

Housing Element and Fair Share Plan

Third Round Plan

Township of Moorestown
Burlington County, New Jersey

April 7, 2019

Revised December 5, 2019

Revised December 3, 2020

Clarke Caton Hintz

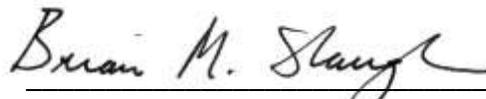


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Planning Board
Township of Moorestown
Burlington County, New Jersey

April 7, 2019
Revised December 5, 2019
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Housing Element and Fair Share Plan

INTRODUCTION

This amended Third Round Housing Element and Fair Share Plan is intended to address the affordable housing obligation mandated by the New Jersey Constitution as expressed in the Fair Housing Act of 1985. The Housing Element is a component of the Township's Master Plan for development and redevelopment, and the Fair Share Plan constitutes the means and documents designed to implement the Housing Element. Together, the two components will be known as the "housing plan."

The New Jersey Supreme Court in its March 10, 2015, decision established a process for individual municipalities to gain approval of their housing plans after determining that the administrative process operated by the New Jersey Council on Affordable Housing (COAH) had broken down and become moribund. The Court's decision led to the Township of Moorestown filing a Declaratory Judgment action on July 8, 2015, in Superior Court.

In this judicial process, the Township appeared before the Hon. Ronald E. Bookbinder, A.J.S.C., in its effort to address its affordable housing obligation. As will be discussed further below, Moorestown Township entered into a settlement agreement with Fair Share Housing Center (FSHC), an interested party in this case, on March 16, 2018. Through a court process called a "fairness hearing" held on August 8, 2018, Judge Bookbinder heard various witnesses and other testimony that demonstrated conclusively that the municipality's affordable housing proposal was fair to the low- and moderate-income citizens of the state. An order approving the settlement agreement was entered on August 28, 2018 (see Appendix B1). This led to actions to both implement the settlement agreement and create a new Housing Element and Fair Share Plan to supersede the 2008 Plan.

On April 4, 2019, the Planning Board adopted a Housing Element and Fair Share Plan reflective of the March 2018 settlement agreement. However, because of ongoing changes to the circumstances underlying the 2018 settlement agreement and the need to address those changes, the municipality entered into an amendment with FSHC, fully executed on June 10, 2019. Because of changed circumstances, the municipality's Realistic Development Potential (RDP) increased to 633 units/credits for the Third Round, necessitating some readjustment of proposed compliance mechanisms.

On June 24, 2019, Judge Bookbinder held a court hearing on the June 2019 revised Settlement Agreement between the Township and FSHC to consider the changes that arose since the March 2018 Agreement. At the hearing, the judge determined that the amendments to the Settlement Agreement remained constitutionally compliant and provide a fair opportunity to help meet the housing needs of the low- and moderate-income population of the region. The judge's decision was reflected in an order dated July 19, 2019, found in Appendix B2.



On September 9, 2019 (fully executed on November 11, 2019), the Township entered into a second amendment to the Settlement Agreement that established what is now called the Harper Drive site as a location for 100% affordable housing. As a result of these amendments to the Settlement Agreement, the Planning Board adopted a revised Housing Element and Fair Share Plan on December 5, 2019, replacing the April 2019 Housing Element and Fair Share Plan.

Since the adoption of the December 2019 housing plan, additional developments have occurred. The main changes from the December 2019 Housing Element and Fair Share Plan to this Plan include:

- A change in the unit plan for, and a general restatement of, the Centerton Road project, moving from 81 age-restricted affordable units to a mix of 60 age-restricted affordable units and 21 special-needs units.
- A change in the unit plan for the Nagle Tract, moving from inclusionary development with a 30% affordable housing set-aside to a mixed-income development, with 50% affordable units, an increase of 31 affordable units.
- A reduction in the number of Oaks Integrated Care credits from 11 to 10.
- A reduction in the number of bonus rental credits for the Lenola School from 13 to 11.
- The addition of one bonus from Stokes Place.
- A rearrangement of proposed rental bonus credits to the Sbar, Land Resource Solutions, and Centerton Road proposed developments from the MRD and Nagle tracts.
- General replacement of drafts with adopted documents in the Fair Share Plan appendices.

Pursuant to the amendments to Settlement Agreement, the Township's Third Round Fair Share Plan is required to address the following affordable housing obligations:

- Present Need / Rehabilitation Share – 19 Units
- Prior Round Obligation (1987-1999) – 606 Units/credits
- Third Round Obligation (1999-2025) – 1,167 Units, adjusted to 633 Units/credits

The original and amended Agreements reflect the fact that Moorestown lacks the land resources to be able to address fully its Third Round Obligation of 1,167 affordable units and credits. Under *N.J.A.C. 5:93-4.2*, the 1,167-unit Third Round new construction obligation is adjusted downward to a 633-unit Realistic Development Potential (RDP) and a 534-unit Unmet Need.

BRIEF HISTORY AND REGIONAL LOCATION

Moorestown Township is located in western Burlington County, New Jersey, about 12 miles from the center of Philadelphia and 80 miles from New York City. The municipality covers about 15 square miles and has an estimated population of 20,615 people as of 2016 (a reduction from 21,090 in the 2010 U.S. Census). Moorestown generally dates its beginning from 1682, when the first European settlers arrived and established farms. Moorestown has historically been a center of population, first as an agrarian community, then as a center of commerce with the arrival of the railroad, as a bedroom community for Camden and Philadelphia, and currently as a suburban town with a historic center containing its own workforce, stores and offices.

Housing affordable to people of modest means has long been a focus of many individuals and groups in the municipality. A growing social consensus in the 1960s led to many new or expanded governmental programs for providing affordable housing. Municipal responses typically took the form of the creation of housing authorities, but these were mainly in large population centers. Affordable housing advocates in Moorestown, however, took a different approach to the issue. Moorestown has a strong set of institutions, including many religious organizations. In 1969, a group of nine churches formed the nonprofit, non-sectarian Moorestown Ecumenical Neighborhood Development, Inc. (MEND). MEND has featured prominently in the Township's affordable housing efforts. Since that time, the Township has become actively involved in additional affordable housing initiatives to address its obligation to provide opportunities for low- and moderate-income households to live in Moorestown.

AFFORDABLE HOUSING JUDICIAL AND LEGISLATIVE BACKGROUND

The affordable housing landscape in New Jersey is complex and continues to evolve in a rapid fashion following the failure of COAH to produce a constitutional set of rules for the "Third Round." This section provides an overview of the laws, decisions and rules that pertain to affordable housing in the state.

Providing affordable housing within each municipality was found to be a constitutional obligation by the New Jersey Supreme Court in its landmark 1975 decision now referred to as "Mount Laurel I." The Court found that developing municipalities have a constitutional obligation to provide a realistic opportunity for the construction of low- and moderate-income housing.¹ In its 1983 "Mount Laurel II" decision, the Supreme Court extended the obligation to all municipalities within any "growth area" as designated in the *State Development Guide Plan* (New Jersey Department of Community Affairs, 1978). Subject to a number of limitations, Mt. Laurel II also gave developers under certain circumstances the opportunity to secure a "builder's

¹ - Southern Burlington NAACP v. Twp. of Mt. Laurel, 67 N.J. 151 (1975)

remedy.”² In a builder’s remedy a developer is granted the right to develop what is typically a multi-family project on land that was not zoned to permit this use, or at a greater density than permitted, where a “substantial” percentage of the units are reserved for low- and moderate-income households.³

In 1985, the Legislature enacted the Fair Housing Act⁴ (FHA) in response to Mount Laurel II. The FHA created COAH as an administrative alternative to municipal compliance in a court proceeding. The Legislature conferred “primary jurisdiction” on the agency and charged COAH with promulgating regulations (i), to establish housing regions; (ii), to estimate low- and moderate-income housing needs; (iii), to set criteria and guidelines for municipalities to determine and address their fair share numbers, and (iv), to create a process for the review and approval of appropriate housing elements and fair share plans. As previously noted, COAH has been declared a moribund agency, which caused the New Jersey Supreme Court to reactivate a judicial process in the review and approval of affordable housing plans. This document is being created for submission to Superior Court in order for Moorestown to receive a Third Round Judgment of Compliance and Repose.

First and Second Round Methods

COAH created the criteria and guidelines for municipalities to determine and address their respective affordable housing obligations, or number of affordable dwellings they were required to ensure could be provided,⁵ and what activities undertaken at the local level would gain credit towards the obligations. Following guidelines established by the U.S. Department of Housing and Urban Development (HUD), COAH defined affordable housing as dwellings that could be occupied by households with incomes 80% or less of the regional median household income – typically from 38% to 41% of the total population. COAH then established a formula for determining municipal affordable housing obligations for the six-year period between 1987 and 1993 (*N.J.A.C. 5:92-1 et seq.*), which became known as the “First Round.” The First Round rules established an existing need where substandard housing was being occupied by low- and moderate-income households (variously known as “present need” or “rehabilitation share”), and future demand to be satisfied typically, but not exclusively, with new construction (“prospective need” or “fair share”).

The First Round formula was superseded by COAH regulations in 1994 (*N.J.A.C. 5:93-1 et seq.*). The 1994 regulations recalculated a portion of the 1987-1993 affordable housing obligations for each municipality and computed the additional municipal affordable housing need from 1993 to 1999 using 1990 U.S. Census data. The

² - Southern Burlington NAACP v. Twp. of Mt. Laurel, 92 N.J. 158 (1983)

³ - The process that the municipality is presently engaged in is not a builder’s remedy challenge but a Declaratory Judgment action. Builder’s remedy challenges are precluded from this process.

⁴ - *N.J.S.A. 52:27D-301*

⁵ - Also called a municipality’s “fair share” of affordable housing.

regulations COAH adopted in 1994 are known as the “Second Round”. Though the FHA did not require that the housing rounds accumulate with time, COAH decided that each municipality’s obligation would extend from the First Round forward into the future, *ad infinitum*. This cumulative new construction component from the two earlier rounds is called either the prior obligation or “Prior Round.” This housing plan will refer to the new construction obligation for the first and second housing cycles as the Prior Round.

Third Round Method

On December 20, 2004, COAH’s first version of the Third Round rules became effective, some five years after the end of the Second Round in 1999 (*N.J.A.C.* 5:94-1 and 5:95-1). The FHA had originally required housing rounds to be for a six-year period, but in 2001, this was amended to extend the time period to 10-year intervals. Therefore, the Third Round should have been from 1999 to 2009. However, because of the delay in promulgating updated rules, the Third Round was extended by five years to 2014 and condensed into an affordable housing delivery period of 10 years from January 1, 2004 through January 1, 2014. In other words, 15 years of obligatory affordable housing activity was to take place in 10 years.

This set of rules changed, however, when on January 25, 2007, the New Jersey Appellate Division invalidated key elements of the 2004 version of the Third Round rules. COAH eventually issued revised rules that became effective on June 2, 2008 (as well as a further rule revision effective on October 20, 2008). The revised rules met the Court’s directive to provide residential development and job projections for the Third Round. The Third Round was expanded again from 2014 to 2018. COAH retained the “growth share” approach that was challenged in its 2004 rules, but revised its ratios to require one affordable housing unit for every four market-rate housing units developed and one affordable housing unit for every 16 jobs created.

Just as various parties challenged COAH’s initial Third Round regulations, parties challenged COAH’s 2008 revised Third Round rules. The Appellate Division issued a decision on October 8, 2010, deciding those challenges (*see* below).

Fair Housing Act Amendments of 2008

On July 17, 2008, Governor Corzine signed P.L. 2008, c. 46, which amended the Fair Housing Act in a number of ways.⁶ Key provisions of the legislation included the following:

- Established a mandatory statewide 2.5% non-residential development fee instead of requiring non-residential developers to provide affordable housing.
- Eliminated regional contribution agreements as a means available to municipalities to transfer up to 50% of their required affordable housing to a “receiving” municipality.
- Added a requirement that 13% of all affordable housing units be restricted to very low income households (30% or less of regional median income).
- Added a requirement that municipalities had to commit to spend development fees within four years of the date of collection after its enactment on July 17, 2008.

Appellate Division’s 2010 Decision

On October 8, 2010, the Appellate Division issued a decision on the legal challenges to the 2008 iteration of COAH regulations.⁷ The Appellate Division affirmed the COAH regulations that assigned rehabilitation and Prior Round numbers to each municipality, but invalidated the regulations by which the agency allocated affordable housing obligations in the Third Round. Specifically, the Appellate Division ruled that COAH could not allocate obligations through a “growth share” formula. The Court directed COAH to use similar methods to those previously used in the First and Second Rounds. Other highlights of the Appellate Division’s decision were the following provisions:

- To be credited, municipally-sponsored or 100% affordable housing sites must show site control, site suitability, and a proposed source of funding.
- COAH’s rules did not provide sufficient incentive for the private construction of inclusionary developments (comprising both market-rate and affordable units). Clearly defined percentages supported by economic data must be provided. The Court noted that a 20% affordable housing set-aside was typical.

⁶ - Also known as the “Roberts Bill,” named after former New Jersey Assembly Speaker Joseph Roberts, who sponsored it.

⁷ - In Re N.J.A.C. 5:96 and 5:97, 416 N.J. Super. 462 (App. Div. 2010).

- The Court invalidated Prior Round rental bonuses for developments that were not built within a reasonable timeframe.
- Bonuses for smart-growth and redevelopment activities were upheld; however, the Court invalidated Third Round compliance bonuses.
- The Court upheld its prior ruling on COAH's formula that did not reallocate present need (existing substandard housing) from urban aid-eligible municipalities to other municipalities in the region. The Court also questioned whether or not urban municipalities should be assigned an allocation for future growth.

Judicial Activity from 2011 to 2014

COAH sought from the New Jersey Supreme Court a stay of the March 8, 2011, deadline the Appellate Division had imposed in its October 2010 decision for the agency to issue new Third Round housing numbers. The Supreme Court granted COAH's application for a stay on January 18, 2011, and on March 31, 2011, the Court granted petitions and cross-petitions to all of the various challenges to the Appellate Division's 2010 decision. However, the Supreme Court did not hear oral argument on the various petitions and cross-petitions until November 14, 2012.

The New Jersey Supreme Court decided on the appeal by the executive branch of the Appellate Division's decision of March 8, 2012, that disallowed the dissolution of COAH under Governor Christie's Reorganization Plan No. 001-2011. The Supreme Court upheld the lower court's ruling, finding that the governor did not have unilateral power to dissolve COAH out of existence. The Court found that such action requires the passage of new legislation.

On September 26, 2013, the New Jersey Supreme Court upheld the Appellate Division decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by New Jersey Council On Affordable Housing, 215 N.J. 578 (2013), and ordered COAH to prepare the necessary rules. Subsequent delays in COAH's rule preparation, along with ensuing litigation, led to the New Jersey Supreme Court, on March 14, 2014, setting forth a schedule for adoption. COAH approved draft Third Round rules on April 30, 2014. Although ordered by the New Jersey Supreme Court to adopt revised new rules on or before October 22, 2014, COAH deadlocked 3-3 at its October 20 meeting and failed to adopt the draft rules. An initial motion to table the rule adoption for 60 days to consider amendments also deadlocked at 3-3 and thus also failed.

March 2015 New Jersey Supreme Court Decision

The failure of COAH to adopt new regulations in November 2014 as ordered by the New Jersey Supreme Court led FSHC, as the lead plaintiff, to file a Motion In Aid of Litigants' Rights to compel the government to produce constitutional affordable housing regulations. The New Jersey Supreme Court heard oral arguments on the motion on January 6, 2015. Two months later, on March 10, 2015, the Supreme Court issued its ruling entitled In Re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015), which is already being called Mt. Laurel IV as a shorthand for its conclusions.

The decision provided a new direction for the means by which New Jersey municipalities are to comply with the constitutional requirement to provide their fair share of affordable housing. The Court transferred responsibility to review and approve housing plans from COAH to designated Mount Laurel trial judges. This has meant that municipalities are no longer able to wait for COAH to adopt constitutional Third Round rules before preparing their own new Third Round housing plans. Municipalities must apply to a Mount Laurel Court, instead of COAH, if they wish to be protected from exclusionary zoning lawsuits. The trial judges, usually with the assistance of an appointed Special Master to the Court – as is the case with Moorestown – have been reviewing municipal plans much in the same manner as COAH did previously. Those municipalities whose plans are approved by the Court will receive a Judgment of Compliance and Repose, the Court-equivalent of COAH's substantive certification. As noted, Moorestown filed its Declaratory Judgment action on July 7, 2015, and seeks this result from the Court.

The New Jersey Supreme Court indicated in its ruling that housing plans are to be drawn up using similar rules as to those in place during the Second Round as well as Third Round housing compliance mechanisms that the justices found constitutional, such as smart-growth and redevelopment bonuses. This housing plan has been drafted in conformance with the Supreme Court's direction.

January 2017 New Jersey Supreme Court Decision

On January 17, 2017, the New Jersey Supreme Court issued its decision In Re Declaratory Judgment Actions Filed by Various Municipalities, County of Ocean, Pursuant to The Supreme Court's Decision in In Re Adoption of N.J.A.C. 5:96, 221 N.J. 1(2015). The Supreme Court found that the "gap period," defined as the period between the end of the Second Round in 1999 and its 2015 Mount Laurel IV decision, generated a new construction affordable housing obligation. The decision requires an expanded definition of the municipal present need obligation beyond its present meaning as the rehabilitation share, to include low- and moderate-income households formed during the gap period that are entitled to their delayed opportunity to seek affordable housing. Present need, or the rehabilitation share, has historically been an

estimate of low- and moderate-income households living in substandard housing at the beginning of an affordable housing round.

Accordingly, the municipal affordable housing obligation is now composed of the following four components: Present Need or Rehabilitation Share, Prior Round (new construction 1987-1999), “gap” present need (new construction 1999 to 2015) and prospective need (new construction in the Third Round from 2015 to 2025).

MOORESTOWN’S AFFORDABLE HOUSING HISTORY

Moorestown has demonstrated a long-standing commitment of voluntary compliance with its affordable housing obligations. The Township has addressed its constitutional affordable housing obligation in response to the FHA and COAH’s First Round, Second Round and Third Round regulations (both adopted iterations from 2004 and 2008) by submitting and obtaining substantive certifications in the First and Second Rounds and by petitioning COAH in both iterations of the adopted Third Round rules of 2004 and 2008. Following is a brief history of the Township’s affordable housing efforts.

Moorestown’s First Round

Shortly after the Mount Laurel II decision was issued in 1983, Moorestown became the defendant in several builder’s-remedy lawsuits. With the establishment of COAH by the Fair Housing Act, the Court transferred the cases to the state agency for mediation. The Moorestown Planning Board and the Township Council endorsed the Township’s Housing Element and Fair Share Plan dated January 5, 1987, and filed it with COAH. The First Round Plan was amended on April 30, 1988, to address COAH staff comments and other issues raised by the plaintiffs in mediation. Moorestown was granted First Round (1987-1993) substantive certification by COAH on August 15, 1988 (see Appendix F).

In the First Round, the Township’s pre-credited allocation consisted of an indigenous need (rehabilitation component) of 11 units, a reallocated present need (a regional share of indigenous need from other municipalities with a surplus of need) of 123 units, and a prospective need (future demand) of 655 units, from which various adjustments were made by COAH to arrive at a pre-credited need of 707 units. Due to some inaccuracies in COAH’s calculations of employment, the agency subsequently revised this number downward to 675 units.

The Township’s First Round Housing Element and Fair Share Plan addressed this obligation with 11 credits for rehabilitated units, 16 credits from existing affordable housing, a commitment to new construction of 100 rental units; planned new construction of 100% affordable housing sites of 505 units, and 43 rental bonus credits.

Moorestown's First Round Plan was amended on February 7, 1991, to add an additional senior rental project of 16 units. Township Council authorized the submission of a petition to COAH on March 25, 1991. COAH approved the petition for substantive certification on June 5, 1991 (see Appendix F).

Moorestown's Second Round

COAH issued adopted new substantive rules on May 10, 1994 (26 *N.J.R.* 2300), codified as *N.J.A.C.* 5:93-1, a year after the start of the Second Round in 1993. The effective date of the new rules was June 6, 1994. The procedural rules were readopted with minor amendments (*N.J.A.C.* 5:91). Because of the delay, COAH adopted a process for granting interim certification that provided protection from builder's-remedy lawsuits (*N.J.A.C.* 5:93-14.1) for nine months following approval. Moorestown sought interim substantive certification and was granted its request by COAH on September 8, 1994 (see Appendix F).

Following a similar process of calculating each municipality's affordable housing obligation, Moorestown was assigned a cumulative obligation of 85 units to be rehabilitated and 621 units of new construction, subsequently reduced to 606 units by COAH to adjust for the same miscalculation that necessitated a reduction in the First Round.

The Moorestown Planning Board adopted a Second Round (1993-1999) Housing Element on February 23, 1995, with the Township Council adopting the Fair Share Plan and authorizing the petition for substantive certification to be filed with COAH on February 27, 1995. The Township filed its petition for substantive Second Round certification with COAH on March 6, 1995. The Township addressed its cumulative 1987-1999 obligation with 16 prior cycle credits, 99 senior rentals, 59 family rentals, 338 family for-sale units on 100% municipally sponsored sites, 126 rental bonus credits, a rehabilitation credit of 28 units at the time of certification, and a program for the rehabilitation of an additional 57 units.

COAH granted conditional substantive certification on April 2, 1997, and final substantive certification on July 9, 1997 (see Appendix F).

In November 1998, the Township sought an amendment to the 1995 Plan to permit the municipality to enter into Regional Contribution Agreements (RCAs) with Mount Holly Township and the City of Beverly for 204 units and 75 units, respectively, in lieu of constructing housing on its three remaining 100%-affordable municipally sponsored sites. COAH approved the amendment on October 6, 1999. (see Appendix F).

A second amendment to the Second Round substantive certification was filed with COAH on July 12, 2001, for credit for an additional five units and a reduction of the

RCA with Mount Holly Township from 204 units to 199 units. The potential for the reduction was addressed in the original contract between the two municipalities. COAH approved the second amendment on October 3, 2001 (see Appendix F). Consequently, Moorestown has completely implemented its prior round Housing Element and Fair Share Plan.

There was a significant delay between mid-1999, when Third Round rules were supposed to be adopted, and their actual adoption in June 2004. Like COAH did when the Second Round rules were delayed, the state agency established a process for municipalities to seek extended Second Round substantive certification while the Third Round rules continued to be developed. However, the process decided on by COAH was overturned by the Appellate Division, which ruled that such extensions had to be the subject of proper public notice to interested parties and a determination that municipalities were implementing their plans in a satisfactory manner.

Moorestown made a motion to COAH on December 8, 2004, seeking the extension under emergency rules issued by the agency on October 31, 2004 (*N.J.A.C. 5:95-15.2*). COAH granted the extension on March 9, 2005, to run until December 20, 2005 (see Appendix F).

Moorestown's Initial Third Round Plan

As noted in Third Round Method, above, the new Third Round rules implemented a “growth share” approach that linked the production of affordable housing with future residential and non-residential development within a municipality. Unlike prior iterations of COAH rules, no affordable housing allocations were given – the municipality was required to determine the level of growth anticipated and provide a realistic opportunity for affordable housing based on certain ratios of residential and non-residential development.

The Planning Board of Moorestown prepared a Third Round plan and adopted it on September 22, 2005. This plan used the rules from *N.J.A.C. 5:94-1 et seq.* to develop it. The Township Council endorsed the Plan and on November 15, 2005, authorized the filing of a petition to COAH for initial Third Round certification (Resolution No. 157-2005) and at the same meeting adopted a Resolution of Intent to Bond (Resolution No. 158-2005) for any shortfall in funds. The Township filed the petition with COAH on November 25, 2005. The Township fully addressed its rehabilitation component of zero units, a prior round recalculated number of 606 units and a growth share (future new construction) of 123 units. One objection to the 2005 Housing Plan was received. The Township's response was satisfactory to COAH and mediation was not undertaken.

The Township did not receive substantive certification of this Third Round plan. In fact, COAH only granted substantive certification to three municipalities of the hundreds of petitions made to the agency.

2008 Third Round Plan

The Moorestown Planning Board prepared a Third Round plan and adopted it on December 29, 2008, based on *N.J.A.C. 5:97-1 et seq.* (the second iteration of the Third Round substantive rules). On December 30, 2008, the Township Council endorsed a new Housing Element and Fair Share Plan and adopted Resolution No. 201-2008 memorializing its action. The resolution also authorized the re-petitioning of COAH for substantive certification. The Township Council at the same meeting adopted a Resolution of Intent to Bond (Resolution No. 202-2008) to address any funding shortfall that might arise in the implementation of the housing plan. The 2008 Housing Element and Fair Share Plan was filed with COAH on December 31, 2008.

This second iteration of the Third Round rules assigned a rehabilitation component of 18 units. Moorestown had completed 28 units of rehabilitation between October 2000 and March 2005. Since Moorestown had completed the number assigned to it, the program was discontinued. Moorestown addressed its Prior Round obligation of 606 units (the number reflecting the employment adjustment) with units and bonuses from a variety of different compliance mechanisms. While COAH's 2008 rules indicated a Prior Round obligation of 621 units, the actual number was 606 units when the employment adjustment from the Prior Round was factored in.

Four objections to Moorestown's 2008 Housing Element and Fair Share Plan were received within the requisite time period. COAH issued a pre-mediation report on September 16, 2009, and scheduled mediation with the objectors. The pre-mediation report also requested additional information from Moorestown. A comprehensive response was made to COAH by Moorestown on December 11, 2009. Though mediation began with the objectors, it was never concluded by COAH. One of the objectors – Toll Brothers, Inc., or one of its affiliates – has been granted intervenor status in the 2015 Declaratory Judgment action.

In response to the four-year time limit for expending affordable housing trust fund monies in P.L. 2008, Ch. 46 (approved on July 17, 2008), commonly called the Roberts Bill, Moorestown submitted an Interim Spending Plan pursuant to *N.J.A.C. 5:97-8.1(d)*. The Interim Spending Plan was a revision to the Spending Plan submitted to COAH on December 31, 2008, as part of the municipality's Fair Share Plan. COAH approved the revised Spending Plan on July 12, 2012.

2015 Declaratory Judgment and Third Round Plan

In response to the Mt. Laurel IV New Jersey Supreme Court decision, the Township filed for a Declaratory Judgment that its affordable housing efforts meet constitutional muster. The Declaratory Judgment action was filed on July 8, 2015, along with a motion for temporary immunity from builder's-remedy lawsuits. Judge Ronald Bookbinder issued an order on October 8, 2015, granting the Township's motion for temporary immunity and giving two intervenors, Toll Brothers, Inc., and MRD Associates, standing in the matter. Furthermore, while FSHC has not filed for intervenor status *per se*, the New Jersey Supreme Court has made them an interested party as lead plaintiff in all such matters throughout the state.

On November 6, 2015, the Township submitted to the Court a draft Third Round Housing Element and Fair Share Plan that laid out scenarios for addressing the 386-unit obligation calculated by COAH in its unadopted 2014 Third Round rules (*N.J.A.C. 5:99*) and the 1,477 units calculated by FSHC's expert, Dr. David Kinsey, PhD, in July 2015 (which the Township presumed would be capped at 1,000 units in accordance with the Second Round rules). The Settlement Agreement with FSHC instead established numbers acceptable to the Court for the Third Round.

AFFORDABILITY REQUIREMENTS

Affordable housing is defined under New Jersey's Fair Housing Act as a dwelling, either for sale or rent, that is within the financial means of households of low or moderate income as income is measured within each housing region. Moorestown is in COAH's Region 5, which includes Burlington, Camden and Gloucester counties. Moderate-income households are those earning between 50% and 80% of the regional median income. Low-income households are those with annual incomes that are between 30% and 50% of the regional median income. As noted above, in 2008 the New Jersey Legislature created a sub-category of low income – very low income – which it defined as households earning 30% or less of the regional median income.

The Uniform Housing Affordability Controls (UHAC) at *N.J.A.C. 5:80-26.3(d)* and (e), set out income limits, maximum rents and maximum sales prices for dwellings to be considered affordable to households. For example, the maximum rent must be affordable to households that earn no more than 60% of the median income for the region and the average rent must be affordable to households earning no more than 52% of the median income. The maximum sale prices for affordable units must be affordable to households that earn no more than 70% of the median income and the average sale price must be affordable to a household that earns no more than 55% of the median income.

The regional median income has historically been defined by COAH on an annual basis, using HUD income limits. In the spring of each year HUD releases updated

regional income limits, which COAH has historically allocated to its regions.⁸ It is from these income limits that the maximum and average rents and sale prices for affordable units have been derived. COAH last published regional income limits in 2014. In May 2017, the Affordable Housing Professionals of New Jersey first released income limits for 2017, which were approved by several Superior Court Judges overseeing municipal Declaratory Judgment matters. In April 2020, the Affordable Housing Professionals of New Jersey released income limits for 2020, which are partially shown for Housing Region 5 in Table 1, below. The Township requests that the Court approve of the use of these 2020 income limits and a process for the future annual updating of income limits as part of a consent order between the Township and FSHC or simply as part of the Court’s granting of a Third Round Judgment of Compliance and Repose for this revised housing plan. The sample rents and sale prices shown in Tables 2 and 3, below, are gross figures and do not account for the specified utility allowance.

Table 1. Sample 2019 Income Limits for Region 5

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
Moderate	\$50,456	\$57,664	\$64,872	\$72,080	\$77,846
Low	\$31,535	\$36,040	\$40,545	\$45,050	\$48,654
Very Low	\$18,921	\$21,624	\$24,327	\$27,030	\$29,192

Source: AHPNJ, 2019 Affordable Housing Regional Income Limits by Household Size; April 2019

Table 2. Illustrative 2019 Rent Prices for Region 5

Household Income Levels (% of Median Income)	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate (60% of Median)	\$1,014	\$1,216	\$1,406
Low (50% of Median)	\$845	\$1,014	\$1,171
Very Low (30% of Median)	\$507	\$608	\$703

Source: Calculations based on AHPNJ 2019 Family Rental Calculator

Table 3. Illustrative 2019 Affordable Sales Prices for Region 5

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (70% of Median)	\$136,354	\$168,590	\$198,676
Low (50% of Median)	\$90,303	\$113,328	\$134,819
Very Low (30% of Median)	\$44,251	\$58,067	\$70,961

Source: Calculations based on AHPNJ 2019 Family Sales Calculator

⁸ - Future Annual Income Limits may be published by the Courts or another entity with relevant jurisdiction.

HOUSING ELEMENT AND FAIR SHARE REQUIREMENTS

In accordance with the Municipal Land Use Law (*N.J.S.A. 40:55D-1, et seq.*), a municipal Master Plan must include a housing plan element as the foundation for the municipal zoning ordinance (see *N.J.S.A. 40:55D-28.b(3)*). Pursuant to the Fair Housing Act (*N.J.S.A. 52:27D-301 et seq.*), a municipality's housing element must be designed to provide access to affordable housing to meet present and prospective housing needs, with particular attention to low- and moderate-income housing. Specifically, *N.J.S.A. 52:27D-310* requires that the housing plan element contain at least the following:

- An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;
- A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next 10 years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development, and probable residential development trends;
- An analysis of the municipality's demographic characteristics, including, but not necessarily limited to, household size, income level, and age;
- An analysis of the existing and probable future employment characteristics of the municipality;
- A determination of the municipality's present and prospective fair share of low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share of low- and moderate-income housing; and
- A consideration of the lands most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing.

HOUSING CONDITIONS

Moorestown's housing stock consists predominantly of single-family detached units (78.6%). Other consolidated categories include 8.2% of the housing stock that consists of townhouse or duplexes and 13.2% that are apartments. The Township's rental units comprise approximately 13.9% of all units, a lower percentage than the state (32.0%) or county (21.9%). The Township has a similar percentage of renter-occupied single family detached, single family attached (townhouses) and two-family houses (twins and duplexes) as the state (35.8% to 37.4%, respectively) and lower than the county (44.9%).

Table 4. Housing Units in Structure and Tenure of Occupant, 2016

Number of Units	Owner Occupied	Percent of Total	Renter Occupied	Percent of Total	Vacant	Total
1, Detached	5,573	72.3%	203	2.6%	280	6,056
1, Attached	346	4.5%	98	1.3%	66	510
2	0	0.0%	82	1.1%	43	125
3 or 4	13	0.2%	96	1.2%	25	134
5 to 9	13	0.2%	138	1.8%	24	175
10 or more	104	1.3%	454	5.9%	151	709
Other	0	0.0%	0	0.0%	-	0
Total	6,049	78.4%	1,071	13.9%	589	7,709

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

Approximately 45.1% of Moorestown’s current housing stock was constructed prior to 1960, which can be an indicator of substandard housing, but is not in this instance. Moorestown’s housing stock is old when compared to county figures but is similar to the state percentage (not shown).

Table 5. Housing Units by Age, 2016

Year Built	Number	Percent	Owner	Renter	Vacant
1939 or earlier	1,553	20.1%	1,192	235	126
1940 to 1959	1,932	25.0%	1,482	290	160
1960 to 1979	1,492	19.3%	1,192	230	70
1980 to 1999	1,993	25.9%	1,536	262	195
2000 to 2009	715	9.3%	629	53	33
2010 to 2013	9	0.1%	6	1	2
2014 or later	15	0.2%	12	0	3
Total	7,709	100%	6,049	1,071	589

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

In Moorestown, 78.3% of all housing units have 6 or more rooms and the largest category, 9+ rooms, makes up approximately 40.1% of all dwellings. When compared to both Burlington County and the state, Table 6. Number of Rooms per Housing Unit, 2016, illustrates that house sizes measured by the number of rooms in Moorestown exceed both the state and county median number of rooms (5.7 rooms and 6.5 rooms, respectively).

Table 6. Number of Rooms per Housing Unit, 2016

Rooms	Number of Units	Percent of Total
1	103	1.3%
2	114	1.5%
3	196	2.5%
4	678	8.8%
5	576	7.5%
6	786	10.2%
7	949	12.3%
8	1,212	15.7%
9+	3,095	40.1%
Total	7,709	100%
Median	7.9 Rooms	

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

In Moorestown, houses typically contain three or four bedrooms, with 60.7% of all units having one or the other count. The breakdown of housing units by number of bedrooms is consistent with that of the state but inconsistent with Burlington County, which has a higher percentage of units with a larger number of bedrooms. This appears to indicate that houses in Moorestown are trending similarly to the state but that both Moorestown and New Jersey are trending smaller than the average throughout the county.

Table 7. Number of Bedrooms per Housing Unit, 2016

Bedrooms	Number of Units	Percent of Total
Efficiency	132	1.7%
1	490	6.4%
2	1,224	15.9%
3	1,877	24.3%
4	2,803	36.4%
5+	1,183	15.3%
Total	7,709	100%

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

Table 8. Value of Owner-Occupied Housing Units, 2000 and 2016

Housing Unit Value	2000	Percent	2016	Percent
Less than \$50,000	34	0.6%	49	0.8%
\$50,000 to \$99,999	69	1.2%	10	0.2%

Housing Unit Value	2000	Percent	2016	Percent
\$100,000 to \$149,999	75	1.3%	117	1.9%
\$150,000 to \$199,999	387	6.7%	231	3.8%
\$200,000 to \$299,999	802	13.9%	854	14.1%
\$300,000 to \$499,999	1,645	28.5%	1,825	30.2%
\$500,000 to \$999,999	2,336	40.5%	25,19	41.6%
\$1,000,000 or more	426	7.4%	444	7.3%
Total Dwellings	5,774		6,049	
Median (dollars)	\$484,000		\$491,000	

Sources: U.S. Census Bureau, 2000-2010 and 2012-2016 American Community Survey 5-Year Estimates.
Adjusted for inflation

Between 2000 and 2016, housing values have risen substantially. In 2016, 79.1% of all housing units were valued over \$300,000; overall the median home value between 2000 and 2016 grew from \$484,000 to \$491,000 in inflation adjusted dollars, a percent change of 1.4%.

Based on COAH's 2019 Illustrative Sales numbers (see Table 3), approximately 1.0% (59) of 2016 housing units may be affordable to very low-income households (depending on the number of rooms in the unit). Meanwhile, 1.9% (117) of units may be affordable to low-income households, and an additional 231 units (3.8%) may be affordable to moderate-income households (excluding those units affordable to low- and very low-income households).

The median rent in Moorestown in 2018 was \$1,124, compared to \$1,219 across Burlington County. Approximately 54.7% of rental units in Moorestown rent for between \$1,000 and \$1,999, with 28% of rents in the \$1,500 or higher level. Based on COAH's 2018 Illustrative Rents (see Table 2), 47 units, or 4.6%, may be affordable to very low-income renters, depending on the number of bedrooms being rented; 343 units (33.9% of rental units) may be affordable to low-income renters; and 340 units (33.6% of rental units) may be affordable to moderate-income households, exclusive of those units affordable to lower-income groups.

Table 9. Rent in Moorestown Township and Burlington County, 2016

Gross Rent per Month	Units in Moorestown	% of Total	Units in Burlington County	% of Total
Less than \$500	47	4.6%	1,408	3.8%
\$500 to \$999	343	33.9%	9,546	25.7%
\$1,000 to \$1,499	340	33.6%	14,763	39.7%
\$1,500 to \$1,999	214	21.1%	7,446	20.0%

Gross Rent per Month	Units in Moorestown	% of Total	Units in Burlington County	% of Total
\$2,000 to \$2,499	19	1.9%	3,337	9.0%
\$2,500 to \$2,999	30	3.0%	422	1.1%
\$3,000 or more	20	2.0%	234	0.6%
No rent paid	58	-	1,801	-
Total	1,013	100.0%	37,156	100.0%
Median Rent	\$1,124		\$1,219	

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

Housing is generally considered to be affordable if the costs of rents, mortgages, and other essential items consume 28% or less of an owner-occupied household's income or 30% or less of a renter household's income. The homeowner rate is lower to account for the additional home maintenance costs associated with ownership. In Moorestown, 30.7% of all households in occupied units are spending more than 30% of their incomes on housing. For the renter population, housing is less affordable; 44.5% of renting households are spending more than 30% of their incomes.

Table 10: Housing Affordability, Occupied Units, 2016

Monthly Housing Costs as Percent of Income	Owner-Occupied	% of Total	Renter	% of Total	All Occupied	% of Total
Less than 20%	2,936	41.2%	295	4.1%	3,225	45.3%
20% to 29%	1,362	19.1%	241	3.4%	1,602	22.5%
30% or More	1,701	23.9%	477	6.7%	2,186	30.7%
Zero or Negative Income	50	0.7%	0	0.0%	50	0.7%
No Cash Rent	-	-	58	0.8%	57	0.8%
Total	6,049	85.0%	1,071	15.0%	7,120	100.0%

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

The 2010 census found that there were 39 housing units in Moorestown that were overcrowded (more than 1 person per room) but only six of them were in structures that were built before 1950. There were 52 units that had incomplete kitchen facilities and 3,434 units that were 50+ years old. Historically, the conditions mentioned in this paragraph have been indicators of housing deficiency, which are used to determine the number of units requiring rehabilitation.

Table 11: Indicators of Housing Deficiency, 2010

Indicator	50+ Years Old	Incomplete Plumbing	Incomplete Kitchen	Crowded or Overcrowded and Built pre-1950
Number of Units	3,434	36	52	6

Sources: Table B25050 Tenure By Plumbing Facilities by Occupants per Room by Year Structure Built, ACS 2007-2011; Table B25051: Kitchen Facilities for All Housing Units, ACS 2007-2011; Table B25034 Year Structure Built, ACS 2007-2011. This data was not available for the American Community Survey's 3-Year data set.

POPULATION CHARACTERISTICS

In 1940, Moorestown had the second highest population in the county, behind Burlington City. Since that time, rural townships have grown into suburbs like Moorestown, but at a faster pace and with much greater land resources to draw upon. Evesham and Mount Laurel Townships now have the first and second largest populations in the county, respectively, while Moorestown ranks seventh. Moorestown exhibited some of the post-World War II suburban growth but in the 1970s population growth leveled off and in the 1980s the population grew at a rate of only 3.3%. This has been attributed to a lack of sanitary sewer capacity, which was only resolved in the early 1990s. The 1990s, with growth of 18%, demonstrates that there was a certain level of pent-up demand from the 1970s and 1980s. Furthermore, the middle of that decade saw the emergence of New Jersey from the 1989-1993 recession. Growth moderated in the 2000s, and during that time construction was concentrated in the first part of the decade as a spillover from subdivision approvals granted but not built in the 1980s and early 1990s.

Table 12. Population Change, Moorestown and Burlington County, 1950 to 2018

Year	Moorestown	Change Since Last Census (%)	Burlington County	Change Since Last Census (%)
1950	9,123	-	135,910	-
1960	12,497	37.0%	224,499	65.2%
1970	15,577	24.6%	323,132	43.9%
1980	15,596	0.1%	365,542	13.1%
1990	16,116	3.3%	396,006	8.3%
2000	19,017	18.0%	423,394	6.9%
2010	20,726	9.0%	448,734	6.0%
2018	20,335	-1.8%	445,384	-0.7%

Sources: U.S. Decennial Censuses 1940-2010; NJ Dept. of Labor and Workforce Development, July 1, 2018 municipal/county estimates.

Table 13, Age of Population, 2000 and 2016, divides the Township’s population into age cohorts. Age cohorts are a means of tracking population peaks and troughs as the



individuals in a group age together. For example, in 2000, the baby boomers were 36 to 54 years old and in 2016 were 52 to 70 years old. The under 5-years of age cohort had the largest drop in proportion of population (-42.0%), and the 35-44 years old cohort had the second largest drop, as Generation X replaced the baby boomers. But perhaps more interestingly, the largest change from 2000 to 2016 is the near doubling of the proportion of the population aged 20 to 24. This is an anomaly and reflects the lack of jobs during the Great Recession, during which time young adults resided with parents rather than forming new households elsewhere. The large increase in proportion of the population aged 15 to 19 years old is reflective of the tail end of the “baby boom echo” that started in the late 1980s and is perhaps also attributable to the delay, also caused by the recession, in young adults leaving home for college.

Table 13 indicates that the town’s residents are aging rapidly, with the median age increasing from 40.9 years to 44.7 years between 2000 and 2016. Moorestown’s median age is substantially higher than the state median of 39.5 years.

Table 13. Age of Population, 2000 and 2016

Age in Years	Number in 2000	Percent of Total	Number in 2016	Percent of Total	Cohort Change 2000-2016
Under 5	1,218	6.4%	707	3.4%	-42.0%
5-9	1,569	8.3%	1,357	6.6%	-13.5%
10-14	1,600	8.4%	2,006	9.7%	25.3%
15-19	1,160	6.1%	1,681	8.2%	44.9%
20-24	517	2.7%	770	3.7%	48.9%
25-34	1,613	8.5%	1,516	7.4%	-6.0%
35-44	3,221	16.9%	2,421	11.7%	-24.8%
45-54	3,021	15.9%	3,352	16.3%	-11.0%
55-59	1,139	6.0%	1,787	8.7%	56.9%
60-64	839	4.4%	1,328	6.4%	58.3%
65-74	1,403	7.4%	1,502	7.3%	7.1%
75-84	1,160	6.1%	1,601	7.8%	38.0%
85+	557	2.9%	587	2.8%	5.4%
Total	19,017	100.0%	20,615	100.0%	8.4%
Median Age	40.9		44.7		

Source: Census 2000 Summary File 1; U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

HOUSEHOLD CHARACTERISTICS

A household is defined by the U.S. Census Bureau as those people who occupy a single room or group of rooms constituting a housing unit; however, these people may or may not be related. By comparison, a family is identified as a group of people including

a householder and one or more persons related by blood, marriage or adoption, all living in the same household. In 2016, there were an estimated 7,120 households in Moorestown with an average of 2.8 people per household. Of the total households, 77.8% were families (5,539 family units). While 85.7% of all families were headed by married couples, 9.8% of family households were female-headed and 4.6% of family households were male headed. Additionally, 87.3% of the 1,581 non-family households consisted of people living alone.

Table 14. Household Composition, 2016

Household Type	Number of Households	Percent
<i>Family households</i>	5,539	77.8%
Married-couple family	4,749	66.7%
With Children	2,016	28.3%
With No Children	3,253	45.7%
Male householder, no spouse present	256	3.6%
Female householder, no spouse present	541	7.6%
<i>Nonfamily households</i>	1,581	22.2%
Householder living alone	1,381	19.4%
Total Households	7,120	100.0%

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

INCOME CHARACTERISTICS

In 2016, the median household income in Moorestown was \$126,218, approximately \$46,000 above the county median. In looking at the income distributions of the Township and county, 43.0% of Moorestown households earn \$150,000 or more while the comparable percentage countywide is 23.7%. On the opposite side of the income spectrum, only 21.7% of Moorestown households earn less than \$50,000, while the same is true for 23.2% of county residents. While the county has family and individual poverty rates of 4.5% and 6.5% respectively, Moorestown has poverty rates of 2.2% and 3.7%.

Table 15. Household Income, 2016

Household Income	Households	Percent
Less than \$5,000	84	1.2%
\$5,000-\$9,999	85	1.2%
\$10,000-\$14,999	92	1.3%
\$15,000-\$19,999	113	1.6%
\$20,000-\$24,999	199	2.8%

Household Income	Households	Percent
\$25,000-\$34,999	377	5.3%
\$35,000-\$49,999	590	8.3%
\$50,000-\$74,999	669	9.4%
\$75,000-\$99,999	669	9.4%
\$100,000-\$149,999	1,181	16.6%
\$150,000 +	3,061	43.0%
Total	7,120	100.0%
Median Income	\$126,218	

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

Table 16. Individual and Family Poverty Rates, 2016

Location	Families	Individuals
Moorestown	2.2%	3.7%
Burlington County	4.5%	6.5%

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

EMPLOYMENT CHARACTERISTICS

For Township residents who are employed, more of them – 30.8% – work in the Educational Services, and Health Care and Social Assistance sector than in any other. The next largest sectors are Professional, Scientific, and Management, and Administrative and Waste Management Services (12.6%), Manufacturing (11.2%), and Transportation and Warehousing, and Utilities, which also employed 11.2%. Table 17, Employed Residents by Industry Sector, 2016, provides the numerical breakdown.

Table 17. Employed Residents by Industry Sector, 2016

Industry	Number	Percent
Agriculture, forestry, fishing and hunting, and mining	0	0.0%
Construction	419	4.2%
Manufacturing	1,124	11.2%
Wholesale trade	389	3.9%
Retail trade	1,122	11.2%
Transportation and warehousing, and utilities	289	2.9%
Information	254	2.5%
Finance and insurance, and real estate and rental and leasing	752	7.5%
Professional, scientific, and management, and administrative and waste management services	1,268	12.6%

Industry	Number	Percent
Educational services, and health care and social assistance	3,098	30.8%
Arts, entertainment, and recreation, and accommodation and food services	626	6.2%
Other services, except public administration	377	3.7%
Public administration	339	3.4%
Civilian employed population 16 years and over	10,057	100.0%

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

While Moorestown’s workforce is spread across a number of industries, more than half (62.9%) of employed residents’ occupations are classified by the U.S. Census Bureau as Management, Business, Science, and Arts. Natural Resources, Construction, and Maintenance was the smallest occupation classification, accounting for only 3.2% of employed residents.

Table 18. Employed Residents by Occupation, 2016

Occupation	Number	Percent
Management, Business, Science, and Arts	6,328	62.9%
Service	922	9.2%
Sales and Office	2,110	21.0%
Natural Resources, Construction, Maintenance	319	3.2%
Production, Transportation, Material Moving	378	3.8%
Total	10,057	100.0%

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

The number of employed residents has gradually increased coming out of the recession. However, the rate of unemployment has fluctuated over recent years from 5.8% in 2010 up to 7.5% in 2013, and then back to 5.3% in 2016. The comparable rate for the state in 2010 was 7.8% and in 2016 was 7.9%. According to the New Jersey Department of Labor and Workforce Development, as of May 2019, the statewide unemployment rate was 3.7% and Burlington County 2.7%.

Table 19. Change in Employment, Moorestown Residents, from 2010-2016

Year	Labor Force	Employed Residents	Unemployed Residents	Unemployment Rate
2010	10,038	9,452	586	5.8%
2011	10,406	9,819	587	5.6%
2012	10,588	9,915	673	6.3%
2013	10,786	9,974	812	7.5%

2014	10,810	10,080	730	6.8%
2015	10,724	10,139	585	5.5%
2016	10,618	10,057	561	5.3%

Source: U.S. Census Bureau, American Community Survey 5-Year Estimates

The New Jersey Department of Labor tracks covered employment throughout the state, meaning that the job is subject to the costs and benefits of unemployment pay and workmen’s disability. Covered employment is defined differently from state to state. In New Jersey, covered employment does not include the self-employed, unpaid family workers, sales workers on commission, most part-time or temporary employees, certain agricultural and in-home domestic workers and some types of agents (there are 15 exclusions in all). Despite this, covered employment includes the large majority of employed persons in the state. In contrast to Table 19, which is the estimated number of residents of Moorestown that are employed anywhere, Table 20 is the estimated number of people who work in Moorestown covered by unemployment insurance (about 95% of employed persons, in general), regardless of where they live. As Table 20, Estimated Average Annual Covered Employment, 1st Q, 2019 demonstrates, Moorestown’s share of county employment is 11.1% compared to Moorestown’s share of county population, which is just 4.6%. This makes Moorestown a regional employment center.

Table 20. Estimated Average Annual Covered Employment, 1st Q, 2019

Year	Moorestown	Burlington County
2019	22,141	198,767

Source: New Jersey Department of Labor, Division of Planning and Research, Office of Demographic and Economic Analysis, NJ Covered Employment Trends. Moorestown extrapolated from Burlington County.

As illustrated in Table 21, Journey to Work, about 81.7% of Moorestown’s employed residents drive alone to work. This percentage is only slightly less than the county as a whole. The next highest category, Carpool, is not large enough to have implications for traffic congestion. Moorestown’s carpool rate matches that of the county and is less than a percentage point below the state’s rate. However, a much smaller percentage of residents in Moorestown and the county (3.7% and 3.5% respectively) take public transportation compared to the state (11.2%). Burlington County, and Moorestown residents in particular, have limited access to transit. Furthermore, the relative affluence of Moorestown residents also means that private vehicle ownership and use do not represent a significant burden on household budgets.

Table 21. Journey to Work, 2016

Transportation Mode	Moorestown Township	Burlington County	New Jersey
Drive Alone	8,119	184,036	3,035,507
Carpool	734	16,196	342,456
Transit	368	7,682	474,568
Walk	109	2,813	127,655
Other	109	2,094	78,347
Work at Home	498	8,101	175,059

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

In Moorestown, 74.4% of households have two or more vehicles, while only 3.8% of households have none. Moorestown residents also have, on average, more vehicles per household than in the state or county. See Table 22, Available Vehicles by Household.

Table 22. Available Vehicles by Household, 2016

Vehicles per Household	Number	Percent
None	271	3.8%
One	1,552	21.8%
Two	3,189	44.8%
Three +	2,108	29.6%

Source: U.S. Census Bureau, 2012-2016 American Community Survey 5-Year Estimates

The most common commuting destination of employed residents is Philadelphia. As shown in Table 23, Top Ten Commuting Destinations for Moorestown Residents, with the exception of Philadelphia and New York City, all other commuting locations are within New Jersey.

Table 23. Top Ten Commuting Destinations for Moorestown Residents, 2015

Destination	Number of Workers	Percent of Workers
Philadelphia City	1,297	13.9%
Moorestown-Lenola CDP	740	7.9%
Camden City	252	2.7%
Ramblewood CDP (Mount Laurel)	193	2.1%
Marlton CDP (Evesham)	176	1.9%

Destination	Number of Workers	Percent of Workers
Greentree CDP (Evesham)	135	1.4%
Golden Triangle CDP (Mount Laurel)	126	1.4%
Cherry Hill Mall CDP	116	1.2%
New York City	108	1.2%
Echelon CDP (Voorhees)	102	1.1%

Source: U.S. Census Bureau, Center for Economic Studies, On The Map Application, 2015 Work Destination Analysis, <http://onthemap.ces.census.gov>

POPULATION PROJECTIONS

The Delaware Valley Regional Planning Commission (DVRPC), the metropolitan planning organization (MPO) whose jurisdiction includes Moorestown Township as well as the remainder of Burlington County, published population and employment projections for the year 2040 (including all employed persons regardless of unemployment insurance). DVRPC projects that the Township’s population and employment will increase by 10.6% and 10.3%, respectively, from 2010 to 2040. As Table 24, Population and Employment Projections, 2010 to 2040, indicates that both employment and population growth in Moorestown will lag behind that of the county as a whole.

Table 24. Population and Employment Estimates and Projections, 2010 to 2040

POPULATION					
Moorestown Population 2010	Township 2040	Percent Change 2010-2040	Burlington County 2010	Burlington County 2040	Percent Change 2010-2040
20,726	22,919	10.6%	448,734	494,732	10.3%
EMPLOYMENT					
Moorestown Employment 2010	Township 2040	Percent Change 2010-2040	Burlington County 2010	County 2040	Percent Change 2010-2040
28,004	30,967	10.6%	217,229	239,414	10.2%

Sources: Delaware Valley Regional Planning Commission (DVRPC), Regional, County and Municipal Population Forecasts, 2010-2040 and Regional, County and Municipal Employments Forecasts, 2010-2040

This projected population growth is feasible based on the Township’s existing land use patterns, existing zoning and the effects of this plan. The affordable housing mechanisms in this plan will provide a major impetus towards reaching this higher population. Employment could increase if the labor force participation rate would



increase significantly, but we note that the Moorestown employment number estimated in 2010 by DVRPC likely overstates the number of jobs in Moorestown based on what is known about the level of covered employment (see Table 20).

The Fair Housing Act requires that housing plans include a 10-year projection of new housing units based on the number of building permits, approved development applications, and probable developments, as well as other indicators deemed appropriate (*N.J.S.A. 52:27D-310.b*). In this case, certificates of occupancy issuance are a better gauge of actual development than building permits. Moorestown has had a high rate of demolitions, most of which are assumed to be “tear-downs” where smaller houses on desirable lots are removed and larger houses built in their place. Consequently, Table 25 shows both certificates of occupancy and demolitions, and the resulting net new dwellings.

Table 25. Residential C.O.’s and Demolition Permits Issued, 2008-2018

Year	Certificates of Occupancy	Demolitions	Net New Dwellings
2008	14	3	11
2009	8	2	6
2010	8	9	-1
2011	11	4	7
2012	12	1	11
2013	14	2	12
2014	29	3	26
2015	51	3	48
2016	50	4	46
2017	42	4	38
2018	79	0	79
Total	318	35	283
Annual Average	28.9	3.2	25.7

Source: Moorestown Construction Code Official, Yearly Reports.

The figures in Table 25 show that the rate of issuance of certificates of occupancy is highly variable. The trend line has been clear, however; the rate of growth has increased since the Great Recession. The housing units constructed are mainly due to the development of land subdivided in the 2000’s that was not built on until after the nadir of the recession occurred. The number of buildable lots is limited so that this trend is not expect to be continued. However, it is expected that with the affordable housing developments containing both market-rate and affordable units, there will be greater

resurgence in the number of building permits and certificates of occupancy but for multi-family, rather than single family detached housing, over the next ten years.

CONSIDERATION OF LAND FOR AFFORDABLE HOUSING

N.J.A.C. 5:93-5.1(b)6 requires the Housing Plan to include a discussion of the lands that the Township considered for creating affordable housing. The Township's position is that it does not have enough land that is available, suitable, developable, and approvable for the creation of the 1,167 affordable housing units forming the Third Round obligation established in the Settlement Agreement with FSHC. The Township performed an analysis of its vacant and developable land (known as a "vacant land analysis") based on the procedures set forth at *N.J.A.C. 5:93-4.2* in order to determine its RDP (See Appendix A1 - Exhibit C). Out of 234 vacant and developable sites that the Township analyzed, just 165 sites met the criteria, to generate an RDP of 633 units. Eight of the 165 sites are included in this Plan as either 100% affordable or inclusionary sites to address the Third Round RDP. These include sites for development proposed by intervenors in the Township's Declaratory Judgment action.

In addition to considering vacant land for the creation of affordable housing, the Township identified three sites currently occupied by commercial uses that could realistically be redeveloped with mixed-use inclusionary projects to satisfy the Unmet Need. These three sites are the Moorestown Mall (Block 3000, Lots 2, 3, 3.01, 3.02, and 5), the Kmart Plaza (Block 172, Lot 9), and the Lenola Shopping Center (Block 1200, Lots 5 and 6).

SEWER CAPACITY

Affordable housing sites must be located within the sanitary sewer service area. Both inclusionary development and 100% affordable development require sewage treatment. The Township has a single sewage treatment plant located on the southwestern end of the municipality adjacent to the North Branch of the Pennsauken Creek. The plant has been upgraded on an ongoing basis since the two-decade long moratorium was lifted in the early 1990s, to address both water quality and capacity. Approximately 25% of Moorestown's land area is located in an on-site disposal district which is not suitable for affordable housing. None of the proposed affordable housing sites are located in the on-site disposal area. For individual sites, interceptors will need to be run for some distance to connect to existing sewage conveyance facilities, but this condition is not unusual and does not constitute an extraordinary measure that the developers of the inclusionary or 100%-affordable developments might face. Additional discussion on this issue is found under Vacant Land Adjustment, below.

WATER CAPACITY

In September 2013, the New Jersey Department of Environmental Protection (NJDEP) issued Moorestown a letter prohibiting further water main extensions or connections because of a firm capacity deficit in the Township's water system created by the closure of two water wells several years previously. These two wells, both located at the North Church Street Water Treatment Plant, were closed amid concerns about very low levels of an unregulated chemical detected during routine testing. Other water treatment plants in the Township were also offline or affected. As a result, Moorestown was required by NJDEP to purchase substantially more water from the New Jersey American Water (NJAW), which had constructed a new water treatment plant in Delran to serve growing water needs in the tri-county area. Following meetings with NJDEP, the Township entered into a Memorandum of Agreement (MOA) with NJDEP in April 2015. Under the MOA, the Township agreed to a plan and schedule for improvements that include completion of upgrades to its water treatment facilities, ongoing system improvements, and re-adoption of an ordinance restricting outdoor water use, which can be implemented upon a declaration by Moorestown of a water emergency. These water treatment upgrades also include addressing the unregulated chemical.

In December 2015, to plan for the improvements - totaling in excess of \$33 million - the Township Engineer drafted a Water Supply Asset Management Plan for the Township's Public Works Department. Based on the Water Supply Asset Management Plan, Moorestown and the NJDEP agreed on July 1, 2016, to terminate the MOA with a superseding Administrative Consent Order (ACO). As part of the ACO, a second treatment plant was placed online in February 2017 following approval by NJDEP of additional temporary treatment of the groundwater supply at the Kings Highway facility. The ACO was amended in September 2018 when Moorestown agreed to commence construction by January 1, 2019, of plant upgrades at its North Church Street and Hartford Road treatment plants. These upgrades were completed by January 1, 2020. These improvements, along with the now-upgraded Kings Highway plant, which came online in April 2018, will correct the firm capacity deficit in the water supply identified by NJDEP and ensure that sufficient capacity in the production of water sufficient to meet the demands of affordable housing development are met.

FAIR SHARE PLAN

MOORESTOWN'S AFFORDABLE HOUSING OBLIGATION

In its March 10, 2015, decision, the New Jersey Supreme Court directed that the methods of determining municipal allocation were to be substantially similar to the calculations used in the First and Second Round rules. The Court also upheld certain bonuses and methods that were only instituted during the Third Round, such as the extension of expiring affordability deed restrictions and inclusion of redevelopment bonuses, among others. Consequently, the methods and means that guided the crafting of this housing element include the Second Round rules, the small parts of the Third Round rules found constitutionally compliant, statutory changes such as the elimination of the use of regional contributions agreements, and the terms and conditions of the Township's Settlement Agreement as amended with FSHC.

Since the January 2017 New Jersey Supreme Court ruling on the "gap period," housing plans must address four main components of a municipality's affordable housing obligation. These include the Present Need or Rehabilitation Obligation to improve substandard housing occupied by the target population, the Prior Round for new construction from 1987 to 1999, the Gap Period Present Need for new construction from 1999 to 2015, and the Prospective Need, or the Third Round's future new construction demand, from 2015 to 2025. In this housing plan, the Gap Period Present Need and Prospective Need will be known collectively as the Third Round Obligation.

Rehabilitation Obligation

The Rehabilitation Obligation can be defined as an estimate of the number of deteriorated housing units existing in Moorestown that are occupied by low- and moderate-income households. Existing substandard affordable housing demand is defined in the Second Round rules as the sum of the "indigenous need" and the "reallocated present need." (Reallocated present need was the reassignment of units where excess indigenous need in one municipality is shifted to other municipalities where their need was lower than the regional average.) However, this was modified by the Court so that the reallocated present need was no longer required to be assigned to municipalities in the region. This total is called the "present need" in the Second Round rules but in this document is called the Rehabilitation Obligation, which has been the more common usage in the Third Round. COAH's elimination of the reallocated present need was first upheld by the Appellate Division on October 8, 2010.⁹ The Settlement Agreement with FSHC sets the Township's Third Round Rehabilitation Obligation at **19 units**.

⁹ - 416 N.J. Super. 462, (App. Div. 2010)

Prior Round

The cumulative affordable housing obligation is called the “prior cycle fair share” in the Second Round rules and it represents the new construction component of the First and Second Rounds together. However, this term tends to be confused with “prior cycle credits” which are credits granted by COAH for affordable housing from the early 1980s. Consequently, in this document it will be called the Prior Round Obligation, incurred between 1987 and 1999. The original Settlement Agreement with FSHC assigned the Township a 621-unit new construction obligation. COAH, however, had granted the Township an employment adjustment during that round, which reduced its new construction obligation to 606 affordable units (see Appendix G). In Appendix C of COAH’s Third Round rules at *N.J.A.C. 5:97*, in which COAH listed each municipality’s Prior Round obligation, COAH stated that “[m]unicipalities that were previously granted an employment adjustment may utilize the resulting adjusted 1987-1999 obligation.” The amended Settlement Agreement recognizes the downward employment adjustment to the COAH-adjusted Prior Round obligation of **606 units**.

Third Round Obligation: RDP and Unmet Need

The estimated demand for affordable housing includes the “gap” portion of the Third Round that has already passed (1999-2015), as well as a projection 10 years into the future starting in July 2015 (2015-2025). The 10-year period is derived from the Fair Housing Act that, when amended in 2001, set the projection for this length of time (*N.J.S.A. 52:27D-310*). The year 2015 is used as the future obligation starting from the date of the NJ Supreme Court decision.

The Township’s original Settlement Agreement with FSHC sets Moorestown’s Third Round obligation (1999-2025) at **1,167 units**. This number remains unchanged with both executed settlement amendments. The revised Settlement Agreement states that the Township is eligible for a vacant land adjustment that divides the Third Round obligation into a **633-unit Realistic Development Potential (RDP)** and a **534-unit Unmet Need**. The RDP and Unmet Need are subject to revision as events unfold and additional sites become available for development. When that occurs, the RDP increases and the Unmet Need decreases.

Settlement Agreement Allocations

In the amended FSHC Settlement Agreement, the Township’s Rehabilitation Share, Prior Round obligation, and Third Round obligation have been agreed to by the parties. The Third Round obligation includes both the Gap Present Need and Prospective Need allocations. The original and amended FSHC Settlement Agreements as approved by the Court are attached as Appendices A1 and A2, respectively. At a fairness hearing on the first amendment to the Settlement Agreement, held on June 24, 2019 before Judge

Bookbinder and reflected in the Court’s Order on Fairness of Settlement Agreement Amendments (Appendix B2), Moorestown’s obligation is as follows:

Table 26. Moorestown Affordable Housing Allocation, Third Round Summary

Affordable Housing Component	Amended Settlement Number
Rehabilitation Share	19
Prior Round Obligation	606
Third Round Obligation	1,167
Realistic Development Potential	633
Unmet Need	534
Total Obligation	1,792

Sources: David N. Kinsey, PhD, PP, FAICP, New Jersey Low and Moderate Income Housing Obligations for 1999-2025 Calculated Using the NJ COAH Prior Round (1987-1999) Methodology, May 2016, as adjusted per the settlement agreement; NJ Council on Affordable Housing

While the courts have yet to set municipal fair share obligations for the entire state or the housing region, Moorestown can move forward by virtue of the Court-approved Settlement Agreement, which establishes the Township’s affordable housing obligation.

Additionally, as indicated in the amended Settlement Agreement with FSHC, should the Third Round obligation of 1,167 units be reduced beyond 10% (to 1,050 or less) by a court of competent jurisdiction or an administrative agency responsible for implementing the FHA, the Township may reduce its obligation. The Township reserves the right to apply any surplus Third Round credits towards future fair share obligations. Despite any such reduction in the Township’s obligation, Moorestown will implement all mechanisms outlined in this housing plan to address its affordable housing obligations as required by the Agreement.

Intervenors and Interested Parties

In the Township’s Declaratory Judgment action, three developers intervened, proposing the use of sites owned by them for inclusionary housing purposes within the guidelines established in 2015 by the New Jersey Supreme Court. These are ILM Center Associates, LLC, owner of the Lenola Shopping Center at 200 W. Camden Avenue (Block 1200, Lots 5 and 6); MRD, LP, an affiliate of Davis Enterprises, Inc., for a site at 118 W. Route 38 next to the Mt. Laurel border (Block 4801, Lots 18 and 20); and Laurel Creek, LP, an affiliate of Toll Brothers, Inc., for the remainder of its site at 650 Centerton Road (Block 8801; Lots 4.02 and 4.03, now Lots 4.02-4.05). Laurel Creek, L.P., has entered into a sales contract with Cameron General Contractors to sell

this land and allow the latter company to develop senior housing with a contribution of land and payments in lieu of construction. Cameron General Contractors later intervened in the court proceeding.

In addition, Pennrose, LLC, an affordable housing developer, is an interested party who initially proposed, through its affiliate Moorestown Urban Renewal Associates, LLC, the development of a 100% affordable building at 160 W. Route 38 near Meadow Drive (Block 4801, Lot 12). However, the property proposed by Pennrose contains a deed restriction requiring one-half acre per “dwelling house.” The property contains 10.5 acres, limiting it by the deed restriction to 21 dwelling units, where the proposal was for 75 affordable units and a manager’s apartment. Pennrose sought unsuccessfully to have the deed restriction removed from the property. The original Settlement Agreement recognized that the Pennrose property may be unavailable (under the requirement that each affordable housing parcel is required to be approvable, available, developable and suitable). The original Settlement Agreement contains a clause requiring the municipality to either prove that the Pennrose site met all four prongs of the affordable housing site test, or to find another site for the proposed units. At its fairness hearing on June 24, 2019, before Judge Bookbinder on the appropriateness of the revised Settlement Agreement, uncontroverted testimony was given that the Pennrose site did not meet the four prongs of site suitability.

Subsequently, the Harper Drive site, a vacant parcel located at the intersection of Harper Drive and East Gate Drive, was identified by Pennrose as an alternative site for 100% affordable housing that was the subject of the second amendment to the Settlement Agreement.

A developer’s agreement with intervenor Cameron General Contractors (the option purchaser of the Laurel Creek property from Toll Brothers) has been executed and is included in Appendix R.

The Diocese of Trenton is an interested party in the court matter and reached an agreement with the municipality for townhouse development with an affordable housing set-aside on its property adjacent to the Cameron General Contractors site on Centerton Road.

SATISFYING THE TOWNSHIP'S OBLIGATION

Rehabilitation Obligation

The Township proposes to issue a resolution of participation with the Burlington County Human Services Department, Division of Community Development for the Home Improvement Loan Program. The county's Five Year 2015-2019 Consolidated Plan includes four overarching goals, one of which, Housing Rehabilitation and Emergency Assistance, provides the underpinnings of the loan program. This program is funded by a federal allocation of Community Development Block Grant funds to urban counties and it requires the funds to be spent on low- and moderate-income households. The loan program makes 0% interest loans of up to \$20,000 to homeowners to correct substandard housing conditions. There are no repayments until title is transferred or the death of the borrower; the loan is recorded as a mortgage, and the borrower signs a promissory note. This procedure creates a perpetual lien on the property. For the rehabilitation obligation, an average of \$10,000 in hard costs must be expended in order to receive credit for the dwelling that is rehabilitated. Any loan proceeds are recycled into future loans to eligible homeowners. The perpetual lien has been accepted by Superior Court as an adequate restriction in accordance with *N.J.A.C. 5:93-5.2(g)*.

The Township will also use affordable housing trust funds to establish a municipal rehabilitation program available to owners for renter-occupied units that will meet the requirements of *N.J.A.C. 5:97-6.2*. The Township has several programs that will necessitate the retention of an administrative agent and a housing services provider (most housing services providers also have personnel who meet administrative agent criteria). The Township has retained experienced affordable housing administrative agent Community Grants, Planning & Housing to operate a rental rehabilitation program and, should they become necessary, the accessory apartment and market-to-affordable programs, as detailed below. See Appendix M for a general rental rehabilitation program manual. The administrative agent for the Township will utilize a comparable manual in administering the program.

Prior Round Obligation

COAH permits new construction credits, reductions, and bonuses to address the Prior Round obligation. In accordance with *N.J.A.C. 5:93-5.6(e)*, the provision of affordable housing is required to be based on the issuance of permanent certificates of occupancy for new residential units or the transfer of RCA payments to the receiving community. The Township has addressed the entirety of its 606-unit Prior Round obligation with a combination of RCAs, 100%-affordable developments, alternative living arrangements, inclusionary housing developments and rental bonus credits. In determining the obligation of the Prior Round, existing COAH rules require that the

Township establish the maximum permitted number of age-restricted affordable units and the minimum required number of affordable rental units using the formulas in Table 27. See Appendix H for crediting documentation of existing units.

The formulas in Table 27 attributable to the Prior Round obligation reflect the Township's Settlement Agreement with FSHC, which requires age-restricted Prior Cycle credits to count towards the senior cap of 83 units. Prior Cycle credits are those from affordable housing activities that otherwise meet COAH eligibility criteria, but were occupied between April 1, 1980 and December 15, 1986 before the start of the First Round. Because of the Settlement Agreement, the Prior Cycle elements of the formulas attributable to Prior Round obligations, as established by COAH, are removed.

Table 27. Moorestown Prior Round Formulas for Minimum Rental and Senior Units

Minimum Rental = 152 units

$$\begin{aligned} &.25 (\text{Prior Round obligation} - 20\% \text{ cap} - 1000 \text{ unit cap}) = \\ &.25 (606 - 0 - 0) = .25 (606) = 151.5 \text{ rounded up to } 152 \text{ units.} \end{aligned}$$

Maximum Rental Bonus = 152 units

No more than the minimum rental obligation = 152 units

Maximum RCA = 303 units

$$\begin{aligned} &.50 (\text{Prior Round obligation} - 20\% \text{ cap} - 1000\text{-unit cap}) = \\ &.50 (606 - 0 - 0) = .50 (606) = 303 \text{ units} \end{aligned}$$

Maximum Senior Units w/RCA's (N.J.A.C. 5:93-6.1(b)1) = 83 Units

$$\begin{aligned} &.25 (\text{Prior Round obligation} - \text{RCA's}) = \\ &.25 (606 - 274) = .25(332) = 83 \text{ units} \end{aligned}$$

With respect to rental bonuses, the housing plan adheres to the following limitations from the Second Round rules:

- A rental unit available to the general public receives one rental bonus, and no rental bonus is granted in excess of the Prior Round rental obligation;
- An age-restricted rental unit receives a 0.33 rental bonus, but no more than 50% of the rental obligation shall receive a bonus for age-restricted rental units.

The Township is addressing its Prior Round obligation with 479 existing affordable housing units, including 470 that were previously approved by COAH in granting of substantive certification of the Township's Second Round initial and amended housing plans. The approved units included 16 age-restricted credits for the Courthouse and Firehouse sites (eight units each – these were formerly prior-cycle credits) and 274 RCA credits for funds paid to Beverley City and Mount Holly Township. The remaining

170 units are municipally sponsored affordable units owned and administered by MEND. MEND also owns the Courthouse and Firehouse developments.

MEND is a nonprofit organization with which the Township has historically worked closely to create new affordable units and to rehabilitate units occupied by low- and moderate-income households. The organization’s commitment to the goal of creating affordable units for low- and moderate-income people dates back to 1969, as previously noted.

A map of the Affordable Housing Sites, at the end of the Summary in this document, identifies all of the affordable housing sites discussed in the Third Round Housing Plan. In addition to this map, Table 28 provides a summary of the developments included to address the entirety of the Township’s Prior Round obligation.

Table 28. Satisfaction of the Prior Round Obligation

Prior Round – 606 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs	Year Occupied
Special Needs Housing						
Family Service/Kings Hwy., Inc.	3	3	3		3	2000
Oaks Integrated Care (8 of 10)	8	8	8		8	varies
NJ Mentor/Foundation for the Challenged	4	4	4		4	2006
A.D.E.P.T. Programs Group Home	5	5	5		5	2002
Subtotal	20	20	20		20	
Municipally Sponsored 100% Affordable Housing						
Courthouse (formerly prior cycle)	8		8	8		1984
Firehouse (formerly prior cycle)	8		8	8		1985
66-68 E. Second St.	3	3	3			1992
124 E. Second Street	1	1	1			1991
203-205 W. Second Street	2	2	2			2002
411 S. Lenola Road	1	1	1			1994
528 Bethel Ave.	1	1	1			1993
Albany Acres	9	9	9			1987
Baylor Arms (formerly Chestertowne Village)	45	45	45			2000
Cedar Court	8					1992
Creed I	12	12	12			2000

Prior Round – 606 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs	Year Occupied
Colonial Arms	21	21	21			2005
Lenola School	33	11	33	33		1988
Stokes Place (10 of 16)	10	1; cap	10	10		1991
Teaberry Run	24		24	24		1987
Subtotal	186	107	178	83	20	
Regional Contribution Agreement						
Beverly City	75					2000-2002
Mount Holly Township	199					2000-2002
Subtotal	274					
Subtotals	480	127	198	83	20	
Total Units and Credits	607					
Surplus Credit Toward Third Round	1					

Of the 480 units addressing the Prior Round, only the 20 credits from the special needs facilities named above as Family Service (now Oaks Integrated Care)/Kings Highway, Twin Oaks (now Oaks Integrated Care), NJ Mentor/Foundation for the Challenged, and A.D.E.P.T., were not included in plans certified by COAH. Descriptions of those projects may be found below.

Special Needs

As part of its Settlement Agreement with FSHC, the Township has included 20 special needs bedrooms, counted as units, that had not been part of the approved Second Round plans, in lieu of 26 age-restricted units at Linden Place, which were moved to the Third Round to ensure that age-restricted units made up less than 25% of each round's compliance plan.

Family Service/Kings Highway, Inc.

This provider is an affiliate of Oaks Integrated Care (formerly Family Service of Burlington County). This three-bedroom group home has received all required building permits and a certificate of occupancy. It is located at Block 2000, Lot 10 and was acquired on June 14, 2001. No planning or zoning board approval was required

per *N.J.S.A. 40:55D-66.1*. The three bedrooms are all affordable to individuals with very low incomes. All of its occupants are referred from the New Jersey Division of Developmental Disabilities waiting list. The Kings Highway property is located two blocks from the western edge of downtown and is close to two churches and is on a major bus route.

NJ Mentor/Foundation for the Challenged

NJ Mentor is a service provider for developmentally disabled adults that operates a group home, or community living residence, and has a local South Jersey office in Mount Laurel. The property is owned by the Foundation for the Challenged, Inc., a Dublin, Ohio, nonprofit that seeks “to help people with mental retardation and developmental disabilities experience more satisfying and productive lives in their communities by providing them with charitable support grants and community-based housing.”¹⁰ This property is located at Block 1601, Lot 11 and was acquired on May 18, 2006. The site has four bedrooms for developmentally disabled adults. NJ Mentor is an experienced community living residence provider. The site is located near Lenola, which has a variety of retail sales and service uses. The four bedrooms in the group home are affordable to individuals with very low incomes.

A.D.E.P.T. Programs, Inc.

This organization owns a property with five bedrooms (Block 2500, Lot 70). A.D.E.P.T. Programs, Inc., purchased the property on May 13, 2002, from Resources for Human Development Inc., which provided similar types of supportive services, including for those with developmental disabilities and mental illness. The property was first used for these supportive services beginning in February 1997. The group home received all required building permits and a certificate of occupancy. No planning or zoning board approval was required per *N.J.S.A. 40:55D-66.1*. A.D.E.P.T. Programs, Inc., an experienced supportive and special needs housing provider, administers the group home in accordance with the standards of the New Jersey Department of Human Services, Division of Developmental Disabilities. The five bedrooms in the group home are affordable to individuals with very low incomes.

Oaks Integrated Care

Family Service of Burlington County was the original service provider for several group homes in Moorestown. This organization merged with Steininger Behavioral Care Services to become Twin Oaks Community Services in 2012. In 2015, Twin Oaks merged with Greater Trenton Behavioral Health Care to become Oaks Integrated Care¹¹. Oaks Integrated Care serves the mentally ill in the community as well as those with developmental disabilities. Oaks Integrated Care began its operation in Moorestown in 2001 and has since acquired five properties (four under Family Service

¹⁰ - <http://ffcoho.org>, accessed November 23, 2008.

¹¹ - This history is recited so that continuity may be maintained with prior housing elements.

and one under a standalone entity, Kings Highway, Inc.) that are used as supportive shared-living housing. The four dwellings, exclusive of the Kings Highway site, include Block 701, Lot 30, two homes located on Block 1301, Lot 11 in Eraser Mews, and one property on Block 1701, Lot 12, together containing a total of 10 bedrooms affordable to individuals with low and very low incomes. Eight units are being used to address the Prior Round obligation and the additional two units are being placed in the Third Round. (The Settlement Agreement calls for four of 11 units to be placed in the Third Round, but Oaks makes one two-bedroom unit available to families, which is thus credited by the overall unit, not by the bedroom, reducing the total available to 10 units. For this reason, in order to satisfy the Township's obligation in both rounds, it was necessary to place eight of the 10 units in the Prior Round, and only two units in the Third Round.) Oaks Integrated Care is an experienced supportive and special needs housing provider and administers the supportive shared living houses in accordance with UHAC per *N.J.A.C. 5:80, et seq.* The units in its properties are affirmatively marketed to individuals with special needs in accordance with *N.J.A.C. 5:93-11* and have the appropriate affordability control in accordance with *N.J.A.C. 5:93-9*. Oaks Integrated Care received capital funding from the Special Needs Housing Trust Fund to create permanent supportive housing and community residences for individuals with special needs, with priority given to individuals with mental illness. The purpose of the fund is to develop special needs housing and residential opportunities as alternatives to institutionalization or homelessness and to ensure the long-term viability of such housing. The organization has also received assistance from the municipal Affordable Housing Trust fund.

THIRD ROUND REALISTIC DEVELOPMENT POTENTIAL

As previously indicated, the Township's court-approved Settlement Agreement with FSHC established a 1,167 unit Third Round Obligation. As a result of limited vacant and developable land in the municipality, the Court also approved an adjustment of this Third Round obligation, pursuant to *N.J.A.C. 5:93-4.2*, to a Third Round realistic development potential, or RDP, of 633 units and a Third Round "unmet need" of 534 units. Unmet Need is the difference between the RDP and the Third Round obligation. This housing plan provides additional mechanisms to address Unmet Need, as discussed in a later section.

Vacant Land Analysis and Realistic Development Potential

As Moorestown lacks sufficient vacant developable land to address the entirety of its Third Round obligation, the extant rules permit an adjustment to be made based on an analysis of all vacant, developable land in the Township, including all land held by the municipality. A vacant land analysis was conducted using the Second Round rules at *N.J.A.C. 5:93-4.2*, Lack of Land, to include or exclude sites from the RDP. Of the 236 sites considered in the vacant land analysis, 133 are in the sanitary sewer service area.

Of the 74 sites contributing toward the RDP, 46 are in the sanitary sewer service area (adding in the Diocese of Trenton and Harper Drive sites to the original list). The analysis has been accepted by FSHC and approved by the Court in the revised Settlement Agreement. A map and inventory of sites considered in the original vacant land analysis may be found in Appendix A1, Exhibit C.

Adjustment to the Realistic Development Potential

Since the original Settlement Agreement was executed, two sites now add to the RDP. These are the Land Resource Solutions tract on Block 1101, Lots 12-16 and Block 1102, Lots 40-44, and the Diocese of Trenton site on Block 8801, Lot 3.01. The Land Resource Solutions tract consists of the corner lots at the intersection of Cottage Avenue and Camden Avenue. The Zoning Board of Adjustment approved a 26-unit multi-family housing development in January 2019 and imposed a four-unit affordable housing obligation on the application as a condition of approval. The two corner lots previously generated a total RDP of 1.03 units. The 26 units generate an RDP of 5.2, for a net increase of 4.17 units.

The Diocese of Trenton site is located next to the Burlington County Agricultural Center on Centerton Road. The Diocese has expressed interest in developing (or selling the property for development of) housing. This site is 17.8 acres of which 1.85 acres are wetlands and 4.51 acres are unbuildable (a finger of land behind the Cameron General Contractors/Community Investment Strategies sites against the interstate's right-of-way). Under the negotiated agreement with the Diocese, the site will produce 83 townhouses of which 17 will be affordable, thus increasing the RDP to 17 units. Added together, the two sites increase the RDP by 21 units. A new zoning district was adopted to implement the agreement (the AMF-7 district – see Appendix O).

In addition, through negotiation with FSHC, the Pennrose site continues to contribute towards RDP, though the municipality disagrees with FSHC's analysis. However, in the interest of settling the matter, the Township accepts the RDP of six units. Added to the initial 606-unit RDP, the total revised RDP is 633 units.

Formulas Applicable to the Third Round

As with its satisfaction of the Prior Round obligation, the Township must also adhere to a minimum rental obligation, a maximum number of age-restricted units, and a maximum number of bonuses in the Third Round (based on Second Round rules). Further, the Township must adhere to a minimum number of very-low income units pursuant to the 2008 amended FHA, as well as to other requirements such as minimum number of family units, family rental units, and family very-low income units pursuant to the terms of the Settlement Agreement.

As a result of the Township's Court-approved vacant land adjustment these calculations are based on the Third Round RDP obligation of 633 units and the actual number of housing units that have been or will be constructed. The Vacant Lands Map, which indicates the location of the sites that are contributing to the Township's RDP, is found in Appendix A1. Table 29 contains the formulas used to determine the various components of Moorestown's Third Round affordable housing obligation, as indicated below.

Table 29. Formulas Applicable to the Third Round Obligation

Minimum Rental Obligation N.J.A.C. 5:93-5.15(a) = 159 units

.25 (RDP) = units

.25 (633) = 158.25 units, round up to 159

Maximum Rental Bonus = 159 units

No more than the minimum rental obligation = 159 units

Minimum Family Rental Units = 80 units

.50 (Third Round minimum rental obligation) =

.50 (159) = 79.5 units, round up to 80 units

Maximum Senior Units N.J.A.C. 5:93-5.14(a)1 = 158 units

.25 (RDP) = units

.25 (633) = 158.25 units, round down to 158 units

Minimum Very Low-Income Units (P.L. 2008, Ch. 46) = 38 units

.13 (affordable units constructed or to be constructed after mid-2008 except for the units created through the accessory apartment and market-to-affordable programs) = .13 (287) = 37.3 units; round up to 38 units

Minimum Very Low-Income Family Rental Units = 19 units

.50 (very low-income units) =

.50 (38) = 19 units

Minimum Total Family Units = 237 units

.50 (RDP – rental bonuses) =

.50 (633-159) = .50(474) = 237 units

Additionally, with respect to rental bonuses, the housing plan abides by the following limitations from the Second Round rules:

- A rental unit available to the general public receives one rental bonus; and
- An age-restricted rental unit receives a 0.33 rental bonus, but no more than 50% of the rental obligation shall receive a bonus for age-restricted rental units.

Satisfaction of the Third Round RDP

The Township will fully address its 633-unit Third Round RDP with one unit of surplus, 22 units of special needs and supportive housing, 101 extensions of controls, 35 units from existing affordable housing sites, 156 units from proposed 100%-affordable housing sites, 168 units from inclusionary/mixed income development, and 151 rental bonuses. Table 30 lists the various elements for meeting the Third Round RDP.

Table 30. Satisfaction of the Third Round RDP

Third Round RDP – 633 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs
Prior Round Surplus	1				
Special Needs Housing					
Community Options Group Homes	20		20		20
Oaks Integrated Care (2 of 10)	2	2	2		2
Subtotal	22	2	22		22
Extensions of Expiring Controls					
66-68 E. Second St.	3		3		
124 E. Second Street	1		1		
528 Bethel Avenue	1		1		
Beech Street	18		18		
Clover Apartments	5		5		
Lenola School	33		33	33	
Moorestown Court	8		8	8	
Musser Court	16		16		
Stokes Place	16		16	16	
Subtotal	101		101	57	
Municipally Sponsored 100% Affordable Housing (Existing)					
428 Camden Avenue	1	1	1		
Creed II	8	8	8		4
Linden Place	26		26	26	
Subtotal	35	9	35	26	4

Third Round RDP – 633 Units/Credits	Units	Bonuses	Rental	Senior	Special Needs
Municipally Sponsored 100% Affordable Housing (Proposed)					
Harper Drive	75	75	75		
Centerton Road (21 of 81 units, special-needs)	21	21	21		21
Centerton Road (60 of 81 units, age-restricted)	60	4	60	60	
Subtotal	156	100	156	60	21
Inclusionary/Mixed-Income Development (Proposed)					
Sbar Boulevard	36	36	36		
MRD	35				
Diocese of Trenton	17				
Nagle Tract	76		76		
Land Resource Solutions	4	4	4		
Subtotal	168	40	116		
Subtotals	483	151 ¹²	430	143	47
Total Units and Credits	634				
Surplus Credit Above RDP	1				

Moorestown meets its required minimum rental unit obligation of 159 units with 430 existing and proposed rental units. Even not counting the extension of expiring controls, the Township has 329 existing and proposed rental units. (The MRD site and the Diocese of Trenton site could be either rental or for-sale units, and are illustrated here as if the dwellings will be for-sale.) A total of 80 units are required to be family rental units, which will be satisfied with 242 family rental units from one Oaks Integrated Care supportive-housing unit, 66-68 E. Second Street, 124 E. Second Street, 428 Camden Avenue, 528 Bethel Avenue, Beech Street, Clover Apartments, Musser Court, half of Creed II, Harper Drive, Sbar Boulevard, Land Resource Solutions, and the Nagle Tract. For total family units both rental and for-sale, the housing plan meets

¹² - It is anticipated that the Township's plan will generate bonus credits during Round 3, which are not currently claimed in the above chart, for family rental units that are not constructed or which do yet enjoy a "firm commitment" from a developer. For instance, MRD and Nagle are both anticipated to be family rental units. To the extent the Township obtains a firm commitment from either of the developments for affordable rental family units (or other projects not currently claimed as family rental) or the extent affordable family rental units are constructed in the compliance period, the Township reserves the right to remove any or all bonuses claimed for senior affordable projects in order to maximize bonus credits (up to 158 total Round 3 bonus credits) and surplus over RDP, without the need to amend this plan.

the 237-unit requirement with 293 family units. The Township proposes 143 senior units, less than the permissible limit of 158 units, from Lenola School, Moorestown Court, Stokes Place, Linden Place, and the Centerton Road project. See Appendix H for crediting documentation of existing units.

The Township has generated a one-unit surplus, which could increase per footnote 12, in excess of its Third Round obligation, and it reserves the right to apply that surplus to any future changed circumstances that would result in an increase in the Township's RDP in Round Three or subsequent rounds. Should a suitable, available, approvable and developable site become vacant that had not been vacant, available, suitable or developable at the time of the VLA, and did not contribute to the Township's current 633-unit RDP, the Township would be entitled to apply the surplus towards addressing the increase in RDP, provided that within 45 days after becoming aware of the changed circumstance, on notice and opportunity to be heard to FSHC, the owner of the additional site or sites, and any other interested parties, the Township shall be required to identify in a filing with the Court the additional site or sites, and the RDP generated by those sites consistent with *N.J.A.C. 5:93-4.2*, to which it is applying its one-unit surplus. To the extent a change in circumstances results in an increase in RDP that is larger than the Township's then-existing surplus, the Township shall still have an obligation to address the portion of the RDP in excess of the surplus ("Residual RDP"), provided, however, that the Township shall maintain the right to satisfy any Residual RDP in a manner and location it deems appropriate pursuant to *N.J.A.C. 5:93-4.2*. Alternatively, and subject to the approval of FSHC, the Township can apply the surplus to offset any deficiencies in unmet need mechanisms resulting from an objection to this plan.

Each of the components of the Third Round affordable housing obligation is described below.

Supportive & Special Needs Housing

Oaks Integrated Care was described in the section discussing the Prior Round Obligation.

Community Options, Inc.

Community Options, Inc. was incorporated in 1989 to develop residential and employment supports for people with severe disabilities. The organization's programs and services include community-based living, employment supports, high school transition programs, and specialized programs for respite and medically fragile people with disabilities. This support is provided to persons with developmental and intellectual disabilities including autism spectrum disorder, cerebral palsy, Down syndrome, physical disabilities, traumatic brain injury and dual diagnoses. Persons

will be selected from the New Jersey Department of Human Services' Division of Developmental Disabilities waiting list.

Community Options will identify likely locations and enter into either a master agreement or individual agreements for the group homes that will set out the required capital funds necessary and the responsibilities necessary to ensure income restrictions for a minimum of 30 years. The group homes will be embedded in residential neighborhoods to encourage positive outcomes for the residents. Depending on the level of disability, the group homes may also have live-in caretakers.

The Settlement Agreement provides the following schedule for the 20-unit program that the Township must meet:

- 5 units must be completed by July 1, 2020 (1-2 group homes)
- 5 units must be completed by July 1, 2021 (1-2 group homes)
- 5 units must be completed by July 1, 2022 (1-2 group homes)
- 5 units must be completed by July 1, 2023 (1-2 group homes)

The Township has signed an agreement with Community Options (see Appendix S), and one potential property has been identified so far. The COVID-19 pandemic has restricted the Township's ability to find and purchase additional suitable properties. The Township continues to be committed to this effort, but will require a modified schedule as it has not met the deadline for the first tranche of group homes.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be available, approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, the residences selected for this program will meet these criteria.

- Site control (availability). The sites will have a clear title and will be free of encumbrances that preclude development of affordable housing. It is expected that the group homes will be created from the conversion of single-family detached dwellings.
- Suitability. The sites will be adjacent to compatible land uses and will have access to appropriate streets. Since it is expected that the group homes will be conversions of single-family detached housing, all of these units are likely to be on residential access or residential sub-collector streets, which are an appropriate means of access to the buildings.
- The sites will be located in a "smart growth" Planning Area consisting of the Metropolitan and Suburban Planning Areas, PA 1 and 2, respectively, of the SDRP (which corresponds with the availability of sanitary sewer).

- Adequate sewer and water (developability). The sites will have adequate water and waste disposal. While group homes are not required to be served by public sewer, neighborhood settings where public sewer is necessary are the target locations for group homes.
- Approvability. Development of the sites will be consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* These are not likely to be applicable with the use of existing buildings.
- The development of the sites will comply with all applicable environmental regulations.
- The Township is not within jurisdiction of a regional planning agency or CAFRA.
- Sites will be selected that do not affect the Township's historic district or other cultural resources.

In addition to site suitability, each group home will meet the applicable requirements of *N.J.A.C. 5:93-5.8*, Alternative living Arrangements.

- Administrative Entity and Affirmative Marketing. It is expected that Community Options will obtain residents from the Division of Developmental Disabilities waiting list that the courts consider as meeting the requirements for affirmative marketing contained within the affordable housing rules. In the event the organization does not follow this route, it will administer and affirmatively market the units at the site, income-qualify applicants, place minimum 30-year affordability controls on the dwellings and provide long term administration of the units in accordance with rules at *N.J.A.C. 5:93-1 et seq.* and any requirements of the Division of Developmental Disabilities.
- Low/Moderate Income Split. All units shall be for low- or very low-income persons and households.
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls in accordance with housing rules and Division of Developmental Disabilities regulations.
- Bedroom Distribution. Alternative living arrangement group homes are exempt from bedroom distribution requirements.
- No alternative living arrangement group home shall be age-restricted.
- Funding. The Township will subsidize the construction of or conversion to group homes for a total of 20 bedrooms. Notwithstanding such funding, the Township anticipates Community Options and/or other outside sources will also contribute funding to the program. For the construction of new units,

which would also include gut rehabilitation and conversion from a non-residential use, the New Jersey Housing Mortgage and Finance offers loans and grants of up to 50% of the construction cost through its Special Needs Housing Trust Fund.

Extension of Expiring Controls

COAH acknowledged through its rules that the preservation of affordable housing is as important as the creation of new affordable units. This viewpoint was specifically upheld by the New Jersey Supreme Court In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing¹³ concerning credit for the extension of controls (i.e., recorded covenants) restricting the units to the affordable housing market. The concept is to maintain units that would otherwise be lost to the regular housing market by the re-imposition of controls on affordability for a period of at least 30 years.

As noted earlier, MEND has developed various residential projects in Moorestown for affordable housing. MEND has been constructing, renting and managing dwellings for low- and moderate-income people since 1969 and in that time period has acquired, renovated and developed 251 units in Moorestown. However, many of the projects that MEND has developed over the years are small projects. The largest concentration of units under MEND ownership is 45 units at Baylor Arms, but most are less than one-third of that size. This creates an operational inefficiency in maintaining units and MEND estimates that its cost of operation exceeds its revenues for many of the smaller projects. MEND already declined to fix the structural problems and operate 240 Pine Street, a project from the Township's certified 2005 Second Round plan, as an affordable unit. As units with deed restrictions expire, nothing prevents MEND from renting units or selling projects for market prices. While its mission is to serve the affordable housing market, it also needs to be fiscally responsible and that will eventually lead to the loss of units to the regular housing market without additional support.

Accordingly, per its Settlement Agreement with FSHC, Moorestown seeks credit for 101 units with expired or expiring controls at 66-68 E. Second Street, 124 E. Second Street, 528 Bethel Avenue, Beech Street, Clover Apartments, Lenola School, Moorestown Court, Musser Court, and Stokes Place.

On November 13, 2017, the Township executed an agreement with MEND for payments totaling \$3,030,000 to extend controls on 101 units at a cost of \$30,000 per unit. On the date of that agreement, MEND and the Township executed deed restrictions on the above-named sites that were subsequently filed with the Burlington County Clerk. Those deed restrictions extended the affordability controls on the affected units by 30 years starting on the date that the previous controls expired. In addition, the Township adopted Ordinance 17-2017 to bond for the money. Five

¹³ - 221 N.J. 1 (2015)

percent, or \$152,250, for the required down payment on the bond was transferred from the affordable housing trust fund to the general fund. The proceeds of the bond ordinance have been transferred to MEND, thus completing the extension of expiring controls component of the housing plan (see Appendix Q).

Descriptions of Expiring Controls Units

Beech Street, Clover Apartments, and Musser Court were rehabilitated as part of the municipality's Second Round certification pursuant to *N.J.A.C. 5:93-5.2*. Beech Street is located at 39 and 47 Beech Street (Block 4306, Lots 13-18). Beech Street's 18 units consist of 14 two-bedroom and four three-bedroom units. Clover Apartments is located at 108 W. Camden Avenue (Block 1201, Lots 17 and 18). Clover Apartments' five units consist of four one-bedroom units and one two-bedroom unit. Musser Court is located at 291 and 294 W. Main Street (Block 2405, Lots 1 and 24). Musser Court's 16 units consist of eight one-bedroom and eight two-bedroom units. Each of the projects was originally placed under 10-year deed restrictions in accordance with *N.J.A.C. 5:93-9.2(d)*. Deed restrictions for Beech Street expired on November 23, 2009, for Clover Apartments on May 1, 2005, and for Musser Court on December 1, 2014.

The Lenola School is a 33-unit senior rental building located at 100 New Albany Road (Block 1301, Lots 9 and 10). The project was a conversion of a former elementary school and consists of two efficiencies and 31 one-bedroom apartments. The project was undertaken by MEND and was occupied in February 1988. Fourteen of the units were earmarked for low-income residents and 17 for moderate-income residents. The Lenola School had 20-year deed restrictions for affordable housing and the affordability controls expired February 24, 2008.

Moorestown Court is an eight-unit family rental project located at 82 E. Second Street (Block 4405, Lot 30), which was first occupied in 1984 and was subject to 25-year affordability controls that expired on April 1, 2009. Stokes Place, at 150 Schooley Street (Block 4406, Lot 4), with 16 age-restricted units, was completed in 1991 with 20-year controls that expired on May 15, 2011. Three additional small sites – 66-68 E. Second Street (Block 4405, Lots 24 and 25), 124 E. Second Street (Block 4406, Lot 4), and 528 Bethel Avenue (Block 4101, Lot 5) – together have five affordable units that were completed in 1992 and 1993, and that lost their controls on August 10, 2012, January 15, 2012 and March 10, 2013, respectively.

Extension of Expiring Controls Criteria

The following criteria were established by COAH for their extension of expiring controls program (*N.J.A.C. 5:97-6.14(a)-(c)*). Each rule appears in italics, followed by the response.

1. *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. The units had previously gained substantive certification from COAH as eligible for prior-cycle or post-1986 credits.*
2. *The affordability controls for the unit are scheduled to expire during the 1999 through 2025 period. As noted, all of the units' deed restrictions have expired during the Third Round and have been extended for a period of 30 years.*
3. *The municipality 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. The municipality will file a certified statement with the court from the Moorestown construction code official within 60 days of receiving a Judgment of Repose indicating compliance with this requirement.*
4. *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, the municipality shall fund and complete the work. A municipality may utilize its affordable housing trust fund to purchase the unit and/or complete the necessary repair and/or rehabilitation work. The extension of controls will be the result of a payment per unit for each deed restriction recorded in accordance with UHAC. This payment, which will be up to \$30,000 per unit, will provide the owner with sufficient capital to repair the unit, if necessary. The municipality will fund the work indirectly: MEND, Inc., the owner, has its own crews and contractors with whom it works. It would be unnecessary and less efficient for the Township to undertake this work than to have the owner complete what is necessary. Each year, the units are inspected by fire officials who report to the construction code official, ensuring a continual process of governmental review.*
5. *Information regarding the development and specific units, on forms provided by the Council. Should the Court desire to see additional detail, it will be supplied on request.*
6. *A written commitment from the owner to extend controls, or evidence that the controls have been extended, in accordance with UHAC. MEND and the Township of Moorestown executed an agreement on November 13, 2017, that resulted in the execution of deeds extending affordability controls for an additional 30 years starting on the date that the previous affordability controls expired.*
7. *The proposed or filed deed restriction for the extended control period. The filed deed restrictions may be found in Appendix I of this housing plan.*
8. *A pro forma for any proposed acquisition and/or rehabilitation costs. See response to criterion 4. No rehabilitation to code for most of the units is anticipated based on the annual fire inspections conducted by the Township.*

9. *Documentation demonstrating the source(s) of funding.* The Township has used funds from the Affordable Housing Trust fund for a 5% down payment and has bonded the rest of the payment.
10. *A municipal resolution appropriating funds or a resolution of intent to bond in the event of a shortfall of funds.* Ordinance 17-2017 indicates that the appropriation was made for the extension of controls (see Appendix S).
11. *A draft or adopted operating manual that includes a description of the program procedures and administration in accordance with UHAC.* An extension of affordability controls manual, prepared by MEND, Inc., is found in Appendix J.
12. *An affirmative marketing plan in accordance with UHAC.* Since the units were and continue to be occupied by low- and moderate-income households that were originally informed of units for occupancy in accordance with the Township's affirmative marketing regulations, no affirmative marketing plan for the extensions of controls is necessary.
13. *Designation of an experienced administrative agent, including a statement of his or her qualifications, in accordance with N.J.A.C. 5:96-18.* MEND, Inc., already employs administrative agent(s) that meet the qualifications of N.J.A.C. 5:96-18 due to their involvement in the provision of affordable housing that has received and will receive credit as part of the Mt. Laurel process.

Municipally Sponsored 100% Affordable Housing

Creed II

Creed II, at 315 Chester Avenue (Block 4308, Lot 14), is a new construction project that was completed in 2007 and consists of eight units at the rear of the site of Creed Apartments (Creed I). Frog Holler Farms, Inc., a subsidiary of MEND, Inc., is the owner of the land and MEND is the project sponsor. The project consists of two two-story buildings with four units each. The construction of Creed II required the demolition of existing garages. The four ground-floor apartments in the two buildings are designed for the physically disabled. All of the units are one-bedroom units, however, and so do not meet UHAC standards for bedroom distribution.

Moorestown requested approval from COAH in its 2005 and 2008 housing plans and now from the Court for a waiver from N.J.A.C. 5:80-26.3(b)1 that limits the number of efficiencies and one-bedrooms to no more than 20% of the total on any one site. In support of this waiver, MEND has found in its collective experience that the overwhelming majority of need for the physically disabled low- and moderate-income population is for one-bedroom apartments. The small size of the site, only .35 acres, was a major consideration in the configuration of the buildings and apartment sizes. The design of the ground-floor units dictates what can be constructed on the second floor. Since the need is for one-bedroom units on the first floor and the second floors follow the floor plans of the first floor, the design by necessity limits the second floor

to one-bedroom apartments. The buildings were constructed and granted a certificate of occupancy on January 31, 2007. In addition to the construction of these units, MEND has contracted with Resources for Independent Living to provide training and support to the disabled population occupying the project. These eight units will be eligible for eight bonus rental credits.

COAH's Second Round rules at *N.J.A.C. 5:93-5.5*, "Municipally Sponsored Construction and Gut Rehabilitation," are addressed as follows:

- Site Control – Frog Holler Farms, Inc., a subsidiary of MEND, Inc., is the owner of the land and MEND is the building owner, manager and project administrator.
- Site Suitability – The project received use variance and site plan approvals from the zoning board and building permits to construct the development. The buildings received a certificate of occupancy on January 1, 2007. Accordingly, the site meets COAH's site suitability requirements at *N.J.A.C. 5:97-3.13* "Suitable Site."
- Administrative Entity – MEND, Inc., is an experienced affordable housing provider that has administered affordable housing units in accordance with both HUD regulations and those promulgated by the COAH. MEND currently administers this development in accordance with COAH's regulations. Additionally, MEND is committed to affirmatively marketing these units, income-qualifying applicants, and providing long-term administration of the units in accordance with UHAC per *N.J.A.C. 5:80-26.1*.
- Low/Moderate Income – The site currently meets and will continue to meet the low- and moderate-income requirements of the UHAC at *N.J.A.C. 5:80-26.1*.
- Affirmative Marketing – MEND, Inc., affirmatively marketed the units in accordance with COAH's rules and the UHAC per *N.J.A.C. 5:80-26.1*.
- Controls on Affordability – The units are restricted to low- and moderate-income households for a period of 30 years from January 2007.
- Bedroom Distribution – The units do not meet the bedroom distribution requirement pursuant to UHAC requirements at *N.J.A.C. 5:80-26.1* and the Township requests a waiver as outlined above.
- Funding – Creed II was funded by a combination of Burlington County HOME Funds, New Jersey Department of Community Affairs HOME Funds, internal MEND financing and a \$140,000 mortgage from the New Jersey Housing and Mortgage Finance Agency.

Linden Place

Linden Place is located at the intersection of Linden and Pearl streets (Block 5909, Lot 3). First occupied in 1989, it consists of 26 age-restricted efficiencies and one-bedroom apartments on the 1.5-acre lot. This site was in the First and Second Round plans certified by COAH.

Inclusionary Developments

An inclusionary development is a development containing low- and moderate-income units among dwellings that have no income restriction, commonly called “market rate” housing. *N.J.A.C. 5:93-1* requires a minimum of 20% of dwellings to be affordable in for-sale developments and a minimum of 15% of dwellings to be affordable in rental developments. Inclusionary development may also be part of a mixed-use development where commercial and residential development is contained in one building or structure. Development may also be mixed-income where the percentage of affordable housing units is typically higher than the 15-20% in standard inclusionary developments. This is made possible by partial public subsidy through a program of the NJ Housing and Mortgage Finance Agency made by competitive application.

Sbar Boulevard Site

This site consists of two parcels of land located on either side of Sbar Boulevard on Block 100; Lots 1.01, 1.02 and 1.03 (parcel 1, 6.22 acres) and 1.05, 1.06 and 1.07 (parcel 2, 7.5 acres). The site was located in the SRI, Specially Restricted Industrial, district but has been rezoned to the AMF-3, Affordable Multi-Family Residence 3, district as part of the court process to permit residential development. The AMF-3 ordinance is found in Appendix O. North of the site are agricultural and single-family residential uses. East, south and west of the site are office and light industrial uses. Sbar Boulevard is intended to be vacated and a new access driveway created along the southerly property boundary to service the industrial use that is located to the rear of the housing project. The vacation will avoid the mixing of residential and industrial vehicular traffic.

The tract will be developed with 184 family units with a density of 14 units per acre. The site is anticipated to produce a minimum of 36 family affordable rental units at a 20% set-aside. A letter from the developer committing to family rental affordable units is found in Appendix U, which permits the Township to receive 36 bonus rental credits.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- Site Control (availability). The site has no known title defects or deed restrictions that preclude development of affordable housing.
- Suitability. With adequate buffering that can be provided on the two tracts, the development can be isolated from the business park that surrounds it. The site

is located on Lenola Road, a minor arterial road that provides access to Sbar Boulevard, a cul-de-sac.

- Development of the site is consistent with the SDRP and the rules and regulations of all agencies with jurisdiction over the site. The site is located in a smart-growth planning area. The adopted 2001 State Plan designates the site as being located in the Metropolitan Planning Area, PA 1.
- Adequate Sewer and Water (developability). The site is located in a sewer service area and a public water area. Water and sewer have been installed in Sbar Boulevard, as well as along Lenola Road.
- Approvability. Development of the site can be accomplished that is consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The development is not within jurisdiction of a regional planning agency or CAFRA.
- The site will comply with all applicable environmental regulations. The site contains no steep slopes, wetlands, stream corridors or flood hazard areas that could prevent its development with the proposed housing project.
- The development of the two tracts will not affect any known historic or archaeological resources as indicated in the Historic Preservation Element of the Master Plan.

In addition to site suitability, the developer of the affordable housing project will be required to meet the applicable requirements of UHAC.

- Administrative Entity. The Township will require that the residential developer to engage an administrative agent, as required by Chapter 97 of the Township Code as well as state regulation, to administer and affirmatively market the units at the development, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. As noted, the affordable units will have minimum 30-year affordability controls.

- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.
- Funding. As a standard inclusionary housing project, no outside source of funding is anticipated to be needed.

MRD Site

MRD, LLC is a subsidiary of Davis Enterprises, Inc. The site is a 11.78-acre property located at 118 W. Route 38 on Block 4801, Lots 18 and 20 that had previously received an approval for an office development, which established a feasible means of obtaining water and connection to the sanitary sewer system. The site was located in the R/PO, Residential/Professional Office, district but has been rezoned to the AMF-4, Affordable Multi-Family Residence 4, district that permits the proposed development as negotiated in the original and revised FSHC Settlement Agreements. The ordinance is located in Appendix O. The project is governed by the binding terms of the FSHC Settlement Agreement since the Agreement was approved at a duly noticed fairness hearing. Half the property will remain undeveloped because of wetlands. The property is surrounded by single-family residential uses except for the adjacent parcel to the southwest, which is a professional office. The rear, or southeastern, property line also serves as the municipal boundary between Moorestown and Mount Laurel Townships.

The FSHC Settlement Agreement requires the project to develop as family rental, although for purposes of this plan, the Township has not claimed rental bonuses on the site to date. The site will be developed with 173 family units, of which 35 will be family affordable units – slightly less than a 20% set-aside. The gross density is about 14.75 units per acre.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- Site Control (availability). The site has no known title defects or deed restrictions that preclude development of affordable housing.
- Suitability. With adequate buffering that can be provided to the rear and sides, the impacts of the site development on the single-family house to the east and residential neighborhood to the south that abut the property can be ameliorated. A professional office is located to the southwest and across the street are reverse-frontage single family detached uses screened from the highway by significant landscaping and natural areas. The site is located on Route 38, a divided state highway and principal arterial road, that has adequate capacity to serve the proposed development.

- Development of the site is consistent with the State Plan and the rules and regulations with jurisdiction over the site. The site is located in a smart-growth planning area. The adopted 2001 State Plan designates the site as being located in the Metropolitan Planning Area, PA 1.
- Adequate Sewer and Water (developability). The site is located in a sewer service area and a public water franchise area. Water can be obtained through an existing easement from a main in St. Anthony's Drive, located on the opposite side of Route 38. Sanitary sewer service will also involve crossing Route 38 and then either installation of piping in the right-of-way shoulder or through an existing easement parallel to the highway to reach the pumping station on Block 4707, Lot 12.01, accessed from Wagon Bridge Run.
- Approvability. Development of the site will be consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* The development is not within jurisdiction of a regional planning agency or CAFRA.
- The site will comply with all applicable environmental regulations. The site contains freshwater wetlands on its eastern side; development will be concentrated on the western side of the tract.
- The development of the site will not affect any known historic or archaeological resources as indicated in the Historic Preservation Element of the Master Plan.

In addition to site suitability, the developer of the affordable housing project will be required to meet the applicable requirements of UHAC.

- Administrative Entity. The Township will require that the residential developer engage a qualified administrative agent who will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year affordability controls on the units and provide long term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and UHAC per *N.J.A.C. 5:80-26.1.*
- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls.

- **Bedroom Distribution.** The distribution of the number of bedrooms will follow UHAC regulations.
- **Funding.** As an inclusionary housing project, no outside sources of funding are anticipated.

Nagle Tract

The Nagle tract was purchased by the municipality in 1988 for the construction of a 100%-affordable housing project. This site was included in the municipality's certified First and original Second Round plans. The Nagle Tract is located at the intersection of Hartford and Centerton Roads and is also known as Block 7401, Lot 3. The total tract acreage is 12.5 acres. The tract is surrounded by farmland on the north and west, though this land is part of the Lockheed Martin complex and is used primarily for radar field testing. On the south side, across Centerton Road, is the federally owned AEGIS facility that is used by Lockheed Martin for the development of ship radar systems. This facility recently underwent an expansion to the southeast. Diagonally across from the site is the Burlington County Community Agricultural Center, which is part of the county park system. Across Hartford Road is Laurel Creek Mews, an age-restricted development. The land immediately abutting the opposite side of Hartford Road, however, is earmarked for open-space purposes as part of that development. The land uses in the Laurel Creek neighborhood closest to the site are multi-family housing. The site has been rezoned to the AMF-6, Affordable Multi-Family Residence 6, district. The ordinance may be found in Appendix O.

The original plan for the site, as included in the Settlement Agreement, was to seek developers of the property for an inclusionary housing project consisting of 152 total family units, including 45 affordable family rental units, which is a 30% set-aside. Because the land is municipally owned, at the time the land would have been sold or transferred to a housing developer, the municipality intended to ensure in the sale price an adequate compensatory benefit for the increased set-aside, and contemplated possible other concessions that would be negotiated as needed. Under the original plan, the units were anticipated to be townhouse, multi-family units and/or townhouse over flat building types. Moorestown proposed to undertake a request for qualification and request for proposal (RFQ/RFP) process and select a developer for the site, and then sell or transfer the property within two years of receiving a Judgment of Repose for this document.

Since the Settlement Agreement was signed, the Township has made the decision to approach affordable housing developers to develop the site, potentially by utilizing tax credits from the New Jersey Housing and Mortgage Finance Agency's Mixed Income Set-Aside program, which is a different program than either the Penrose or CIS projects. Under this arrangement, from the same 152 total units, 50%, or 76 units, would be market-rate and 76 would be deed-restricted as affordable. The Township

intends to use the increase in the number of affordable units to replace the potential units from its originally-proposed market-to-affordable program (12 potential units) and accessory apartment program (15 potential units), both of which programs were called for in the Settlement Agreement and are detailed below. Application for tax credits for this project would be made during the 2021 cycle.

Should tax credits not be awarded in the 2021 cycle, the Township would have the option either a) to revert to the original plan to have the site developed with an inclusionary housing project, and to implement the market-to-affordable program and the accessory apartment program as compliance mechanisms on an accelerated schedule so that all contemplated units would be developed by 2025; or b) to fund the increased set-aside with trust fund monies, municipal subsidies and any available outside funding, such as 4% tax credits.

As described above, the site is a hybrid of inclusionary and municipally sponsored. COAH's Second Round rules at *N.J.A.C. 5:93-5.5* "Municipally Sponsored Construction and Gut Rehabilitation," are addressed as follows to show the realistic opportunity of the municipally owned land:

- Site Control (availability). The Township owns the site. As was determined when the property was purchased in 1988, the site has a clear title and no legal encumbrances that would preclude its development as an affordable housing project.
- Suitability. The site is adjacent to farmland which does not present any incompatibility issue. Though the adjacent property is also used for radar field testing, testing is undertaken above the height of any building that would be constructed on the site and in any event, there are no known health effects from such testing. The site has access to two county roads, Hartford and Centerton, which are designated as major arterials on the Circulation Plan Element. Access would be from driveways or residential access streets connected to either or both of these arterial roads.
- The site is located in a smart-growth planning area. The adopted 2001 State Plan designates the site in the Suburban Planning Area, PA 2.
- Adequate Sewer and Water (developability). The site is located in a sewer service area and a public water area. Sewer and water are available in Hartford Road for the development tie-ins.
- Approvability. The site can be developed in accordance with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.*
- The development is not within jurisdiction of a regional planning agency or CAFRA.

- The site can comply with all applicable environmental regulations. The site contains no steep slopes, wetlands, stream corridors, threatened or endangered species or flood hazard areas that will prevent its development as proposed.
- The development of the tract will not affect any known historic or archaeological resources as indicated in the Historic Preservation Element of the Master Plan.

Whether the site is developed as an inclusionary development or a municipally sponsored project, the following additional regulations from *N.J.A.C. 5:93-5.6* will be met:

- The proposed density of the site of 12.16 units per acre is greater than the presumed densities of 6 to 10 units per acre identified for vacant land adjustment municipalities as well as *N.J.A.C. 5:93-5.6(b)(2)*.
- The development phasing schedule, which will be incorporated into any development agreement, will meet the ratio of market to affordable units for occupancy as established in the second round rules and UHAC.

In addition to these prior criteria, the Nagle Tract project will meet the applicable requirements of UHAC.

- Administrative Entity. The Township will require that the residential developer engage a qualified administrative agent who will administer and affirmatively market the units at the site, income-qualify applicants, place minimum 30-year affordability controls on the units and provide long term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and UHAC per *N.J.A.C. 5:80-26.1*.
- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1*.
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls in accordance with COAH's rules and UHAC regulations.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.
- Funding. It is expected that the selected developer will apply for 9% Low Income Housing Tax Credits from the New Jersey Housing and Mortgage Finance Agency's Mixed-Income Set-Aside program, and will provide a detailed financial pro forma for the project. Should the project not receive a tax credit

award and the project be developed as a mixed income housing project, no outside sources of funding would be anticipated. However, should it be developed as an inclusionary housing project, the Township anticipates deeding over the property for a nominal cost because of the requirement for a 30% affordable housing set-aside. Any need for additional funding will be addressed in a municipal developer's agreement based on a mutually agreed upon developer pro forma.

- **Construction Schedule.** In accordance with *N.J.A.C. 5:93-5.5*, for non-inclusionary developments, a construction or implementation schedule, or timetable, must be submitted for each step in the development process, including preparation of a site plan, granting of municipal approvals, applications for state and federal permits, selection of a contractor, and construction. A schedule will be provided by the selected developer prior to the 2021 tax credit application deadline. The Township will indicate the entity responsible for undertaking and monitoring the construction and overall development activity. Should tax credits not be awarded, the Township will ensure that the site is developed as an inclusionary housing project on an accelerated schedule.

Land Resource Solutions

Land Resource Solutions is two parcels separated by Cottage Avenue on Block 1101, Lots 12-16 and Block 1102, Lots 40-44 in the Lenola neighborhood. It consists of a vacant site that has been remediated to a residential standard and a closed service station on the opposite side. The proposed development plan contains 26 rental apartments on the northeast side and parking and stormwater management on the southwest side. The landowner sought density and other variances from the Zoning Board of Adjustment. The Zoning Board granted the relief sought (see Appendix V) and conditioned the approval on the creation of four affordable rental units in the development: one very low-, one low- and two moderate-income family apartments subject to UHAC standards. The Board's action took place in January 2019. The municipality is able to obtain four credits for the four apartments and four rental bonuses.

Diocese of Trenton Site

The Diocese of Trenton site is located next to the Burlington County Agricultural Center on Centerton Road. Recently, the Diocese has expressed interest in developing (or selling the property for development of) housing. This site is 17.8 acres, of which 1.85 acres are wetlands and 4.51 acres are unbuildable (a finger of land behind the Toll Brothers site against the interstate's right-of-way). The site is located in the SRI, Specially Restricted Industrial district, but will be rezoned as part of this process to permit residential development at the number of dwellings indicated. Northwest of the site are age-restricted single-family attached and single-family detached residential uses developed by Toll Brothers as part of the Laurel Creek development, which also

incorporates a golf course. The Centerton Road/CIS site is immediately to the northeast of the tract, where senior housing and a 100% affordable housing development are proposed.

The tracts will be developed with 83 single family attached dwellings with a density of six units per net acre and approximately 4.67 units per gross acre. Because Moorestown has adequate rental housing units and has maximized its rental bonuses, the tracts could be developed as either for-sale or rental units. In this instance, the site is being rezoned without developer interest so there is no opportunity to negotiate the tenure of its development for affordable housing. Through the negotiation process with the landowner, the site is anticipated to produce a minimum of 17 family affordable units at a 20% set-aside.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- Site Control (availability). The site has no known title defects or deed restrictions that preclude development of affordable housing.
- Suitability. The development of townhouses on the site will be similar to the age-restricted townhouse development across Centerton Road from the site. It is adjacent to the community gardens and farmer's market held at the Burlington County Agricultural Center, which is also dedicated to educating the general public about farm life and agricultural production. On the northeast, the site will be located next to multi-family age-restricted development. While the site is adjacent to the interstate, sufficient land is available to provide adequate buffering of the development from noise and lights. These land uses do not prevent the development of inclusionary development on the tract.
- Development of the site is consistent with the SDRP and the rules and regulations of all agencies with jurisdiction over the site. The site is located in a smart-growth planning area. The adopted 2001 State Plan designates the site as being located in the Suburban Planning Area, PA 2.
- Adequate Sewer and Water (developability). The site is located in the Mount Holly Municipal Utilities Authority sewer service area and the Township's public water service area. Water and sewer have been installed in Centerton Road as part of the development of Laurel Creek's residential development and the single office building.
- Approvability. Development of the site can be accomplished that is consistent with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.*

- The development is not within jurisdiction of a regional planning agency or CAFRA.
- The site will comply with all applicable environmental regulations. The site contains no steep slopes, stream corridors or flood hazard areas that could prevent its development with the proposed housing project. While there is a wetlands finger across the middle of the site, a crossing may be accomplished through the general permit allowances in the Freshwater Wetlands Protection Act which will permit the rear of the site to be developed.
- The development of the two tracts will not affect any known historic or archaeological resources as indicated in the Historic Preservation Element of the Master Plan.

In addition to site suitability, the developer of the affordable housing project will be required to meet the applicable requirements of UHAC.

- Administrative Entity. The Township will require that the residential developer will engage an administrative agent, as required by Chapter 97 of the Township Code as well as state regulation, to administer and affirmatively market the units at the two tracts, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Very Low-, Low- and Moderate-Income Distribution. At least half of the affordable units developed will be affordable to low-income households, with at least 13% affordable to very low-income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1 et seq.*
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls.
- Bedroom Distribution. The distribution of the number of bedrooms will follow UHAC regulations.
- Funding. As an inclusionary housing project, no outside sources of funding are anticipated.

Municipally Sponsored Construction of 100% Affordable Development

Municipally sponsored means a development in which all units are affordable to low- and moderate-income households (except for live-in employees) and where the municipality provides at least a commitment to fund any shortfall in the funding for the development.

Toll Brothers / Cameron General Contractors

Over the past 25 years or more, Toll Brothers has developed the Laurel Creek neighborhood and golf course, as well as an age-restricted development at the intersection of Hartford and Centerton Roads across Hartford from the Nagle Tract and across Centerton from the Burlington County Agricultural Center. Technically, the development was undertaken by Laurel Creek, L.P., a subsidiary of Toll Brothers, Inc. In the early 2000s, the southeast side of Centerton Road, in between the road and Interstate 295, also owned by Laurel Creek, L.P., was approved for an office park (Phase I of Toll Brothers' office development). Two other office phases were proposed but did not advance to the application stage.

On Block 8801, Lot 4, which has subsequently been subdivided, Toll Brothers was granted site plan and subdivision approval to construct three multi-story office buildings, but only one was constructed, on subdivided Lot 4.01. The building was subsequently sold to Comcast, Inc., and is used for their Comcast Business Services unit. Toll Brothers has abandoned the plan to complete the office development and entered into a purchase and sale agreement to sell all of its remaining land to Cameron General Contractors, an intervenor in the Township's Declaratory Judgment action. The land sale purchase has been completed by deed dated September 17, 2020. Cameron General Contractors established a separate development entity known as Parkers Bend Retirement Community, LLC, a subsidiary of the parent company, which took title to the property.

Cameron General Contractors has obtained Block 8801, Lots 4.02 and 4.03 which have been further subdivided into Lots 4.04 and 4.05. The lots are to the west and south of the office building and border the Diocese of Trenton site. Comcast Inc. had the right to approve the development on the other two original lots. Under the Settlement Agreement, the Township and the developer were required to obtain approval from Comcast Business Communications, LLC, the entity that owns Lot 4.01, for the construction of the senior development on those lots and submit Comcast's sign-off to the Court with this housing plan. The approval is included in Appendix R.

Cameron General Contractors received site plan and minor subdivision approval to construct 130 senior multi-family rental units on 8.31-acre Lot 4.02 in a single building that provides congregate dining and other services. This development will be all market rate units. In addition, Lot 4.04 – 2.29 acres – would be set aside for private roadway

access to the development as well as to new Lots 4.03 and 4.04. Under the settlement agreement with the developer, sufficient land would be earmarked for the development of 81 senior units (plus one manager's apartment) on Lot 4.03, which would be subdivided to add acreage to Lot 4.02, reducing Lot 4.03 to approximately 17 acres. Lot 4.03 would be deeded to Moorestown and Cameron General Contractors would pay a significant fee of \$2 million in lieu of construction of any affordable units on Lot 4.02. In addition, Cameron would bring utilities to Lot 4.03 and allow a shared access driveway from Lot 4.03 from Centerton Road. The adopted zoning districts, known as AMF-2 and AMF-5, implement the necessary regulations to build the developments as contemplated in the plan. See Appendix O.

Lot 4.05, in the southwest corner of the tract, is about 3.6 acres and has been retained by Cameron General Contractors. In the due diligence phase of the acquisition of the property, asphalt road millings were discovered on the property and will be remediated by the owner. No development is proposed on this lot and it will have no effect on the ability to develop build a 100% affordable housing development on the adjacent lot.

Centerton Road – Community Investment Strategies

Located behind the development being constructed by Cameron General Contractors is the proposed 100% affordable housing development on Block 8801, Lot 4.03. Originally the Township intended for the development to be solely age-restricted. Following an RFQ/RFP process, Moorestown selected Community Investment Strategies ("CIS") as the experienced entity to proceed with the project. After reviewing the program possibilities in conjunction with Township officials, CIS applied for a 75% senior and 25% special-needs mixed project in the September 2020 Low Income Housing Tax Credits round administered by the New Jersey Housing Mortgage and Finance Agency (a necessary financing vehicle for 100% affordable projects), to construct 60 affordable age-restricted units and 21 special-needs units plus a manager's unit. Should the 2020 application not be successful, CIS will apply again in 2021 in the senior round, and the project will be developed as originally envisioned, with 81 affordable age-restricted units. The Township is eligible for credit for the 21 special-needs units and the 60 age-restricted units and, as there is a commitment to build, also eligible for 21 rental bonuses credits from the special needs units. The Township is also seeking four rental bonus credits on the senior portion, which equals 12 units (each senior rental bonus credit being worth one-third of a unit). The Township will be the financial backstop for the development of the 100% affordable housing development. A resolution of intent to bond in the event that no other funding is available is found in Appendix E.

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing.

- Site Control (availability). The site has a clear title. Lot 4.03 will be conveyed to Moorestown, which will in turn donate the land as part of the CIS proposed development. Comcast Business Communications, LLC has signed off on the development of the housing project.
- Suitability. The site is adjacent to compatible land uses and has access to appropriate streets. Surrounding land uses include the previously described office building, a vacant parcel owned by the Diocese of Trenton to the west (also slated for inclusionary development), Interstate 295 to the southeast, Parker’s Creek, and both single-family detached and senior attached housing as part of the Laurel Creek neighborhood that also contains the Laurel Creek Country Club to the northwest. None of these uses are incompatible with multi-story multi-family residential development. The site is located on Centerton Road, which is a county arterial highway that connects to Hartford and Creek Roads, both of which are also county arterial roads. Creek Road has an interchange with Interstate 295 a short distance from the tract.
- The site is located in a smart-growth planning area. The adopted 2001 State Plan designates the site in the Suburban Planning Area, PA 2.
- Adequate sewer and water (developability). The site is located in a sewer service area and a public water area. The site is located within the sanitary sewer service area under the jurisdiction of the Mount Holly Municipal Utilities Authority (MHMUA). There are no known system constraints on the construction of additional housing on the site. Water is supplied by the Township of Moorestown. Utilities will be run into the site from Centerton Road, where they will be installed by Cameron General Contractors as part of its development.
- Approvability. The site can be developed in accordance with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1 et seq.* CIS received site plan approval on August 13, 2020.
- The development is not within jurisdiction of a regional planning Agency or CAFRA.
- The site will comply with all applicable environmental regulations. The tract area is 31.45 acres, but 9.32 acres are affected by wetlands and floodplain, for a net developable area of 22.13 acres. Since Parker’s Creek is tidally influenced, a waterfront development permit will be required. (A permit that had been obtained previously by Toll Brothers as part of its office complex approval has expired.) Lot 4.03 does not contain any known contamination, but an adjacent parcel, Lot 4.05, is being remediated from the dumping of asphalt millings on the property.

- The development of the tract will not affect any known historic or archaeological resources as indicated in the Historic Preservation Element of the Master Plan.

In addition to site suitability, the affordable housing project will meet the applicable requirements under UHAC.

- **Administrative Entity.** Community Investment Strategies, a qualified and experienced administrative agent, will administer and affirmatively market the units at the site, income-qualify applicants, place minimum 30-year affordability controls on the units, and provide long-term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and UHAC per *N.J.A.C. 5:80-26.1.*
- **Low/Moderate Income Split.** At least half of the affordable units developed will be affordable to low-income households, and at least 13% will be affordable to very low-income households. In the event that the actual number of affordable units constructed is an odd number, the units will always be split in favor of the low-income unit share per *N.J.A.C. 5:93-7.2* and the UHAC at *N.J.A.C. 5:80-26.1.*
- **Affirmative Marketing.** The affordable units will be affirmatively marketed in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1.*
- **Controls on Affordability.** The affordable units will have minimum 30-year affordability controls in accordance with COAH's rules and UHAC regulations.
- **Bedroom Distribution.** Community Investment Strategies will follow the UHAC requirements regarding bedroom distribution for the affordable housing development on the site.
- **Funding.** Funding will come from Low Income Housing Tax Credits, as well as a bundling of other funding sources. Community Investment Strategies has provided a financial pro forma for the development, which may be found in Appendix R.
- **Construction Schedule.** In accordance with *N.J.A.C. 5:93-5.5*, for non-inclusionary developments, a construction or implementation schedule, or timetable, must be submitted for each step in the development process, including preparation of a site plan, granting of municipal approvals, applications for state and federal permits, selection of a contractor, and construction. Community Investment Strategies has provided this schedule, which may be found in Appendix R. The schedule anticipates that, assuming tax credits are awarded in 2020, construction will begin on the project in late spring or early summer of 2021. Community Investment Strategies will be

responsible for undertaking and monitoring the construction and overall development activity.

Harper Drive Site

This site is a 3.12-acre¹⁴ property located at 307 Harper Drive on Block 3201, Lot 3 that has been augmented by the purchase of a 0.56 acre part of Lot 4, for a total lot area of 3.68 acres. The site has been rezoned to AMF-1, Affordable Multi-Family Residence 1, to accommodate the proposed development of a 100% affordable housing building (see Appendix O for the adopted ordinance). The site is located at the intersection of two collector roads, East Gate Drive and Harper Drive. East Gate Drive connects at a signalized intersection with Route 38, a four lane divided state highway. Harper Drive connects Pleasant Valley Avenue, a minor arterial, and Nixon Drive, which serves as the ring road to the Moorestown Mall and surrounding retail development. The property is presently vacant, but is part of the adjacent parcel, Lot 4, which is developed with offices. Offices are also located to the north, east and south of the lot. The property is located across East Gate Drive from a wooden open space area where a branch of Hooten Creek flows into Strawbridge Lake on the opposite side of Route 38. The recent updating of flood maps by FEMA indicates that the area of the site constrained by floodplain has lessened and effectively falls along the edge of East Gate Drive where there is a grove of trees. Previously, a third of the site was affected by floodplain. There is also a wetlands pocket in the same vicinity that affects a portion of the development, but the project can be constructed within these constraints.

The site has direct access to bus service on the Harper Drive frontage. The Moorestown Mall and other retail centers surrounding the mall are an employment center; the Harper Drive site is within walking distance. The site is served by public water and sewer and has no known capacity or constraints for the development of affordable housing. The property is within the East Gate Corporate Center office park. The site is near to Strawbridge Lake, a community-wide recreational facility parallel to the state highway.

The Township has executed a Developer's Agreement with affordable housing developer Pennrose Properties for the site. It acquired the property on December 26, 2019 and intends to convey it to Pennrose for nominal consideration, for the construction of 75 affordable family rental units and one manager's apartment using Low Income Housing Tax Credits. Additionally, while the Township had originally contemplated securing an easement to allow the use of 50 parking spaces on Block 3201, Lot 4, the associated lot, for residential parking, the Township has instead received minor subdivision approval to subdivide the lot and has purchased an additional 0.56 acres, which also will be conveyed to Pennrose.

¹⁴ - The site is listed as 4.75 acres on the tax map, but this area is incorrect. Acreage based on filed deed.

Pennrose has applied for the 2020 round of Low Income Housing Tax Credit awards. It has provided a financial pro forma and an outline of a construction schedule that, assuming tax credits from the 2020 round are awarded, shows completion of the project by the summer of 2022. Should the project not receive an award in 2020, the Developer's Agreement with Pennrose permits Pennrose to apply in two additional application rounds. (See Appendix T.)

As required in *N.J.A.C. 5:93-5.3*, affordable housing sites shall be approvable, developable, and suitable, as defined in *N.J.A.C. 5:93-1.3*, for the production of low- and moderate-income housing. As demonstrated below, this site meets these criteria.

- The site has a clear title and is free of encumbrances that preclude development of the affordable housing project.
- The site is adjacent to compatible land uses and has access to appropriate streets.
- Adequate Sewer and Water. The site is located in a sewer service area and a public water franchise area. The site is presently undeveloped but located within an office park that is served by both public water and sewer.
- The site can be developed in accordance with the Residential Site Improvement Standards, *N.J.A.C. 5:21-1* et seq.
- Development of the site is consistent with the State Plan and the rules and regulations of all agencies with jurisdiction over the site. The site is located in a smart-growth planning area. The adopted 2001 State Plan locates the site in the Metropolitan Planning Area, PA 1.
- The development is not within jurisdiction of a regional planning agency or CAFRA.
- The site can comply with all applicable environmental regulations. The site contains a pocket of wetlands and a small encroachment of the 100-year floodplain along its edge with East Gate Drive. However, the approved site plan accommodates these restrictions.
- The site will not affect any historic or architecturally important sites and districts. The site is not located in or proximate to an historic district.

In addition to site suitability, the affordable housing project will meet the applicable requirements in the Uniform Housing Affordability Control rules (UHAC) (*N.J.A.C. 5:80-26.1* et seq.).

- **Administrative Entity.** The affordable housing developer will administer and affirmatively market the units at the site, income-qualify applicants, place minimum 30-year affordability controls on the units and provide long-term administration of the units in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and UHAC per *N.J.A.C. 5:80-26.1.*
- **Low/Moderate Income Split.** Per the Developer's Agreement with Pennrose, 50% of the affordable units developed will be affordable to low-income households, and another 13% will be affordable to very low-income households. The remaining 37% will be affordable to moderate-income households. In the event that the actual number of affordable units constructed is an odd number, the units will always be split in favor of the low-income unit share per *N.J.A.C. 5:93-7.2* and UHAC at *N.J.A.C. 5:80-26.1.*
- **Affirmative Marketing.** The affordable units will be affirmatively marketed in accordance with COAH's rules at *N.J.A.C. 5:93-1 et seq.* and *N.J.A.C. 5:80-26.1.*
- **Controls on Affordability.** The affordable units will have minimum 30-year affordability controls in accordance with COAH's rules and UHAC regulations.
- **Bedroom Distribution.** The Township's affordable housing developer will follow the UHAC requirements regarding bedroom distribution for the affordable housing development on the site.
- **Funding.** Pennrose will seek Low Income Housing Tax Credits, as well as other available sources of funding. However, the Township has committed to providing a municipal subsidy to ensure the funding necessary to achieve the project. The amount of municipal subsidy will be addressed in a subsequent agreement with the developer.

Accessory Apartments

Should the developer of the Nagle Tract not secure a tax credit award for a mixed-income development on that site, and/or should the Township not fund the increased set-aside through other resources, the Township will implement a 15-unit accessory apartment program consistent with the requirements of *N.J.A.C. 5:93-5.9*. An accessory apartment is a self-contained residential dwelling unit with a kitchen, bathroom, sleeping quarters and a private entrance, created to be occupied by a low- or moderate-income household. The accessory apartment may be created within an existing unit, be an addition to or be created in an accessory building.

The housing stock in Moorestown lends itself to the establishment of accessory apartments, as the homes are large and older. Twenty percent of the Township's homes were constructed prior to 1939 and an additional 25% were constructed between 1940 and 1959. Additionally, 78% of the Township's housing stock has six or more rooms.

These older housing units with six or more rooms would be particularly appropriate for the creation of an accessory apartment.

The units will comply with *N.J.A.C. 5:93-5.9*, which requires, for example, 10-year affordability controls and demonstration that rents of accessory apartments will average 57.5% of median income, including utilities. Notwithstanding the minimum subsidies, the Township will provide a subsidy of \$20,000 for a moderate-income unit and \$25,000 for a low-income unit in direct funding. Very low-income units are not anticipated for this program. Accessory apartments are exempt from the bedroom distribution requirements (*N.J.A.C. 5:93-5.9(b)*). Additionally, this program will comply with the Uniform Housing Affordability Control rules (*N.J.A.C. 5:80-26.1 et seq.*) and will be administered by the Township's administrative agent. The Township will subsidize the program with development fees or other sources of municipal revenue as necessary, and will petition the Court for an update to its Spending Plan accordingly. See Appendix O for the adopted zoning ordinance amendment establishing accessory apartments as an allowed use in certain residential districts in the Township. Should the Township reactivate this program, it will utilize the operating manual adopted as part of its 2019 adopted Housing Element and Fair Share Plan, which appeared as Appendix M of that plan.

Market-to-Affordable

Should the developer of the Nagle Tract not secure a tax credit award for a mixed-income development on that site, and/or should the Township not fund the increased set-aside through other resources, the Township proposes to deed-restrict existing housing units to 12 moderate-income households through a market-to-affordable program. It is being limited to moderate-income households because of the difficulty of low-income households to obtain mortgages.

This program entails purchase of previously owned market-rate units and offering them for sale in sound condition to low- or moderate-income households. The Township will work with real estate professionals to identify eligible units, prioritizing vacant homes in the community. The program will comply with the requirements of *N.J.A.C. 5:97-6.9* as follows:

- The Township will provide an average subsidy of \$80,000 per unit.
- The Township meets the requirement that no more than 10 for-sale and 10 rental units, or an amount equal to a combined total of 10% of the fair share obligation, whichever is greater, may be used to address the fair share obligation. The Township will offer 12 for-sale units, less than 10% of its fair share obligation.

- The units shall comply with *N.J.A.C. 5:97-9* and UHAC, with exceptions as follows:
 - The program is exempt from bedroom distribution requirements, although the Township may not restrict the number of bedrooms in the units;
 - The program is exempt from the requirements for low/moderate-income split but the low-income units that would have been required must be provided for elsewhere in the plan. The township will offset the 12 units of moderate-income housing with 20 very low-income units being provided by Community Options for supportive housing and 15 accessory apartment units (10 low- and five moderate-income);
 - The program is exempt from the requirements for average affordability (*N.J.A.C. 5:80-26.3(d)* and (e)), with the exception that the maximum sales price for the units shall be affordable to households earning no more than 70% of median income.
- The Township will provide all required documentation, as detailed further in a checklist provided by the Council.
- The Township will petition the Court to update its Spending Plan as necessary to include the required documentation of the sources of funding for this program, and the Township has adopted a municipal resolution of intent to bond (Appendix E) in the event of a shortfall of funds.
- Should the Township reactivate this program, it will utilize the operating manual adopted as part of its 2019 adopted Housing Element and Fair Share Plan, which appeared as Appendix N of that plan.
- The Township will affirmatively market these units according to the requirements of its affirmative marketing plan (Appendix K).
- The program will be administered by the Township's administrative agent.

LOW- AND MODERATE-INCOME SPLIT; VERY LOW-INCOME UNITS

N.J.A.C. 5:93-7.2 and *N.J.A.C. 5:80-26.3(a)* require half of all affordable units to be affordable to low-income households. Of the Township's Third Round compliance mechanisms, 227 of 381 units subject to these income distribution requirements are or will be low-income units, exceeding the 191-unit minimum.

Additionally, the 2008 amendments to the FHA, P.L. 2008, c.46 (codified as N.J.S.A. 52:27D-329.1) require municipalities to provide the opportunity for very low-income units equal to 13% of all affordable units approved and constructed after July 1, 2008. Pursuant to the Settlement Agreement, Moorestown will ensure that at least half of these very low-income units will be available to families. The Township has revised Chapter 97, Affordable Housing, attached as Appendix P, to ensure the minimum 13% very low-income unit count is met, including the 50% requirement for family units. Moorestown's very low-income obligation is 13% of 346 units, or 44.98 units, rounded up to 45 units. Of those, at least 23 must be available to families.

In the Third Round, the two Oaks Integrated Care units are very low-income; the 20 Community Options group homes will be all very low-income units; there is one very low-income unit at Creed II; and Harper Drive, Centerton Road, Sbar Boulevard, MRD, Nagle, and Trenton Diocese will produce 54 very low-income units, for a total of 77 very low-income units, more than the 45 required. Harper Drive, Sbar Boulevard, MRD, Diocese of Trenton, Land Resource Solutions and Nagle will produce 33 units available to non-age-restricted families, thereby exceeding the requirement of 23 very low-income family units.

Table 31. Income Distribution of Third Round Units

Compliance Mechanism	Units	Units Generating VLI Obligation	Very Low-Income	Low-Income	Moderate Income
Oaks Integrated Care (3 of 11)	2	2	2		
Community Options Group Homes	20	20	20		
428 Camden Avenue	1			1	
Creed II	8		1	3	4
Linden Place	26			26	
Harper Drive	75	75	10	38	27
Centerton Road (21 special-needs, 60 age-restricted)	81	81	21	20	40
Sbar Boulevard	36	36	5	13	18
MRD	35	35	5	13	17
Diocese of Trenton	17	17	2	7	8
Nagle Tract	76	76	10	28	38
Land Resource Solutions	4	4	1	1	2
Total	381	346	77	150	154
Third Round Very Low-Income Obligation @ 13% of 346		45			

MECHANISMS TO ADDRESS UNMET NEED

The difference between the Realistic Development Potential and the affordable housing obligation as determined by an allocation formula is called the Unmet Need. *N.J.A.C. 5:93-4.2(h)* sets forth the discretionary types of compliance mechanisms to address Unmet Need for the Second Round:

1. Zoning amendments that permit apartments or accessory apartments;
2. Overlay zoning requiring inclusionary development or the imposition of a development fee consistent with *N.J.A.C. 5:93-8*. In approving an overlay zone, the governing body may allow the existing use to continue and expand as a conforming use, but provide that where the prior use on the site is changed, the site shall produce low- and moderate-income housing or a development fee; or
3. Zoning amendments that impose a development fee consistent with *N.J.A.C. 5:93-8*.

Consistent with Paragraph 1, though not originally intended as an unmet need mechanism, an accessory apartment provision was created for up to 15 such units in the municipality by Ordinance 14-2019, adopted on July 22, 2019. Consistent with Paragraph 2 above and the Settlement Agreement, a Mandatory Affordable Housing Set-Aside that applies Township-wide was adopted as Ordinance 23-2018 in December 2018. Further description of ordinance is found below. Consistent with Paragraph 3 above, Moorestown first introduced a development fee ordinance in 1995 that was last amended in 2009 following approval by COAH (see below for further description and Appendix L).

Following are additional unmet need compliance mechanisms for the Third Round that were previously approved by the Court and continued with this revised housing plan.

Moorestown Mall

The Settlement Agreement for the Moorestown Mall requires an overlay district on the Moorestown Mall to permit a certain level of redevelopment for the potential construction of up to 1,065 housing units, of which 213 are to be affordable. The Agreement also sets certain parameters about the redevelopment of the mall itself, as indicated below from Exhibit B:

Overlay zoning will be applied to the Moorestown Mall site (Block 3000, Lots 2, 3, 3.01, 3.02, 5) that will facilitate its redevelopment from a single use and single story retail center to a mixed use center that will serve as a destination for

Township residents and visitors. The gross density of 14 du/ac will allow for up to 1,065 housing units (including 213 affordable units calculated at a 20% set-aside rate); however, the site's redevelopment will concentrate residential uses in portions of the site, allowing for significantly higher net densities in some areas and lower net densities in others. The Township will establish a maximum building height of not less than four stories. Residential uses will be permitted as part of mixed use buildings as well as single use townhouse and multi-family buildings. Nonresidential uses permitted on the site will be expanded to include not only retail and dining but also office, services, commercial recreation, entertainment uses, hotels and open space. The site will be redesigned to create a walkable environment with "street facing" commercial uses where visitors are encouraged to park once and access the site on foot. Building height and bulk standards will be further addressed as part of the zoning amendments for the site. The redeveloped site will incorporate substantial percentages of open space and other public amenities to encourage outdoor gatherings.

An overlay zoning district was adopted, the Mixed Use Overlay District I, by Ordinance 2-2020 on February 24, 2020 that permits the redevelopment of the mall into a mixed-use center. This means that the residential and commercial uses would be constructed in an integrated, planned fashion. However, the structure to achieve that goal has differed between the Township and the Pennsylvania Real Estate Investment Trust (PREIT) that is the parent company of the mall owner, which provoked an objection from PREIT at the time of the originally scheduled compliance hearing. In response, the Township drafted a revised overlay ordinance, accounting for certain objections, that was then shared with PREIT. Subsequently, the two parties undertook extensive discussions moderated by the special court master. As part of those discussions, at the express request of PREIT the Township did not introduce the revised overlay ordinance. As of the date of this housing plan, an agreement has not been reached, though a draft agreement will be considered prior to the compliance hearing in this matter. If an agreement is reached that meets the fairness test as determined by the Court, then a revised MX-1 district will be adopted via a redevelopment plan, within such time prescribed in the in the PREIT Agreement.

Irrespective of whether an agreement is reached, in lieu of or in conjunction with a revised MX-1 district, the Township may create a redevelopment plan if the tract qualifies as an area in need of redevelopment. To the extent no agreement is reached, the Township intends to introduce the revised overlay ordinance that would have already been introduced (and likely adopted) but for PREIT's request, and the Township's acquiescence to the request, to hold off on the ordinance as a demonstration of good faith during negotiations.

Kmart Center

Ordinance 2-2020 also created the MX-2, Mixed Use Overlay District 2, which applies to the Kmart Center that is directly across Route 38 from the Moorestown Mall. The intent of the ordinance for the MX-2 is also to facilitate the mall's redevelopment from a single-use and single-story retail center to a mixed-use center. The gross density of 14 dwelling units per acre will allow for up to 390 housing units, including 78 affordable units calculated at a 20% set-aside.

