2009

Mayor

Attest: Carmela Bergfeld

Clerk

Appendix E

COAH Resolution Approving Evesham Township's Affordable Housing Development Fee Ordinance

RESOLUTION RECOMMENDING APPROVAL OF A DEVELOPMENT FEE ORDINANCE AMENDMENT EVESHAM TOWNSHIP/BURLINGTON COUNTY

WHEREAS, Evesham Township, Burlington County, has been under the jurisdiction of the Superior Court of New Jersey since the first round, when the Township received a Final Judgment of Compliance and Repose on October 13, 1993. At that time, the Court permitted the Township to adopt an ordinance that complied with the Council on Affordable Housing's (COAH) development fee regulations. As a result, Evesham adopted Ordinance No. 40-8-94 on August 16, 1994; and

WHEREAS, a second round Final Judgment was entered by the Court on November 18, 1999, which permitted the Township to continue to collect mandatory development fees. Subsequently, Evesham amended its original development fee ordinance on November 20, 2001, with the adoption of Ordinance No. 29-10-2001; and

WHEREAS, neither the original development fee ordinance nor the amended ordinance was reviewed or approved by COAH; and

WHEREAS, on March 2, 2005, the Court issued an order in response to Evesham Township's Complaint for Declaratory Judgment which, among other things, permitted the Township to amend its development fee ordinance to come into conformity with COAH's first third round rules; and

WHEREAS, Evesham submitted a proposed amendment to its development fee ordinance on July 19, 2005; and pursuant to the Court's directive, COAH reviewed Evesham's development fee ordinance for consistency with COAH's regulations and recommended approval on August 31, 2005; and

WHEREAS, on January 25, 2007 the New Jersey Superior Court, Appellate Division, In the Matter of the Adoption of N.J.A.C. 5:94 and 5:95 by the New Jersey Council on Affordable Housing (and related cases), 390 N.J. Super. 1 (App. Div. 2007), affirmed in part, reversed in part, and remanded portions of the rules back to the Council for rulemaking; and

WHEREAS, as a result of the Court decision, COAH proposed the repeal and replacement of its initial third round methodology and rules, N.J.A.C. 5:94 and N.J.A.C. 5:95, in the form of N.J.A.C. 5:96 and N.J.A.C. 5:97 and COAH's new regulations became effective on June 2, 2008; and

WHEREAS, COAH proposed additional amendments, which became effective on October 20, 2008; and

WHEREAS, on February 22, 2008, the Court ordered extended the deadline indefinitely for the Township to complete and submit its revised third round plan; and

WHEREAS, on December 19, 2008, Evesham Township submitted Resolution No. 322-2008 requesting COAH's approval of its proposed development fee ordinance. Since Evesham is under the jurisdiction of the court, COAH's review is in the form of a recommendation to the Court (attached here as Exhibit A); and

WHEREAS, Evesham Township's development fee ordinance proposes a residential development fee of one and one-half percent (1.5%) of equalized assessed value; and

WHEREAS, if a 'd' variance is granted pursuant to N.J.S.A. 40:55D-70d(5), then the additional residential units realized will incur a development fee of six percent (6.0%) on the equalized assessed value; however, if the zoning on a site has changed during the two-year period preceding the filing of the "d" variance application, the base density for the purpose of calculating the development fee shall be the highest density permitted by right during the two-year period preceding filing of the "d" variance application; and

WHEREAS, Evesham has exempted affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units. Additionally, developments that have received preliminary or final approval prior to the adoption of the development fee ordinance, unless the developer seeks a substantial change in the approval and residential structures demolished and replaced as a result of fire damage, flood or similar natural disaster are also exempt from paying development fees; and

WHEREAS, in accordance with P.L. 2008, C. 46, the ordinance proposes a non-residential development fee of two and one-half percent (2.5%) of the equalized assessed value, which fee also applies to the increase in the equalized assessed value of an existing structure that is expanded or undergoes change to a more intense use and the replacement of a demolished building. In the case of expansion or replacement, the fee is based on the difference in equalized value of the pre-existing land and improvements and the equalized value of the newly improved or replaced structure; and

WHEREAS, the ordinance subjects the non-residential portion of a mixed used

inclusionary or market-rate development to the two and a half (2.5%) percent fee. Developments shall be exempt from development fees where there is an increase in EAV resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs and exemptions specified in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption" Form; and

WHEREAS, fifty percent of the development fees shall be collected at the time of issuance of building permit and the remaining portion shall be collected at the issuance of a certificate of occupancy; and

WHEREAS, development fees that are contested will be placed in an interest bearing escrow account by the Township, and any part of fees returned to a developer will include interest accrued on the returned amount; and

WHEREAS, the ordinance establishes a separate interest bearing housing trust fund for the purpose of depositing development fees collected in accordance with the ordinance; and

WHEREAS, Evesham has executed a three-party escrow agreement among the Township, TD Bank (formerly Commerce Bank) and COAH; and

WHEREAS, the expenditure of funds must be consistent with a spending plan to be approved by COAH, and in case of non-conformance with COAH's rules, COAH may direct the manner in which the housing trust fund shall be expended; and

WHEREAS, at least thirty percent of the development fees collected and interest earned shall be used for affordability assistance to low-and moderate-income households in affordable units included in the Township's Fair Share Plan; and

WHEREAS, one-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning thirty percent or less of median income by region; and

WHEREAS, COAH has reviewed the development fee ordinance amendment for compliance with N.J.A.C. 5:97-8 and has determined that the ordinance amendment complies with all the requirements set forth in these sections, as set forth in the COAH report dated March 18, 2009 (attached herewith as Exhibit B).

NOW THEREFORE BE IT RESOLVED that COAH hereby recommends to the Court

approval of Evesham Township's development fee ordinance amendment; and

BE IT FURTHER RESOLVED that Evesham shall file the adopted ordinance with COAH within seven days of adoption; and

BE IT FURTHER RESOLVED that the approval of this ordinance permits Evesham to impose and collect development fees at the higher percentages permitted pursuant to N.J.A.C. 5:97-8.3(c.) and continue to collect fees as required pursuant to P.L.2008, c.46 (C. 52:27D-329.2) and (C. 40:55D-8.1 through 8.7); however, the Township shall not expend development fees and housing trust funds without COAH's approval of a spending plan prior to the Township's receipt of a third round Judgment of Compliance; and

BE IT FURTHER RESOLVED that in the event the Township fails to obtain a Judgment of Compliance, the Judgment of Compliance expires or its Judgment of Compliance is revoked, the development fee ordinance shall be null and void.

Date: March 26, 2009

Lucy Vandenberg, Executive Director Council on Affordable Housing

0313 dev fee ord res

Appendix F

DRAFT SPENDING PLAN

and

DRAFT RESOLUTION OF THE TOWNSHIP COUNCIL OF EVESHAM TOWNSHIP REQUESTING REVIEW AND APPROVAL OF THE AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

Resolution _____

RESOLUTION OF THE TOWNSHIP COUNCIL OF EVESHAM TOWNSHIP REQUESTING REVIEW AND APPROVAL OF THE AFFORDABLE HOUSING TRUST FUND SPENDING PLAN

WHEREAS, the Governing Body of Evesham Township, Burlington County petitioned the Superior Court of New Jersey for substantive certification and a Judgment of Compliance on February 16, 2010; and

WHEREAS, Evesham Township's previous Spending Plan was approved by Judge Bookbinder on January 11, 2002; and

WHEREAS, Evesham Township revised development fee ordinance and submitted Ordinance 6-5-2009 to COAH for review and approval; and

WHEREAS, COAH approved Evesham Township's development fee ordinance on March 26, 2009; and

WHEREAS, the development fee ordinance establishes an affordable housing trust fund that includes development fees, payments from developers in lieu of constructing affordable units on-site, barrier free escrow funds, rental income, repayments from affordable housing program loans, recapture funds, and proceeds from the sale of affordable units; and

WHEREAS, N.J.A.C. 5:97-8.1(d) requires a municipality with an affordable housing trust fund to receive approval of a spending plan from COAH prior to spending any of the funds in its housing trust fund; and

WHEREAS, N.J.A.C. 5:97-8.10 requires a spending plan to include the following:

1. A projection of revenues anticipated from imposing fees on development, based on pending, approved and anticipated developments and historic development activity;

2. A projection of revenues anticipated from other sources, including payments in lieu of constructing affordable units on sites zoned for affordable housing, funds from the sale of units with extinguished controls, proceeds from the sale of affordable units, rental income, repayments from affordable housing program loans, and interest earned;

3. A description of the administrative mechanism that the municipality will use to collect and distribute revenues;

4. A description of the anticipated use of all affordable housing trust funds pursuant to N.J.A.C. 5:97-8.7, 8.8, and 8.9;

5. A schedule for the expenditure of all affordable housing trust funds;

6. If applicable, a schedule for the creation or rehabilitation of housing units;

7. A pro-forma statement of the anticipated costs and revenues associated with the development if the municipality envisions supporting or sponsoring public sector or non-profit construction of housing; and

8. A plan to spend the trust fund balance as of July 17, 2008 within four years of the Council's approval of the spending plan, or in accordance with an implementation schedule approved by the Council;

9. A plan to spend and/or contractually commit all development fees and any payments in lieu of construction within three years of the end of the calendar year in which funds are collected, but no later than the end of third round substantive certification period;

10. The manner through which the municipality will address any expected or unexpected shortfall if the anticipated revenues from development fees are not sufficient to implement the plan; and

11. A description of the anticipated use of excess affordable housing trust funds, in the event more funds than anticipated are collected, or projected funds exceed the amount necessary for satisfying the municipal affordable housing obligation.

WHEREAS, Evesham Township has prepared a spending plan consistent with N.J.A.C. 5:97-8.10 and P.L. 2008, c.46.

NOW THEREFORE BE IT RESOLVED that the Township Council of Evesham Township, Burlington County requests that COAH review and approve Evesham Township's spending plan.

_____

Carmela Bonfrisco
Municipal Clerk

Appendix G

Draft Affordable Housing Ordinance

O-____-_____

AN ORDINANCE OF EVESHAM TOWNSHIP, BURLINGTON COUNTY, NJ TO ADDRESS THE REQUIREMENTS OF THE COUNCIL ON AFFORDABLE HOUSING (COAH) REGARDING COMPLIANCE WITH THE MUNICIPALITY'S PRIOR ROUND AND THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS

WHEREAS, ...

161-2 Requirements for Low and Moderate Income Housing

A. Affordable Housing Obligation

(1) This Ordinance is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.

(2) The Evesham Township Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan has been endorsed by the governing body. The Fair Share Plan describes the ways Evesham Township shall address its fair share for low- and moderate-income housing as determined by the Council on Affordable Housing (COAH) and documented in the Housing Element.

(3) This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:97, as may be amended and supplemented.

(4) Evesham Township shall file monitoring reports with COAH in accordance with N.J.A.C. 5:96, tracking the status of the implementation of the Housing Element and Fair Share Plan. Any plan evaluation report of the Housing Element and Fair Share Plan and monitoring prepared by COAH in accordance with N.J.A.C. 5:96 shall be available to the public at the Evesham Township Municipal Building, Municipal Clerk's Office, 984 Tuckerton Road, Marlton, NJ 08053, or from COAH at 101 South Broad Street, Trenton, New Jersey and on COAH's website, www.nj.gov/dca/affiliates/coah.

B. Definitions

The following terms when used in this section 161-2 shall have the meanings given below:

"Accessory apartment" means a self-contained residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home, or through the conversion of an existing accessory structure on the same site, or by an addition to an existing home or accessory building, or by the construction of a new accessory structure on the same site.

"Act" means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

"Adaptable" means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

"Administrative agent" means the entity responsible for the administration of affordable units in

accordance with this ordinance, N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq.

"Affirmative marketing" means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

"Affordability average" means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

"Affordable" means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

"Affordable development" means a housing development all or a portion of which consists of restricted units.

"Affordable housing development" means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

"Affordable housing program(s)" means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

"Affordable unit" means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

"Agency" means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

"Age-restricted unit" means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80 percent of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as "housing for older persons" as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

"Assisted living residence" means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

"Certified household" means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

"COAH" means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

"DCA" means the State of New Jersey Department of Community Affairs.

"Deficient housing unit" means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

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

"Development" means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

"Inclusionary development" means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

"Low-income household" means a household with a total gross annual household income equal to 50 percent or less of the median household income.

"Low-income unit" means a restricted unit that is affordable to a low-income household.

"Major system" means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

"Market-rate units" means housing not restricted to low- and moderate-income households that may sell or rent at any price.

"Median income" means the median income by household size for the applicable county, as adopted annually by COAH.

"Moderate-income household" means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income.

"Moderate-income unit" means a restricted unit that is affordable to a moderate-income household.

"Non-exempt sale" means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a class A beneficiary and the transfer of ownership by court order.

"Random selection process" means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

"Regional asset limit" means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by COAH's adopted Regional Income Limits published annually by COAH.

"Rehabilitation" means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

"Rent" means the gross monthly cost of a rental unit to the tenant, including the rent paid to the

landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

"Restricted unit" means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

"UHAC" means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

"Very low-income household" means a household with a total gross annual household income equal to 30 percent or less of the median household income.

"Very low-income unit" means a restricted unit that is affordable to a very low-income household.

"Weatherization" means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

C. Affordable Housing Programs

The Township of Evesham has determined that it will use the following mechanisms to satisfy its affordable housing obligations:

(1) A Rehabilitation program.

a. Evesham Township's rehabilitation program shall be designed to renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the New Jersey State Housing Code pursuant to N.J.A.C. 5:28.

b. Both owner occupied and renter occupied units shall be eligible for rehabilitation funds.

c. All rehabilitated units shall remain affordable to low- and moderate-income households for a period of _ years (the control period). For owner occupied units the control period will be enforced with a lien and for renter occupied units the control period will be enforced with a deed restriction.

d. The Township of Evesham shall dedicate a minimum of $10,000 for each unit to be rehabilitated and utilized for COAH credit through this program, reflecting the minimum hard cost of rehabilitation for each unit.

e. The Township of Evesham shall adopt a resolution committing to fund any shortfall in the rehabilitation programs for the Township of Evesham.

f. The Township of Evesham shall designate, subject to the approval of COAH, one or more Administrative Agents to administer the rehabilitation program in accordance with N.J.A.C. 5:96 and N.J.A.C. 5:97. The Administrative Agent(s) shall provide a rehabilitation manual for the owner occupancy rehabilitation program and a rehabilitation manual for the rental occupancy rehabilitation program to be adopted by resolution of the governing body and subject to approval of COAH. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

g. Units in a rehabilitation program shall be exempt from N.J.A.C. 5:97-9 and Uniform

Housing Affordability Controls (UHAC), but shall be administered in accordance with the following:

i. If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to N.J.A.C. 5:97-9 and UHAC.

ii. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:97-9 and UHAC.

iii. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

iv. Applicant and/or tenant households shall be certified as income-eligible in accordance with N.J.A.C. 5:97-9 and UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

(2) A Market to Affordable program.

a. A market to affordable program will be established in Evesham Township to permit the purchase or subsidization of units through a written agreement with the property owner and sold or rented to low- and moderate-income households. Subject to the provisions of 2iii below, the market to affordable programs may produce both low- and moderate-income units (the program may be limited to only low- or only moderate-income units as per the Fair Share Plan).

b. The following provisions shall apply to market to affordable programs:

i. At the time they are offered for sale or rental, eligible units may be new, pre-owned or vacant.

ii. The units shall be certified to be in sound condition as a result of an inspection performed by a licensed building inspector.

iii. Evesham Township will provide a minimum of $25,000 per unit to subsidize each moderate-income unit and/or $30,000 per unit to subsidize the each low-income unit, with additional subsidy depending on the market prices or rents in a municipality.

iv. The maximum number of creditable market to affordable units shall be equal to no more than 10 for sale units and 10 rental units or a combined total of 10 percent of the fair share obligation, whichever is greater.

3. The units shall comply with N.J.A.C. 5:97-9 and UHAC with the following exceptions:

i. Bedroom distribution (N.J.A.C. 5:80-26.3(b) and (c));

ii. Low/moderate income split (N.J.A.C. 5:80-26.3(a)); and

iii. Affordability average (N.J.A.C._5:80-26.3(d) and (e)); however:

A. The maximum rent for a moderate-income unit shall be affordable to

households earning no more than 60 percent of median income and the maximum rent for a low-income unit shall be affordable to households earning no more than 44 percent of median income; and

B. The maximum sales price for a moderate-income unit shall be affordable to households earning no more than 70 percent of median income and the maximum sales price for a low-income unit shall be affordable to households earning no more than 40 percent of median income.

(3) Supportive and Special Needs Housing

a. Supportive and special needs housing in Evesham Township will include, but will not limited to: residential health care facilities as licensed and/or regulated by DCA or the New Jersey Department of Health and Senior Services if the facility is located with, and operated by, a licensed health care facility; group homes for people with developmental disabilities and mental illness as licensed and/or regulated by the New Jersey Department of Human Services; permanent supportive housing; and supportive shared living housing. Long term health care facilities including nursing homes, and Class A, B, C, D, and E boarding homes do not qualify as supportive and special needs housing.

b. The following provisions shall apply to group homes, residential health care facilities, and supportive shared living housing:

i. The unit of credit shall be the bedroom.

ii. Housing that is age-restricted shall be included with the maximum number of units that may be age-restricted pursuant to N.J.A.C. 5:97-3.8.

iii. Occupancy shall not be restricted to youth under 18 years of age.

v. All sites shall meet the site suitability criteria set forth in N.J.A.C. 5:97-3.13.

vi. The municipality or developer/sponsor shall have site control or the ability to control the site(s).

c. The following provisions shall apply to permanent supportive housing:

i. Units shall not be restricted to youth under 18 years of age.

ii. All sites shall meet the site suitability criteria set forth in N.J.A.C. 5:97-3.13.

iii. Evesham Township or developer/sponsor shall have site control or the ability to control the site(s).

d. The bedrooms and/or units shall comply with N.J.A.C.5:97-9 and UHAC with the following exceptions:

i.. Affirmative marketing (N.J.A.C. 5:80-26.15); however, group homes, residential health care facilities, permanent supportive housing and supportive shared living housing shall be affirmatively marketed to individuals with special needs in accordance with a plan approved by the Council's Executive Director;

ii. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3); and

iii. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, group homes, residential health care facilities, supportive shared living housing and permanent supportive housing shall have the appropriate controls on affordability in accordance with N.J.A.C. 5:97-9.

(4) Assisted living residence

a. An assisted living residence is a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available. All or a designated number of apartments in the facility shall be restricted to low- and moderate-income households.

b. The following provisions shall apply to assisted living residences:

i. A recipient of a Medicaid waiver shall automatically qualify as a low- to moderate-income household.

ii. Assisted living units are considered age-restricted housing in a Fair Share Plan and shall be included with the maximum number of units that may be agerestricted pursuant to N.J.A.C. 5:97-3.8.

iii. Low- and moderate-income residents cannot be charged any upfront fees.

iv. All sites for assisted living residences shall meet the site suitability criteria set forth in N.J.A.C. 5:97-3.13.

v. Evesham Township or developer/sponsor shall have control or the ability to control the site(s).

c. The units shall comply with N.J.A.C. 5:97-9 and UHAC with the following exceptions:

i. Affirmative marketing (N.J.A.C. 5:80-26.15); provided that the units are restricted to recipients of Medicaid waivers;

ii. The deed restriction may be on the facility, rather than individual apartments or rooms;

iii. Low/moderate income split and affordability average (N.J.A.C. 5:80-26.3(a), (d) and (e)); only if all of the affordable units are affordable to households at a maximum of 60 percent of median income; and

iv. Tenant income eligibility (N.J.A.C. 5:80-26.13(b)); up to 80 percent of an applicant's gross income may be used for rent, food and services based on occupancy type and the affordable unit must receive the same basic services as required by the Agency's underwriting guidelines and financing policies. The cost of non-housing related services shall not exceed one and two-thirds times the rent established for each unit.

(5) Extension of expiring controls

a. Evesham Township will address a portion of its growth share obligation through the extension of affordability controls in accordance with N.J.A.C. 5:97-9 and UHAC, subject to the following:

i. The unit meets the criteria for prior-cycle or post-1986 credits set forth in N.J.A.C. 5:97-4.2 or 4.3;

ii. The affordability controls for the unit are scheduled to expire during the 1999 through 2018 period;

iii. Evesham Township shall obtain a continuing certificate of occupancy or a certified statement from the municipal building inspector stating that the restricted unit meets all code standards; and

iv. If a unit requires repair and/or rehabilitation work in order to receive a continuing certificate of occupancy or certified statement from the municipal building inspector, Evesham Township shall fund and complete the work. Evesham Township may utilize its affordable housing trust fund to purchase the unit and/or complete the necessary repair and/or rehabilitation work.

(6) RESERVED

(7) RESERVED

D. Inclusionary Zoning

(1) Presumptive densities and set-asides. To ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing, inclusionary zoning permits minimum presumptive densities and presumptive maximum affordable housing set-asides as follows. Portions of Evesham Township are specified Affordable Housing Zones (AH-1, AH1A, AH-2, AH-3) within Planning Areas 1, 2, & 3 and Pinelands Regional Growth Management Areas. These inclusionary zones have already been built or approved for development. Additional inclusionary development may be proposed in the Pinelands Area in the future.

a. The inclusionary zones in Evesham Township have specific required density and set asides in accordance with the Fair Share plan and the Prior Rounds compliance plans. The specific densities and set asides are included in §160-66 of the Evesham Township ordinance.

b. If any new inclusionary developments arise during the Round III time period they will comply with the presumptive densities set forth in the COAH rules. In the case of developments within the Pinelands Area.....

(2) Phasing. In inclusionary developments the following schedule shall be followed:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1	10

50	50
75	75
90	100

(3) Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.

(4) Payments-in-lieu and off-site construction. The standards for the collection of Payments-in-Lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with N.J.A.C. 5:97-6.4.

(5) Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.

E. New Construction

The following general guidelines apply to all newly constructed developments that contain low- and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

(1) Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:

a. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.

b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.

c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:

i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;

ii. At least 30 percent of all low- and moderate-income units shall be two bedroom units;

iii. At least 20 percent of all low- and moderate-income units shall be three bedroom units; and

iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

(2) Accessibility Requirements:

a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling

unit shall have the following features:

i. An adaptable toilet and bathing facility on the first floor;

ii. An adaptable kitchen on the first floor;

iii. An interior accessible route of travel on the first floor;

iv. An interior accessible route of travel shall not be required between stories within an individual unit;

v. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

vi. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7 andN.J.A.C. 5:97-3.14, or evidence that the Township of Evesham has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:

A. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.

B. To this end, the builder of restricted units shall deposit funds within the Township of Evesham's affordable housing trust fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.

C. The funds deposited under paragraph B. above shall be used by the Township of Evesham for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.

D. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the Township of Evesham.

E. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township of Evesham's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.

F. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is site impracticable to meet the requirements. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

(3) Maximum Rents and Sales Prices

a. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and in COAH, utilizing the regional income limits established by COAH.

b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.

c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.

   i. At least 13 percent of all low- and moderate-income rental units over the course of the Round Three planning cycle shall be affordable to households earning no more than 30 percent of median income.

d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.

e. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:

   i. A studio shall be affordable to a one-person household;

   ii. A one-bedroom unit shall be affordable to a one and one-half person household;

   iii. A two-bedroom unit shall be affordable to a three-person household;

   iv. A three-bedroom unit shall be affordable to a four and one-half person household; and

   v. A four-bedroom unit shall be affordable to a six-person household.

f. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:

   i. A studio shall be affordable to a one-person household;

   ii. A one-bedroom unit shall be affordable to a one and one-half person household; and

   iii. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

g. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

h. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

i. 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.

j. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

k. Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

F. Affirmative Marketing Requirements

(1) Evesham Township shall adopt by resolution an Affirmative Marketing Plan, subject to approval of COAH, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.

(2) The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 5 and covers the period of deed restriction.

(3) The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 5 comprised of 3 counties.

(4) The Administrative Agent designated by the Township of Evesham shall assure the affirmative marketing of all affordable units consistent with the Affirmative Marketing Plan for the municipality.

(5) In implementing the affirmative marketing plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.

(6) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.

(7) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by Evesham Township.

G. Occupancy Standards

(1) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:

a. Provide an occupant for each bedroom;

b. Provide children of different sex with separate bedrooms; and

c. Prevent more than two persons from occupying a single bedroom.

(2) Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

H. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

(1) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance until the Township of Evesham elects to release the unit from such requirements however, and prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.

(2) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.

(3) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.

(4) At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.

(5) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.

(6) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

I. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

(1) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

(2) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.

(3) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.

(4) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

J. Buyer Income Eligibility

(1) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

(2) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's certified monthly income.