Lenola Shopping Center

The Lenola Town Center Overlay District was adopted on December 16, 2019 to address unmet need through the redevelopment of the Lenola Shopping Center. The intention is that this additional allowed use will facilitate the shopping center's redevelopment from a single-use, single-story retail center to a mixed-use center. Consistent with the Court-approved and binding FSHC Settlement Agreement, the overlay zoning will limit the residential development to a maximum of 60 residential units with a minimum 20% set-aside. Commercial uses, including all of the types of uses currently allowed and existing, will also be permitted. Residential uses will be permitted above first-floor commercial uses in mixed-use buildings and as standalone multi-family buildings. Redevelopment will enable buildings to be built outside of the floodway of the North Branch of the Pennsauken Creek and located closer to the street in accordance with the design objectives of the Lenola Town Center. See Appendix O for the ordinance.

Mandatory Set-Aside Ordinance

Pursuant to the FSHC Agreement, by the end of 2018 the Township was required to introduce an ordinance establishing a Township-wide mandatory set-aside for low- and moderate-income households. The ordinance applies to any multi-family or single-family attached development of five or more additional units over and above what would be permitted as of right for densities equal to or greater than six units per acre. The method of increased density could occur through a rezoning to higher density, Zoning Board decision for a use or density variance, or through a redevelopment and/or rehabilitation plan. The set-aside would be 20% if the affordable units will be for-sale and 15% if the affordable units will be for-rent. This ordinance requirement would not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of Moorestown to grant such rezoning, variance or other relief. The ordinance will also prohibit developers from subdividing sites to avoid complying with the terms of the mandatory set-aside requirement. The Township-wide mandatory inclusionary set-aside has certain exemptions and does not supersede the requirements or provisions of any districts zoned inclusionary residential development. See Appendix O for the mandatory set-aside ordinance. The

Township Council adopted the ordinance on December 10, 2018, as Ordinance 23-2018.

DEVELOPMENT FEE ORDINANCE

Moorestown has established a development fee ordinance for the collection of development impact fees (adopted May 3, 1995, last amended on March 26, 2009). The funds from the collection of fees will be utilized as provided for in the Spending Plan. The Township seeks formal approval from the Court for the continued use of the Development Fee Ordinance, found in Appendix L.

AFFORDABLE HOUSING TRUST FUND

As of September 30, 2020, the Township of Moorestown has collected \$10,542,886.62, expended \$9,774,521.49, and has a trust fund balance of \$768,367.13. Accumulated interest income as of September 30, 2020 is \$557,018.86 and is included in the gross revenue, above. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees have been and continue to be deposited in a separate interest-bearing affordable housing trust fund in TD Bank, N.A., for the purposes of affordable housing. As noted below, annual reporting of all trust fund activity will be posted on the Township's website and provided to FSHC, per the terms of the Settlement Agreement.

SPENDING PLAN

The Township's Spending Plan, which discusses anticipated revenues, collection of revenues, and the use of revenues, was prepared in accordance with *N.J.A.C. 5:93-5.1(c)*. The Township's amended 2020 Spending Plan is included as Appendix N to this plan. Moorestown seeks approval from the Court for the Spending Plan. All collected revenues are placed in the Township's Affordable Housing Trust Fund and will be dispensed for the use of affordable housing activities as indicated in the Spending Plan. In general, the Township anticipates using the funds for the rehabilitation program, extension of expiring controls efforts, to purchase and convey land for the construction of the municipally sponsored 100% affordable developments on Harper Drive, to provide affordability assistance for the provision of very low-income units and for administrative expenses as permitted by applicable rule. The Township may, in the future, seek to amend its Spending Plan for a market-to-affordable and accessory apartment program should the Nagle tract project fail to secure federal tax credits and to further obtain the approval of a court of competent jurisdiction to use the affordable housing trust fund for the following additional permitted affordable housing activities, subject to applicable limitations and minimum expenditures:

- Other new construction;

- Rehabilitation of structurally deficient housing units;
- Additional extensions of affordability controls on units for which affordability controls have expired or are scheduled to expire during the Third Round;
- Purchase of additional land for low- and moderate-income housing;
- Improvement of land to be used for low- and moderate-income housing;
- Extensions and/or improvements of roads and infrastructure to low- and moderate-income housing sites; and
- Assistance designed to render units to be more affordable.

At least 30% of development fees and interest collected to date shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in a municipal Fair Share Plan and for the creation of very low-income units. Additionally, no more than 20% of the revenues collected from development fees each year shall be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a rehabilitation program, a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program.

Pursuant to the Court-approved Settlement Agreement, the adoption of the Township's Spending Plan will constitute a "commitment" for expenditure per the FHA at *N.J.S.A. 52:27D-329.2* and *-329.3*, with a four-year time period for expenditure that will start with the entry of the Superior Court's Judgment of Compliance and Repose.

COST GENERATION

Moorestown's zoning ordinance has been reviewed to eliminate unnecessary cost-generating standards. Moorestown shall comply with COAH's requirements for unnecessary cost-generating requirements as expressed in *N.J.A.C. 5:93-10.2* and requirements for special studies and escrow accounts when an application contains affordable housing, *N.J.A.C. 5:93-10.3*.

MONITORING

In accordance with paragraphs 20 and 21 of the Settlement Agreement with FSHC, Moorestown has completed or will complete monitoring reports of the Affordable Housing Trust Fund and of the affordable housing units and programs on the following schedules:

- Annual reports on the status of all affordable housing activity through postings on the municipal website and a copy provided to FSHC on March 16 of each year.
- Triennial report on the status of the Township's satisfaction of the very low-income housing requirements stated in the Settlement Agreement and the Fair Housing Act, the posting of which shall invite any interested party to submit comments to the Township and Fair Share Housing Center as to the satisfaction of the same requirement. The first such report shall be issued within 30 days of March 16, 2021, and the second shall be issued within 30 days of March 16, 2024.
- Midpoint Realistic Opportunity Review was issued on July 1, 2020. The report includes the status as to the implementation of the housing plan and the continued realistic opportunity presented by any unbuilt sites or other unfulfilled mechanisms. The posting of this report invited comments to the municipality and FSHC regarding the realistic opportunity presented by such sites or mechanisms. No comments were received.

AFFORDABLE HOUSING ORDINANCES AND AFFIRMATIVE MARKETING

Moorestown has instituted an Affordable Housing Ordinance, Chapter 97, Affordable Housing, establishing affirmative marketing procedures, affordability controls, and development impact fees, referencing the standards of the Uniform Housing Affordability Controls codified at *N.J.A.C. 5:80-26.1*. The municipality's Affordable Housing Ordinance governs the establishment of affordable units in the Township as well as regulating the occupancy of such units in accordance with these requirements. Notwithstanding these regulations, a revised Affordable Ordinance has been prepared to address the Settlement Agreement's terms and conditions, including monitoring, affirmative marketing, and the creation of very-low income units, that differ to a degree from the UHAC requirements.

The Affordable Housing Ordinance includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance to *N.J.A.C. 5:80-26.1*. All newly created affordable units will comply with the thirty-year affordability control required by *N.J.A.C. 5:80-26.5* and *5:80-26.11*. This plan is required to be adhered to by all private, nonprofit or municipal developers of affordable housing units and is required to cover the period of deed restriction or affordability controls on each affordable unit as necessary. The costs of implementing the affirmative marketing plan (i.e., the costs of advertising the affordable units) will be the responsibilities of the developers of the affordable units. This requirement is included in the Affordable Housing Ordinance and shall be a condition of any municipal development approval or agreement with the

developer of the municipality's two affordable housing sites. See Appendix P for the Affordable Housing Ordinance that includes these requirements.

The Affordable Housing Ordinance also includes requirements for the affirmative marketing of the availability of affordable housing units in the tri-county region and beyond. Each affirmative marketing plan is reviewed and approved by a Township representative and is required to be designed to attract to the affordable units located in the Township 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. Additionally, the affirmative marketing plan is intended to target those potentially eligible persons who are least likely to apply for affordable units and who reside in Housing Region 5, consisting of Burlington, Camden, and Gloucester counties. See Appendix K for checklist forms for groups to contact and Appendix P for the affirmative marketing plan regulations.

SUMMARY

Moorestown Township has demonstrated a long history of compliance with the constitutional obligations of the Mount Laurel Doctrine and the Fair Housing Act. The municipality has never failed to apply for substantive certification of its Housing Element and Fair Share plans and has been granted such certifications when the New Jersey Council on Affordable Housing was a viable agency, except where the Courts invalidated the applicable regulations before COAH could certify the plans.

This document, the Township's 2020 amended Housing Element and Fair Share Plan, demonstrates that the municipality will address its rehabilitation and new construction obligations through the mechanisms agreed upon between the Township and Fair Share Housing Center and approved by the Court.

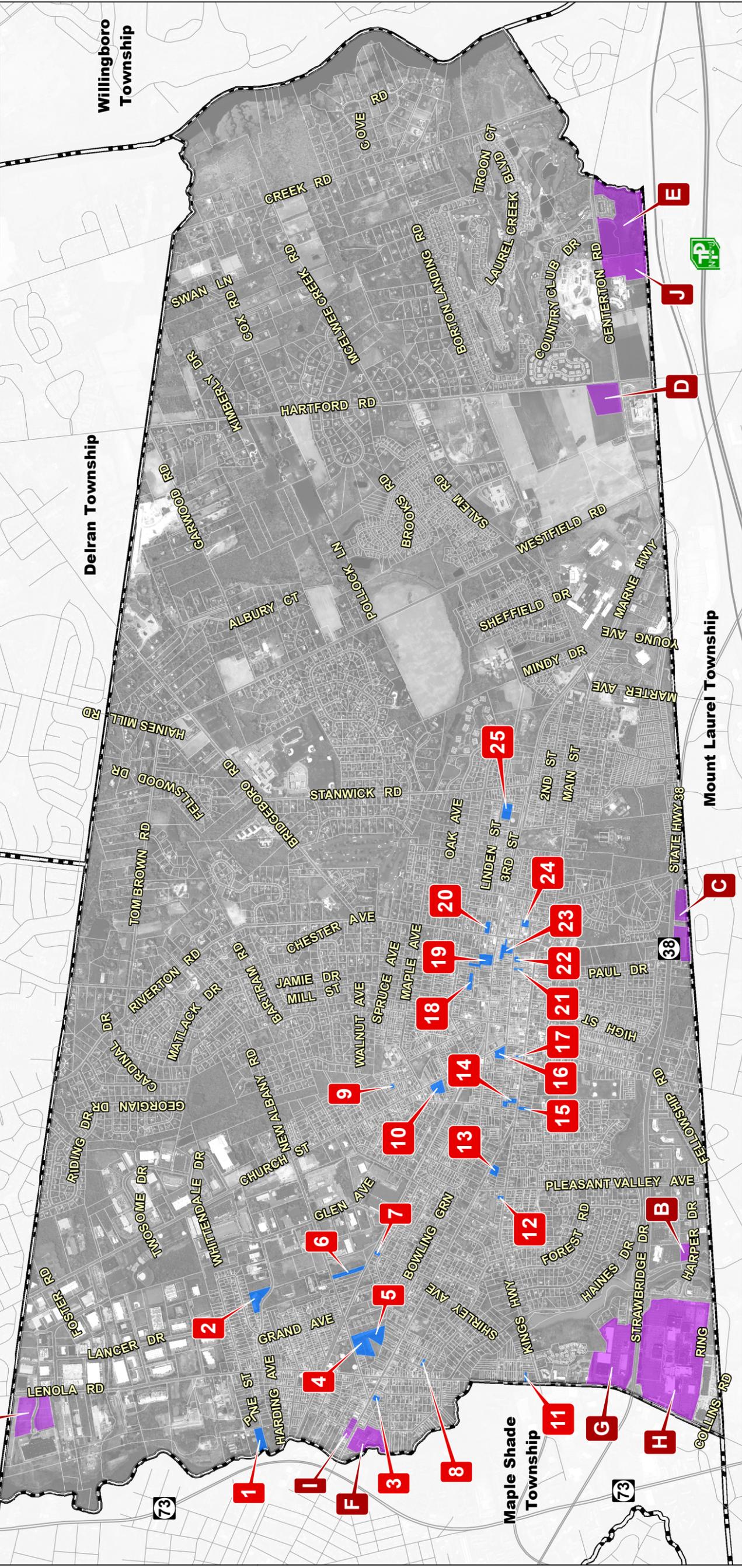
Site #	Built Sites	Proposed Sites
A	Sbar Blvd	Sbar Blvd
B	Harper Site	Harper Site
C	MRD	MRD
D	Nagle Tract	Nagle Tract
E	Centerton Road	Centerton Road
F	Lenola Shopping Center	Lenola Shopping Center
G	Kmart Shopping Center	Kmart Shopping Center
H	Moorestown Mall	Moorestown Mall
I	Land Resource Solutions	Land Resource Solutions
J	Diocese of Trenton	Diocese of Trenton

Site #	Built Sites
19	Teabury Run
20	Creed I and II
21	66-68 E. Second Street
22	Court House
23	Chestertowne Village
24	Stokes Place
25	Linden Place

Site #	Built Sites
10	Cedar Court
11	411 South Lenola Road
12	Kings Highway, Inc.
13	428 Camden Ave
14	Musser Court
15	A.D.E.P.T. Programs, Inc.
16	Colonial Arms
17	Fire House
18	Beech Street

Site #	Built Sites
1	240 Pine Street
2	Redleaf Woods (Twin Oaks)
3	Clover
4	Lenola School Apartments
5	School House Mews
6	Albany Acres
7	Foundation for the Challenged, Inc.
8	Family Services (Twin Oaks)
9	528 Bethel Ave

Site #	Built Sites
1	240 Pine Street
2	Redleaf Woods (Twin Oaks)
3	Clover
4	Lenola School Apartments
5	School House Mews
6	Albany Acres
7	Foundation for the Challenged, Inc.
8	Family Services (Twin Oaks)
9	528 Bethel Ave



Affordable Housing Sites

LOCATION: Moorestown Township, Burlington County, NJ | DATE: December 2019

Legend

- Affordable Housing Sites (Proposed)
- Affordable Housing Sites (Built)

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

0 4,000 FT

Appendix A

2018 Settlement Agreement 2019 Amendments to the Settlement Agreement



Peter J. O'Connor, Esq.
Kevin D. Walsh, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David T. Rammler, Esq.
Joshua D. Bauers, Esq.

March 16, 2018

Kelly Grant, Esq.
Capehart Scatchard
142 West State Street
Trenton, NJ 08608

Re: In the Matter of the Moorestown, County of Burlington
Docket No. BUR-L-1604-15

Dear Mr. Walsh:

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

Background

Moorestown filed the above-captioned matter on July 8, 2015 seeking a declaration of its compliance with the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq. in accordance with In re N.J.A.C. 5:96 and 5:97, supra. Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and to present that settlement to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it avoids delays and the expense of trial and results more quickly in the construction of homes for lower-income households.

Settlement terms

The Township and FSHC hereby agree to the following terms:

1. FSHC agrees that the Township, through the adoption of a Housing Element and Fair Share Plan conforming with the terms of this Agreement (hereafter "the Plan") and through the implementation of the Plan and this Agreement, satisfies its obligations under the Mount Laurel doctrine and Fair Housing Act of 1985, N.J.S.A. 52:27D-301 et seq., for the Prior Round (1987-1999) and Third Round (1999-2025).
2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when Third Round fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding a municipality's Third Round present and prospective need instead of doing so through plenary adjudication of the present and prospective need.
3. FSHC and Moorestown hereby agree that Moorestown's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹)	19
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	621
Third Round (1999-2025) realistic development potential (RDP)	606

4. For purposes of this Agreement, the Third Round Obligation shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017), plus the Prospective Need, which is the obligation from 2015-2025.
5. The Township's efforts to meet its present need include the following: Participation in the Burlington County Home Improvement Loan Program and operation of a supplemental municipal rehabilitation program for renter-occupied units that shall meet the requirements of NJAC 5:97-6.2. This is sufficient to satisfy the Township's present need obligation of 19 units.
6. As noted above, the Township has a Prior Round prospective need of 621 units, which is met as shown in Exhibit B.
7. Pursuant to a vacant land adjustment, as documented in Exhibit C, the Township's Realistic Development Potential ("RDP") is 606 units. The RDP and unmet need shall be met as shown in Exhibit B.
8. The Township intends to provide a realistic opportunity for the development of affordable housing through the adoption of inclusionary zoning on the following sites:
 - Sbar Blvd.
 - MRD
 - Nagle

The Township will provide a realistic opportunity for the development of additional affordable housing that will be developed or created through means other than inclusionary zoning as demonstrated in Exhibit D. In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation as follows: Adoption of a Resolution of Intent to Fund Shortfall prior to the compliance hearing on this matter.

¹ Pursuant to this Settlement Agreement, Moorestown has received a downward adjustment in the amount of 30% from 1,667 (calculated by David Kinsey, PhD) to a total obligation of 1,167 units. The Sources of the obligation is David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of this settlement, except that the Township shall not be required to bond for the development of its municipally sponsored sites until 30 days after the awards are announced in the third Low Income Housing Tax Credit (LIHTC) application period established held by NJHMFA after the date of the execution of this Agreement, even if that period of time is greater than two (2) years, provided that in no circumstance shall the time for the beginning of construction exceed three years from the court's approval of this Agreement at a fairness hearing. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township shall show how these obligations will be met as part of the Housing and Fair Share Plan prepared pursuant to this Agreement.

9. With regard to the accessory apartment and market-to-affordable compliance mechanism addressed in Exhibit D to this Agreement, the following terms shall apply:
 - a. With regard to accessory apartments, the parties agree that the viability of this compliance mechanism should be reviewed during the midpoint realistic opportunity review pursuant to N.J.S.A. 52:27D-313.
 - b. With regard to the 30-unit market-to-affordable program, one-third (10) of the units shall be available for occupancy by lower-income households by July 1, 2020; another one-third (10) of the units shall be available for occupancy by lower-income households by July 1, 2022; and the final one-third (10) of the units shall be available for occupancy by lower-income households by July 1, 2024.
 - c. Units created through the market-to-affordable program shall have minimum 30-year affordability controls in accordance with UHAC regulations.
 - d. With regard to special needs housing required by this Agreement, the Township shall ensure that one-quarter of the 20 units required to be provided in this Agreement are available by July 1, 2020, with another one-quarter of the 20 units to be provided on July 1, 2021, July 1, 2022, and July 1, 2023.
10. With regard to the Pennrose 100% affordable development addressed in Exhibit D to this Agreement, the parties agree that the Township has an obligation to demonstrate before or during the compliance hearing in this matter that the site is available and that no valid deed restrictions limit the ability of the developer to develop the site in the manner contemplated by this Agreement. In the event that the municipality cannot demonstrate that the site is available for its proposed use, the municipality shall provide alternative compliance mechanisms that will provide the number of affordable family rental units with the same bedroom and affordability restrictions planned for the Pennrose site.
11. The parties agree that the entire agreed upon third round obligation is 1,167 units, which includes both the Gap Present Need (1999-2015) and the Prospective Need (2015-2025); this obligation consists of both the Third Round RDP of 606 and the Third Round Unmet Need of 561 (1,167 - 606 = 561). The parties further agree the Township's compliance mechanisms sufficiently address this obligation as shown in Exhibit B.

An affordable housing set-aside of 20%, if the affordable units will be for-sale, and 15%, if the affordable units will be for rent, shall be required for all new multi-family residential developments of five (5) or more additional units (over and above those already permitted

as of right) that are developed at a density of six (6) or more units per acre which developments become permissible through either a use variance, a density variance increasing the permissible density at the site, a rezoning permitting multi-family residential housing where not previously permitted or a new or amended redevelopment plan or a new or amended rehabilitation plan. This does not give any developer the right to any such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief, or establish any obligation on the part of the municipality to grant such rezoning, variance, redevelopment designation or redevelopment plan approval or other relief. This provision shall not apply to sites zoned for inclusionary residential development or for which an inclusionary residential redevelopment plan has been adopted consistent with the municipality's Court-approved Housing Element and Fair Share Plan, which sites shall comply with the applicable adopted zoning or redevelopment plan requirements for the provision of affordable housing. No site shall be permitted to be subdivided so as to avoid compliance with this requirement.

Further, the parties agree to request that the court enter a Judgment of Compliance and Repose in this declaratory judgment action that provides that the fact that the municipality has an unmet need: (a) shall not be deemed a legal reason to warrant the grant of any rezoning, variance or other relief; (b) shall not give any developer the right to any rezoning, variance or other relief; (c) shall not establish any obligation on the part of the municipality to grant any rezoning, variance or other relief; and (d) shall not be the basis of any rezoning, variance or other relief, including but not limited to any relief requested through litigation, including but not limited to a builder's remedy and/or an appeal of a planning board or zoning board of adjustment denial of an application.

12. The Township agrees to require 13% of all units referenced in this Agreement, excepting those units that were constructed or granted preliminary or final site plan approval prior to July 1, 2008, to be very low income units, with half of the very low income units being available to families. The municipality agrees that all developers of new affordable units, including developers of 100% affordable projects and projects utilizing LIHTC financing, will reserve at least 50% of the units for low income households, including reservation of 13% of the units for very low income households. The market to affordable and accessory apartment programs shall not be required to create very low income units; the obligation to do so for units in these programs shall be addressed by the special needs units created in partnership with Community Options, or other special needs housing provider approved by the Township.
13. The Township shall meet its Third Round Obligation in accordance with the following standards as agreed to by the Parties and reflected in the table in paragraph 6 above:
 - a. Third Round bonuses will be applied in accordance with N.J.A.C. 5:93-5.15(d).
 - b. At least 50 percent of the units addressing the Third Round Obligation shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Obligation shall be met through rental units, including at least half in rental units available to families.
 - d. At least half of the units addressing the Third Round Obligation in total must be available to families.

- e. The Township agrees to comply with an age-restricted cap of 25% and to not request a waiver of that requirement. This shall be understood to mean that in no circumstance may the municipality claim credit toward its fair share obligation for age-restricted units that exceed 25% of all units developed or planned to meet its cumulative prior round and third round fair share obligation.
14. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), the following: FSHC, 510 Park Blvd, Cherry Hill, NJ; the Latino Action Network, PO Box 943, Freehold, NJ 07728; Willingboro NAACP, Ms. Kyra Price, PO Box 207, Roebling 09854, Southern Burlington County NAACP, PO Box 3211, Cinnaminson, NJ 08077; the Supportive Housing Association, 15 Alden St # 14, Cranford, NJ 07016; and the New Jersey Housing Resource Center. The Township shall, as part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice to those organizations of all available affordable housing units. The Township also agrees to require any other entities, including developers or persons or companies retained to do affirmative marketing, to comply with this paragraph.
 15. All units shall include the required bedroom distribution, be governed by controls on affordability and affirmatively marketed in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et. seq. or any successor regulation, with the exception that in lieu of 10 percent of affordable units in rental projects being required to be at 35 percent of median income, 13 percent of affordable units in such projects shall be required to be at 30 percent of median income, and all other applicable law. In accordance with UHAC, the Township agrees not to release controls on affordability of 30 or more years until the minimum period of affordability has expired. The Township as part of its HEFSP shall adopt and/or update appropriate implementing ordinances in conformance with standard ordinances and guidelines developed by COAH to ensure that this provision is satisfied. Income limits for all units that are part of the Plan required by this Agreement and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by HUD as follows:
 - a. Regional income limits shall be established for the region that the Township is located within (i.e. Region 5) based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in the Township's housing region. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be 80 percent of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be 50 percent of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be 30 percent of the regional weighted average median income for a family

- of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.
- b. The income limits attached hereto as Exhibit A are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2017, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - c. The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.
 - d. The parties agree to request the Court prior to or at the fairness hearing in this matter to enter an order implementing this paragraph of this Agreement.
16. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b and all other applicable law.
17. As an essential term of this Agreement, within 120 days the Township shall introduce ordinances amending the Zoning Ordinance to implement the terms of this Agreement and the zoning contemplated herein as related to the compliance mechanisms that are relied up to address the RDP and the Lenola Shopping Center site, as shown in Exhibit B, and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this Agreement. Within 18 months of court approval of this Settlement Agreement at a fairness hearing, the Township shall introduce and adopt ordinances or Redevelopment Plan(s) addressing the Kmart and Moorestown Mall sites amending the Zoning Ordinance as related to satisfying the unmet need, as shown in Exhibit B.
18. The parties agree that if a decision of a court of competent jurisdiction in Burlington County, or a determination by an administrative agency responsible for implementing the Fair Housing Act, or an action by the New Jersey Legislature, would result in a calculation of an obligation for the Township for the period 1999-2025 that would be lower by more than ten (10%) percent than the total prospective Third Round need obligation of 1167 units established in this Agreement, and if that calculation is memorialized in an unappealable final judgment, the Township may seek to amend the judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this Agreement and to implement all compliance mechanisms included in this Agreement, including by adopting or leaving in place any site specific zoning adopted or relied upon in connection with the Plan adopted pursuant to this Agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; maintaining all mechanisms to address unmet need, including on the Lenola Shopping Center, Kmart, and Moorestown Mall sites; and otherwise fulfilling fully the fair share obligations as established herein. The reduction of the Township's obligation below that established in this Agreement does not provide a basis for seeking leave to amend this Agreement or seeking leave to amend an order or

judgment pursuant to R. 4:50-1. If the Township prevails in reducing its prospective need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

19. The Township shall prepare a Spending Plan within the period referenced above, subject to the review of FSHC and approval of the Court, and reserves the right to seek approval from the Court that the expenditures of funds contemplated under the Spending Plan constitute "commitment" for expenditure pursuant to N.J.S.A. 52:27D-329.2 and -329.3, with the four-year time period for expenditure designated pursuant to those provisions beginning to run with the entry of a final judgment approving this settlement in accordance with the provisions of In re Tp. Of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563). On the first anniversary of the execution of this Agreement, which shall be established by the date on which it is executed by a representative of the Township, and on every anniversary of that date thereafter through the end of the period of protection from litigation referenced in this Agreement, the Township agrees to provide annual reporting of trust fund activity to the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services, or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing, or Local Government Services. The reporting shall include an accounting of all housing trust fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
20. On the first anniversary of the execution of this Agreement, and every anniversary thereafter through the end of this Agreement, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the Special Master and FSHC.
21. The Fair Housing Act includes two provisions regarding action to be taken by the Township during the ten-year period of protection provided in this Agreement. The Township agrees to comply with those provisions as follows:
 - a. For the midpoint realistic opportunity review due on July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329.1, within 30 days of the third anniversary of this Agreement, and every third year thereafter, the Township will post on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its satisfaction of its

very low income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and Fair Share Housing Center on the issue of whether the municipality has complied with its very low income housing obligation under the terms of this settlement.

22. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a motion to intervene or an answer or other pleading. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor, but the absence of such an order shall not impact FSHC's rights.
23. This Agreement must be approved by the Court following a fairness hearing as required by Morris Cty. Fair Hous. Council v. Boonton Twp., 197 N.J. Super. 359, 367-69 (Law Div. 1984), aff'd o.b., 209 N.J. Super. 108 (App. Div. 1986); East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311, 328-29 (App. Div. 1996). The Township shall present its planner as a witness at this hearing. FSHC agrees to support this Agreement at the fairness hearing. In the event the Court approves this proposed settlement, the parties contemplate the municipality will receive "the judicial equivalent of substantive certification and accompanying protection as provided under the FHA," as addressed in the Supreme Court's decision in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1, 36 (2015). The "accompanying protection" shall remain in effect through July 1, 2025. If this Agreement is rejected by the Court at a fairness hearing it shall be null and void. If this Agreement is approved by a court at a fairness hearing, FSHC agrees to request that the court dismiss FSHC's pending counterclaims with prejudice in the order approving the Agreement. In the alternative, if the order issued by the court approving the Agreement does not dismiss the counterclaims, FSHC will file a stipulation of dismissal within 5 days of the entry of a court order approving the Agreement.
24. Moorestown Township agrees to pay \$40,000 in attorney fees and costs to FSHC within 10 days after the approval of this agreement by the Court at a fairness hearing. The Township may delegate this payment obligation to one or more third parties, but if payment is not received by FSHC within 20 days after the approval of this agreement by the Court at a fairness hearing the Township shall make the payment to FSHC within 10 days of FSHC's written request.
25. If an appeal is filed of the Court's approval or rejection of this Agreement, the Parties agree to defend the Agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this Agreement if the Agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful, at which point the Parties reserve their right to rescind any action taken in anticipation of the trial court's approval. All Parties shall have an obligation to fulfill the intent and purpose of this Agreement.
26. This Agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Burlington County. A prevailing movant or plaintiff in such a motion or separate action shall be entitled to reasonable attorney's fees.
27. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If

any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

28. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
29. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
30. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.
31. The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.
32. Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.
33. Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.
34. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.
35. No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.
36. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.
37. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

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

TO THE TOWNSHIP:

Township Manager
Town Hall
111 W 2nd Street
Moorestown, NJ 08057
Phone: (856) 235-0912 Telecopier: 856 914.3076
Email: phunt@moorestown.nj.us

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

Patricia L. Hunt, RMC
Township Clerk
Town Hall
111 W 2nd Street
Moorestown, NJ 08057
Phone: (856) 235-0912
Telecopier: 856 914.3076
Email: phunt@moorestown.nj.us

Please sign below if these terms are acceptable.

Sincerely,



Kevin D. Walsh, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

Dated: 3/16/2018

On behalf of the Township of Moorestown, with the authorization of the governing body:



Stacey F. Jordan
Mayor of the Township of Moorestown

Dated: 3/16/18

EXHIBIT A: 2017 INCOME LIMITS

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) - August 2017

2017 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***	Regional Asset Limit****
Region 1												
Median	\$60,271	\$64,576	\$68,882	\$77,492	\$86,102	\$89,546	\$92,990	\$99,878	\$106,766	\$113,655		
Bergen, Hudson, Passaic and Sussex Low	\$48,217	\$51,661	\$55,105	\$61,993	\$68,882	\$71,637	\$74,392	\$79,903	\$85,413	\$90,924	1.7%	\$166,493
Very Low	\$30,136	\$32,288	\$34,441	\$38,746	\$43,051	\$44,773	\$46,495	\$49,939	\$53,383	\$56,827	1.99%	
Very Low	\$18,081	\$19,373	\$20,664	\$23,248	\$25,831	\$26,864	\$27,897	\$29,963	\$32,030	\$34,096		
Region 2												
Median	\$65,953	\$70,663	\$75,374	\$84,796	\$94,218	\$97,987	\$101,755	\$109,293	\$116,830	\$124,368		
Bergen, Morris, Union and Warren Moderate	\$52,762	\$56,531	\$60,299	\$67,837	\$75,374	\$78,389	\$81,404	\$87,434	\$93,464	\$99,494	1.7%	\$180,756
Low	\$32,976	\$35,332	\$37,687	\$42,398	\$47,109	\$48,993	\$50,878	\$54,646	\$58,415	\$62,184	3.25%	
Very Low	\$19,786	\$21,199	\$22,612	\$25,439	\$28,265	\$29,396	\$30,527	\$32,788	\$35,049	\$37,310		
Region 3												
Median	\$73,780	\$79,050	\$84,320	\$94,860	\$105,400	\$109,616	\$113,832	\$122,264	\$130,696	\$139,128		
Bergen, Hudson, Middlesex and Somerset Moderate	\$59,024	\$63,240	\$67,456	\$75,888	\$84,320	\$87,693	\$91,066	\$97,811	\$104,557	\$111,302	1.7%	\$200,698
Low	\$36,890	\$39,525	\$42,160	\$47,430	\$52,700	\$54,808	\$56,916	\$61,132	\$65,348	\$69,564	0.38%	
Very Low	\$22,134	\$23,715	\$25,296	\$28,458	\$31,620	\$32,885	\$34,150	\$36,679	\$39,209	\$41,738		
Region 4												
Median	\$66,022	\$70,738	\$75,454	\$84,885	\$94,317	\$98,090	\$101,862	\$109,408	\$116,953	\$124,498		
Bergen, Hudson, Middlesex and Somerset Moderate	\$52,817	\$56,590	\$60,363	\$67,908	\$75,454	\$78,472	\$81,490	\$87,526	\$93,562	\$99,599	1.7%	\$177,413
Low	\$33,011	\$35,369	\$37,727	\$42,443	\$47,158	\$49,045	\$50,931	\$54,704	\$58,476	\$62,249	1.53%	
Very Low	\$19,807	\$21,221	\$22,636	\$25,466	\$28,295	\$29,427	\$30,559	\$32,822	\$35,086	\$37,349		
Region 5												
Median	\$58,240	\$62,400	\$66,560	\$74,880	\$83,200	\$86,528	\$89,856	\$96,512	\$103,168	\$109,824		
Burlington, Camden and Gloucester Moderate	\$46,592	\$49,920	\$53,248	\$59,904	\$66,560	\$69,222	\$71,885	\$77,210	\$82,534	\$87,859	1.7%	\$154,194
Low	\$29,120	\$31,200	\$33,280	\$37,440	\$41,600	\$43,264	\$44,928	\$48,256	\$51,584	\$54,912	2.09%	
Very Low	\$17,472	\$18,720	\$19,968	\$22,464	\$24,960	\$25,958	\$26,957	\$28,954	\$30,950	\$32,947		
Region 6												
Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332		
Atlantic, Cape May, Cumberland, and Salem Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	1.7%	\$136,680
Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166	0.00%	
Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900		

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

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units as per N.J.A.C. 5:97-9.3. The increase for 2015 was 2.3%, the increase for 2016 was 1.1% and the increase for 2017 is 1.7% (Consumer Price Index for All Urban Consumers (CPI-U); Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015 or 2016 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units as per N.J.A.C. 5:97-9.3. As per 5:97-9.3(b), The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Note: Since the Regional Income Limits for Region 6 in 2016 were higher than the 2017 calculations, the 2016 income limits will remain in force for 2017. See N.J.A.C. 5:97-9.2(c).

Exhibit B.

Satisfaction of the Prior Round Obligation & Third Round RDP

ID	Name	Program Type	Unit Type	Sale / Rental	Total Afford. Units	Prior Round: 621 Total Units 152 Min. Rental		Third Round: 606 RDP 152 Min. Rental		Comments
						Units	Bonus Credits	Units	Bonus Credits	
1	Courthouse	Prior Cycle Credits	Age-restricted	Rental	8	8	8	0	0	Existing affordable housing
2	Firehouse	Prior Cycle Credits	Age-restricted	Rental	8	8	8	0	0	Existing affordable housing
3	Cedar Court	Municipal Sponsored	Family	Sale	8	8	8	0	0	Existing affordable housing
4	Albany Acres	Municipal Sponsored	Family	Rental	9	9	18	0	0	Existing affordable housing
5	124 E. Second St.	Municipal Sponsored	Family	Rental	1	1	2	0	0	Existing affordable housing
6	411 S. Lenola Road	Municipal Sponsored	Family	Rental	1	1	2	0	0	Existing affordable housing
7	528 Bethel Ave.	Municipal Sponsored	Family	Rental	1	1	2	0	0	Existing affordable housing
8	66-68 E. Second St.	Municipal Sponsored	Family	Rental	3	3	6	0	0	Existing affordable housing
9	Creed I	Gut Rehabilitation	Family	Rental	12	12	24	0	0	Existing affordable housing
10	Baylor Arms	Gut Rehabilitation	Family	Rental	45	45	90	0	0	Existing affordable housing
11	Colonial Arms	Gut Rehabilitation	Family	Rental	21	21	42	0	0	Existing affordable housing
12	203-205 W. Second St.	Gut Rehabilitation	Family	Rental	2	2	4	0	0	Existing affordable housing

Satisfaction of the Prior Round Obligation & Third Round RDP

ID	Name	Program Type	Unit Type	Sale / Rental	Total Afford. Units	Prior Round: 621 Total Units 152 Min. Rental		Third Round: 606 RDP 152 Min. Rental		Comments
						Units	Bonus Credits	Units	Bonus Credits	
13	Stokes Med.	Municipal Sponsored	Age-restricted	Rental	16	12		4		Existing affordable housing
14	Linden Place	Municipal Sponsored	Age-restricted	Rental	26	0		26		Existing affordable housing
15	Teabury Run	Municipal Sponsored	Age-restricted	Rental	24	24		0		Existing affordable housing
16	Lenola School	Municipal Sponsored	Age-restricted	Rental	33	33	10	0		Existing affordable housing
17	Beverly City RCA	RCA	Not applicable	Not applicable	75	75		0		Existing affordable housing
18	Mt. Holly RCA	RCA	Not applicable	Not applicable	199	199		0		Existing affordable housing
19	Kings Highway Inc.	Special Needs	Special Needs	Rental	3	3	3	0		Existing affordable housing
20	Foundation for the Challenged	Special Needs	Special Needs	Rental	4	4	4	0		Existing affordable housing
21	A.D.E.P.T. Programs Group Home	Special Needs	Special Needs	Rental	5	5	5	0		Existing affordable housing
22	Twin Oaks	Special Needs	Special Needs	Rental	11	11	11	0		Existing affordable housing
23	Beech Street	Extension of Controls	Family	Rental	18			18		Existing affordable housing
24	Clover Apartments	Extension of Controls	Family	Rental	5			5		Existing affordable housing

Satisfaction of the Prior Round Obligation & Third Round RDP

ID	Name	Program Type	Unit Type	Sale / Rental	Total Afford. Units	Prior Round: 621 Total Units 152 Min. Rental		Third Round: 606 RDP 152 Min. Rental		Comments
						Units	Bonus Credits	Units	Bonus Credits	
25	Lenola School	Extension of Controls	Age-restricted	Rental	16		0	16	16	Existing affordable housing
26	Moorestown Court	Extension of Controls	Age-restricted	Rental	8		0	8	8	Existing affordable housing
27	Musser Court	Extension of Controls	Family	Rental	16		0	16	16	Existing affordable housing
28	Stokes Place	Extension of Controls	Age-restricted	Rental	16		0	16	16	Existing affordable housing
29	66-68 E. Second St.	Extension of Controls	Family	Rental	2		0	2	2	Existing affordable housing
30	124 E. Second St.	Extension of Controls	Family	Rental	1		0	1	1	Existing affordable housing
31	528 Bethel Ave.	Extension of Controls	Family	Rental	1		0	1	1	Existing affordable housing
32	Creed II	Municipal Sponsored	Family	Rental	8	4	4	4	4	Existing affordable housing
33	Nagle	Inclusionary Zoning	Family	Rental	45		0	45	38	Municipally owned land that will be sold with a 30% set-aside requirement; market rate units may be for-sale
34	MRD	Inclusionary Zoning	Family	Rental	35		0	35	35	Intervenor site; settled in concept; 20% set-aside

Satisfaction of the Prior Round Obligation & Third Round RDP

ID	Name	Program Type	Unit Type	Sale / Rental	Total Afford. Units	Prior Round: 621 Total Units 152 Min. Rental		Third Round: 606 RDP 152 Min. Rental		Comments	
						Units	Bonus Credits	Units	Bonus Credits		
35	Sbar Blvd.	Inclusionary Zoning	Family	Unknown	36			36		New inclusionary site with 20% set-aside; 13 du/ac	
36	Community Options	Special Needs	Special Needs	Rental	20		0	20	4	The Township is partnering with Community Options to create group homes	
37	Centerton Road	Inclusionary Zoning	Age-restricted	Rental	81		0	81		Intervenor site; 130 unit CCRC; 81 affordable senior units	
38	Pennrose	Municipal Sponsored	Family	Rental	75		0	75	75	Intervenor site; 100% affordable housing	
39	Accessory Apartment	Accessory Apartment	Family	Rental	15			15		Newly created program	
40	Market to Affordable	Market to Affordable	Family	Sale	30		0	30		Newly created program	
Total					606	132	621	454	152	606	

Satisfaction of the Prior Round Obligation & Third Round RDP

ID	Name	Program Type	Unit Type	Sale / Rental	Total Afford. Units	Prior Round: 621 Total Units 152 Min. Rental	Third Round: 606 RDP 152 Min. Rental	Comments	
						Units	Bonus Credits	Units	Bonus Credits

Prior Round Obligation: 621

Rental Obligation: 152
 Proposed Rental Units: 207
 Maximum Age-restricted Units: 86
 Proposed Age-restricted Units: 85
 Maximum Bonus Credits 152
 Proposed Bonus Credits 132

Third Round Obligation 606

Rental Obligation: 152
 Proposed Rental Units: 388
 Maximum Age-restricted Units: 151
 Proposed Age-restricted Units: 151
 Maximum Bonus Credits 152
 Proposed Bonus Credits 152

Unmet Need Mechanisms

Moorestown Mall

Overlay zoning will be applied to the Moorestown Mall site (Block 3000, Lots 2, 3, 3.01, 3.02, 5) that will facilitate its redevelopment from a single use and single story retail center to a mixed use center that will serve as a destination for Township residents and visitors. The gross density of 14 du/ac will allow for up to 1,065 housing units (including 213 affordable units calculated at a 20% set-aside rate); however, the site's redevelopment will concentrate residential uses in portions of the site, allowing for significantly higher net densities in some areas and lower net densities in others. The Township will establish a maximum building height of not less than four stories. Residential uses will be permitted as part of mixed use buildings as well as single use townhouse and multi-family buildings. Nonresidential uses permitted on the site will be expanded to include not only retail and dining but also office, services, commercial recreation, entertainment uses, hotels and open space. The site will be redesigned to create a walkable environment with "street facing" commercial uses where visitors are encouraged to park once and access the site on foot. Building height and bulk standards will be further addressed as part of the zoning amendments for the site. The redeveloped site will incorporate substantial percentages of open space and other public amenities to encourage outdoor gatherings.

Kmart Center

Overlay zoning will be applied to the Kmart site (Block 172, Lot 9) that will facilitate its redevelopment from a single use and single story retail center to a mixed use center. The gross density of 14 du/ac will allow for up to 390 housing units (including 78 affordable units calculated at a 20% set-aside rate); however, the site's redevelopment will concentrate residential uses in portions of the site. Residential uses will be permitted on the upper stories of buildings where a nonresidential use occupies the first floor. Additionally, residential uses will be permitted on the northern and eastern sides of the site adjacent to other residential uses and open space. A maximum height of 4 stories shall be permitted. Residential uses will be permitted as part of mixed use buildings as well as single use townhouse and multi-family buildings. Nonresidential uses permitted on the site will include retail, dining, office and service uses. A substantial percentage of the site will be devoted to open space and public amenities.

Lenola Shopping Center

Overlay zoning will be applied to the Lenola Shopping Center site (Block 1200, Lots 5, 6) that will facilitate its redevelopment from a single use/single story retail center to a mixed use center. A maximum of 60 residential units will be permitted on the site and a 20% set-aside will be applied. Commercial uses, including all of the types of uses currently allowed and existing, shall also be permitted. Residential uses will be permitted both above first floor commercial uses in mixed use buildings and in multi-family buildings.

Exhibit C.

**Moorestown Township
Vacant Land Adjustment**

Site	Block	Lot	Class Code	Property Owner	Address	Gross Area	Constrained Area	Developable Area	Sewer Service Area?	RDP?	Density	RDP In SSA	Comments
1	100	4	15C	NEW JERSEY ST OF DEPT OF TRANSPORT	N LENOLA RD	18.72	15.87	2.85	OUT OF SSA	No		0.00	State ownership; no road access
2	100	1	2	WINNER, ARTHUR C & BERNADETTE	926 N LENOLA RD	6.07	0.1	5.97	IN SSA	Yes	10	11.95	
3	100	3	15C	NEW JERSEY ST OF DEPT OF TRANSPORT	N LENOLA RD	6.93	3.17	3.76	IN SSA	No		0.00	Long narrow property; no road frontage; "rear" of industrial site; former Route 90 right-of-way
4	100	1.05				2.80	0	2.80	IN SSA	Yes	10	5.60	
5	100	1.06				1.90	0	1.90	IN SSA	Yes	10	3.81	
6	100	1.02				1.71	0	1.71	IN SSA	Yes	10	3.42	
7	100	1.03				2.80	0	2.80	IN SSA	Yes	10	5.59	
8	100	1.01	3B	DOMENICA FOUNDATION INC%PIPERNOA J	1 SBAR BLVD	1.71	0	1.71	IN SSA	Yes	10	3.42	
9	100	1.07				2.80	0	2.80	IN SSA	Yes	10	5.60	
10	200	6	1	AMERICAN HARLEQUIN CORP	1519-1525 GLEN AVE	3.19	2.16	1.03	IN SSA	No		0.00	Inappropriate location: surrounded by office/industrial uses; too small to create community
11	5100	1.02	3B	HEITZMAN, THOMAS J & EVAN W	718 NEW ALBANY RD	12.69	3.31	9.38	IN SSA	No		0.00	Single family estate property
12	5200	7	15C	MOORESTOWN TWP	335 TOM BROWN RD	4.54	2.38	2.16	IN SSA	No		0.00	Deed restricted open space
13	5200	3	1	LEESE, KENNETH H & MARY G	TOM BROWN RD	2.24	0.56	1.68	IN SSA	No		0.00	Reserved for wetlands mitigation
14	5301	1	1	NARTH CORP	COBBLESTONE COURT	1.00	0.71	0.29	IN SSA	No		0.00	Cul de sac open space
15	6900	11	1	VERROCCHIO, ROBERT J	1027 HAINES MILL RD	2.01	0	2.01	OUT OF SSA	No		0.00	No road access
16	7000	32				35.99	11.89	24.10	OUT OF SSA	No		0.00	Project under construction; partial conservation easement
17	7000	26	3A	DELROSSI, ANTHONY J	721 GARWOOD RD	7.10	3.68	3.42	OUT OF SSA	Yes	6	4.10	Single family lot
18	7000	27				12.15	0.01	12.14	OUT OF SSA	No		0.00	Project under construction; partial conservation easement
19	7000	28	3B	CORE RLTY INC	751 GARWOOD RD	12.03	0.45	11.58	OUT OF SSA	Yes	6	13.89	
20	7500	3	3A	GALUNIC, FRANK & CAROLINE	751 HARTFORD RD	2.63	0	2.63	OUT OF SSA	No		0.00	single family home
20	7500	4	3B	GALUNIC, FRANK & CAROLINE	HARTFORD RD	3.72	0.77	2.95	OUT OF SSA	No		0.00	Inappropriate access
21	7600	5	3A	BENARDELLA, JOSEPH III & COLEMAN, I	855 COX ROAD	17.35	8.11	9.24	OUT OF SSA	Yes	6	11.09	
21	7600	4				1.41	0	1.41	OUT OF SSA	No		0.00	Single family home
22	7600	13	3A	DARMO, THOMAS SR % DARMO, THOMAS JR	921 COX ROAD	10.33	1.86	8.47	OUT OF SSA	Yes	6	10.17	
23	7600	17	1	MORIUCHI, CAROL K & GUTHE, WILLIAM	931 COX ROAD	1.69	0.7	0.99	OUT OF SSA	Yes	6	1.19	Single family lot in neighborhood
24	100	7	15C	MOORESTOWN TWP	LENOLA RD REAR	4.09	2.66	1.43	OUT OF SSA	No		0.00	No road access; conveyed to Twp. as condition of ZBA-09-14A (wetlands)
25	100	13	1	RED WHITE & BLUE PROPERTIES	N LENOLA RD	3.12	0.06	3.06	IN SSA	No		0.00	Long narrow property; no road frontage; "rear" of industrial site; former Route 90 right-of-way
26	302	1	1	MOORESTOWN MICROFLEX	1503 GLEN AVE	2.63	0	2.63	IN SSA	No		0.00	Inappropriate location: surrounded by office/industrial uses
27	302	5	15C	MOORESTOWN TWP	1248 N CHURCH ST	5.75	2.4	3.35	IN SSA	No		0.00	Municipal open space (parking lot for adjacent open space)
28	5400	1.02	2	GIACOBBO, KENNETH & COLETTE	302 TOM BROWN RD	2.83	0.04	2.79	IN SSA	No		0.00	Single family home
29	5001	1	1	WILLOW POINT % AGNES THOMPSON	WILLOW POINT CONDOS	3.29	0	3.29	IN SSA	No		0.00	Townhouse development
30	5400	1.04	1	RENZI, NICHOLAS & JOAN	704 NEW ALBANY RD	1.19	0	1.19	IN SSA	Yes	6	1.42	same owner as site 33 (adjacent lots)
31	5400	47	2	HYLAND, MARCIA	819 RIVERTON RD	1.83	0	1.83	IN SSA	No		0.00	Single family home
32	5400	2	2	BRENNAN, JAMES & MAUREEN	310 TOM BROWN RD	3.00	0.18	2.82	IN SSA	No		0.00	Single family home
33	5400	1.03	1	RENZI, NICHOLAS & JOAN	708 NEW ALBANY RD	2.38	0	2.38	IN SSA	Yes	6	2.85	same owner as site 30 (adjacent lots)
34	5400	4	3A	PILDIS, ELIZABETH M	318 TOM BROWN RD	16.13	9.85	6.28	IN SSA	No		0.00	Developable area includes single family home; access to undeveloped areas limited by environmental constraints.
35	5100	1	3A	WHITESELL, DEBORAH K	301 TOM BROWN RD	9.08	0.28	8.80	IN SSA	No		0.00	Single family home
36	5400	3				3.30	0.76	2.54	IN SSA	No		0.00	Single family home
37	5100	1.05				2.57	1.21	1.36	IN SSA	Yes	6	1.63	

**Moorestown Township
Vacant Land Adjustment**

Site	Block	Lot	Class Code	Property Owner	Address	Gross Area	Constrained Area	Developable Area	Sewer Service Area?	RDP?	Density	RDP In SSA	Comments
38	5400	6	3A	RODI, JOSEPH S & CATHERINE B	324 TOM BROWN RD	5.21	0	5.21	IN SSA	No		0.00	Single family home
39	5100	1.04	3B	WHITESELL, TRACEY E	TOM BROWN ROAD	2.43	0	2.43	IN SSA	Yes	6	2.91	
40	5400	7	2	DESAI, DINESH	326 TOM BROWN RD	6.70	0	6.70	IN SSA	No		0.00	Single family home
41	X	18	2			18.78	6.41	12.37	IN SSA	Yes	6	14.84	Approved residential subdivision
41	5500	17	2			0.11	0.11	0.00	IN SSA	Yes	6	0.00	Approved residential subdivision
41	X	4	15D			0.87	0	0.87	IN SSA	Yes	6	1.05	Approved residential subdivision
41	X	6	2			1.17	0	1.17	IN SSA	Yes	6	1.40	Approved residential subdivision
41	X	7	2			0.86	0	0.86	IN SSA	Yes	6	1.03	Approved residential subdivision
41	X	9	2			0.56	0	0.56	IN SSA	Yes	6	0.68	Approved residential subdivision
41	X	8	2			0.62	0	0.62	IN SSA	Yes	6	0.74	Approved residential subdivision
41	X	10	2			0.58	0	0.58	IN SSA	Yes	6	0.70	Approved residential subdivision
41	X	11	15D			0.64	0	0.64	IN SSA	Yes	6	0.76	Approved residential subdivision
41	X	12	2			0.60	0	0.60	IN SSA	Yes	6	0.72	Approved residential subdivision
41	X	15	2			1.00	0	1.00	IN SSA	Yes	6	1.20	Approved residential subdivision
41	X	18	2			2.55	2.55	0.00	IN SSA	Yes	6	0.01	Approved residential subdivision
41	X	3	2			0.62	0	0.62	IN SSA	Yes	6	0.74	Approved residential subdivision
41	X	26	3A			0.12	0	0.12	IN SSA	Yes	6	0.15	Approved residential subdivision
41	X	5				0.80	0	0.80	IN SSA	Yes	6	0.97	Approved residential subdivision
41	X	13				0.61	0	0.61	IN SSA	Yes	6	0.74	Approved residential subdivision
41	X	14				0.77	0.01	0.76	IN SSA	Yes	6	0.91	Approved residential subdivision
41	X	1				0.61	0	0.61	IN SSA	Yes	6	0.73	Approved residential subdivision
41	X	2				0.67	0	0.67	IN SSA	Yes	6	0.80	Approved residential subdivision
42	5501	23	1	GRANDE AT MOORESTOWN COMM ASSOC INC	100 FELLSWOOD DR	2.27	0.48	1.79	OUT OF SSA	No		0.00	Approved residential subdivision; detention basin lot
43	5500	23				2.08	0.36	1.72	IN SSA	No		0.00	Inappropriate lot configuration
44	5500	21				0.93	0	0.93	IN SSA	Yes	6	1.11	Single family lot in neighborhood
45	5500	13	3B	FLYING FEATHER FARMS INC	347 BRIDGEBORO RD	4.31	0	4.31	IN SSA	Yes	8	6.90	
46	5500	14				3.07	0	3.07	IN SSA	Yes	8	4.90	
47	5500	16				4.85	0	4.85	IN SSA	Yes	8	7.76	
48	7000	1	15C	MOORESTOWN TWP	991 WESTFIELD RD	11.08	2.47	8.61	OUT OF SSA	No		0.00	Municipal open space
49	7000	5	2	POORE, ROBERT & ROSE MARY	418 BRIDGEBORO RD	5.92	0.47	5.45	OUT OF SSA	No		0.00	Single family home
50	7000	6	3A	JESTER, WILLARD F & ANNE	422 BRIDGEBORO RD	7.99	2.56	5.43	OUT OF SSA	No		0.00	Single family home
51	7000	19	3A	BRITTON, RICHARD J & CYNTHIA M	665 GARWOOD RD	11.85	9.09	2.76	OUT OF SSA	Yes	6	3.31	Inappropriate lot configuration
52	7100	13	2	LEVIN, GERALD & ERICA	710 GARWOOD RD	7.05	1.17	5.88	OUT OF SSA	No		0.00	Single family home
53	7100	17	3A	LALLIER, BRIANA Q	750 GARWOOD RD	7.86	0.3	7.56	OUT OF SSA	No		0.00	Single family home

**Moorestown Township
Vacant Land Adjustment**

Site	Block	Lot	Class Code	Property Owner	Address	Gross Area	Constrained Area	Developable Area	Sewer Service Area?	RDP?	Density	RDP In SSA	Comments
54	7100	18				5.08	0.3	4.78	OUT OF SSA	No		0.00	Single family home
55	7100	20				4.85	0.86	3.99	OUT OF SSA	No		0.00	Single family home
56	7100	19	3A	MALONEY, JAMES H & JOAN	760 GARWOOD RD	1.21	0.11	1.10	OUT OF SSA	No		0.00	Developed with school
57	7100	21.08	15C	MOORESTOWN TWP	BENTLEY CT	0.85	0	0.85	OUT OF SSA	No		0.00	detention basin in single family neighborhood
58	7500	29				3.30	0	3.30	OUT OF SSA	Yes	6	3.96	
58	7500	30				3.01	0	3.01	OUT OF SSA	Yes	6	3.61	
59	7600	1	3A	RUC	831 COX ROAD	10.27	0.24	10.03	OUT OF SSA	Yes	6	12.04	Single family home and farm
60	7900	8	3B	DARMO, PEARL % DARMO, RALPH SR	910 COX ROAD	5.83	0.93	4.90	OUT OF SSA	Yes	6	5.88	
61	8000	23	15C	BURLINGTON CO BRD OF CHN FREEHLDRS	515 CREEK RD	2.42	0	2.42	OUT OF SSA	No		0.00	County open space
62	8000	29	15C	BURLINGTON CO BRD OF CHN FREEHLDRS	601 CREEK RD	37.35	13.93	23.42	OUT OF SSA	No		0.00	County open space
63	400	4	3B	COPE, MARJORIE, JOHN & LINDA	N LENOLA RD-REAR	16.76	13.57	3.19	OUT OF SSA	No		0.00	No road access
64	400	1	3B	COPE, MARJORIE, JOHN & LINDA	864 N LENOLA RD	7.94	3.67	4.27	IN SSA	No		0.00	Site configuration and environmental constraints limit access and appropriateness for residential. Developable area at the rear of adjacent industrial buildings
65	502	7	1	GENERATION Y	220 EXECUTIVE DRIVE	2.89	0.02	2.87	IN SSA	No		0.00	Inappropriate location: surrounded by office/industrial uses
66	502	5	15C	MOORESTOWN TWP	1238 N CHURCH ST	56.55	23.04	33.51	IN SSA	No		0.00	Municipal open space
67	3900	17	15C	MOORESTOWN TWP	NEW ALBANY RD	26.25	9.74	16.51	OUT OF SSA	No		0.00	Municipal open space
68	3900	1	15C	MOORESTOWN TWP	818 FERNWOOD RD	0.89	0	0.89	IN SSA	Yes	6	1.06	Single family lot
69	3802	32	15C	MOORESTOWN TWP	REAR LOVELAND RD	1.30	0.46	0.84	IN SSA	No		0.00	Stormwater detention
70	3802	21	1	MAINES, STEWARD R III	9 COLES COURT	0.96	0	0.96	IN SSA	No		0.00	Approved residential subdivision; under construction
71	3802	22	1	THIEDE, DANA M	13 COLES COURT	1.02	0	1.02	IN SSA	No		0.00	Approved residential subdivision; under construction
72	3802	25	1	MAINES, STEWARD R III	10 COLES COURT	1.29	0	1.29	IN SSA	No		0.00	Approved residential subdivision; under construction
73	3802	31	1	THIEDE, DANA M	812 RIVERTON RD	0.94	0	0.94	IN SSA	No		0.00	Approved residential subdivision; under construction
74	3802	30	1	DGR HOLDINGS	800 RIVERTON RD	1.10	0	1.10	IN SSA	No		0.00	Approved residential subdivision; under construction
75	5400	38	1	YATES, CRAIG & COLLETTE	783 ALLISON COURT	3.29	0.04	3.25	IN SSA	Yes	6	3.89	Single family lot in neighborhood
76	5400	5	1	DESAI, DINESH	322 TOM BROWN RD	8.97	0.46	8.51	IN SSA	No		0.00	Inadequate road access
77	5400	70	15C	MOORESTOWN TWP	PHEASANT FIELDS LANE	6.94	2.07	4.87	OUT OF SSA	No		0.00	Municipal open space
78	7000	12	2	VESAKI, CHRISTINE RENEE	621 GARWOOD RD	14.15	0.07	14.08	OUT OF SSA	Yes	6	16.90	
79	7100	11	15C	MOORESTOWN TWP	GARWOOD RD	35.36	23.93	11.43	OUT OF SSA	No		0.00	Municipal open space
80	7100	31				4.75	3.45	1.30	OUT OF SSA	Yes	6	1.56	
80	7100	32				6.79	6.45	0.34	IN SSA	Yes	6	0.41	
80	7100	27				0.55	0	0.55	IN SSA	Yes	6	0.66	
80	7100	26				0.51	0	0.51	IN SSA	Yes	6	0.61	
80	7100	45	3A	EVERGREENS	600 HARTFORD RD	17.79	9.8	7.99	OUT OF SSA	Yes	6	9.58	
80	7100	28				30.90	0.18	30.72	OUT OF SSA	Yes	6	36.86	
80	7100	29				4.91	2.75	2.16	OUT OF SSA	Yes	6	2.59	
80	7100	25				4.55	0	4.55	OUT OF SSA	Yes	6	5.46	
81	7100	12				9.66	3.73	5.93	OUT OF SSA	Yes	6	7.11	
82	7100	30	15C	MOORESTOWN TWP	HARTFORD RD	5.38	1.03	4.35	OUT OF SSA	No		0.00	Municipal open space
83	7100	24	2	HOLZINGER, ROBERT & DEBRA	650 HARTFORD RD	53.10	23.88	29.22	OUT OF SSA	Yes	6	35.06	
84	7801	10	2	CHAKRABARTI, SRIMATI	712 YORKTOWN LANE	1.28	0	1.28	OUT OF SSA	No		0.00	Single family home

**Moorestown Township
Vacant Land Adjustment**

Site	Block	Lot	Class Code	Property Owner	Address	Gross Area	Constrained Area	Developable Area	Sewer Service Area?	RDP?	Density	RDP In SSA	Comments
85	7700	8	3A	RADEY, F H JR & PATRICIA L	781 MCELWEE RD	21.22	8.83	12.39	OUT OF SSA	Yes	6	14.87	
86	7900	3	3B	PENNISI, PAULA ANN	826 COX ROAD	2.49	0.48	2.01	OUT OF SSA	Yes	6	2.42	
87	7900	4	3B	PENNISI, PAULA ANN	828 COX ROAD	2.68	0.25	2.43	OUT OF SSA	Yes	6	2.91	
88	7900	30				2.80	0.27	2.53	OUT OF SSA	Yes	6	3.04	
89	7900	29				3.64	1.97	1.67	OUT OF SSA	Yes	6	2.00	
90	7900	26	1	RADEY,FRANK H III TR%RADEY,F H III	861 MCELWEE RD	4.03	2.13	1.90	OUT OF SSA	Yes	6	2.28	
91	7900	24	1	DOHERTY, JAMES R & PATRICIA A	901 MCELWEE RD	2.31	1.25	1.06	OUT OF SSA	Yes	6	1.27	Single family home
92	7900	22	2	PARKHILL, WILLIAM J II & SARAH	909 MCELWEE RD	0.91	0.01	0.90	OUT OF SSA	No	6	0.00	
93	8300	22	2	SARLO, BERNARD F & MARGARET E	900 MCELWEE RD	9.60	5.29	4.31	OUT OF SSA	Yes	6	5.17	
93	8300	21				9.05	0	9.05	OUT OF SSA	Yes	6	10.87	
94	8300	1	3B	DARMO, PEARL % RUSSEK, MARK TRUSTEE	440 CREEK RD	7.64	0	7.64	OUT OF SSA	Yes	6	9.16	
95	8000	3	2	TRUCKESS, JANICE R	451 CREEK RD	59.11	21.4	37.71	OUT OF SSA	Yes	6	45.25	
96	400	14	15C	MOORESTOWN TWP	SEWER LANE	15.20	9.61	5.59	OUT OF SSA	No		0.00	Municipal property
97	400	11	3A	HESS, DAVID W & DEBORAH BROWNING	834 N LENOLA RD	12.07	2.68	9.39	OUT OF SSA	No		0.00	Restricted open space; developed lot
98	501	6	1	1 COM RTY%MACK-CALI/D DANSCUK/8 FL	1 COMMERCE DR	7.09	1.4	5.69	IN SSA	No		0.00	Stormwater detention
99	400	22	3A	LEONBERG, CURTIS & LOIS	810 N LENOLA RD	8.61	0	8.61	IN SSA	Yes	8	13.78	
100	400	16	15C	MOORESTOWN TWP	N LENOLA RD	8.99	2.76	6.23	IN SSA	No		0.00	Sewer facility
101	602	1	15C	MOORESTOWN TWP	PINE ST	3.04	1	2.04	IN SSA	No		0.00	Sewer facility
102	602	2	15C	MOORESTOWN TWP	240 PINE ST	2.20	1.42	0.78	IN SSA	No		0.00	Sewer facility
103	601	1	15C	MOORESTOWN TWP	PINE ST	2.08	0	2.08	IN SSA	No		0.00	Sewer facility
104	602	3	15C	MOORESTOWN TWP	238 PINE ST	4.37	3.7	0.67	IN SSA	No		0.00	Sewer facility
105	801	9	1	APOLLO ASSOC	1274 GLEN AVE	1.68	0.4	1.28	IN SSA	No		0.00	Developed with nonresidential
106	801	10	1	APOLLO ASSOC	1270 GLEN AVE	1.46	0.18	1.28	IN SSA	No		0.00	Developed with nonresidential
107	800	3	15C	MOORESTOWN TWP	1216 N CHURCH ST	2.75	0	2.75	OUT OF SSA	No		0.00	Municipal water tower
108	3900	23	3B	AMERICAN BILTRITE INC	101 WHITTENDALE DR	2.70	0.59	2.11	IN SSA	Yes	8	3.38	
109	800	4	3B	ALBANY ACRES	375 NEW ALBANY RD	11.37	9.96	1.41	IN SSA	No		0.00	Wetland configuration limit access
110	3900	22		AMERICAN BILTRITE INC		4.15	0	4.15	IN SSA	Yes	8	6.64	
111	3900	18,01	15C	MOORESTOWN TWP	NEW ALBANY RD	10.46	6.29	4.17	OUT OF SSA	No		0.00	Municipal open space
112	3900	18	15C	MOORESTOWN TWP	NEW ALBANY RD	21.62	20.77	0.85	OUT OF SSA	No		0.00	Municipal open space
113	3900	13,03	1	LORD BENTLEY CORP	531 NEW ALBANY RD	1.83	0	1.83	IN SSA	No		0.00	Single family lot in neighborhood
114	4002	3	15C	MOORESTOWN TWP	MILL ST	1.11	0.85	0.26	IN SSA	No		0.00	Municipal open space; single family lot in neighborhood
115	4012	54	15C	MOORESTOWN TWP	RIVERTON RD	1.29	0.05	1.24	OUT OF SSA	No		0.00	Single family lot in neighborhood
116	7100	46	15C	MOORESTOWN TWP	805 WESTFIELD RD	4.89	0	4.89	OUT OF SSA	No		0.00	Municipal open space; water tower
117	7100	43	15C	MOORESTOWN TWP	WESTFIELD RD	13.81	0	13.81	OUT OF SSA	No		0.00	Municipal open space
118	7100	34	3A	MOORE, FRANK R & THYRA	747 WESTFIELD RD	7.60	3.85	3.75	OUT OF SSA	No		0.00	Single family home
119	8900	35	15C	MOORESTOWN TWP	OPEN SPACE	9.25	7.67	1.58	OUT OF SSA	No		0.00	Municipal open space; detention basin
120	8900	30	15C	MOORESTOWN TWP	OPEN SPACE	8.88	5.51	3.37	OUT OF SSA	No		0.00	Municipal open space; detention basin
121	7301	20	15C	MOORESTOWN TWP	510 HARTFORD RD	5.02	0.34	4.68	IN SSA	No		0.00	Municipal facility
122	7200	4,01				14.36	0.37	13.99	OUT OF SSA	No		0.00	Municipal open space
123	8100	2,01	3B	WEINSTEIN, KEVIN & MARY C	610 MCELWEE RD	16.51	6.44	10.07	OUT OF SSA	No		0.00	storm drainage / preservation easement on part
228	8100	1	15C	MOORESTOWN TWP	MCELWEE RD	5.42	3.76	1.66	OUT OF SSA	No		0.00	Municipal open space
124	607	1	15C	MOORESTOWN TWP	N LENOLA RD	3.21	0	3.21	OUT OF SSA	No		0.00	Municipal open space
125	900	1,01	15C	MOORESTOWN TWP	END WILSON AVE	2.12	0	2.12	OUT OF SSA	No		0.00	Municipal open space
229	8200	2	3A	NELSON, EDWARD J & MARY	750 MCELWEE RD	14.21	6.12	8.09	OUT OF SSA	No		0.00	Single family home
230	8200	1	2	LAINO, MICHAEL V & ARLENE R	800 MCELWEE RD	11.28	6.42	4.86	OUT OF SSA	No		0.00	Single family home
126	701	31	1	ELECTRO MAGNETIC PRODUCTS INC	357 CRIDER AVE	2.68	0	2.68	IN SSA	Yes	8	4.29	
231	8300	23				3.20	0.04	3.16	OUT OF SSA	Yes	6	3.79	
127	900	3	1	PULVERIZING SERVICES INC	356 CRIDER AVE	7.38	0	7.38	IN SSA	No		0.00	Contaminated; nonresidential clean up
232	8400	2	1	GREENE, ARTHUR J & RITA A	8 CORTLAND SHIRE DRIVE	4.92	2.4	2.52	OUT OF SSA	Yes	6	3.03	Single family lot in neighborhood
128	900	8				3.85	0	3.85	IN SSA	No		0.00	Contaminated; nonresidential clean up

**Moorestown Township
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233	8300	14	2	GARRISON, BROOKS W	901 BORTON LANDING RD	18.06	2.14	15.92	OUT OF SSA	No		0.00	Municipal Open Space
129	900	15	1	WINSTEAD VILLAGE TWO CONDO ASSOC	320 ANDREWS LANE	2.00	0	2.00	IN SSA	No		0.00	Contaminated; nonresidential clean up
234	8300	15				7.28	2.27	5.01	OUT OF SSA	No		0.00	Municipal open space
130	900	9				1.52	0	1.52	IN SSA	No		0.00	Contaminated; nonresidential clean up
131	900	7	1	PULVERIZING SERVICES INC	331 NEW ALBANY RD	2.82	0	2.82	IN SSA	No		0.00	Contaminated; nonresidential clean up
132	4009	23	1	DUBROW, JEFFREY	732 JEFFREY RD	0.91	0	0.91	IN SSA	Yes	6	1.09	Single family lot in neighborhood
133	4005	10	1	WILSON, ZOE & SALMAN, JAMES	716 RIVERTON RD	1.15	0	1.15	IN SSA	No		0.00	Existing residential development
134	4103	9	15C	MOORESTOWN TWP	716 MILL ST	1.34	0	1.34	IN SSA	No		0.00	Stormwater management lot
135	4006	5	1	KAREN HOLDING CO	712 LIPPINCOTT AVE	1.10	0	1.10	IN SSA	Yes	6	1.32	Single family lot in neighborhood
136	4005	6.01	1	DEVELIN, MIRIAM H	704 CHESTER AVE	0.99	0	0.99	IN SSA	Yes	6	1.19	Single family lot in neighborhood
137	1102	44	1	121-125 WEST CAMDEN AVE/SUITE 702	125 W CAMDEN AVE	0.17	0	0.17	IN SSA	Yes	6	0.20	
137	1102	40				0.18	0	0.18	IN SSA	Yes	6	0.21	
137	1102	42				0.17	0	0.17	IN SSA	Yes	6	0.21	
137	1102	41				0.17	0	0.17	IN SSA	Yes	6	0.20	
137	1102	43				0.17	0	0.17	IN SSA	Yes	6	0.21	
138	1300	3	15C	MOORESTOWN TWP	109 NEW ALBANY RD	7.65	0	7.65	OUT OF SSA	No		0.00	Municipal open space
139	1301	8				0.87	0.21	0.66	IN SSA	No		0.00	Existing residential development
140	1301	11	1	SCHOOLHOUSE MEWS % TARGET PROPERTY	120 NEW ALBANY RD	5.37	0.76	4.61	IN SSA	No		0.00	Existing residential development
141	1400	13	4B	PULVERIZING SERV INC	332 NEW ALBANY RD	6.71	0	6.71	IN SSA	No		0.00	Contaminated property
141	1400	14				1.34	0	1.34	IN SSA	No		0.00	Contaminated property
141	1400	15				0.17	0	0.17	IN SSA	No		0.00	Contaminated property
142	4200	44				0.13	0	0.13	IN SSA	Yes	10	0.26	
142	4200	43				0.13	0	0.13	IN SSA	Yes	10	0.27	
142	4200	40				0.26	0	0.26	IN SSA	Yes	10	0.51	
142	4200	42				0.17	0	0.17	IN SSA	Yes	10	0.34	
142	4200	41				0.18	0	0.18	IN SSA	Yes	10	0.37	
142	4200	39	15C	MOORESTOWN TWP	IRVING ST	0.17	0	0.17	IN SSA	Yes	10	0.33	Undersized lot
142	4200	45				0.10	0	0.10	IN SSA	No		0.00	
143	2301	2	15C	MOORESTOWN TWP	435 DAWSON ST	6.70	2.75	3.95	IN SSA	No		0.00	Municipal open space
144	5602	13	15C	MOORESTOWN TWP	GOLF VIEW RD	4.35	1.4	2.95	OUT OF SSA	No		0.00	Municipal open space
145	5800	62	1	WINDROW PONDS CONDO ASSOC%MAMCO	OPEN SPACE	30.95	13.06	17.89	IN SSA	No		0.00	Open space
146	5800	68	1	SANTASPIRIT, JOHN S	507 STANWICK RD	3.02	0.24	2.78	IN SSA	Yes	6	3.34	Single family lot in neighborhood
147	5800	23	15C	MOORESTOWN TWP	ASHLEY CT	7.83	2.81	5.02	OUT OF SSA	No		0.00	Municipal open space
148	5800	46	15C	MOORESTOWN TWP	WESTFIELD RD	93.66	13.92	79.74	OUT OF SSA	No		0.00	Municipal open space
149	7200	1	15C	MOORESTOWN TWP	735 WESTFIELD RD	39.49	23.88	15.61	OUT OF SSA	No		0.00	Municipal open space
150	7200	2.01	15C	MOORESTOWN TWP	WESTFIELD ROAD	9.74	6.98	2.76	OUT OF SSA	No		0.00	Municipal open space
150	7400	2.19	1	MOORESTOWN FARMS % MORIUCHI,TAKASHI	SALEM RD	1.21	0	1.21	OUT OF SSA	No		0.00	Stormwater management lot
151	7400	1	3A	MOORESTOWN FARMS % MORIUCHI,TAKASHI	400 HARTFORD RD	45.32	0	45.32	OUT OF SSA	No		0.00	Restricted open space; developed lot
152	8200	17	3A	KOLYBABIUK, YAROSLAW J & MARIA S	701 BORTON LANDING RD	21.43	0	21.43	OUT OF SSA	No		0.00	Restricted open space; developed lot
153	8700	9	3A	VERDERAME, MARK J	930 BORTON LANDING RD	9.26	0	9.26	OUT OF SSA	No		0.00	Single family home
154	8600	2.05	1	720 MCELWEE	9 MILLER CT	1.76	0	1.76	OUT OF SSA	Yes	6	2.11	Single family lot in neighborhood
155	8600	5				1.83	0.07	1.76	OUT OF SSA	Yes	6	2.11	Single family lot in neighborhood
156	8600	1	3A	LUTZ, RICHARD M & SUSAN M	351 CREEK RD	8.04	3.06	4.98	OUT OF SSA	Yes	6	5.98	Single family lot in neighborhood
157	8600	8	15C	MOORESTOWN TWP	295 CREEK RD	15.11	12.03	3.08	OUT OF SSA	No		0.00	Municipal open space
158	8700	4	1	NEW LAUREL CREEK COUNTRY CLUB	BORTON LANDING RD	32.21	2.64	29.57	OUT OF SSA	No		0.00	Private open space
159	8700	18	15C	MOORESTOWN TWP	300 CREEK RD	18.12	10.79	7.33	OUT OF SSA	No		0.00	Municipal open space
160	8700	21.01				15.83	8.1	7.73	OUT OF SSA	No		0.00	Private open space

**Moorestown Township
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Site	Block	Lot	Class Code	Property Owner	Address	Gross Area	Constrained Area	Developable Area	Sewer Service Area?	RDP?	Density	RDP In SSA	Comments
161	8700	21.02				2.93	0	2.93	OUT OF SSA	No		0.00	Private open space
162	8600	9	15C	MOORESTOWN TWP	201 CREEK RD	72.41	25.28	47.13	OUT OF SSA	No		0.00	Municipal open space
163	2103	23	15C	MOORESTOWN TWP	RR	0.36	0	0.36	IN SSA	No		0.00	Municipal open space
163	2103	22	15C	MOORETOWN TWP	LOCUST ST	1.66	0	1.66	IN SSA	No		0.00	Municipal open space
164	2400	1	15C	MOORESTOWN TWP	LOCUST ST	1.81	0	1.81	IN SSA	No		0.00	Municipal open space
164	2400	30				0.08	0	0.08	IN SSA	No		0.00	Municipal open space
164	2400	2				0.48	0	0.48	IN SSA	No		0.00	Municipal open space
164	2400	29				0.08	0	0.08	IN SSA	No		0.00	Municipal open space
165	2403	1	15C	MOORESTOWN TWP	111 W 2ND ST	5.50	0	5.50	IN SSA	No		0.00	Municipal facility
166	4307	33	15C	MOORESTOWN TWP	301 LIPPINCOTT AVE	1.81	0	1.81	IN SSA	No		0.00	Municipal open space
167	5909	5	15C	MOORESTOWN TWP	E 3RD ST	1.62	0	1.62	OUT OF SSA	No		0.00	Municipal open space
168	6000	9	1	PERLA DEV	414 LINDEN ST	1.32	0	1.32	IN SSA	No		0.00	Single family home
169	6000	11	15C	MOORESTOWN TWP	601 E 3RD ST	11.46	0.01	11.45	IN SSA	No		0.00	Municipal facility
170	6201	6	15C	MOORESTOWN TWP	E 3RD ST	0.88	0	0.88	IN SSA	No		0.00	No road access
171	6000	13	2	KNOWLES, JANET	425 LINDEN ST	3.20	0	3.20	IN SSA	Yes	6	3.83	
172	6000	12	15C	MOORESTOWN TWP	603 E 3RD ST	2.36	0	2.36	IN SSA	Yes	6	2.83	
173	5800	50				10.20	0	10.20	IN SSA	Yes	6	12.24	
174	6000	14	1	LOCAL 106 I U E	112 BORTON LANDING RD	5.21	2.69	2.52	IN SSA	No		0.00	Inappropriate lot configuration
175	6006	14	1	WEXFORD AT MOORESTOWN%DANASTASIO	REAR WINDERMERE DR	6.28	1.98	4.30	IN SSA	No		0.00	Stormwater detention
176	5800	49	3A	ALLEN & ALLEN	116A BORTON LANDING RD	7.61	1.72	5.89	IN SSA	Yes	6	7.07	
177	6003	22	1	WEXFORD AT MOORESTOWN%DANASTASIO	CASTLETON LA	1.07	0.22	0.85	OUT OF SSA	No		0.00	Undersized; constraints prevent development
178	5800	47	15C	MOORESTOWN TWP	600 WESTFIELD RD	6.26	3.08	3.18	IN SSA	Yes	as proposed	10.00	Maybury Site, up to 50 units
179	7200	2.19	15C	MOORESTOWN TWP	JULIA COURT	5.40	0	5.40	OUT OF SSA	No		0.00	Private open space
180	7401	5				15.22	0	15.22	IN SSA	No		0.00	Property owner has no intention to develop; see letter from property owner
180	7401	7				5.14	1.81	3.33	IN SSA	No		0.00	Property owner has no intention to develop; see letter from property owner
180	7401	8	4B	LMC PROPERTIES INC RM U4652	BORTON LANDING RD	52.10	3.56	48.54	IN SSA	No		0.00	Property owner has no intention to develop; see letter from property owner
180	7401	9				1.26	0	1.26	IN SSA	No		0.00	Property owner has no intention to develop; see letter from property owner
180	7401	2				71.51	0	71.51	IN SSA	No		0.00	Property owner has no intention to develop; see letter from property owner
180	7401	6				18.96	0	18.96	IN SSA	No		0.00	Property owner has no intention to develop; see letter from property owner
180	7401	1	1	LMC PROPERTIES INC RM U4632	BORTON LANDING RD	21.31	0	21.31	IN SSA	No		0.00	Property owner has no intention to develop; see letter from property owner
181	7401	1.01	15C	MOORESTOWN BRD OF FIRE COMM DIST 1	HARTFORD ROAD	3.00	0	3.00	IN SSA	No		0.00	Former fire house site
182	7401	3	15C	MOORESTOWN TWP	200 HARTFORD RD	10.99	0	10.99	IN SSA	Yes	as proposed	30.00	Nagle affordable housing site (up to 150 total)
183	8700	3				23.45	10.99	12.46	OUT OF SSA	No		0.00	Private open space
184	8700	23				31.07	11.5	19.57	OUT OF SSA	No		0.00	Private open space
185	8700	21				11.01	1.97	9.04	OUT OF SSA	No		0.00	Private open space
186	8800	1				17.26	9.01	8.25	OUT OF SSA	No		0.00	Private open space
187	8800	2				49.55	23.91	25.64	OUT OF SSA	No		0.00	Private open space
188	8700	23.01				12.92	0	12.92	IN SSA	No		0.00	Residential development
189	8700	24				30.34	0	30.34	IN SSA	No		0.00	Residential development
190	1903	19	1	MAINES, LAURA K	93 WESTBROOK DR/735 KINGS	0.99	0.09	0.90	IN SSA	Yes	6	1.08	
191	2001	6	15C	MOORESTOWN TWP	428 CAMDEN AVE	0.88	0	0.88	IN SSA	No		0.00	Residential development

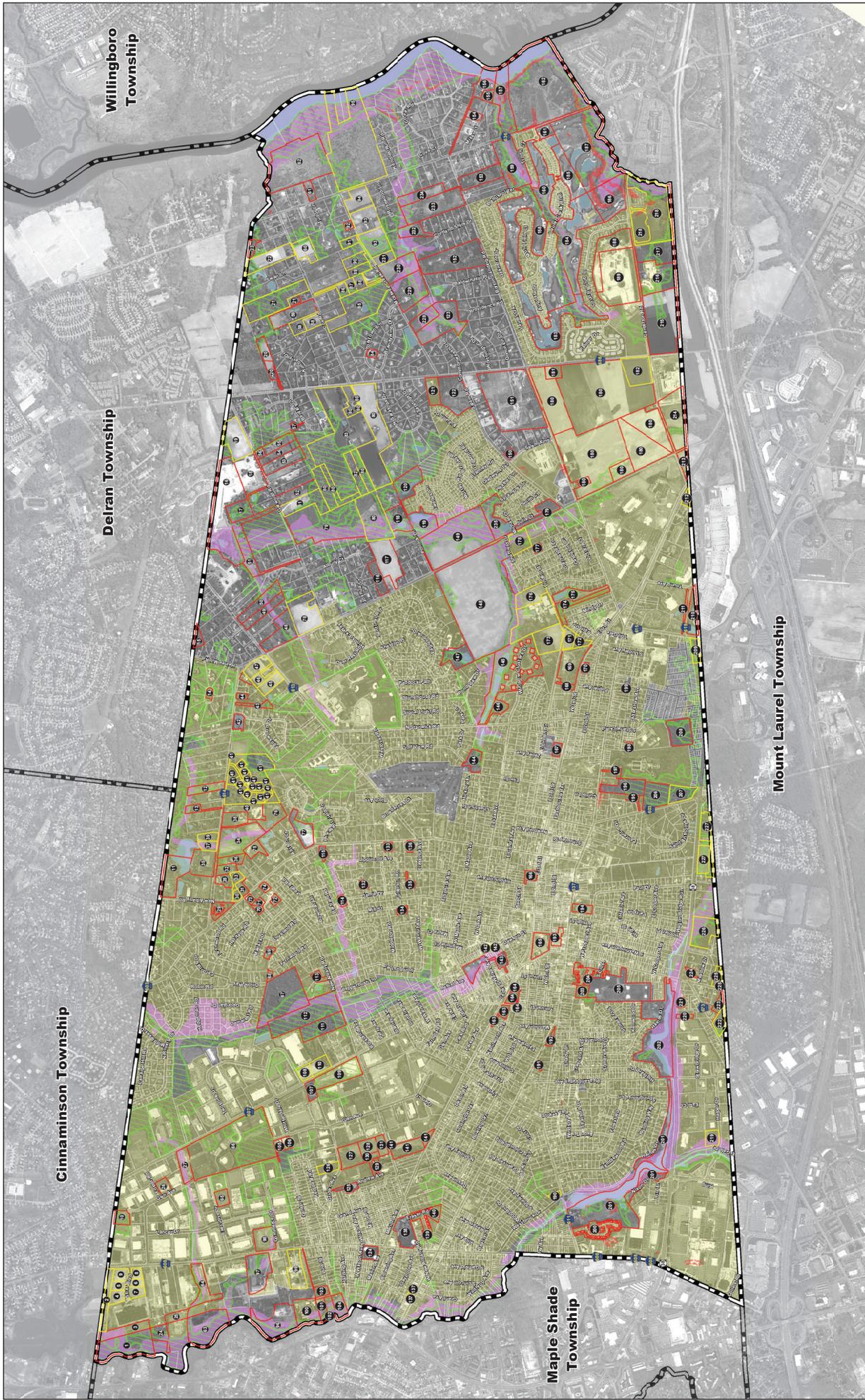
**Moorestown Township
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Site	Block	Lot	Class Code	Property Owner	Address	Gross Area	Constrained Area	Developable Area	Sewer Service Area?	RDP?	Density	RDP In SSA	Comments
192	2001	9				1.07	0	1.07	IN SSA	No		0.00	Municipal facility
193	2407	2	15C	MOORESTOWN TWP	W 2ND ST	2.15	0	2.15	IN SSA	No		0.00	Municipal parking lot
194	4605	14	15C	COMMUNITY HOUSE OF MOORESTOWN NJ	16 E MAIN ST	2.40	0	2.40	IN SSA	No		0.00	Developed site
195	6300	43	1	ZALKIND, SALLIE H TRUSTEE	MT LAUREL RD	1.35	0.01	1.34	IN SSA	No		0.00	Inappropriate lot configuration
196	6300	7	15C	MOORESTOWN TWP	240 E MAIN ST	8.50	4.82	3.68	OUT OF SSA	No		0.00	Municipal open space
197	6300	10	1	HILL, VERNON W II & SHIRLEY S	4 FEATHERBED LN	1.29	0	1.29	IN SSA	No		0.00	Inappropriate lot configuration
198	6402	14	15C	MOORESTOWN TWP	MAYLAND AVE	0.21	0	0.21	IN SSA	No		0.00	Single family lot in neighborhood; poor access
198	6402	17				0.19	0	0.19	IN SSA	No		0.00	Single family lot in neighborhood; poor access
198	6402	15				0.22	0	0.22	IN SSA	No		0.00	Single family lot in neighborhood; poor access
198	6402	16				0.22	0	0.22	IN SSA	No		0.00	Single family lot in neighborhood; poor access
199	6400	20.01				0.88	0	0.88	OUT OF SSA	No		0.00	Inappropriate lot configuration; rear of homes
200	2900	2	1	BLASON WOODS ASSOC & MAMCO MGMT	BLASON WOODS CONDO	7.23	0.08	7.15	IN SSA	No		0.00	Private open space
201	2900	1	15C	MOORESTOWN TWP	120 KINGS HWY	33.39	18.46	14.93	OUT OF SSA	No		0.00	Municipal open space
201	2900	15	15C	MOORESTOWN TWP	STRAWBRIDGE LAKE	5.16	2.66	2.50	IN SSA	No		0.00	Municipal open space
201	3104	1				9.09	5.93	3.16	OUT OF SSA	No		0.00	Municipal open space
202	3301	39	15C	MOORESTOWN TWP	S CHURCH ST	33.06	18.33	14.53	OUT OF SSA	No		0.00	Municipal open space
203	2500	85	1	MOORESTOWN MEWS % COMM MGMT SERV GR	MAIN ST REAR	2.19	0.91	1.28	IN SSA	No		0.00	Private open space
204	2500	88	1	MOORESTOWN MEWS % COM MGMT SERV GR	MAIN ST REAR	6.04	0	6.04	IN SSA	No		0.00	Private open space
205	2500	25	15A	MOORESTOWN TWP BRD OF ED	260 S CHURCH ST	21.40	0.36	21.04	OUT OF SSA	No		0.00	Municipal open space
206	6300	41	1	ZALKIND, SALLIE H TRUSTEE	127 MT LAUREL RD	9.28	7.72	1.56	OUT OF SSA	No		0.00	Constraints configuration limit development
207	6300	40	1	PEARSON, ESTHER	131 MT LAUREL RD	5.43	1.53	3.90	OUT OF SSA	Yes	6	4.68	Open space restriction; paper street access only; wetland configuration limits access
208	6408	2	15C	NJ NATURAL LANDS TR	SHARPLESS BLVD	8.81	2.8	6.01	OUT OF SSA	No		0.00	
209	6500	33	1	GYMK ENT	MARTER AVE	2.83	0.7	2.13	IN SSA	Yes	8	3.41	
210	6601	10	1	CENTERTON SQ%DVDND CPTL DVRSFD FND	MARTER AVE	5.64	1.37	4.27	IN SSA	No		0.00	Developed lot
211	6600	10	1	EDB PROP PTNRS EMMES RLTY SVCS	CENTERTON ROAD	1.25	0	1.25	IN SSA	No		0.00	Developed lot
212	6800	6				1.59	0	1.59	IN SSA	Yes	8	2.54	
213	6701	1	3B	LMC PROPERTIES INC RM U4632	MARNE HWY	2.97	0	2.97	IN SSA	No		0.00	Property owner has no intention to develop; see letter from property owner
214	7402	2	3B	LMC PROPERTIES, INC RM U4632	CENTERTON RD	16.91	0.81	16.10	IN SSA	No		0.00	Property owner has no intention to develop; see letter from property owner
215	8801	2	15C	BURLINGTON CO BRD OF CHN FREEHLDRS	400 CENTERTON RD	30.07	2.33	27.74	OUT OF SSA	No		0.00	Municipal open space
216	8801	3	15C	BURLINGTON CO BRD OF CHN FREEHLDRS	500 CENTERTON RD	16.28	3.23	13.05	IN SSA	No		0.00	Developed lot
217	8801	3	15C	BURLINGTON CO BRD OF CHN FREEHLDRS	500 CENTERTON RD	13.73	1.85	11.88	IN SSA	No		0.00	Developed lot (associated with site 216)
218	8801	4.03				24.17	9.1	15.07	IN SSA	Yes	as proposed	26.00	Intervenor Site - 130 market units proposed
218	8801	4.02				7.28	0.31	6.97	IN SSA	Yes			
219	3201	3	1	NJ BANK OF % MARVIN F POER & CO	307 HARPER DRIVE	3.25	2.05	1.20	IN SSA	Yes	10	2.40	
220	3401	41	1	STRAWBRIDGE PROFESSIONAL CTR ASSOC	220 W ROUTE 38	1.05	0.19	0.86	IN SSA	No		0.00	Developed lot
221	3401	39	1	STRAWBRIDGE PROFESSIONAL CTR ASSOC	208 W ROUTE 38	0.96	0.26	0.70	IN SSA	No		0.00	Developed lot
222	3402	5	1	NJ AMERICAN WATER CO INC	222 FELLOWSHIP RD	3.18	0.66	2.52	IN SSA	Yes	8	4.03	

**Moorestown Township
Vacant Land Adjustment**

Site	Block	Lot	Class Code	Property Owner	Address	Gross Area	Constrained Area	Developable Area	Sewer Service Area?	RDP?	Density	RDP In SSA	Comments
223	3402	8	1	STANGERT, MATILDA J TRUSTEE	S CHURCH ST	2.16	0	2.16	IN SSA	No		0.00	Inappropriate lot configuration; rear of homes
224	4800	2	1	RECON INV GROUP	3 MEADOW DRIVE	1.20	0	1.20	IN SSA	No		0.00	Inappropriate lot configuration; rear of homes
225	4801	1.02	1	KEENAN BLDRS	S CHURCH STREET	1.32	0	1.32	IN SSA	Yes	8	2.11	
225	4801	1	1	KEENAN BLDRS	451 S CHURCH ST	1.00	0	1.00	IN SSA	Yes	8	1.61	
226	4801	12	1	APC ASSOC	160 W ROUTE 38	10.04	4.84	5.20	IN SSA	Yes	as proposed	15.00	Pennrose Intervenor Site - 75 units
227	4801	18	1	MRD	118 W ROUTE 38	4.94	3.11	1.83	IN SSA	Yes	as proposed	34.60	MRD Intervenor (173 proposed)
227	4801	20	1	MRD	102 W ROUTE 38	6.52	5.1	1.42	IN SSA	Yes	as proposed	0.00	

Subtotal 605.90
Total 605.90



Vacant Land Map

LOCATION: Moorestown Township, Burlington County, NJ
 DATE: March 2018

- Legend**
- RDP Sites
 - Non RDP Sites
 - Sleep Slope (15%+)
 - Water Bodies
 - Wetlands
 - 100 Year Flood Plain (1996/2014)
 - Sewer Service Area



Clarke Caton Hintz
 Architecture
 Planning
 Landscape Architecture

Exhibit D.

Demonstration of Realistic Opportunity for New Affordable Housing Strategies

Nagle Site

The Nagle tract was purchased by the municipality in 1988 for the construction of a 100% affordable housing project. This site was included in the municipality's certified first and original second round plans. The Nagle Tract is located on at the intersection of Hartford and Centerton Roads and is also known as Block 7401, Lot 3. The total tract acreage is 12.5 acres. The tract is surrounded by farmland on the north and west, though this land is part of the Lockheed Martin complex and is primarily used for radar field testing. On the south side across Centerton Road is the AEGIS facility owned by the federal government that is used for the development of ship radar systems by Lockheed Martin. This facility is presently undergoing an expansion to the southeast. Cater-corner to the site is the Burlington County Community Agricultural Center, which is part of the county park system. Across Hartford Road is Laurel Creek Mews that is presently under construction. The land immediately abutting the opposite side of Hartford Road, however, is earmarked for open space purposes as part of the development. The land uses in the Laurel Creek neighborhood closest to the site are multi-family housing. The site is zoned L-M R, Low-Moderate Income Residence District.

The property will be developed with an inclusionary housing project consisting of 152 total family units, including 45 affordable family rental units – a 30% set-aside. As municipally owned land, the Township has the ability and intention to ensure an adequate compensatory benefit for the increased set-aside in the sale price and other concessions that may be discussed at the time the land is sold for this purpose. The units are anticipated to be townhouse and/or multi-family units.

COAH's Second Round rules at N.J.A.C. 5:93-5.5 "Municipally Sponsored Construction and Gut Rehabilitation" are addressed as follows:

- The site has a clear title and is free of encumbrances which preclude development of affordable housing. The site has a clear title and no legal encumbrances which would preclude its development as an affordable housing project.
- The site is adjacent to compatible land uses and has access to appropriate streets. The site is located along a State Highway and previously constructed access to the site (a curb cut) that will be utilized by the development.
- Adequate sewer and water. The site is located in a sewer service area and a public water area.
- The site can be developed in accordance with R.S.I.S. Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- Development of the site is consistent with the State Development and Redevelopment Plan (hereinafter the "State Plan") and the rules and regulations of all agencies with jurisdiction over the site.

- The site is located in a “Smart Growth Planning Area”. The adopted 2001 State Plan and the Preliminary State Plan both designate the site in the Suburban Planning Area, PA 2.
- The development is not within jurisdiction of a Regional Planning Agency or CAFRA. The site is located in the Highlands Planning Area in the Environmentally Constrained Subzone of the Conservation Area.
- The site will comply with all applicable environmental regulations. The site contains no steep slopes, wetlands, stream corridors or flood hazard area that will prevent its development with the proposed development.
- The site will not impact any historic or architecturally important sites and districts. The site is not located in or proximate to an historic district.

In addition to site suitability, the affordable housing project will meet the applicable requirements in the Uniform Housing Affordability Control rules (UHAC) (N.J.A.C. 5:80-26.1 et seq.).

- **Administrative Entity.** The Township anticipates that the affordable housing developer will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year affordability controls on the units and provide long term administration of the units in accordance with COAH’s rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.
- **Low/Moderate Income Split.** At least half of the affordable units developed will be affordable to low income households, and at least 13% will be affordable to very low income households. In the event that the actual number of affordable units constructed is an odd number, the units will always be split in favor of the low-income unit share per N.J.A.C. 5:93-7.2 and the UHAC at N.J.A.C. 5:80-26.
- **Affirmative Marketing.** The affordable units will be affirmatively marketed in accordance with COAH’s rules at N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.
- **Controls on Affordability.** The affordable units will have minimum 30-year affordability controls in accordance with COAH’s rules and UHAC regulations.
- **Bedroom Distribution.** The Township’s affordable housing developer will follow the UHAC requirements regarding bedroom distribution for the affordable housing development on the site.
- **Funding.** As an inclusionary housing project, no outside sources of funding are anticipated.

MRD Site

This site is a 12.84 acre property located at 118 W. Route 38 on Block 4801, Lots 18 and 20. The site is located in the R/PO, Residential / Professional Office, district. The Property is

surrounded by single-family residential uses. The rear, or southern, property line also serves as the municipal boundary between Moorestown and Mount Laurel.

The site will be developed with 173 family rental units, of which 35 will be family affordable rental units. As such, the site will provide a 20% set-aside.

As required by in N.J.A.C. 5:93-5.3, affordable housing sites shall be approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.3., for the production of low and moderate income housing.

- The site has a clear title and is free of encumbrances which preclude development of affordable housing. The site has a clear title and no legal encumbrances which would preclude its development as an affordable housing project.
- The site is adjacent to compatible land uses and has access to appropriate streets. The site is located along a State Highway and previously constructed access to the site (a curb cut) that will be utilized by the development.
- Adequate sewer and water. The site is located in a sewer service area and a public water area.
- The site can be developed in accordance with R.S.I.S. Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- Development of the site is consistent with the State Development and Redevelopment Plan (hereinafter the “State Plan”) and the rules and regulations of all agencies with jurisdiction over the site.
- The site is located in a “Smart Growth Planning Area”. The adopted 2001 State Plan and the Preliminary State Plan both designate the site in the Metropolitan Planning Area, PA 1.
- The development is not within jurisdiction of a Regional Planning Agency or CAFRA. The site is located in the Highlands Planning Area in the Environmentally Constrained Subzone of the Conservation Area.
- The site will comply with all applicable environmental regulations. The site contains no steep slopes, wetlands, stream corridors or flood hazard area that will prevent its development with the proposed development.
- The site will not impact any historic or architecturally important sites and districts. The site is not located in or proximate to an historic district.

In addition to site suitability, the affordable housing project will meet the applicable requirements in the Uniform Housing Affordability Control rules (UHAC) (N.J.A.C. 5:80-26.1 et seq.).

- Administrative Entity. The Township anticipates that the affordable housing developer will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year affordability controls on the units and

provide long term administration of the units in accordance with COAH's rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.

- Low/Moderate Income Split. At least half of the affordable units developed will be affordable to low income households, and at least 13% will be affordable to very low income households. In the event that the actual number of affordable units constructed is an odd number, the units will always be split in favor of the low-income unit share per N.J.A.C. 5:93-7.2 and the UHAC at N.J.A.C. 5:80-26.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH's rules at N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls in accordance with COAH's rules and UHAC regulations.
- Bedroom Distribution. The Township's affordable housing developer will follow the UHAC requirements regarding bedroom distribution for the affordable housing development on the site.
- Funding. As an inclusionary housing project, no outside sources of funding are anticipated.

Sbar Blvd.

This site is a 14-acre property located along both sides of Sbar Boulevard on Block 100, Lots 1.01, 1.02, 1.03, 1.05, 1.06 and 1.07. The site is located in the SRI, Specially Restricted Industrial, district. North of the site are agricultural and single-family residential uses. East, south and west of the site are office and light industrial uses. The northern property line also serves as the municipal boundary between Moorestown and Cinnaminson

The site will be developed with 184 family rental units, of which 36 will be family affordable rental units. As such, the site will provide a 20% set-aside.

As required by in N.J.A.C. 5:93-5.3, affordable housing sites shall be approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.3., for the production of low and moderate income housing. As demonstrated below, this site meets these criteria.

- The site has a clear title and is free of encumbrances which preclude development of affordable housing. The site has a clear title and no legal encumbrances which would preclude its development as an affordable housing project.
- The site is adjacent to compatible land uses and has access to appropriate streets. The site is located along a State Highway and previously constructed access to the site (a curb cut) that will be utilized by the development.
- Adequate sewer and water. The site is located in a sewer service area and a public water area.

- The site can be developed in accordance with R.S.I.S. Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- Development of the site is consistent with the State Development and Redevelopment Plan (hereinafter the “State Plan”) and the rules and regulations of all agencies with jurisdiction over the site. The site is located in a “Smart Growth Planning Area”. The adopted 2001 State Plan designate the site in the Metropolitan Planning Area, PA 1.
- The development is not within jurisdiction of a Regional Planning Agency or CAFRA. The site is located in the Highlands Planning Area in the Environmentally Constrained Subzone of the Conservation Area.
- The site will comply with all applicable environmental regulations. The site contains no steep slopes, wetlands, stream corridors or flood hazard area that will prevent its development with the proposed development.
- The site will not impact any historic or architecturally important sites and districts. The site is not located in or proximate to an historic district.

In addition to site suitability, the affordable housing project will meet the applicable requirements in the Uniform Housing Affordability Control rules (UHAC) (N.J.A.C. 5:80-26.1 et seq.).

- Administrative Entity. The Township anticipates that the affordable housing developer will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year affordability controls on the units and provide long term administration of the units in accordance with COAH’s rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.
- Low/Moderate Income Split. At least half of the affordable units developed will be affordable to low income households, and at least 13% will be affordable to very low income households. In the event that the actual number of affordable units constructed is an odd number, the units will always be split in favor of the low-income unit share per N.J.A.C. 5:93-7.2 and the UHAC at N.J.A.C. 5:80-26.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH’s rules at N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls in accordance with COAH’s rules and UHAC regulations.
- Bedroom Distribution. The Township’s affordable housing developer will follow the UHAC requirements regarding bedroom distribution for the affordable housing development on the site.
- Funding. As an inclusionary housing project, no outside sources of funding are anticipated.

Community Options

The Township is partnering with the organization known as Community Options on the creation of 20 bedrooms of special needs housing in group homes. It is anticipated that these bedrooms will be provided in approximately 4 single-family homes in the Township. Community Options and the Township are currently working together to identify appropriate homes for this use.

Community Options will identify the homes and will work with the Township, via developer's agreements, to identify the subsidy necessary to ensure the units are created and managed properly for a minimum of 30 years. These homes are anticipated to be located in or near residential neighborhoods.

As required by in N.J.A.C. 5:93-5.3, affordable housing sites shall be approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.3., for the production of low and moderate income housing. As demonstrated below, the homes selected for this program will meet these criteria.

- The sites will have a clear title and is free of encumbrances which preclude development of affordable housing.
- The sites will be adjacent to compatible land uses and has access to appropriate streets.
- Adequate sewer and water. The sites will have adequate water and waste disposal. Note that group homes are not required to be served by public sewer and as such, they may be located outside of the Township's sewer service area.
- The sites will be developed in accordance with R.S.I.S. Development of the sites will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- Development of the sites will consistent with the State Development and Redevelopment Plan (hereinafter the "State Plan") and the rules and regulations of all agencies with jurisdiction over the site. The majority of the Township is located in a "Smart Growth Planning Area consisting of the Metropolitan and Suburban Planning Areas, PA 1 and 2, respectively.
- The Township is not within jurisdiction of a Regional Planning Agency or CAFRA. The site is located in the Highlands Planning Area in the Environmentally Constrained Subzone of the Conservation Area.
- The sites will comply with all applicable environmental regulations.
- The sites will not negatively impact any historic or architecturally important sites and districts.

In addition to site suitability, the affordable housing project will meet the applicable requirements in the Uniform Housing Affordability Control rules (UHAC) (N.J.A.C. 5:80-26.1 et seq.).

- Administrative Entity. Community Options will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year affordability

controls on the units and provide long term administration of the units in accordance with COAH's rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.

- Low/Moderate Income Split. All units shall be for low or very low income households.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH's rules at N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls in accordance with COAH's rules and UHAC regulations.
- Bedroom Distribution. Group homes are exempt from bedroom distribution requirements.
- Funding. The Township will subsidize the creation of the 20 bedrooms. Notwithstanding, it is anticipated Community Options and/or other outside sources will also contribute funding to the program.

Pennrose Site

This site is a 10.5-acre property located at Route 38 on Block 4801, Lot 12. The site is located in the R/PO, Residential / Professional Office, district. The Property is surrounded by single-family residential uses. Just beyond the rear, or southern, property line is the municipal boundary between Moorestown and Mount Laurel.

The site will be developed with a 100% affordable housing project consisting of 75 family rental units.

As required by in N.J.A.C. 5:93-5.3, affordable housing sites shall be approvable, developable, and suitable, as defined in N.J.A.C. 5:93-1.3., for the production of low and moderate income housing. As demonstrated below, this site meets these criteria.

- The site has a clear title and is free of encumbrances which preclude development of affordable housing. The site has a protective covenant from 1947 that states homes may not be constructed on lots of less than half an acre. While it is unclear if this covenant is applicable (the lot will not be subdivided), the contract purchaser (Pennrose Properties) is seeking Court-removal of the covenant.
- The site is adjacent to compatible land uses and has access to appropriate streets. The site is surrounded by single-family detached homes and is located along a State Highway.
- Adequate sewer and water. The site is located in a sewer service area and a public water area.
- The site can be developed in accordance with R.S.I.S. Development of the site will be consistent with the Residential Site Improvement Standards, N.J.A.C. 5:21-1 et seq.
- Development of the site is consistent with the State Development and Redevelopment Plan (hereinafter the "State Plan") and the rules and regulations of all agencies with

jurisdiction over the site. The site is located in a “Smart Growth Planning Area”. The adopted 2001 State Plan designate the site in the Metropolitan Planning Area, PA 1.

- The development is not within jurisdiction of a Regional Planning Agency or CAFRA. The site is located in the Highlands Planning Area in the Environmentally Constrained Subzone of the Conservation Area.
- The site will comply with all applicable environmental regulations. The site contains substantial wetlands; however, adequate developable land is located at the southwest portion of the site to host the multi-family building and associated site improvements, such as parking. The developer will work with the NJDEP to secure the necessary permitting, such as a wetland crossing for access to the site, as part of their development approval process.
- The site will not impact any historic or architecturally important sites and districts. The site is not located in or proximate to an historic district.

In addition to site suitability, the affordable housing project will meet the applicable requirements in the Uniform Housing Affordability Control rules (UHAC) (N.J.A.C. 5:80-26.1 et seq.).

- Administrative Entity. The affordable housing developer will administer and affirmatively market the units at the site, income qualify applicants, place minimum 30-year affordability controls on the units and provide long term administration of the units in accordance with COAH’s rules at N.J.A.C. 5:93 et seq. and UHAC per N.J.A.C. 5:80-26.
- Low/Moderate Income Split. At least half of the affordable units developed will be affordable to low income households, and at least 13% will be affordable to very low income households. In the event that the actual number of affordable units constructed is an odd number, the units will always be split in favor of the low-income unit share per N.J.A.C. 5:93-7.2 and the UHAC at N.J.A.C. 5:80-26.
- Affirmative Marketing. The affordable units will be affirmatively marketed in accordance with COAH’s rules at N.J.A.C. 5:93 et seq. and N.J.A.C. 5:80-26.
- Controls on Affordability. The affordable units will have minimum 30-year affordability controls in accordance with COAH’s rules and UHAC regulations.
- Bedroom Distribution. The Township’s affordable housing developer will follow the UHAC requirements regarding bedroom distribution for the affordable housing development on the site.
- Funding. Pennrose Properties will seek Low Income Housing Tax Credits, as well as other available sources of funding. However, the Township has committed to provide a municipal subsidy to ensure the funding necessary to achieve the project. The amount of municipal subsidy will be addressed in a subsequent agreement with Pennrose Properties.

Accessory Apartments

As part of meeting the RDP, a 15-unit accessory apartment program will be implemented consistent with the requirements of N.J.A.C. 5:93-5.9. An accessory apartment is a self-contained residential dwelling unit with a kitchen, bathroom, sleeping quarters and a private entrance which is created to be occupied by a low or moderate income household. The accessory apartment may be created within an existing unit, be an addition to or be created in an accessory building.

The housing stock in Moorestown lends itself to the establishment of accessory apartments, as the homes are large and older. Twenty percent of the Township's homes were constructed prior to 1939 and an additional 25% were constructed between 1940 and 1959. Additionally, 78% of the Township's housing stock has 6 or more rooms. These older housing units with 6 or more rooms would be particularly appropriate for the creation of an accessory apartment.

The Township is seeking to provide 15 accessory apartments. The units will comply with N.J.A.C. 5:93-5.9, which requires, for example, ten (10) year affordability controls and demonstration that rents of accessory apartments will average 57.5 percent of median income, including utilities. Notwithstanding the minimum subsidies, the Township will provide a subsidy of \$20,000 for a moderate income unit and \$30,000 for a low income unit. Very low income units are not anticipated for this program. Accessory apartments are exempt from the bedroom distribution requirements (N.J.A.C. 5:93-5.9(b)). Additionally, this program will comply with the Uniform Housing Affordability Control rules (N.J.A.C. 5:80-26.1 et seq.) and will be administered by the Township's administrative agent. The Township will subsidize the program with development fees or other sources of municipal revenue as necessary.

Market to Affordable

The Township proposes to provide 30 affordable housing units through a market to affordable program. This program entails purchase of previously owned market rate units and offering them in sound condition to low or moderate income households. The Township will work with real estate professionals to identify eligible units and will also prioritize vacant homes in the community. The program is exempt from the bedroom distribution requirements (N.J.A.C. 5:93-5.9(b)). Additionally, this program will comply with the Uniform Housing Affordability Control rules (N.J.A.C. 5:80-26.1 et seq.) and will be administered by the Township's administrative agent. The Township will subsidize the program with development fees or other sources of municipal revenue as necessary.

AGREEMENT TO RESOLVE ISSUES BETWEEN THE TOWNSHIP OF MOORESTOWN AND FAIR SHARE HOUSING CENTER CONCERNING THE TOWNSHIP'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE TOWNSHIP SHALL SATISFY SAME.

In the Matter of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15

AMENDMENT

This Amendment, dated May __, 2019 ("Amendment"), to the Settlement Agreement, dated March 16, 2018 (the "earlier Agreement" or the "Settlement Agreement") is made by and between:

TOWNSHIP OF MOORESTOWN, a municipal corporation of the State of New Jersey, County of Burlington having an address at 111 W. Second Street, Moorestown, New Jersey 08057 (hereinafter the "Township" or "Moorestown");

And

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

WHEREAS, since its execution, there have been several changes in circumstances that require the amendment of the Settlement Agreement;

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree to amend the Settlement Agreement as follows:

A. Section 3 of the Settlement Agreement is hereby amended, replaced and restated in its entirety to read as follows:

Section 3. FSHC and Moorestown hereby agree that Moorestown's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey's Report)	19
Prior Round Obligation	606
Third Round (1999-2025) realistic development potential (RDP)	633*

FOOTNOTE 1 - Pursuant to this amended Settlement Agreement, Moorestown has received a downward adjustment in the amount of 30% from 1,667 units/credits (calculated by David Kinsey, PhD) to a total Third Round Prospective Need of 1,167 units/credits.

The parties agree to establish the Prior Round obligation at 606 units to reflect the determination by the Council on Affordable Housing by Monitoring Report, dated April 16, 2004, that the 621-unit Prior Round obligation should be reduced to 606 units, as reflected in the July 9, 1997 substantive certification of Moorestown's Second Round fair share plan. Through this agreement, the parties agree to defer to that determination and to request that the Court do so as well. Moorestown shall provide testimony or other evidence addressing this request at a fairness hearing held for the purpose of evaluating this Agreement.

B. All references in the Settlement Agreement to the Prior Round obligation, RDP and unmet need are hereby revised to be consistent the amended to Paragraph 3 detailed in Paragraph A of this amendment.

C. Section 10 of the Settlement Agreement is hereby amended, replaced and restated in its entirety to read as follows:

Section 10. The parties to this agreement recognize that the Honorable Ronald C. Bookbinder, A.J.S.C. issued a decision, dated March 25, 2019, with regard to the issue of the availability of the Pennrose 100% affordable development located at Block 4801, Lot 12; a.k.a., 160 W. Route 38 for the purpose in which it was included in the earlier Agreement in this matter. Based on that decision, it does not appear that the Township can demonstrate, within the timeframes contemplated in the earlier Agreement in this matter, that the Pennrose site is available for development. The parties agree that the Township shall nevertheless have the opportunity on or before the currently scheduled June 19, 2019 Fairness Hearing to show that the Pennrose site is available and that no deed restriction, currently in effect, limits the ability of the developer to develop the site in the manner contemplated by the earlier Agreement. In the event that the municipality cannot conclusively demonstrate that the site is available before or at the time of the Fairness Hearing, the Township agrees that it will rely on and shall demonstrate the provision of a realistic opportunity on the "Miles Technology Site" instead of on the Pennrose site.

In the event the Miles Technology Site is needed for the purpose of providing 75-family rental units, the municipality agrees to identify a qualified developer of 100% affordable projects and to demonstrate a realistic opportunity at the Miles Technology site for the production of the 75 family rental units contemplated at the Pennrose Site (Block 4801, Lot 12; a.k.a., 160 W. Route 38). The Miles Technology site is Block 3201, Lot 7 (300 W. Route 38) and consists of 3.69 acres. The site is adjacent to appropriate roads and on bus routes, has adequate public water and sewer, is not located adjacent to or close to land uses deleterious to residential development, does not contain environmentally sensitive land and has no deed restrictions preventing the development of affordable housing. The Parties agree that:

- a. In the event that the Miles site is utilized, the RDP as contemplated herein has already been increased by 15 to account for the change in RDP on the Miles

Technology Site. In addition, for settlement purposes only, the Township agrees to attribute RDP, as described herein, to the Pennrose Site in the event that the Miles Site is utilized in its place. The Parties agree that a change in may be relied upon by the Township to seek a modification of the RDP.

- b. The Township reserves the right to increase the unit count over 75 units if the Miles Site is utilized. In the event the Miles Site generates more than 75 affordable units, the Parties agree that the Township may make a corresponding reduction in the number of Market-to-Affordable units proposed in this Amendment.**
- c. The Township shall demonstrate site control of the Miles Site through whatever means necessary in accordable with applicable law, including the powers provided by the Fair Housing Act, N.J.S.A. 52:27D-301 et seq., within 100 days of the execution of this amended Agreement.**
- d. In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for any non-inclusionary affordable housing developments. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding has not been approved, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township meets this obligation as follows: Adoption of a Resolution of Intent to Fund Shortfall prior to the compliance hearing on this matter.**

In accordance with N.J.A.C. 5:93-5.5, for non-inclusionary developments, a construction or implementation schedule, or timetable, shall be submitted for each step in the development process: including preparation of a site plan, granting of municipal approvals, applications for State and Federal permits, selection of a contractor and construction. The schedule shall provide for construction to begin within two years of court approval of the earlier Agreement in this matter, except that the Township shall not be required to bond for the development of its municipally sponsored sites until 30 days after the awards are announced in the third Low Income Housing Tax Credit (LIHTC) application period established by NJHMFA after the date of the earlier Agreement in this matter, even if that period of time is greater than two (2) years, provided that in no circumstance shall the requirement to bond and to begin construction exceed 40 months from the court's August 28, 2018 approval of the earlier Agreement at a fairness hearing. The municipality shall indicate the entity responsible for undertaking and monitoring

the construction and overall development activity. The Township shall show how these obligations will be met as part of the Housing and Fair Share Plan prepared pursuant to the earlier Agreement in this matter and prior to the Compliance Hearing in this matter. In the event that the project is unable to secure 9% tax credits within the timeframes contemplated by this Agreement, the Township may utilize other available funds, including 4% tax Credits and bonding for the project.

D. Paragraph 8 of the Settlement Agreement is hereby amended to account for the following changes: **Centerton Road:** The Developer of that Site, CGC, will subdivide the Property in such a way that provides sufficient land for eighty-one (81) Senior Affordable Housing units on the subdivided lot. The subdivided lot will then be donated by CGC to the Township or an appropriate affordable housing developer, selected solely by the Township. However, in lieu of CGC providing senior affordable housing units as part of its 130 unit senior market rate development on the Property, the Township will accept the sum of \$2 million dollars, which represents roughly a \$87,000 per unit price for the 23 affordable units (15% of total units both market and would-be set aside = 153 total) that CGC would have been required to construct as part of their 130-unit senior market rate development project. In addition, CGC will provide and maintain a shared access drive to the Township's 81-unit senior affordable housing project lot as well as utility connections for the entire Property. Thus, CHC will be responsible for a Payment in Lieu ("PIL") for 23 of the affordable units representing the "Inclusionary Component" or the "PIL Component" of the Centerton Project. As to the remaining 58 affordable units (hereinafter the "100% component"), the Township intends to fund those 58 units with 9% tax credits and will adopt a resolution of intent to fund for any shortfall associated with the project. In the event that the project is unable to secure 9% tax credits within three funding cycles, the Township may utilize other available funds, including 4% tax Credits and bonding for the project or seek alternative compliance techniques for the production of the 81 affordable senior units. The Township acknowledges that the entirety of the 81-unit project is "municipally-sponsored" as defined by COAH's Prior Round Regulations (N.J.A.C. 5:93) and thus, a resolution of intent to bond for shortfall will be applicable to the entire 81-unit project. The Parties agree that in the event the Senior Cap precludes the Township from claiming credits for all 81 affordable senior units, the Township may reduce the number of affordable units for this project so long as the total number of affordable units is no less than a total 75 affordable units.

E. The Parties agree that the Township will include, as an inclusionary project, an 83-unit project at the Diocese of Trenton site, Block 8801, Lot 3.01. Of the 83 units, 20% will be affordable to low- and moderate income households, or up to 17 affordable units. Prior to the fairness hearing in this matter, the Township will provide a letter from the Diocese supporting this rezoning. Ordinances will be adopted for this parcel prior to the Compliance Hearing in this matter.

F. Except as specifically modified by this amended Agreement, the Township agrees that all ordinances required to be adopted by the earlier Agreement in this matter shall be introduced on or before June 19, 2019 and adopted within at most 30 days thereafter.

G. Exhibit C to the Settlement Agreement is hereby supplemented and modified as follows:

Adjustment to the Realistic Development Potential

Since the Settlement Agreement was executed, two sites now add to the RDP. These are the Land Resource Solutions tract on Block 1101, Lots 12-16 and Block 1102, Lots 40-44, and the Diocese of Trenton site on Block 8801, Lot 3.01. The Land Resource Solutions tract consists of the corner lots at the intersection of Cottage Avenue and Camden Avenue. The Zoning Board of Adjustment approved a 26-unit multi-family housing development in January 2019 and imposed a 4-unit affordable housing obligation on the application as a condition of approval. The two corner lots previously generated a total RDP of 1.03 units. The 26 units generate an RDP of 5.2, for a net increase of 4.17 units.

The Diocese of Trenton site is located next to the Burlington County Agricultural Center on Centerton Road. Recently, the Diocese has expressed interest in developing (or selling the property for development of) housing. This site is 17.8 acres of which 1.85 acres are wetlands and 4.51 acres are unbuildable (a finger of land behind the Toll Brothers site against the interstate’s right-of-way). The Township has agreed to include the site for a total of 83 units with a 20% set aside. This yields an RDP of 16.6 units. In addition, the Township has agreed to include the Pennrose Site in the RDP in the event that the Miles Site is ultimately utilized at a density of 6 units per acre. The Site is 5.2 developable acres and thus generates an RDP of 6.24.

Added together, the three sites increase the RDP by 27 units. Added to the initial 606-unit RDP, the revised RDP is 633 units.

H. The above changes result in the following revised compliance techniques for the Township’s Prior Round compliance and Exhibit B to the Settlement Agreement shall be supplemented and amended as follows:

<u>Name</u>	<u>Type</u>	<u>Units</u>	<u>Bonuses</u>	<u>Tenure</u>	<u>Status</u>
Family Service/Kings Hwy., Inc.	Special Needs	3	3	Rental	Existing
Oaks Integrated Care (7 of 11)	Special Needs	7	7	Rental	Existing
NJ Mentor/Foundation for the Challenged	Special Needs	4	4	Rental	Existing
A.D.E.P.T. Programs Group Home	Special Needs	5	5	Rental	Existing

Courthouse	Municipally-Sponsored Senior	8		Rental	Existing
Firehouse	Municipally-Sponsored Senior	8		Rental	Existing
66-68 E. Second St.	Municipally-Sponsored	3	3	Rental	Existing
124 E. Second Street	Municipally-Sponsored	1	1	Rental	Existing
203-205 W. Second Street	Municipally-Sponsored	2	2	Rental	Existing
411 S. Lenola Road	Municipally-Sponsored	1	1	Rental	Existing
528 Bethel Ave.	Municipally-Sponsored	1	1	Rental	Existing
Albany Acres	Municipally-Sponsored	9	9	Rental	Existing
Baylor Arms (formerly Chestertowne Village)	Municipally-Sponsored	45	45	Rental	Existing
Cedar Court	Municipally-Sponsored	8		Sale	Existing
Creed I	Municipally-Sponsored	12	12	Rental	Existing
Colonial Arms	Municipally-Sponsored	21	21	Rental	
Lenola School	Municipally-Sponsored	33	13	Rental	Existing
Stokes Place (10 of 16)	Municipally-Sponsored	10	-	Rental	Existing
Teaberry Run	Municipally-Sponsored	24	-	Rental	Existing
Beverly City	RCA	75	-	N/A	Complete
Mt. Holly Township	RCA	199		N/A	Complete
Totals		479	127		
Grand Total			606		

I. The above changes result in the following revised compliance techniques for the Township's Round 3 RDP compliance:

<u>Name</u>	<u>Type</u>	<u>Units</u>	<u>Bonuses</u>	<u>Tenure</u>	<u>Status</u>
Community Options Group Homes	Special Needs	20		Rental	
Oaks Integrated Care (4 of 11)	Special Needs	4		Rental	
66-68 E. Second Street	Extensions of Expiring Controls	3		Rental	
124 E. Second Street	Extensions of Expiring Controls	1		Rental	
528 Bethel Avenue	Extensions of Expiring Controls	1		Rental	
Beech Street	Extensions of Expiring Controls	18		Rental	

Clover Apartments	Extensions of Expiring Controls	5		Rental	
Lenola School	Extensions of Expiring Controls (Senior)	33		Rental	
Moorestown Court	Extensions of Expiring Controls (Senior)	8		Rental	
Musser Court	Extensions of Expiring Controls	16		Rental	
Stokes Place	Extensions of Expiring Controls (Senior)	16		Rental	
428 Camden Avenue	Municipally Sponsored 100%	1	1	Rental	Existing
Creed II	Municipally Sponsored 100%	8	8	Rental	Existing
Linden Place	Municipally Sponsored 100% (Senior)	26		Rental	Existing
Penrose or Miles Technology Site	100% Affordable Housing	75	75	Rental	Proposed
MEND (Municipally-Sponsored units)	100% Affordable Housing (Senior)	52* (of up to 58)		Rental	Proposed
Sbar	Inclusionary Development	36		Either	Proposed
MRD	Inclusionary Development	35	35	Rental	Proposed
Nagle Tract	Inclusionary Development	45	40	Rental	Proposed
Diocese	Inclusionary Development	17	-	Either	Proposed
Land Resource Solutions	Inclusionary Development	4		Rental	Proposed
Centerton Road (PIL units)	Municipally Sponsored/PIL (Senior)	23		Rental	Proposed
Accessory Apartments	Other Compliance Mechanisms	15		Rental	
Market-to-Affordable Program	Other Compliance Mechanisms	12		-	
TOTALS		474	159		
Grand Total				633	

J. **Market-to-Affordable:** The Township shall complete all 11 Market-to-Affordable units by July 1, 2024. The Township shall complete no less than 2 of the 11 MTA units by July 1, 2020 and no less than 8 total by July 1, 2022.

K. Finally, nothing in this Amendment shall impact the validity of all remaining provisions in the March 2018 FSHC Settlement Agreement.

Witness/Attest:

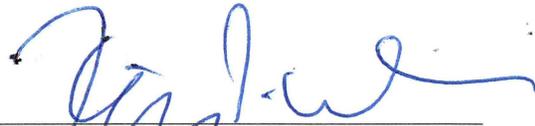


Dated: 5/17/2019

Witness/Attest:

Dated: _____

FAIR SHARE HOUSING CENTER:

By: 

Kevin D. Walsh, Esq.
On Behalf of Fair Share Housing Center

TOWNSHIP OF MOORESTOWN:

By: _____
Lisa Petriello, Mayor
On Behalf of the Township of Moorestown

AGREEMENT TO RESOLVE ISSUES BETWEEN THE TOWNSHIP OF MOORESTOWN AND FAIR SHARE HOUSING CENTER CONCERNING THE TOWNSHIP'S MOUNT LAUREL FAIR SHARE OBLIGATIONS AND THE MEANS BY WHICH THE TOWNSHIP SHALL SATISFY SAME.

In the Matter of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15

AMENDMENT

This Second Amendment, dated September 9, 2019 (the "Second Amendment"), to the Settlement Agreement, dated March 16, 2018 (the "Original Settlement Agreement") and to the First Amendment, dated June 10, 2019 (the "First Amendment") is made by and between:

TOWNSHIP OF MOORESTOWN, a municipal corporation of the State of New Jersey, County of Burlington having an address at 111 W. Second Street, Moorestown, New Jersey 08057 (hereinafter the "Township" or "Moorestown");

And

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

WHEREAS, the Original Settlement Agreement contemplated a 100% affordable project consisting of 75 family affordable rental units at the Pennrose Site (Block 4801, Lot 12; a.k.a., 160 W. Route 38) or alternative site(s) in the event that the Pennrose Site was not "available" at the time of compliance;

WHEREAS, on June 10, 2019, FSHC and the Township entered into the First Amendment, which among other things, identified the "Miles Site" located at 300 W. Route 38 as the alternative to the Pennrose Site in the event that the Pennrose Site remained unavailable as of the time of the Fairness Hearing of June 24, 2019;

WHEREAS, on June 24, 2019 the Pennrose Site remained unavailable for the proposed project;

WHEREAS, as a result, the Township attempted to negotiate for the acquisition of the Miles Site;

WHEREAS, during negotiations, the Township discovered another parcel that is available for the 75-unit affordable rental housing project located at 307 Harper Drive, Moorestown, NJ (hereinafter the "Harper Site");

WHEREAS, the Township authorized the transmission of a Letter of Intent (“LOI”) for the acquisition of the Harper Site on September 3, 2019;

WHEREAS, on September 9, 2019, the Township adopted a Resolution authorizing the Township to enter into a contract for the acquisition of the Harper Site;

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree this Second Amendment to the Settlement Agreement and First Amendment as follows:

I. The Harper Site shall replace the Miles Technology Site for the purposes of the construction of the 100% affordable development contemplated in the Settlement Agreement and First Amendment, consisting of 75 affordable family rental units.

II. The Parties acknowledge that the Realistic Development Potential (“RDP”) shall remain 633 as contemplated in the First Amendment, except that the 15 units of RDP associated with the Miles Site shall now be associated and attributable instead to the Harper Site.

III. All other requirements of the First Amendment that had applied to the Miles Site now apply to the Harper Site except as follows:

- a. **Site Control:** The Township shall obtain the requisite site control of the Harper Site by no later than October 20, 2019;
- b. **Deadlines:** No other dates and timelines shall not be impacted by this Second Amendment including, but not limited to, the date of the final Compliance Hearing, tax credit deadlines and compliance requirements and deadlines for municipally-sponsored programs including the requirements of N.J.A.C. 5:93-5.5.

IV. The Parties acknowledge that this Second Amendment is subject to approval at a duly noticed Fairness Hearing and will seek that approval at the time of a final Compliance Hearing in this matter.

V. Nothing in this Amendment shall impact the validity of all remaining provisions in the March 2018 FSHC Settlement Agreement or the First Amendment thereto.

Witness/Attest:

[Handwritten Signature]

Dated: 11/11/2019

FAIR SHARE HOUSING CENTER:

By: *[Handwritten Signature]*
Kevin D. Walsh, Esq.
On Behalf of Fair Share Housing Center

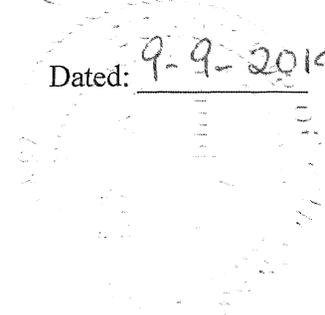
Witness/Attest:

[Handwritten Signature]

Dated: 9-9-2019

TOWNSHIP OF MOORESTOWN:

By: *[Handwritten Signature]*
Lisa Petriello, Mayor
On Behalf of the Township of Moorestown



Appendix B

2018, 2019 Orders on Fairness and Preliminary Compliance Hearing

CAPEHART SCATCHARD, P.A.
142 West State Street
Trenton, New Jersey 08608
Attorneys for the Township of Moorestown

FILED with the Court
AUG 28 2018

Ronald E. Bookbinder, A.J.S.C.

By: Kelly A. Grant, Esq.
Attorney ID No: 026962010
(609)394-2400

IN THE MATTER OF THE APPLICATION :
OF THE TOWNSHIP OF MOORESTOWN : SUPERIOR COURT OF NEW JERSEY
COUNTY OF BURLINGTON : LAW DIVISION
: DOCKET NO. BUR-L-1604-15
:
: Civil Action
: (Mount Laurel)
:
:
: ORDER APPROVING SETTLEMENT
: AGREEMENTS AFTER FAIRNESS
: HEARING
:

This matter having been opened to the Court by Capehart Scatchard, P.A., Kelly A. Grant, Esq., appearing on behalf of Declaratory Plaintiff, the Township of Moorestown (the "Township") via Declaratory Judgment Complaint filed on July 8, 2015 seeking a determination that the Township has complied with its Third Round (1999-2025) Mount Laurel obligation, in accordance with the procedures set forth in In Re Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 NJ 1 (2015) ("Mount Laurel IV"); and the Court having granted the Township immunity from Mount Laurel lawsuits from the time of the filing of the Township's Declaratory Judgment action (hereinafter "DJ Action") and the Court having

appointed Elizabeth C. McKenzie, AICP, PP, as the Special Mount Laurel Master (hereinafter "Court Master"); and Kelly A. Grant, Esq., Kevin D. Walsh, Esq. appearing on behalf of Fair Share Housing Center ("FSHC"), Richard J. Hoff, Jr, Esq. (representing Laurel Creek, L.P.), George Matteo, Esq. (representing MRD, LP), Tracy A. Siebold, Esq. (representing ILM Center Associates, LP), James W. Burns, Esq., (representing Cameron General Contractors) and Meryl A. G. Gonchar, Esq. (representing Pennrose, LLC) having entered into mediation supervised by the Court Master to try to agree on the magnitude of the Township's third round fair share obligation and how the Township would comply with same; and the Township and FSHC having agreed upon a form of Settlement Agreement; and at this point in the process resulting from the Mount Laurel IV decision, it is appropriate for FSHC and the Township to have arrived at a settlement regarding the Township's third round present need and prospective need, instead of doing so through plenary adjudication of the third round need; and the Court having set a date of August 8, 2018 for a Fairness Hearing to entertain approval of both the settlement agreement between the Township and FSHC; and to determine whether said settlement agreement is fair, reasonable and adequately protects the interests of low- and moderate-income households; and to entertain approval of the Township's preliminary compliance efforts; and the Township having provided proper public and

actual notice of the Fairness Hearing; and having had objections to the settlement agreement received and reviewed by the Court appointed Special Master and counsel of record; and counsel for the Township having prepared an Affidavit of Public Notice to document that proper notice of the Fairness Hearing had been given; and the Court Master having submitted a report to the Court on July 31, 2018 regarding the proposed settlement between the FSHC and the Township, and the Township's preliminary compliance efforts; and the Fairness Hearing having been held on August 8, 2018, and the Court having considered the testimony of Elizabeth McManus, PP, AICP, affordable housing planner for the Township, which summarized the Township's fair share obligations and the Township's preliminary compliance efforts; and the Court having considered the July 24, 2018 report, recommendations and testimony of Art Bernard on behalf of Pennrose; and the Court having considered the recommendations of the Court Master as set forth in a letter report dated July 31, 2018 and in oral testimony taken during the Fairness Hearing recommending that the Court approve the agreement and the Township's preliminary compliance efforts, as well as to the comments of counsel and of lay witnesses; and the Court having reviewed all of the documents submitted into evidence during the Fairness Hearing; and the Court being satisfied that the parties are entitled to the relief sought; and good cause having been shown;

IT IS HEREBY ORDERED ON THIS 28th day of August, 2018, as follows:

1. The Court finds and determines pursuant to the judicial standards prescribed by the Appellate Division in East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), and through analysis of the Township's Settlement Agreement with FSHC, the Court Master's report, and on the basis of the testimony taken during a Fairness Hearing conducted on August 8, 2018; that the settlement between FSHC and the Township is fair, reasonable and adequately protects the interest of low and moderate-income households, and the Court hereby approves the Township's Settlement Agreement with FSHC which includes the Township's preliminary compliance mechanisms subject to the conditions set forth below.

2. Within 120 days of the entry of this order, the Township shall (a) prepare a Housing Element and Fair Share Plan, including a Spending Plan, reflecting all of the terms and conditions of the Township's Settlement Agreement with FSHC, along with any and all necessary supporting documents; (b) have the Housing Element and Fair Share Plan adopted by the Township Planning Board; (c) have the Housing Element and Fair Share Plan endorsed by the Township Governing Body; and (d) submit the Housing Element and Fair Share Plan, and all required supplementary documentation and the Spending Plan, to the Court and the Court Master for review and recommendation by the Court Master and for approval by the Court.

Consistent with these terms, the Township shall adopt any ordinances that are necessary to provide for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance in order to implement the terms of this settlement agreement and the zoning contemplated herein. A copy of the documents referenced in subsection (d) above shall also be placed on file with the Municipal Clerk for the Township of Moorestown and notice shall be provided to intervenor defendants, to the public, to the service list and to affordable housing providers serving Housing Region 5. The Court shall schedule a Compliance Hearing for the Court to consider approval of the Township's Housing Element and Fair Share Plan and the issuance of a Judgment of Compliance and Repose, which will provide the Township and its Planning Board with immunity from Mount Laurel lawsuits through July 1, 2025.

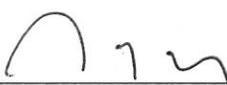
3. The Township agrees to comply with all of the conditions set forth in the attachment to the July 31, 2018 letter of the Special Master. Further, the Township agrees to comply with the additional condition set forth on the record during the Fairness Hearing, including that the Township, Laurel Creek, L.P. and Cameron General Contractors shall provide a copy of the release secured from Comcast Center within 120 days from the date of this Order.

4. The temporary immunity from Mount Laurel lawsuits that is currently in place for the Township and its Planning Board will remain in place through the date of the Compliance Hearing.

5. As a result of the Settlement between the Township and FSHC, the Township's Third Round Rehabilitation Obligation is 19 units, the Township's Prior Round Obligation is 621 units and the Township's Third Round Fair Share Obligation (gap and prospective need) is 1,167. Also as a result of the Settlement, the Township received a vacant land adjustment with a 606 unit RDP and a 561 unit unmet need.

6. The Township has proposed to adopt a satisfactory plan to address its entire fair share obligation.

7. Counsel for the Township shall provide all counsel and the Court Master with a copy of this Order within seven (7) days of receipt.



HON. RONALD E. BOOKBINDER, A.J.S.C.

JEFFREY R. SURENIAN AND ASSOCIATES, LLC

Brielle Galleria

707 Union Avenue, Suite 301

Brielle, NJ 08730

(732) 612-3100

Attorneys for Declaratory Plaintiff, Township of Moorestown

By: Jeffrey R. Surenian (Attorney ID: 024231983)

Michael J. Edwards (Attorney ID: 032112012)

FILED with the Court

JUL 19 2019

Ronald E. Bookbinder, A.J.S.C.

**IN THE MATTER OF THE
APPLICATION OF THE TOWNSHIP
OF MOORESTOWN, COUNTY OF
BURLINGTON**

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BURLINGTON COUNTY**

Docket No.: BUR-L-1604-15

Civil Action
(Mount Laurel)

**ORDER APPROVING SETTLEMENT
AGREEMENT AMENDMENT BETWEEN
TOWNSHIP OF MOORESTOWN AND
FAIR SHARE HOUSING CENTER**

THIS MATTER having been initially opened to the Court by Capehart Scatchard, PA, Kelly Grant, Esq. appearing on behalf of the Township of Moorestown (the “Township”) via Declaratory Judgment Complaint filed on July 8, 2015 seeking a determination that the Township has complied with its Third Round (1999-2025) Mount Laurel obligation in accordance with the procedures set forth in In re Adoption of NJAC 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015 (Mount Laurel IV”); and the Court having granted the Township immunity from Mount Laurel lawsuits from the filing of the Township’s Declaratory Judgment Action (hereinafter “DJ Action”) which is still in full force and effect; and the Court having appointed Elizabeth McKenzie, P.P. as the Special Mount Laurel Master; and the Township and FSHC having entered a Settlement resolving the case globally in March of 2018; and the Court having held a Fairness Hearing on August 8, 2018 to entertain the approval of the Fair Share Housing Center Settlement Agreement (hereinafter

“FSHC Settlement”); and an order having been entered on August 17, 2018 declaring that the FSHC Settlement is fair, reasonable and adequately protects the interests of low- and moderate-income households; and since that time, the Township having retained Jeffrey R. Surenian and Associates, LLC, as the new affordable housing attorneys; and the Court having appointed John Maczuga, P.P., A.I.C.P as the new Court-Appointed Master (hereinafter “Court Master”); and since the time of the original Settlement, the Township having entered into an Amendment to the Settlement Agreement with FSHC (hereinafter “FSHC Amendment”); and the Court having entered a scheduling order setting a Fairness Hearing to be held on June 19, 2019; and the Court entered a subsequent order on May 29, 2019 adjourning the Fairness Hearing until June 24, 2019; and on June 19, 2019, the Court having formally adjourned the Fairness Hearing on the record; and the Township’s professionals and FSHC having agreed upon a form of Settlement Amendment (Exhibit P-4 and together with all exhibits thereto), which was executed by Kevin Walsh, Esq. on behalf of FSHC on May 17, 2019; and the Township Council having adopted a Resolution on June 10, 2019 (Exhibit P-6) authorizing the Mayor of Moorestown to execute the FSHC Amendment, which she subsequently did on June 10, 2019; and that at this point in the process resulting from the Mount Laurel IV decision, it is appropriate for FSHC and the Township to have arrived at an agreement regarding the Township’s third round present and prospective need, RDP and unmet need and compliance therewith; and the Court having set a date of June 24, 2019 for the Fairness Hearing to entertain approval of the FSHC Amendment between FSHC and the Township, and to determine whether said FSHC Amendment is fair, reasonable and adequately protects the interests of low- and moderate-income households; and the Township having provided proper public and actual notice of the Fairness Hearing; and written objections to the FSHC Amendment having been received from Pennrose, LLC on June

12, 2019 and the Township having responded to the objections on June 14, 2019; and the Township having filed a Motion in Limine, dated June 18, 2019; and Pennrose, LLC having filed supplemental objections on June 21, 2019; and counsel for the Township having prepared an Affidavit of Public Notice of Michael Edwards, Esq., (Exhibit P-8) to document that proper notice of the Fairness Hearing had been given; and the Court having ruled prior to the Fairness Hearing to limit the scope of the hearing and testimony to items that had not previously been subject to a fairness determination by way of the Court's August 17, 2019 Fairness Hearing Order; and during the Fairness Hearing Exhibits P-1 to P-17 were marked into evidence; and the Court having considered the testimony of Brain Slaugh, P.P., A.I.C.P., Arthur Bernard, P.P. and the Court's Special Master taken during the Fairness Hearing, as well as the comments of counsel; and the Court having reviewed all of the documents submitted into evidence during the Fairness Hearing; and the Court being satisfied that the parties are entitled to the relief sought; and good cause having been shown;

IT IS on this 19th day of July 2019, **ORDERED** as follows:

1. The Court finds and determines pursuant to the judicial standards prescribed by the Appellate Division in East/West Venture v. Bor. Of Fort Lee, 289 N.J. Super. 311 (App. Div. 1996) and in Morris County Fair Housing Council v. Boonton Tp., 197 N.J. Super. 359 (Law Div. 1984), affd o.b., 209 N.J. Super. 108 (App. Div. 1986) and East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), and through analysis of the FSHC Amendment (Exhibit P-4), and on the basis of the testimony taken during the Fairness Hearing conducted on June 24, 2019, that the Settlement Agreement Amendment between FSHC and the Township continues to be fair, reasonable and adequately protects the interest of low- and moderate-income

households, and the Court hereby approves the FSHC Settlement Agreement Amendment which includes the Township’s preliminary compliance mechanisms as (Exhibit P-4).

2. The Court finds that the Township’s proposed affordable housing strategy as set forth within the FSHC Settlement Agreement Amendment is facially constitutionally compliant and provides a fair and reasonable opportunity for the Township to meet its obligation under Mount Laurel IV, subject to the Township’s compliance with the conditions set forth hereinafter and for the reasons set forth by the Court on the record on June 24, 2019.

3. As a result of the Settlement Amendment between the Township and FSHC, the Township’s Rehabilitation Obligation is 19, the Township’s Prior Round Obligation (1987-1999) is 606 and the Township’s Gap + Prospective Need Obligation (1999-2025) (the “Round 3 Obligation”) is 1,167. As to the Round 3 Obligation, the Township is entitled to a Vacant Land Adjustment yielding a Realistic Development Potential (RDP) of 633 and an unmet need of 534.

4. Pursuant to the Settlement Agreement Amendment, the Township shall satisfy its Round 3 RDP as follows:

<u>NAME</u>	<u>TYPE</u>	<u>UNITS</u>	<u>BONUSES</u>	<u>TENURE</u>	<u>STATUS</u>
Community Options Group Homes	Special Needs	20		Rental	
Oaks Integrated Care (4 of 11)	Special Needs	4		Rental	
66-68 E. Second Street	Extensions of Expiring Controls	3		Rental	
124 E. Second Street	Extensions of Expiring Controls	1		Rental	
528 Bethel Avenue	Extensions of Expiring Controls	1		Rental	

Beech Street	Extensions of Expiring Controls	18		Rental	
Clover Apartments	Extensions of Expiring Controls	5		Rental	
Lenola School	Extensions of Expiring Controls (Senior)	33		Rental	
Moorestown Court	Extensions of Expiring Controls (Senior)	8		Rental	
Musser Court	Extensions of Expiring Controls	16		Rental	
Stokes Place	Extensions of Expiring Controls (Senior)	16		Rental	
428 Camden Avenue	Municipally Sponsored 100%	1	1	Rental	Existing
Creed II	Municipally Sponsored 100%	8	8	Rental	Existing
Linden Place	Municipally Sponsored 100% (Senior)	26		Rental	Existing
Miles Technology Site	100% Affordable Housing	75	75	Rental	Proposed
MEND (Municipally-Sponsored units)	100% Affordable Housing (Senior)	52* (of up to 58)		Rental	Proposed
Sbar	Inclusionary Development	36		Either	Proposed
MRD	Inclusionary Development	35	35	Rental	Proposed
Nagle Tract	Inclusionary	45	40	Rental	Proposed

	Development				
Diocese	Inclusionary Development	17	-	Either	Proposed
Land Resource Solutions	Inclusionary Development	4		Rental	Proposed
Centerton Road (PIL units)	Municipally Sponsored/PIL (Senior)	23		Rental	Proposed
Accessory Apartments	Other Compliance Mechanisms	15		Rental	
Market-to-Affordable Program	Other Compliance Mechanisms	12		-	
TOTALS		474	159		
Grand Total		633			

5. The Township’s unmet need mechanisms remain the same as contemplated in the Court’s Order of August 17, 2019.

6. Within 160 days of the entry of this Order, the Township shall (a) prepare a Housing Element and Fair Share Plan, including a Spending Plan, reflecting all of the terms and conditions of the FSHC Settlement Agreement Amendment; along with any and all necessary supporting documents; (b) submit the Housing Element and Fair Share Plan, and any and all supporting documents, to the Court Master for review and comment; (c) seek to have the Housing Element and Fair Share Plan adopted by the Township Planning Board; (d) have the Housing Element and Fair Share Plan endorsed by the Township Council; and (e) submit the Housing Element and Fair Share Plan, and all required supplementary documentation, including the Spending Plan, to the Court, the Court Master for final review and recommendation by the

Court Master and for approval by the Court. Within 30 days of the completion of these tasks, the Court will schedule a Compliance Hearing for the Court to consider approval of the Township's Housing Element and Fair Share Plan, and the issuance of a Judgment of Compliance and Repose, which will provide the Township and its Planning Board with immunity from Mount Laurel lawsuits through July 2, 2025.

7. The immunity from all Mount Laurel lawsuits previously granted to the Township of Moorestown, the Governing Body of the Township of Moorestown, and the Planning Board of the Township of Moorestown will remain in place until one month after the date the final Compliance Hearing is held.

8. Any Party intending to appeal this decision/order shall inform the Court in advance and pursuant to Court Rules, the Court reserves the right to expand its finding of facts and conclusions of law.

9. Counsel for the Township shall provide all parties with a copy of this Order within seven (7) days of receipt.



Hon. Ronald E. Bookbinder, A.J.S.C
(Ret. temporarily assigned on Recall)

DOCUMENTS MARKED INTO EVIDENCE

Exhibit P-1: Settlement Agreement between the Township of Moorestown and Fair Share Housing Center, dated March 2018

Exhibit P-2: Special Master Report authored by Elizabeth McKenzie, PP, dated July 31, 2018

Exhibit P-3: Order Approving the March 2018 FSHC/Township Settlement Agreement, August 28, 2018

Exhibit P-4: Settlement Agreement Amendment between the Township of Moorestown and FSHC, dated June 10, 2019

Exhibit P-5: Township Resolution authorizing the execution of the FSHC Settlement Agreement

Exhibit P-6: Township Resolution authorizing the execution of the FSHC Settlement Agreement Amendment

Exhibit P-7: Special Master's Report of John Maczuga, AICP/PP, dated June 18, 2019

Exhibit P-8: Notice Certification of Michael J. Edwards dated June 18, 2019

Exhibit P-9A: Revised suitability Analysis of new sites original settlement agreement

Exhibit P-9B: Site Suitability Report prepared by Kendra Lelie, PP/AICP

Exhibit P-10: Relevant Portions of COAH's Round 2 Regulations, N.J.A.C. 5:93-4.2

Exhibit P-11A: Relevant pages to the July 9, 1997 Resolution

Exhibit P-11B: Relevant pages to the March 13, 1997 COAH Compliance Report prepared for the Township of Moorestown

Exhibit P-12: Pennrose Objections dated June 12, 2019 and enclose report of Arthur Bernard, PP

Exhibit P-13: Township Response to objections dated June 14, 2019

Exhibit P-14: Pennrose Reply to Township's Response, dated June 21, 2019

Exhibit P-15: Diocese of Trenton letter in support dated June 20, 2019

Exhibit P-16: ILM Center Associates letter re: developing inclusionary mixed use, dated June 20, 2019

Exhibit P-17: Relevant Portions and attachments to a Report of Arthur Bernard, PP, dated March 8, 2014

Appendix C

Resolution of Approval by the Planning Board

RESOLUTION # PB- 34-2020

MOORESTOWN TOWNSHIP PLANNING BOARD

RESOLUTION ADOPTING AN AMENDMENT TO THE LAND USE PLAN ELEMENT,
REVISED HOUSING ELEMENT AND FAIR SHARE PLAN OF THE MASTER PLAN

WHEREAS, on March 10, 2015, the Supreme Court transferred responsibility to review and approve housing elements and fair share plans from the Council on Affordable Housing (COAH) to designated Mount Laurel trial judges within the Superior Court; and,

WHEREAS, on July 8, 2015, the Township submitted a Declaratory Judgment Action to the New Jersey Superior Court; and,

WHEREAS, on August 28, 2018, the Honorable Ronald E. Bookbinder, A.J.S.C., issued a Court Order approving a Settlement Agreement between the Township and Fair Share Housing Center that established the Township's fair share obligation and approved the Township's compliance mechanisms; and,

WHEREAS, the Township's and Planning Board's affordable housing consultant Brian Slaugh, PP, AICP, prepared a Third Round Housing Element and Fair Share Plan for the Planning Board to review; and,

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board of the Township, County of Burlington, State of New Jersey (the "Board"), held public hearings on December 13, 2018 and April 4, 2019 on a proposed amendment to the Land Use Element and Third Round Housing Plan Element and Fair Share Plan of the Master Plan to implement the Master Plan Reexamination Report previously adopted by the Planning Board on December 6, 2018; and,

WHEREAS, upon the conclusion of the public hearings on April 4, 2019, the Board determined that the proposed Third Round Housing Plan Element and Fair Share Plan dated December 13, 2018, exclusive of Appendix Q containing the Draft Zoning

Ordinance Amendment for Implementation, were consistent with the goals and objectives of the Township of Moorestown's Master Plan, would guide the use of lands in the municipality in a manner protecting the public health and safety and promoting the general welfare in accordance with N.J.S.A. 40:55D-28, and the adoption and implementation of the proposed Third Round Housing Plan Element and Fair Share Plan would provide the realistic opportunity for the development of affordable housing to meet present and prospective housing needs in accordance with N.J.S.A. 52:27D-310 and furthermore adopted on April 4, 2019 the Land Use Plan Element amendment of the Master Plan;

WHEREAS, during implementation of the steps necessary to properly address the compliance mechanisms essential to the Settlement Agreement there was ongoing development within the Township that affected its realistic development potential, which development consisted of land use relief granted to Land Resources Solutions, LLC for apartments in the Lenola Town Center, land owned by the Trenton Diocese became available for affordable housing development and land known as the Pennrose site on Route 38 previously included in the Land Use Plan Element of the Master Plan as property to be developed for 75 affordable housing units was no longer available; and,

WHEREAS, these events caused the municipality to enter further negotiations with Fair Share Housing Center that resulted in an amendment to the Settlement Agreement executed on June 10, 2019; and,

WHEREAS, following a public hearing on June 24, 2019, the Honorable Ronald E. Bookbinder, A.J.S.C., issued a Court Order on July 19, 2019, approving the amendment to the Settlement Agreement between the Township and Fair Share Housing Center that established a revised fair share obligation and approved additional compliance mechanisms; and,

WHEREAS, as a result of this amended settlement agreement the Township's affordable housing consultant Brian Slaugh, PP, AICP, prepared an Amendment to the Land Use Plan Element which; excludes the former Pennrose 75 affordable housing unit site, includes a site on Harper Drive for development of the same number of affordable housing units and modifies the housing element fair share plan by taking into consideration the impact of ongoing development on the Township's affordable housing obligation. This was presented in a report to the Planning Board at a duly noticed public hearing before the Moorestown Planning Board on December 5, 2019, which report is incorporated herein by reference; and,

WHEREAS, the Township is preparing for the Compliance Hearing for Declaratory Judgment Action to the New Jersey Superior Court to take place in December 2020; and,

WHEREAS, the Township's affordable housing consultant Brian Slaugh, PP, AICP, has prepared an Amendment to the Land Use Plan Element revised to December 2020 which addresses items required for conformance with the settlement agreement, the changes which are outlined in a memorandum prepared by Brian Slaugh, PP, AICP, dated November 20, 2020 attached hereto and presented to the Moorestown Planning Board at a duly noticed public hearing on December 3, 2020.

NOW, THEREFORE BE IT RESOLVED, by motion duly made by Christopher M. Chesner and duly seconded by Ryan Vander Wielen that the Moorestown Township Planning Board of the Township of Moorestown, County of Burlington, State of New Jersey, hereby adopts the amendment to the land use plan element of the revised housing element and fair share plan of the Master Plan, prepared by Brian Slaugh and dated December 3, 2020, subject to the changes which are outlined in a memorandum prepared by Brian Slaugh, PP, AICP, dated November 20, 2020 attached hereto and subject to the revised density for the Sbar property of 14 units per acre.

The above resolution was adopted by a 9 to 0 vote of the Moorestown Planning Board at a meeting held on December 3, 2020.

ROLL CALL VOTE:

IN FAVOR: Thomas J. Merchel, Christopher M. Chesner, Brian Donnelly, Douglas M. Joyce, Christopher J. Locatell, Robert P. Musgnug, John Logue, Ryan Vander Wielen, Dianne Walker

OPPOSED: None

CERTIFICATION

I hereby certify that this is a true copy of the resolution memorializing the adoption of the amendment to the land use plan element, revised housing element and the fair share plan of the master plan adopted December 3, 2020.


Nancy W. Jamianow, Secretary



MEMORANDUM

Clarke Caton Hintz

Architecture
Planning
Landscape Architecture

To: Moorestown Township Planning Board
From: Brian Slaugh, PP, AICP
Affordable Housing Consultant
Re: Revised Housing Element and Fair Share Plan
Date: November 20, 2020

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 883 8383
Fax: 609 883 4044

At its December 3, 2020 meeting the Planning Board will conduct a public hearing on a revision to the Third Round Housing Element and Fair Share Plan. This is a public hearing on a Master Plan revision. The Planning Board first adopted a Third Round housing plan under the present rules on April 7, 2019 which was subsequently modified on December 5, 2019.

The Township continues to be under the supervision of the Court which stems from filing a Declaratory Judgment action on July 8, 2015 in accordance with the instructions set out by the New Jersey Supreme Court in In Re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015). The Township is seeking a judgment of compliance and repose for its affordable housing efforts as represented by the housing plan now before you. That process involves a settlement agreement with Fair Share Housing Center, several intervenors/interested parties, and a judicially appointed special master. Because of changed circumstances over the past year since the last time the Planning Board took action, the housing plan is being revised prior to a scheduled court hearing on December 22 where a decision may be made as to the plan.

John Hatch, FAIA
George Hibbs, AIA
Brian Slaugh, AICP
Michael Sullivan, AICP
Michael Hanrahan, AIA
Mary Beth Lonergan, AICP

In order to guide the Planning Board in reviewing this rather large document, I have prepared this memorandum to highlight the major changes between the December 2019 housing plan and this one. In general, the plan has been edited to bring the document descriptions and actions up to the present day situation. For instance, as Board members are aware, both the Pennrose Harper Drive and CIS Centerton Road sites have received site plan approval and submitted for low income tax credits in the September 2020 program round. General changes also involve replacing ordinances, resolutions and agreements that had been draft documents with those that have been adopted. I will continue to do that after adoption, for example, by replacing the draft resolution of approval by the Board with a signed and adopted version when

2020 Report



MEMORANDUM

Clarke Caton Hintz

available. Following this general update are the specific substantive changes between the December 2019 and December 2020 versions of the housing plan:

- A reduction in the number of Oaks Integrated Care (previously known as Family Service/Kings Highway) credits from 11 to 10 (see Table 28, p. 37). This occurred after determining that one two-bedroom building contained a single family rather than two unrelated individuals. We are now taking 8 of 10 units in the Prior Round instead of 7 units, to address the next change.
- We had incorrectly taken 13 bonus rental credits for Lenola School in the Prior Round; it is limited to 11 (also Table 28). One bonus credit was added to the Stokes Place number and one Oaks Integrated Care unit was brought from the Third Round to the Prior Round. We were then also able to take a rental bonus credit from the Oaks group homes that gave the Township a one-unit surplus to carry into the Third Round (607 total units/credits).
- In the Third Round RDP (see Table 30, p. 43), Oaks Integrated Care was reduced to 2 units from 4 units, and the bonuses to 2, also.
- A change in the unit plan for the Nagle Tract (see p. 57), moving from inclusionary development with a 30% affordable housing set-aside to a mixed-income development, with 50% affordable units, an increase of 31 affordable units. This change allowed the Township to put the market-to-affordable and accessory apartment programs into a Plan B. This change, if approved, would alleviate the Township of some \$1.5 million in expected costs.
- A change in the unit plan for, and a general restatement of, the Community Investment Strategies Centeron Road project (see p. 64). We had only needed 75 of the 81 units (in fact were limited by the age-restricted cap) in 2019, intending to carry the surplus to the Fourth Round, if allowed. Because of an assessment by the affordable housing developer, however, the project was modified to a mix of 60 age-restricted affordable units and 21 special-needs units and all units this time were included.



MEMORANDUM

Clarke Caton Hintz

- A rearrangement of proposed rental bonus credits to the Sbar, Land Resource Solutions, and Centerton Road proposed developments from the MRD and Nagle developments (also Table 30).
- A revised Spending Plan (see Appendix N). The CFO went back through the entire account since it was established in 1995 and corrected some long-standing inaccuracies. In addition, funding was added to the CIS Centerton Road project and removed for the market-to-affordable and accessory apartment programs.

I look forward to discussing the revised housing plan with you on December 3.

cc. Tom Merchel, Twp. Manager and CFO
Nancy Jamanow, PE, PP, Dir., of Community Development
Kevin Aberant, Esq., Township Attorney
Michael Edwards, Esq., Special Counsel
Peter Thorndike, Esq., Planning Board Solicitor
Michelle Taylor, PP, AICP, Planning Board Planner

MEMORANDUM

Clarke Caton Hintz

Architecture
Planning
Landscape Architecture

To: Township of Moorestown Planning Board
From: Brian M. Slauch, PP AICP
Re: Errata Changes to Draft Housing Element and Fair Share Plan
Date: November 11, 2019

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 383 8383
Fax: 609 383 4044

Please note the following corrections to the draft Housing Element and Fair Share Plan, highlighted in bold below (page numbers refer to our submitted PDF):

- On p. 16 (p. 19 in the Township's printout), in the paragraph immediately under Table 6, please change the last phrase to read " ... the average throughout **the** county."
- On p. 24 (p. 28 in the Township's printout), in the paragraph below Table 18, please correct the typo in the date in the last sentence (it currently reads "Ma7 2019") to read **May**.
- On p. 29 (p. 34 in the Township's printout), in the first paragraph under the WATER CAPACITY heading, please correct the typo in the middle of the paragraph (it currently reads " ... which had constructed a new water treatment plan in Delran ...") to read **plant**.
- On p. 62 (page 71 in the Township's printout), in the fourth paragraph under the Centerton Road Site heading, which begins, "The township will seek to develop ..." please remove the possessive in the second sentence (it currently reads "The Township's has discussed ...") to read "The **Township** has discussed ..."
- Also on p. 62/71, in the first bullet-pointed paragraph under the Centerton Road Site heading, please correct the typo (it currently reads "The lots in the hosing plan ...") to read **housing**.
- On p. 64 (page 74 in the Township's printout), in the second paragraph under the Harper Drive Site heading, please correct the typo (it currently reads " ... the Harper Drive site is within walling distance.") to read **walking**.

Philip Caton, FAICP
John Hatch, FAIA
George Hibbs, AIA
Brian Slauch, AICP
Michael Sullivan, AICP

Emeriti
John Clarke, FAIA
Carl Hintz, AICP, ASLA

2019 Report



MEMORANDUM

Clarke Caton Hintz

- On p. 68 (p. 77 in the Township's printout), in the nested set of bullet-pointed paragraphs under the Market-to-Affordable heading, please correct the typo in the parentheses at the end of the second bullet-pointed paragraph (currently reads "10 low- and five moderate-income") to read 10, using a zero instead of a small o.

Appendix D

Resolution of Approval by the Township Council

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 257-2020

*file + email to
B. Slauch
M. Edwards
K. Abernethy*

**ENDORING THE AMENDMENT TO THE MASTER PLAN
HOUSING ELEMENT AND FAIR SHARE PLAN ADOPTED BY THE
MOORESTOWN TOWNSHIP PLANNING BOARD TO ENABLE THE
TOWNSHIP TO FULFILL ITS AFFORDABLE HOUSING OBLIGATIONS**

WHEREAS, as a result of the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), the Court transferred responsibility to review and approve housing plans from the Council On Affordable Housing to designated Mount Laurel trial judges within the Superior Court of New Jersey; and

WHEREAS, to fulfill its commitment towards voluntary compliance with its constitutional obligation to provide a realistic opportunity for the development of affordable housing in the Township of Moorestown ("Township"), on or about July 8, 2015, the Township filed a Declaratory Judgment Complaint in Superior Court, Law Division entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), satisfies the Township's "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, the Township entered into a Settlement Agreement with Fair Share Housing Center ("FSHC") on March 16, 2018 that determined the Township's affordable housing obligation and the preliminary compliance plan for how the obligation would be addressed; and

WHEREAS, the Township's preliminary compliance plan for affordable housing was the subject of a fairness hearing before the Hon. Ronald Bookbinder, A.J.S.C. on August 8, 2018 at which time the municipality's plan was deemed fair to the very low, low and moderate income population in New Jersey and codified in an order issued on August 28, 2018 which required, among other obligations towards compliance, that the Township adopt a Housing Element and Fair Share Plan to serve as the foundation of all implementing ordinances that are consistent with the terms of the Settlement Agreement executed with FSHC; and

WHEREAS, the Planning Board adopted a Reexamination Report of the Master Plan, dated December 6, 2018, that reviews and analyzes the land use and development policy of the Township of Moorestown, including the need for the implementation of the Housing Element and Fair Share Plan of the municipality through ordinance amendment; and

WHEREAS, the Planning Board of the Township of Moorestown adopted a Housing Element and Fair Share Plan ("HEFSP"), as well as a modified Land Use Plan Element of the Master Plan on April 4, 2019, that addresses the municipality's affordable housing obligations in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, subsequent to the Planning Board's adoption of the HEFSP, the Settlement Agreement with FSHC was amended on June 6, 2019 and then again on September 9, 2019, to add two sites to the Township's Realistic Development Potential, and to replace a third site; and

WHEREAS, the Township's affordable housing consultant Brain Slauch, PP, AICP, thereafter prepared an amendment to the HEFSP to incorporate the changes set forth in the amendments to the Settlement Agreement; and

WHEREAS, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board held a public hearing on the amendment to the HEFSP during its December 3, 2020 regular meeting, following which the Planning Board found that the amendment to the HEFSP is consistent with the goals and objectives of the Township's Master Plan, and that the adoption and implementation of the amendment to the HEFSP is in the public interest, protects the public health and safety, promotes the general welfare, and provides a realistic opportunity for the development of affordable housing within the Township; and

WHEREAS, the Planning Board's review and adoption of the HEFSP is reflected and memorialized in Resolution No. PB-34-2020; and

WHEREAS, COAH's Prior Round rules, specifically N.J.A.C. 5:91-2.2(a), requires that the municipal governing body endorse a plan adopted by the municipal planning board; and

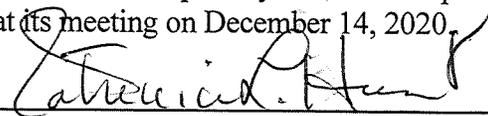
WHEREAS, Council has reviewed the amendment to the HEFSP and Resolution No. PB-34-2020, consulted with its professionals, heard any comments and/or questions from members of the public, and has determined that it is in the best interests of the Township to endorse the HEFSP.

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

1. The Amended HEFSP, as adopted by the Planning Board on December 3, 2020, by Resolution attached hereto as Exhibit A, is hereby endorsed.
2. The Township's professionals are hereby authorized and directed to file with the Court the Amended HEFSP, the resolutions of the Planning Board and the Township Council adopting and endorsing, respectively, the HEFSP, and any additional documents the professionals deem necessary or desirable.
3. The Township's professionals are hereby authorized and directed to seek Court approval of the Amended HEFSP at a Final Compliance Hearing.
4. The Township reserves the right to amend the HEFSP, should that be necessary.

<u>VOTE:</u>	
GILLESPIE	YES
DONNELLY	YES
PETRIELLO	YES
LOCATELL	YES
NAPOLITANO	YES

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its meeting on December 14, 2020.


Patricia L. Hunt, RMC
Township Clerk

Appendix E

Resolution of Intent to Bond

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 216-2019

**RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF MOORESTOWN,
BURLINGTON COUNTY, NEW JERSEY, OF INTENT TO FUND SPENDING PLAN
SHORTFALL FOR AFFORDABLE HOUSING PROGRAMS IN THE
TOWNSHIP'S HOUSING ELEMENT & FAIR SHARE PLAN**

WHEREAS, pursuant to the substantive regulations of the New Jersey Council On Affordable Housing (COAH), certain portions of the Township's amended Housing Plan Element and Fair Share Plan as adopted by the Moorestown Township Planning Board on December 5, 2019 may require a financial commitment by the Township; and

WHEREAS, Moorestown Township anticipates that funding will come from the following sources to satisfy said obligation: sources including, but not limited to, the Township's affordable housing trust fund-development fee payments and in-lieu payments; and governmental sources such as the Federal Law Income Housing Tax Credits, New Jersey Balanced Housing funding, Federal Home Loan Bank Board financing, HMFA bond financing, Small Cities funds and other governmental transfers; and

WHEREAS, in the event that the above funding sources prove inadequate to meet Moorestown Township's funding obligation, Moorestown Township shall provide sufficient funding to address any shortfalls.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Township of Moorestown, County of Burlington, State of New Jersey, does hereby agree to fund any shortfalls in its affordable housing program that may arise whether due to inadequate funding from other sources or for any other reason.

BE IT FURTHER RESOLVED that said shortfall shall be funded by bonding if there are no other resources available.

<u>VOTE:</u>	
PETRIELLO	YES
GILLESPIE	YES
DONNELLY	YES
LOCATELL	YES
NAPOLITANO	YES

Certified to be a true and correct copy of a Resolution adopted by the Moorestown Township Council at a meeting held on December 16, 2019.



Patricia L. Hunt, RMC, Township Clerk

Appendix F

Previous Substantive Certification Documents



THOMAS H. KEAN
GOVERNOR

file COAH

**NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING**

11 C. PRINCESS ROAD
LAWRENCEVILLE, N. J. 08648

MAILING ADDRESS:
CN 813
TRENTON, N. J. 08625-0813
(609) 530-6663



JAMES L. LOGUE, III
CHAIRMAN

DOUGLAS V. OPALSKI, P.P., A.I.C.P.
EXECUTIVE DIRECTOR

TOWNSHIP COUNCIL

MCVEY
RAMKIO *JF*

August 16, 1988

Honorable Walter T. Maahs
Moorestown Township
111 West 2nd Street
Moorestown, NJ 08057

Dear Mayor:

Enclosed please find a copy of the resolution of the Council on Affordable Housing (COAH) granting your municipality substantive certification.

If you have any further questions, please contact this office at (609)530-6663.

Sincerely,

Douglas V. Opalski *(P)*

Douglas V. Opalski, Executive Director
Council on Affordable Housing

enclosure

cc: Municipal Attorney
Planning Board Chairman

DVO:va
d0101k

RESOLUTION GRANTING SUBSTANTIVE CERTIFICATION No. 39a

WHEREAS, on January 5, 1987, Moorestown Township, Burlington County submitted an adopted housing element and fair share plan dated January 5, 1987 and prepared by Moorestown Township to the Council on Affordable Housing (COAH); and

WHEREAS, since Moorestown Township is a court transferred matter, the submission of its adopted housing element and fair share plan was deemed to be a petition for substantive certification pursuant to N.J.A.C. 5:91-4.2; and

WHEREAS, Moorestown Township published notice of its petition for substantive certification in the Burlington County Times, which is a newspaper of general circulation within the municipality and county, on January 8, 1987, pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:91-4.3; and

WHEREAS, on March 2, 1987, COAH declared that Moorestown's housing element and fair share plan were incomplete or deficient so as to render COAH review or mediation and review impractical, and further, required revision and resubmittal to COAH by Moorestown Township on or before May 7, 1987; and

WHEREAS, on May 6, 1987, Moorestown Township submitted a revised adopted housing element and fair share plan dated April 30, 1987 and prepared by Moorestown Township to COAH; and

WHEREAS, Moorestown Township published notice of its petition for substantive certification of its amended housing element and fair share plan in the Burlington County Times, which is a newspaper of general circulation within the municipality and county, on May 11, 1987 pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:91-4.3; and

WHEREAS, Moorestown Township requested an adjustment of its original precredited need number of 707 due to overcounting of covered employment; and

WHEREAS, as set forth in the COAH Review Report which is attached hereto as appendix B and is incorporated by reference herein, based on documentation provided by Moorestown Township and confirmed by COAH, the Center For Urban Policy Research recalculated Moorestown Township's preccredited need number to be 675; and

WHEREAS, Moorestown Township requested inclusionary credits totaling 16 and indigenous credits totaling 14; and

WHEREAS, for the reasons set forth in the COAH Review Report, COAH determined that 16 inclusionary units and 11 rehabilitated indigenous units shall receive credit pursuant to COAH regulation; and

WHEREAS, valid objections were filed to Moorestown Township's petition for substantive certification within 45 days of the publication of notice of Moorestown Township's petition for substantive certification, pursuant to N.J.S.A. 52:27D-314 and N.J.A.C. 5:91-5.1 et. seq; and

WHEREAS, as a result of the filing of valid objections, COAH engaged in mediation with the objectors and Moorestown Township pursuant to N.J.S.A. 52:27D-315 and N.J.A.C. 5:91-7.1 et. seq; and

WHEREAS, mediation resulted in the resolution of certain objections and agreement between the parties as detailed in the mediator's report which is attached to this resolution as Appendix A and is incorporated herein; and

WHEREAS, certain issues were not resolved by mediation to the satisfaction of all parties; and

WHEREAS, COAH having considered the mediator's report, and the COAH review report which is attached hereto as Appendix B and is incorporated herein, and having determined that the unresolved issues do not constitute a contested case, as defined in the Administrative Procedures Act, N.J.S.A. 52:14B-1 et. seq.; and

WHEREAS, COAH having reviewed Moorestown Township's petition for substantive certification to determine whether it is consistent with the rules and criteria adopted by COAH and the achievement of low and moderate income housing needs of the region; and

WHEREAS, COAH found the petition to be consistent; and

WHEREAS, COAH further having reviewed Moorestown Township's petition for substantive certification to determine whether the combination of the elimination of unnecessary housing cost generating features from the municipal land use ordinances and regulations, and the affirmative measures in the housing element and implementation plan make the achievement of the municipality's fair share of low and moderate income housing realistically possible; and

WHEREAS, Moorestown Township has negotiated voluntary developer contributions which total \$7,100,035; and

WHEREAS, Moorestown Township has provided construction schedules for 130 units of rental housing; and

WHEREAS, Moorestown Township has bonded for \$2,000,000 in a bonding ordinance adopted September 28, 1987, for the purchase of sites for 100% low/moderate income municipal construction; and

WHEREAS, at its regular meeting on May 10, 1988, COAH granted conditional substantive certification to Moorestown Township; and

WHEREAS, Moorestown Township satisfied all of the conditions within the 60 day limit.

1. All required changes to the housing element and fair share plan have been completed.
2. Five additional rental units are being provided.
3. Copies of all fair share plan ordinances were submitted.

NOW THEREFORE BE IT RESOLVED that, after having reviewed and considered the above, COAH HEREBY APPROVES Moorestown Township's petition for substantive certification; and

BE IT FURTHER RESOLVED that Moorestown Township shall cooperate with the developers who are contributing funds to the cost of low and moderate units to expedite the development of their respective sites; and

BE IT FURTHER RESOLVED that Moorestown Township shall construct or cause to be constructed at least 20 low and moderate income units for every 36 market units constructed by the developers contributing to the cost of the low and moderate income units. The Township shall construct or cause to be constructed these units within a year of the granting of certificates of occupancy for the 36 market units; and the Township shall adhere to this schedule of 20 low and moderate income units for every 36 market units until the Township has constructed 505 low and moderate income units. The Township shall not issue certificates of occupancy for anymore than 36 market units until at least 20 low and moderate income units have been constructed; and

BE IT FURTHER RESOLVED that the construction schedule in no way relieves Moorestown of its obligation to construct or cause to be constructed 505 units of low and moderate income housing within this period of substantive certification; and

BE IT FURTHER RESOLVED that Moorestown Township shall complete or cause to be completed improvements to its sanitary sewer system sufficient to accommodate all municipally constructed 100% set-aside projects on or before July 1, 1990; and

BE IT FURTHER RESOLVED that if the completion of the necessary sanitary sewer improvements is delayed, through no fault of the municipality, the construction schedule may be adjusted accordingly upon COAH review and approval; and

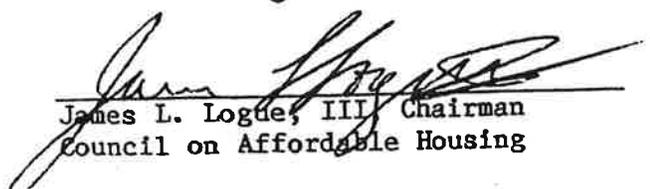
BE IT FURTHER RESOLVED that COAH grants a 43 unit rental bonus credit, pursuant to N.J.A.C. 5:92-14.4(d) and N.J.A.C. 5:92-13.1, since the 130 required rental component units are constructed or are under construction by MEND or are to be provided on the municipal sites; and

BE IT FURTHER RESOLVED that for the reasons set forth in the COAH review report, COAH accepts and approves the recalculation of Moorestown Township's precredited need number, reducing it from 707 to 675 and consisting of 664 inclusionary units and 11 indigenous units; and

BE IT FURTHER RESOLVED that Moorestown Township must adopt all resolutions and ordinances necessary to administer the fair housing plan and provide copies to COAH within 45 days of the granting of substantive certification; and

BE IT FURTHER RESOLVED that any changes in the facts upon which this certification is based, or any deviation from the terms and conditions of this certification, which affects Moorestown Township's ability to provide for the realistic opportunity for its fair share of low and moderate income housing and which Moorestown Township fails to remedy, may render this certification null and void. Such changes shall include, but are not limited to the discovery of pollutants on a site; the discovery of unmapped wetlands on a site; lack of clear title to a site; or the municipality's failure to obtain necessary, anticipated funding.

I hereby certify that this resolution was duly adopted by the Council on Affordable Housing at its public meeting on August 15, 1988.


James L. Logue, III, Chairman
Council on Affordable Housing

RESOLUTION CONDITIONING SUBSTANTIVE CERTIFICATION No. 39

WHEREAS, on January 5, 1987, Moorestown Township, Burlington County submitted an adopted housing element and fair share plan dated January 5, 1987 and prepared by Moorestown Township to the Council on Affordable Housing (COAH); and

WHEREAS, since Moorestown Township is a court transferred matter, the submission of its adopted housing element and fair share plan was deemed to be a petition for substantive certification pursuant to N.J.A.C. 5:91-4.2; and

WHEREAS, Moorestown Township published notice of its petition for substantive certification in the Burlington County Times, which is a newspaper of general circulation within the municipality and county, on January 8, 1987, pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:91-4.3; and

WHEREAS, on March 2, 1987, COAH declared that Moorestown's housing element and fair share plan were incomplete or deficient so as to render COAH review or mediation and review impractical, and further, required revision and resubmittal to COAH by Moorestown Township on or before May 7, 1987; and

WHEREAS, on May 6, 1987, Moorestown Township submitted a revised adopted housing element and fair share plan dated April 30, 1987 and prepared by Moorestown Township to COAH; and

WHEREAS, Moorestown Township published notice of its petition for substantive certification of its amended housing element and fair share plan in the Burlington County Times, which is a newspaper of general circulation within the municipality and county, on May 11, 1987 pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:91-4.3; and

WHEREAS, Moorestown Township requested an adjustment of its original precredited need number of 707 due to overcounting of covered employment; and

WHEREAS, as set forth in the COAH Review Report which is attached hereto as appendix B and is incorporated by reference herein, based on documentation provided by Moorestown Township and confirmed by COAH, the Center For Urban Policy Research recalculated Moorestown Township's precredited need number to be 675; and

WHEREAS, Moorestown Township requested inclusionary credits totaling 16 and indigenous credits totaling 14; and

WHEREAS, for the reasons set forth in the COAH Review Report, COAH determined that 16 inclusionary units and 11 rehabilitated indigenous units could receive credit pursuant to COAH regulation; and

WHEREAS, valid objections were filed to Moorestown Township's petition for substantive certification within 45 days of the publication of notice of Moorestown Township's petition for substantive certification, pursuant to N.J.S.A. 52:27D-314 and N.J.A.C. 5:91-5.1 et. seq; and

WHEREAS, as a result of the filing of valid objections, COAH engaged in mediation with the objectors and Moorestown Township pursuant to N.J.S.A. 52:27D-315 and N.J.A.C. 5:91-7.1 et. seq.; and

WHEREAS, mediation resulted in the resolution of certain objections and agreement between the parties as detailed in the mediator's report which is attached to this resolution as Appendix A and is incorporated herein; and

WHEREAS, certain issues were not resolved by mediation to the satisfaction of all parties; and

WHEREAS, COAH having considered the mediator's report, and the COAH review report which is attached hereto as Appendix B and is incorporated herein, and having determined that the unresolved issues do not constitute a contested case, as defined in the Administrative Procedures Act, N.J.S.A. 52:14B-1 et. seq.; and

WHEREAS, COAH having reviewed Moorestown Township's petition for substantive certification to determine whether it is consistent with the rules and criteria adopted by COAH and the achievement of low and moderate income housing needs of the region; and

WHEREAS, COAH further having reviewed Moorestown Township's petition for substantive certification to determine whether the combination of the elimination of unnecessary housing cost generating features from the municipal land use ordinances and regulations, and the affirmative measures in the

housing element and implementation plan make the achievement of the municipality's fair share of low and moderate income housing realistically possible; and

WHEREAS, Moorestown Township has negotiated voluntary developer contributions which will total \$7,100,035; and

WHEREAS, Moorestown Township has provided construction schedules for 125 units of rental housing; and

WHEREAS, Moorestown Township has bonded for \$2,000,000 in a bonding ordinance adopted September 28, 1987, for the purchase of sites for 100% low/moderate income municipal construction.

NOW THEREFORE BE IT RESOLVED that, after having reviewed and considered the above, COAH HEREBY APPROVES Moorestown Township's petition for substantive certification with the following conditions:

1. Within 60 days of the date of this resolution, Moorestown shall revise its housing element and fair share plan to reflect the agreements achieved in mediation and to correct any deficiencies previously noted by COAH in the pre-mediation report and subsequent correspondence as set forth in Appendix C, be re-adopted by the Planning Board, and, be submitted to COAH as one complete document. The agreements achieved in mediation include:

- a. That Moorestown Township shall purchase and develop four sites at 100% low/moderate income:

1. Nagle Tract	148 Units	12.25 Acres
2. Mayberry Tract	88 Units	8.5 Acres
3. Fisher Tract	120 Units	10 Acres
4. Green Tract	151 Units	15 Acres

b. That a minimum of 50% of all units shall be for low income households.

c. That Moorestown Township shall support a revision to the 208 service area plan for the Moorestown Foursome and ALLP.

2. Within 60 days of the date of this resolution, Moorestown shall revise its municipal construction plan to provide five additional rental units and five fewer for sale units.

3. Within 60 days of the date of this resolution, Moorestown shall prepare and submit the fair share plan ordinances necessary to implement and administer its housing element to COAH for review.

BE IT FURTHER RESOLVED that within 60 days of the date of this resolution, Moorestown Township and MEND shall adopt a timetable for site plan approval on the four sites secured for municipal construction of 100% set-aside projects at least in conformance with the following schedule:

FINAL SITE PLAN APPROVAL

TOWNSHIP AND COUNTY PLANNING BOARDS

Site #1 - Nagle Tract	on or before 12/31/89
Site #2 - Mayberry Tract	on or before 12/31/89
Site #3 - Fisher Tract	on or before 12/31/90
Site #4 - Green Tract	on or before 12/31/91

BE IT FURTHER RESOLVED that Moorestown Township shall refile its petition for substantive certification, with all conditions satisfied, within 60 days from the date of this resolution. At that time, Moorestown Township shall also provide COAH with appropriate documentation demonstrating that all conditions have been satisfied; and

BE IT FURTHER RESOLVED that Moorestown Township shall construct or cause to be constructed at least 20 low and moderate income units for every 36 market units constructed by the developers contributing to the cost of the low and moderate income units. The Township shall construct or cause to be constructed these units within a year of granting certificates of occupancy for the 36 market units; and the Township shall adhere to this schedule of 20 low and moderate income units for every 36 market units until the Township has constructed 507 low and moderate income units. The Township shall not issue certificates of occupancy for anymore than 36 market units until at least 20 low and moderate income units have been constructed; and

BE IT FURTHER RESOLVED that the above construction schedule in no way relieves Moorestown of its obligation to construct or cause to be constructed 507 units of low and moderate income housing; and

BE IT FURTHER RESOLVED that Moorestown Township shall cooperate with the developers who are contributing funds to the cost of low and moderate units to expedite the development of their respective sites; and

BE IT FURTHER RESOLVED that Moorestown Township shall complete or cause to be completed improvements to its sanitary sewer system sufficient to accommodate all municipally constructed 100% set-aside projects on or before July 1, 1990; and

BE IT FURTHER RESOLVED that if the completion of the necessary sanitary sewer improvements is delayed, through no fault of the municipality, the construction schedule may be adjusted accordingly upon COAH review and approval; and

BE IT FURTHER RESOLVED that COAH grants a 41 unit rental bonus credit, pursuant to N.J.A.C. 5:92-14.4(d) and N.J.A.C. 5:92-13.1, since the rental component units are constructed or are under construction by MEND or are to be provided on the municipal sites; and

BE IT FURTHER RESOLVED that COAH accepts and approves the recalculation of Moorestown Township's precredited need number, reducing it from 707 to 675 and consisting of 664 inclusionary units and 11 indigenous units; and

BE IT FURTHER RESOLVED that if Moorestown Township fails to satisfy the above conditions as detailed, to the satisfaction of COAH and in a timely manner, Moorestown Township's petition for substantive certification shall be deemed denied; and

BE IT FURTHER RESOLVED that any changes in the facts upon which this certification is based, or any deviation from the terms and conditions of this certification, which affects Moorestown Township's ability to provide for the realistic opportunity for its fair share of low and moderate income housing and which Moorestown Township fails to remedy, may render this certification null and void. Such changes shall include, but are not limited to the discovery of pollutants on a site; the discovery of unmapped wetlands on a site; lack of clear title to a site; or the municipality's failure to obtain necessary, anticipated funding.

I hereby certify that this resolution was duly adopted by the Council on Affordable Housing at its public meeting on *May 16, 1988*

Charles J. Giffiths for

James L. Logue, III, Chairman
Council on Affordable Housing

JC/py
dl056e

RESOLUTION GRANTING SUBSTANTIVE CERTIFICATION No. 39a

WHEREAS, on January 5, 1987, Moorestown Township, Burlington County submitted an adopted housing element and fair share plan dated January 5, 1987 and prepared by Moorestown Township to the Council on Affordable Housing (COAH); and

WHEREAS, since Moorestown Township is a court transferred matter, the submission of its adopted housing element and fair share plan was deemed to be a petition for substantive certification pursuant to N.J.A.C. 5:91-4.2; and

WHEREAS, Moorestown Township published notice of its petition for substantive certification in the Burlington County Times, which is a newspaper of general circulation within the municipality and county, on January 8, 1987, pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:91-4.3; and

WHEREAS, on March 2, 1987, COAH declared that Moorestown's housing element and fair share plan were incomplete or deficient so as to render COAH review or mediation and review impractical, and further, required revision and resubmittal to COAH by Moorestown Township on or before May 7, 1987; and

WHEREAS, on May 6, 1987, Moorestown Township submitted a revised adopted housing element and fair share plan dated April 30, 1987 and prepared by Moorestown Township to COAH; and

WHEREAS, Moorestown Township published notice of its petition for substantive certification of its amended housing element and fair share plan in the Burlington County Times, which is a newspaper of general circulation within the municipality and county, on May 11, 1987 pursuant to N.J.S.A. 52:27D-313 and N.J.A.C. 5:91-4.3; and

WHEREAS, Moorestown Township requested an adjustment of its original precredited need number of 707 due to overcounting of covered employment; and

WHEREAS, as set forth in the COAH Review Report which is attached hereto as appendix B and is incorporated by reference herein, based on documentation provided by Moorestown Township and confirmed by COAH, the Center For Urban Policy Research recalculated Moorestown Township's precredited need number to be 675; and

WHEREAS, Moorestown Township requested inclusionary credits totaling 16 and indigenous credits totaling 14; and

WHEREAS, for the reasons set forth in the COAH Review Report, COAH determined that 16 inclusionary units and 11 rehabilitated indigenous units shall receive credit pursuant to COAH regulation; and

WHEREAS, valid objections were filed to Moorestown Township's petition for substantive certification within 45 days of the publication of notice of Moorestown Township's petition for substantive certification, pursuant to N.J.S.A. 52:27D-314 and N.J.A.C. 5:91-5.1 et. seq; and

WHEREAS, as a result of the filing of valid objections, COAH engaged in mediation with the objectors and Moorestown Township pursuant to N.J.S.A. 52:27D-315 and N.J.A.C. 5:91-7.1 et. seq; and

WHEREAS, mediation resulted in the resolution of certain objections and agreement between the parties as detailed in the mediator's report which is attached to this resolution as Appendix A and is incorporated herein; and

WHEREAS, certain issues were not resolved by mediation to the satisfaction of all parties; and

WHEREAS, COAH having considered the mediator's report, and the COAH review report which is attached hereto as Appendix B and is incorporated herein, and having determined that the unresolved issues do not constitute a contested case, as defined in the Administrative Procedures Act, N.J.S.A. 52:14B-1 et. seq.; and

WHEREAS, COAH having reviewed Moorestown Township's petition for substantive certification to determine whether it is consistent with the rules and criteria adopted by COAH and the achievement of low and moderate income housing needs of the region; and

WHEREAS, COAH found the petition to be consistent; and

WHEREAS, COAH further having reviewed Moorestown Township's petition for substantive certification to determine whether the combination of the elimination of unnecessary housing cost generating features from the municipal land use ordinances and regulations, and the affirmative measures in the housing element and implementation plan make the achievement of the municipality's fair share of low and moderate income housing realistically possible; and

WHEREAS, Moorestown Township has negotiated voluntary developer contributions which total \$7,100,035; and

WHEREAS, Moorestown Township has provided construction schedules for 130 units of rental housing; and

WHEREAS, Moorestown Township has bonded for \$2,000,000 in a bonding ordinance adopted September 28, 1987, for the purchase of sites for 100% low/moderate income municipal construction; and

WHEREAS, at its regular meeting on May 10, 1988, COAH granted conditional substantive certification to Moorestown Township; and

WHEREAS, Moorestown Township satisfied all of the conditions within the 60 day limit.

1. All required changes to the housing element and fair share plan have been completed.
2. Five additional rental units are being provided.
3. Copies of all fair share plan ordinances were submitted.

NOW THEREFORE BE IT RESOLVED that, after having reviewed and considered the above, COAH HEREBY APPROVES Moorestown Township's petition for substantive certification; and

BE IT FURTHER RESOLVED that Moorestown Township shall cooperate with the developers who are contributing funds to the cost of low and moderate units to expedite the development of their respective sites; and

BE IT FURTHER RESOLVED that Moorestown Township shall construct or cause to be constructed at least 20 low and moderate income units for every 36 market units constructed by the developers contributing to the cost of the low and moderate income units. The Township shall construct or cause to be constructed these units within a year of the granting of certificates of occupancy for the 36 market units; and the Township shall adhere to this schedule of 20 low and moderate income units for every 36 market units until the Township has constructed 505 low and moderate income units. The Township shall not issue certificates of occupancy for anymore than 36 market units until at least 20 low and moderate income units have been constructed; and

BE IT FURTHER RESOLVED that the construction schedule in no way relieves Moorestown of its obligation to construct or cause to be constructed 505 units of low and moderate income housing within this period of substantive certification; and

BE IT FURTHER RESOLVED that Moorestown Township shall complete or cause to be completed improvements to its sanitary sewer system sufficient to accommodate all municipally constructed 100% set-aside projects on or before July 1, 1990; and

BE IT FURTHER RESOLVED that if the completion of the necessary sanitary sewer improvements is delayed, through no fault of the municipality, the construction schedule may be adjusted accordingly upon COAH review and approval; and

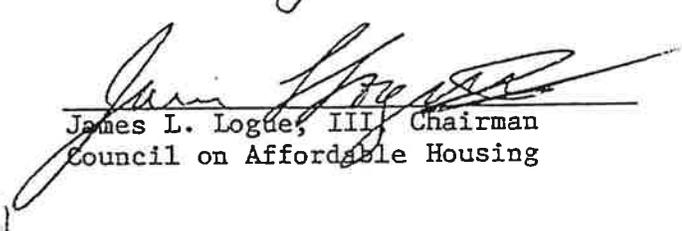
BE IT FURTHER RESOLVED that COAH grants a 43 unit rental bonus credit, pursuant to N.J.A.C. 5:92-14.4(d) and N.J.A.C. 5:92-13.1, since the 130 required rental component units are constructed or are under construction by MEND or are to be provided on the municipal sites; and

BE IT FURTHER RESOLVED that for the reasons set forth in the COAH review report, COAH accepts and approves the recalculation of Moorestown Township's precredited need number, reducing it from 707 to 675 and consisting of 664 inclusionary units and 11 indigenous units; and

BE IT FURTHER RESOLVED that Moorestown Township must adopt all resolutions and ordinances necessary to administer the fair housing plan and provide copies to COAH within 45 days of the granting of substantive certification; and

BE IT FURTHER RESOLVED that any changes in the facts upon which this certification is based, or any deviation from the terms and conditions of this certification, which affects Moorestown Township's ability to provide for the realistic opportunity for its fair share of low and moderate income housing and which Moorestown Township fails to remedy, may render this certification null and void. Such changes shall include, but are not limited to the discovery of pollutants on a site; the discovery of unmapped wetlands on a site; lack of clear title to a site; or the municipality's failure to obtain necessary, anticipated funding.

I hereby certify that this resolution was duly adopted by the Council on Affordable Housing at its public meeting on *August 15, 1988*.


James L. Logie, III, Chairman
Council on Affordable Housing

JC/py
d1368e

RESOLUTION GRANTING AMENDMENT TO SUBSTANTIVE CERTIFICATION No. 396

WHEREAS, the Council on Affordable Housing (COAH) on August 15, 1988 granted Moorestown Township, Burlington County substantive certification by Resolution No. 39a, a copy of which is attached hereto and becomes a part hereof (Appendix A); and

WHEREAS, on March 25, 1991, Moorestown Township petitioned COAH by resolution to amend the Township's substantive certification as per N.J.A.C. 5:91-14.3(a)(4); and

WHEREAS, the Moorestown Township Planning Board endorsed this amendment request by resolution dated March 7, 1991 as per N.J.A.C. 5:91-14(a)(3); and

WHEREAS, Moorestown Township published notice of its petition for amendment in The Burlington County Times, a newspaper of general county circulation, as per N.J.A.C. 5:91-14.3(a)(5); and

WHEREAS, Moorestown Township provided COAH with a summary and detailed reasons for the proposed amendment, as per N.J.A.C. 5:91-14.3(a)(1); and

WHEREAS, Moorestown Township provided COAH with proof of service of the petition on all owners of sites contained in both the certified and proposed fair share plans, as per N.J.A.C. 5:91-14.3(a)(4); and

WHEREAS, neither COAH nor Moorestown Township received any comments or objections to the proposed amendment; and

WHEREAS, this amendment request called for the addition of a site identified as the Stokes Medical Building, 150 Schooley Street, a 16 unit senior citizen adaptive reuse project; and

WHEREAS, the addition of this new site does not effect sites already in the plan; and

WHEREAS, Moorestown Township has requested to reserve the right to use the 16 units from this project to reduce the density on any substitute site or sites that Moorestown may consider and which may become a future amendment to the original certified fair share plan approved by COAH; and

WHEREAS, if and when Moorestown Township seeks an amendment as discussed in the above paragraph, COAH will review such request on its own merits and in accordance with COAH amendment procedures; and

WHEREAS, COAH having reviewed Moorestown Township's proposed amendment and having determined for the reasons set forth in the COAH Review Report which is attached as Appendix B and incorporated herein, that the Township's amendment is consistent with the rules and criteria adopted by COAH and the achievement of the low and moderate income housing needs of the region; and

WHEREAS, COAH having further determined that, for the reasons set forth in the COAH Review Report, that the combination of the elimination

of unnecessary housing cost generating features from the land use ordinance and regulations, and the affirmative measures in the amended housing element and implementation plan make the achievement of the municipality's fair share of low and moderate income housing realistically possible.

NOW THEREFORE BE IT RESOLVED that COAH grants this amendment to the housing element and fair share plan of Moorestown Township; and

BE IT FURTHER RESOLVED that Moorestown Township shall designate the sites necessary to implement its housing element and fair share plan in a manner consistent with the State Development/Redevelopment Plan, when adopted; and

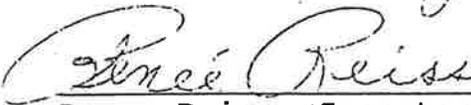
BE IT FURTHER RESOLVED that Moorestown's Township's substantive certification shall be for the period of six years from the date of the Township's original grant of substantive certification on August 15, 1988; and

BE IT FURTHER RESOLVED that Moorestown Township shall adopt all necessary amendments to its fair share housing ordinances within 45 days of the date of the granting of this amendment to the Township's substantive certification; and

BE IT FURTHER RESOLVED that Moorestown Township shall provide COAH with a certified copy of the adopted amended fair share housing ordinance within one week of adoption; and

BE IT FURTHER RESOLVED that any changes in the facts upon which this certification is based, or any deviations from the terms and conditions of this certification, which effects Moorestown Township's ability to provide for the realistic opportunity for its fair share of low and moderate income housing and which Moorestown Township fails to remedy may render this substantive certification null and void.

I certify that this resolution was duly adopted at the Council on Affordable Housing meeting on June 5, 1991.



Renee Reiss, Secretary
Council on Affordable Housing

dl201v



JIM FLORIO
GOVERNOR

**NEW JERSEY
COUNCIL ON AFFORDABLE HOUSING**

11 C PRINCESS ROAD
LAWRENCEVILLE, N. J. 08648

MAILING ADDRESS:

CN 813
TRENTON, N. J. 08625-0813
(609) 530-6663
FAX: (809) 530-8373



CHARLES GRIFFITHS, CHAIRMAN
DOUGLAS V. OPALSKI, P.P., A.I.C.P.
EXECUTIVE DIRECTOR

Harry

June 5, 1991

Honorable Walter T. Maahs
Township of Moorestown
111 West 2nd Street
Moorestown, NJ 08057

Dear Mayor Maahs:

Enclosed find a copy of the resolution approving the amendment to your municipality's certified plan.

If you have any further questions, please contact this office at (609)530-6663.

Sincerely,

Douglas V. Opalski
KM

Douglas V. Opalski, Executive Director
Council on Affordable Housing

enclosure

cc: Planning Board Chairman
Municipal Attorney
Municipal Clerk

DVO:va
d0146k

RESOLUTION GRANTING AMENDMENT TO SUBSTANTIVE CERTIFICATION No. 39 b

WHEREAS, the Council on Affordable Housing (COAH) on August 15, 1988 granted Moorestown Township, Burlington County substantive certification by Resolution No. 39a, a copy of which is attached hereto and becomes a part hereof (Appendix A); and

WHEREAS, on March 25, 1991, Moorestown Township petitioned COAH by resolution to amend the Township's substantive certification as per N.J.A.C. 5:91-14.3(a)(4); and

WHEREAS, the Moorestown Township Planning Board endorsed this amendment request by resolution dated March 7, 1991 as per N.J.A.C. 5:91-14(a) (3); and

WHEREAS, Moorestown Township published notice of its petition for amendment in The Burlington County Times, a newspaper of general county circulation, as per N.J.A.C. 5:91-14.3(a)(5); and

WHEREAS, Moorestown Township provided COAH with a summary and detailed reasons for the proposed amendment, as per N.J.A.C. 5:91-14.3(a)(1); and

WHEREAS, Moorestown Township provided COAH with proof of service of the petition on all owners of sites contained in both the certified and proposed fair share plans, as per N.J.A.C. 5:91-14.3(a)(4); and

WHEREAS, neither COAH nor Moorestown Township received any comments or objections to the proposed amendment; and

WHEREAS, this amendment request called for the addition of a site identified as the Stokes Medical Building, 150 Schooley Street, a 16 unit senior citizen adaptive reuse project; and

WHEREAS, the addition of this new site does not effect sites already in the plan; and

WHEREAS, Moorestown Township has requested to reserve the right to use the 16 units from this project to reduce the density on any substitute site or sites that Moorestown may consider and which may become a future amendment to the original certified fair share plan approved by COAH; and

WHEREAS, if and when Moorestown Township seeks an amendment as discussed in the above paragraph, COAH will review such request on its own merits and in accordance with COAH amendment procedures; and

WHEREAS, COAH having reviewed Moorestown Township's proposed amendment and having determined for the reasons set forth in the COAH Review Report which is attached as Appendix B and incorporated herein, that the Township's amendment is consistent with the rules and criteria adopted by COAH and the achievement of the low and moderate income housing needs of the region; and

WHEREAS, COAH having further determined that, for the reasons set forth in the COAH Review Report, that the combination of the elimination

of unnecessary housing cost generating features from the land use ordinance and regulations, and the affirmative measures in the amended housing element and implementation plan make the achievement of the municipality's fair share of low and moderate income housing realistically possible.

NOW THEREFORE BE IT RESOLVED that COAH grants this amendment to the housing element and fair share plan of Moorestown Township; and

BE IT FURTHER RESOLVED that Moorestown Township shall designate the sites necessary to implement its housing element and fair share plan in a manner consistent with the State Development/Redevelopment Plan, when adopted; and

BE IT FURTHER RESOLVED that Moorestown's Township's substantive certification shall be for the period of six years from the date of the Township's original grant of substantive certification on August 15, 1988; and

BE IT FURTHER RESOLVED that Moorestown Township shall adopt all necessary amendments to its fair share housing ordinances within 45 days of the date of the granting of this amendment to the Township's substantive certification; and

BE IT FURTHER RESOLVED that Moorestown Township shall provide COAH with a certified copy of the adopted amended fair share housing ordinance within one week of adoption; and

BE IT FURTHER RESOLVED that any changes in the facts upon which this certification is based, or any deviations from the terms and conditions of this certification, which effects Moorestown Township's ability to provide for the realistic opportunity for its fair share of low and moderate income housing and which Moorestown Township fails to remedy may render this substantive certification null and void.

I certify that this
resolution was duly adopted
at the Council on Affordable
Housing meeting on June 5, 1991



Renee Reiss, Secretary
Council on Affordable Housing

d1201v



State of New Jersey

COUNCIL ON AFFORDABLE HOUSING



Risk Council
MVE7

CHRISTINE TODD WHITMAN
GOVERNOR

101 SOUTH BROAD STREET
CN 813
TRENTON, NEW JERSEY 08625-0813
(609) 292-3000
FAX: (609) 633-6056
TDD#: (609) 278-0195

CHRISTIANA FOGGIO
CHAIRPERSON

ART BERNARD, P.P.
EXECUTIVE DIRECTOR

September 8, 1994

Honorable Walter T. Maahs
Moorestown Township
111 West Second Street
Moorestown, NJ 08057-2480

Re: Moorestown Township/Burlington County
Interim Substantive Certification

Dear Mayor Maahs:

Enclosed is a copy of the Council on Affordable Housing's (COAH) resolution granting your municipality interim substantive certification at its September 8, 1994 meeting. The interim substantive certification extends for nine months after the effective date of COAH's Substantive Rules N.J.A.C. 5:93 et. seq.,.

In granting interim substantive certification, it is the Council's intent to provide the same protection against exclusionary zoning law suits as regular substantive certification or a court ordered judgment of compliance and repose. If COAH does not receive an adopted housing element and fair share plan addressing your municipality's 1993-1999 calculated need on or before the date that interim substantive certification expires, your municipality will become vulnerable to exclusionary zoning law suits.

If you have any questions, please contact Pam Yallowitz, Housing Secretary at (609)292-4532.

Sincerely,

Art Bernard
Executive Director

Laura Preston
Senior Planner

COPY TO COUNCIL

cc: Attached Service List

2615w/sw

CONFERENCE

9-23-94

RESOLUTION GRANTING INTERIM SUBSTANTIVE CERTIFICATION

WHEREAS, Moorestown Township, Burlington County, received substantive certification from the Council on Affordable Housing (COAH) on May 16, 1988, which was subsequently amended on August 15, 1988; and

WHEREAS, N.J.A.C. 5:91-14 permits COAH certified municipalities to request interim substantive Certification which extends a municipality's substantive certification for up to nine (9) months from the effective date of COAH's Substantive Rules, N.J.A.C. 5:93 et. seq.; and

WHEREAS, Moorestown Township's substantive Certification expires on August 15, 1994, which is prior to nine months after the effective date of COAH's Substantive Rules, N.J.A.C. 5:93 et. seq.; and

WHEREAS, Moorestown Township moved for interim substantive certification by motion on August 2, 1994, as per N.J.A.C. 5:91-12; and

WHEREAS, all objectors and litigants that participated in substantive certification have been served with the motion, as per N.J.A.C. 5:91-14.1(a)(2), and COAH received no objections to Moorestown Township's motion for interim substantive certification; and

WHEREAS, Moorestown Township's motion and accompanying documentation complies with the requirements set forth in N.J.A.C. 5:91-14.1(a)(3); and

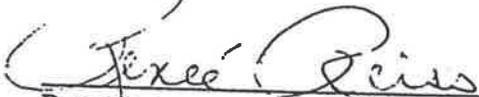
WHEREAS, Moorestown Township, Burlington County, has assured COAH that all ordinances implementing the original substantive certification are in effect and shall remain in effect for the duration of this interim substantive certification.

NOW THEREFORE BE IT RESOLVED that COAH hereby grants Moorestown Township, Burlington County, interim substantive certification; and

BE IT FURTHER RESOLVED that this grant of interim substantive certification extends until March 6, 1995, which is nine (9) months from the effective date of COAH's Substantive Rules, N.J.A.C. 5:93 et. seq.; and

BE IT FURTHER RESOLVED that Moorestown Township's interim substantive certification is conditioned on Moorestown Township's continued implementation of its certified housing element and fair share plan.

I hereby certify that this resolution was duly adopted by the Council on Affordable Housing at its meeting on September 8, 1994.



Renee R. Reiss, Secretary
Council on Affordable Housing

d2656w



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
CN-813
TRENTON NJ 08625-0813
609-292-3000
FAX: 609-633-6056
TDD#: (609) 278-0175

CHRISTINE TODD WHITMAN
Governor

JANE M. KENNY
Chairman
SHIRLEY M. BISHOP, P.P.
Executive Director

July 9, 1997

Honorable Howard A. Miller, Jr.
Township of Moorestown
111 West Second Street
Moorestown, New Jersey 08057-2480

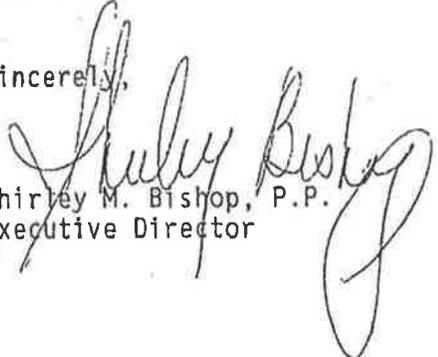
Dear Mayor Miller:

Congratulations!

Enclosed is a copy of the resolution by the Council on Affordable Housing (COAH) at the July 9, 1997 meeting that granted your municipality substantive certification. Please take note that all implementing ordinances including applicable zoning must be adopted no later than 45-days from the grant of substantive certification.

If you have any questions or need further information, please call Monica Etz, COAH planner, at (609)292-4646.

Sincerely,


Shirley M. Bishop, P.P.
Executive Director

encl.

cc: attached service list
Monica Etz, COAH planner

d3741w/1



MOORESTOWN TWP/BURL - 1987-99 PLAN
updated 6/97

Honorable Howard A. Miller, Jr.
Township of Moorestown
111 West Second Street
Moorestown, NJ 08057-2480

Thomas P. Norman, Esq.
Norman & Kingsbury
Jackson Commons
30 Jackson Road, Suite A-2
Medford, NJ 08055

Margie Murphy, Clerk
Township of Moorestown
111 West Second Street
Moorestown, NJ 08057-2480

Jeremy Countess, Esq.
Countess & Shelley
250 West Main Street
Moorestown, NJ 08057

John T. Terry, Administrator
Township of Moorestown
111 West Second Street
Moorestown, NJ 08057-2480

Planning Board Secretary
Township of Moorestown
111 West Second Street
Moorestown, NJ 08057-2480

Harry W. McVey, Director
Dept. of Community Development
Township of Moorestown
111 West Second Street
Moorestown, NJ 08057-2480

John J. Lynch, PP, AICP
Queale & Lynch
2210 Yardley Road
Yardley, PA 19067

Thomas Ford, Planner
Dept. of Community Development
Township of Moorestown
111 West Second Street
Moorestown, NJ 08057-2480

Property owners
updated 6/97

MEND

99 East Second Street
Moorestown, NJ 08057

Carl. S. Bisgaier, Esq.
Flaster, Greenberg, et. al.
for Affordable Living Corp
Commerce Center
1810 Chapel Ave West 3rd Fl.
Cherry Hill, NJ 08002-4609

Robert J. Partlaw, Esq.
for Moorestown Foursome
Parker, McCoy & Criscuolo
Suite 401
3 Greentree Centre
Route 73 & Greentree Road
Marlton, NJ 08053

Toll Brothers, Inc.
3103 Philmont Avenue
Huntington Valley, Pa 19006

d2036v

91-99 a

RESOLUTION GRANTING SUBSTANTIVE CERTIFICATION No.

WHEREAS, Moorestown Township, Burlington County, petitioned COAH for substantive certification of its 12-year cumulative housing obligation on March 6, 1995; and

WHEREAS, Moorestown Township published notice of its petition in the Burlington County Times on March 2, 1995; and

WHEREAS, the publication of notice initiated a 45-day objector period which resulted in no objections; and

WHEREAS, Moorestown Township's 12-year (1987-1999) cumulative obligation is 691 units: 85 rehabilitation and 606 new construction; and

WHEREAS, Moorestown Township is eligible for 16 prior cycle credits and reductions for 99 senior rentals, 40 family rentals, 338 family for-sale units, 28 rehabilitations and 72 rental bonus credits; and

WHEREAS, Moorestown Township's calculated need is 98 units (57 rehabilitation and 41 new construction); and

WHEREAS, Moorestown is proposing to address the remaining 98-unit obligation with 76 family rental units through gut rehabilitation and 54 family rental bonus credits; and

WHEREAS, upon further review it was determined that there remained information to be submitted before substantive certification could be granted; and

WHEREAS, COAH issued a COAH Compliance Report (see attached Exhibit A) dated March 13, 1997 which outlined the information to be submitted by Moorestown Township before final substantive certification could be granted; and

WHEREAS, the COAH Compliance Report recommended that Moorestown Township be granted conditional substantive certification of its housing element and fair share plan with all conditions to be addressed within 60 days; and

WHEREAS, on April 2, 1997, COAH granted Moorestown Township conditional substantive certification conditioned on the following being addressed within 60 days:

1. Moorestown's plan proposes three municipal construction projects. Moorestown shall provide updated information on the status of the three municipal construction projects. Pursuant to N.J.A.C. 5:93-5.5(a), Moorestown shall provide updated pro forma and funding information, provide a resolution by the governing body of intent to bond in the event of a shortfall of funds and submit a construction schedule for completion of the projects.

2. Moorestown shall submit updated fair share ordinances which reflect N.J.A.C. 5:93: low and moderate income split as per N.J.A.C. 5:93-7.2(a), bedroom distribution as per N.J.A.C. 5:93-7.3, affordability controls in accordance with N.J.A.C. 5:93-9, establishing rents and prices of units as outlined in N.J.A.C. 5:93-7.45 and the percentage of condominium dues and/or homeowner association fees for the affordable housing units.

3. In proposing a gut rehabilitation program (Colonial Arms, Chestertowne Apartments and Creed Apartments), Moorestown shall submit the following two items pursuant to N.J.A.C. 5:93-5.5: information regarding funding for the work to be accomplished and a pro forma for each project. The township shall indicate all anticipated funding sources for each project in addition to developer contributions. To provide a realistic opportunity for the gut rehabilitation of all 76 units during the next six-year period of substantive certification, Moorestown shall provide for a stable alternative funding source such as municipal bonding to be utilized in the event of a shortfall. Pursuant to N.J.A.C. 5:93-5.5, the township shall submit a realistic schedule for the development of the units.

Moorestown must assure that Moorestown Ecumenical Neighborhood Development (MEND) shall place 30-year deed restrictions on each of the units in order to be eligible for COAH credit and rental bonus credits.

4. Moorestown shall clarify how many units it intends to rehabilitate or if it intends to utilize surplus units to address the rehabilitation obligation. Although \$50,000 in funding has been secured, the township shall submit a resolution from the governing body agreeing to fund the balance, if applicable, in the event of a shortfall and to submit a copy of MEND's rehabilitation manual.

5. An updated affirmative marketing plan as per N.J.A.C. 5:93-11 shall be submitted for COAH's review and approval and incorporated into the township's ordinance.

6. Pursuant to COAH development fee regulations, Moorestown shall submit a revised spending plan to specify the use of funds in conformance with N.J.A.C. 5:93-8.15(c) and include the municipal construction expenditures; and

WHEREAS, within 60 days, Moorestown Township submitted the outstanding information, thereby addressing the conditions as follows:

1. Moorestown provided updated information on the status of the three municipal construction projects, provided updated pro forma and funding information, provide a resolution by the governing body expressing intent to bond in the event of a shortfall of funds (see Exhibit AA) and submitted a construction schedule for completion of the projects.

2. Moorestown submitted updated fair share ordinances which reflect N.J.A.C. 5:93. The ordinance (#1824-97) was adopted by the Moorestown Township Council on June 2, 1997.

3. Moorestown submitted detailed information regarding funding for the gut rehabilitation to be accomplished and a pro forma for Colonial Arms, Chestertowne Apartments and Creed Apartments. Moorestown provided a resolution by the governing body expressing its intent to bond in the event of a shortfall of funds (see Exhibit AA) and submitted a construction schedule for completion of the projects.

Moorestown and Moorestown Ecumenical Neighborhood Development (MEND) have agreed to place 30-year deed restrictions on each of the units in order to be eligible for COAH credit and rental bonus credits.

4. Moorestown's housing element and fair share plan does not anticipate the (moderate) rehabilitation of units to address its 12-year obligation at this time.

5. Moorestown has submitted an updated affirmative marketing plan as per N.J.A.C. 5:93-11. The ordinance (#1824-97) was adopted by the Moorestown Township Council on June 2, 1997.

6. Moorestown submitted a revised spending plan to specify the use of funds in conformance with N.J.A.C. 5:93-8.15(c). The spending plan will be reviewed and approved by COAH prior to and apart from the grant of substantive certification as per N.J.A.C. 5:93-8.6.

NOW THEREFORE BE IT RESOLVED that COAH has reviewed Moorestown Township's petition for substantive certification of its housing element and fair share plan and supporting documentation and determines that it is consistent with the rules and criteria adopted by COAH and the achievement of low and moderate income housing needs of the region; and

BE IT FURTHER RESOLVED that COAH has reviewed Moorestown Township's petition for substantive certification of its housing element and fair share plan and determined that Moorestown Township has created a realistic opportunity for addressing its 12-year cumulative obligation of 691 housing units as set forth in the COAH Compliance Report; and

BE IT FURTHER RESOLVED that Moorestown Township shall complete 356 units in three municipal construction projects as follows:

ACTIVITY TO BE COMPLETED

Contract signed with sponsor for three projects
MAYBURY construction contract signed
MAYBURY municipal and other approvals in place
MAYBURY ground breaking
MAYBURY completed (88 units)
QUAKER MEADOWS construction contract signed
QUAKER MEADOWS approvals in place
QUAKER MEADOWS ground breaking
QUAKER MEADOWS completed (148 units)
FISHER construction contract signed
FISHER approvals in place
FISHER ground breaking
FISHER completed (120 units)

DEADLINE

September 1997
September 1997
October 1997
March 21, 1998
July 1999
October 1998
January 1999
September 1, 1999
March 2001
November 1999
March 2000
March 21, 2001
July 2002

BE IT FURTHER RESOLVED that Moorestown shall complete 78 units of gut rehabilitation at Colonial Arms, Chestertowne Apartments and Creed Apartments as follows:

NUMBER COMPLETED

No less than 16 units
No less than 16 units
No less than 16 units
No less than 15 units
No less than 15 units
= 78 total units

DEADLINE

July 1997 to July 1998
July 1998 to July 1999
July 1999 to July 2000
July 2000 to July 2001
July 2001 to July 2002

BE IT FURTHER RESOLVED that COAH finds that the housing element and fair share plan submitted by Moorestown Township comport with the standards set forth in N.J.S.A. 52:27D-314 and are consistent with the rules and criteria adopted by COAH, and

BE IT FURTHER RESOLVED that COAH hereby grants substantive certification to Moorestown Township's housing element and fair share plan for a period of six years; and

BE IT FURTHER RESOLVED that any change in the facts upon which this certification is based or any deviation from the terms and conditions of this certification which affects the ability of the municipality to provide for the realistic opportunity of its fair share of low and moderate income housing and which the municipality fails to remedy may render this certification null and void.

I hereby certify that this resolution was duly adopted by the Council on Affordable Housing on 7/9/97

Shirley Bishop, Executive Director
Council on Affordable Housing

7/9/97

EXECUTIVE SUMMARY - Conditional Substantive Certification
MOORESTOWN TOWNSHIP, BURLINGTON COUNTY
July 9, 1997

BACKGROUND

Moorestown Township petitioned the Council on Affordable Housing (COAH) for substantive certification on March 6, 1995. No objections to the township's housing element and fair share plan were filed.

CREDITS and REDUCTIONS

Moorestown Township has a 12-year cumulative obligation of 691 housing units: 85 rehabilitation and 606 new construction. The township is eligible for prior cycle credits, as well as a variety of credits and reductions. Based on the credits and reductions, the calculated need is reduced to 98 units.

FAIR SHARE PLAN

Moorestown is addressing the 98 units through three gut rehabilitation projects (totaling 76 family rental units) and 54 additional rental bonus credits. When the projects are completed, it appears that there will be a 32-unit surplus.

CONDITIONAL SUBSTANTIVE CERTIFICATION

Moorestown Township was granted conditional certification on April 2, 1997. The township was instructed to submit to COAH the following within 60 days:

1. Updated information on the status of the three municipal construction projects: pro forma, funding information and construction schedule.
2. Updated fair share ordinances as per N.J.A.C. 5:93 et seq.
3. Information regarding funding for the gut rehabilitation projects, a realistic development schedule and 30-year deed restrictions.
4. Information on the rehabilitation program and a resolution agreeing to fund any shortfall.
5. Updated affirmative marketing plan as per N.J.A.C. 5:93-11.
6. A revised spending plan in conformance with N.J.A.C. 5:93-8.15(c)

CONCLUSION

Moorestown Township submitted the outstanding information within the 60-day time frame. All conditions have been met and substantive certification is recommended.

RESOLUTION APPROVING A REGIONAL CONTRIBUTION AGREEMENT

WHEREAS, N.J.S.A. 52:27D-312 allows a municipality to transfer up to 50 percent of its fair share obligation to another municipality within its housing region by means of a contractual agreement into which the two municipalities voluntarily enter; and

WHEREAS, Moorestown Township, Burlington County, was granted substantive certification by the Council on Affordable Housing (COAH) on July 9, 1997; and

WHEREAS, Moorestown Township received substantive certification for a housing element and fair share plan addressing a 12-year cumulative obligation of 691 units; and

WHEREAS, on November 6, 1998, Moorestown Township petitioned COAH with an amendment to its certified housing element and fair share plan; and

WHEREAS, as a component of Moorestown's amended housing element and fair share plan, Moorestown Township is proposing a 204-unit RCA with Mount Holly Township, Burlington County, at a cost of \$20,000 per unit for a total of \$4,080,000; and

WHEREAS, Moorestown Township has submitted an RCA contract (attached Exhibit A) between Moorestown Township and Mount Holly Township to COAH for review; and

WHEREAS, Moorestown Township has structured its agreement with Mount Holly Township to include the possibility of reducing the RCA by repetitioning COAH with an amendment to its substantive certification; and

WHEREAS, together with a 75-unit RCA with the City of Beverly, Moorestown Township will be transferring less than 50 percent of its affordable housing obligation; and

WHEREAS, the RCA project plan proposes limited or moderate rehabilitation of one to four family buildings in Mount Holly Township; and

WHEREAS, N.J.S.A. 52:27D-312(c) requires the county planning board of the county in which the receiving municipality is located to review the proposal to determine whether the RCA is in accordance with sound comprehensive regional planning; and

WHEREAS, the Burlington County Planning Board, at its March 23, 1999 meeting, recommended approval of the RCA, and further, based upon planning board staff review of the available information, found that the RCA between Moorestown Township and Mount Holly to be in accordance with sound, comprehensive regional planning; and

BE IT FURTHER RESOLVED that the Mount Holly Township RCA units shall be completed within six years; and

BE IT FURTHER RESOLVED that COAH directs Mount Holly to establish a separate escrow account for RCA monies received from Moorestown Township; and

BE IT FURTHER RESOLVED that COAH directs Mount Holly to enter into a separate agreement with COAH that permits COAH to effectively monitor disbursement of the funds received by Mount Holly pursuant to the RCA; and

BE IT FURTHER RESOLVED that COAH directs Mount Holly to file quarterly reports with COAH detailing the disbursements made from the RCA funds; such reports shall be in a form as determined by COAH and shall contain such information as required by COAH and shall be certified by the appropriate municipal officer; and

BE IT FURTHER RESOLVED that COAH shall file a copy of this resolution with the Director of the Division of Local Government Services, New Jersey Department of Community Affairs, pursuant to N.J.S.A. 52:27D-312(d).

I hereby certify that this resolution
was duly adopted by the Council on
Affordable Housing at its meeting on
October 6, 1999.


Renee Reiss, Secretary
Council on Affordable Housing

2001 AMENDMENT TO HOUSING ELEMENT AND FAIR SHARE PLAN

On October 6, 1999, the New Jersey Council on Affordable Housing ("COAH") approved an amendment to the previously certified Housing Element and Fair Share Plan ("Plan") of the Township of Moorestown.¹ This document is the 2001 Amendment to the Plan.

Figure 1 summarizes the currently certified Plan.

Housing Type and Project Name (Number of Units)	Rehabilitation	New Construction
Prior Cycle Credits		16
Second Street Court House (8)		
Main Street Fire House (8)		
Rehabilitation Credits	32	
Senior rental units		99
Stokes Medical (16)		
Teaberry Run (24)		
Lenola School (33)		
Linden Place (26)		
Family rental units		15
Albany Acres (9)		
Bethel Avenue Infill (1)		
BCCAP, 411 S. Lenola Road (1)		
66-68 East Second Street (3)		
124 East Second Street (1)		
Family for sale units		8
Cedar Court (8)		
Family rental gut rehabs		78
Creed (12)		
Chestertowne (45)		
Colonial Arms (21)		
Municipal housing rehabilitation program	53	
Regional Contribution Agreements		279
Mount Holly (204)		
Beverly (75)		
Rental Bonus Credits		111
Total Affordable Units and Credits	85	606
		691

¹ In 1998, the Moorestown Township Planning Board and the Moorestown Town Council adopted the 1998 Amendment to Moorestown's Housing Element and Fair Share Plan, which COAH certified in 1999. In 1995 the Township Planning Board had adopted a "Housing Element and Fair Share Plan Addendum," which, after supplementary submissions and adoption of ordinances, COAH certified in 1997. This 2001 Plan Amendment is a further amendment to the 1995 Plan.

Figure 2 summarizes the 2001 Amendment to the Plan.

Figure 2: Moorestown Township Amended Housing Plan, 2001		
Housing Type and Project Name (Number of Units)	Rehabilitation	New Construction
Prior Cycle Credits Second Street Court House (8) Main Street Fire House (8)		16
Rehabilitation Credits	32	
Senior rental units Stokes Medical (16) Teaberry Run (24) Lenola School (33) Linden Place (26)		99
Family rental units Albany Acres (9) Bethel Avenue Infill (1) BCCAP, 411 S. Lenola Road (1) 66-68 East Second Street (3) 124 East Second Street (1) 240 Pine Street (1)		16
Family for sale units Cedar Court (8)		8
Family rental gut rehabs Creed (12) Chestertowne (45) Colonial Arms (21) 203-205 West Second Street (2)		80
Municipal housing rehabilitation program	53	
Regional Contribution Agreements Mount Holy (198) Beverly (75)		273
Rental Bonus Credits		114
Total Affordable Units and Credits	85	606
		691
Note: 2001 amendments are <u>highlighted</u>		

Appendix G

1997 Fact Sheet on Substantive Certification Approval from COAH



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
 CN-813
 TRENTON NJ 08625-0813
 609-292-3000
 FAX: 609-633-6056
 TDD#: (609) 278-0175

CHRISTINE TODD WHITMAN
Governor

JANE M. KENNY
Chairman
 SHIRLEY M. BISHOP, P.P.
Executive Director

COAH SUMMARY FACT SHEET 1987 - 1999

July 9, 1997

Municipality	<u>Moorestown Township</u>	Date of Petition	<u>March 6, 1995</u>
County	<u>Burlington</u>	Date of Publication	<u>March 2, 1995</u>
Region	<u>#5</u>	Compliance Report	<u>March 13, 1997</u>
Planner	<u>Monica S. Etz</u>	Conditional Cert.	<u>April 2, 1997</u>
		Substantive Cert.	<u>July 9, 1997</u>

Planning Areas: 1, 2 and 3

PRECREDITED OBLIGATION.....691 (85 rehabilitation / 606 new)

<u>Reductions:</u>	Prior cycle credits	-16
	Senior rentals	- 99
	Family rentals	- 40
	Family for-sale	- 338
	Rental bonus credits	-72
	Rehabilitation credit	<u>-28</u>
		98 Calculated Need

FAIR SHARE PLAN.....98 (57 rehabilitation / 41 new)

Colonial Arms (family rentals)	-19
Chestertowne Apartments (family rentals)	-45
Creed Apartments (family rentals)	-12
Rental bonus credits	<u>- 54</u>
	= 32 unit surplus

Recommendation:
 Grant Substantive Certification.



Appendix H

Crediting Documentation for Existing Units

Moorestown Ecumenical Neighborhood Development, Inc.
Unit Characteristics

Development Name	Low Income		Moderate Income		Senior Units?	Controls Expiration
	Type	Number	Type	Number		
Baylor Arms	Efficiency	1	Efficiency		No	7/9/2027
(Chestertowne Apts) 45 Total Units	1 BR	1	1 BR	1		
	2 BR	20	2 BR	16		
	3 BR	3	3 BR	3		
	Subtotal	25	Subtotal	20		
Beech Street	1 BR		1 BR		No	11/23/2009
18 Total Units	2 BR	14	2 BR			
	3 BR	4	3 BR			
	Subtotal	18	Subtotal	0		
Clover Apartments	1 BR	1	1 BR		No	5/1/2005
5 Total Units	2 BR	2	2 BR			
	Subtotal	5	Subtotal	0		
Colonial Arms	1 BR	2	1 BR	2	No	9/19/2033
21 Total Units	2 BR	9	2 BR	8		
	Subtotal	11	Subtotal	10		
Creed I	1 BR	2	1 BR	2	Yes	7/9/2027
12 Total Units	2 BR	2	2 BR	6		
	Subtotal	4	Subtotal	8		
Creed II	1 BR	8	1 BR		No	5/8/2037
8 Total Units (4 Special Needs)	Subtotal	8	Subtotal			
Firehouse	1 BR	8	1 BR		Yes	5/1/2035
8 Total Units	Subtotal	8	Subtotal	0		
Lenola School	Efficiency	2	Efficiency		Yes	2/24/2008
33 Total Units	1 BR	14	1 BR			
	2 BR	0	2 BR	17		
	Subtotal	16	Subtotal	17		
Linden Place	Efficiency	8	Efficiency		Yes	10/31/2039
26 Total Units	1 BR	18	1 BR			
	Subtotal	26	Subtotal	0		
Moorestown Ct.	1 BR	8	1 BR		Yes	4/1/2009
8 Total Units	Subtotal	8	Subtotal	0		

Moorestown Ecumenical Neighborhood Development, Inc.
Unit Characteristics

Musser Court	1 BR	8	1 BR		Yes	12/1/2014
16 Total Units	2 BR	8	2 BR	0		
	Subtotal	16	Subtotal	0		
Stokes Place	Efficiency	2	Efficiency		Yes	5/15/2011
16 Total Units	1 BR	14	1 BR			
	Subtotal	16	Subtotal	0		
Teaberry Run	Efficiency	7	Efficiency		Yes	6/18/2037
24 Total Units	1 BR	17	1 BR			
	Subtotal	24	Subtotal	0		
66-68 E. 2nd St.	2 BR	2	2 BR		No	8/10/2012
3 Total Units	3 BR		3 BR	1		
	Subtotal	2	Subtotal	1		
124 E. Second St.	2 BR	1	2 BR		No	1/15/2012
One Unit	Subtotal	1	Subtotal	0		
203-205 W. Second St.	3 BR	1	3 BR	1		7/13/2033
2 Total Units	Subtotal	1	Subtotal	1		
428 Camden Ave.	2 BR	1	2 BR		No	1/30/2041
One Unit	Subtotal	1	Subtotal	0		
528 Bethel Ave.	3 BR		3 BR	1	No	3/10/2013
One Unit	Subtotal		Subtotal	1		
	Total	190	Total	58	101 Eligible Units	
TOTAL MEND UNITS	248					

Project / Program Information Form

Alternative Living Arrangement

Family Service – 505 Kings Highway

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Moorestown County: Burlington

Sponsor: Family Service Developer: _____

Block: 2000 Lot: 10 Street Address 505 Kings Highway

Facility Name: Kings Highway

Type of Facility:

- Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- Transitional facility for the homeless
- Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- Congregate living arrangement
- Other - Please Specify: Licensed DMHS Supportive Housing Facility -

For proposed new construction projects only:

Sources of funding committed to the project (check all that apply):

- Capital funding from State - Amount \$ _____
- Balanced Housing - Amount \$ _____
- HUD - Amount \$ _____
- Federal Home Loan Bank - Amount \$ _____
- Farmers Home Administration - Amount \$ _____
- Development fees - Amount \$ _____
- Bank financing - Amount \$ _____
- Other - Please specify: _____

Are funding sources sufficient to complete project?

Yes No

License # 40203-C03-SH1-

of bedrooms occupied by low-income residents 3

Residents qualify as low or moderate income?

of bedrooms occupied by moderate-income residents _____

Yes No

Separate bedrooms? Yes No

Affordability Controls? Yes No

CO Date: / /

Length of Controls: 20 years

Indicate licensing agency:

Effective Date of Controls: 6/14/01

DDD DMHS DHSS DCA

Expiration Date of Controls: 6/14/21

Initial License Date: 6/22/00

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

Current License Date: 6/22/05

The following verification is attached:

- Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? Yes No

Age-restricted? Yes No

Population Served (describe): Homeless with Mental illness

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

Affirmative Marketing Strategy (check all that apply):

DDD/DMHS/DHSS/DCA waiting list

Other (please specify): _____

CERTIFICATIONS

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

Certified by: Bob Pilon 12/27/05
Project Administrator Date

Certified by: Thomas M. Loral 1/3/06
Municipal Housing Officer Date

State of New Jersey
County of Burlington
Sworn and subscribed
before me on this 3rd
Day of January, 2006.

Sharon Leinheiser

SHARON LEINHEISER
NEW JERSEY
NOTARY PUBLIC
COMMISSION EXP. 8/27/06

Print No. 035-HD038

Capital Advance Program

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Instructions for the Preparation of Mortgage, Deed of Trust, or Security Deed

Cl. B Approval No. 2502-0470 (exp. 12/31/93)

Under Section 202 of the Housing Act of 1959 or Section 811 of the National Affordable Housing Act

Public Reporting Burden for this collection of information is estimated to average 6.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Report Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3500 and to the Office of Management and Budget, Paperwork Reduction Project (2502-0470), Washington, D.C. 20503. Do not send this completed form to either of these addresses.

Use the current FHA corporate mortgage, deed of trust, or security deed form applicable to the jurisdiction in which the mortgage premises are located to prepare the Section 202 or Section 811 mortgage, deed of trust or security deed.

The Secretary of Housing and Urban Development is making a capital advance rather than insuring a loan and to delete all references to mortgage insurance. A sample form is shown below and on the following pages showing these changes and others (note especially paragraphs 10, 19 and 20) pertinent to the special features of the Section 202 or Section 811 program.

Appropriate modifications will be needed to show that the Secre-

~~XXXXXXXXXXXX~~

This Indenture, made this 14th day of June, 2001 between Kings Highway, Inc., 770 Woodlane Road, Mount Holly, NJ 08060

organized and existing under the laws of New Jersey, a corporation and the United States of America acting by and through the Secretary of Housing and Urban Development, hereinafter referred to as Mortgagee.

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee in the principal (capital advance amount) sum of Two Hundred Eighty Nine Thousand Four Hundred and No/100 Dollars (\$ 289,400.00), evidenced by its note of even date herewith, said principal being payable provided in said note with a final maturity of September 14, 2041, which note is identified as being secured hereby by a certificate thereon. Said note and all of its terms are incorporated herein by reference and this conveyance shall secure any and all extensions thereof, however evidenced.

Now, Therefore, the said Mortgagor, for the better securing of the payment of the said principal sum of money and the performance of the covenants and agreements herein contained, does by these presents Convey, Mortgage, and Warrant unto the Mortgagee, successors or assigns, the following-described real estate situate, lying, and being in the

in the County of Burlington and the State of New Jersey

to wit: 505 Kings Highway See Attached Schedule A
Moorestown, New Jersey

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, and profits thereof; and all apparatus and fixtures of every kind in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises: including but not limited to all gas and electric fixtures; all radiators, heaters, furnaces, heating equipment, steam and hot-water boilers, stoves and ranges; all elevators and motors; all bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing fixtures; all mantels and cabinets; all refrigerating plants and refrigerators, whether mechanical or otherwise; all cooking apparatus; all furniture, shades, awnings, blinds, and other furnishings; all of which apparatus, fixtures, and equipment, whether affixed to the realty or not, shall be considered real estate for the purposes hereof; and including all furnishings now or hereafter attached to or used in and about the building or buildings now created or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, and all renewals or replacements thereof or articles in substitution therefor; together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein;

To Have And To Hold the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, successors and assigns, forever, for the purposes and use herein set forth.

And Said Mortgagor covenants and agrees:

1. That it will pay the Mortgage Note at the times and in the manner provided therein;
2. That it will not permit or suffer the use of any of the property for any purpose other than the use for which the same was intended at the time this Mortgage was executed;
3. That the Regulatory Agreement, executed by the Mortgagor and the Secretary of Housing and Urban Development, which is being recorded simultaneously herewith, is incorporated in and made a part of this Mortgage. Upon default under the Regulatory Agreement, the Mortgagee, at his/her option, may declare the whole indebtedness secured to be due and payable;
4. That all rents, profits and income from the property covered by this Mortgage are hereby assigned to the Mortgagee for the purpose of

SCHEDULE A DESCRIPTION

File: CTA-040776

Policy No. 74107-000 5565

ALL that certain tract, lot and parcel of land lying and being in the Township of Moorestown, County of Burlington and State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the Northerly sideline of Kings Highway (66.00' wide), also known as County Road #611, said point being one hundred fifty (150.00) feet measured Southwesterly along said line from its intersection with the Westerly line of Pleasant Valley Avenue (50.00' wide); thence:

1. Along the said line of Kings Highway, South seventy degrees twenty two minutes west (South 70 degrees 22 minutes West), a distance of seventy five (75.00') feet to a point on the line of lands formerly of Hollingshead; thence
2. Along said line at right angles to Kings Highway, North nineteen degrees thirty eight minutes west (North 19 degrees 38 minutes West), a distance of one hundred thirty five (135.00') feet to a point; thence
3. Parallel with Kings Highway, North seventy degrees twenty two minutes East (North 70 degrees 22 minutes East), a distance of sixty five and twenty one hundredths (65.21') feet to a point; thence
4. South twenty three degrees forty seven minutes East (South 23 degrees 47 minutes East), a distance of one hundred thirty five and three hundred sixty one thousandths (135.361') feet to the place of BEGINNING.

Said description being drawn in accordance with a survey made by Decker & Coriell, Inc., Professional Land Surveyors & Engineers, dated June 10, 2001.

FOR INFORMATION ONLY: The land referred to in this Commitment is commonly known as Lot 10 in Block 2000 on the Tax Map, Township of Moorestown, in the County of Burlington.

203-SECURITY AGREEMENT... UNIFORM COMMERCIAL CODE... OF AND CHATTEL... THIS IS TO BE...

CR 151

ALLSTATE LEGAL SUPPLY CO. TWO SUPPLIES BLDG. HOUSTON, TEXAS 77002

This Security Agreement, made the 14th day of June 2001 between McWorrest and KINGS HIGHWAY, INC.

residing or located at XXXXXXXXXXXX 770 Woodlane Road in the Township of Mount Holly Monmouth and State of New Jersey in the County of Hudson referred to as the Debtor.

SECRETARY OF UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

residing or located at One Newark Center in the City of Newark Essex and State of New Jersey in the County of Hudson referred to as the Secured Party.

Witnesseth, that Debtor hereby grants to Secured Party a security interest in the collateral described in Schedule A herein to secure payment of an indebtedness in the sum of \$289,400.00 together with interest, payable in the XXXXXXXXXXXX manner provided in that certain Capital Advance Mortgage Note of even date herewith. Said note is secured by a first mortgage on certain real property owned by Debtor as described in Schedule A (the legal description) attached hereto and made a part hereof. Debtor desires to grant and confirm to the Secured Party a security interest in certain collateral herein described in Schedule B as further security for the capital advance loan;

Now, therefore, as an inducement to the Secured Party to make the loan and for other good and valuable considerations, the sufficiency and receipt of which are hereby acknowledged, and to further secure performance by Debtor of all other terms of this agreement and of the capital advance loan documents, including but not limited to the Mortgage, the Regulatory Agreement and the Use Agreement,

and to further secure performance by Debtor of all other terms herein.

- 1. USE OF COLLATERAL. Debtor represents that the collateral will be used (X) a. In business. () b. For personal, family or household purposes. () c. In farming operations.

The collateral shall be kept at 505 Kings Highway, Moorestown, New Jersey

a. FIXTURES. If the collateral is or will be attached to real estate prior to this loan or prior to the perfection of Secured Party's security interest, Debtor will furnish Secured Party with subordinations by all persons having any interest in the real estate. The names, addresses and interests of all persons whose interests are to be subordinated, are NOT APPLICABLE

b. GOODS USED IN MORE THAN ONE STATE. If the collateral is goods of a type which is normally used in more than one State, the chief place of business, if other than Debtor's address set forth above, is NOT APPLICABLE

2. DEBTOR WARRANTIES AND COVENANTS THAT:

2.1 USE OF PROCEEDS OF LOAN. If the loan is to be used to pay, or the debt represents a portion of the purchase price of the collateral, Debtor either will use all the proceeds of the loan to pay the purchase price and for no other purpose, or authorize Secured Party to pay the proceeds directly to the seller of the collateral and to pay premiums for the insurance set forth in Paragraph 2.4.

2.2 SELL, ETC. Debtor is the owner of the collateral free of any other lien or security interest and will not sell, exchange, lease or otherwise dispose of the collateral, nor permit any person other than Secured Party to acquire a lien or security interest therein or file a financing statement covering the collateral.

2.3 PRESERVATION. Debtor will maintain the collateral in good condition and repair and preserve it against loss, damage or depreciation in value other than by reasonable wear.

2.4 INSURANCE. Debtor will carry insurance on the collateral against damage or loss by fire, theft and other casualty, including collision, if applicable, in an amount not less than the full replacement value of the collateral as required by H.U.D. with responsible insurers authorized to do business in this State, loss to be payable to the parties as their respective interests may then appear. In the event of any loss or damage to the collateral, Debtor forthwith shall notify Secured Party in writing and file proofs of loss with the appropriate insurers. Debtor, upon request, shall deliver to Secured Party the policies or certificates of insurance.

2.5 TAXES. Debtor will pay when due, taxes and assessments or license fees of any nature relating to the collateral or its use.

2.6 AUTHORITY TO SECURED PARTY. Debtor authorizes Secured Party, if Debtor fails to do so to do all things required of Debtor by Paragraphs 2.3, 2.4 and 2.5 herein and charge all reasonable expenses incurred by Secured Party to Debtor with interest at 5.0 %.

2.7 REMOVAL AND INSPECTION. Debtor will not remove the collateral from the specific location, except in the normal course of business for temporary periods, without the prior written consent of Secured Party and will permit Secured Party to inspect the collateral at any reasonable time.

2.8 PERFECTION OF SECURITY INTEREST. Debtor will join with Secured Party in executing, filing and doing whatever may be necessary under applicable law, to perfect, continue and terminate Secured Party's security interest in the collateral, at Debtor's expense.

2.9 EXTENSIONS AND RELEASES. Debtor consents to any extension of time of payment if this agreement secures a note, the note is a separate instrument and may be negotiated by Secured Party without releasing Debtor, the collateral or any guarantor or co-maker.

3. GENERAL.

3.1 GUARANTOR OR CO-MAKER. If there be more than one Debtor, guarantor or co-maker of a note or of this agreement the obligation of all shall be primary, joint and several.

3.2 NON-WAIVER BY SECURED PARTY. Failure of Secured Party to insist upon strict performance of any of the warranties and covenants of this agreement or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment for the future of any such warranties, covenants or options, but the same shall be and remain in full force and effect.

3.3 NOTICES. All notices to either party shall be by mail or telegraph addressed to such party at the address set forth herein or previously changed in writing or by personal service upon such party or its proper corporate officer. Reasonable notice, when notice is required shall be not less than 10 days.

3.4 SEVERABILITY. Any part of this agreement contrary to the laws of this State or any State having jurisdiction shall not invalidate other parts of this agreement.

3.5 LAW GOVERNING. All the terms herein and the rights, duties and remedies of the parties shall be governed by the Uniform Commercial Code. (N.J.S. 17A)

4. DEFAULT. Debtor shall be in default under this agreement upon the occurrence of any of the following:

4.1 NONPAYMENT OF PRINCIPAL AND INTEREST. Failure to pay the principal or any installment thereof or interest on the debt or note within 60 days after the due date.

4.2 BREACH OF AGREEMENT BY DEBTOR. Failure by Debtor to keep, observe or perform any provision of this agreement.

5. ACCELERATION. The unpaid balance of the principal then due and interest thereon shall immediately become due and payable at the election of Secured Party in the event of any of the following:

5.1 DEFAULT. As defined herein.

5.2 MISREPRESENTATION. Misrepresentation or material falsity of any certificate or statement made or furnished by Debtor to Secured Party in connection with this agreement.

5.3 INSOLVENCY OR TERMINATION. Termination or sale of business, insolvency or death of Debtor or commencement of any insolvency proceedings by or against Debtor.

5.4 INSECURITY. Deterioration or impairment of the value of the collateral, or a change in the financial status of Debtor, which jeopardizes the prospect of payment of the debt or performance of any of the covenants and conditions herein.

6. REMEDIES ON DEFAULT. In addition to all the rights and remedies herein for default, Secured Party shall have such other rights and remedies as contained in the Uniform Commercial Code.

6.1 ASSEMBLING COLLATERAL. Upon any default and upon demand, Debtor agrees to immediately assemble the collateral and make it available to Secured Party at the place and at the time designated in the said demand.

6.2 COUNSEL FEES AND LEGAL EXPENSES. Upon any default Secured Party may charge Debtor such reasonable counsel fees, legal expenses and other charges incurred by Secured Party in taking and selling the collateral, rendering the surplus if any, according to the Uniform Commercial Code.

7. PRINCIPAL PLACE OF BUSINESS. Debtor's principal place of business is located at 770 Woodlane Road, Mount Holly, NJ 08060

8. If an event of default shall occur under the Mortgage or any other capital advance loan documents, including but not limited to the Regulatory Agreement and Use Agreement, the same shall constitute a default under this agreement. Upon the occurrence of such a default, or upon Debtor's default in its obligations under this Agreement, Secured Party may exercise all rights and remedies granted to a secured party under the Uniform Commercial Code of New Jersey as well as all rights and remedies granted to it under the capital advance loan documents. All such rights and remedies are cumulative and may be exercised singly or concurrently and are not intended to be exclusive of one another.

All the terms, covenants and conditions herein contained shall be for and to all inure to the benefit of and shall bind the respective parties hereto, and their legal representatives, successors and assigns respectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the case of the within instrument may require.

The witnesses heretofore, Debtor and Secured Party have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, the day and year first above mentioned.

ATTEST:

STEVEN SACHAROW, Secretary

KINGS HIGHWAY, INC.
By: HARRY J. SANTORO, President

DESCRIPTION AND LOCATION OF COLLATERAL

The following is a schedule of the items constituting the collateral referred to in this security agreement and the address where each item is and shall be located and if any item is or will be a fixture attached to real estate, the description of the real estate and the name and address of the owner of record thereof.

SEE ATTACHED SCHEDULE B

together with all accessories, substitutions, additions, replacements, parts and accessories affixed to or used in connection with the collateral.

**Security Agreement
On Goods and Chattels**

KINGS HIGHWAY, INC.

TO

SECRETARY OF UNITED STATES DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT

Dated, June 14, 2001

**SCHEDULE A
DESCRIPTION**

File: CTA-040776

Policy No. 74107-0016565

ALL that certain tract, lot and parcel of land lying and being in the Township of Moorestown, County of Burlington and State of New Jersey, being more particularly described as follows:

BEGINNING at a point in the Northerly sideline of Kings Highway (66.00' wide), also known as County Road #611, said point being one hundred fifty (150.00) feet measured Southwesterly along said line from its intersection with the Westerly line of Pleasant Valley Avenue (50.00' wide); thence

1. Along the said line of Kings Highway, South seventy degrees twenty two minutes west (South 70 degrees 22 minutes West), a distance of seventy five (75.00') feet to a point on the line of lands formerly of Hollingshead; thence
2. Along said line at right angles to Kings Highway, North nineteen degrees thirty eight minutes west (North 19 degrees 38 minutes West), a distance of one hundred thirty five (135.00') feet to a point; thence
3. Parallel with Kings Highway, North seventy degrees twenty two minutes East (North 70 degrees 22 minutes East), a distance of sixty five and twenty one hundredths (65.21') feet to a point; thence
4. South twenty three degrees forty seven minutes East (South 23 degrees 47 minutes East), a distance of one hundred thirty five and three hundred sixty one thousandths (135.361') feet to the place of BEGINNING.

Said description being drawn in accordance with a survey made by Decker & Correll, Inc., Professional Land Surveyors & Planners, dated June 10, 2001.

FOR INFORMATION ONLY: The land referred to in this Commitment is commonly known as Lot 10 in Block 2000 on the Tax Map, Township of Moorestown, in the County of Burlington.

THIS POLICY IS VALID ONLY IF SCHEDULE B IS ATTACHED

SCHEDULE B

All and singular tenements, and hereditaments and appurtenances thereto belonging to the Debtor located at 505 Kings Highway, Moorestown, New Jersey, shown as Block 2000, Lot 10 on the current tax map of the Township of Moorestown, County of Burlington, State of New Jersey (the "Premises") and the rents, issues and profits thereof; and all apparatus and fixtures of or hereafter standing on said land, and also all estate, right, title and interest of the said Debtor in and to said premises; including but not limited to, all gas and electric fixtures; all radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, and ranges; all elevators and motors; all bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing fixtures; all mantels and cabinets, washing machines, clothes dryers, dishwashers, freezers, kitchen equipment; all refrigerating plants, and refrigerators, whether mechanical or otherwise; all cooking apparatus; all furniture, shades, awnings, blinds, and other furnishings; equipment or articles used to supply sprinkler protection and waste removal laundry equipment, office equipment, communication equipment, electrical equipment, television and radio systems; all of which apparatus, fixtures, and equipment, whether affixed to the realty, or not, shall be considered real estate for the purposes hereof; and including all furnishings and all goods of any and every nature whatsoever now or in the future owned by Debtor and now or hereafter located in, or on, or attached or affixed to, or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, and all renewals or replacements thereof or articles in substitution therefor; together with all building materials and equipment now or hereafter delivered to said premises and intended to be installed therein;

All intangible property and rights relating to the property or the operation thereof, or used in connection therewith, all contract rights, or other agreements relating to services in connection with the use, operation, occupancy, or maintenance of such building or buildings, accounts receivable, instruments, actions and rights in action, rents, issues, income and cash collateral;

All rights to insurance proceeds and condemnation awards, arising from the premises and personal property and all rights of Debtor as to the business operations on the premises;

All of the leases, rental agreements, rents, income and profits, including, without limitation, all security and other deposits, licenses, permits, obligations owing to Debtor or lessor, including rent paid under any leases, subleases, or other agreements or arrangements pertaining to or affecting the premises, or the operations thereon, or the personal property, and all of the right, title and interest of the Debtor therein;

All proceeds, replacements, additions, substitutions, renewals and accessions of any of the foregoing.

DEED

RECORDED
2001 JUN 14 P 3:04
BURLINGTON COUNTY CLERK

This Deed is made on June 14, 2001,

BETWEEN

FAMILY SERVICE OF BURLINGTON COUNTY, A Non-Profit Corporation of the State of New Jersey,

whose post office address is 770 Woodlane Road, Mount Holly, New Jersey 08060,

referred to as Grantor,

AND

KINGS HIGHWAY, INC., A Non-Profit Corporation of the State of New Jersey,

whose post office address is 505 Kings Highway, Moorestown, New Jersey 08057,

referred to as Grantee.

The Words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of One Hundred Seventy Six Thousand and No/100 (\$176,000.00) Dollars.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-1.1) Township of Moorestown
Block No. 2000 Lot. No. 10 Qualifier No. Account No.

No property tax identification number is available on the date of this Deed .

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of Moorestown, County of Burlington and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable.)

See Attached Schedule A.

Being the same premises conveyed to Family Service of Burlington County, by deed from Barbara A. Conway, dated March 15, 1999, recorded March 25, 1999 in the Burlington County Clerk's Office in Deed Book 5676, Page 880.

Prepared by (print signer's name below signature)



Robert J. Romano, Jr., Esq.

(For Recorder's Use Only)

The street address of the Property is: 505 Kings Highway, Moorestown, New Jersey.

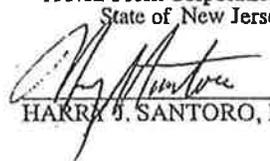
4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Attested:


STEVEN SACHAROW, Secretary

FAMILY SERVICE OF BURLINGTON COUNTY
A Non-Profit Corporation of the
State of New Jersey

 (Seal)
HARRY J. SANTORO, President

STATE OF NEW JERSEY, COUNTY OF *ESSEX* SS:

I CERTIFY that on June 14, 2001

On the 14th day of June 2001, before me personally came Harry J. Santoro, to me known, who, being by me duly sworn, did depose and say that he is the president of Family Service of Burlington County, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Trustees of said corporation.


Robert J. Romano, Jr.
An Attorney-at-Law of the
State of New Jersey

RECORD AND RETURN TO:

Robert J. Romano, Jr., Esq.
Andora & Romano, L.L.C.
15 Essex Road
Paramus, NJ 07652

SCHEDULE A
DESCRIPTION

BEGINNING AT A POINT IN THE NORTHERLY SIDELINE OF KINGS HIGHWAY (66.00' WIDE) ALSO KNOWN AS COUNTY ROAD #611 SAID POINT BEING ONE HUNDRED FIFTY (150.00') FEET MEASURED SOUTHWESTERLY ALONG SAID LINE FROM ITS INTERSECTION WITH THE WESTERLY LINE OF PLEASANT VALLEY AVENUE (50.00' WIDE);

THENCE (1) ALONG THE SAID LINE OF KINGS HIGHWAY SOUTH SEVENTY DEGREES TWENTY TWO MINUTES WEST (S 70° 22' W) A DISTANCE OF SEVENTY FIVE (75.00') FEET TO A POINT ON THE LINE OF LANDS FORMERLY OF HOLLINGSHEAD;

THENCE (2) ALONG SAID LINE AT RIGHT ANGLES TO KINGS HIGHWAY NORTH NINETEEN DEGREES THIRTY EIGHT MINUTES WEST (N 19° 38' W) A DISTANCE OF ONE HUNDRED THIRTY FIVE (135.00') FEET TO A POINT;

THENCE (3) PARALLEL WITH KINGS HIGHWAY NORTH SEVENTY DEGREES TWENTY TWO MINUTES EAST (N 70° 22' E) A DISTANCE OF SIXTY FIVE AND TWENTY ONE HUNDREDTHS (65.21') FEET TO A POINT;

THENCE (4) SOUTH TWENTY THREE DEGREES FORTY SEVEN MINUTES EAST (S 23° 47' E) A DISTANCE OF ONE HUNDRED THIRTY FIVE AND THREE HUNDRED SIXTY ONE THOUSANDTHS (135.361') FEET TO THE PLACE OF BEGINNING.

PROPERTY SITUATED IN THE TOWNSHIP OF MOORESTOWN, BURLINGTON COUNTY, NEW JERSEY. DESCRIPTION PREPARED BY AND DRAWN IN ACCORDANCE WITH A SURVEY BY DECKER AND CORIELL, INC. DATED MARCH 10, 2001 AS JOB# 99005.02 BEING DESCRIBED AS LOT 10 BLOCK 2000 AS SHOWN ON THE TAX MAPS OF THE TOWNSHIP OF MOORESTOWN, BEING COMMONLY KNOWN AS 505 KINGS HIGHWAY.

SCHEDULE A

DB5871 | PG795

RECORDING DATA PAGE

Consideration \$176,000.00 Code: S
Transfer Fee : \$655.00
Recording Date: 06/14/2001 Login id:
Document No : 3525443 ccmehrer

COLONIAL TITLE & ABSTRACT SERVICE INC
30 SCHUYLER PLACE
PO BOX 232
MORRISTOWN, NJ 07963
ATTN: SAL DESTEFANO

Receipt No : 292501
Document No : 3525443 Type : DEED
Recording Date : 06/14/2001
Login Id : ccmehrer

Recorded
Jun 14 2001 03:19pm
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

DB5871 PG796

REGIONAL TITLE AGENCY, LLC

7 Foster Avenue Suite 200

Gibbsboro, NJ 08026

Telephone: (856) 787-9005 Fax: (856) 787-1372

B. Type of Loan	1. FHA	2. FmHA	3. Conv. Unins
	4. VA	5. Conv. Ins.	
6. File Number:	RT-12-9636		7. Loan Number:
8. Mortgage Ins. Case Number:			

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower: **Twin Oaks Community Services
Dakota Properties Inc.**

E. Name and Address of Seller:

F. Name and Address of Lender: **TD Bank, NA**

G. Property Location:

- Township of Burlington, County of Burlington, State of New Jersey
Block: 114.02 Lot: 513
513 Garnet Dr # 5c, Burlington, NJ
- Township of Burlington, County of Burlington, State of New Jersey
Block: 114.03 Lot: 1409
1409 Kenny Cv, Burlington, NJ
- Township of Burlington, County of Burlington, State of New Jersey
Block: 114.02 Lot: 314
314 Garnet Dr # 3c, Burlington, NJ
- Township of Burlington, County of Burlington, State of New Jersey
Block: 114.02 Lot: 701
701 Garnet Dr # 7a, Burlington, NJ
- Township of Maple Shade, County of Burlington, State of New Jersey
Block: 116 Lot: 1
200 W Main St Unit 301, Maple Shade, NJ
- Township of Florence, County of Burlington, State of New Jersey
Block: 98.06 Lot: 32
79 River Bank Dr, Florence, NJ
- Township of Moorestown, County of Burlington, State of New Jersey
Block: 1701 Lot: 12
43 Villa Ave, Moorestown, NJ
- Township of Burlington, County of Burlington, State of New Jersey
Block: 102.15 Lot: 1241
1241 Liberte Ct, Burlington, NJ
- Township of Moorestown, County of Burlington, State of New Jersey
Block: 1301 Lot: 11
45 Eraser Rd, Moorestown, NJ
- Township of Moorestown, County of Burlington, State of New Jersey
Block: 701 Lot: 30
202 Crider Ave, Moorestown, NJ
- Township of Moorestown, County of Burlington, State of New Jersey
Block: 1301 Lot: 11
61 Eraser Rd, Moorestown, NJ
- Borough of Pine Hill, County of Camden, State of New Jersey
Block: 77 Lot: 1
205 W Branch Ave, Pine Hill, NJ
- Borough of Barrington, County of Camden, State of New Jersey
Block: 22 Lot: 13
23 W Gloucester Pike, Barrington, NJ

H. Settlement Agent: **, Regional Title Agency, LLC**
Closer: **Kathleen Marlowe**

I. Place of Settlement: **Capehart & Scatchard 8000 Midlantic Dr, Suite 300 South, Mount
Laurel, NJ - 08054**

J. Settlement Date: **February 26, 2013**
Disbursement Date: **February 26, 2013**

K. SUMMARY OF BORROWER'S TRANSACTION

100. GROSS AMOUNT DUE FROM BORROWER:	
101. Contract Sales Price	
102. Personal property	
103. Settlement charges to borrower (line 1400)	5,373,598.96
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/Town taxes	to
107. County taxes	to
108. Assessments	to
109.	
110.	
111.	
112.	
113.	
114.	
120. GROSS AMOUNT DUE FROM BORROWER:	5,373,598.96

L. SUMMARY OF SELLER'S TRANSACTION

400. GROSS AMOUNT DUE TO SELLER:	
401. Contract Sales Price	
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/Town taxes	to
407. County taxes	to
408. Assessments	to
409.	
410.	
411.	
412.	
413.	
414.	
420. GROSS AMOUNT DUE TO SELLER:	

200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER

201. Deposit or earnest money	
202. Principal amount of new loan(s)	5,305,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208. Dakota Properties (\$3,020,000.00)	
209. Twin Oaks (\$2,285,000.00)	

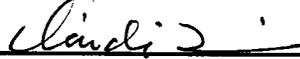
500. REDUCTIONS IN AMOUNT DUE SELLER:

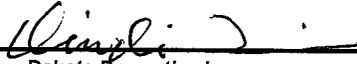
501. Excess deposit (see instructions)	
502. Settlement Charges to Seller (line 1400)	
503. Existing loan(s) taken subject to	
504.	
505.	
506.	
507.	
508.	
509.	

L. SETTLEMENT CHARGES				PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT	
700. TOTAL SALES/BROKERS COMMISSION						
Based on Price		\$	@	%=		
Division of Commission (line 700) as follows:						
701.	%					
702.	%					
703.	Total Commission paid at Settlement					
704.						
800. ITEMS PAYABLE IN CONNECTION WITH LOAN						
801.	Loan Origination Fee	%				
802.	Loan Discount	%				
803.	Appraisal Fee to		TD Bank, NA	14,075.00		
804.	Environmental Fees		TD Bank, NA	1,250.00		
805.	EDA Fee		NJEDA	26,525.00		
806.	Mortgage Insurance Application Fee to					
807.	Mortgage Broker Fee to					
808.	Attorney Fees		Cahill, Wilinski, Rhodes & Joyce	9,650.00		
809.	Loan Fee		TD Bank, NA	7,500.00		
810.	Corporate Status (2)		TD Bank, NA	12.50		
811.	Judgment Searches (2)		TD Bank, NA	56.00		
812.	Legal Fees		M. Jeremy Ostow, Esq	12,000.00		
813.	Legal Fees		Wolf Samson	14,250.00		
814.	Flood Searches		TD Bank, NA	155.00		
815.						
816.						
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE						
901.	Interest from	2/26/2013	to	2/28/2013	@ \$ /day	
902.	Mortgage Insurance Premium		Months to			
903.	Hazard Insurance Premium		Years to			
904.	Flood Insurance Premium		Years to			
905.						
1000. RESERVES DEPOSITED WITH LENDER						
1001.	Hazard Insurance	Months @ \$		Per month		
1002.	Mortgage Insurance	Months @ \$		Per month		
1003.	City property taxes	Months @ \$		Per month		
1004.	County property taxes	Months @ \$		Per month		
1005.	Annual assessments	Months @ \$		Per month		
1006.	Flood Insurance	Months @ \$		Per month		
1007.						
1008.						
1100. TITLE CHARGES						
1101.	Settlement or closing fee		Regional Title Agency, LLC	325.00		
1102.	Abstract or title search					
1103.	Title examination					
1104.	Title insurance binder					
1105.	Document preparation					
1106.	Notary fees		Regional Title Agency, LLC	25.00		
1107.	Attorney's fees					
	(Includes above items numbers:)			
1108.	Title insurance		Regional Title Agency, LLC	7,458.90		
	(Includes above items numbers:)			
1109.	Lender's Coverage	\$2,285,000.00				
1110.	Owners' coverage	\$0.00				
1111.	Title Insurance Dakota Properties		Regional Title Agency, LLC (Gibbsboro)	9,673.05		
1112.						
1113.	Cross Collateral Mortgages (5)		County Clerks	2,350.00		
1114.	Assignment of Rents and Leases		Atlantic County Clerk	190.00		
1115.	Assignment of Rents and Leases		Gloucester County Clerk	200.00		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES						
1201.	Recording fees: Deed \$0.00		Mortgage \$1,895.00	Releases \$0.00	1,895.00	
1202.	Realty Transfer Tax					
1203.	EDA Mortgages		Atlantic and Gloucester	925.00		
1204.	Assignment of Rents & Leases		Burlington County Clerk	480.00		
1205.	Assignment of Rents & Leases		Camden County Clerk	190.00		
1206.	Mortgage		Gloucester County Clerk	450.00		
1207.	Mortgage		Cumberland County Clerk	450.00		
1300. ADDITIONAL SETTLEMENT CHARGES						
1301.	Survey to				\$0.00	
1302.	Pest inspection to					
1303.	Authority's Assignments (5)		County Clerks	750.00		
1304.	Payoff 150100004822 61 Eraser		Beneficial Bank	142,125.34		
1305.	Payoff 2802681867 202 Crider		Beneficial Bank	135,205.17		
1306.	Payoff 150100004657 1241 Liberte Court		Beneficial Bank	64,602.78		
1307.	Payoff 150100004830 45 Eraser Road		Beneficial Bank	146,635.93		
1308.	Payoff 17405205 W Branch		TD Bank	837,934.29		
1309.	Payoff 150400006691 various		Beneficial Bank	3,936,260.00		
1400. TOTAL SETTLEMENT CHARGES				(enter on lines 103, Sect J and 502 Sect K)	5,373,598.96	

Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210.	City/Town taxes	to		510.	City/Town taxes	to	
211.	County taxes	to		511.	County taxes	to	
212.	Assessments	to		512.	Assessments	to	
213.				513.			
214.				514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220.	TOTAL PAID BY/FOR BORROWER		5,305,000.00	520.	TOTAL REDUCTION AMOUNT DUE SELLER		
300. CASH AT SETTLEMENT FROM/TO BORROWER				600. CASH AT SETTLEMENT FROM/TO SELLER			
301.	Gross amount due from borrower (line 120)		5,373,598.96	601.	Gross amount due seller (line 420)		
302.	Less amounts paid by/for borrower (line 220)		5,305,000.00	602.	Less reductions in amount due seller (line 520)		
303.	CASH FROM BORROWER		68,598.96	603.	CASH		

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement. Warning: It is a crime to knowingly make false statements to the United States on this or any similar forms. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.


 Borrower: Twin Oaks Community Services


 Borrower: Dakota Properties Inc.

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.


 Settlement Agent: Kathleen Marlowe

February 26, 2013
 Date:

**Council on Affordable Housing (COAH)
Supportive and Special Needs Housing Survey**

Municipality: Moorestown County: Burlington

Sponsor: Oaks Integrated Care Developer: _____

Block: 1701 Lot: 12 Street Address 43 Villa Ave

Facility Name: Supportive Housing

<p>Section 1: Type of Facility:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input checked="" type="checkbox"/> X Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other – Please Specify: _____ 	<p>Section 2: Sources and amount of funding committed to the project :</p> <ul style="list-style-type: none"> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____ <input type="checkbox"/> Balanced Housing – Amount \$ _____ <input type="checkbox"/> HUD – Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____ <input type="checkbox"/> Farmers Home Administration – Amount \$ _____ <input type="checkbox"/> Development fees – Amount \$ _____ <input type="checkbox"/> Bank financing – Amount \$ _____ <input type="checkbox"/> Other – Please specify: <u>NJEDA</u> \$209,000 _____ <p><input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>1</u></p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>1</u>, including:</p> <p style="padding-left: 20px;"># of very low-income units <u>1</u></p> <p style="padding-left: 20px;"># of low-income units _____</p> <p style="padding-left: 20px;"># of moderate-income units _____</p> <p style="padding-left: 20px;"># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: <u> </u>/<u> </u>/<u> </u></p> <p>Expiration Date of Controls: <u> </u>/<u> </u>/<u> </u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: <u>05</u>/<u> </u>/<u>19</u> <u> </u>/<u> </u>/<u>09</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input checked="" type="checkbox"/> X DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: <u> </u>/<u> </u>/<u> </u></p> <p>Current License Date: <u>2</u>/<u> </u>/<u>12</u> <u> </u>/<u> </u>/<u>20</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No; Length of commitment: <u>10</u> years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required) 	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Population Served (describe): _____</p> <p>Mentally Ill _____</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

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

- XDDD/DMHS/DHSS waiting list
- Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

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

Certified by: Wendie MacMoran _____ 10/1/20 _____
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") entered into at Philadelphia, Pennsylvania, as of **May 28, 2009**, between **Family Service of Burlington County, NJ**, a **New Jersey** corporation, with an address of **770 Woodlane Road, Westampton, New Jersey 08060** (the "Mortgagor") and Beneficial Bank, a Pennsylvania Stock Savings Bank, with an address of 530 Walnut Street, Philadelphia, Pennsylvania 19106 (the "Bank").

The real property which is the subject matter of this Mortgage has the following address(es): **43 Villa Avenue, Moorestown, New Jersey 08057-2216** (the "Address(es)").

1. MORTGAGE, OBLIGATIONS AND FUTURE ADVANCES

1.1 Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to the Bank and its successors and assigns forever, all of Mortgagor's right, title and interest in and to the "Property" described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to the Bank and all obligations respecting that certain **Demand Note**, dated **November 14, 2007**, by **Family Service of Burlington County, NJ** in favor of the Bank in the original principal amount of **\$5,000,000.00** (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

The amount of principal obligations outstanding and evidenced by the Loan Documents and secured by this Mortgage total **\$209,000** as of the date of this Mortgage but this Mortgage shall nevertheless secure payment and performance of all Obligations.

1.2 Security Interest in Property. As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the Uniform Commercial Code of New Jersey (the "Uniform Commercial Code") as to any and all personal property and fixtures and as to all such property the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder. This Mortgage constitutes a financing statement filed as a fixture filing under Section 9-502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

1.3 Collateral Assignment of Leases and Rents. The Mortgagor hereby irrevocably and unconditionally assigns to the Bank, and its successors and assigns, as collateral security for the Obligations all of the Mortgagor's rights and benefits under any and all Leases (as hereinafter defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but the Mortgagor shall have a license, revocable by the Bank, to continue to collect rents owing under the Leases until an Event of Default (as hereinafter defined) occurs and the Bank exercises its rights and remedies to collect such rents as set forth herein.

1.4 Conditions to Grant. The Bank shall have and hold the above granted Property unto and to the use and benefit of the Bank, and its successors and assigns, forever; provided, however, the conveyances, grants and assignments contained in this Mortgage are upon the express condition that, if Mortgagor shall irrevocably pay and perform the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents and this Mortgage, shall pay and perform all other Obligations as set forth in this Mortgage and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents, the conveyances, grants and assignments contained in this Mortgage shall be appropriately released and discharged.

1.5 Property. The term "Property," as used in this Mortgage, shall mean that certain parcel of land and the fixtures, structures and improvements and all personal property constituting fixtures, as that term is defined in the Uniform Commercial Code, now or hereafter thereon located at the Address(es), as more particularly described in Exhibit A attached hereto, together with: (i) all rights now or hereafter existing, belonging, pertaining or appurtenant thereto; (ii) the following categories of assets as defined in the Uniform Commercial Code: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined; (iv) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor of any kind arising thereunder (the "Leases"); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.

1.6 Obligations. The term "Obligation(s)," as used in this Mortgage, shall mean without limitation all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, now or hereafter owing by the Mortgagor to the Bank at any

time, of each and every kind, nature and description, whether arising under this Mortgage or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Mortgagor to the Bank; or are due indirectly by the Mortgagor to the Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to the Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of all amounts outstanding when due pursuant to the terms of any of the Loan Documents. Said term shall also include all interest and other charges chargeable to the Mortgagor or due from the Mortgagor to the Bank from time to time and all advances, costs and expenses referred to in this Mortgage, including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of the Bank's rights hereunder or pursuant to any document or instrument executed in connection herewith.

1.7 Cross-Collateral and Future Advances. It is the express intention of the Mortgagor that this Mortgage secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by the Bank or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Mortgage. Notice of the continuing grant of this Mortgage shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

2. REPRESENTATIONS, WARRANTIES, COVENANTS

2.1 Representations and Warranties. The Mortgagor represents and warrants that: (a) the Mortgagor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit C hereto (the "Permitted Encumbrances"); (b) the Mortgagor is the sole legal owner of the entire lessor's interest in the Leases and the Mortgagor has not executed any other assignment of the Leases or any of the rights or rents arising thereunder; and (c) as of the date hereof, there are no Hazardous Substances (as hereinafter defined) in, on or under the Property, except as disclosed in writing to and acknowledged by the Bank.

2.2 Restrictions on the Mortgagor. The Mortgagor covenants that it will not, directly or indirectly, without the prior written approval of the Bank in each instance: (a) sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Mortgagor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Mortgage; (b) permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule ("Hazardous Substances"); or (c) permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances).

2.3 Operation of Property. The Mortgagor covenants and agrees as follows:

- (a) The Mortgagor will not permit the Property to be used for any unlawful or improper purpose;
- (b) The Mortgagor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law or which the Bank may require, provided that, in any case, the Mortgagor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by the Bank; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as the Bank may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located, be otherwise acceptable to the Bank, provide deductible amounts acceptable to the Bank, name the Bank as a mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least Thirty (30) days prior written notice to the Bank;
- (c) Mortgagor will not enter into or modify the Leases in any material respect without the prior written consent of the Bank, execute any assignment of the Leases except in favor of the Bank, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases; and
- (d) Mortgagor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof.

2.4 Payments. The Mortgagor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by the Bank, the Mortgagor shall deposit from time to time with the Bank sums determined by the Bank to be sufficient to pay when due the amounts referred to in this Section. The Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at the Bank's request, provides the Bank with adequate cash security, in the Bank's reasonable judgment, against the enforcement thereof. The Mortgagor shall furnish to the Bank the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Mortgagor shall also furnish to the Bank evidence of all other payments referred to above within fifteen (15) days after written request therefor by the Bank. If Mortgagor shall fail to pay such sums, the Bank may, but shall not be obligated to, advance such sums. Any sums so advanced by the Bank shall be added to the

Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Mortgage.

2.5 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, the Mortgagor shall immediately give written notice to the Bank, describing the nature and extent thereof. The Bank may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Mortgagor shall immediately give to the Bank copies of all notices, pleadings, determinations and other papers relating thereto. The Mortgagor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Mortgagor shall not settle any such claim without the Bank's prior written consent. The Mortgagor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for the Bank and immediately pay the same to the Bank. The Mortgagor authorizes any award or settlement due in connection with a Taking to be paid directly to the Bank in amounts not exceeding the Obligations. The Bank may apply such amounts to the Obligations in such order as the Bank may determine.

2.6 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to the Bank and, at the option of the Bank, be applied to the Obligations in such order as the Bank may determine; provided, however, that if the Bank shall require repair of the Property, the Bank may release all or any portion of such proceeds to the Mortgagor for such purpose. Any insurance proceeds paid to the Mortgagor shall be held in trust for the Bank and promptly paid to it.

3. DEFAULTS AND REMEDIES

3.1 Events of Default. Event of Default shall mean the occurrence of any one or more of the following events: (a) default of any liability, obligation, covenant or undertaking of the Mortgagor or any guarantor of the Obligations to the Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Mortgagor or any guarantor of the Obligations under any other Loan Document or any other agreement with the Bank; (b) failure by the Mortgagor to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Mortgage; (c) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property; (d) failure of the Mortgagor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the Bank; (e) default of any material liability, obligation or undertaking of the Mortgagor or any guarantor of the Obligations to any other party; (f) if any statement, representation or warranty heretofore, now or hereafter made by the Mortgagor or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Mortgagor or any guarantor of the Obligations shall be determined by the Bank to have been false or misleading in any material respect when made; (g) if the Mortgagor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (h) the death of the Mortgagor or any guarantor of the Obligations and, if the Mortgagor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member; (i) the institution by or against the Mortgagor or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Mortgagor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Mortgagor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Mortgagor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors; (j) the service upon the Bank of a writ in which the Bank is named as trustee of the Mortgagor or any guarantor of the Obligations; (k) a judgment or judgments for the payment of money shall be rendered against the Mortgagor or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (l) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Mortgagor or any guarantor of the Obligations; (m) the termination or revocation of any guaranty of the Obligations; or (n) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Mortgagor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Mortgagor or any guarantor of the Obligations to the Bank has been or may be impaired.

3.2 Remedies. On the occurrence of any Event of Default the Bank may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

- (a) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Mortgagor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an event of default has occurred hereunder;
- (b) Enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Mortgagor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by the Bank upon the Property for any reason shall not cause the Bank to be a mortgagee in possession, except upon the express written declaration of the Bank;
- (c) With or without taking possession, receive and collect all rents, income, issues and profits ("Rents") from the Property (including all real estate and personal property and whether past due or thereafter accruing), including as may arise under

the Leases, and the Mortgagor appoints the Bank as its true and lawful attorney with the power for the Bank in its own name and capacity to demand and collect Rents and take any action that the Mortgagor is authorized to take under the Leases. The Bank shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as the Bank determines, or in accordance with any applicable statute, and the Mortgagor agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. The Bank shall be liable to account only for such Rents actually received by the Bank. Lessees under the Leases are hereby authorized and directed, following notice from the Bank, to pay all amounts due the Mortgagor under the Leases to the Bank, whereupon such lessees shall be relieved of any and all duty and obligation to the Mortgagor with respect to such payments so made;

- (d) In addition to any other remedies, to sell the Property or any part thereof or interest therein pursuant to exercise of its power of sale or otherwise at public auction on terms and conditions as the Bank may determine, or otherwise foreclose this Mortgage in any manner permitted by law, and upon such sale the Mortgagor shall execute and deliver such instruments as the Bank may request in order to convey and transfer all of the Mortgagor's interest in the Property, and the same shall operate to divest all rights, title and interest of the Mortgagor in and to the Property. In the event this Mortgage shall include more than one parcel of property or subdivision (each hereinafter called a "portion"), the Bank shall, in its sole and exclusive discretion and to the extent permitted by applicable law, be empowered to foreclose upon any such portion without impairing its right to foreclose subsequently upon any other portion or the entirety of the Property from time to time thereafter. In addition, the Bank may in its sole and exclusive discretion subordinate this Mortgage to one or more Leases for the sole purpose of preserving any such Lease in the event of a foreclosure;
- (e) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Mortgagor shall provide the Bank or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Mortgagor from any responsibility therefor or given the Bank "control" over the Property or cause the Bank to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and
- (f) Take such other actions or proceedings as the Bank deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Mortgagor hereby waives any right to object to such appointment) and exercise of any of the Bank's remedies provided herein or in any other document evidencing, securing or relating to any of the Obligations or available to a secured party under the Uniform Commercial Code or under other applicable law.

In addition, the Bank shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Mortgagor agrees and acknowledges that the acceptance by the Bank of any payments from either the Mortgagor or any guarantor after the occurrence of any Event of Default, the exercise by the Bank of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Bank's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Bank. The Mortgagor agrees and acknowledges that the Bank, by making payments or incurring costs described herein, shall be subrogated to any right of the Mortgagor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Mortgagor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

3.3 Advances. If the Mortgagor fails to pay or perform any of its obligations respecting the Property, the Bank may in its sole discretion do so without waiving or releasing Mortgagor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by the Bank hereunder shall be, until reimbursed by the Mortgagor, part of the Obligations and secured by this Mortgage, and shall be due and payable to the Bank, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.

3.4 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights the Bank might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Mortgagor further agrees that the Bank may exercise any or all of its rights or remedies set forth herein without having to pay the Mortgagor any sums for use or occupancy of the Property.

3.5 Mortgagor's Waiver of Certain Rights. To the extent permitted by applicable law, the Mortgagor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

4. MISCELLANEOUS

4.1 Costs and Expenses. To the extent permitted by applicable law, the Mortgagor shall pay to the Bank, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Bank in connection with the Bank's interpretation, recordation of this Mortgage, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Mortgage and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Mortgagor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Mortgagor hereunder shall be, until paid, part of the Obligations and secured by this Mortgage, and the Bank shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Mortgagor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.

4.2 Waivers. The Mortgagor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of the Bank in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "the Bank's rights and remedies") hereunder shall constitute a waiver thereof; and no waiver by the Bank of any default of the Mortgagor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of the Bank, which consent makes explicit reference to this Mortgage. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between the Bank and the Mortgagor at any time (whether before, during or after the effective date or term of this Mortgage) shall be construed as a waiver, modification or limitation of any of the Bank's rights and remedies under this Mortgage (nor shall anything in this Mortgage be construed as a waiver, modification or limitation of any of the Bank's rights and remedies under any such other agreement or transaction) but all the Bank's rights and remedies not only under the provisions of this Mortgage but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by the Bank at such time or times and in such order of preference as the Bank in its sole discretion may determine.

4.3 Waiver of Homestead. To the maximum extent permitted under applicable law, the Mortgagor hereby waives and terminates any homestead rights and/or exemptions respecting the Property under the provisions of any applicable homestead laws, including, without limitation, N.J.S.A.54:4-8.57.

4.4 Joint and Several. If there is more than one Mortgagor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Mortgage and the term "Mortgagor" shall include each as well as all of them.

4.5 Severability. If any provision of this Mortgage or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Mortgage (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

4.6 Complete Agreement. This Mortgage and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

4.7 Binding Effect of Agreement. This Mortgage shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Bank shall be entitled to rely thereon) until all Obligations are fully and indefeasibly paid. The Bank may transfer and assign this Mortgage and deliver any collateral to the assignee, who shall thereupon have all of the rights of the Bank; and the Bank shall then be relieved and discharged of any responsibility or liability with respect to this Mortgage and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Mortgage or the other Loan Documents.

4.8 Notices. Any notices under or pursuant to this Mortgage shall be deemed duly received and effective if delivered in hand to any officer or agent of the Mortgagor or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Mortgagor or Bank at the address set forth in this Mortgage or as any party may from time to time designate by written notice to the other party.

4.9 Governing Law. This Mortgage shall be governed by New Jersey.

4.10 **JURY WAIVER.** THE MORTGAGOR AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS MORTGAGE, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. THE MORTGAGOR CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

4.11 **COPY OF MORTGAGE.** MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS RECEIVED A COPY OF THIS MORTGAGE AT NO ADDITIONAL COST.

EXECUTED under seal as of the date first above written.

Witness:

Mortgagor:

Family Service of Burlington County, NJ

Kathy Ann Dewey

By:

Al Shi
Qindi Shi, Executive VP/CFO
Bob Pelan, President + CEO

STATE OF NEW JERSEY

:

COUNTY OF BURLINGTON

SS.

:

On this, the *28* day of *May*, 20*11*, before me, a Notary Public, personally appeared **Qindi Shi**, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who acknowledged himself/herself to be the **Executive VP/CFO of Family Service of Burlington County, NJ**, a **New Jersey** corporation, and that he/she as such **Executive VP/CFO**, being authorized to do so, executed the foregoing instrument on behalf of **Family Service of Burlington County, NJ** as the act of **Family Service of Burlington County, NJ**.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Regina M. Farrell
NOTARY PUBLIC
MY COMMISSION EXPIRES: *7-10-11*

REGINA M. FARRELL
Notary Public of New Jersey
My Commission Expires
July 10, 2011

TOWNSHIP OF MOORESTOWN DEPARTMENT OF PUBLIC WORKS
CERTIFICATE OF CONTINUING OCCUPANCY

PROPERTY ADDRESS 43 Villa Ave. BLOCK 1701 LOT 12

OWNER _____ PHONE NO. _____

CONTACT Century 21 Rene PHONE NO. 856-562-0008

SUMP PUMP INSPECTION REPORT		A.
1. SUMP PUMP	YES _____ NO <u>✓</u>	
2. SUMP PUMP CONNECTED TO SANITARY SEWER	YES _____ NO <u>✓</u>	
3. ROOF DRAINS CONNECTED TO SANITARY SEWER	YES _____ NO <u>✓</u>	

WATER METER INSPECTION REPORT		B.
WATER METER REPLACEMENT NEEDED	YES _____ NO <u>✓</u>	
OLD METER NO.	_____	
OLD METER READING	<u>0000</u>	
NEW METER NO.	_____	
NEW METER READING	_____	

SIDEWALK INSPECTION REPORT		C.
REPAIR/REPLACEMENT REQUIRED	YES _____ NO <u>X</u>	
PERMIT REQUIRED FOR WORK	YES _____ NO <u>X</u>	
DESCRIPTION:	_____	

COMPLIANCE WITH TOWNSHIP CODE CHAPTER 53 CERTIFICATE OF CONTINUING OCCUPANCY			
PROPERTY DOES COMPLY	A. <u>✓</u>	B. <u>✓</u>	C. <u>X</u>
PROPERTY DOES NOT COMPLY	_____	_____	_____
COMMENTS:	_____		

A., B. Scott Wilbur 5/19/09
INSPECTOR/DATE OF INSPECTION

C. [Signature] 5/19/09
INSPECTOR/DATE OF INSPECTION



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF HOUSING & COMMUNITY RESOURCES
HOUSING ASSISTANCE PROGRAMS – BURLINGTON/CAMDEN FIELD OFFICE
520 MARKET STREET, FIFTH FLOOR
CAMDEN, NEW JERSEY 08102
(856)614-3300 - PHONE
(856)614-3302 - FAX

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

NOTICE OF HOUSING ASSISTANCE PAYMENT AND FAMILY CONTRIBUTION

February 18, 2020

[REDACTED]
43 VILLA AVENUE
MOORESTOWN NJ 08057

Re: Housing Assistance Contract Number KFT234

Dear J. [REDACTED] L. [REDACTED]

The Housing Assistance Program has determined your contribution and the housing assistance payment to the property owner for the housing unit located at 43 Villa Avenue, Moorestown, NJ 08057.

Total monthly rent: \$1010.00

Amount of housing assistance the program pays to the owner: \$967.00

Amount of rent you pay to the owner: \$43.00

Additional payment to you for utilities: \$0.00

These payments are effective from March 1, 2020 and will continue until February 28, 2021 unless an adjustment is authorized by the program or the Housing Assistance Payments Contract is canceled.

If you have any questions please contact Jacqueline Smith at 856-614-3300.

Copy to:
Oaks Integrated Care, Inc.
770 Woodlane Road
Mount Holly, NJ 08060



**Council on Affordable Housing (COAH)
Supportive and Special Needs Housing Survey**

Municipality: Moorestown County: Burlington

Sponsor: Oaks Integrated Care Developer: _____

Block: 701 Lot: 30 Street Address 202 Crider Avenue

Facility Name: Supportive Housing

<p>Section 1: Type of Facility:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input checked="" type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other – Please Specify: _____ 	<p>Section 2: Sources and amount of funding committed to the project :</p> <ul style="list-style-type: none"> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____ <input type="checkbox"/> Balanced Housing – Amount \$ _____ <input type="checkbox"/> HUD – Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____ <input type="checkbox"/> Farmers Home Administration – Amount \$ _____ <input type="checkbox"/> Development fees – Amount \$ _____ <input type="checkbox"/> Bank financing – Amount \$ _____ <input type="checkbox"/> Other – Please specify: <u>NJEDA</u> <u>\$144,800</u> <input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>2</u>, including:</p> <p># of very low-income units _____</p> <p># of low-income units <u>2</u></p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: __/__/__</p> <p>Expiration Date of Controls: __/__/__</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: __/__/__</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: __/__/__</p> <p>Current License Date: __/__/__</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No; Length of commitment: 10 years</p> <p>_____</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required) 	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Population Served (describe): _____</p> <p>Mentally Ill _____</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

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

- X DDD/DMHS/DHSS waiting list
- Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

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

Certified by: Wendie MacMoran _____ 10/1/20 _____
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") entered into at Burlington, New Jersey, as of **July 16, 2007**, between **Family Service of Burlington County**, a New Jersey corporation, with an address of **770 Woodlane Road, Westampton, New Jersey 08060** (the "Mortgagor") and **Farmers & Mechanics Bank**, a Federal Savings Bank, with an address of **3 Sunset Road, Burlington, New Jersey 08016-0397** (the "Bank").

The real property which is the subject matter of this Mortgage consists of the following condominium unit(s): **202 Crider Avenue, Moorestown, New Jersey 08057** (the "Address(es)").

1. MORTGAGE, OBLIGATIONS AND FUTURE ADVANCES

1.1 Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to the Bank and its successors and assigns forever, all of Mortgagor's right, title and interest in and to the "Property" described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to the Bank and all obligations respecting that certain **Ten Year Adjustable Term Note**, dated **July 16, 2007**, by **Family Service of Burlington County** in favor of the Bank in the original principal amount of **\$144,800.00** (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

The amount of principal obligations outstanding and evidenced by the Loan Documents and secured by this Mortgage total **\$144,800.00** as of the date of this Mortgage but this Mortgage shall nevertheless secure payment and performance of all Obligations.

1.2 Security Interest in Property. As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the Uniform Commercial Code of New Jersey (the "Uniform Commercial Code") as to any and all personal property and fixtures and as to all such property the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder. This Mortgage constitutes a financing statement filed as a fixture filing under Section 9-502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

1.3 Collateral Assignment of Leases and Rents. The Mortgagor hereby irrevocably and unconditionally assigns to the Bank, and its successors and assigns, as collateral security for the Obligations all of the Mortgagor's rights and benefits under any and all Leases (as hereinafter defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but the Mortgagor shall have a license, revocable by the Bank, to continue to collect rents owing under the Leases until an Event of Default (as hereinafter defined) occurs and the Bank exercises its rights and remedies to collect such rents as set forth herein.

1.4 Conditions to Grant. The Bank shall have and hold the above granted Property unto and to the use and benefit of the Bank, and its successors and assigns, forever; provided, however, the conveyances, grants and assignments contained in this Mortgage are upon the express condition that, if Mortgagor shall irrevocably pay and perform the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents and this Mortgage, shall pay and perform all other Obligations as set forth in this Mortgage and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents, the conveyances, grants and assignments contained in this Mortgage shall be appropriately released and discharged.

1.5 Property. The term "Property", as used in this Mortgage, shall mean the Unit(s), as more particularly described in Exhibit A attached hereto, together with: (i) all right, title and interest now or hereafter existing, belonging or pertaining thereto; (ii) the following categories of assets as defined in the Uniform Commercial Code: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined, (iv) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof, together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor of any kind arising thereunder (the "Leases"); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.

1.6 Obligations. The term "Obligation(s)," as used in this Mortgage, shall mean without limitation all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, now or hereafter owing by the Mortgagor to the Bank at any time, of each and every kind, nature and description, whether arising under this Mortgage or otherwise, and whether secured or

unsecured, direct or indirect (that is, whether the same are due directly by the Mortgagor to the Bank; or are due indirectly by the Mortgagor to the Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to the Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of all amounts outstanding when due pursuant to the terms of any of the Loan Documents. Said term shall also include all interest and other charges chargeable to the Mortgagor or due from the Mortgagor to the Bank from time to time and all advances, costs and expenses referred to in this Mortgage, including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of the Bank's rights hereunder or pursuant to any document or instrument executed in connection herewith.

1.7 Cross-Collateral and Future Advances. It is the express intention of the Mortgagor that this Mortgage secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by the Bank or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Mortgage. Notice of the continuing grant of this Mortgage shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

2. REPRESENTATIONS, WARRANTIES, COVENANTS

2.1 Representations and Warranties. The Mortgagor represents and warrants that: (a) the Mortgagor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit C hereto (the "Permitted Encumbrances"); (b) the Mortgagor is the sole legal owner of the entire lessor's interest in the Leases and the Mortgagor has not executed any other assignment of the Leases or any of the rights or rents arising thereunder; and (c) as of the date hereof, there are no Hazardous Substances (as hereinafter defined) in, on or under the Property, except as disclosed in writing to and acknowledged by the Bank.

2.2 Restrictions on the Mortgagor. The Mortgagor covenants that it will not, directly or indirectly, without the prior written approval of the Bank in each instance: (a) sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Mortgagor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Mortgage; (b) permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule ("Hazardous Substances"); or (c) permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances).

2.3 Operation of Property. The Mortgagor covenants and agrees as follows:

- (a) The Mortgagor will not permit the Property to be used for any unlawful or improper purpose;
- (b) The Mortgagor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law or which the Bank may require, provided that, in any case, the Mortgagor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by the Bank; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as the Bank may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located, be otherwise acceptable to the Bank, provide deductible amounts acceptable to the Bank, name the Bank as a mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least Thirty (30) days prior written notice to the Bank;
- (c) Mortgagor will not enter into or modify the Leases in any material respect without the prior written consent of the Bank, execute any assignment of the Leases except in favor of the Bank, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases; and
- (d) Mortgagor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof.

2.4 Payments. The Mortgagor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by the Bank, the Mortgagor shall deposit from time to time with the Bank sums determined by the Bank to be sufficient to pay when due the amounts referred to in this Section. The Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at the Bank's request, provides the Bank with adequate cash security, in the Bank's reasonable judgment, against the enforcement thereof. The Mortgagor shall furnish to the Bank the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Mortgagor shall also furnish to the Bank evidence of all other payments referred to above within fifteen (15) days after written request therefor by the Bank. If Mortgagor shall fail to pay such sums, the Bank may, but shall not be obligated to, advance such sums. Any sums so advanced by the Bank shall be added to the

Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Mortgage.

2.5 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, the Mortgagor shall immediately give written notice to the Bank, describing the nature and extent thereof. The Bank may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Mortgagor shall immediately give to the Bank copies of all notices, pleadings, determinations and other papers relating thereto. The Mortgagor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Mortgagor shall not settle any such claim without the Bank's prior written consent. The Mortgagor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for the Bank and immediately pay the same to the Bank. The Mortgagor authorizes any award or settlement due in connection with a Taking to be paid directly to the Bank in amounts not exceeding the Obligations. The Bank may apply such amounts to the Obligations in such order as the Bank may determine.

2.6 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to the Bank and, at the option of the Bank, be applied to the Obligations in such order as the Bank may determine; provided, however, that if the Bank shall require repair of the Property, the Bank may release all or any portion of such proceeds to the Mortgagor for such purpose. Any insurance proceeds paid to the Mortgagor shall be held in trust for the Bank and promptly paid to it.

3. DEFAULTS AND REMEDIES

3.1 Events of Default. Event of Default shall mean the occurrence of any one or more of the following events: (a) default of any liability, obligation, covenant or undertaking of the Mortgagor or any guarantor of the Obligations to the Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Mortgagor or any guarantor of the Obligations under any other Loan Document or any other agreement with the Bank; (b) failure by the Mortgagor to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Mortgage; (c) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property; (d) failure of the Mortgagor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the Bank; (e) default of any material liability, obligation or undertaking of the Mortgagor or any guarantor of the Obligations to any other party; (f) if any statement, representation or warranty heretofore, now or hereafter made by the Mortgagor or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Mortgagor or any guarantor of the Obligations shall be determined by the Bank to have been false or misleading in any material respect when made; (g) if the Mortgagor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (h) the death of the Mortgagor or any guarantor of the Obligations and, if the Mortgagor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member; (i) the institution by or against the Mortgagor or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Mortgagor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Mortgagor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Mortgagor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors; (j) the service upon the Bank of a writ in which the Bank is named as trustee of the Mortgagor or any guarantor of the Obligations; (k) a judgment or judgments for the payment of money shall be rendered against the Mortgagor or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (l) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Mortgagor or any guarantor of the Obligations; (m) the termination or revocation of any guaranty of the Obligations; or (n) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Mortgagor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Mortgagor or any guarantor of the Obligations to the Bank has been or may be impaired.

3.2 Remedies. On the occurrence of any Event of Default the Bank may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

- (a) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Mortgagor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an event of default has occurred hereunder;
- (b) Enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Mortgagor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by the Bank upon the Property for any reason shall not cause the Bank to be a mortgagee in possession, except upon the express written declaration of the Bank;
- (c) With or without taking possession, receive and collect all rents, income, issues and profits ("Rents") from the Property (including all real estate and personal property and whether past due or thereafter accruing), including as may arise under

the Leases, and the Mortgagor appoints the Bank as its true and lawful attorney with the power for the Bank in its own name and capacity to demand and collect Rents and take any action that the Mortgagor is authorized to take under the Leases. The Bank shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as the Bank determines, or in accordance with any applicable statute, and the Mortgagor agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. The Bank shall be liable to account only for such Rents actually received by the Bank. Lessees under the Leases are hereby authorized and directed, following notice from the Bank, to pay all amounts due the Mortgagor under the Leases to the Bank, whereupon such lessees shall be relieved of any and all duty and obligation to the Mortgagor with respect to such payments so made;

- (d) In addition to any other remedies, to sell the Property or any part thereof or interest therein pursuant to exercise of its power of sale or otherwise at public auction on terms and conditions as the Bank may determine, or otherwise foreclose this Mortgage in any manner permitted by law, and upon such sale the Mortgagor shall execute and deliver such instruments as the Bank may request in order to convey and transfer all of the Mortgagor's interest in the Property, and the same shall operate to divest all rights, title and interest of the Mortgagor in and to the Property. In the event this Mortgage shall include more than one parcel of property or subdivision (each hereinafter called a "portion"), the Bank shall, in its sole and exclusive discretion and to the extent permitted by applicable law, be empowered to foreclose upon any such portion without impairing its right to foreclose subsequently upon any other portion or the entirety of the Property from time to time thereafter. In addition, the Bank may in its sole and exclusive discretion subordinate this Mortgage to one or more Leases for the sole purpose of preserving any such Lease in the event of a foreclosure;
- (e) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Mortgagor shall provide the Bank or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Mortgagor from any responsibility therefor or given the Bank "control" over the Property or cause the Bank to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and
- (f) Take such other actions or proceedings as the Bank deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Mortgagor hereby waives any right to object to such appointment) and exercise of any of the Bank's remedies provided herein or in any other document evidencing, securing or relating to any of the Obligations or available to a secured party under the Uniform Commercial Code or under other applicable law.