K. **Limitations on indebtedness secured by ownership unit; subordination**

(1) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.

(2) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).

L. Control Periods for Restricted Rental Units

(1) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the Township of Evesham elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.

(2) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Burlington. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.

(3) A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:

a. Sublease or assignment of the lease of the unit;

b. Sale or other voluntary transfer of the ownership of the unit; or

c. The entry and enforcement of any judgment of foreclosure.

M. Price Restrictions for Rental Units; Leases

(1) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.

(2) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.

(3) Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

N. Tenant Income Eligibility

(1) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:

a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.

b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.

c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.

(2) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed

35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;

b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;

c. The household is currently in substandard or overcrowded living conditions;

d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or

e. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

(3) The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

O. Administration

(1) The position of Municipal Housing Liaison (MHL) for Evesham Township is established by this ordinance. The Township Council shall make the actual appointment of the MHL by means of a resolution.

a. The MHL must be either a full-time or part-time employee of Evesham Township.

b. The person appointed as the MHL must be reported to COAH for approval.

c. The MHL must meet all COAH requirements for qualifications, including initial and periodic training.

**NOTE: if the MHL position is one that will always be included in the job description for a particular position in the local staff, e.g. Township Clerk, that position can be named in this ordinance.

d. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township of Evesham, including the following responsibilities which may not be contracted out to the Administrative Agent:

i. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;

ii. The implementation of the Affirmative Marketing Plan and affordability controls.

iii. When applicable, supervising any contracting Administrative Agent.

iv. Monitoring the status of all restricted units in the Township of Evesham's Fair

Share Plan;

v. Compiling, verifying and submitting annual reports as required by COAH;

vi. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and

vii. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by COAH.

(2) The Township of Evesham shall designate by resolution of the Township Council, subject to the approval of COAH, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:96, N.J.A.C. 5:97 and UHAC.

(3) An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of COAH. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

**NOTE: If it is decided that an employee of the municipality will act as administrative agent or if the Housing Affordability Service (HAS) of the Agency is selected, the determination of such can be included in this ordinance.

(4) The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:

a. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by COAH;

b. Affirmative Marketing;

c. Household Certification;

d. Affordability Controls;

e. Records retention;

f. Resale and re-rental;

g. Processing requests from unit owners; and

h. Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.

i. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

P. Enforcement of Affordable Housing Regulations

(1) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.

(2) After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:

i. A fine of not more than [*insert amount*] or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;

ii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Evesham Affordable Housing Trust Fund of the gross amount of rent illegally collected;

iii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.

b. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.

(3) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.

(4) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrowfor a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance

within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

(5) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

(6) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.

(7) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.

(8) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Q. Appeals

Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed in writing with the Executive Director of COAH.

REPEALER

All Ordinances or parts of Ordinances inconsistent herewith are repealed as to such inconsistencies.

SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the

validity of the remaining portions thereof.

EFFECTIVE DATE

This ordinance shall take effect upon passage and publication as provided by law.

Appendix H

Service List

Appendix H

Service List

EVESHAM TWP, BURLINGTON COUNTY
SERVICE LIST

N.J.A.C. 5:96-3.7

A municipality that petitions the Council on Affordable Housing (COAH) for substantive certification or is otherwise participating in COAH's substantive certification process must include an updated service list in order for COAH to review its submittal. At the time it files or petitions for substantive certification a municipality must provide COAH with a Service List which includes the following information (Please print clearly):

1. Current names and addresses of owners of sites included in previously certified or court settled plans that were zoned for low- and moderate-income housing and/or were to pay a negotiated fee(s). Owners of sites that have been completely developed may be excluded;

PROJECT NAME		**BLOCK**	
		LOT	
PROPERTY OWNER		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

PROJECT NAME		**BLOCK**	
		LOT	
PROPERTY OWNER		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

PROJECT NAME		**BLOCK**	
		LOT	
PROPERTY OWNER		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

PROJECT NAME		**BLOCK**	
		LOT	
PROPERTY OWNER		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

EVESHAM TWP, BURLINGTON COUNTY
SERVICE LIST

N.J.A.C. 5:96-3.7

PROJECT NAME		BLOCK	
		LOT	
PROPERTY OWNER		TITLE	
EMAIL		PHONE NO.	
ADDRESS		FAX NO.	

PROJECT NAME		BLOCK	
		LOT	
PROPERTY OWNER		TITLE	
EMAIL		PHONE NO.	
ADDRESS		FAX NO.	

EVESHAM TWP, BURLINGTON COUNTY
SERVICE LIST
N.J.A.C. 5:96-3.7

2. The names and addresses of owners of all new or additional sites included in the Fair Share Plan;

		BLOCK	206
PROJECT NAME	Sharp Run Apartments	**LOT**	32
PROPERTY OWNER	Sharp Road, LLC	**TITLE**	Sharp Road
EMAIL		**PHONE NO.**	
ADDRESS	20000 Horizon Way #180 Mt Laurel, NJ 08054	**FAX NO.**	

		BLOCK	206
PROJECT NAME	Sharp Run Apartments	**LOT**	32
PROPERTY OWNER	Sharp Road, LLC 20000 Horizon Way #180 Mt Laurel, NJ 08054	**TITLE**	Sharp Road
EMAIL		**PHONE NO.**	856-722-7070
ADDRESS	MEND, Inc 1 Seneca Court Marlton, NJ 08053	**FAX NO.**	

		BLOCK	24.24
PROJECT NAME	Homestead at Evesham	**LOT**	2
PROPERTY OWNER	Crossings Office Park, LLC	**TITLE**	
EMAIL		**PHONE NO.**	609-654-2107
ADDRESS	16 High Point Drive Medford, NJ 08055	**FAX NO.**	

		BLOCK	24.24
PROJECT NAME	Homestead at Evesham	**LOT**	2
PROPERTY OWNER	Crossings Office Park, LLC	**TITLE**	
EMAIL		**PHONE NO.**	732-578-0960
ADDRESS	JDME Acquisitions LLC 21 E. Front Street, Ste 200 Reb Bank, NJ 07701	**FAX NO.**	

	Shelter Development	**BLOCK**	2.01
PROJECT NAME	LLC	**LOT**	5,5.01,6 & 8
PROPERTY	Philip Traino and	**TITLE**	Brightview at

EVESHAM TWP, BURLINGTON COUNTY
SERVICE LIST

N.J.A.C. 5:96-3.7

OWNER	Madeline Lucci, Trustees517 Hydrangea Drive Mount Laurel, NJ 08054		Evesham
EMAIL		**PHONE NO.**	
ADDRESS	Shelter Development 218 N. Charles St Suite 220 Baltimore, MD 21201	**FAX NO.**	

PROJECT NAME	Shelter Development LLC	**BLOCK**	2.01
		LOT	5,5.01,6 & 8
PROPERTY OWNER	Philip Traino and Madeline Lucci, Trustees517 Hydrangea Drive Mount Laurel, NJ 08054	**TITLE**	Brightview at Evesham
EMAIL		**PHONE NO.**	
ADDRESS	Shelter Development 218 N. Charles St Suite 220 Baltimore, MD 21201	**FAX NO.**	

PROJECT NAME	100 Barn Road	**BLOCK**	11.42
		LOT	92.02
PROPERTY OWNER	Family Service of Burlington County 770 Woodlane Rd. Westampton, NJ 08060	**TITLE**	
EMAIL		**PHONE NO.**	609-267-5928
ADDRESS	770 Woodlane Rd. Westampton, NJ 08060	**FAX NO.**	609-267-5928

EVESHAM TWP, BURLINGTON COUNTY
SERVICE LIST

N.J.A.C. 5:96-3.7

3. Except for Mayors, Clerks, Municipal Attorneys and Municipal Housing Liaisons, which are automatically added to every Service List by COAH, the names and addresses of all municipal employees or designees that the municipality would like notified of all correspondence relating to the filing or petition;

NAME	Regina Kinney	**TITLE**	Evesham Township Administrative Officer
EMAIL	kinneyr@evesham-nj.gov	**PHONE NO.**	856-983-2900
ADDRESS	984 Tuckerton Road Marlton, NJ 08053	**FAX NO.**	856-983-6709

NAME	Carlos Martinez	**TITLE**	Evesham Director of Community Development
EMAIL	martinezc@evesham-nj.gov	**PHONE NO.**	856-983-2900
ADDRESS	984 Tuckerton Road Marlton, NJ 08053	**FAX NO.**	856-983-6709

NAME	Stuart Platt, Esq.	**TITLE**	Planning Board Solicitor
EMAIL	sapesq@marrazzoplattlaw.com	**PHONE NO.**	856 784-1555
ADDRESS	40 Berlin Avenue Stratford, NJ 08084	**FAX NO.**	856 784-8050

NAME	Leah Furey-Bruder PP AICP	**TITLE**	Planner
EMAIL	lfurey@bachdesigngroup.com	**PHONE NO.**	856-546-8611
ADDRESS	304 White Horse Pike Haddon Heights, NJ 08035	**FAX NO.**	856-546-8612

NAME	Jeffrey Surenian, Esq.	**TITLE**	Affordable Housing Council
EMAIL	jrs@surenian.com	**PHONE NO.**	732-612-3100
ADDRESS	707 Union Ave, Brielle, NJ 08730	**FAX NO.**	_____

NAME	Thomas Czerniecki	**TITLE**	Township Manager

EVESHAM TWP, BURLINGTON COUNTY
SERVICE LIST

N.J.A.C. 5:96-3.7

EMAIL	czernieckit@evesham-nj.gov	**PHONE NO.**	856-983-2900
ADDRESS	984 Tuckerton Road Marlton, NJ 08053	**FAX NO.**	856-983-6709

EVESHAM TWP, BURLINGTON COUNTY
SERVICE LIST

N.J.A.C. 5:96-3.7

4. The names and addresses of relevant County, Regional and/or State entities; AND

NAME	Mark Remsa	**TITLE**	Director of Regional Planning, Burlington County
EMAIL		**PHONE NO.**	**(609)-265-5055**
ADDRESS	50 Rancocas Road PO Box 6000 Mount Holly, NJ 08060	**FAX NO.**	**(609)-265-5006**

NAME		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

NAME		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

NAME		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

NAME		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

EVESHAM TWP, BURLINGTON COUNTY
SERVICE LIST

N.J.A.C. 5:96-3.7

5. Names of known interested party(ies).

NAME	David Oberlander, Esq.	**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS	2 Eastwick Drive, Ste. 102 Gibbsboro, NJ 08026	**FAX NO.**	

NAME		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

NAME		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

NAME		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

NAME		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

NAME		**TITLE**	
EMAIL		**PHONE NO.**	
ADDRESS		**FAX NO.**	

Appendix I

Inventory of Rehabilitated Housing Units

Evesham Township Housing Rehabilitations					
Address	**Block / Lot**	**Resolution/Date**	**Amount**	**Summary of Work**	**Final Inspection**
127 Sycamore Avenue	62 / 9.01	97-2004 May 25, 2004	$9,793	Roof, heating & AC	6/28/04
36 King Avenue	20.08 / 8	129-2007 June 19, 2007	$10,271	Remove & replace unsafe laundry room, divert stormwater, replace HVAC	9/17/07
189 W Greentree Rd	37.06 / 5.01	133-2003 June 17, 2003 195-2003 July 15,2003 234-2005 August 16, 2005 10-2006 January 17, 2006	$38,047	HVAC, hot water heater, flooding remediation, re-roofing, doors and windows, stove	7/24/03 8/19/03 8/26/03 9/30/05 11/02/05
4 Hornsby Drive	13.11 / 28	146-2008 June 17, 2008 198-2009	$8,920	Roof replacement, gutters, downspouts	6/04/09
321 Barton Run Blvd	44.12 / 3	93-2007 May 15, 2007 32-2008 February 19, 2008 64-2009 May 17, 2009	$12,154	Gas furnace & water heater, 12 windows, sliding door	7/26/07 4/24/08 5/28/09
13 Tomlinson Lane	27.05 / 1	288-2006 Nov 28, 2006	$9,695	Heater & AC, prep and painting of exterior	3/09/07 7/18/07
29 Marlborough Ave	27.04 / 32	130-2007 June 19, 2007 145-2008 June 17, 2008	$9,050	Heater & AC, window and frame, door replacement, hot water heater	12/03/07 8/07/08
16 King Avenue	20.11 / 13	210-2006 August 22, 2006 122-2008 May 20, 2008	$17,134	Heat & AC, hot water heater, roof replacement, electrical, sewer lateral replacement	8/03/06 9/13/06 3/27/08 4/14/08 4/16/08
21 Jefferson Ave	27.07 / 35	230-2004 Sept 21, 2004	$17,866	Roof replace, window replace, exterior door, heater & AC, water heater, electrical work	10/25/04 11/22/04 1/10/05
206 Foxwood	44.21 /	47-2007	$16,593	Replace heater &	4/25/07

Lane	15	March 6, 2007		AC, windows, front door replacement, roof repair, rotted soffits	5/15/07
117 Brick Rd	34 / 2.04	106-2008 May 6, 2008 335-2009 Nov 10, 2009	$13,500	Demolition of unsafe structures, roof replacement	6/05/08 12/15/09
5 School House Lane	26.03 / 4	147-2008 June 17, 2008	$12,828	Roof replacement, chimney repair, mold mitigation, electrical work	8/15/08 8/28/08 12/1/08
34 Knox Blvd	27.15 / 16	131-2003 June 17, 2003	$11,269	17 windows, heater &AC, water heater	8/07/03 11/03/03
35 Beetlewood Road	27.07 / 16	269-2003 October 21,2003 10-2004 January 20, 2004 130-2003 June 17, 2003	$13,790	New roof, gutters, storm door, sewer lateral, roof rafters	8/19/03 2/20/04
122 Westminster Ave	20.20 / 7	134-2003 June 17, 2003	$16,846	Handicap access bathroom, heater & AC, replace stairs and railing	8/07/03
203 N Locust Ave	10.04 / 13	194-2003 July 15, 2003 79-2003 April 22, 2003 174-2006 July 25, 2006	$20,859	Ramp, exterior door, gas hook up, new roof, heater & AC, 10 replacement windows	8/14/03 9/16/03 9/26/06
		Total $269,052			
		Average $14,437			

Appendix J

COAH's Rehabilitation Program Checklist

REHABILITATION PROGRAM (N.J.A.C. 5:97-6.2)

General Description

Municipality/County: *Evesham Township, Burlington County*

Program Name: *Evesham Township Rehab Program*

Number of proposed units to be rehabilitated: 16

Information and Documentation Required with Petition

☒ Determination of Rehabilitation Share

☒ Accept number in N.J.A.C. 5:97 – Appendix B; **OR**

☐ Exterior Housing Survey conducted by the municipality

☒ Information regarding the rehabilitation program on forms provided by the Council. (If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

☒ Documentation demonstrating the source(s) of funding

☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall

☒ Schedule illustrating how the rehabilitation share will be addressed within the period of substantive certification

Information and Documentation Required Prior to Substantive Certification

☒ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18

☐ Draft or adopted rehabilitation operating manual that includes a description of the program procedures and administration including a copy of sample deed restriction and/or lien.

☐ Affirmative Marketing Plan for the re-rental of rehabilitated rental units, in accordance with UHAC

Rehabilitation Narrative Section

As outlined in the Fair Share Plan (Section IIID(1), the Township has operated a rehabilitation program since 2002, which is administered by the Deaprtment of Community Development. The Township's Rehabilitation obligation is 5 units, but 16 units have already been completed, averaginh $14,437 in hard costs. The inventory of units is included as Appendix I.

Appendix K

Market to Affordable Program Checklist

MARKET TO AFFORDABLE PROGRAM (N.J.A.C. 5:97-6.9)

General Description

Municipality/County: *Evesham Township, Burlington County*

Affordable Units Proposed: 50

Family Rentals: 50

Low-Income: 20 Moderate-Income: 30

Age-Restricted Rentals: 0

Low-Income: 0 Moderate-Income: 0

Family For-Sale: 0

Low-Income: 0 Moderate-Income: 0

Age-Restricted For-Sale: 0

Low-Income: 0 Moderate-Income: 0

Average expenditure:

For each low-income unit: $ 50,000

For each moderate-income unit: $ 30,000

Bonuses, if applicable:

Rental bonuses as per N.J.A.C. 5:97-3.5: 0

Rental bonuses as per N.J.A.C. 5:97-3.6(a): 22

Very low income bonuses as per N.J.A.C. 5:97-3.7[1]: 0

Information and Documentation Required with Petition

☒ Project/Program Information Form (previously known as Project/Program Monitoring Form. If relying on previously submitted 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

☒ Demonstration that there are sufficient market-rate units within the municipality on the multiple listing service for a viable program

☒ Estimate of the amount required to subsidize typical for-sale and/or rental units including any anticipated rehabilitation costs

☒ Documentation of funding sources

☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall

☒ Spending plan including the details to implement this program

Information and Documentation Required Prior to Substantive Certification

☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18

☐ Adopted operating manual that includes a description of program procedures and administration or a statement indicating that the Administrative Agent designated to run the program uses a COAH-approved manual

☐ Affirmative Marketing Plan in accordance with UHAC

Market to Affordable Narrative Section

As described in section IIID(3) of the Fair Share Plan, the Township proposes a 50 unit market to affordable rental program. There are sufficient rental units within the Township to make the program viable (see pages 45-48). COAH's market to affordable calculators were utilized to estimate the monthly rental subsidy that may be needed at some of the existing apartment complexes for both low and moderate income households. The monthly subsidies would range from $200 to $500 depending on the household's income and size. The Township will propose an up-front payment, which may reduce the costs to an estimated $30,000 to $50,000 per unit. Since the Township has met it's "Current" affordable housing obligations, the Township proposes to implement the market to affordable program when the need arises as set forth in the implementation schedule.

Appendix L

Homestead at Evesham Checklist

ASSISTED LIVING RESIDENCE (N.J.A.C. 5:97-6.11)

(Submit separate checklist for each site or project)

General Description

Municipality/County: *Evesham Township, Burlington County*

Project or Program Name: *Homestead at Evesham*

Block(s) and Lot(s): Block 24.24 Lot 2

Date facility will be constructed or placed into service: 2012

Total units proposed 150

Market-rate units: 118

Affordable units/bedrooms: 32

Number restricted for Medicaid waivers: _____

Bonuses, if applicable:

Prior Round Rental bonuses as per N.J.A.C. 5:97-3.5 _____

Compliance bonuses as per N.J.A.C. 5:97-3.17: _____

Date zoning adopted: 6/19/2007 Date Development approvals granted: 9/20/2009

Information and Documentation Required with Petition

☒ Completed Assisted Living survey form (If project was previously reported in 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

A general description of the site, including:

- ☒ Name and address of owner
- ☒ Subject property address
- ☒ Subject property block(s) and lot(s)
- ☒ Subject property total acreage
- ☒ Description of previous zoning
- ☒ Current zoning and date current zoning was adopted
- ☒ Tax maps showing the location of site with legible dimensions (electronic if available)

A description of the suitability of the site, including:

- ☒ Description of surrounding land uses

- ☒ Demonstration that the site has street access
- ☒ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☒ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☒ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

- ☒ Wetlands and buffers
- ☒ Steep slopes
- ☒ Flood plain areas
- ☒ Stream classification and buffers
- ☒ Critical environmental site
- ☒ Historic or architecturally important site/district
- ☒ Contaminated site(s); proposed or designated brownfield site
- ☒ Based on the above, a quantification of buildable and non-buildable acreage

- ☐ RFP or Developer's Agreement
- ☐ Construction schedule and timetable for each step in the development process
- ☐ Pro-forma statement for the project
- ☐ Documentation of funding sources
- ☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall

Information and Documentation Required Prior to Marketing the Completed Units or Facility

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ A draft or adopted operating manual that includes a description of the program procedures and administration in accordance with UHAC
- ☐ An affirmative marketing plan in accordance with UHAC if the units are not restricted to recipients of Medicaid waivers
- ☐ Check here if the affirmative marketing plan and resolution/contract with an Administrative Agent is being replaced with an executed Memorandum of Understanding with the New Jersey Housing and Mortgage Finance Agency (HMFA)

Assisted Living Narrative Section

The Homestead at Evesham site is located on the west side of Lippincott Drive within the AH-1A zoning district. The site was contemplated in the 1999 Fair Share Plan and was more specifically included in the 2006 Master Plan, with a recommendation that the AH-1A zoning be amended to permit a variety of age-restricted unit types in a congregate care facility with and affordable housing set aside. Revisions to the AH-1A zoning district were adopted on June 19, 2007 (Ord 10-6-2007) and minor adjustments were made to the ordinance on June 23, 2009 (Ord10-6-2009) to ensure a realistic opportunity for the provision of an inclusionary continuing care facility. The proposal to construct a congregate care facility for senior citizens consisting of 150 total units (106 independent living and 44 assisted living) will include 32 units for low and moderate income persons. The units will be rental units and there is no entry fee for the facility. In accordance with N.J.A.C. 5:97-2.5(a)(1)(ii), certificates of occupancy issued for continuing care retirement communities are included in the non-residential growth share calculation, so the market rate units/beds do not create a residential growth share obligation. The applicant received minor subdivision approval and preliminary site plan approval from the Evesham Township Planning Board on August 20, 2009. See page 43-44 of the Housinng Element ad Fair Share Plan for a full site description and information.

Appendix M

AH-1A Zoning Ordinance

TOWNSHIP OF EVESHAM

ORDINANCE NO. NO. 10-6-2009

ORDINANCE OF THE TOWNSHIP OF EVESHAM AMENDING CHAPTER 160 OF THE LAND USE DEVELOPMENT ORDINANCE OF THE TOWNSHIP OF EVESHAM TO ALTER THE AH-1A ZONING DISTRICT TO FACILITATE THE PRODUCTION OF AFFORDABLE HOUSING

WHEREAS, the Planning Board of the Township of Evesham adopted a Master Plan including a Housing Element and Fair Share Plan on September 20, 2006, which makes a number of recommendations to ensure that Evesham Township provides opportunities for the production of affordable housing in accordance with the Township's Constitutional obligation to provide its fair share of affordable housing; and

WHEREAS, the Housing Element and Fair Share Plan specifically recommend that the AH-1A zoning for the property known as block 24.24, lot 2 in Evesham Township, be amended to provide a more realistic opportunity for inclusionary development within the parcel; and

WHEREAS, there is a need for continuing care facilities for the aging population that combines congregate/independent living opportunities with opportunities for assisted living and additional care; and

WHEREAS, the Township Council has determined that such facilities are appropriate for inclusion as a permitted use on Block 24.24, Lot 2 in Evesham Township; and

WHEREAS, Ordinance 10-6-2007 made specific changes to the AH-1A zone intended to effectuate the purposes above, and

WHEREAS a municipal recreation facility exists on the adjacent property (block 24.24, lot 101) and on a portion of the subject site (block 24.24, lot 2) and it has been determined that a subdivision conveying the recreation facility to the Township, as opposed to the perpetual recreation easement, would provide the most practical means to maintain and manage the

recreation facility into the future. The subdivision will reduce the gross lot area of block 24.24, lot 2, necessitating revisions to the AH-1A zoning requirements.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township Council of the Township of Evesham, County of Burlington, State of New Jersey as follows:

SECTION I. Amend Section §160-66 Affordable Housing (AH-1, AH-1A, and AH-2) as follows:

A. Purpose. [No CHANGE]

B. Principal Permitted Uses. [NO CHANGE]

C. Accessory Uses. [NO CHANGE]

D. AH-1, AH-1A, and AH-2 Performance Requirements. [NO CHANGE]

E. Minimum off-street parking. [NO CHANGE]

F. Permitted signs. [NO CHANGE]

G. Low and Moderate income housing requirements. [NO CHANGE]

H. Provisions applicable to congregate/independent living residences, assisted living residences, townhouses, single family semi-detached, duplex/two-family and apartments. [NO CHANGE]

I Provisions applicable to Townhouses. [NO CHANGE]

J Provisions applicable to apartments [NO CHANGE]

K. Provisions applicable to Congregate/Independent living residences and Assisted living residences.

(1)-(6) [NO CHANGE]

(7) Where an assisted living residence or congregate / independent living residence in the AH-1A zone abuts a publicly owned recreation facility, the perimeter buffer otherwise required by section 160-17 and Table 1 is not required. Perimeter landscaping should be provided to the extent possible.

(8) Where an existing access easement providing a public benefit inhibits the ability to provide a perimeter buffer required by section 160-17, the buffer may be reduced to recognize the existing condition. Landscaping should be provided within the buffer area to the greatest extent possible.

L. [NO CHANGE]

SECTION II. Amend Table 13 in Chapter 160.