In addition, the Bank shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Mortgagor agrees and acknowledges that the acceptance by the Bank of any payments from either the Mortgagor or any guarantor after the occurrence of any Event of Default, the exercise by the Bank of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Bank's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Bank. The Mortgagor agrees and acknowledges that the Bank, by making payments or incurring costs described herein, shall be subrogated to any right of the Mortgagor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Mortgagor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

3.3 Advances. If the Mortgagor fails to pay or perform any of its obligations respecting the Property, the Bank may in its sole discretion do so without waiving or releasing Mortgagor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by the Bank hereunder shall be, until reimbursed by the Mortgagor, part of the Obligations and secured by this Mortgage, and shall be due and payable to the Bank, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.

3.4 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights the Bank might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Mortgagor further agrees that the Bank may exercise any or all of its rights or remedies set forth herein without having to pay the Mortgagor any sums for use or occupancy of the Property.

3.5 Mortgagor's Waiver of Certain Rights. To the extent permitted by applicable law, the Mortgagor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

4. MISCELLANEOUS

4.1 Costs and Expenses. To the extent permitted by applicable law, the Mortgagor shall pay to the Bank, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Bank in connection with the Bank's interpretation, recordation of this Mortgage, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Mortgage and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Mortgagor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Mortgagor hereunder shall be, until paid, part of the Obligations and secured by this Mortgage, and the Bank shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Mortgagor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.

4.2 Waivers. The Mortgagor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of the Bank in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "the Bank's rights and remedies") hereunder shall constitute a waiver thereof; and no waiver by the Bank of any default of the Mortgagor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of the Bank, which consent makes explicit reference to this Mortgage. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between the Bank and the Mortgagor at any time (whether before, during or after the effective date or term of this Mortgage) shall be construed as a waiver, modification or limitation of any of the Bank's rights and remedies under this Mortgage (nor shall anything in this Mortgage be construed as a waiver, modification or limitation of any of the Bank's rights and remedies under any such other agreement or transaction) but all the Bank's rights and remedies not only under the provisions of this Mortgage but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by the Bank at such time or times and in such order of preference as the Bank in its sole discretion may determine.

4.3 Waiver of Homestead. To the maximum extent permitted under applicable law, the Mortgagor hereby waives and terminates any homestead rights and/or exemptions respecting the Property under the provisions of any applicable homestead laws, including, without limitation, N.J.S.A.54:4-8.57.

4.4 Joint and Several. If there is more than one Mortgagor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Mortgage and the term "Mortgagor" shall include each as well as all of them.

4.5 Severability. If any provision of this Mortgage or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Mortgage (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

4.6 Complete Agreement. This Mortgage and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

4.7 Binding Effect of Agreement. This Mortgage shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Bank shall be entitled to rely thereon) until all Obligations are fully and indefeasibly paid. The Bank may transfer and assign this Mortgage and deliver any collateral to the assignee, who shall thereupon have all of the rights of the Bank; and the Bank shall then be relieved and discharged of any responsibility or liability with respect to this Mortgage and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Mortgage or the other Loan Documents.

4.8 Notices. Any notices under or pursuant to this Mortgage shall be deemed duly received and effective if delivered in hand to any officer or agent of the Mortgagor or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Mortgagor or Bank at the address set forth in this Mortgage or as any party may from time to time designate by written notice to the other party.

4.9 Governing Law. This Mortgage shall be governed by New Jersey.

4.10 **JURY WAIVER.** THE MORTGAGOR AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS MORTGAGE, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND (B) AGREE NOT TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. THE MORTGAGOR CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

4.11 **COPY OF MORTGAGE.** MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS RECEIVED A COPY OF THIS MORTGAGE AT NO ADDITIONAL COST.

EXECUTED under seal as of the date first above written.

Witness:

Mortgagor:

Handwritten signature of Kelly Ann Devry

Family Service of Burlington County

By: *Handwritten signature of Qindi Shi*
Qindi Shi, Executive VP/CFO

STATE OF NEW JERSEY

:
SS.
:

COUNTY OF BURLINGTON

On this, the 16 day of July, 2007, before me, a Notary Public, personally appeared **Qindi Shi**, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who acknowledged himself/herself to be the **Executive VP/CFO of Family Service of Burlington County**, a **New Jersey** corporation, and that he/she as such **Executive VP/CFO**, being authorized to do so, executed the foregoing instrument on behalf of **Family Service of Burlington County** as the act of **Family Service of Burlington County**.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Handwritten signature of Regina M. Farrell

NOTARY PUBLIC

MY COMMISSION EXPIRES:

REGINA M. FARRELL
Notary Public of New Jersey
My Commission Expires
July 10, 2011

EXHIBIT "A"	
<u>Property Description</u>	

Contract Number _____

This SRAP: Housing Assistance Contract ("Contract") is entered into between the NJ Department of Community Affairs, Division of Housing and Family Service of Burlington County

The purpose of this contract is to provide housing assistance payments on behalf of eligible Families (families) leasing decent, safe, and sanitary facilities from the owner. The DCA will make housing assistance payments to the Owner on behalf of the Households in accordance with this Contract.

Contract Unit, Household and Lease.

A). This Contract applies only to dwelling units ("Contract units") designated in this section

Contract units: *(Address of Contract units, including apartment numbers, if any, City, State and Zip Code)*

202 Crider Avenue, A & B 2br., Moorestown, NJ 08057

45 Easer Road, A & B 2br., Moorestown, NJ 08057

Effective Date, Term and Contents of Contract

The following paragraphs A. and B. are applicable if the contract units are not to be completed and accepted in stages.

(Effective date of contract) The effective date of this contract is 6/1/2018 (This date shall be no earlier than the date of the PHA inspection and acceptance of the unit and related facilities.)

Term of Contract. The term of this contract begins on the effective date of the Contract, and ends on 5/31/2028. (insert a date which is no later than 10 years.)

The following paragraphs A.B. are applicable if the contract units are to be completed and accepted in stages.

- A. **Effective Date Of Contract.** The effective date of the contract for each stage is outlined on the attached exhibit and must be signed no earlier than the date of the PHA inspection and acceptance of the unit and related facilities in that stage. [for each stage, insert the effective date for the stage.
- B. **Term of contract.** The term of this contract for each stage is 10 years beginning on the effective date of the contract for that stage. The last day of the contract term for each stage is to be no later than 10 years.

B). The Owner shall lease the Contract unit to the Household. The Lease to be executed by the Household and the Owner for the Contract unit has been approved by the DCA, and shall be executed in the form approved. The Lease shall contain all provisions required by DCA, and shall not contain any provisions prohibited by DCA. (No changes shall be made in the Lease unless the changes have been approved in writing by DCA).

C). The amount of the monthly rent payable by the Household to the Owner is determined by the provisions of the Housing Assistance Payments contract between the Owner and the DCA. The amount of the monthly rent under the Lease may not be increased during the first year of the term of such Lease. **The Contract may provide for increase in such monthly rent after the first year of the term, if the Owner gives at least sixty days written notice to DCA. The notice shall state both the new rental amount and, and the date from which the increased rent is payable.**

Term of Contract.

The term of this Contract shall be for 120 consecutive months beginning on 6/1/2018, and shall end on the last day of 5/31/2028. This Contract shall end in any event if the DCA determines, that available funding is insufficient to support continued assistance.

Housing Assistant Payment.

A). Each month the DCA shall make a housing assistance payment to the Owner on behalf of the Household. The monthly assistance payment by the DCA shall be credited by the Owner toward the monthly rent payable by the Household to the Owner under the Lease. If the housing assistance payment for a month is less than the full amount of the monthly rent, the Household shall be responsible for the payment of the balance.

The amount of the monthly assistance payment to the Owner shall in no event be more than the amount of the monthly rent (and the owner shall immediately return excess payment to DCA).

B). The amount of the housing assistance payment by the DCA to the owner is subject to change, and shall be determined by the DCA in accordance with SRAP regulations and other requirements, Initially and until such change the amount of the housing assistance payment shall be \$ TBD per month. The DCA has no duty to pay the owner any balance of the monthly rent in excess of the housing assistance payment. The obligation of the DCA is limited to making housing assistance payments on behalf of the Household in accordance with this Contract. If 180 days has passed since the date of the last housing payment, this Contract shall terminate automatically.

C). DCA cannot assist a household in this project if the household is awarded a Housing Choice Voucher. DCA will continue to make payments for a period not to exceed 120 days from the month in which the family receives the Housing Choice Voucher.

D) DCA may terminate housing assistance payments under this contract because of action or inaction by the Household, in the following cases:

- (1). If the Household has committed any fraud in connection with any Federal housing assistance program.
- (2). If the Household has violated any of the Household's obligations under the SRAP Program, **or**
- (3). If the Household has breached an agreement with DCA.

D). The DCA shall notify the Owner in writing of a decision to terminate housing assistance payments under section 3 (C) and that housing assistance payments under this Contract shall terminate at the end of the calendar month which follows the calendar month in which the DCA gives such notice to the Owner.

Maintenance, Operation and inspection.

(A). The Owner agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with Housing Quality Standards per SRAP Rules and agrees to provide all the services, maintenance and utilities as agreed to in the Lease. The DCA shall not make any housing assistance payment for the Contract unit if the unit does not meet the Housing Quality Standards unless the Owner promptly corrects the defect and the DCA verifies the correction.

(B). The DCA shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as the DCA determines necessary, to assure that the unit is decent, safe and sanitary condition, and that the Owner is providing all the services, maintenance and utilities agreed to under the lease.

(C). If the DCA determines that the Contract unit does not meet the space requirements of the SRAP Housing Quality Standards because of an increase in Household size or a change in Household composition, the DCA may terminate the subsidy upon notice to the Owner.

(D). Maintenance and replacement (including redecoration) shall be in accordance with the standard practice for the building concerned as established by the Owner.

Monthly Payment to Owner.

(A). The Owner shall be paid under this Contract on or about the first day of the month for which payment is due. The Owner agrees that the endorsement on the check:

(1). Shall be conclusive evidence that the Owner has received the full amount of the housing assistance payment for the month, and

(2). Shall be a certification by the Owner that:

(i). The Contract unit is decent, safe and sanitary in accordance with the SRAP Housing Quality Standards, and the Owner is providing all the services, maintenance and utilities as agreed to in the lease.

(ii). The Contract unit is leased to the Household named in section 1 (A). and the Lease is in accordance with section 1(B).

(iii). The amount of the monthly housing assistance payment to the Owner is not more than the amount of the monthly rent payable by the Household to the Owner under the Lease.

(iv). The Household and the DCA do not own, or have any interest in the Contract unit.

(v). Except for the housing assistance payment under this Contract, the Owner has not received and will not receive any of the following with respect to the contract unit during the term of the Contract: section 8 or section 23 housing assistance, section 101 rent supplements, section 236 rental assistance payments or other duplicative Federal, State or local housing subsidy as determined by DCA.

(vi). To the best of the Owner's knowledge, the members of the Household occupy the Contract unit, and the unit is used solely for residence by the Household, and as the Household's principal place of residence.

(B). If the DCA determines that the Owner is not entitled to the payment or any part of it, the DCA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner (including amounts due under any other housing assistance payments contract or housing voucher contract).

Security Deposits for Unpaid Rent and Damages.

(A). The Owner shall comply with State law regarding security deposits from a Household, and shall not collect a security deposit which is more than the amount permitted by State law.

(B). The owner must follow the provisions set forth under the "Security Deposit Law" (NJSA 46:8 - 19 et. Seq.

No payment After Household Moves.

Housing assistance payments shall be made by the DCA to the Owner under this Contract only for the period during which the Contract unit is leased and occupied by the Household. If the Household moves out, the Owner shall promptly notify the DCA, and the DCA shall make no additional housing assistance payments to the Owner for any month after the month in which the Household moves. The Owner may retain the housing assistance payment for the month in which the Household moves.

Termination of the Contract

This contract may be terminated upon at least 30 days written notice to the OWNER by the PHA if the PHA determines that the contract units were not selected in accordance with the PHA approved written selection policy or that the contract units were not eligible for selection in conformity with DCA policies.

Termination of Tenancy.

(A). The Owner shall not terminate the tenancy of the Household except for:

(1). Serious or repeated violation of the terms and conditions of the Lease;

(2). Violation of Federal, State or local law which imposes obligations on the Household in connection with occupancy and use of the dwelling unit and surrounding premises; or

(3). Other good causes.

(B). The Owner may evict the Household from the Contract unit only by instituting a court action. The Owner must notify the DCA in writing of the commencement of procedures for termination of tenancy, at the same time that the Owner gives notice to the Household under State or local law. The notice to the DCA may be given by furnishing to the DCA a copy of the notice to the Household.

Nondiscrimination In Housing.

(A). The Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex, handicap or national origin. Unwed parents, households with children born out of wedlock.

Rights of DCA if Owner Breaches the Contract.

(A). Any of the following shall constitute a breach of this Contract:

(1). If the Owner has violated any obligation under this contract

(2). If the Owner has committed any fraud or made any false statement to the DCA in connection with this Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

(B). If the DCA determines that a breach has occurred, the DCA may exercise any of its rights or remedies under this Contract. The DCA shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by the DCA to the Owner may require the Owner to take corrective action (as verified by the DCA) by a time prescribed in the notice. The DCA rights and remedies under this Contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of this Contract.

(C). Any termination or reduction of housing assistance payments, or termination of this Contract by the DCA in accordance with this Contract, shall take effect in accordance with a written notice by the DCA to the Owner.

(D). The DCA's exercise or non-exercise of any remedy for Owner breach of this Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

DCA Relation to Third Parties

(A). The DCA does not assume any responsibility for injury to, or any liability to, and person injured as a result of the Owner's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner.

(B). The Owner is not the agent of the DCA, and this Contract does not create or affect any relationship between the DCA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Contract.

(C). Nothing in this Contract shall be construed as creating any right of the Household or other third party to enforce any provision of this Contract, or to assert any claim against DCA or the Owner under this Contract.

Conflict of Interest.

No present or former member or officer of the DCA no employee of the DCA who formulates policy or influences decisions with respect to the SRAP Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the SRAP Program shall have any direct or indirect interest, during this person's tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

Transfer of the Contract.

The Owner has not made and will not make any transfer in any form of his Contract without the prior written consent of the DCA. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section. The DCA shall give its consent to a transfer of this Contract if the transferee agrees in writing (in a form acceptable to the DCA) to comply with all the terms and conditions of this Contract. The transferee shall give the DCA a copy of the executed agreement.

Conditions for Housing Assistance Payments.

The right of the Owner to receive housing assistance payments under this Contract shall be subject to compliance with all the provisions of this Contract.

Entire Agreement; Interpretation.

(A). This Contract contains the entire agreement **including exhibits** between the Owner and the DCA. No changes in this Contract shall be made except in writing signed by both the Owner and the DCA.

Warranty of Legal Capacity And Condition of Unit.

(A). The Owner warrants (1) that the Contract unit is in decent, safe, and sanitary condition as defined by SRAP rules, and (2) that the Owner has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

(B). The party, if any, executing this Contract on behalf of the Owner hereby warrants that authorization has been given by the Owner to execute it on behalf of the Owner.

Signatures: _____

Housing Agency

DCA _____ Owner Oaks Integrated Corp
 BY _____ BY Doug Hol
 _____ CEO

 (Official Title) (Official Title)

MAIL TO: **NAME** _____ **PAYMENTS**
ADDRESS _____
CITY/STATE _____
FEDERAL ID# or Social Security No. _____
DATE _____ **DATE** _____

**TOWNSHIP OF MOORESTOWN DEPARTMENT OF PUBLIC WORKS
CERTIFICATE OF CONTINUING OCCUPANCY**

C3014

PROPERTY ADDRESS 202 CRIDER AVE. BLOCK 701 LOT 30

OWNER STONE PHONE NO. 609-929-3759

CONTACT _____ PHONE NO. _____

SUMP PUMP INSPECTION REPORT		A.
1. SUMP PUMP	YES _____ NO <u>X</u>	
2. SUMP PUMP CONNECTED TO SANITARY SEWER	YES _____ NO <u>X</u>	
3. ROOF DRAINS CONNECTED TO SANITARY SEWER	YES _____ NO <u>X</u>	

WATER METER INSPECTION REPORT		B.
WATER METER REPLACEMENT NEEDED	YES _____ NO <u>X</u>	
OLD METER NO.	_____	
OLD METER READING	<u>1058</u>	
NEW METER NO.	_____	
NEW METER READING	_____	

SIDEWALK INSPECTION REPORT		C.
REPAIR/REPLACEMENT REQUIRED	YES _____ NO <u>X</u>	
PERMIT REQUIRED FOR WORK	YES _____ NO _____	
DESCRIPTION:	_____	

COMPLIANCE WITH TOWNSHIP CODE CHAPTER 53 CERTIFICATE OF CONTINUING OCCUPANCY			
PROPERTY DOES COMPLY	A. <u>X</u>	B. <u>X</u>	C. <u>X</u>
PROPERTY DOES NOT COMPLY	_____	_____	_____
COMMENTS:	_____		

A., B.

J. King 7-13-07
INSPECTOR/DATE OF INSPECTION

[Signature] 7/12/07
INSPECTOR/DATE OF INSPECTION

**Council on Affordable Housing (COAH)
Supportive and Special Needs Housing Survey**

Municipality: Moorestown County: Burlington

Sponsor: Oaks Integrated Care Developer: _____

Block: 1701 Lot: 12 Street Address 45 Eraser road

Facility Name: Supportive Housing

<p>Section 1: Type of Facility:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input checked="" type="checkbox"/> XPermanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other – Please Specify: _____ 	<p>Section 2: Sources and amount of funding committed to the project :</p> <ul style="list-style-type: none"> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____ <input type="checkbox"/> Balanced Housing – Amount \$ _____ <input type="checkbox"/> HUD – Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____ <input type="checkbox"/> Farmers Home Administration – Amount \$ _____ <input type="checkbox"/> Development fees – Amount \$ _____ <input type="checkbox"/> Bank financing – Amount \$ _____ <input type="checkbox"/> Other – Please specify: <u>NJEDA</u> \$209,000 _____ <p><input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for: 2</p> <p>Very low-income clients/households _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>2</u>, including:</p> <p style="padding-left: 20px;"># of very low-income units <u>2</u></p> <p style="padding-left: 20px;"># of low-income units _____</p> <p style="padding-left: 20px;"># of moderate-income units _____</p> <p style="padding-left: 20px;"># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: <u>10</u> years</p> <p>Effective Date of Controls: 06__/01__/2018__</p> <p>Expiration Date of Controls: 05__/31__/2028__</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input checked="" type="checkbox"/> CO Date: <u>09</u>/<u>25</u>/<u>2007</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> XDCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: __/__/__</p> <p>Current License Date: __/__/__</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No; Length of commitment: 10 years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required) 	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Population Served (describe): _____</p> <p>Mentally Ill _____</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

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

- XDDD/DMHS/DHSS waiting list
- Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

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

Certified by: Wendie MacMoran _____ 10/1/20 _____
Project Administrator Date

Certified by: _____ _____
Municipal Housing Liaison Date

COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") entered into at Philadelphia, Pennsylvania, as of **September 26, 2007**, between **Family Service of Burlington County**, a **New Jersey** corporation, with an address of **770 Woodlane Road, Westampton, New Jersey 08060** (the "Mortgagor") and Beneficial Bank, a Federal Savings Bank, with an address of 530 Walnut Street, Philadelphia, Pennsylvania 19106 (the "Bank").

The real property which is the subject matter of this Mortgage consists of the following condominium unit(s): **45 Eraser Road, Moorestown, New Jersey 08057** (the "Address(es)").

1. MORTGAGE, OBLIGATIONS AND FUTURE ADVANCES

1.1 Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to the Bank and its successors and assigns forever, all of Mortgagor's right, title and interest in and to the "Property" described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to the Bank and all obligations respecting that certain **Ten Year Adjustable Term Note**, dated **September 26, 2007**, by **Family Service of Burlington County** in favor of the Bank in the original principal amount of **\$156,000.00** (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

The amount of principal obligations outstanding and evidenced by the Loan Documents and secured by this Mortgage total **\$156,000.00** as of the date of this Mortgage but this Mortgage shall nevertheless secure payment and performance of all Obligations.

1.2 Security Interest in Property. As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the Uniform Commercial Code of New Jersey (the "Uniform Commercial Code") as to any and all personal property and fixtures and as to all such property the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder. This Mortgage constitutes a financing statement filed as a fixture filing under Section 9-502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

1.3 Collateral Assignment of Leases and Rents. The Mortgagor hereby irrevocably and unconditionally assigns to the Bank, and its successors and assigns, as collateral security for the Obligations all of the Mortgagor's rights and benefits under any and all Leases (as hereinafter defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but the Mortgagor shall have a license, revocable by the Bank, to continue to collect rents owing under the Leases until an Event of Default (as hereinafter defined) occurs and the Bank exercises its rights and remedies to collect such rents as set forth herein.

1.4 Conditions to Grant. The Bank shall have and hold the above granted Property unto and to the use and benefit of the Bank, and its successors and assigns, forever; provided, however, the conveyances, grants and assignments contained in this Mortgage are upon the express condition that, if Mortgagor shall irrevocably pay and perform the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents and this Mortgage, shall pay and perform all other Obligations as set forth in this Mortgage and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents, the conveyances, grants and assignments contained in this Mortgage shall be appropriately released and discharged.

1.5 Property. The term "Property", as used in this Mortgage, shall mean the Unit(s), as more particularly described in Exhibit A attached hereto, together with: (i) all right, title and interest now or hereafter existing, belonging or pertaining thereto; (ii) the following categories of assets as defined in the Uniform Commercial Code: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined, (iv) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof, together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor of any kind arising thereunder (the "Leases"); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.

1.6 Obligations. The term "Obligation(s)," as used in this Mortgage, shall mean without limitation all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, now or hereafter owing by the Mortgagor to the Bank at any

time, of each and every kind, nature and description, whether arising under this Mortgage or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Mortgagor to the Bank; or are due indirectly by the Mortgagor to the Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to the Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of all amounts outstanding when due pursuant to the terms of any of the Loan Documents. Said term shall also include all interest and other charges chargeable to the Mortgagor or due from the Mortgagor to the Bank from time to time and all advances, costs and expenses referred to in this Mortgage, including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of the Bank's rights hereunder or pursuant to any document or instrument executed in connection herewith.

1.7 Cross-Collateral and Future Advances. It is the express intention of the Mortgagor that this Mortgage secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by the Bank or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Mortgage. Notice of the continuing grant of this Mortgage shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

2. REPRESENTATIONS, WARRANTIES, COVENANTS

2.1 Representations and Warranties. The Mortgagor represents and warrants that: (a) the Mortgagor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit C hereto (the "Permitted Encumbrances"); (b) the Mortgagor is the sole legal owner of the entire lessor's interest in the Leases and the Mortgagor has not executed any other assignment of the Leases or any of the rights or rents arising thereunder; and (c) as of the date hereof, there are no Hazardous Substances (as hereinafter defined) in, on or under the Property, except as disclosed in writing to and acknowledged by the Bank.

2.2 Restrictions on the Mortgagor. The Mortgagor covenants that it will not, directly or indirectly, without the prior written approval of the Bank in each instance: (a) sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Mortgagor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Mortgage; (b) permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule ("Hazardous Substances"); or (c) permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances).

2.3 Operation of Property. The Mortgagor covenants and agrees as follows:

- (a) The Mortgagor will not permit the Property to be used for any unlawful or improper purpose;
- (b) The Mortgagor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law or which the Bank may require, provided that, in any case, the Mortgagor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by the Bank; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as the Bank may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located,, be otherwise acceptable to the Bank,, provide deductible amounts acceptable to the Bank, name the Bank as a mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least Thirty (30) days prior written notice to the Bank;
- (c) Mortgagor will not enter into or modify the Leases in any material respect without the prior written consent of the Bank, execute any assignment of the Leases except in favor of the Bank, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases; and
- (d) Mortgagor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof.

2.4 Payments. The Mortgagor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by the Bank, the Mortgagor shall deposit from time to time with the Bank sums determined by the Bank to be sufficient to pay when due the amounts referred to in this Section. The Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at the Bank's request, provides the Bank with adequate cash security, in the Bank's reasonable judgment, against the enforcement thereof. The Mortgagor shall furnish to the Bank the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date payments referred to above within fifteen (15) days after written request therefor by the Bank. If Mortgagor shall fail to pay such sums, the Bank may, but shall not be obligated to, advance such sums. Any sums so advanced by the Bank shall be added to the

Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Mortgage.

2.5 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, the Mortgagor shall immediately give written notice to the Bank, describing the nature and extent thereof. The Bank may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Mortgagor shall immediately give to the Bank copies of all notices, pleadings, determinations and other papers relating thereto. The Mortgagor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Mortgagor shall not settle any such claim without the Bank's prior written consent. The Mortgagor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for the Bank and immediately pay the same to the Bank. The Mortgagor authorizes any award or settlement due in connection with a Taking to be paid directly to the Bank in amounts not exceeding the Obligations. The Bank may apply such amounts to the Obligations in such order as the Bank may determine.

2.6 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to the Bank and, at the option of the Bank, be applied to the Obligations in such order as the Bank may determine; provided, however, that if the Bank shall require repair of the Property, the Bank may release all or any portion of such proceeds to the Mortgagor for such purpose. Any insurance proceeds paid to the Mortgagor shall be held in trust for the Bank and promptly paid to it.

3. DEFAULTS AND REMEDIES

3.1 Events of Default. Event of Default shall mean the occurrence of any one or more of the following events: (a) default of any liability, obligation, covenant or undertaking of the Mortgagor or any guarantor of the Obligations to the Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Mortgagor or any guarantor of the Obligations under any other Loan Document or any other agreement with the Bank; (b) failure by the Mortgagor to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Mortgage; (c) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property; (d) failure of the Mortgagor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the Bank; (e) default of any material liability, obligation or undertaking of the Mortgagor or any guarantor of the Obligations to any other party; (f) if any statement, representation or warranty heretofore, now or hereafter made by the Mortgagor or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Mortgagor or any guarantor of the Obligations shall be determined by the Bank to have been false or misleading in any material respect when made; (g) if the Mortgagor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (h) the death of the Mortgagor or any guarantor of the Obligations and, if the Mortgagor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member; (i) the institution by or against the Mortgagor or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Mortgagor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Mortgagor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Mortgagor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors; (j) the service upon the Bank of a writ in which the Bank is named as trustee of the Mortgagor or any guarantor of the Obligations; (k) a judgment or judgments for the payment of money shall be rendered against the Mortgagor or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (l) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Mortgagor or any guarantor of the Obligations; (m) the termination or revocation of any guaranty of the Obligations; or (n) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Mortgagor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Mortgagor or any guarantor of the Obligations to the Bank has been or may be impaired.

3.2 Remedies. On the occurrence of any Event of Default the Bank may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

- (a) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Mortgagor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an event of default has occurred hereunder;
- (b) Enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Mortgagor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by the Bank upon the Property for any reason shall not cause the Bank to be a mortgagee in possession, except upon the express written declaration of the Bank;
- (c) With or without taking possession, receive and collect all rents, income, issues and profits ("Rents") from the Property (including all real estate and personal property and whether past due or thereafter accruing), including as may arise under

the Leases, and the Mortgagor appoints the Bank as its true and lawful attorney with the power for the Bank in its own name and capacity to demand and collect Rents and take any action that the Mortgagor is authorized to take under the Leases. The Bank shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as the Bank determines, or in accordance with any applicable statute, and the Mortgagor agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. The Bank shall be liable to account only for such Rents actually received by the Bank. Lessees under the Leases are hereby authorized and directed, following notice from the Bank, to pay all amounts due the Mortgagor under the Leases to the Bank, whereupon such lessees shall be relieved of any and all duty and obligation to the Mortgagor with respect to such payments so made;

- (d) In addition to any other remedies, to sell the Property or any part thereof or interest therein pursuant to exercise of its power of sale or otherwise at public auction on terms and conditions as the Bank may determine, or otherwise foreclose this Mortgage in any manner permitted by law, and upon such sale the Mortgagor shall execute and deliver such instruments as the Bank may request in order to convey and transfer all of the Mortgagor's interest in the Property, and the same shall operate to divest all rights, title and interest of the Mortgagor in and to the Property. In the event this Mortgage shall include more than one parcel of property or subdivision (each hereinafter called a "portion"), the Bank shall, in its sole and exclusive discretion and to the extent permitted by applicable law, be empowered to foreclose upon any such portion without impairing its right to foreclose subsequently upon any other portion or the entirety of the Property from time to time thereafter. In addition, the Bank may in its sole and exclusive discretion subordinate this Mortgage to one or more Leases for the sole purpose of preserving any such Lease in the event of a foreclosure;
- (e) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Mortgagor shall provide the Bank or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Mortgagor from any responsibility therefor or given the Bank "control" over the Property or cause the Bank to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and
- (f) Take such other actions or proceedings as the Bank deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Mortgagor hereby waives any right to object to such appointment) and exercise of any of the Bank's remedies provided herein or in any other document evidencing, securing or relating to any of the Obligations or available to a secured party under the Uniform Commercial Code or under other applicable law.

In addition, the Bank shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Mortgagor agrees and acknowledges that the acceptance by the Bank of any payments from either the Mortgagor or any guarantor after the occurrence of any Event of Default, the exercise by the Bank of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Bank's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Bank. The Mortgagor agrees and acknowledges that the Bank, by making payments or incurring costs described herein, shall be subrogated to any right of the Mortgagor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Mortgagor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

3.3 Advances. If the Mortgagor fails to pay or perform any of its obligations respecting the Property, the Bank may in its sole discretion do so without waiving or releasing Mortgagor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by the Bank hereunder shall be, until reimbursed by the Mortgagor, part of the Obligations and secured by this Mortgage, and shall be due and payable to the Bank, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.

3.4 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to ~~enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case~~ whether by a receiver or otherwise) are cumulative and in addition to any rights the Bank might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Mortgagor further agrees that the Bank may exercise any or all of its rights or remedies set forth herein without having to pay the Mortgagor any sums for use or occupancy of the Property.

3.5 Mortgagor's Waiver of Certain Rights. To the extent permitted by applicable law, the Mortgagor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

4. MISCELLANEOUS

4.1 Costs and Expenses. To the extent permitted by applicable law, the Mortgagor shall pay to the Bank, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Bank in connection with the Bank's interpretation, recordation of this Mortgage, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Mortgage and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Mortgagor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Mortgagor hereunder shall be, until paid, part of the Obligations and secured by this Mortgage, and the Bank shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Mortgagor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.

4.2 Waivers. The Mortgagor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of the Bank in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "the Bank's rights and remedies") hereunder shall constitute a waiver thereof; and no waiver by the Bank of any default of the Mortgagor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of the Bank, which consent makes explicit reference to this Mortgage. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between the Bank and the Mortgagor at any time (whether before, during or after the effective date or term of this Mortgage) shall be construed as a waiver, modification or limitation of any of the Bank's rights and remedies under this Mortgage (nor shall anything in this Mortgage be construed as a waiver, modification or limitation of any of the Bank's rights and remedies under any such other agreement or transaction) but all the Bank's rights and remedies not only under the provisions of this Mortgage but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by the Bank at such time or times and in such order of preference as the Bank in its sole discretion may determine.

4.3 Waiver of Homestead. To the maximum extent permitted under applicable law, the Mortgagor hereby waives and terminates any homestead rights and/or exemptions respecting the Property under the provisions of any applicable homestead laws, including, without limitation, N.J.S.A.54:4-8.57.

4.4 Joint and Several. If there is more than one Mortgagor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Mortgage and the term "Mortgagor" shall include each as well as all of them.

4.5 Severability. If any provision of this Mortgage or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Mortgage (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

4.6 Complete Agreement. This Mortgage and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

4.7 Binding Effect of Agreement. This Mortgage shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Bank shall be entitled to rely thereon) until all Obligations are fully and indefeasibly paid. The Bank may transfer and assign this Mortgage and deliver any collateral to the assignee, who shall thereupon have all of the rights of the Bank; and the Bank shall then be relieved and discharged of any responsibility or liability with respect to this Mortgage and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Mortgage or the other Loan Documents.

4.8 Notices. Any notices under or pursuant to this Mortgage shall be deemed duly received and effective if delivered in hand to any officer or agent of the Mortgagor or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Mortgagor or Bank at the address set forth in this Mortgage or as any party may from time to time designate by written notice to the other party.

4.9 Governing Law. This Mortgage shall be governed by New Jersey.

4.10 **JURY WAIVER.** THE MORTGAGOR AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS MORTGAGE, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND (B) AGREE NOT TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. THE MORTGAGOR CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

4.11 **COPY OF MORTGAGE.** MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS RECEIVED A COPY OF THIS MORTGAGE AT NO ADDITIONAL COST.

EXECUTED under seal as of the date first above written.

Witness:

Mortgagor:

Family Service of Burlington County

Keely Ann Devney Esq

By: *Qindi Shi*
Qindi Shi, Executive VP/CFO

STATE OF NEW JERSEY

:
: SS.
:

COUNTY OF Burlington

On this, the 26 day of Sept, 2007, before me, a Notary Public, personally appeared **Qindi Shi**, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who acknowledged himself/herself to be the **Executive VP/CFO of Family Service of Burlington County**, a **New Jersey** corporation, and that he/she as such **Executive VP/CFO**, being authorized to do so, executed the foregoing instrument on behalf of **Family Service of Burlington County** as the act of **Family Service of Burlington County**.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

Regina M. Farrell
NOTARY PUBLIC
MY COMMISSION EXPIRES: 7-10-11

REGINA M. FARRELL
Notary Public of New Jersey
My Commission Expires
July 10, 2011

**TOWNSHIP OF MOORESTOWN DEPARTMENT OF PUBLIC WORKS
CERTIFICATE OF CONTINUING OCCUPANCY**

CO45

PROPERTY ADDRESS 45 ERASER RD. BLOCK 1301 LOT 11
 OWNER O'NEILL PHONE NO. 856-524-5958
 CONTACT _____ PHONE NO. _____

SUMP PUMP INSPECTION REPORT		A.
1. SUMP PUMP	YES _____ NO <u>X</u>	
2. SUMP PUMP CONNECTED TO SANITARY SEWER	YES _____ NO <u>X</u>	
3. ROOF DRAINS CONNECTED TO SANITARY SEWER	YES _____ NO <u>X</u>	

WATER METER INSPECTION REPORT		B.
WATER METER REPLACEMENT NEEDED	YES _____ NO <u>X</u>	
OLD METER NO.	_____	
OLD METER READING	<u>0477</u>	
NEW METER NO.	_____	
NEW METER READING	_____	

SIDEWALK INSPECTION REPORT		C.
REPAIR/REPLACEMENT REQUIRED	YES _____ NO <u>X</u>	
PERMIT REQUIRED FOR WORK	YES _____ NO _____	
DESCRIPTION:	_____	

COMPLIANCE WITH TOWNSHIP CODE CHAPTER 53 CERTIFICATE OF CONTINUING OCCUPANCY			
PROPERTY DOES COMPLY	A. <u>X</u>	B. <u>X</u>	C. <u>X</u>
PROPERTY DOES NOT COMPLY	_____	_____	_____
COMMENTS:	_____		

A., B.

J King 9-25-07
INSPECTOR/DATE OF INSPECTION

C. [Signature] 9/25/07
INSPECTOR/DATE OF INSPECTION

**Council on Affordable Housing (COAH)
Supportive and Special Needs Housing Survey**

Municipality: Moorestown County: Burlington

Sponsor: Oaks Integrated Care Developer: _____

Block: 1301 Lot: 11 C061 Street Address 61 Eraser Road

Facility Name: Supportive Housing

<p>Section 1: Type of Facility:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS) <input checked="" type="checkbox"/> XPermanent supportive housing <input type="checkbox"/> Supportive shared housing <input type="checkbox"/> Other – Please Specify: _____ 	<p>Section 2: Sources and amount of funding committed to the project :</p> <ul style="list-style-type: none"> <input type="checkbox"/> Capital Application Funding Unit \$ _____ <input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____ <input type="checkbox"/> Balanced Housing – Amount \$ _____ <input type="checkbox"/> HUD – Amount \$ _____ Program _____ <input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____ <input type="checkbox"/> Farmers Home Administration – Amount \$ _____ <input type="checkbox"/> Development fees – Amount \$ _____ <input type="checkbox"/> Bank financing – Amount \$ _____ <input type="checkbox"/> Other – Please specify: <u>NJEDA</u> <u>\$151,200</u> <p><input type="checkbox"/> For proposed projects, please submit a pro forma <input type="checkbox"/> Municipal resolution to commit funding, if applicable <input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
<p>Section 3: For all facilities other than permanent supportive housing:</p> <p>Total # of bedrooms reserved for:</p> <p>Very low-income clients/households <u>2</u> _____</p> <p>Low-income clients/households _____</p> <p>Moderate-income clients/households _____</p> <p>Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>2</u> _____, including:</p> <p style="padding-left: 20px;"># of very low-income units <u>2</u> _____</p> <p style="padding-left: 20px;"># of low-income units _____</p> <p style="padding-left: 20px;"># of moderate-income units _____</p> <p style="padding-left: 20px;"># of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years</p> <p>Effective Date of Controls: __/__/__</p> <p>Expiration Date of Controls: __/__/__</p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: 09__/__/11 __/__/07 __</p> <p>For licensed facilities, indicate licensing agency:</p> <p><input type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input checked="" type="checkbox"/> X DCA <input type="checkbox"/> DCF</p> <p><input type="checkbox"/> Other _____</p> <p>Initial License Date: __/__/__</p> <p>Current License Date: __/__/__</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? X__Yes ___No; Length of commitment: 10 years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? X__Yes ___No</p>	
<p>Section 8: The following verification is attached:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.) <input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required) 	
<p>Section 9:</p> <p>Residents 18 yrs or older? <u>x</u>__Yes ___No</p> <p>Population Served (describe): Mentally ill _____ _____</p> <p style="text-align: right;">Age-restricted? ___Yes X__No</p> <p style="text-align: right;">Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ___No</p>	

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

- XDDD/DMHS/DHSS waiting list
- Affirmative Marketing Plan approved by the Council's Executive Director

CERTIFICATIONS

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

Certified by: Wendie MacMoran, VP Property Management _____ 10/1/20 _____
Project Administrator Date

Certified by: _____
Municipal Housing Liaison Date

Regional Title Agent LC
 PO Box 557
 Cherry Hill, NJ 08003

RT-07-7619

COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS

This COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS (this "Mortgage") entered into at Philadelphia, Pennsylvania, as of **September 26, 2007**, between **Family Service of Burlington County**, a New Jersey corporation, with an address of **770 Woodlane Road, Westampton, New Jersey 08060** (the "Mortgagor") and Beneficial Bank, a Pennsylvania State Charter Saving Bank, with an address of 530 Walnut Street, Philadelphia, Pennsylvania 19106 (the "Bank").

The real property which is the subject matter of this Mortgage consists of the following condominium unit(s): **61 Eraser Road, Moorestown, New Jersey 08057** (the "Address(es)").

1. MORTGAGE, OBLIGATIONS AND FUTURE ADVANCES

1.1 Mortgage. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor hereby irrevocably and unconditionally mortgages, grants, bargains, transfers, sells, conveys, sets over and assigns to the Bank and its successors and assigns forever, all of Mortgagor's right, title and interest in and to the "Property" described below, to secure the prompt payment and performance of the Obligations (as hereinafter defined), including without limitation, all amounts due and owing to the Bank and all obligations respecting that certain **Five Year Adjustable Term Note**, dated **September 26, 2007**, by **Family Service of Burlington County** in favor of the Bank in the original principal amount of **\$151,200.00** (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

The amount of principal obligations outstanding and evidenced by the Loan Documents and secured by this Mortgage total **\$151,200.00** as of the date of this Mortgage but this Mortgage shall nevertheless secure payment and performance of all Obligations.

1.2 Security Interest in Property. As continuing security for the Obligations the Mortgagor hereby pledges, assigns and grants to the Bank, and its successors and assigns, a security interest in any of the Property (as hereinafter defined) constituting personal property or fixtures. This Mortgage is and shall be deemed to be a security agreement and financing statement pursuant to the terms of the Uniform Commercial Code of New Jersey (the "Uniform Commercial Code") as to any and all personal property and fixtures and as to all such property the Bank shall have the rights and remedies of a secured party under the Uniform Commercial Code in addition to its rights hereunder. This Mortgage constitutes a financing statement filed as a fixture filing under Section 9-502(c) of the Uniform Commercial Code covering any Property which now is or later may become a fixture.

1.3 Collateral Assignment of Leases and Rents. The Mortgagor hereby irrevocably and unconditionally assigns to the Bank, and its successors and assigns, as collateral security for the Obligations all of the Mortgagor's rights and benefits under any and all Leases (as hereinafter defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but the Mortgagor shall have a license, revocable by the Bank, to continue to collect rents owing under the Leases until an Event of Default (as hereinafter defined) occurs and the Bank exercises its rights and remedies to collect such rents as set forth herein.

1.4 Conditions to Grant. The Bank shall have and hold the above granted Property unto and to the use and benefit of the Bank, and its successors and assigns, forever; provided, however, the conveyances, grants and assignments contained in this Mortgage are upon the express condition that, if Mortgagor shall irrevocably pay and perform the Obligations in full, including, without limitation, all principal, interest and premium thereon and other charges, if applicable, in accordance with the terms and conditions in the Loan Documents and this Mortgage, shall pay and perform all other Obligations as set forth in this Mortgage and shall abide by and comply with each and every covenant and condition set forth herein and in the Loan Documents, the conveyances, grants and assignments contained in this Mortgage shall be appropriately released and discharged.

1.5 Property. The term "Property", as used in this Mortgage, shall mean the Unit(s), as more particularly described in Exhibit A attached hereto, together with: (i) all right, title and interest now or hereafter existing, belonging or pertaining thereto; (ii) the following categories of assets as defined in the Uniform Commercial Code: goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, general intangibles (including payment intangibles and software), supporting obligations and any and all proceeds of any thereof, whether now owned or hereafter acquired, that are located on or used in connection with, or that arise in whole or in part out of the Mortgagor's use of or business conducted on or respecting, the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined, (iv) all of the rights and benefits of the Mortgagor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof, together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Mortgagor of any kind arising thereunder (the "Leases"); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.

1.6 **Obligations.** The term "Obligation(s)," as used in this Mortgage, shall mean without limitation all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, now or hereafter owing by the Mortgagor to the Bank at any time, of each and every kind, nature and description, whether arising under this Mortgage or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Mortgagor to the Bank; or are due indirectly by the Mortgagor to the Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to the Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of all amounts outstanding when due pursuant to the terms of any of the Loan Documents. Said term shall also include all interest and other charges chargeable to the Mortgagor or due from the Mortgagor to the Bank from time to time and all advances, costs and expenses referred to in this Mortgage, including without limitation the costs and expenses (including reasonable attorney's fees) of enforcement of the Bank's rights hereunder or pursuant to any document or instrument executed in connection herewith.

1.7 **Cross-Collateral and Future Advances.** It is the express intention of the Mortgagor that this Mortgage secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by the Bank or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Mortgage. Notice of the continuing grant of this Mortgage shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

2. REPRESENTATIONS, WARRANTIES, COVENANTS

2.1 **Representations and Warranties.** The Mortgagor represents and warrants that: (a) the Mortgagor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as set forth in detail in Exhibit C hereto (the "Permitted Encumbrances"); (b) the Mortgagor is the sole legal owner of the entire lessor's interest in the Leases and the Mortgagor has not executed any other assignment of the Leases or any of the rights or rents arising thereunder; and (c) as of the date hereof, there are no Hazardous Substances (as hereinafter defined) in, on or under the Property, except as disclosed in writing to and acknowledged by the Bank.

2.2 **Restrictions on the Mortgagor.** The Mortgagor covenants that it will not, directly or indirectly, without the prior written approval of the Bank in each instance: (a) sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Mortgagor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Mortgage; (b) permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule ("Hazardous Substances"); or (c) permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances).

2.3 **Operation of Property.** The Mortgagor covenants and agrees as follows:

- (a) The Mortgagor will not permit the Property to be used for any unlawful or improper purpose;
- (b) The Mortgagor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law or which the Bank may require, provided that, in any case, the Mortgagor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by the Bank; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as the Bank may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located, be otherwise acceptable to the Bank, provide deductible amounts acceptable to the Bank, name the Bank as a mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least Thirty (30) days prior written notice to the Bank;
- (c) Mortgagor will not enter into or modify the Leases in any material respect without the prior written consent of the Bank, execute any assignment of the Leases except in favor of the Bank, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases; and
- (d) Mortgagor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof.

2.4 **Payments.** The Mortgagor covenants to pay when due: all Federal, state, municipal, real property and other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by the Bank, the Mortgagor shall deposit from time to time with the Bank sums determined by the Bank to be sufficient to pay when due the amounts referred to in this Section. The Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at the Bank's request, provides the Bank with adequate cash security, in the Bank's reasonable judgment, against the enforcement thereof. The Mortgagor shall furnish to the Bank the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Mortgagor shall also furnish to the Bank evidence of all other

payments referred to above within fifteen (15) days after written request therefor by the Bank. If Mortgagor shall fail to pay such sums, the Bank may, but shall not be obligated to, advance such sums. Any sums so advanced by the Bank shall be added to the Obligations, shall bear interest at the highest rate specified in any note evidencing the Obligations, and shall be secured by the lien of this Mortgage.

2.5 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, the Mortgagor shall immediately give written notice to the Bank, describing the nature and extent thereof. The Bank may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Mortgagor shall immediately give to the Bank copies of all notices, pleadings, determinations and other papers relating thereto. The Mortgagor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Mortgagor shall not settle any such claim without the Bank's prior written consent. The Mortgagor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for the Bank and immediately pay the same to the Bank. The Mortgagor authorizes any award or settlement due in connection with a Taking to be paid directly to the Bank in amounts not exceeding the Obligations. The Bank may apply such amounts to the Obligations in such order as the Bank may determine.

2.6 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to the Bank and, at the option of the Bank, be applied to the Obligations in such order as the Bank may determine; provided, however, that if the Bank shall require repair of the Property, the Bank may release all or any portion of such proceeds to the Mortgagor for such purpose. Any insurance proceeds paid to the Mortgagor shall be held in trust for the Bank and promptly paid to it.

3. DEFAULTS AND REMEDIES

3.1 Events of Default. Event of Default shall mean the occurrence of any one or more of the following events: (a) default of any liability, obligation, covenant or undertaking of the Mortgagor or any guarantor of the Obligations to the Bank, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Mortgagor or any guarantor of the Obligations under any other Loan Document or any other agreement with the Bank; (b) failure by the Mortgagor to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Mortgage; (c) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property; (d) failure of the Mortgagor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the Bank; (e) default of any material liability, obligation or undertaking of the Mortgagor or any guarantor of the Obligations to any other party; (f) if any statement, representation or warranty heretofore, now or hereafter made by the Mortgagor or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Mortgagor or any guarantor of the Obligations shall be determined by the Bank to have been false or misleading in any material respect when made; (g) if the Mortgagor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (h) the death of the Mortgagor or any guarantor of the Obligations and, if the Mortgagor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member; (i) the institution by or against the Mortgagor or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Mortgagor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Mortgagor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Mortgagor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors; (j) the service upon the Bank of a writ in which the Bank is named as trustee of the Mortgagor or any guarantor of the Obligations; (k) a judgment or judgments for the payment of money shall be rendered against the Mortgagor or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (l) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Mortgagor or any guarantor of the Obligations; (m) the termination or revocation of any guaranty of the Obligations; or (n) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Mortgagor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Mortgagor or any guarantor of the Obligations to the Bank has been or may be impaired.

3.2 Remedies. On the occurrence of any Event of Default the Bank may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

- (a) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Mortgagor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an event of default has occurred hereunder;
- (b) Enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Mortgagor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by the Bank upon the Property for any reason shall not cause the Bank to be a mortgagee in possession, except upon the express written declaration of the Bank;

- (c) With or without taking possession, receive and collect all rents, income, issues and profits ("Rents") from the Property (including all real estate and personal property and whether past due or thereafter accruing), including as may arise under the Leases, and the Mortgagor appoints the Bank as its true and lawful attorney with the power for the Bank in its own name and capacity to demand and collect Rents and take any action that the Mortgagor is authorized to take under the Leases. The Bank shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as the Bank determines, or in accordance with any applicable statute, and the Mortgagor agrees that exercise of such rights and disposition of such funds shall not be deemed to cure any default or constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. The Bank shall be liable to account only for such Rents actually received by the Bank. Lessees under the Leases are hereby authorized and directed, following notice from the Bank, to pay all amounts due the Mortgagor under the Leases to the Bank, whereupon such lessees shall be relieved of any and all duty and obligation to the Mortgagor with respect to such payments so made;
- (d) In addition to any other remedies, to sell the Property or any part thereof or interest therein pursuant to exercise of its power of sale or otherwise at public auction on terms and conditions as the Bank may determine, or otherwise foreclose this Mortgage in any manner permitted by law, and upon such sale the Mortgagor shall execute and deliver such instruments as the Bank may request in order to convey and transfer all of the Mortgagor's interest in the Property, and the same shall operate to divest all rights, title and interest of the Mortgagor in and to the Property. In the event this Mortgage shall include more than one parcel of property or subdivision (each hereinafter called a "portion"), the Bank shall, in its sole and exclusive discretion and to the extent permitted by applicable law, be empowered to foreclose upon any such portion without impairing its right to foreclose subsequently upon any other portion or the entirety of the Property from time to time thereafter. In addition, the Bank may in its sole and exclusive discretion subordinate this Mortgage to one or more Leases for the sole purpose of preserving any such Lease in the event of a foreclosure;
- (e) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Mortgagor shall provide the Bank or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the Mortgagor from any responsibility therefor or given the Bank "control" over the Property or cause the Bank to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and
- (f) Take such other actions or proceedings as the Bank deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Mortgagor hereby waives any right to object to such appointment) and exercise of any of the Bank's remedies provided herein or in any other document evidencing, securing or relating to any of the Obligations or available to a secured party under the Uniform Commercial Code or under other applicable law.

In addition, the Bank shall have all other remedies provided by applicable law, including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise.

The Mortgagor agrees and acknowledges that the acceptance by the Bank of any payments from either the Mortgagor or any guarantor after the occurrence of any Event of Default, the exercise by the Bank of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Bank's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Bank. The Mortgagor agrees and acknowledges that the Bank, by making payments or incurring costs described herein, shall be subrogated to any right of the Mortgagor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Mortgagor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

3.3 Advances. If the Mortgagor fails to pay or perform any of its obligations respecting the Property, the Bank may in its sole discretion do so without waiving or releasing Mortgagor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by the Bank hereunder shall be, until reimbursed by the Mortgagor, part of the Obligations and secured by this Mortgage, and shall be due and payable to the Bank, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate permitted under any of the notes evidencing the Obligations.

3.4 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights the Bank might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Mortgagor further agrees that the Bank may exercise any or all of its rights or remedies set forth herein without having to pay the Mortgagor any sums for use or occupancy of the Property.

3.5 Mortgagor's Waiver of Certain Rights. To the extent permitted by applicable law, the Mortgagor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

4. MISCELLANEOUS

- 4.1 Costs and Expenses. To the extent permitted by applicable law, the Mortgagor shall pay to the Bank, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Bank in connection with the Bank's interpretation, recordation of this Mortgage, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Mortgage and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full by the Mortgagor at the highest rate set forth in any of the notes evidencing the Obligations. Any amounts owed by the Mortgagor hereunder shall be, until paid, part of the Obligations and secured by this Mortgage, and the Bank shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Mortgagor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.
- 4.2 Waivers. The Mortgagor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of the Bank in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "the Bank's rights and remedies") hereunder shall constitute a waiver thereof; and no waiver by the Bank of any default of the Mortgagor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of the Bank, which consent makes explicit reference to this Mortgage. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between the Bank and the Mortgagor at any time (whether before, during or after the effective date or term of this Mortgage) shall be construed as a waiver, modification or limitation of any of the Bank's rights and remedies under this Mortgage (nor shall anything in this Mortgage be construed as a waiver, modification or limitation of any of the Bank's rights and remedies under any such other agreement or transaction) but all the Bank's rights and remedies not only under the provisions of this Mortgage but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by the Bank at such time or times and in such order of preference as the Bank in its sole discretion may determine.
- 4.3 Waiver of Homestead. To the maximum extent permitted under applicable law, the Mortgagor hereby waives and terminates any homestead rights and/or exemptions respecting the Property under the provisions of any applicable homestead laws, including, without limitation, N.J.S.A.54:4-8.57.
- 4.4 Joint and Several. If there is more than one Mortgagor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Mortgage and the term "Mortgagor" shall include each as well as all of them.
- 4.5 Severability. If any provision of this Mortgage or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Mortgage (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.
- 4.6 Complete Agreement. This Mortgage and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.
- 4.7 Binding Effect of Agreement. This Mortgage shall run with the land and be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Bank shall be entitled to rely thereon) until all Obligations are fully and indefeasibly paid. The Bank may transfer and assign this Mortgage and deliver any collateral to the assignee, who shall thereupon have all of the rights of the Bank; and the Bank shall then be relieved and discharged of any responsibility or liability with respect to this Mortgage and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Mortgage or the other Loan Documents.
- 4.8 Notices. Any notices under or pursuant to this Mortgage shall be deemed duly received and effective if delivered in hand to any officer or agent of the Mortgagor or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Mortgagor or Bank at the address set forth in this Mortgage or as any party may from time to time designate by written notice to the other party.
- 4.9 Governing Law. This Mortgage shall be governed by New Jersey.
- 4.10 JURY WAIVER. THE MORTGAGOR AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS MORTGAGE, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. THE MORTGAGOR CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.
- 4.11 COPY OF MORTGAGE. MORTGAGOR ACKNOWLEDGES THAT MORTGAGOR HAS RECEIVED A COPY OF THIS MORTGAGE AT NO ADDITIONAL COST.

EXECUTED under seal as of the date first above written.

Witness:

Mortgagor:

Family Service of Burlington County

[Handwritten signature]

By: *Qindi Shi*
Qindi Shi, Executive VP/CFO

STATE OF NEW JERSEY

COUNTY OF PHILADELPHIA Burlington :
: SS.

On this, the 24 day of Sept, 2007, before me, a Notary Public, personally appeared **Qindi Shi**, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, who acknowledged himself/herself to be the **Executive VP/CFO** of **Family Service of Burlington County**, a **New Jersey** corporation, and that he/she as such **Executive VP/CFO**, being authorized to do so, executed the foregoing instrument on behalf of **Family Service of Burlington County** as the act of **Family Service of Burlington County**.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

[Handwritten signature: Regina M. Farrell]
NOTARY PUBLIC
MY COMMISSION EXPIRES:

REGINA M. FARRELL
Notary Public of New Jersey
My Commission Expires
July 10, 2011

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER, dated as of **September 26, 2007**, is incorporated into and shall be deemed to amend and supplement that certain Commercial Mortgage, Security Agreement and Assignment of Leases and Rents, of even date herewith (the "Mortgage"), by **Family Service of Burlington County**, a **New Jersey** corporation, with an address of **770 Woodlane Road, Westampton, New Jersey 08060** (the "Mortgagor") in favor of Beneficial Bank (the "Bank") to secure the Obligations (as defined in the Mortgage).

The real property which is the subject matter of the Mortgage consists of the following condominium unit(s): **61 Eraser Road, Moorestown, New Jersey 08057** (the "Unit(s)"). Such real property includes an undivided interest in the Unit(s) and all rights appurtenant thereto under the Condominium Act, N.J.S.A., Section 46:8B-1, including, without limitation, an undivided interest in the common elements of the condominium project (the "Condominium Project") in which such real property is included and formed pursuant to a Master Deed of record. The real property also includes all of the Mortgagor's interest in the association of unit owners of the Condominium Project and all of the Mortgagor's right, title and interest in any property or proceeds of such association.

In addition to all of the covenants and agreements in the Mortgage, the Mortgagor and the Bank further covenant and agree as follows:

1. Condominium Obligations. Mortgagor shall perform all of Mortgagor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are (i) the Master Deed and any other document which creates the Condominium Project; (ii) the bylaws, rules and regulations of the association of unit owners of the Condominium Project; and (iii) any other equivalent documents. Mortgagor hereby agrees to pay when due all dues and assessments imposed respecting the Unit(s) pursuant to the Constituent Documents.
2. Insurance. So long as the association of unit owners respecting the Condominium Project maintains insurance respecting the Unit(s) and the common elements of the Condominium Project in compliance with the requirements in the Mortgage the Mortgagor's obligations in the Mortgage to keep the Unit(s) insured shall be satisfied; provided that the Mortgagor will nevertheless comply with all obligations in the Mortgage to furnish to the Bank evidence of such insurance.
3. Insurance and Condemnation Proceeds. In addition to the Bank's rights provided in the Mortgage regarding the proceeds of insurance or any taking of all or any part of the property covered by the Mortgage, the Mortgagor hereby assigns to the Bank all of its right, title and interest in such proceeds, to the extent such proceeds are attributable to the common elements in the Condominium Project.
4. Bank's Prior Consent. Mortgagor shall not, except after notice to Bank and with Bank's prior written consent, agree to or vote for (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is not for the express benefit of Bank; (iii) termination of professional management and assumption of self-management of the association of unit owners of the Condominium Project; or (iv) any action that would have the effect of rendering the insurance coverage on the Unit(s) or the Condominium Project unacceptable to Bank.
5. Remedies. In addition to all of its remedies and rights pursuant to the Mortgage, if the Mortgagor fails to pay any condominium dues and assessment when due, the Bank may at its option pay such amounts, which such amounts shall be added to the Obligations and until repaid to the Bank shall bear interest from the date of disbursement by the Bank at the same rate as the Obligations.

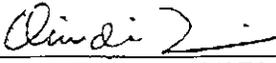
Executed under seal as of the date written above.

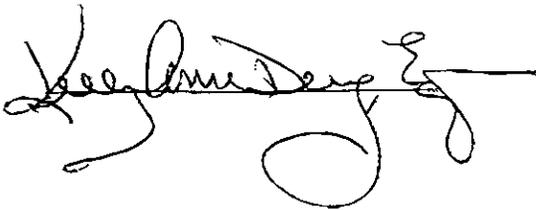
Witness:

Mortgagor:

Family Service of Burlington County

By:


Qindi Shi, Executive VP/CFO



**SRAP:
Housing Voucher Contract**

**New Jersey Department of Community Affairs
Division of Housing – SRAP**

Contract Number _____

This SRAP: Housing Assistance Contract ("Contract") is entered into between the NJ Department
Oaks Integrated Care ("Owner")

The purpose of this contract is to provide housing assistance payments on behalf of eligible Families (families) leasing decent, safe, and sanitary facilities from the owner. The DCA will make housing assistance payments to the Owner on behalf of the Households in accordance with this Contract.

Contract Unit, Household and Lease.

A). This Contract applies only to dwelling units ("Contract units") designated in this section

Contract units: *(Address of Contract units, including apartment numbers, if any, City, State and Zip Code)*

61 Eraser Road, (1-2 bedroom unit), Moorestown, NJ 08057

611 Garnet Drive, (1-1 bedroom unit), Burlington, NJ 08016

812 Henri Court, (1-1 bedroom unit), Burlington NJ 08016

200 W. Main St. #301, (1-1 bedroom Unit), Maple Shade, NJ 08077

Effective Date, Term and Contents of Contract

The following paragraphs A. and B. are applicable if the contract units are not to be completed and accepted in stages.

- A. (Effective date of contract) The effective date of this contract is 7/1/2018 (This date shall be no earlier than the date of the PHA inspection and acceptance of the unit and related facilities.)
- B. Term of Contract. The term of this contract begins on the effective date of the Contract, and ends on 6/30/2028. (insert a date which is no later than 10 years.)

The following paragraphs A.B. are applicable if the contract units are to be completed and accepted in stages.

- A. Effective Date Of Contract. The effective date of the contract for each stage is outlined on the attached exhibit and must be signed no earlier than the date of the PHA inspection and acceptance of the unit and related facilities in that stage. [for each stage, insert the effective date for the stage.
- B. B. Term of contract. The term of this contract for each stage is 10 years beginning on the effective date of the contract for that stage. The last day of the contract term for each stage is to be no later than 10 years.

B). The Owner shall lease the Contract unit to the Household. The Lease to be executed by the Household and the Owner for the Contract unit has been approved by the DCA, and shall be executed in the form approved. The Lease shall contain all provisions required by DCA, and shall not contain any provisions prohibited by DCA. (No changes shall be made in the Lease unless the changes have been approved in writing by DCA).

C). The amount of the monthly rent payable by the Household to the Owner is determined by the provisions of the Housing Assistance Payments contract between the Owner and the DCA. The amount of the monthly rent under the Lease may not be increased during the first year of the term of such Lease. **The Contract may provide for increase in such monthly rent after the first year of the term, if the Owner gives at least sixty days written notice to DCA. The notice shall state both the new rental amount and, and the date from which the increased rent is payable.**

Term of Contract.

The term of this Contract shall be for 120 consecutive months beginning on 7/1/2018, and shall end on the last day of 6/30/2028. This Contract shall end in any event if the DCA determines, that available funding is insufficient to support continued assistance.

Housing Assistant Payment.

A). Each month the DCA shall make a housing assistance payment to the Owner on behalf of the Household. The monthly assistance payment by the DCA shall be credited by the Owner toward the monthly rent payable by the Household to the Owner under the Lease. If the housing assistance payment for a month is less than the full amount of the monthly rent, the Household shall be responsible for the payment of the balance.

The amount of the monthly assistance payment to the Owner shall in no event be more than the amount of the monthly rent (and the owner shall immediately return excess payment to DCA).

B). The amount of the housing assistance payment by the DCA to the owner is subject to change, and shall be determined by the DCA in accordance with SRAP regulations and other requirements, Initially and until such change the amount of the housing assistance payment shall be \$ **TBD** per month. The DCA has no duty to pay the owner any balance of the monthly rent in excess of the housing assistance payment. The obligation of the DCA is limited to making housing assistance payments on behalf of the Household in accordance with this Contract. If 180 days has passed since the date of the last housing payment, this Contract shall terminate automatically.

C). DCA cannot assist a household in this project if the household is awarded a Housing Choice Voucher. DCA will continue to make payments for a period not to exceed 120 days from the month in which the family receives the Housing Choice Voucher.

D) DCA may terminate housing assistance payments under this contract because of action or inaction by the Household, in the following cases:

(1). If the Household has committed any fraud in connection with any Federal housing assistance program.

(2). If the Household has violated any of the Household's obligations under the SRAP Program,
or

(3). If the Household has breached an agreement with DCA.

D). The DCA shall notify the Owner in writing of a decision to terminate housing assistance payments under section 3 (C) and that housing assistance payments under this Contract shall terminate at the end of the calendar month which follows the calendar month in which the DCA gives such notice to the Owner.

Maintenance, Operation and inspection.

(A). The Owner agrees to maintain and operate the Contract unit and related facilities to provide decent, safe and sanitary housing in accordance with Housing Quality Standards per SRAP Rules and agrees to provide all the services, maintenance and utilities as agreed to in the Lease. The DCA shall not make any housing assistance payment for the Contract unit if the unit does not meet the Housing Quality Standards unless the Owner promptly corrects the defect and the DCA verifies the correction.

(B). The DCA shall have the right to inspect the Contract unit and related facilities at least annually, and at such other times as the DCA determines necessary, to assure that the unit is decent, safe and sanitary condition, and that the Owner is providing all the services, maintenance and utilities agreed to under the lease.

(C). If the DCA determines that the Contract unit does not meet the space requirements of the SRAP Housing Quality Standards because of an increase in Household size or a change in Household composition, the DCA may terminate the subsidy upon notice to the Owner.

(D). Maintenance and replacement (including redecoration) shall be in accordance with the standard practice for the building concerned as established by the Owner.

Monthly Payment to Owner.

(A). The Owner shall be paid under this Contract on or about the first day of the month for which payment is due. The Owner agrees that the endorsement on the check:

(1). Shall be conclusive evidence that the Owner has received the full amount of the housing assistance payment for the month, and

(2). Shall be a certification by the Owner that:

(i). The Contract unit is decent, safe and sanitary in accordance with the SRAP Housing Quality Standards, and the Owner is providing all the services, maintenance and utilities as agreed to in the lease.

(ii). The Contract unit is leased to the Household named in section 1 (A). and the Lease is in accordance with section 1(B).

(iii). The amount of the monthly housing assistance payment to the Owner is not more than the amount of the monthly rent payable by the Household to the Owner under the Lease.

(iv). The Household and the DCA do not own, or have any interest in the Contract unit.

(v). Except for the housing assistance payment under this Contract, the Owner has not received and will not receive any of the following with respect to the contract unit during the term of the Contract: section 8 or section 23 housing assistance, section 101 rent supplements, section 236

rental assistance payments or other duplicative Federal, State or local housing subsidy as determined by DCA.

(vi). To the best of the Owner's knowledge, the members of the Household occupy the Contract unit, and the unit is used solely for residence by the Household, and as the Household's principal place of residence.

(B). If the DCA determines that the Owner is not entitled to the payment or any part of it, the DCA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the Owner (including amounts due under any other housing assistance payments contract or housing voucher contract).

Security Deposits for Unpaid Rent and Damages.

(A). The Owner shall comply with State law regarding security deposits from a Household, and shall not collect a security deposit which is more than the amount permitted by State law.

(B). The owner must follow the provisions set forth under the "Security Deposit Law" (NJSA 46:8 - 19 et. Seq.

No payment After Household Moves.

Housing assistance payments shall be made by the DCA to the Owner under this Contract only for the period during which the Contract unit is leased and occupied by the Household. If the Household moves out, the Owner shall promptly notify the DCA, and the DCA shall make no additional housing assistance payments to the Owner for any month after the month in which the Household moves. The Owner may retain the housing assistance payment for the month in which the Household moves.

Termination of the Contract

This contract may be terminated upon at least 30 days written notice to the OWNER by the PHA if the PHA determines that the contract units were not selected in accordance with the PHA approved written selection policy or that the contract units were not eligible for selection in conformity with DCA policies.

Termination of Tenancy.

(A). The Owner shall not terminate the tenancy of the Household except for:

- (1). Serious or repeated violation of the terms and conditions of the Lease;
- (2). Violation of Federal, State or local law which imposes obligations on the Household in connection with occupancy and use of the dwelling unit and surrounding premises; or
- (3). Other good causes.

(B). The Owner may evict the Household from the Contract unit only by instituting a court action. The Owner must notify the DCA in writing of the commencement of procedures for

termination of tenancy, at the same time that the Owner gives notice to the Household under State or local law. The notice to the DCA may be given by furnishing to the DCA a copy of the notice to the Household.

Nondiscrimination In Housing.

(A). The Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the ground of age, race, color, creed, religion, sex, handicap or national origin. Unwed parents, households with children born out of wedlock.

Rights of DCA if Owner Breaches the Contract.

(A). Any of the following shall constitute a breach of this Contract:

(1). If the Owner has violated any obligation under this contract

(2). If the Owner has committed any fraud or made any false statement to the DCA in connection with this Contract, or has committed fraud or made any false statement in connection with any Federal housing assistance program.

(B). If the DCA determines that a breach has occurred, the DCA may exercise any of its rights or remedies under this Contract. The DCA shall notify the Owner in writing of such determination, including a brief statement of the reasons for the determination. The notice by the DCA to the Owner may require the Owner to take corrective action (as verified by the DCA) by a time prescribed in the notice. The DCA rights and remedies under this Contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of this Contract.

(C). Any termination or reduction of housing assistance payments, or termination of this Contract by the DCA in accordance with this Contract, shall take effect in accordance with a written notice by the DCA to the Owner.

(D). The DCA's exercise or non-exercise of any remedy for Owner breach of this Contract shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

DCA Relation to Third Parties

(A). The DCA does not assume any responsibility for injury to, or any liability to, and person injured as a result of the Owner's action or failure to act in connection with the implementation of this Contract, or as a result of any other action or failure to act by the Owner.

(B). The Owner is not the agent of the DCA, and this Contract does not create or affect any relationship between the DCA and any lender to the Owner or any suppliers, employees, contractors or subcontractors used by the Owner in connection with implementation of this Contract.

(C). Nothing in this Contract shall be construed as creating any right of the Household or other third party to enforce any provision of this Contract, or to assert any claim against DCA or the Owner under this Contract.

Conflict of Interest.

No present or former member or officer of the DCA no employee of the DCA who formulates policy or influences decisions with respect to the SRAP Program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to the SRAP Program shall have any direct or indirect interest, during this person's tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

Transfer of the Contract.

The Owner has not made and will not make any transfer in any form of his Contract without the prior written consent of the DCA. A change in ownership of the Owner, such as a stock transfer or transfer of the interest of a limited partner, is not subject to the provisions of this section. Transfer of the interest of a general partner is subject to the provisions of this section. The DCA shall give its consent to a transfer of this Contract if the transferee agrees in writing (in a form acceptable to the DCA) to comply with all the terms and conditions of this Contract. The transferee shall give the DCA a copy of the executed agreement.

Conditions for Housing Assistance Payments.

The right of the Owner to receive housing assistance payments under this Contract shall be subject to compliance with all the provisions of this Contract.

Entire Agreement; Interpretation.

(A). This Contract contains the entire agreement **including exhibits** between the Owner and the DCA. No changes in this Contract shall be made except in writing signed by both the Owner and the DCA.

Warranty of Legal Capacity And Condition of Unit.

(A). The Owner warrants (1) that the Contract unit is in decent, safe, and sanitary condition as defined by SRAP rules, and (2) that the Owner has the legal right to lease the dwelling unit covered by this Contract during the Contract term.

(B). The party, if any, executing this Contract on behalf of the Owner hereby warrants that authorization has been given by the Owner to execute it on behalf of the Owner.

Signatures: _____

Housing Agency

DCA _____ Owner_Oaks Integrated Care____
BY Derry Holland BY Derry Holland____
President _____
(Official Title) (Official Title)

MAIL
TO:

NAME Oaks Integrated Care.

PAYMENTS

ADDRESS 770 Woodlane Rd.

CITY/STATE Mt. Holly, NJ 08060

FEDERAL ID# or
Social Security No. 237048397

DATE _____

DATE 7.16.18

**TOWNSHIP OF MOORESTOWN DEPARTMENT OF PUBLIC WORKS
CERTIFICATE OF CONTINUING OCCUPANCY**

PROPERTY ADDRESS 61 ERASER RD. BLOCK 1301 LOT 11 CO61
OWNER AUERBCH PHONE NO. _____
CONTACT MS. HANNIGAN-REMAX REALTY PHONE NO. 856-764-7716

SUMP PUMP INSPECTION REPORT

A.

1. SUMP PUMP YES _____ NO X
2. SUMP PUMP CONNECTED TO SANITARY SEWER YES _____ NO X
3. ROOF DRAINS CONNECTED TO SANITARY SEWER YES _____ NO X

WATER METER INSPECTION REPORT

B.

WATER METER REPLACEMENT NEEDED YES _____ NO X
OLD METER NO. _____
OLD METER READING 0525
NEW METER NO. _____
NEW METER READING _____

SIDEWALK INSPECTION REPORT

C.

REPAIR/REPLACEMENT REQUIRED YES _____ NO X
PERMIT REQUIRED FOR WORK YES _____ NO _____

DESCRIPTION: _____

**COMPLIANCE WITH TOWNSHIP CODE CHAPTER 53
CERTIFICATE OF CONTINUING OCCUPANCY**

PROPERTY DOES COMPLY A. X B. X C. X
PROPERTY DOES NOT COMPLY _____

COMMENTS: _____

A., B.

[Signature] 9-11-07
INSPECTOR/DATE OF INSPECTION

[Signature] 9/11/07
INSPECTOR/DATE OF INSPECTION

Project / Program Information Form

Alternative Living Arrangement

New Jersey Mentor – 617 Devon Road

The Township of MOORESTOWN

111 W. SECOND ST. • MOORESTOWN • NEW JERSEY 08057-2472

Department of Community Development

October 6, 2006



New Jersey MENTOR
Angel McLaughlin, Program Manager -- ABI Services
80 Cottontail Lane, Suite 330
Somerset, NJ 08873

RE: COAH Required Alternative Living Arrangement Documentation
617 Devon Road, Block 1601, Lot 11

Dear Ms. McLaughlin:

Enclosed is a New Jersey Council on Affordable Housing (COAH) Alternative Living Arrangement Survey that will be used by Moorestown Township with its Third Round petition for COAH Substantive Certification.

Yesterday, we briefly discussed the Township's desire to include the alternative living facility, which New Jersey MENTOR will operate at 617 Devon Road, into Moorestown's COAH Third Round Housing Plan. COAH permits the inclusion of alternative living arrangements as an option for Township's to fulfill their obligation of providing low and moderate-income housing in the communities where the facility is located. The enclosed survey is required documentation necessary to enable the Township to receive housing credits for each of the four bedrooms located at this site.

The survey will be reviewed by COAH to determine if your property meets their requirements to qualify as Moorestown alternative living housing credits. If you could fill out this survey and return it to me as soon as possible, I will include it as an additional crediting opportunity to the Township's petition for Third Round Certification.

Your help to enable the Township of Moorestown to include this site, located at 617 Devon Road, into its COAH Third Round Housing Plan is greatly appreciated. Please contact me if you have any questions regarding the completion of the survey. I can be reached at (856) 235-0912, ext. 3021.

Sincerely,

Thomas M. Ford, PP, AICP
Senior Planner

C: David Serlin, Esq., Township Solicitor
John Terry, Township Manager
Robert Hall, Dir. Dept. Comm. Dev.

(856) 235-0912 • FAX (856) 235-7833

Recycled Paper

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Moorestown

County: Burlington

Sponsor: NJ Mentor

Developer: _____

Block: 1601 Lot: 11

Street Address 617 Devon Road

Facility Name: Devon ComupHome

Type of Facility:

- Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- Transitional facility for the homeless
- Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- Congregate living arrangement

Other - Please Specify: ConupHome for TBI/ABI - regulated by NJ Dept. of Hum. Svc

of bedrooms occupied by low-income residents 4

of bedrooms occupied by moderate-income residents _____

Separate bedrooms? Yes No

Affordability Controls? Yes No

Length of Controls: _____ years

Effective Date of Controls: 2006

Expiration Date of Controls:

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

The following verification is attached:

- Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? Yes No

Age-restricted? Yes No

Population Served (describe): Traumatic Brain Injury

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

For proposed new construction projects only:

Sources of funding committed to the project (check all that apply):

- Capital funding from State - Amount \$ _____
- Balanced Housing - Amount \$ _____
- HUD - Amount \$ _____
- Federal Home Loan Bank - Amount \$ _____
- Farmers Home Administration - Amount \$ _____
- Development fees - Amount \$ _____
- Bank financing - Amount \$ _____
- Other - Please specify: _____

Are funding sources sufficient to complete project?

Yes No

Residents qualify as low or moderate income?

Yes No

CO Date:

Indicate licensing agency:

- DDD DMHS DHSS DCA

Initial License Date:

Current License Date:

Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS/DCA waiting list
- Other (please specify): _____

CERTIFICATIONS

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

Certified by: *[Signature]* 4/16/07
Project Administrator Date

Certified by: *Thomas M. Joral* 1/22/07
Municipal Housing Officer Date

State of New Jersey
County of Burlington
Sworn and subscribed
Before me on this 22nd
Day of January, 2007
Sharon Leinheiser

SHARON LEINHEISER
NEW JERSEY
NOTARY PUBLIC
COMMISSION EXP. 8/27/2011



January 17, 2007

Thomas Ford
Senior Planner
The Township of Moorestown
111 W. Second Street
Moorestown, NJ 08057

Regarding 617 Devon Road, Block 1601, Lot 11

Dear Mr. Ford:

Attached is the COAH survey. Also, attached is our program description and license for our group home located at 617 Devon Road. I hope that the enclosed survey will enable the Township to receive housing credits for each of the four bedrooms located at this site.

If there is anything else you need, contact me at 732-627-9890 ext. 202.

Sincerely,

A handwritten signature in cursive script that reads "Angel McLaughlin".

Angel McLaughlin
Program Manger – ABI Services

PREPARED BY:
Adam M. Kotlar, Attorney at Law

DEED

This Deed is made on 5/18/06

BETWEEN

Michael J. Naylor and Eloise H. Naylor, his wife, whose address is 209 Hickory Lane, Moorestown, NJ 08057 hereinafter referred to as Grantor

and

Foundation for the Challenged, an Ohio Corporation whose address is 5970 Wilcox Place, Suite G, Dublin, OH 43016; hereinafter referred to as Grantee.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of Three Hundred Thirty Nine Thousand Dollars (\$339,000.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A 46:15-2.1) For information purposes only: Municipality of Moorestown

Block No. 1601 **Unofficial Document**

No property tax identification number is available on the date of this deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Municipality of Moorestown, County of Burlington and State of New Jersey. The legal description is attached hereto as EXHIBIT A

BEING known as Lot 11 of Block 1601 on the Official Tax Map of the Municipality of Moorestown, County of Burlington, State of New Jersey. (For information purposes only)

BEING the same premises John Alan Schade, III and Amy P. Schades, his wife, conveyed unto Michael J. Naylor and Eloise H. Naylor, his wife, by deed dated 08/03/1981, recorded 08/05/1981 in the Burlington County Register of Deeds in Deed Book 2507, page 100.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "Covenant as to Grantor's Acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgement to be entered against the Grantor).

Together with all and singular the buildings, improvements, ways, trees, waters, water courses, rights, liberties, privilege, tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

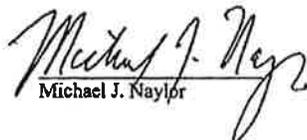
DB 06393 PG 561

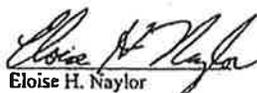
ARRIVED
MAY 22 A 10:43
BURLINGTON COUNTY CLERK

ARRIVED
MAY 15 11:53
BURLINGTON COUNTY CLERK

Subject to all existing restrictions and easements of record.

Signatures. The Grantor signs this Deed as of the date at the top of the first page.


Michael J. Naylor


Eloise H. Naylor

STATE OF NEW JERSEY :
SS :
COUNTY OF Camden :

I CERTIFY that on May 18, 2006 Michael J. Naylor and Eloise H. Naylor, his wife, came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each persons):

- a) is named in and signed this Deed;
- b) signed, sealed and delivered this Deed as his or her act and deed; and
- c) made this Deed for Three Hundred Thirty Nine Thousand dollars (\$339,000.00) as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

Unofficial Document


Adam M. Kotlar, Attorney At Law

DB 06393 PG 562



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Michael J. Naylor and Eloise H. Naylor

Current Resident Address:

Street: 209 Hickory Lane

City, Town, Post Office

State

Zip Code

NJ

08057

Moorestown

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

1601

11

Street Address:

617 Devon Road

City, Town, Post Office

State

Zip Code

NJ

08057

Moorestown

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$339,000.00

5/18/2006

Unofficial Document

SELLER ASSURANCES (Circle the applicable section)

1. I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

5/18/2006

Date

Michael J. Naylor
Signature
(Seller) Please Indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please Indicate if Power of Attorney or Attorney in Fact

0806393PG563

RECORDING DATA PAGE

Consideration : \$339,000.00
Code : S
Transfer Fee : \$2,019.25
Recording Date: 06/05/2006
Document No : 4314693 ccscelza

VALLEY NATIONAL TITLE SERVICES
1544 KUSER RD SUITE C5
TRENTON, NJ 08619

Receipt No : 636739
Document No : 4314693
Document Type : DEED
Recording Date: 06/05/2006
Login Id : ccscelza

Recorded
Jun 05 2006 05:15 PM
Burlington County Clerk

Unofficial Document

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-266-5180

0006393PG564



State of New Jersey
DEPARTMENT OF HUMAN SERVICES
GROUP HOME
LICENSE

This is to certify that 617 DEVON AVENUE

MOORESTOWN, NJ 08857

Operated by **MENTOR-NEW JERSEY**

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) from 12/1/2006 (date issued)
for 4 Individuals (number) effective to 9/30/2007 (expiration date)

Clarke Bruno, Acting Commissioner, Department of Human Services



STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES

PROGRAM DESCRIPTION OF A LICENSED COMMUNITY RESIDENCE
FOR PERSONS WITH HEAD INJURY

AGENCY NAME: New Jersey MENTOR
ADDRESS: ABI Residential Living Program
617 Devon Avenue, Moorestown, NJ 08857
COUNTY: Burlington
TELEPHONE: 732-627-9890
TYPE OF CORPORATION: Limited Liability Corporation
FEDERAL IDENTIFICATION NUMBER:
CEO AND TITLE: Lisa Coscia, Executive Director
CONTACT PERSON & TITLE: Lisa Coscia, Executive Director
PHONE & FAX #'s: Phone: 732-627-9890 Fax: 732-627-8414
DATE SUBMITTED: June 1, 2006

This face sheet must accompany each Program Description, as must the document for Section V. All other information must be headed to correspond with the Sections of this packet.

THIS DOCUMENT CONSISTS OF THE FOLLOWING SECTIONS:

- I. AGENCY INFORMATION
- II. GENERAL DESCRIPTION OF POPULATION TO BE SERVED
- III. NARRATIVE INFORMATION
- IV. SITE INFORMATION
- V. QUALITY IMPROVEMENT
- VI. RESIDENTIAL STAFF SCHEDULE
- VII. PERTINENT JOB DESCRIPTIONS
- VIII. ADDITIONAL PROVISIONS

FOR DDL USE ONLY:

Log# _____

DATE OF INITIAL SUBMISSION: _____

DATES OF REVISIONS: _____

DATE OF FINAL APPROVAL: _____

SECTION I - AGENCY INFORMATION

The names and addresses of three professional references are to be supplied with the first Program Description a Provider Agency files with Developmental Disabilities Licensing. Additionally, Curricula Vitae for principal agents and administrators responsible for program services should be provided.

The following information must also be supplied with the Provider's initial application for licensure. Additions and revisions to any of the following documents are to be forwarded to Developmental Disabilities Licensing at the time of each change, new Program Description, and at the annual Agency licensing inspection.

1. **Certificate of Incorporation/Charter**
On File
2. **Board of Directors: names, addresses, occupations, responsibilities, bylaws, election duties, and terms**
N/A
3. **Current personnel policies**
See Attached
4. **Most recent accreditation, licensing, and other evaluation reports**

On file reference # TBI_____
5. **Table of Organization**
See Attached
6. **Operational policies and procedures corresponding to the contents of the Evaluator's Tool for the Review of Policies & Procedures.**

On file with the Division
7. **A detailed description of the Agency's history, including services rendered in other states. Have you ever been licensed by, or received funding from, another governmental agency, in this or any other state? If yes, indicate where and when.**
See Attached
8. **Current list of programs and services offered by the agency**

New Jersey MENTOR provides the following services to children and adults:
 - Therapeutic foster care for at-risk and adjudicated youth and adolescents;
 - Residential and therapeutic foster care programs for youth and adults with developmental disabilities;
 - Structured Day Treatment for adults with developmental disabilities;
 - Supervised and Supported Living programs and therapeutic programs for adults with acquired brain injuries;
 - Home/community based cognitive rehabilitation programs for adults with acquired brain injuries;
 - Structured Day Treatment Program for adults with acquired brain injuries.

9. **A list of Agency staff development and training programs:**

a. **Mandatory**

b. **Optional/In-service**

- Overview of Brain Injury
- Prevention of Abuse, Neglect, and Exploitation;
- Danielle's Law
- Unusual incident reporting and investigating procedures;
- American Red Cross First Aid and Cardio-pulmonary resuscitation training
- Medication administration
- Emergency procedures
- Individual rights
- Agency's philosophy, goals, services, and practices;
- Personnel policies
- Annual policy and procedure review

Additional specialized training programs required to serve the current and future populations include but are not limited to the following areas:

- Mobility procedures and use of adaptive equipment (person-specific);
- Seizure disorders;
- Mental health needs;
- Behavior Modification;
- Other health or nutritional needs

SECTION II. GENERAL DESCRIPTION OF POPULATION TO BE SERVED –

Please describe the range of characteristics of individuals who could be served within this residential program, as they relate to the following areas. Do not use any names or initials in this document.

1. **Licensed Capacity:** 4 **Gender:** Male
2. **Age Range – for adults, indicate lowest age; for children, highest age:** 18 and up
3. **Range of Functioning Levels:** Diagnosis/history of acquired brain injury, post hospitalization status, medically stable, able to benefit from community-based rehabilitation and treatment.
4. **Social Functioning:**
 - **Family interest:** Individuals served in the program may have varying levels of family contact, up to and including frequent visits at the program site, community, and/or the homes of family and significant others. Individuals are encouraged to have ongoing contact with family members, provided the contact does not interfere with individual's rights and safety.
 - **Peer relationships:** Active peer involvement is encouraged, but is not criteria for placement. Individuals in this program who demonstrate a potential to become involved in social/recreational activities with others of their choosing, will be encouraged. This program can serve individuals with either no active and/or active peer relationships. Individuals served are encouraged to have appropriate peer relationships of their choosing both within the program and in the community. The program provides formal opportunities for individuals to socialize, although participation is not mandatory. Through the Individual Rehabilitation Planning process, the trans-disciplinary team (TDT) identifies any areas where a specific peer relationship might pose a risk to the individual's safety. This may occur as a result of an individual's challenges in forming appropriate judgements of others, difficulty in decision-making, or impulse control problems. In such cases, the TDT may recommend that this specific peer relationship be closely monitored by the program.
 - **Authority relationships:** Individuals are required to abide by all program and residential living rules, and act in accordance with the law. Because the program is fully integrated in the community, individuals served are required to interact appropriately with law enforcement officials, merchants and other persons with whom they do business, including where appropriate, teachers, job coaches, and employers. Individuals are also required to interact courteously with agency staff and abide by agency and program rules. Where behavior problems interfere with an individual's ability to maintain appropriate authority relationships, the TDT will address the specific concern through the treatment planning process.
 - **Prior community experience** For adults with acquired brain injury, the program is designed on the premise that prior to an identified catastrophic event (i.e. head trauma, stroke/CVA, etc.) the individual served was residing/functioning in the community at large. Individuals with a significant history of institutional care prior to the onset of brain injury are typically not considered for placement due to other primary diagnoses requiring non-ABI-specific intervention and treatment. Individuals served in the program may have varying levels of prior community experience, the extent or limits of which are not exclusionary factors for placement. Based on the level of community experience, combined with safety awareness, cognitive reasoning, and judgement, the TDT identifies an appropriate level of supervision for the individual, and establishes treatment goals consistent with his/her needs. The Residential Living program seeks to maximize each individual's opportunities for socialization, educational and/or vocational pursuits, religious involvement and personal enrichment, regardless of the extent of prior community experience.

- **Level of sexual awareness:** Individuals served in the program may have varying degrees of sexual awareness, up to and including having an intimate relationship with a consenting adult partner of their choice, and using birth control. For individuals who demonstrate a lack of sexual awareness that may make them vulnerable in a community setting, appropriate supervision and training will be made available through TDT assessment and treatment planning.

5. Health / Medical

- **Overview of group medical status:** All individuals receiving services in the Residential Living Program have a medical history of an acquired brain injury. The program is designed with the understanding that varying concurrent medical issues may also be present and require ongoing medical attention. Each person is evaluated on an individual basis to determine his/her level of medical care needed, as well as health and safety awareness. Individuals receiving services must be medically stable as determined by the TDT at the time of placement and later through routine medical care and ongoing assessment. The program can accommodate individuals with a broad range of medical diagnoses, any of which may require routine physician intervention. Participants should be medically stable: i.e. free of any medical condition that requires skilled nursing care or feeding tube care, and should be free of symptomatology associated with communicable diseases. Illness, injury, or other circumstances which occur during the course of placement causing the individual to require a level of care that cannot be safely provided in a community environment will result in the individual being transferred to an appropriate setting for treatment.
- **Dental-** Participants in this program will not be excluded for any dental needs/problems. Each individual should demonstrate the potential to participate in routine dental care, which is done on an annual basis.
- **Pre-existing conditions (note allergies, hepatitis, communicable diseases, etc.):** Individuals served in the Residential Living Program may have other (either concurrent or pre-existing) medical conditions including but not limited to the following:
 - Diabetes
 - Swallowing dysfunction
 - Hepatitis B or C
 - Diagnosed mental health disorders including Depression, Bi-Polar Disorder, and Post Traumatic Stress Disorder
 - ADD/ADHD
 - Hypertension
 - Positive PPD with subsequent negative chest x-rays
 - HIV Positive status
 - Obesity
 - Cardiovascular problems
 - Allergies to food, medications or environment
 - Gait and mobility problems
 - Sensory deficits
- **Seizure Disorder (level of control):** The program is able to accept individuals with active seizure disorders that can be controlled with medication. As needed training will be provided by the agency nurse to enable staff to identify and respond appropriately if an individual has a seizure, and also monitor those individuals with a history of seizure disorders.

6. Physical Disabilities:

- **Range of mobility, sight, and hearing:** The program can accommodate individuals with the following ranges of physical disabilities:
 - This program can only serve individuals with levels of mobility limitations where the staff available can assist them to evacuate within three minutes.
 - Sight- This program can accommodate fully sighted to legally blind individuals.
 - Hearing- This program can accommodate individuals with varying levels of hearing-impairments.

Persons who have hearing, speech, or visual impairments will be evaluated on an individual basis to determine their specific needs with regard to personal supervision, safety awareness, and ability to benefit from the use of adaptive equipment and/or compensatory strategies. Any adaptive device used must be individually prescribed and monitored by a treating physician. Where necessary to accommodate the individual receiving services, the program will provide site modifications such as ramps, widening of doorways, etc.

- **Level of assistance required/physical aids involved, i.e., independent-, one-, or two-person transfer, use of adaptive equipment:**

This program can serve four (4) individuals who are either independent and ambulatory or individuals that require total care with all ADL skills including feeding, grooming and using adaptive utensils and dishes. This program can also serve individuals that require adaptive equipment or assistive devices such as; canes, walkers, and wheel chairs. This program will supply any assistive devices such as hand rails, commodes, ramps, etc. as needed to accommodate individuals needs.

7. Behavioral

- **General range of behavioral characteristics:**

May include, but not be limited to, the following:

- Verbal aggression toward staff or others
- Episodic property destruction
- Sexual dysinhibition
- Impulse control problems
- Substance abuse behaviors
- Refusals to participate in treatment

Individuals who exhibit any of the above behaviors will be evaluated on an individual basis with consideration to the frequency and severity of the behavior, and determine their ability to remain safe in a community setting. Individuals who pose an imminent danger to the health and safety of themselves or others will not be considered appropriate candidates for admission or continued enrollment.

8. Communication Skills

- Receptive and expressive capabilities:

Individuals receiving services in the Residential Living Program may have a range of strengths and needs in the area of communication skills. However, the minimum requirements include:

1. Ability to comprehend a two- or more step instruction;
2. Ability to communicate expressively through verbal or non-verbal means, including signing or the use of a communication board.

- *Alternative methods of communication, (i.e., sign, gestures, communication board, etc.)*

Individuals who use alternative means to communicate, such as a communication board, sign language, visual aids, can be served in this program.

9. Adaptive Living Skill Needs

All individuals served be able to:

- If Independent may demonstrate an ability to benefit from a self-medication training program and/or successfully pass a self-medication assessment.
- Demonstrate ability to benefit from training in and use of compensatory strategies to improve adaptive living skills including, but not limited to, bathing, dressing, cooking, managing personal living space, and managing a savings and/or checking account.

For individuals who have vision, hearing, or mobility impairments, the agency will ensure that the Group Home is barrier-free, and make reasonable accommodations to enhance their ability to complete daily living activities. In addition, individuals living in the Group Home must demonstrate a willingness to participate in home care and the sharing of responsibilities for the care of common living areas.

10. Day Program / Recreational Needs

- Range of projected day programming needs:

Individuals served may have a variety of needs that range from structured day program participation up to and including competitive employment. Day program support is provided by the agency. New Jersey MENTOR currently operates a Structured Day Program in moorestown, which is located approximately 2 miles from the supervised apartment site. For day program participants who reside in the Residential Living Program structured day program, transportation and on site supervision and assistance is provided by agency staff.

For those individuals who do not require a full-day structured day program, additional options are offered which include:

1. Supported Day Program: Individual activities and exercises are completed in the community with a designated counselor. These activities are designed to complement and support therapy goals being addressed through cognitive rehabilitation, psychology, physical, speech, and/or occupational therapies. Supported day program activities also provide community-based opportunities for generalizing skills acquired in clinical settings and/or work place.
2. Educational Programs: MENTOR assists individuals with furthering their education by completing their high school diploma or GED, and college education. The program provides assistance to individuals in educational programs, providing tutoring and strategies to improve study skills, registration for classes and curriculum choices, and transportation to classes.
3. Volunteering and Paid Employment: Based on individual abilities and interests, MENTOR provides opportunities for individuals to obtain a volunteer or paid employment position. The agency works cooperatively with the Division of Vocational Rehabilitation to enable individuals to identify appropriate work, obtain a job coach where needed, and maintain employment. Individuals who are competitively employed are encouraged to learn how to utilize the public transportation system to get to their work location. However, the program will also provide transportation where necessary and appropriate.

- **Group recreational interests:**

This program can serve individuals with extensive to very limited recreational interest. This program affords individuals opportunity, support and assistance in choosing a wide range of social/recreational activities according to the individuals interests and desire. Participants are assessed with regard to their ability and willingness to engage in-group recreational activities. Minimally, each individual should demonstrate a potential and willingness to attend group recreational events, and participate in planning such activities to the best of their ability and interest.

The program provides both structured and unstructured opportunities for recreation. Examples of structured activities include: organized trips to sporting or cultural events, restaurant trips, planned exercise programs, shared cooking activities, etc. The program provides transportation to all off-site events. Unstructured recreational activities are also encouraged, with staff support and guidance for individuals served to make positive choices regarding how to spend free time. These activities may include assistance with going shopping, learning a hobby, watching movies, playing an organized board or card game, etc.

Due to the varied interests of this population, the program also encourages individuals to socialize and engage in recreational activities of their choosing with others in the community. Although group recreational activities are a component of the program, individuals served may also express an interest in dating and/or forming relationships and friendships with people outside the program. These recreational interests are encouraged, with staff monitoring to ensure the individual's safety and wellbeing.

11. **Family Structure – married, single, parent, etc.**

This program can serve individuals, who are single, married, and who are parents. However, the program can not accommodate their extended families.

12. **Financial Status, including resources, funding sources and third party reimbursement.**

This program can serve individuals who may/may not (have power of attorney or be their own legal guardian). In addition, the agency can accept a variety of funding sources and/or third party reimbursement as follows but not limited too:

- Private Commercial Insurance
- Workers Compensatio Benefits
- Private Insurance
- Medicaid Community Based waiver for Individuals with Tramatic Brain Injury
- DDD Funding

SECTION III. NARRATIVE INFORMATION. Please answer all of the following questions within the context of the range of characteristics identified in Section II. – General Description.

1. **How does the agency propose to meet the needs of the group as a unit and the needs of the individuals within the group? This may be presented as the goals and objectives for the group and the individual emphasis within these objectives**

New Jersey MENTOR is committed to helping individuals with acquired brain injuries regain the skills to live as independently as possible, while providing a safe and therapeutic community-environment where rehabilitation can continue. The Residential Living program operates on a Group Home basis where the focus is on the individual and his/her ability to live as successfully as possible in an open community setting. The program is able to accommodate up to four people in a four bedroom home, and as such, group needs are addressed through planned recreational activities, application of program safety rules (i.e., participation in group fire drills), and structured group day-treatment programs. The individuals served in the program have varying abilities and needs, and group integration is promoted to the extent that each person chooses to and can benefit from participation.

Staff are trained to act as role models and to provide appropriate instruction, support, and guidance. Each person has an active treatment plan which is reviewed on a monthly basis to ensure that it continues to meet his/her specific rehabilitation needs.

Group goals and objectives:

- Improved ability to integrate into community living and to access community resources.
- Active participation in the daily operation of a household, and where appropriate, assuming shared responsibilities for home care and maintenance.

Individual goals and objectives:

- Active participation in treatment planning.
- Increased independence in the community, including mobility and transportation, and ability to access community resources for personal enrichment.
- Completion/furthering of the rehabilitation process as medically and therapeutically indicated.

Increased ability to obtain/maintain employment or pursue further education

Project / Program Information Form

Alternative Living Arrangement

A.D.E.P.T. Programs Incorporated – 298 West Main Street

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Moorestown County: Burlington
 Sponsor: A.D.E.P.T. Programs, Inc. Developer: _____
 Block: 2500 Lot: 70 Street Address: 298 W. Main Street
 Facility Name: Main St. Supervised Apts.

Type of Facility:

- Group Home for developmentally disabled as licensed and/or regulated by the NJ Dept. of Human Services (Division of Developmental Disabilities (DDD))
- Group Home for mentally ill as licensed and/or regulated by the NJ Dept. of Human Services (Division of Mental Health Services) (DMHS))
- Transitional facility for the homeless
- Residential health care facility (licensed by NJ Dept. of Community Affairs or NJ Dept. of Human Services)
- Congregate living arrangement
- Other - Please Specify: _____

of bedrooms occupied by low-income residents 5
 # of bedrooms occupied by moderate-income residents _____
 Separate bedrooms? Yes No
 Affordability Controls? Yes No
 Length of Controls: N/A years
 Effective Date of Controls: N/A
 Expiration Date of Controls: N/A
 Average Length of Stay: N/A months (transitional facilities only)

The following verification is attached:

- Copy of deed restriction (30-year minimum, HUD, FHA, FHLB, BHP deed restriction, etc.)
- Copy of Capital Application Funding Unit (CAFU) Letter (20-year minimum, no deed restriction required)
- Award letter/financing commitment (proposed new construction projects only)

Residents 18 yrs or older? Yes No

Age-restricted? Yes No

Population Served (describe): Developmentally Disabled Adults

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

For proposed new construction projects only:

Sources of funding committed to the project (check all that apply):

- Capital funding from State - Amount \$ _____
- Balanced Housing - Amount \$ _____
- HUD - Amount \$ _____
- Federal Home Loan Bank - Amount \$ _____
- Farmers Home Administration - Amount \$ _____
- Development fees - Amount \$ _____
- Bank financing - Amount \$ _____
- Other - Please specify: _____

Are funding sources sufficient to complete project?
 Yes No

Residents qualify as low or moderate income?

Yes No

CO Date: / /

Indicate licensing agency:

DDD DMHS DHSS DCA

Initial License Date: 4/1/02

Current License Date: 1/1/07

Affirmative Marketing Strategy (check all that apply):

- DDD/DMHS/DHSS/DCA waiting list
- Other (please specify): _____

CERTIFICATIONS

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

Certified by: Conrad A. Harris 1/19/06
Project Administrator Date

Certified by: Thomas M. Ford 1/24/06
Municipal Housing Officer Date

Dorothy A. Samartino

DOROTHY A. SAMARTINO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 4, 2008

Main St.

PROMISSORY NOTE

\$ 266,076.00

4/24, 2002

In accordance with the terms of a Funding Agreement for Construction, Purchase, or Purchase and Renovation of Community-Based Facilities dated 4-25-02

ADEPT Programs, Inc.

promises to pay on demand to the order of the STATE OF NEW JERSEY, DEPARTMENT OF HUMAN SERVICES, Two Hundred Sixty-six Thousand,

Seventy-six dollars, no cents \$ 266,076.00

dollars, payable at Capital Place One, 222 South Warren Street, Trenton, New Jersey 08625.

BY: [Signature] I.S.
Authorized Agency Representative

NAME: ANSEL COLON

TITLE: DIRECTOR

AGENCY: A.D.E.P.T. Programs Inc.

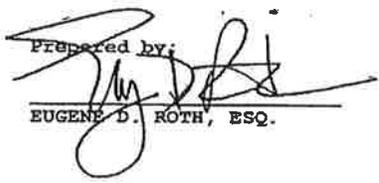
ADDRESS: P.O. Box 708

Browns Mills,

NJ 08615

Notarized by: [Signature]
Date: 4/24/02

TIFFANY VASARKOVY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 5/31/2005

Prepared by:

 EUGENE D. ROTH, ESQ.

DEED

This Deed is made on May 13, 2002,

BETWEEN

RESOURCES FOR HUMAN DEVELOPMENT, INC.

whose address is 4700 Wissahickon Avenue, Suite 126, Philadelphia, PA 19144

the Grantor,

AND

A.D.E.P.T. Programs, Inc.

whose address is P.O. Box 708, Browns Mills, NJ 08012 referred to as

the Grantee.

2002 JAN 21 12:16
 ARRIVED

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of the property described below to the Grantee. This transfer is made for the sum of **ONE DOLLAR (\$1.00)**.

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of the **TOWNSHIP OF Moorestown**, Block No. 2509 Lot No. 70, more commonly known as 298 W. Main Street.

--- No property tax identification number is available on the date of this deed. (Check if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the **Township of Moorestown**, County of **Burlington** and the State of New Jersey. This legal description is:

SEE SCHEDULE A (ATTACHED)

BEING the same premises conveyed to Resources for Human Development, Inc. a Non-Profit Corporation by Deed from Pellham Moorer and Patricia Moorer, husband and wife, dated February 28, 1997 and recorded on March 17, 1997 in the Office of the Burlington County Clerk in Deed Book 5318 Page 135.

Subject to covenants, restrictions, easements and rights of way of record, local zoning laws, ordinances or regulations affecting the subject property.

DB5970 PG475

CONTINUATION SHEET

SCHEDULE AFile No.
LG-32150S

All that certain lot, parcel or tract of land, situate and lying in the Township of Moorestown, County of Burlington and State of New Jersey being more particularly described as follows:

Beginning at a point in the bed of West Main Street (in the Northerly half thereof), said point being also the Northeast corner of lands now of I. Fulmer, formerly Albert D. Rogers; extending thence

1. North 68 degrees 59 minutes East, 70 feet to a point; thence
2. Along land now or formerly of one William J. Borton, crossing over both the present existing Northerly curb line and the Southerly right of way line of said West Main Street, South 21 degrees 10 minutes East, 338.58 feet to a stone in the Northerly line of land now or formerly of one George M. Hillman; thence
3. Along the said line of Hillman's land, South 68 degrees 50 minutes West, 70 feet to a stone; thence
4. Along land of said Rogers, re-crossing the said Southerly right of way line of West Main Street, North 21 degrees 10 minutes West, 338.76 feet to the place of Beginning.

Unofficial Document

FOR INFORMATIONAL PURPOSES ONLY: Being also known as Lot 70 in Block 2500 on the Official Tax Map of the Township of Moorestown, Burlington County, NJ.

DB5970 PG477

05/10/2002 14:04 732-292-9383

EUGENE D. ROTH, ESQ.

PAGE 02

NC1645 - Affidavit of Consideration
RTF-1 (Rev. 1/1/88)
Print date 10/97

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

ALL-STATE Legal
A Division of ALL-STATE International, Inc.
908-272-0600

PARTIAL EXEMPTION
(c. 176, P.L. 1975)

To be recorded with Deed pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:16-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF Camden

SS.

FOR RECORDER'S USE ONLY
Consideration \$ _____
Realty Transfer Fee \$ _____
Date _____ By _____

* Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 6 on reverse side.)

Deponent Robert Fishman, being duly sworn according to law upon his/her oath

deposes and says that he/she is the Corporate Officer in a deed dated 5/10/2002

transferring real property identified as Block No. 2500 Lot No. 70

located at 298 West Main Street, Moorestown, NJ 08057, County of Burlington

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire consideration paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ _____

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c. 49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

Transfer without consideration between nonprofit corporations

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P.L. 1975 for the following reason(s):

Unofficial Document

A) SENIOR CITIZEN (See Instruction #8.)
 Grantor(s) 62 yrs. of age or over.
 One- or two-family residential premises.

Owned and occupied by grantor(s) at time of sale.
 No joint owners other than spouse or other qualified exempt owners.

B) BLIND (See Instruction #8.)
 Grantor(s) legally blind.
 One- or two-family residential premises.
 Owned and occupied by grantor(s) at time of sale.
 No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)
 Grantor(s) permanently and totally disabled.
 One- or two-family residential premises.
 Receiving disability payments.
 Owned and occupied by grantor(s) at time of sale.
 Not gainfully employed.
 No joint owners other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)
 Affordable According to HUD Standards.
 Meets Income Requirements of Region.

Reserved for Occupancy.
 Subject to Resale Controls.

D) NEW CONSTRUCTION (See Instruction #9.)
 Entirely new improvement.
 Not previously used for any purpose.

Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me this 10 day of May, 2002

[Signature]
Name of Deponent (Sign Here)

Resources for Human Development, Inc.

4700 Wissahickon Ave., Ste. 126
Philadelphia, PA 19144

[Signature]
Address of Deponent

Address of Grantor at Time of Sale



FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This format is prescribed by the Director, Division of Taxation in the Department of the Treasury and may not be altered without the approval of the Director.

ORIGINAL - White copy to be retained by County.
DUPLICATE - Yellow Copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 1.12)
TRIPLICATE - Pink Copy is your file copy.

DB5970 PG478

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

RECORDING DATA PAGE

Consideration \$1.00 Code: E
Transfer Fee : \$0.00
Recording Date: 06/17/2002 Login Id:
Document No : 3657874 ccjones

EUGENE D ROTH
VALLEY PARK EAST
2520 HIGHWAY 35 SUITE 303
MANASQUAN, NJ 08736

Receipt No : 357876
Document No : 3657874 Type : DEED
Recording Date : 06/17/2002
Login Id : ccjones

Recorded
Jun 17 2002 08:30 PM
Burlington County Clerk
Official Document

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

085970 PG479



C0971

John Scott Boyer, Esq.

SAVINGS ABSTRACT COMPANY
857 Old York Road
Jenkintown, PA 19046

D-154-718 MB

Deed

This Deed is made on February 28, 1997
BETWEEN

PELLHAM MOORER and PATRICIA MOORER, husband and wife,

whose post office address is

161 Narragansett Trail, Medford, New Jersey, 08055,

referred to as the Grantor,
AND

RESOURCES FOR HUMAN DEVELOPMENT, INC., a Pennsylvania Non-Profit Corporation,

whose post office address is

4333 Kelly Drive, Philadelphia, Pennsylvania, 19129-1758,

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called "Property") described below to the Grantee. This transfer is made for the sum of Two Hundred Twenty-Four Thousand Dollars (\$224,000.00). The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Moorestown
Block No. 2500 Lot No. 70 Plate 25 Account No.
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Township of Moorestown of Burlington County and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable).

ALL THAT CERTAIN tract or parcel of land and premises, situate in the Township of Moorestown, County of Burlington and State of New Jersey, bounded and described as follows:

BEGINNING at a point in the bed of West Main Street (in the Northerly half thereof), said point being also the Northeast corner of lands now of I. Fulmer, formerly of Albert D. Rogers; extending thence

(1) North 68 degrees 59 minutes East, 70 feet to a point; thence

(2) Along land now or formerly of one William J. Borton, crossing over both the present existing Northerly

PA
RECORDED
FEB 28 1997
DEED
C0971

UNOFFICIAL
DOCUMENT

John Scott Boyer, Esq.

BEING shown and designated as Lot 70 Block 2500 Plate 25 on the Current Tax Map of the Township of Moorestown.

ALSO BEING known as 298 West Main Street, Moorestown, New Jersey.

BEING the same land and premises which became vested in Pellham Moorer and Patricia Moorer, husband and wife, by Deed from Helen I. Ballantyne, Widow, dated January 29, 1988, recorded in the Burlington County Clerk's Office on February 5, 1988 in Deed Book 3580, Page 196.

UNOFFICIAL DOCUMENT

The street address of the Property is:
298 W. Main Street, Moorestown, New Jersey 08057

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By: _____ (Seal)

John Scott Boyer _____ (Seal)
PELLHAM MOORER

John Scott Boyer _____ (Seal)
PATRICIA MOORER

JOHN SCOTT BOYER
ATTORNEY AT LAW
68 EAST MAIN STREET
MOORESTOWN, NJ 08057

STATE OF NEW JERSEY, COUNTY OF Burlington
I CERTIFY that on February 28, 1997 SS.:

PELLHAM MOORER and PATRICIA MOORER personally came before me and stated to my satisfaction that this person (or if more than one, each person):
(a) was the maker of this Deed;
(b) executed this Deed as his or her own act; and,

(c) made this Deed for \$ 224,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:
COMMONWEALTH LAND
TITLE INSURANCE COMPANY
51 HADDONFIELD ROAD (SUITE 110)
P.O. BOX 5774
CHERRY HILL, NEW JERSEY 08034-0469
800-852-1600

John Scott Boyer
(Print name and title below signature)
JOHN SCOTT BOYER
ATTORNEY AT LAW
68 EAST MAIN STREET
MOORESTOWN, NJ 08057
(609) 235-5570

Receipt No : 41528
Document No : 3077955 Type : DEED
Recording Date : 03/17/97
Login id : cccliver

BURLINGTON COUNTY
CLERK

MAR 17 3 59 PM '97

RECORDED

Consideration : \$224,000.00 Exempt Code: S

Transfer Fee : \$895.00
Recording Date: 03/17/97 Login id:
Document No : 3077955 cccliver

UNOFFICIAL DOCUMENT

COMMONWEALTH LAND TITLE
51 HADDONFIELD ROAD
PO BOX 5382
CHERRY HILL, NJ 08034

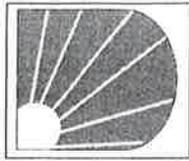
COMMONWEALTH LAND TITLE
CORP/PLNY
(SUITE 110)
EV 08034-0688

03 97 12 18

DB53181PG137

Project / Program Information Form

MEND – 428 Camden Avenue



MEND

*A BEACON for Affordable Housing
in Burlington County
since 1969*

MEND, INC. • MEND I, INC. • MEND GP • MEND LP • FROG HOLLER FARMS, INC. • MEND BURLINGTON LLC • MEND DEPTFORD LLC
MEND EGG HARBOR CITY LLC • MEND EVESHAM LLC • MEND FLORENCE LLC • MEND MEDFORD LLC

P.O. Box 828 • 99 East Second Street • Moorestown, New Jersey 08057 • 856-722-7070 • fax 856-722-7577

January 26, 2015

RECEIVED

JAN 28 2016

COMMUNITY DEVELOPMENT

Mr. Thomas J. Merchel, Director
Finance Department
Township of Moorestown
111 West Second Street
Moorestown, New Jersey 08057

Re: **428 Camden Avenue**
Annual Report and Annual Rent Payment for 2015

Dear Mr. Merchel:

In accordance with the Township's lease agreement with MEND, this letter shall serve as our Annual Report to the Township concerning the operation of the above-noted property.

The Annual **2015** rent payable to the Township for **428 Camden Avenue** is **\$462.95** which is five percent (5%) of MEND's gross rental income of **\$9,259.00** from the property in 2015. The property is leased to one (1) low-income residential tenant. The property was 100% occupied during 2015. MEND continues to maintain the property in accordance with the terms of our lease agreement with the Town.

Enclosed is MEND **check # 15065 = \$462.95** payable to Township of Moorestown.

MEND, Inc. continues to maintain its 501-C-3 status with the Internal Revenue Service and continues to be a registered non-profit organization with the State of New Jersey.

Very truly yours,


Matthew A. Reilly
President/CEO

Cc: Thomas Ford

FOUNDING CHURCHES

*Bethel A.M.E. Church • Friends Meeting of Moorestown • First Baptist Church • First Presbyterian Church • First United Methodist Church
Our Lady of Good Counsel R.C. Church • Second Baptist Church of Moorestown • St. Matthew Lutheran Church • Trinity Episcopal Church*

Moorestown Ecumenical Neighborhood Development, Inc.

A Nonprofit Corporation. Contributions are Tax-Deductible.

www.mendinc.org
info@mendinc.org



United Way
of Greater Philadelphia
and Southern New Jersey

15065

MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC. (MEND)

99 E. SECOND STREET
MOORESTOWN, NJ 08057
PH 856-722-7070



55-136/312

FD-175 Check Fraud
MAC Protection for Business

1/26/2016

PAY TO THE ORDER OF Township of Moorestown

\$462.95**

Four Hundred Sixty-Two and 95/100*****

DOLLARS

Township of Moorestown
Tax Collector
111 W 2nd Street
Suite 1

MEMO Moorestown, NJ 08057

Annual Rent Payment (2015) for 428 Camden



[Signature]
AUTHORIZED SIGNATURE

Security features. Details on back.

⑈015065⑈ ⑆031201360⑆ 7855153255⑈

MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC. (MEND)

15065

Date	Type	Reference	Original Amt.	Balance Due	1/26/2016 Discount	Payment
12/31/2015	Bill	Annual	462.95	462.95		462.95
					Check-Amount	462.95

TD Bank - Checking Annual Rent Payment (2015) for 428 Camden 462.95

MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC. (MEND)

15065

Date	Type	Reference	Original Amt.	Balance Due	1/26/2016 Discount	Payment
12/31/2015	Bill	Annual	462.95	462.95		462.95
					Check Amount	462.95

TD Bank - Checking Annual Rent Payment (2015) for 428 Camden 462.95

MENL, Inc.

Transaction Detail By Account

January through December 2015

Type	Date	Num	Name	Class	Amount	Balance
400 · NET TENANT RENTAL INCOME						
401 · Tenant Rentals						
5126 · Rent - 428 Camden Ave.						
General Journal	1/5/2015	Monthly		Camden Avenue - 428	762.00	762.00
General Journal	2/2/2015	Monthly		Camden Avenue - 428	762.00	1,524.00
General Journal	3/2/2015	Monthly		Camden Avenue - 428	762.00	2,286.00
General Journal	4/6/2015	Monthly		Camden Avenue - 428	762.00	3,048.00
General Journal	5/1/2015	Monthly		Camden Avenue - 428	762.00	3,810.00
General Journal	6/2/2015	Monthly		Camden Avenue - 428	762.00	4,572.00
General Journal	7/1/2015	Monthly		Camden Avenue - 428	762.00	5,334.00
General Journal	8/3/2015	Monthly		Camden Avenue - 428	785.00	6,119.00
General Journal	9/1/2015	Monthly		Camden Avenue - 428	785.00	6,904.00
General Journal	10/1/2015	Monthly		Camden Avenue - 428	785.00	7,689.00
General Journal	11/2/2015	Monthly		Camden Avenue - 428	785.00	8,474.00
General Journal	12/1/2015	Monthly		Camden Avenue - 428	785.00	9,259.00
Total 5126 · Rent - 428 Camden Ave.					9,259.00	9,259.00
Total 401 · Tenant Rentals					9,259.00	9,259.00
Total 400 · NET TENANT RENTAL INCOME					9,259.00	9,259.00
TOTAL					9,259.00	9,259.00

X 50/10

462.95

PROJECT / PROGRAM INFORMATION FORM

Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: 428 Camden Avenue

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

1-30-1991

Deleted from Plan
(date approved by COAH) _____)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: 428 Camden Avenue

Project Block/Lot/Qualifier (list all) 2001 / 6

Project Acreage: 1.0

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: Moorestown Township

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) Conversion Court Project Density Increase Granted Mediated Project
Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project
RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 Number of market units completed 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ² 50%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

² "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project \$150,000.00

Municipal or RCA funds expended \$150,000.00

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls January 30, 1991

Length of Affordability Controls (in years) 50 or Perpetual

Administrative Agent MEND

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 1 Sales _____ Rentals 1 Total age-restricted 0 Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ³	_____	_____
35% of median income ⁴	_____	_____
50% of median income	<u>1</u>	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)
⁴ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	<u>1</u>	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 1

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____
RCA Receiving Municipality _____ County _____
COAH approval date _____
Number of units transferred _____ Cost per unit _____
Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____
Partnership Receiving Municipality _____ County _____
Name of Project _____
Credits for Sending Municipality _____
Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

LEASE (43)

This Indenture, MADE THE

First day of April

A. D. 1941

Between The Township of Moorestown in the County of Burlington, a municipal corporation of the State of New Jersey, with offices at 111 West Second Street, Moorestown, Burlington, and State of New Jersey, party of the first part, and Moorestown Ecumenical Neighborhood Development, Inc., ("M.E.N.D., Inc."), a corporation of the State of New Jersey, of Moorestown, in the County of Burlington, and State of New Jersey, party of the second part.

Witnesseth, that the said party of the first part hath let, and by these presents doth grant, demise and to farm let unto the said party of the second part, all that portion of land, structures and buildings thereon, and premises, shown on the annexed drawing, being part of Block 212, Lot 4, also known as 428 Camden Avenue, in the Township of Moorestown, County of Burlington, New Jersey.

with the appurtenances, for the term of fifty (50) years from the first day of April nineteen hundred and ninety-one through March 31, 2041 at the annual rent or sum of \$750.00 stated in Paragraph No. 2 hereof, in accordance with the provisions of N.J.S.A. 46A:12-14(c) and the provisions of the annexed Addendum.

Provided, that if any rents shall be due and unpaid without demand therefore, or if default shall be made in any of the covenants, conditions and rules herein contained, then it shall be lawful if after written notice from the party of the first part to the party of the second part to cease said violations, that the party of the first part may, after notice and demand for delivery of the premises, proceed in an action at law to re-enter and repossess the premises and the party of the first part may at its option as an agent of the party of second part re-rent or re-lease said premises to the best advantage, applying rentals received to the amount due from the party of the second part under this lease, and to expenses so incurred, including costs of repairing, altering or remodeling, and any agents commission necessary for such re-leasing, in which case the deficiency, if any, shall be paid to the party of the first part by the party of the second part.

And the said party of the second part doth hereby covenant and agree to and with the said party of the first part to pay the said rent in the proportions and upon the conditions aforesaid; and not to assign this lease, and further agrees to observe the following, which are hereby agreed to be not only covenants, but also rules and regulations governing said premises, viz.: not to underlet said premises or any part thereof, nor permit any person or persons to occupy the same, or any part thereof, nor use or permit any part thereof to be used for any other purpose than a single-family residence nor make or suffer to be made any alterations therein, without the written consent of the said party of the first part; and also, at the expiration of said term, or any lawful extension thereof, to yield up and surrender possession thereof, with the appurtenances, in as good state and condition as the same now are, or may be put into by the said party of the first part, reasonable wear and tear thereof and accidents happening by fire or other casualties excepted.

And it is further Agreed, that the acceptance of rent by the party of the first part, after knowledge of any breach by the party of the second part of said covenants, conditions, rules and regulations, or of any of them, or failure to give said party of the second part appropriate notice with respect thereto, shall not operate as a waiver by said party of the first part of said covenants, conditions, rules and regulations, or of any of them, or of any breach thereof, or of the right to give such appropriate notice thereafter.

ADDENDUM (dated April 1, 1991)
Re: Lease between Township and M.E.N.D.
Premises: 428 Camden Avenue, Moorestown, New Jersey

These provisions also are agreed to and apply:

1. The rent, as provided in paragraph 2 hereof, shall be payable on the thirtieth day of January in each year (for the previous calendar year, or portion thereof with respect to 1991).

2. M.E.N.D., Inc. shall pay the Township rent in the amount of 5% of M.E.N.D.'s gross rental income from the property.

3. M.E.N.D., Inc. shall pay or cause to be paid all utility bills and costs of maintaining the leased portion of the property in the same condition as said property is at the start of this lease. Said maintenance shall include, but is not limited to such things as: cutting grass, snow and ice removal, trimming shrubs and trees, repairing and replacing water heaters, furnaces, boilers, plumbing lines and fixtures, electrical lines and fixtures, roof repairs, and other structural repairs; provided however that if any such damage is, in the opinion of the Township Manager, so extensive so as to render the structure uninhabitable then said lease shall terminate.

4. M.E.N.D., Inc. shall sublet said property for the public purpose of providing low or moderate income dwellings, as defined by applicable state laws and regulations. To the extent practical and permitted by law, M.E.N.D., Inc. shall give preference in renting the unit to a qualified Moorestown family.

5. M.E.N.D., Inc. shall file a written report at least annually with the Township Manager which shall set forth the use to which the leasehold has been put, including the income from the sublease; the activities it has taken in furtherance of the public purpose for which this lease was granted; the appropriate value of such activities and an affirmation of the continued tax exempt status of M.E.N.D., Inc. pursuant to both state and federal law.

6. The driveway shall remain available for access to the balance of the property and shall at no time be blocked. One parking space closes to the back of the dwelling shall be dedicated to the use of the tenant

Signed, Sealed And Delivered
In The Presence Of:

Attest:

[Signature]

Attest:

[Signature]

The Township of Moorestown
In the County of Burlington

By: [Signature] Mayor

Moorestown Ecumenical Neighborhood
Development, Inc.

By: [Signature] President

CAMDEN (SEE INSIDE) AVENUE

N 09° 40' 00" W 223.30

Area being leased to
MEND under ord. 1588-91

15 feet

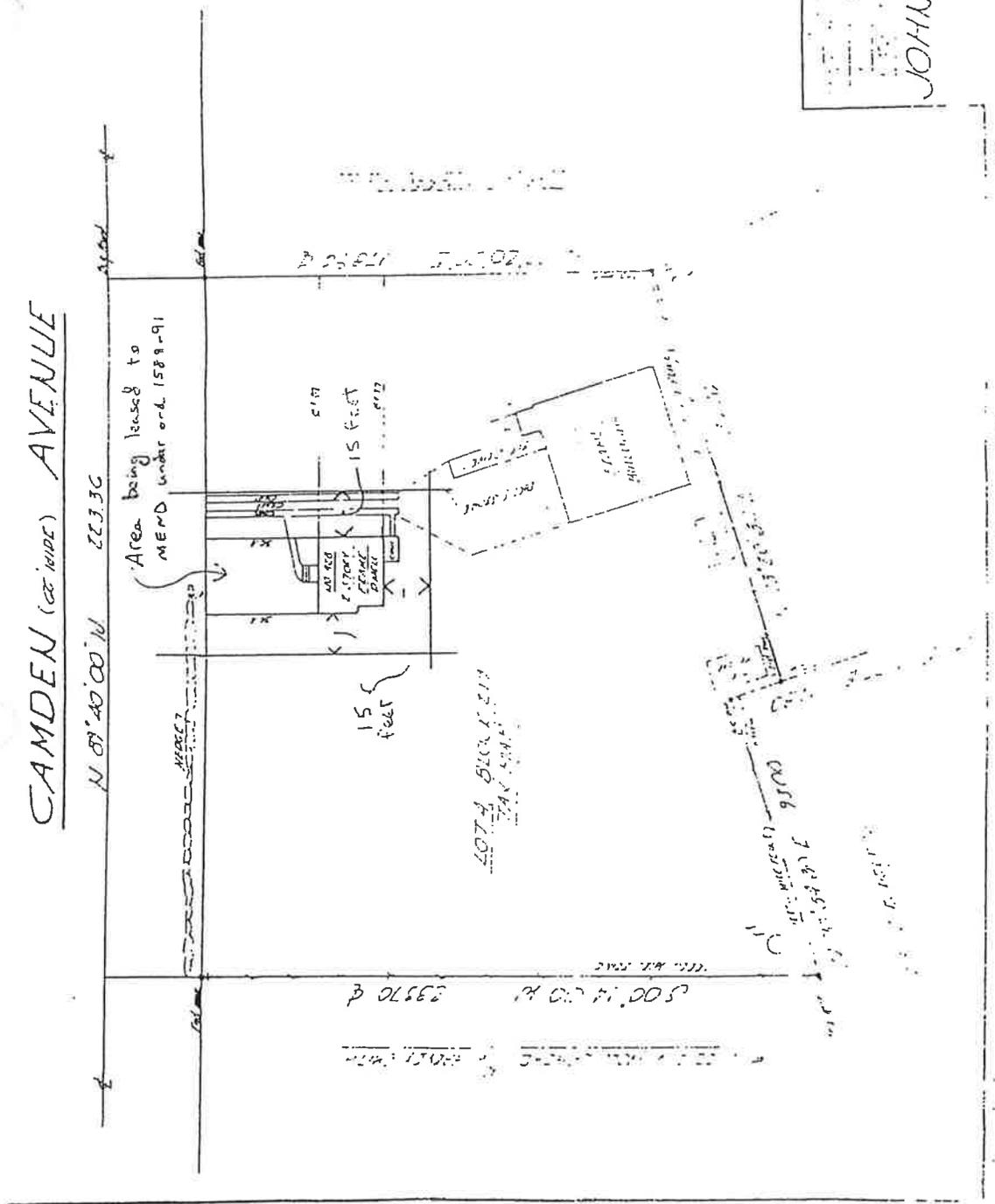
500' 14' 00" W 335.00

500' 14' 00" W 335.00

LOT 1000

of the following dimensions:
The boundary lines of the
lot shown on this plan
are shown in accordance with the
survey of the lot
to which the
lot shown
is adjacent.

JOHN E. CEYLA



DEED

Prepared by: (Print name above signature)
William B. Scatchard, Jr.
William B. Scatchard, Jr.

This Deed is made on January 30, 1991

BETWEEN THE D'OLIER FOUNDATION, by James Hull, Louis R. Matlack and Grace R. Walton, its successor Trustees in accordance with that certain Agreement dated November 18, 1964 by Mabel C. S. D'Olier, grantor therein

whose address is 611 Medford Leas, Medford, New Jersey 08055, referred to as the Grantor,

AND THE TOWNSHIP OF MOORESTOWN in the County of Burlington, a municipal corporation of the State of New Jersey,

whose post office address is 111 West Second Street, Moorestown, New Jersey 08057, referred to as the Grantee

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of One Hundred and Fifty Thousand Dollars (\$150,000.00).

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Moorestown
Block No. 219 Lot No. 4 Account No.
 No property tax identification number is available on the date of this deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Moorestown of the County of Burlington and State of New Jersey. The legal description is:

BEGINNING at a point in the center line of Camden Avenue corner to lands n or formerly of the Township of Moorestown; thence

- (1) North 89 degrees 40 minutes West, along said center line of Camden Avenue, a distance of 223.36 feet to a point in same, corner to lands formerly of Lizzie V. Hollinshead now Harvey Smith; thence
- (2) Along lands of said Smith, South 0 degrees 14 minutes West, 233.70 feet to a point corner to lands of S. Rudderow; thence
- (3) North 70 degrees 54 minutes 30 seconds East, partly along said lands of Rudderow, 93 feet to a point corner to same; thence
- (4) South 14 degrees 54 minutes East, along said lands of Rudderow, 16.80 feet to a point in same; thence
- (5) North 73 degrees 20 minutes 30 seconds East, 136.76 feet to a point corner to lands of the Township of Moorestown; thence
- (6) North 0 degrees 20 minutes East, along said lands of the Township of Moorestown, 178.96 feet to the point and place of beginning.

BEING Lot 4, Block 219, Tax Map.

BEING the same land and premises which Burlington County Trust Company, a Jersey corporation, and Marshall P. Sullivan, Jr., Executors under the Last Will and Testament of Mabel C. S. D'Olier, deceased, by their Deed dated December 1, 1966, granted and conveyed unto The D'Olier Foundation, recorded December 23, 1966, in the Clerk's Office of Burlington County in Deed Book 1632, page 575.

DEED

THE D'OLIER FOUNDATION,
by James Hull, Louis R. Matlack
and Grace R. Walton, its successor trustees

Grantor.

(0)

THE TOWNSHIP OF MOORESTOWN

Grantee.

Dated: January 30, 1991

Record and return to:

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

THE D'OLIER FOUNDATION

Witnessed by:

William B. Scatchard, Jr.

By: *James D. Hull, Jr.* (Seal)
James Hull, Trustee James D. Hull, Jr.

Louis R. Matlack (Seal)
Louis R. Matlack, Trustee

Grace R. Walton (Seal)
Grace R. Walton, Trustee

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on *January 30*, 19 *91*

James D. Hull, Jr.
~~James Hull~~, Louis R. Matlack and Grace R. Walton personally came before me and acknowledged ~~under oath~~, to my satisfaction, that this person (or if more than one, each person):

- DM*
- (a) is named in and personally signed this Deed;
 - (b) signed, sealed and delivered this Deed as his or her act and deed; and
 - (c) made this Deed for \$ 150,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

William B. Scatchard, Jr.
(Print name and title below signature)
William B. Scatchard, Jr.
Attorney at Law of
New Jersey

OA 11/26/90 - VII. A. - INTRODUCED

OA 12/10/90 - II. A. - ADOPTED

OK'd 12/10/90

12/13/90 DM

V.I. A. I.

ORDINANCE #1559-90

AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF BURLINGTON AND STATE OF NEW JERSEY APPROPRIATING \$170,000 AND AUTHORIZING THE ISSUANCE OF \$161,900 IN NOTES OR BONDS OF THE TOWNSHIP TO BE USED FOR THE PURCHASE OF REAL ESTATE (BLOCK 219, LOT 4 -- D'OLIER TRACT).

BE IT ORDAINED, by The Township Council of The Township of Moorestown in the County of Burlington and State of New Jersey, not less than two-thirds of all members thereof affirmatively concurring as follows:

SECTION I: The purposes described in Section III of this Ordinance are hereby authorized to be accomplished by the Township Council of The Township of Moorestown, in the County of Burlington, and State of New Jersey. For said purposes there is hereby appropriated the sum of money in Section III as the appropriation made therefor, the said sum being inclusive of all appropriations heretofore made therefor, and amounting in the aggregate to \$170,000 including the aggregate sum of \$8,100 downpayment for said purposes required by law, and more particularly described in Section III and now available therefor by virtue of provisions in the budget or budgets of The Township of Moorestown previously adopted.

SECTION II: For the financing of said purposes and to meet a portion of the sum of \$170,000 not met by said downpayment or from other sources, negotiable bonds of The Township of Moorestown, in the County of Burlington, and State of New Jersey, are hereby authorized to be issued in the principal amount of \$161,900 pursuant to the Local Bond Law of the State of New Jersey. In anticipation of the issuance of said bonds and temporarily to finance said purposes, negotiable notes of The Township of Moorestown, in the County of Burlington and State of New Jersey, in the principal amount not exceeding \$161,900 are hereby authorized to be issued pursuant to said Local Bond Law. The maximum rate of interest shall not exceed that as authorized by law.

SECTION III: The purposes of the financing for which said obligations shall be issued, the appropriation made, and the estimated amount of notes and bonds to be issued and the downpayment for said purposes are as follows:

The purchase of real estate known as Block 219, Lot 4 on the 1989 tax map of The Township of Moorestown, commonly known as the D'Olier tract; including the demolition of structures, the removal of debris, clearing and securing of the property, together with all engineering, legal and other expenses. The Mayor and Township Clerk are hereby authorized to sign an agreement of sale as may be approved by the Township Attorney.

>>>>

APPROPRIATION AND ESTIMATED MAXIMUM AMOUNT OF MONEY:	\$170,000
ESTIMATED MAXIMUM AMOUNT OF BONDS AND NOTES:	\$161,900
DOWN PAYMENT FROM THE CAPITAL IMPROVEMENT FUND:	\$ 8,100

SECTION IV: The following matters are hereby determined and stated by The Township Council of The Township of Moorestown:

(a) The purposes described in Section III hereof are not current expenses and are improvements which The Township of Moorestown may lawfully make or acquire, and no part of the cost thereof has been or shall be assessed to property specially benefitted thereby.

(b) The average period of usefulness of said purposes within the limitations of Section 40A:2-21 and 40A:2-22 of the Local Bond Law and according to the reasonable life thereof, and taking into consideration the respective amounts and obligations to be issued for said purposes, is forty (40) years.

(c) The supplemental debt statement required by the said Local Bond Law has been duly made and filed in the Office of The Township Clerk of the said Township, and such statement so filed shows that the gross debt of the said Township of Moorestown as defined by Section 40A:2-43 of said Local Bond Law is increased by this Ordinance in the amount of \$161,900 and that the issuance of bonds and notes authorized by this Ordinance will be within all debt limitation prescribed by said Law.

(d) The aggregate amount for items of expense permitted under N.J.S. 40A:2-20 of the Local Bond Law and included in the estimate of costs for the purposes authorized by this Bond Ordinance is \$5,000.

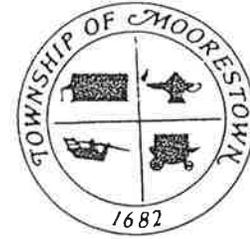
SECTION V: The full faith and credit of The Township of Moorestown is hereby pledged to the punctual payment of the principal and interest of said obligation authorized by this Ordinance. Said obligation shall be direct, unlimited obligations of The Township of Moorestown, in the County of Burlington and State of New Jersey, and The Township shall be obligated to levy ad valorem taxes upon all taxable property within the Township for the payment of said obligations and interest thereon without limitation of the rate or amount.

SECTION VI: This Ordinance shall take effect twenty (20) days after the first publication thereof, after final passage, as provided by Section 40A:2-18 of said Local Bond Law, and shall be cited as Ordinance #1559-90.

3/11/91 OA - V. A. - INTRODUCED
3/25/91 OA - III. B. - ADOPTED

The Township of MOORESTOWN

111 W. SECOND St., • MOORESTOWN • NEW JERSEY 08057 • (609) 235-0912



F
Dover
Acquison

ORDINANCE NO. 1569-91

AN ORDINANCE OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOORESTOWN IN BURLINGTON COUNTY, STATE OF NEW JERSEY AUTHORIZING A LEASE OF A PORTION OF BLOCK 219 LOT 4 (428 CAMDEN AVENUE) FOR LOW OR MODERATE HOUSING PURSUANT TO N.J.S.A. 40A:12-14

WHEREAS, the Township of Moorestown is the owner of certain lands and premises known as Block 219 Lot 4 and commonly known as 428 Camden Avenue; and

WHEREAS, Moorestown Ecumenical Neighborhood Development Inc. (M.E.N.D., Inc.), a nonprofit corporation of the State of New Jersey, desires to lease a portion of said property from the Township in order to operate the dwelling on said property as a low or moderate income dwelling unit; and

WHEREAS, the Township is authorized pursuant to N.J.S.A. 40A:12-14 to lease said property to M.E.N.D. Inc. for the public purpose of providing additional low or moderate income housing;

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Moorestown in Burlington County, State of New Jersey as follows:

1. A portion of certain Township real estate known as Block 219 Lot 4 and also known as 428 Camden Avenue shall be leased to M.E.N.D., Inc. in accordance with the provisions of N.J.S.A. 40A:12-14 and 40A:12-15 for a period of twenty (20) years. The specific portion of said property is depicted on a drawing on file with the Township Clerk.
2. Said lease shall include this ordinance as a part thereof and shall contain the following provisions:
 - a. M.E.N.D., Inc. shall pay the Township rent in the amount of 5% of M.E.N.D.'s gross rental income from the property.

1. 2a
- b. M.E.N.D., Inc. shall pay or cause to be paid all utility bills and costs of maintaining the portion of the property in the same condition as said property is at the start of this lease. Said maintenance shall include, but is not limited to such things as: cutting grass, snow & ice removal, trimming shrubs and trees, repairing and replacing water heaters, furnaces, boilers, plumbing lines and fixtures, electrical lines and fixtures, roof repairs, and other structural repairs; provided however that if any such damage is, in the opinion of the Township Manager, so extensive so as to render the structure uninhabitable then said lease shall terminate.
 - c. M.E.N.D., Inc., shall sublet said property for the public purpose of providing low or moderate income dwellings, as defined by applicable state laws and regulations. To the extent practical and permitted by law, M.E.N.D., Inc. shall give preference in renting the unit to a qualified Moorestown family.
 - d. M.E.N.D., Inc. shall file a written report at least annually with the Township Manager which shall set forth the use to which the leasehold has been put, including the income from the sublease; the activities it has taken in furtherance of the public purpose for which this lease was granted; the appropriate value of such activities and an affirmation of the continued tax exempt status of M.E.N.D., Inc pursuant to both state and federal Law.
 - e. The driveway shall remain available for access to the balance of the property and shall at no time be blocked. One parking space closest to the back of the dwelling shall be dedicated to the use of the tenant.
 3. The Township Manager, or his designee, shall be responsible for the enforcement of the provisions of this ordinance, the lease authorized hereunder, and all other applicable Township ordinances.

4. This lease shall be subject to all the terms and conditions of the deed conveying the land and premises to the Township.
5. The Mayor and Township Clerk are hereby authorized to sign said lease and other documents as may be necessary to implement this ordinance.
6. This ordinance shall take effect upon adoption and publication according to law and may be cited as Ordinance No. 1569-91.

THE TOWNSHIP OF MOORESTOWN

Departmental Memorandum

Date January 29, 1991

To: Margie P. Murphy, Township Clerk
From: John T. Terry, Township Manager
Subject: D'Olier Property - Agreement of Sale

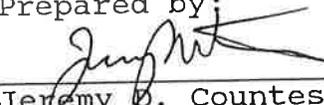
For your records, attached is the executed agreement and executed addendum to the agreement of sale among successor Trustees of The D'Olier Foundation and The Township of Moorestown, dated January 21, 1991.

Attachments

Copies to: Jack R. Lallier
John M. Schoenberg

With copy of attachments.

Prepared by:


Jeremy D. Countess, Esq.
COUNTESS & SHELLEY
250 West Main Street
Moorestown, NJ 08057

AGREEMENT OF SALE

THIS AGREEMENT, made this 21st day of *January*, 1991,
between:

JAMES D. HULL, JR., LOUIS R. MATLACK and GRACE R.
WALTON, successor Trustees of **THE D'OLIER
FOUNDATION**, a Foundation established by Agreement
dated November 18, 1964 by Mabel C. S. D'Olier as
Grantor, (hereinafter "Seller"),

and

**THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF
BURLINGTON**, a municipal corporation of the State of
New Jersey, with offices at 111 West Second Street,
Moorestown, New Jersey 08057 (hereinafter "Buyer").

In consideration of the mutual covenants contained
herein, the parties hereby agree as follows:

1. **AGREEMENT TO SELL AND CONVEY:** Seller hereby agrees
to sell and convey to Buyer and Buyer hereby agrees to
purchase from Seller, subject to the terms and conditions
hereinafter set forth, that certain lot of land and buildings
located in the Township of Moorestown, County of Burlington,
and State of New Jersey, known as The D'Olier Property,
Camden Avenue, Moorestown, New Jersey (designated as Lot 4,
Block 219 on the municipal tax map and consisting of 1.044
acres with 223 feet of frontage on Camden Avenue and a depth
of 204 feet), including the land, the buildings and
improvements on the land (hereinafter referred to as the
"Property").

2. **PURCHASE PRICE:** The purchase price to be paid for
the Property shall be **ONE HUNDRED FIFTY THOUSAND DOLLARS**
(\$150,000.00). Said purchase price shall be paid at the
closing by escrow agent or Buyer delivering to Seller a
certified, bank cashier's check or title company's check in
the aforesaid amount less adjustments as hereafter described.

3. **CLOSING OF TITLE:** The closing of title shall take place at the offices of Countess & Shelley, 250 West Main Street, Moorestown, New Jersey 08057, or at Buyer's designated New Jersey title insurance company, on or before January 31, 1991, during normal business hours of which time is of the essence of this agreement.

4. **PRECLOSING ACTIVITIES:** Prior to closing:

(a) Buyer, its agents and representatives, shall have the right, at any reasonable time, and from time to time, to enter onto the Property and to perform at Buyer's own cost and expense, test borings, soil analysis, surveying, engineering and examinations as Buyer shall deem appropriate. Buyer agrees to indemnify Seller against liability caused by the activities of Buyer under this paragraph.

(b) Seller shall use its best efforts to maintain the Property in its present condition.

5. **TITLE:**

(a) At closing, title to the Property to be delivered to Buyer hereunder shall be fee simple and shall be: (1) good and marketable and free and clear of all tenancies, liens, encumbrances and title objections other than those agreeable to Buyer, and (2) insurable as such, at regular rates by a reputable title insurance company doing business in New Jersey selected by Buyer.

(b) Within fifteen (15) days from the date of the satisfaction of the condition precedent described in paragraph 11 of this Agreement, Buyer shall apply for a commitment for title insurance. Seller agrees to cooperate with Buyer and Title Company in connection therewith, including without limitation, delivering to Buyer promptly upon request, copies of any deeds and title policies in Seller's possession. Within fifteen (15) days after Buyer receives the latter of (1) the Title Commitment and copies of all exceptions set forth therein, and (2) a survey showing the location any such title exceptions on the Property, Buyer shall deliver a copy of the Title Commitment and survey to Seller, together with a notice to Seller of the existence of any exceptions which are unsatisfactory to Buyer (such exceptions, together with any additional title exceptions not agreed to by Buyer, are herein called "Title Defects").

(c) (1) If Buyer notifies Seller of the existence of any Title Defects, Seller shall have fifteen (15) days within which to notify Buyer whether it intends to cure such Title Defects, and the failure to notify Buyer within such period shall be conclusively deemed to be an agreement by Seller to cure the Title Defects.

(2) If Seller notifies Buyer of its intention not to cure any Title Defects, Buyer shall have fifteen (15) days thereafter to notify Seller of its decision whether to

take such title as Seller may give, without abatement of the purchase price, or of terminating this Agreement, and in the latter event, any deposit shall be returned to Buyer, this Agreement shall terminate, and the rights and liabilities of the parties shall terminate. If any defect exists which is capable of being cured through the payment or escrowing of a liquidated amount of money Seller shall be required to pay into escrow such amount from the proceeds of the purchase price.

6. POSSESSION AND CONVEYANCE:

(a) Possession of the Property is to be given at the time of Closing hereunder, free of all leases and other occupancy, by delivery by Seller to Buyer of a Bargain and Sale Deed with Covenants against Grantor's Acts in proper form for recording, together with an affidavit of title in usual form.

(b) The sale of the Property to Buyer shall also be deemed to include all right, title and interest of Seller in and to (1) any adjacent streets and roads; (2) any unpaid condemnation awards resulting from any taking affecting the Property; (3) any riparian rights relating to the Property; (4) any improvements on the Property; and (5) and licenses, easements, permits, approvals, agreements and other rights benefiting the Property.

7. COSTS AND ADJUSTMENTS:

(a) Buyer shall pay the cost of recording the Deed.

(b) Buyer shall pay the cost of insuring its title to the Property pursuant to the terms of this Agreement.

(c) Buyer shall pay the attendance fees of the Title Company's settlement clerk.

(d) Real estate taxes, fuel oil, water, sewer, and insurance premiums (if policies assumed) shall be prorated as of the Closing Date, and paid in cash at the Closing.

8. EXPENSES: Each party hereto will pay the expenses incurred in connection with this Agreement, whether or not the transactions contemplated by this Agreement are consummated, except as is otherwise specifically provided for herein.

9. DAMAGE TO OR DESTRUCTION OF THE PROPERTY: Should the Property be substantially damaged by fire, disaster or any other cause, or any substantial portion thereof be affected by condemnation prior to the Closing hereunder, if such damage exceeds \$10,000.00 to repair, either party shall have the right to cancel this Agreement, in which case any deposit monies and interest thereon, if any, shall be returned to Buyer; provided, however, that Buyer and Seller shall first

attempt to negotiate an adjustment in the purchase price. If the damage is less than \$10,000.00, the Seller shall use its best efforts to correct the same prior to the Closing, and the same shall be extended for such reasonable time as shall be necessary to complete the restoration and repairs. The Buyer shall have the right to accept an assignment of the Seller's insurance or condemnation claim in lieu of the Seller's obligation to repair casualty damage.

10. **NOTICES:** All notices to be given by either party to the other shall be in writing, mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

To the Buyer:

John T. Terry, Manager
Township of Moorestown
111 West Second Street
Moorestown, NJ 08057

With copy to:

Jeremy D. Countess, Esq.
COUNTESS & SHELLEY
250 West Main Street
Moorestown, NJ 08057

To the Seller:

James D. Hull, Jr.
611 Medford Leas
Medford, NJ 08055

Louis R. Matlack
55 East Maple Avenue
Moorestown, NJ 08057

Grace R. Walton
405 South High Street
Moorestown, NJ 08057

With copy to:

William B. Scatchard, Jr., Esq.
CAPEHART & SCATCHARD
8000 Midlantic Drive
Mt. Laurel, NJ 08054

Notices shall be deemed given on the day of the mailing thereof or upon hand delivery to the attorneys or agents for the party to whom same is addressed.

11. **CONDITION PRECEDENT:** Buyer shall have no obligation under this Agreement unless and until appropriate municipal ordinances have been duly adopted and published authorizing the purchase, and financing thereof, of the Property.

12. **AMENDMENT:** This Agreement may not be changed other than by an instrument in writing, signed by the party against which the enforcement of the change is sought.

13. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the respective parties, and their successors and assigns, heirs and personal representatives, except as otherwise expressly provided herein.

14. **CONSTRUCTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. All terms and words used in this Agreement, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

15. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

16. **RECORDATION:** Neither this Agreement nor any memorandum thereof shall be recorded.

17. **PARAGRAPH HEADINGS:** Paragraph headings are inserted herein solely to facilitate reading of this Agreement, and they shall not be utilized to construe, interpret, affect or modify the terms of this Agreement.

18. **SOLE AGREEMENT; PRIOR AGREEMENTS:** This Agreement constitutes the entire agreement between the parties, respecting the subject matter hereof, and in no event shall either party be charged with any covenant, representation, warranty, guarantee, indemnify, or other agreement, except to the extent expressly stated in this Agreement.

19. **BUYER'S SPECIAL COVENANTS:**

(a) Buyer has inspected and examined the land and all buildings and improvements thereon and is thoroughly acquainted with their respective quality, nature, condition and use. With respect to the physical condition of the Property, Buyer hereby expressly covenants and agrees that it shall acquire the Property, land and improvements hereunder "as is, where is" as of the date hereof, further subject to reasonable use, wear, tear and natural deterioration between the date hereof and the Closing Date.

20. **FIRPTA:** The Seller is not a "foreign person" as defined in the Foreign Investment in Real Estate Tax Act, and will deliver a signed certification to that effect at settlement.

21. **ECRA:** The Seller warrants and represents that to the best of Seller's knowledge, and except for home heating oil, no toxic or hazardous substance, as defined in the Environmental Cleanup Responsibility Act have been stored, used or handled on the property, and shall deliver to the Buyer a letter of non-applicability from the N.J.D.E.P. at the settlement.

22. **BROKERS:** Each party warrants and represents to the other that no broker has assisted with this transaction, and none is entitled to a commission.

23. **DEED RESTRICTIONS:** Seller and Buyer agree that Seller's Deed to Buyer shall include the following restrictions as to Buyer's use of the Property, which restrictions shall be in form approved jointly by Buyer's and Seller's attorneys:

(a) The property shall not be developed or subdivided.

(b) The property shall be maintained in perpetuity as open space, conserving its natural, scenic, aesthetic and ecological value.

(c) The property may not be used for any commercial or profit-making purposes or activities, but shall be limited in use to the community and to not-for-profit organizations.

(d) Low intensity recreation structures such as benches or similar items may be placed on the property, but otherwise no permanent structures may be placed on it for any purpose. This prohibition will include fireplaces, fountains, playground equipment or toilet facilities.

(e) The grounds may be used for community purposes such as community gardens, horticultural demonstrations, propagation of plantings, community purposes and in general, in a manner suitable for indigenous flora and fauna.

(f) A reasonable area may be utilized for off-street parking as an ancillary use. This area, if created, shall have porous paving and discontinuous curbing, and may not be used for neighborhood or overnight parking.

(g) If the residence on the property is uninhabitable, destroyed or demolished, it will never be replaced. Thereafter, no buildings will be erected on the property and it will be maintained forever thereafter as open space.

(h) To the extent allowed by law and as reasonable, preference will be given to MEND to act as agent for the buyer regarding supervision or management of the house upon the property. To the extent permitted by law, preference will be given to a Moorestown family of low or moderate income as tenants for the house.

see addendum
IRM
JRH

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto set their hands and seals the year and date first above written.

Witness:

Dorothy V. Hull
Alice D. Millack
J. Philp Graebell

THE D'OLIER FOUNDATION

By: James D. Hull, Jr.
James D. Hull, Jr. Trustee
By: Louis R. Matlack
Louis R. Matlack Trustee
By: Grace R. Walton
Grace R. Walton Trustee

THE TOWNSHIP OF MOORESTOWN
IN THE COUNTY OF BURLINGTON

Attest:

Margie A. Murphy

By: Walter T. Maahs
Walter T. Maahs, Mayor

TWP1DOLR

ADDENDUM TO AGREEMENT OF SALE

THIS ADDENDUM to an Agreement of Sale dated January 21, 1991 by and between JAMES D. HULL, JR., LOUIS R. MATLACK and GRACE R. WALTON, successor Trustees of THE D'OLIER FOUNDATION, a Foundation established by Agreement dated November 18, 1964 by Mabel C.S. D'Olier as Grantor, hereinafter Seller, and THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF BURLINGTON, a municipal corporation of the State of New Jersey, with offices at 111 West Second Street, Moorestown, New Jersey 08057, hereinafter Buyer;

WHEREAS

The parties hereto have entered into said Agreement of Sale and desire and intend to modify, supplement and amend it;

Therefore, for the consideration hereinafter set forth and as recited in the Agreement of Sale;

It is stipulated and agreed that said Agreement of Sale is modified, supplemented and amended as follows:

1. The following shall be substituted for Paragraph 23 of the Agreement of Sale, and will take the place of the language of the paragraph 23 previously included:

23. DEED RESTRICTIONS: Seller and Buyer agree that Seller's Deed to Buyer shall include the following restrictions as to Buyer's use of the Property, which restrictions shall be in form approved jointly by Buyer's and Seller's attorneys:

(a) The property shall not be developed or subdivided.

(b) The property shall be maintained in perpetuity as open space, conserving its natural, scenic, aesthetic and ecological values.

(c) The property may not be used for commercial or profit-making purposes or activities, but shall be limited in use to the community and to not-for-profit organizations.

(d) Low intensity recreation structures such as benches or similar items may be placed on the property, but otherwise no permanent structures may be placed on it for any purpose. This prohibition will include fireplaces, fountains, playground equipment or toilet facilities.

(e) The grounds may be used for community purposes such as community gardens, horticultural demonstrations, propagation of plantings, community purposes and in general, in a manner suitable for indigenous flora and fauna.

(f) Consistent with the concepts and limitations hereinabove expressed in subparagraphs (b), (c), (d) and (e) and with the philosophy of maintaining the property as open and

undeveloped space, an area may be utilized for off street parking facilities as a subsidiary use. This parking area may not exceed twenty five (25%) percent of the total area of the tract, and, if created, shall have porous paving and discontinuous curbing, and may not be used for neighborhood or overnight parking.

(g) If the residence on the property is uninhabitable, destroyed or demolished, it will never be replaced. Thereafter, no buildings will be erected on the property and it will be maintained forever thereafter as open space.

While they are not to be included in the Deed as restrictions, the following terms and conditions are also acceptable to the parties:

(a) The barn upon the property will be demolished and removed within one hundred and eighty (180) days after title to the property passes to Buyer.

(b) The residence on the property may be rented only to a qualified low or moderate income family or the equivalent thereof. MEND shall act as agent for Buyer regarding the rental, supervision and management of the house. To the extent allowed by law and as reasonable, preference in rental will be given to a Moorestown family.

2. Otherwise, the Agreement of Sale will remain as originally executed, and no other changes or modifications, other than in writing and acknowledged by the signatures of all parties will be recognized.

The parties hereto have affixed their hands and seals this day of January, 1991.

Witness:

Dorothy S. Hull

Ellie D. Matlack

J. Philip Zarembak

THE D'OLIER FOUNDATION

BY: James D. Hull, Jr.
James D. Hull, Jr. - Trustee

BY: Louis R. Matlack
Louis R. Matlack - Trustee

BY: Grace R. Walton
Grace R. Walton - Trustee

THE TOWNSHIP OF MOORESTOWN
IN THE COUNTY OF BURLINGTON

Attest:

Margie Murphy

BY: Walter T. Maahs
Walter T. Maahs, Mayor

Block: 2001 Prop Loc: 428 CAMDEN AVE Owner: MOORESTOWN TOWNSHIP Square Ft: 0
 Lot: 6 District: 22 MOORESTOWN TWP 08057 Street: 111 W 2ND ST Year Built:
 Class: 15C City State: MOORESTOWN, NJ Zip: 08057 Bldg:

Additional Information

Prior Block: 219 Acct Num: 20025000
 Prior Lot: 4 Mtg Acct:
 Prior Qual: Bank Code: 00000
 Updated: 05/07/02 Tax Codes: F01
 Zone: Map Page: M20

Addl Lots:
 Land Desc: 223X204
 Bldg Desc: 2SF
 Class4Cd:
 Acreage: 1.044

EPL Code: 04 01 997
 Statute: 54:04-03.03
 Initial: 010176 Further: 112383
 Desc: RESIDENCE
 Taxes: (57): 0.00
 (58): 0.00

Sale Date: 01/30/91 Book: 4163 Page: 345
 Last Sale Price: 150000 NU#:

Ratio: 0.00

TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed
2007	MOORESTOWN TOWNSHIP 111 W 2ND ST MOORESTOWN, NJ 08057	88900 31200 120100	0	120100
2006	MOORESTOWN TOWNSHIP 111 W 2ND ST MOORESTOWN, NJ 08057	88900 31200 120100	0	120100
2005	MOORESTOWN TOWNSHIP 111 W 2ND ST MOORESTOWN, NJ 08057	88900 31200 120100	0	120100
2004	MOORESTOWN TOWNSHIP 111 W 2ND ST MOORESTOWN, NJ 08057	88900 31200 120100	0	120100

Project / Program Information Form

MEND – Creed II Apartments – 315 Chester Avenue

PROJECT / PROGRAM INFORMATION FORM

Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: Creed II Apartments

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

1-31-2007

Deleted from Plan
(date approved by COAH) _____)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: 315 Chester Avenue

Project Block/Lot/Qualifier (list all) 4308 / 14

Project Acreage: 0.35

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: MEND

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Construction Type (circle one)

New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

Conversion Court Project Density Increase Granted Mediated Project

Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project

RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no **Round waiver was granted** R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 **Number of market units completed** 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage² 53%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

² "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project \$490,000.00

Municipal or RCA funds expended 0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing - Home Express DCA - Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit

HMFA HMFA HOME MONI Section 8 Small Cities Other The Reinvestment Fund; DCA Fire Subsidy
Burlington County Home

Effective date of affordability controls _____

Length of Affordability Controls (in years) 0 or Perpetual

Administrative Agent MEND

PART C - COUNTS

Affordable Unit Counts

Total non-age-restricted 8 Sales _____ Rentals 8 Total age-restricted 0 Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ³	<u> </u>	<u> </u>
35% of median income ⁴	<u> 1 </u>	<u> </u>
50% of median income	<u> 3 </u>	<u> </u>
<u>Moderate Income</u>		
80% of median income	<u> 4 </u>	<u> </u>

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)
⁴ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	<u>4</u>	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	<u>4</u>	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 8

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

Funding Sources

MEND Creed II Project	A	B	C	D	E
Funding Sources	TOTAL	DURING PREDEVELOPMENT	DURING CONSTRUCTION	AT PERMANENT CLOSING	AFTER PERMANENT CLOSING
The Reinvestment Fund	\$ 50,000.00	\$ 50,000.00			
NJHMFA	\$ 140,000.00		\$ 140,000.00		
NJ DCA HOME Funds	\$ 456,000.00		\$ 456,000.00		
Burlington Co. HOME Funds	\$ 456,000.00		\$ 456,000.00		
NJ DCA Fire Suppression Subsidy	\$ 15,000.00		\$ 15,000.00		
TOTALS	\$ 1,117,000.00	\$ 50,000.00	\$ 1,067,000.00	\$ -	\$ -

F-11

BURLINGTON COUNTY CLERK

2007 MAY -9 A 10:10

22/84
Accom. memo
INFINITY TITLE AGENCY, INC.
33 EAST MAIN STREET, UNIT 2
MOORESTOWN, NJ 08057
856-727-0818 - FAX 856-727-5173
sjones@infinitytitle.com

Deed Restriction

To State Regulated Multi-Family Rental Property With Covenants Restricting Rentals, Conveyance and Improvements And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 8th day of May, 2007, by and between the State of New Jersey, Department of Community Affairs, Division of Housing, (the "State"), and Frog Holler Farms, Inc a wholly owned subsidiary of Moorestown Ecumenical Neighborhood Development, Inc. a New Jersey non profit corporation having offices at 99 East Second Street, Moorestown, New Jersey 08057 the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project subsidized by the State Of New Jersey (the "Project") in cooperation with the Housing Affordability Service of the New Jersey Housing Mortgage and Finance Agency (NJHMFA) ("Administrative Agent"), under the HOME Production Program:

WITNESSETH

Article 1. Consideration

In consideration of the subsidies received for the Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Moorestown, County of Burlington, State of New Jersey, and described more specifically as Block No.4308 Lot No. 14, and known by the street address:

315 Chester Avenue
Moorestown, NJ 08057

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing upon the earlier of the date hereof or the date on which the first certified household occupies the unit, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release

the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the State of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the Administrative Agent and the State within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the State and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the State shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the State and Owner have executed this Deed Restriction in triplicate as of the date first above written.



FROGHOLLER FARMS, INC.

BY: Matthew A. Reilly
MATTHEW A. Reilly, President Title

APPROVED BY THE STATE OF NEW JERSEY

BY: Paul F. Dice
Paul F. Dice Acting Director

ACKNOWLEDGEMENTS

On this the 7 day of May, 2007 before me came Paul F. Dice, to me known and known to me to be the Acting Director Department of Housing of the Department of Community Affairs of the State of New Jersey, who states that he has signed said Agreement on behalf of said State for the purposes stated therein.

Nicole L. Burton
NOTARY PUBLIC

NICOLE L. BURTON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 26, 2008

On this the 8th day of May, 2007 before me came Matthew Reilly, to me known and known to me to be President, Frog Holler Farms the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

Stephanie Lynn Blackwell
NOTARY PUBLIC

STEPHANIE LYNN BLACKWELL
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 9/25/2009



RECORDING DATA PAGE

Consideration :
Code :
Transfer Fee :
Recording Date: 05/10/2007
Document No : 4444806 ccjones

INFINITY TITLE AGENCY INC
33 EAST MAIN STREET
UNIT 2
MOORESTOWN, NJ 08057

Receipt No : 706778
Document No : 4444806
Document Type : DECR
Recording Date: 05/10/2007
Login Id : ccjones

Recorded
May 10 2007 03:09pm
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

DB6487 PG301

Project / Program Information Form

MEND – Linden Place – 320 Pearl Street

PROJECT / PROGRAM INFORMATION FORM

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: Linden Place – 320 Pearl Street

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

10-31-89

Deleted from Plan
(date approved by COAH) _____)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: 320 Pearl Street

Project Block/Lot/Qualifier (list all) 5909 / 3

Project Acreage: 1.50

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: MEND

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) Conversion Court Project Density Increase Granted Mediated Project
Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project
RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 Number of market units completed 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ² 50%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

² "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project \$0

Municipal or RCA funds expended \$0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding Balanced Housing Balanced Housing - Home Express DCA - Low Income House Tax Credit NPP DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit HMFA HMFA HOME MONI Section 8 Small Cities Other

Effective date of affordability controls October 31, 1989

Length of Affordability Controls (in years) 50 or Perpetual

Administrative Agent MEND

PART C - COUNTS

Affordable Unit Counts

Total non-age-restricted 0 Sales Rentals Total age-restricted 26 Sales Rentals 26

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

Table with 3 columns: Low Income, Non-age restricted, Age-restricted. Rows include 30% of median income, 35% of median income, 50% of median income, Moderate Income, and 80% of median income.

Note: 30% = less than or equal to 30 percent of median income; 35% = greater than 30 percent and less than or equal to 35 percent of median income; 50% = greater than 35 percent and less than or equal to 50 percent of median income; 80% = greater than 50 percent and less than 80 percent of median income

Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	<u>8</u>	1 bedroom low	<u>18</u>	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 26

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

ORDINANCE NO. 1598-91

AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF BURLINGTON AUTHORIZING THE PRIVATE SALE OF CERTAIN REAL PROPERTY OF THE TOWNSHIP OF MOORESTOWN TO MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC. (M.E.N.D.) FOR THE PURPOSE OF PROVIDING HOUSING FOR THE ELDERLY AND HANDICAPPED PERSONS AND FAMILIES OF LOW AND MODERATE INCOME PURSUANT TO N.J.S.A. 40A:12-21(j) and (l).

WHEREAS, The Township of Moorestown in the County of Burlington ("Township") is the owner of land described as Block 285, Lot 3, on the tax map of the Township of Moorestown; and

WHEREAS, the Township has heretofore leased said land to Moorestown Ecumenical Neighborhood Development, Inc. ("M.E.N.D.") pursuant to a certain Lease Agreement dated January 17, 1986 and amended by First Amendment thereto dated December 14, 1987, for an initial term of fifty (50) years and subject to a renewal term of an additional twenty-five (25) years; and

WHEREAS, M.E.N.D. has heretofore constructed twenty-six (26) units of housing, known as Linden Place, for the elderly and handicapped persons and families of low and moderate income; and

WHEREAS, the Township hereby declares that the land is no longer needed for municipal purposes.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of The Township of Moorestown in the County of Burlington, that:

SECTION 1. The Township is hereby authorized to sell that certain land designated as Block 285, Lot 3, on the tax map of the Township of Moorestown to M.E.N.D. for the sum of One Dollar (\$1.00)

provided that such land and buildings thereon constructed by M.E.N.D. shall be used only for the purposes of M.E.N.D. in continuing to provide housing as aforesaid.

SECTION 2. Any profits derived from the resale of said land shall be applied by M.E.N.D. to the costs of (a) acquiring and rehabilitating other residential property in need of rehabilitation owned by the Township; or (b) constructing additional housing for low or moderate income persons or families or handicapped persons.

SECTION 3. (a) Said property shall have its deed restricted for sale and resale to and occupancy by the elderly and handicapped persons and families of low and moderate income as defined by the United States Department of Housing and Urban Development under its Section 202 Housing Program for the Elderly and Handicapped.

(b) The deed of conveyance to M.E.N.D. shall also contain a statement that if said property shall not be used for the purposes set forth in Section 1 of this Ordinance, then title thereto shall revert to the Township without any entry or re-entry made thereon on behalf of the Township, in accordance with N.J.S.A. 40A:12-21.

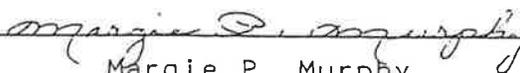
SECTION 4. All other requirements and limitations set forth in N.J.S.A. 40A:12-21, 40A:12-21(j) and 40A:12-21(l) shall govern this transaction.

SECTION 5. (a) The date and time for the consummation of the sale of said property shall be agreed mutually between the Township Manager and the Executive Director of M.E.N.D.

(b) For the purposes of consummating this sale in accordance with this Ordinance, the Township Manager and all other Township officers, agents and employees (under the direction of the Township Manager) are hereby authorized to execute and deliver such documents, take such steps and perform such actions as are reasonably required to sell the property and convey the Township's current title to the property to M.E.N.D.; the Mayor or Acting Mayor in his absence, is hereby authorized to sign a deed of conveyance, and the Township Clerk or any Deputy Clerk is authorized to witness his signature, affix the Township seal thereto, and deliver said deed.

SECTION 6. This Ordinance shall take effect on the earliest day following adoption and publication according to law, and may be cited as Ordinance No. 1598-91.

Certified to be a true and correct copy of an ordinance adopted by the Township Council of The Township of Moorestown at its regular meeting on December 9, 1991.


Margie P. Murphy
Township Clerk

DEED

Prepared by: (Print signer's name below signature)
Jeremy D. Countess
Jeremy D. Countess, Esq.

This Deed is made on December 10, 1991

BETWEEN THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF BURLINGTON,

a municipal corporation of the state of New Jersey with offices at 111 West Second Street, Moorestown, New Jersey 08057 referred to as the Grantor,

AND MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC. (M.E.N.D. INC.), a non-profit corporation,

Linden Place

whose post office address is 228 Chester Avenue, Moorestown, New Jersey 08057

The word "Grantee" shall mean all Grantees listed above, referred to as the Grantee.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR (\$1.00)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Moorestown
Block No. 285 Lot No. 3 Account No.
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)

Property. The property consists of the land ~~xxxxxxx~~ in the Township of Moorestown County of Burlington and State of New Jersey. The legal description is:

BEGINNING at a point in the southerly line of Linden Avenue (60 feet wide) with the intersection of the westerly line of Pearl Avenue (50 feet wide); thence (1) along the westerly line of Pearl Avenue South 21 degrees 20 minutes West 220.0 feet to the center line of a vacated alley; thence (2) along the center line of the vacated alley South 69 degrees 60 minutes 20 seconds West 359.68 feet to a point in line with the westerly line of Lot 40, as shown on plan of part of the Zellely Tract, dated August 1926; thence (3) along the aforesaid line North 20 degrees 09 minutes 40 seconds West 219.95 feet to a point in the southerly line of Linden Avenue; thence (4) along the southerly line of Linden Avenue, North 69 degrees 50 minutes 20 seconds East 355.18 feet to the point and place of beginning.

BEING Lots 35 to 40, Plan of Part of the Zellely Tract, dated August 1926, containing 1.8048 acres.

BEING the same lands and premises which became vested in The Township of Moorestown in the County of Burlington by Deed of The Board of Education of the Township of Moorestown dated May 13, 1968, and recorded in the Clerk's Office of Burlington County in Book 1670 of Deeds, Page 403.

UNDER AND SUBJECT to easements, rights of way, restrictions and conditions of record, if any, including those established by Release from Green Acres Contract dated November 28, 1988 and recorded in the Clerk's Office of Burlington County in Book 3784, Page 100.

This conveyance is made and the herein real property is sold subject to the following restriction, which shall run with the land, and shall be binding upon the Grantee, its successors, assigns and transferees: The property shall be used for sale and resale to and occupancy by the elderly and handicapped persons and families of low and moderate income as defined by the United States Department of Housing and Urban Development under its Section 202 Housing Program for the Elderly and Handicapped. If said property is not so used, then title shall revert to The Township of Moorestown without any entry or re-entry made thereon on behalf of said Township, in accordance with N.J.S.A. 40A:12-21.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

Attested by:

THE TOWNSHIP OF MOORESTOWN IN THE
COUNTY OF BURLINGTON

Margie P. Murphy
Township Clerk
Margie P. Murphy

By: *Walter T. Maahs*
Walter T. Maahs Mayor ~~President~~

STATE OF NEW JERSEY, COUNTY OF BURLINGTON
I CERTIFY that on December 10, 1991

SS.:

personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the ~~Secretary~~ of The Township of Moorestown in the County of Burlington, the corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is the Mayor ~~President~~ of the corporation;
- (c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper ~~ordinance~~ ordinance of its Township Council;
- (d) this person knows the proper seal of the corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$1.00 (Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on
December 10, 1991

Edward M. Volckhausen

EDWARD M. VOLCKHAUSEN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Dec. 3, 1994

Margie P. Murphy
Margie P. Murphy
(Print Name of attesting witness (do not signable))

Appendix I

Extension of Affordability Controls

file

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 197-2017

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC. FOR THE EXTENSION OF AFFORDABILITY CONTROLS ON ONE HUNDRED ONE (101) EXISTING HOUSING UNITS

WHEREAS, the Township and Moorestown Ecumenical Neighborhood Development, Inc. ("MEND") have a longstanding successful relationship in providing and securing affordable housing with Moorestown; and

WHEREAS, the Township and MEND remain dedicated to providing low and moderate income housing to individuals, families and households; and

WHEREAS, the time-based affordability controls of one hundred one (101) of the existing affordable housing units that MEND owns and leases with the Moorestown have expired, and Council and MEND have reached an agreement (attached hereto as "Exhibit A") which extends the affordability controls on those units for another thirty-year (30) term, as appropriate;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Moorestown in the County of Burlington that the Township Council that the Mayor and Township Clerk be and is hereby authorized to execute an appropriate form of agreement and take any and all additional steps necessary and legally required to enter an agreement with the Moorestown Ecumenical Neighborhood Development, Inc. pursuant to the conditions set forth in this Resolution above.

	VOTE:
DELGADO	YES
JORDAN	YES
LOCATELL	YES
NAPOLITANO	ABSENT
PETRIELLO	YES

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its regular meeting on November 13, 2017.

Vicki M Gough
Vicki M. Gough, RMC
Deputy Township Clerk

AFFORDABLE HOUSING AGREEMENT

THIS AGREEMENT is made on this 13th day of November, 2017 by and between the **TOWNSHIP OF MOORESTOWN**, a municipal corporation of the State of New Jersey, with offices at 111 West Second Street, Moorestown, New Jersey 08057 (hereinafter the "Township") and **MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC.** (hereinafter "MEND") a New Jersey non-profit housing corporation with offices at 99 East Second Street, Moorestown New Jersey 08057.

WHEREAS, the New Jersey Fair Housing Act, *N.J.S.A. 52:27D-301, et seq.* requires each municipality in New Jersey to provide its fair share of affordable income housing in the housing region in which the community is located; and

WHEREAS, the New Jersey Superior Court and/or the Council on Affordable Housing ("COAH") having primary jurisdiction to assure that each municipality has in place a plan to fulfill its obligation to provide affordable housing pursuant to COAH's rules and regulations, as described in NJAC 5:93-1.3 and 5.8; and

WHEREAS, the Township has received first and second round substantive certification from COAH and while the Township's Third Round obligation remains unsettled, the Township remains committed to comply voluntarily with its affordable housing obligations;

WHEREAS, the Township and MEND have been working together on the production and preservation of affordable housing in Moorestown since MEND's founding in 1969 and the Township recognizes that MEND is an experienced developer, operator and administrator of affordable family rental housing, particularly within the Township; and

WHEREAS, the affordability controls of one hundred one (101) existing MEND units have expired and the Township wishes to enter into an agreement with MEND to extend the affordability controls so that the Township continues to meet its affordable housing obligations;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein the parties agree as follows:

1. PURPOSE OF AGREEMENT

The Township and MEND agree that the purpose of the Agreement is to enable the Township to continue to satisfy its affordable housing obligation by providing financial assistance to MEND for the continued operation and administration of individual, senior and family rental affordable housing within the Township by extending the affordability controls on one hundred one units identified in Exhibit B attached. During the thirty year period of

extended affordability controls on the existing units, MEND will continue to own, manage, market, lease and maintain the units for occupancy by low and moderate income persons and in full compliance with COAH rules and regulations. Prior to the expiration of the respective 30 year extensions, as referenced in Exhibit B attached, the Township and MEND agree to discuss the possibility of the extension of controls for a subsequent period of time to be agreed to by the parties.

2. **PROPERTIES INCLUDED IN AGREEMENT**

See Exhibit B attached.

3. **TOWNSHIP SUBSIDY**

The Township agrees that simultaneous with the execution and recording of the extended affordability controls by MEND, the Township will make a payment to MEND in the amount of \$30,000.00 per credit (per affordable unit) for a total contribution of \$3,030,000.00 and no offset and no repayment requirements for the \$150,000.00 previously advanced by the Township to MEND in March, 2008 pursuant to Resolution 58-2008, which is attached hereto as "Exhibit C."

4. **COMPLIANCE WITH COAH'S RULES AND MAINTENANCE OF PROJECT**

MEND agrees that all units shall be affirmatively marketed, rented, occupied and maintained in strict compliance with COAH's and UHAC's rules and regulations, both present and future, including, but not limited to controls on affordability and affirmative marketing. Further, MEND shall assume responsibility for determining eligibility based upon income requirements and for the filing of all COAH and/or Court monitoring and reporting forms in a timely fashion in accordance with N.J.A.C. 5:93. MEND shall comply with all existing building, property maintenance and health codes and shall keep on file with the Township Manager the name and address of the property manager and other contact information as may be required.

5. **PROPERTY TAXES AND WATER & SEWER CHARGES**

The Township and MEND agree that MEND will continue to pay full property taxes and water and sewer charges on each individual unit owned by MEND.

6. **DEFAULT**

In the event that any party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited party shall notify the defaulting party of such alleged default specifying the nature of the default, (ii) the defaulting party shall thereafter have

thirty (30) business days to affect a cure; (iii) the benefitted party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

7. **NOTICES**

All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To Developer: Moorestown Ecumenical Neighborhood Development, Inc.
99 East Second Street
Moorestown, New Jersey 08057
Attn: Matthew A. Reilly, President/CEO

To the Township: Thomas J. Merchel, Township Manager/CFO
111 West Second Street
Moorestown, New Jersey 08057

With a copy to: Patricia L. Hunt, Township Clerk, RMC
111 West Second Street
Moorestown, New Jersey 08057

8. **ATTACHED EXHIBITS**

- A. Deed Restrictions for Extensions of Affordability Controls on Existing Units.
- B. Chart Containing List of Units Subject to Extension of Expiring Controls.
- C. Moorestown Township Resolution 58-2008.

9. **MISCELLANEOUS.**

Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.

Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement to provide affordable housing to satisfy the Township's fair housing obligations. MEND further agrees to participate in any proceedings before COAH and/or Court as needed.

Waiver. Each of the parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any party shall not be construed as a waiver of these provisions and obligations.

Entire Agreement. This Agreement and its prefatory statements and recitals constitute the entire agreement between the parties. No representative, agent or employee of any party has been authorized to make any representation and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the parties.

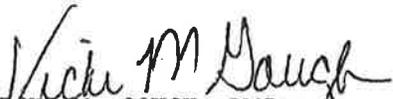
Validity. In the event that one or more of the provisions of this Agreement shall be held to be invalid, unenforceable or void, the parties shall within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the parties fail to resolve such a restructuring, then either party may terminate this Agreement.

Preparation. The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on a parity among the parties and any presumption for resolving ambiguities against the drafter shall not apply.

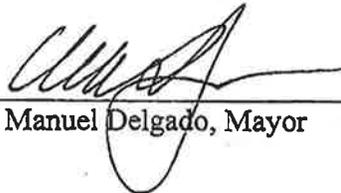
Counterpart Signature. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately upon the delivery of a facsimile counterpart, the sending party shall deliver a counterpart with the original execution page.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year as set forth in this Agreement.

Attest:


VICKI M. GOUGH, RMC - J
DEPUTY TOWNSHIP CLERK

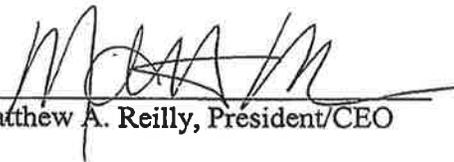
TOWNSHIP OF MOORESTOWN
A Municipal Corporation of the
State of New Jersey

By: 
Manuel Delgado, Mayor

Attest:


Rain A. Spencer

MOORESTOWN ECUMENICAL
NEIGHBORHOOD DEVELOPMENT, INC
a New Jersey Non-Profit Corporation

By: 
Matthew A. Reilly, President/CEO

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5348970

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)
CAPEHART & SCATCHARD PA
142 WEST STATE ST
TRENTON NJ 08608

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8456870
RECORDED ON
December 08, 2017 9:29 AM

INSTRUMENT NUMBER
5348970

BOOK: OR13311
PAGE: 1577

No. Of Pages 4
(Excluding Recording Information and/or Summary Sheet)

Consideration Amount \$0.00

Recording Fee \$8.00

Realty Transfer Fee \$0.00

Total Amount Paid \$8.00

Municipality MOORESTOWN TWP

Parcel Information Block: 4406
Lot: 3

First Party Name MEND INC

Second Party Name MEND

Additional Information (Official Use Only)



5348970

Ctrl Id: 5582560 Recording Clerk: gvaughan

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
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Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property With Covenants Restricting Rentals, Conveyance and Improvements And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 15th day of November, 2017, by and between the MEND, Inc. ("Administrative Agent"), or its successor, acting on behalf of Township of Moorestown, with offices at Town Hall, 111 W 2nd Street, Moorestown, New Jersey 08057, and MEND, LP, a New Jersey limited partnership having offices at 99 East Second Street Moorestown, New Jersey 08057-3324, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Moorestown, County of Burlington, State of New Jersey, and described more specifically as: Block No. 4406, Lot No. 3, and known by the street address: 124 E. Second Street, Moorestown, New Jersey

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing on January 15, 2012, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release

RECEIVED
2017 NOV 15 AM 11:55
BURLINGTON COUNTY
CLERK

the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
 - F. The single unit in this Project shall be a low income restricted, two-bedroom unit.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent

further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

MEND, LP.

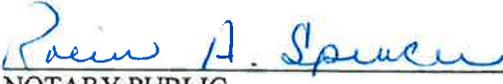
BY: 
Matthew A. Reilly
President and Chief Executive Officer

APPROVED BY Township of Moorestown

BY: 
Manuel Delgado, Mayor

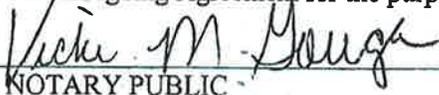
STATE OF NEW JERSEY
COUNTY OF BURLINGTON ACKNOWLEDGEMENTS

On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Administrative Agent for the Township of Moorestown, who states that he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019

NOTARY PUBLIC
STATE OF NEW JERSEY COUNTY OF BURLINGTON
On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the Managing Partner of MEND, LP, the Owner of the Property, who states that he has signed said Agreement for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019

NOTARY PUBLIC
STATE OF NEW JERSEY COUNTY OF BURLINGTON
On this the 13th day of November, 2017 before me came Manuel Delgado, known and known to me to be Mayor of the Township of Moorestown, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein


NOTARY PUBLIC
VICKI M. GOUGH
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2365938
My Commission Expires 10/25/2022

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5348973

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)
CAPEHART & SCATCHARD PA
142 WEST STATE ST
TRENTON NJ 08608

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8456871
RECORDED ON
December 08, 2017 9:34 AM

INSTRUMENT NUMBER
5348973

BOOK: OR13311
PAGE: 1613

No. Of Pages <i>(Excluding Recording Information and/or Summary Sheet)</i>	4
Consideration Amount	\$0.00
Recording Fee	\$8.00
Realty Transfer Fee	\$0.00
Total Amount Paid	\$8.00

Municipality MOORESTOWN TWP

Parcel Information
Block: 4306
Lot: 13

First Party Name MEND INC

Second Party Name MEND INC

Additional Information (Official Use Only)



5348973

Ctrl Id: 5582563 Recording Clerk: gvaughan

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Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property With Covenants Restricting Rentals, Conveyance and Improvements And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 13th day of November, 2017, by and between the MEND, Inc. ("Administrative Agent"), or its successor, acting on behalf of Township of Moorestown, with offices at Town Hall, 111 W 2nd Street, Moorestown, New Jersey 08057, and MEND, Inc., a New Jersey Non-profit Corporation having offices at 99 East Second Street Moorestown, New Jersey 08057-3324, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Moorestown, County of Burlington, State of New Jersey, and described more specifically as: Block No. 4306, Lot Nos. 13 through 18, and known by the street address: 39 & 47 Beech Street, Moorestown, New Jersey

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing on November 23, 2009, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release

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2017 NOV 15 AM 11:30
BURLINGTON COUNTY
CLERK

the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
- F. Of the eighteen (18) units, all of the units will remain Low Income units, with fourteen (14) two-bedroom units and four (4) three-bedroom units.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent

further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

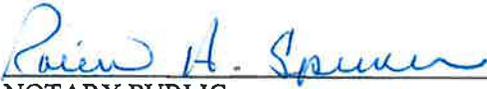
APPROVED BY Township of Moorestown

BY: 
Manuel Delgado, Mayor

STATE OF NEW JERSEY
COUNTY OF BURLINGTON ACKNOWLEDGEMENTS

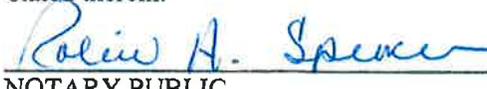
On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Administrative Agent for the Township of Moorestown, who states that he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019

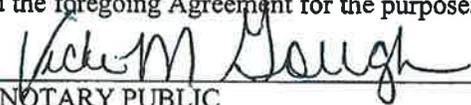

NOTARY PUBLIC

On this the 1st day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Owner of the Property, who states that he has signed said Agreement for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019


NOTARY PUBLIC

On this the 13th day of November, 2017 before me came Manuel Delgado, known and known to me to be Mayor of the Township of Moorestown, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein


NOTARY PUBLIC

VICKI M. GOUGH
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2385938
My Commission Expires 10/25/2022

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5348954

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)
CAPEHART & SCATCHARD PA
142 WEST STATE ST
TRENTON NJ 08608

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8456852
RECORDED ON
December 08, 2017 9:01 AM

INSTRUMENT NUMBER
5348954

BOOK: OR13311
PAGE: 1465

No. Of Pages <i>(Excluding Recording Information and/or Summary Sheet)</i>	4
Consideration Amount	\$0.00
Recording Fee	\$8.00
Realty Transfer Fee	\$0.00
Total Amount Paid	\$8.00
Municipality	MOORESTOWN TWP
Parcel Information	Block: 4101 Lot: 5
First Party Name	MEND INC
Second Party Name	MEND INC

Additional Information (Official Use Only)



5348954

Ctrl Id: 5582539 Recording Clerk: gvaughan

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Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property With Covenants Restricting Rentals, Conveyance and Improvements And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 13th day of November, 2017, by and between the MEND, Inc. ("Administrative Agent"), or its successor, acting on behalf of Township of Moorestown, with offices at Town Hall, 111 W 2nd Street, Moorestown, New Jersey 08057, and MEND, Inc., a New Jersey Non-profit Corporation having offices at 99 East Second Street Moorestown, New Jersey 08057-3324, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Moorestown, County of Burlington, State of New Jersey, and described more specifically as: Block No. 4101, Lot No. 5, and known by the street address: 528 Bethel Avenue, Moorestown, New Jersey

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing on March 10, 2013, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release

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NOV 15 AM 11:25
BURLINGTON COUNTY
CLERK

the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
 - B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
 - F. The one (1) unit shall be subject to a moderate income restriction and is a three-bedroom unit.

Article 4. Remedies for Breach of Affordable Housing Covenants

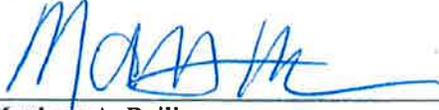
A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent

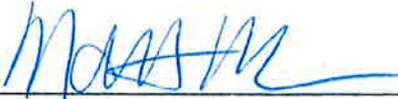
further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

APPROVED BY Township of Moorestown

BY: 
Manuel Delgado, Mayor

STATE OF NEW JERSEY
COUNTY OF BURLINGTON ACKNOWLEDGEMENTS

On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Administrative Agent for the Township of Moorestown, who states that he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019

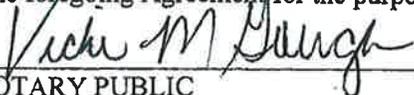
NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF BURLINGTON
On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Owner of the Property, who states that he has signed said Agreement for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019

NOTARY PUBLIC

STATE OF NEW JERSEY, COUNTY OF BURLINGTON
On this the 13th day of November, 2017 before me came Manuel Delgado, known and known to me to be Mayor of the Township of Moorestown, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein


NOTARY PUBLIC

VICKI M. GOUGH
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2365938
My Commission Expires 10/25/2022

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5348963

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)
CAPEHART & SCATCHARD PA
142 WEST STATE ST
TRENTON NJ 08608

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8456860
RECORDED ON
December 08, 2017 9:18 AM

INSTRUMENT NUMBER
5348963

BOOK: OR13311
PAGE: 1517

No. Of Pages (Excluding Recording Information and/or Summary Sheet) 4

Consideration Amount \$0.00

Recording Fee \$8.00

Realty Transfer Fee \$0.00

Total Amount Paid \$8.00

Municipality MOORESTOWN TWP

Parcel Information Block: 1301
Lot: 9

First Party Name MEND INC

Second Party Name MEND INC

Additional Information (Official Use Only)



5348963

Ctrl Id: 5582548 Recording Clerk: gvaughan

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Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property With Covenants Restricting Rentals, Conveyance and Improvements And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 13th day of November, 2017, by and between the MEND, Inc. ("Administrative Agent"), or its successor, acting on behalf of Township of Moorestown, with offices at Town Hall, 111 W 2nd Street, Moorestown, New Jersey 08057, and MEND, Inc., a New Jersey Non-profit Corporation having offices at 99 East Second Street Moorestown, New Jersey 08057-3324, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Moorestown, County of Burlington, State of New Jersey, and described more specifically as: Block No. 1301, Lot Nos. 9 and 10, and known by the street address: 100 New Albany Road, Moorestown, New Jersey

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing on February 24, 2008, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to

a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.

- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
- F. Of the thirty-three (33) units, sixteen (16) shall remain low income units with a bedroom distribution of 2 efficiency units and 14 one-bedroom units. The remaining seventeen (17) units shall be moderate income restricted units with all units being one-bedroom units.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

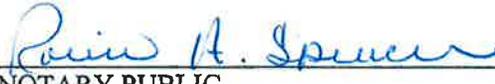
APPROVED BY Township of Moorestown

BY: 
Manuel Delgado, Mayor

STATE OF NEW JERSEY
COUNTY OF BURLINGTON ACKNOWLEDGEMENTS

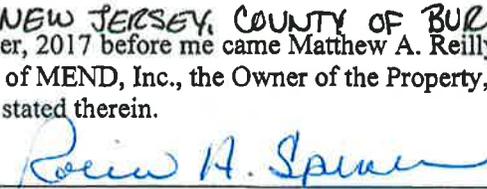
On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Administrative Agent for the Township of Moorestown, who states that he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019

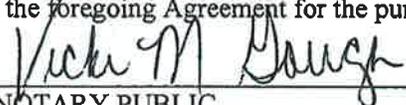

NOTARY PUBLIC

On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Owner of the Property, who states that he has signed said Agreement for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019


NOTARY PUBLIC

On this the 13th day of November, 2017 before me came Manuel Delgado, known and known to me to be Mayor of the Township of Moorestown, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein


NOTARY PUBLIC

VICKI M. GOUGH
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2385938
My Commission Expires 10/25/2022

RECORDING INFORMATION SHEET

50 RANOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5348984

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)
CAPEHART & SCATCHARD PA
142 WEST STATE ST
TRENTON NJ 08608

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8456885
RECORDED ON
December 08, 2017 9:53 AM

INSTRUMENT NUMBER
5348984

BOOK: OR13311
PAGE: 1722

No. Of Pages
(Excluding Recording Information and/or Summary Sheet) 4

Consideration Amount \$0.00

Recording Fee \$8.00

Realty Transfer Fee \$0.00

Total Amount Paid \$8.00

Municipality MOORESTOWN TWP

Parcel Information Block: 2405
Lot: 1

First Party Name MEND INC

Second Party Name MEND INC

Additional Information (Official Use Only)



5348984

Ctrl Id: 5582578 Recording Clerk: gvaughan

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
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Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property With Covenants Restricting Rentals, Conveyance and Improvements And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 13th day of November, 2017, by and between the MEND, Inc. ("Administrative Agent"), or its successor, acting on behalf of Township of Moorestown, with offices at Town Hall, 111 W 2nd Street, Moorestown, New Jersey 08057, and MEND, Inc., a New Jersey Non-profit Corporation having offices at 99 East Second Street Moorestown, New Jersey 08057-3324, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Moorestown, County of Burlington, State of New Jersey, and described more specifically as: Block No. 2405, Lot Nos. 1 and 24, and known by the street address: 291 & 294 West Main Street, Moorestown, New Jersey

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing on December 1, 2014, and shall and expire as determined under the Uniform Controls, as defined below.

BURLINGTON COUNTY
CLERK
2017 NOV 15 PM 12:19
RECEIVED

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
 - F. Of the sixteen (16) units, all of the units will remain Low Income units, with eight (8) one bedroom units and eight (8) two-bedroom units.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all

remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

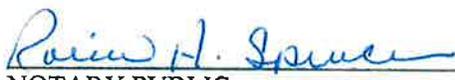
APPROVED BY Township of Moorestown

BY: 
Manuel Delgado, Mayor

STATE OF NEW JERSEY
COUNTY OF BURLINGTON ACKNOWLEDGEMENTS

On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Administrative Agent for the Township of Moorestown, who states that he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019

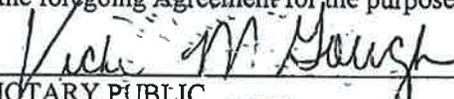

NOTARY PUBLIC

On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Owner of the Property, who states that he has signed said Agreement for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019


NOTARY PUBLIC

On this the 13th day of November, 2017 before me came Manuel Delgado, known and known to me to be Mayor of the Township of Moorestown, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein.


NOTARY PUBLIC

VICKI M. GOUGH
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2305988
My Commission Expires 10/25/2022

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5348956

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8456855
RECORDED ON
December 08, 2017 9:09 AM

INSTRUMENT NUMBER
5348956

BOOK: OR13311
PAGE: 1482

Return Address (for recorded documents)
CAPEHART & SCATCHARD PA
142 WEST STATE ST
TRENTON NJ 08608

No. Of Pages <i>(Excluding Recording Information and/or Summary Sheet)</i>	4
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Consideration Amount	\$0.00
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Recording Fee	\$8.00
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Realty Transfer Fee	\$0.00
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Total Amount Paid	\$8.00
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Municipality	MOORESTOWN TWP
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Parcel Information	Block: 4405
	Lot: 30

First Party Name	MEND INC
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Second Party Name	MEND INC
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Additional Information (Official Use Only)



5348956

Ctrl Id: 5582543 Recording Clerk: gvaughan

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Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 13th day of November, 2017, by and between the MEND, Inc. ("Administrative Agent"), or its successor, acting on behalf of Township of Moorestown, with offices at Town Hall, 111 W 2nd Street, Moorestown, New Jersey 08057, and MEND, Inc., a New Jersey Non-profit Corporation having offices at 99 East Second Street Moorestown, New Jersey 08057-3324, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Moorestown, County of Burlington, State of New Jersey, and described more specifically as: Block No. 4405, Lot No. 30, and known by the street address: 82 East Second Street, Moorestown, New Jersey

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing on April 1, 2009, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release

BURLINGTON COUNTY
CLERK
2017 NOV 15 AM 11:2
RECEIVED

the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
- F. Of the eight (8) units, all of the units will remain Low Income units, with all of the units being one-bedroom units.

Article 4. Remedies for Breach of Affordable Housing Covenants

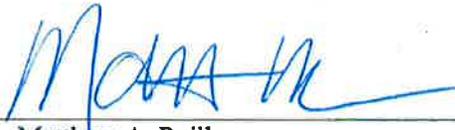
A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation

of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

APPROVED BY Township of Moorestown

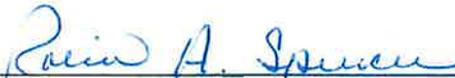
BY: 
Manuel Delgado, Mayor

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

ACKNOWLEDGEMENTS

On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Administrative Agent for the Township of Moorestown, who states that he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019


NOTARY PUBLIC

On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Owner of the Property, who states that he has signed said Agreement for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019


NOTARY PUBLIC

On this the 13th day of November, 2017 before me came Manuel Delgado, known and known to me to be Mayor of the Township of Moorestown, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein


NOTARY VICKI M. GOUGH
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2365938
My Commission Expires 10/25/2022

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5348962

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)
CAPEHART & SCATCHARD PA
142 WEST STATE ST
TRENTON NJ 08608

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8456858
RECORDED ON
December 08, 2017 9:13 AM

INSTRUMENT NUMBER
5348962

BOOK: OR13311
PAGE: 1512

No. Of Pages (Excluding Recording Information and/or Summary Sheet) 4

Consideration Amount \$0.00

Recording Fee \$8.00

Realty Transfer Fee \$0.00

Total Amount Paid \$8.00

Municipality MOORESTOWN TWP

Parcel Information Block: 1201
Lot: 17

First Party Name MEND INC

Second Party Name MEND INC

Additional Information (Official Use Only)



5348962

Ctrl Id: 5582544 Recording Clerk: gvaughan

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Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property With Covenants Restricting Rentals, Conveyance and Improvements And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 13th day of November, 2017, by and between the MEND, Inc. ("Administrative Agent"), or its successor, acting on behalf of Township of Moorestown, with offices at Town Hall, 111 W 2nd Street, Moorestown, New Jersey 08057, and MEND, Inc., a New Jersey Non-profit Corporation having offices at 99 East Second Street Moorestown, New Jersey 08057-3324, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Moorestown, County of Burlington, State of New Jersey, and described more specifically as: Block No. 1201, Lot Nos. 17 and 18, and known by the street address: 108 West Camden Avenue, Moorestown, New Jersey

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing on May 1, 2005, and shall and expire as determined under the Uniform Controls, as defined below.

BURLINGTON COUNTY
CLERK
2017 NOV 15 AM 11:28
RECEIVED

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
 - F. Of the five (5) units, all of the units will remain Low Income units, with four (1) one bedroom units and one (1) two-bedroom units.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all

remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

MEND, INC.

BY: 
Matthew A. Reilly
President and Chief Executive Officer

APPROVED BY Township of Moorestown

BY: 
Manuel Delgado, Mayor

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

ACKNOWLEDGEMENTS

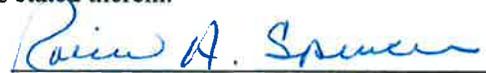
On this the 7TH day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Administrative Agent for the Township of Moorestown, who states that he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019


NOTARY PUBLIC

On this the 7TH day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Owner of the Property, who states that he has signed said Agreement for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019


NOTARY PUBLIC

On this the 13TH day of November, 2017 before me came Manuel Delgado, known and known to me to be Mayor of the Township of Moorestown, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein


NOTARY PUBLIC

VICKI M. GOUGH
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2365938
My Commission Expires 10/25/2022

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5348975

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)
CAPEHART & SCATCHARD PA
142 WEST STATE ST
TRENTON NJ 08608

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8456879
RECORDED ON
December 08, 2017 9:41 AM

INSTRUMENT NUMBER
5348975

BOOK: OR13311
PAGE: 1622

No. Of Pages (Excluding Recording Information and/or Summary Sheet) 4

Consideration Amount \$0.00

Recording Fee \$8.00

Realty Transfer Fee \$0.00

Total Amount Paid \$8.00

Municipality MOORESTOWN TWP

Parcel Information Block: 4406
Lot: 4

First Party Name MEND INC

Second Party Name MEND

Additional Information (Official Use Only)


5348975

Ctrl Id: 5582568 Recording Clerk: gvaughan

***** DO NOT REMOVE THIS PAGE. *****
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***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

Deed Restriction

**DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY
WITH RESTRICTIONS ON RESALE AND REFINANCING**

To Rental Property
With Covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 13th day of November, 2017, by and between the MEND, Inc. ("Administrative Agent"), or its successor, acting on behalf of Township of Moorestown, with offices at Town Hall, 111 W 2nd Street, Moorestown, New Jersey 08057, and MEND, LP, a New Jersey limited partnership having offices at 99 East Second Street Moorestown, New Jersey 08057-3324, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

RECEIVED
NOV 15 AM 11:30
BURLINGTON COUNTY
CLERK

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Moorestown, County of Burlington, State of New Jersey, and described more specifically as: Block No. 4406, Lot No. 4, and known by the street address: 150 Schooley Street, Moorestown, New Jersey

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing on May 15, 2011, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release

the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
- D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
- F. Of the sixteen (16) units, all of the units will remain Low Income units, with two (2) efficiency units and fourteen (14) one-bedroom units.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation

RECORDING INFORMATION SHEET

50 RANCOCAS RD,
MT. HOLLY, NJ 08060

INSTRUMENT NUMBER:

5348967

DOCUMENT TYPE:

DECLARATION OF RESTRICTIONS

Official Use Only

Document Charge Type MUNICIPAL-DECLARATION OF RESTRICTIONS

Return Address (for recorded documents)

CAPEHART & SCATCHARD PA
142 WEST STATE ST
TRENTON NJ 08608

TIMOTHY D. TYLER
BURLINGTON COUNTY

RECEIPT NUMBER
8456865
RECORDED ON
December 08, 2017 9:23 AM

INSTRUMENT NUMBER
5348967

BOOK: OR13311
PAGE: 1553

No. Of Pages (Excluding Recording Information and/or Summary Sheet) 4

Consideration Amount \$0.00

Recording Fee \$8.00

Realty Transfer Fee \$0.00

Total Amount Paid \$8.00

Municipality MOORESTOWN TWP

Parcel Information Block: 4405
Lot: 24

First Party Name MEND INC

Second Party Name MEND INC

Additional Information (Official Use Only)



5348967

Ctrl Id: 5582556 Recording Clerk: gvaughan

***** DO NOT REMOVE THIS PAGE. *****
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Deed Restriction

DEED-RESTRICTED AFFORDABLE HOUSING PROPERTY WITH RESTRICTIONS ON RESALE AND REFINANCING

To Rental Property With Covenants Restricting Rentals, Conveyance and Improvements And Requiring Notice of Foreclosure and Bankruptcy

THIS DEED RESTRICTION, entered into as of this the 13th day of November, 2017, by and between the MEND, Inc. ("Administrative Agent"), or its successor, acting on behalf of Township of Moorestown, with offices at Town Hall, 111 W 2nd Street, Moorestown, New Jersey 08057, and MEND, Inc., a New Jersey Non-profit Corporation having offices at 99 East Second Street Moorestown, New Jersey 08057-3324, the developer/sponsor (the "Owner") of a residential low- or moderate-income rental project (the "Project"):

WITNESSETH

Article 1. Consideration

In consideration of benefits and/or right to develop received by the Owner from the Municipality regarding this rental Project, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (the "Property").

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of Moorestown, County of Burlington, State of New Jersey, and described more specifically as: Block No. 4405, Lot Nos. 24 and 25, and known by the street address: 66-68 E. 2nd Street, Moorestown, New Jersey

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for the period of time (the "Control Period"), determined separately with respect for each dwelling unit, commencing on August 10, 2012, and shall and expire as determined under the Uniform Controls, as defined below.

In accordance with N.J.A.C. 5:80-26.11, each restricted unit shall remain subject to the requirements of this subchapter, the "Control Period," until the municipality in which the unit is located elects to release

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NOV 15 AM 11:57
BURLINGTON COUNTY
CLERK

the unit from such requirements. Prior to such a municipal election, a restricted unit must remain subject to the requirements of this subchapter for a period of at least 30 years; provided, however, that:

1. Units located in high-poverty census tracts shall remain subject to these affordability requirements for a period of at least 10 years; and
 2. Any unit that, prior to December 20, 2004, received substantive certification from COAH, was part of a judgment of compliance from a court of competent jurisdiction or became subject to a grant agreement or other contract with either the State or a political subdivision thereof, shall have its control period governed by said grant of substantive certification, judgment or grant or contract.
- A. Sale and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq.*, the "Uniform Controls").
 - B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Administrative Agent. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Administrative Agent.
 - C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Administrative Agent.
 - D. The Owner shall notify the Administrative Agent and the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
 - E. The Owner shall notify the Administrative Agent and the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.
 - F. Of the three (3) units, one unit shall be a moderate income restricted, three-bedroom unit. The other two (2) units shall be low income restricted, two-bedroom units.

Article 4. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Administrative Agent, to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

- A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.
- B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Administrative Agent and the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation

of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Administrative Agent and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

MEND, INC.

BY: Matthew A. Reilly
Matthew A. Reilly
President and Chief Executive Officer

MEND, INC.

BY: Matthew A. Reilly
Matthew A. Reilly
President and Chief Executive Officer

APPROVED BY Township of Moorestown

BY: Manuel Delgado
Manuel Delgado, Mayor

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

ACKNOWLEDGEMENTS

On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Administrative Agent for the Township of Moorestown, who states that he has signed said Agreement on behalf of said Municipality for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019

Robin A. Spencer
NOTARY PUBLIC

On this the 7th day of November, 2017 before me came Matthew A. Reilly, to me known and known to me to be the President and CEO of MEND, Inc., the Owner of the Property, who states that he has signed said Agreement for the purposes stated therein.

ROBIN A. SPENCER
A Notary Public of New Jersey
My Commission Expires January 28, 2019

Robin A. Spencer
NOTARY PUBLIC

On this the 13th day of November, 2017 before me came Manuel Delgado, known and known to me to be Mayor of the Township of Moorestown, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that he has so executed the foregoing Agreement for the purposes stated therein

Vicki M. Gough
NOTARY PUBLIC

VICKI M. GOUGH
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2365938
My Commission Expires 10/25/2022

VICKI M. GOUGH
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2365938
My Commission Expires 10/25/2022

Units with Expiring Controls
Monitoring Reports and Other Documentation

Project / Program Information Form

MEND – Beech Street Apartments – 39 and 47 Beech Street

PROJECT / PROGRAM INFORMATION FORM

Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: Beech Street Apartments

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

Deleted from Plan
(date approved by COAH) _____)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: 39 and 47 Beech Street

Project Block/Lot/Qualifier (list all) 4306 / 13-18

Project Acreage: 0.85

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: MEND

Planning Area (circle all that apply)

- 1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type (circle one)

- Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation – 2nd Round

Credit Sub-Type

- Addressing Unmet Need Extension of Controls

Construction Type (circle one)

- New – Third Round (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

- Conversion Court Project Density Increase Granted Mediated Project
Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project
RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 **Number of market units completed** 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage² 30%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

² “Affordability Average” means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project

2nd Round \$135,000.00; 3rd Round \$1,260,000.00

Municipal or RCA funds expended

\$135,000.00

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
 UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
 Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
 Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
 DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
 HMFA HMFA HOME MONI Section 8 Small Cities Other Burlington County Home Loan Program

Effective date of affordability controls

November 23, 1999

Length of Affordability Controls (in years)

10 or Perpetual

Administrative Agent

MEND

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 18 Sales Rentals 18 Total age-restricted 0 Sales Rentals

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ³	<u>18</u>	<u> </u>
35% of median income ⁴	<u> </u>	<u> </u>
50% of median income	<u> </u>	<u> </u>
<u>Moderate Income</u>		
80% of median income	<u> </u>	<u> </u>

Note: 30% = less than or equal to 30 percent of median income
 35% = greater than 30 percent and less than or equal to 35 percent of median income
 50% = greater than 35 percent and less than or equal to 50 percent of median income
 80% = greater than 50 percent and less than 80 percent of median income

³ Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)
⁴ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	<u>14</u>	3 bedroom low	<u>4</u>
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 18

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

copy sent
18 units

DENNIS P. TALTY, P.C.
A PROFESSIONAL CORPORATION

DENNIS P. TALTY, ESQUIRE
MEMBER OF NJ AND PA BARS

NEW JERSEY OFFICE:
101 WEST MAIN STREET
SECOND FLOOR
MOORESTOWN, NJ 08057
TELEPHONE, (856) 273-8852
FACSIMILE, (856) 234-6850
E-MAIL: TALTYLAW@AOL.COM

PENNSYLVANIA OFFICE:
THE BELGRAVIA
SUITE 701
1811 CHESTNUT STREET
PHILADELPHIA, PA 19103
TELEPHONE, (215) 972-2267
FACSIMILE, (215) 972-2259
E-MAIL: TALTYD@GFHOTELS.COM
Reply to: NJ

March 5, 2001

Michael Connelly
Executive Director
MEND Inc.
99 East Second Street
Moorestown, NJ 08057

Re: Beech Street Mortgage and Declaration of Covenants, Conditions and
Restrictions

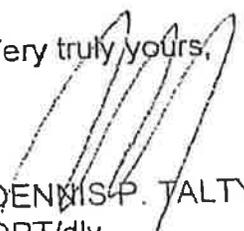
Dear Mike:

Enclosed please find copies of the recorded Mortgage and Declaration of Covenants,
Conditions and Restrictions with reference to Beech Street.

By copy of this letter, I am sending the originals to the Township to be maintained in
their filed and I am keeping copies for myself.

Should you or the Township have any questions, please do not hesitate to call.

Very truly yours,


DENNIS P. TALTY
DPT/dlv

Encl.

cc: Tom Ford, Moorestown Township (original enclosed)
John J. Terry, Township Manager (copy enclosed)

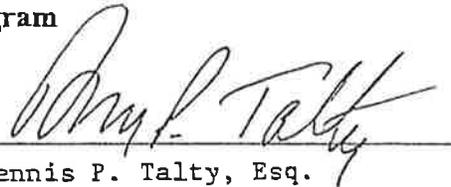
Book 51

2001 FEB -8 P 1:41

Township of Moorestown
Town Hall, 111 West Second Street
Moorestown, New Jersey 08057
Housing Rehabilitation Program

ARRIVED

Prepared by:


Dennis P. Talty, Esq.

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AFFORDABLE HOUSING AGREEMENT (referred to as the "Agreement") is entered into on this 23 day of November, _____, between MEND, Inc. (referred to as the "Owner") and THE TOWNSHIP OF MOORESTOWN (referred to as the "Municipality"), both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in Section II PROPERTY DESCRIPTION for a period of ten (10) years from the date hereof.

WHEREAS, pursuant to the Fair Housing Act, P.L. 1985 c. 222, hereinafter the "Act," the housing units described in Section II PROPERTY DESCRIPTION hereafter and/or an attached EXHIBIT A of this Agreement have been designated as low and moderate income rental housing as defined by the Act; and

WHEREAS, municipalities within the State of New Jersey are required by the Act to provide for their fair share of housing that is affordable to households with low or moderate incomes in accordance with provisions of the Act; and

WHEREAS, the Act establishes the Council on Affordable Housing hereinafter "Council" to assist municipalities in determining a realistic opportunity for the planning and development of such affordable housing; and

WHEREAS, the purpose of this Agreement is to ensure that the described unit(s) remain(s) affordable to low and moderate income-eligible households for that period of time described in Section III, TERMS OF RESTRICTION; and

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing units that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent determined hereunder.

I. DEFINITIONS

"Adjusted Rent" shall mean the Base Rent for a rental unit adjusted by the applicable Index.

"Affordable Housing" shall mean residential units that have been restricted for Occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median Income level established by an authorized income guideline for geographic region and family size.

"Agreement" shall mean this written Affordable Housing Agreement between the Authority and the owner of an Affordable Housing unit(s) which places restrictions on Affordable Rental units so that they remain affordable to and occupied by Low and Moderate Income Eligible Households for the period of time specified in this Agreement.

"Authority" shall mean the administrative organization designated by the Municipality for the purpose of monitoring the long term affordability controls and leasing restrictions for the period of time specified in the Agreement. The Authority shall serve as an instrument of the municipality.

"Base Rent" shall mean the charge to a tenant for a rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

"Certified Household" shall mean any eligible household whose estimated total Gross annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income Eligible Household from the Authority in accordance with the standards set forth in this Agreement.

"Consumer Price index (CPI)" shall mean the Index published monthly by the U.S. Department of Labor Statistics and which may be used as the applicable index for measuring increases in Base Rents.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act N.J.S.A 52:27-0301 et seq.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total calculated amount of a household's annualized income from all household members who are 18 years of age or over. Sources of income include, but are not limited to salary, wages, regular overtime, interest, tips, dividends, alimony, child support, unemployment, disability, pensions, social security, business income and

capital gains, imputed income from assets, and welfare benefits. Income is calculated based on a weekly, biweekly, semi-monthly or monthly figure that is effective at the time of interview and it estimated over a 12 month period.

"Gross Rent" shall mean the total cost of a rental unit to a Certified Household when a tenant-based utility allowance is added to the Base Rent.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income established for a household of four by geographic region using the median income guideline approved for use by the Council or any other standards economic measurement such as the CPI or Section 8 income limits authorized for purposes of increasing rents.

"Low Income Household" shall mean a Household whose total Gross Annual income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also a named title holder or record of such Affordable Housing unit.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months or each calendar year.

"Renter" shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

have been certified utilizing the income verification procedures established by the Council to determine qualified Low and Moderate Income-Eligible Households. At least fifty percent (50%) of the units shall be rented to Renters who have qualified as Low Income-Eligible Households. The remainder of the units shall be rented to Renters who have qualified as Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing units shall sell or transfer the units in accordance with and subject to any rules and regulations duly promulgated by the Council (N.J.A.C. 5:93-3) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Rental unit or units are located. The Agreement submitted within four (4) days of the signing thereof to the solicitor for the Township for filing thereof.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing Unit governed by the Agreement as described in Section II Property Description and/or Exhibit A of the Agreement and an ending date to be imposed on the unit as described in Section III TERMS OF RESTRICTIONS of the Agreement.

C. This Agreement shall be executed by the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place.

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms and conditions, restrictions, limitations and provisions as set forth in an Affordable Housing Agreement which has been filed as a DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS in the Office of the Clerk of Burlington County."

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of Affordable Housing units, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this

Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities:

A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not that party is qualified as a Low or Moderate Income Eligible Household without prior written approval from the Authority.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that the expenditures for any alteration that allows a unit to be rented to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Rent. Owners must obtain prior approval from the Authority for such alteration to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. Owners of Affordable Housing units shall notify the Authority in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing Unit without the prior written approval of the Authority.

F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Authority.

G. If the Authority does not refer a certified household within sixty (60) days of the Notice of Rental Vacancy, the Owner may rent the property to an eligible household not referred to the Authority. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Authority for written certification as an eligible rental transaction.

H. The Owner shall not permit any lien, other than a first purchase money mortgage and/or any liens approved by the Township to attach and remain on the property for more than sixty (60) days.

I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of

(Form 14)

the terms, covenants or conditions of said Master Deed or By-laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

J. The Owner shall have responsibility for forwarding copies of all documents, after they have been signed and dated, to the solicitor for the Municipality for filing with the applicable county recording office.

K. The Owner may be obligated to pay a reasonable service fee to the Authority for certification of Renters as Low or Moderate Income Eligible Households at the time of initial occupancy and at the time of each new rental occupancy.

IX. FORECLOSURE

This agreement shall not be terminated in the event of Judgment of Foreclosure.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, which breach is not cured within thirty (30) days after written notice of such breach provided, however, that if such breach by its nature cannot be cured within thirty (30) days, then Owner shall have a reasonable time to cure such breach, provided that Owner diligently and continuously prosecutes such cure, the Municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein for the duration of the term as set forth in Section III of this Agreement.

XII. NOTICES

All notices required herein shall be sent by certified mail, return receipt request as follows:

To the Owner: MEND, Inc.

(Form 14)

99 East Second Street

Moorestown, NJ 08057

To the Municipality:

Township of Moorestown
Town Hall
111 West Second Street
Moorestown, New Jersey 08057

Attention: Township Manager

Or such other address that the Owner or Municipality may subsequently designate in writing and mail to the other parties.

XIII. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Municipality, and their respective successors.

XIV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, viability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XV. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVI. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVII. AGREEMENT

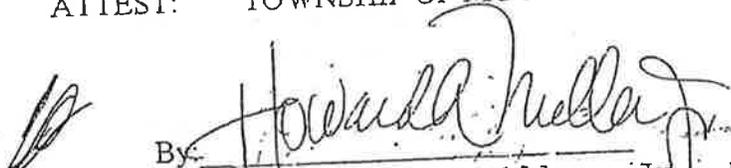
The Owner and the Municipality hereby agree that all Affordable Housing Rental units described herein shall be marketed, sold, rented and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Municipality shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

Dated: November 23, 1999

ATTEST:

By: Boyce M. Adams
Name: Boyce M. Adams, President

ATTEST: TOWNSHIP OF MOORESTOWN


By: Howard A. Miller, Jr.
Name: Howard A. Miller, Jr., Mayor

Record and Return to:

Colin B. Scott, Esq.
Dennis P. Talty, P.C.
101 West Main Street, 2nd Fl.
Moorestown, NJ 08057

RECORDING DATA PAGE

Consideration Code:
Transfer Fee :
Recording Date: 02/08/2001 Login id:
Document No : 3485693 ccmehrer

COLIN B SCOTT
101 WEST MAIN STREET 2ND FL
MOORESTOWN, NJ 08057

Receipt No : 271807
Document No : 3485693 Type : DECR
Recording Date : 02/08/2001
Login id : ccmehrer

Recorded
Feb 08 2001 03:09pm
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

DB5844 PG086

2/19/01) File Copy : MOD KAHAB / Beach (39) / HOME LOAN

HOME INVESTMENTS PARTNERSHIP PROGRAM
AFFORDABLE HOUSING RESTRICTION

Moorestown Ecumenical Neighborhood Development, Inc., a New Jersey, Non-Profit Corporation, with an address of 99 East Second Street, Moorestown, NJ, 08057, (the "Borrower") grants with quitclaim covenants, to the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body corporate and politic, with offices located at 49 Rancocas Road, Mount Holly, NJ, 08060, its successors and permitted assigns (the "Lender"), exclusively for the purpose of ensuring retention of affordable rental housing for occupancy by low income persons and families, the following described Affordable Housing Restriction on a parcel of land located at 39 Beech Street, Moorestown, NJ 08057, said parcel being described in Exhibit A attached hereto ("Premises").

The terms of this Affordable Housing Restriction are as follows:

1. The purpose of this Affordable Housing Restriction is to assure that the Premises will be retained as affordable housing for occupancy by low and very low income families.
2. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises for a term of 10 years following completion of the Project (as defined below), which shall in no event occur later than 12 months after the date hereof, binding upon the Borrower's successors in title and all subsequent owners of the Premises, (ii) are not merely personal covenants of the Borrower, and (iii) shall bind the Borrower and its successors and assigns (and the benefits shall inure to the Lenders and to any past, present or prospective tenant of the Premises). The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.
3. The Borrower hereby agrees that any and all requirements of the laws of the State of New Jersey to be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privacy of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land.
4. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.
5. The premises shall be used for 10 units of multi-family rental housing (the "Project"). Each unit in the Project shall contain complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis. Each unit in the Project shall meet the housing quality standards set forth in the

the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Philadelphia, PA-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

- (b) Additionally, the monthly rent charged to tenants of the Project shall not exceed the lesser of the Section 8 Fair Market Rents for existing housing for comparable units in the Area as established by HUD under regulations promulgated at 24 CFR Part 888.111 (or successor regulations) or thirty percent (30%) of the adjusted income of a family whose annual income equals sixty five percent (65%) of median income, less the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant.
- (c) Furthermore, with respect to the TWENTY PERCENT (20%) of the units required to be occupied by Very Low Income Families, the monthly rent charged for such units shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause (ii), the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

8. The Borrower represents, warrants and covenants that the determination of whether a Family meets the income requirements set forth herein shall be made by Borrower at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.
9. Prior to initial occupancy of the Project and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all

renew must be preceded by not less than 30 days by Borrower's service on the tenant of a written notice specifying the grounds for the action.

11. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent.
12. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lenders, which consent may be granted or withheld in the Lenders' sole judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.
13. The Borrower represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed, the Borrower (subject to the approval of the Lender(s) which will provide the financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.
14. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Borrower hereby grants to lender and its duly authorized representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction. The Notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.
15. The rights hereby granted shall include the right of Lender to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the Lender will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall be any extent be held invalid, the remainder shall not be affected.
16. The Lender is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Borrower on behalf of itself and its successors and assigns appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf.

18. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower:

Moorestown Ecumenical Neighborhood Development, Inc.
99 East Second Street
Moorestown, NJ 08057

Charles L. Winne, Esq.
Capehart & Scatchard, P.A.
CS 5016
Laurel Corporate Center
Suite 300
8000 Midlantic Drive, Mount Laurel, NJ 08054

If to Lender:

County of Burlington
Community Development Program
PO Box 6000
Mount Holly, NJ 08060

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

19. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

Executed under seal this 9th day of February, 2001

Moorestown Ecumenical Neighborhood
Development, Inc.

BY: Borge M. Adams
Name:
Title: President

County of Burlington, ss State of New Jersey

Then personally appeared the above named Borge M. Adams of Moorestown Ecumenical Neigh and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of said _____ before me.

Stacie A. Jones
Notary Public of New Jersey
My Commission Expires March 22, 2001

EXHIBIT A

First American Title Insurance Company

Commitment No. 1396334

REVISED MAY 10, 2000

SCHEDULE C

TRACT I:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Moorestown Township, County of Burlington, State of New Jersey:

BEGINNING at a point in the Northwesterly right-of-way line of Beech Street (40 feet wide) said point being, North 66 degrees 34 minutes 55 seconds East, 400.12 feet measured along said right-of-way line of Beech Street from its intersection with a centerline of Mill Street; and running

1. Through Lot 16, North 23 degrees, 25 minutes 07 seconds West, 95.62 feet to a point in the Southeasterly line of Lot 23, in Block 4306; thence
2. Along said line of Lot 23, North 69 degrees 49 minutes 57 seconds East, 23.99 feet to a point in the Southwesterly line of Lot 24, Block 4306; thence
3. Along said line of Lot 24, South 33 degrees 25 minutes 03 seconds East, 4.33 feet to a point corner to same; thence
4. Along the Southeasterly line of said Lot 24, North 72 degrees 35 minutes 43 seconds East, 61.06 feet to an angle point in same; thence
5. Still along said Lot 24, South 24 degrees 03 minutes 23 seconds East, 0.67 feet to an angle point in same; thence
6. Still along said line of Lot 24 and also Lot 8, North 69 degrees 56 minutes 37 seconds East, 78.58 feet to a point corner to said Lot 8; thence
7. Along the Northeasterly line of said Lot 8, North 20 degrees 10 minutes 05 seconds West, 3.00 feet to a point corner to Lot 11, in Block 4306; thence
8. Along the Southeasterly line of said Lot 11, North 69 degrees 49 minutes 55 seconds East, 30.16 feet to a point corner to Lot 12, in Block 4306; thence
9. Along the Southwesterly line of said Lot 12, South 20 degrees 10 minutes 05 seconds East, 79.67 feet to a point in the Northwesterly right-of-way line of Beech Street; thence
10. Along said right-of-way line of Beech Street, South 66 degrees 34 minutes 55 seconds West, 188.89 feet to the place of BEGINNING.

Formerly Being Known as Lots 13, 14, 15 and p/o 16, Block 4306 on the Official Tax Map of Moorestown Township.

BEING KNOWN as part of Lot 18, Block 4306 on the Official Tax Map of Moorestown Township.

Continued....

Continued.....

SCHEDULE C

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Moorestown Township, County of Burlington, State of New Jersey:

BEGINNING at a point in the Northerly line of Beech Street (40.00 feet wide), distant South 66 degrees 34 minutes 55 seconds West, 100.00 feet from the intersection of the Northerly line of Beech Street with the Westerly line of Lippincott Avenue (50.00 feet wide), said beginning point also being corner to lands now or formerly of Maris S. Stewart; thence

1. South 66 degrees 34 minutes 55 seconds West, along the Northerly line of Beech Street, 389.00 feet to a point corner to lands now or formerly of Norman P. Olliver, said point is also distant North 66 degrees 34 minutes 55 seconds East, 200.00 feet from the intersection of the Northerly line of Beech Street with the center line of Mill Street; thence
2. North 20 degrees 10 minutes 05 seconds West, along lands of said Norman P. Olliver, 111.80 feet to a point in line of lands now or formerly of Joseph Call; thence
3. North 71 degrees 04 minutes 55 seconds East, partly along lands of said Joseph Call, lands now or formerly of Joseph H. Wilkins and lands now or formerly of Christina C. Trost, 130.08 feet to an angle in said Wilkins land; thence
4. North 76 degrees 10 minutes 01 seconds East, still along said lands of Wilkins, 28.55 feet to a point for a corner therein; thence
5. North 23 degrees 25 minutes 03 seconds West, still along said lands of Wilkins, 1.00 feet to a point for a corner therein; thence
6. North 69 degrees 49 minutes 57 seconds East, still along said Wilkins lands, 60.00 feet to a point in the line of lands now or formerly of Albert Pearson; thence
7. South 23 degrees 25 minutes 03 seconds East, along said lands of Albert Pearson, 4.00 feet to a point for a corner therein; thence
8. North 72 degrees 35 minutes 43 seconds East, still along said lands of Pearson, 61.06 feet to a point in the line of lands now or formerly of Mildred M. Gale; thence
9. South 24 degrees 03 minutes 23 seconds East, along said lands of Mildred M. Gale, 0.67 feet to a point for corner therein; thence
10. North 69 degrees 56 minutes 37 seconds East, still along Gale's land, 78.58 feet to another corner therein; thence
11. North 20 degrees 10 minutes 05 seconds West, still along the same, 3.00 feet to a point corner to lands now or formerly of Louis H. Maisach; thence
12. North 69 degrees 49 minutes 55 seconds East, along the same, 30.16 feet to a point corner to lands of Marie S. Stewart; thence
13. South 20 degrees 10 minutes 05 seconds East, along said Stewart lands, 79.67 feet to a point in the Northerly line to Beech Street and the point and place of BEGINNING.

BEING KNOWN as Lot 18, Block 4306 on the Official Tax Map of Moorestown Township.

1/9/01 MBB Rehab / Beech / HOME LOAN/Grant
(47 Beech)

HOME INVESTMENTS PARTNERSHIP PROGRAM
AFFORDABLE HOUSING RESTRICTION

Moorestown Ecumenical Neighborhood Development, Inc. , a New Jersey, Non-Profit Corporation, with an address of 99 East Second Street, Moorestown, NJ, 08057, (the "Borrower") grants with quitclaim covenants, to the BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON, a body corporate and politic, with offices located at 49 Rancocas Road, Mount Holly, NJ, 08060, its successors and permitted assigns (the "Lender"), exclusively for the purpose of ensuring retention of affordable rental housing for occupancy by low income persons and families, the following described Affordable Housing Restriction on a parcel of land located at 47 Beech Street, Moorestown, NJ 08057, said parcel being described in Exhibit A attached hereto ("Premises").

The terms of this Affordable Housing Restriction are as follows:

1. The purpose of this Affordable Housing Restriction is to assure that the Premises will be retained as affordable housing for occupancy by low and very low income families.
2. The Borrower intends, declares and covenants, on behalf of itself and its successors and assigns, that the covenants and restrictions set forth in this Affordable Housing Restriction regulating and restricting the use, occupancy and transfer of the Premises (i) shall be and are covenants running with the Premises, encumbering the Premises for a term of 10 years following completion of the Project (as defined below), which shall in no event occur later than 12 months after the date hereof, binding upon the Borrower's successors in title and all subsequent owners of the Premises, (ii) are not merely personal covenants of the Borrower, and (iii) shall bind the Borrower and its successors and assigns (and the benefits shall inure to the Lenders and to any past, present or prospective tenant of the Premises). The Borrower acknowledges that it has received assistance from the Lender in developing the Premises as affordable rental housing, which assistance includes a loan from the Lender under the HOME Investments Partnership Program (the "HOME Program"). This Affordable Housing Restriction shall continue in force for its stated term regardless of the prior repayment of such loan.
3. The Borrower hereby agrees that any and all requirements of the laws of the State of New Jersey to be satisfied in order for this Affordable Housing Restriction to constitute deed restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privacy of estate are intended to be satisfied, or in the alternative, that an equitable servitude has been created to insure that this Affordable Housing Restriction runs with the land.
4. Each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Affordable Housing Restriction, provided, however, that the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Affordable Housing Restriction.
5. The premises shall be used for eight units of multi-family rental housing (the "Project"). Each unit in the Project shall contain complete facilities for living, sleeping, eating, cooking and sanitation which are to be used on other than a transient basis. Each unit in the Project shall meet the housing quality standards set

the standards adopted by HUD for the so-called Section 8 Program under the United States Housing Act of 1937 and promulgated at 24 CFR Part 812. The "Area" is defined as the Philadelphia, PA-NJ PMSA. A Family's annual income shall be the anticipated total income from all sources received by the Family head and spouse (even if temporarily absent and by each additional member of the Family (other than children under the age of 18 years), including all net income derived from assets for the 12-month period following the effective date of certification of income. Annual Income specifically includes and excludes certain types of income as set forth in, and shall be determined in accordance with, 24 CFR Part 813.106 (or any successor regulations).

- (b) Additionally, the monthly rent charged to tenants of the Project shall not exceed the lesser of the Section 8 Fair Market Rents for existing housing for comparable units in the Area as established by HUD under regulations promulgated at 24 CFR Part 888.111 (or successor regulations) or thirty percent (30%) of the adjusted income of a family whose annual income equals sixty five percent (65%) of median income, less the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant.
- (c) Furthermore, with respect to the TWENTY PERCENT (20%) of the units required to be occupied by Very Low Income Families, the monthly rent charged for such units shall not be greater than thirty percent (30%) of the monthly gross income of a Family whose income equals fifty percent (50%) (or such higher or lower percentage as may be established by HUD pursuant to applicable regulations under the HOME Program) of the median income for the Area, as determined by HUD, with adjustment for number of bedrooms in the unit using average occupancy per unit assumptions provided by HUD. In determining the maximum monthly rent that may be charged for a unit under this clause (ii), the Borrower shall subtract from the above amount a monthly allowance for any utilities and services (excluding telephone) to be paid by the Family.

- 8. The Borrower represents, warrants and covenants that the determination of whether a Family meets the income requirements set forth herein shall be made by Borrower at the time of leasing of a unit in the Project and thereafter at least annually on the basis of the current income of such Family. Borrower shall maintain as part of its Project records copies of all leases of units in the Project and all initial and annual income certifications by tenants of the Project. Within 60 days after the end of each calendar year of occupancy of any portion of the Project, the Borrower shall provide to the Lender annual reports consisting of certifications regarding the annual and monthly gross and adjusted income of each Family occupying a unit at the Project. With respect to Families who move to the Project in the prior year, the annual report shall also include certifications regarding the annual and monthly gross and adjusted incomes of such Families at the time of the initial occupancy at the Project. The annual report shall be in a form approved by the Lender and shall contain such supporting documentation as the Lender shall reasonably require. In addition to the foregoing, Borrower shall keep such additional records and prepare and submit to lender such additional reports as Lender may deem necessary to ensure compliance with the requirements of this Affordable Housing Restriction and of the HOME Program.
- 9. Prior to initial occupancy of the Project and annually thereafter as part of the annual reports required under Section 8 above, Borrower shall submit to Lender a proposed schedule of monthly rents and monthly allowances for utilities and services for all

renew must be preceded by not less than 30 days by Borrower's service on the tenant of a written notice specifying the grounds for the action.

11. The Borrower may not sell, transfer or exchange all or any portion of the Project without the Lender's prior written consent.
12. The Borrower shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project except in conjunction with renovation or rehabilitation of the Project or construction of a new project on the Premises, in either case subject to the prior written consent of the Lenders, which consent may be granted or withheld in the Lenders' sole judgment. The Borrower shall not permit the use of any residential unit for any purpose other than rental housing.
13. The Borrower represents, warrants and agrees that if the Project, or any part thereof, shall be damaged or destroyed, the Borrower (subject to the approval of the Lender(s) which will provide the financing) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, and the Borrower represents, warrants and agrees that the Project shall thereafter continue to operate in accordance with the terms of this Affordable Housing Restriction.
14. Any use of the Premises or activity thereon which is inconsistent with the purpose of this Affordable Housing Restriction is expressly prohibited. Borrower shall carry out each activity provided for in this Agreement in compliance with all applicable federal laws and regulations described in 24 CFR Part 92.350 (Equal Opportunity and Fair Housing), Part 92.351 (Affirmative marketing), Part 92.353 (Displacement, Relocation and Acquisition), Part 92.355 (Lead-based Paint), Part 92.356 (Conflict of Interest), Part 92.357 (Executive Order 12372). Borrower hereby grants to lender and its duly authorized representatives the right to enter the Premises (a) at reasonable times and in a reasonable manner for the purpose of inspecting the Premises to determine compliance with this Affordable Housing Restriction. The Notice referred to in clause (b) shall include a clear description of the course and approximate cost of the proposed cure.
15. The rights hereby granted shall include the right of Lender to enforce this Affordable Housing Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to its condition prior to any such violation (it being agreed that the Lender will have no adequate remedy at law), and shall be in addition to, and not in limitation of, any other rights and remedies available to the Lender. Borrower covenants and agrees to reimburse Lender all reasonable costs and expenses (including without limitation reasonable counsel fees) incurred in enforcing this Affordable Housing Restriction or in taking reasonable measures to cure any violation hereof, provided that a violation of this Affordable Housing Restriction is acknowledged by Borrower or determined by a court of competent jurisdiction to have occurred. By its acceptance of this Affordable Housing Restriction, Lender does not undertake any liability or obligation relating to the condition of the Premises. If any provision of this Affordable Housing Restriction shall be any extent be held invalid, the remainder shall not be affected.
16. The Lender is authorized to record or file any notices or instruments appropriate to assuring the enforceability of this Affordable Housing Restriction; and the Borrower on behalf of itself and its successors and assigns appoints the Lender its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf.

18. Any notice, request or other communication which either party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Borrower:

Moorestown Ecumenical Neighborhood Development, Inc.
99 East Second Street
Moorestown, NJ 08057

Charles L. Winne, Esq.
Capehart & Scatchard, PA
CS 5016
Laurel Corporate Center, Suite 300
8000 Midlantic Drive
Mount Laurel, NJ 08054

If to Lender:

County of Burlington
Community Development Program
PO Box 6000
Mount Holly, NJ 08060

or such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by first class mail shall be deemed given two days after mailing; a notice delivered by hand shall be deemed given upon receipt.

19. This Affordable Housing Restriction may not be amended, nor may any obligation hereunder be waived or released, without first obtaining the written consent of the Lender.

Executed under seal this 9th day of February, 2001

Moorestown Ecumenical Neighborhood Development, Inc.

BY: Boyer M Adams
Name:
Title: President

State of New Jersey, ss County of Burlington

Then personally appeared the above named Boyer M. Adams of Moorestown Ecumenical Neighborhood Development, Inc. and acknowledged the foregoing instrument to be his or her free act and deed and the free act and deed of said Boyer M. Adams before me.

Stacie A. Jones
Stacie A. Jones
Notary Public of New Jersey
My Commission Expires March 22, 2001

EXHIBIT A

First American Title Insurance Company

Commitment No. 1396334

REVISED MAY 10, 2000

SCHEDULE C

TRACT I:

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Moorestown Township, County of Burlington, State of New Jersey:

BEGINNING at a point in the Northwesterly right-of-way line of Beech Street (40 feet wide) said point being, North 66 degrees 34 minutes 55 seconds East, 400.12 feet measured along said right-of-way line of Beech Street from its intersection with a centerline of Mill Street; and running

1. Through Lot 16, North 23 degrees, 25 minutes 07 seconds West, 95.62 feet to a point in the Southeasterly line of Lot 23, in Block 4306; thence
2. Along said line of Lot 23, North 69 degrees 49 minutes 57 seconds East, 23.99 feet to a point in the Southwesterly line of Lot 24, Block 4306; thence
3. Along said line of Lot 24, South 33 degrees 25 minutes 03 seconds East, 4.33 feet to a point corner to same; thence
4. Along the Southeasterly line of said Lot 24, North 72 degrees 35 minutes 43 seconds East, 61.06 feet to an angle point in same; thence
5. Still along said Lot 24, South 24 degrees 03 minutes 23 seconds East, 0.67 feet to an angle point in same; thence
6. Still along said line of Lot 24 and also Lot 8, North 69 degrees 56 minutes 37 seconds East, 78.58 feet to a point corner to said Lot 8; thence
7. Along the Northeasterly line of said Lot 8, North 20 degrees 10 minutes 05 seconds West, 3.00 feet to a point corner to Lot 11, in Block 4306; thence
8. Along the Southeasterly line of said Lot 11, North 69 degrees 49 minutes 55 seconds East, 30.16 feet to a point corner to Lot 12, in Block 4306; thence
9. Along the Southwesterly line of said Lot 12, South 20 degrees 10 minutes 05 seconds East, 79.67 feet to a point in the Northwesterly right-of-way line of Beech Street; thence
10. Along said right-of-way line of Beech Street, South 66 degrees 34 minutes 55 seconds West, 188.89 feet to the place of BEGINNING.

Formerly Being Known as Lots 13, 14, 15 and p/o 16, Block 4306 on the Official Tax Map of Moorestown Township.

BEING KNOWN as part of Lot 18, Block 4306 on the Official Tax Map of Moorestown Township.

Continued....

Continued.....

SCHEDULE C

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Moorestown Township, County of Burlington, State of New Jersey:

BEGINNING at a point in the Northerly line of Beech Street (40.00 feet wide), distant South 66 degrees 34 minutes 55 seconds West, 100.00 feet from the intersection of the Northerly line of Beech Street with the Westerly line of Lippincott Avenue (50.00 feet wide), said beginning point also being corner to lands now or formerly of Maris S. Stewart; thence

1. South 66 degrees 34 minutes 55 seconds West, along the Northerly line of Beech Street, 389.00 feet to a point corner to lands now or formerly of Norman P. Olliver, said point is also distant North 66 degrees 34 minutes 55 seconds East, 200.00 feet from the intersection of the Northerly line of Beech Street with the center line of Mill Street; thence
2. North 20 degrees 10 minutes 05 seconds West, along lands of said Norman P. Olliver, 111.80 feet to a point in line of lands now or formerly of Joseph Call; thence
3. North 71 degrees 04 minutes 55 seconds East, partly along lands of said Joseph Call, lands now or formerly of Joseph H. Wilkins and lands now or formerly of Christina C. Trost, 130.08 feet to an angle in said Wilkins land; thence
4. North 76 degrees 10 minutes 01 seconds East, still along said lands of Wilkins, 28.55 feet to a point for a corner therein; thence
5. North 23 degrees 25 minutes 03 seconds West, still along said lands of Wilkins, 1.00 feet to a point for a corner therein; thence
6. North 69 degrees 49 minutes 57 seconds East, still along said Wilkins lands, 60.00 feet to a point in the line of lands now or formerly of Albert Pearson; thence
7. South 23 degrees 25 minutes 03 seconds East, along said lands of Albert Pearson, 4.00 feet to a point for a corner therein; thence
8. North 72 degrees 35 minutes 43 seconds East, still along said lands of Pearson, 61.06 feet to a point in the line of lands now or formerly of Mildred M. Gale; thence
9. South 24 degrees 03 minutes 23 seconds East, along said lands of Mildred M. Gale, 0.67 feet to a point for corner therein; thence
10. North 69 degrees 56 minutes 37 seconds East, still along Gale's land, 78.58 feet to another corner therein; thence
11. North 20 degrees 10 minutes 05 seconds West, still along the same, 3.00 feet to a point corner to lands now or formerly of Louis H. Maisach; thence
12. North 69 degrees 49 minutes 55 seconds East, along the same, 30.16 feet to a point corner to lands of Marie S. Stewart; thence
13. South 20 degrees 10 minutes 05 seconds East, along said Stewart lands, 79.67 feet to a point in the Northerly line to Beech Street and the point and place of BEGINNING.

BEING KNOWN as Lot 18, Block 4306 on the Official Tax Map of Moorestown Township.

Consult your lawyer before signing this mortgage.
It has important legal consequences.

2001 FEB -8 P 1:41

Township of Moorestown
Town Hall, 111 West Second Street
Moorestown, New Jersey 08057
Housing Rehabilitation Program

ARRIVED

MORTGAGE - RENTAL PROPERTIES

This Mortgage is made and dated November 23, 1999, between

MEND, Inc.
99 East Second Street
Moorestown, NJ 08057

(from now on called the "Borrower") and the Township of Moorestown, a municipal corporation of the State of New Jersey, having its principal offices at 111 West Second Street, Moorestown, New Jersey 08057 (from now on called the "Lender").

The words Borrower and Lender include all borrowers and all lenders under this Mortgage. The Lender or any other holder of this Mortgage may transfer this Mortgage and the Note it secures. The word Lender includes (a) the original Lender and (b) anyone who takes this Mortgage by transfer or assignment.

NOTE: The Borrower is borrowing the sum of \$ 135,000.00 or such lesser amount of funds as may actually be disbursed as a loan (the Principal) from the Lender. In return for this loan, the Borrower has signed a Note dated 11/23/99, 1999 (from now on called the "Note").

MORTGAGE AS SECURITY: The purpose of this Mortgage is to give the Lender security for the payment of the principal under the terms of the Note. The Borrower mortgages, grants, and conveys to the Lender all of the land, buildings, and other improvements (now or in the future erected) owned by the Borrower and located at 39 - 47 Beech Street, in the Township of Moorestown, County of Burlington, and State of New Jersey (the Property), the legal description of which is: Block 4306, Lots 13 - 18.

SUBORDINATE MORTGAGE: This property may also be subject to a senior mortgage(s). The senior mortgage(s) are additional liens identified and filed prior to the time of the signing of this Mortgage. This mortgage is subordinate to the senior mortgage(s).

MORTGAGE VOID ON FULL PAYMENT: When the Borrower pays or satisfies all amounts due under the Note and this Mortgage, the Lender's rights under the Note and secured by this Mortgage shall end. However, pre-payment of the loan prior to the expiration of its term does not remove the affordability controls referenced below.

MORTGAGE VOID AT END OF LOAN TERM: If the Borrower satisfies the terms of the Note, the Lender's rights under the Note and secured by this Mortgage shall end ten (10) years from the date the rehabilitation project is completed without repayment of the principal or accrued interest.

AFFORDABILITY CONTROLS: This mortgage is subject to regulations of the New Jersey Council on Affordable Housing (COAH). The term of affordability controls shall be ten years consistent with the term of the mortgage. Continued deferment of the loan will be allowed, provided the assisted unit(s) continue(s) to be occupied by income-eligible low or moderate income households at rental rates established in accordance with COAH rules, N.J.A.C. 5:93-7.4(f) and 5:93-9 for the entire ten year term of the loan. At least 50% of the units shall be rented to renters who have qualified as low income eligible households. The remainder of the units shall be rented to renters who have qualified as moderate income eligible households. Income eligibility of tenant households, rental rates and annual rent increases shall be certified by the Lender's representative on an annual basis. The Lender's representative may charge the Borrower a reasonable administrative fee to complete the annual certification.

MORTGAGE DUE AND PAYABLE: This mortgage shall be payable to the Township, without interest, upon the failure of the property owner to maintain affordability controls on the rehabilitated units during the term of the loan.

MORTGAGE TERMS: The Borrower agrees to the following terms:

1. The Borrower shall comply with all of the terms of the Note and this Mortgage.
2. The Borrower owns and has the right to mortgage the Property to the Lender. The Borrower shall defend this ownership against all claims.
3. The Borrower shall pay all real estates taxes, assessments, water and sewer charges, and other charges against the property when due.
4. The Borrower shall maintain hazard insurance on the Property, with the Township and MEND as loss payees. This insurance must cover loss or damage caused by fire and other hazards normally included under "extended coverage" insurance. It must also include such other hazard coverage as the Lender may reasonably require.
5. The insurance company, agent or broker, amounts of coverage, and forms of all policies must be acceptable to the Lender. All policies shall be subject to a thirty (30) day notice of cancellation to the Township and MEND.
6. The Borrower shall keep the Property in good repair and shall not damage, destroy or abandon the property. Borrower will allow the Lender and MEND to inspect the property on reasonable notice.
7. This Mortgage is a lien of the Lender against the Property for the payment of the Note. Except for any other existing liens on the property identified and filed at the time of the signing of this Mortgage, the Borrower shall not allow any superior lien to be created and/or filed or recorded against the Property unless authorized in writing by the Lender.

8. The Borrower shall pay all payments due on all liens on the Property and not violate any term of any other Mortgage.
9. This Mortgage is binding on the Borrower, his or her heirs, personal representatives, executors, assigns and fiduciaries.
10. All notices under this Mortgage must be in writing by personal delivery, or certified mail, return receipt requested.
11. On payment or forgiveness of the principal under the terms of the Note, the lender shall execute a cancellation of this Mortgage.
12. If the Borrower does not make all repairs or payments as agreed in this Mortgage, the Lender may do so for it. The cost of these repairs and payments will be added to the principal and will be repaid to the Lender upon demand.
13. The Borrower shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.
14. The Borrower agrees to this Mortgage by signing below.

BORROWER HAS RECEIVED A TRUE COPY OF THIS MORTGAGE WITHOUT CHARGE.

Witness or attested by:

William J. Harris
 William J. Harris, Secretary

Boyce M. Adams (Seal)
 Boyce M. Adams, President (Seal)

State of New Jersey

SS:

County of Burlington

BE IT REMEMBERED, that on this 23rd day of November, 1999, before me, the subscriber, Sara Cyr, personally appeared Boyce M. Adams and n/a who I am satisfied (is) (are) the Mortgagor(s) mentioned in the within instrument and thereupon signed this document. The person(s) acknowledged signing, sealing and delivering this document as (their) (his) (her) own voluntary act and deed for the uses and purposes therein expressed.

Sara P. Cyr
 Notary Public

Commission Expires 7/28/2004

TO THE REGISTER OR CLERK,
County of Burlington:
This mortgage is fully paid and is
satisfied. I authorize you to
cancel it of Record. Lender:

Date: _____

I certify that the Lender's signature
is genuine.

Record and return to:

Record and Return to:

Colin B. Scott, Esq.
Dennis P. Talty, P.C.
101 West Main Street, 2nd Fl.
Moorestown, NJ 08057

RECORDING DATA PAGE

Consideration Code:
Transfer Fee :
Recording Date: 02/08/2001 Login id:
Document No : 3485637 ccmehrer

COLIN B SCOTT
101 WEST MAIN STREET 2ND FL
MOORESTOWN, NJ 08057

Receipt No : 271807
Document No : 3485687 Type : MTG
Recording Date : 02/08/2001
Login id : ccmehrer

Recorded
Feb 08 2001 03:07pm
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

Project / Program Information Form

MEND – Clover Apartments – 108 West Camden Avenue

PROJECT / PROGRAM INFORMATION FORM

Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: Clover Apartments

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed all affordable certificates of occupancy (C.O.) issued

5-1-1995

Deleted from Plan
(date approved by COAH) _____)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 **Round 3**

Project Address: 108 West Camden Avenue

Project Block/Lot/Qualifier (list all) 1201 / 17 and 18

Project Acreage: 0.43

Project Sponsor: (circle one) Municipally Developed **Nonprofit Developed** Private Developer

Project Developer: MEND

Planning Area (circle all that apply)

- 1** 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type (circle one)

- Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned **Rehabilitation – 2nd Round**

Credit Sub-Type

- Addressing Unmet Need **Extension of Controls**

Construction Type (circle one)

- New – Third Round** (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

- Conversion Court Project Density Increase Granted Mediated Project
Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project
RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes **no** Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 Number of market units completed 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ² 50%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

² "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project

Third Round - \$350,000.00

Municipal or RCA funds expended

0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
 UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
 Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
 Balanced Housing Balanced Housing - Home Express DCA - Low Income House Tax Credit NPP
 DCA Shelter Support Services DDD DHSS DHSS HMFA Low Income House Tax Credit
 HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls

May 1, 1995

Length of Affordability Controls (in years)

10 or Perpetual

Administrative Agent

MEND

PART C - COUNTS

Affordable Unit Counts

Total non-age-restricted 5 Sales _____ Rentals 5 Total age-restricted 0 Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ³	_____	_____
35% of median income ⁴	_____	_____
50% of median income	<u>5</u>	_____
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
 35% = greater than 30 percent and less than or equal to 35 percent of median income
 50% = greater than 35 percent and less than or equal to 50 percent of median income
 80% = greater than 50 percent and less than 80 percent of median income

³Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

⁴Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	<u>1</u>	2 bedroom low	<u>4</u>	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 5

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

Clover Apts

103 - DEED - BARGAIN AND SALE (Covenant as to Grantor's Acts)
IND TO IND OR CORP - Plain Language

Copyright © 1982 By ALL-STATE LEGAL SUPPLY CO
One Commerce Drive, Cranford, N.J. 07016

VST-2

DEED

Prepared by: (Print signer's name below signature)
✓ *Deborah A. Davis*
Deborah A. Davis

This Deed is made on October 29, 1993

BETWEEN

GARY J. DAVIS and DEBORAH A. DAVIS, his wife

1201-17
18
177-6

whose address is 1702 Justin Lane, Paoli, PA 19301

referred to as the Grantor.

AND

MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INCORPORATED

whose post office address is 513 South Lenola Road, Moorestown, NJ 08057

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of TWO HUNDRED FORTY THOUSAND FIVE HUNDRED DOLLARS and 00/100 ----(\$242,500.00)----
The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Moorestown Township
Block No. 1201 Lot No. 17 & 18 Account No.

No property tax identification number is available on the date of this deed. (Check box if applicable)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Moorestown of County of Burlington and State of New Jersey. The legal description is:

ALL THAT CERTAIN lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of

Moorestown, in the County of Burlington and State of New Jersey: BEGINNING at a point in the middle line of Camden Avenue (formerly known as Camden Turnpike) distant 144.02 feet Westwardly from the intersection of the middle line of Camden Avenue with the extended middle line of Garfield Avenue, and extending thence

- (1) Westwardly, along the middle line of Camden Avenue, 100 feet to a point; thence
- (2) Southwardly at right angles to Camden Avenue, 183 feet to a point; thence
- (3) Eastwardly and parallel with Camden Avenue, 100 feet to a point; thence
- (4) Northwardly at right angles to Camden Avenue, 183 feet to the point and place of BEGINNING.

BEING all of Lot #109 and the East 40.49 feet of Lot #110 on Plan of Lenola Park.

ALSO known as Lots 17 and 18, Block 1201 on the Moorestown Township tax map.

SUBJECT to easements and rights of record.

BEING the same land and premises which became vested in Gary J. Davis and Deborah A. Davis, his wife, by Deed from Jesse F. Doughten and Lynn S. Doughten, his wife, dated December 10, 1986, recorded December 31, 1986, in Deed Book 3316, page 67 of the Burlington County Clerk's Office.



COURT, 138.73
104.81
242.74
DATE- 11/24/1993
HAF

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

E. Louise Lindinger

Gary J. Davis by Deborah A. Davis, his Atty. in Fact (Seal)
Deborah A. Davis (Seal)

E. LOUISE LINDINGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 21, 1999

STATE OF NEW JERSEY, COUNTY OF Camden SS.:

I CERTIFY that on Oct 29, 1993.

by Deborah A. Davis, his Attorney in Fact

GARY J. DAVIS /AND DEBORAH A. DAVIS personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$ 242,500.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

E. Louise Lindinger
(Print name and title below signature)

E. LOUISE LINDINGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 21, 1998

24096-6

DEED

Dated: 10-29-93, 19

GARY J. DAVIS and
DEBORAH A. DAVIS,
Husband and Wife,

Record and return to:

Grantor.

TO

MOORESTOWN ECUMENICAL
NEIGHBORHOOD DEVELOPMENT,
INCORPORATED

Grantee.

Chg. record & return to:
CONCOR ABSTRACT COMPANY
400 Cooper Landing Road Suite 6
Cherry Hill, NJ 08002

53 MC
2002

2002

Project / Program Information Form

MEND – Lenola School Apartments – 100 New Albany Road

PROJECT / PROGRAM INFORMATION FORM

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: Lenola School Apartments – 100 New Albany Road

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

2-24-1988

Deleted from Plan
(date approved by COAH) _____)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: 100 New Albany Road

Project Block/Lot/Qualifier (list all) 1301 / 9 and 10

Project Acreage: 1.50

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: MEND

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) Conversion Court Project Density Increase Granted Mediated Project
Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project
RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 Number of market units completed 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ² 55%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

² "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project \$0

Municipal or RCA funds expended \$0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls February 24, 1988

Length of Affordability Controls (in years) 20 or Perpetual

Administrative Agent MEND

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 0 Sales _____ Rentals _____ Total age-restricted 33 Sales _____ Rentals 33

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ³	_____	_____
35% of median income ⁴	_____	_____
50% of median income	_____	<u>16</u>
<u>Moderate Income</u>		
80% of median income	_____	<u>17</u>

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

³ Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

⁴ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	<u>2</u>	1 bedroom low	<u>14</u>	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	<u>17</u>	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 33

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

7) 100 NEW AIBAM / Lenole School

INSTRUMENT OF DECLARATION OF RESTRICTIONS

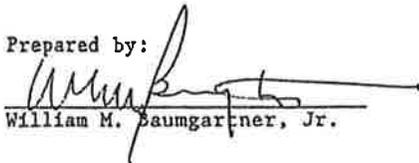
This 24th day of February, 1988, Moorestown Ecumenical Neighborhood Development, Inc., a New Jersey corporation with offices at 228 Chester Avenue, Moorestown, New Jersey (hereinafter "MEND") hereby declares as follows:

- A. The restrictions set forth in Part D hereof, below, shall apply, control, run with the land, and shall bind and inure to the benefit of both MEND (the Declarant hereof), its successors and assigns, and every future tenant and occupant of real estate within the area referred to in Part B hereof, below, and his or her heirs, next of kin, executors, administrators, personal representatives, and assigns.
- B. The particular real estate owned in fee simple by MEND and to which this instrument and these restrictions apply is described in Schedule A, annexed hereto and made part hereof.
- C. As used herein, the following terms have the following meanings:
 - 1. "Township" and "Moorestown" mean the Township of Moorestown in the County of Burlington, a New Jersey municipal corporation.
 - 2. "COAH" means the New Jersey Council on Affordable Housing.
 - 3. "HUD" means the United States Department of Housing And Urban Development.
- D. The restrictions are as follows:

LOW AND MODERATE INCOME HOUSING ("L&M") RESTRICTIONS

- 1. These restrictions shall be and remain in effect for 20 years following the date hereof.
- 2. Seventeen (17) of the thirty-three (33) units (as approved by COAH) shall be and remain affordable to low income households, as that term is defined by N.J.A.C. 5:92-1.3 and any amendments thereto, and that the remaining sixteen (16) units shall be and remain affordable to moderate income households, as that term is defined by N.J.A.C. 5:92-1.3 and any amendments thereto.
- 3. Units shall be rented only to qualified low or moderate income senior citizens (62 years or older) or handicapped persons.
- 4. The range of affordability for the 33 units shall be between 39% and 80% of the median income by household size established by the uncapped Section 8 income limits, published by HUD, 17 of said units being affordable to households at 50% or less of the median income, and the remainder affordable to households between 50% and 80% of the median income.

Prepared by:


William M. Baumgartner, Jr.

Project / Program Information Form

MEND – Moorestown Court Apartments – 82 East Second Street

PROJECT / PROGRAM INFORMATION FORM

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: Moorestown Court Apartments – 82 East Second Street

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

4-1-1984

Deleted from Plan
(date approved by COAH) _____)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: 825 East Second Street

Project Block/Lot/Qualifier (list all) 4405 / 30

Project Acreage: 0.37

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: MEND

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) Conversion Court Project Density Increase Granted Mediated Project
Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project
RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 Number of market units completed 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage² 50%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

² "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project \$0

Municipal or RCA funds expended \$0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls April 1, 1984

Length of Affordability Controls (in years) 25 or Perpetual

Administrative Agent MEND

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 0 Sales _____ Rentals _____ Total age-restricted 8 Sales _____ Rentals 8

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ³	_____	_____
35% of median income ⁴	_____	_____
50% of median income	_____	<u>8</u>
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

³ Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

⁴ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	<u>8</u>	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 8

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

THE TOWNSHIP OF MOORESTOWN

Departmental Memorandum

Date January 24, 1983

To: Alfred S. Harding

From: Dennis J. Funaro *DJF*

Subject: Ordinance #1146, MEND Lease, Court Building

Attached please find the original copy or the above referenced ordinance which I have initialled.

Attachment

cc: John J. Logue *JJL*

ORDINANCE NO. 1146

AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF BURLINGTON AUTHORIZING A LEASE OF BLOCK 271, LOTS 16A AND 37B AS SHOWN ON THE TAX MAPS OF THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF BURLINGTON

WHEREAS, the Township of Moorestown in the County of Burlington (hereinafter referred to as "Township") is the owner of certain lands and premises situate at 92 East Second Street, designated on official tax maps of the Township of Moorestown as Block 271, Lots 16A and 37B, and

WHEREAS, Moorestown Ecumenical Neighborhood Development, Inc., a nonprofit corporation of the State of New Jersey (hereinafter referred to as "MEND") has expressed a desire to lease the above land and premises from the Township, and

WHEREAS, the Township is authorized pursuant to N.J.S.A. 40A:12-14 to lease any real property, capital improvements, or personal property not needed for public use to a nonprofit corporation for a public purpose, now, therefore,

BE IT ORDAINED, by the Township Council of the Township of Moorestown in the County of Burlington, that:

1. The Township is authorized to enter into a lease with MEND a nonprofit corporation of the State of New Jersey, covering land and premises known as Block 271, Lots 16A and 37B, which premises is not needed for public use by the Township.

2. The term of the lease shall be for twenty-five (25) years with an option for MEND to renew for an additional twenty-five (25) years.

3. The annual rent paid by MEND to the Township for the first five years shall be the ratio of the assessed value of improvements only (excluding land value) subsequent to rehabilitation by MEND minus the present assessed value of the existing improvements on (excluding land value) to the assessed value of the improvements (excluding land value) subsequent to the rehabilitation by MEND multiplied by the total municipal tax rate multiplied by the assessed value of the improvements only after rehabilitation. The rental for each subsequent five year term shall be determined by the same

formula with a rental increase limited to no more than fifteen per cent (15%). Should MEND exercise its option to renew for an additional twenty-five years rent shall be renegotiated.

4. The public purpose served by MEND is to make low and moderate income housing available within the Township of Moorestown.

5. The public purpose served by MEND will be of benefit to at least one hundred persons and of general benefit to all residents of the Township of Moorestown.

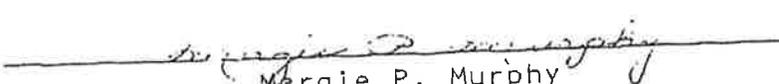
6. The Township Manager or his designated representative shall be responsible for enforcement of the conditions of the lease.

7. MEND shall annually submit to the Township Manager or his designated representative a report setting out the use to which the leasehold was put during each year, the activities of MEND undertaken in furtherance of the public purpose for which the leasehold was granted, the approximate value or cost, if any, of such activities in furtherance of such purpose, and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and Federal law.

8. The Township attorney and all Township officers and employees are hereby authorized to do all acts necessary to carry out the purposes of this ordinance.

9. This ordinance shall take effect, after its final passage, adoption, and publication, on the earliest date allowed by law and may be cited as Ordinance No. 1146.

Certified to be a true and correct copy of an ordinance adopted by the Township Council of The Township of Moorestown in the County of Burlington at their regular meeting on 14 February 1983.


Margie P. Murphy
Township Clerk

ic
APH

Moorestown Court
"Old Court House"

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 135-2003

**AUTHORIZING THE EXECUTION OF A SUBORDINATION AGREEMENT
FOR THE MEND REFINANCING OF THE PROPERTIES AT 82 EAST SECOND
STREET 215 WEST MAIN STREET AND 39-47 BEECH STREET**

WHEREAS, Moorestown Ecumenical Neighborhood Development, Inc. ("MEND") is the owner and/or lessee of three properties located at 82 East Second Street, Moorestown, New Jersey, 215 West Main Street, Moorestown, New Jersey, and 39-47 Beech Street, Moorestown, New Jersey; and

WHEREAS, these properties are part of the Township's Affordable Housing plan; and

WHEREAS, a portion of the plans for certain residential and Affordable Housing controls are recorded against these properties; and

WHEREAS, MEND is in the process of refinancing, and the lender requires that the parties enter into a subordination agreement; and

WHEREAS, the terms of the Subordination agreement are acceptable to the Township, in that the Affordability Controls will be recognized and accepted by the mortgage lender; and

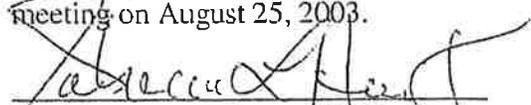
WHEREAS, by refinancing, MEND will lower its monthly payments, which will improve its economic cash flow and better allow it to provide Affordable Housing within the Twp; and

WHEREAS, the subordination agreement here is similar to other subordination agreements entered into in regard to other properties; and

WHEREAS, counsel has determined it is in the best interest of the Township to enter into the subordination agreement,

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Moorestown, County of Burlington, that the Subordination Agreement that is satisfactory to the Township attorney in form and content is hereby approved, and the execution of the Subordination Agreement by Mayor and Township staff is approved.

Certified to be a true and correct copy
of a Resolution adopted by the
Township Council at its regular
meeting on August 25, 2003.


Patricia L. Hunt, Township Clerk

Project / Program Information Form

MEND – Musser Court – 291 West Main Street and 294 West Second Street

PROJECT / PROGRAM INFORMATION FORM

Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: Musser Court (Pine Tree Apartments)

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

12-1-1994

Deleted from Plan
(date approved by COAH) _____)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 **Round 3**

Project Address: 291 West Main Street and 294 West Second Street

Project Block/Lot/Qualifier (list all) 2405 / 1 and 24

Project Acreage: 0.85

Project Sponsor: (circle one) Municipally Developed **Nonprofit Developed** Private Developer

Project Developer: MEND

Planning Area (circle all that apply)

- 1** 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type (circle one)

- Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned **Rehabilitation 2nd Round**

Credit Sub-Type

- Addressing Unmet Need **Extension of Controls**

Construction Type (circle one)

- New 3rd Round** (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

- Conversion Court Project Density Increase Granted Mediated Project
Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project
RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes **no** Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 Number of market units completed 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ² 50%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____
Number of affordable units created with payment _____

² "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project

Third Round - \$560,000.00

Municipal or RCA funds expended

0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
 UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
 Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
 Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
 DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
 HMFA HMFA HOME MONI Section 8 Small Cities Other Burlington County Home Fund

Effective date of affordability controls

December 1, 1994

Length of Affordability Controls (in years)

10 or Perpetual

Administrative Agent

MEND

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 16 Sales Rentals 16 Total age-restricted 0 Sales Rentals

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ³	<u> </u>	<u> </u>
35% of median income ⁴	<u> </u>	<u> </u>
50% of median income	<u>16</u>	<u> </u>
<u>Moderate Income</u>		
80% of median income	<u> </u>	<u> </u>

Note: 30% = less than or equal to 30 percent of median income
 35% = greater than 30 percent and less than or equal to 35 percent of median income
 50% = greater than 35 percent and less than or equal to 50 percent of median income
 80% = greater than 50 percent and less than 80 percent of median income

³Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

⁴Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	<u>8</u>	2 bedroom low	<u>8</u>	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 16

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

Board of Chosen Freeholders
County of Burlington
New Jersey



DEPARTMENT OF
ECONOMIC DEVELOPMENT
Community Development Program
Human Services Facility
795 Woodlane Road, Westampton
P.O. Box 6000
Mt. Holly, N.J. 08060

MRZ
RECEIVED

MAR U 2 2005

MEND, INC.

(609) 265-5072
FAX (609) 265-5500

February 16, 2005

Moorestown Ecumenical Neighborhood Development, Inc.
99 East Second Street, PO Box 828
Moorestown, NJ 08057
ATTN: Michael Connelley, Executive Director

SUBJECT: Covenants and Restrictions – Musser Court Apartments

(i.e. Pine Trees)

Dear Mr. Connelley:

This letter will confirm that the Board of Chosen Freeholders of Burlington County excused the requirement to repay a HOME Program loan for \$225,000.00 for the above-cited property made on April 15, 1994. In consideration of this forgiveness the mortgage enforcing affordable housing restrictions was extended for a five-year period until April 14, 2004. This condition has been satisfied and our records indicate the mortgage should be discharged.

Please contact me if you require any further information.

Sincerely,

John H. Smith, Jr., Coordinator
Community Development Program

CC: Terry Ashley, /accountant

RECEIVED

JAN 29 12 57 PM '93

BURLINGTON COUNTY

E.R. Rago
CLERK

DEED

THIS DEED IS made on December 29th 1992

BETWEEN GLORIA A. HARTNETT AND EDWARD HARTNETT,
her husband,
residing at 303 Evergreen Drive, Moorestown, New Jersey

referred to as the Grantors

AND MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT
INCORPORATED,
with offices at 513 S. Lenola Road, Moorestown, New Jersey
08057

referred to as the Grantees

(The words "Grantor" and "Grantee" shall mean all Grantors
and all Grantees under this deed.)

In return for the payment to the Grantor by the Grantee of
the sum of FIVE HUNDRED THIRTY-FIVE THOUSAND
DOLLARS (\$535,000.00)

and other good and valuable consideration, the grantor grants and
conveys to the Grantee All that real property located in the
Township of Moorestown, County of Burlington and State of New
Jersey.

TRACT NO. 1:

BEGINNING at a point in the Northerly side of Main Street,
between the curb and sidewalk and corner to land now or late of
William E. Newman, and extending; thence

(1) Along the line of said land now or late of William E.
Newman, North 18 degrees 26 minutes West (passing over a monument
in the Northerly line of Main Street as now established, which
monument is at the distance of 8.7 feet Northwardly from said
beginning point and at the distance of 209.07 feet Eastwardly from
the Northeasterly corner of said Main Street and Locust Street),
the total distance of 205.36 feet to an iron pipe corner also to
land now or late of William M. Hoffman; thence

(2) Along line of said land now or late of William M.
Hoffman, land now or late of John L. Wilmot and land now or late
of Marian G. Conrow, South 71 degrees 30 seconds West, the distance
of 110 feet to a point; thence

*Pine Tree Apts
Musser Court*

Prepared by: *AR Rago*
Albert R. Rago, Esquire

2405-1, 24
228-1A
85268

CONSIDERATION \$535,000.00
COUNTY 535.00
STATE .00
H.P.R.E.F. 577.50
TOTAL 1112.50
DATE 2/07/1993

EXEMPT COBL

975

[REDACTED]

the Northerly side of Main Street between the sidewalk and curb (passing over a stake in the Northerly line of Main Street as now established, said stake being at the distance of 8.7 feet Northwardly from the end of this course); thence

(4) Along said Main Street, parallel with the Northerly line thereof, North 71 degrees 17 minutes East, the distance of 110 feet to beginning.

TRACT #2:

BEGINNING at the point of intersection of the center line of Second Street and Locust Street, and extending thence

(1) North 68 degrees 30 minutes East and passing along the center line of Second Street, 142.7 feet to a point corner to land of John L. Wilmot, formerly of Henry Cawood; thence

(2) South 18 degrees 22 minutes 40 seconds East, along said land of Wilmot, formerly of Henry Cawood, 147.07 feet to a point corner to the same; thence

(3) South 71 degrees 30 seconds West, along other lands of the Estate of J. Moore, 142.66 feet to a point in the center line of Locust Street, and; thence

(4) North 18 degrees 19 minutes West, along the center line of Locust Street, 139.6 feet to place of beginning.

BEING Lots 24 and 1, Block 2405, on the official Tax Map of Moorestown Township.

BEING the same premises to which title of record became vested in Gloria A. Hartnett by Deed from Isobel M. Scarborough, dated February 15, 1979, recorded February 29, 1979, in Deed book 2178, page 345.

SUBJECT TO ALL easements, rights-of-way, restrictions, conditions and exceptions, covenants, zoning requirements, agreements and any other similar encumbrance of record, if any.

The Grantor covenants that the Grantor has done no act to encumber the land.

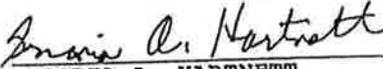
The Grantor has received full payment from the Grantee.

The Grantor signs this Deed on the first date above. If the Grantor is a corporation, this deed is signed by its corporate officers and its corporate seal is affixed.

Signed, sealed and
delivered in the presence of:



Albert G. Rago



GLORIA A. HARTNETT



EDWARD HARTNETT

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)
OR
PARTIAL EXEMPTION
(c. 176, P. L. 1975)

ALL-STATE LEGAL SUPPLY CO.
One Commerce Drive, Cranford, N. J. 07016
R V S T - 1

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY }
COUNTY OF BURLINGTON } ss.

CONSIDERATION: 1		535000.00	EXEMPT CODE: S	
	COUNTY	STATE	N.P.N.B.F	TOTAL
	535.00	.00	577.50	1112.50
	LAV	DATE-	2/01/1993	

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, EDWARD HARTNETT, being duly sworn according to law upon his/her oath deposes and

says that he/she is the one of the Grantors

In a deed dated December, 1992, transferring real property identified as Block No. 2405

Lot No. 24 and 1 located at 291 W. Main Street & 294 W. 2nd Street, Moorestown,

Burlington County and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 535,000.00

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8)
 - Grantor(s) 62 yrs. of age or over.*
 - One or two-family residential premises
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.

- b) BLIND (See Instruction #8)
 - Grantor(s) legally blind.*
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.

- DISABLED (See Instruction #8)
 - Grantor(s) permanently and totally disabled.*
 - One or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not gainfully employed.
 - No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

- c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)
 - Affordable According to H.U.D. Standards.
 - Meets Income Requirements of Region.
 - Reserved for Occupancy.
 - Subject to Resale Controls.

- d) NEW CONSTRUCTION (See Instruction #9)
 - Entirely new improvement.
 - Not previously used for any purpose.
 - Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

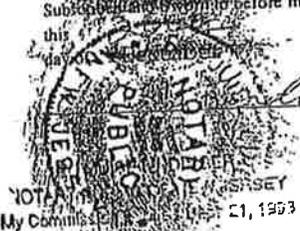
Subscribed and sworn to before me this _____ day of _____, 19 92

EDWARD HARTNETT
Name of Deponent (sign above line)

Edward Hartnett
Name of Grantor (type above line)

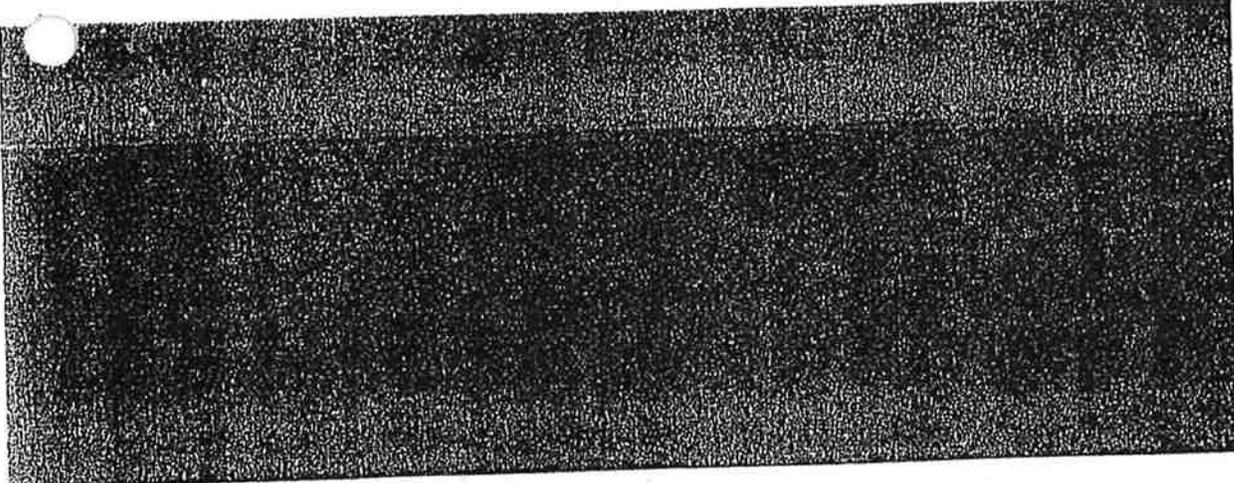
Address of Deponent

303 Evergreen Dr
Moorestown
Address of Grantor or Trustee



FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number _____ County _____
 Deed Number _____ Book _____ Page _____
 Deed Dated _____ Date Recorded _____



DEED OF CONVEYANCE

STATE OF NEW JERSEY :
BURLINGTON COUNTY :

I am a Notary Public of the State of New Jersey, an officer authorized to take acknowledgments and proofs in this State. I sign this acknowledgment below to certify that it was made before me on December 29, 199, GLORIA A. HARTNETT AND EDWARD HARTNETT, appeared before me. I am satisfied that these persons are the person(s) named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed for the uses and purposes therein expressed.

These persons also acknowledged that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by this Deed, as such consideration is defined in P.L. 1968, c.49 Sec.1(c), is \$535,000.00

Louise Lindinger

LOUISE LINDINGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept 21, 1993

Exp. of Commission

LOUISE LINDINGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept



DB4488 PG041

RECEIVED
JAN 4 8 06 AM '93
BURLINGTON COUNTY
E. G. C. Clerk
CLERK

Chg. record & return to:
COOPER ABSTRACT COMPANY
401 Cooper Landing Road-Suite 6
Cherry Hill, NJ 08002
22109-6

02096
RECORDED

93 FEB -1 AM 8:01

BURLINGTON CO. CLERK

E. G. C. Clerk

DB4488 PG042

Project / Program Information Form

MEND – Stokes Place – 150 Schooley Street

PROJECT / PROGRAM INFORMATION FORM

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: Stokes Place – 150 Schooley Street

Project Status (circle current status and enter date of action for that status)	<u>Date of Action</u>
Proposed/Zoned	_____
Preliminary Approval	_____
Final Approval	_____
Affordable Units under Construction	_____
Completed (all affordable certificates of occupancy (C.O.) issued)	<u>5-15-91</u>
Deleted from Plan (date approved by COAH) _____)	_____

Project / Program Type (circle one)

- | | | |
|-------------------------------|--------------------------------|---|
| Assisted Living Facility | Alternative Living Arrangement | Accessory Apartment |
| Buy – Down | Credits without Controls | ECHO |
| 100 Percent Affordable | Inclusionary | Rehabilitation |
| | | Municipally-Sponsored Rental Units ¹ |

If an Inclusionary project, identify type (circle all that apply)

- Units constructed on-site Units constructed off-site Combination Contributory
- Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

- Transitional Facility for the Homeless Residential Health Care Facility Congregate Living Facility
- Group Home Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: 150 Schooley Street

Project Block/Lot/Qualifier (list all) 4406 / 4

Project Acreage: 0.40

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: MEND

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) Conversion Court Project Density Increase Granted Mediated Project
Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project
RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 Number of market units completed 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage² 50%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

²“Affordability Average” means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project \$0

Municipal or RCA funds expended \$0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing - Home Express DCA - Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls May 15, 1991

Length of Affordability Controls (in years) 20 or Perpetual

Administrative Agent MEND

PART C - COUNTS

Affordable Unit Counts

Total non-age-restricted 0 Sales _____ Rentals _____ Total age-restricted 16 Sales _____ Rentals 16

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ³	_____	_____
35% of median income ⁴	_____	_____
50% of median income	_____	<u>16</u>
<u>Moderate Income</u>		
80% of median income	_____	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

³ Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

⁴ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	<u>2</u>	1 bedroom low	<u>14</u>	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 16

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____
RCA Receiving Municipality _____ County _____
COAH approval date _____
Number of units transferred _____ Cost per unit _____
Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____
Partnership Receiving Municipality _____ County _____
Name of Project _____
Credits for Sending Municipality _____
Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

THIS AGREEMENT made and entered into between THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF BURLINGTON, STATE OF NEW JERSEY (hereinafter, "Moorestown") and MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC. (hereinafter, "MEND"), entered into this 23rd day of April, 1990:

WHEREAS, grant application was made by Moorestown, in conjunction with MEND, to the Balanced Housing New Construction Program (hereinafter, "the program") for a grant in the amount of Two Hundred Sixty-two Thousand Three Hundred Dollars (\$262,300) to be used for a sixteen (16) rental unit apartment development (hereinafter, "the development"), known as the Stokes Building, for low income elderly persons; and

WHEREAS, the Department of Community Affairs (hereinafter, "agency") of the State of New Jersey, which agency administers the program, is ready to release the grant monies to Moorestown subject to certain conditions; and

WHEREAS, one of said conditions is that Moorestown and MEND enter an agreement which outlines MEND's duties and responsibilities to Moorestown with respect to this development; now, therefore,

IT IS HEREBY AGREED by and between Moorestown and MEND as follows:

ONE: MEND shall properly, promptly and successfully complete the construction of the sixteen (16) rental apartment units, known as the Stokes Building, in accordance with the following schedules:

SCHEDULE A

Construction of all units shall be completed no later than June 30, 1991.

SCHEDULE B

All units shall be made ready for occupancy, including attaining necessary governmental approvals, no later than July 31, 1991.

TWO: MEND shall offset the acquisition costs of the development with the Two Hundred Sixty-two Thousand Three Hundred Dollars (\$262,300) received by Moorestown Township under the program, or such greater or lesser amount as Moorestown shall receive and loan in turn to MEND pursuant to Paragraph 10, thereby lowering the debt service, and thereby reducing the rents to levels affordable to low income elderly persons.

THREE: MEND agrees that the sixteen (16) units shall be and remain affordable to low income households for a period of at least twenty (20) years pursuant to NJAC 5:14, subchapter 4 and any amendments thereto and in compliance with the New Jersey Department of Community Affairs, Affordable Housing Management Service which shall have authority and responsibility for administering the affordability controls."

FOUR: MEND shall initially, and upon re-rental, screen prospective tenants and lease the units to qualified low income senior citizens (sixty-two (62) years or older) or handicapped or disabled citizens.

FIVE: MEND shall charge initial rents for units when leased, according to the following schedule:

<u>Number of Bedrooms</u>	<u>Number of Units this size</u>	<u>Monthly Rent/Unit</u>
1	16	\$237 *

SIX: MEND shall target representative groups within Burlington County among whom the sixteen (16) units will be marketed. MEND shall advertise the availability of the units, and approximately sixty (60) days prior to project completion shall provide for an on-site sample apartment. MEND will comply with its Affirmative Fair Housing Marketing Plan.

SEVEN: MEND shall screen applicants for initial occupancy. Initially, no more than fifty percent (50%) of the units shall be made available to households residing in Moorestown, or working within Moorestown and residing elsewhere. When fifty percent (50%) of the units have been leased, eligible non-Moorestown applicants shall be pooled and offered leases. Within all rounds of applicant selection, random selection should prevail.

EIGHT: MEND shall submit to Moorestown a Statement of Adequacy of its accounting system which, among other things, certifies that, for the purposes of this agreement, its accounting system will be adequate to:

(1) provide for accurate identification of the receipt and expenditure of agency funds received by MEND through Moorestown;

(2) provide for documentation supporting each book entry, filed in such a way that it can be readily located;

(3) provide accurate and current financial reporting information;

(4) be integrated with a strong system of internal control; and

(5) will conform to any and all regulations or guidelines that the agency of Moorestown may issue.

NINE: MEND agrees that the Township Manager or his designee shall be recognized at all times as responsible for the enforcement of the conditions of this agreement, to whom MEND shall be accountable hereunder.

TEN: MEND shall execute a promissory note in the amount of \$262,300 secured by a mortgage on the Stokes Building, located at 150 Schooley Street, Moorestown, New Jersey. The Township of Moorestown shall assign said mortgage to the Department of Community Affairs, Division of Housing and Development. The loan shall be non-amortizing and shall carry no interest. The principal amount of the loan shall become due and payable only if affordability controls are terminated.

ELEVEN: Repayment of the loan and the lien of the mortgage shall be subordinate to the lien of all acquisition and construction financing for the development.

TWELVE: MEND agrees to comply with the terms and conditions as set forth in the Agreement between the Division and the Municipality.

THIRTEEN: MEND agrees to provide the following:

1. \$87,000 equity in the project and,
2. Amounts necessary to meet deficits during operating pursuant to its Board resolution, dated April 25, 1989, which is hereby attached to and made part of this agreement as Attachment E.

FOURTEEN: This agreement shall remain in effect for twenty (20) +
years.

TOWNSHIP OF MOORESTOWN IN
THE COUNTY OF BURLINGTON

Attest:

Margie P. Murphy, Clerk

Walter T. Maahs

Walter T. Maahs, Mayor

MOORESTOWN ECUMENICAL
NEIGHBORHOOD DEVELOPMENT,

Attest:

Stanley A. Leach

By: *Benjamin Adams*



Date Issued 5-15-91
Control #
Permit # 5237

CERTIFICATE

STOKES
at
124 E Second St

IDENTIFICATION

Block 270 Lot 1B, 1C
 Work Site Location 195 SUTTERLEY ST
MOORESTOWN, NJ 08057
 Owner In Fee MEND INC.
 Address P.O. Box 178
Moorestown, NJ 08057
 Tele. (609) 722-7070
 Contractor Integrated Construction
 Address 115 New St.
Glenside, PA 19038
 Tele. (215) 884-0500
 Lic. No. or Bidrs. Reg. No. 275125
 Federal Emp. No. 25-2520326
 or Social Security No. _____

Home Warrantly No. _____
 Use Group B2
 Maximum Live Load _____
 Description of Work/Use:

RENOVATION TO EXISTING BUILDING INTO SIXTEEN APARTMENTS

Type of Warranty Plan: [] State [] Private N/A
 Construction Classification _____
 Maximum Occupancy Load _____

CERTIFICATE OF OCCUPANCY/APPROVAL

CERTIFICATE OF OCCUPANCY

This serves notice that said building, structure, or equipment has been constructed or installed in accordance with the New Jersey Uniform Construction Code, and is approved for use and/or occupancy.

CERTIFICATE OF CONTINUED OCCUPANCY

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

TEMPORARY CERTIFICATE OF OCCUPANCY

If this is a Temporary Certificate of Occupancy the following conditions must be met no later than _____, 19____ or the owner will be subject to a fine or order to vacate.

Fee \$ PPD
 Paid [] Check No _____
 Collected by _____

CHARLES MURPHY
 CONSTRUCTION OFFICIAL

Project / Program Information Form

MEND – 66 & 68 East Second Street

PROJECT / PROGRAM INFORMATION FORM

Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: 66 and 68 East Second Street

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

3-17-1993

Deleted from Plan
(date approved by COAH) _____)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: 66 and 68 East Second Street

Project Block/Lot/Qualifier (list all) 4405 / 24 and 25

Project Acreage: 0.25

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: MEND

Planning Area (circle all that apply)

- 1 2 3 4 4B 5 5B
Highland Preservation Highlands Planning Area Pinelands Meadowlands
CAFRA Category 1 Watershed

Credit Type (circle one)

- Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

- Addressing Unmet Need Extension of Controls

Construction Type (circle one)

- New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply)

- Conversion Court Project Density Increase Granted Mediated Project
Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project
RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted

- yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 Number of market units completed 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage ² 53%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

² "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project

0

Municipal or RCA funds expended

0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
 HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
 UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
 Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing - Home Express DCA - Low Income House Tax Credit NPP
 DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
 HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls

August 10, 1992

Length of Affordability Controls (in years)

20 or Perpetual

Administrative Agent

MEND

PART C - COUNTS

Affordable Unit Counts

Total non-age-restricted 3 Sales _____ Rentals 3 Total age-restricted 0 Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ³	<u> </u>	<u> </u>
35% of median income ⁴	<u> </u>	<u> </u>
50% of median income	<u> 2 </u>	<u> </u>
<u>Moderate Income</u>		
80% of median income	<u> 1 </u>	<u> </u>

Note: 30% = less than or equal to 30 percent of median income
 35% = greater than 30 percent and less than or equal to 35 percent of median income
 50% = greater than 35 percent and less than or equal to 50 percent of median income
 80% = greater than 50 percent and less than 80 percent of median income

³Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)

⁴Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	<u>2</u>	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	<u>1</u>

Completed Units

Number of affordable units completed in this project 3

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____
RCA Receiving Municipality _____ County _____
COAH approval date _____
Number of units transferred _____ Cost per unit _____
Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____
Partnership Receiving Municipality _____ County _____
Name of Project _____
Credits for Sending Municipality _____
Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

66-68 East 2nd St,
Year 2012

THIS AGREEMENT made and entered into between THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF BURLINGTON, STATE OF NEW JERSEY (hereinafter "Moorestown") and MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC. (hereinafter "MEND"), entered into this 10th day of August, 1992 :

WHEREAS, grant application was made by Moorestown, in conjunction with MEND, to the New Jersey Department of Community Affairs Balanced Housing Program (hereinafter, "agency") for a grant in the amount of fifty thousand dollars (\$50,000) to be used for a three (3) rental unit apartment development (hereinafter, "the development"), known as the 66-68 East Second Street for low and moderate income persons; and

WHEREAS, the Department of Community Affairs of the State of New Jersey is ready to release the grant monies to Moorestown subject to certain conditions; and

WHEREAS, this agreement outlines MEND's duties and responsibilities to Moorestown with respect to this development;

NOW IT IS HEREBY AGREED by and between Moorestown and MEND as follows:

ONE: MEND shall properly, promptly and successfully acquire 66 and 68 East Second Street and complete the construction of three (3) housing units, known as 66-68 East Second, in accordance with the following schedule:

All units shall be made ready for occupancy, including attaining necessary governmental approvals, no later than

TWO: MEND agrees that the three (3) units shall be and remain low and moderate income housing, as that term is defined by N.J.A.C. 5:92-1.3 and any amendments thereto, for a period of at least twenty (20) years.

THREE: MEND shall screen prospective tenants as qualified low or moderate income individuals or families.

FOUR: MEND shall provide that the range of affordability for the two units at 68 East Second Street shall be between forty-four and two tenths percent (44.2%) and fifty percent (50%) and the one (1) unit at 66 East Second Street shall be between sixty-four percent (64%) and eighty percent (80%) of the median income established by the uncapped Section 8 income limits, published by the United States Department of Housing and Urban Development.

-continued-

FIVE: MEND shall target representative groups within Burlington County among whom the three (3) units will be marketed. MEND shall advertise the availability of the units. Affirmative marketing practices shall be utilized by MEND.

SIX: MEND shall screen applicants for rental. Within all rounds of application selection, random selection should prevail.

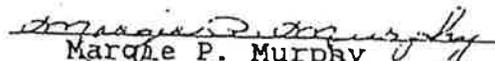
SEVEN: MEND shall submit to Moorestown a Statement of Adequacy of its accounting system which, among other things, certifies that, for the purposes of this agreement, its accounting system will be adequate to:

- (1) provide for accurate identification of the receipt and expenditure of agency funds received by MEND through Moorestown;
- (2) provide for documentation supporting each book entry, filed in such a way that it can be readily located;
- (3) provide accurate and current financial reporting information;
- (4) be integrated with a strong system of internal control; and
- (5) will conform to any and all regulations or guidelines that the agency or Moorestown may issue.

EIGHT: MEND agrees that the Township Manager or his designee shall be recognized at all times as responsible for the enforcement of the conditions of this agreement, to whom MEND shall be accountable hereunder.

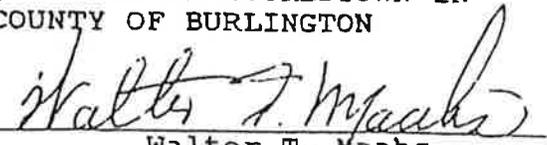
NINE: ~~This agreement shall remain in effect for twenty (20) years.~~

Attest:


Margie P. Murphy
Township Clerk

THE TOWNSHIP OF MOORESTOWN IN
THE COUNTY OF BURLINGTON

BY:


Walter T. Maahs
Mayor

Attest:

Quintin Lerch

Quintin Lerch
Assistant Secretary

-continued-

MOORESTOWN ECUMENICAL
NEIGHBORHOOD DEVELOPMENT, INC.

By:

Jonah Cooper

Jonah Cooper
Executive Director

Moorestown Ecumenical Neighborhood Development, Inc.

513 So. Lenola Road
 MOORESTOWN, N.J. 08057
 609-722-7070
 Fax 609-722-7577

TO: Moorestown Township
111 West Second Street
Moorestown, New Jersey 08057

ATTN: John Schoenberg

PROJECT _____
 JOB NO. _____
 DATE November 5, 1992

We are sending herewith under separate cover :

- Shop Drawings
- Samples
- Prints
- Specifications
- Photostats
- Copy of Letter
- Others
- Photographs
- Colors

NO. OF COPIES	DRAWING NO.	DATED	TITLE OR DESCRIPTION	ACTION
1		10/30/92	Agreement for 66 & 68 E. Second Street	

*Copy to: J Tenney
 Filed (cont) + (MEMO)
 Copy to → Mary*

REMARKS

Copy to _____

Very truly yours,

Per Quint Lerch

- by Messenger
- Mail
- Blue Printer

THIS AGREEMENT made and entered into between THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF BURLINGTON, STATE OF NEW JERSEY (hereinafter "Moorestown") and MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC. (hereinafter "MEND"), entered into this 30th day of October, 1992.

WHEREAS, a grant application was made by Moorestown, in conjunction with MEND, to the New Jersey Department of Community Affairs Balanced Housing Program (hereinafter, "agency") for a grant in the amount of fifty thousand dollars (\$50,000) to be used for a three (3) rental unit apartment development (hereinafter, "the development"), known as 66-68 East Second Street for qualifying persons with low and moderate income; and

WHEREAS, the Department of Community Affairs of the State of New Jersey is ready to release the grant monies to Moorestown subject to certain conditions; and

WHEREAS, this agreement outlines MEND's duties and responsibilities to Moorestown with respect to this development;

NOW IT IS HEREBY AGREED by and between Moorestown and MEND as follows:

ONE: MEND shall promptly and diligently acquire 66 and 68 East Second Street and complete the construction of three (3) housing units, known as 66- 68 East Second; and

A. MEND agrees to create 3 new affordable housing units at the following sizes and rents:

<u># of Units</u>	<u># of BRs</u>	<u>Sq.Ft.</u>	<u>Base Rent</u>
1	3	1421	\$7,200
1	2	874	\$4,560
1	2	850	\$4,560

In addition trash collection service shall be provided by MEND at no additional cost to the tenant.

MEND shall provide water and sewer service up to a maximum of \$80 per quarter. Any additional charges shall be the tenants responsibility.

B. MEND shall execute a note in the amount of \$50,000 and mortgage in favor of the Agency. The terms and conditions

of this note and mortgage shall be subject to the review and approval of the Agency.

- C. MEND agrees to comply with the terms and conditions set forth in this Agreement between the Department and the Municipality.
- D. MEND shall enter into an Affordable Housing Agreement, Declaration of Covenants, Conditions and Restrictions with the Department's Affordable Housing Management Service which will monitor affordability controls and certify eligible households.

TWO: MEND agrees that the three (3) units shall be and remain low and moderate income housing, as that term is defined by N.J.A.C. 5:92-1.3 and any amendments thereto, for a period of at least twenty (20) years.

THREE: MEND shall screen prospective tenants as qualified low or moderate income individuals or families. Within all rounds of application selection, random selection should prevail.

FOUR: MEND shall provide that the range of affordability for the two units at 68 East Second Street shall be between forty-four and two tenths percent (44.2%) and fifty percent (50%) and the one (1) unit at 66 East Second Street shall be between sixty-four percent (64%) and eighty percent (80%) of the median income established by the uncapped Section 8 income limits, published by the United States Department of Housing and Urban Development.

FIVE: MEND shall target representative groups within Burlington County among whom the three (3) units will be marketed. MEND shall advertise the availability of the units. Affirmative marketing practices shall be utilized by MEND.

SIX: MEND shall submit to Moorestown a Statement of Adequacy of its accounting system which, among other things, certifies that, for the purposes of this agreement, its accounting system will be adequate to:

- (1) provide for accurate identification of the receipt and expenditure of agency

funds received by MEND through Moorestown;

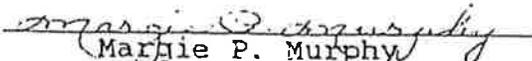
- (2) provide for documentation supporting each book entry, filed in such a way that it can be readily located;
- (3) provide accurate and current financial reporting information;
- (4) be integrated with a strong system of internal control; and
- (5) will conform to any and all regulations or guidelines that the agency or Moorestown may issue.

SEVEN: MEND agrees that the Township Manager or his designee shall be recognized at all times as responsible for the enforcement of the conditions of this agreement, to whom MEND shall be accountable hereunder.

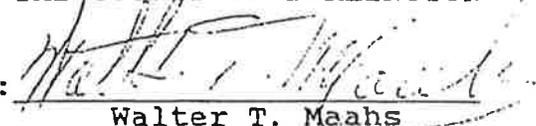
EIGHT: The Township of Moorestown agrees to provide \$50,000 in Balanced Housing Grant funds to MEND when said funds are received from the Agency. In addition MEND shall be designated as the subgrantee for \$60,000 in Community Development Block Grant Funds.

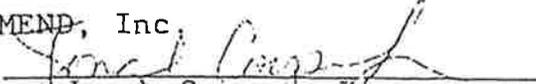
NINE: In the event there is a conflict between this agreement and the Balanced Housing Grant Agreement 92-0675-00, then (to Balanced Housing Grant Agreement shall control to the extent of the conflict. This agreement shall remain in effect for twenty (20) years.

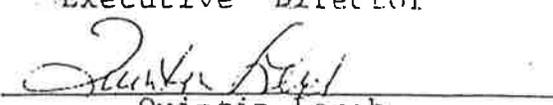
Attest:


Margie P. Murphy
Township Clerk

THE TOWNSHIP OF MOORESTOWN
IN THE COUNTY OF BURLINGTON

By: 
Walter T. Maahs
Mayor

MEND, Inc.