The sixth row of Table 13 for "Assisted Living Residences" shall be amended to read as follows:

Permitted uses	Max Density	Min. lot area	Min Lot width	Min. Front Yard	Min Side Yard	Min rear Yard	Maximum Impervious Ratio	Maximum Clearing Ratio	Open Space Ratio	Maximum Height	Minimum usable yard area
Assisted Living/ Congregate/ Independent Living	The Maximum number of units is 150, of which 32 must be affordable	5 acres	200 feet	50 feet	25 each side	40 feet	.70	.80	.30	3 stories/ 45 feet	20%

SECTION III. REPEALER. Ordinances or provisions thereof inconsistent with the provisions of this Ordinance shall be and are hereby repealed to the extent of such inconsistency.

SECTION IV. SEVERABILITY. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall only apply to the section, paragraph, subdivision, clause or provision and the remainder of this Ordinance shall be deemed valid and effective.

SECTION V. EFFECTIVE DATE. This Ordinance shall take effect upon adoption and publication according to law and the filing of same with the Burlington County Planning Board in accordance with N.J.S.A. 40:55D-16.

Appendix N

Homestead at Evesham Resolution of Approval

(X) Approved
(X) General Conditions
(X) Additional Conditions
( ) Denied

EVESHAM TOWNSHIP PLANNING BOARD
RESOLUTION # _____

( ) Appeal from Administrative Officer Decision
( ) Interpretation
(X) "C" Variance
( ) "D" Variance
(X) Minor Subdivision,
( ) Major Subdivision, Final
( ) Minor Site plan
(X) Major Site Plan, Preliminary
( ) Major Site Plan, Final

Application # PB-09-02A
Applicant JDME Acquisitions, LLC
Owner Crossings Office Park, LLC
Block 24.24 Lot 2
Action August 20, 2009
Memorialized October 1, 2009
Plan Name Preliminary Site Plan, Homestead at Evesham, prepared by Edward P. Brady, PE of Taylor, Wiseman & Taylor dated 2/09, last revised 7/7/09; Plan of Minor Subdivision prepared by Donald L. MacKay of Taylor, Wiseman & Taylor dated 7/15/09

WHEREAS, the applicant has applied to the Evesham Township Planning Board (ETPB) for the following primary approvals(s): Preliminary Major Site Plan and Minor Subdivision; and

WHEREAS, the applicant has applied for the following ancillary approvals(s): Waiver of identifying trees for existing conditions and as part of landscape plan, waiver of tree protection plan, waiver cultural resource survey, variance for loading area, maximum clearing ratio, basin slopes and side yard requirements;

WHEREAS, the application was considered by the ETPB on August 20, 2009; and

WHEREAS, a public hearing ( ) was not required; or

WHEREAS, a public hearing (X) was required and the ETPB has considered that public comments

( ) were not made by the public
(X) were made in favor of all or some aspect of the application
( ) were made against all or some aspect of the application; and

WHEREAS, it appears that all jurisdictional and procedural requirements of applicable Township Ordinances have been met; and

WHEREAS, the ETPB has considered the application and the evidence and arguments submitted by the applicant in support thereof; and

WHEREAS, the ETPB has considered the recommendations and comments of its professional staff and the following written reports:

(X) Engineer report(s) dated August 10, 2009

(X) Planner report(s) dated August 6, 2009

(X) Traffic consultant report(s) dated August 4, 2009

(X) Environmental Consultant report(s) dated August 18, 2009

( ) Evesham Township Environmental Protection Committee report(s) dated _____

(X) Other Cultural Resource Letter from Hunter Research dated January 27, 2009 and Memorandum of Evesham Fire Rescue by Deputy Chief David Knot dated May 21, 2009

Copies of which are attached hereto and made a part hereof respectively as Composite **Exhibit "A"** through **Exhibit "F";** and

WHEREAS, it appears that all requirements necessary to approve the application **have** been met; and

WHEREAS, the ETPB has made the following findings of fact and conclusions (see attached); and

NOW THEREFORE, BE IT RESOLVED that the above primary approval applied for be and is hereby **granted**; and

The foregoing action was taken by the ETPB on August 20, 2009 upon the motion of , seconded by , with the vote on the motion being as follows:

AYE:

NAY:

ABSTAIN: None

ABSENT: None

DID NOT PARTICIPATE:

The foregoing action was memorialized by the ETPB on October 1, 2009 upon the motion of , seconded by , with the vote on the motion being as follows:

AYE:

NAY:

ABSTAIN:

ABSENT:

DID NOT PARTICIPATE:

The undersigned Secretary of the ETPB hereby certified that the above is a true copy of Resolution # PB-09-02A adopted by the ETPB on September 21, 2009.

_____

REGINA KINNEY, SECRETARY

FINDINGS OF FACT AND CONCLUSIONS

1) The applicant has applied for Preliminary Major Site Plan approval with an associated minor subdivision. The property is located on Lippincott Drive and is shown on the Evesham Township Municipal Tax Map as Block 24.24, Lot 2 (hereinafter the "PIQ"). The PIQ is located in the new AH-1A Zoning District.
2) The PIQ is a 6.67 acre site west of Route 73 and South of Old Marlton Pike. The PIQ has been identified as the former Wolfrum Farm.
3) The applicant proposes to construct a multi-unit independent residential living building offering independent living and congregate care for senior citizens with a total of 150 units including 106 independent living/personal care units with 134 total beds and forty-four (44) congregate care/assisted living units with 62 total beds.
4) Thirty-two (32) of the proposed units will be restricted to low or moderate income persons in accordance with the Council on Affordable Housing's income guidelines.
5) The proposed building will be divided into two parts, the northern portion will be a three story independent living facility and the southern portion will be a two-story assisted living facility.
6) The applicant also proposes associated parking, storm water management and landscaping with two access drives off of Lippincott Drive.
7) A minor subdivision is proposed to accommodate a proposed lot line adjustment which will reduce the size of lot 2 to 5.51 acres and create a second lot consisting of 1.15 acres which will be consolidated with the adjacent lot 101.
8) Presently Lot 101 is a Township owned parcel that contains municipal recreation facilities in the form of outdoor hockey rinks. After consolidation the Township owned Lot 101 will be increased to 4.83 acres in size.
9) The site is currently vacant with the exception of an access driveway and the aforementioned municipal hockey rinks located on the western portion of the site. The hockey rink portion of the PIQ is currently covered by a recreation easement in favor of the Township.
10) The PIQ is bordered to the east by property in the INS Institutional District and to the south, east and north by lands in the C-1 Commercial District and to the southwest by properties in the MD Medium Density Residential District.

11) The PIQ is included in the Township's 2006 Fair Share Affordable Housing Compliance Plan and is recommended for Affordable Housing Development.

12) At the time of the hearing the applicant marked the following exhibits into evident A-1 Certificate of Need for skilled nursing letter from the New Jersey State Department of Health and Senior Services dated September 2, 2008; A-2 colorized floor plans consisting of 3 pages; A-3 architectural renderings; and A-4 architectural renderings.

13) At the time of the hearing, the applicant, by and through the applicant's attorney offered testimony from the applicant's architect qualifying the architectural renderings and detailing the proposed architecture and construction materials for the Board. Mr. Parry indicated that Exhibits A-3 and A-4 represent the basic architecture and finish materials proposed for the project.

14) The applicant's professional engineer, Mr. Edward F. Brady, testified that the proposed subdivision was necessary in order to accommodate a transfer of a portion of the rear of the PIQ to Evesham Township in view of the fact that a portion of the PIQ currently contains the Township owned outdoor hockey rink. Mr. Brady otherwise characterized the proposed subdivision and presented the details of the proposed major site plan. Mr. Brady went on to detail the proposed waivers and variances indicating that the requested waiver from the requirement for showing specimen trees was justified given the fact that the PIQ was previously cleared and used as farmland and subsequently as a race track leaving little in the way of mature trees. The applicant offered testimony indicating that there were no specimen trees of value located on the PIQ.

15) Mr. Brady also requested, in view of same, that the applicant be granted a waiver from showing the size and species of existing trees having a 5 inch DBH or greater indicating that it was the applicant's intention to clear the entire site. Mr. Brady also indicated that existing conditions justified a waiver from providing a tree protection management plan.

16) The applicant, by and through its professionals, offered testimony supporting the recommendation by Hunter Research, Inc. for a waiver of the submission of a cultural resource survey given the prior studies which have been conducted on the site which included in the submission material.

17) The applicant also offered testimony from representatives of the proposed developer indicating that limited deliveries were proposed for the site given the nature of the

facility and the proposed operators experience in operating similar facilities. The applicant requested a waiver from the Code requirements requiring a loading area pursuant to Section 160-32D(4) of the Code. In addition, the applicant proposes one (1) loading bay where three (3) are required.

18) The applicant also requested a variance from the maximum clearing ratio requirements of section 160-66 in view of the marginal value of existing vegetation and the size of the PIQ.

19) The applicant requested a variance from the code requirements regarding basin slopes included at Section 62-36C as the applicant is proposing a drainage basin which would be characterized by retaining walls on 3 sides.

20) The applicant also requested a variance from the side yard requirements included in the AH-1A performance standards at section 160-66D requiring a 25 foot side yard where 10 feet is proposed from the existing hockey rink structure to the revised property line.

21) During the hearing the applicant proposed a variance from the requirements of Code Section 160-77B-1b requiring a 15 foot buffer area around the proposed drainage basin. The applicant indicated that they would install a split rail fence around the basin which will include wire mesh on the outside of the split rail to inhibit climbing or access to the basin.

22) The applicant also requested a waiver from the Code requirements requiring the provision of a groundwater sample after offering testimony from the applicant's professionals indicating that, in an attempt to provide the water sample, the applicant dug to a depth of a approximately 10 – 11 feet without unearthing any groundwater from which to take a sample.

23) The applicant also requested a waiver from the Code requirements requiring that an address identification plan be submitted, indicating that said plan will be made part of a subsequent application for final major site plan approval.

24) The applicant likewise indicated that they were requesting a waiver from showing all of the proposed signage for the site indicating that a sign package would be included in their subsequent application for major site plan approval.

25) At the time of the hearing, the applicant by and through its attorney Mr. Penberthy, offered to accommodate the continued use of the hockey rinks by modifying the plan to extend the proposed water and sewer lines to the property line of the PIQ as it backs up

the Township parcel. Such an extension will accommodate future installation of bathroom facilities and/or water fountains. The applicant also offered to contribute $10,000 towards the construction of said bathroom facilities in view of the significant cooperation received from Evesham Township in accommodating the minor subdivision.

26) The applicant, likewise, indicated their willingness to pave the proposed driveway to the rear property line in order to accommodate the Township's future improvements and provide access to the recreation facilities.

27) The applicant's traffic engineer, Mr. Shropshire, testified that their will be no tractor trailer deliveries to the site and that the circulation on site is characterized by infrequent deliveries via the north entrance by box trucks and smaller trucks. This will be accommodated by the one loading bay.

28) The applicant's professional planner, Mr. Rahenkamp, testified that the application represents the fruition of a portion of the Township Council's Affordable Housing or inclusionary housing plan. Mr. Rahenkamp offered testimony supporting the requested variances indicating that the revised Township lot will have no frontage which is representative of current conditions. Mr. Rahenkamp indicated that the proposed development will significantly enhance the aesthetics associated with the site by cleaning up existing conditions and removing debris from the site. He indicated that the proposed site would provide adequate access for emergency vehicles and access to the Township owned recreation facilities. It was argued that the Township would benefit by implementation of the housing and fair share plan and that appropriate senior housing stock would be provided by the proposal. He further indicated that putting all of the recreational uses on one lot and in the ownership of the Township was preferred.

29) Mr. Rahenkamp indicated that no detriment to the public good was presented by the proposal and that there would be no impairment of the zone plan given the surrounding development and the isolated nature of this revised AH-1A zone.

30) The applicant agreed, as a condition of approval, that Evesham Township would have to accept the proposed subdivided lands and agree to any necessary modifications to the easements affording access to the recreation facility.

31) The applicant agreed, as a condition of approval, to extend the sewer and water lines to the limit of the PIQ in the rear and in order to provide future access to water and sewer

for the recreational facility. In addition, the applicant agreed, as a condition of approval, to make a $10,000 contribution to the Township in furtherance of the plan to construct bathroom facilities at the recreational facility.

32) The applicant agreed, as a condition of approval, to modify the plans in order to ameliorate the concerns of the contiguous daycare center by a) creating a temporary construction entrance at the north entrance of the PIQ; b) adding speed humps to the plan along the drive access to control traffic to the recreational site; c) adding a guide rail as additional safety and security along the drive entrance in order to protect the daycare facility from traffic recognizing that the outdoor activity area of the daycare is in close proximity; d) adding a no-stopping area to avoid impeding traffic into the daycare; e) adding additional evergreen buffering in order to further buffer the daycare from the proposed facility; and f) adding a no right turn sign in accordance with the request of the daycare facility.

33) The applicant agreed, as a condition of approval, to show the appropriate address identifications on the plan at the time of final major site plan approval.

34) The applicant agreed, as a condition of approval, to install a split rail fence around the proposed drainage basin with wire mesh on the exterior in order to inhibit access.

35) The applicant agreed, as a condition of approval, to restrict the site from tractor trailer deliveries agreeing that the site will not accept tractor trailer deliveries in accordance with the applicant's testimony.

36) The applicant agreed, as a condition of approval, to remove the existing pedestrian trail as part of the re-grading of the site in accordance with the Board Professionals recommendations.

37) The applicant agreed, as a condition of approval, that the applicant will maintain the driveway on the applicant's property irrespective of the Township's easement rights and the expected traffic associated with the recreational facility.

38) The applicant agreed, as a condition of approval, to request Title 39 enforcement from the Township for enforcement of traffic regulations along the common access roadway.

39) The applicant agreed, as a condition of approval, to modify the landscape plan and show irrigation for the front berm in accordance with the recommendations of the Board Planner.

40) The applicant agreed, as a condition of approval, to provide the Board's environmental professional with a No Further Action Letter from the State Department of Environmental Protection evidencing that the minor contamination on site has been remediated and in view of the identification of pesticides on site.

41) The applicant agreed, as a condition of approval, to erect no parking signs on both sides of the drive access in order to avoid inhibiting access to the PIQ and the daycare.

42) The applicant agreed, as a condition of approval, to utilize the North entrance off of Lippincott Drive as the construction entrance.

43) The applicant agreed, as a condition of approval, to satisfy any and all outstanding escrow fees and costs due and owing to the Township.

44) The applicant otherwise agreed to satisfy all recommendations and conditions included in the ETPB professionals' reports as attached hereto.

45) Based upon all of the foregoing, the ETPB finds that in regard to the specific PIQ, the purposes of the Municipal Land Use Law, N.J.S.A. 40:55D-2, would be advanced by the requested variances and that the benefits of the variances would substantially outweigh any detriment. Specifically, the ETPB finds that the requested variances would advance the purposes of N.J.S.A. 40:55D-2i by creating a desirable visual environment through creative development techniques, the purposes of N.J.S.A. 40:55D-2a by promoting public safety and general welfare and the purposes N.J.S.A. 40:55D-2g and l by providing senior citizen community housing .

46) The ETPB further finds that the variances can be granted without substantial detriment to the public good and that the variances will not substantially impair the intent and purposes of the Evesham Township Zone Plan and Zoning Ordinance. Specifically, the applicant has advanced the public good by providing needed senior housing in accordance with the Township COAH plan.

47) The ETPB, therefore, concludes that the variances pursuant to N.J.S.A. 40:55D-70c should be and are hereby granted subject to the conditions set forth in this resolution.

GENERAL CONDITIONS OF APPROVAL

1. Any variance granted permitting the erection or alteration of any structure(s) or a specified use shall expire unless such construction, alteration or use shall have been actually commenced on each and every structure permitted by said variance within one (1) year from the date of the ETPB's action and is diligently pursued to completion; except, however, the running of this period shall be tolled from the date of filing an appeal from the ETPB's decision to Township Council, or to a court of competent jurisdiction, until the termination in any manner of such appeal or proceeding (Code Section 15-5). This Condition shall not apply if preliminary approval has been granted, extended and is still in effect pursuant to N.J.S.A. 40:55D-49 or if final approval has been granted, extended and is still in effect pursuant to N.J.S.A. 40:55D-52.

2. A brief notice of this decision shall be published in the official newspaper of the Township, at the applicant's expense. The aforementioned notice shall be sent to the official newspaper for publication within ten (10) days of the date of this decision is memorialized (Code Section 15-19). A proof of publication shall be filed with the Administrative Officer of the ETPB within thirty (30) days of the date the decision is memorialized.

3. The applicant shall promptly pay any professional staff fees billed, in excess of the required application escrows, or appeal in accordance with Code Section 94-10K.

4. These General Conditions of Approval shall be binding upon the applicant, the owner and any successors and/or assigns of either.

5. The Additional Conditions of Approval, if any, shall be binding upon the applicant, the owner and any successors and/or assigns of either.

6. The approval(s) granted is/are conditioned upon the applicant obtaining the following governmental approval(s).

(X) Burlington County Planning Board

( ) Pinelands Commission

7. Prior to the commencement of any construction, the applicant shall obtain the following governmental approvals and/or permits:

(X) Evesham Township Construction Code Official

(X) Burlington County Soil Conservation District

( ) New Jersey Department of Transportation Highway Access Permit

( ) Burlington County Engineer Highway Access Permit

( ) Burlington County Engineer Utility Connection Permit

( ) Burlington County Board of Health Approvals

(X) Evesham Municipal Utilities Authority approval (including, without limitation, W-4 and S-4 permits

( ) New Jersey Department of Environmental Protection

(X) New Jersey Department of Environmental Protection-wetlands delineation, wetlands transition area and/or general permit(s) approval

8. The applicant shall be responsible for and shall satisfy, in accordance with the Evesham Township Land Use Ordinance, the following fees and charges:

(X) Mandatory Development Fees

( ) Floor area Ratio Fees in the amount of ____.

9. Any improvement(s) to be constructed as a result of the ETPB approving this application shall be constructed and operated in full compliance with the Code of Evesham Township, the Revised Statutes of the State of New Jersey and any other applicable county and/or Federal law.

10. Unless specifically waived in whole or in part and noted in the Additional Conditions of this approval, if the above application involves the granting of a final major subdivision approval or a final site plan approval or the approval for the issuance of a Planning permit, the applicant, in order to assure the installation and maintenance of all required improvements required by the preliminary approval or as a condition to the issuance of a Planning permit, shall furnish written performance guarantees and written maintenance guarantees in the form(s) which comply with the provisions of N.J.S.A. 40:55D-53, et seq. and the Evesham Township Code. The amount of each performance guarantee shall equal 120% of

the amount estimated by the Township Engineer as the cost of installing the required improvements. The maintenance guarantee shall equal 15% of the cost of the improvements and shall cover a period of two (2) years after the final acceptance of the improvements.

11. If the above application involves the granting of a final subdivision or final site plan approval, the Chairperson and Secretary of the ETPB shall not sign the Final Subdivision Plat or Final Site Plan nor shall any Planning permit issue until the applicant has posted the required performance guarantee and the applicant has demonstrated that all conditions of the final approval have been satisfied.

12. Applicants seeking site plan or preliminary and/or final subdivision approval shall:

A. Submit nine (9) copies of a complete survey of the property (except for streets) to be dedicated, which survey shall be performed and certified by a licensed surveyor.

B. Submit a topographic survey showing contour intervals of two (2) feet at a scale no larger than one (1) inch equaling one hundred (100) feet.

C. Submit nine (9) copies of complete (as-built) plan of any improvements, except for streets, on the dedicated property.

D. Submit a deed of conveyance, approved as to form, content and description by the Township Attorney. The said deed shall contain provision for the signature of the Mayor and attestation by the Township Clerk. Where streets are offered for acceptance, a legal description by metes and bounds describing the centerline shall be included.

E. Obtain title insurance naming the Township of Evesham as the insured party in an amount equal to the fair market value of the dedicated property; this requirement shall not pertain to streets. In the case of drainage easements not shown on or generated after the final plan is filed in the County Clerk's office and property having a fair market value on one thousand dollars ($1,000) or less, a title search indicating marketable title shall be sufficient, provided that said search is certified by a title insurance company authorized to do business in the State of New Jersey.

13. If a minor subdivision approval has been granted, such approval shall lapse unless within 190 days from the date the approval has been granted the applicant either files a plat in conformity with the approval and the "Map Filing Law" (N.J.S.A. 46:23-99, et seq.) or records a deed with the County Clerk which clearly described the approved minor subdivision

and files a copy of the deed with the Township's Engineer and the Township's Tax Assessor. Such deed shall also be signed by the Chairman and Secretary of the ETPB.

14. If a final approval has been granted, the applicant shall submit to the ETPB Engineer for his review a minimum of 8 complete sets of plans which shall incorporate all of the revisions that have been made conditions of this approval.

15. As part of this first application for final approval, the applicant shall provide a construction schedule as required by the Evesham Township Ordinances which must be satisfactory to the ETPB Engineering Consultant.

16. The applicant shall request New Jersey Statutes Title 39 enforcement for the driveway at the PIQ from Evesham Township.

17. The applicant shall construct all drainage basins or alternate drainage facilities upon the P.I.Q., including inflow and outflow structures, prior to the commencement of any building construction upon the P.I.Q.

Appendix O

Shelter Group Checklist

ASSISTED LIVING RESIDENCE (N.J.A.C. 5:97-6.11)

(Submit separate checklist for each site or project)

General Description

Municipality/County: *Evesham Township, Burlington County*

Project or Program Name: *Shelter Development/ Brightview at Evesham*

Block(s) and Lot(s): Block 2.01 Lots 5, 5.01, 6 and 8

Date facility will be constructed or placed into service: 10/2012

Total units proposed 201

Market-rate units: 178

Affordable units/bedrooms: 23

Number restricted for Medicaid waivers: _____

Bonuses, if applicable:

Prior Round Rental bonuses as per N.J.A.C. 5:97-3.5 _____

Compliance bonuses as per N.J.A.C. 5:97-3.17: _____

Date zoning adopted: _____ Date Development approvals granted: 10/20/2008

Information and Documentation Required with Petition

☒ Completed Assisted Living survey form (If project was previously reported in 2007 monitoring and/or subsequent CTM update, also check here ☐ in lieu of submitting forms.)

A general description of the site, including:

- ☒ Name and address of owner
- ☒ Subject property address
- ☒ Subject property block(s) and lot(s)
- ☒ Subject property total acreage
- ☒ Description of previous zoning
- ☒ Current zoning and date current zoning was adopted
- ☒ Tax maps showing the location of site with legible dimensions (electronic if available)

A description of the suitability of the site, including:

- ☒ Description of surrounding land uses

- ☒ Demonstration that the site has street access
- ☒ Planning Area and/or Special Resource Area designation(s) e.g., PA1, PA2, PA3, PA4, PA5, CAFRA, Pinelands, Highlands, Meadowlands, etc., including a discussion on consistency with the State Development and Redevelopment Plan (SDRP) and/or other applicable special resource area master plans
- ☒ Demonstration that there is or will be adequate water capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4
- ☒ Demonstration that there is or will be adequate sewer capacity per N.J.A.C. 5:97-1.4 or that the site is subject to a durational adjustment per N.J.A.C. 5:97-5.4

A description (including maps if applicable) of any anticipated impacts that result from the following environmental constraints:

- ☒ Wetlands and buffers
- ☒ Steep slopes
- ☒ Flood plain areas
- ☒ Stream classification and buffers
- ☒ Critical environmental site
- ☒ Historic or architecturally important site/district
- ☒ Contaminated site(s); proposed or designated brownfield site
- ☒ Based on the above, a quantification of buildable and non-buildable acreage

- ☐ RFP or Developer's Agreement
- ☐ Construction schedule and timetable for each step in the development process
- ☐ Pro-forma statement for the project
- ☐ Documentation of funding sources
- ☐ Municipal resolution appropriating funds from general revenue or a resolution of intent to bond in the event of a funding shortfall

Information and Documentation Required Prior to Marketing the Completed Units or Facility

- ☐ Resolution or executed contract designating an experienced Administrative Agent, and a statement of his/her qualifications, in accordance with N.J.A.C. 5:96-18
- ☐ A draft or adopted operating manual that includes a description of the program procedures and administration in accordance with UHAC
- ☐ An affirmative marketing plan in accordance with UHAC if the units are not restricted to recipients of Medicaid waivers
- ☐ Check here if the affirmative marketing plan and resolution/contract with an Administrative Agent is being replaced with an executed Memorandum of Understanding with the New Jersey Housing and Mortgage Finance Agency (HMFA)

Assisted Living Narrative Section

The Shelter Development project is located on Greentree Road and is surrounded by commercial, office, and residential uses. The applicant received a use variance as well as density and floor area ratio variances to permit 201 units in a continuing care facility for senior citizens at the 10.64 acre site. The facility will consist of independent living units, assisted living units and Alzheimer's units. A total of 23 of the assisted living units will be set aside for low and moderate income individuals. In accordance with N.J.A.C. 5:97-2.5(a)(1)(ii), certificates of occupancy issued for continuing care retirement communities are included in the non-residential growth share calculation, so the market rate units/beds do not create a residential growth share obligation . For a full description of the site please see pages 44-45 of the Housing Element and Fair Share Plan

Appendix P

Shelter Group Resolution of Approval

(X) Approved
(X) General Conditions
(X) Additional Conditions
( ) Denied

EVESHAM TOWNSHIP ZONING BOARD
RESOLUTION # _____

( ) Appeal from Administrative Officer Decision
( ) Interpretation
(X) "C" Variance
( ) "D" Variance
( ) Waiver
( ) Minor Subdivision
( ) Major Subdivision, Preliminary
( ) Major Subdivision, Final
( ) Minor Site plan
( ) Major Site Plan, Preliminary
(X) Major Site Plan, Final

Application # ZB-07-01
Applicant: Shelter Development, LLC

Owner: Philip Traino and Madeline Lucci, Trustees "Lucy Traino Trust"
Blocks: 2.01 Lots: 5, 5.01, 6 and 8
Action: October 20, 2008
Memorialized: November 17, 2008
Plan Name: Final Site Plan for Brightview at Evesham by Kenderian - Zilinski Associates, P.A dated 5/31/07 last revised 9/26/08

WHEREAS, the applicant has applied to the Evesham Township Zoning Board of Adjustment (ETZBA) for the following primary approvals(s): Final Major Site Plan Approval; and

WHEREAS, the applicant has applied for the following ancillary approvals(s): A design waiver to accommodate a buffer of less than 50' where the project abuts an industrial park where 50' is required per Code Section 160-17; and a design waiver to accommodate a buffer of less than 40' where the development abuts the Crispin Square Shopping Center and the CVS pharmacy where 40' is required per the requirements of Code Section 160-17; and a sign variance to permit a 32 square foot sign where a 20 square foot sign is permitted; and a variance to accommodate a sign setback of 15' where 48' is required both pursuant to 40:55D-70c; and .