Jonah Cooper, Sr.
Executive Director


Quintin Lerch
Assistant Secretary

Project / Program Information Form

MEND – 124 East Second Street

PROJECT / PROGRAM INFORMATION FORM

Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A - PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: 124 East Second Street

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

5-15-1991

Deleted from Plan

(date approved by COAH) _____)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy - Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: 124 East Second Street

Project Block/Lot/Qualifier (list all) 4406 / 4

Project Acreage: 0.20

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: MEND

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) Conversion Court Project Density Increase Granted Mediated Project

Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project

RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 Number of market units completed 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage² 50%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

² "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project 0

Municipal or RCA funds expended 0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls January 15, 1992

Length of Affordability Controls (in years) 20 or Perpetual

Administrative Agent MEND

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 1 Sales _____ Rentals 1 Total age-restricted 0 Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are restricted for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ³	_____	_____
35% of median income ⁴	_____	_____
50% of median income	<u>1</u>	_____
<u>Moderate Income</u>		
80% of median income	<u>1</u>	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

³ Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)
⁴ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	<u>1</u>	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____

Completed Units

Number of affordable units completed in this project 1

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

DEED

11991

This Deed is made on January 15, 1992

BETWEEN MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INCORPORATED, a New Jersey non-profit corporation,

270-1B
4400-394

having its principal office at P.O. Box 178, Moorestown, New Jersey 08057 referred to as the Grantor,

AND MEND LP, a New Jersey limited partnership

whose post office address is P.O. Box 178, Moorestown, New Jersey 08057 referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE MILLION SIX HUNDRED FOURTEEN----- (\$1,000,614.00)-----DOLLARS
The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Moorestown
Block No. 270 Lot No. 13 & 1C Account No.
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Moorestown County of Burlington and State of New Jersey. The legal description is:

BEGINNING at a point at the intersection of the Southerly line of Second Street (41 feet wide) with the Westerly line of Schooley Street (24 feet wide), and extends; thence
(1) Along the Southerly line of Second Street, South 73 degrees 16 minutes West, a distance of 153.85 feet to a point; thence
(2) South 17 degrees 29 minutes East, a distance of 82.50 feet to a point; thence
(3) South 73 degrees 16 minutes West, a distance of 2.55 feet to a point; thence
(4) South 17 degrees 29 minutes East, a distance of 82.50 feet to a point; thence
(5) North 73 degrees 16 minutes East, a distance of 158.85 feet to a point in the Westerly line of Schooley Street; thence
(6) Along said line, North 18 degrees 20 minutes West, a distance of 165.05 feet to the place of beginning.

BEING the same land and premises which became vested in the Grantor herein by Deed from Samuel E. Stokes, Kenneth W. Gemmill and Provident National Bank, Executors of the Will of Lydia B. Stokes, dated April 25, 1989 and recorded May 17, 1989 in the Office of the Clerk of Burlington County in Book 3856 of Deeds, page 176.

SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

Prepared by:
(N.J.S.A. 46:15-13)

Charles L. Winne

CHARLES L. WINNE
Attorney at Law of New Jersey

CONSIDERATION: \$ 105700.00 EXEMPT CODE: S

TOTAL 2420.00
R.P.R.A.F. 1362.00
STATE .00
COUNTY 1058.00
DATE- 2/27/1992

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. Its corporate seal is affixed.

Attested by:

MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INCORPORATED.

Quintin A. Lerch
Quintin A. Lerch, Asst. Secretary

By: Boyce M. Adams
Boyce M. Adams



STATE OF NEW JERSEY, COUNTY OF Camden SS.:
I CERTIFY that on January 15, 19 92

Quintin A. Lerch personally came before me and this person acknowledged under oath, to my satisfaction, that:
(a) this person is the assistant secretary of Moorestown Ecumenical Neighborhood Development, Incorporated the corporation named in this Deed;
(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is Boyce M. Adams the President of the corporation;
(c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
(d) this person knows the proper seal of the corporation which was affixed to this Deed;
(e) this person signed this proof to attest to the truth of these facts; and
(f) the full and actual consideration paid or to be paid for the transfer of title is \$1,000,614.00
(Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on
January 15, 1992

Margaret E. Sommer



Quintin A. Lerch
(Print name of attesting witness below signature)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY }
COUNTY OF CAMDEN } ss.

CONSIDERATION: 1 1057900.00 EXEMPT CODE: 5

COUNTY	STATE	N.P.N.R.F	TOTAL
1058.00	.00	1362.00	2420.00
BHN	DATE-	2/27/1992	

*Use symbol "C" to indicate that fee is exclusively in County

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Charles L. Winne, being duly sworn according to law upon his/her oath deposes and

says that he/she is the Legal Representative

in a deed dated _____, transferring real property identified as Block No. 270

Lot No. s. 13 and 10 located at 150 Schooley Street, Moorestown Township,

Burlington County, N.J. and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1,057,900.00

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8)
- Grantor(s) 62 yrs. of age or over.*
 - One or two-family residential premises
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.

- b) BLIND (See Instruction #8)
- Grantor(s) legally blind.*
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.

- DISABLED (See Instruction #8)
- Grantor(s) permanently and totally disabled.*
 - One or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not gainfully employed.
 - No joint owners other than spouse or other qualified exempt owners.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

- c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)
- Affordable According to H.U.D. Standards.
 - Meets Income Requirements of Region.
 - Reserved for Occupancy.
 - Subject to Resale Controls.

- d) NEW CONSTRUCTION (See Instruction #9)
- Entirely new improvement.
 - Not previously used for any purpose.
 - Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me this _____ day of _____, 19 92

Charles L. Winne
Charles L. Winne
41 S. Haddon Avenue
Haddonfield, N.J. 08033

Name of Grantor (type above line)

Address of Grantor at Time of Sale

ANN M. CAMPBELL
Notary Public of New Jersey
My Commission Expires October, 5 1994

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.

Instrument Number _____ County _____

Deed Number _____ Book _____ Page _____

Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or amended without the approval of the Director. ORIGINAL - White copy to be retained by County. DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on payment of fee. TRIPLICATE - Pink copy is your file copy.

BB402670788

080252 1018A



#1

20942B DEED

Dated: January 15, 1992

MOORESTOWN ECUMENCIAL
NEIGHBORHOOD DEVELOPMENT,
INCORPORATED, a NJ non-profit
corporation, (Grantor.

TO
MEND LP, a New Jersey
limited partnership (Grantee.

Record and return to:

Chg. record & return to:
COOPER ABSTRACT COMPANY
SUITE 100 Cooper Landing Road
Cherry Hill, NJ 08002

01877

68194 9264BD

BURLINGTON CO. CLERK
92 FEB 27 PM 2:35

RECORDED

Project / Program Information Form

MEND – 528 Bethel Avenue

PROJECT / PROGRAM INFORMATION FORM

(Complete a separate Project / Program information form for each proposed or completed project or program. For RCAs and Partnership Programs, the sending municipality need only complete Part D. RCA receiving municipalities should submit complete information for all projects and programs receiving RCA funding)

PART A – PROJECT HEADER

Municipality: Moorestown Township County: Burlington

Project or Program Name: 528 Bethel Avenue

Project Status (circle current status and enter date of action for that status)

Date of Action

Proposed/Zoned

Preliminary Approval

Final Approval

Affordable Units under Construction

Completed (all affordable certificates of occupancy (C.O.) issued)

3-10-1993

Deleted from Plan
(date approved by COAH) _____)

Project / Program Type (circle one)

Assisted Living Facility

Alternative Living Arrangement

Accessory Apartment

Buy – Down

Credits without Controls

ECHO

Municipally-Sponsored Rental Units¹

100 Percent Affordable

Inclusionary

Rehabilitation

If an Inclusionary project, identify type (circle all that apply)

Units constructed on-site

Units constructed off-site

Combination

Contributory

Growth Share Ordinance

If an Alternative Living Arrangement project, identify type (circle one)

Transitional Facility for the Homeless

Residential Health Care Facility

Congregate Living Facility

Group Home

Boarding Homes (A through E) (only eligible for credit for 1987-99 plans)

¹ See N.J.A.C. 5:94-4.11

PART B – PROJECT DETAIL (Complete all applicable sections)

COAH Round Rules Used: Round 1 Round 2 Round 3

Project Address: 528 Bethel Avenue

Project Block/Lot/Qualifier (list all) 4101 / 5

Project Acreage: 0.15

Project Sponsor: (circle one) Municipally Developed Nonprofit Developed Private Developer

Project Developer: MEND

Planning Area (circle all that apply)

1 2 3 4 4B 5 5B

Highland Preservation Highlands Planning Area Pinelands Meadowlands

CAFRA Category 1 Watershed

Credit Type (circle one)

Prior-cycle (1980 – 1986) Post-1986 completed Proposed/Zoned Rehabilitation

Credit Sub-Type

Addressing Unmet Need Extension of Controls

Construction Type (circle one) New (includes reconstruction and conversions) Rehabilitation

Flags (circle all that apply) Conversion Court Project Density Increase Granted Mediated Project

Result of Growth Share Ordinance High Poverty Census Tract Off-Site Partnership Project

RCA Receiving Project Reconstruction Part of Redevelopment Plan

Project Waiver granted yes no Round waiver was granted R1 R2 R3

Type of Waiver _____

Number of market units proposed 0 **Number of market units completed** 0

Condo Fee percentage (if applicable) _____

Affordability Average Percentage² 60%

For Contributory or Combination Sites

Total payment in lieu of building affordable units on site _____

Number of affordable units created with payment _____

² "Affordability Average" means an average of the percentage of median income at which restricted units in an affordable development are affordable to low and moderate-income households.

Municipal or RCA funds committed to project 0

Municipal or RCA funds expended 0

Funding Sources (circle all that apply)

County HOME County Rehab Funds CDBG Federal Home Loan Bank HODAG HUD HUD 202
HUD 236 HUD 811 HUD HOPE VI HUD HOME McKinney Funds Fannie Mae Multi-Family
UDAG UHORP USDA-FHA Rural Development USDA-FHA - Section 515 Development Fees
Municipal Bond Municipal Funds Payment in Lieu Private Financing RCA Capital Funding
Balanced Housing Balanced Housing – Home Express DCA – Low Income House Tax Credit NPP
DCA Shelter Support Services DDD DHSS DHHS HMFA Low Income House Tax Credit
HMFA HMFA HOME MONI Section 8 Small Cities Other _____

Effective date of affordability controls March 10, 1993

Length of Affordability Controls (in years) 20 or Perpetual

Administrative Agent MEND

PART C – COUNTS

Affordable Unit Counts

Total non-age-restricted 1 Sales _____ Rentals 1 Total age-restricted 0 Sales _____ Rentals _____

Complete the chart for the number of non-age-restricted and age-restricted units that are **restricted** for the following income categories (do not report on the income levels of residents currently residing in the units)

<u>Low Income</u>	<u>Non-age restricted</u>	<u>Age-restricted</u>
30% of median income ³	_____	_____
35% of median income ⁴	_____	_____
50% of median income	_____	_____
<u>Moderate Income</u>		
80% of median income	<u>1</u>	_____

Note: 30% = less than or equal to 30 percent of median income
35% = greater than 30 percent and less than or equal to 35 percent of median income
50% = greater than 35 percent and less than or equal to 50 percent of median income
80% = greater than 50 percent and less than 80 percent of median income

Pursuant to N.J.A.C. 5:94-4.22 units deed restricted to households earning 30% or less of median income may be eligible for Bonus Credit for Very-Low Income Units. (RCA receiving units not eligible for bonus credits)
⁴ Pursuant to N.J.A.C. 5:80-26.3(d) At least 10 percent of all low- and moderate-income rental units must be deed restricted to households earning no more than 35 percent of median income

Bedroom Distribution of Affordable Units

Sale units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	_____
Rental units	efficiency low	_____	1 bedroom low	_____	2 bedroom low	_____	3 bedroom low	_____
	efficiency mod	_____	1 bedroom mod	_____	2 bedroom mod	_____	3 bedroom mod	<u> 1 </u>

Completed Units

Number of affordable units completed in this project 1

Number of affordable units in this project lost through foreclosures, illegal sale or expired affordability controls 0

PART D - (completed by Sending Municipality)

For Regional Contribution Agreements (RCA)

Sending Municipality _____ County _____

RCA Receiving Municipality _____ County _____

COAH approval date _____

Number of units transferred _____ Cost per unit _____

Total transfer amount _____ Amount transferred to date _____

For Partnership Program

Sending Municipality _____ County _____

Partnership Receiving Municipality _____ County _____

Name of Project _____

Credits for Sending Municipality _____

Total transfer amount _____ Amount transferred to date _____

Summary of Sending Municipality's contractual agreement with Partnership Receiving Municipality

ORDINANCE NO. 1589-91

AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF BURLINGTON AUTHORIZING THE PRIVATE SALE OF CERTAIN REAL PROPERTY OF THE TOWNSHIP OF MOORESTOWN TO MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INC. (M.E.N.D. INC.) FOR THE PURPOSE OF PROVIDING HOUSING FOR LOW OR MODERATE INCOME FAMILIES PURSUANT TO N.J.S.A. 40A:12-21(j) and (l).

BE IT ORDAINED, by the Township Council of The Township of Moorestown in the County of Burlington, that:

SECTION 1. The Township owned property known as Block 246.BB, Lot 17 on the tax map of the Township of Moorestown and also known as 528 Bethel Avenue, having been declared as not needed for municipal purposes, shall be sold to Moorestown Ecumenical Neighborhood Development, Inc. (M.E.N.D. Inc., a non-profit corporation) for Five Thousand Dollars (\$5,000.00) provided that such land and buildings shall be used only for the purposes of M.E.N.D. Inc. in rehabilitating said property for residential use to provide housing for low or moderate income families, and not for commercial business, trade, or manufacture.

SECTION 2. The proceeds derived from any resale of said property shall be applied by M.E.N.D. Inc. to the costs of acquiring and rehabilitating other residential property in need of rehabilitation owned by the Township.

SECTION 3. (a) Said property shall have its deed restricted for sale and resale to and occupancy by low or moderate income families as defined in the Fair Housing Act (N.J.S.A. 42:27D-301 et seq.) and the regulations of the New Jersey Council on Affordable Housing.

(b) The deed of conveyance to M.E.N.D. Inc. shall also contain a statement that if said property shall not be used for the purposes set forth in Section 1 of this Ordinance, then title thereto shall revert to the Township of Moorestown without any entry or re-entry made thereon on behalf of the Township, in accordance with N.J.S.A. 40A:12-21.

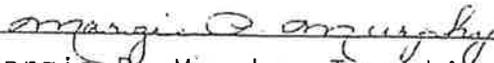
SECTION 4. All other requirements and limitations set forth in N.J.S.A. 40A:12-21, 40A:12-21(j) and 40A:12-21(1) shall govern this transaction.

SECTION 5. (a) The date and time for the consummation of the sale of said property shall be at the earliest date possible after the effective date of this Ordinance as may be agreed mutually between the Township Manager and the Executive Director of M.E.N.D. Inc.

(b) For the purposes of consummating this sale in accordance with this Ordinance, the Township Manager and all other Township officers, agents and employees (under the direction of the Township Manager) are hereby authorized to execute and deliver such documents, take such steps and perform such actions as are reasonably required to sell the property and convey the Township's current title to the property to M.E.N.D. Inc.; the Mayor or Acting Mayor in his absence, is hereby authorized to sign a deed of conveyance, and the Township Clerk or any Deputy Clerk is authorized to witness his signature, affix the Township seal thereto, and deliver said deed.

SECTION 6. This Ordinance shall take effect on the earliest day following adoption and publication according to law, and may be cited as Ordinance No. 1589 -91.

Certified to be a true and correct copy of an ordinance adopted by the Township Council of The Township of Moorestown at its regular meeting on June 10, 1991.


Margie P. Murphy, Township Clerk

DEED

Prepared by: (Print signer's name below signature)

Jeffrey D. Gountess
Jeffrey D. Gountess, Esq.

This Deed is made on July 2, 1992

BETWEEN THE TOWNSHIP OF MOORESTOWN IN THE COUNTY OF BURLINGTON,

2003-17
410

a municipal corporation of the state of New Jersey
~~having its principal office~~ with offices at 111 West Second Street, Moorestown,
New Jersey 08057, referred to as the Grantor.

AND MOORESTOWN ECUMENICAL NEIGHBORHOOD DEVELOPMENT, INCORPORATED,
a non-profit corporation,

whose post office address is 228 Chester Avenue, Moorestown, NJ 08057
referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of FIVE THOUSAND DOLLARS (\$5,000.00)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Moorestown
Block No. 246.BB n/k/a 4101 Lot No. 17 n/k/a 5 Account No.

No property tax identification number is available on the date of this Deed. (Check box if applicable.)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Moorestown and State of New Jersey. The legal description is:

BEING described in accordance with a Schedule attached hereto.

BEING KNOWN AS 52B Bethel Avenue, Moorestown.

BEING the same lands and premises which became vested in The Township of Moorestown in the County of Burlington by Final Judgment recorded February 2, 1987 in the Clerk's Office of Burlington County in Book 3345 of Deeds, Page 96.

UNDER AND SUBJECT to easements, rights of way, restrictions and conditions of record, if any.

This conveyance is made and the herein real property is sold subject to the following restriction, which shall run with the land and shall be binding upon the Grantee, its successors, assigns and transferees. The property shall be used to provide housing for low or moderate income families as defined in the Fair Housing Act (N.J.S.A. 52:27D-301, et seq.) and the regulations of the New Jersey Council on Affordable Housing. If said property is not so used, then title shall revert to The Township of Moorestown without any entry or re-entry made thereon on behalf of said Township, in accordance with N.J.S.A. 40A:12-21.

DATE - 7/13/1992
SHK

Chicago Title Insurance Company
21787-G

A M E N D E D
D E S C R I P T I O N

ALL that certain tract or parcel of land and premises situate in the Township of Moorestown, County of Burlington and State of New Jersey, known as Lot 17, on Revised Plan of Butterweck Tract, according to a survey made by Remington & Vernick Engineers, dated October 29, 1991, as follows:

BEGINNING at the intersection of the Northwesterly side line of Bridge Avenue 35 feet right of way, with the Southwesterly side line of Bethel Avenue 35 feet right of way; thence

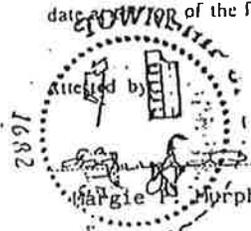
- 1) South 38 degrees 23 minutes 55 seconds West along the Northwesterly line of Bridge Avenue 81.96 feet to a point; thence
- 2) North 54 degrees 07 minutes 25 seconds West 91.61 feet to a point; thence
- 3) North 48 degrees 78 minutes 55 seconds East 102.44 feet to a point in the Southwesterly line of Bethel Avenue; thence
- 4) South 41 degrees 41 minutes 05 seconds East along the Southwesterly line of Bethel Avenue 75.00 feet to the point and place of beginning.

FOR INFORMATION ONLY: Being Block and Lot 1, Tax Map.

THIS DEED IS PUBLIC

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. This Deed is signed and attested to by the Grantor's proper corporate officers as of the date of the first page. Its corporate seal is affixed.



THE TOWNSHIP OF MOORESTOWN IN THE
COUNTY OF BURLINGTON
By: Walter T. Maahs
Mayor ~~President~~
Walter T. Maahs

STATE OF NEW JERSEY, COUNTY OF BURLINGTON SS.:
I CERTIFY that on July 1, 1992

Margie P. Murphy
personally came before me and this person acknowledged under oath, to my satisfaction, that:
(a) this person is the CLERK ~~xxxxxxx~~ of The Township of Moorestown in the
County of Burlington, the corporation named in this Deed;
(b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is
Walter T. Maahs the Mayor ~~President~~ of the corporation;
(c) this Deed was signed and delivered by the corporation as its voluntary act duly authorized by a proper
~~resolution of its Board of Directors~~ ordinance of its Township Council;
(d) this person knows the proper seal of the corporation which was affixed to this Deed;
(e) this person signed this proof to attest to the truth of these facts; and
(f) the full and actual consideration paid or to be paid for the transfer of title is \$ 5,000.00
(Such consideration is defined in N.J.S.A. 46:15-5.)



DE4390 P6240

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR EXEMPTION
(c. 49, P.L. 1968)

OF
PARTIAL EXEMPTION
(c. 176, P. L. 1975)

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY }
COUNTY OF BURLINGTON } ss.

FOR RECORDER'S USE ONLY
Consideration \$ _____
Realty Transfer Fee \$ _____ *
Date _____ By _____

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side)

Deponent, Jeremy D. Countess, being duly sworn according to law upon his/her oath deposes and says that he/she is the Legal Representative of Grantor
in a deed dated July 2, 1992, transferring real property identified as Block No. 246.BB n/k/a 4101
Lot No. 17 n/k/a 5 located at 528 Bethel Avenue, Moorestown, Burlington County
and annexed hereto.

(2) CONSIDERATION (See Instruction #6)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 5,000.00

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(b) by a municipal corporation of New Jersey

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c.176, P.L. 1975 for the following reason(s):

- a) SENIOR CITIZEN (See Instruction #8)
 - Grantor(s) 62 yrs. of age or over.*
 - One or two-family residential premises
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
 - b) BLIND (See Instruction #8)
 - Grantor(s) legally blind.*
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
 - DISABLED (See Instruction #8)
 - Grantor(s) permanently and totally disabled.*
 - One or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not gainfully employed.
 - No joint owners other than spouse or other qualified exempt owners.
- *IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.
- c) LOW AND MODERATE INCOME HOUSING (See Instruction #8)
 - Affordable According to H.U.D. Standards.
 - Meets Income Requirements of Region.
 - Reserved for Occupancy.
 - Subject to Resale Controls.
 - d) NEW CONSTRUCTION (See Instruction #9)
 - Entirely new improvement.
 - Not previously used for any purpose.
 - Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and Sworn to before me this 2nd day of August, 19 91

Jeremy D. Countess
250 West Main Street
Moorestown, NJ 08057

The Township of Moorestown in the County of Burlington
111 West Second Street
Moorestown, NJ 08057

JOHANNA T. ...
NOTARY PUBLIC

FOR OFFICIAL USE ONLY: This space for use of County Clerk or Register of Deeds
Instrument Number _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF
This form is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered or reproduced without the approval of the Director.
ORIGINAL - White copy to be retained by County
DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 17:15-4.12)
TRIPPLICATE - Pink copy to your file copy

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

DEED

THE TOWNSHIP OF MOORESTOWN IN
THE COUNTY OF BURLINGTON, a
municipal corporation of the
State of New Jersey,

Grantor.

TO

MOORESTOWN ECUMENICAL NEIGHBORHOOD
DEVELOPMENT, INCORPORATED

Grantee.

Dated: _____, 1992

Record and return to:

Prepared by:
Jeremy D. Countess, Esq.
COUNTESS & SHELLEY
250 West Main Street
Moorestown, NJ 08057

record & return to:
COOPER ABSTRACT COMPANY
401 Cooper Landing Road Suite 6
Cherry Hill, NJ 08002

REC'D
BURLINGTON CO. CLERK
92 JUL 13 AM 10:43

RECORDED

DB4390 PG242

6944

Appendix J

MEND Operating Manual

MEND

Affordability Controls

Operating Manual

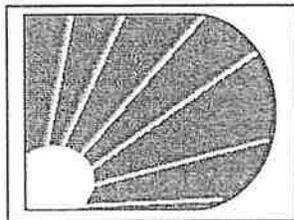
Revised 11/1/2005

Housing Affordability Controls

1. Purpose
2. Affordability Average; Bedroom Distribution
3. Occupancy Standards
4. Ownership Units
5. Rental Units

Administration of Controls

6. Administrative Agent
7. Affirmative Marketing
8. Household Certification and Random Selection
9. Enforcement
10. Appeals



MEND

*A BEACON for Affordable Housing
in Burlington County
since 1969*

1. Purpose

This Operating Manual is designed to implement MEND's plan for low and moderate-income housing management pursuant to the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.) (the "Act"), (N.J.A.C. 5:80-26.1 et seq.) the "Housing Affordability Controls" (N.J.A.C. 5:80-26.1 et seq.) ("Housing Controls") and all regulations of the New Jersey Council on Affordable Housing (COAH). All words, phrases, and terms herein shall have the same meanings and usages as in said Act. This manual provides rules for the administration of affordability controls on each income restricted dwelling unit MEND owns and/or manages.

2. Affordability Average; Bedroom Distribution

- (A) In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units and the remainder shall be moderate-income units.
- (B) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - 1. The combined number of efficiency and one bedroom units is no greater than 20 percent of the total low and moderate-income units;
 - 2. At least 30 percent of all low and moderate-income units are two bedroom units;
 - 3. At least 20 percent of all low and moderate-income units are three bedroom units; and
 - 4. The remainder, if any, may be allocated at the discretion of the property owner.
- (C) Age-restricted low and moderate-income units may utilize a modified bedroom distribution. At a minimum, the number of bedrooms shall equal the number of age-restricted low and moderate-income units within the affordable development. The standard may be met by creating all one-bedroom units or by creating one two-bedroom unit for each efficiency unit.
- (D) The maximum rent for affordable units within each affordable development shall be affordable to households earning no more than 60 percent of median income. The average rent for low and moderate-income units shall be affordable to households earning no more than 52 percent of median income. MEND shall establish at least one rent for each bedroom type for both low income and moderate-income units, provided that at least 10 percent of all restricted units shall be affordable to households earning no more than 35 percent of median income.
- (E) 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. 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.
- (F) Affordable units shall utilize the same type of heating source as market units within the affordable development.

J. Occupancy Standards

(A) In determining the initial rents and initial sales prices for compliance with the affordability requirements for restricted units, the following standards shall be used:

1. A Studio/Efficiency shall be affordable to a one person household;
2. A one bedroom unit shall be affordable to a one and one-half person household;
3. A two bedroom unit shall be affordable to a three person household;
4. A three bedroom unit shall be affordable to a four and one-half person household;
5. A four bedroom unit shall be affordable to a six person household.

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

1. Provide an occupant for each unit bedroom;
2. Provide children of different sex with separate bedrooms; and
3. Prevent more than two persons from occupying a single bedroom.

4. Ownership Units

(A) Each restricted ownership unit shall remain subject to the affordability controls for 30 years and until such time as the Township elects to release the unit from affordability controls pursuant to action taken in compliance with N.J.A.C. 5:80-26.5(g).

(B) Each restricted ownership unit shall remain subject to N.J.A.C. 5:80-26.6 establishing price restrictions for ownership units, N.J.A.C. 5:80-26.7 establishing buyer income eligibility for ownership units, N.J.A.C. 5:80-26.8 establishing limitations on indebtedness secured by an ownership unit, N.J.A.C. 5:80-26.9 governing capital improvements and N.J.A.C. 5:80-26.10 requiring maintenance in accordance with all municipal code standards.

5. Rental Units

Each restricted rental unit shall remain subject to the requirements of the Housing Controls for a period of 30 years and until the Township elects to release the unit pursuant to N.J.A.C. 5:80-26.11(e). Until released each restricted rental unit shall remain subject to the restrictions on rents set forth in N.J.A.C. 5:80-26.12 and tenant income eligibility pursuant to N.J.A.C. 5:80-26.13.

Administration of Controls

6. Administrative Agent

- (A) Each restricted unit identified in a municipality's Fair Share Housing Plan shall have a designated administrative agent. The affordability controls set forth in the Municipality's ordinance shall be administered and enforced by an administrative agent. The primary responsibility of the administrative agent shall be to ensure that the restricted units under administration are sold or rented, as applicable, only to low and moderate-income households. Among the responsibilities of the administrative agent are those outlined under N.J.A.C. 5:80-26.14.
- (B) Moorestown Ecumenical Neighborhood Development, Inc. (MEND) shall be the administrative agent for the purpose of administering and enforcing the affordability controls for all restricted units which MEND develops, owns, manages, maintains or sells. MEND's primary responsibility shall be to ensure that the restricted units under its administration are sold or rented, as applicable, only to low and moderate-income households. Among MEND's responsibilities are those listed below:
1. Conducting an outreach process to insure affirmative marketing of affordable housing units in accordance with N.J.A.C. 5:80-26.15;
 2. Soliciting, scheduling, conducting and following up on interviews with interested households;
 3. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility of a low or moderate-income unit;
 4. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
 5. Creating and maintaining a referral list of eligible applicant households living in the Southwest COAH Region (Region #5).
 6. Employing a random selection process when referring households for certification to affordable units;
 7. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
 8. Creating and maintaining a file on each restricted unit for its control, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
 9. Instituting and maintaining an effective means of communicating information between owners, the Administrative Agent and the Municipal Liaison regarding the availability of restricted units for resale or re-rental;
 10. Instituting and maintaining an effective means of communicating information to low and moderate-income households regarding the availability of restricted units resale or re-rental;
 11. Reviewing and approving requests from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership;
 12. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the cost of central air conditioning systems;

13. Processing requests and making determinations and requests by owners of restricted units for hardship waivers;
14. Communicating with lenders and the municipality regarding foreclosures;
15. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10;
16. Notifying the Municipality of an owner's intent to sell a restricted unit;
17. Ensuring that the removal of the deed restriction and cancellation of the mortgage note are effectuated and properly filed with the County Clerk's office after the termination of the affordability controls for each restricted unit;
18. Providing such annual reports as may be required by COAH;
19. Such other responsibilities as may be necessary to carry out the Housing Controls.

(C) The administrative agent shall release restricted units promptly at the conclusion of applicable control periods. The administrative agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities. The operating manual has a separate section setting forth the process for identifying applicant households seeking certification to restricted units, for reviewing applicant household eligibility, and for certifying applicant households in accordance with the household certification and referral requirements set forth in N.J.A.C. 5:80-26.16.

1. Such process shall require that an applicant household be notified in writing of the results of its application for certification within 20 days of the administrative agent's determination thereof.
2. At the discretion of the administrative agent, such process may include either or both an outreach requirement or a face to face applicant interview process.
3. The administrative agent has and maintains a ready database of applicant households as a referral source for certifications to restricted units, and has written procedures to ensure that selection among applicant households is via the database, and in accordance with a uniformly applied random selection process and all applicable State and Federal laws related to the confidentiality of applicant records.

7. Affirmative Marketing

- a) The affirmative marketing plan is a regional marketing strategy designed in accordance with N.J.A.C. 5:80-26.15 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, sexual orientation, disability, age or number of children, to housing units which are being marketed by MEND. The affirmative marketing plan is also designed to target those persons who are least likely to apply for affordable housing units in this region and is a continuing program that directs all marketing activities during the period of deed restriction.
- b) The affirmative marketing plan shall contain the name and address of the project; the number of units, including the number of sales and/or rental units; the price of sales and/or rental units; the name of the sales agent and/or rental manager along with the business hours when applications may be obtained; a description of the random selection method that will be used to select occupants, and disclosure of required application fees.

- c) Applications shall be located at the Township Library and Town Hall, MEND corporate offices, Burlington County Library, Camden County Library, Gloucester County Library, and the Burlington County Human Services Building. Applications shall also be mailed to prospective applicants upon request.
- d) The media and outreach sources to be used in advertising and publicizing of the availability of housing in the affirmative marketing plan shall include at least one of the following:
1. Newspapers of general circulation within the Region. Newspaper articles, announcements, and requests for applications for low and moderate income units will appear in the following daily publications: Burlington County Times, Courier Post and Gloucester County Times.
 2. Radio and television stations within the Region. Public service announcements shall be made through the use of the following radio stations broadcasting throughout the region: WWJZ (640.0) Mount Holly Radio Company, WGLS (89.7) Rowan College of New Jersey, and WDBK (91.5) Camden County College.
 3. Other publications circulated within the Region. Newspaper articles, announcements, and requests for applications for low and moderate income housing will appear in the following neighborhood oriented weekly newspapers: Moorestown Newsweekly, Camden County Record Breeze, and the Gloucester County Plain Dealer or Renters Guide Weekly.
 4. Selected employers throughout the Region. The following employers will be contacted for the posting of advertisements and the distribution of flyers regarding available affordable housing: Hoeganaes Corporation (Cinnaminson), Commerce Bank (Cherry Hill), PSE&G (Moorestown) and Lockheed Martin (Moorestown).
 5. Community outreach. The following is a listing of community contact person(s) and/or organizations in Burlington, Camden, and Gloucester Counties that will be asked to aid in soliciting low and moderate-income applicants, with particular emphasis on contacts that will reach out to groups that are least likely to be reached by commercial media efforts:
 - (a) Area Chapter of NAACP (Bordentown)
 - (b) SASCA Hispanic Social Service Center (Willingboro)
 - (c) Interfaith Hospitality Network (Mt. Laurel)
 - (d) Moorestown Ministerium Member Churches
 - (e) Family Services of Burlington County
 - (f) Servicios Latinos de Burlington County (Mt. Holly)
 - (g) Camden Metropolitan Ministry
 - (h) Powhatan Lenape Nation (Rancocas)
 - (i) Burlington County Community Action Program (BCCAP)
 - (j) Camden County Improvement Authority (Cherry Hill)
 - (k) Gloucester County Department of Economic Development (Woodbury)

6. Other advertising and outreach efforts. The following groups in the Region are sent information, circulars and applications: Board of Realtors in Burlington, Camden and Gloucester Counties, Welfare or Human Services Board in Burlington, Camden and Gloucester Counties, Rental Assistance Office (Local office of DCA), Burlington County Office of Aging , Jersey Counseling and Housing Development, Inc. (Camden), and Lutheran Social Ministries of New Jersey.
7. The affirmative marketing process for available affordable units shall begin at least four months prior to expected occupancy for initial rent-up or sale. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all available units have been leased or sold. Ongoing advertising shall be conducted no less than semi-annually to maintain an adequate applicant pool for future vacancies. In implementing the marketing program, the administrative agent shall undertake all of the following strategies:
 8. In implementing the affirmative marketing plan, MEND shall designate an experienced staff agent approved by COAH to provide counseling services to low and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law. Alternatively, MEND may refer applicants to an experienced agency approved by COAH to provide such counseling services.
 9. MEND shall also ensure that all original applicant and sales records of affordable units are returned to the municipality for reporting purposes and to aid with future resale.

8. Household Certification and Random Selection

- (A) MEND has adopted a standard form of certification and secures all information from applicant households necessary and appropriate to determine that restricted units are occupied by properly sized households with appropriate low and moderate-income levels. No household may be referred to a restricted unit, or may receive a commitment with respect to a restricted unit, unless that household has received a signed and dated certification, and has executed a certificate in the form set forth in N.J.A.C. 5:80-26 App. J, and App. K, as applicable. An initial certification shall be valid for no more than 180 days unless a valid contract for sale or lease has been executed within that time period. In this event, certification shall be valid until such time as the contract for sale or lease is ruled invalid and no occupancy has occurred. Certifications may be renewed in writing at the request of a certified household for an additional 180 days at the administrative agent's discretion.
- (B) When reviewing an applicant household income to determine eligibility MEND shall make its determination in accordance with N.J.A.C. 5:80-26.16. MEND may also require a household to produce documentation of household composition for determining the correct unit size and applicable median income guide.

- (C) MEND may withhold a certificate of eligibility as a result of an applicant's inability to demonstrate sufficient present assets for down payment or security deposit purposes, subject to development phasing that may provide opportunity for future savings. A certificate of eligibility may also be withheld as a result of an applicant's inability to verify funds claimed as assets, household composition or other facts represented. As the result of any willful and material misstatement of fact made by an applicant in seeking eligibility MEND shall deny a certificate of eligibility.
- (D) MEND employs a random selection process when referring households for certification to affordable units. The random selection process shall include the following:
1. MEND shall conduct a pre-qualification review of each application as they are received to determine preliminary income eligibility based on tenant supplied information. All qualified applications are then re-sealed and held until the date of the random selection drawing as advertised. Applicants that do not meet preliminary income requirements shall be notified in writing as to their ineligibility for the program.
 2. Applicants that meet the preliminary income requirements shall be notified in writing of their eligibility and notified of the date, time, and location that the random selection lottery will take place. The Municipal Housing Officer is also notified.
 3. On the day of the lottery, eligible applicants are listed in order selected and placed in applicant pools (or waiting lists) based upon the type of unit they are interested in and the number of bedrooms needed.
 4. After the random selection lottery is conducted, the first household on the waiting list shall be given an established number of days determined by MEND to express interest or disinterest in an available unit. If the first household is not interested in the unit, this process shall continue until a certified household accepts the unit. Once an applicant accepts an available unit, MEND will secure all information from applicant households necessary and appropriate to determine that the restricted units are occupied by properly sized households with appropriate low or moderate income levels. No household may be referred to a restricted unit, or may receive a commitment with respect to a restricted unit, unless that household has received a signed, dated, and executed certification.

9. Enforcement

- (A) MEND accepts the day to day responsibility for implementing practices and procedures designed to ensure effective compliance with the affordability controls; however, the Township retains ultimate responsibility for ensuring effective compliance.
- (B) MEND's enforcement responsibility for implementing such practices and procedures shall not be delegated or otherwise transferred to any other party, except to a successor administrative agent.

(C) MEND's practices and procedures shall include, but not necessarily be limited to the following:

1. The posting annually on all rental properties, of a notice as to the maximum permitted rent together with the administrative agent's telephone number where complaints of excess rent can be made;
2. Annual mailings to all owners of affordable dwellings reminding them of the following notices and requirements:
 - i. If the unit is owner-occupied, that the unit may be resold only to a household that has been approved in advance and in writing by the administrative agent.
 - ii. That no sale of the unit shall be lawful, unless approved in advance in writing by MEND, and that no sale shall be for a consideration greater than regulated maximum permitted resale price, as determined by MEND in accordance with state guidelines;
 - iii. That no refinancing, equity loan, secured letter of credit, or any other mortgage obligation or other debt secured by the unit may be incurred except as approved in advance and in writing by MEND, and that at no time will the administrative agent approve any debt, if incurring the debt would make the total of all such debt exceed 95% of the then applicable maximum permitted resale price;
 - iv. That the owner of the unit shall at all times maintain the unit as his or her principal place of residence, which shall be defined as residing at the unit at least 260 days out of each calendar year;
 - v. That, except as set forth in N.J.A.C. 5:80-26.18(e)4vii, at no time shall the owner of the unit lease or rent the unit to any person or persons, except on a short-term hardship basis, as approved in advance and in writing by MEND.
 - vi. That the maximum permitted rent charge billed to affordable tenants is as stated in the notice required to be posted in accordance with N.J.A.C. 5:80-26.18(d)3, a copy of which shall be enclosed, and that copies of all leases for affordable rental units must be submitted annually to MEND.
 - vii. If the affordable unit is a two-family dwelling, the owner shall lease the rental unit only to certified households approved in writing by MEND, shall charge rent no greater than the maximum permitted rent as determined by MEND and shall submit for MEND's written approval copies of all proposed leases prior to having them signed by any proposed tenant;
 - viii. That no improvements may be made to any unit that would affect its bedroom configuration, except as provided in N.J.A.C. 5:80-26.9(a) and in any event that no improvement made to the unit will be taken into consideration to increase the maximum permitted resale price except improvement approved in advance and in writing by MEND;
3. Securing annually from the Township lists of all affordable housing units to which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to the unit or sell it.

10. Appeals

Appeals from all MEND decisions shall be filed in writing with the Executive Director of the Agency (New Jersey Housing and Mortgage Finance Agency). When acting in this capacity, the Executive

Director may appoint one or more employees of the Agency, COAH and or the Department of Community Affairs to assist him or her in rendering the final decision, whenever he or she, in his or her sole discretion, determines that committee participation would materially provide a fair and just disposition of the appeal. A written decision of the Executive Director upholding, modifying or reversing MEND's decision shall be a final administrative action.

Appendix K

Affirmative Marketing Plan

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 212-2020

RESOLUTION OF THE TOWNSHIP COUNCIL FOR THE TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON, STATE OF NEW JERSEY, ADOPTING AN AFFORDABLE HOUSING AFFIRMATIVE MARKETING PLAN

WHEREAS, pursuant to In re: N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 8, 2015, the Township of Moorestown (hereinafter “Moorestown Township” or the “Township”) filed a Declaratory Judgment Complaint in Superior Court, Law Division entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), satisfies the Township’s “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine;” and

WHEREAS, the Township sought, and ultimately secured, a protective order providing Moorestown Township immunity from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, to resolve the litigation, the Township has entered into both a Settlement Agreement and an Amended Settlement Agreement with Fair Share Housing Center (FSHC) that provides various mechanisms to create a realistic opportunity for the development of affordable housing in the Township; and

WHEREAS, the Settlement Agreement further contemplated that the Township would implement an Affirmative Marketing Plan to make the public aware of the availability of the affordable housing contemplated in the FSHC Settlement Agreement; and

WHEREAS, the Township Council believes it is in the best interests of the Township to adopt the Affirmative Marketing Plan attached as Exhibit A hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL FOR THE TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON, IN THE STATE OF NEW JERSEY AS FOLLOWS:

1. That it approves and adopts the Affirmative Marketing Plan substantially in the form attached hereto as Exhibit A.
2. The Township staff and professionals are hereby authorized to take any and all actions reasonable and necessary to fulfill the Township’s obligations as set forth in the Affirmative Marketing Plan.

VOTE:	
GILLESPIE	YES
DONNELLY	YES
LOCATELL	YES
NAPOLITANO	YES
PETRIELLO	YES

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its regular meeting on October 19, 2020.


Patricia L. Hunt, RMC
Township Clerk

MOORESTOWN TOWNSHIP
AFFIRMATIVE FAIR HOUSING MARKETING PLAN
Adopted by Resolution 212-2020 on October 19, 2020

Moorestown Township is required to adopt by resolution an Affirmative Marketing Plan following the requirements for Affirmative Marketing at NJAC 5:80-26.15, to ensure that all affordable housing units created in Moorestown are affirmatively marketed to very low, low and moderate income households within the region.

1. All affordable housing units in the Township of Moorestown shall be marketed in accordance with the provisions herein.
2. This Plan shall apply to all developments that require an Affirmative Marketing Plan or will contain very low, low and moderate income units. This Plan shall apply to all of the Township's Prior round requirements. This Affirmative Marketing Plan shall apply to all developments that require an Affirmative Marketing Plan or will contain very low, low and moderate income units, including those that are part of the Township's Prior Rounds and Third Round Housing Element and Fair Share Plan (HEFSP), and those that may be constructed in future developments not contemplated in the Township's Housing Element and Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and re-rented during the applicable period of controls for identified rehabilitated rental units.
3. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the Township of Moorestown. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developer/seller/owner of the affordable unit(s) unless other arrangements are made in writing.
4. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Township, shall undertake all of the following strategies:
 - a. Publication of one advertisement in a newspaper of general circulation within the housing region. The newspapers are: the Burlington County Times which is circulated primarily in Burlington County, and the Courier Post which is circulated within the housing region.
 - b. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region. Advertisements will be broadcast on Comcast cable television station.
 - c. The names of other publications circulated within the housing region. The publications include: The Moorestown Patch, the Moorestown Sun, which are circulated in Moorestown Township.
5. 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 or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region 5 in which Moorestown Township is located and covers the period of deed restriction.

6. The Affirmative Marketing Plan shall provide the following information:
 - The name and address of the project;
 - The number of units, including the number of sales and/or rental units;
 - The price of sales and/or rental units;
 - The name of the sales agent and/or rental manager.
 - A description of the random selection method that will be used to select occupants of affordable housing.
 - Disclosure of required application fees.

7. The Affirmative Marketing Process is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:
 - a. All newspaper articles, announcements and requests for application for very low, low- and moderate-income units shall appear in the Burlington County Times.

 - b. The advertisement shall include at least the following:
 - The location of the units;
 - Directions to the housing units;
 - A range of prices for the housing units;
 - The size, as measured in bedrooms, of the housing units;
 - The maximum income permitted to qualify for the housing units;
 - The location of applications for the housing units;
 - The business hours when interested households may obtain an application for a housing unit; and
 - Application fees, if any.

 - c. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspaper during the first week of the marketing program. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements shall be approved in advance by the Township's Administrative Agent.

d. Applications, brochure(s), sign(s), and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:

- Township Building
- Township Public Library
- Township Website
- Developer's Sales/Rental Office

Applications shall be mailed by the Administrative Agent to the prospective applicants upon request. Locations of applications, brochures, and flyers to affirmatively market the program. Also, applications shall be made available at the developer's sales/rental office and shall be mailed or emailed to prospective applicants upon request. When on-line preliminary applications are utilized, if prospective applicants do not have internet access they will be given a phone number to call the Administrative Agent, who will then enter all pre-application information online during the phone call.

e. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organization(s) in Burlington, Camden and Gloucester Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.

- Quarterly informational flyers and applications shall be sent by email or USPS mail to each of the following agencies for publication in their newsletters and journals and for circulation among their members:
 - Nexus Association of Realtors
 - Burlington County Board of Realtors
- Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies in Burlington, Camden and Gloucester Counties:
 - Welfare or Social Service Board
 - Office on Aging or Division of Senior Services
 - Housing Authority
 - Community Action Agencies
 - Community Development Departments
- Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all the major employers within the region in accordance with the Region 5 Affirmative Marketing Plan.
- Quarterly informational circulars, applications, and copies of press releases and advertisements of the availability of low- and moderate-income housing shall be sent to the following additional community and regional organizations:
 - Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)
 - New Jersey State Conference of the NAACP
 - The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)
 - Fair Share Housing Development (1 Ethel Lawrence Boulevard, Mount Laurel, NJ 08054)

- Camden County NAACP (1123 1/2 Kaighn Avenue, Camden, NJ 08103)
 - New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203)
 - The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)
 - Willingboro NAACP, (P.O. Box 207, Roebling, NJ 08554)
 - Southern Burlington County NAACP (P.O. Box 3211, Cinnaminson, NJ 08077)
 - Burlington County Community Action Program (718 Route 130 South, Burlington, NJ 08016)
 - The Supportive Housing Association (15 Alden Street #14, Cranford, NJ 07016)
- f. A random selection method to select occupants of very low, low- and moderate-income housing will be used by the Administrative Agent in conformance with N.J.A.C. 5:80-26.16(l). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 5 comprised of Burlington, Camden, and Gloucester Counties.
- g. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to provide for the initial occupancy of very low, low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26.1, et seq.
- h. Whenever appropriate, the Administrative Agent shall provide or direct qualified very low, low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
- i. All developers/owners of very low, low- and moderate-income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.
- j. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all very low, low- and moderate-income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary. Please note that in addition to

complying with this Township-wide Affirmative Marketing Plan that the Administrative Agent shall also review and approve a separate Affirmative Marketing Plan for every new affordable development in Moorestown that is subject to N.J.A.C. 5:80-26.1 et seq. That document shall be completed by the owner/developer and will be compliant with the Township's Affirmative Marketing Plan as presented herein, and incorporate development specific details and permitted options, all subject to the Administrative Agent's review and approval. The development specific Affirmative Marketing Plans will use the standard form for Region 5, which is attached hereto as Appendix A.

8. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26.1, et seq. and the Order granting the Township a Final Judgment of Compliance and Repeal.

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in **(REGION 5)**

I. APPLICANT AND PROJECT INFORMATION

1a. Administrative Agent Name, Address, Phone Number		1b. Development or Program Name, Address	
1c. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:	1d. Price or Rental Range	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Ongoing as necessary. Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number		1b. Development or Program Name, Address	
1c. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:	1d. Price or Rental Range	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

APPENDIX A

1a. Administrative Agent Name, Address, Phone Number		1b. Development or Program Name, Address	
1c. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number		1b. Development or Program Name, Address	
1c. Number of Affordable Units: Number of Rental Units: Number of For-Sale Units:	1d. Price or Rental Range From To	1e. State and Federal Funding Sources (if any)	
1f. <input type="checkbox"/> Age Restricted <input type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates Advertising: Occupancy:		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s):	
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

Random selection is conducted when a unit is available, and only preliminarily-eligible households seeking the type and bedroom size of the available unit are placed in the lottery. The process is as follows:

After advertising is implemented, applications are accepted for 90 days. All applications are reviewed and households are either certified or informed of non-eligibility. (The certification is valid for 180 days, and may be renewed by updating income-verification information.)

Eligible households are placed in applicant pools based upon the number of bedrooms needed and the need for an accessible unit. When a unit is available, only the certified households in need of that type of unit are selected for a lottery.

Households are informed of the date, time, and location of the lottery and invited to attend. After the lottery is conducted, the first household selected is given a length of time that is specified in the operating manual to express interest or disinterest in the unit. (If the first household is not interested in the unit, this process continues until a certified household selects the unit.)

Applications are accepted on an ongoing basis, certified households are added to the pool for the appropriate household income and size categories, and advertising and outreach is ongoing, according to the Affirmative Marketing Plan.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

White (non-Hispanic)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

3b. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 5			
Daily Newspaper			
<input type="checkbox"/>		Philadelphia Inquirer	
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Courier-Post	
TARGETS PARTIAL HOUSING REGION 5			
Daily Newspaper			
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as	Burlington County Times	Burlington

<input type="checkbox"/>	needed.		
<input type="checkbox"/>		Gloucester County Times	Gloucester
Weekly Newspaper			
X	At the start of Affirmative Marketing; ongoing as needed.	Central Record, The	Burlington
<input type="checkbox"/>		Fort Dix Post	Burlington
X	At the start of Affirmative Marketing; ongoing as needed.	Maple Shade Progress	Burlington
<input type="checkbox"/>		News Weekly	Burlington
<input type="checkbox"/>		Register-News	Burlington
<input type="checkbox"/>		Gloucester City News	Camden
<input type="checkbox"/>		Haddon Herald	Camden
<input type="checkbox"/>		Record Breeze	Camden
<input type="checkbox"/>		Retrospect	Camden
<input type="checkbox"/>		Plain Dealer	Camden, Gloucester
<input type="checkbox"/>		News Report	Gloucester

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 5			
X		3 KYW-TV CBS Broadcasting Inc.	
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		12 WHYY-TV Why, Inc.	
<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	

<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	
TARGETS PARTIAL HOUSING REGION 5			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	Burlington
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	Burlington
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	Burlington
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	Burlington
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	Burlington
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Burlington
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	Burlington
<input type="checkbox"/>		38 WPHA-CA Commercial Broadcasting Corp.	Burlington, Camden
<input type="checkbox"/>		41 WNAI-LP Marcia Cohen	Burlington, Camden
<input type="checkbox"/>		60 WBPH-TV Sunshine Family Television Corp	Burlington, Camden
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, Llc	Camden, Gloucester
TARGETS PARTIAL COAH REGION 5			
	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
<input type="checkbox"/>		Comcast of Burlington County, Garden State, Gloucester County, South Jersey, Wildwood (Maple Shade System)	All Burlington, Camden, Gloucester

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 5			
AM			
<input type="checkbox"/>		WFIL 560	Christian
<input type="checkbox"/>		WIP 610	
<input type="checkbox"/>		WWJZ 640	
<input type="checkbox"/>		WTMR 800	
<input type="checkbox"/>		WWDB 860	
<input type="checkbox"/>		WPEN 950	
<input type="checkbox"/>		WNTP 990	
<input type="checkbox"/>		KYW 1060	
<input type="checkbox"/>		WPHT 1210	
<input type="checkbox"/>		WNWR 1540	
FM			
<input type="checkbox"/>		WXPN 88.5	
<input type="checkbox"/>		WRTI 90.1	
<input type="checkbox"/>		WHYY-FM 90.9	
<input type="checkbox"/>		WXTU 92.5	
<input type="checkbox"/>		WMMR 93.3	
<input type="checkbox"/>		WSTW 93.7	
<input type="checkbox"/>		WYSP 94.1	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WBEN-FM 95.7	
<input type="checkbox"/>		WRDW-FM 96.5	
<input type="checkbox"/>		WUSL 98.9	
<input type="checkbox"/>		WJBR-FM 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WBEB 101.1	
<input type="checkbox"/>		WIOQ 102.1	
<input type="checkbox"/>		WMGK 102.9	

<input type="checkbox"/>		WJZ 106.1	
<input type="checkbox"/>		WKDN 106.9	Christian
<input type="checkbox"/>		WRNB 107.9	
TARGETS PARTIAL HOUSING REGION 5			
AM			
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WBUD 1260	
<input type="checkbox"/>		WIMG 1300	Black Gospel
<input type="checkbox"/>		WIFI 1460	Christian
<input type="checkbox"/>		WBCB 1490	
<input type="checkbox"/>		WPHY 920	
<input type="checkbox"/>		WURD 900	
<input type="checkbox"/>		WPHE 690	Latin
<input type="checkbox"/>		WNAP 1110	
<input type="checkbox"/>		WEMG 1310	Spanish
<input type="checkbox"/>		WHAT 1340	
<input type="checkbox"/>		WVCH 740	Christian
<input type="checkbox"/>		WDEL 1150	
<input type="checkbox"/>		WNJC 1360	
<input type="checkbox"/>		WDAS 1480	Black Gospel
FM			
<input type="checkbox"/>		WBZC 88.9	Burlington
<input type="checkbox"/>		WSJI 89.5	Burlington
<input type="checkbox"/>		WAWZ 99.1	Burlington (Christian)
<input type="checkbox"/>		WPPZ-FM 103.9	Burlington (Christian)
<input type="checkbox"/>		WKXW-FM 101.5	Burlington, Camden
<input type="checkbox"/>		WPRB 103.3	Burlington, Camden
<input checked="" type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	WOGI 98.1	Burlington, Camden, Gloucester
<input type="checkbox"/>		WDAS-FM 105.3	Burlington, Camden, Gloucester
<input type="checkbox"/>		WKDU 91.7	Camden

<input type="checkbox"/>		WGLS-FM 89.7	Gloucester
<input type="checkbox"/>		WVLT 92.1	Gloucester
<input type="checkbox"/>		WIXM 97.3	Gloucester
<input type="checkbox"/>		WSJO 104.9	Gloucester

3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 5			
Weekly			
<input type="checkbox"/>	Al Dia	Philadelphia Area	Spanish-Language
X	At the start of Affirmative Marketing; ongoing as needed.	Nuestra Comunidad	Central/South Jersey
TARGETS PARTIAL HOUSING REGION 5			
Weekly			
<input type="checkbox"/>	El Hispano	Camden and Trenton areas	Spanish-Language
<input type="checkbox"/>	Ukrainian Weekly	New Jersey	Ukrainian community

3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION
Burlington County		
X	At the start of Affirmative Marketing; ongoing as needed.	Burlington County College
X	At the start of Affirmative Marketing; ongoing as needed.	601 Pemberton Browns Mills Rd Pemberton
X	At the start of Affirmative Marketing; ongoing as needed.	Our Lady of Lourdes Medical Center
X	At the start of Affirmative Marketing; ongoing as needed.	218 Sunset Rd Willingboro, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Medford Leas Continuing Care
X	At the start of Affirmative Marketing; ongoing as needed.	1 Medford Leas Medford, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Virtua Geriatric Care Management
X	At the start of Affirmative Marketing; ongoing as needed.	523 Fellowship Rd Mt Laurel, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Mount Holly, NJ
X	At the start of Affirmative Marketing; ongoing as needed.	Virtua Hospital, Mount Holly
X	At the start of Affirmative Marketing; ongoing as needed.	Amazon - ABE8
X	At the start of Affirmative Marketing; ongoing as needed.	309 Cedar Lane, Florence, NJ

Camden County			
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Campbell Soup Company	Campbell Place Camden, NJ 08103-1701
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Lockheed Martin	Federal, Camden, NJ 08102
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Bancroft Neurohealth	1000 Atlantic Ave Camden, NJ 08102
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Cooper Health System	One Cooper Plaza Camden, NJ 08102
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	L-3 Communications Systems	1 Federal Street, Camden, New Jersey, 08103
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Towers Perrin	101 Woodcrest Rd, Cherry Hill, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Arch Manufacturing & Sales Co.	1213 S 6th St, Camden, NJ
Gloucester County			
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Underwood Memorial Hospital	509 North Broad Street, Woodbury, NJ 08096
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Rowan University	201 Mullica Hill road Glassboro, NJ 08028
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Kennedy Memorial Hospital	435 Hurffville-Cross Keys Road, Turnersville NJ 08012
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	U.S. Food Services	2255 High Hill Rd, Swedesboro, NJ & Swedesboro
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Direct Group	100 Berkeley Dr, Swedesboro, NJ and 800 Arlington Blvd, Swedesboro, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	CompuCom Systems Inc.	1225 Forest Pkwy # 500, Paulsboro, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Missa Bay LLC	101 Arlington Blvd, Swedesboro, NJ and 2339 Center Square Rd, Swedesboro, NJ and 730 Veterans Dr, Swedesboro, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Sony Music	400 N Woodbury Rd, Pitman, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Delaware Valley Wholesale Florists	520 N. Mantua Boulevard Sewell, NJ 08080
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Valero Refining Co	800 Billingsport Rd, Paulsboro, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Electric Mobility	591 Mantua Blvd, Sewell, NJ

<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Sunoco-Eagle Point Oil Refinery	US Highway 130 S & Highway 295, Westville, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Heritage's Dairy Stores	376 Jessup Road Thorofare, NJ 08086
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Cornell & Company	224 Cornell Ln, Westville, NJ
<input type="checkbox"/>	At the start of Affirmative Marketing; ongoing as needed.	Exxon Mobil Research & Engineering Co	800 Billingsport Rd, Paulsboro, NJ

3e. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) These community contacts will be directly notified of any affordable housing units in the Township become available.

Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Habitat for Humanity of Burlington County	Burlington County		Quarterly
Burlington County Board of Realtors	Burlington County		Quarterly
Camden County Board of Realtors	Camden County		Quarterly
Gloucester County Board of Realtors	Gloucester County		Quarterly
Burlington County Board of Social Services	Burlington County		Quarterly
Gloucester County Division of Social Services	Gloucester County		Quarterly
Camden County Board of Social Services	Camden County		Quarterly
Burlington County Office on Aging	Burlington County		Quarterly
Camden County Division of Senior Services	Camden County		Quarterly
Gloucester County Division of Senior Services	Gloucester County		Quarterly
Burlington County Housing Authority	Burlington County		Quarterly
Housing Authority of Gloucester County	Gloucester County		Quarterly

3f. These community and regional organizations shall be provided notice of all affordable housing units.

Fair Share Housing Center (FSHC)	The Region		Quarterly
New Jersey State Conference of the NAACP	The Region		Quarterly
Southern Burlington County Branch of the NAACP	Burlington County		Quarterly
Willingboro NAACP	Burlington County		Quarterly
Latino Action Network	The Region		Quarterly
Moorestown Ecumenical Neighborhood Development (MEND)	The Region		Quarterly

Lutheran Social Ministries of New Jersey (LSM)	The Region		Quarterly
Camden County Council on Economic Opportunity	Camden County		Quarterly
Burlington County Community Action Program (BCCAP)	Burlington County		Quarterly and ongoing referral as a HUD Counseling Agency.

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
X	Burlington County Library Headquarters	5 Pioneer Boulevard, Westampton, NJ 08060
X	Burlington County Office Building	49 Rancocas Rd, Mount Holly NJ 08060 (609)265-5000
X	Camden Court House Square	520 Market St, Camden NJ 08102-1375 (856)225-5000
X	Gloucester County Court House	1 N. Broad Street, Woodbury, NJ 08096 (856)853-3390
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Moorestown Town Hall Patricia L. Hunt, RMC – Township Clerk 111 West 2 nd Street Moorestown, NJ, 08057 Moorestown Library 111 West 2 nd Street Moorestown, NJ, 08057		
4c. Sales/Rental Office for units (if applicable)		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the Judgment of Repose.	
Brian Slaugh, PP, AICP	
_____ Name (Type or Print)	
Planning Consultant / Moorestown Township	
_____ Title/Municipality	
Signature	Date

Appendix L

2009 Approved Development Fee Ordinance



State of New Jersey
COUNCIL ON AFFORDABLE HOUSING
101 SOUTH BROAD STREET
PO Box 813
TRENTON NJ 08625-0813
(609) 292-3000
FAX: (609) 633-6056
coahmail@dca.state.nj.us

JON S. CORZINE
Governor

JOSEPH V. DORIA, JR.
Commissioner
LUCY I. VANDENBERG
Executive Director

April 6, 2009

The Honorable Daniel Roccato
Moorestown Township
2 Executive Dr
Ste 9A
Moorestown, NJ 08057



RE: Development Fee Ordinance Amendment
Moorestown Township, Burlington County

Dear Mayor Roccato:

The Council on Affordable Housing (COAH) is in receipt of an amendment to the Moorestown Township's development fee ordinance and an accompanying resolution requesting COAH's review and approval of the amended ordinance.

We are pleased to provide a copy of a COAH report and resolution approving Moorestown Township's development fee ordinance amendment as adopted. Please note that your municipality may not expend any funds until a spending plan has been approved by COAH.

Please call Tom Stanuikynas at (609) 984-4584 if you have any questions. We look forward to working with you to implement your Housing Element and Fair Share Plan.

Sincerely,

Lucy Vandenberg, PP, AICP
Executive Director

Enc.

cc: Attached Service List
Dennis Funaro, COAH Supervising Planner
Tom Stanuikynas, COAH Planner
Larissa DeGraw, COAH



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

WHEREAS, Moorestown Township, Burlington County, received first round substantive certification from the Council on Affordable Housing (COAH) on August 15, 1988 and second round substantive certification on July 9, 1997; and

WHEREAS, COAH approved amendments to Moorestown's second round plan on October 6, 1999 and October 3, 2001; and

WHEREAS, on March 9, 2005, Moorestown received an extended substantive certification from COAH and to remain under COAH's jurisdiction, Moorestown petitioned for third round substantive certification of its revised Housing Element and Fair Share Plan on November 28, 2005; and

WHEREAS, Moorestown's development fee ordinance was initially approved by COAH on May 3, 1995 and the Township adopted the development fee ordinance on June 23, 1997; and

WHEREAS, Moorestown amended its development fee ordinance on February 14, 2005, increasing its development fees pursuant to N.J.A.C. 5:94-6.6(a) and 6.7(a); 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 December 31, 2008, Moorestown submitted its Housing Element and Fair Share Plan under the new third round rules, which included an amended development fee ordinance (attached here as Exhibit A); and

WHEREAS, Moorestown 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 (above what is permitted by right under the existing zoning) will incur a bonus 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 bonus development fee shall be the highest density permitted by right during the two-year period preceding filing of the "d" variance application; and

WHEREAS, Moorestown has exempted affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality and developments where the developer has made a payment in lieu of on-site construction of affordable units. 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 (i.e., one which requires a revised preliminary approval); and developments by municipal, county and state governments and houses of worship are also exempted; 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, Moorestown 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 30 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 30 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 5, 2009 (attached herewith as Exhibit B).

NOW THEREFORE BE IT RESOLVED that COAH hereby recommends approval of Moorestown Township's development fee ordinance amendment; and

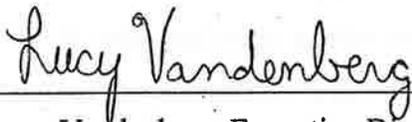
BE IT FURTHER RESOLVED that Moorestown shall file the adopted ordinance with COAH within seven days of adoption; and

BE IT FURTHER RESOLVED that the approval of this ordinance permits Moorestown 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 substantive certification; and

BE IT FURTHER RESOLVED that in the event the Township fails to obtain substantive certification, allows its certification to expire or its substantive certification is revoked, the development fee ordinance shall be null and void.

Date: 3/26/09



Lucy Vandenberg, Executive Director
Council on Affordable Housing

EXHIBIT A

ORDINANCE NO. ____ - 08

ORDINANCE

of

THE TOWNSHIP OF MOORESTOWN
in the
COUNTY OF BURLINGTON,
STATE OF NEW JERSEY



□ □ □

AN ORDINANCE AMENDING CHAPTER 158,
SUBDIVISION OF LAND, AS AMENDED,
OF THE CODE OF THE TOWNSHIP OF MOORESTOWN
TO REVISE THE AFFORDABLE HOUSING IMPACT FEES
TO CONFORM TO N.J.A.C. 5:97-8.3

WHEREAS, the Township Council of the Township of Moorestown, a municipal corporation in the County of Burlington, State of New Jersey, finds that the public health, safety, morals, and general welfare of the community shall be promoted by the revision and amendment of the affordable housing impact fee regulations of the Township; and

WHEREAS, the Planning Board of the Township of Moorestown has adopted a Housing Element of the Master Plan providing for the appropriate use and development of lands in the Township in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, 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; and

WHEREAS, 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.

NOW, THEREFORE, BE IT ENACTED and ORDAINED by the Township Council of the Township of Moorestown, in the County of Burlington as follows:

Section 1. Article I, Definitions, is hereby amended to add the following definitions:

AFFORDABLE HOUSING DEVELOPMENT - 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.

COUNCIL ON AFFORDABLE HOUSING or COAH - The New Jersey Council on Affordable Housing established under the Fair Housing Act of 1985 which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the State.

DEVELOPMENT FEE - Money paid by a developer for the improvement of property as permitted in *N.J.A.C. 5:97-8.3*.

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

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

GREEN BUILDING STRATEGIES - 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.

Section 2. Article VI, Mandatory Development Fees, is hereby amended to read as follows:

§ 158-40. Purpose.

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, §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*.

§ 158-41. Residential development.

- A. For any residential development, developers, except for developers of the types of development specifically exempted below, shall pay a fee of one and a half percent (1.5%) percent of the equalized assessed value for residential development provided no increased density is permitted.
- B. When an increase in residential density pursuant to *N.J.S.A. 40:55D-70d(5)* (known as a "d" variance) has been permitted, developers may be required to pay a development fee of six percent (6%) 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 and a half 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.

- C. 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, except that expansions for single family detached and semi-detached dwellings shall not pay a fee for expansions. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.

§ 158-42. Nonresidential development.

- A. 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.
- B. 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.
- C. 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.

§ 158-43. Exemptions; expansions; changes in approval.

The following provisions shall only apply to those development fees paid into the township's housing trust fund pursuant to this Article VI (Mandatory Development Fees).

A. Residential Development.

- (1) Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
- (2) Residential 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. A change in an approval which requires a revised preliminary approval shall be considered to be a substantial change for the purposes of this section.
- (3) Developments by municipal, county, and state governments and houses of worship shall be exempt from paying mandatory residential development fees pursuant to this Article.

B. Non-residential development

- (1) The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half percent (2.5%) development fee, unless otherwise exempted below.
- (2) The 2.5% fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- (3) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to 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.

- (4) A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
- (5) If a property which was exempted from the collection of a non-residential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid non-residential development fees under these circumstances may be enforceable by Moorestown Township as a lien against the real property of the owner.

§158-44. Collection of fees.

- A. The fee percentage to be collected shall be vested on the date that the building permit is issued.
- B. 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 code official responsible for the issuance of a building permit.
- C. 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.
- D. 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.
- E. 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.

- F. The construction code 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.
- G. 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.
- H. 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 *N.J.S.A. 40:55D-8.6*.
- I. Fifty percent (50%) 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.
- J. 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 of Moorestown. 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 of Moorestown. 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.

§158-45. Housing Trust Fund.

- A. Upon approval by COAH and by the Division of Local Government Services, the Township of Moorestown shall invest development fee revenue and proceeds

from the sale of units with extinguished controls into the State of New Jersey Cash Management Fund, provided that the funds in the Cash Management account that comprise the deposits and income attributable to such deposits shall at all times be identifiable.

- B. The following additional funds shall be deposited in the Housing Trust Fund and shall at all times be identifiable by source and amount:
- (1) Payments in lieu of on-site construction of affordable units;
 - (2) Developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development accessible;
 - (3) Rental income from municipally operated units;
 - (4) Repayments from affordable housing program loans;
 - (5) Recapture funds;
 - (6) Proceeds from the sale of affordable units; and
 - (7) Any other funds collected in connection with Moorestown's affordable housing program.
- C. Within seven days from the establishment of any housing trust fund account, the Township of Moorestown shall provide COAH with written authorization, in the form of a three-party escrow agreement between the municipality, the bank linked to the Cash Management Fund, 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)*. Nothing herein shall be deemed to affect any existing affordable housing trust fund or account that has already been established pursuant to COAH procedures and requirements and approved by the state agency.

§158-46. Use of funds.

- A. The Township of Moorestown 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*.
- B. 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 Moorestown's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable

housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to *N.J.A.C. 5:97-8.7* through 8.9 and specified in the approved spending plan.

- C. Funds shall not be expended to reimburse Moorestown for past housing activities.
- D. At least thirty percent (30%) 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 thirty percent (30%) or less of median income by region. 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.
- E. Affordability assistance to households earning thirty percent (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 thirty percent (30%) or less of median income.
- F. 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.
- G. Moorestown 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*.
- H. No more than twenty percent (20%) 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.

- I. Ongoing collection of fees. The ability for the Township of Moorestown to impose, collect and expend development fees shall expire with its substantive certification unless the municipality has filed an adopted Housing Element and Fair Share Plan with COAH, has petitioned for substantive certification, and has received COAH's approval of its development fee ordinance. If Township of Moorestown fails to renew its ability to impose and collect development fees prior to the expiration of substantive certification, 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 *N.J.S.A. 52:27D-320*. Township of Moorestown 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 municipality retroactively impose a development fee on such a development. Township of Moorestown shall not expend development fees after the expiration of its substantive certification.

§158-47. Monitoring

The Township of Moorestown 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 Moorestown's housing program, as well as to the expenditure of revenues and implementation of the plan certified by COAH. All monitoring reports shall be completed on forms designed by COAH.

Section 3. Continuation. In all other respects the Moorestown Code of Ordinances, as amended and supplemented, shall remain in full force and effect.

Section 4. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole, or any other part thereof. Any invalidation shall be confined in its operation to the section, paragraph, sentence, clause, phrase, term, or provision or part thereof directly involved in the controversy in which such judgment shall have been rendered.

Section 5. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance of the Code of the Township of Moorestown, then the restriction which imposes the greater limitation shall be enforced.

Section 6. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 7. Enactment. This ordinance shall not be effective until approved by the New Jersey Council on Affordable Housing pursuant to *N.J.A.C. 5:96-5.1* and upon the filing thereof with the Burlington County Planning Board after final passage, adoption, and publication by the Township Council of the Township of Moorestown in the manner prescribed by law.

EXHIBIT B



**NEW JERSEY COUNCIL ON AFFORDABLE HOUSING
DEVELOPMENT FEE ORDINANCE AMENDMENT REPORT
MOORESTOWN TOWNSHIP/BURLINGTON COUNTY
REGION # 5**



**Prepared by Tom J. Stanuikynas, PP/AICP, Senior Planner
March 5, 2009**

I. BACKGROUND

Moorestown Township, Burlington County, received first round substantive certification from the Council on Affordable Housing (COAH) on August 15, 1988. On July 9, 1997, the Township was granted substantive certification by COAH of its second round plan. Subsequently, COAH approved amendments to Moorestown's second round plan on October 6, 1999 and October 3, 2001. On March 9, 2005, Moorestown received an extended substantive certification from COAH. To remain under COAH's jurisdiction, Moorestown petitioned for third round substantive certification of its revised Housing Element and Fair Share Plan on November 28, 2005.

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. 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. COAH proposed additional amendments, which became effective on October 20, 2008. On December 31, 2008, Moorestown submitted its Housing Element and Fair Share Plan under the new third round rules.

Moorestown Township's development fee ordinance was initially approved by COAH on May 3, 1995. The Township adopted the development fee ordinance on June 23, 1997. Pursuant to N.J.A.C. 5:94-6.14, Moorestown Township amended its development fee ordinance on February 14, 2005, increasing its development fees pursuant to N.J.A.C. 5:94-6.6(a) and 6.7(a). Moorestown submitted an amended development fee ordinance as part of its Housing Element and Fair Share Plan under the new third round rules. This development fee ordinance amendment is the subject of this review pursuant to N.J.A.C. 5:97-8.

II. ORDINANCE REVIEW

Pursuant to N.J.A.C. 5:97-8.3(c), Moorestown Township proposes to impose mandatory development fees on residential developments in the amount of one and one-half percent (1.5%) of the equalized assessed value (EAV) of residential developments within all residential zoning districts. The fee also applies 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, except that expansions for a single family detached and semi-detached dwellings shall not pay a fee for expansions. The development fee shall be calculated on the increase in the equalized assessed value (EAV) of the improved structure.

If a "d" variance is granted pursuant to N.J.S.A. 40:55D-70d(5), then the additional unit is subject to a bonus development fee of six percent (6.0%). 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 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 "d" variance application.

Moorestown's proposed ordinance exempts affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality and developments where the developer has made a payment in lieu of on-site construction of affordable units. 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 (i.e., one which requires a revised preliminary approval) and developments by municipal, county and state governments and houses of worship shall also be exempted.

Moorestown's proposed development fee ordinance requires that all non-residential development, except for that specifically exempted, pay a development fee of two and one-half percent (2.5%) of the EAV. Developers that expand an existing non-residential structure are also subject to a 2.5% development fee based on the increase in the EAV of the improved structure. Development fees shall be imposed when an existing structure is demolished and replaced. The

development fee shall be calculated on the difference between the EAV of the pre-existing land and improvements and the EAV of the newly improved structure.

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 fee. Developments shall be exempt from development fees where an increase in EAV results from alterations, change in use within the existing footprint, reconstruction, renovations and repairs and the exemptions required in the Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption."

Fifty percent of the development fees shall be collected at the time of issuance of a building permit. The remaining portion shall be collected at the issuance of a certificate of occupancy. The procedure for development fee collection is outlined in the ordinance.

Development fees that are contested will be placed in an interest bearing escrow account by the Township. Any part of fees returned to a developer will include interest accrued on the returned amount.

The ordinance establishes a separate interest bearing housing trust fund for the purpose of depositing development fees collected in accordance with the ordinance and other sources of funding, which shall at all times be identifiable by source and amount. Moorestown has an executed a three-party escrow agreement among COAH, TD Bank (formerly Commerce Bank) and the Township. All interest accrued shall only be used on eligible affordable housing activities approved by COAH.

The expenditure of funds must be consistent with a spending plan to be approved by COAH. At least 30 percent of the development fees collected and interest earned shall be used for affordability assistance to low- and moderate-income households in units included in the Township's Fair Share Plan and one-third of which shall be used for very low income households. In case of non-conformance with COAH's rules, COAH may direct the manner in which the housing trust fund shall be expended.

Moorestown will complete and return to COAH all monitoring forms, including the annual monitoring report 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

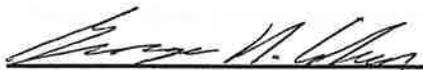
sale of units with extinguished controls, and the expenditure of revenues and implementation of the plan certified by COAH. Monitoring is up-to-date as of December 31, 2008.

III. RECOMMENDATION

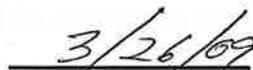
Moorestown has requested approval of its mandatory development fee ordinance. Based on COAH staff's review, the ordinance satisfies COAH's criteria pursuant to N.J.A.C. 5:97-8. COAH staff recommends the approval of Moorestown's amended development fee ordinance.

COAH's approval of the development fee ordinance amendment and the adoption of the ordinance by Moorestown's governing body will enable the Township to begin imposing 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). The development fee ordinance must be submitted to COAH within seven days of adoption by the governing body. The Township must receive COAH approval of a development fee spending plan prior to the grant of substantive certification and before it may disburse any of these funds. In the event the Township fails to obtain substantive certification, allows its certification to expire or its substantive certification is revoked, the development fee ordinance shall be null and void.

Reviewed By:



Deputy Attorney General



Date

Appendix M

Operating Manual for the Administration of a Rental Rehabilitation Program and Resolution of Adoption

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 211-2020

RESOLUTION OF THE TOWNSHIP COUNCIL FOR THE TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON, STATE OF NEW JERSEY, ADOPTING AN OPERATING MANUAL FOR THE ADMINISTRATION OF A RENTAL REHABILITATION PROGRAM

WHEREAS, pursuant to In re: N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015) (Mount Laurel IV), on July 8, 2015, the Township of Moorestown (hereinafter "Moorestown Township" or the "Township") filed a Declaratory Judgment Complaint in Superior Court, Law Division entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15 seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter "Fair Share Plan"), satisfies the Township's "fair share" of the regional need for low and moderate income housing pursuant to the "Mount Laurel doctrine;" and

WHEREAS, the Township sought, and ultimately secured, a protective order providing Moorestown Township immunity from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, to resolve the litigation, the Township has entered into both a Settlement Agreement and an Amended Settlement Agreement with Fair Share Housing Center (FSHC) that provides various mechanisms to create a realistic opportunity for the development of affordable housing in the Township, one of which is the development of a Rental Rehabilitation Program; and

WHEREAS, in order to implement the Rental Rehabilitation Program, a manual has been prepared to guide the administration of the Program and assist in the development of the affordable housing contemplated in the FSHC Settlement Agreement; and

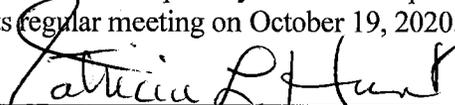
WHEREAS, the Township Council believes it is in the best interests of the Township to adopt the Operating Manual for the Administration of a Rental Rehabilitation Program attached as Exhibit A hereto;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL FOR THE TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON, IN THE STATE OF NEW JERSEY AS FOLLOWS:

1. That it approves and adopts the Operating Manual for the Administration of a Rental Rehabilitation Program substantially in the form attached hereto as Exhibit A.
2. The Township staff and professionals are hereby authorized to take any and all actions reasonable and necessary to fulfill the Township's obligations as set forth in the Operating Manual.

VOTE:	
GILLESPIE	YES
DONNELLY	YES
LOCATELL	YES
NAPOLITANO	YES
PETRIELLO	YES

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its regular meeting on October 19, 2020.


Patricia L. Hunt, RMC
Township Clerk



Operating Manual for the Administration of a Rental Rehabilitation Program

December 13, 2018

Township of Moorestown, Burlington County, New Jersey

Clarke Caton Hintz | 100 BARRACK STREET | TRENTON, NJ | 08608

TOWNSHIP OF MOORESTOWN

Operating Manual for the Administration of Rental Rehabilitation Units

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INTRODUCTION

This Rehabilitation Program Operating Manual has been prepared to assist in the administration of the *Township of Moorestown* Rental Rehabilitation Program. It will serve as a guide to the program staff and applicants.

This manual describes the basic content and operation of the program, examines program purposes and provides the guidelines for implementing the program. It has been prepared with a flexible format allowing for periodic updates of its sections, when required, due to revisions in regulations and/or procedures.

This manual explains the steps in the rehabilitation process. It describes the eligibility requirements for participation in the program, program criteria, funding terms and conditions, cost estimating, contract payments, record keeping and overall program administration.

The Rental Rehabilitation Program will be administered by the County of Camden Community Development Department. A copy of the Memorandum of Agreement is attached as **Appendix G**. The Administrative Agent for the rental units is Triad Associates. A copy of the Administrative Agent designation is attached as **Appendix H**.

The following represents the procedures developed to offer an applicant the opportunity to apply to the program.

A. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental payments. For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or <http://www.state.nj.us/lps/dcr/index.html>.

SECTION I. ELIGIBLE PARTICIPANTS

A. Categories of Participants

Renter-occupied housing units are eligible to receive funding for rehabilitation provided that the occupants of the units are determined to be low- or moderate-income households and that the units are determined to be substandard. Owners of rental properties do not have to be low- or moderate-income households. If a structure

contains two or more units and an owner, who is not income eligible, occupies one unit funding may be provided for the rehabilitation of the rest of the units if income-eligible households occupy those units. Rents must be affordable to low- or moderate-income households.

NOTE: Pursuant to N.J.A.C. 5:97-6.2(b)6 rental units may not be excluded from a municipal rehabilitation program. If a county administers the municipal rehabilitation program and the county program does not include rehabilitation of rental units, the municipality will need to supplement the county program with its own rehabilitation program for rental units.

B. Income Limits for Participation

The occupants of the units must have incomes that fall within the income guidelines established for the *County of Burlington* by the Council on Affordable Housing (COAH). These limits are revised annually as COAH figures become available and can be found in Appendix B.

NOTE: The program will strive to provide that low-income households occupy at least 50 percent of the units rehabilitated.

C. Program Area

This is a municipal-wide program. The rehabilitation property must be located in the *Township of Moorestown*.

D. Certification of Substandard

The purpose of the program is to bring substandard housing up to code. Substandard units are those units requiring repair or replacement of at least one major system. A major system is any one of the following:

1. Roof
2. Plumbing (including wells)
3. Heating
4. Electrical
5. Sanitary plumbing (including septic systems)
6. Load bearing structural systems
7. Lead paint abatement
8. Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

Code violations will be determined by an inspection conducted by a licensed inspector.

SECTION II. AVAILABLE BENEFITS

A. Program Financing

The average per unit rehabilitation costs shall be **\$10,000**. If a particular unit requires more than \$10,000, the Township will review and approve on a case by case basis

B. Renter-occupied Units - Program Financing/Program Affordability Controls

Eligible landlords of one-four unit buildings may be eligible for an interest free loan which will be due when title to the property is transferred. The landlords are required to provide at least 50% of the total construction costs needed for each unit to meet the New Jersey State Housing Code, N.J.A.C. 5:28 and each unit must meet the major system repair or replacement requirement. At the time the application is submitted, owners must submit proof of their share through bank statements, credit lines, etc. Title searches and property appraisals will be required to determine if there is sufficient equity in the property to cover the cost of the loan. The landlords will be expected to pay for the costs of the title searches and provide up to date property appraisals. In addition to the interest free, deferred payment loan, a ten-year deed restriction, attached to the mortgage and note, will be used to control the contract rent and ongoing tenant eligibility on rental units that receive assistance. The loan will be due upon transfer of title to the property; however, the deed restrictions shall remain in effect for ten years from the date the units are certified as standard. There are no monthly payments. The deed restriction will be recorded in the county deed book.

In situations where the non-income eligible owner(s) of eligible rental units occupies a unit in the structure to be rehabilitated, repairs to shared systems (i.e.: roof, heating, foundations, etc.) will be prorated with the owner(s) receiving no financial assistance for the owner's share.

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 price and affirmatively marketed pursuant to the N.J.A.C. 5:97-9. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:97-9.

C. Subordination

Township of Moorestown may agree to subordination of a loan if the mortgage company supplies an appraisal showing that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit.

SECTION III. ELIGIBLE PROPERTY IMPROVEMENTS

A. Eligible Improvements

Housing rehabilitation funds may be used only for repairs or system replacements necessary to bring a substandard unit into compliance with municipal health, safety and building codes, applicable code violations, as well as any other cosmetic work that is reasonable and deemed necessary or is related to the necessary repairs.

At least one major system must be replaced or included in the repairs, which include one of the following:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

The related work may include, but not be limited to the following:

- Interior trim work,
- Interior and/or exterior doors
- Interior and/or exterior hardware
- Window treatment
- Interior stair repair
- Exterior step repair or replacement
- Porch repair
- Wall surface repair
- Painting
- Exterior rain carrying system repair

B. Ineligible Improvements

Work not eligible for program funding includes but is not limited to luxury improvements (improvements which are strictly cosmetic), additions, conversions (basement, garage, porch, attic, etc.), repairs to structures separate from the living units (detached garage, shed, barn, etc.), furnishings, pools and landscaping. If determined unsafe, stoves may be replaced. The replacement or repair of other

appliances is prohibited. Rehabilitation work performed by property owners shall not be funded under this program.

C. Rehabilitation Standards

Upon rehabilitation, housing deficiencies shall be corrected and the unit shall comply with the New Jersey State Housing Code, N.J.A.C. 5:28. For construction projects that require the issuance of a construction permit pursuant to the Uniform Construction Code, the unit must also comply with the requirements of the Rehabilitation Subcode (N.J.A.C. 5:23-6). In these instances, the more restrictive requirements of the New Jersey State Housing Code or the Rehabilitation Subcode shall apply. For projects that require construction permits, the rehabilitated unit shall be considered complete at the date of final approval pursuant to the Uniform Construction Code.

D. Certification of Standard

All code deficiencies noted in the inspection report must be corrected and rehabilitated units must be in compliance with the standards proscribed in sub-section C above upon issuance of a certificate of completion or occupancy. The licensed inspector must certify any structure repaired in whole or in part with rehabilitation funds to be free of any code violations.

E. Emergency Repairs

A situation relating to a safety and/or health hazard for the occupants would constitute an emergency. A municipal inspector will confirm the need for such work. In emergency cases, the formal solicitation process will not be followed. A minimum of three (3) estimates will be obtained when possible for the "emergency" work. However, eligibility, as stated in Section I, subsection B, must be determined prior to soliciting estimates. Application for additional non-emergency work may be made in accordance with the procedures outlined in this Operating Manual. The funding for the emergency work and any additional rehabilitation may not exceed the program financing provisions in Section II, sub-section A.

SECTION IV. OVERVIEW OF ADMINISTRATIVE PROCEDURES

A. Application/Interview

Property owners interested in participating in the housing rehabilitation program may submit preliminary applications to the program staff. Preliminary applications are available at the following locations:

Moorestown Township Municipal
Building 59 South White Horse Pike,
Moorestown NJ

Phone: (856) 767-7777 ext. 1302

Office Hours: Monday - Friday 8:30 a.m. - 4:30 p.m.

Upon request, the program staff will mail a preliminary application to an interested property owner.

Applicants for rental rehabilitation funding must provide a list of tenants and the rents paid by each. The program staff will contact the tenants to provide evidence of income eligibility of the occupants of the units.

Applications will be processed in the order of receipt. Only emergency situations shall be handled out of the order of receipt.

B. Income Eligibility and Program Certification

Property owners of renter-occupied units must submit the following documentation:

- Copy of the deed to the property.
- Proof that property taxes and water and sewer bills are current.
- Proof of property insurance, including liability, fire and flood insurance where necessary.

If after review of the income documentation submitted by the applicant's tenants, the tenant is determined to be ineligible, the applicant will receive a letter delineating the reasons for the determination of ineligibility. An applicant may be determined ineligible if each tenants' income exceeds COAH income limits.

The program staff will arrange for a title search of all properties entering the program.

Upon confirmation of income eligibility of the applicant's tenants, the program staff will send a letter to the applicant certifying the applicant's and or tenant's eligibility. Eligibility will remain valid for six months. If the applicant has not signed a contract for rehabilitation within six months of the date of the letter of certifying eligibility, the applicant will be required to reapply for certification.

C. Housing Inspection/Substandard Certification

Once determined eligible, the program staff will arrange for a qualified, licensed, housing/building code inspector to inspect the entire residential property.

The licensed inspector will inspect the house, take photographs, and certify that at least one major system is substandard. All required repairs would be identified.

D. Ineligible Properties

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be ineligible, the program staff will send a letter delineating the reasons for the determination of ineligibility. An applicant's property may be determined ineligible for any one of the following reasons:

- Title search is unfavorable.
- Property does not need sufficient repairs to meet eligibility requirements.
- Real estate taxes are in arrears.
- Proof of property insurance not submitted.
- Property is listed for sale.
- Property is in foreclosure.
- Total debt on the property will exceed the value of the property.

Township of Moorestown may disqualify properties requiring excessive repairs to meet municipal housing standards. The estimated or bid cost of repairs must exceed 50 percent of the estimated after-rehabilitation value of the property for the municipality to exclude the property.

If after review of the property documentation submitted and the inspection report and/or work write-up an applicant's property is determined to be eligible, the inspector will then certify that the dwelling is substandard by completing and signing the Certificate of Substandard Form and submitting this to the program staff.

E. Cost Estimate

The program staff will prepare or cause to be prepared a Work Write-up and Cost Estimate. This estimate will include a breakdown of each major work item by category as well as by location in the house. It will contain information as to the scope and specifics on the materials to be used. A Cost Estimate will be computed and included within the program documentation. The program staff will review the Preliminary Work Write-up with the property owner.

Only required repairs to units occupied by income eligible households will be funded through the housing rehabilitation program. If the property owner desires work not fundable through the program, including work on an owner-occupied unit of a rental rehabilitation project, work on a non-eligible rental unit in a multi-unit building or improvements not covered by the program, such work may be added to the work write-up if the property owner provides funds to be deposited in the municipality's Housing Trust Fund prior to the commencement of the rehabilitation of the property equivalent to *(110 percent or a higher percentage)* of the estimated cost of the elective work. Such deposited funds not expended at the time of the issuance of a certificate of completion/occupancy will be returned to the property owner with accrued interest.

F. Contractor Bidding Negotiations

After the unit and the unit occupant have been certified as eligible, the program staff will provide a list of approved, pre-qualified trade contractors for bidding. The property owner reviews this list and selects a minimum of three and a maximum of five contractors from whom to obtain bids. The program staff and property owner will then review these bids. The lowest responsible trade contractor shall then be selected. If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

Property owners may seek proposals from non-program participating contractors. However, the Township must pre-approve the contractor prior to submitting a bid.

G. Contract Signing/Pre-Construction Conference

Program staff will meet with the property owner to review all bids by the various trades. This review will include a Final Work Write-up and Cost Estimate. The Contractor Agreement will be prepared by the program staff, as well as the Borrower's Agreement covering all the required terms and conditions.

The program staff will then call a Pre-Construction Conference. Documents to be executed at the Pre-construction Conference include: Contractors Agreement(s), a Restricted Covenant, Mortgage and Mortgage Note. The property owner, program staff representative, contractor and bank representative will execute the appropriate documents and copies will be provided as appropriate. A staff member will outline project procedures to which property owner must adhere. A Proceed to Work Order, guaranteeing that the work will commence within fifteen (15) calendar days of the date of the conference and be totally completed within ninety (90) days from the start of work, will be issued to each contractor at this Conference.

H. Progress Inspections

The program staff will make periodic inspections to monitor the progress of property improvements. This is necessary to ensure that the ongoing improvements are in accordance with the scope of work outlined in the work write-up. It is the contractor's responsibility to notify the Building Inspector before closing up walls on plumbing and electrical improvements.

I. Change Orders

If it becomes apparent during the course of construction that additional repairs are necessary or the described repair needs to be amended, the program staff will have the qualified professional(s) inspect the areas in need of repair and prepare a change order describing the work to be done. The applicant and the contractor will review the change order with the program staff and agree on a price. Once all parties approve of the change order and agree on the price, they will sign documents amending the contract agreement to include the change order. Additionally, if the applicant is not

funding the additional cost, new financing documents will be executed reflecting the increase.

J. Payment Schedule

The contract will permit three progress payments if the project costs less than \$20,000 or four progress payments if the project costs more than \$20,000. For example: \$24,000 project has four payments, with the first payment of \$10,000 and the remaining payments are divided equally. First payment is made when the project is one-quarter completed. Second payment is made when the project is one-half completed. Third at three quarters completed. Fourth and final payment upon completion.

The contractor will submit a payment request. The applicant will sign a payment approval if both the applicant and housing/building inspector are satisfied with the work performed. The municipality will then release the payment.

Final payment will be released once all final inspections are made, a Certificate of Occupancy is issued (if applicable) and the program staff receives a Property Owner Sign-off letter.

K. Appeal Process

If an applicant does not approve a payment that the housing/building inspector has approved, the disputed payment will be appealed to the municipality's Council for a hearing. The municipality's *Counsel* will decide if the payment shall be released to the contractor or the contractor must complete additional work or correct work completed before the release of the payment. The municipality's decision will be binding on both the applicant and the contractor

L. Final Inspection

Upon notification by the contractor that all work is complete and where required a Certificate of Occupancy has been issued, a final inspection shall be conducted and photographs taken. The program staff (or a representative), the property owner, and the necessary contractors shall be present at the final inspection to respond to any final punch list items.

M. Record Restricted Covenant and Mortgage Documentation

Program staff will file the executed Restricted Covenant and Mortgage with the County Clerk.

N. File Closing

After the final payment is made, the applicant's file will be closed by the program staff.

SECTION V. CONTRACTOR RELATED PROCEDURES

A. Contractor Selection

Contractors must apply to the program staff to be placed on the pre-approved contractors list. Contractors seeking inclusion on the list must submit references from at least three recent general contracting jobs. Contractors also must submit documentation proving financial stability and the ability to obtain performance bonds, as performance bonds will be required on every rehabilitation project. If it is ever necessary for the municipality or the Administrative Agent to access the performance bond in order to complete a project, the contractor will be removed from the pre-approved contractors list. Contractors must carry workmen's compensation coverage and liability insurance of at least \$100,000/\$300,000 for bodily injury or death and \$50,000 for property damage. Only licensed tradesmen will be permitted to perform specialty work such as plumbing, heating and electrical.

B. Number of Proposals Required

The property owner will select a minimum of three general contractors from a list of pre-approved contractors. Property owners may not select contractors who do not appear on the list.¹ The approved work write-up will be submitted to the selected contractors by the program staff. Contractors must visit the property and submit bids within *14* days. The contract will be awarded to the lowest bidder², provided that the housing/building inspector or the professional who drafted the work write-up certify that the work can be completed at the price bid and that the bid is reasonably close to the cost estimate. Bids must fall within *10* percent of the cost estimate.

C. Contractor Requirements

Upon notification of selection, the contractor shall submit all required insurance certification to the program staff. A contract signing conference will be called by the program staff to be attended by the property owner and contractor. At the time of Agreement execution, the contractor shall sign a Certification of Work Schedule prepared by the program staff.

SECTION VI. MAINTENANCE OF RECORDS

A. Files To Be Maintained on Every Applicant

¹ The program permits a property owner to seek proposals from non-program participating contractors. However, Township of Moorestown must pre-approve the contractor prior to submitting a bid.

² If the property owner wishes to use a contractor other than the lowest responsible bidder, the property owner shall pay the difference between the lowest bid price and the bid price of the selected contractor.

The program staff will maintain files on every applicant. All files will contain a preliminary application. If an applicant's preliminary application is approved, and the applicant files a formal application, the file will contain at a minimum:

- Application Form
- Tenant Information Form (Rental Units Only)
- Income Verification
- Letter of Certification of Eligibility or Letter of Determination of Ineligibility

B. Files of applicants approved for the program will also contain the following additional documentation:

- Housing Inspection Report
- Photographs - Before
- Certification of Property Eligibility or Determination of Ineligibility
- Proof of Homeowners Insurance
- Copy of Deed to Property

C. For properties determined eligible for the program where the applicants choose to continue in the program, the files shall contain the following:

- Work Write-Up/Cost Estimate
- Copies of Bids
- Applicant/Contractor Contract Agreement
- Recorded Mortgage/Lien Documents
- Copies of All Required Permits
- Contractor Requests for Progress Payments
- Progress Payment Inspection Reports
- Progress Payment Vouchers
- Change Orders (If needed)
- Final Inspection Report
- Photographs - After
- Certification of Completion and Release of Contractor's Bond

Individual files will be maintained throughout the process.

A. Rehabilitation Log

A rehabilitation log will be maintained by the program staff that depicts the status of all applications in progress.

B. Monitoring

For each unit the following information must be retained to be reported annually:

- Street Address
- Block/Lot/Unit Number
- Owner/Renter
- Income: Very Low/Low/Mod
- Final Inspection Date
- Funds expended on Hard Costs
- Development Fees expended
- Funds Recaptured
- Major Systems Repaired
- Unit Below Code & Raised to Code
- Effective date of affordability controls
- Length of Affordability Controls (yrs)
- Date Affordability Controls removed
- Reason for removal of Affordability Controls

SECTION VII. PROGRAM MARKETING

The municipality will conduct a public meeting announcing the implementation of the housing rehabilitation program. For the term of the program, the municipality will include flyers once a year with the tax bills, water bills or other regular municipal mailing to all property owners. Program information will be available at the municipal building, library, and senior center and on the municipal website. Posters regarding the program will be placed in retail businesses throughout the municipality.

Prior to commencement of the program and periodically thereafter, the municipality will hold informational meetings on the program to all interested contractors. Each contractor will have the opportunity to apply for inclusion of the municipal contractor list.

SECTION VIII. RENTAL PROCEDURES

Rental units are subject to the Uniform Housing Affordability Controls (UHAC) at N.J.A.C. 5-80:26.1 et. seq. once the rental units are rehabilitated.

A. Fair Housing and Equal Housing Opportunities



It is unlawful to discriminate against any person making application to participate in the rehabilitation program or rent a unit with regard to race, creed, color, national origin, ancestry, age, marital status, affectional or sexual orientation, familial status, disability, nationality, sex, gender identity or expression or source of lawful income used for mortgage or rental

payments.

For more information on discrimination or if anyone feels they are a victim of discrimination, please contact the New Jersey Division on Civil Rights at 1-866-405-3050 or

<http://www.state.nj.us/lps/dcr/index.html>.

B. Overview of the Affordable Housing Administration Process for Rental Units

- The Municipal Housing Liaison will serve as an initial point of contact for unsolicited calls to the Township about affordable housing and where appropriate will direct applicants to Triad Associates, the Administrative Agent.
- The Administrative Agent implements the municipality's Affirmative Marketing Plan.
- The Administrative Agent serves as the initial point of contact for all inquiries generated by the affirmative marketing efforts and sends out pre-applications to interested callers.
- The Administrative Agent will accept these returned pre-applications for up to 90 days. At the end of this time period these applications will be randomly selected, through a lottery, to create a pool of applicants.
- The Administrative Agent pre-qualifies applicants in the applicant pool for income eligibility and sends either a rejection letter to those over income or a preliminary approval letter to those who appear income-eligible.
- When a unit becomes available, the Administrative Agent will interview the applicant households and proceed with the income qualification process.
- The Administrative Agent must notify applicant households in writing of certification or denial within 20 days of the determination.
- Once certified, households are further screened to match household size to bedroom size.
- Certified households that are approved for a rental affordable housing unit will sign a Rental Certification and any other applicable documents, which are held in the applicant file. Applicants then make an appointment with the landlord or the leasing agent. Applicant households seeking rental units proceed with a credit check, which is generally conducted by the leasing agent or landlord. If approved, the applicant will sign the lease, pay the first month's rent and the security deposit and receive the keys.
- The certified household moves in to the affordable rental unit.

C. Roles and Responsibilities

Responsibilities of the Municipal Housing Liaison

The Municipal Housing Liaison is responsible for coordinating all the activities of the municipal government as it relates to the creation and administration of affordable housing units, in conjunction with the Municipal Attorney, where appropriate (see the section **Responsibilities of the Municipal Attorney**). The primary purpose of the Municipal Housing Liaison is to ensure that all affordable housing projects are established and administered according to the Regulations as outlined in an Operating Manual. The duties of the Municipal Housing Liaison include the following duties, and may include the responsibilities for providing administrative services as described in the next Section under, Responsibilities of an Administrative Agent.

Monitor the status of all restricted units in the municipality's Fair Share Plan. Regardless of any arrangements the municipality may have with one or more Administrative Agents, it is the Municipal Housing Liaison's responsibility to know the status of all restricted units in their community.

Serve as the municipality's primary point of contact for all inquiries from the State, Administrative Agents, developers, affordable housing sponsors, owners, property managers, and interested households. The Municipal Housing Liaison serves as the municipality's primary point of contact on affordable housing issues. Interested applicants should be provided with information on the types of affordable units within the municipality and, where applicable, the name of the Administrative Agent that manages the units and the contact information for the Administrative Agent.

Compile, verify and submit annual reporting. Administrative Agents are responsible for collecting much of the data that is ultimately included in an annual COAH monitoring report. However, it is the Municipal Housing Liaison's responsibility to collect and verify this data and consolidate it into the annual report to COAH. Any requests from COAH for additional information or corrections will be directed to the Municipal Housing Liaison.

Provide Administrative Services, unless those services are contracted out. The responsibilities for providing administrative services are described in the next Section under, **Responsibilities of an Administrative Agent.**

Responsibilities of an Administrative Agent

The primary responsibility of an Administrative Agent is to establish and enforce affordability controls and ensure that units in their portfolio are rented to eligible households. Administrative Agents must:

Secure written acknowledgement from all owners that no restricted unit can be offered or in any other way committed to any person other than a household duly certified by the Administrative Agent.

Create and adhere to an Operating Manual. Administrative Agents are required to follow the policies and procedures of an Operating Manual, as applicable to the scope of services they have been contracted to perform.

Implement the municipality's Affirmative Marketing Plan. The Administrative Agent, Triad Associates is responsible for implementing the Affirmative Marketing Plan adopted by the municipality. At the first meeting with the Municipal Housing Liaison, Administrative Agent, and the developer, affordable housing sponsor or owner this responsibility should be discussed. Affirmative marketing includes conducting regional outreach and advertising for available affordable units. Advertising costs may also be

delegated to the developer, but this must be established by ordinance and a condition of approval of the Planning Board or Zoning Board.

Accept applications from interested households. In response to marketing initiatives or by referral from the Municipal Housing Liaison, interested households will contact the Administrative Agent. The Administrative Agent will supply applicants with applications, provide additional information on available units and accept completed applications.

Conduct random selection of applicants for rental of restricted units. The Administrative Agent is responsible for conducting the random selection in accordance with the Affirmative Marketing Plan and any related local ordinances, and as described in the Operating Manual.

Create and maintain a pool of applicant households. This includes reaching out to households in the applicant pool to determine continued interest and/or changes in household size and income.

Determine eligibility of households. The task of collecting application materials and documentation from applicant households and analyzing it for eligibility is the responsibility of an Administrative Agent. A written determination on a household's eligibility must be provided within twenty (20) days of the Administrative Agent's determination of eligibility or non-eligibility. Whether or not the household is determined to be eligible for a unit, it is an Administrative Agent's responsibility to secure all information provided by the household in individual files and to maintain strict confidentiality of all information regarding that household. An Administrative Agent is required to ensure that all certified applicants execute a certificate acknowledging the rights and requirements of renting an affordable unit, in the form of Appendix K of UHAC.

Establish and maintain effective communication with property managers and landlords. Property managers and landlords of restricted units should be instructed and regularly reminded that the Administrative Agent is their primary point of contact. The Administrative Agent must immediately inform all property managers and landlords of any changes to the Administrative Agent's contact information or business hours.

Property managers and landlords should be instructed to immediately contact the Administrative Agent:

- Immediately upon learning that an affordable rental unit will be vacated.
- For review and approval of annual rental increases.

Provide annual notification of maximum rents. Each year when COAH releases its low- and moderate-income limits, rental households must be notified of the new maximum rent that may be charged for their unit. The Administrative Agent's contact

information must be included on such notification in case the tenant is being overcharged.

Serve as the custodian of all legal documents. An Administrative Agent is responsible for maintaining originals of all legal instruments for the units in their portfolio. Throughout the duration of a control period, an Administrative Agent must maintain a file containing its affordability control documents. This includes, but is not limited to, the recorded Declarations of Covenants, Conditions and Restrictions, Deed Restrictions, Deeds, Repayment Mortgages, Repayment Mortgage Notes, Leases and Rental Certifications.

Serve as point of contact on all matters relating to affordability controls. It is recommended that the Administrative Agent develop a system to be notified by lenders when a unit is at risk of foreclosure. In the event of a foreclosure, the Administrative Agent should work with the foreclosing institution to ensure that the affordability controls are maintained. The Administrative Agent should seek the counsel of the municipality's attorney on legal matters that threaten the durability of the affordability controls.

Provide annual activity reports to Municipal Housing Liaison for use in the annual COAH monitoring report. An Administrative Agent is responsible for collecting the reporting data on each unit in their portfolio.

Maintain and distribute information on HUD-approved Housing Counseling Programs.

Responsibilities of the Municipal Attorney

The Municipal Attorney assists the municipality with developing, administering, and enforcing affordability controls, including but not limited to

- Providing all reasonable and necessary assistance in support of the Administrative Agent's efforts to ensure compliance with the housing affordability controls.

Responsibilities of Owners of Rental Units

Open and direct communication between the Owners of rental units, the Municipal Housing Liaison and the Administrative Agent is essential to ongoing administration of affordability controls. Although the Administrative Agent is required to serve as the primary point of contact with households, the Owner must provide the Municipal Housing Liaison and Administrative Agent with information on vacancies. Owners of rental units are also responsible for working with the Administrative Agent to ensure that the Municipal Housing Liaison has all necessary information to complete the annual COAH reporting.

Responsibilities of Landlords and Property Managers

Landlords and property managers must place a notice in all rental properties annually informing residents of the rent increase for the year and the contact information for the Administrative Agent.

D. Affirmative Marketing

Overview of the Requirements of an Affirmative Marketing Plan

All affordable units are required to be affirmatively marketed using Moorestown's Affirmative Marketing Plan. An Affirmative Marketing Plan is a regional marketing strategy designed to attract households 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 an Administrative Agent or a developer, sponsor, owner or property manager of affordable housing. The primary objectives of an Affirmative Marketing Plan are to target households who are least likely to apply for affordable housing, and to target households throughout the entire housing region in which the units are located.

Township of Moorestown's Affirmative Marketing Plan for Re-Rentals can be found in the Appendix C.

NOTE: Every Affirmative Marketing Plan and any revisions thereto must be adopted by resolution of the governing body, referenced by ordinance and approved by COAH. A form to help municipalities set up an Affirmative Marketing Plan is available on COAH's website for Administrative Agents. It is recommended to include the approved Affirmative Marketing Plan in the Appendix rather than in the text of the Operating Manual so that if any revision is required to the Affirmative Marketing Plan, the manual will not need to be revised, only the insertion in the Appendix.

Every Affirmative Marketing Plan must include all of the following:

- Publication of at least one advertisement in a newspaper of general circulation within the housing region; and
- Broadcast of at least one advertisement by radio or television throughout the housing region.
- At least one additional regional marketing strategy such as a neighborhood newspaper, religious publication, organizational newsletter, advertisement(s) with major employer(s), or notification through community and regional organizations such as non-profit, religious and civic organizations.

For each affordable housing opportunity within the municipality, the Affirmative Marketing Plan must include the following information:

- The address of the project and development name, if any
- The number of rental units
- The price ranges of the rental units
- The name and contact information of the Municipal Housing Liaison, Administrative Agent, property manager or landlord
- A description of the Random Selection method that will be used to select applicants for affordable housing.
- Disclosure of required application fees, if any.

Advertisements must contain the following information for each affordable housing opportunity:

- The location of and directions to the units
- A range of prices for the housing units
- The bedroom size(s) of the units
- The maximum income permitted to qualify for the housing units
- The locations of applications for the housing units
- The business hours when interested households may obtain an application for a housing unit
- Application fees, if any

NOTE: It is also recommended that the following information be included in the advertisements:

- Last date applications will be accepted
- Contact number of the Municipal Housing Liaison, Administrative Agent, property manager or landlord
- A statement concerning the availability of credit, budget and/or homeownership counseling services
- If already adopted by ordinance, a statement concerning regional preference.

COAH recommends including the following statement on all advertisements. "Visit www.njhousing.gov for more affordable housing opportunities."

Implementation of the Affirmative Marketing Plan

The affirmative marketing process for affordable units shall begin at least four months prior to expected occupancy. In implementing the marketing program, the Administrative Agent, Triad Associates shall undertake all of the strategies outlined in the *Township of Moorestown's* Rental Rehabilitation Program Affirmative Marketing Plan. Advertising and outreach shall take place during the first week of the marketing

program and each month thereafter until all the units have been rented. Applications for affordable housing shall be available in several locations in accordance with the Affirmative Marketing Plan. The time period when applications will be accepted will be posted with the applications. Applications shall be mailed to prospective applicants upon request.

An applicant pool will be maintained by the Administrative Agent for re-rentals.

When a re-rental affordable unit becomes available, applicants will be selected from the applicant pool and, if necessary, the unit will be affirmatively marketed as described above.

The selection of applicants from the applicant pool is described in more detail in this manual under the section **Random Selection & Applicant Pool(s)**.

FREQUENTLY ASKED QUESTIONS

Question: *How often should we advertise?*

Answer: Administrative Agents responsible for new developments, or newly hired Administrative Agents, must advertise initially to create an applicant pool. For new developments, advertising should begin four months prior to the anticipated occupancy of the units. Advertising should continue monthly until all units are sold or rented. Once all vacant units are filled with eligible households, the Administrative Agent can either close the applicant pool or keep it open. If the applicant pool has sufficient eligible households for approximately two years worth of turnover, COAH recommends that the applicant pool be closed and applications no longer be accepted. In this case, advertising does not need to be conducted until four months before the applicant pool is to be reopened. If the Administrative Agent wishes to keep the applicant pool open, they must conduct some form of advertising on a monthly basis. However, all the components of the Affirmative Marketing Plan do not need to be implemented every month. One strategy can be implemented each month on a rotating basis. The next section provides more information on random selection and applicant pool maintenance to help determine how often advertising should be conducted.

Question: *My county doesn't have a library. How do I comply with the application availability rule?*

Answer: Only 11 of New Jersey's 21 counties have a county library (a list is included on COAH's website for Administrative Agents). If one or more of the counties in a housing region do not have county libraries, applications must be made available at the county administration building.

Question: *Our affordable housing development is very small. It is unnecessary for us to conduct monthly marketing initiatives and the number of applicants in our existing pool already exceeds the two-year rule of thumb. Is there any way for us to maintain compliance without conducting monthly outreach initiatives?*

Answer: COAH suggests that you attempt to partner with other municipalities in your housing region to help defray time and cost or close the applicant pool and do not accept applications until the applicant pool contains fewer applicants and affirmative marketing is implemented.

Question: *We have moderate-income units available, but not low-income units. Can we keep only the moderate portion of the applicant pool open?*

Answer: Yes. In fact, if you regularly have a type of unit that is hard to fill, you may tailor marketing initiatives to fill that type of unit. However, households that submit applications and are not interested or eligible for the targeted unit type must be notified that they will not be placed in the applicant pool until it is reopened for their unit type.

Question: *Are all developments required to conduct affirmative marketing, or just those with a certain number of units, for example, more than five units?*

Answer: All affordable units governed by UHAC are required to be affirmatively marketed. If it is burdensome for a small development to conduct its own affirmative marketing, the municipality and Administrative Agent(s) should consider conducting the affirmative marketing for all the units within the municipality at the municipal level, not at the development level. An alternative is to contract with an Administrative Agent who will do the affirmative marketing for your units as well as other units they manage.

E. Random Selection & Applicant Pool(s)

Initial Randomization

Applicants are selected at random before income-eligibility is determined, regardless of household size or desired number of bedrooms. The process is as follows:

After advertising is implemented, applications are accepted for up to 30 days. Applicants will be asked where they learned of the housing opportunity. The Administrative Agent will pre-qualify applicants as soon as applications are received, and only place preliminarily income-eligible applications in the lottery, provided that applicants are notified in writing of eligibility and non-eligibility in advance of the lottery.

At the end of the period, sealed applications are selected one-by-one through a lottery (unless fewer applications are received than the number of available units, then all eligible households will be placed in a unit).

Households are informed of the date, time and location of the lottery and invited to attend. A municipal representative is also invited to attend the lottery.

An applicant pool is created by listing applicants in the order selected.

Applications are reviewed for income-eligibility. Ineligible households are informed that they are being removed from the applicant pool or given the opportunity to correct and/or update income and household information.

Eligible households are matched to available units based upon the number of bedrooms needed (and any other special requirements, such as [regional preference or] the need for an accessible unit).

For future re-rentals the Administrative Agent will keep the applicant pool open after the initial lottery and add names to the existing list based on time and date of submission. This procedure may only be followed if the Administrative Agent engages in ongoing monthly affirmative marketing efforts according to the approved Affirmative Marketing Plan to ensure outreach to the housing region.

F. Matching Households To Available Units

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 implement the following policies:

- Provide an occupant for each unit bedroom;
- Provide children of different sex with separate bedrooms;

- Prevent more than two persons from occupying a single bedroom;
- Require that all the bedrooms be used as bedrooms; and
- Require that a couple requesting a two-bedroom unit provide a doctor's note justifying such request.

The Administrative Agent cannot require an applicant household to take an affordable unit with a greater number of bedrooms, as long as overcrowding is not a factor.

A household can be eligible for more than one unit category, and should be placed in the applicant pool for all categories for which it is eligible.

FREQUENTLY ASKED QUESTIONS

Question: *What happens if a moderate-income household "walks in" (when the applicant pool is closed and no affirmative marketing is being conducted) and I have a moderate unit available with no eligible moderate-income households in the applicant pool?*

Answer: If the Administrative Agent notices that a specific unit type is hard to fill and few eligible households are in the applicant pool, the Administrative Agent should conduct ongoing affirmative marketing for that unit type to ensure a steady stream of certified households and keep the list open for that unit type. The walk-in can be added to the list.

Question: *I am working with an applicant household that requires an accessible unit. Do they skip ahead on the list when an accessible unit becomes available?*

Answer: UHAC does not provide any guidance on this situation. However, COAH suggests that the Administrative Agent consider an accessible unit a unit type, just as a unit is defined by bedroom size. Therefore, if the Administrative Agent is using the initial randomization model, the first household on the randomized list that requires an accessible unit should be selected when an accessible unit becomes available. If the Administrative Agent is using the randomization after certification model, all households of the appropriate size who are in need of an accessible unit, would be selected, and randomized.

Question: *An applicant household has a daughter that has room and board at her college. Can they request a unit that is large enough for her to have a bedroom when she is at home?*

Answer: Yes. If the household has a student away at college who is still claimed as a dependent and maintains the parents' address as a legal address, the student should be counted in the household size.

Question: *Do I have to place a one-person household in a two-bedroom unit if there is no one-bedroom units available or the applicant requests a two-bedroom unit?*

Answer: A household should not be placed in a unit where there is more than one bedroom per household member. In order to deviate from these standards, the Administrative Agent must obtain written approval from COAH. If a development does not have any one-bedroom units, for example, the Administrative Agent should inform one-person households that they will not be offered a unit unless there are no eligible households with more than one person. The Administrative Agent should also refer one-bedroom households to other Administrative Agents within the municipality or region that offer one-bedroom units. The Administrative Agent must demonstrate that every effort has been made to find a household of the appropriate size and composition and that a hardship exists that would justify deviating from the established standard.

Question: *I am working with an applicant household that consists of two parents and five children. This household is applying for a three-bedroom unit. Should this household only be offered a four-bedroom unit?*

Answer: No. The administrator must *strive* to prevent more than two people from occupying one bedroom, as outlined in N.J.A.C. 5:80-26.4(c), but may not force a family to purchase or rent a larger unit as long as it does not violate municipal regulations for over-crowding.

G. Application Fees

The Administrative Agent's fee schedule can be found in the Appendix F.

H. Maximum Monthly Payments

The percentage of funds that a household can contribute toward housing expenses is limited. However, an applicant may qualify for an exception based on the household's current housing cost (see below). The Administrative Agent will strive to place an applicant in a unit with a monthly housing cost equal to or less than the applicant's current housing cost.

UHAC states that a certified household is not permitted to lease a restricted rental unit that would require more than 35 percent of the verified household income (40 percent for age-restricted units) to pay rent and utilities. However, at the discretion of the Administrative Agent, this limit may be exceeded if:

- 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 the household's housing costs;
- 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;
- The household is currently in substandard or overcrowded living conditions;
- The household documents the existence of assets, with which the household proposes to supplement the rent payments; or
- 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; and
- The household receives budget counseling.

I. Housing Counseling

The Administrative Agent is responsible for providing housing counseling, or providing referrals for counseling, as a part of the Affirmative Marketing Plan and during the application process. Although housing counseling is recommended, a household is only required to attend counseling if their monthly housing expense exceeds UHAC standards. A HUD-approved housing counseling agency, or a counseling agency approved by the NJ Department of Banking and Insurance, meets UHAC's requirements for an experienced Housing Counseling Agency. If the Administrative Agent is not approved by HUD or by the NJ Department of Banking and Insurance, the Agent will make referrals to one of the HUD-approved housing counseling agencies in New Jersey. This counseling to low- and moderate-income housing applicants will focus on subjects such as budgeting, credit issues, and mortgage qualification, and is free of charge. A list of non-profit counselors approved by HUD and/or the New Jersey Department of

Banking and Insurance is included on COAH's website and is available from the Administrative Agent.

J. The Applicant Interview

Ideally, the prospective applicant will be available to meet with the Administrative Agent to review the certification and random selection processes in detail and ask any questions they may have about the project or the process. However, scheduling time off from work may prove burdensome to the applicant. Applicants may also have mobility issues or special needs that also pose an obstacle to an interview. Therefore, the Administrative Agent is prepared to complete the certification process via telephone and mail. If an interview is to be conducted, the Administrative Agent will attempt to achieve the following objectives:

- Confirm and update all information provided on the application.
- Explain program requirements, procedures used to verify information, and penalties for providing false information. Ask the head of household, co-head, spouse and household members over age 18 to sign the Authorization for Release of Information forms and other verification requests.
- Review the applicant's identification and financial information and documentation, ask any questions to clarify information on the application, and obtain any additional information needed to verify the household's income.
- Make sure the applicant has reported all sources for earned and benefit income and assets (including assets disposed of for less than fair market value in the past two years). Require the applicant to give a written certification as to whether any household member did or did not dispose of any assets for less than fair market value during the past two years.

K. PROCEDURE FOR INCOME-ELIGIBILITY CERTIFICATION

1. Complete a Household Eligibility Determination Form

The program staff shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify their income, pursuant to the Uniform Housing Affordability Controls at N.J.A.C. 5:80-16.1 et seq.. Income verification documentation should include, but is not limited to the following for each and every member of a household who is 18 years of age or older:

- Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
- Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be

requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.

- A letter or appropriate reporting form verifying monthly benefits such as
 - Social Security or SSI – Current award letter or computer print out letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF³ current award letter
 - Disability - Worker’s compensation letter or
 - Pension income (monthly or annually) – a pension letter
- A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
- Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
- Evidence or reports of income from directly held assets, such as real estate or businesses.
- Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
- Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.

Applicants are allowed 30 days to complete the submission of all required documentation. The following is a list of various types of wages, payments, rebates and credits. Those that are considered as part of the household’s income are listed under Income. Those that are not considered as part of the household’s income are listed under Not Income.

Income

1. Wages, salaries, tips, commissions
2. Alimony
3. Regularly scheduled overtime
4. Pensions

³ TANF – Temporary Assistance for Needy Families

5. Social security
6. Unemployment compensation (verify the remaining number of weeks they are eligible to receive)
7. TANF
8. Verified regular child support
9. Disability
10. Net income from business or real estate
11. Interest income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds
12. Imputed interest (using a current average annual rate of two percent) from non-income producing assets, such as equity in real estate. Rent from real estate is considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance.
13. Rent from real estate is considered income
14. Any other forms of regular income reported to the Internal Revenue Service

Not Income

1. Rebates or credits received under low-income energy assistance programs
2. Food stamps
3. Payments received for foster care
4. Relocation assistance benefits
5. Income of live-in attendants
6. Scholarships
7. Student loans
8. Personal property such as automobiles
9. Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements
10. Part-time income of dependents enrolled as full-time students
11. Court ordered payments for alimony or child support paid to another household shall be deducted from gross annual income

To calculate income, the current gross income of the applicant is used to project that income over the next 12 months.

Student Income

Only full-time income of full-time students is included in the income calculation. A full-time student is a member of the household reported to the IRS as a dependent who is enrolled in a degree seeking program for 12 or more credit hours per semester; and part-time income is income earned on less than a 35-hour workweek.

Real Estate Asset Limit

Except for federal programs, if an applicant's primary residence, which is to be sold upon purchase of an affordable unit, has no mortgage debt and is valued at or above the regional asset limit as published annually by COAH with COAH's Annual Regional Income Limits Chart, the household must be determined ineligible for certification.

However, if the applicant's existing monthly housing costs including taxes, homeowner insurance, and condominium or homeowner association fees exceed 38 percent of the household's eligible monthly income, the household will be exempt from the asset limit.

An applicant must provide a recent, Market Value Appraisal or Realtor Comparative Market Analysis, on the home they own unless the applicant has mortgage debt on the home or can demonstrate that the existing monthly housing costs exceed 38 percent of the household's eligible monthly income, in which case the applicant is exempt from the asset limit.

Before obtaining a professional appraisal, the applicant should review the property's tax appraisal and the current market value and compare it to the asset limit to avoid any unnecessary expense. For instance, if homes are commonly selling in the applicant's neighborhood for over \$250,000, it is unlikely that an appraisal will determine a value below the asset limit. The maximum asset limit for Region 1 in 2008, for example, is \$149,034.

Income from Real Estate

If real estate owned by an applicant for affordable housing is a rental property, the rent is considered income. After deduction of any mortgage payments, real estate taxes, property owner insurance and reasonable property management expenses as reported to the Internal Revenue Service, the remaining amount shall be counted as income.

If an applicant owns real estate with mortgage debt, which is not to be used as rental housing, the Administrative Agent should determine the imputed interest from the value of the property. The Administrative Agent should deduct outstanding mortgage debt from the documented market value established by a market value appraisal. Based on current money market rates, interest will be imputed on the determined value of the real estate.

2. Records Documenting Household Composition and Circumstances

The following are various records for documenting household information:

- Social Security records or cards. Either individual Social Security card or letter from Social Security Administration
- Adoption papers, or legal documents showing adoption in process
- Income tax return
- Birth Certificate or Passport
- Alien Registration Card

3. Certify the income eligibility of low- and moderate-income households by completing the application form. Provide the household with the original and keep a copy in the project files.

L. Approving or Rejecting a Household

Administrative Agents must notify applicant households of their eligibility within twenty (20) days of the Administrative Agent's determination.

Households with a verified total household income that exceeds 80 percent of the regional income limit for the appropriate family size are ineligible for purchase or rental of restricted units. A letter rejecting the household's application shall be mailed to the household.

Similarly, households with a verified total household income that is within the income limits, but too low to afford any of the units administered by the Administrative Agent shall be sent a letter rejecting the household's application, and/or referring them to housing counseling or the local Affordability Assistance Program.

Households with a verified total household income of less than 80 percent shall be issued a letter certifying eligibility. This certification is valid for 180 days. If the Administrative Agent is unable to place the household in a restricted unit at the conclusion of 180 days, an extension may be granted once the household's eligibility is verified.

Once the applicant is certified and matched to an available unit, the Administrative Agent must secure from the applicant a signed and notarized acknowledgement of their requirements and responsibilities in renting a restricted unit. UHAC's Appendix K shall be forwarded to the applicants.

In addition to non-eligibility based on income, the Administrative Agent may deny a certification because of the household's failure or inability to document household composition, income, assets, sufficient funds for down payment, or any other required facts and information. A household may also be denied certification if the Administrative Agent determines that there was a willful or material misstatement of fact made by the applicant.

M. Dismissal of Applications

Applications can be dismissed for the following reasons:

1. The application is not signed or submitted on time.
2. The applicant commits fraud, or the application is not truthful or complete.
3. The applicant cannot or does not provide documentation to verify their income or other required information when due.
4. The household income does not meet the minimum or maximum income requirements for a particular property.

5. The applicant owns assets that exceed the Asset Limit.
6. The applicant fails to respond to any inquiry in a timely manner.
7. The applicant is non-cooperative or abusive with the staff, property manager or landlord.
8. The applicant changes address or other contact information without informing the Administrative Agent in writing.
9. The applicant does not meet the credit standard or other requirement set forth by managers of rental properties.
10. The applicant fails to verify attendance in a credit counseling program when required to do so by the program rules.
11. The applicant does not respond to periodic update inquiry in a timely fashion.
12. The applicant fails to sign the Compliance Certification, Certificate for Applicant, Lease Document, as may be required.
13. The applicant, once approved, fails to sign the lease in a timely manner.
14. Applicants will also be removed from all lists held by the Administrative Agent once they have been approved for an affordable unit. However, these applicants may re-apply for other opportunities in that municipality once they have occupied their unit.

Applicants who are dismissed must re-apply. A minimum time period of six months applies in most situations where the applicant has been withdrawn for fraud, poor credit, uncooperative behavior or other serious matters. Applicants are not automatically removed from rental lists if they do not respond to a Notice of Availability.

Applications may be held in abeyance for a period not to exceed 60 days if there is an error on the credit report, so that the applicant can correct the error and re-apply. Units will not be held open for that applicant. However, once the credit report is corrected, the applicant will be given a priority for the next opportunity at that property.

N. Appeals

Appeals from all decisions of an Administrative Agent shall be made in writing to the Executive Director of the Council on Affordable Housing (COAH), 101 South Broad Street, P.O. Box 813, Trenton, New Jersey 08615. The Executive Director's written decision, which shall be made within 15 days of receipt of an appeal, shall be a final administrative action of COAH.

FREQUENTLY ASKED QUESTIONS:

Question: *Is it a requirement of UHAC that Administrative Agents meet with applicants in person?*

Answer: Because an applicant interview could prove to be burdensome to many households it is not a pre-requisite to purchase or occupancy, although it is encouraged. Administrative Agents should be prepared to conduct the household certification via mail.

Question: *With households filing taxes through e-filing, we are having trouble getting copies of tax returns. How can we get copies of e-filed tax returns?*

Answer: According to the IRS website, transcripts of previously filed tax returns can be ordered by completing a Form 4506-T or calling (800) 829-1040 and following the prompts in the recorded message. There is no charge for the transcript and you should receive it in 10 business days from the time they receive your request. Tax return transcripts are generally available for the current and past three years.

Question: *How can child support payments that are made in cash be documented?*

Answer: If the applicant is depositing the cash child support payments into a bank account, a series of statements from that account should be used to establish a trend of payments. If not, a notarized statement from the former spouse should be obtained to document the income.

Question: *Is it a requirement that the Administrative Agent always obtain a written statement from the household's employer(s) confirming their income and job status?*

Answer: No. However, when evaluating overtime and other income trends, such as bonuses, working directly with the employer is typically much more efficient and reliable than simply evaluating pay stubs.

Question: *Are there any potential issues with renting to a separated family that has a divorce pending?*

Answer: Yes, until a divorce is finalized, a spouse can make claim on a residence rented by the other spouse. Until a divorce is finalized, it is suggested that Administrative Agents place these types of cases on hold.

Question: *How can income eligibility be established for someone that may have been out of work for two years, but had a job during the most recent tax year?*

Answer: As long as the applicant is currently employed, a series of consecutive pay stubs (at least 3 months) should be used to establish the income of an applicant in this or similar situations.

Question: *Can an applicant for a rental unit be rejected solely because they have Section 8 rental assistance?*

Answer: No. A household receiving Section 8 assistance cannot be rejected based on this status. Discrimination such as this is illegal.

Question: *Can an applicant be required to attend and graduate from a Housing Counseling Program in order to rent a restricted unit?*

Answer: No. A household is only required to attend housing counseling if their monthly housing

expense exceeds UHAC standards. Administrative Agents, however, are required to provide housing counseling or refer applicants to an approved Housing Counseling Program.

Question: Do households with Section 8 vouchers automatically qualify for affordable housing under UHAC?

Answer: Yes, a Section 8 voucher is acceptable for income qualification, provided the applicant meets the criteria of the property manager or landlord. The Administrative Agent must still collect income verification documentation to match the household to an appropriately priced unit.

Question: Can an existing moderate-income tenant be moved to a low-income unit when they can substantiate that there has been a change in their income? If so, can they bypass the random selection process?

Answer: Yes, an existing tenant household may re-apply for a low-income unit within the same project if they can prove a change in their circumstances. If qualified, the tenant would be added to the applicant pool. The tenant should also be referred to the local Affordability Assistance Program, if available.

Question: Does the Administrative Agent need to impute the value of a household's stocks as an asset?

Answer: Only dividends from stock count towards a household's income. IRS Form-1099 from the previous year should be requested from the applicant if it was not part of their initial application.

Question: Is there a maximum cost for the credit check?

Answer: No, but the credit check is included in application fees which may total no more than five percent of the monthly rent.

Question: In order to overcome inadequate or poor credit, can an applicant have a cosigner on a lease?

Answer: No one outside the household, as certified by the Administrative Agent, may cosign or otherwise be party to any financing or legal instruments.

Question: Does UHAC set a minimum income for eligibility for affordable housing?

Answer: No, UHAC does not specify a minimum income for affordable housing units. However, an applicant household must be able to afford the unit and must not pay more than 33 percent for sale units or 35 percent for rental units of its monthly income (or 40 percent for age-restricted units), unless they meet the exemption criteria set forth in N.J.A.C. 5:80-26.7(b) or N.J.A.C. 5:80-26.13(b).

Question: After I certify an applicant, how long is that certification valid?

Answer: Pursuant to N.J.A.C. 5:80-26.16(b), an initial certification is valid for 180 days and may be extended for an additional 180 days once the household's eligibility is verified.

Question: How do I document third-party assistance from a guarantor? For example, a relative is providing funds toward the applicant's monthly payments.

Answer: In the case of a rental unit, the applicant should demonstrate regular deposits from third party assistance, or a notarized letter from the third party documenting future assistance. The Administrative Agent must receive a copy of the policy regarding guarantors from the developer,

affordable housing provider or owner, so as to assure the policy is applied consistently.

Question: If an applicant for affordable housing has a "reverse mortgage", how does an Administrative Agent count income from that mortgage?

Answer: An applicant for affordable housing with a "reverse mortgage" would not be eligible for affordable housing unless that mortgage was satisfied or, at a minimum, a contract for sale of the market unit was in place. "Reverse mortgages" require that the mortgaged property remain the principal place of residence of the person taking the mortgage. Since this is also a requirement of affordable housing only one such residence can be owned or leased at any given time.

Question: For the purpose of income-qualification, what is considered part-time income of full-time students?

Answer: Under UHAC, part-time income of persons enrolled as fulltime students, who are reported as dependents to the IRS, is not included in income calculations for determining eligibility. COAH recommends stipulating in the Operating Manual the following criteria in applying this rule:

- A full-time student is a member of the household who is enrolled in a degree seeking program for 12 or more credit hours per semester; and
- Part-time income is income earned on less than a 35-hour workweek.

Please note that full-time income of full-time students is included in the income calculation.

O. Determining Affordable Rents

To determine the initial rents the Administrative Agent uses the COAH calculators located at <http://www.state.nj.us/dca/coah/administrators/administrators.shtml>.

Pricing by Household Size. Initial rents are based on targeted “model” household sizes for each size home as determined by the number of bedrooms. Initial rents must adhere to the following rules. These maximum rents are based on COAH’s Annual Regional Income Limits Chart at the time of occupancy:

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

Size of Unit	Household Size Used to Determine Max Rent
Studio/Efficiency	1
1 Bedroom	1.5
2 Bedrooms	3
3 Bedrooms	4.5
4 Bedrooms	6

The above rules are only to be used for setting initial rents. They are not guidelines for matching household sizes with unit sizes. The pricing of age-restricted units may not exceed affordability based on a two-person household.

Split Between Low- and Moderate-income Rental Units. *At least 50 percent (of the affordable units within each bedroom distribution (unit size) must be low-income units and at least 10 percent of the affordable units within each bedroom distribution must be affordable to households earning no more than 35 percent of the regional median income. The remainder of the affordable units must be affordable to moderate-income households.*

Affordability Average. The average rent for all affordable units cannot exceed 52 percent of the regional median income. At least one rent for each bedroom type must be offered for both low-income and moderate-income units. Calculation of the affordability average is available on COAH’s website.

Maximum Rent. The maximum rent of restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of the regional median income.

P. Determining Rent Increases

Annual rent increases are permitted in affordable units. Rent increases are permitted at the anniversary of tenancy according to COAH’s Annual Regional Income Limits Chart, available on COAH’s website. These increases must be filed with and approved by the

Administrative Agent. Property managers or landlords who have charged less than the permissible increase may use the maximum allowable rent with the next tenant with permission of the Administrative Agent. The maximum allowable rent would be calculated by starting with the rent schedule approved as part of initial lease-up of the development, and calculating the annual COAH-approved increase from the initial lease-up year to the present. Rents may not be increased more than once a year, may not be increased by more than one COAH-approved increment at a time, and may not be increased at the time of new occupancy if this occurs less than one year from the last rental. No additional fees may be added to the approved rent without the express written approval of the Administrative Agent.

Rehabilitation Program Audit Checklist

	UP-TO-DATE OPERATING MANUAL	Comments
	Income Limits	
	List of Pre-Qualified Contractors	
	Sample Forms and Letters	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
<input type="checkbox"/>	Preliminary Application	
<input type="checkbox"/>	Application Form	
<input type="checkbox"/>	Income Verification	
<input type="checkbox"/>	Letter of Certification of Eligibility or Letter of Determination of Ineligibility.	
	Files to be Maintained on Every Property	
<input type="checkbox"/>	Housing Inspection Report.	
<input type="checkbox"/>	Photographs – Before Certification of Property	
<input type="checkbox"/>	Homeowner’s Insurance	
<input type="checkbox"/>	Property Deed	
<input type="checkbox"/>	Eligibility or Determination of Ineligibility	
<input type="checkbox"/>	Work Write-Up/Cost Estimate.	
<input type="checkbox"/>	Applicant/Contractor Contract Agreement.	
<input type="checkbox"/>	Mortgage/Lien Documents.	
<input type="checkbox"/>	Copies of All Required Permits.	
<input type="checkbox"/>	Contractor Requests for Progress Payments.	
<input type="checkbox"/>	Progress Payment Inspection Reports.	
<input type="checkbox"/>	Progress Payment Vouchers.	
<input type="checkbox"/>	Change Orders (If Needed).	
<input type="checkbox"/>	Final Inspection Report.	
<input type="checkbox"/>	Photographs - After	
<input type="checkbox"/>	Certification of Completion.	
<input type="checkbox"/>	Certification of Release of Contractor’s Bond.	
	Rehabilitation Log	
	MONITORING INFORMATION	
	Complete Monitoring Reporting Forms	
	PROGRAM MARKETING	
<input type="checkbox"/>	Annual Public Hearing Notice on Program	
<input type="checkbox"/>	Program Flyer	
<input type="checkbox"/>	Program Brochure	
<input type="checkbox"/>	Flyer mailed Annually to All Property Owners	
<input type="checkbox"/>	Program information available in municipal building, library and senior center.	
<input type="checkbox"/>	Program information posted on municipal website.	
<input type="checkbox"/>	Program posters placed in retail businesses throughout the municipality.	

Rehabilitation Program Audit Checklist For Rental Units

<input type="checkbox"/>	UP-TO-DATE OPERATING MANUAL	Comments
<input type="checkbox"/>	Income Limits	
<input type="checkbox"/>	Sample Forms and Letters	
	AFFIRMATIVE MARKETING	
<input type="checkbox"/>	Copies of Ads	
<input type="checkbox"/>	Copies of PSA Requests	
<input type="checkbox"/>	Copies of Marketing Requests	
	RANDOM SELECTION	
<input type="checkbox"/>	Log of Applications Received	
<input type="checkbox"/>	Log of Random Selection Results	
<input type="checkbox"/>	Database of Referrals	
	MAINTENANCE OF RECORDS	
	Files To Be Maintained on Every Applicant	
<input type="checkbox"/>	Preliminary Application.	
<input type="checkbox"/>	Application Form.	
<input type="checkbox"/>	Tenant Information Form	
<input type="checkbox"/>	Income Verification	
<input type="checkbox"/>	Letter of Certification of Eligibility or	
<input type="checkbox"/>	Letter of Determination of Ineligibility	
	Files To Be Maintained on Every Rental Unit	
<input type="checkbox"/>	Base rent	
<input type="checkbox"/>	Identification as low- or moderate-income	
<input type="checkbox"/>	Description of number of bedrooms and physical	
<input type="checkbox"/>	layout	
<input type="checkbox"/>	Floor plan	
<input type="checkbox"/>	Application materials, verifications and	
<input type="checkbox"/>	certifications of all present tenants, pertinent	
	correspondence	
	Copy of lease	
	Appendix K	
	Files To Be Maintained on Every Property	
	Deed	

REHABILITATION PROGRAM OPERATING MANUAL CHECKLIST

Minimum Standards

At a minimum the Rehabilitation Program Operating Manual must clearly describe the procedures and policies for the following:

	Eligible Participants
<input type="checkbox"/>	Categories of Participants –Owners/Renters
<input type="checkbox"/>	Income Limits – The carrying costs of the unit should meet COAH criteria.
<input type="checkbox"/>	Certification of Substandard – List Major Systems
	Available Benefits
<input type="checkbox"/>	Program Financing – Owners/Renters
<input type="checkbox"/>	Program Affordability Controls
<input type="checkbox"/>	Program Affordability Controls – Owner-occupied - Lien
<input type="checkbox"/>	Program Affordability Controls – Renter-occupied – Deed and may include a lien
	Eligible Property Improvements
<input type="checkbox"/>	Eligible property improvements - Sample related work
<input type="checkbox"/>	Ineligible property improvements
<input type="checkbox"/>	Rehabilitation Standard
<input type="checkbox"/>	Certification of Standards required
	Overview of Administrative Procedures
<input type="checkbox"/>	Preliminary Application/Interview – Owners/Renters
<input type="checkbox"/>	Income Eligibility and Program Certification – Documents to be submitted Owners/Renters – period of eligibility
<input type="checkbox"/>	Housing Inspection/Substandard Certification
<input type="checkbox"/>	Ineligible Properties – The total debt must be less than the appraised price.
<input type="checkbox"/>	Work Write-up and Cost Estimate
<input type="checkbox"/>	Contractor Bidding Negotiations – Min 3 Bids/Max # Bids
<input type="checkbox"/>	Contractor Signing/Pre-Construction Conference – indicate # days to begin work and complete work
<input type="checkbox"/>	Progress Inspections
<input type="checkbox"/>	Change Orders
<input type="checkbox"/>	Payment Schedule
<input type="checkbox"/>	Appeal Process – Property Improvements
<input type="checkbox"/>	Final Inspection
<input type="checkbox"/>	Recorded Mortgage, Mortgage Note, Restricted Covenant
	Income Eligibility Certification
<input type="checkbox"/>	Verification documentation required
<input type="checkbox"/>	Eligible Income/Ineligible Income
<input type="checkbox"/>	Appeal Process – Income Eligibility

	Contractor Related Procedures
<input type="checkbox"/>	Standards for contractor selection – 3 recent job references, licenses, evidence of financial stability to secure performance bond, workmen’s compensation BI \$100,000/\$300,000 PD \$50,000 minimum
<input type="checkbox"/>	# of proposals required – minimum of 3 - # of days in which to submit bid – bids must fall within max of 10% of cost estimate – award to lowest bidder
<input type="checkbox"/>	Contractor Requirements – work schedule and agreement
<input type="checkbox"/>	List of Pre-qualified Contractors

	Maintenance of Records
<input type="checkbox"/>	List documents to be filed
<input type="checkbox"/>	Rehabilitation Log
<input type="checkbox"/>	Monitoring Information required
	Program Marketing
<input type="checkbox"/>	Notice of Public Hearing
<input type="checkbox"/>	Program Flyer
<input type="checkbox"/>	Program Brochure
	Rental Units
<input type="checkbox"/>	Include overview of local rental process
	Affirmative Marketing
<input type="checkbox"/>	Approved Affirmative Marketing Plan included
<input type="checkbox"/>	How will re-rentals be marketed?
<input type="checkbox"/>	Will there be a regional preference?
<input type="checkbox"/>	Who will implement marketing re-rentals?
<input type="checkbox"/>	Prepare sample marketing materials, including a sample display ad and PSA
	Random Selection & Applicant Pool
<input type="checkbox"/>	What level of verification will be completed before the lottery process – pre-application or full applications?
<input type="checkbox"/>	Will the pool of applicants be randomized each time a unit is available?
<input type="checkbox"/>	Will there be categories of applicant pools?
	Matching Households to Available Units
<input type="checkbox"/>	How will households be matched to available units? Will there be categories of applicant pools?
	Household Certification
<input type="checkbox"/>	Standards for reviewing applicant household eligibility and certifying applicant households
<input type="checkbox"/>	Verification documentation required
<input type="checkbox"/>	Eligible Income/Ineligible Income
<input type="checkbox"/>	Maximum Monthly Payment
<input type="checkbox"/>	Housing Counseling
<input type="checkbox"/>	Basis for Dismissing Applications
<input type="checkbox"/>	Appeals – Income Eligibility

<input type="checkbox"/>	Determining Affordable Rents
<input type="checkbox"/>	Determining Initial Rents
<input type="checkbox"/>	Determining Rent Increases
<input type="checkbox"/>	Application Fees
<input type="checkbox"/>	Violations, Defaults and Remedies
<input type="checkbox"/>	Maintenance of Records for Rental Program
<input type="checkbox"/>	List documents to be filed
<input type="checkbox"/>	Monitoring information required
<input type="checkbox"/>	Appendices
<input type="checkbox"/>	Mortgage
<input type="checkbox"/>	Deed (Rental Units)

Appendix

A

2018 Annual Illustrative Rents



Illustrative Rents and Sales Prices for Housing Region 5

Table 1. Sample 2018 Income Limits for Region 5

Household Income Levels	1 Person Household	2 Person Household	3 Person Household	4 Person Household	5 Person Household
Moderate	\$48,944	\$55,936	\$62,928	\$69,920	\$75,514
Low	\$30,590	\$34,960	\$39,330	\$43,700	\$47,196
Very Low	\$18,354	\$20,976	\$23,598	\$26,220	\$28,318

Source: AHPNJ 2018 Affordable Housing Regional Income Limits by Household Size; April 2018

Table 2. Illustrative 2018 Rent Prices for Region 5

Household Income Levels (% of Median Income)	1 Bedroom Unit Rent	2 Bedroom Unit Rent	3 Bedroom Unit Rent
Moderate (60% of Median)	\$983	\$1,180	\$1,363
Low (50% of Median)	\$819	\$983	\$1,136
Very Low (30% of Median)	\$492	\$590	\$682

Source: Calculations based on AHPNJ 2018 Affordable Housing Regional Income Limits by Household Size; April 2018

Table 3. Illustrative 2018 Affordable Sales Prices for Region 5

Household Income Levels (% of Median Income)	1 Bedroom Unit Price	2 Bedroom Unit Price	3 Bedroom Unit Price
Moderate (70% of Median)	\$147,782	\$177,338	\$204,924
Low (50% of Median)	\$105,558	\$126,670	\$146,374
Very Low (30% of Median)	\$63,335	\$76,002	\$87,825

Source: Calculations based on AHPNJ 2018 Affordable Housing Regional Income Limits by Household Size; April 2018

Appendix

B

Annual Regional Income Limits Chart



2018 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

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

	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Increase Rents** Sales***	Regional Asset Limit****
Region 1												
Median	\$63,597	\$68,140	\$72,682	\$81,767	\$90,853	\$94,487	\$98,121	\$105,389	\$112,657	\$119,926		
Bergen, Hudson, Moderate	\$50,878	\$54,512	\$58,146	\$65,414	\$72,682	\$75,589	\$78,497	\$84,311	\$90,126	\$95,940	2.2%	\$175,679
Passaic and Low	\$31,798	\$34,070	\$36,341	\$40,884	\$45,426	\$47,243	\$49,060	\$52,695	\$56,329	\$59,963		
Sussex Very Low	\$19,079	\$20,442	\$21,805	\$24,530	\$27,256	\$28,346	\$29,436	\$31,617	\$33,797	\$35,978		
Region 2												
Median	\$66,755	\$71,523	\$76,291	\$85,828	\$95,364	\$99,179	\$102,993	\$110,622	\$118,252	\$125,881		
Essex, Morris, Moderate	\$53,404	\$57,218	\$61,033	\$68,662	\$76,291	\$79,343	\$82,395	\$88,498	\$94,601	\$100,705	2.2%	\$182,955
Union and Warren Low	\$33,377	\$35,762	\$38,146	\$42,914	\$47,682	\$49,589	\$51,497	\$55,311	\$59,126	\$62,940		
Very Low	\$20,026	\$21,457	\$22,887	\$25,748	\$28,609	\$29,754	\$30,898	\$33,187	\$35,475	\$37,764		
Region 3												
Median	\$75,530	\$80,925	\$86,320	\$97,110	\$107,900	\$112,216	\$116,532	\$125,164	\$133,796	\$142,428		
Hunterdon, Moderate	\$60,424	\$64,740	\$69,056	\$77,688	\$86,320	\$89,773	\$93,226	\$100,131	\$107,037	\$113,942	2.2%	\$205,458
Middlesex and Low	\$37,765	\$40,463	\$43,160	\$48,555	\$53,950	\$56,108	\$58,266	\$62,582	\$66,898	\$71,214		
Somerset Very Low	\$22,659	\$24,278	\$25,896	\$29,133	\$32,370	\$33,665	\$34,960	\$37,549	\$40,139	\$42,728		
Region 4												
Median	\$69,447	\$74,407	\$79,368	\$89,289	\$99,209	\$103,178	\$107,146	\$115,083	\$123,020	\$130,956		
Mercer, Moderate	\$55,557	\$59,526	\$63,494	\$71,431	\$79,368	\$82,542	\$85,717	\$92,066	\$98,416	\$104,765	2.2%	\$186,616
Monmouth and Low	\$34,723	\$37,204	\$39,684	\$44,644	\$49,605	\$51,589	\$53,573	\$57,541	\$61,510	\$65,478		
Ocean Very Low	\$20,834	\$22,322	\$23,810	\$26,787	\$30,763	\$30,953	\$32,144	\$34,525	\$36,906	\$39,287		
Region 5												
Median	\$61,180	\$65,550	\$69,920	\$78,660	\$87,400	\$90,896	\$94,392	\$101,384	\$108,376	\$115,368		
Burlington, Moderate	\$48,944	\$52,440	\$55,936	\$62,928	\$69,920	\$72,717	\$75,514	\$81,107	\$86,701	\$92,294	2.2%	\$161,977
Camden and Low	\$30,590	\$32,775	\$34,960	\$39,330	\$43,700	\$45,448	\$47,196	\$50,692	\$54,188	\$57,684		
Gloucester Very Low	\$18,354	\$19,665	\$20,976	\$23,598	\$26,220	\$27,269	\$28,318	\$30,415	\$32,513	\$34,610		
Region 6												
Median	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,655	\$90,494	\$96,332		
Atlantic, Cape Moderate	\$40,868	\$43,787	\$46,706	\$52,545	\$58,383	\$60,718	\$63,054	\$67,724	\$72,395	\$77,066	2.2%	\$136,680
May, Cumberland, Low	\$25,543	\$27,367	\$29,192	\$32,840	\$36,489	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166	0.00%	
and Salem Very Low	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900		

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

* These columns are for calculating the pricing for one, two and three bedroom sale and rental units as per N.J.A.C. 5:80-26.4(a).

**This column is used for calculating the pricing for rent increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The increase for 2015 was 2.3%, the increase for 2016 was 1.1%, the increase for 2017 was 1.7%, and the increase for 2018 is 2.2% (Consumer price index for All Urban Consumers (CPI-U): Regions by expenditure category and commodity and service group). Landlords who did not increase rents in 2015, 2016, or 2017 may increase rent by up to the applicable combined percentage from their last rental increase for that unit. In no case can rent for any particular apartment be increased more than one time per year.

*** This column is used for calculating the pricing for resale increases for units (as previously calculated under N.J.A.C. 5:97-9.3). The price of owner-occupied low and moderate income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.

Low income tax credit developments may increase based on the low income tax credit regulations.

**** The Regional Asset Limit is used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3.

Note: Since the Regional Income Limits for Region 6 in 2017 were higher than the 2018 calculations, the 2017 income limits will remain in force for 2018 (as previously required by N.J.A.C. 5:97-9.2(c)).

Appendix

C

**Affirmative Marketing Plan:
See Chapter 97 of the Code of
the Township of Moorestown**



Appendix

D

List of HUD-Certified Housing Counseling Agencies



This page is located on the U.S. Department of Housing and Urban Development's Homes and Communities Web site at <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?WEBLISTACTION=search&SEARCHSTATE=NJ>.



HUD Approved Housing Counseling Agencies

Agencies located in NEW JERSEY

Agency Name	Phone Toll-Free	Fax Number	Email	Website	Address	Counseling Services	Languages
CCCS OF SOUTH JERSEY, DIVISION OF MMI	P: 800-873-2227 T:	F: 609-344-5267	E: brain.coyle@moneymanagement.org	W:	312 E. White Horse Pike, Ste. 102 Absecon, New Jersey 08201	<ul style="list-style-type: none"> - Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance 	<ul style="list-style-type: none"> - English Only
CHECK- MATE, INC.	P: 732-774-3100 T:	F: 732-774-3220	E: ernier@check-mateinc.org	W: www.check-mateinc.org	910 Fourth Avenue P.O. Box 1288 Asbury Park, New Jersey 07712	<ul style="list-style-type: none"> - Loss Mitigation - Mortgage Delinquency and Default Resolution Counseling - Renters Assistance - Services for Homeless 	<ul style="list-style-type: none"> - Spanish
THE ALLIANCE FOR AFFORDABLE HOMEOWNERSHIP, EDUC & DEV - DBA ALL AHEAD	P: 732-774-1717 T:	F: 732-223-5513	E:	W: www.allahead.org	C/o Good Hope Baptist Church 1306 Washington Avenue Asbury Park, New Jersey 07712	<ul style="list-style-type: none"> - Fair Housing Assistance - Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling 	<ul style="list-style-type: none"> - Creole - French
ATLANTIC HUMAN RESOURCES,	P: 609-348-4131-214 T:				1 S New York Ave - Suite 303 Atlantic City, New Jersey	<ul style="list-style-type: none"> - Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation 	<ul style="list-style-type: none"> - Spanish

INCORPORATED

F: 609-345-5750
E: mrjegr@atthmrcs.com
W:

08401-8012

Counseling
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance

CCCS OF SOUTH JERSEY,
DIVISION OF MMI

P: 800-873-2227
T:
F: 609-569-1752
E: brain.coyle@moneymanagement.org
W:

The Berkeley Ctr., 160 Route
9
Bayville, New Jersey 08721

- Home Equity Conversion Mortgage Counseling - English Only
- Homebuyer Education Programs
- Marketing and Outreach Initiatives
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance

JERSEY COUNSELING AND
HOUSING DEVELOPMENT,
IN

P: 856-227-3683
T:
F: 856-228-0662
E: Jerseycou@aol.com
W:

29 S Black Horse Pike
Blackwood, New Jersey
08012-2952

- Home Equity Conversion Mortgage Counseling - Spanish
- Loss Mitigation
- Mortgage Delinquency and Default Resolution Counseling
- Prepurchase Counseling
- Renters Assistance

TRI-COUNTY COMMUNITY
ACTION AGENCY

P: 856-451-6330-259
T:
F: 856-453-9481
E: clebron@tricitycaa.org
W: tricitycaa.org

110 Cohansey St.
Bridgeton, New Jersey 08302

- Home Equity Conversion Mortgage Counseling - English
- Mortgage Delinquency and Default Resolution Counseling
- Prepurchase Counseling
- Renters Assistance

JERSEY COUNSELING AND
HOUSING DEVELOPMENT,
IN

P: 856-541-1000
T:
F: 856-541-8836
E: JerseyCou@aol.com
W:

1840 S Broadway
Camden, New Jersey 08104-
1334

- Fair Housing Assistance
- Home Equity Conversion Mortgage Counseling - Spanish
- Homebuyer Education Programs
- Loss Mitigation
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance

NEIGHBORHOOD HOUSING
SERVICES OF CAMDEN,
INC

P: 856-541-0720
T:
F: 856-541-8440
E: nhscamden@comcast.net
W: www.nhscamden.com

601-603 Clinton St
Camden, New Jersey 08103-
1415

- Fair Housing Assistance
- Home Improvement and Rehabilitation Counseling - English
- Homebuyer Education Programs - French
- Loss Mitigation - Others
- Marketing and Outreach Initiatives - Portuguese
- Mobility and Relocation Counseling - Spanish
- Money Debt Management - Vietnamese
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Predatory Lending
- Prepurchase Counseling

NEW JERSEY CITIZEN
ACTION

P: 800-656-9637
T: 800-656-9637

One Port Center
Two Riverside Drive, Suite 632

- Home Equity Conversion Mortgage Counseling - Spanish
- Home Improvement and Rehabilitation

F: 973-643-8100
E: application@njcizenaction.org
W: www.njcizenaction.org

Camden, New Jersey 08103

Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Marketing and Outreach Initiatives
- Mortgage Delinquency and Default Resolution Counseling
- Predatory Lending
- Prepurchase Counseling

**PARKSIDE BUSINESS AND
COMMUNITY IN
PARTNERSHIP, INC.**

P: 856-964-0440
T: 856-964-3664
F: mlawrence@pbcip.org
W: www.pbcip.org

1487 Kenwood Avenue
Camden, New Jersey 08103

- Homebuyer Education Programs
- Money Debt Management
- Postpurchase Counseling
- Prepurchase Counseling
- English Only

**CCCS OF THE DELAWARE
VALLEY**

P: 215-563-5665-2
T: 800-989-2227
F: 215-563-7020
E: customerservice@cccsdv.org
W: www.cccsdv.org

One Cherry Hill Suite 215
Cherry Hill, New Jersey
08002-

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Marketing and Outreach Initiatives
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance
- Services for Homeless
- Cantonese
- Spanish

**THE BUILDING
AFFORDABLE COMM
(BACH)**

P: 856-966-0300
T: 856-338-9118
F: annmcintyre@bach-nj.org
W:

400 SOUTH BROADWAY at
BENSON
Camden, New Jersey 08103

- Homebuyer Education Programs
- Marketing and Outreach Initiatives
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance
- English Only

**CCCS OF SOUTH JERSEY,
DIVISION OF MMI**

P: 800-873-2227
T:
F: 609-652-2226
E: brain.coyle@moneymanagement.org
W:

3073 English Creek Ave., Ste.
3
Egg Harbor Township, New
Jersey 08234

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Marketing and Outreach Initiatives
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance
- English Only

**GARDEN STATE
CONSUMER CREDIT
COUNSELING,
INC./NOVADEBT**

P: 866-472-4557
T: 866-472-4557
F: 732-409-6284
E: education@novadebt.org
W: www.novadebt.org

225 Willowbrook Road
Freehold, New Jersey 07728-

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Marketing and Outreach Initiatives
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Spanish

<p>MONMOUTH COUNTY BOARD OF CHOSEN FREEHOLDERS/MONMOUTH COUNTY DIVISION OF SOCIAL SERVICES</p>	<p>P: 732-431-6231 T: F: 732-431-6266 E: jsalton@oel.state.nj.us W:</p>	<p>P.O. Box 3000 Freehold, New Jersey 07728-</p>	<ul style="list-style-type: none"> - Home Equity Conversion Mortgage Counseling - Loss Mitigation - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance 	<ul style="list-style-type: none"> - English Only
<p>CCCS OF CENTRAL NEWJERSEY, A DIVISION OF FAMILY GUIDANCE CENTER</p>	<p>P: 609-586-2574 T: 888-379-0604 F: 609-586-4759 E: cccs@erols.com W: www.cccscentralnj.com</p>	<p>1931 Nottingham Way Hamilton, New Jersey 08619</p>	<ul style="list-style-type: none"> - Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling - Renters Assistance - Services for Homeless 	<ul style="list-style-type: none"> - Spanish
<p>THE ALLIANCE FOR AFFORDABLE HOMEOWNERSHIP, EDUC & DEV. DBA ALL AHEAD</p>	<p>P: 866-587-4511 T: F: 732-223-5513 E: W: www.allahead.org</p>	<p>2517 Hightway 35, Bldg. B, Ste. 303 Manasquan, New Jersey 08736</p>	<ul style="list-style-type: none"> - Fair Housing Assistance - Home Equity Conversion Mortgage Counseling - Homebuyer Education Programs - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Prepurchase Counseling 	<ul style="list-style-type: none"> - Creole - French
<p>CONSUMER CREDIT AND BUDGET COUNSELING</p>	<p>P: 888-738-8233-202 T: 888-738-8233 F: 888-738-8234 E: DEBTonator@cc-bc.com W: www.cc-bc.com</p>	<p>299 S. Shore Road, Route 9 South Marmora, New Jersey 08223-0866</p>	<ul style="list-style-type: none"> - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Prepurchase Counseling - Renters Assistance 	<ul style="list-style-type: none"> - Spanish
<p>AFFORDABLE HOMES OF MILLVILLE ECUMENICAL</p>	<p>P: 856-293-0100 T: F: 856-293-0101 E: ahomeinc@juno.com W:</p>	<p>400 East Main St. P.O. Box 241 Millville, New Jersey 08332-</p>	<ul style="list-style-type: none"> - Fair Housing Assistance - Homebuyer Education Programs - Loss Mitigation - Marketing and Outreach Initiatives - Money Debt Management - Mortgage Delinquency and Default Resolution Counseling - Postpurchase Counseling - Predatory Lending - Prepurchase Counseling - Renters Assistance 	<ul style="list-style-type: none"> - Spanish
<p>SENIOR CITIZENS UNITED COMMUNITY SERVICES OF CAMDEN COUNTY, INC.</p>	<p>P: 856-456-1121 T: F: 856-456-1076 E: rmonou@scucs.org W: community.nj.com/cc/scucs</p>	<p>146 Black Horse Pike Mount Ephraim, New Jersey 08059-2007</p>	<ul style="list-style-type: none"> - Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation Counseling - Marketing and Outreach Initiatives - Mobility and Relocation Counseling 	<ul style="list-style-type: none"> - Russian - Spanish
<p>NEW JERSEY CITIZEN ACTION</p>	<p>P: 800-656-9637 T: 800-656-9637</p>	<p>128 Market St. Passaic, New Jersey 07055-</p>	<ul style="list-style-type: none"> - Home Equity Conversion Mortgage Counseling - Home Improvement and Rehabilitation 	<ul style="list-style-type: none"> - Spanish

F: 973-643-8100
E: application@njcizenaction.org
W: www.njcizenaction.org

Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Marketing and Outreach Initiatives
- Mortgage Delinquency and Default Resolution Counseling
- Predatory Lending
- Prepurchase Counseling

CCCS OF NEW JERSEY

P: 888-726-3260
T: 888-726-3260

100 West Main St.
Somerville, New Jersey 08876

F:
E:
W: www.cccsnj.org

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Marketing and Outreach Initiatives
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance

- English Only

CCCS OF SOUTH JERSEY,
DIVISION OF MMI

P: 800-873-2227
T:
F:
E: brain.coyle@moneymanagement.org
W:

106 Apple St., Suite 105
Tinton Falls, New Jersey
07724

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Marketing and Outreach Initiatives
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance

- English Only

NEW JERSEY CITIZEN
ACTION

P: 800-656-9637
T: 800-656-9637
F: 973-643-8100
E: application@njcizenaction.org
W: www.njcizenaction.org

83 Irons Street
PO Box 5386
Toms River, New Jersey 08754

- Home Equity Conversion Mortgage Counseling
- Home Improvement and Rehabilitation Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Marketing and Outreach Initiatives
- Mortgage Delinquency and Default Resolution Counseling
- Predatory Lending
- Prepurchase Counseling

- Spanish

OCEAN COMMUNITY
ECONOMIC ACTION NOW,
INC. (O.C.E.A.N.)

P: 732-244-2351
T:
F: 732-557-4120
E: pford@oceaninc.org
W: www.oceaninc.org

40 Washington Street
Toms River, New Jersey 08753

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Mortgage Delinquency and Default Resolution Counseling
- Prepurchase Counseling
- Renters Assistance

- English Only

AMERICAN CREDIT
ALLIANCE, INC.

P: 609-393-5400
T: 800-332-8648
F: 215-428-6746
E: housing@501plan.org
W: www.acahomecounseling.com

26 South Warren Street
Trenton, New Jersey 08608-2108

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling

- English
- French
- Russian
- Spanish

**CATHOLIC CHARITIES,
TRENTON, NJ**

P: 856-764-6945-26
T:
F: 856-764-6948
E: eclark@cctrenton.org
W: www.catholiccharitiesrenton.org

383 West State Street
Trenton, New Jersey 08618

- Fair Housing Assistance
- Homebuyer Education Programs
- Loss Mitigation
- Marketing and Outreach Initiatives
- Mobility and Relocation Counseling
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Predatory Lending
- Renters Assistance
- Services for Homeless

- English Only

ISLES, INCORPORATED

P: 609-341-4733
T:
F: 609-278-6463
E: prose@isles.org
W: www.isles.org

619 Greenwood Avenue
Trenton, New Jersey 08609

- Homebuyer Education Programs
- Marketing and Outreach Initiatives
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Predatory Lending
- Prepurchase Counseling
- Renters Assistance
- Services for Homeless

- English Only

**MERCER COUNTY
HISPANIC ASSOCIATION**

P: 609-392-2446
T:
F: 609-695-7618
E: jcarlos@att.net
W:

200 East State Street, Second
Floor
P.O.Box 1331
Fleet Bank Building
Trenton, New Jersey 08607

- Fair Housing Assistance
- Homebuyer Education Programs
- Marketing and Outreach Initiatives
- Mobility and Relocation Counseling
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Predatory Lending
- Prepurchase Counseling
- Renters Assistance
- Services for Homeless

- Spanish

**NEW JERSEY CITIZEN
ACTION**

P: 800-656-9637
T: 800-656-9637
F: 973-643-8100
E: application@njcitizenaction.org
W: www.njcitizenaction.org

118 W. State Street
Trenton, New Jersey 08608

- Home Equity Conversion Mortgage Counseling
- Home Improvement and Rehabilitation Counseling
- Homebuyer Education Programs
- Loss Mitigation
- Marketing and Outreach Initiatives
- Mortgage Delinquency and Default Resolution Counseling
- Predatory Lending
- Prepurchase Counseling

- Spanish

**CCCS OF SOUTH JERSEY,
DIVISION OF MMI**

P: 800-873-2227
T:
F: 856-935-3675
E: brain.coyle@moneymanagement.org
W:

Plaza Office Center, #6, 5581
Route 42
Turnersville, New Jersey
08012

- Home Equity Conversion Mortgage Counseling
- Homebuyer Education Programs
- Marketing and Outreach Initiatives
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Prepurchase Counseling
- Renters Assistance

- English Only

BURLINGTON COUNTY
COMMUNITY ACTION
PROGRAM

P: 609-835-4329-4011
T:
F: 609-835-9647
E: mmayhand@yahoo.com
W: www.bccap.com

One Van Sciver Parkway
Willingboro, New Jersey 08046

- Fair Housing Assistance
- Homebuyer Education Programs
- Loss Mitigation
- Mobility and Relocation Counseling
- Money Debt Management
- Mortgage Delinquency and Default Resolution Counseling
- Postpurchase Counseling
- Predatory Lending
- Prepurchase Counseling
- Renters Assistance
- Services for Homeless

- English Only

Appendix

E

Program Forms



**APPLICATION FOR REHABILITATION ASSISTANCE
TOWNSHIP OF MOORESTOWN
RENTAL REHABILITATION PROGRAM**

Applicant's Name _____
Last First Middle

Spouse's Name _____
Last First Middle

Address _____
Zip Code

Phone No. _____ **Marital Status**
Married () Widow or Widower () Divorced ()
Separated () Single ()

RENTAL PROPERTY ADDRESS: _____

Number of units: _____ Number of bedrooms per unit: _____

Year Property Was Built: _____ Number of units occupied: _____

Current Rents Per Unit: _____

Number of Units Receiving Rent Subsidy: _____

Year Purchased: _____ Purchase Price: _____

Amount of Initial Mortgage: _____ Mortgage Balance: _____

List all liens on property and amount: _____

Please list the names of each tenant and the unit that they reside in:

TENANT	UNIT
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DEBT SERVICE: Please list the amount that is paid for each service per year:

Real Estate Taxes	_____
Liability and Fire Insurance	_____
Water/Sewer	_____
Trash	_____
Electric	_____
Heat	_____
Hot Water	_____
License & Permits	_____
Accounting	_____
Legal Fees	_____
Property Management	_____
Other: specify	_____

PERSONAL

Bank Accounts:	Name of Institution	Balance
Checking:	_____	_____
Savings:	_____	_____
Other:	_____	_____
Other:	_____	_____

REPAIRS

Please list the type of repairs that you feel this property is in need of:

Include the following documentation with your application. Failure to complete any item or return requested information may cause rejection of your application.

Copy of Deed, Mortgage, Fire and Liability Insurance. Copy of Real Estate Tax Bill, Water and Sewer. Proof of owner's share; bank statement, credit line, etc. Proof of current mortgage and amount. Current copies of all utilities paid by landlord.

I understand that the unit(s) must be continuously occupied by a low-or-moderate income household for 10 years. Rent controls will be placed on each unit participating according to the Council on Affordable Housing Guidelines. I agree to submit annual reports to the Township regarding changes in tenancy.

I agree to provide 50% of the total eligible construction costs and will deposit these funds with the Township at the time of the loan closing. Projects which cannot be brought up to the NEW JERSEY STATE HOUSING CODE, N.J.A.C. 5:28 within the program's funding limits and projects which do not require the repair or replacement of a major system will not be approved.

I certify that the information contained herein is true and accurate to the best of my knowledge. I make this statement willingly and with full knowledge of the penalties under federal and state laws should false information be given.

Signature of Owner

Date

Signature of Owner

Date

**TOWNSHIP OF MOORESTOWN RENTAL
REHABILITATION PROGRAM TENANT
INFORMATION/APPLICATION**

Applicant Income Verification Checklist

The Council on Affordable Housing requires all tenants of property owners applying for a loan under Township of Moorestown's Rental Rehabilitation Program to furnish the following information. All information will be kept strictly confidential and will be used solely for the purpose of qualifying you for the program.

1. The social security number of all tenants.
 2. Verification of all household income, which includes, where applicable:
 - Four current consecutive pay stubs [including both the check and the stub], including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure or if self-employed, a current Certified Profit & Loss Statement and Balance Sheet.
 - Copies of Federal and State income tax returns for each of the preceding three tax years - A Form 1040 Tax Summary for the past three tax years can be requested from the local Internal Revenue Service Center or by calling 1-800-829-1040.
 - A letter or appropriate reporting form verifying monthly benefits such as
 - Social Security or SSI – Current award letter or computer print out letter
 - Unemployment – verification of Unemployment Benefits
 - Welfare -TANF¹ current award letter
 - Disability - Worker's compensation letter or
 - Pension income (monthly or annually) – a pension letter
 - A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support – copy of court order or recent original letters from the court or education scholarship/stipends – current award letter.
 - Current reports of savings and checking accounts (bank statements and passbooks) and income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds (In brokerage accounts – most recent statements and/or in certificate form – photocopy of certificates).
 - Evidence or reports of income from directly held assets, such as real estate or businesses.
 - Interest in a corporation or partnership – Federal tax returns for each of the preceding three tax years.
 - Current reports of assets – Market Value Appraisal or Realtor Comparative Market Analysis and Bank/Mortgage Co. Statement indicating Current Mortgage Balance. For rental property attach copies of all leases.
 3. A copy of your lease and utility bills.
-

**TOWNSHIP OF
MOORESTOWN RENTAL
REHABILITATION PROGRAM**

NAME OF HEAD OF HOUSEHOLD _____ AGE: _____

ADDRESS: _____

PHONE: _____

SPOUSE: _____ AGE: _____

OTHER HOUSEHOLD MEMBERS AND AGE: _____

RENT:

Monthly Rent Amount: _____

Do You Have A Lease? _____ Term of the Lease: _____

INCOME:

List your household income below and attach copies of Federal Income Tax forms, Four consecutive pay stubs, Social Security award papers, Pension award papers, Unemployment award papers, etc.

IMPORTANT: ALL HOUSEHOLD INCOME MUST BE REPORTED

<u>Name</u>	<u>Amount Per Month</u>	<u>Source</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Your landlord is making an application to the Moorestown Township Rental Rehabilitation Program in order to rehabilitate the property that you reside in. Improvements will be made that may include major construction. This program will not cause you to be permanently displaced. Your cooperation in providing necessary income information is essential for eligibility to participate in the program. Your cooperation will also be needed when construction begins in providing access to the unit.

I have read the above notice and agree to provide the necessary information for participation in the Rental Rehabilitation Program. I understand that any false information given will be reason for denial of this application.

Tenant

Date

Tenant

FORM OF CERTIFICATE FOR APPLICANTS CERTIFIED TO RENTAL UNIT, REQUIRED BY SECTION 5:80-26.18(c)(2)

CERTIFICATE FOR APPLICANT

CERTIFIED TO A RENTAL UNIT SUBJECT TO AFFORDABLE HOUSING RESTRICTIONS

My name is _____ and I am making this certificate in connection with my certification to rent the Affordable Housing unit located at _____.

I am aware, as the renter of an Affordable unit, that from this date until _____, 20__ as long as I am renting the unit described above, my renting the apartment is subject to the requirements that are listed below:

1. I am required to pay all rent set forth in my lease on time and in the manner provided for in my lease.
2. I know that I am required to live in my apartment, and that I cannot sublease it or rent it out to any other person, not even to members of my family.
3. I know that the maximum rent I am supposed to pay to my landlord is limited by law, that it is announced each year by _____, and that I can call _____ at any time if I have any questions about what rent I am supposed to be paying.
4. I know that I am not allowed to make any improvements to my apartment unless they have been approved in writing by _____.

BE IT REMEMBERED, that on this the _____ day of _____, 20__ the
signer of this Certificate _____
appeared personally before me and who, being duly sworn by me, deposed and
made proof to my satisfaction (i) that he/she is the renter of the Affordable unit
that is identified as said renter in the foregoing Certificate, and (ii) and that
he/she has executed said Certificate with respect to the lease of the property
described in the Certificate and for the purposes described and set forth therein.

Applicant Signature

Date

Sworn to and subscribed before me, _____ on
the date set forth above.

NOTARY PUBLIC

**Township of
Moorestown Case
File Checklist**

Name: _____ Phone: _____ Case No. _____
Address: _____ Block: _____ Lot: _____
Income: _____ Household size: _____ Low: _____ Mod: _____ Median: _____

_____ Application Rec'd
_____ Verification Rec'd (Property Owner)
_____ * Deed
_____ * Insurance
_____ * Proof of Income
_____ * Tax Status
_____ * Title search - Other liens, etc.: _____
_____ Letter of Approval/ Ineligibility Appeal? Y N Outcome: _____
_____ Inspection Scheduled for: _____
_____ Work Write-up sent to homeowner _____ Homeowner Approval Y N
_____ * Cost Estimate Amount: \$ _____
_____ Photos taken
_____ Bid Announcement
_____ Bid Spreadsheet
_____ Owner Bid Approval Contractor: _____ Amount: \$ _____
_____ Award letter to contractor _____ Homeowner _____ file
_____ Change orders \$ _____
_____ Signings: _____ Mortgage _____ Note _____ Borrowers Agree
_____ Construct. Agree
_____ Mortgage filed: Book: _____ Page: _____ Amt.: _____
_____ Order to Proceed
_____ Contractor Start Date _____ Finish Date
_____ Lead Paint Certification _____ Owner/Inspector _____
_____ Contractor: _____
_____ Sign offs:
_____ * Owner
_____ * Contractor
_____ * Code Official
_____ * Rehab Specialist
_____ After photos
_____ Payment Voucher signed by contractor Amount: \$ _____
_____ Warrantees _____ Copy to Homeowner
_____ Invoice and Release of Payment
_____ Thank you letters _____ Homeowner _____ Contractor
_____ Historic review
_____ Revision of Mortgage necessary?
_____ Assignment: _____
_____ Other Notes: _____

**TOWNSHIP OF
MOORESTOWN HOME
IMPROVEMENT
PROGRAM
INCOME COVER SHEET**

Name of Head of Household: _____ Case No. _____

Property Address:

Names of all Income Earners in Household: _____

TYPE OF INCOME – annually

	Head of Household	Additional Wage earner	Additional Wage earner
__ Salary	_____	_____	_____
__ Social Security	_____	_____	_____
__ Pension	_____	_____	_____
__ Welfare	_____	_____	_____
__ Disability	_____	_____	_____
__ Workman's Comp	_____	_____	_____
__ Alimony	_____	_____	_____
__ Child Support	_____	_____	_____
__ Interest Income	_____	_____	_____
__ Other	_____	_____	_____
__ Other Income	_____	_____	_____
__ Rental Income	_____	_____	_____

TOTAL ANNUAL INCOME \$ _____

Total Number of persons who occupy unit

Income Guideline for Low: _____
Income Guideline for Moderate: _____

Homeowner **Date** **Co-Owner** **Date**

The household has been determined to be eligible for participation in the Moorestown Housing Rehabilitation Program and qualified as a LOW MOD household. (Circle One.)

Program Administrator **Date**

**TOWNSHIP OF
MOORESTOWN RENTAL
REHABILITATION
PROGRAM**

**RENTAL PROPERTY
ELIGIBILITY WORK SHEET**

Name of Applicant: _____

Address of Property: _____

PROFORMA		
Debt	Income	Property
Mortgage:	Rents:	
Maintenance:	Unit 1	Before Value:
Taxes and Utilities	Unit 2	Est. After Value:
Other	Unit 3	
	Unit 4	
Total	Total	Equity:

TENANTS	
Income:	Qualify, yes/no
Unit 1:	
Unit 2:	
Unit 3:	
Unit 4:	

The Property does/does not qualify

The following units qualify according to tenant income: _____

The following units do not qualify according to tenant income: _____

Program Administrator

Date

RENTAL APPROVAL LETTER

Re: Township of Moorestown Rental Rehabilitation Loan Application

Case No. _____

Dear _____:

I am pleased to announce that your application for a Township of Moorestown Rental Rehabilitation Loan has been approved. The no interest deferred payment loan will be due when title to the property from the borrower to another party or interest takes place.

The rental units are to be continuously occupied by a low-or-moderate income household for a period of ten years. The base rent for each unit is listed below, along with the percentage the rent can be increased each year. **You will be required to provide 50% of the total eligible construction costs that will be placed in escrow until the work is completed and inspected.**

Based upon the tenant information that you provided the following units will be eligible for repair:

<u>Unit No.</u>	<u>Tenant Name</u>	<u>Base Rent</u>
-----------------	--------------------	------------------

PROCEDURE:

- Enclosed for your review and signature please find a Borrower’s Agreement, which outlines the program requirements. Please sign where indicated and return. The municipality will then sign the Agreement and a fully signed copy will be returned to you for your file.
- You will be contacted in the near future to make arrangements for an inspection of your property. The program inspector will determine the scope of work to be done. He will prepare a work write-up and cost estimate.

- You will receive a copy of the work write-up and any questions that you might have will be answered for you concerning the proposed work.
- The work will be bid to qualified contractors that are listed with the municipality. The most reasonable low bidder will be recommended. If you prefer another contractor that has placed a higher bid you have the option to pay the difference in bids and contract with the higher bidder.
- Once a contractor has been chosen arrangements will be made to sign the necessary contracts. This will include: Mortgage, Note, Affordability Control Agreement, Construction Agreement, and Proceed Order.
- The contractor will be given 90 days to complete all the work. He will be paid in progress payments after the work has been satisfactorily inspected by the local code official(s) and the Rehabilitation Specialist.

I look forward to proceeding with you on this project. I will contact you in the near future to arrange for an inspection. Should you have any questions in the meantime please contact me at (____)_____.

Sincerely,

Program Administrator

***TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION
PROGRAM***

CERTIFICATION OF SUBSTANDARD

This certifies that the property located at _____ has health and code violations and that at least one of the following systems need to be replaced or repaired:

- Roof
- Plumbing (including wells)
- Heating
- Electrical
- Sanitary plumbing (including septic systems)
- Load bearing structural systems
- Lead paint abatement
- Weatherization (building insulation for attic, exterior walls and crawl space, siding to improve energy efficiency, replacement storm windows and storm doors and replacement windows and doors)

Construction Official/Rehabilitation Specialist

WHEREAS THE property ("Property") which is the subject of the Loan and this Agreement is described as follows:

See attached Schedule C

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL AGREEMENTS MADE HEREIN, THE MUNICIPALITY AND OWNER AGREES AS FOLLOWS:

1. Owner acknowledges and agrees that the purpose of said Loan is to provide funds for the rehabilitation and completion of renovations to the Rental Property as low to moderate income housing which meets the income eligibility requirements specified by the Uniform Housing Affordability Controls (U.H.A.C.), established by COAH and in compliance with the COAH guidelines, and that as a condition of said Loan, the rental, leases, use, and occupancy of the Property is limited to those persons who meet the income eligibility requirements of the U.H.A.C. and comply with COAH guidelines, the terms of which are incorporated into this Agreement as if more fully set forth at length herein. The Owner's agreement to abide by and comply with the income eligibility requirements and guidelines is evidenced by and set forth in the Deed Restrictions ("Restrictions") executed by the Owner and intended to be recorded as an encumbrance against the Property.

2. Owner further acknowledges and agrees that, as a condition of said Loan, Owner must provide to Municipality, on each anniversary date of the Loan for a period of ten (10) years from the date hereof, verification in a form specified by and acceptable to Municipality and COAH, that all rentals, leases, uses, and occupancies of said property comply with the terms, limitations and conditions of the Loan and the U.H.A.C.

3. Owner further acknowledges and agrees that it shall be a breach of the terms of the Loan and this Agreement if: (a) Owner fails to comply with the use, and occupancy income verification requirement; or (b) the present and future rental, sale, lease, transfer, use, and occupancy fail to comply with the terms, limitations and/or conditions of the Loan; all in accordance with the U.H.A.C. and COAH guidelines. Any such violation shall constitute a default and non-compliance in the terms of the Loan and this Agreement, in the sole discretion of Municipality. Upon such default and non-compliance, Municipality shall have the right to declare the entire amount of the Loan balance, including any outstanding principal and interest due thereon, due and payable immediately, institute a recapture of the funds through a demand for immediate repayment, and Owner shall be obligated to repay said funds to Municipality.

4. The Owner, in consideration of the Municipality using Funds to provide an interest-free Deferred Payment Loan, shall be obligated to incur costs for the

rehabilitation of buildings, installation and repair of fixtures and/or otherwise upgrading and improvement of the property of the Owner. The cost of these improvements shall be funded in part with a Rental Rehabilitation Loan made by the Municipality. The Owner agrees to fund 50% of the total construction costs and deposit same in escrow with the Township of Moorestown at the time of loan closing. This Loan shall be in the amount of \$_____.

5. It is understood and agreed that improvements and upgrading referred to hereinabove must be made to correct existing or incipient building code deficiencies in order for the rental units to meet the NEW JERSEY STATE HOUSING CODE, N.J.A.C. 5:28. In no case, can improvements be made with Program Loan Funds, which are "ineligible improvements" as described in the Policy and Procedure Manual.

6. Owner agrees to repay the Loan to the Municipality when title to his or/and her property improved with Loan funds is transferred/sold by the Owner to another party or interest.

THE conditions, restrictions, terms and provisions contained in this Agreement are intended to be real covenants and shall run with the land and shall be binding mutually on Owner, their heirs, executors, administrators, successors and/or its assigns and Municipality, its successors and/or assigns and shall continue to be effective so long as the Loan is outstanding.

IN WITNESS WHEREOF, the Parties to this Agreement are legally bound and have executed this Agreement as of the date first above written.

Property Owner (Owner)

Property Owner (Owner)

Address of Property

BLOCK LOT

**TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION
PROGRAM SUBORDINATION POLICY INSTRUCTIONS**

Township of Moorestown will review requests to subordinate this loan to subsequent mortgages. The Township of Moorestown COAH will review all requests. The applicant must submit to the Program Administrator a written subordination request and provide a current title search and property appraisal. In order for the Township to approve the request, the Township must be subordinate to no more than two loans and there must be sufficient equity in the property. The appraisal must show that the new loan plus the balance on the old loan does not exceed 95% of the appraised value of the unit.

Owner Signature_____

Date_____

Owner Signature_____

Date_____

OWNERS ACCEPTANCE OF WORK WRITE-UP

Date

Dear Homeowner,

Enclosed, please find a copy of the work write-up that was prepared as a result of the inspection performed on your home. The inspector is required to include all code violations as necessary repairs. Please understand that **the program requires that only specific items be addressed with program funds.** Additionally, **the program also requires that specific code items be corrected.** For this reason, the write-up consists of both and code items.

The inspector who prepared the work write-up for your home will determine the cost estimate. It reflects his opinion of what repairs will cost. This is **just an estimate** and will differ from the actual bid amounts submitted. Please do not share this estimate with any contractor; doing so would constitute collusion. This number is simply for your review and to give the program an idea of what the approximate cost of rehabilitating your home will be.

A final eligibility requirement of the program was to conduct a title search of your property. This insures that there is sufficient equity in your property to support the required program lien (previously completed).

Please read the enclosed document very carefully. If you are in agreement with the proposed write-up being put out to bid as is, kindly sign the form where indicated and return it to my office at the address listed below within 10 days of receipt of this letter. Please note: some items may need to be adjusted later to account for budgetary concerns.

If you have questions about any items on the list, please make a note on the sheet you send back to be included in your file. Additionally, if any work has been completed since the work write-up, please list that also. If there are no specific adjustments, then the bid will be distributed as is. Thank you for your time and consideration.

Sincerely,

Program Administrator

cc: Homeowner file

**TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION
PROGRAM REQUEST FOR REHABILITATION BID AND
BID ANNOUNCEMENT**

Date:
Homeowner:

Case No:
Phone No.:

Address of Property to be Rehabilitated:

Dear Rehabilitation Contractor:

The property owner listed above has requested that you provide a bid on the above-referenced job as a part of the Township of Moorestown Rental Rehabilitation Program.

Attached please find the bid package, which includes the project Work Write-up, Bid Procedures and Standard Specifications. Contact the homeowner to schedule a time to view the property. If you have any questions regarding bid procedures please contact the Program Administrator at (____)_____.

Township of Moorestown will receive and open sealed bids for this project on _____(date) at _____(time) in the Township of Moorestown Rental Rehabilitation Office,_____. The bids will be received on behalf of the homeowner according to the Policy and Procedural Manual for the Rental Rehabilitation Program. No Bids will be accepted after the aforementioned date and time. No bids will be accepted unless they are placed in a sealed envelope clearly stating the word "BID", as well as the contractor's name, and the address of the home to be rehabilitated on the front.

Completed bid packages may be hand delivered or mailed to:

Rental Rehabilitation Program
Township of Moorestown
Office Hours: Monday - Friday 8:30 a.m. - 4:30 p.m.
Att: Program Administrator

**TOWNSHIP OF
MOORESTOWN RENTAL
REHABILITATION PROGRAM
BIDDING PROCEDURES AND CONTRACTOR RESPONSIBILITIES**

Upon approval by the homeowner, a bid notice is sent to interested contractors on the Approved Municipal Contractor List. The sealed bids are opened at a public bid opening. Generally, the lowest responsible bid from a qualified contractor will be chosen. If the homeowner selects a higher bid, the homeowner must pay the difference between the chosen and the lowest responsible.

The following is a brief description of the bidding procedures and contractor responsibilities for a case funded through the Rental Rehabilitation Program:

1. General: The work shall include paying for and furnishing all necessary permits, licenses, labor, materials, fixtures and equipment, necessary for the satisfactory completion of the rehabilitation of the property identified in the Work Write-up. **Standard specifications are included in the bid packages mailed to the contractors.** Workmanship shall be properly done in accordance with quality standards of the involved trades known as a "workmanlike manner". Inferior workmanship will not be accepted.
2. All bids must be completed on the work write-up sheet supplied and must be totaled individually. Contractor's letterhead proposals will not be accepted. It is the responsibility of the contractor to total each bid correctly. Failure to do so can result in the loss of an award. Each bid submitted should have the name and address of the contractor on the last page. All bids must be submitted by the prevailing date and time specified. Each bid packet should be sealed in an envelope with the name and address of the contractor and words "Bid" clearly written on the outside. The address of the property being bid should be written on the outside of the envelope.
3. Examination of Site: Prior to bidding, all contractors are requested to visit the site, to compare the specifications and conditions. The contractor shall be responsible for checking and verifying all measurements and quantities of materials as listed in the Work Write-up. After the bid is awarded changes to the work, including substitutions of materials, workmanship or equipment required by the specifications, or changes in the scope of the work as described, shall be submitted in writing as a Change Order by the contractor to the Program Administrator. Changes shall be approved in writing by the homeowner, contractor, and the Rehabilitation Specialist before work is started.
4. The contractor shall furnish evidence of a valid current Insurance Policy which protects the property owner for not less than \$100,000/\$300,000 in the event of bodily injury, including death, and \$100,000 in the event of property damage arising out of the work performed by the contractor. The contractor shall carry or require that there be carried full and complete Workmen's Compensation Insurance for all of his

employees and those of his Sub-contractors engaged in the work. Current liability insurance certificates must be on hand in this office before any awards are given.

5. Bidding privileges may be denied due to poor references, too many outstanding projects with the Township, listing on the debarred List, chronic poor time performance, homeowner complaints, failure to obtain permits, failure to pay sub-contractors, and/or poor workmanship.

6. The contractor is responsible for notifying the Program Administrator when ready for an inspection. It is required that the permits be closed out prior to requesting a final inspection. No funds will be released to the contractor until specified work according to the contract is inspected and satisfactory. It is important that all work is completed according to the work write-up **BEFORE** requesting an inspection. If a Punch List is necessary, the contractor will be charged \$100.00 for each additional inspection plus travel expense for the inspector to make a return trip.

7. *All contractors must now be registered with the State of New Jersey under the recently enacted P.L. 2004, c.57 and in addition, Home Improvement Contractors must register with the New Jersey Division of Consumer Affairs.*

8. Common Bidding Errors:

- PENCIL – Never use a pencil. Pencil marks can be erased. All bids should be written in pen.
- CORRECTIONS – If you make an error and have to correct it, draw a line through the error and initial it. This protects you so that someone else cannot change your bid.
- BIDDING EACH ITEM – Each item is numbered on the bid sheet (work write-up). Each item must be bid even if it is part of a larger scope of work. The Program Administrator must know how much an item cost in case of change orders. Also if an item is missed it can result in the loss of an award.
- IDENTIFY YOUR BID AND TOTAL CORRECTLY – Your name should appear on each bid and please review your figures to make sure you added correctly. An incorrect total can cause a loss of an award.
- PERMIT, DUMPSTER FEES, ETC, - No items should be added to your bid. Although you are responsible for the permits, etc. you should include this cost in with your individual items.
- ADDING ITEMS TO THE BID – If you feel that an item is not specific enough or should have included additional work **do not write it on the bid** and include an additional price. This will only cause you to lose a bid. Questions concerning construction can be dealt with after the bids are opened.
- NO LETTERHEAD AND SEALED BIDS – bids must be presented on the bid sheet provided. Bids placed on a contractor's letterhead will not be accepted and bids must be submitted in a clean sealed envelope. Do not submit an envelope that has been opened and resealed with tape.

**TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION
PROGRAM BID ACCEPTANCE FORM**

Homeowner

Case No.

Property Address

On _____ bids were received and opened for the rehabilitation work on your property under the Rental Rehabilitation Program. The results of the bids are as follows:

The contractor, _____, is the most reasonable low bidder. You have the right to accept another bidder however, you will be responsible for the difference in bids.

Please complete the bottom portion of this letter and return one copy in the enclosed return envelope. Upon receipt of this form a preconstruction conference will be scheduled. The conference will be held to review the work write-up, the Construction Agreement, the mortgage and mortgage note. These documents will be signed at that time by the appropriate parties and copies distributed.

___ I accept the low bid amount of \$ _____ made by _____.

___ I prefer another contractor other than the low bidder. I choose the bid amount of \$ _____ made by _____ understanding that we/I will be obligated to pay the difference of \$ _____ by certified check or money order made payable to the municipality. The check must be brought to the preconstruction conference and will be held in escrow until the contractor's first request for payment.

Homeowner

Date

**TOWNSHIP OF MOORESTOWN
RENTAL REHABILITATION PROGRAM
GENERAL CONTRACTOR APPLICATION**

NAME OF FIRM: _____

ADDRESS: _____

PHONE: () _____ CONTACT PERSON: _____

PRINCIPALS OF FIRM: _____

IS THIS COMPANY INCORPORATED? _____ FEDERAL ID# _____

INSURANCE COMPANY: _____ POLICY # _____

LIABILITY & COMPREHENSION INSURANCE COVERAGE \$ _____

IS COMPANY BONDED? _____ AMOUNT OF BOND \$ _____

DO YOU USE SUB-CONTRACTORS? _____ PLEASE LIST: _____

HAVE YOU EVER BEEN DEBARRED FROM FEDERAL PROGRAMS? _____ IF SO

WHEN, AND THROUGH WHAT PROGRAM: _____

HAVE YOU EVER BEEN RESTRICTED FROM OR REMOVED FROM ANY PROJECT? _____
IF SO, WHEN AND WHERE _____

ARE YOU OR ANY OF YOUR EMPLOYEES RELATED TO ANY TOWNSHIP OFFICIAL? _____
IF SO, GIVE NAME OF PERSON AND RELATION _____

STATISTICAL DATA:

GENDER: MALE OWNED _____ FEMALE OWNED _____

ETHNICITY: WHITE _____ BLACK _____ NATIVE AMERICAN _____
HISPANIC _____ ASIAN/PACIFIC ISLANDER _____

Contractor Application

LOCAL, STATE AND FEDERAL REFERENCES

1. NAME OF AGENCY: _____

ADDRESS: _____

PHONE: (_) _____ CONTACT PERSONS: _____

DATES OF CONTRACTS: _____

TYPE OF WORK: _____

OFFICE USE ONLY:

2. NAME OF AGENCY: _____

ADDRESS: _____

PHONE: _____ CONTACT PERSONS: _____

DATES OF CONTRACTS: _____

TYPE OF WORK: _____

OFFICE USE ONLY:

PRIVATE WORK REFERENCES

1. NAME: _____

ADDRESS: _____

PHONE: (____) _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

2. NAME: _____

ADDRESS: _____

PHONE: (____) _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

3. NAME: _____

ADDRESS: _____

PHONE: _____ TYPE OF WORK: _____

DATE: FROM _____ TO _____

PLEASE ATTACH A COPY OF YOUR LIABILITY AND WORKMEN'S COMPREHENSIVE
INSURANCE

I CERTIFY THAT THE INFORMATION GIVEN IN THIS APPLICATION IS TRUE TO THE
BEST OF MY KNOWLEDGE.

PRINT NAME

SIGNATURE

DATE

TITLE

BID SPREAD SHEET
Township of Moorestown Rental Rehabilitation Program

Page _____ of _____

PROPERTY CONTRACTOR				
ADDRESS				

Date: _____ Program: _____

No. of Properties Bid _____ No. of Contractors _____

Present: _____

**TOWNSHIP OF
MOORESTOWN RENTAL
REHABILITATION NOTICE
TO PROCEED**

Date

Case No.

Property Owner's Name

Address of Property Assisted by the Program

Dear Contractor:

This notice authorizes you to obtain local permits, if necessary, and begin the rehabilitation work on the above referenced property according to the work write-up and specifications in the Construction Agreement dated_____. Please note you must begin the rehabilitation work within fifteen (15) days of this Notice to Proceed and complete same no later than ninety (90) days after the work commences.

Should you require additional information, do not hesitate to call me at

_____.

Sincerely,

Program Administrator

The OWNER hereby accepts the Proposal by CONTRACTOR for the above price.

2. Time for Performance

a. CONTRACTOR shall commence work only upon receipt of an Order to Proceed from the OWNER, which Order shall be issued within 15 days from the date of signing of this Agreement. In the event the OWNER fails to issue such Order in a timely fashion, CONTRACTOR shall thereupon have the option of withdrawing his Proposal, and this Agreement shall then become null and void, and both Parties relieved from any further liability hereunder, and the funds allocated for such work shall be released by the Municipality from escrow status and the same shall become available for reallocation to another qualified resident.

b. CONTRACTOR shall commence work within 15 days after receipt of the Order to Proceed. In event of default hereunder, OWNER shall have the option to then declare this Agreement null and void and, thereupon, shall be able to seek another Contractor.

c. The CONTRACTOR shall satisfactorily complete the work herein specified within 90 days after receipt of the Order to Proceed. Unless notice in writing is submitted to the Municipality stating extraordinary circumstances delaying completion, as described in Paragraph 14, and an extension is granted, then the CONTRACTOR shall be penalized \$100.00 per day for each day that the work is not satisfactorily completed. This penalty shall be deducted from the final payment.

3. Equal Employment Opportunity:

Executive Order #11246 attached hereto and made a part hereof shall apply and be made a part of all contracts when the sum to be charged for the work is \$10,000 or more.

4. Federal Labor Standards:

The Federal Labor Standards Provisions shall apply to all contracts where the structure will contain 8 or more units after rehabilitation.

5. Insurance:

The CONTRACTOR shall:

a. Furnish evidence of comprehensive general liability insurance including manufacturers and contractors liability and completed operations coverage protecting the OWNER, for not less than:

- 1) \$100,000/300,000 in the event of bodily injury, including death
- 2) \$50,000 in the event of property damage

b. Furnish evidence of automobile liability coverage with non-ownership endorsement protecting the OWNER, for not less than:

- 1) \$100,000/300,000 in the event of bodily injury, including death
- 2) \$50,000 in the event of property damage

c. Furnish evidence of Workmen's Compensation coverage, and require that such coverage be carried by sub-contractors.

d. Carry during the life of the Contract, Constructural Liability Insurance to protect and hold harmless the OWNER, in accordance with Section 5A of this Agreement.

The OWNER shall:

a. Carry fire insurance in the full amount of the contract, to protect himself and the CONTRACTOR.

6. Permits and Codes:

CONTRACTOR shall:

a. Obtain and pay for all permits and licenses necessary for the completion and execution of the work to be performed.

b. Perform all work in conformance with applicable local codes and requirements whether or not covered by the Work Write-Up.

7. Homeowner/Contractor Cooperation:

CONTRACTOR shall:

a. Keep the premises broom-clean and orderly during the course of the work, and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the CONTRACTOR, unless otherwise specified.

OWNER shall:

- a. Cooperate with the CONTRACTOR to facilitate the performance of the work, including the removal and replacement of rugs, coverings and furniture, as necessary. OWNER shall also permit the CONTRACTOR to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of the work.
- b. The premises are to be occupied (X) vacant () during the course of the construction work.
- c. The OWNER shall make the premises available for work between the hours of 8:00 A.M. to 4:00 P.M., and no work shall be done after 4:00 P.M. other than with prior consent of the OWNER.

8. Assignment:

CONTRACTOR shall not assign this Agreement without written consent of the OWNER and the Municipality.

9. Guarantees:

CONTRACTOR shall guarantee the work performed for a period of one year from the date of final acceptance of all work required by the Agreement. CONTRACTOR shall furnish the OWNER, care of the Municipality with all manufacturers' and suppliers' written guarantees and warrants covering materials and equipment furnished under the Contract. This shall include roofing warranties (if applicable) not contingent upon manufacturer's warranty, for workmanship for ten years for a bituminous membrane roof (flat), or twenty years for a pitched roof.

10. Liens:

First payment shall not be due until the CONTRACTOR has delivered to the OWNER, and OWNER has delivered to the Municipality either (a) a complete release of all liens arising out of this Agreement; or (b) receipt in full covering all labor and materials for which a lien could be filed.

11. Indemnification:

The OWNER and the CONTRACTOR agree to hold and save harmless the Municipality from any and all loss, cost or damage of every kind, nature or description arising under this Contract or from source whatsoever.

12. Inspections:

CONTRACTOR shall permit the Municipality or its designees to examine and inspect the rehabilitation work. This shall include plumbing inspections by the Municipality before "closing in" of water service, underground soil pipe or sewer lines, or drain lines in bathroom floors.

13. Changes and Modifications:

OWNER shall not permit any changes or additions to the Agreement, Work Write-Up or Plans, without written approval of the CONTRACTOR and the MUNICIPALITY. If any changes are approved, a Change Order must be signed by the OWNER, CONTRACTOR, PROGRAM ADMINISTRATOR, AND INSPECTOR, and work will not be started until such time as sufficient funds are deposited in the Escrow Account of the Municipality, and the Municipality has so notified the OWNER in writing. Any agreements between the CONTRACTOR and the OWNER for "side work", outside the scope of the Program's work write-up, and funded entirely by the homeowner, must be documented and submitted to the Program Administrator. The municipality shall not be held responsible for any work performed by the CONTRACTOR that is not part of the work write-up and/or approved change order.

14. Resolution of Disputes:

Should any dispute arise respecting the true meaning of the Work Write-Up, or should any dispute arise respecting the true value of the extra work or of the work omitted, or of improper workmanship or materials, or of any loss sustained by the OWNER, the OWNER may request a hearing before the Municipality. Such request must be made in writing and shall state the nature of the dispute. All parties to the dispute shall be notified in writing of the date and location of the hearing to be held by an arbitration committee consisting of three members. A decision will be rendered by the committee with no further recourse by the appellant(s).

15. Payment Schedule:

a. The CONTRACTOR will ordinarily be paid the Contract price in one lump sum amount after the work is inspected for satisfactory completion in accordance with the Work Write-Up. If payment is to be made in progress payments as the work progresses, the schedule below will specify the draws by which payment will be made and the percentage (or amount) of the contract price that will be paid for the satisfactory completion of each draw. The Municipality will endeavor to make payments to the CONTRACTOR within 20 days after the Municipality.

accepts the work as complete, and in accordance with the Work Write-Up. Final payment on the contract will only be made after final inspection and acceptance of all the work to be performed by the CONTRACTOR, and the CONTRACTOR has furnished the OWNER, at the address below, satisfactory releases of liens or claims of liens by the CONTRACTOR, sub-contractor, laborers and material suppliers for the completed work or installed materials under this Agreement. If the final inspection is called by the CONTRACTOR and inspection by the Home Improvement Office reveals incomplete work items or unsatisfactory work, the CONTRACTOR shall be assessed a penalty of \$100.00 plus travel expenses, for each inspection, which will be paid by the CONTRACTOR directly to the Inspecting Agent or his/her representative. This penalty shall be paid before final payment to the CONTRACTOR is released.

b. Schedule of Payments (if applicable):

Draw No. 1 _____	Draw No. 3 _____
Draw No. 2 _____	Completion _____

c. If the work has been substantially completed but full completion is delayed through no fault of the CONTRACTOR, the CONTRACTOR shall receive payment for no more than 80% of the value of the completed, inspected, and accepted work as determined by the Municipality and remaining money shall remain in escrow with the Municipality for release upon full completion, inspection and acceptance of all work.

16. Extensions

If the CONTRACTOR is unable to complete and portion of the work due to inclement weather, lack of material caused by strikes, beyond his control and extension to the completion date may be given upon application to the OWNER and the Township , in writing, citing the reason therefore; whereupon, if approved, OWNER and the Municipality may grant up to two, 30-day periods by way of extension.

17. Termination of Contract:

a. The following acts of the CONTRACTOR shall be cause for termination of the Contract:

1) If CONTRACTOR should be adjudged a bankrupt or make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency.

2) If CONTRACTOR should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials (unless the delay is beyond his control).

3. If CONTRACTOR should fail to make prompt payments to sub-contractors for materials or labor.
4. If CONTRACTOR should persistently disregard the law and ordinances of the Municipality wherein the property is being erected.
5. If CONTRACTOR should violate the provisions of this Contract.
6. Upon any of the above happenings, the OWNER may, after obtaining the approval of the Township with prejudice to any other right or remedy, terminate the Contract. OWNER shall give CONTRACTOR ten days written notice of his intentions to terminate. This notice shall be mailed to the address listed in this Contract. OWNER shall, after the ten days, take possession of the premises and of all materials, tools & appliances thereon, and request the Director resubmit, for open bids to complete work. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall not exceed the expense of finishing the work, including compensation for additional managerial and administrative service, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

18. Entire Agreement:

The Parties agreed that this Agreement, including the Bid, Proposal and Work Write-Up, constitutes the entire Agreement between the OWNER, and the CONTRACTOR, and no representation or warranty shall be binding upon either party, unless included herein. This Agreement replaces and cancels any previous oral or written Agreement between the Parties.

19. Each Person Liable:

This Agreement is legally binding upon the CONTRACTOR and all who succeed his responsibilities (such as heirs or executors).

20. Invalidity:

If any of the provisions of this Agreement are declared to be invalid by a Court of competent jurisdiction, it shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

**TOWNSHIP OF
MOORESTOWN
CONSTRUCTION AGREEMENT
ADDENDUM**

CHANGES AND MODIFICATIONS

OWNER shall not permit any changes or additions to the Agreement, Work Write-Up or Plans, without written approval of the *CONTRACTOR* and the *TOWNSHIP OF MOORESTOWN*. If any changes are approved, a Change Order must be signed by the *OWNER, CONTRACTOR, PROGRAM ADMINISTRATOR AND REHABILITATION SPECIALIST*, and work will not be started until such time as sufficient funds are deposited in the Escrow Account of the Municipality, and the Municipality has so notified the *OWNER* in writing. Any agreements between the *CONTRACTOR* and the *OWNER* for "side work", outside the scope of the Program's work write-up, and funded entirely by the homeowner, must be documented and submitted to the Program Administrator. The municipality shall not be held responsible for any work performed by the *CONTRACTOR* that is not part of the work write-up and/or approved change order.

Owner _____

Co-Owner _____

**TOWNSHIP OF
MOORESTOWN RENTAL
REHABILITATION
PROGRAM**

Date:
Program Administrator:
Page: 1

Owner:
Rehab Specialist:

Program:

Item	Description of Work to be Performed According to <u>Attached Specifications</u>	Price per Item
1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18.		

**RENTAL MORTGAGE
TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION
PROGRAM**

Deed Restrictions Attached

Prepared by: _____

This Mortgage made on _____, 20__ between _____
(the "Mortgagor") and Township of Moorestown having its office at _____,
(the "Mortgagee").

WITNESSETH:

Mortgagor, in consideration for a loan extended by the Mortgagee in the amount of \$_____ in connection with the Property (described below) owned by the Mortgagor, the Mortgagor has signed a note dated _____ (the "Rental Note") and a Deed Restriction (the "Deed Restrictions") dated _____. The Mortgagor promises to pay the amounts due under the Note and to abide by all promises contained in the Note and the Deed Restrictions, all of even date herewith executed by the Mortgagor. No payment shall be due on the Rental Note and this Mortgage until title to the property is transferred/sold by the Mortgagor, provided there are no events of default. In the event of a declaration by Mortgagee of a default herein, the amount of the Rental Note shall be immediately due and payable by Mortgagor.

MORTGAGE AS SECURITY

This Mortgage is given to the Mortgagee as security for the payment date and the performance of all promises under the Rental Note, and the Deed Restrictions. The Mortgagor mortgages the real estate owned by the Mortgagor described as follows (referred to as the "Property"):

All of that land located in the Township of Moorestown, County of Gloucester, and State of New Jersey, specifically described as follows:

Street Address: _____

Tax Block No.: _____ Lot No.: _____

Together with:

1. All buildings and other improvement that now are or will be located on the Property.
2. All fixtures, equipment and personal property that now are or will be attached to or used with the land, buildings and improvements of or on the Property.
3. All rights which the Mortgagor now has or will acquire with regard to the Property.

MORTGAGOR'S PROMISES

In consideration for the value received in connection with the funds provided by Municipality to renovate the Property, the Mortgagor agrees as follows:

1. The Mortgagor will comply with all of the terms of the Note and this Mortgage and Deed Restrictions, and shall pay or satisfy the principal of the Note.

2. The Mortgagor warrants title to the Property (N.J.S.A. 46:9-2). This means the Mortgagor owns the Property, has the right to mortgage the Property to the Mortgagee, and will defend its ownership against all claims.

3. The Mortgagor shall pay all liens, taxes, assessments and other governmental charges made against the Property when due. The Mortgagor will not claim any credit against the principal and interest payable under the Note and this Mortgage for any taxes paid on the Property.

4. The Mortgagor shall keep the Property in good repair, neither damaging nor abandoning it. The Mortgagor will allow the Mortgagee to inspect the Property upon reasonable notice.

5. The Mortgagor shall use the Property in compliance with all laws, ordinances and other requirements of any governmental authority.

6. The Mortgagor shall maintain hazard insurance on the Property. This insurance must cover loss or damage caused by fire or other hazards normally included under "extended coverage" insurance. It must also include such other insurance coverage as the Municipality may reasonably require. The insurance company, agent, or broker, amounts of coverage and forms of all policies must be acceptable to the Municipality. The policies must name Municipality as a mortgagee and additional insured.

7. The Mortgagor understands that the Property has been designated as low and moderate income housing as defined by the Fair Housing Act (P.L. 1985, c. 222) and the Mortgagor shall be prohibited from renting or leasing the Property to any party who does not qualify as low or moderate income household.

8. The Mortgage is a lien against the Property. Except for the First Mortgage, the Mortgagor shall not allow any superior liens to be placed against the Property.

9. All improvements to the Property shall be at the Mortgagor's expense.

10. The Mortgagee shall be notified in writing no less than ninety (90) days prior to the proposed sale of the Property.

11. The Mortgagor shall have the responsibility for fulfilling all requirements of all restrictions on or against and all prior mortgages on the Property, including but not limited to the Deed Restrictions executed by the Mortgagor or prior or subsequent owners of the Property and established by the Council on Affordable Housing, and any first mortgage on the Property.

12. The Mortgagor shall pay all payments due on all liens on the Property and shall not violate any term of any other mortgage.

13. In the event of a foreclosure by the first mortgagee, the defaulting mortgagor shall be personally obligated to pay to Mortgagee the amount of the Repayment Note then outstanding.

RIGHTS GIVEN TO MORTGAGEE

The Mortgagor, by mortgaging the Property to the Mortgagee, gives the Mortgagee those rights stated in this Mortgage, and all rights the law gives to the Mortgagee. The rights given to the Mortgagee and the restrictions upon the Property are covenants running with the land. The rights, terms and restrictions in this Mortgage shall bind the Mortgagor and all subsequent purchasers and owners of the Property, and the heirs and assigns of all of them. Upon performance of the promises contained in the Note, Mortgage, and Deed Restrictions, the Mortgagee will cancel this Mortgage.

DEFAULT

The Mortgagee may declare the Mortgagor in default on the Note and this Mortgage if:

1. The Mortgagor fails to comply with the provisions of the Deed Restrictions, the Rental Note, or this Mortgage;
2. The Mortgagor fails to make any payment required by the Note and this Mortgage;
3. The Mortgagor fails to keep any other promise made in any other note or mortgage constituting a lien against the Property;
4. The Mortgagor fails to comply with the provisions of the Deed Restrictions which imposes restrictions against the Property.
5. The ownership of the Property is changed for any reason without compliance with the terms of the Note and Mortgage;
6. The holder of any lien on the Property starts foreclosure proceedings; or
7. Bankruptcy, insolvency or receivership are started by or against of the Mortgagor;
8. *Any lien or encumbrance on the Property becomes superior to Municipality's lien, except for the first mortgage in existence at the time of this Mortgage.*

MORTGAGEE'S RIGHTS UPON DEFAULT

If the Mortgagee declares that the Note and this Mortgage are in default, the Mortgagee shall have, subject to the rights of the First Mortgage, all rights given by law or set forth in this Mortgage, including but not limited to foreclosure, acceleration of all amounts due under the Rental Note, recoupment of funds from a sale in violation of the restrictions, entry on the Property, injunctive relief to prevent further violations, and specific performance.

NOTICES

ALL NOTICES MUST BE IN WRITING AND PERSONALLY DELIVERED OR SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE ADDRESSES GIVEN IN THIS MORTGAGE. ADDRESS CHANGES MAY BE MADE UPON NOTICE TO THE OTHER PARTY.

NO WAIVER BY MORTGAGEE

The Mortgagee may exercise any right under the Mortgage or under any law, even if the Mortgagee has delayed in exercising that right or has agreed in an earlier instance not to exercise that right. The Mortgagee does not waive its rights to declare the Mortgagor is in default by making payments or incurring expense on behalf on the Mortgagor.

EACH PERSON LIABLE

This Mortgage is legally binding upon each Mortgagor and all who succeed to their responsibilities (such as heirs and executors). The Mortgagee may enforce any of the provisions of the Note and this Mortgage against any one or more of the Mortgagors who sign this Mortgage.

SUBORDINATE MORTGAGE

The lien on this Mortgage is inferior to and subject to the terms and provisions of the First Purchase Money Mortgage held by _____ and dated _____.

SUBSEQUENT OWNERS

The lien on this Mortgage shall not be released against the Property and the Mortgagor unless any subsequent owner acquiring the Property during the restricted period shall execute the same form of Rental Mortgage, Rental Mortgage Note and Deed Restrictions and the same shall have been recorded in the Gloucester County recording office.

NO ORAL CHANGES

This Mortgage can only be changed by an agreement in writing signed by both the Mortgagor and the Mortgagee.

SIGNATURES

The Mortgagor agrees to the terms of this Mortgage by signing below.

ACKNOWLEDGEMENT

Mortgagor acknowledges receipt of a true copy of this mortgage at no charge.

IN WITNESS WHEREOF the Mortgagor(s) has executed this Repayment Mortgage for the purposes stated herein.

Witness

Signature (Mortgagor)

Signature (Co-Mortgagor)

STATE OF NEW JERSEY)
)ss
COUNTY OF GLOUCESTER)

BE IT REMEMBERED, that on this _____ day of _____, 20____,
before me, the subscriber, _____ personally appeared
_____ who, being by me duly sworn on his/her oath, deposes and make proof
to my satisfaction, that he/she is the Mortgagor (Co-Mortgagor) named in the within
instrument; that this document is the Repayment Mortgage for the described Property; that
the execution, as well as the making of this instrument, has been duly authorized and is
the voluntary act and deed of said Owner.

Sworn to and subscribed before me on the date aforesaid.

The term of the Loan ("Term") shall be until the title of the property is transferred or sold to another party or interest, which Term shall commence on the date the Borrower receives certification that the Real Property is free of all code violations noted on the attached certification of standard condition signed by _____ (the "Inspector") on_____. In the event of a Co-Borrower's demise, the Lender shall retain the lien on the premises.

So long as there has been no default, and the Borrower has complied with the terms of this Note, and the other Loan Documents, no payment shall be due on this Note until the title to the property improved with Loan funds is transferred/sold by the Borrower to another party or interest.

Upon the occurrence of any of the following ("Event of Default"), the entire unpaid balance of this Note shall become immediately due and payable by Borrower and Lender may thereafter exercise any rights it has against any collateral for this Note: (1) failure of Borrower and tenancies/occupancies to comply with the terms, limitations and/or conditions of the Deed Restrictions, (2) failure of Borrower to comply with the tenancy/occupancy income verification requirement pursuant to said Restrictions; (3) commencement against Borrower (if the same is not dismissed within thirty (30) days) or by Borrower of any proceedings for dissolution, liquidation, reorganization, readjustment or any proceedings in Bankruptcy; (4) if Borrower becomes insolvent or is otherwise unable to pay Borrower's debts as and when they become due, or if Borrower makes an assignment for the benefit of creditors or offers a composition or extension to creditors; (5) appointment of a receiver, liquidator, custodian, trustee or other official, similar or dissimilar, covering Borrower or any of Borrower's assets; (6) execution, levy or attachment of Borrower's assets or property; or (7) the occurrence of an Event of Default under any of the Loan Documents. Any such violation shall constitute a default in the terms of this Loan, the Note and the Loan Documents, in the sole discretion of the Lender. Upon such default, Lender shall have the right to declare the entire amount of the Loan balance, including any outstanding principal and interest due thereon, due and payable immediately.

This Note shall be construed in accordance with and governed by the laws of the State of New Jersey applicable to contracts made and performed in New Jersey. Borrower consents to the exclusive jurisdiction of the Superior Court of New Jersey, Law Division, Gloucester County.

Borrower hereby waives presentment, demand, notice of nonpayment, dishonor or acceleration, protest or notice of protest, and all other notices or demands in connection with the delivery, acceptance, performance, default or enforcement of this Note. Borrower hereby waives trial by jury and any right thereto. Any failure or delay of Lender to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other right at any other time or times. The waiver by holder of a

breach or default of any provision of this Note shall not operate or be construed as a waiver of any subsequent breach or default thereof. Borrower agrees to reimburse Lender for all reasonable expenses, including reasonable attorneys' fees incurred by Lender to enforce the provisions of this Note, protect and preserve Lender's rights under any Loan Documents executed in connection with this Note, and collect Borrower's obligations hereunder.

The Lender may enforce any of the provisions of this Note against any one or more of the Borrowers and the terms and provisions of this Note are binding upon the Borrower, and his or her heirs, executors, administrators, successors and/or assigns.

Borrower agrees to the terms and conditions of this Note by signing below.

Witness:

MANDATORY DEED RESTRICTION FOR REHABILITATED RENTAL PROPERTY

DEED RESTRICTION

Deed Restricted Affordable Housing Property with Restrictions on Resale and Refinancing

*To Rehabilitated Rental Property
With covenants Restricting Rentals, Conveyance and Improvements
And Requiring Notice of Foreclosure and Bankruptcy*

THIS DEED RESTRICTION, entered into as of this the ____ day of _____, 20 __, by and between the Township of Moorestown (Municipality], with offices at _____, and _____ the owner (the "Owner") of a residential low- or moderate-income rental property (the "Property"):

WITNESSETH

Article 1. Consideration

In consideration of the subsidies received by the Owner from the Municipality regarding this rental Property, the Owner hereby agrees to abide by the covenants, terms and conditions set forth in this Deed restriction, with respect to the land and improvements more specifically described in Article 2, hereof (Description of Property).

Article 2. Description of Property

The Property consists of all of the land, and improvements thereon, that is located in the municipality of _____, County of _____, State of New Jersey,

and described more specifically as Block No. _____ Lot No. _____, and known by the following street address:

(Attach Schedule A with a detailed description of the Rental Property)

Article 3. Affordable Housing Covenants

The following covenants (the "Covenants") shall run with the land for a period of ten (10) years, determined separately with respect for each restricted unit, beginning on the date the restricted unit has undergone final inspection as set forth in the contract entered into by and between the Owner and Municipality in consideration of the subsidy received by Owner for said improvements and ending after the Property occupied by an income eligible household shall become vacant, (the "Control Period).

- A. Sale, rental and use of the Property is governed by regulations known as the Uniform Housing Affordability Controls, which are found in New Jersey Administrative Code at Title 5, chapter 80, subchapter 26 (N.J.A.C. 5:80-26.1, *et seq*, the "Uniform Controls").
- B. The Property shall be used solely for the purpose of providing rental dwelling units for low- or moderate-income households, and no commitment for any such dwelling unit shall be given or implied, without exception, to any person who has not been certified for that unit in writing by the Municipality. So long as any dwelling unit remains within its Control Period, sale of the Property must be expressly subject to these Deed Restrictions, deeds of conveyance must have these Deed Restrictions appended thereto, and no sale of the Property shall be lawful, unless approved in advance and in writing by the Municipality.
- C. No improvements may be made to the Property that would affect the bedroom configuration of any of its dwelling units, and any improvements to the Property must be approved in advance and in writing by the Municipality.
- D. The Owner shall notify the Municipality of any foreclosure actions filed with respect to the Property within five (5) business days of service upon Owner.
- E. The Owner shall notify the Municipality within three (3) business days of the filing of any petition for protection from creditors or reorganization filed by or on behalf of the Owner.

Article 4. Foreclosure

- A. This Agreement shall not be terminated in the event of a Judgment of Foreclosure on the properties that include Affordable Housing Units that are designated as rental units.
- B. The terms and restrictions of this Agreement shall be subordinated only to the First Purchase Money Mortgage lien on the Affordable Housing Property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing Unit.

An Execution of Foreclosure sale by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement

Article 5. Remedies for Breach of Affordable Housing Covenants

A breach of the Covenants will cause irreparable harm to the Municipality and to the public, in light of the public policies set forth in the New Jersey Fair Housing Act, the Uniform Housing Affordability Control rules found at N.J.A.C. 5:80-26, and the obligation for the provision of low and moderate-income housing.

A. In the event of a threatened breach of any of the Covenants by the Owner, or any successor in interest of the Property, the Municipality shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance.

B. Upon the occurrence of a breach of any Covenants by the Grantee, or any successor in interest or other owner of the Property, the Municipality shall have all remedies provided at law or equity including but not limited to forfeiture, foreclosure, acceleration of all sums due under any mortgage, recouping of any funds from a sale in violation of the Covenants, diverting of rent proceeds from illegal rentals, injunctive relief to prevent further violation of said Covenants, entry on the premises, those provided under Title 5, Chapter 80, Subchapter 26 of the New Jersey Administrative Code and specific performance.

IN WITNESS WHEREOF, the Moorestown and the Owner have executed this Deed Restriction in triplicate as of the date first above written.

Township of
Moorestown

BY: _____
XXXXXXXXXXXXXX
Title

[THE OWNER]

BY: _____
XXXXXXXXXXXXXX
Title

APPROVED BY _____ [Municipality]

BY: _____
XXXXXXXXXXXXXX

Title

ACKNOWLEDGEMENTS

On this the _____ day of _____, 20____ before me came _____, to me known and known to me to be _____, the Owner of the Property, who states that (s)he has signed said Agreement for the purposes stated therein.

NOTARY PUBLIC

On this the _____ day of _____, 20____ before me came _____ known and known to me to be _____ of _____, the Municipality identified as such in the foregoing Agreement, who states that (s)he is duly authorized to execute said Agreement on behalf of said Municipality, and that (s)he has so executed the foregoing Agreement for the purposes stated therein

NOTARY PUBLIC

**MOORESTOWN RENTAL REHABILITATION PROGRAM
CHANGE ORDER AUTHORIZATION**

Date Case No.

Homeowner's Name

Street Address

Contractor

DESCRIPTION OF WORK CHANGE

\$ _____ Original Item Price

\$ _____ (+/-) Change

\$ _____ Revised Item Price

\$ _____ Revised Contract Price

Homeowner(s) Approval Date

Contractor Approval Date

Rehabilitation Specialist Approval Date

Program Administrator Date

CONTRACTOR'S FINAL INVOICE, RELEASE OF LIENS, AND WARRANTY

Homeowner: _____ Case No. _____
Address _____
Contract Date _____
Contract Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS:

1. As a final invoice, the undersigned hereby certifies that there is due and payable by the Owner to the Contractor under the above contract the balance or sum of \$ _____
2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms of the Construction Agreement and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.
3. That in consideration of the payment of the amount stated in Paragraph 1 hereof the undersigned does hereby agree to formally discharge and release any notice of intention or UCC lien upon the premises pursuant to said contract for any and all claims, demands or liens undersigned may have pursuant to law by virtue of the labor performed and/or materials furnished.
4. The undersigned hereby guarantees the work performed for a period of one year from the date of final acceptance of all the work required by the contract, shown on the Work Write-up. He also attaches herewith all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract which includes roofing warranties (if applicable) for 20 years on a pitched roof and 10 years on a flat bituminous membrane roof not contingent upon manufacturer's warranty.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this _____ day of _____ 20____

WITNESS _____

**HOUSING REHABILITATION SPECIALIST
FINAL INSPECTION REPORT**

DATE: _____

HOMEOWNER: _____

PROPERTY ADDRESS: _____

CONTRACTOR: _____

I have inspected the construction on the above captioned property and certify that the work is satisfactory according to the work write-up and specifications.

Rehabilitation Specialist

**TOWNSHIP OF MOORESTOWN RENTAL REHABILITATION PROGRAM
CERTIFICATION OF STANDARD**

This certifies that the property located at _____ has been rehabilitated and that it is free of code violations according to the NEW JERSEY STATE HOUSING CODE, N.J.A.C. 5:28.

Construction Code Official

Date

Appendix

F

Archive Management



RECORDS RETENTION AND DISPOSITION SCHEDULE

AGENCY #	SCHEDULE #	PAGE #
MS00000	001	4 OF 12

0120-0000	NEIGHBORHOOD DEVELOPMENT			
	Affordable Housing Project File File contains but is not limited to the following documentation from the Developer including Developer Certifications, Planned Real Estate Development (PRED) Public Offering Statement, deed, municipal land use approval and/or grant contract, project total number of units, total number of affordable units, total number of very-low, low-, and/or moderate-income units, number of units by bedroom distribution by very-low, low- and/or moderate income, floor plans project maps, list of project principals or partners, project construction schedule, proposed pricing, list of public funding sources, grant agreement (copies), loan agreement (copies), condominium or homeowner fees, real estate taxes, utilities, flood insurance, contact information, rental lease agreement, Planning Zoning Board Resolutions (copies), Condominium/Homeowner Association or Rental Project Recorded files, Affirmative Marketing Plans and Advertisements, and Cost of Advertising records.			
012G-0001	Affordable Housing Project File - Approved	Life of Deed restriction plus 10 yrs or until municipality relinquishes control plus 10 yrs		Destroy
0120-0002	Affordable Housing Project File - Denied/ Withdrawn	1 yr		Destroy
0120-0003	Affordable Housing Project File Referral List	3 yrs after referral list is purged		Destroy
0121-0000	Affordable Housing Application File - Individual File includes but is not limited to preliminary and final applications documentation, disclosures, appeals, extensions, and correspondence.			
0121-0001	Affordable Housing Application File - Certification Approved	1 yr after recorded discharge of mortgage or 1 yr after expiration of lease		Destroy
0121-0002	Affordable Housing Application File - Certification Denied or Expired	1 yr		Destroy

Appendix N

Spending Plan

Spending Plan of the Housing Element and Fair Share Plan Township of Moorestown, Burlington County With Revenues as of September 30, 2020

INTRODUCTION

The Township of Moorestown prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need. In creating this document, the laws and regulations of the Municipal Land Use Law (*N.J.S.A. 40:55D-28b(3)*), the Fair Housing Act (*N.J.S.A. 52:27D-301*) and the remaining valid regulations of the New Jersey Council on Affordable Housing (COAH) as found in *N.J.A.C. 5:93-1* were used. A development fee ordinance creating a dedicated revenue source for affordable housing was most recently adopted by the municipality in 2009 and approved by COAH on March 26, 2009. The ordinance continued Moorestown's affordable housing trust fund with updated language. The ordinance is codified as Article VI in Chapter 158, the subdivision and site plan regulations.

Moorestown Township first received COAH approval to maintain an affordable housing trust fund on May 3, 1995 following its petition to the state for Second Round certification on March 6, 1995. The Township petitioned COAH for Third Round certification in October 2005 and December 2008 in response to rules later invalidated by the New Jersey Supreme Court. Most recently, the Township filed a declaratory judgment action in New Jersey Superior Court on July 8, 2015.

As of September 30, 2020, the Township of Moorestown has collected \$10,542,886.62, expended \$9,774,521.49, including most recently a \$323,000 down payment on the purchase of the Harper Drive property, and has a trust fund balance of \$768,367.13. Accumulated interest income as of September 30, 2020 is \$557,018.86 and is included in the gross revenue figure. All development fees, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, and interest generated by the fees have and continue to be deposited in a separate interest-bearing affordable housing trust fund in TD Bank, N.A. for the purposes of affordable housing. These funds are required to be spent in accordance with *N.J.A.C. 5:93-8.16* as described in the sections that follow.

Moorestown Township has prepared this amended spending plan in response to the March 16, 2018 Settlement Agreement with Fair Share Housing Center ("FSHC"), as amended on June 10, 2019 and again on September 9, 2019, which was approved by the Court at a March 11, 2020 fairness hearing. In accordance with the Settlement Agreement, the disbursement of funds as outlined in this document will constitute a "commitment" for expenditure pursuant to *N.J.S.A. 52:27D-329.2* and *-329.3*, within the four-year time period for spending in the law. This time period starts from the entry of a final Judgment of Repeal approving this

settlement in accordance with the provisions of In Re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015).

REVENUES FOR THE THIRD ROUND

To calculate a projection of revenue anticipated during the remainder of the Third Round, the Township of Moorestown considered development fees, other funding sources, and interest.

The Township reviewed residential and non-residential projects that have had development fees imposed upon them at the time of preliminary or final development approvals, all residential and non-residential projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and future residential and non-residential development that is likely to occur based on historical rates of development over the past five years. The Township's existing revenues have been generated from residential and non-residential development impact fees as well as early payments-in-lieu-of-construction (PILOC) pertaining to the Moorestown Hunt and Laurel Creek developments. The Township anticipates collecting additional PILOC funds from Cameron General Contractors for its Centerton Road Project, as a future revenue source. Although the Township has collected other sources of affordable housing funds in the past, the Township does not anticipate these to continue in the future.

Finally, interest was calculated on the projected revenue in the municipal affordable housing trust fund based on the trend of interest revenue over the last five years and the current rate of interest earned by the trust fund.

Table SP-1 on the following page indicates anticipated revenue.

Table SP-1. Projected Revenues - Housing Trust Fund – Q4 2020 through 2025

Year							
Source of Funds	Q4 2020	2021	2022	2023	2024	2025 (Q1&Q2)	Total
Approved Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Development Pending Approval	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Projected Development	\$79,250	\$317,000	\$317,000	\$317,000	\$317,000	\$158,500	\$1,505,750
PILOC – Cameron General Contractors	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$2,000,000
Interest	\$475	\$13,900	\$1,900	\$1,900	\$1,900	\$950	\$21,025
Total	\$79,725	\$2,330,900	\$318,900	\$318,900	\$318,900	\$159,450	\$3,526,775

The Township of Moorestown projects a total of \$3,526,775 to be collected between October 1, 2020 and June 30, 2025, including interest, to be used for affordable housing purposes, in addition to the current balance in the account, for total available funds of approximately \$4,295,142.

ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Moorestown.

Collection of Development Fee Revenues

As stipulated in Article VI, Mandatory Development Fees of the Land Subdivision Ordinance (Chapter 158-40 to 158-47 of the codified ordinances of the municipality) all collection of development fee revenues has been and will continue to be consistent with *N.J.A.C. 5:93 et seq.* and P.L.2008, c.46, sections 8 (*N.J.S. 52:27D-329.2*) and 32-38 (*N.J.S. 40:55D-8.1 through -8.7*).

Distribution of Development Fee Revenues

Requests for distribution of funds will first be made to the Department of Community Development for eligible activities. The Director of Community Development will evaluate the request and provide a synopsis and recommendation to the Township Manager. The request for funds will detail the amount requested, the beneficiary of the distribution, the use of funds and the time line for distribution. In this request for funds and determination of eligible activities the municipal staff may be assisted by the Township Attorney. Upon examination and approval, the Township Manager will transmit the requested amount to the Chief Financial Officer (CFO) of the municipality. If sufficient funds are available, the requested amount will be brought before the Township Council for approval and the amount encumbered in the affordable housing trust fund by the CFO. Township Council approval may take one of any number of forms, including resolution authorizing the expenditure of funds, inclusion of the amount on a bill list for approval, or any other mechanism allowed by statute or rule for the dispersal of funds. Once approved, the payment will be made by the CFO to the designated individual or organization and the proper notation made in the affordable housing trust fund.

DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

Moorestown Township may use the funds in the trust fund for any of the below listed items, pursuant to *N.J.A.C. 5:93-8.16*:

- Rehabilitation of units;
- 100% affordable housing;
- Accessory apartment program;
- Market to affordable program;
- Extensions of controls;
- Creation of group homes;
- Repayment of municipal bonds issued to finance low- and moderate-income housing activity;
- Affordability assistance; and
- Administration, as discussed below.

Affordability Assistance

Pursuant to *N.J.A.C. 5:93-8.16(c)*, municipalities are required to spend a minimum of 30% of development fee revenue to render existing affordable units more affordable, and one-third of that amount must be dedicated to very low-income households (i.e., households earning less than 30% of the regional median income) or creating very low-income units. As the Township has previously expended more than \$1.2 million on affordability assistance, it has only a minimal affordability assistance obligation, which it will more than fulfill through its partnership with Community Options to develop new group home bedrooms.

Table SP-2. Projected Minimum Affordability Assistance Requirement

Actual development fees through September 30, 2020		\$9,766,454.42
Actual interest earned through September 30, 2020	+	\$557,018.86
Development fees projected, October 1, 2020-June 30, 2025	+	\$1,505,750.00
Interest projected, October 1, 2020-June 30, 2025	+	\$21,025.00
Less RCA expenditures, 1998-1999	-	\$4,342,362.00
Less rehabilitation expenditures thru September 30, 2020	-	\$2,288,555.00
Less housing activity through September 30, 2020	-	\$625,867.82
Less anticipated rehabilitation expenditure, October 1, 2020-June 30, 2025	-	\$50,000.00
Total	=	\$4,543,463.46
30 percent requirement	$\times 0.30 =$	\$1,363,039.04
Less affordability assistance expenditures through September 30, 2020	-	\$1,270,000.00
Projected minimum affordability assistance requirement	=	\$93,039.04
Projected minimum very low-income affordability assistance requirement	$\div 3 =$	\$31,013.01

Administrative Expenses

In accordance with *N.J.A.C. 5:93-8.16(e)*, no more than 20% of the revenues collected each year will be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to prepare or implement a rehabilitation program, a new construction program, a housing element and fair share plan, and/or an affirmative marketing program. Table SP-3 shows the calculation of projected allowed administrative expenditures.

Table SP-3. Projected Allowed Administrative Expense.

Actual development fees through September 30, 2020		\$9,766,454.42
Actual interest earned through September 30, 2020	+	\$557,018.86
Development fees projected, October 1, 2020-June 30, 2025	+	\$1,505,750.00
Interest projected, October 1, 2020-June 30, 2025	+	\$21,025.00
Total	=	\$11,850,248.28
20 percent maximum permitted administrative expenses	x 0.20 =	\$2,370,049.66
Less administrative expenditures through September 30, 2020	-	\$1,247,736.66
Projected allowed administrative expenditures	=	\$1,122,313.00

Moorestown will not expend for administrative purposes in excess of the formula in Table SP-3 above.

THIRD ROUND EXPENDITURES

The Township has a Rehabilitation obligation of 19 units and has allocated \$50,000 for rehabilitation expenditures for renter-occupied units. The Township anticipates, however, that the bulk of interest by low- and moderate-income households will be from owner occupants, and so will continue its participation in the Burlington County Home Improvement Program, which makes rehabilitation funds available only to owner-occupants. The Township plans to spend \$1 million in a partnership with Community Options to fund the creation of 20 group home bedrooms serving very low-income individuals with special needs, thus satisfying its affordability assistance requirement, including its very low-income affordability assistance requirement. The program will require the purchase and conversion of four or five single-family homes. The Township will also provide a contribution of \$3.375 million toward the 100% affordable development at Centerton Road.

Table SP-4 details projected expenditures from the Township's Affordable Housing Trust Fund during the Third Round.

Table SP-4. Projected Expenditures - Housing Trust Fund – Q4 2020 through 2025 Q2

Year							
Source of Funds	Q4 2020	2021	2022	2023	2024	2025 (Q1&Q2)	Total
Rehabilitation	\$0	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$50,000
Community Options	\$250,000	\$250,000	\$250,000	\$250,000	\$0	\$0	\$1,000,000
Centerton Road	\$0	\$3,375,000	\$0	\$0	\$0	\$0	\$3,375,000
Administrative	\$59,073	\$236,275	\$236,275	\$236,275	\$236,275	\$118,140	\$1,122,313
Total	\$309,073	\$3,871,275	\$496,275	\$496,275	\$246,275	\$128,140	\$5,547,313

As noted in the amended Housing Element and Fair Share Plan, should the developer of the Nagle Tract not secure tax credits for a mixed-income development, that project will revert to an inclusionary development. In that instance, the Township reserves the right to petition the Court to amend this Spending Plan to add funds for a Market-to-Affordable program and an Accessory Apartment program, as described in the Amended Housing Element and Fair Share Plan, to make up any shortfall.

SHORTFALL OR EXCESS OF FUNDS

On December 30, 2008, the governing body of Moorestown Township adopted a resolution agreeing to fund any shortfall of funds required for implementing its adopted Housing Element and Fair Share Plan. As part of the 2019 plan, the Township Council adopted on December 16, 2019, Resolution 216-2019 establishing an intent to fund any shortfall of funds required for implementing its adopted Housing Element and Fair Share Plan. In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to produce additional affordable housing through these programs or pursuant to a Court-approved amendment to this Spending Plan.

BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with Chapter 97-5 of the Code of the Township of Moorestown to the extent that such funds are paid pursuant to law to ensure the adaptability of low- and moderate-income units for barrier free accessibility in accordance with N.J.A.C. 5:97-3.14.

SUMMARY

The Township of Moorestown intends to spend affordable housing trust fund revenues pursuant to the regulations governing such funds and consistent with the amended Third Round Housing Element and Fair Share Plan.

Moorestown has an affordable housing trust fund balance of \$768,367.13 as of September 30, 2020 and anticipates an additional \$3,526,775 in revenues during remainder of the Third Round for a total of approximately \$4,295,142. A summary of the Township’s spending plan is found in Table SP-4. The municipality will dedicate all of its trust fund revenue towards the aforementioned affordable housing programs as well as administrative costs, and will seek outside funds or bond for the anticipated shortfall, as necessary.

Table SP-5. Summary of the Spending Plan

Balance as of September 30, 2020		\$768,367
PROJECTED REVENUE OCTOBER 11, 2020 – JUNE 30, 2025		
Development Fees	+	\$1,505,750
PILOC – Cameron General Contractors	+	\$2,000,000
Interest	+	\$21,025
Total	=	\$4,295,142
PROJECTED EXPENDITURES OCTOBER 1, 2020 – JUNE 30, 2025		
Rehabilitation (2 rental units)	-	\$50,000
Group homes – Community Options	-	\$1,000,000
100% Affordable – Centerton Road	-	\$3,375,000
Administration (not to exceed)	-	\$1,122,313
Total Projected Expenditures	=	\$5,547,313
Remaining Balance	=	(\$1,252,171)

Appendix O

Zoning Ordinance Amendment for Implementation

Article XI-A

- AMF-1 District
- AMF-2 District
- AMF-3 District
- AMF-4 District
- AMF-5 District
- AMF-6 District
- AMF-7 District
- Amended LTC District
- Accessory Apartments
- Mandatory Set-Aside

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 6-2020

**AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN
AMENDING CHAPTER 180 ENTITLED “ZONING” OF THE TOWNSHIP
OF MOORESTOWN BY REZONING A PORTION OF LAND AS AMF-1
AFFORDABLE MULTI-FAMILY ZONING DISTRICT, AND MODIFYING THE
STANDARDS OF THE AMF-1 ZONING DISTRICT**

WHEREAS, in accordance with the New Jersey Supreme Court’s decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township of Moorestown (“Township”) filed an action with the Burlington County Superior Court of New Jersey, entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan; and

WHEREAS, to resolve the litigation, the Township entered into both a Settlement Agreement, and Amended Settlement Agreements, with Fair Share Housing Center (FHSC) that provides various mechanisms that will provide for the development of affordable housing in the Township of Moorestown, one of which is the development of a municipally sponsored 100% affordable multi-family housing community; and

WHEREAS, the Township identified a parcel of property located at 307 Harper Drive, also known as Block 3201, Lot 3 (the “Harper Site”), as a suitable location for the development of the municipally sponsored 100% affordable multi-family housing community; and

WHEREAS, by Ordinance 34-2019, the Township Council for the Township of Moorestown re-zoned the Harper Site from the SRC-1 zoning district to AMF-1 (Affordable Housing Multi-Family Residence 1 District) in order to allow for the intended development of the property as affordable housing; and

WHEREAS, by deed dated December 27, 2019, the Township acquired title to 307 Harper Drive from 312 Route 38, LLC; and

WHEREAS, in order to provide adequate space for the construction of the municipally sponsored 100% affordable multi-family housing community, the Township has entered into a contract to acquire an additional .56 acres of property from adjacent 312 Route 38, also known as Block 3201, Lot 4 (hereafter “Subdivided Property”); and

WHEREAS, the Subdivided Property is the subject of an application pending before the Moorestown Township Planning Board which is seeking, among other relief, the approval of an application for minor subdivision which will separate the Subdivided Property from Lot 4 to enable it to be sold to the Township and consolidated with existing Block 3201, Lot 3 owned by the Township; and

WHEREAS, the purpose of this Ordinance is to re-zone the Subdivided Property from the existing SRC-1 Zoning District to the AMF-1 Zoning District, as well as to make minor modifications to the bulk standards in the AMF-1 Zoning District to facilitate the intended development of the municipally sponsored 100% affordable multi-family housing community; and

WHEREAS, the Township of Moorestown, as a municipality in the State of New Jersey, hereby declares that, pursuant to the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, the Ordinance promotes the public health, safety, morals, and general welfare and that it implements the preliminary compliance plan included in the Settlement Agreement with FSHC, as well as advances the Township's efforts to meet its constitutional obligation to provide its fair share of very low, low and moderate income housing; and

WHEREAS, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. §180-4, Zoning Map; Boundaries, is hereby modified to apply the following zoning district to the property identified below to create a location for meeting its affordable housing obligations, as follows:

Block(s)	Lot(s)	Existing District	New District
3201	Portion of Lot 4 as set forth on Exhibit A	SRC-1	AMF-1

Section 2. §180-33.2. AMF-1 Affordable Multi-Family 1 Residence District is hereby changed as follows:

-D.(1)(c) pertaining to perimeter setbacks from the property line, is amended to delete the measurement "fifty (50) feet from a public street" and replace it with the following: "thirty-five (35) feet from a front property line".

-D. (1)(d) pertaining to setbacks from property lines for parking areas and driveways is amended to delete the measurement "twenty-five feet (25)" and replace it with the following: "ten (10)."

-D. (6) pertaining to maximum building length through the long axis is amended to delete the measurement "240" and replace it with "260".

-D. (8) pertaining to parking space requirements is amended to delete the number "1.5" and replace it with the following: "1.25". Further, the second sentence in this subsection is deleted.

-D. (9)(a) pertaining to landscape buffer requirements is amended to delete the measurement "twenty (20)" and replace it with the following: "ten (10)".

-E. Additional Design Requirements is amended by deleting subsection (1) and renumbering the remaining subsections accordingly.

Section 3. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 4. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

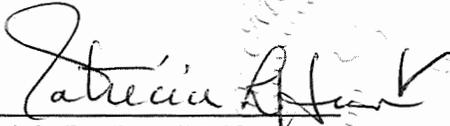
Section 5. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 6. Effective Date. This Ordinance shall take effect twenty (20) days after final passage, transmittal to the Burlington County Planning Board, and publication according to law.

CERTIFICATION

I, Patricia L. Hunt, Township Clerk, hereby certify that the attached is a true and correct copy of Ordinance No. 6-2020 which was introduced and adopted on first reading on February 24, 2020 and heard on second reading and was duly adopted by the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey at a meeting of the Township Council held on April 6, 2020.

VOTE:	
GILLESPIE	YES
DONNELLY	YES
LOCATELL	YES
NAPOLITANO	YES
PETRIELLO	YES


Patricia L. Hunt, RMC
Township Clerk



LEGAL DESCRIPTION
FOR PROPOSED LOT CONVEYANCE
FROM LOT 4 TO LOT 3, BLOCK 3201
TOWNSHIP OF MOORESTOWN,
BURLINGTON COUNTY, NEW JERSEY

ALL that certain lot, piece or parcel of land, thereon erected, situate, lying and being in the Township of Moorestown, County of Burlington and State of New Jersey:

BEGINNING at a found concrete monument on the common point of Lots 2 & 5, Block 3201, said point being South 36 degrees 28 minutes 08 seconds East, 692.26 feet along the common line of Lots 4 & 5, from a point in the Southeasterly line of New Jersey State Highway Route 38 (110 feet wide), and extending; thence

1. South 53 degrees 31 minutes 52 seconds West, along the northerly line of existing Lot 3, Block 3201, a distance of 402.34 feet to a found concrete monument in the Easterly line of East Gate Drive (variable width); thence
2. Along the Easterly line of said road, North 46 degrees 11 minutes 31 second West, a distance of 60.87 feet to a set iron pin; thence
3. North 53 degrees 31 minutes 52 seconds East, along the southerly line of proposed Lot 4, Block 3201, a distance of 412.63 feet to a point; hence
4. Along Lot 5, South 36 degrees 28 minutes 08 seconds East, a distance of 60.00 feet to the point and place of BEGINNING.

Containing within said bounds 24,447.62 S.F. (0.56 Acres) of land.

Note: For Informational Purposes Only: BEING part of Existing Lot 4, Block 3201 on a Tax Map of the Township of Moorestown, Burlington County.

Subject to any and all Restrictions and Easements of Record.

Robert R. Stout, PLS
New Jersey License # 38421

Date

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 7-2019

**AN ORDINANCE OF THE TOWNSHIP OF
MOORESTOWN AMENDING CHAPTER 180
ENTITLED “ZONING” BY REVISING DEFINITIONS,
ARTICLE XIA, THE L-MR DISTRICT AND CREATING
THE AMF-2 DISTRICT IN FURTHERANCE OF THE
FAIR HOUSING ACT**

WHEREAS, the Township of Moorestown entered into a Settlement Agreement with Fair Share Housing Center on March 16, 2018 that determines the municipality’s affordable housing obligation and the preliminary compliance plan for how the obligation will be addressed; and

WHEREAS, the Township’s preliminary compliance plan for affordable housing was the subject of a fairness hearing before the Hon. Ronald Bookbinder, A.J.S.C. on August 8, 2018 at which time the municipality’s plan was deemed fair to the very low, low and moderate income population in New Jersey and codified in an order issued on August 28, 2018; and

WHEREAS, the Planning Board adopted a Reexamination Report of the Master Plan, dated December 6, 2018, that reviews and analyzes the land use and development policy of the Township of Moorestown, including the need for the implementation of the Housing Element and Fair Share Plan of the municipality through ordinance amendment; and

WHEREAS, the Planning Board of the Township of Moorestown adopted a Housing Element and Fair Share Plan, as well as a modified Land Use Plan Element of the Master Plan on April 4, 2019, that addresses the municipality’s affordable housing obligations in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Land Use Plan Element; and

WHEREAS, the Township of Moorestown, as a municipality in the State of New Jersey, hereby declares that, pursuant to the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, the Ordinance promotes the public health, safety, morals, and general welfare and that it implements the preliminary compliance plan included in the Settlement Agreement with FSHC, as well as advances the Township’s efforts to meet its constitutional obligation to provide its fair share of very low, low and moderate income housing; and

WHEREAS, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to Municipal Land Use Law at N.J.S.A. 40:55D-15 and N.J.S.A.40:55D-62.1.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. §180-2, Definitions, is hereby modified by replacing, adding, or revising the following definitions:

ACCESSORY APARTMENT: A self-contained residential dwelling unit with a kitchen, bathroom, sleeping quarters and a private entrance which is created to be occupied by a low or moderate income household.

CONTINUING – CARE FACILITY FOR THE ELDERLY: *See* Continuing Care Retirement Community.

CONTINUING CARE RETIREMENT COMMUNITY: An age-restricted development for persons 62 years of age or older that provides a continuum of accommodations and care, from independent living to long-term bed care and which enters into contracts to provide lifelong care in exchange for the payment of monthly fees plus an entrance fee in excess of one year of monthly fees conforming to N.J.S.A. 52:27D-330 et seq.

INCLUSIONARY DEVELOPMENT: A development containing both affordable dwellings and dwellings for occupants without income restriction. This term includes, but is not limited to, new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

SENIOR CONGREGATE CARE COMMUNITY: A building or complex of buildings for persons 55 years of age or older that consists of multiple dwellings and/or townhouses that offers communal dining facilities and services, such as housekeeping, organized social and recreational activities, transportation services, and other similar support services for residents.

Section 2. The heading of Article XIA, L-MR Low- and Moderate Income Residence Districts, shall be renamed Article XIA, Residence Districts with Affordable Housing. The L-MR Low and Moderate Income Residence Districts regulations shall be renumbered such that §180-33.1, Use Restriction and Regulations shall become §180.33.7; §180-33.2, Area Restrictions and Regulations shall become §180-33.8; §180-33.3, Height Restrictions and Regulations shall become §180-33.9 and §180-33.4, Site Design Conditions, shall become §180-33.10. §§180-33.3 through -33.6 shall be Reserved.

Section 3. §180-3, Establishment of Zoning Districts, is hereby revised as follows:

§ 180-3 Establishment of Zoning Districts.

For the purposes of this chapter, the area of the Township of Moorestown is hereby divided into zones, districts, or zoning districts designated respectively as follows:

Symbol	Zoning District
R-1	Residence Districts
R-1-A	Residence Districts
R-1-Aa	Residence Districts
R-1-A-OS	Residence Districts Open Space
R-2	Residence Districts
R-3	Residence Districts
SC-1	Senior Citizen Residence 1 Districts
AR-1	Age-Qualified Residence 1 Districts
AMF-1	Affordable Multi-Family Residence 1 District
AMF-2	Affordable Multi-Family Residence 2 District
L-MR	Low- and Moderate Income Residence Districts
R3-TH	Residence Districts
R/PO	Residential/Professional Office Districts
RTC-1	Residence Town Center-1 Districts
RTC-2	Residence Town Center-2 Districts
CIO	Commercial-Institutional Office Districts
CRO	Commercial-Retail Office Districts
CHS	Commercial-Highway Service Districts
RLC	Residence-Limited Commercial Districts
C	Commercial Districts
SRC	Specially Restricted Commercial Districts
SRC-1	Specially Restricted Commercial 1 Districts
SRC-2	Specially Restricted Commercial 2 Districts
LTC	Lenola Town Center District
SRI	Specially Restricted Industrial Districts

Section 4. §180-4, Zoning Map; Boundaries, is hereby modified to apply the following zoning district to the block and part of lot as indicated on the tax assessment maps of the Township of Moorestown to create a location for meeting its affordable housing obligations, as follows:

Block(s)	Lot	Existing District	New District
8801	P/O 4.03 (Centerton Road)	SRC-2	AMF-2

The zoning district line on Block 8801, part of Lot 4.03 shall be set on the southerly side of the 25-foot wide sanitary sewer easement labeled as the Mt. Holly Sewer Authority (officially, the Mount Holly Municipal Utilities Authority) as depicted on Plate 88 of the tax assessment maps of the Township of Moorestown to the intersection with Block 8801, Lot 4.01. South and east of the line shall be designated the AMF-2 district.

Section 5. Article XIA, Residence Districts with Affordable Housing, is hereby added as follows:

Article XIA, Residence Districts with Affordable Housing

§ 180-33.1. Purpose and Intent.

The purpose and intent of Article XIA, Residence Districts with Affordable Housing, is for the Township of Moorestown to meet its constitutional obligation to provide for very low, low and moderate income housing in accordance with the Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). Each such district is required to provide for affordable housing in accordance with the Housing Plan Element of the Master Plan and implementing resolutions, ordinances, and agreements constituting the Fair Share Plan. Where such district is inclusionary, as such term is defined in Chapter 97 of the Code of the Township of Moorestown and the Fair Housing Act, the district provides a compensatory benefit over the preceding zoning district's use and/or intensity standards sufficient to address the affordable housing components of the development.

§ 180-33.2. Reserved.

§ 180-33.3. AMF-2, Affordable Multi-Family Residence 2 District

A. Permitted Uses. In the AMF-2, Affordable Multi-Family Residence 2 District, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:

- (1) Age-restricted multiple dwellings.
- (2) Age-restricted townhouses.
- (3) Municipal use.
- (4) Open space.
- (5) Combinations of age-restricted multiple and townhouse dwellings in a building.

- B. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
- (1) Community center for the use of residents and their guests.
 - (2) Common recreational facilities for the use and enjoyment of residents and their guests.
 - (3) Dwelling for manager or other staff of the facility.
 - (4) Maintenance facility.
 - (5) Management office.
 - (6) Minor home occupation in accordance with the requirements of §180-8.G(2) and -G(4).
 - (7) Security office.
 - (8) Social service office for the benefit of residents.
 - (9) Off-street surface parking.
 - (10) Fences, walls and street furniture.
 - (11) Signs.
 - (12) Accessory uses on the same lot and customarily incidental to the principal use.
- C. Required Income Restriction. All dwellings within the AMF-2 district shall be affordable to very low, low and moderate income households except for any unit reserved for the manager or other staff of the facility.
- D. Area, Yard, Height and Building Coverage. Except as otherwise modified, the following bulk standards shall apply to all lots and buildings:
- (1) Tract Requirements.
 - (a) Minimum tract area. The minimum contiguous tract area shall be ten (10) acres.
 - (b) Minimum tract frontage. No minimum lot frontage shall be required for any development in the AMF-2 district, except that the board of jurisdiction shall ensure that such development comports with the provisions of N.J.S.A. 40:55D-36.
 - (c) Tract perimeter setbacks for buildings, parking and access. No building shall be located closer than fifty (50) feet to the perimeter boundary line of the tract. No parking area, loading area, or driveway, excepting for access

to and from a public street, shall be located closer than twenty-five (25) feet to the perimeter boundary line of the tract.

- (2) Density limitation. The number of dwellings shall not exceed six (6) units per gross acre of the tract in the AMF-2 district.
- (3) Maximum building coverage. The maximum building coverage shall be twenty-percent (20%) in the AMF-2 District.
- (4) Maximum impervious surface coverage. The maximum impervious surface coverage shall be forty-five percent (45%) of the total gross acreage of the tract in the AMF-2 District.
- (5) The maximum number of dwellings per building shall not be limited.
- (6) Minimum separation distances between buildings. No orientation of the buildings shall place the front of a building facing the rear of another building. The minimum separation distances between buildings shall be as indicated in the following table:

Requirement	Limitation
Minimum distance from building front to building front	60 feet
Minimum distance from building front to building side	50 feet
Minimum distance from building side to building rear	40 feet
Minimum distance from building rear to building rear	50 feet
Minimum distance from building side to building side	20 feet

- (7) Additional building dimensions. Additional minimum and maximum building dimensions shall be as indicated in the following table:

Requirement	Limitation
Minimum building depth through the short axis	40 feet
Maximum building length through the long axis	180 feet
Maximum height - residential buildings	3 stories and 45 feet
Maximum height – community center	1 ½ stories and 28 feet
Maximum height – maintenance and other buildings	1 story and 18 feet

- (8) Building setbacks from parking spaces, driveways and private streets. The building setback, measured from the edge of paving or curbing to the closest point of a building, shall be a minimum of ten (10) feet.

Section 6. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 7. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 8. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 9. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Burlington County Planning Board, and publication according to law.

NOTICE

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on May 6, 2019. This ordinance will be further considered for final passage by the Township Council at a meeting to be held in the Council Chamber of the Municipal Complex, 111 West Second Street, Moorestown, NJ on May 20, 2019 at 7:30 pm or at any time and place to which such meeting may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance. During the week prior to and including the date of such further consideration, copies will be made available at the Municipal Clerk's Office to any member of the general public who shall request such copies. The ordinance may be viewed in full on the Township's website at <http://www.moorestown.nj.us>.

Patricia L. Hunt, RMC
Township Clerk

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 15-2019

AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN AMENDING CHAPTER 180 ENTITLED “ZONING” OF THE TOWNSHIP OF MOORESTOWN BY CREATING THE AMF-3 DISTRICT IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the Township of Moorestown entered into a Settlement Agreement with Fair Share Housing Center on March 16, 2018 that determines the municipality’s affordable housing obligation and the preliminary compliance plan for how the obligation will be addressed; and

WHEREAS, the Township’s preliminary compliance plan for affordable housing was the subject of a fairness hearing before the Hon. Ronald Bookbinder, A.J.S.C. on August 8, 2018 at which time the municipality’s plan was deemed fair to the very low, low and moderate income population in New Jersey and codified in an order issued on August 28, 2018; and

WHEREAS, the Planning Board adopted a Reexamination Report of the Master Plan, dated December 6, 2018, that reviews and analyzes the land use and development policy of the Township of Moorestown, including the need for the implementation of the Housing Element and Fair Share Plan of the municipality through ordinance amendment; and

WHEREAS, the Planning Board of the Township of Moorestown adopted a Housing Element and Fair Share Plan, as well as a modified Land Use Plan Element of the Master Plan on April 4, 2019, that addresses the municipality’s affordable housing obligations in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Land Use Plan Element; and

WHEREAS, the Township of Moorestown, as a municipality in the State of New Jersey, hereby declares that, pursuant to the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, the Ordinance promotes the public health, safety, morals, and general welfare and that it implements the preliminary compliance plan included in the Settlement Agreement with FSHC, as well as advances the Township’s efforts to meet its constitutional obligation to provide its fair share of very low, low and moderate income housing; and

WHEREAS, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to Municipal Land Use Law at N.J.S.A. 40:55D-15 and in accordance with N.J.S.A.40:55D-62.1.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. §180-3, Establishment of Zoning Districts, is hereby revised as follows:

§ 180-3 Establishment of Zoning Districts.

For the purposes of this chapter, the area of the Township of Moorestown is hereby divided into zones, districts, or zoning districts designated respectively as follows:

Symbol	Zoning District
R-1	Residence Districts
R-1-A	Residence Districts
R-1-Aa	Residence Districts
R-1-A-OS	Residence Districts Open Space
R-2	Residence Districts
R-3	Residence Districts
SC-1	Senior Citizen Residence 1 Districts
AR-1	Age-Qualified Residence 1 Districts
AMF-1	Affordable Multi-Family Residence 1 District
AMF-2	Affordable Multi-Family Residence 2 District
AMF-3	Affordable Multi-Family Residence 3 District
AMF-4	Affordable Multi-Family Residence 4 District
AMF-5	Affordable Multi-Family Residence 5 District
L-MR	Low- and Moderate Income Residence Districts
R3-TH	Residence Districts
R/PO	Residential/Professional Office Districts
RTC-1	Residence Town Center-1 Districts
RTC-2	Residence Town Center-2 Districts
CIO	Commercial-Institutional Office Districts
CRO	Commercial-Retail Office Districts
CHS	Commercial-Highway Service Districts
RLC	Residence-Limited Commercial Districts
C	Commercial Districts
SRC	Specially Restricted Commercial Districts
SRC-1	Specially Restricted Commercial 1 Districts
SRC-2	Specially Restricted Commercial 2 Districts
LTC	Lenola Town Center District
SRI	Specially Restricted Industrial Districts

Section 2. §180-4, Zoning Map; Boundaries, is hereby modified to apply the following zoning district to the block and lots as indicated on the tax assessment maps of the Township of Moorestown to create a location for meeting its affordable housing obligations, as follows:

Block(s)	Lot(s)	Existing District	New District
100	1.01, 1.02, 1.03, 1.05, 1.06 and 1.07 (SBAR)	SRI	AMF-3

Section 3. §180-33.4, Affordable Housing Multi-Family Residence 3 Districts, hereby replaces §180-33.4, Reserved, as follows:

§ 180-33.4. AMF-3, Affordable Multi-Family Residence 3 Districts

- A. Permitted Uses. In the AMF-3, Affordable Multi-Family Residence 3 Districts, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
- (1) Multiple dwellings.
 - (2) Townhouses.
 - (3) Combinations of multiple dwellings and townhouses.
 - (4) Municipal use.
 - (5) Open space.
- B. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
- (1) Community center for the use of residents and their guests.
 - (2) Common recreational facilities for the use and enjoyment of residents and their guests.
 - (3) Dwelling for manager or other staff of the facility.
 - (4) Maintenance facility.
 - (5) Management office.
 - (6) Minor home occupation in accordance with the requirements of §180-8.G(2) and – G(4).
 - (7) Security office.

- (8) Social service office for the benefit of residents.
 - (9) Off-street surface parking and private residential garages.
 - (10) Fences, walls and street furniture.
 - (11) Signs.
 - (12) Accessory uses on the same lot and customarily incidental to the principal use.
- C. Required Income Restriction. In any AMF-3 district, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households. Affordable units shall be restricted, regulated and administered consistent with the Township's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very low-income households and all other provisions of the Township's Affordable Housing Ordinance (Chapter 97-1 et seq.).
- D. Area, Yard, Height and Building Coverage. Except as otherwise modified, the following bulk standards shall apply to all lots and buildings:
- (1) Tract Requirements.
 - (a) Minimum tract area. The minimum contiguous tract area shall be twelve (12) acres.
 - (b) Minimum tract frontage. The minimum frontage on an arterial road shall be five hundred (500) lineal feet in the AMF-3 district.
 - (c) Tract perimeter setbacks for buildings, parking and access. No building shall be located closer than fifty (50) feet to an arterial road, thirty-five (35) feet to any other street and twenty-five (25) feet to any other property line. No parking area or driveway, excepting for access to and from a public street, shall be located closer than twenty-five (25) feet to the perimeter boundary line of the tract.
 - (2) Density limitation. Thirteen (13) units per gross acre in the AMF-3 district.
 - (3) Ratio of dwellings. The number of townhouses, whether singly or in combination with multiple dwellings, shall not be less than fifty percent (50%) of the total number of dwellings.
 - (4) Maximum building coverage. The maximum building coverage shall be thirty percent (30%) of the total gross acreage of the tract.
 - (5) Maximum impervious surface coverage. The maximum impervious surface coverage shall be sixty-five percent (65%) of the total gross acreage of the tract.

- (6) The maximum number of dwellings per building shall not exceed twenty-four (24).
- (7) Minimum separation distances between buildings. No orientation of the buildings shall place the front of a building facing the rear of another building. The minimum separation distances between buildings shall be as indicated in the following table:

Requirement	Limitation
Minimum distance from building front to building front	60 feet
Minimum distance from building front to building side	40 feet
Minimum distance from building side to building rear	40 feet
Minimum distance from building rear to building rear	50 feet
Minimum distance from building side to building side	20 feet

- (8) Additional building dimensions. Additional minimum and maximum building dimensions shall be as indicated in the following table:

Requirement	Limitation
Minimum building depth through the short axis	40 feet
Maximum building length through the long axis	240 feet
Maximum height - residential buildings	3 stories and 45 feet
Maximum height – community center	1 ½ stories and 28 feet
Maximum height – maintenance and other buildings	1 story and 18 feet

- (9) Building setbacks from parking spaces, driveways and private streets. The building setback, measured from the edge of paving or curbing to the closest point of a building, shall be a minimum of ten (10) feet.

E. Buffers and Berms. Landscaping buffers are required to minimize and visually screen any adverse impacts or nuisances on a site or from any adjacent area. Berms may be used to achieve buffering effects in accordance with the regulations herein.

- (1) General requirements. Landscape buffers shall consist of a combination of deciduous trees, conifers, shrubs, berms, and if appropriate, fences or walls in sufficient quantities and sizes to perform their necessary screening function.
- (2) Buffers may be installed in required yard areas. Buffers shall be continuous except for access drives as approved by the board of jurisdiction. Storm water management facilities, parking, dumpster enclosures, accessory buildings or above ground structures, and similar encroachments shall not be permitted in the required buffer area.

- (3) The minimum width of a landscape buffer shall be twenty (20) feet. For any buffer less than twenty-five (25) feet in width, a solid fence shall be incorporated into the buffer landscaping plan, six (6) feet high except where such fence is within twenty-five (25) of a streetline, where such fence shall be three (3) feet high.
- (4) Plant densities and structure requirements. The density of plantings and the requirements for structures shall vary with the width of the buffer in accordance with the following and the following table:

Minimum Plant Density for Buffers

Minimum Buffer Width	Minimum Number of Required Plant Types per 100 Lineal Feet			
	Large or Medium Trees	Small or Ornamental Trees	Evergreens and Conifers	Shrubs
15 feet	3	4	9	20
20 feet	4	6	10	24
25 feet	5	8	15	30
40 feet	6	9	18	36
50 feet	8	12	24	48
75 feet	10	15	30	60

- (5) Any buffer less than twenty-five (25) feet in width shall incorporate a fence or wall into the landscape design.
- (6) Existing vegetation may substitute for all or part of the required buffer plantings and may be accepted in lieu of new plantings at the discretion of the Planning Board or Zoning Board, as the case may be.

Section 4. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 5. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 6. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 7. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Burlington County Planning Board, and publication according to law.

NOTICE

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on June 17, 2019. This ordinance will be further considered for final passage by the Township Council at a public hearing to be held in the Council Chamber of the Municipal Complex, 111 West Second Street, Moorestown, NJ on July 22, 2019 at 7:30 pm or at any time and place to which such hearing may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance. During the week prior to and including the date of such further consideration, copies will be made available at the Municipal Clerk's Office to any member of the general public who shall request such copies. The ordinance may be viewed in full on the Township's website at <http://www.moorestown.nj.us>.

Patricia L. Hunt, RMC
Township Clerk

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 10-2019

**AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN
AMENDING CHAPTER 180 ENTITLED “ZONING”
OF THE TOWNSHIP OF MOORESTOWN BY REVISING ARTICLE XIA TO
CREATE THE AMF-4 DISTRICT IN FURTHERANCE OF THE FAIR HOUSING ACT**

WHEREAS, the Township of Moorestown entered into a Settlement Agreement with Fair Share Housing Center on March 16, 2018 that determines the municipality’s affordable housing obligation and the preliminary compliance plan for how the obligation will be addressed; and

WHEREAS, the Township’s preliminary compliance plan for affordable housing was the subject of a fairness hearing before the Hon. Ronald Bookbinder, A.J.S.C. on August 8, 2018 at which time the municipality’s plan was deemed fair to the very low, low and moderate income population in New Jersey and codified in an order issued on August 28, 2018; and

WHEREAS, the Planning Board adopted a Reexamination Report of the Master Plan, dated December 6, 2018, that reviews and analyzes the land use and development policy of the Township of Moorestown, including the need for the implementation of the Housing Element and Fair Share Plan of the municipality through ordinance amendment; and

WHEREAS, the Planning Board of the Township of Moorestown adopted a Housing Element and Fair Share Plan, as well as a modified Land Use Plan Element of the Master Plan on April 4, 2019, that addresses the municipality’s affordable housing obligations in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Land Use Plan Element; and

WHEREAS, the Township of Moorestown, as a municipality in the State of New Jersey, hereby declares that pursuant to the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, that the Ordinance promotes the public health, safety, morals, and general welfare and that it implements the preliminary compliance plan included in the Settlement Agreement with FSHC, as well as advances the Township’s efforts to meet its constitutional obligation to provide its fair share of very low, low and moderate income housing; and

WHEREAS, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to Municipal Land Use Law at N.J.S.A. 40:55D-15, and in accordance with 40:55D-62.1.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. §180-3, Establishment of Zoning Districts, is hereby revised as follows:

§ 180-3 Establishment of Zoning Districts.

For the purposes of this chapter, the area of the Township of Moorestown is hereby divided into zones, districts, or zoning districts designated respectively as follows:

Symbol	Zoning District
R-1	Residence Districts
R-1-A	Residence Districts
R-1-Aa	Residence Districts
R-1-A-OS	Residence Districts Open Space
R-2	Residence Districts
R-3	Residence Districts
SC-1	Senior Citizen Residence 1 Districts
AR-1	Age-Qualified Residence 1 Districts
AMF-1	Affordable Multi-Family Residence 1 District
AMF-2	Affordable Multi-Family Residence 2 District
AMF-4	Affordable Multi-Family Residence 4 District
AMF-5	Affordable Multi-Family Residence 5 District
L-MR	Low- and Moderate Income Residence Districts
R3-TH	Residence Districts
R/PO	Residential/Professional Office Districts
RTC-1	Residence Town Center-1 Districts
RTC-2	Residence Town Center-2 Districts
CIO	Commercial-Institutional Office Districts
CRO	Commercial-Retail Office Districts
CHS	Commercial-Highway Service Districts
RLC	Residence-Limited Commercial Districts
C	Commercial Districts
SRC	Specially Restricted Commercial Districts
SRC-1	Specially Restricted Commercial 1 Districts
SRC-2	Specially Restricted Commercial 2 Districts
LTC	Lenola Town Center District
SRI	Specially Restricted Industrial Districts

Section 2. §180-4, Zoning Map; Boundaries, is hereby modified to apply the following zoning district to the block and lots as indicated on the tax assessment maps of the Township of Moorestown, to create locations for meeting its affordable housing obligations, as follows:

Block(s)	Lot(s)	Existing District	New District
4801	18 & 20 (MRD)	R/PO	AMF-4

Section 3. §180-33.5, Affordable Housing Multi-Family 4 Residence District, hereby replaces §180-33.5, Reserved, as follows:

§ 180-33.5. AMF-4, Affordable Multi-Family 4 Residence District

- A. Permitted Uses. In the AMF-4 Affordable Multi-Family 4 Residence District, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
- (1) Multiple dwellings.
 - (2) Municipal use.
 - (3) Open space.
- B. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
- (1) Community center for the use of residents and their guests.
 - (2) Common recreational facilities for the use and enjoyment of residents and their guests.
 - (3) Dwelling for manager or other staff of the facility.
 - (4) Maintenance facility.
 - (5) Management office.
 - (6) Minor home occupation in accordance with the requirements of §180-8.G(2) and –G(4).
 - (7) Security office.
 - (8) Social service office for the benefit of residents.
 - (9) Off-street surface parking.

- (10) Fences, walls and street furniture.
 - (11) Signs.
 - (12) Accessory uses on the same lot and customarily incidental to the principal use.
- C. Required Income Restriction. In any AMF-4 district, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households.
- D. Area, Yard, Height and Building Coverage. Except as otherwise modified, the following bulk standards shall apply to all lots and buildings:
- (1) Area and Yard Requirements.
 - (a) Minimum tract area. The minimum contiguous tract area shall be ten acres (10) acres.
 - (b) Minimum tract frontage. The minimum frontage on an arterial road shall be four hundred (400) lineal feet.
 - (c) Minimum front yard setback for buildings shall be seventy-five (75) feet.
 - (d) Minimum side yard setback for buildings shall be seventy-five (75) feet.
 - (e) Minimum rear yard setback for buildings shall be sixty-five (65) feet.
 - (f) Setbacks for parking lots, aisles and public access. No parking or loading area, aisle, or driveway, excepting for access to and from a public street, shall be located closer than twenty-five (25) feet to a streetline and twenty (20) feet to any other tract boundary.
 - (2) Density limitation. The number of dwellings shall not exceed fourteen and three-quarters (14.75) units per gross acre in the AMF-4 district.
 - (3) Maximum building coverage. The maximum building coverage shall be fifteen percent (15%) of the total gross acreage of the tract.
 - (4) Maximum impervious surface coverage. The maximum impervious surface coverage shall be forty-five percent (45%) of the total gross acreage of the tract.
 - (5) The maximum number of dwellings per building shall not exceed sixty-four (64).
 - (6) The minimum separation distance between buildings shall be fifty (50) feet.
 - (7) Additional building dimensions. Additional minimum and maximum building dimensions shall be as indicated in the following table:

Requirement	Limitation
Minimum building depth through the short axis	40 feet
Maximum building length through the long axis	200 feet
Maximum height - residential buildings	4 stories and 65 feet
Maximum height – community center	1 ½ stories and 28 feet
Maximum height – maintenance and other buildings	1 story and 18 feet

- (8) Building setbacks from parking spaces, driveways and private streets. The building setback, measured from the edge of paving or curbing to the closest point of a building, shall be a minimum of ten (10) feet. This provision shall not apply to garage driveways also used for parking.

E. Additional Design Requirements

- (1) Any building elevation facing a public street shall be designed to give the appearance of three stories and a roof with dormers, balconies and other openings, when the building is four stories in height. This design appearance shall not be construed to affect the usability of the full fourth floor for habitable purposes.
- (2) Parking space requirement: 1.5 parking spaces per dwelling unit. Accordingly, a de minimus exception from the residential site improvement standards (RSIS), N.J.A.C. 5:21-4.14, Table 4.4, is permitted.

F. Buffers and Berms. Landscaping buffers are required to minimize and visually screen any adverse impacts or nuisances on a site or from any adjacent area. Berms may be used to achieve buffering effects in accordance with the regulations herein.

- (1) General requirements. Landscape buffers shall consist of a combination of deciduous trees, conifers, shrubs, berms, and if appropriate, fences or walls in sufficient quantities and sizes to perform their necessary screening function.
- (2) Buffers may be installed in required yard areas. Buffers shall be continuous except for access drives as approved by the board of jurisdiction. Storm water management facilities, parking, dumpster enclosures, accessory buildings or above ground structures, and similar encroachments shall not be permitted in the required buffer area.
- (3) The minimum width of a landscape buffer shall be twenty (20) feet. For any buffer less than twenty-five (25) feet in width, a solid fence shall be incorporated into the buffer landscaping plan, six (6) feet high except where such fence is within twenty-five (25) of a streetline, where such fence shall be three (3) feet high.
- (4) Plant densities and structure requirements. The density of plantings and the requirements for structures shall vary with the width of the buffer in accordance with the following and the following table:

Minimum Plant Density for Buffers

Minimum Buffer Width	Minimum Number of Required Plant Types per 100 Lineal Feet			
	Large or Medium Trees	Small or Ornamental Trees	Evergreens and Conifers	Shrubs
15 feet	3	4	9	20
20 feet	4	6	10	24
25 feet	5	8	15	30
40 feet	6	9	18	36
50 feet	8	12	24	48
75 feet	10	15	30	60

- (5) Any buffer less than twenty-five (25) feet in width shall incorporate a fence or wall into the landscape design.
- (6) Existing vegetation may substitute for all or part of the required buffer plantings and may be accepted in lieu of new plantings at the discretion of the Planning Board or Zoning Board, as the case may be.

Section 4. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 5. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 6. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 7. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Burlington County Planning Board, and publication according to law.

NOTICE

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on May 20, 2019. This ordinance will be further considered for final passage by the Township Council at a meeting to be held in the Council Chamber of the Municipal Complex, 111 West Second Street, Moorestown, NJ on June 10, 2019 at 7:30 pm or at any time and place to which such meeting may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance. During the week prior to and including the date of such further consideration, copies will be made available at the Municipal Clerk's Office to any member of the general public who shall request such copies. The ordinance may be viewed in full on the Township's website at <http://www.moorestown.nj.us>.

Patricia L. Hunt, RMC
Township Clerk

PROPOSED CHANGES
IN RED

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 8-2019

**AN ORDINANCE OF THE TOWNSHIP OF
MOORESTOWN AMENDING CHAPTER 180 ENTITLED
"ZONING" OF THE TOWNSHIP OF MOORESTOWN BY
CREATING THE AMF-5 DISTRICT IN FURTHERANCE
OF THE FAIR HOUSING ACT**

WHEREAS, the Township of Moorestown entered into a Settlement Agreement with Fair Share Housing Center on March 16, 2018 that determines the municipality's affordable housing obligation and the preliminary compliance plan for how the obligation will be addressed; and

WHEREAS, the Township's preliminary compliance plan for affordable housing was the subject of a fairness hearing before the Hon. Ronald Bookbinder, A.J.S.C. on August 8, 2018 at which time the municipality's plan was deemed fair to the very low, low and moderate income population in New Jersey and codified in an order issued on August 28, 2018; and

WHEREAS, the Planning Board adopted a Reexamination Report of the Master Plan, dated December 6, 2018, that reviews and analyzes the land use and development policy of the Township of Moorestown, including the need for the implementation of the Housing Element and Fair Share Plan of the municipality through ordinance amendment; and

WHEREAS, the Planning Board of the Township of Moorestown adopted a Housing Element and Fair Share Plan, as well as a modified Land Use Plan Element of the Master Plan on April 4, 2019, that addresses the municipality's affordable housing obligations in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Land Use Plan Element; and

WHEREAS, the Township of Moorestown, as a municipality in the State of New Jersey, hereby declares that, pursuant to the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, the Ordinance promotes the public health, safety, morals, and general welfare and that it implements the preliminary compliance plan included in the Settlement Agreement with FSHC, as well as advances the Township's efforts to meet its constitutional obligation to provide its fair share of very low, low and moderate income housing; and

WHEREAS, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to Municipal Land Use Law at N.J.S.A. 40:55D-15 and N.J.S.A.40:55D-62.1.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. §180-3, Establishment of Zoning Districts, is hereby revised as follows:

§ 180-3 Establishment of Zoning Districts.

For the purposes of this chapter, the area of the Township of Moorestown is hereby divided into zones, districts, or zoning districts designated respectively as follows:

Symbol	Zoning District
R-1	Residence Districts
R-1-A	Residence Districts
R-1-Aa	Residence Districts
R-1-A-OS	Residence Districts Open Space
R-2	Residence Districts
R-3	Residence Districts
SC-1	Senior Citizen Residence 1 Districts
AR-1	Age-Qualified Residence 1 Districts
AMF-1	Affordable Multi-Family Residence 1 District
AMF-2	Affordable Multi-Family Residence 2 District
AMF-5	Affordable Multi-Family Residence 5 District
L-MR	Low- and Moderate Income Residence Districts
R3-TH	Residence Districts
R/PO	Residential/Professional Office Districts
RTC-1	Residence Town Center-1 Districts
RTC-2	Residence Town Center-2 Districts
CIO	Commercial-Institutional Office Districts
CRO	Commercial-Retail Office Districts
CHS	Commercial-Highway Service Districts
RLC	Residence-Limited Commercial Districts
C	Commercial Districts
SRC	Specially Restricted Commercial Districts
SRC-1	Specially Restricted Commercial 1 Districts
SRC-2	Specially Restricted Commercial 2 Districts

Symbol	Zoning District
LTC	Lenola Town Center District
SRI	Specially Restricted Industrial Districts

Section 2. §180-4, Zoning Map; Boundaries, is hereby modified to apply the following zoning district to the block and lots as indicated on the tax assessment maps of the Township of Moorestown to create a location for meeting its affordable housing obligations, as follows:

Block(s)	Lot(s)	Existing District	New District
8801	4.02 P/O 4.03 (Centerton Road)	SRC-2	AMF-5

The zoning district line on Block 8801, part of Lot 4.03 shall be set on the southerly side of the 25-foot wide sanitary sewer easement to the Mt. Holly Sewer Authority (officially, the Mount Holly Municipal Utilities Authority) as depicted on Plate 88 of the tax assessment maps of the Township of Moorestown to the intersection with Block 8801, Lot 4.01. North and west of the line shall be designated the AMF-5 district to the right-of-way line of Centerton Road.

Section 3. §180-33.6, Affordable Housing Multi-Family 5 Residence District, hereby replaces §180-33.6, Reserved, as follows:

§ 180-33.6. AMF-5, Affordable Multi-Family Residence 5 District

- A. Permitted Uses. In the AMF-5 Affordable Multi-Family Residence 5 District, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
- (1) Continuing care retirement community.
 - (2) Senior congregate care community.
 - (3) Age-restricted multiple dwellings.
 - (4) Municipal use.
 - (5) Open space.
- B. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
- (1) Community center for the use of residents and their guests.
 - (2) Common recreational facilities for the use and enjoyment of residents and their guests.
 - (3) Dwelling for manager or other staff of the facility.

- (4) Indoor and outdoor recreation facilities.
- (5) Maintenance facility.
- (6) Management office.
- (7) Minor home occupation in accordance with the requirements of §180-8.G(2) and -G(4).
- (8) Personal services for residents.
- (9) Security office.
- (10) Social service office for the benefit of residents.
- (11) Off-street surface parking.
- (12) Fences, walls and street furniture.
- (13) Signs.
- (14) Accessory uses on the same lot and customarily incidental to the principal use.

C. Required Income Restriction and Allowed Compliance. In any AMF-5 district, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households for for-sale dwellings and fifteen percent (15%) for rental development. The percentages shall be calculated on the total number of income-restricted and non – income-restricted dwellings. Notwithstanding any other provision to the contrary, the units may be provided on site, on tract, or off-site as permitted by the board of jurisdiction, or by any other provision by the board of jurisdiction that ensures the development of very low, low and moderate income housing in accordance with the Housing Element of the Master Plan. The board of jurisdiction may seek the recommendation of the Low and Moderate Income Housing Oversight Committee on the means of satisfying this provision.

D. Area, Yard, Height and Building Coverage. Except as otherwise modified, the following bulk standards shall apply to all lots and buildings:

- (1) Minimum lot area: Seven (7) acres
- (2) Minimum lot width: Five hundred (500) feet
- (3) Minimum lot depth: Four hundred (400) feet
- (4) Minimum yard regulations:
 - (a) Minimum front yard: One hundred (100) feet except that a porte-cochere may extend into the front yard no more than ~~thirty five (35)~~ feet from the front façade of the building.

FORTY (40)

- (b) Minimum side yard: ~~Fifty (50)~~ ^{FORTY (40)} feet
- (c) Minimum rear yard: ~~Fifty (50)~~ ^{FORTY (40)} feet
- (5) Maximum density: The number of dwellings shall not exceed sixteen (16) units per gross acre of the lot.
- (6) Maximum building coverage shall not exceed thirty percent (30%) of total lot area.
- (7) Maximum impervious surface coverage shall not exceed sixty percent (60%) of total lot area.
- (8) Maximum building height shall not exceed three (3) stories and sixty (60) feet.
- (9) §180-94, Special Setbacks, shall not apply to any development in the AMF-5 District.
- E. Site Design Regulations. The following additional regulations shall apply to any site development in the AMF-5 District:
- (1) Parking and loading requirements:
- (a) One and one quarter (1.25) parking spaces per dwelling unit shall be provided. Accordingly, a de minimis exception from the Residential Site Improvement Standards (RSIS), pursuant to N.J.A.C. 5:21-4.14 Table 4.4, may be permitted.
- (b) Off-street parking and loading may be located within yards, but shall not be located less than fifty (50) feet from a front property line and thirty (30) feet from any other property line. §180-39.6 shall not apply to any development in the AMF-5 district.
- (2) Buffers and Landscaping. The following buffer and landscaping requirements shall apply in the AMF-5 district:
- (a) A landscaped buffer of not less than fifty (50) feet in width shall be provided adjacent to any street line. Buffers shall be comprised of landscaping, which shall be of a sufficient quantity and size to effectively frame the structure and obscure the public view of parking and loading areas. In addition, shade or ornamental trees shall be provided in the buffer at the rate of one per one thousand (1,000) sf. of buffer area. Existing vegetation may be accepted as the required buffer; however, the board of jurisdiction may require supplemental planting where existing vegetation does not provide adequate screening.
- (b) A landscaped buffer of not less than twenty-five (25) feet in width shall be provided along any common property line in a side or rear yard. Buffers may be comprised of fences and landscaping, which shall be of a sufficient quantity and size to screen parked automobiles from view of

those at grade or first floor level in adjacent homes and to prevent the shining of automobile head lights into the yards of adjacent property. In general, this buffer shall provide a visual screen between the parking areas in the immediate vicinity of the residentially zoned property at an elevation of no less than seven feet above the finished grade of the parking areas. In addition, shade or ornamental trees shall be provided in the buffer at the rate of one per one thousand (1,000) sf. of buffer area.

- (c) Interior parking lot landscaping shall be provided in accordance with the requirements of §180-73J(5).
- (d) No parking area, stormwater management basin or trash location shall be permitted in a required landscape buffer.

Section 4. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 5. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

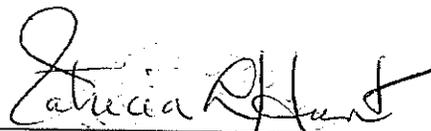
Section 6. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 7. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Burlington County Planning Board, and publication according to law.

CERTIFICATION

I, Patricia L. Hunt, Township Clerk, hereby certify that the attached is a true and correct copy of Ordinance No. 8-2019 which was introduced and adopted on first reading on April 29, 2019 and heard on second reading and was duly adopted by the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey at a meeting of the Township Council held on May 20, 2019.

VOTE:	
PETRIELLO	YES
DONNELLY	YES
GILLESPIE	YES
LOCATELL	YES
NAPOLITANO	YES



Patricia L. Hunt, RMC
Township Clerk

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 11-2019

**AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN
AMENDING CHAPTER 180 ENTITLED “ZONING” OF THE
TOWNSHIP OF MOORESTOWN BY CREATING THE
AMF-6 DISTRICT IN FURTHERANCE OF THE FAIR HOUSING ACT**

WHEREAS, the Township of Moorestown entered into a Settlement Agreement with Fair Share Housing Center on March 16, 2018 that determines the municipality’s affordable housing obligation and the preliminary compliance plan for how the obligation will be addressed; and

WHEREAS, the Township’s preliminary compliance plan for affordable housing was the subject of a fairness hearing before the Hon. Ronald Bookbinder, A.J.S.C. on August 8, 2018 at which time the municipality’s plan was deemed fair to the very low, low and moderate income population in New Jersey and codified in an order issued on August 28, 2018; and

WHEREAS, the Planning Board adopted a Reexamination Report of the Master Plan, dated December 6, 2018, that reviews and analyzes the land use and development policy of the Township of Moorestown, including the need for the implementation of the Housing Element and Fair Share Plan of the municipality through ordinance amendment; and

WHEREAS, the Planning Board of the Township of Moorestown adopted a Housing Element and Fair Share Plan, as well as a modified Land Use Plan Element of the Master Plan on April 4, 2019, that addresses the municipality’s affordable housing obligations in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Land Use Plan Element; and

WHEREAS, the Township of Moorestown, as a municipality in the State of New Jersey, hereby declares that, pursuant to the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, the Ordinance promotes the public health, safety, morals, and general welfare and that it implements the preliminary compliance plan included in the Settlement Agreement with FSHC, as well as advances the Township’s efforts to meet its constitutional obligation to provide its fair share of very low, low and moderate income housing; and

WHEREAS, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to Municipal Land Use Law at N.J.S.A. 40:55D-15, and in accordance with N.J.S.A. 40:55D-62.1.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. §180-3, Establishment of Zoning Districts, is hereby revised as follows:

§ 180-3 Establishment of Zoning Districts.

For the purposes of this chapter, the area of the Township of Moorestown is hereby divided into zones, districts, or zoning districts designated respectively as follows:

Symbol	Zoning District
R-1	Residence Districts
R-1-A	Residence Districts
R-1-Aa	Residence Districts
R-1-A-OS	Residence Districts Open Space
R-2	Residence Districts
R-3	Residence Districts
SC-1	Senior Citizen Residence 1 Districts
AR-1	Age-Qualified Residence 1 Districts
AMF-1	Affordable Multi-Family Residence 1 Districts
AMF-2	Affordable Multi-Family Residence 2 Districts
AMF-3	Affordable Multi-Family Residence 3 Districts
AMF-4	Affordable Multi-Family Residence 4 Districts
AMF-5	Affordable Multi-Family Residence 5 Districts
AMF-6	Affordable Multi-Family Residence 6 Districts
L-MR	Low- and Moderate Income Residence Districts
R3-TH	Residence Districts
R/PO	Residential/Professional Office Districts
RTC-1	Residence Town Center-1 Districts
RTC-2	Residence Town Center-2 Districts
CIO	Commercial-Institutional Office Districts
CRO	Commercial-Retail Office Districts
CHS	Commercial-Highway Service Districts
RLC	Residence-Limited Commercial Districts
C	Commercial Districts
SRC	Specially Restricted Commercial Districts
SRC-1	Specially Restricted Commercial 1 Districts
SRC-2	Specially Restricted Commercial 2 Districts
LTC	Lenola Town Center District
SRI	Specially Restricted Industrial Districts

Section 2. §180-4, Zoning Map; Boundaries, is hereby modified to apply the following zoning district to the block and lots as indicated on the tax assessment maps of the Township of Moorestown to create a location for meeting its affordable housing obligations, as follows:

Block(s)	Lot(s)	Existing District	New District
7401	3 (Nagle Tract)	L-MR	AMF-6

Section 3. The L-MR Low and Moderate Income Residence Districts regulations shall be renumbered such that §180-33.7, Use Restriction and Regulations shall become §180-33.9; §180-33.8, Area Restrictions and Regulations shall become §180-33.10; §180-33.9, Height Restrictions and Regulations shall become §180-33.11 and §180-33.10, Site Design Conditions, shall become §180-33.12. §180-33.8 shall be RESERVED.

Section 4. §180-33.7, Affordable Housing Multi-Family 6 Residence Districts, is hereby added to Article XIA, as follows:

§ 180-33.7. AMF-6, Affordable Multi-Family 6 Residence Districts

- A. Permitted Uses. In the AMF-6, Affordable Multi-Family 6 Residence Districts, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
- (1) Multiple dwellings.
 - (2) Townhouses.
 - (3) Combinations of multiple dwellings and townhouses.
 - (4) Municipal use.
 - (5) Open space.
- B. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
- (1) Community center for the use of residents and their guests.
 - (2) Common recreational facilities for the use and enjoyment of residents and their guests.
 - (3) Dwelling for manager or other staff of the facility.

- (4) Maintenance facility.
 - (5) Management office.
 - (6) Minor home occupation in accordance with the requirements of §180-8.G(2) and –G(4).
 - (7) Security office.
 - (8) Social service office for the benefit of residents.
 - (9) Off-street surface parking.
 - (10) Fences, walls and street furniture.
 - (11) Signs.
 - (12) Accessory uses on the same lot and customarily incidental to the principal use.
- C. Required Income Restriction. In any AMF-6 district, at least thirty percent (30%) of the total number of dwellings shall be affordable to very low, low and moderate income households.
- D. Area, Yard, Height and Building Coverage. Except as otherwise modified, the following bulk standards shall apply to all lots and buildings:
- (1) Tract Requirements.
 - (a) Minimum tract area. The minimum contiguous tract area shall be ten (10) acres.
 - (b) Minimum tract frontage. The minimum frontage on an arterial road shall be four hundred (400) lineal feet in the AMF-6 district.
 - (c) Tract perimeter setbacks for buildings, parking and access. No building shall be located closer than fifty (50) feet to the perimeter boundary line of the tract. No parking area or driveway, excepting for access to and from a public street, shall be located closer than twenty-five (25) feet to the perimeter boundary line of the tract.
 - (2) Density limitation. Twelve (12) units per gross acre in the AMF-6 district.
 - (3) Ratio of Dwellings. The number of townhouses, whether singly or in combination with multiple dwellings, shall not be less than fifty percent (50%) of the total number of dwellings.
 - (4) Maximum building coverage. The maximum building coverage shall be twenty-five percent (25%) of the total gross acreage of the tract.

- (5) Maximum impervious surface coverage. The maximum impervious surface coverage shall be sixty-five percent (65%) of the total gross acreage of the tract.
- (6) The maximum number of dwellings per building shall not exceed twenty-four (24).
- (7) Minimum separation distances between buildings. No orientation of the buildings shall place the front of a building facing the rear of another building. The minimum separation distances between buildings shall be as indicated in the following table:

Requirement	Limitation
Minimum distance from building front to building front	60 feet
Minimum distance from building front to building side	50 feet
Minimum distance from building side to building rear	40 feet
Minimum distance from building rear to building rear	50 feet
Minimum distance from building side to building side	20 feet

- (8) Additional building dimensions. Additional minimum and maximum building dimensions shall be as indicated in the following table:

Requirement	Limitation
Minimum building depth through the short axis	40 feet
Maximum building length through the long axis	240 feet
Maximum height - residential buildings	3 stories and 45 feet
Maximum height – community center	1 ½ stories and 28 feet
Maximum height – maintenance and other buildings	1 story and 18 feet

- (9) Building setbacks from parking spaces, driveways and private streets. The building setback, measured from the edge of paving or curbing to the closest point of a building, shall be a minimum of ten (10) feet.

Section 5. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 6. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 7. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection

thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 8. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Burlington County Planning Board, and publication according to law.

NOTICE

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on May 20, 2019. This ordinance will be further considered for final passage by the Township Council at a meeting to be held in the Council Chamber of the Municipal Complex, 111 West Second Street, Moorestown, NJ on June 10, 2019 at 7:30 pm or at any time and place to which such meeting may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance. During the week prior to and including the date of such further consideration, copies will be made available at the Municipal Clerk's Office to any member of the general public who shall request such copies. The ordinance may be viewed in full on the Township's website at <http://www.moorestown.nj.us>.

Patricia L. Hunt, RMC
Township Clerk

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 33-2019

AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN AMENDING CHAPTER 180 ENTITLED "ZONING" OF THE TOWNSHIP OF MOORESTOWN BY CREATING THE AMF-7 DISTRICT IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, the Township of Moorestown entered into a Settlement Agreement with Fair Share Housing Center on March 16, 2018 that determines the municipality's affordable housing obligation and its preliminary compliance plan that indicates the means to address the obligation; and

WHEREAS, the Township's preliminary compliance plan for affordable housing was the subject of a fairness hearing before the Hon. Ronald Bookbinder, A.J.S.C. on August 8, 2018 at which time the municipality's plan was deemed fair to the very low, low and moderate income population in New Jersey and codified in an order issued on August 28, 2018; and

WHEREAS, a change of circumstances made this property available for affordable housing development and necessitated a revision to the Settlement Agreement and subsequent need for this Ordinance; and

WHEREAS, the Township of Moorestown, as a municipality in the State of New Jersey, hereby declares that, pursuant to the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, the Ordinance promotes the public health, safety, morals, and general welfare and that it implements the preliminary compliance plan included in the Settlement Agreement with FSHC, as well as advances the Township's efforts to meet its constitutional obligation to provide its fair share of very low, low and moderate income housing; and

WHEREAS, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, this Ordinance was appropriately noticed pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-15 and N.J.S.A. 40:55D-62.1.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. §180-3, Establishment of Zoning Districts, is hereby revised as follows:

§ 180-3 Establishment of Zoning Districts.