WHEREAS, the application was considered by the ETZBA on October 20, 2008; and

WHEREAS, a public hearing ( ) was not required; or

WHEREAS, a public hearing (X) was required and the ETZBA has considered that public comments

(X) were not made by the public
( ) were made in favor of all or some aspect of the application
( ) were made against all or some aspect of the application; and

WHEREAS, it appears that all jurisdictional and procedural requirements of applicable Township Ordinances have been met; and

WHEREAS, the ETZBA has considered the application and the evidence and arguments submitted by the applicant in support thereof; and

WHEREAS, the ETZBA has considered the recommendations and comments of its professional staff and the following written reports:

(X) Engineer report(s) dated 10/14/08

(X) Planner report(s) dated 9/12/08 & 10/16/08

(X) Traffic consultant report(s) dated 9/2/08

(X) Environmental Consultant report(s) dated 10/17/08

( ) Environmental Protection Committee report(s) dated _____

( ) Other:

Copies of which are attached hereto and made a part hereof respectively as **Exhibit "A" through "D".**

WHEREAS, it appears that all requirements necessary to approve the application have been met; and

WHEREAS, the ETZBA has made the following findings of fact and conclusions (see attached);

NOW THEREFORE, BE IT RESOLVED that the above primary approval(s) applied for be and is/are hereby **granted**; and

BE IT FURTHER RESOLVED that the above ancillary approval(s) applied for be and is/are hereby **granted**; and

The foregoing action was taken by the ETZBA on October 20, 2008 upon the motion of Ragozine, seconded by Rizzo, with the vote on the motion being as follows:

AYE: Laverghetta, Ragozine, Troso, Whipple, Williamson, Rizzo, Dave, Rose & Sapcr

NAY:

ABSTAIN:

ABSENT:

DID NOT PARTICIPATE:

The foregoing action was memorialized by the ETZBA on November 17, 2008 upon the motion of Ragozine, seconded by Laverghetta with the vote on the motion being as follows:

AYE: Laverghetta, Ragozine, Troso, Whipple, Williamson, Rizzo, Dave, Rose & Saper

NAY:

ABSTAIN:

ABSENT:

DID NOT PARTICIPATE:

The undersigned Secretary of the ETZBA hereby certified that the above is a true copy of Resolution # ZB 07-01 adopted by the ETZBA on November 17, 2008.

Regina Kinney

REGINA KINNEY, SECRETARY

FINDINGS OF FACT AND CONCLUSIONS

1. The applicant received use variance approval pursuant to memorializing resolution ZB-07-01 adopted by the ETZBA on 11/19/07 allowing the proposed use and granting variances pursuant to 40:55D-70.d5 for density and .d4 for floor area ratio, as well as, bulk variances for building height and gross floor area pursuant to 40:55D-70.c and a waiver of minimum loading requirements.

2. The applicant received preliminary major site plan approval pursuant to Board Resolution ZB-07-01 adopted by the ETZBA on April 21, 2008. The approved preliminary plan proposed 121 independent living units, 57 assisted living units and 23 Alzheimer units for a total of 201 units with 246 beds in two buildings.

3. The applicant agreed, as a condition of preliminary approval, to provide 176 parking spaces which are in excess of the ordinance requirements. The applicant also agreed, as a condition of approval, to comply with the recommendations of the Board's traffic engineer and impose a no left turn restriction along the frontage of the P.I.Q. along Greentree Road.

4. The current plan proposed for final major site plan approval proposes a two phase development with a total of 121 independent living units including 157 beds, 57 assisted living units including 64 beds and 23 Alzheimer's units including 25 beds. A total of 176 parking spaces are proposed.

5. The property is located on East Greentree Road approximately 450 feet West of the Intersection of East Greentree Road and North Maple Avenue and is zoned commercial-2 (C2).

6. The property is presently comprised of a vacant residential home and fallow farmland. The parcel of land directly adjacent to the PIQ is zoned C2 and contains a newly completed pharmacy and a bank. There is a neighborhood of 2-story residential townhouses to the south that are zoned affordable housing (AH1). To the west, the area is zoned industrial park and has a mixture of businesses and technology offices. The C2 zone adjacent to the site also contains the Crispin Square shopping center to the north.

7. The property is comprised of Block 2.01, Lots 5, 5.01, 6 and 8 on Evesham Township Tax Map (hereinafter the PIQ).

8. It was recognized that the applicant agreed, as a condition of the use variance approval, to the dedication of 23 affordable housing units. The plan will be subject to the COAH phasing requirements.

9. The applicant's planner indicated that the requested sign variances were justified given the large size of the PIQ and in view of the 45 mph speed zone along the front of the PIQ to appropriately identify the use. The board planner indicated that the variances would not affect the surrounding uses or the zone plan and that a monument sign design would be more aesthetically pleasing.

10. The applicant withdrew their request for a waiver from the design requirement requiring the construction of a fence surrounding the storm water basins on site and will construct fences around both basins.

11. The Board traffic engineer modified his original recommendation recommending a no left turn restriction when exiting the PIQ onto Greentree Road and the applicant agreed, as a condition of approval, to impose the restriction or obtain approval from the Burlington County engineer's office permitting left hand turns when exiting the PIQ.

12. The applicant agreed, as a condition of approval, to comply with all recommendations and satisfy all conditions included in the attached reports of the Board professionals.

13. The applicant agreed, as a condition of approval, to construct a ground mounted monument sign with shielded lights in accordance with the recommendations of the Board planner and traffic consultant.

14. The applicant agreed, as a condition of approval, that all Phase II construction will be contained development within fencing and that the applicant will keep all access drives open and passable using appropriate gates in accordance with the Board engineer's recommendations.

15. All others conditions and requirements included in the previous Resolution of the Board ZB-07-01 memorialized on 11/19/07 and 4/21/08 continue in full force and effect unless specifically modified herein.

16. Based upon all of the foregoing, the ETZBA finds that in regard to the specific PIQ, the purposes of the Municipal Land Use Law, N.J.S.A. 40:55D-2, would be advanced by the requested variances and that the benefits of the variances would

substantially outweigh any detriment. Specifically, the ETZBA finds that the requested variances would advance the purposes of N.J.S.A. 40:55D-2i by creating a desirable visual environment through creative development techniques and NJSA 40:55D-2a by promoting public safety and general welfare by permitting motorists to identify the applicant's use and reduce traffic concerns on and around the PIQ.

17. The ETZBA further finds that the variances and waivers can be granted without substantial detriment to the public good and that the variances will not substantially impair the intent and purposes of the Evesham Township Zone Plan and Zoning Ordinance. Specifically, the applicant has advanced the public good by providing signage to enhance safety by allowing motorists to identify the applicant's use. The proposed buffers are sufficient to protect the adjacent uses.

18. The ETZBA, therefore, concludes that the waivers and variances pursuant to N.J.S.A. 40:55D-70c as to: (a) size of signage, (b) as to the setback of the ground mounted sign and (c) as to the buffers to the commercial and industrial uses should be and are hereby granted subject to the conditions set forth in this resolution.

GENERAL CONDITIONS OF APPROVAL

1. Any variance granted permitting the erection or alteration of any structure(s) or a specified use shall expire unless such construction, alteration or use shall have been actually commenced on each and every structure permitted by said variance within one (1) year from the date of the ETZBA's action and is diligently pursued to completion; except, however, the running of this period shall be tolled from the date of filing an appeal from the ETZBA's decision to Township Council, or to a court of competent jurisdiction, until the termination in any manner of such appeal or proceeding (Code Section 15-5). This Condition shall not apply if preliminary approval has been granted, extended and is still in effect pursuant to N.J.S.A. 40:55D-49 or if final approval has been granted, extended and is still in effect pursuant to N.J.S.A. 40:55D-52.

2. A brief notice of this decision shall be published in the official newspaper of the Township, at the applicant's expense. The aforementioned notice shall be sent to the official newspaper for publication within ten (10) days of the date of this decision is memorialized (Code Section 15-19). A proof of publication shall be filed with the Administrative Officer of the ETZBA within thirty (30) days of the date the decision is memorialized.

3. The applicant shall promptly pay any professional staff fees billed, in excess of the required application escrows, or appeal in accordance with Code Section 94-10K.

4. These General Conditions of Approval shall be binding upon the applicant, the owner and any successors and/or assigns of either.

5. The Additional Conditions of Approval, if any, shall be binding upon the applicant, the owner and any successors and/or assigns of either.

6. The approval(s) granted is/are conditioned upon the applicant obtaining the following governmental approval(s).

(X) Burlington County Planning Board

( ) Pinelands Commission

7. Prior to the commencement of any construction, the applicant shall obtain the following governmental approvals and/or permits:

(X) Evesham Township Construction Code Official

(X) Burlington County Soil Conservation District

( ) New Jersey Department of Transportation Highway Access Permit

(X) Burlington County Engineer Highway Access Permit

( ) Burlington County Engineer Utility Connection Permit

( ) Burlington County Board of Health Approvals

(X) Evesham Municipal Utilities Authority approval (including, without limitation, W-4 and S-4 permits

( ) New Jersey Department of Environmental Protection

(X) New Jersey Department of Environmental Protection-wetlands delineation, wetlands transition area and/or general permit(s) approval

8. The applicant shall be responsible for and shall satisfy, in accordance with the Evesham Township Land Use Ordinance, the following fees and charges:

( ) Mandatory Development Fees

( ) Floor area Ratio Fees in the amount of $_____.

9. Any improvement(s) to be constructed as a result of the ETZBA approving this application shall be constructed and operated in full compliance with the Code of Evesham Township, the Revised Statutes of the State of New Jersey and any other applicable county and/or Federal law.

10. Unless specifically waived in whole or in part and noted in the Additional Conditions of this approval, if the above application involves the granting of a final major subdivision approval or a final site plan approval or the approval for the issuance of a zoning permit, the applicant, in order to assure the installation and maintenance of all required improvements required by the preliminary approval or as a condition to the issuance of a zoning permit, shall furnish written performance guarantees and written maintenance guarantees in the form(s) which comply with the provisions of N.J.S.A. 40:55D-53, et seq. and the Evesham Township Code. The amount of each performance

guarantee shall equal 120% of the amount estimated by the Township Engineer as the cost of installing the required improvements. The maintenance guarantee shall equal 15% of the cost of the improvements and shall cover a period of two (2) years after the final acceptance of the improvements.

11. If the above application involves the granting of a final subdivision or final site plan approval, the Chairperson and Secretary of the ETZBA shall not sign the Final Subdivision Plat or Final Site Plan nor shall any zoning permit issue until the applicant has posted the required performance guarantee and the applicant has demonstrated that all conditions of the final approval have been satisfied.

12. Applicants seeking site plan or preliminary and/or final subdivision approval shall:

A. Submit five (5) copies of a complete survey of the property (except for streets) to be dedicated, which survey shall be performed and certified by a licensed surveyor.

B. Submit a topographic survey showing contour intervals of two (2) feet at a scale no larger than one (1) inch equaling one hundred (100) feet.

C. Submit five (5) copies of complete (as-built) plan of any improvements, except for streets, on the dedicated property.

D. Submit a deed of conveyance, approved as to form, content and description by the Township Attorney. The said deed shall contain provision for the signature of the Mayor and attestation by the Township Clerk. Where streets are offered for acceptance, a legal description by metes and bounds describing the centerline shall be included.

E. Obtain title insurance naming the Township of Evesham as the insured party in an amount equal to the fair market value of the dedicated property; this requirement shall not pertain to streets. In the case of drainage easements not shown on or generated after the final plan is filed in the County Clerk's office and property having a fair market value on one thousand dollars ($1,000) or less, a title search indicating marketable title shall be sufficient, provided that said search is certified by a title insurance company authorized to do business in the State of New Jersey.

13. If a minor subdivision approval has been granted, such approval shall lapse unless within 190 days from the date the approval has been granted the applicant

either files a plat in conformity with the approval and the "Map Filing Law" (N.J.S.A. 46:23-99, et seq.) or records a deed with the County Clerk which clearly described the approved minor subdivision and files a copy of the deed with the Township's Engineer and the Township's Tax Assessor. Such deed shall also be signed by the Chairman and Secretary of the ETZBA.

14. If a final approval has been granted, the applicant shall submit to the ETZBA Engineer for his review a minimum of 8 complete sets of plans which shall incorporate all of the revisions that have been made conditions of this approval.

15. As part of this first application for final approval, the applicant shall provide a construction schedule as required by the Evesham Township Ordinances which must be satisfactory to the ETZBA Engineering Consultant.

16. The applicant shall comply with Title 39 of the New Jersey Statutes.

17. The applicant shall construct all drainage basins or alternate drainage facilities upon the P.I.Q., including inflow and outflow structures, prior to the commencement of any construction upon the P.I.Q.

Appendix Q

Licenses for Supportive Housing Sites

License Number GH593

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that 38 HAWK LN

MARLTON NJ 08053

Operated by **DURAND ACADEMY INC**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 4 (number) Individuals

from 4/30/2009 (date issued) effective to 4/30/2010 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

Supportive Housing Sites in Evesham Township					
Organization	**Address**	**Block & Lot**	**Type**	**# Bedrooms**	**Date occupied**
Durand Academy and Commercial Services Inc. 11 Gaither Drive Suite 101 Mount Laurel, NJ 08054	38 Hawk Lane	24.24 / 48	Group Home	4	1988

Occupied by Durand July 1996.

4 residents receive SSI only. *

Yearly Income

Resident #1 $2832.00

Resident #2 $2832.00

Resident #3 $2218.00

Resident #4 $2721.00

* Due to privacy regulations I cannot provide their names.

Sincerely,

Paula Pine
Business Mgr.

Paula Pine
Business Manager
p.pine@durandac.org

Durand Academy & Community Services, Inc.
"Helping Individuals with Special Needs Learn and Grow"

111 Gaither Drive, Suite 101
Mt. Laurel, NJ 08054

(856) 235-3540 Ext. 117
Fax: (856) 235-4120

License Number GR1215

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

GROUP HOME LICENSE

This is to certify that 14 OVERINGTON AVENUE

MARLTON, NJ 08053

Operated by ALLIES, INC.

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

GROUP HOME (type of residence) for 4 Individuals (number)

from 4/30/2008 (date issued) effective to 4/30/2009 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

AFFILIATION AGREEMENT BETWEEN
ALLIES HOMES 2004, INC.
AND
ALLIES, INC.

This agreement dated September 21, 2006 between Allies Homes 2004, Inc. and Allies, Inc., covers the provision of supportive services to consumers of developmental disabilities services who reside in the property located at 14 Overington Avenue, Marlton, New Jersey 08053.

Common Concerns and Purpose of Agreement

1. Both the Allies Homes 2004, Inc. and Allies, Inc., share a common concern for the developmental disabilities services consumers who often live in substandard housing;

2. Allies Homes 2004, Inc. will be acquiring the property located at 14 Overington Avenue, Marlton, New Jersey 08053 for consumers of developmental disabilities services.

3. Allies Homes 2004, Inc. only develops supportive housing which does not have live-in staff and builds upon a solid foundation of the residents' involvement in the operation of the house and the implementation of mutual, peer support; and

4. Allies, Inc. is a primary provider of developmental disabilities services in Burlington County. The residents residing in the house will be able to access, if required, Allies, Inc.'s services enumerated in this agreement. However, it is also understood that residents can choose their own supportive services.

Eligibility for Residency in the Allies Homes Project

The minimum eligibility criteria for admission to the property noted above by the Allies Homes 2004, Inc. is that the resident:

1. Be diagnosed as tenants who suffer from developmental disabilities and be receiving and/or have received developmental disabilities services;
2. Be at least 18 years of age;
3. Have very low income, at or below 50% of the median income for Burlington County;
4. Be determined appropriate for independent community-based living in a consumer-operated residence.

The selection procedure includes an open process to select eligible residents from within Burlington County. The primary focus is on ensuring that only individuals and/or families that are eligible and in need of the supportive housing are selected. All residents

would be selected from the Division of Developmental Disabilities targeted populations, as it reconciles with HUD requirements.

No commercial media and no local contacts community contacts will be utilized since the sponsor will use the priority listing system established by the New Jersey Department of Human Services, Department of Developmental Disabilities (DDD). Allies Homes 2004, Inc. will make the final decision regarding acceptance into and termination from the supportive consumer residence based on appropriate intake criteria and consumer standards and expectations in the group home.

Responsibilities of the Allies Homes 2004, Inc.

Allies Homes 2004, Inc. agrees that it shall maintain the supportive residence as an approved facility for Division of Developmental Disabilities Consumers for a period of time stipulated by the Department of Human Services in accordance with written Division policies. Said time period constitutes the Agreement term and is recorded in the Annex of the Department's Capital Agreement with the Allies Homes 2004, Inc. Unless otherwise stipulated in the Annex, Allies Homes 2004, Inc. shall reserve One Hundred Percent (100%) of the supportive home's maximum consumer capacity for Division referrals, except during such times as the Division may determine that a lesser percentage is adequate.

Allies Homes 2004, Inc.:

1. Will acquire appropriate housing sites at 14 Overington Avenue, Marlton, New Jersey 08053 for consumers of developmental disabilities services for Burlington County consumers of developmental disabilities services;

2. Will be responsible for ensuring that supportive developmental disabilities services are available through a Division of Developmental Disabilities Contract agency for the full twenty year term of the Capital Funding Agreement between the Department of Human Services and Allies Homes 2004, Inc.;

3. Will encourage and assist the residents of the house to develop a peer to peer mutual support system. Allies Homes 2004, Inc. will assist the consumer residents in whatever manner is required to ensure that this occurs;

4. Will develop and implement a welcome home kit for all residents that will include information about supportive services, medical services, shopping and other relevant information necessary to assist a new resident to adjust to a new home;

5. Will manage and maintain the property;

6. Will insure that if a resident is evicted from the premises for non-payment of rent or a lease violation, i.e., destruction of property, moving in roommates not included in the lease, that the consumer's Allies, Inc. primary case manager will be notified thirty days in advance if the resident is currently a Allies, Inc.

consumer. This will occur after every effort has been made to prevent an eviction. Although Allies Homes 2004, Inc. has limited resources to identify alternate housing, they will be responsible in assisting the resident in locating new housing and make referrals to Allies, Inc. or other appropriate housing assistance agencies in Burlington County. To insure that this continuum of care for the consumers is provided as needed, Allies Homes 2004, Inc. agrees to interface with other housing providers on a regular basis;

7. Will, if a resident is re-hospitalized, work with the resident to maintain the housing for at lease thirty days or longer;

8. Will be responsible for administration and enforcement of policies and procedures concerning the operation of the supportive consumer residence and will provide necessary documentation to all parties to this agreement;

9. Will assist in securing furniture for the home;

10. Will operating a supportive housing program professionally with integrity;

11. Agrees to abide by all requirements of the Division of Developmental Disabilities' Bureau of Licensing and Inspections. The Bureau of Licensing and Inspections will provide annual inspections to assure administrative and programmatic aspects, as defined by the Bureau of Licensing and Inspections' Residential Program Standards, are functioning properly to monitor life safety standards;

12. Has the right as Landlord to entry and reentry to the property at any time;

13. Is obligated to notify the Division of Developmental Disabilities if there is any major property damage or a consumer is severely injured. In the later case a Special Incident Report will need to be made to the Division of Developmental Disabilities as per Division policy;

14. Will maintain full homeowner's insurance including fire and hazard to cover the full replacement valve, as well as liability insurance on the property on an annual basis; and

Selection involves determining appropriate background information on the consumer. All of this information will be collected on an application form and all of the comments collected will be maintained on file and confidential. As part of the application all residents, if accepted in the Allies Homes 2004, Inc. will be required to sign a consumer confidentiality statement that allows Allies, Inc. to share access to consumer records with Allies Homes 2004, Inc. Allies, Inc.'s access to consumer records will be restricted to two Allies Homes 2004, Inc. board appointed representatives.

The interviews will be conducted by Allies Homes 2004, Inc. members who have been trained in the specific tasks required.

If a resident in a supportive home moves out, the other consumers will be actively involved in the selection of a new roommate. Allies Homes 2004, Inc. will still make the final selection. All else being equal, the recommendation of the consumer residents will be taken into strong consideration.

Responsibilities of Allies, Inc.

Allies, Inc. will assist and provide input in the selection process by completion of a Comprehensive Intake Assessment.

Allies, Inc. provides the following services to eligible Allies Homes 2004, Inc. consumers defined below. All referrals to Allies, Inc. will be made with the consumer's consent and consumer information will remain confidential. All of Allies, Inc. documentation including comprehensive intakes, past histories and progress notes on Allies Homes 2004, Inc. applicants will be maintained and kept under Allies, Inc. auspices. Review and sharing of the above data will be permitted only as it adheres to the rules and guidelines of the Federal Government (Rule 42CFR Part 2).

Allies, Inc. agrees to provide residential support and case services to the residents of the property located at 14 Overington Avenue, Marlton, New Jersey 08053. Staff will be available to individual consumers from one to four hours per week on-site and will be on call twenty-four hours per day, seven days a week.

Residential Support Service:

1. Individual assessment and development of supportive services;
2. Provision of personal care services/training in activities of daily living in community settings;
3. Assistance in the location and maintenance of independent housing when appropriate;
4. Tenant/landlord mediation as needed;
5. Service referral and coordination;
6. Advocacy;
7. Linkage with community resources;
8. Assistance in obtaining entitlements;
9. Supportive counseling;
10. Crisis counseling;
11. Development of social skills;
12. Bolstering natural support networks; and
13. Transportation as indicated.

Shall defend, indemnify and otherwise as hold harmless the State of New Jersey, its agencies, departments, bureaus, boards, officials and employees from any and all claims or actions at law, whether for personal injury, property damage or liabilities, including the costs of defense (a) which arise from acts or omissions, whether negligent or not, of Allies, Inc. or its agents, employees, servants, subcontractors, material suppliers or others working for Allies, Inc., irrespective of whether such risks are within or beyond the control of Allies, Inc. or (b) which arise for any failure to perform Allies, Inc.'s obligations under this Agreement or any improper performance. The State reserves the right to provide its own attorney(s) to assist in the defense of any legal actions that may arise as a result of this Agreement.

Allies, Inc. will provide regular quarterly reports to Allies Homes 2004, Inc. on the delivery of supportive services to the residents of the home. Site reviews of documentation may be conducted by Allies Homes 2004, Inc.on an annual basis. This report will include a case by case review of each resident and contain any pertinent information that may impact on the resident's ability to remain in Allies Homes 2004, Inc. housing. In addition, in case a resident is severely injured and a Special Incident Report is required to be filed with the Division of Developmental Disabilities, Allies, Inc. will notify Allies Homes 2004, Inc. immediately so they can file the Special Incident Report.

Conflict Resolution

If disputes arise, both Allies Homes 2004, Inc. and Allies, Inc. agree to accept input from each other in attempting to resolve all disputes. Decisions regarding supportive service provision will rest with Allies, Inc. Decisions regarding operation and administration of the residences will rest with Allies Homes 2004, Inc. If a resolution is not possible the Division of Developmental Disabilities will intervene if the dispute is critical and Allies Homes 2004, Inc. and Allies, Inc. cannot resolve the dispute. The decision of the Division of Developmental Disabilities is final.

Allies, Inc. and Allies Homes 2004, Inc. will submit to HUD for determination as to whether dispute is an issue controlled by HUD rules and regulations.

Revisions/Termination of Agreement

Allies Homes 2004, Inc. will insure that supportive developmental disabilities services are available though a Division of Developmental Disabilities contract service agency for the full twenty year term of the Capital Funding Agreement between the Department of Human Services and Allies Homes 2004, Inc. The current provider of record is Allies, Inc. Allies, Inc. or Allies Homes 2004, Inc. may terminate their responsibilities to each other upon sixty days written notice, in which case Allies Homes 2004, Inc. will be obligated to arrange for alternative services with a Division of Developmental Disabilities contracted provider agency in order to maintain Allies, Inc.'s obligation under this agreement. The Division of Developmental Disabilities must be contacted

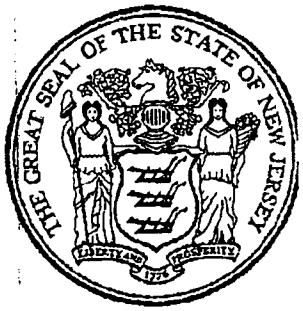
immediately if either Allies Homes 2004, Inc. or Allies, Inc. initiates this termination procedure.

Nothing in this agreement may impede, impair, compromise, interfere with, or in any way affect the 811 Owner's obligations to HUD pursuant to the Capital Advance Funding

Elise M. Gambino, President
Allies Homes 2004, Inc.

Elise M. Gambino, Vice President
Allies, Inc.

License Number GH1397



State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that 305 N ELMWOOD RD

MARLTON NJ 08053

Operated by **Q.M.A.N.J. INC**

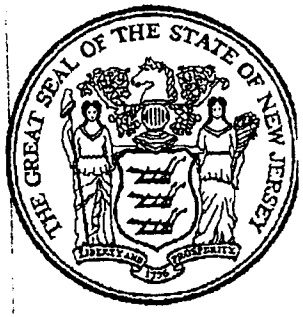
Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 3 (number) Individuals

from 8/31/2009 (date issued) effective to 8/31/2010 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number GH629



State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that 28 PELHAM RD

MARLTON NJ 08053

Operated by **Q.M.A.N.J. INC**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 4 (number) Individuals

from 8/31/2009 (date issued) effective to 8/31/2010 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number GH463

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that 15 EVANS RD

MARLTON NJ 08053

Operated by **Q.M.A.N.J. INC**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 4 (number) Individuals

from 8/31/2009 (date issued) effective to 8/31/2010 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number GH1413

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that 140 LAUREL RD

MARLTON NJ 08053

Operated by **Q.M.A.N.J. INC**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 3 (number) Individuals

from 8/31/2009 (date issued) effective to 8/31/2010 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

Innovative Community Support for People with Disabilities

December 3, 2009

Leah Furey Bruder, PP, AICP
Evesham Township Planner
Bach Associates, P.C.
304 White Horse Pike
Haddon Heights, NJ 08035

Dear Leah:

Per your request we are providing information pertaining to Quality Management's supportive housing sites in Evesham Township, Burlington County.

The attachment will provide updated chart information regarding the year the sites were first occupied, number of bedrooms, type of facility and copies of the license from the NJ Department of Health and Human Services.

The State of New Jersey, Division of Maximus receives Social Security/SSI/SSA income for residents, when the agency is the rep payee, and disburses 25% of their income for each resident on a monthly basis. Maximus is a division of the State of New Jersey who performs the actual assessment for the Division of Developmental Disabilities.

Below is a breakdown of the monthly income currently available:

Address	Residents	Monthly Income
140 Laurel Road	G. B.	281.25
	R. E.	186.00
	J. R.	111.75
15 Evans Road	R. A.	196.00
	C. C.	209.00
	M.M.	201.01
28 Pelham Road	V.K.	196.01
	K. L.	196.01
305 N. Elmwood Road	B.C.	201.00
	K.F.	201.00

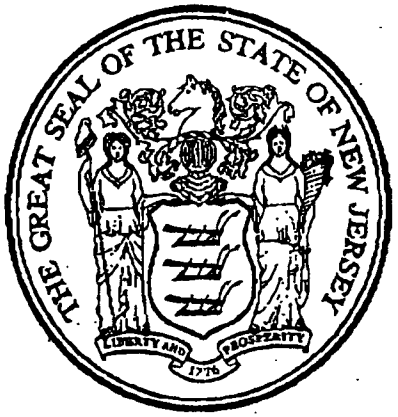
If further assistant is required, please do not hesitate to contact me.

Sincerely,

Genie

Genie Drobit
President/CEO

License Number: 40203-C03-SH8-43



State of New Jersey
Department of Human Services

License

Family Service
770 Woodlane Road
Mount Holly, NJ 08060

In accordance with Department of Human Services regulations N.J.A.C. 10:37 A, is hereby licensed to operate

Supportive Housing Residence
for 4 Residents
at
100 Barn Road
Evesham, NJ 08053

This license is effective from June 12, 2009 to June 11, 2010.

Jennifer Velez, Commissioner

License Number: 40203-C03-SH7-43

State of New Jersey
Department of Human Services

License

Family Service
770 Woodlane Road
Mount Holly, NJ 08060

In accordance with Department of Human Services regulations N.J.A.C. 10:37 A, is hereby licensed to operate

Supportive Housing Residence
for 3 Residents
at
52 North Maple Avenue
Evesham, NJ 08053

This license is effective from June 12, 2009 to June 11, 2010.

Jennifer Velez, Commissioner

License Number GH1203

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that 7 GAYLORD LN

MARLTON NJ 08023

Operated by **Family Service**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 3 (number) individuals

from 9/30/2008 (date issued) effective to 9/30/2009 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number GH598

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that [redacted]

[redacted] NJ [redacted]

Operated by **COMMUNITY OPTIONS INC**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 3 (number) Individuals

from 4/30/2009 (date issued) effective to 9/30/2010 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number GH625

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that [redacted]

[redacted] NJ [redacted]

Operated by **COMMUNITY OPTIONS INC**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 4 (number) Individuals

from 4/30/2009 (date issued) effective to 9/30/2010 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number GH1456

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that [redacted]

[redacted] NJ [redacted]

Operated by **COMMUNITY OPTIONS INC**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 3 (number) Individuals

from 7/7/2009 (date issued) effective to 9/30/2010 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number SA1192

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Supervised Apartment

LICENSE

This is to certify that [redacted]

Operated by **BANCROFT NEUROHEALTH**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Supervised Apartment (type of residence) for 9 (number) Individuals

from 12/31/2008 (date issued) effective to 12/31/2009 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number SA720

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Supervised Apartment
LICENSE

This is to certify that [redacted]

Operated by **BANCROFT NEUROHEALTH**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Supervised Apartment (type of residence) for 10 (number) Individuals

from 12/31/2008 (date issued) effective to 12/31/2009 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number GH920

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that [redacted]

[redacted] [redacted]

Operated by **BANCROFT NEUROHEALTH**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 4 (number) Individuals

from 12/31/2008 (date issued) effective to 12/31/2009 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number GH800

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that [redacted]

Operated by **BANCROFT NEUROHEALTH**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 4 (number) Individuals

from 12/31/2008 (date issued) effective to 12/31/2009 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number SA925

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Supervised Apartment
LICENSE

This is to certify that [redacted]

Operated by **BANCROFT NEUROHEALTH**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Supervised Apartment (type of residence) for 6 (number) Individuals

from 12/31/2008 (date issued) effective to 12/31/2009 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number GH1197

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that [redacted]

Operated by **BANCROFT NEUROHEALTH**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 4 (number) Individuals

from 12/31/2008 (date issued) effective to 12/31/2009 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number GH987

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that [redacted]

Operated by **BANCROFT NEUROHEALTH**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 5 (number) Individuals

from 12/31/2008 (date issued) effective to 12/31/2009 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

License Number GH497

State of New Jersey

DEPARTMENT OF HUMAN SERVICES

Group Home
LICENSE

This is to certify that [redacted]

Operated by **BANCROFT NEUROHEALTH**

Having met the requirements of the New Jersey Statute,
P.L. 1977, c. 448,
and the regulations of this Department, is hereby licensed as a

Group Home (type of residence) for 4 (number) Individuals

from 12/31/2008 (date issued) effective to 12/31/2009 (expiration date)

Jennifer Velez, Commissioner, Department of Human Services

For Block 11.42 Lot 92.02
New Supportive Housing Site

Record & Return to:
Billie Darden Miller

New Jersey Housing and Mortgage
Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, New Jersey 08650-2085

Evesham Supportive Housing I
HMFA #02367 /SNHTF #146

FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT

Between

NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

And

FAMILY SERVICE OF BURLINGTON COUNTY, NEW JERSEY

Prepared by:

Special Needs Housing Trust Fund
First and Fourth Mortgage Loan
Construction and Permanent Financing

Robert M. Purcell
Deputy Attorney General

THIS FINANCING, DEED RESTRICTION AND REGULATORY AGREEMENT (this "Agreement"), made and entered into as of this 10th day of December, 2009, by and between the **NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY** (the "Agency" or "Lender"), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey (the "State") and **FAMILY SERVICE OF BURLINGTON COUNTY, NEW JERSEY,** ("Owner" or "Borrower"), a non-profit agency organized and existing pursuant to the laws of the State of New Jersey and duly authorized to transact business in the State of New Jersey.

WITNESSETH

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

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

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

"Agency Financing" means the First and Fourth Mortgage Loans.

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

"Amortization Date" means the earlier of December 10, 2010, or the first day of the first month following the date the Lender determines the Project is substantially complete, if applicable.

"Architect's Contract" means the agreement between the Owner and Lamey & Giorgio, P.A. dated May 28, 2008, or any other agreement executed by the Owner and approved by the Agency, for the design and construction oversight of the Project in accordance with the plans and specifications for the Project approved by the Agency, if applicable.

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

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

"Construction Period" means the period of time as required to substantially complete the construction of the Project. The Project Construction Period is estimated to be 12 months from the date of execution of this Agreement, if applicable.

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

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

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

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

"Environmental Report" means the Phase I Environmental Site Assessment prepared by Converse Consultants dated October 5, 2007.

"Event of Default" means any of the events set forth in Section 31 of this Agreement.

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

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

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

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

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

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

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

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

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

"Land" means the real property described in Exhibit A attached hereto, on which the Project is located and encumbering Block 11.42, Lot: 92.01.

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

"Loan" means the Mortgage Loan.

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

"Permitted Encumbrances" means any

(i) Utility, access and other easements and rights of way, restrictions and exceptions that do not, individually or in the aggregate, materially impair the utility or value of the Project or Land for the purposes for which it is intended;

(ii) Liens that are being contested in good faith and for which the Owner has provided security satisfactory to the Agency;

(iii) Liens subordinate to the Mortgage Loan arising due to any monies loaned in connection with the Project or other monies loaned to the Owner, provided such liens are disclosed to and approved by the Agency in writing; and

(iv) Any other encumbrances approved by the Agency in writing.

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

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

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

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

"Project Construction Period" means the period of time required to substantially complete construction of the Project. The Project Construction Period is estimated to be 12 months from the date of execution of this Agreement.

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

"Rehabilitation Period" means the period of time as required to substantially complete the rehabilitation of the Project. The Project Rehabilitation Period is estimated to be12 months from the date of execution of this Agreement, if applicable.

"Repair and Replacement Reserve" means the escrow account established pursuant to Section 21 of this Agreement.

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

"Special Needs Project Escrow" means the escrow account established pursuant to Section 21 of this Agreement.

"State" means the State of New Jersey.

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

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

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

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

Section 2. Background and Purpose. The Owner proposes to acquire or owns the Land, construct, and operate a Project to be located on the Land. The Project will carry a first construction and permanent loan of **$122,000** at an interest rate of zero percent (0%) during the construction period of twelve (12) months and zero percent (0%) interest rate, per annum, during the permanent mortgage term of fifteen (15) years. The Project will also carry a fourth construction and permanent loan of **$207,466** at an interest rate of zero percent (0%) during the construction period of twelve (12) months and zero percent (0%) interest rate, per annum, during the permanent mortgage term of fifteen (15) years. To obtain financing for the Project, the Owner has applied to the Agency for the Agency Financing pursuant to the provisions of the Program. The Agency will hold a first mortgage lien on the Project during the term of the Mortgage Loan. Financing for the Project is derived in part from the Agency's Program funds, and, in addition to the First and Fourth Mortgage Loans, the Owner has obtained and the Agency has approved funding for the Project as follows:

(a) The Sponsor has applied to Burlington County for Burlington County HOME funds in the amount of $117,797.

(b) The Sponsor has applied to Evesham Township for Burlington County HOME funds in the amount of $44,095.

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

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

constructed and/or rehabilitated and placed in operation and arrangements for any tax abatement for the Project.

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

(a) The proposed project is located in the Township of Evesham in the County of Burlington, in a residential neighborhood. The project involves the new construction of a consists of the acquisition and minor rehabilitation of a single-family structure that will four bedrooms, three full bathrooms, one half bathroom.

(b) The Project is to be utilized at all times in accordance with the types of use as permitted by the Act and the Program and as may be approved by the Agency. The Project shall be subject to use and occupancy and/or lease agreements between the Owner and the residents.

Section 4. **Low Income Tenants**. The Owner hereby represents, warrants and covenants that all of the units shall be occupied or available for occupancy by Low Income Tenants for a period of fifteen (15 years) years from the date hereof.

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

(a) The Owner (i) is a New Jersey non- profit agency, duly organized, validly existing and in good standing under the laws of the State and duly authorized to transact business in the State; (ii) has filed with the Agency a true and complete copy of its Certificate of Incorporation with all amendments, if any, thereto; (iii) has the power and authority to own or lease its properties and assets, including the Project and the Land, and to carry on its business as now being conducted (and as now contemplated), and to borrow the proceeds of the Loans; and (iii) has the power to execute and perform all the undertakings of this Agreement and the other Loan Documents.

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

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

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

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

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

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

Further, the Owner has received or shall obtain all necessary governmental approvals and building permits for construction, rehabilitation and operation of the Project in accordance with the plans and specifications and the Architectural Contract, and shall obtain in a timely manner any and all required extensions of governmental approvals, including, but not limited to, site plan approval. The Owner will continue to retain ownership of the Project and Land during the term of the Mortgages, subject to the terms of this Agreement and the other Loan Documents, the Act, Agency Regulations, the Program, the Program Guidelines, and, if applicable, the Code.

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

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

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

(k) Except for Leases contemplated by the Project and Section 17 of this Agreement, the Owner shall not during the term of this Agreement sell, transfer or exchange, the Project or the Land (or any part thereof or any interest therein) at any time except in accordance with the terms of the

Mortgages, this Agreement, the Act and the Agency Regulations promulgated pursuant to the Act, and the Program Guidelines and unless such sale, transfer or exchange shall have been approved by the Agency. The Owner shall notify in writing and obtain the agreement in writing of any buyer or successor or other person acquiring the Project or Land or any interest therein, in a form acceptable to the Agency that such acquisition is subject to the requirements of this Agreement. This provision shall not act to waive any other restriction on such sale, transfer or exchange.

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

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

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

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

(p) As of the date of this Agreement, the Architectural Contract is in full force and effect and no default has occurred thereunder, and a true copy of the entire Architectural Contract with all modifications and addenda to date has been filed with the Agency.

Section 6. **Covenants to Run With the Land**. The covenants, reservations and restrictions set forth herein shall be deemed covenants running with the Land and, except as provided in Section 5 hereof, shall pass to and be binding upon the Owner's assigns and successors in title to the Land or the Project; provided, however, that upon the termination of this Agreement in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Land or the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Land or Project are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Project and Land.

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

Section 8. Construction or Rehabilitation of Project. The Owner covenants and agrees to comply with all the provisions of the Architectural Contract and/or Construction Contract, as applicable. The Owner covenants and agrees diligently to pursue the construction or rehabilitation of the Project to completion in accordance with the plans and specifications set forth in the Owner's application for the Loan and the Architectural Contract and as approved by the Agency.

The Owner shall not approve or allow to occur any material change in the scope of plans and specifications for the Project without the express approval of the Agency. Construction or rehabilitation shall at all times be subject to the discretionary inspection, discretionary review, regulation and approval of the Agency and its duly authorized representatives. Any such inspection, regulation, review or approval of the Agency shall be solely for its benefit for the purpose of assuring that the programs and goals of the Project are being fulfilled.

The Owner shall not knowingly do any act which would cause the release, in whole or in part, of the surety bond or bonds issued in connection with the Architectural Contract or Construction Contract, as applicable, including, without limitation, deviation from the payment schedule, waiver of any material requirements imposed on the architect or any contractor or subcontractor under the Architectural Contract or Construction Contract, as applicable, or consent to any major change in the in the scope of plans and specifications or scope of the work, unless such act would not cause any release because the surety has consented thereto.

Section 9. Funding and Conditions Precedent to Advance.

A. Funding of Construction or Rehabilitation:

Upon and subject to the terms and conditions of this Agreement, the Mortgages and Mortgage Notes, the Agency agrees to advance and disburse the principal sums of **$122,000** and **$207,466** as follows:

The balance of the Principal Sums of **$122,000** and **$207,466** remaining after disbursement of acquisition costs shall be made only after the Agency has received and approved, subject to its sole discretion, all items on the Agency Document Checklist for Construction and Permanent Financing.

B. Conditions Precedent to Advance:

The Agency's obligations to make the other disbursement under the Mortgages shall be subject to the satisfaction of the following conditions precedent, any of which may be waived in whole or part by the Agency.

1. Each of the Owner's covenants, agreements, representations and warranties contained in this Agreement shall continue to be true and shall not be breached.

2. If applicable, the full amount of the previous advance shall have been expended for Land acquisition, costs and discharge of any related lien.

3. All work performed and material furnished for the Project shall be in accordance with the plans and specifications for the Project and all work shall have been properly performed to the satisfaction of the Agency.

4. No event shall have occurred and no conditions shall exist that would prevent the advance from becoming a valid first and fourth mortgage lien on the Project and the Land or secured by a prior protected security interest on any other collateral mentioned in the Mortgages. If the Agency shall deem it necessary or desirable, all or part of the advance may be disbursed in escrow to a title insurance company licensed to do business in the State of New Jersey for the purpose of discharging any construction or other lien on the Project and Land or any other security mentioned in the Mortgages; and the Owner agrees to certify in writing that the foregoing conditions have been satisfied.

Section 10. Insurance; Condemnation. The Owner shall cause the buildings on the premises and the fixtures and articles of personal property covered by the Mortgages to be insured against loss by fire and against loss by such other hazards as may be required by the Agency for the benefit of the Agency, including, but not by way of limitation flood insurance if any part of the Project is located in an area designated by or on behalf of the federal government as having specific flood hazard. Such insurance shall be written by such companies, in an amount not less than the full insurable value of the Project exclusive of excavations and foundations and in such forms as are satisfactory to the Agency. The Owner shall assign and deliver the policies to the Agency, and the Agency shall be loss payee under such policies. Such policies shall provide that the insurer may not cancel the policy and will not refuse to renew the policy except after thirty (30) calendar days written notice to the Agency. If the Agency shall not receive evidence satisfactory to it of the existence of effective insurance coverage as required by the Agency, the Agency may (but shall not be required to) obtain such coverage and the Owner shall reimburse the Agency on demand for any premiums paid for insurance procured by the Agency, and until so reimbursed the amount of such premiums shall be added to the principal amount of the First Mortgage and shall bear interest at the then current rate being paid by the Agency on its borrowing as determined in good faith by the Agency. Valid participation by the Owner in a blanket insurance program offered by or through the Agency or approved by the Agency shall be satisfactory evidence of the required insurance for each type or class of coverage.

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

The Owner shall maintain continuously in effect such other insurance coverage of the types and in the amounts specified by the Agency, including workers' compensation insurance and other

insurance required by law with respect to employees of the Owner, and liability insurance, protecting the Owner and the Agency against any loss or liability or damage for personal injury or property damage with respect to the Project. Owner shall also maintain use and occupancy insurance covering loss of revenues derived from the Project by reason of interruption, total or partial, of the use of the Project resulting from loss or physical damage thereto in an amount not less than one year's gross rental income. The Owner shall carry fidelity bond insurance covering all employees of the Owner authorized to handle the revenues derived from the Project in an amount equal to one-half times the maximum monthly rent roll.

Section 11. Taxes or Payments in Lieu of Taxes. Unless the Owner has received a full tax exemption for the taxes on the Project at the time the Owner takes title to the Project, the Owner covenants and agrees to pay any valid municipal taxes, payments in lieu of taxes, charges, assessments, water charges and/or sewer charges, and in default thereof the Agency may pay the same. Any such sum or sums so paid by the Agency shall be added to the principal sum secured by the First Mortgage, as determined by the Agency, and shall bear interest at the then current rate being received by the Agency on its investment as determined in good faith by the Agency.

Section 12. Liens. The Owner covenants and agrees to maintain its right, title and interest in the Project and Land and all items enumerated in Section 7 of the Mortgages free and clear of all liens and security interests, except Permitted Encumbrances, those exceptions identified and set forth in title insurance commitments and title insurance commitment number CTA-58313 issued by Chicago Title Insurance Company dated December 2, 2008, and continued to the date of this Agreement, as accepted by the Agency. Except with the written consent of the Agency, the Owner will not install any item of tangible personal property as part of the fixtures or furnishings of the Project, which is subject to a purchase money lien or security interest.

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

Section 13. Encumbrances - Sale of Project. The Owner covenants and agrees not to sell, lease or otherwise encumber the Project or the Land, or any part thereof, or the rents or revenues thereof without prior written consent of the Agency, except by leasing to eligible residential tenants as provided by the Mortgages and this Agreement.

Section 14. Maintenance, Repair and Replacement. The Owner covenants and agrees to maintain the Project and the appurtenant equipment and grounds in good repair and condition so as to provide decent, safe and sanitary housing accommodations.

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

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

Section 15. **Advance Amortization Payments**. The Owner shall not make any advance principal repayment except as allowed by the Program and Program Guidelines.

Section 16. **Compliance with the Program, the Act, Agency's Regulations and Any Federal or State Subsidy Source**. The Owner covenants and agrees to comply with the Program, the Act and any regulations promulgated pursuant thereto, and with any amendments or supplements to the Program, the Act or regulations. Throughout the term of this Agreement, the Owner further covenants and agrees to comply with any and all requirements imposed upon it as a condition of any federal or state grant, subsidy or loan.

Section 17. **Use of Project - Leasing**. Except as otherwise expressly provided in Section 3 and 4 of this Agreement or as otherwise agreed to in writing by the Agency, and except for facilities approved by the Agency as normally appurtenant to residential projects for non-transients (such as laundry facilities), the Project shall be used solely (or as otherwise may be approved by the Agency) to provide affordable housing units for a special needs population(s) under the Agency's Program.

Section 18. **Consideration for Lease.** The Owner covenants and agrees not to require as a condition of the occupancy or leasing of any dwelling unit in the Project and not to accept or allow any employee or agent to accept any consideration other than the prepayment of the first month's rent, plus a security deposit not in excess of one (1) month's rent to guarantee the performance of the covenants of the rent agreement or lease.

Section 19. **Security Deposit** The Owner covenants and agrees to deposit all moneys paid to the Owner by any resident, if any, as a security deposit for the payment of rent or other allowable charges under any use and occupancy agreement and/or lease in a separate interest bearing bank account held and maintained in accordance with applicable law.

Section 20. **Account for Project Revenues/Operating Account**. The Owner covenants and agrees to establish an account for Project Revenues specific to the Project. "Project Revenues" shall mean all rents and other revenues of any type whatsoever received in respect of the Project or the Owner, except for Loan disbursements. Project Revenues shall be deposited in such account and all operating expenses should be paid from this account.

Section 21. **Reserve and Escrow Payments.**

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

(a) an amount equal to twelve (12) months of the estimated annual insurance payments; and

(b) an amount equal to twelve (12) months of the estimated annual tax payments; and

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

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

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

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

Section 22. **Inspection of Premises**. The Owner covenants and agrees to permit the Agency, its agents or representatives, to inspect the Project at any and all reasonable times with or without notice, pursuant to the provisions of the Act and the Program.

Section 23. **Books and Records**. The Owner covenants and agrees to maintain adequate books and records of its transactions, including the social services provided to the Project's residents, with respect to the Project in the Owner's standard form. Such books and records shall be available for inspection and audit by the Agency or its agents at any time during business hours, with notice, pursuant to the provisions of the Act and the Program. The Owner further covenants and agrees to cause the financial affairs with respect to the Project to be audited by independent certified public accountants and shall furnish the Agency with its audit report of such accountants as may from time to time be required by the Agency.

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

Section 24. **Management Contract**. The Owner may, and if the Agency so elects, shall contract for the services of a firm experienced in real estate management to act as the managing agent for the Project. The selection of any such managing agent, the scope of the agent's duties and the basis of the agent's compensation shall be the subject of a consultation between the Agency and the Owner and any contract for the employment of any managing agent shall provide that such

contract may be terminated by the Agency at any time by notice of such determination by the Agency given to the Owner and managing agent.

Section 25. Prohibited Actions. Except with the express approval of the Agency, which approval shall not be unreasonably withheld, the Owner shall not with Project Revenues (as defined in Section 20 hereof), Loan disbursements or grant advances:

1. incur any liabilities, except in connection with the acquisition, rehabilitation and rental of the Project and its operation and maintenance;

2. engage in any business activity except the ownership and operation of the Project;

3. pay more than fair market value thereof for goods or services; and

4. pay compensation to any officer, director or partner in such capacity or make any cash distribution to any of the foregoing.

Section 26. Transfers of Ownership Interests. The Owner shall not transfer or sell any interest in the Project, except in accordance with the Agency's regulations governing such transfers.

Section 27. Statutory Powers and Restrictions. The Mortgages shall be subject to the restrictions in the Act and the Program, and in connection therewith, the Agency shall have the powers set forth in the Act, the Program and the regulations now or hereafter promulgated pursuant to the Act and the Program and the Owner hereby consents to such restrictions and agrees to be bound thereby. Such powers and restrictions shall be in addition to and not in limitation of the rights of the Agency expressly set forth in this Agreement.

Section 28. Accounting in Event of Default; Estoppel. Upon the occurrence of an Event of Default and within ten (10) business days of demand therefore by the Agency, and otherwise within ten (10) business days of written demand by the Agency, the Owner will furnish to the Agency in writing a statement of the principal amount remaining due on the Loan, together with a statement of any known defenses which may exist as to any liability of the Owner on the Notes or otherwise thereunder.

Section 29. Financing Statements. The Owner hereby irrevocably authorizes the Agency to execute on its behalf one or more financing statements or renewals thereof in respect to any of the security interests granted by the Mortgages.

Section 30. Assignment by Agency. The Owner hereby consents to any assignment of any Loan Document by the Agency.

Section 31. Defaults. Each of the following shall be an Event of Default:

(a) failure by the Owner to pay more than thirty (30) calendar days after the due date any installment of principal or interest on the Loan or any other payment required by the Owner to the Agency or any other person pursuant to the terms of this Agreement, the Mortgages or the other

Loan Documents; provided, however, that interest shall accrue on any payment made beyond its due date;

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

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

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

(e) the occurrence of substantial destruction of the Project by an uninsured casualty or the inability to replace or restore the Project in accordance with Section 10;

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

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

(h) failure to complete the Project.

(i) failure or refusal to acquire, rehabilitate, operate and/or maintain the Project in accordance with the Program.

The events set forth in the subsections (b) and (g) of this Section shall not constitute Events of Default until the prohibited acts, failure to perform or observe, or breaches shall remain uncured for a period of thirty (30) calendar days after the Agency's written notice to the Owner, specifying such prohibited act, failure or breach and requesting that it be remedied, unless the Agency shall agree in writing to an extension of such time prior to its expiration; provided, however, that after the Rehabilitation Period only, if the prohibited act, failure, or breach stated in each notice is correctable, but cannot be corrected within the 30-day period, the Agency may not unreasonably withhold its consent to an extension of up to 120 calendar days from the delivery of the written notice referred to herein if corrective action is instituted by the Owner, within the initial 30-day period and diligently pursued.

The failure of the Owner to comply with any of the provisions of Section 25 or 31 of this Agreement shall not be deemed an Event of Default hereunder unless such failure has not been corrected within a period of 60 calendar days, have actual or constructive knowledge of such failure or after the Agency's written notice to the owner, whichever is earlier.

Section 32. Remedies. Upon the occurrence of any Event of Default, the Agency may at its option take any one or more of the following actions or remedies and no failure to exercise any remedy or take any action enumerated shall constitute a waiver of such right or preclude a subsequent exercise by the Agency of any such remedy:

(a) declare the entire principal sums of the Mortgages together with all other liabilities of the Owner under the Notes to be immediately due and payable;

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

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

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

(e) pursuant to its rights under the Act and the Program, remove the Project Manager(s) after consultation with the Owner, or, if the Agency, after consultation with the Owner, decides, it is in the best interest of the Project and Clients, hereinafter defined, the Owner shall deed the Project and Land to the Agency;

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

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

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

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

(j) make effective an assignment of the Architectural Contract by the Owner to the Agency, in which event the Agency is specifically empowered by the Owner to exercise any and all rights of the Owner under the Architectural Contract, and at the option of the Agency to proceed with the rehabilitation of the Project, in which event all payments by the Owner made with respect to the Architectural Contract shall be treated as disbursements on the Loan;

(k) subject to Section 40 hereof, sue the Owner for a mandatory injunction or other equitable relief requiring performance by the Owner of any of its obligations under this Agreement or the Mortgages or the other Loan Documents. The Owner agrees with the Agency that the Agency's remedy at law for the violation or nonperformance of the Owner's obligations under the Mortgages or this Agreement or the other Loan Documents is not adequate by reason, among other things, of the Agency's public purpose to provide adequate, safe and sanitary dwelling units;

(l) after consultation with the Owner, sue under the Architectural Contract or on a warranty to recover any amount payable to the Owner pursuant to the Architectural Contract or payable to the Owner pursuant to any such warranty and to settle any such claim or liability and release the same and apply the proceeds of any such suit, settlement or release to the liabilities of the Owner under this Agreement or the Mortgages;

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

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

(o) notwithstanding the above enumeration of remedies, the Agency shall have available to it all other remedies provided at law or in equity or any other action permitted by law subject to the provisions of Section 40 of this Agreement;

Section 33. Expenses Due to Default. All expenses (including reasonable attorneys' fees and costs and allowances) incurred in connection with an action to foreclose the Mortgages or in exercising any other remedy provided by the Mortgages or this Agreement or the other Loan Documents, including the curing of any Event of Default, shall be paid by the Owner, together with interest at the then current rate being received by the Agency on its investments as determined in good faith by the Agency. Any such sum or sums and the interest thereon shall be a further lien on the Project, Land and Improvements, and shall be secured by this Agreement and the Mortgages.

Section 34. Burden and Benefit. The Agency and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Land and the Project is rendered less valuable thereby. The Agency and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the Land by enhancing and increasing the enjoyment and use of the Land and part of the Project as housing for persons with developmental disabilities.

Section 35. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project and Land.

Section 36. Remedies; Enforceability. The provisions hereof are imposed upon and made applicable to the Land and shall run with the Land and shall be enforceable against the Owner or any other person or entity that has or had an ownership interest in the Project at the time of such violation or attempted violation. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation hereof at any later time or times.

Section 37. Amendments; Notices; Waivers. This Agreement and the Mortgages may be amended only by an instrument in writing executed and acknowledged on behalf of the Agency and the Owner in such manner that the instrument may be recorded.

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

Any provisions of this Agreement, the Mortgages or other Loan Documents requiring the consent or approval of the Agency for the taking of any action or the omission of any action requires such consent by the Agency in writing signed by a duly authorized officer of the Agency. Any such consent or approval, unless it expressly states otherwise, is limited to the particular action or omission referred to therein and does not apply to subsequent similar actions or omissions.

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

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

Owner: **Family Service of Burlington County, New Jersey**
770 Woodlane Road, Westampton, New Jersey 08060
Bob Pekar, Executive Director

All notices shall be deemed given when received.

Section 38. **Severability**. The invalidity of any part or provision hereof shall not affect the validity, legality and enforceability of the remaining portions hereof, and to this end the provisions of this Agreement shall be severable.

Section 39. **Successors and Assigns**. This Agreement and all rights, duties, obligations and interests arising hereunder shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

Section 40. **Personal Liability**. Notwithstanding any other provision contained in this Agreement, the other loan documents or any other document or instrument executed by the owner in connection herewith or therewith, the Agency agrees, on behalf of itself and any future holder of the Note, that the liability of the Borrower and its respective heirs, representatives, successors and assigns, for the payment of its obligations hereunder and under the other loan documents, including, without limitation, the payment of principal, interest and other charges due hereunder and thereunder, shall be limited to the collateral pledged under the mortgages and the other loan documents, and that the Agency shall have no right to seek a personal judgment against the Borrower, its respective heirs, representatives, successors and assigns, individually, except to the extent necessary to subject the collateral (including the Project and Land) pledged under the Mortgages and the other loan documents to the satisfaction of the Mortgage debt, and provided, however, that the Agency shall retain the right to exercise any and all remedies granted to it under the Mortgages, this Agreement and the other loan documents, including without limitation the right to sue for injunctive or other equitable relief. The foregoing limitation of liability shall not apply to any party to the extent such party has committed fraudulent, criminal or other unlawful acts and shall

not apply to such amounts due to the Lender pursuant to Sections 10, 11, 12, 15, 33 of this Agreement.

Section 41. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 42. Disclaimer of Warranties, Liability; Indemnification/Defense.

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

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

C. Any claims asserted against the Agency shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. While this statute may not be applicable by its terms to claims arising under contracts with the Agency, the Owner agrees that it shall be applicable to any claims arising under the Loan Documents. It is acknowledged by the parties that the Agency is a public entity covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

Section 43. Recording. This Agreement shall be duly recorded in the Office of the Clerk for the county in which the Land is located within ten (10) days following its execution.

Section 44. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. The parties agree that any cause of action that may arise under this Agreement or the Loan Documents shall have jurisdiction and venue only in the Courts of the State of New Jersey in and for the County of Mercer.

Section 45. Equal Opportunity and Non-Discrimination. The Owner covenants and agrees that it will comply with the Agency guidelines with respect to equal opportunity and non-

discrimination in its purchase of goods and services for the operation and maintenance of the Project throughout the term of this Agreement.

Section 46. Counterparts

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

Section 47. Investment Funding

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

THIS SPACE INTENTIONALLY LEFT BLANK

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

WITNESS/ATTEST

Qindi Shi, Assistant Secretary

OWNER:
FAMILY SERVICE OF BURLINGTON COUNTY, NEW JERSEY

By: _____
Bob Pekar, President

CORPORATE ACKNOWLEDGMENT

STATE OF NEW JERSEY)
) SS:
COUNTY OF BURLINGTON)

BE IT REMEMBERED, that on this 4th day of December, 2009, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared, Bob Pekar, who, being by me duly sworn on his oath, acknowledges and makes proof to my satisfaction that Family Service of Burlington County, New Jersey, is the entity named in the within Instrument; that Bob Pekar is the President of said corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the members of the said corporation, and that the seal affixed to said Instrument is the proper seal and was thereto affixed and said Instrument signed and delivered by said members of the corporation as and for the voluntary act and deed of said corporation, in the presence of deponent, who there upon subscribed his name thereto as attesting witness.

Qindi Shi, Assistant Secretary

Sworn to and subscribed before me
on the date aforesaid.

A Notary Public of the State of New Jersey

CYNTHIA M. BALL
Notary Public of New Jersey
My Commission Expires 2-17-2014

SIGNATURES AND ACKNOWLEDGMENT (S) CONTINUED ON NEXT PAGE

WITNESS/ATTEST

LENDER:
NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

_____

By:_____

This Agreement is approved as to form:

ATTORNEY GENERAL OF NEW JERSEY

By:_____
Robert M. Purcell
Deputy Attorney General

STATE OF NEW JERSEY)
) SS:
COUNTY OF MERCER)

BE IT REMEMBERED, that on this ___ day of _____ before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared , who, being by me duly sworn on her oath, acknowledges and makes proof to my satisfaction that is an Assistant Secretary of the NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY (the "Agency"), named as the Lender in the within Instrument, that _____ is the _____ of said Agency, that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the members of the said Agency, that deponent well knows the corporate seal of said Agency, and that the seal and said Instrument signed and delivered by said _____ as and for the voluntary act and deed of said Agency, in the presence of deponent, who there upon subscribed her name thereto as attesting witness.

_____

Sworn to and subscribed before me
on the date aforesaid.

_____
Billie Darden Miller
A Notary Public of New Jersey
My Commission Expires: March 24, 2014

SCHEDULE A
Legal Description

Commitment No.: CTA-58313

ALL that certain tract, lot and parcel of land lying and being in the Township of Evesham, County of Burlington and State of New Jersey, being more particularly described as follows:

BEGINNING at the Northeasterly end of a curve having a radius of 21.00 feet and connecting the Northeasterly line of Evesboro – Medford Road (County Route No. 618) (86 feet wide) with the Southeasterly line of Barn Road (60 feet wide), as shown on a plan hereinafter mentioned and extends; thence

1) Along the Southeasterly line of Barn Road, North 30 degrees 30 minutes 00 seconds East, 146.00 feet to a point in said line corner to Lots 91 and 92.01, Block 11.42 feet; thence

2) Along the division line of Lots 91 and 92.01, Block 11.42 South 59 degrees 30 minutes 00 seconds East, 85.00 feet to a point corner to Lots 90, 91 and 92.01; thence

3) Partly along the line of Lot 90, Block 11.42, South 68 degrees 33 minutes 57 seconds East, 88.19 feet to a point in said line corner to Lots 92.01 and 92.02, Block 11.42; thence

4) Along the division line of Lots 92.01 and 92.02, Block 11.42, South 30 degrees 30 minutes 00 seconds West, 180.90 feet to a point in the Northeasterly line of Evesboro-Medford Road; thence

5) Along said line of Evesboro-Medford Road, North 59 degrees 30 minutes 00 seconds West, 151.09 feet to a point of curve; thence

6) In a general Northwesterly and Northeasterly direction along an arc curving to the right, having a radius of 21.00 feet, an arc distance of 32.99 feet to the point and place of BEGINNING.

The above description being prepared in accordance with a "Plan of Subdivision/Survey" made by Clancey & Associates, Inc., Consulting Engineers, dated August 15, 2007, revised to October 14, 2008.

Note for Information Only:
The land referred to in this Commitment is commonly known as Lot(s) 92.01, Block 11.42 on the Tax Map, Township of Evesham, in the County of Burlington.

Appendix R

Projected Employment Growth and Residential Growth through 2012

Evesham Township Non-Residential Developments Approved, not yet received CO Job Growth Estimate for 2009 to 2012					
Name/Application Number	**Block, Lot**	**Approval Stage & Date**	**Square footage**	**Use Group**	**Jobs Created (Appendix D)**
Care One, LLC ZB98-07A1	B 16, L 3	Final June 15, 2009	3,317 sf 7 Nursing Beds	I-2	9
LazGor, LLC ZB 08-15	B 36, L 7	Final July 20, 2009	6,000 sf Car Wash	M	10
Si-Tam Associates ZB 08-06	B35.30, L20	D Variance Only, Dec 15, 2008	50,600 sf Hotel 6,000 sf restrnt	R-1 A-2	86[20] 19
900 Route 73 South, LLC ZB 08-07	B 37.01, L2	D Variance Only Dec 15, 2008	11,000 sf day care 2,000 sf Dunkin D	I A-2	29 6
Shelter Development ZB 07-01	B 2.01, L 5, 5.01, 6, 8	Final Site Plan October 20, 2008	54,244 sf (57 assisted living, 23 Alz units) 154,069 sf (121 Indep Living units)	I-2 R-2	141[21]
Mapletree Associates ZB 03-32	B 2.10, L 7, 9-14, 12	Final Site Plan May 16, 2005	2,719 sf Bank	B	8
Marlton VF (Vornado) PB 04-27	B 5, L 4, 4.01, 5.03 B 21, L1-7	Final Site Plan	7,217 sf Restaurant	A-2	23
Elmwood Development PB 04013	B 11.47, L 2	Final Site Plan April 7, 2005	5,000 sf Retail	M	9
Elmwood Holdings, LLC	B 19.01, L 3, 6	Final Site Plan August 7, 2008	10,700 sf Office	B	30
JDME Acquisitions PB 09-02	B 24.24, L 2	Prelim Site Plan August 20, 2009	165,809 106 Indep Living, 44 Congregate	R-2 I-2	431[22]
ICON Property Group PB 07-12	B 16, L 3.02	Final Site Plan April 3, 2008	14,583 sf Retail	M	25
Thomas Morello	B11.47, L	Final Site Plan	4,726 sf	B	13

[20] At the time of the biennial review, the Township anticipates that a waiver will be requested, as permitted by N.J.A.C. 5:96-15.2, from the strict application of the jobs to square footage ratios provided to measure non-residential growth share in Appendix D. Information on actual employment for the hotels and Independent/Assisted Living facilities will be submitted.

[21] Same as above, COAH numbers are excessive for assisted living/nursing/congregate care.

[22] Same as above, COAH numbers are excessive for assisted living/nursing/congregate care.

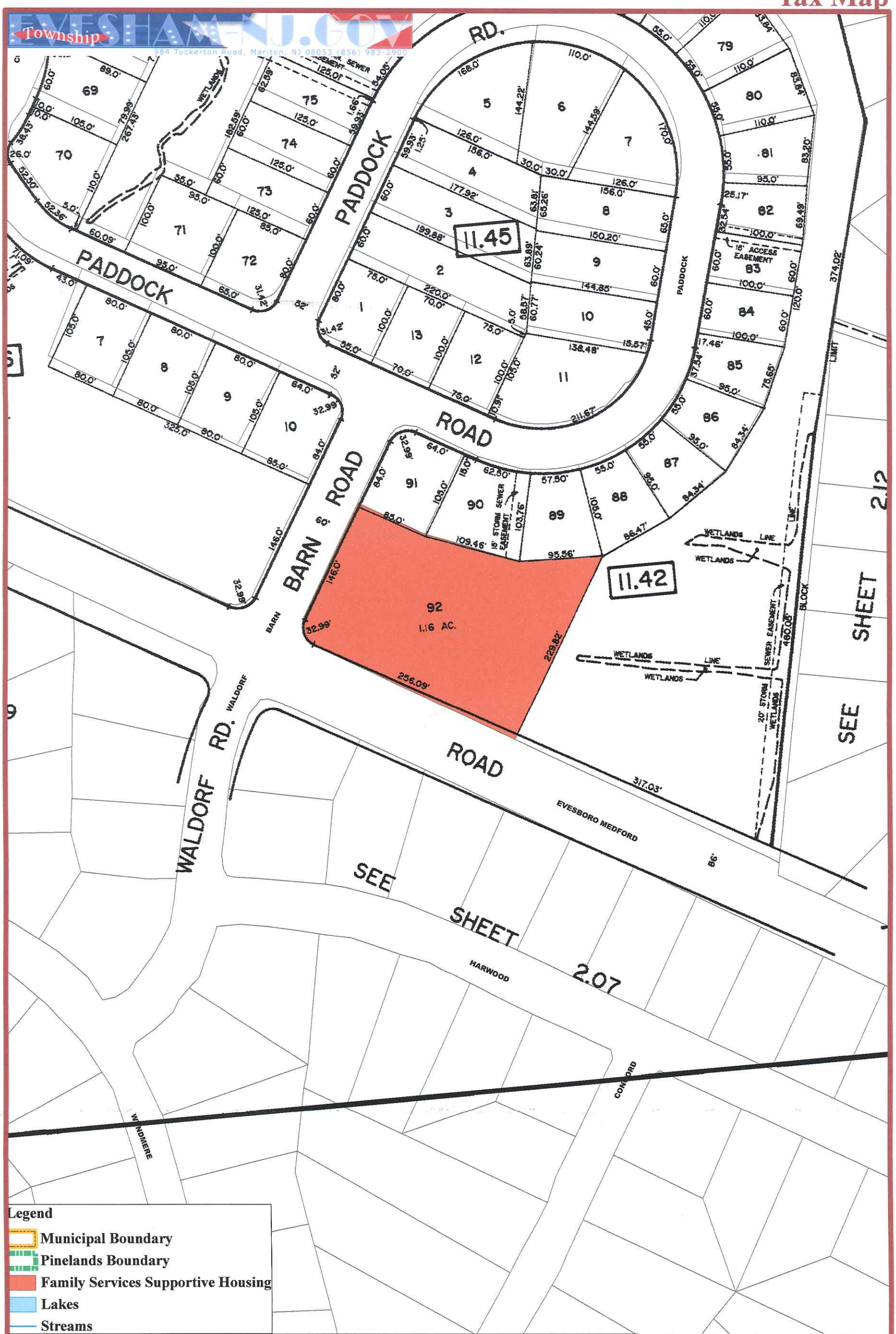
PB 06-06	3	August 16, 2007	Office		
India Temple Association PB 02-22	B 35.30, L 18.04	Final Site Plan January 17, 2008	19,427 sf Community Center/Religious	A-3	Exclude as House of Worship
Infinity Hotel Group PB 02-23	B 35.30, L 18.03	Final Site plan October 16, 2008	38,876 sq ft Hotel/Conf Center	R-1 A-2	66[23]
ETEL Realty PB 03-16	B35.30, L18.01, 18.02, 18.05	Final Site Plan August 16, 2007	25,915 sf Retail	M	44
Tuckerton Group PB 07-02	B 112, L 1-6, 32	Final Site Plan January 15, 2009	14,093 sf Office -3,000 sf Demolition	B	31 net
Evesboro Associates PB 07-09	B 8.10, L 1	Final Site Plan Under Construction	8,000 sf Retail	M	14
Carollo's Restaurant ZB 04-51	B 20, L 1 - 4	Final Site Plan Under Construction	6,020 sf addition Restaurant	A-2	19
Sovereign Grace Church PB 08-14	B 6, L 3, 3.02	Final Site Plan Under Construction	31,123 sf Church Facility	A-3	Exclude as House of Worship
St Isaac Jogues Church PB 98-01	B 13,22, L 2, 3, 4,	Final Site plan Under Construction	12, 656 sf addition Church	A-3	Exclude as House of Worship
Georgetti PB-04-02	B4.05, L 17.06	Final Site plan Under Construction	8,221 sf Retail	M	14
Marlton Executive	B 36, L 2	Final Site Plan Phases II, III, IV	93,150 sf Office	B	260
Total Number of Potential Jobs in Accordance with Appendix D					**1,287 jobs = 80 growth share**

[23] Same as above for hotel.

Table 4 Evesham Township Developments Approved, not yet received CO Residential Growth Estimate for 2009 to 2012				
Name/Application Number	**Block and Lot**	**Approval Stage and Date**	**Number of Units**	**Growth Share**
Procacci Development ZB 05-33	B 15, L 3, 4, 5, 6, 12	Preliminary & Final Subdivision Nov 19, 2007	34 (+4 affordable) Semi-detached[24]	8
Procacci/Hayverhill PB-02-08A	B 14, L1	Final Subdivision October 7, 2004	21 single family	5
Family Service of Burlington	B 11.42, L 92	Minor Subdivision January 17, 2009	1 affordable single family for group home	0
James Gatto PB 08-07	B 137, L 1-20	Minor subdivision June 19, 2008	3 single family	1
Gladiator/Millwood PB06-15	B17, L 10	Prelim major Sub March 5, 2009	15 single family	4
Carlo Sacchetti PB 00-34	B17, L 3 & 4	Final Subdivision	4 single family	1
Miscellaneous Subdivisions			8	2
Total Estimated Residential Growth 2009-2012			**90**	**23**

[24] Applicant agreed to provide 4 affordable units consistent with "original" Round III growth share. The feasibility of the units may become an issue, so for this analysis it is presumed that an additional 8 unit obligation will accrue in accordance with new growth share ratios.

Tax Map

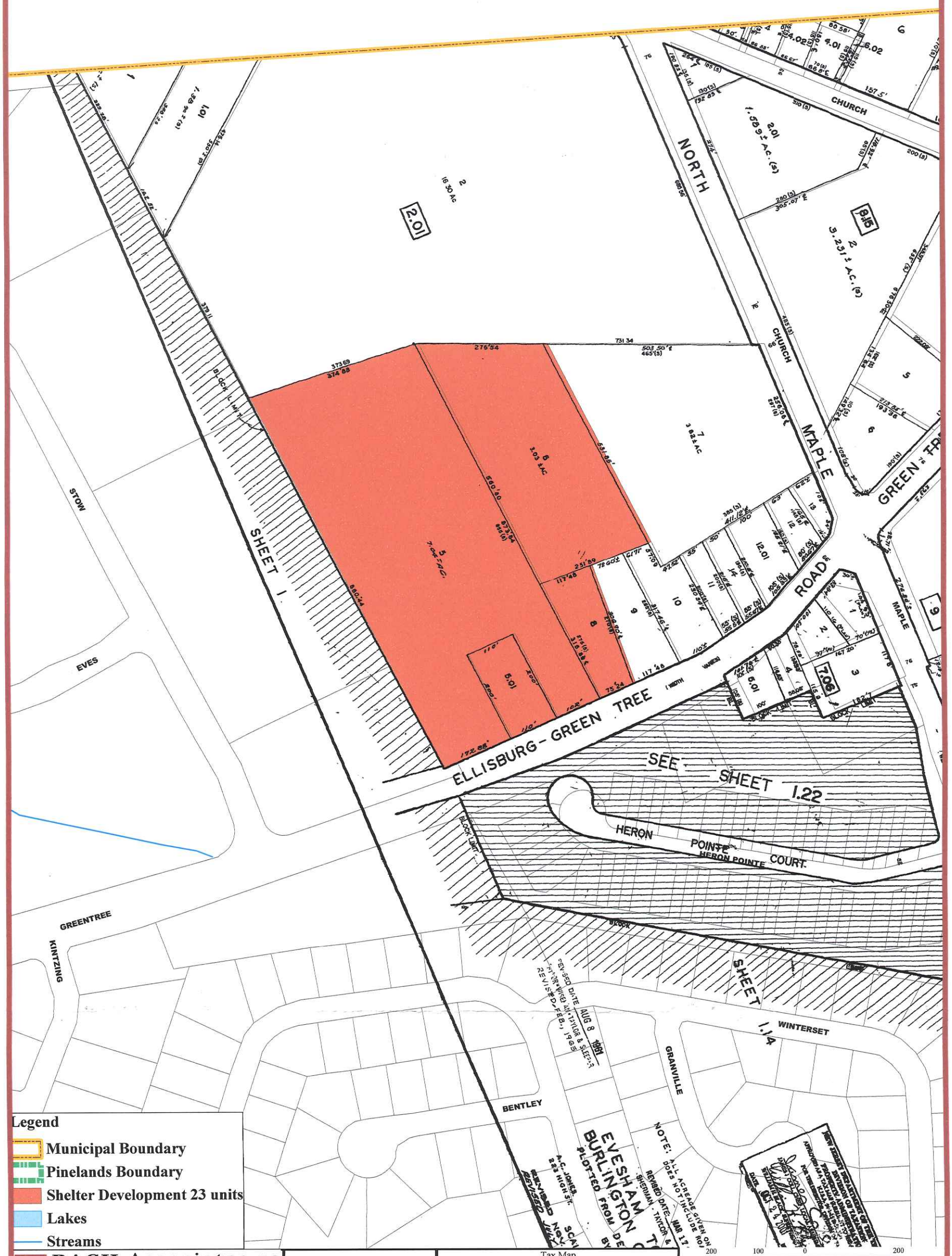


MAP 11

Tax Map

Township EVESHAM-NJ.GOV
984 Tuckerton Road, Marlton, NJ 08053 (856) 983-2900

Mount Laurel township



Legend

- Municipal Boundary
- Pinelands Boundary
- Shelter Development 23 units
- Lakes
- Streams

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www.BachDesignGroup.com

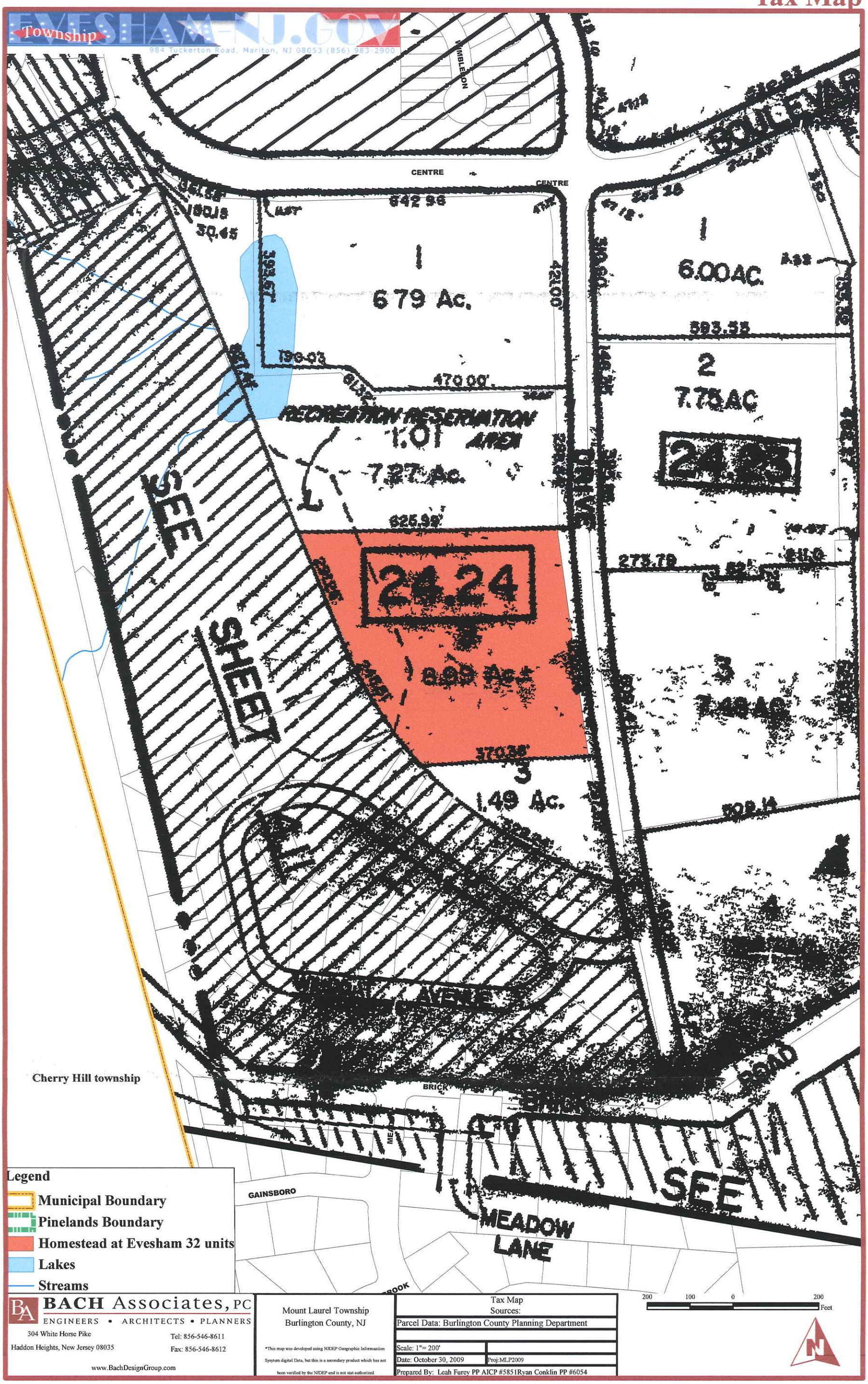
Mount Laurel Township
Burlington County, NJ

*This map was developed using NJDEP Geographic Information System digital Data, but this is a secondary product which has not been verified by the NJDEP and is not stat authorized.

Tax Map Sources:	
Parcel Data: Burlington County Planning Department	
Scale: 1"= 200'	
Date: October 30, 2009	Proj:MLP2009
Prepared By: Leah Furey PP AICP #5851Ryan Conklin PP #6054	

MAP 10

Tax Map



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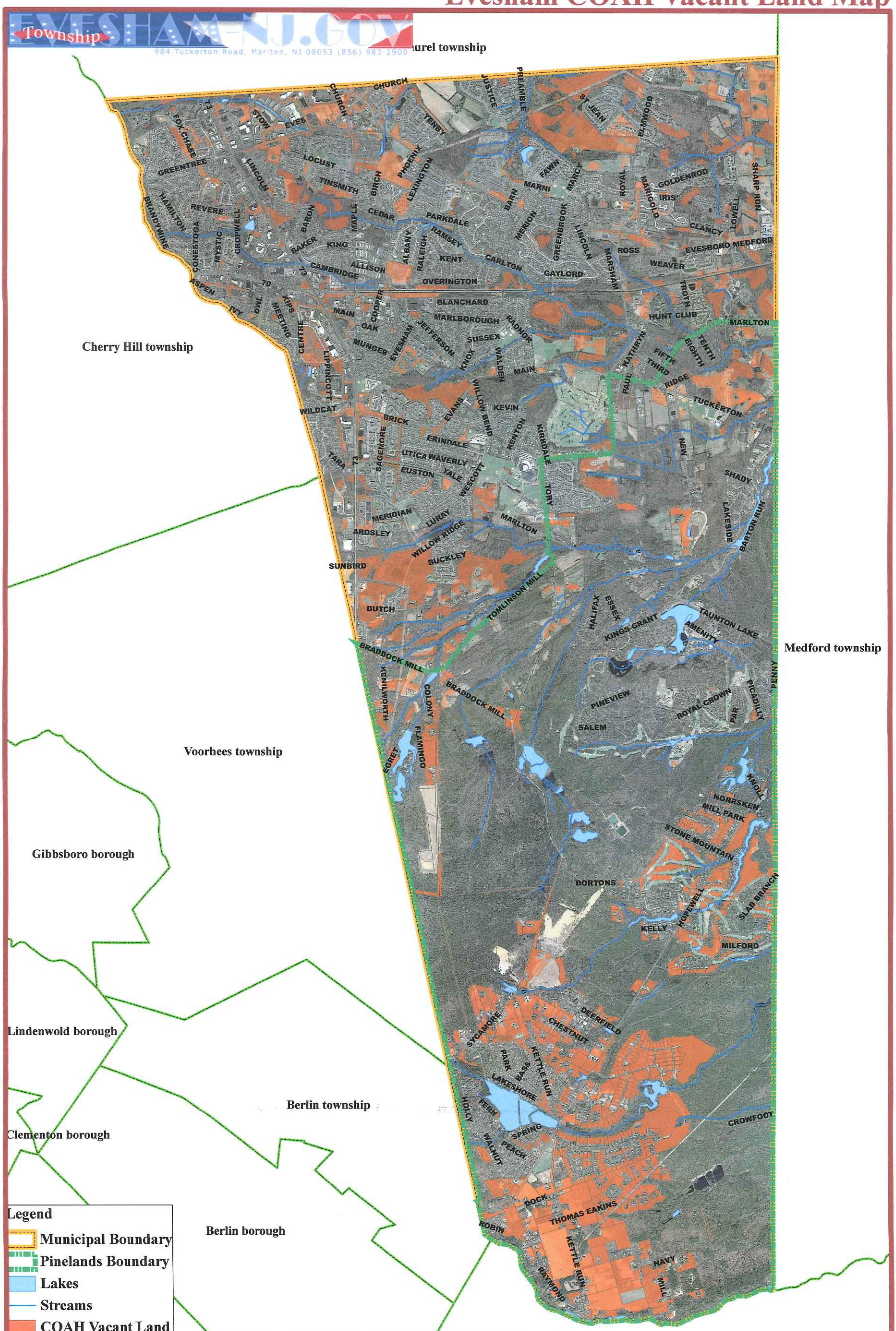
Scale: 1"= 200'	
Date: October 30, 2009	Proj:MLP2009
Prepared By: Leah Furey PP AICP #5851Ryan Conklin PP #6054	

MAP 9

Evesham COAH Vacant Land Map



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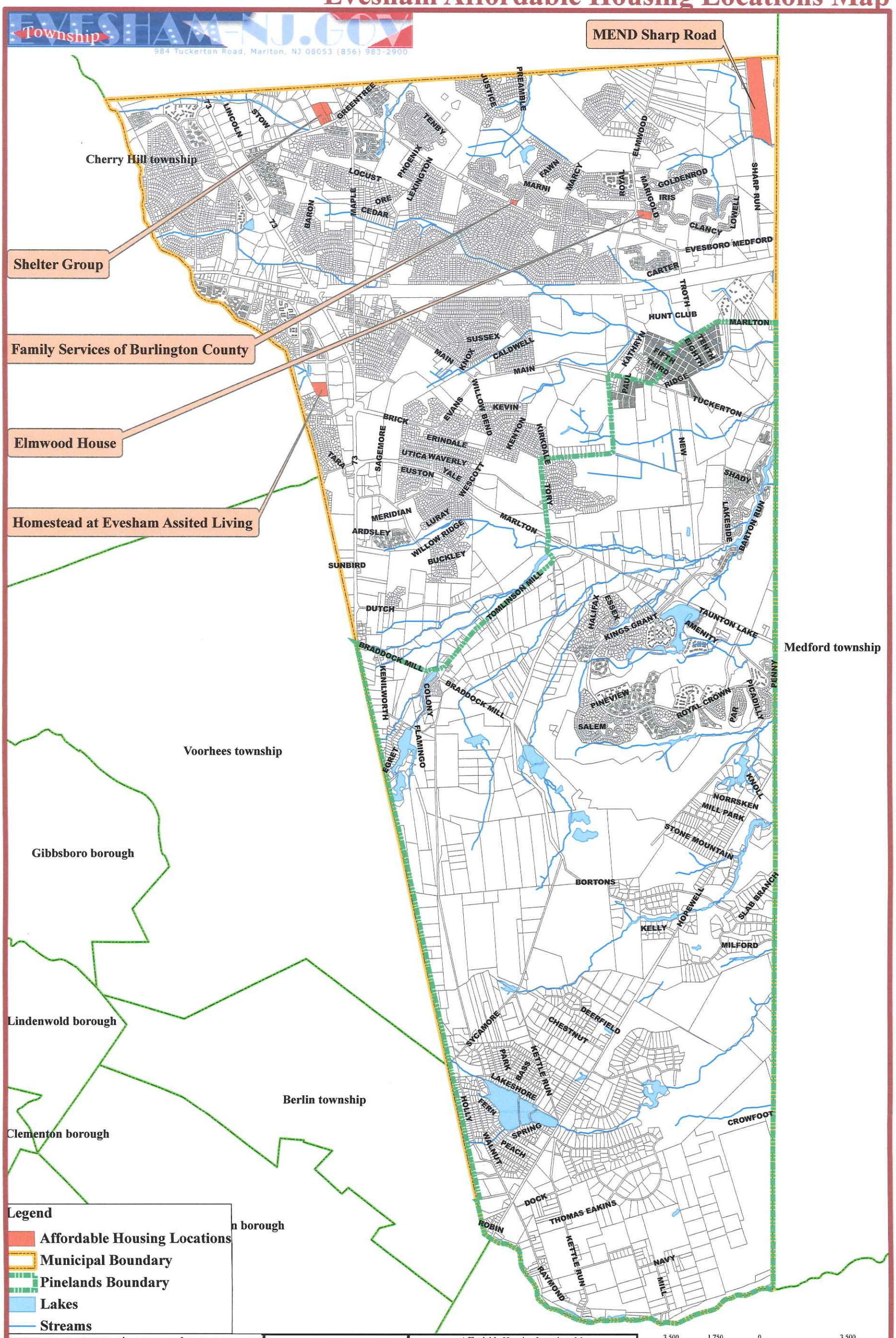
COAH Vacant Land Map Sources:	
Parcel Data: Burlington County Planning Department	
2007 NJ Digital Orthoimagery	
Scale: 1"= 3500'	
Date: December 22, 2009	Proj:EVT2009
Prepared By: Leah Furey PP AICP #5851 Ryan Conklin PP #6054	

3,500 1,750 0 3,500 Feet

MAP 8

Evesham Affordable Housing Locations Map



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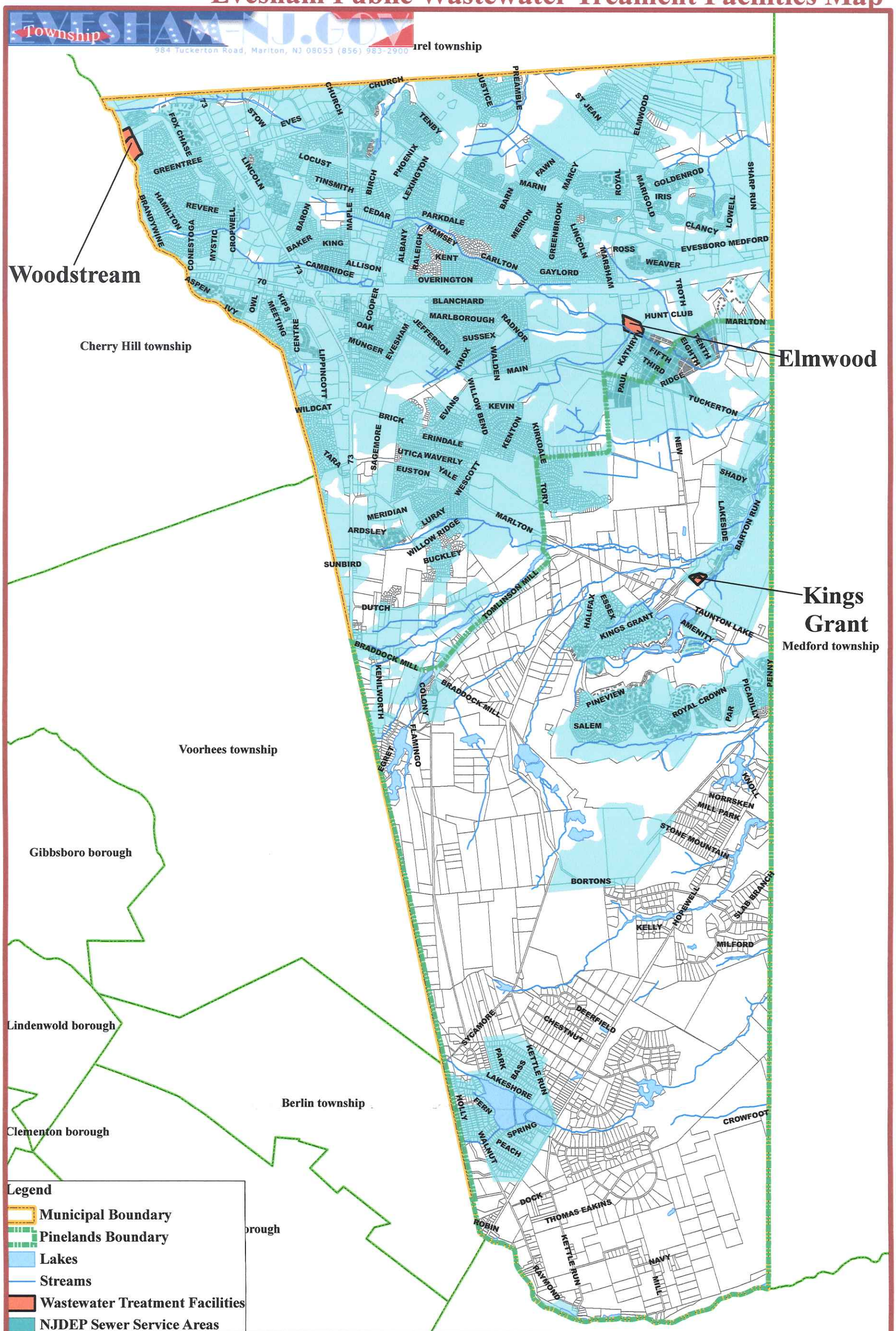
Affordable Housing Locations Map
Sources:
Parcel Data: Burlington County Planning Department
Scale: 1"= 3500'
Date: October 28, 2009
Proj:EVT2009
Prepared By: Leah Furey PP AICP #5851Ryan Conklin PP #6054

MAP 7

Evesham Public Wastewater Treament Facilities Map



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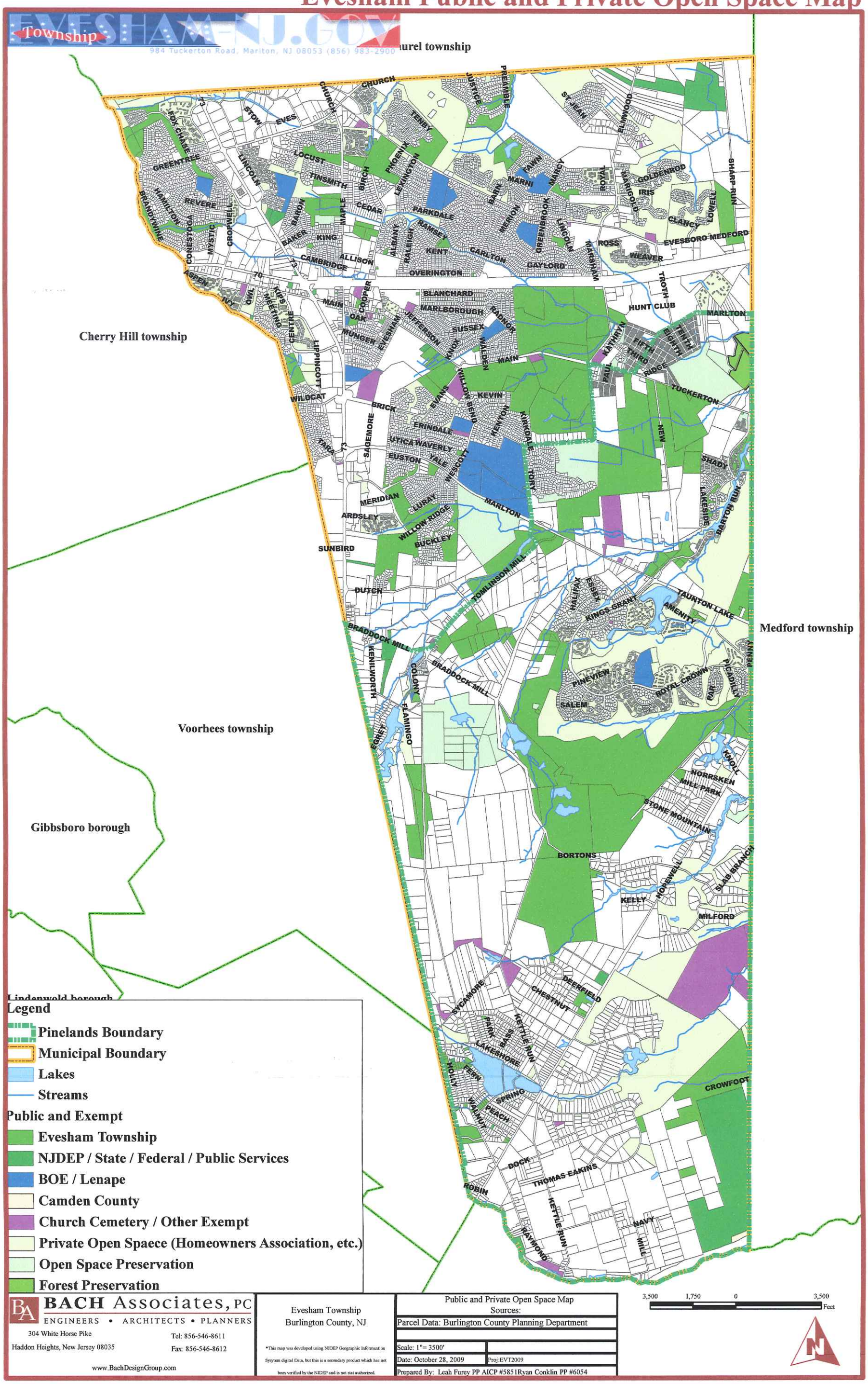
Evesham Township
Burlington County, NJ

*This map was developed using NJDEP Geographic Information Sysytem digital Data, but this is a secondary product which has not been verified by the NJDEP and is not stat authorized.

Evesham Wastewater Treatment Facilities Map
Sources:
Parcel Data: Burlington County Planning Department
Scale: 1"= 3500'
Date: December 21, 2009 Proj:EVT2009
Prepared By: Leah Furey PP AICP #5851 Ryan Conklin PP #6054

MAP 6

Evesham Public and Private Open Space Map



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Evesham Township
Burlington County, NJ

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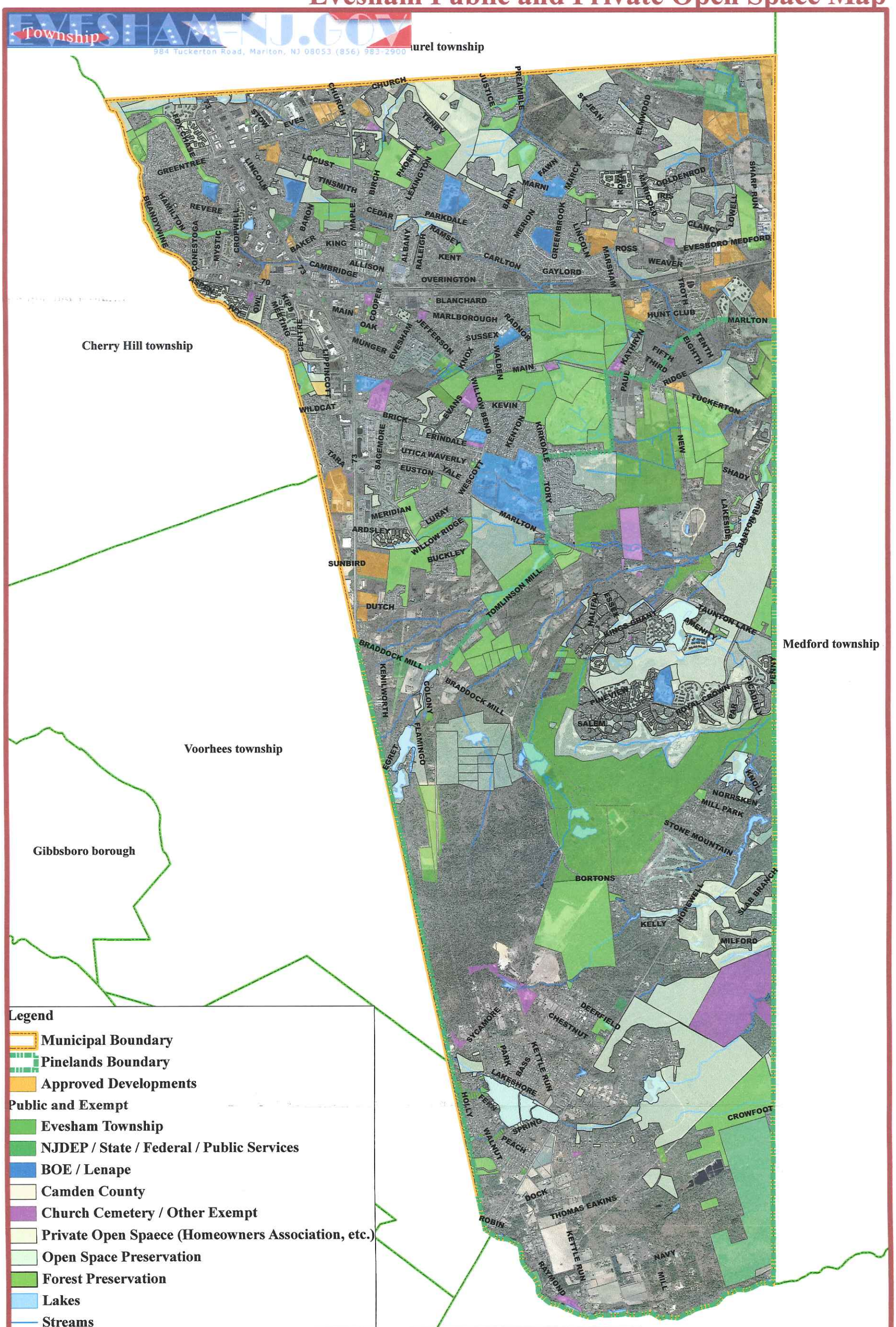
Public and Private Open Space Map
Sources:
Parcel Data: Burlington County Planning Department

Scale: 1"= 3500'
Date: October 28, 2009
Proj:EVT2009
Prepared By: Leah Furey PP AICP #5851Ryan Conklin PP #6054

MAP 5

Evesham Public and Private Open Space Map



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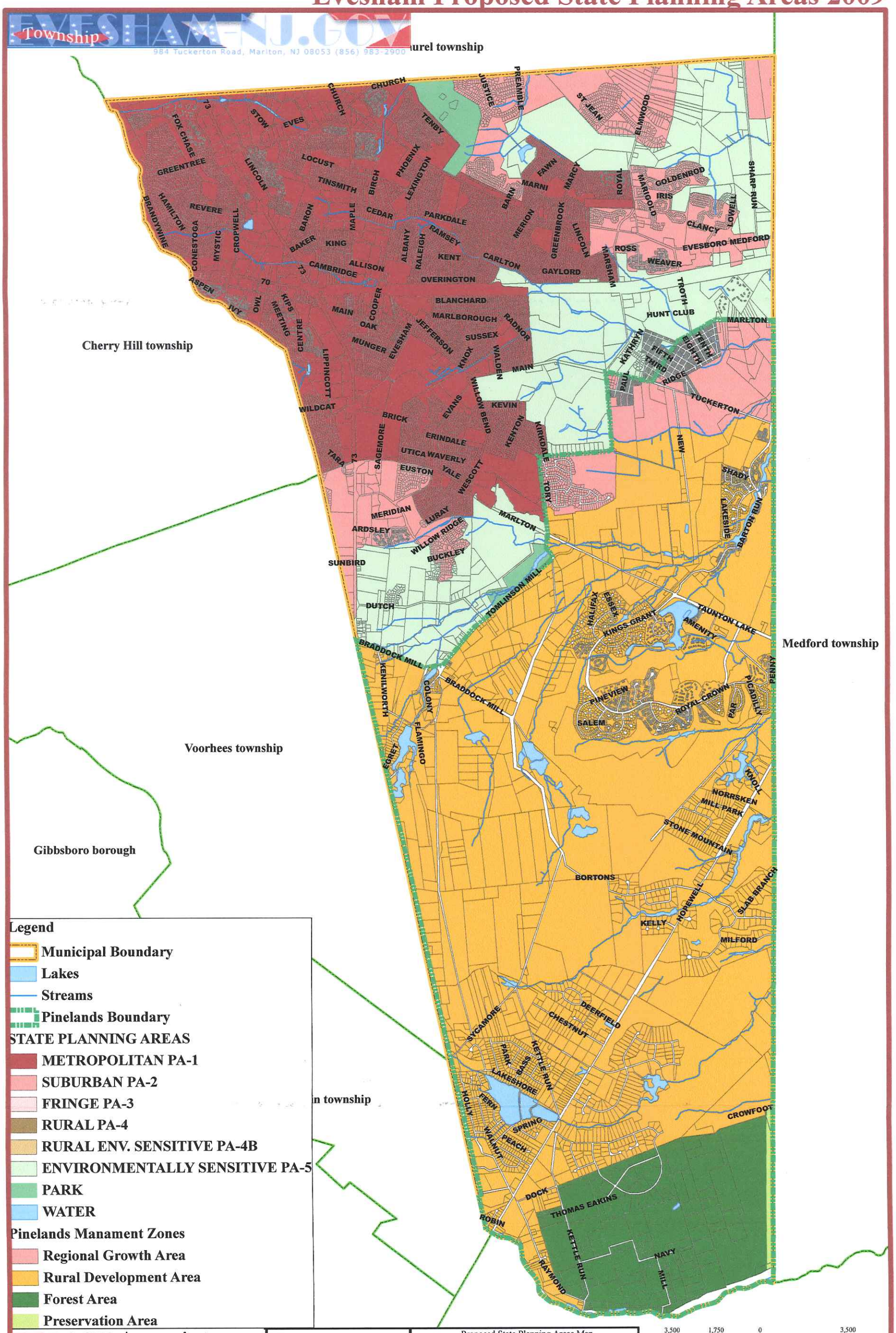
Public and Private Open Space Map
Sources:
Parcel Data: Burlington County Planning Department

Scale: 1"= 3500'
Date: October 28, 2009 | Proj:EVT2009
Prepared By: Leah Furey PP AICP #5851Ryan Conklin PP #6054

MAP 4

Evesham Proposed State Planning Areas 2009



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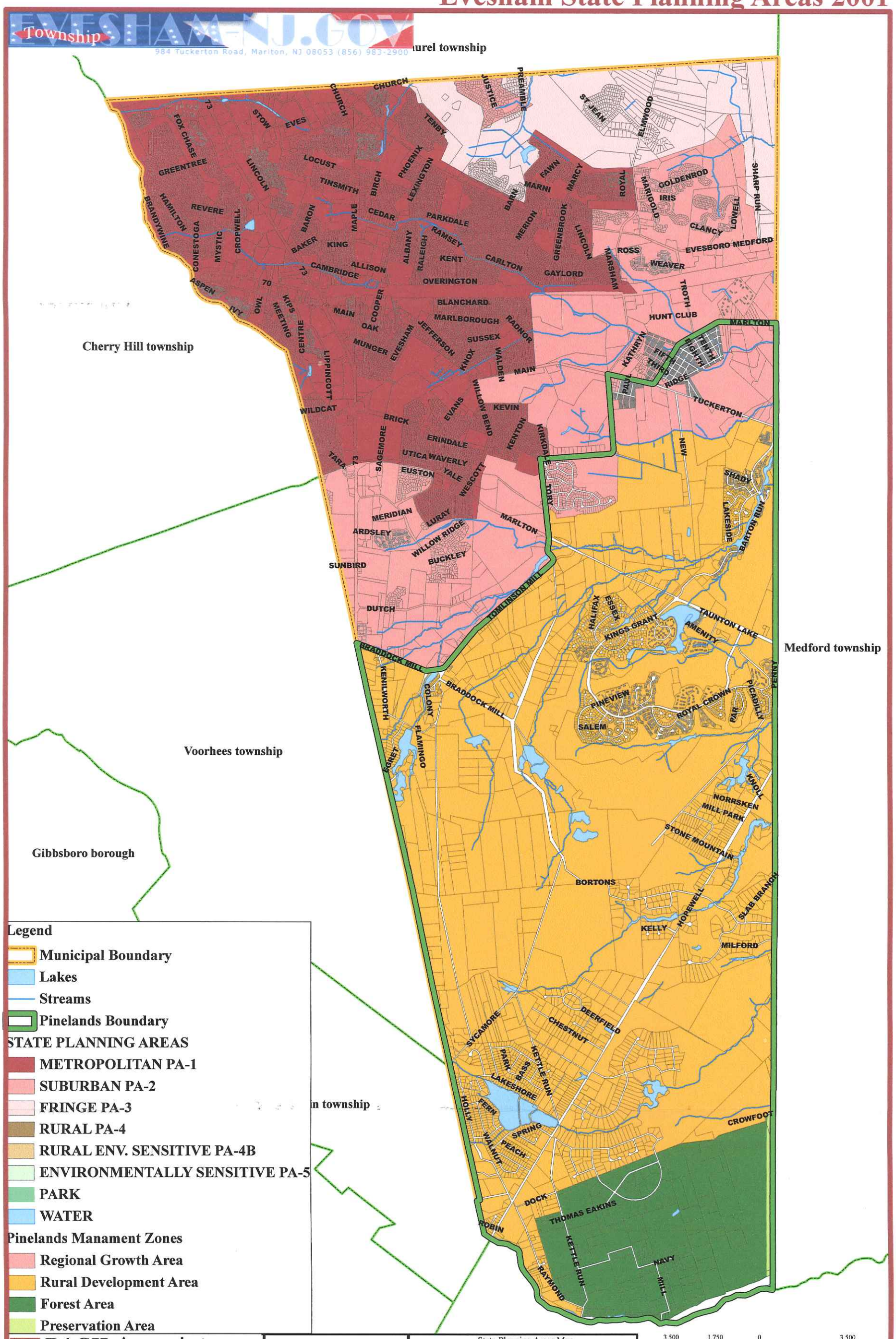
Proposed State Planning Areas Map
Sources:
Parcel Data: Burlington County Planning Department

Scale: 1"= 3500'
Date: October 28, 2009 | Proj:EVT2009
Prepared By: Leah Furey PP AICP #5851Ryan Conklin PP #6054

MAP 3B

Evesham State Planning Areas 2001



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Burlington County, NJ

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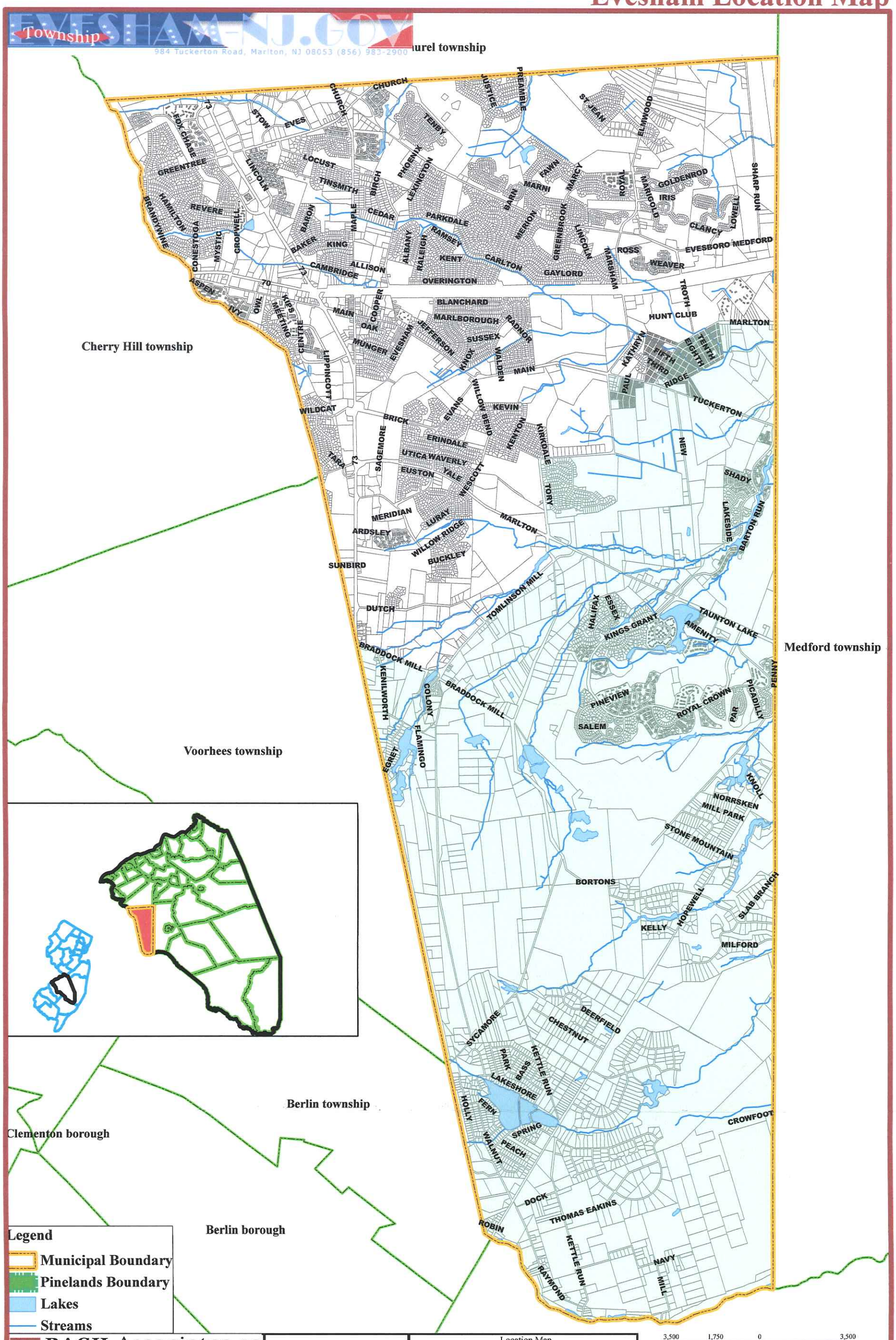
State Planning Areas Map Sources:	
Parcel Data: Burlington County Planning Department	
Scale: 1"= 3500'	
Date: October 28, 2009	Proj:EVT2009
Prepared By: Leah Furey PP AICP #5851Ryan Conklin PP #6054	

MAP 3A

Evesham Location Map



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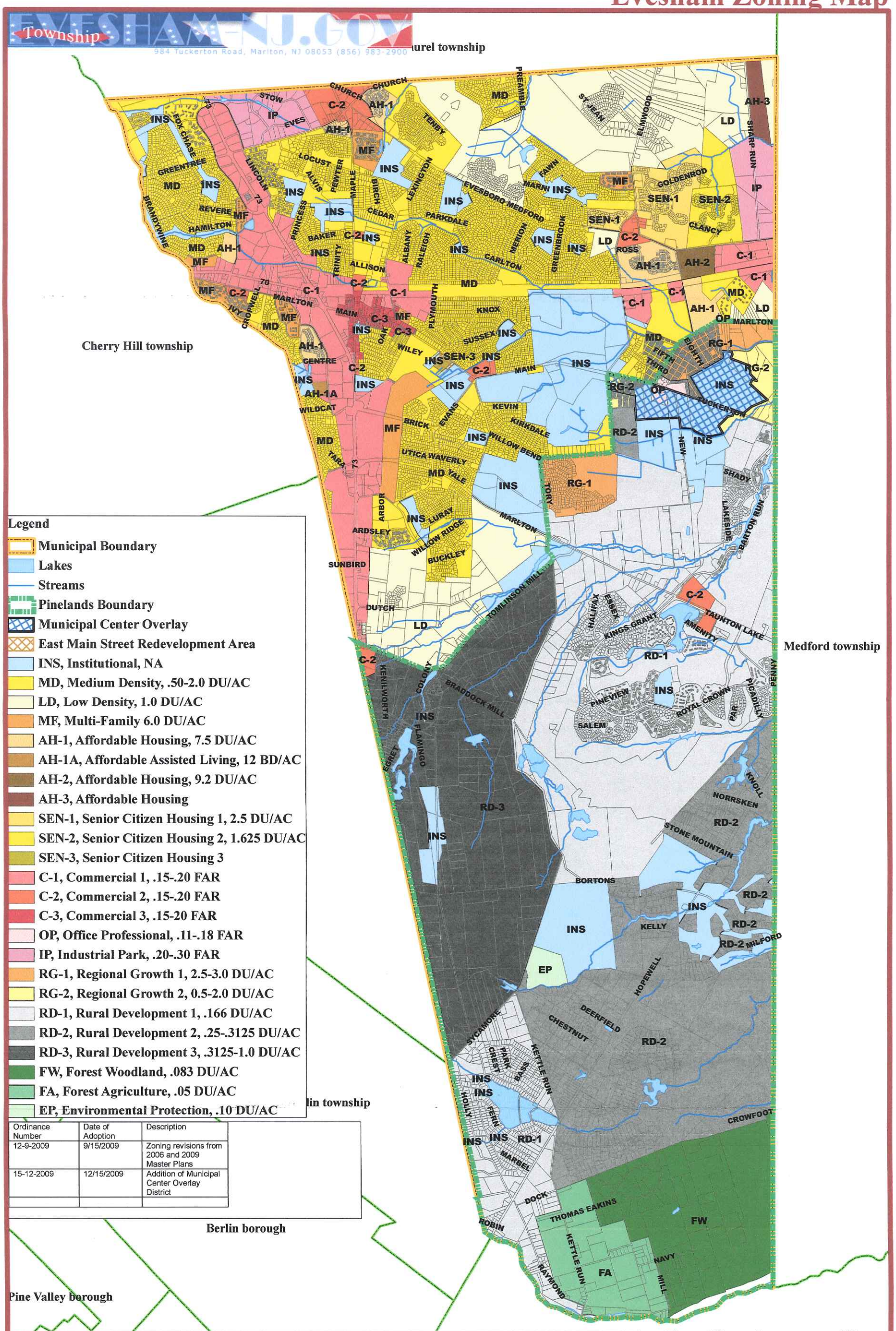
Location Map Sources:	
Parcel Data: Burlington County Planning Department	
Scale: 1"= 3500'	
Date: October 28, 2009	Proj:EVT2009
Prepared By: Leah Furey PP AICP #5851Ryan Conklin PP #6054	

MAP 1

Evesham Zoning Map



Ordinance Number	Date of Adoption	Description
12-9-2009	9/15/2009	Zoning revisions from 2006 and 2009 Master Plans
15-12-2009	12/15/2009	Addition of Municipal Center Overlay District

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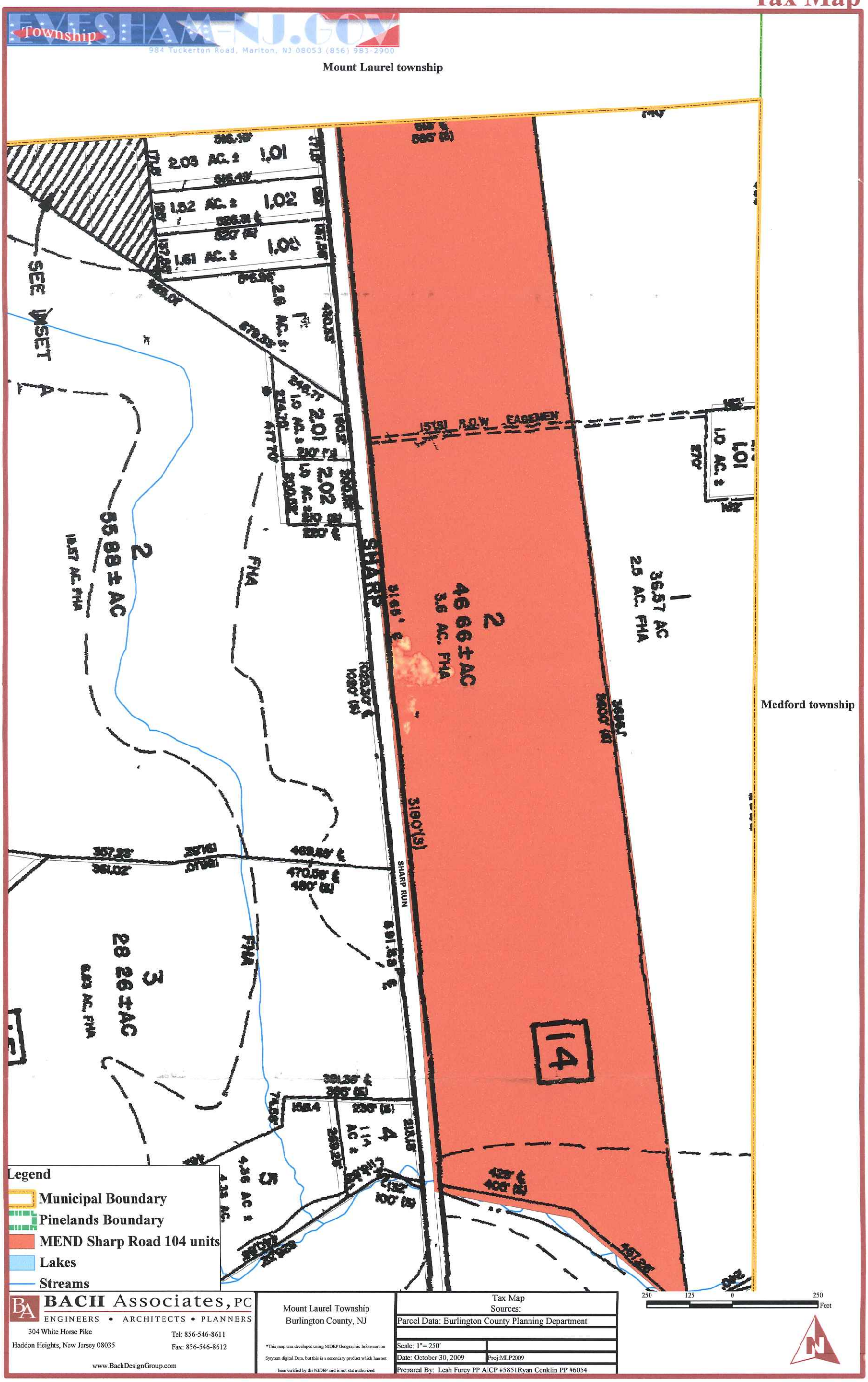
Evesham Township
Burlington County, NJ

*This map was developed using NJDEP Geographic Informantion Sysytem digital Data, but this is a secondary product which has not been verified by the NJDEP and is not stat authorized.

Zoning Map
Sources:
Parcel Data: Burlington County Planning Department
Zoning Data: 2005 Zoning Map prepared by Alaimo Associates
Scale: 1"= 3500'
Date: December 15, 2009 Proj:EVT2009
Prepared By: Leah Furey PP AICP #5851 Ryan Conklin PP #6054

MAP 2

Tax Map



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Mount Laurel Township
Burlington County, NJ

*This map was developed using NJDEP Geographic Information System digital Data, but this is a secondary product which has not been verified by the NJDEP and is not stat authorized.

Tax Map Sources:	
Parcel Data: Burlington County Planning Department	
Scale: 1"= 250'	
Date: October 30, 2009	Proj:MLP2009
Prepared By: Leah Furey PP AICP #5851Ryan Conklin PP #6054	