For the purposes of this chapter, the area of the Township of Moorestown is hereby divided into zones, districts, or zoning districts designated respectively as follows:

Symbol	Zoning District
R-1	Residence Districts
R-1-A	Residence Districts
R-1-Aa	Residence Districts
R-1-A-OS	Residence Districts Open Space
R-2	Residence Districts
R-3	Residence Districts
SC-1	Senior Citizen Residence 1 Districts
AR-1	Age-Qualified Residence 1 Districts
AMF-1	Affordable Multi-Family Residence 1 Districts
AMF-2	Affordable Multi-Family Residence 2 Districts
AMF-3	Affordable Multi-Family Residence 3 Districts
AMF-4	Affordable Multi-Family Residence 4 Districts
AMF-5	Affordable Multi-Family Residence 5 Districts
AMF-6	Affordable Multi-Family Residence 6 Districts
AMF-7	Affordable Multi-Family Residence 7 Districts
L-MR	Low- and Moderate Income Residence Districts
R3-TH	Residence Districts
R/PO	Residential/Professional Office Districts
RTC-1	Residence Town Center-1 Districts
RTC-2	Residence Town Center-2 Districts
CIO	Commercial-Institutional Office Districts
CRO	Commercial-Retail Office Districts
CHS	Commercial-Highway Service Districts
RLC	Residence-Limited Commercial Districts
C	Commercial Districts
SRC	Specially Restricted Commercial Districts
SRC-1	Specially Restricted Commercial 1 Districts
SRC-2	Specially Restricted Commercial 2 Districts
LTC	Lenola Town Center District
SRI	Specially Restricted Industrial Districts

Section 2. §180-4, Zoning Map; Boundaries, is hereby modified to apply the following zoning district to the block and lot as indicated on the tax assessment maps of the

Township of Moorestown to create a location for meeting its affordable housing obligations, as follows:

Block(s)	Lot(s)	Existing District	New District
8801	3.01 (Diocese Tract)	SRC-2	AMF-7

Section 3. §180-33.8, Affordable Housing Multi-Family Residence 7 Districts, is hereby added to Article XIA, as follows:

§ 180-33.8. AMF-7, Affordable Multi-Family Residence 7 Districts

- A. Permitted Uses. In the AMF-7, Affordable Multi-Family Residence 7 Districts, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following:
- (1) Townhouses.
 - (2) Townhouses stacked over other townhouses.
 - (3) Municipal use.
 - (4) Open space.
- B. Accessory Uses Permitted. Any of the following uses shall be permitted when used in conjunction with a principal use:
- (1) Community center for the use of residents and their guests.
 - (2) Common recreational facilities for the use and enjoyment of residents and their guests.
 - (3) Maintenance building.
 - (4) Management office if located within a community center.
 - (5) Minor home occupation in accordance with the requirements of §180-8.G(2) and – G(4).
 - (6) Off-street surface parking.
 - (7) Fences, walls and street furniture.
 - (8) Signs.
 - (9) Accessory uses on the same lot and customarily incidental to the principal use.
- C. Required Use. In any AMF-7 district, at least twenty percent (20%) of the total number of dwellings shall be affordable to very low, low and moderate income households. Affordable units shall be restricted, regulated and administered consistent with the Township’s affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act’s definition of very low-income households and all other provisions of the Township’s Affordable Housing Ordinance (see Chapter 97).
- D. Area, Yard, Height and Building Coverage. Except as otherwise modified, the following bulk standards shall apply to all lots and buildings:

- (1) Tract requirements.
 - (a) Minimum tract area. The minimum contiguous tract area shall be fifteen (15) acres.
 - (b) Minimum tract frontage. The minimum frontage on an arterial road shall be four hundred (400) lineal feet in the AMF-7 district.
 - (c) Tract perimeter setbacks for buildings, parking and access. No building shall be located closer than seventy-five feet to any abutting right-of-way line and fifty (50) feet to any other property line. No streets, parking areas or driveways, excepting for access to and from a public street, shall be located closer than one hundred twenty-five (125) feet to an arterial road from which it takes such access, and forty (40) feet from any other property line.
 - (d) Maximum building coverage. The maximum building coverage shall be twenty-five percent (25%) of the total gross acreage of the tract.
 - (e) Maximum impervious surface coverage. The maximum impervious surface coverage shall be fifty percent (50%) of the total gross acreage of the tract.
- (2) The maximum number of dwellings per building shall not exceed eight (8) for an all townhouses structure and sixteen (16) dwellings for a structure containing stacked townhouses.
- (3) Density limitation. Four and two-thirds (4.67) units per gross acre in the AMF-7 district.
- (4) Townhouse dwelling, individual fee simple lots.
 - (a) Minimum lot size – Two thousand (2,000) sf.
 - (b) Minimum street frontage – Twenty (20) feet per unit
 - (c) Minimum lot width – Twenty (20) feet per unit.
 - (d) Minimum lot depth – One hundred (100) feet.
 - (e) Minimum front yard – Twenty (20) feet.
 - (f) Minimum side yard – Zero (0) feet if adjoining another unit, ten (10) feet if an outside wall.
 - (g) Minimum rear yard – Twenty (20) feet.
 - (h) Accessory use and structures. The following bulk standards shall apply to accessory structures:
 - [1] No accessory use or structure shall be located in a front yard.
 - [2] Accessory uses and structures of one hundred (100) sf. or less shall be setback a minimum of five (5) feet from a property line.

- [3] Accessory uses and structures in excess of one hundred (100) sf. shall be setback a minimum of eight (8) feet from a property line.
 - [4] Decks attached to second stories shall be set back from any side property line at least three (3) feet and meet the minimum rear yard setback requirement.
- (5) Townhouse dwellings, condominium ownership. Where individual fee simple lots are not proposed, the following distance requirements shall substitute for required yard areas:

- (a) Minimum separation distances between buildings. No orientation of the buildings shall place the front of a building facing the rear of another building. The minimum separation distances between buildings shall be as indicated in the following table:

Requirement	Limitation
Minimum distance from building front to building front	70 feet
Minimum distance from building front to building side	50 feet
Minimum distance from building side to building rear	40 feet
Minimum distance from building rear to building rear	50 feet
Minimum distance from building side to building side	20 feet

- (b) Additional building dimensions. Additional minimum and maximum building dimensions shall be as indicated in the following table:

Requirement	Limitation
Minimum building depth through the short axis	40 feet
Maximum building length through the long axis	240 feet

- (c) Separation distances shall be measured from the vertical exterior walls unless ornamental or architectural features of the building project more than three (3) feet therefrom; in such event, the measurement shall be made from the vertical plane established by the furthest projection of such ornamental or architectural feature.
- (6) Building Height. The following building heights shall apply to all uses in the AMF-7 district:

Requirement	Limitation
Maximum height - residential buildings	3 stories and 45 feet
Maximum height - community center	1 ½ stories and 28 feet

Maximum height – maintenance and other community buildings	1 story and 24 feet
Private garage	1 story and 16 feet
Private tool shed	12 feet

E. Interior Streets and Parking Area Requirements. The following requirements shall apply to any interior street, whether public or private, and parking areas.

- (1) The minimum distance of a principal building to an interior street (curbline or edge of cartway in the absence of curbs) shall be twenty (20) feet for the front and rear of the building and fifteen (15) feet each for the sides of the building.
- (2) Parking areas shall be a minimum of twelve (12) feet from a principal building and ten (10) feet from a community building, fenced recreation area, or management building. This requirement shall not apply to parking situated within a building.
- (3) Visitor spaces shall be located throughout the development in areas where dwellings are concentrated.

F. Community Center. The development may include a community building that may include, but not be limited to, cooking and eating facilities, social activity room, management offices, indoor recreation, exercise room, locker rooms, mailroom, and snack bar. Where a community building is proposed, the following requirements shall be met:

- (1) The community building shall contain a minimum gross floor area equal to or greater than twenty-five (25) sf. per dwelling.
- (2) Parking for the community building shall equal one space for each two hundred fifty (250) sf. of gross floor area.
- (3) The community building shall be open for occupancy and use prior to the issuance of more than half of the total certificates of occupancy for dwellings.
- (4) The community building may be used as a sales office until all certificates of occupancy for dwellings have been issued.

G. Facilities for Pedestrians and Bicyclists.

- (1) Pedestrian pathways shall be provided to connect all dwellings with community facilities and active open space, if provided, and in such locations, including entrances and exits, where normal pedestrian traffic will occur. Where appropriate, bikeways may be provided instead of sidewalks. The provision of bikeways along any arterial street shall be made upon determination and requirement by the board of jurisdiction and the Master Plan.
- (2) A bicycle parking facility shall be required as part of the design of a community center.

- H. **Buffers and Berms.** Landscaping buffers are required to minimize and visually screen any adverse impacts or nuisances on a site or from any adjacent area. Berms may be used to achieve buffering effects in accordance with the regulations herein.
- (1) **General requirements.** Landscape buffers shall consist of a combination of deciduous trees, conifers, shrubs, berms, and if appropriate, fences or walls in sufficient quantities and sizes to perform their necessary screening function.
 - (2) Buffers may be installed in required yard areas. Buffers shall be continuous except for access drives as approved by the board of jurisdiction, utility easements, and pedestrian and bicycle sidewalks or pathways. Storm water management facilities, parking, dumpster enclosures, accessory buildings or above ground structures, and similar encroachments shall not be permitted in the required buffer area. No buffer shall be required that is more distant than one hundred fifty (150) feet from a dwelling.
 - (3) The minimum width of a planted landscape buffer shall be half the width of the required building setback.
 - (4) **Plant densities and structure requirements.** The density of plantings and the requirements for structures shall vary with the width of the buffer in accordance with the following and the following table:

Minimum Plant Density for Buffers

Minimum Buffer Width	Minimum Number of Required Plant Types per 100 Lineal Feet			
	Large or Medium Trees	Small or Ornamental Trees	Evergreens and Conifers	Shrubs
25 feet	3	5	9	20
35 feet	6	9	18	36
50 feet or wider	8	12	24	48

- (5) The minimum plant densities shall be extrapolated from the widths in the Minimum Plant Density Table in the event that the proposed landscape buffer width differs from the specific examples in this sub-section. Existing vegetation may substitute for all or part of the required buffer plantings and may be accepted in lieu of new plantings at the discretion of the board of jurisdiction, as the case may be.
- I. **Phasing.** Any phasing schedule shall be approved by the board of jurisdiction and/or through a municipal developer's agreement with Moorestown Township and the developer to ensure that the timing of development shall be consistent with the development of infrastructure and supporting services.

Section 4. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 5. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

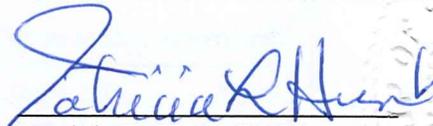
Section 6. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 7. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Burlington County Planning Board, and publication according to law.

CERTIFICATION

I, Patricia L. Hunt, Township Clerk, hereby certify that the attached is a true and correct copy of Ordinance No. 33-2019 which was introduced and adopted on first reading on October 21, 2019 and heard on second reading and was duly adopted by the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey at a meeting of the Township Council held on December 16, 2019.

<u>VOTE:</u>	
PETRIELLO	YES
DONNELLY	YES
GILLESPIE	YES
LOCATELL	YES
NAPOLITANO	YES


Patricia L. Hunt, RMC
Township Clerk



TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 20-2020

AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN AMENDING CHAPTER 180-3, “ESTABLISHMENT OF ZONING DISTRICTS,” AND CHAPTER 180-66 “LENOLA TOWN CENTER AFFORDABLE HOUSING OVERLAY DISTRICT” IN FURTHERANCE OF THE FAIR HOUSING ACT

WHEREAS, Chapter 180-3, Establishment of Zoning Districts, needs to be updated; and

WHEREAS, in furtherance of the Fair Housing Act and through the adoption of Ordinance 38-2019, the Lenola Town Center Overlay (LTC-O) District was created; and

WHEREAS, the Township Council wishes to amend Sections 3 and 66 of Chapter 180 of the Code of the Township of Moorestown.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, that Sections 3, Establishment of Zoning Districts, and 66, Lenola Town Center Affordable Housing Overlay District, of Chapter 180 of the Code of the Township of Moorestown shall be amended as follows:

Section 1. §180-3, Establishment of Zoning Districts, is hereby amended as follows:

§ 180-3 Establishment of Zoning Districts.

For the purposes of this chapter, the area of the Township of Moorestown is hereby divided into zones, districts, or zoning districts designated respectively as follows:

Symbol	Zoning District
R-1	Residence Districts
R-1-A	Residence Districts
R-1-Aa	Residence Districts
R-1-A-OS	Residence Districts Open Space
R-2	Residence Districts
R-3	Residence Districts
SC-1	Senior Citizen Residence 1 Districts
AR-1	Age-Qualified Residence 1 Districts
AMF-1	Affordable Multifamily Residence 1 District
AMF-2	Affordable Multifamily Residence 2 District

Symbol	Zoning District
AMF-3	Affordable Multifamily Residence 3 District
AMF-4	Affordable Multifamily Residence 4 District
AMF-5	Affordable Multifamily Residence 5 District
AMF-6	Affordable Multifamily Residence 6 District
AMF-7	Affordable Multifamily Residence 7 District
L-MR	Low- and Moderate-Income Residence Districts
R3-TH	Residence Districts
R/PO	Residential/Professional Office Districts
RTC-1	Residence Town Center-1 Districts
RTC-2	Residence Town Center-2 Districts
CIO	Commercial-Institutional Office Districts
CRO	Commercial-Retail Office Districts
CHS	Commercial-Highway Service Districts
RLC	Residence-Limited Commercial Districts
C	Commercial Districts
SRC	Specially Restricted Commercial Districts
SRC-O1	Specially Restricted Commercial - Overlay 1 Districts
SRC-1	Specially Restricted Commercial 1 Districts
SRC-2	Specially Restricted Commercial 2 Districts
LTC	Lenola Town Center District
LTC-O	Lenola Town Center Affordable Housing Overlay District
BP-1	Business Park 1
SRI	Specially Restricted Industrial Districts
MX-1	Mixed-Use Overlay District 1
MX-2	Mixed-Use Overlay District 2

Section 2. §180-66, Lenola Town Center Affordable Housing Overlay District, is hereby deleted in its entirety and replaced with the following language:

§180-66. LTC-O, Lenola Town Center Affordable Housing Overlay District.

- A. Intent and Purpose. It is the intent and purpose of this section to allow for residential uses within a portion of the LTC, Lenola Town Center District, designated as the LTC-O Lenola Town Center Affordable Housing Overlay District on the Zoning Map of the Township of Moorestown, for the purpose of implementing its affordable housing obligations.

- B. Principal Uses. In the LTC-O District, no lot shall be used and no structure shall be erected, altered or occupied for any purpose except the following principal uses:
- (1) Any use permitted in the Lenola Town Center District.
 - (2) Multiple dwellings.
- C. Any accessory use or structure permitted in the LTC District shall be permitted as an accessory use or structure in the LTC-O District.
- D. Required Income Restriction. In the LTC-O District, at least 20% of the total number of dwellings shall be affordable to very-low-, low- and moderate-income households. Affordable units shall be restricted, regulated and administered consistent with the Township's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), including the Fair Housing Act's definition of very-low-income households and all other provisions of the Township's Affordable Housing Ordinance (see Chapter 97).
- E. Area and Yard Requirements. With the exception of §180-65.1.A and -65.1.B, the provisions of §180-65.1 shall apply to development within the LTC-O district, in addition to, or amended by, the following requirements:
- (1) The number of dwellings shall not exceed sixty (60) units in total in the overlay district.
 - (2) Minimum front yard requirements.
 - (a) Buildings fronting on West Camden Avenue shall meet the front yard requirement of the Lenola Town Center District.
 - (b) Buildings fronting on Grant Avenue within one hundred seventy-five (175) feet of the right-of-way of West Camden Avenue shall be set back a minimum of twenty (20) feet from Grant Avenue.
 - (c) Buildings fronting on any other Grant Avenue right-of-way shall be set back a minimum of forty (40) feet.
 - (d) Buildings fronting on Franklin Avenue shall be set back a minimum of twenty (20) feet.
 - (3) The floor area ratio of the entire district shall not exceed .28.
 - (4) In all other respects, the area, yard and coverage requirements of the LTC district not modified herein shall apply.
 - (5) Any building on the site, whether residential or commercial, shall not exceed three (3) stories and forty-five (45) feet in height.

- (6) Dwellings per building. The minimum number of multiple dwellings in a building shall be twelve (12) and the maximum number shall be thirty-six (36).
- F. Parking Requirements. The provisions of §180-65.2 shall apply to parking in the LTC-O district.
- G. Signs. The provisions of §180-65.3 shall apply to signs in the LTC-O district.
- H. Landscape Buffers. The provisions of §180-65.4 shall apply to landscape buffers in the LTC-O district.
- I. Design Standards. The design standard provisions of §180-65.5 shall apply to the LTC-O district. Any deviation from the provisions of this section shall be considered a design exception by the board of jurisdiction in accordance with N.J.S.A. 40:55D-51.

Section 3. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 4. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 5. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 6. Effective Date. This Ordinance shall take effect twenty days after final passage and upon transmittal to the Burlington County Planning Board.

CERTIFICATION

I, Patricia L. Hunt, Township Clerk, hereby certify that the attached is a true and correct copy of Ordinance No. 20-2020 which was introduced and adopted on first reading on August 24, 2020 and heard on second reading and was duly adopted by the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey at a meeting of the Township Council held on September 14, 2020.

<u>VOTE:</u>	
GILLESPIE	YES
DONNELLY	YES
LOCATELL	YES
NAPOLITANO	YES
PETRIELLO	YES

Patricia L. Hunt, RMC
Township Clerk

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 14-2019

**AN ORDINANCE OF THE TOWNSHIP OF
MOORESTOWN AMENDING CHAPTER 180
ENTITLED “ZONING” OF THE TOWNSHIP OF
MOORESTOWN FOR ACCESSORY APARTMENTS
IN FURTHERANCE OF THE FAIR HOUSING ACT**

WHEREAS, the Township of Moorestown entered into a Settlement Agreement with Fair Share Housing Center on March 16, 2018 that determines the municipality’s affordable housing obligation and the preliminary compliance plan for how the obligation will be addressed; and

WHEREAS, the Township’s preliminary compliance plan for affordable housing was the subject of a fairness hearing before the Hon. Ronald Bookbinder, A.J.S.C. on August 8, 2018 at which time the municipality’s plan was deemed fair to the very low, low and moderate income population in New Jersey and codified in an order issued on August 28, 2018; and

WHEREAS, the Planning Board adopted a Reexamination Report of the Master Plan, dated December 6, 2018, that reviews and analyzes the land use and development policy of the Township of Moorestown, including the need for the implementation of the Housing Element and Fair Share Plan of the municipality through ordinance amendment; and

WHEREAS, the Planning Board of the Township of Moorestown adopted a Housing Element and Fair Share Plan, as well as a modified Land Use Plan Element of the Master Plan on April 4, 2019, that addresses the municipality’s affordable housing obligations in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency of the provisions regulating zoning and land use with the adopted Land Use Plan Element; and

WHEREAS, the Township of Moorestown, as a municipality in the State of New Jersey, hereby declares that, pursuant to the purposes of the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-2, the Ordinance promotes the public health, safety, morals, and general welfare and that it implements the preliminary compliance plan included in the Settlement Agreement with FSHC, as well as advances the Township’s efforts to meet its constitutional obligation to provide its fair share of very low, low and moderate income housing; and

WHEREAS, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations in accordance with N.J.S.A. 40:55D-26; and

WHEREAS, the adoption of this Ordinance was appropriately noticed pursuant to Municipal Land Use Law at N.J.S.A. 40:55D-15 and in accordance with N.J.S.A.40:55D-62.1.

NOW THEREFORE BE IT ORDAINED, by the Township Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. Article XXXI, Township-wide Affordable Housing Requirements, shall be amended by adding the following section:

§ 180-125. Affordable Accessory Apartments.

- A. Intent and Purpose. It is the intent and purpose of this section to allow for the creation of affordable accessory apartments in the Township of Moorestown in accordance with N.J.A.C. 5:93-5.9 as a means of meeting its affordable housing obligations. An affordable accessory apartment is a self-contained residential dwelling unit with a kitchen, bathroom, sleeping quarters, and a private entrance that is occupied by a low or moderate income household. It is the purpose of this program to help meet the municipality's fair share housing obligation through the creation and subsidization of no more than fifteen (15) conversions of existing single-family dwellings to two-family dwellings, additions to same or conversions of existing outbuildings suitable for such purposes to accommodate affordable accessory apartments.

- B. Program Oversight. The affordable accessory apartment program shall be restricted, regulated and administered consistent with the Township's affordable housing regulations, the Uniform Housing Affordability Controls rules (N.J.A.C. 5:80-26.1 et seq.) and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.). The program shall be administered by the Township's Administrative Agent who shall have the following responsibilities:
 - (1) Advertising, income qualifying prospective renters, setting rents and annual rent increases, maintaining a waiting list, distributing the subsidy, verifying certificates of occupancy, qualifying properties, handling application forms, filing deed restrictions and monitoring reports, and affirmatively marketing the affordable accessory apartment program in accordance with the UHAC.
 - (2) The Administrative Agent shall only deny an application for an accessory apartment if the project is not in conformance with COAH's requirements and/or the provisions of this Section. All denials shall be in writing with the reasons clearly stated.

- C. Property Qualification Requirements.
 - (1) Only existing owner-occupied properties containing a single family detached dwelling on a fifteen thousand (15,000) square foot or larger lot shall be eligible for the affordable accessory apartment program, and only one affordable accessory apartment per lot shall be permitted.

- (2) The accessory apartment shall not exceed one thousand two hundred (1,200) square foot in floor area.
 - (3) One off-street parking space, which may be a stacked space, shall be provided for the accessory apartment.
 - (4) Any existing construction code deficiencies shall be corrected in the structure which will contain the subsidized accessory apartment; the standard for evaluating any rehabilitation activity on the existing dwelling unit shall be the BOCA National Existing Structures Code; an evaluation of the structure shall be undertaken and certified by the township's construction code official.
 - (5) The subsidized accessory apartment unit shall only be rented to a low- or moderate-income household which has obtained a Certificate of Eligibility in accordance with the provisions of the Township's Affordable Housing Ordinance (Chapter 97-1 et seq.).
- D. **Limitation on Number of Units.** The total number of affordable accessory apartments created through this program shall be limited to no more than fifteen (15) total units.
- E. **Procedure for Application.**
- (1) In order to obtain approval to create an affordable accessory apartment, a property owner shall submit an application on forms to be created by the Administrative Agent, and shall submit the following documentation with the completed application:
 - (a) A sketch of floor plan(s) showing the location, size and relationship of both the accessory apartment and the primary dwelling within the building or in another structure;
 - (b) Rough elevations showing the modifications of any exterior building facade to which changes are proposed; and
 - (c) A site development sketch showing the location of the existing dwelling and other existing buildings; all property lines; proposed addition, if any, along with the minimum building setback lines; the required parking spaces for both dwelling units; and any manmade conditions which might affect construction.
 - (2) The property owner shall also obtain and submit written confirmation from the public works department that there is water and sewer infrastructure with sufficient capacity to serve the proposed affordable accessory apartment. Where the proposed location is served by an individual well and/or septic system, the additional capacity necessitated by the new unit must meet the appropriate NJDEP standards.

- (3) The Administrative Agent shall review an application, and all documentation submitted therewith, and shall approve or deny the application within thirty calendar days.

F. Procedure Following Approval, Restrictions, Subsidy, and Termination.

- (1) The Administrative Agent shall refer a prospective qualified renter to the property owner who shall then make an appropriate, written contractual agreement with the qualified renter, the form of which must be approved by the Administrative Agent.
- (2) Prior to the commencement of a qualified renter's occupancy, the property owner shall agree, in writing, to comply with all of the requirements for renting and re-renting to a low- or moderate- income household as established by ordinance, rule or statute.
- (3) Once a qualified renter takes initial occupancy of the affordable accessory apartment, and for at least ten (10) years thereafter, the affordable accessory apartment shall be rented only to a household which is either a low- or moderate-income household.
- (4) There shall be a recorded deed or declaration of covenants and restrictions applied to the property upon which the accessory apartment is located running with the land and limiting its subsequent rental or sale of the unit and the accessory apartment for at least ten (10) years.
- (5) In accordance with COAH requirements and the Township's affordable housing Agreements with FSHC, the Township shall provide at least thirty thousand (\$30,000.00) dollars per unit to subsidize the creation of each low-income accessory apartment, or twenty thousand (\$20,000.00) dollars per unit to subsidize the creation of each moderate-income accessory apartment. This subsidy may be used to fund actual construction costs and/or to provide compensation for reduced rental rates.
- (6) Upon the expiration of the lease in existence at the conclusion of the ten (10) year deed or declaration of covenants and restrictions, the approval to use the property as a two-family dwelling shall expire, and the use of the affordable accessory apartment must terminate. Thereafter, the property owner must restore the property to a single-family dwelling.

- G. Exemption. Affordable accessory apartments created under this program shall be exempt from the bedroom mix requirements of N.J.A.C. 5:93-7.3 as it may be amended or superseded.

Section 2. Repealer. All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 3. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 4. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The Township Council of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

Section 5. Effective Date. This Ordinance shall take effect immediately upon passage, transmittal to the Burlington County Planning Board, and publication according to law.

NOTICE

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on June 10, 2019. This ordinance will be further considered for final passage by the Township Council at a public hearing to be held in the Council Chamber of the Municipal Complex, 111 West Second Street, Moorestown, NJ on July 22, 2019 at 7:30 pm or at any time and place to which such hearing may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance. During the week prior to and including the date of such further consideration, copies will be made available at the Municipal Clerk's Office to any member of the general public who shall request such copies. The ordinance may be viewed in full on the Township's website at <http://www.moorestown.nj.us>.

Patricia L. Hunt, RMC
Township Clerk

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 23-2018

AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON, STATE OF NEW JERSEY, ADDING ARTICLE XXXI, "TOWNSHIP-WIDE AFFORDABLE HOUSING REQUIREMENTS" TO CHAPTER 180, "ZONING" OF THE CODE OF THE TOWNSHIP OF MOORESTOWN TO ADDRESS THE ORDER OF THE NEW JERSEY SUPERIOR COURT

WHEREAS, the Township of Moorestown entered into a Settlement Agreement with Fair Share Housing Center ("FSHC") on March 16, 2018 (hereinafter the "Settlement Agreement") that determines the municipality's affordable housing obligation and the preliminary compliance plan for how the obligation will be addressed; and

WHEREAS, the Township's preliminary compliance plan included in the Settlement Agreement requires the establishment of a zoning ordinance provision for affordable housing that applies to townhouse and multi-family housing, or multiple dwellings meeting certain criteria; and

WHEREAS, the zoning amendment is consistent with the preliminary compliance plan included in the Settlement Agreement; and

WHEREAS, the Planning Board of the Township of Moorestown has adopted a Master Plan, last revised on April 3, 2014, that comprehensively provides for the appropriate use and development of lands in the Township in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, the Municipal Land Use Law at N.J.S.A. 40:55D-62a requires substantial consistency with the provisions regulating zoning and land use with the adopted Land Use Plan Element; however, a governing body may adopt a zoning ordinance or zoning map wholly or partly inconsistent with such land use plan element provided that the reasons for so doing are set forth in a resolution and recorded in its minutes; and

WHEREAS, the Township of Moorestown, as a municipality in the State of New Jersey, hereby declares that pursuant to the purposes of the New Jersey Municipal Land Use Law, *N.J.S.A. 40:55D-2*, that the Ordinance promotes the public health, safety, morals, and general welfare and that it implements the preliminary compliance plan included in the Settlement Agreement with FSHC, as well as advances the Township's efforts to meet its constitutional obligation to provide its fair share of low and moderate income housing; and

WHEREAS, the Township Council formally refers this Ordinance to the Planning Board for examination, discussion, and recommendations at the Planning Board meeting of December 6, 2018 or such time as may be expeditiously considered.

NOW, THEREFORE BE IT ORDAINED, by the Council of the Township of Moorestown, County of Burlington, and State of New Jersey, as follows:

Section 1. Article XXXI, entitled, "Township-Wide Affordable Housing Requirements" shall be added to Chapter 180, entitled "Zoning," of the Code of the Township of Moorestown as follows:

Article XXXI

Township-Wide Affordable Housing Requirements

§180-123 Mandatory Affordable Housing Set-Aside.

- A. In addition to specific zoning districts with required income restrictions intended to create affordable housing, there shall apply Township-wide within any zoning district a mandatory set-aside of affordable housing that shall apply to any multiple dwelling or townhouse development, including the residential portion of a mixed-use project, meeting the following criteria:
 - (1) The number of dwellings proposed results in a net increase of five (5) or more dwellings than would otherwise be permitted by the existing development regulations; and
 - (2) Results in a gross density of six (6) units per acre or greater.
- B. Such requirement shall apply regardless of whether the additional dwellings are by an adopted zoning amendment, a use variance granted by the Zoning Board, adoption of a Redevelopment Plan, or amended Redevelopment Plan, except as exempted in Paragraph C, below.
- C. This requirement shall not apply to residential expansions, additions, renovations, replacement, single family detached, single family semi-detached, or any other type of residential development that does not result in a net increase in the number of dwellings or gross density as established in Paragraph A, above; or any property specifically identified as providing affordable housing in the duly adopted Housing Element and Fair Share Plan of the municipality.
- D. The presumptive apportionment of affordable low and moderate income units shall be a minimum of twenty percent (20%) for dwellings offered for sale and a minimum of fifteen percent (15%) when offered for rent. The calculation of the number of units to be constructed shall be as required by Chapter 97. Any fractional unit shall be rounded up to the next whole number.
- E. Any property subdivided or developed in such a manner that has the effect of preventing the development of low and moderate income dwellings in accordance with this section shall be considered null and void. The board of jurisdiction may impose reasonable conditions to ensure compliance with this Paragraph.

- F. Nothing in this Section precludes the municipality from imposing an affordable housing set aside in a development not required to have a set-aside pursuant to this paragraph consistent with N.J.S.A. 52:27D-311(h) and any other applicable law.
- G. This requirement does not create any entitlement for a property owner or applicant for a zoning amendment, variance, or adoption of a Redevelopment Plan or amended Redevelopment Plan in areas in need of redevelopment or rehabilitation, or for approval of any particular proposed project.

§180-124 Relationship to Chapter 97 and the Uniform Housing Affordability Controls.

Any affordable housing units within the Township of Moorestown shall adhere to the requirements of Chapter 97 of the Code of the Township of Moorestown and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq., as each may be amended or superseded.

Section 2. Repealer. All ordinances or Code provisions or parts thereof inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 3. Interpretation. If the terms of this Ordinance shall be in conflict with those of another Ordinance, the provision which imposes the greater restriction or limitation shall control.

Section 4. Severability. If any section, part of any section, or clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the remaining provisions of this Ordinance. The governing body of the Township of Moorestown declares that it would have passed the Ordinance and each section and subsection thereof, irrespective of the fact that any one or more of the subsections, sentences, clauses or phrases may be declared unconstitutional or invalid.

NOTICE

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on November 19, 2018. This ordinance will be further considered for final passage by the Township Council at a meeting to be held in the Council Chamber of the Municipal Complex, 111 West Second Street, Moorestown, NJ on December 10, 2018 at 7:30 pm or at any time and place to which such meeting may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance. During the week prior to and including the date of such further consideration, copies will be made available at the Municipal Clerk's Office to any member of the general public who shall request such copies. The ordinance and the zoning map may be viewed in full on the Township's website at <http://www.moorestown.nj.us>.

Patricia L. Hunt, RMC
Township Clerk

Appendix P

Affordable Housing Ordinance
(Chapter 97)

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 9-2019

**ORDINANCE REPEALING AND REPLACING CHAPTER 97, ENTITLED
“AFFORDABLE HOUSING,” OF THE TOWNSHIP OF MOORESTOWN WITH
“AFFORDABLE HOUSING PROCEDURAL AND ELIGIBILITY REQUIREMENTS,”
TO IMPLEMENT THE THIRD ROUND OF AFFORDABLE HOUSING
IN ACCORDANCE WITH THE FAIR HOUSING ACT OF 1985**

WHEREAS, the New Jersey Supreme Court and New Jersey Legislature have recognized and mandated in So. Burl. Co. NAACP v. Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301, et seq. ("FHA") that every municipality in New Jersey has an affirmative obligation to facilitate the provision of low and moderate income housing; and

WHEREAS, the Mayor and Township Council of the Township of Moorestown are desirous of ensuring the proper implementation of the Fair Housing Act and associated rules through the adoption of land use regulations by the governing body; and

WHEREAS, the Township of Moorestown desires to implement policies established by the New Jersey Supreme Court in In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (Mount Laurel IV) to foster affordable housing opportunities for the production of dwellings and their occupancy by low and moderate income households.

WHEREAS, the Mayor and Township Council of the Township of Moorestown recognize the need to adopt Affordable Housing Procedural and Eligibility Requirements within the Land Use Ordinance of the Township of Moorestown to implement the Housing Element and Fair Share Plan; and

WHEREAS, the Planning Board of the Township of Moorestown has reviewed and recommended the adoption of this ordinance.

NOW THEREFORE, BE IT ORDAINED by the Township Council of the Township of Moorestown, Burlington County, New Jersey, as follows:

Section 1. Chapter 97, Affordable Housing, shall be repealed in its entirety.

Section 2. Chapter 97, Affordable Housing Controls and Procedures, shall be enacted, as follows:

§97-1. Purpose.

This chapter is designed to implement the Township's adopted housing element and fair share plan for low- and moderate-income housing adopted pursuant to the New Jersey Fair Housing

Act (N.J.S.A. 52:27D-301 et seq.) (the "Act"); the Uniform Housing Affordability Controls (N.J.A.C. 5:80-26.1 et seq.) ("UHAC"); extant regulations of the New Jersey Council on Affordable Housing ("COAH"), and judicial decisions. This Chapter is designed to ensure that affordable housing created under the Fair Housing Act is occupied by low- and moderate-income households for the appropriate period of time. All words, phrases, and terms not otherwise defined herein shall have the same meanings and usages as in the Act and UHAC. This chapter provides rules for the establishment and administration of affordability controls on each restricted dwelling unit for which the Township receives credit.

§97-2. Word Usage and Definitions.

- A. Word Usage. In interpreting this Chapter words in one tense shall include other tenses or derivative forms; words in the singular shall include the plural and in the plural, the singular; either gender shall include the other; the word "shall" is mandatory; the word "may" is permissive; the word "used" shall include "arranged," "designed," "constructed," "altered," "converted," "rented," "leased," or "intended to be used"; the word "lot" includes the words "plot," and "premises".
- B. Definitions. The following definitions shall have the meanings indicated:

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

ADAPTABLE: Constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

ADMINISTRATIVE AGENT: The entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.

AFFIRMATIVE MARKETING: 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: The average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

AFFORDABLE: A sales price or rent within the means of a very low, low- or moderate-income household as defined in N.J.S.A. 52:27D-304; 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 DWELLING UNIT: A very low, low or moderate income dwelling unit.

AFFORDABLE DEVELOPMENT: A housing development all or a portion of which consists of income restricted units.

AFFORDABLE HOUSING DEVELOPMENT: 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% affordable development.

AFFORDABLE HOUSING PROGRAM: Any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality's fair share obligation.

AFFORDABLE RENTAL CHARGES: A monthly rent including utilities charged to an eligible very low, low or moderate income family which shall not exceed thirty percent (30%) of their monthly gross income as calculated by N.J.A.C. 5:93-7.4(f).

AFFORDABLE UNIT: A housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

AGE-RESTRICTED DEVELOPMENT: A residential development consisting housing units 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 wherein the unit is situated are 62 years of age or older; or 2), at least 80 percent of the units are occupied by one person who is 55 years of age 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 OR FACILITY: A facility that is licensed by the NJ 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.

ALTERNATIVE LIVING ARRANGEMENT: A structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the DCA; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

CERTIFIED HOUSEHOLD - A household that has been certified by an Administrative Agent as a very low-income, low-income household or moderate-income household.

DCA: The State of New Jersey Department of Community Affairs

DEFICIENT HOUSING UNIT: 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.

DEVELOPMENT FEE: means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8 and administered in Chapter 158 of the Code of the Township of Moorestown.

FAIR SHARE PLAN: The plan that describes the mechanisms, strategies and the funding sources, if any, by which the Township proposes to address its affordable housing obligation as established

in the Housing Element, including the draft ordinances necessary to implement that plan, and addresses the requirements of N.J.A.C. 5:93-5.

HOUSEHOLD: Persons, whether related or unrelated, living together in a single dwelling unit, with common access to and common use of all living and eating areas and all areas and facilities for the preparation and serving of food within the dwelling unit.

HOUSING ELEMENT or HOUSING PLAN ELEMENT: The portion of the Township's Master Plan, required by the Municipal Land Use Law in N.J.S.A. 40:55D-28b(3) and the Act, that includes the information required by N.J.A.C. 5:93-5.1 and establishes Moorestown's fair share obligation.

INCLUSIONARY DEVELOPMENT: A development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

LOW-INCOME HOUSEHOLD: A household with a total gross annual household income equal to fifty percent (50%) or less of the regional median household income by household size.

LOW-INCOME UNIT: A restricted unit that is affordable to a low-income household.

MAJOR SYSTEM: 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: Housing not restricted to low- and moderate-income households that may sell or rent at any price.

MEDIAN INCOME: The median income by household size for the applicable housing region, as updated annually according to a formula approved by the Court.

MODERATE-INCOME HOUSEHOLD: A household with a total gross annual household income in excess of fifty percent (50%) but less than eighty percent (80%) of the regional median household income by household size.

MODERATE-INCOME UNIT: A restricted unit that is affordable to a moderate-income household.

NON-EXEMPT SALE: 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.

QUALIFIED PURCHASER OR RENTER: A person who:

A. Submits an application for certification as a qualified purchaser or renter to the

management of the unit;

- B. Whose gross aggregate family income at the time of the proposed purchase or rental of an affordable unit is within very low, low or moderate income levels, as defined herein; and
- C. Who obtains certification as a qualified purchaser or renter of an affordable unit from Moorestown Township's Administrative Agent as set forth in this section.

RANDOM SELECTION PROCESS: 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).

REFERRAL LIST, AFFORDABLE HOUSING: A register of eligible very low, low and moderate income households for which suitable units are not yet available.

REGIONAL ASSET LIMIT: The maximum housing value in each housing region affordable to a four-person household with an income at eighty percent (80%) of the regional median as defined by adopted/approved Regional Income Limits.

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

RENT: 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: 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 the Urban Homeownership Recovery Program (UHORP) or Market Oriented Neighborhood Investment (MONI) program.

UHAC: The Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26-1, et seq.

VERY LOW-INCOME HOUSEHOLD: A household with a total gross annual household income equal to thirty percent (30%) or less of the median household income by household size.

VERY LOW-INCOME UNIT: A restricted unit that is affordable to a very low-income household.

WEATHERIZATION: 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.

§97-3 General Provisions.

- A. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Township of Moorestown pursuant to the municipality's most recently adopted Housing Element and Fair Share Plan. All developers with sites identified for affordable housing

pursuant to the most recent Housing Element and Fair Share Plan adopted by the Planning Board and Township Council of Moorestown, according to their respective duties, shall provide affordable housing units in accordance with the plan. All development that falls within the time period of the present round of affordable housing obligation shall construct units or pay a development fee in accordance with this Chapter.

- B. Moreover, this Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide very-low, low- and moderate-income housing units. All restricted units, including those funded with federal Low Income Housing Tax Credits or other subsidy programs, shall include the required bedroom distribution and income distribution, shall be subject to affordability controls, and shall be affirmatively marketed in accordance with UHAC, with the exception that instead of ten percent (10%) of all rental affordable units being affordable to households earning thirty-five percent (35%) or less of the regional median household income by household size, thirteen percent (13%) of all rental affordable units shall be affordable to households earning thirty percent (30%) or less of the regional median household income by household size, and all other applicable law.
- C. All new construction units shall be adaptable in conformance with N.J.S.A. 52:27D-311a and -311b and all other applicable law.

§97-4 Inclusionary Calculations; Income and Bedroom Distributions.

- A. In the event that the inclusionary set-aside percentage (15% or 20%, as the case may be) of the total number of residential units does not result in a full integer, the developer may choose one of two options of addressing the fractional unit:
 - (1) The developer shall round the set-aside upward to construct a whole additional affordable unit; or
 - (2) If the set-aside includes a fractional unit less than 0.2, the developer may round the set-aside downward and construct the lesser whole number of affordable units, but must also make a payment in lieu of constructing the fractional additional unit (“fractional payment in lieu”). The fractional payment in lieu amount shall be calculated as the fractional unit multiplied by the payment in lieu amount of \$250,000.00, increased annually by the Urban Consumer Price Index. For example, if seven (7) total units are developed at an inclusionary site, a twenty percent (20%) set-aside would require 1.4 affordable units. The developer shall round up the 0.4 unit to one (1) whole affordable unit and construct a total of two (2) affordable units.
- B. Income distribution of affordable dwelling units.
 - (1) At least half of all affordable units within each affordable housing development shall be affordable to low-income households.
 - (2) At least half of the affordable units within each affordable housing development

shall be affordable to low-income households. Of the total number of affordable rental units, thirteen percent (13%) shall be affordable to very low-income households.

- C. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - (1) The combined number of efficiency and one-bedroom units is no greater than twenty percent (20%) of the total low- and moderate-income units;
 - (2) At least thirty percent (30%) of all low- and moderate-income units are two-bedroom units;
 - (3) At least twenty percent (20%) of all low- and moderate-income units are three-bedroom units; and
 - (4) The remainder, if any, may be allocated at the discretion of the developer.
- D. Age-restricted low- and moderate-income units may utilize a modified bedroom distribution. At a minimum, the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the affordable development. The standard may be met by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit.

§97-5 Occupancy Standards

- A. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - (1) The combined number of efficiency and one-bedroom units is no greater than 20 percent of the total low- and moderate-income units;
 - (2) At least 30 percent of all low- and moderate-income units are two bedroom units;
 - (3) At least 20 percent of all low- and moderate-income units are three bedroom units; and
 - (4) The remainder, if any, may be allocated at the discretion of the developer.
- B. Age-restricted low- and moderate-income units may utilize a modified bedroom distribution. At a minimum, the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the affordable development. The standard may be met by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit.
- C. In determining the initial rents and initial sales prices for compliance with the affordable average requirements for restricted units other than age-restricted dwellings, the following standards shall be used:
 - (1) Studio shall be affordable to a one-person household;

- (2) A one-bedroom unit shall be affordable to a one-and-one-half person household;
 - (3) A two-bedroom unit shall be affordable to a three-person household;
 - (4) A three-bedroom unit shall be affordable to a four-and-one-half person household;
 - (5) A four-bedroom unit shall be affordable to a six-person household.
- D. For age-restricted affordable dwellings, the following standards shall be used:
- (1) A studio shall be affordable to a one-person household;
 - (2) A one-bedroom unit shall be affordable to one-and-one-half person household;
 - (3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- E. In referring certified households to specific restricted units, to the extent feasible and without causing an undue delay in occupying the unit, the administrative agent shall strive to:
- (1) Provide an occupant for each unit bedroom;
 - (2) Provide children of different sex with separate bedrooms; and
 - (3) Prevent more than two persons from occupying a single bedroom.
- F. **Size of Units.** The minimum size of affordable housing units, which is necessary to ensure the public health safety and welfare of its occupants, shall be as indicated in the following table:

Minimum Size of Affordable Housing Units

Type of Unit	Minimum Size (gross square feet)
Efficiency	500
One-bedroom	600
Two-bedroom	750
Three-bedroom	900

- G. **Certificates of Occupancy.** The following additional requirements for the issuance of certificates of occupancy shall apply to inclusionary developments:
- (1) Final site plan or subdivision approval for any inclusionary development shall be contingent upon the affordable housing development meeting the following phasing schedule for low- and moderate-income units whether developed in one stage or more stages. The initial issuance of certificates of occupancy for market units shall be linked to the issuance of certificates of occupancy for affordable units. Prior to the issuance of the certificates of occupancy for market units, certificates of occupancy for affordable units shall be required in the following minimum

ratios:

Required Percentage of Affordable to Market Units

Percentage of Affordable Housing Units Completed	Percentage of Market Housing Units Completed
0%	25%
10%	25% + 1
50%	50%
75%	75%
100%	90%

- (2) Each unit of affordable housing shall require a certificate of occupancy, which shall become void upon a change of owner or tenant.
- (3) No certificate of occupancy shall be issued for a low and moderate income unit unless the provisions of *N.J.A.C. 5:93-9.3*, or superseding administrative code, are met.
- H. Utilities and Heating Source. 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 the NJ Department of Community Affairs for its Section 8 program. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- I. Appearance and Location. The facade of an affordable housing dwelling shall be indistinguishable from those of market units in terms of the use of exterior materials, windows, doors, reveal, roof pitch, color, or other material. Affordable housing units shall be fully integrated with market rate housing to the greatest extent feasible and shall have access to open space and site amenities comparable to that of market rate units, unless otherwise approved by the Municipal Housing Liaison.
- J. Tenure. For inclusionary developments with a single housing type, the affordable housing units shall have the same tenure as the market housing units.

§97-6 Township Administrative Agent and Other Administrative Agents

- A. The Township Council shall yearly appoint a Township Administrative Agent to monitor sales and resales of affordable housing units pursuant to N.J.A.C. 5:80-26.14. The Administrative Agent of the municipality may also be the Municipal Housing Liaison, but is not required to be.
- B. The Township Administrative Agent shall monitor the designated Administrative Agent of the developer in the initial sales and rental transactions for low- and moderate-income dwellings in accordance with N.J.A.C. 5:80-26.14, as it may be amended or superseded. The developer's administrative agent shall have all of responsibilities as put forth in this

rule. After the initial sales and rental transactions, the Township Administrative Agent shall monitor the activities of the developer's or owner's Administrative Agent for any re-sales or re-rentals. If the person is the Township's Administrative Agent, then he or she shall assume all of the duties and responsibilities set forth in N.J.A.C. 5:80-26.14 following the initial renting, sales and occupancy of low- and moderate-income dwellings. The affordability controls set forth in this chapter shall be administered and enforced by the Administrative Agent regardless of association. The primary responsibility of the Administrative Agent shall be to ensure that the restricted units are sold or rented, as applicable, only to low- and moderate-income households in accordance with the Fair Housing Act.

- C. The Township Council may establish a reasonable fee to program participants for the administration of the affordability controls program.
- D. The Administrative Agent, whether the Township's representative, developer's agent, or a delegated agent, shall have the responsibility to income qualify low and moderate-income households, to place income eligible households in low- and moderate-income units upon initial occupancy, to provide for the initial occupancy of low- and moderate-income units with income qualified households, to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls, to assist with advertising and outreach to low- and moderate-income households, and to enforce the terms of the deed restriction and mortgage loan. All Administrative Agents shall provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements and landlord/tenant law.
- E. The Municipal Housing Liaison shall coordinate his or her activities with the Township Administrative Agent to ensure the accurate tracking of the progress of affordable housing in the municipality, answer inquiries regarding affordable housing from the public or direct same to the appropriate official or agency, and comply with the affordable housing monitoring and reporting requirements of the state.
- F. In order to ensure an orderly transfer of control responsibility from a municipality to an administrative agent, from one administrative agent to another administrative agent, or other transfer, the requirements as set forth in N.J.A.C. 5:80-26.17 shall apply as are necessary before or during the transition. The Administrative Agent's enforcement responsibility for implementing such practices and procedures shall not be delegated or otherwise transferred to any other party, except to a successor administrative agent.
- G. By accepting state funds for affordable housing purposes, or by submitting to the jurisdiction of the NJ Department of Community Affairs or its successor agency, the Township of Moorestown shall be deemed to have delegated to the Administrative Agent the day-to-day responsibility for implementing practices and procedures designated to ensure effective compliance with the controls set forth in this Article. The governing body of the municipality, however, shall retain the ultimate responsibility for ensuring effective compliance with the requirements as set forth in UHAC and any settlement agreements pertaining to affordable housing matters.

- H. The Township Administrative Agent shall keep records of the affirmative marketing activities undertaken in accordance with the affirmative marketing plan established by any developer's Administrative Agent. The records shall include, but not be limited to, the following:
- (1) Electronic reporting of affordable housing activity; any required paper forms;
 - (2) Copies of any press releases, brochures, flyers, print advertisements and application forms used in the affirmative marketing program.
 - (3) The income and demographic characteristics of each household applying for and occupying income-restricted housing.
 - (4) An evaluation of any necessary adjustments required to the affirmative marketing program as communicated by the Administrative Agent.

§97-7 Monitoring Requirements.

- A. The Municipal Housing Liaison shall complete and return to COAH, its successor, or court of competent jurisdiction all forms necessary for monitoring requirements related to dwelling units in affordable housing projects and 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 of Moorestown's approved housing program, as well as to the expenditure of revenues and implementation of the approved plan.
- B. Beginning on August 28, 2019, and on every anniversary of that date through August 28, 2025, the Township agrees to provide annual reporting of its Affordable Housing Trust Fund activity to the New Jersey Department of Community Affairs ("NJDCA"), COAH, or Local Government Services ("NJLGS"), or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center ("FSHC") and posted on the municipal website, using forms developed for this purpose by the NJDCA, COAH, or NJLGS. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.
- C. Beginning on August 28, 2019, and on every anniversary of that date through August 28, 2025, the Township agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to FSHC, using forms previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.
- D. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity. Such posting shall invite any interested party to submit comments to the municipality, with a copy to FSHC, regarding

whether any sites no longer present a realistic opportunity. Any interested party may by motion request a hearing before the Court regarding these issues.

- E. By August 28, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low income housing obligations.

§97-8 Submission of Affordable Housing Plan.

- A. The developer of low and moderate income housing units shall submit to the Township Administrative Agent an Affordable Housing Plan that describes of the means to be used to insure that the required low and moderate income units are sold or rented only to low and moderate income households for a period of not less than thirty (30) years, that such units meet bedroom distribution and phasing requirements, and comports with the requirements of this Chapter pertaining to the provisions, leasing, selling and transferring units among eligible low and moderate income households.
- B. The Affordable Housing Plan shall indicate how the developer will comply with the procedures of this Article for selecting occupants of low and moderate income housing and the required affirmative marketing requirements. The requirements for affirmative marketing are found in §97-19. Whenever a developer proposes a third party operator or manager of affordable housing units, the Municipal Housing Liaison shall specifically approve such operator and manager.
- C. The following information shall promptly be provided to the Township Administrative Agent by the developer or sponsor of any project containing any affordable units' subject to the requirements of this Article, upon the later of either final municipal land use approval or issuance of a grant contract by a governmental authority:
 - (1) The total number of units in the project, and number of restricted units, broken down by bedroom size, identifying which are low and which are moderate income dwellings, and including street addresses of restricted dwellings;
 - (2) Floor plans of all affordable dwellings, including complete and accurate identification of uses and dimensions of all rooms;
 - (3) A project map identifying the locations of low and moderate income and market dwellings;
 - (4) A list of project principals or partners, together with a list of all other affordable projects in which they have been involved over the previous five years;
 - (5) Projected construction schedule;
 - (6) Proposed pricing for all units, including any purchaser options and add-on items;

- (7) A list of all public funding sources and copies of grant or loan agreements for those sources;
 - (8) Condominium fees or homeowner association and any other maintenance or other fees;
 - (9) Estimated real property taxes for sale units;
 - (10) Sewer, trash disposal and any other utility assessments;
 - (11) Flood insurance requirement, if applicable;
 - (12) A description of all HVAC systems;
 - (13) Location of any common areas and elevators;
 - (14) Proposed form of lease for any rental units;
 - (15) The name of the person who will be responsible for official contact with the Township Administrator for the duration of the project;
 - (16) The name and qualifications of the developer's administrative agent, if applicable; and
 - (17) The State-approved Planned Real Estate Development public offering statement and/or master deed where available or applicable.
- D. The developer shall submit the Affordable Housing Plan to the Township Administrative Agent at least 45 days prior to the advertising of the availability of the units. The agent will approve or modify the plan within thirty (30) working days of receipt of the plan or within such time as additionally granted by the developer.

§97-9 Household Income Limitations.

- A. The incomes of low and moderate-income households occupying affordable housing shall not exceed the income limits as of January 1 of the current year.
- B. Median Income Determination. Income limits for all units for which income limits are not already established through a federal program exempted from UHAC pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by the U.S. Department of Housing and Urban Development (HUD) as follows:
 - (1) Regional income limits shall be established for the Region 5 based on the median income by household size, which shall be established by a regional weighted average of the uncapped Section 8 income limits published by HUD. To compute this regional income limit, the HUD determination of median county income for a family of four is multiplied by the estimated households within the county according to the most recent decennial Census. The resulting product for each county within the housing region is summed. The sum is divided by the estimated total households from the most recent decennial Census in Region 5. This quotient represents the regional weighted average of median income for a household of four. The income limit for a moderate-income unit for a household of four shall be eighty

percent (80%) of the regional weighted average median income for a family of four. The income limit for a low-income unit for a household of four shall be fifty percent (50%) of the HUD determination of the regional weighted average median income for a family of four. The income limit for a very low income unit for a household of four shall be thirty percent (30%) of the regional weighted average median income for a family of four. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

- (2) The income limits calculated each year shall be the result of applying the percentages set forth in subparagraph –(1) above to HUD's determination of median income for the relevant fiscal year, and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- (3) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)3 shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to subparagraph –(1) above over the previous year's income limits, and applying the same percentage increase to the Regional Asset Limit from the prior year. In no event shall the Regional Asset Limit be less than that for the previous year.

- C. Affordable Housing Purchase or Rent. Very low income housing units shall be reserved for households with a gross household income less than or equal to thirty percent (30%) of the median regional income. Very low income households shall be considered a subset of low income units. Of the number of very low income households, at least fifty percent (50%) shall be for family households. Low income housing units shall be reserved for households with a gross household income less than or equal to fifty percent (50%) of the median regional income. Moderate income units shall be reserved for households with a gross household income more than fifty percent (50%) but equal to or less than eighty percent (80%) of the median income.
- D. Assisted Living Facilities. Income determination and eligibility for assisted living facilities shall also comply with the New Jersey Housing and Mortgage Finance Agency's Assisted Living Underwriting Guidelines and Financing Policy, dated May 28, 1996, as it may be amended or superseded. The monthly fee for rent, meals, and basic services for the affordable units in the assisted living facility shall not exceed eighty percent (80%) of household income. For the purposes of this section, 62.5% of the fee shall be assumed to be for meals and basic services and 37.5% of the fee for rent.

§97-10 Household Income Verification.

- A. The Administrative Agent shall secure all information from applicant households necessary and appropriate to determine that restricted dwellings are occupied by properly sized households with appropriate very low, low or moderate income levels. No household may be referred to a restricted dwelling, or may receive a commitment with respect to a

restricted dwelling, unless that household has received a signed and dated certification, as set forth in this section, and has executed the certificate in the form provided.

- B. The Administrative Agent shall use a random selection process to select occupants of very low, low and moderate- income housing.
- C. The Administrative Agent shall prepare a standard form of certification and shall sign and date one for each household when certified. This certification shall be known as a Certificate of Eligibility and shall be a prerequisite for the purchase or rental of an income-restricted dwelling. An initial certification shall be valid for no more than 180 days unless a valid contract for sale or lease has been executed within that time period. In this event, certifications shall be valid until such time as the contract for sale or lease is ruled invalid and no occupancy has occurred. Certifications may be renewed in writing at the request of a certified household for an additional period of 180 days at the discretion of the Administrator or Administrative Agent.
- D. When reviewing an applicant household's income to determine eligibility, the Administrator or Administrative Agent shall compare the applicant household's total gross annual income to the regional very low, low and moderate income limits then in effect, as approved by the court of competent jurisdiction. For the purposes of this subchapter, income includes, but is not limited to, wages, salaries, tips, commissions, alimony, regularly scheduled overtime, pensions, social security, unemployment compensation, Temporary Assistance for Needy Families (TANF), verified regular child support, disability, net income from business or real estate, and income from assets such as savings, certificates of deposit, money market accounts, mutual funds, stocks, bonds and imputed income from non-income producing assets, such as equity in real estate.
- E. Except as otherwise specifically stated in this subchapter, the sources of income considered by the Administrator or Administrative Agent shall be the types of regular income reported to the Internal Revenue Service and which is eligible to be used for mortgage loan approval. Household annual gross income shall be calculated by projecting current gross income over a 12-month period.
- F. Assets not earning a verifiable income shall have an annual imputed interest income using a current average annual savings interest rate. Assets not earning income include, but are not limited to, present real estate equity. Applicants owning real estate shall produce documentation of a market value appraisal and outstanding mortgage debt. The difference shall be treated as the monetary value of the asset and the imputed interest added to income. If the applicant household owns a primary residence with no mortgage on the property valued at or above the regional asset limit, a Certificate of Eligibility shall be denied by the Administrator or Administrative Agent, unless the applicant's existing monthly housing costs (including principal, interest, taxes, homeowner and private mortgage insurance, and condominium and homeowner association fees as applicable) exceed 33% of the household's eligible monthly income.
- G. Rent from real estate shall be considered income, after deduction of any mortgage payments, real estate taxes, property owner's insurance and reasonable property

management expenses as reported to the Internal Revenue Service. Other expenses are not deductible. If actual rent is less than fair market rent, the Administrator or Administrative Agent shall impute a fair market rent.

- H. Income does not include benefits, payments, rebates or credits received under any of the following:
- (1) Federal or State low income energy assistance programs;
 - (2) Food stamps, payments received for foster care, relocation assistance benefits;
 - (3) Income of live-in attendants, scholarships, student loans, and personal property, including but not limited to, automobiles; and
 - (4) Lump-sum additions to assets such as inheritances, lottery winnings, gifts, insurance settlements, and part-time income of persons enrolled as full-time students.
 - (5) Income, however, does include interest and other earnings from the investment of any of the foregoing benefits, payments, rebates, or credits.
- I. The Administrative Agent shall require each member of an applicant household who is 18 years of age or older to provide documentation to verify the member's income, including income received by adults on behalf of minor children for their benefit. Household members 18 years of age or older who do not receive income must produce documentation of current status. Income verification documentation may include, but is not limited to, the following for each and every member of a household who is 18 years of age or older:
- (1) Four consecutive pay stubs, not more than 120 days old, including bonuses, overtime or tips, or a letter from the employer stating the present annual income figure;
 - (2) Copies of Federal and State income tax returns for each of the preceding three tax years;
 - (3) A letter or appropriate reporting form verifying monthly benefits such as Social Security, unemployment, TANF, disability or pension income (monthly or annually);
 - (4) A letter or appropriate reporting form verifying any other sources of income claimed by the applicant, such as alimony or child support;
 - (5) Income reports from banks or other financial institutions holding or managing trust funds, money market accounts, certificates of deposit, stocks or bonds; and
 - (6) Evidence or reports of income from directly held assets such as real estate or businesses.
 - (7) Court ordered payments for alimony or child support to another household, whether or not it is being paid regularly, shall be excluded from income for purposes of determining income eligibility.
- J. At the discretion of the Administrative Agent, households may also be required to produce documentation of household composition for determining the correct dwelling size and applicable median income guide.

- K. Tenant Income Eligibility. In addition to the foregoing requirements, tenant income eligibility shall be in accordance with the median income limits of N.J.A.C. 5:80-26.13. Very low-income rental units shall be reserved for households with a gross household income less than or equal to thirty percent (30%) of the regional median household income by household size. Low-income rental units shall be reserved for households with a gross household income less than or equal to fifty percent (50%) of the regional median household income by household size. Moderate-income rental units shall be reserved for households with a gross household income less than eighty percent (80%) of the regional median household income by household size.
- L. 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 thirty-five percent (35%) (forty percent [40%] 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:
- M. The household currently pays more than thirty-five percent (35%) (forty percent (40%) for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
- (a) The household has consistently paid more than thirty-five percent (35%) (forty percent (40%) for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - (b) The household is currently in substandard or overcrowded living conditions;
 - (c) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - (d) 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.
- N. The applicant shall file documentation sufficient to establish the existence of the circumstances in –M(a) through –M(d) above with the Administrative Agent, who may counsel the household on budgeting.

§97-11 Certificate of Eligibility, Waiting List and Selection

- A. If the household is found to be eligible for low- and moderate-income housing, they shall be issued a Certificate of Eligibility and placed on the affordable housing waiting list, except in the event that such a certificate is withheld or removed in accordance with this section. Eligible persons that live or work within Housing Region 5 shall have preference over those that live or work in another housing region.

- B. Applicants shall be selected in the order in which their applications are certified and in accordance with the provisions of this section.
- C. Households remaining on a waiting list shall update its application no later than April 30 each year, including the most recent federal income tax return of each member of the proposed household and such other updated income and other information requested on the application.
- D. Households on the waiting list who have not submitted the required information by May 15 each year shall be notified by certified mail, mailed to the address on file that they have until June 30 of that year to provide the information or they shall be removed from the waiting list.
- E. Any household whose income or priority category has changed such that the household has become eligible for a different category of housing or priority list shall be placed on the appropriate list without penalty or favor as of the date of the original application.
- F. Any household whose income has increased to the degree that it is no longer eligible for low or moderate income housing shall be removed from the waiting list.
- G. If the Township Administrative Agent or Administrative Agent has reason to believe that the information on file is erroneous or incomplete, he or she shall have the right to conduct an investigation and request any additional information deemed necessary to obtain accurate household information. If an applicant does not cooperate in such investigation or refuses to reply with the requested additional information within 30 days of said request, the applicant shall be removed from the list.
- H. All applications shall be notarized and certified complete and accurate. Anyone knowingly submitting incomplete, inaccurate, incorrect or false information may be removed from eligibility for very low-, low- and moderate-income dwellings. All information submitted to the Township Administrative Agent or Administrative Agent for the purposes of determining applicant eligibility shall be strictly confidential and not considered a public record.
- I. Prior to the time of availability of a very low-, low- and moderate-income dwelling, the Township Administrative Agent or Administrative Agent shall notify by certified mail the top three households on the waiting list for the type of dwelling available, its location and the estimated date it will be available. If a purchaser or tenant cannot be found from the top three households on the waiting list, notice shall be sent to the fourth, fifth, etc., household until a purchaser or tenant is found. The household shall, within 14 days of mailing, notify the Township Administrative Agent or Administrative Agent, in writing, of its intent to occupy the dwelling and, if selected, its intent to comply with the requirements of paragraph –J, below, within 15 days. Any household which fails to respond to the notice or chooses to reject a specific dwelling by informing the Administrative Agent in writing, shall retain its priority and shall be notified of available dwellings in the future, except that if a household chooses to reject a dwelling or fails to respond three times, it shall be removed from the list and must reapply and re-qualify if it wishes to be placed on the list at a new qualified priority.
- J. At the time of notice to a household of the availability of an appropriate type of dwelling and if the household notifies the Administrative Agent of its intent to occupy the dwelling

and that household is selected for occupancy, each household member shall update the records on file and recertify the accuracy of the information as required herein. Information shall be reviewed and the eligibility status reconfirmed. The household selected shall only at that point proceed to make the legal and financial arrangements to acquire or lease the dwelling.

- K. If a household selected for occupancy is unable to obtain financing, it shall lose its eligibility for that dwelling, after notice, but shall retain its priority status for a similar appropriate dwelling as other dwellings become available and as long as the household remains eligible. When notified of the availability of another dwelling, updating and recertifying data as outlined in Subsection –J above is required.
- L. A certificate of eligibility may be withheld by the Township Administrative Agent or Administrative Agent as a result of an applicant’s inability to demonstrate sufficient present assets for down payment or security deposit purposes.
- M. A certificate of eligibility may be withheld by the Township Administrative Agent or Administrative Agent as a result of an applicant’s inability to verify funds claimed as assets, household composition or other facts represented.
- N. A certificate of eligibility shall be denied by the Township Administrative Agent or Administrative Agent as a result of any willful and material misstatement of fact made by the applicant in seeking eligibility.

§97-12 Initial Selling and Renting Determinations.

- A. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures as set forth in UHAC.
- B. Required pricing stratification.
 - (1) The maximum rent for affordable units within each affordable development shall be affordable to households earning no more than 60% of median income and the average rent for low- and moderate-income units shall be affordable to households earning no more than 52% of median income. 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, provided that at least thirteen percent (13%) of all low- and moderate-income units shall be affordable to households earning no more than thirty percent (30%) of median income.
 - (2) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70% of median income. Each affordable development shall achieve an affordability average of 55% for restricted ownership units. In achieving this affordability average, moderate income ownership units shall be available for at least three different prices for each bedroom type, and low income ownership units shall be available for at least two different prices for each bedroom type.
- C. Initial Pricing and Annual Increases of Affordable Dwellings.

- (1) Owner-occupied dwellings initial pricing. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the dwelling, including principal and interest (based on a mortgage loan equal to 95% 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% of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4; provided, however, that the price shall be subject to the affordability average requirement as noted above.
- (2) Rental dwellings initial pricing. The initial rent for a restricted rental dwelling shall be calculated so as not to exceed thirty percent (30%) 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.
- (3) Owner-occupied dwellings annual increase. 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.
- (4) Rental dwellings annual increase. 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 (9%) 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.
- (5) 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 the NJ Department of Community Affairs for its Section 8 program.

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

- (1) The initial purchase price for a restricted ownership dwelling shall be approved by the Township Administrative Agent.
- (2) The Township 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 homeowners and the market homeowners.

E. The owners of restricted ownership units may apply to the Township Administrative Agent to increase the maximum sales price for the dwelling on the basis of eligible capital

improvements. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or the addition of a bathroom.

§97-13 Affordability Controls for Ownership Units.

- A. The affordability control period for a restricted ownership dwelling shall commence on the date the initial certified household takes title to the dwelling.
- B. Each restricted ownership dwelling shall remain subject to the requirements of UHAC until the Township of Moorestown elects to release the dwelling from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.5(g). Prior to such municipal election, a restricted ownership dwelling shall remain subject to the requirements of N.J.A.C. 5:80-26.5, for a period of at least thirty (30) years, and for a period of at least ten (10) years or the sale and repayment of any loan proceeds for owner-occupied units that were rehabilitated. Where a dwelling unit is entered into an extension of expiring controls program, the time period for the ownership restriction shall be at least thirty (30) years from the date that the existing or prior restriction would have expired.
- C. The affordability control period for a restricted ownership dwelling shall commence on the date the initial certified household takes title to the dwelling.
- D. Each restricted ownership dwelling shall remain in compliance with and subject to the requirements of N.J.A.C. 5:80-26.5 for control periods, N.J.A.C. 5:80-26.6 for price restrictions, N.J.A.C. 5:80-26.7 for buyer income eligibility, N.J.A.C. 5:80-26.8 for limitations on indebtedness and subordination, N.J.A.C. 5:80-26.9 for capital improvements, and N.J.A.C. 5:80-26.10 for maintenance.
- E. Limitations on Indebtedness Secured by Ownership Dwelling; Subordination.
 - (1) Prior to incurring any indebtedness to be secured by a restricted ownership dwelling, the Township 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 dwelling to exceed 95% of the maximum allowable resale price of that dwelling, as such price is determined by the Township Administrative Agent in accordance with N.J.A.C. 5:80-26.6(b).
- F. Capital Improvements to Ownership Units.
 - (1) The owners of restricted ownership units may apply to the Township Administrative Agent to increase the maximum sales price for the dwelling on the basis of capital improvements made since the purchase of the dwelling. Eligible capital improvements shall be those that render the dwelling suitable for a larger household or that adds an additional bathroom. In no event shall the maximum sales price of an improved housing dwelling exceed the limits of affordability for the larger household.
 - (2) Upon the resale of a restricted ownership dwelling, all items of property that are permanently affixed to the dwelling or were included when the dwelling was

initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Township Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the dwelling and not included in the base price may be made a condition of the dwelling resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Township Administrative Agent. Unless otherwise approved by the Township Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the dwelling resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

G. Notice of Resale, Recapture Covenant and 95/5 Purchase Options.

- (1) The owner of the property is required to notify the Township Administrative Agent by certified mail of any intent to sell the property 90 days prior to entering into an agreement for the first non-exempt sale of the Property after the conclusion of the period of affordability controls on restricted units in effect at the time the Property was first restricted as part of the Affordable Housing Program.
- (2) The municipal construction code official shall inspect the available affordable resale unit for construction and property maintenance code violation(s). The code official shall submit in writing to the owner and the Township Administrative Agent a listing of the violation(s). The estimated cost of the repairs not completed by the owner prior to resale shall be deducted from the resale price. The cost of repairs not undertaken by the owner will be determined by estimator(s) and/or contractor(s) supplied by the Township Administrative Agent and charged back to the seller.
- (3) Upon the first such non-exempt sale of the Property, 95% of the difference between, (i), the actual sale price; and (ii), the regulated maximum sales price that would be applicable were the period of affordability controls on restricted units still in effect, shall be paid at closing to the Township of Moorestown; or, to the NJ Department of Community Affairs or NJ Housing and Mortgage Finance Agency, when acting as receiving agent for the municipality. Exempt sales shall be as listed in §97-14.
- (4) Such non-exempt sale is subject to the options provided for in N.J.A.C. 5:80-26.20 (Option to buy 95/5 units), N.J.A.C. 5:80-26.21 (Municipal Option on 95/5 units), N.J.A.C. 5:80-26.22 (State Option on 95/5 Units), N.J.A.C. 5:80-26.23 (Non-Profit Option on 95/5 Units), N.J.A.C. 5:80-26.24 (Seller Option on 95/5 Units), N.J.A.C. 5:80-26.25 (Municipal Rejection of Repayment Option on 95/5 Units) and N.J.A.C. 5:80-26.26 (Continued Application of Options to Create, Rehabilitate or Maintain 95/5 Units) of UHAC.

§97-14 Affordability Controls on Rental Dwellings.

- A. Each restricted rental dwelling shall remain subject to the requirements of UHAC until the Township of Moorestown elects to release the dwelling from such requirement pursuant to action taken in compliance with N.J.A.C. 5:80-26.11(e). Prior to such a municipal election, a restricted rental dwelling shall remain subject to the requirements of N.J.A.C. 5:80-26.11, for a minimum of 30 years, and for a period of at least 10 years or the sale and repayment of any loan proceeds for renter-occupied units that were rehabilitated.
- B. Each restricted rental dwelling shall remain in compliance with and subject to the requirements of N.J.A.C. 5:80-26.11 for control periods, N.J.A.C. 5:80-26.12 for restrictions on rents, and N.J.A.C. 5:80-26.13 for tenant income eligibility.
- C. 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 Township Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- D. A restricted rental dwelling shall remain subject to the affordability controls of this Article, despite the occurrence of any of the following events:
 - (1) Sublease or assignment of the lease of the dwelling;
 - (2) Sale or other voluntary transfer of the ownership of the dwelling; or
 - (3) The entry and enforcement of any judgment of foreclosure.
- E. Rent Restrictions for Rental Units; Leases.
 - (1) A written lease shall be required for all restricted rental units, 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 dwelling shall be provided to the Township Administrative Agent.
 - (2) No additional fees or charges shall be added to the approved rent without the express written approval of the Township Administrative Agent.
 - (3) Application fees (including the charge for any credit check) shall not exceed 5% of the monthly rent of the applicable restricted dwelling and shall be payable to the Township Administrative Agent to be applied to the costs of administering the controls applicable to the dwelling as set forth in this Article.

§97-15 Accessibility Requirements.

The following barrier free accessibility and adaptability requirements shall apply to all new construction:

- 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 Sub-code, N.J.A.C. 5:23-7.

- B. All restricted townhouse dwellings and all restricted units in other multistory buildings in which a restricted dwelling is attached to at least one other dwelling shall have the following features:
- (1) An adaptable toilet and bathing facility on the first floor;
 - (2) An adaptable kitchen on the first floor;
 - (3) An interior accessible route of travel on the first floor;
 - (4) An interior accessible route of travel shall not be required between stories within an individual dwelling;
 - (5) 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
 - (6) An accessible entranceway in accordance with N.J.S.A. 52:27D-311a and the Barrier Free Sub-code, N.J.A.C. 5:23-7, or evidence that the municipality has collected funds from the developer sufficient to make ten percent (10%) of the adaptable entrances in the development accessible:
 - (a) Where a dwelling has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling, an accessible entrance shall be installed.
 - (b) To this end, the developer of restricted units shall deposit funds within the affordable housing trust fund of the Township of Moorestown sufficient to install accessible entrances in ten percent (10%) of the affordable units that have been constructed with adaptable entrances.
 - (c) The funds deposited under subparagraph –(b) above shall be used by the Township for the sole purpose of making the adaptable entrance of any affordable dwelling accessible when requested to do so by a person with a disability who occupies or intends to occupy the dwelling and requires an accessible entrance.
 - (7) The developer of the restricted units shall submit a design plan and cost estimate for the conversion from an adaptable to an accessible entrance to the Construction Code Official.
 - (8) Once the Construction Code 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 that the cost estimate of such conversion is reasonable, payment shall be made into the municipality’s affordable housing trust fund by the Chief Financial Officer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.
 - (9) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that physical or environmental conditions of the site render it

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.

§97-16 Exempt Transactions.

- A. The following transactions shall be deemed "non-sales" for purposes of these regulations and the owner receiving title by virtue of any of the following transactions shall be entitled to a statement of exemption to the owner receiving title by virtue of any of the following transactions:
- (1) Transfer of ownership of an affordable sales unit between husband and wife;
 - (2) Transfer of ownership of an affordable sales unit between former spouses ordered as a result of a judicial decree of divorce (and not including sales to third parties);
 - (3) Transfer of ownership of an affordable unit between family members as a result of inheritance;
 - (4) Transfer of ownership of an affordable unit through an executor's deed to a Class A beneficiary;
 - (5) Transfer of ownership of an affordable unit through an order of the Superior Court or other court, in a foreclosure proceeding or transfer in lieu of foreclosure after a foreclosure proceeding has commenced.
- B. Except for the income level of the family acquiring title by an exempt transaction, the exempt transfer will not eliminate any restrictions set forth herein including, but not limited to, the unit remaining the prime resident and the requirement for resale to low and moderate income families as applicable and all such restrictions shall remain in effect following the exempt transfer except as stated in subsection –A(5).
- C. Should a mortgagee acquire title pursuant to subsection –A(5) it may re-sell the unit to any family, regardless of income, with the municipality having the right of first refusal. The sales price to the municipality is the amount necessary to cure the foreclosure. This includes all principal and interest due to the mortgagee and other lien holders, repayment of equity to the owner prior to foreclosure and the costs of foreclosure. If the municipality does not purchase the unit, the mortgagee may sell the unit without any of the restrictions set forth in this section. The amount of the sale above that which is necessary to cure the foreclosure will be turned over to the municipality to be used for low and moderate income housing.

§97-17 Leasing Restriction.

Initial and subsequent owners of affordable housing units shall occupy the dwelling as their principal residence. Rental or subleasing of the affordable housing unit is expressly forbidden.

§97-18 Effect on Landlord and Tenant Relationship.

- A. Nothing in these rules should be construed to limit the rights and duties of the owner and tenant to maintain the dwelling in accordance with all appropriate New Jersey State or municipal construction and property maintenance codes.
- B. Notwithstanding anything to the contrary in this Article, any member of a household occupying a dwelling under this Article and subject to the regulations of the Township of Moorestown is subject to eviction for any reasons allowed under applicable New Jersey law. The provisions of this Article are not intended to confer any additional rights or obligations on property owners or tenants other than those mandated by statute or required by the courts of the State of New Jersey or the duly adopted regulations of any of its agencies.

§97-19 Affirmative Marketing for Affordable Housing.

- A. Purpose. The purpose of this Section is to establish administrative procedures to ensure a wide dissemination of knowledge of affordable housing units as they become available to the low and moderate income population, and that the selection of tenants or homeowners, as the case may be, meets the requirements of UHAC.
- B. An 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 or sponsor of affordable housing. An Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region.
- C. Affirmative Marketing Requirements. Within the overall framework of the municipality's affirmative marketing program, all affordable housing units in Moorestown Township shall be marketed in accordance with the provisions in this Section unless otherwise provided for in N.J.A.C. 5:80-26-1. An Affirmative Marketing Plan shall be created for each development that contains or will contain low and moderate income units, including those that are part of the Township's prior round Housing Element and its current Housing Element and those that may be constructed in future developments not yet anticipated. This Affirmative Marketing Plan shall also apply to any rehabilitated units that are vacated and re-rented during the applicable period of controls for rehabilitated rental units when Moorestown is allocated a rehabilitation component.
- D. Plan Preparation. The Township Administrative Agent or other Administrative Agent shall prepare an Affirmative Marketing Plan for each affordable housing program, as applicable, comporting with N.J.A.C. 5:80-26.15. The Township Administrative Agent shall review and approve any other Administrative Agent's Plan for use in the municipality. Regardless of the drafting agent, the Affirmative Marketing Plan is intended to be used by developers of affordable housing restricted to low and moderate income households located within the municipality. The Administrative Agent responsible for specific affordable housing

programs or developments shall ensure that the affirmative marketing of all affordable units is consistent with these provisions.

E. Affirmative Marketing Implementation. The Affirmative Marketing Plan includes regulations for qualification of income eligibility, price and rent restrictions, bedroom distribution, affordability control periods, and unit marketing in accordance to N.J.A.C. 5:80-26. All newly created affordable units will comply with the thirty-year affordability control required by UHAC, N.J.A.C. 5:80-26.5 and -26.11. This plan will be adhered to by all private, non-profit or municipal developers of affordable housing units and will cover the period of deed restriction or affordability controls on each affordable unit. The Affirmative Marketing Plan for each affordable housing development shall meet the following minimum requirements:

1. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 5, comprised of Burlington, Camden and Gloucester Counties.
2. Although the Township has the ultimate responsibility for implementing all aspects of Moorestown's affordable housing program, the Administrative Agent designated by the Township Administrative Agent shall assure that the affirmative marketing of all affordable units is consistent with the Affirmative Marketing Plan for the municipality.
3. The Administrative Agent shall provide a list of counseling services to low and moderate income applicants on subjects such as budgeting, credit problems, mortgage qualification, rental lease requirements, and landlord/tenant law.
4. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy. Advertising and outreach shall take place during the first week of the marketing program and each month thereafter until all of the affordable units have been leased or sold.
5. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the Township of Moorestown.
6. The Affirmative Marketing Plan for each affordable housing development shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
7. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in Moorestown; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
8. The Township Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organizations(s) in the Region 5 Housing Area for the use of the Township and other Administrative Agents. In addition, the list shall also include Fair Share Housing Center, the New Jersey State Conference of

the NAACP, the Latino Action Network; the Southern Burlington County Branch of the NAACP, Willingboro NAACP, Moorestown Ecumenical Neighborhood Development (MEND), Lutheran Social Ministries (LSM) and the Burlington County Community Action Program (BCCAP), which entities shall receive specific notice of all available affordable housing units along with copies of application forms. This list shall be updated periodically. The list shall contain organizations that will aid in the affirmative marketing program with particular emphasis on contacts with outreach to groups and individuals that are least likely to apply for affordable housing within the region. A representative sample of the organizations on the list not otherwise requiring specific notice herein shall be contacted as part of the affirmative marketing effort as approved by the Township Administrative Agent.

9. The Affirmative Marketing Plan of a developer or operator of restricted units shall be approved by the Township Administrative Agent prior to implementation.

§97-20 Violations of Chapter 97 Regulations.

- A. Upon the occurrence of a breach of any of the regulations governing the affordable dwelling by an owner, developer or tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an owner, developer or tenant of a low- or moderate-income dwelling and advising the owner, developer or tenant of the penalties for such violations, the municipality may take the following action against the owner, developer or tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the owner, developer or tenant is found by the court to have violated any provision of the regulations governing affordable housing units the owner, developer or tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - a. A fine of not more than one thousand dollars (\$1,000.00) or imprisonment for a period not to exceed ninety (90) days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - b. In the case of an owner who has rented his or her low- or moderate-income dwelling in violation of the regulations governing affordable housing units, payment into the Township of Moorestown's Affordable Housing Trust Fund of the gross amount of rent illegally collected;

- c. In the case of an owner who has rented his or her low or moderate income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
 2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the dwelling, 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 County 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.
- C. The proceeds of the Sheriff's sale shall first be applied to satisfy the first purchase money mortgage lien upon the dwelling and any prior liens on the dwelling. The excess, if any, shall be applied to reimburse the Township 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 Township in full as aforesaid, the violating owner shall be personally responsible for the deficiency, in addition to any and all costs incurred by the Township in connection with collecting said deficiency. The remainder, if any, up to a maximum of the amount the owner would be entitled to if he or she were to sell the dwelling as permitted by N.J.S.A. 5:80-26.1 et seq., shall be placed in escrow by the Township for the owner and shall be held in such escrow for a period of two years or until such time as the owner shall make a claim with the Township for the same. Failure of the owner to claim said sum within the two-year period shall automatically result in a forfeiture of said remainder to the municipality and paid into the Affordable Housing Trust Fund. Any interest accrued or earned on the remainder while being held in escrow shall belong to and shall be paid to the Moorestown Township Affordable Housing Fund whether the remainder is paid to the owner or forfeited to the Township. Any excess funds derived over and above the sum due the owner shall be paid over to the Township's Affordable Housing Trust Fund.
- D. 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 dwelling. 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.
- E. 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.

- F. Failure of the very low-, 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.
- G. 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.
- H. Right to Cure. The Township may, at its option, advance and pay all sums necessary to protect, preserve and retain the dwelling as an affordable dwelling, subject to the terms of this Article. All sums so advanced and paid by the Township shall become a lien against said dwelling and shall have a higher priority than any lien except the first purchase money mortgage lien and liens by duly authorized government agencies. Such sums may include but are not limited to insurance premiums, taxes, assessments (public or private) and costs of repair necessary to bring the dwelling up to any and all applicable local, state or federal codes and liens which may be or become prior and senior to any first purchase money mortgage as a lien on the dwelling or any part thereof. If, in the event of a default or nonpayment by the owner of an affordable dwelling, any first mortgagee or other creditor of an owner of an affordable dwelling exercises its contractual or legal remedies available, the owner shall notify the Administrative Agent and the Township Solicitor of the Township, in writing, within 10 days of notification by the first mortgagee or creditor and no later than 10 days after service of any summons and complaint, and the Township shall have the option to purchase, redeem or cure any default upon such terms and conditions as may be agreeable to all parties in interest and/or to acquire the first purchase money mortgage to the dwelling, thereby replacing the first mortgagee as the first mortgagee of the dwelling. The Township shall have the same priority of lien as was held by the first mortgagee at the time the Township acquires such first purchase money mortgage and shall have the right of subrogation with respect to any other claim or lien it satisfies or acquires.
- I. Provisions for First Purchase Money Mortgagees.
 - 1. The terms and restrictions of this section shall be subordinate only to a first purchase money mortgage lien on any affordable dwelling and in no way shall impair the first mortgagee's ability to exercise the contract remedies available to it in the event of default as set forth in the first purchase money mortgage. The first mortgagee and/or mortgage servicer shall serve written notice upon the Township within 10 days after the first purchase money mortgage is two months in arrears

and again within 10 calendar days of the filing of a complaint seeking foreclosure of the first purchase money mortgage held on an affordable dwelling. However, a judgment of foreclosure upon the property shall in no instance terminate the conditions and requirements of this Article maintaining the dwelling as an affordable, income-restricted residence.

2. The obligation of the first mortgagee and servicer to notify the Township shall cease automatically and immediately upon the sale of the first purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market, unless the rules and regulations or guidelines of the Federal National Mortgage Association are amended so as to not prohibit or exclude placing such obligation upon the holder of the mortgage or its service representative, in which case, an instrument duly evidencing the same shall be recorded with the Register of Deeds, Burlington County, New Jersey, before any such obligation shall exist. Provided that the first mortgagee is obligated to give the Township the above-mentioned notices, the first mortgagee shall also serve written notice of any proposed foreclosure sale upon the Township at least 30 days prior to the first scheduled date of such sale. The first mortgagee shall serve notice upon the Township within 30 days of the sale of the first purchase money mortgage to the Federal National Mortgage Association or in the secondary mortgage market.
3. The Township of Moorestown or any instrumentality designated by the Township shall have the right to purchase any mortgage which is in default at any time prior to the entry of a foreclosure judgment or within the redemption period thereafter. Notification of a default and of the institution of a foreclosure action and of a sheriff's sale shall be served, in writing, upon the Township Clerk and Municipal Attorney. The Township of Moorestown shall at all times be considered a party in interest and shall have the right to be joined as a party defendant and/or shall have the right to intervene in any foreclosure action seeking foreclosure of a first mortgage and/or shall have the right to redeem and acquire the owner's equity of redemption or to acquire the dwelling from the owner upon such terms and conditions as may be determined by the Township.
4. Surplus funds. In the event of a foreclosure sale by the holder of the first purchase money mortgage, the owner shall be personally obligated to pay to the Township any excess funds, but only to the extent that such excess funds exceed the difference between what the owner could have resold his dwelling for under this Article at the time of the foreclosure sale and the amount necessary to redeem and satisfy the first purchase money mortgage debt, including costs of foreclosure and costs of repairs necessary to bring the dwelling up to any and all applicable local, state or federal codes. For the purposes of this subsection, excess funds shall be the total paid to the sheriff in excess of the amount required to pay and satisfy the first purchase money mortgage, including the costs of foreclosure, even if junior creditors actually receive payment from said surplus funds to the exclusion of the owner. The Township is hereby given a first priority lien, second only to the first mortgagee for any taxes or public assessments by a duly authorized governmental body up to the full amount of excess funds. This obligation of the owner to pay this full amount to

the Township shall be deemed to be a personal obligation of the owner of record at the time of the foreclosure sale, and the Township is hereby empowered to enforce this obligation in any appropriate court of law or equity as though the same were a personal contractual obligation of the owner. Neither the first mortgagee nor the purchaser at the foreclosure sale shall be responsible or liable to the Township for any portion of this excess. The Township shall deposit any funds received in the Affordable Housing Trust Fund and use it for the purposes as set forth in the Housing Element and Fair Share Plan.

Section 3. Severability. If any portion of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the Zoning Ordinance as a whole, or any other part thereof.

Section 4. Repealer. All ordinances or parts of ordinances which are inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency only.

Section 5. Enactment. This Ordinance shall take effect upon the filing thereof with the Burlington County Planning Board after final passage, adoption, and publication by the Township Clerk of the Township of Moorestown in the manner prescribed by law.

NOTICE

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey, held on May 20, 2019. This ordinance will be further considered for final passage by the Township Council at a meeting to be held in the Council Chamber of the Municipal Complex, 111 West Second Street, Moorestown, NJ on June 10, 2019 at 7:30 pm or at any time and place to which such meeting may be adjourned. All persons interested will be given the opportunity to be heard concerning such ordinance. During the week prior to and including the date of such further consideration, copies will be made available at the Municipal Clerk's Office to any member of the general public who shall request such copies. The ordinance may be viewed in full on the Township's website at <http://www.moorestown.nj.us>.

Patricia L. Hunt, RMC
Township Clerk

Appendix Q

Ordinance 17-2017 – Extension of Controls Bond Ordinance

TOWNSHIP OF MOORESTOWN

ORDINANCE NO. 17-2017

AN ORDINANCE OF THE TOWNSHIP OF MOORESTOWN, IN THE COUNTY OF BURLINGTON, NEW JERSEY, PROVIDING FOR THE ACQUISITION OF REAL PROPERTY INTERESTS (AFFORDABILITY CONTROLS) IN VARIOUS RESIDENTIAL REAL PROPERTY IN AND FOR THE TOWNSHIP, APPROPRIATING \$3,045,000 THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$2,892,750 IN GENERAL IMPROVEMENT BONDS OR NOTES OF THE TOWNSHIP TO FINANCE THE SAME

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOORESTOWN, IN THE COUNTY OF BURLINGTON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement or purpose described in Section 3 of this bond ordinance is hereby authorized to be undertaken by the Township of Moorestown, in the County of Burlington, New Jersey (the "Township") as a general improvement. For the improvement or purpose described in Section 3 hereof, there is hereby appropriated the sum of \$3,045,000, including the sum of \$152,250 as the down payment from funds available from the Township's Affordable Housing Trust Fund.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment or otherwise provided for hereunder, negotiable bonds or notes are hereby authorized to be issued in the principal amount of \$2,892,750, pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvements hereby authorized and the purposes for which the bonds or notes are to be issued is to pay the costs of extending affordability controls on one hundred one existing residential units within the Township's affordable housing inventory, and adding existing units to the Township's affordable housing inventory, for up to an additional 30 year period, with a payment per unit of approximately \$30,000, and including all work and materials necessary to complete the acquisition of the property. A list of the location and address of the existing residential units appearing within the township's existing affordable housing inventory is on file in the Office of the Township Manager and attached hereto as "Exhibit A."

(b) The estimated maximum amount of bonds or notes to be issued for the improvements or purposes is as stated in Section 2 hereof.

(c) The estimated cost of the improvements or purposes authorized herein is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. 40A:2-8(a). The chief financial officer is hereby authorized to sell part or all of the notes from time to time, at not less than par and accrued interest, at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. The capital budget or temporary capital budget (as applicable) of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Clerk and is available there for public inspection.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The several improvements or purposes described in Section 3 of this bond ordinance are not current expenses. They are improvements or purposes the Township may lawfully undertake as general improvements, and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of the improvements or purposes, within the limitations of the Local Bond Law, computed on the basis of respective amounts or obligations for the several purposes and the respective reasonable life thereof within the limitations of the Local Bond Law, is 30 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of

the bonds and notes provided in this bond ordinance by \$2,892,750, and the obligations authorized herein will be within all debt limitations prescribed by that Law.

(d) An aggregate amount not exceeding \$200,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the improvements or purposes.

(e) The Township reasonably expects to commence the acquisition of the several improvements or purposes described in Section 3 hereof, and to advance all or a portion of the costs in respect thereof, prior to the issuance of bonds or notes hereunder. To the extent such costs are advanced, the Township further reasonably expects to reimburse such expenditures from the proceeds of the bonds or notes authorized by this bond ordinance, in an aggregate amount not to exceed the amount of bonds or notes authorized in Section 1 hereof.

Section 7. Any grant moneys to be received for the purposes described in Section 3 hereof shall be applied either to direct payment of the cost of the improvements or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized hereunder shall be reduced to the extent that such funds are so used.

Section 8. The full faith and credit of the Township is hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Township, and the Township shall be obligated to levy ad valorem taxes upon all the taxable real property within the Township for the payment of the obligations and the interest thereon without limitation as to rate or amount.

Section 9. The Township Council hereby covenants on behalf of the Township to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder.

Section 10. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law and shall be cited as Ordinance No. 17-2017.

NOTICE AND CERTIFICATION

I hereby certify that Ordinance No. 17-2017 was introduced and adopted on first reading by the Township Council of the Township of Moorestown, County of Burlington, State of New Jersey at a meeting of the Township Council held on September 11, 2017. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at Town Hall, 111 West Second Street on September 25, 2017 at 7:30 p.m. At least ten (10) days prior to and up to and including the date of such meeting, copies of the full ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same.

Patricia L. Hunt, RMC

Township Clerk

Exhibit A
MEND, Inc. - Extension of Expiring Controls Units

Development Name	Low Income		Moderate Income		Senior Units?	Controls Expiration
	Type	Number	Type	Number		
Beech Street 39 & 47 Beech Street B 4306, L 13-18	1 BR		1 BR		No	11/23/2009
18 Total Units ✓	2 BR	14	2 BR			
	3 BR	4	3 BR			
	Subtotal	✓ 18	Subtotal	0		
Clover Apartments 108 West Camden Ave. B 1201, L 17 & 18	1 BR	4	1 BR		No	5/1/2005
5 Total Units ✓	2 BR	1	2 BR			
	Subtotal	✓ 5	Subtotal	0		
Lenola School 100 New Albany Rd. B 1301, L 9 & 10	Efficiency	2	Efficiency		Yes	2/24/2008
33 Total Units ✓	1 BR	14	1 BR	17		
	2 BR		2 BR			
	Subtotal	✓ 16	Subtotal	17		
Moorestown Ct. 82 East Second St. B 4405, L 30	1 BR	8	1 BR		Yes	4/1/2009
8 Total Units ✓	Subtotal	✓ 8	Subtotal	0		
Musser Court 291 & 294 West Main St. B 2405, L 1 & 24	1 BR	8	1 BR		No	12/1/2014
16 Total Units ✓	2 BR	8	2 BR	0		
	Subtotal	✓ 16	Subtotal	0		
Stokes Place 150 Schooley St. B 4406, L 4	Efficiency	2	Efficiency		Yes	5/15/2011
16 Total Units ✓	1 BR	14	1 BR			
	Subtotal	✓ 16	Subtotal	0		
66-68 E. 2nd St. B 4405, L 24 & 25	2 BR	2	2 BR		No	8/10/2012
3 Total Units ✓	3 BR		3 BR	1		
	Subtotal	✓ 2	Subtotal	1		
124 E. Second St. B 4406, L 4	2 BR	1	2 BR		No	1/15/2012
One Unit ✓	Subtotal	✓ 1	Subtotal	0		
528 Bethel Ave. B 4101, L 5	3 BR		3 BR	1	No	3/10/2013
One Unit ✓	Subtotal		Subtotal	1 ✓		
	Total	82	Total	19		
TOTAL MEND UNITS	✓ 101 Units (44 Family, 57 Senior)					

**MOORESTOWN TOWNSHIP COUNCIL
MUNICIPAL COMPLEX (COUNCIL CHAMBERS)
111 West Second Street
Moorestown, New Jersey 08057**

September 25, 2017

WORKSHOP and OFFICIAL ACTION

AGENDA

7:00 P.M. WORKSHOP

I. MAYOR'S STATEMENT:

"Notice of this meeting has been provided in accordance with the Open Public Meetings Act" by:

1. Posting a copy of the Annual Meeting Schedule on the bulletin board in the Municipal Complex and emailing a copy to the Courier Post, Philadelphia Inquirer and all those requesting copies on January 6, 2017.
2. Posting a copy of the agenda on the bulletin board at the Municipal Complex.
3. Filing a copy of the agenda in the office of the Township Clerk at the Municipal Complex.
4. Forwarding a copy of the agenda to the Courier Post and the Philadelphia Inquirer.
5. Forwarding a copy of the agenda to each person who has requested copies of the regular meeting schedule.

All of the above posting, filing and mailing have taken place on the 22nd day of September, 2017.

II. WORKSHOP (INFORMAL DISCUSSION)

Topics (Time Permitting)

1. Discussion Regarding:
 - a. Scheduling Matters
 - b. Official Action Agenda
 - c. Any Amendments to the Agenda
2. Camden Avenue Bus Stop
3. Parking Meters
4. Outstanding Appointments

III. RESIDENTS REQUESTS & PRESENTATIONS (Items not listed on the Agenda)

(Concise comments would be appreciated. Please remember to state your name and address for the record)

7:30 P.M. OFFICIAL ACTION

IV. MOMENT OF SILENCE

V. FLAG SALUTE

VI. DISCUSSION

1. Reports from Members of Council
2. Upcoming Meeting(s) **Municipal Complex – 111 West Second Street**
 - a. October 2, 2017 - 7:00 p.m. (Workshop) 7:30 p.m. (Official Action) **(Council Chambers)**
 - b. October 23, 2017 - 7:00 p.m. (Workshop) 7:30 p.m. (Official Action) **(Council Chambers)**
3. Agenda Updates
4. Adoption of Consent Agenda Resolution

VII. PRESENTATIONS AND PROCLAMATIONS

Memo Extension of Affordability Controls

VIII. ORDINANCES ON SECOND READING

1. ~~17-2017~~ An Ordinance of the Township of Moorestown, in the County of Burlington, New Jersey, Providing for the Acquisition of Real Property Interests (Affordability Controls) in Various Residential Real Property in and for the Township, Appropriating \$3,045,000 Therefor, and Authorizing the Issuance of \$2,892,750 in General Improvement Bonds or Notes of the Township to Finance the Same

IX. ORDINANCES ON FIRST READING

1. ~~18-2017~~ An Ordinance of the Township of Moorestown Banning the Sale of Dogs and Cats at Pet Shops

X. CONSENT AGENDA RESOLUTIONS

1. ~~178-2017~~ Approval to Submit a Grant Application and Execute a Grant Contract with the New Jersey Department of Transportation for the Garwood Road Improvements Project
2. ~~179-2017~~ Authorizing the Cancellation of Certain Water & Sewer Charges
3. ~~180-2017~~ Appointing Pennoni Associates, Inc. as Alternate Engineer and Authorizing Award of a Contract for 2017

XI. MINUTES

1. August 28, 2017 Regular and Closed Session

XII. APPROVAL OF EXPENDITURES

XIII. MANAGER'S REPORT

XIV. CONTINUATION OF WORKSHOP (if necessary)

XV. COMMENTS FROM THE PUBLIC (Items listed on the Agenda)

XVI. CLOSING COMMENTS BY COUNCIL

XVII. CLOSED SESSION (Continued if Necessary)

XVIII. ADJOURNMENT (It shall be the practice of Council to adjourn all meetings no later than 10 p.m., unless Council shall agree otherwise. Any items on the agenda not addressed may be continued to the next meeting of Council.)

FORMAL OFFICIAL ACTION MAY BE TAKEN ON ANY ITEM ON THE OFFICIAL ACTION AGENDA
If you require special accommodations, please contact the Municipal Clerk at (856) 235-0912 at least 24 business hours prior to the meeting so that appropriate accommodations may be made.

Appendix R

Centeron Road Documentation

Law Offices

600 Campus Drive
Florham Park, NJ
07932-1047

973-549-7000
973-360-9831 fax
www.drinkerbiddle.com

*A Delaware Limited
Liability Partnership*

CALIFORNIA
DELAWARE
ILLINOIS
NEW JERSEY
NEW YORK
PENNSYLVANIA
TEXAS
WASHINGTON D.C.

March 23, 2018

VIA EMAIL

Toll Brothers, Inc.
250 Gibraltar Road
Horsham, Pennsylvania 19044
Attention: Mr. Richard Keyser
Email: RKEYSER@tollbrothers.com

Dear Richard:

This firm is counsel to Comcast Business Communications, LLC (“Comcast”) the owner of Block 8801, Lot 4.01 located in Moorestown Township, New Jersey (the “Property”). As you are aware, the Property is subject to a Declaration of Restrictions, Easements and Maintenance Agreement for the Laurel Creek Office Complex dated June 22, 2001, and recorded with the Burlington County Clerk on June 28, 2001, as Document No. 3533279 (the “Declaration”).

The Declaration was created to ensure that the Property, together with the adjoining parcels, Block 8801, Lots 4.02, and 4.03, would be used only as a Class A office park with integrated systems for roadways, parking, landscaping, signage, lighting and infrastructure to accommodate corporate users. Comcast continues to operate an office building on the Property and is supportive of the prospective development of the other parcels that are subject to the Declaration for uses that are consistent with Comcast’s existing use of the Property. You have advised that Laurel Creek, L.P., as the owner of such other parcels, now seeks to sell the parcel known as Block 8801, Lot 4.02 (“Lot 4.02”) to Cameron General Contractors, Inc. to be developed as a luxury senior independent living facility (the “SLF”). In addition, you have advised that you are proposing to subdivide Lot 4.02 to create a separate parcel to be developed as a potential affordable housing project (the “Affordable Housing Project”).

Please note that Comcast is not opposed to the development of Parcel 4.02 as you have proposed notwithstanding that the proposed uses are different from what was initially contemplated for the parcels subject to the Declaration. That said, Comcast remains committed to operating the Property as a first-class office property, and accordingly, Comcast’s approval for any revisions to the current site plan and Declaration must ensure that any development on the other parcels subject to the Declaration shall not: (a) interfere with Comcast’s current operations on the Property; (b) materially alter Comcast’s use of the Property or any rights appurtenant to the Property, such as access, parking, aesthetics, use and maintenance of common area, driveways and landscaped

*Andrew B. Joseph
Partner responsible for
Florham Park Office*

Established 1849

March 23, 2018

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areas serving the Property; (c) result in any new or increased monetary assessments or obligations on Comcast under the Declaration; and (d) adversely affect the easements granted pursuant to the Declaration that benefit the Property.

As noted, as long as the conditions listed above are fully satisfied, Comcast does not oppose the proposed development of the Lot 4.02 for residential uses. Nevertheless, we believe that the proposed residential uses for Lot 4.02 may present operational issues that are materially different from those presented by a commercial office/business park. Accordingly, Comcast believes it would be in the best interest of the Property and the new uses proposed for Lot 4.02, the SLF and the Affordable Housing Project, to operate independently and we are therefore requesting that the Declaration be amended to release the Property therefrom. We believe it would then make sense for any remaining shared access ways, common areas and other amenities between the Property and the parcels remaining subject to the Declaration to be addressed in a simple easement agreement governing the shared use and allocated responsibilities.

In connection with this letter, please contact me to discuss a proposed Amendment to the Declaration to release the Property and a new easement that addresses Comcast's requirements. In addition, please send me a fully executed copy of the Declaration including all exhibits since the recorded version of the Declaration does not include the exhibits referenced therein.

Regards,



Megan K. Lyons

MKL

cc: Mr. Gerald O'Brien
Mr. Fred DeAndrea
Robert I. Goetz, Esq.
Jennifer Kissiah Hunt, Esq.
Joseph McFalls, Esq.
Jerald M. Goodman, Esq.

BISGAIER HOFF

Attorneys At Law A Limited Liability Company

Richard J. Hoff, Jr.
Member of the NJ & PA Bar
E-mail: rhoff@bisgaierhoff.com
Phone : (856) 795-0150
Direct Dial : (856) 375-2803

February 20, 2020

VIA OVERNIGHT DELIVERY

Thomas J. Merchel, Township Manager
Township of Moorestown
2 Executive Drive, Suite 9A
Moorestown, NJ 08057

Re: In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No.: BUR-L-1604-15

Dear Mr. Merchel:

Our office represents Toll Bros., Inc. and Laurel Creek, L.P. ("Laurel Creek"), with reference to the above captioned matter. Laurel Creek is the owner of property within the Township of Moorestown ("Township"), which property is designated on the Township tax maps as Block 8801, Lots 4.02 and 4.03 (the "Property"). Pursuant to the settlement agreement in the above matter between the Township and Fair Share Housing Center ("FSHC") the Property was one that would be developed for residential development, including an affordable housing component. One item that needed to be addressed in order to allow for that residential development to proceed was a modification or termination of a June 22, 2001 Declaration of Restrictions, Easements, and Maintenance Agreement for Laurel Creek Office Complex ("the 2001 Declaration") entered into between Laurel Creek and Comcast Business Communications, LLC, the owner of Block 8801, Lot 4.01 ("Comcast Lot"). [See 2001 Declaration, a true and correct copy of which is attached hereto as Exhibit "A."]

The purpose of that 2001 Declaration was to establish the rights and obligations of the parties in developing an integrated office park over both the Property and the Comcast Lot. As the anticipated office park never materialized and the terms of the settlement in this matter anticipate a mixed use development on the Property, Laurel Creek and Comcast negotiated for the termination of the 2001 Declaration, which termination is now set forth in the Termination Agreement with Respect to Declaration of Restrictions, Easements and Maintenance Agreement for Laurel Creek Office Complex, true and correct copies (4) of which are attached hereto as Exhibit "B" (the "Termination Agreement"). As Section 8.15 of the original 2001 Declaration required the Township's approval of any termination of the 2001 Declaration, we are requesting that the Township review and execute the four (4) original copies of the Termination Agreement so as to facilitate the realization of the terms of the settlement agreement in this matter.

The Township should note that although the 2001 Declaration is being terminated, both Laurel Creek and Comcast have negotiated a new agreement to ensure that the development of the parcels is still done in a manner beneficial to all properties. That Reciprocal Easement Agreement is attached hereto as Exhibit "C" for the Township's review. As you will note, that Reciprocal Easement Agreement addresses many of the issues addressed by the 2001

Thomas J. Merchel, Township Manager

February 20, 2020

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Declaration, but does so with the recognition that the Property is not to be developed as a component of an integrated office park, as was expressed in the 2001 Declaration.

In consideration of the foregoing, we would respectfully request that the Township execute the four (4) original copies of the Termination Agreement and return the same to our office so that we can proceed with recording of the same. A self-addressed stamped return envelope is enclosed for your convenience. Should you have any further questions or concerns, please do not hesitate to contact me.

Very truly yours,

BISGAIER HOFF, LLC



Richard J. Hoff, Jr.

Enclosures

cc: Michael J. Edwards, Esquire (w/encls. via email only)
James Burns, Esquire (w/encls. via email only)

BURLINGTON CO. CLERK

COO004048
(3)

Prepared by:

2001 JUN 28 A 59

Carl S. Bisgaier
Carl S. Bisgaier, Esq.

**DECLARATION OF RESTRICTIONS, EASEMENTS
AND MAINTENANCE AGREEMENT
FOR THE LAUREL CREEK OFFICE COMPLEX
Block 8801, Lot 4, Lot 4.01, Lot 4.02 and Lot 4.03
Township of Moorestown, Burlington County, New Jersey**

This **DECLARATION OF RESTRICTIONS, EASEMENTS AND MAINTENANCE AGREEMENT FOR THE LAUREL CREEK OFFICE COMPLEX** (this "Declaration") is made this 22nd day of June, 2001, by **LAUREL CREEK, L.P.**, a New Jersey Limited Partnership, having its principal offices c/o Toll Bros, Inc., 3103 Philmont Avenue, Huntington Valley, PA 19006 ("Grantor").

WITNESSETH

WHEREAS, Grantor is the owner of certain real property and the improvements thereon, lying and being in Moorestown Township, Burlington County, State of New Jersey ("**Moorestown**") and more particularly known as Lot 4 of Block 8801 on the Official Tax Map of Moorestown and as more particularly identified on **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"); and

WHEREAS, the Property is the subject of a Phase I Preliminary Major Site Plan Approval and a Phase IA, Phase IB and Phase IC Final Major Site Plan Approvals granted by the Planning Board of Moorestown (the "**Board**") on September 9, 1999 (Preliminary and Phase 1A Final) and March 1, 2000 (Phase 1B Final and Phase 1C Final) and which approvals were memorialized by resolutions of the Board dated October 28, 1999 (Preliminary and Phase 1A Final) and April 5, 2001 (Phase 1B Final) and April 26, 2001 (Phase 1C Final) (the "**Site Plan Approval**") and which site plan is depicted on the "Overall Site Plan, Laurel Creek, SRI Phase 1A, 1B, 1C" prepared by Taylor, Wiseman & Taylor dated January 25, 1999 and revised to May 15, 2001 and which is set forth on **Exhibit "B"** attached hereto and made a part hereof (the "**Site Plan**"); and

WHEREAS, the Site Plan provides for the construction of three (3) office buildings on the Property, identified on the Site Plan as Phase 1A, Phase 1B and Phase 1C, and which contains an integrated plan of roadways, parking, landscaping, signage, lighting, utilities and related improvements and infrastructure; and

WHEREAS, it is the intention of Grantor that the Property be developed in accordance with the Site Plan Approval, as it may be amended and revised, and that improvements on the Property reflect a Class A Office Complex with a uniform, compatible and consistent appearance and that the overall development maintain a singular style and an integrated design; and

WHEREAS, solely to facilitate the marketing of the development to be constructed on the Property and in response to the needs and desires of potential tenants, Grantor has determined to subdivide the Property into three (3) fee simple parcels (individually referred to as "**Parcel**" and collectively as the "**Parcels**") with each Parcel containing one (1) office building and related improvements all as depicted on the "Subdivision Plan, Block 8801, Lot 4" prepared by Taylor, Wiseman & Taylor dated August, 2001, as it may be amended and revised (the "**Subdivision Plan**") and which is set forth on **Exhibit "C"** attached hereto and made a part hereof and which Subdivision Plan identifies the Parcels as "Lot 4.01", "Lot 4.02" and "Lot 4.03," respectively Phase 1A, Phase 1B and Phase 1C, with some modification, as shown on the Site Plan; and

WHEREAS, on January 11, 2001 the Board granted Preliminary and Final Major Subdivision Approval for the subdivision of the Property and the creation of Lot 4.01, Lot 4.02 and Lot 4.03, as memorialized by resolution dated February 22, 2001 (the "**Subdivision Approval**") ; and

WHEREAS, the Parcels and the improvements thereon are interdependent with regard to design, access, roadways, parking, utilities, signage, landscaping and the like; and

WHEREAS, pursuant to the Subdivision Approval and as a condition thereof, Grantor is required to guarantee that, despite the creation of the separate Parcels, the Property shall be developed consistent with the Site Plan Approval and to assure that the total development on the Property shall function as aforesaid with regard to the interdependence of the Parcels, the uniformity, compatibility and consistency in appearance and the maintenance of a singular style and an integrated design; and

WHEREAS, Grantor may allow the use of the Property by the owners of and for the benefit of certain other properties, as hereinafter set forth, for the purposes of the construction and maintenance of a certain sewerage force main and potable water main which may traverse Lot 4.01, Lot 4.02 and Lot 4.03 as shown on the Site Plan Approval; and

WHEREAS, Grantor may convey Lot 4.01, Lot 4.02 and/or Lot 4.03 to other Parties; and

WHEREAS, Grantor desires to establish certain easements, covenants and restrictions with respect to the Property for the benefit and burden of the Property and its owners, users and occupiers, in perpetuity in furtherance of the foregoing intent with regard to the development of the Parcels.

NOW, THEREFORE, Grantor hereby declares and binds itself and all Parties who have or may acquire any legal or equitable right, title or interest in or to the Property and/or in or to any improvements to the Property, whether as legal or equitable owner, lessee, licensee, or holder of any present or future right or privilege of ownership, possession, use or enjoyment of the Property or of any improvements to the Property or any part thereof, to the following easements, covenants, restrictions, conditions and servitudes as equitable servitudes and as covenants running with the land in perpetuity:

ARTICLE 1

DEFINED TERMS

1. DEFINED TERMS: As used in this Declaration, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and the plural forms of the terms defined).

1.1. "Allocation Ratio" means a ratio based on the relative square footage of the principal buildings located on the Parcels which are to be subject to cost allocation pursuant to the terms hereof. The square footage of any principal building applied in the Allocation Ratio shall be the square footage approved at the time of Final Site Plan Approval for that principal building; subject to recalculation if and when the approved square footage is enlarged as a result of any amendment. As of the date hereof and based upon the Final Major Site Plan Approvals obtained for the three (3) buildings, the Allocation Ratio would be based upon the following square footage for the buildings that have been approved: Phase IA/Lot 4.01 - seventy-four thousand, four hundred square feet (74,400 sq. ft.); Phase IB/Lot 4.02 - one hundred ten thousand, two hundred fifty-three square feet (110,253 sq. ft.); and Phase IC/Lot 4.03 - one hundred fifty-five thousand, one hundred sixty-three square feet (155,163 sq. ft.). The application of the Allocation Ratio to any Parcel, and the said Parcel's obligation to contribute to cost-allocation, shall commence upon the receipt of a building permit for the relevant principal building located thereon. Notwithstanding anything herein to the contrary, until such time as a building permit is received for the construction of the principal building to be located on Lot 4.02 or Lot 4.03, the only items for which the Lot 4.01 Owner, hereinafter defined, shall be required to make reimbursement, pursuant to the terms of this Declaration, are the maintenance of the items required to be built during the construction of the development to be located on Lot 4.01. Further, nothing contained here shall require reimbursement for any costs and/or expenses or create any liability which might arise due to the negligent, malicious, illegal or unlawful actions of a Parcel Owner or shall be deemed to create third-party rights against any Parcel Owner by persons aggrieved by the actions of any other Parcel Owner.

1.2. "Benefitted Parcel" means a Parcel which has the benefit of an easement, covenant or restriction granted, established and declared herein to which such an easement, covenant or restriction is appurtenant.

1.3. **"Burdened Parcel"** means a Parcel which is subject to an easement, covenant or restriction granted, established and declared herein and which has the obligation to maintain any improvements as set forth herein

1.4. **"Centerton Road Improvements"** means the widening, construction and development of Centerton Road along the entire frontage of the Property consistent with the Site Plan and the Site Plan Approval.

1.5. **"Common Improvements"** means collectively the "Centerton Road Improvements," the "Common Landscaping, Lighting and Signs," the "Common Roadways and Bikepaths" and the "Common Utility Infrastructure", as those terms are defined herein.

1.6. **"Common Landscaping, Lighting and Signs"** means the wetlands, landscaping, lighting and signs as depicted and set forth on Exhibit "D" attached hereto and made a part hereof.

1.7. **"Common Landscape, Lighting and Signs Easement"** means, for the use and enjoyment by the "Owner", hereinafter defined, of the Benefitted Parcel, an easement "on", hereinafter defined, the Burdened Parcel for the purpose of the access to and the right to maintain the Common Landscaping, Lighting and Signs, existing or to be constructed in the future, as set forth on the Site Plan to be located on the Burdened Parcel in the "Common Landscape, Lighting and Signs Easement Area" as delineated on Exhibit D.

1.8. **"Common Roadways and Bikepaths"** means those roadways and bikepaths as depicted and set forth on Exhibit "E" attached hereto and made a part hereof.

1.9. **"Common Roadways and Bikepaths Easement"** means an easement for the purpose of vehicular and pedestrian ingress, egress and traffic on the Burdened Parcel, by the Owner of the Benefitted Parcel, and for the use and enjoyment of and the right to maintain all common roadways, bikepaths, ramps and sidewalks, presently existing or to be constructed in the future, as set forth on the Site Plan, the Common Roadways and Bikepaths, for the purpose of said ingress, egress and traffic necessary or desirable in connection with the conduct of business on the Benefitted Parcel and located in the **"Common Roadways and Bikepaths Easement Area"** as delineated on Exhibit E.

1.10. **"Common Utility Infrastructure"** means those mains, pipes, lines and conduits, providing sanitary sewer service and potable water to and/or from the Property pursuant to the Site Plan as depicted and set forth on Exhibit "F" attached hereto and made a part hereof and, further, such off-tract stormwater management infrastructure located on the adjoining Laurel Creek Country Club which benefits the Office Complex Property and which is not owned by or the responsibility of any public entity.

1.11. **"Common Utility Infrastructure Easement"** means an easement for the use and

enjoyment by the Benefitted Parcel, and the Owner thereof, and the right to maintain, connect, tie into and use in common with the owner of the Burdened Parcel, the Common Utility Infrastructure, existing or to be constructed in the future on the Burdened Parcel in the **"Common Utility Infrastructure Easement Area"** as delineated and set forth on Exhibit F.

1.12. "Easement Area" means and includes any lands identified herein as an Easement Area and, where necessary for the purposes of any undertaking any of the activities set forth herein as may be performed in, on, through, across, under and over any Easement Area, such lands adjoining the Easement Area as are necessary and appropriate to be used temporarily for purposes of any such undertaking.

1.13. "Individual Parcel Improvements" means the parking areas, curbs, sidewalks and related improvements, the landscaping, exterior lighting, exterior signs and designated water utility infrastructure located on any Parcel but not including any of the Common Improvements

1.14. "maintain" and "maintenance", non-capitalized, when used in the context of the performance of any undertaking set forth herein shall include, in the context of its use, the right and/or the obligation, as the case may be, to "construct(ion)", "inspect(ion)", "maintain(ence)", "operate(operation)", "repair", "install(ation)", "enlarge(ment)", "remove(removal)", "replace(ment)" and "reconstruct(ion)" the relevant improvements and to maintain same in a first class manner, consistent with the commercial use of the Property and the Parcels and in accordance with the Site Plan and all other approvals, permits, laws and regulations, now or hereinafter in effect and/or executed.

1.15. "on", non-capitalized, when used in the context of the performance of any undertaking set forth herein shall include, in the context of its use, the terms "on", "in", "under", "over", "through" and "across" unless otherwise explicitly limited.

1.16. "Owner" means the natural individual, corporation, partnership or other legal entity which at the time in question is the owner in fee simple of the Benefitted or Burdened Parcel or, as the case may be and in the context imply, the tenant(s) and the employees, agents, contractors, vendors, invitees and guests of the Owner(s) or tenant(s).

1.17. "Party" or "Parties" means, in the singular, Grantor or any individual Parcel or Owner thereof and, in the plural, Grantor and all Parcels and the Owners thereof.

ARTICLE 2

COMMON IMPROVEMENTS: EASEMENTS, RESTRICTIONS, RIGHTS AND OBLIGATIONS

2. Purpose: In order to facilitate the continued development and use of the Property as an integrated office complex, it is necessary for the Parcels to be served by the Common

Improvements.

2.1. Compliance with Approvals: In furtherance of Grantor's intent as set forth herein, Grantor declares that the Common Improvements shall be maintained in a first class manner, consistent with the commercial use of the Property and the Site Plan and in accordance with all agreements, approvals, permits, laws and regulations, now or hereinafter in effect and/or executed.

2.1.1. Application for Development: Any application for development and, particularly, for any change in the Site Plan, approvals and permits, shall be subject to each Owner's continuing right: (i) to ensure its ability to develop and redevelop its Parcel consistent with the Site Plan as of the date the said Owner took title to its Parcel; and (ii) to approve any new applications relating to and/or changes in the Site Plan, approvals and permits which materially adversely affect the interdependence of the Parcels, the compatibility in appearance of the buildings to be constructed thereon and the maintenance of an integrated design of the Office Complex. No such approval shall be withheld, delayed or conditioned unreasonably. As used in this subsection, the term "application for development" shall include, without limitation, requests which may be approved administratively without formal action by any relevant board or approving authority.

2.1.2. Notice of Application: All Owners shall be served with notice of any application for development affecting the Site Plan and the design of the development to be constructed on the Property. Upon receipt of notice of any application for development and a request for the submission of any objection, the relevant Owner shall reply within ten (10) business days, time being of the essence. Failure to serve a written reply within the said time period shall be deemed acceptance of the application for development. Owner consent shall not be denied, delayed or conditioned unreasonably.

2.1.3. Resolution of Disputes Regarding Application: Any dispute with regard to any application for development shall be resolved pursuant to the terms hereof for the resolution of disputes.

2.2. Common Easements: Grantor hereby grants, declares and creates for the benefit of the Owners of all Parcels, in this context, the Benefitted Parcels, on the Common Easement Areas located on the Burdened Parcels the following perpetual and nonexclusive easements (in this context a Burdened Parcel, as to any specific Common Improvement, shall be the Parcel on which the Common Improvement is located):

2.2.1. Common Landscape, Lighting and Signs Easement: a Common Landscape, Lighting and Signs Easement on the Common Landscape, Lighting and Signs Easement Area.

2.2.2. Common Roadways and Bikepaths Easement: an Easement on the

Common Roadways and Bikepaths located in the Common Roadways and Bikepaths Easement Area.

2.2.3. Common Utility Infrastructure Easement: a Common Utility Infrastructure Easement on the Common Utility Infrastructure Easement Area

2.3. Construction and Maintenance Obligation:

2.3.1. Location of the Common Improvements: Grantor has determined that the Common Improvements, with the exception of those parts of the bikepaths and landscaping located on Lot 4.01 and Lot 4.02 and as depicted on Exhibit B, Exhibit C and Exhibit E and that part of the sewerage main located on Lot 4.01 and as depicted on Exhibit B, Exhibit C and Exhibit F, shall be located on Lot 4.03 and, by virtue of the Subdivision Plan, all of the Common Improvements, with said exceptions, have been located on Lot 4.03. Notwithstanding the foregoing, regardless of the location of the Common Improvements as the Parcels presently are delineated or as they may be delineated in the future, it is Grantor's intention, consistent with the desire of the Board, that a single party, Grantor or the Owner of Lot 4.03, as the case may be, shall have the sole obligation for the initial construction and future maintenance of the Common Improvements.

2.3.2. Obligation to Construct Common Improvements: Grantor solely shall be obligated initially to construct the Common Improvements. No Owner shall have any liability to pay for the costs of the initial construction of the Common Improvements. The liability of the Owners to contribute to the costs of the maintenance of the Common Improvements shall commence, as to any such improvement, upon the substantial release of the performance bonds for the said improvement.

2.3.3. Obligation to Maintain the Common Improvements: Notwithstanding the location of the Common Improvements, for so long as Grantor is the Owner of any Parcel, Grantor initially shall construct and shall maintain the Common Improvements, for the benefit of the other Parcels, the Benefitted Parcels, in this context. At such time as Grantor is not an Owner of any Parcel, the Owner of Lot 4.03 shall be responsible initially to construct and forever to maintain the Common Improvements for the benefit of Lot 4.01 and Lot 4.02, the Benefitted Parcels, in this context. In addition to the responsibilities set forth above, the maintenance obligation shall include, without limitation, the prompt patching, repairing, and removal of all refuse, snow, ice and debris from all Common Roadways and Bikepaths as well as the maintenance of any directional and informational signage located in the Common Roadways and Bikepaths Easement Area.

2.3.4. Cost-allocation: Except as provided herein for the cost of the initial construction of the Common Improvements, regardless of whether Grantor or any Owner maintains the Common Improvements, the costs thereof shall be subject to cost-allocation and reimbursement, as the case may be, from the Benefitted Parcel Owners in accordance with

Article 6 below. Grantor has determined further that if the Owner of Lot 4 03, or the Grantor, as the case may be, fails to perform said maintenance obligation consistent with the terms hereof, the Owner of a Benefitted Parcel shall have the right to perform said maintenance obligation in accordance with the provisions set forth in Article 5 below, subject to cost-allocation and reimbursement from the other Parcel Owner(s), in accordance with Article 6 below.

2.4. Right to Perform Maintenance: If either Grantor or the Owner of Lot 4.03 does not maintain the Common Improvements as set forth herein, the Owner of a Benefitted Parcel may undertake said maintenance subject to the cost-allocation and reimbursement provisions hereof, as more particularly described in Article 6 below, or pursue such other remedies as may be available at law or in equity subject to the terms hereof with regard to the resolution of disputes. Nothing contained herein shall require any Benefitted Parcel Owner to undertake any such action upon the failure of Grantor or the Owner of Lot 4.03 to perform its maintenance obligation as set forth herein and no such failure shall affect the continuing right to act at any time or be deemed a waiver of such right of any Benefitted Parcel Owner

2.5. Conveyance of Centerton Road Right-of-Way and Performance of Centerton Road Undertakings: The Site Plan and the Site Plan Approval contemplate the widening and improvement of Centerton Road along the frontage of the Property as shown on **Exhibit "G"** attached hereto and made a part hereof. Lot 4 01, Lot 4.02 and Lot 4.03 and the respective Owners thereof, at the request of Grantor, shall cooperate with Grantor and the relevant public authorities with regard to Grantor's undertaking to perform such improvements and shall take all such action as is necessary and appropriate in a timely manner to dedicate to the relevant public authority the lands located on the respective properties and described on the Site Plan and the Site Plan Approval as lands to be included within the future right-of-way of Centerton Road at such time as Centerton Road is to be widened and/or improved pursuant to the said plan and approval and to cooperate with Grantor with regard thereto; including, without limitation, to execute all relevant documents (and, where appropriate, in recordable form) in a timely manner. It is understood that the precise location of the said right-of-way may vary pursuant to the demands of the relevant approving authority(ies) and any such variance which does not affect the use and the enjoyment of the respective properties shall be deemed acceptable and shall require no further agreement from the Owners thereof and shall be deemed part of the grants, rights and obligations as set forth in this Declaration as if delineated herein.

2.6. Easement - Lot 4.02 and Lot 4.03 - Future Location of Sewerage Force Main: As depicted on the Site Plan and subject to the Site Plan Approvals, a sewerage force main is proposed to be located on the Property and, particularly, traversing Lot 4.02 and Lot 4 03, all as shown on Exhibit B attached hereto and made a part hereof. The said main, subject to Grantor's potential agreement, is for the future benefit, use and enjoyment of off-tract properties; including, but not limited to, Block 204, Lots 1, 2, 3 and 4, Mount Laurel (the TRW property); Block 203.01, Lot 1, Mount Laurel (the Laurel Creek Country Club); and Block 203 1, Lot 1, Mount Laurel (the Toll Retail Property), and are intended to be constructed in the future pursuant to the Site Plan, the Site Plan Approval and such other plans and approvals as may be approved by the

relevant approving authorities. Grantor hereby grants to itself a perpetual, non-exclusive easement for the construction of the said main on the areas shown on the Site Plan subject to said approvals. No party is intended to be, nor shall be deemed to be a third-party beneficiary of said grant or shall have any rights with regard thereto except as hereafter may be provided by Grantor, in Grantor's sole discretion, in a separate declaration, assignment or agreement. The location of the said main as shown on the said plans shall be deemed an Easement Area for the purposes hereof. The construction thereof shall be subject to the terms of subsections 5.1 (i)(as to work to be performed), (ii)-(iv), 5.4, 5.5, 5.6, 5.7 and 5.8 hereof.

2.7. Easement - Lot 4.03 - Water Meter Pit: As depicted on the Site Plan and subject to the Site Plan Approvals, a water meter pit is proposed to be located on the Property and, particularly, on Lot 4.03, all as shown on Exhibit B attached hereto and made a part hereof. The said water meter pit, subject to Grantor's potential agreement, is to be connected to a potable water main to be constructed within the right-of-way of Centerton Road and which water meter pit and main are for the future benefit, use and enjoyment of off-tract properties; including, but not limited to, Block 204, Lots 1, 2, 3 and 4, Mount Laurel (the TRW property); Block 203.01, Lot 1, Mount Laurel (the Laurel Creek Country Club); and Block 203 1, Lot 1, Mount Laurel (the Toll Retail Property), and are intended to be constructed in the future pursuant to the Site Plan, the Site Plan Approval and such other plans and approvals as may be approved by the relevant approving authorities. Grantor hereby grants to itself a perpetual, non-exclusive easement for the construction of the said water meter pit generally in the location as depicted on the Site Plan and for the said connection to the said potable water main subject to said approvals. No party is intended to be, nor shall be deemed to be a third-party beneficiary of said grant or shall have any rights with regard thereto except as hereafter may be provided by Grantor, in Grantor's sole discretion, in a separate declaration, assignment or agreement. The location of the said main as shown on the said plans shall be deemed an Easement Area for the purposes hereof. The construction thereof shall be subject to the terms of subsections 5.1.(i)(as to work to be performed), (ii)-(iv), 5.4, 5.5, 5.6, 5.7. and 5.8 hereof.

2.8. Sign Lettering: It is anticipated that the Office Complex shall have three (3) or four (4) monument signs located along Centerton Road ("Common Sign[s]"). Two (2) Common Signs may be located at each of the two (2) intersections of the access road and Centerton Road. Two (2) such Common Signs are shown on the Site Plan located at both sides of the intersection of the access road between Lot 4.01 and Lot 4.02 and Centerton Road and one (1) such Common Sign is shown on the Site Plan located on the Lot 4.02 side of the intersection of the access road between Lot 4.02 and the boundary of the Property. Each Common Sign shall be considered a Common Improvement for the purposes hereof. The lettering of each Common Sign shall be such that it identifies the Office Complex by a single name and not the individual Parcel Owners or any Parcel tenants. Notwithstanding the foregoing, if (in the discretion of Grantor) any Common Sign is used for the purpose of identifying an individual Parcel Owner or Parcel tenant, then the lettering of the Common Sign located along the access drive between Lot 4.01 and Lot 4.02 but adjacent to Lot 4.01 may be used by the Owner of Lot 4.01 to identify the said Owner or a tenant located in the principal building located on the said Parcel. The

determination as to lettering on any Common Sign shall be subject to any required government permit or approval, now or hereinafter in effect.

2.9. Easement - Lot 4.01 and Lot 4.02 - Utility Service for Landscaping and Signs:

The obligation to construct and maintain the common area landscaping and signs is set forth elsewhere herein. The maintenance and operation of the said improvements shall require electric service and water. Notwithstanding anything contained herein to the contrary with regard to the obligation to construct and maintain the said improvements, the Owners of Lot 4.01 and Lot 4.02 shall permit appropriate electrical service and connections and water service, at no cost, for purpose of the maintenance and operation of the said improvements. Notwithstanding the foregoing, if water service is metered such that the cost of service used exclusively for the common area landscaping is separately determined, such cost shall be subject to the cost-allocation and reimbursement provisions hereof. The right to utilize such utilities and to enter upon the respective premises in order to effectuate such utilization shall be deemed an Easement subject to the terms hereof. Any construction and maintenance activities undertaken pursuant to the terms thereof shall be subject to the terms of subsections 5.1.(i)(as to work to be performed), (ii)-(iv), 5.4., 5.5., 5.6., 5.7. and 5.8 hereof.

ARTICLE 3

**INDIVIDUAL PARCEL IMPROVEMENTS:
EASEMENTS, RESTRICTIONS, RIGHTS AND OBLIGATIONS**

3. Purpose: As set forth in the recitals to this Declaration, it is Grantor's intent that the improvements on the Property reflect uniformity, compatibility and consistency in appearance, and that the overall development maintain a singular style and an integrated design and that the Individual Parcel Improvements be maintained in a first class manner consistent with the terms hereof. Grantor further acknowledges that the proper maintenance of the Individual Parcel Improvements is essential to the success of the development to be constructed on the Property and the financial and business interests of all Owners and tenants of the Parcels and the development to be constructed thereon. Therefore, in furtherance of the said intent of Grantor and in order to assure to each Owner that the Individual Parcel Improvements shall be maintained consistent with the terms hereof, Grantor hereby grants, declares and creates the following easements, rights and obligations with regard to the Individual Parcel Improvements:

3.1. Easements - General: Grantor hereby grants, declares and creates for the benefit of each Parcel and the Owner thereof a perpetual, nonexclusive easement in order to access those areas on each other Parcel on which Individual Parcel Improvements are or shall be located and to exercise the rights, hereinafter set forth, which shall inure to each such Parcel and the Owner thereof. Nothing contained herein shall be deemed to allow any Benefitted Parcel to utilize parking spaces located on any Burdened Parcel or to enter upon any Burdened Parcel except under the terms and conditions of and for the reasons set forth in this grant.

3.2. Easements - Lot 4.01 and Lot 4.03 - Stormwater Utility Infrastructure and Drainage: The Site Plan provides for stormwater from Lot 4.02 to flow onto and through water utility infrastructure located on Lot 4.03 and 4.01 and for part of the stormwater from Lot 4.03 to flow onto and through water utility infrastructure located on Lot 4.01. Grantor grants a drainage Easement to the Owner of Lot 4.02 on and through the stormwater infrastructure located on Lot 4.03 and Lot 4.01 as designated on the Site Plan for the conveyancing of said stormwater. Grantor grants a drainage Easement to the Owner of Lot 4.03 on and through the stormwater infrastructure located on Lot 4.01 as designated on the Site Plan for the conveyancing of said stormwater.

3.3. Maintenance of Individual Parcel Improvements: The Owner of each Parcel shall be responsible to maintain the Individual Parcel Improvements located on its Parcel. Each Parcel Owner's maintenance responsibilities shall include, without limitation, the proper maintenance of the parking areas located on its respective Parcel consistent with the Site Plan and any related agreement with the Board and/or Moorestown (now or hereinafter executed) and for the prompt patching, repairing, painting and striping of the said parking areas, and the removal of all refuse, snow, ice and debris therefrom and from all exposed areas of the said Parcel intended to be utilized by pedestrians and/or vehicles as soon as is reasonably practical and consistent with any agreement, law, permit or approval, now or hereinafter in effect and/or executed.

3.4. Right to Perform Maintenance: If a Burdened Parcel Owner does not maintain the Individual Parcel Improvements located on its Parcel, as aforesaid, the Owner of any Benefitted Parcel may undertake said maintenance, as hereinafter set forth, subject to reimbursement by the Burdened Parcel Owner, pursuant to the terms hereof, or pursue such other remedies as may be available at law or in equity subject to the terms hereof with regard to the resolution of disputes. Nothing contained herein shall require any Benefitted Parcel Owner to undertake any such action upon the Burdened Parcel to perform its maintenance obligation as set forth herein and no such failure shall affect the continuing right to act at any time or be deemed a waiver of such right of any Benefitted Parcel Owner.

3.5. Reimbursement: Subject to the terms and procedures set forth herein, except as explicitly set forth below, the cost of maintaining the Individual Parcel Improvements shall be borne exclusively by the Owner of the Parcel on which the Individual Parcel Improvement is located. Any such Burdened Parcel Owner shall be liable, pursuant to the terms hereof, to reimburse any Benefitted Parcel Owner for the full amount of any expense incurred as a result of undertaking any maintenance of Individual Parcel Improvements located on the Burdened Parcel. Notwithstanding anything herein to the contrary, the cost of the maintenance of the stormwater conveyancing infrastructure located on Lot 4.03 that is utilized for purpose of conveying stormwater from Lot 4.02 shall be shared by the Owners of Lot 4.02 and Lot 4.03 based upon application of the Allocation Ratio. Notwithstanding anything herein to the contrary, the cost of the maintenance of the stormwater conveyancing infrastructure located on Lot 4.01 that is utilized for purpose of conveying stormwater from Lot 4.02 and Lot 4.03 shall be shared by the

Owners of Lot 4.01, Lot 4.02 and Lot 4.03 based upon application of the Allocation Ratio.

ARTICLE 4

GRANTOR/LOT 4.03 PERFORMING MAINTENANCE ACTIVITIES OF COMMON IMPROVEMENTS

4. **PURPOSE:** Grantor or the Owner of Lot 4.03, in seeking to perform and/or performing maintenance activities of the Common Improvements, to fulfill their maintenance obligations as set forth herein, shall be bound by and shall undertake the said performance in accordance with the following:

4.1. **Grantor Undertakings:** During the term that Grantor is obligated to undertake performance of the maintenance of the Common Improvements located on Lot 4.03, if said lot is not owned by Grantor, it shall perform same in accordance with the terms set forth in Article 5 below for the performance of maintenance of an improvement located on a Burdened Parcel by a Benefitted Parcel Owner, except that Subsections 5.1.(i) and 5.2.(ii)(a) and (b) shall not apply.

4.2. **Notice to Owners of Benefitted Parcels:** Except, as set forth above and except as to any "Extraordinary Costs" hereinafter defined, neither Grantor, nor the Owner of Lot 4.03, as the case may be, shall be required to provide prior notice to the Owners of Benefitted Parcels, with regard to the performance of any Common Improvement maintenance, regardless of the Lot on which the Common Improvement is located.

4.3. **Extraordinary Costs:** Notwithstanding anything herein to the contrary, with regard to any Common Improvement maintenance which is subject to cost allocation and reimbursement pursuant to the terms of this Declaration and which is anticipated to cost Ten Thousand and No/100 Dollars (\$10,000.00) or more ("Extraordinary Cost"), Grantor or the Owner of Lot 4.03, as the case may be, shall provide notice to the Benefitted Parcel Owners obligated to make reimbursement, which notice shall be delivered no later than ten (10) days prior to the date on which Grantor or the Owner of Lot 4.03, as the case may be, intends to commence the Common Improvement maintenance work at issue and which notice shall include: (i) a statement of the proposed undertaking and the anticipated or actual cost thereof; (ii) confirmation that all permits and approvals for the work have been obtained or shall be obtained prior to commencement and that the work shall be performed consistent with the terms thereof; and (iii) all estimates, invoices and supporting documentation and information. If an objection is made, it shall be resolved pursuant to the provisions hereof for dispute resolution. If objection is not received with five (5) days of receipt of notice, time being of the essence, the Benefitted Parcel Owner shall be bound by the decision to perform the undertaking and the cost thereof and shall have been deemed to waive any right to object thereto. Prior notice may be given, but need not be given, for maintenance to be undertaken pursuant to the terms of this Declaration but which is not anticipated to incur an Extraordinary Cost. If such notice is given, the terms hereof

for giving and receiving notices for Extraordinary Costs shall apply.

ARTICLE 5

BENEFITTED PARCEL UNDERTAKING MAINTENANCE ACTIVITIES

5. **PURPOSE:** Any Benefitted Parcel Owner seeking to perform and/or performing maintenance activities, whether of Common Improvements or of Individual Parcel Improvements, on a Burdened Parcel due to the alleged failure of the Burdened Parcel Owner to fulfill its maintenance obligations as set forth herein, shall be bound by and shall undertake the said performance in accordance with the following:

5.1. **Default Notice:** Except in case of a health or safety emergency, in which case notice shall be provided as soon as reasonably practical, the Benefitted Parcel Owner shall provide written notice of its intention to undertake specified maintenance activities to the Burdened Parcel Owner, which notice shall include: (i) a statement of the maintenance not properly performed; (ii) the intent of the Benefitted Parcel Owner to enter upon the Burdened Parcel to perform the maintenance; (iii) the date and time that entry is intended, which shall be no less than ten (10) days from the date of the receipt of the notice by the Burdened Parcel Owner; and (iv) the expected duration of the entry and, if relevant, confirmation that all permits and approvals for the work have been obtained or shall be obtained prior to commencement and that the work shall be performed consistent with the terms hereof (the "Default Notice").

5.2. **Reply Notice:** Upon receipt of the Default Notice, the Burdened Parcel Owner shall deliver a "Reply Notice" to be received by the Benefitted Parcel Owner within five (5) business days of receipt of the Default Notice, which Reply Notice shall include either: (i) the Burdened Parcel Owner's consent; or (ii) the Burdened Parcel Owner's objection, which objection shall include a statement that either: (a) the Burdened Parcel Owner has performed the maintenance obligation; or (b) the Burdened Parcel Owner agrees to and shall commence the performance of the maintenance obligation within ten (10) days of the delivery of the Reply Notice. If the Burdened Parcel Owner states that it has performed the maintenance obligation, the Benefitted Parcel Owner shall not undertake the maintenance but may pursue the remedial provisions hereof. If the Burdened Parcel Owner states that it will perform the maintenance obligation, but does not commence performance within the said ten (10) day period, the Benefitted Parcel Owner, upon twenty-four (24) hours notice to the Burdened Parcel Owner, may enter upon the Burdened Parcel to undertake the maintenance activities. If the Burdened Parcel Owner otherwise objects, it shall set forth with specificity its basis for any objection. If a Reply Notice is not delivered within the time set forth, time being of the essence, the Burdened Parcel Owner shall be deemed to have consented to the undertaking and the terms and conditions of the undertaking as set forth in the Default Notice and shall not obstruct or further object to the performance of the maintenance undertakings set forth in the Default Notice and shall cooperate with regard to the performance thereof.

5.3. Dispute Resolution: If a dispute arises as to whether the Party delivering the Default Notice shall be entitled to enter upon the Burdened Parcel to undertake the maintenance activities set forth in the Default Notice due to the receipt of a timely objection in a Reply Notice, the dispute shall be resolved consistent with the terms hereinafter set forth for the resolution of disputes arising under this Declaration. Notwithstanding the foregoing, if the maintenance is required by a determination of a governmental entity with authority over the undertaking, the Party issuing the Default Notice shall be permitted to perform the undertaking unless the Burdened Parcel Owner obtains a stay of the decision by the said governmental entity or a court of competent jurisdiction prior to the commencement of the work, time being of the essence, and the said determination shall be deemed binding upon the Parties with regard to their obligations to share costs and/or to reimburse the Party undertaking the work.

5.4. Right of Entry: Any right of entry pursuant to the terms hereof shall be limited to the right to perform the undertakings contemplated herein within the Easement Areas or upon the relevant areas of the Burdened Parcel and subject to the terms of the grants of Easements set forth herein.

5.5. Due Diligence, Disturbance and Restoration: All undertakings authorized to be performed and which are performed on a Burdened Parcel pursuant to this Declaration shall be: (i) subject to and consistent with all relevant permits, approvals, agreements, laws, rules, regulations and ordinances, now or hereinafter in effect and/or executed; (ii) performed with due care and in a workmanlike manner; (iii) performed in a manner so as to minimize any impact on the business activities on the Burdened Parcel, or the Owner thereof, so as not to interfere, unnecessarily or unreasonably, with the rights of the said Party or the use of the said Parcel for its intended purpose, and the Benefitted Parcel Owner shall not obstruct or interfere with the free flow of pedestrian and vehicular traffic on, through and/or over the roadways, right-of-ways, drives and walkways constructed on the Burdened Parcel, or the appropriate use and enjoyment thereof except to the extent necessary and appropriate for the reasonable performance of the relevant undertakings thereon; (iv) completed as expeditiously as possible and, to the extent practical and feasible, the work shall be performed continuously and completed in an uninterrupted manner. Upon completion of any such undertaking, the Benefitted Parcel Owner shall return the Burdened Parcel to its original condition except for permanent improvements located thereon.

5.6. Toxic/Hazardous Materials: The Benefitted Parcel Owner shall not carry, convey, transmit, store, handle or dump toxic or hazardous materials anywhere on the Burdened Parcel. Any environmental clean-up or other liability arising out of any toxic or hazardous materials, not necessitated by the action of the Burdened Parcel Owner, which is not associated with activities, events and/or occurrences which predate the commencement of any of the undertakings contemplated herein, and which is caused by or related, completely or in part, to the actions of the Benefitted Parcel Owner, shall be the sole responsibility of the Benefitted Parcel Owner and the Benefitted Parcel Owner shall defend and indemnify and hold the Burdened Property Owner harmless for any environmental liability in connection with, upon or arising out

of the actions of the Benefitted Parcel Owner. The provisions of this Subsection shall survive the termination of this Declaration.

5.7. Indemnification: The Benefitted Parcel Owner performing any undertaking on behalf of the Benefitted Parcel covenants and agrees to and shall indemnify, protect, defend and save harmless the Burdened Parcel Owner from and against any and all losses, damages, expenses or liabilities of any kind or nature and for suits, claims or demands; including, but not limited to, reasonable counsel fees and litigation expenses and costs incurred in investigating or defending any such suits, claims or demands, suffered by the Burdened Property, and the Owner thereof, and caused by, relating to, arising out of, resulting from, or in any way connected with any undertaking of the Benefitted Parcel Owner pursuant to this Declaration. The provisions of this Subsection shall survive the termination of this Declaration.

5.8. Insurance, Bonds and/or Guarantees:

5.8.1. Prior to undertaking any work hereunder, the Benefitted Parcel Owner hereby covenants and agrees to obtain, or cause to be obtained, and to maintain or cause to be maintained insurance, bonds and/or guarantees on any activity on the property of the Burdened Parcel Owner in such amounts and in such manner and against such loss, damage and liability, including liability to third-parties, as is customary with persons in the same or similar business and located in the same or similar areas, and including without limitation: (i) all performance and maintenance bonds and guarantees in the amounts and upon the terms required by any governmental authority; and (ii) worker's compensation insurance. Such insurance, bonds and/or guarantees shall be maintained as required by any such governmental authority and/or through the term or any such undertaking. The Benefitted Parcel Owner shall provide a copy of any such policy of insurance (or a certificate of the insurance company evidencing such insurance), bond and/or guarantee to the Burdened Parcel Owner upon demand.

5.8.2. Without limiting the generality of the foregoing, the Benefitted Parcel Owner shall maintain comprehensive general public liability insurance insuring against any and all liability of the Burdened Parcel Owner's property or claims of liability of the Burdened Parcel Owner arising out of, occasioned by or in any way connected with any undertaking of the Benefitted Parcel Owner pursuant to this Declaration or resulting from any accident or otherwise in or about the Burdened Parcel Owner's property in the following minimum amounts (which shall be adjusted upward reasonably with the passage of time): One Million Dollars (\$1,000,000.00) for death or bodily injury to any one person in connection with one accident or occurrence; Three Million Dollars (\$3,000,000.00) for death or bodily injury to one or more persons in connection with one accident or occurrence; and Five Hundred Thousand Dollars (\$500,000.00) for property damage in connection with any one accident or occurrence.

5.8.3. Each insurance policy, bond and/or guarantee required under this Section shall be written by insurance companies authorized or licensed to do business in the State of New Jersey having an Alfred M. Best Company, Inc rating of A or higher and a financial size

category of not less than VIII, or financial institutions similarly licensed and rated and of a comparable size.

5.8.4. Each insurance policy, bond and/or guarantee required under this Section shall contain a provision to the effect that such policy, bond or guarantee shall not be canceled, altered or in any way limited in coverage or reduced in amount unless the Burdened Parcel Owner is notified in writing at least thirty (30) days prior to such cancellation, alteration, limitation or reduction. At least thirty (30) days prior to the expiration of any such policy, the Developer shall furnish evidence satisfactory to the Burdened Parcel Owner that such policy has been renewed or replaced.

5.8.5. Each insurance policy, bond and/or guarantee required under this section shall contain an endorsement or agreement by the insurer or financial institution that any loss shall be payable to the Burdened Parcel Owner, as its interest may appear, in accordance with the terms of such policy, bond or guarantee, notwithstanding any act or negligence of the Benefitted Parcel Owner which might otherwise result in forfeiture of said insurance, bond and/or guarantee and the further agreement of the insurer or financial institution waiving all rights of set-off, counterclaim, deduction or subrogation against the Benefitted Parcel Owner (so as not to interfere with the rights of the Burdened Parcel Owner).

ARTICLE 6

COST-ALLOCATION AND REIMBURSEMENT

6. **PURPOSE:** The following procedures shall be followed with regard to the cost-allocation and reimbursement of expenses incurred for the maintenance of Common Improvements and Individual Parcel Improvements.

6.1. **Calculation of Maintenance Cost:** The cost of any maintenance undertaking subject to cost-allocation and reimbursement ("**Improvement Cost**") shall be determined as follows:

6.1.1. **Determination of Governmental Entity:** Any cost certified by a governmental entity or designated official or consultant with the authority to certify costs of the specified maintenance work undertaken shall be deemed the Improvement Cost for the purposes hereof and shall not be subject to challenge by any Parcel Owner.

6.1.2. **Other Costs:** Costs not certified as set forth above shall be calculated and documented by the Grantor or Parcel Owner, as the case may be, who performed the maintenance activity. Said Party shall deliver to the Parties obligated to make reimbursement, a statement of the Improvement Costs which shall include all invoices and supporting documentation and information. Payment shall be made within thirty (30) days of the delivery of

the said statement unless an objection is received within the said thirty (30) days, time being of the essence. If an objection is made, it shall be resolved pursuant to the provisions hereof for dispute resolution. If a timely objection is not received, time being of the essence, the Parcel Owner shall be deemed to have accepted the statement and to have waived its right to object thereto

6.2. Cost-Allocation of Common Improvements Maintenance: Subject to the terms and procedures set forth hereinafter, the cost of maintaining the Common Improvements shall be shared by the Owners of Lot 4.01, Lot 4.02, and Lot 4.03 based upon the application of the Allocation Ratio, regardless of which Party undertakes the maintenance. Notwithstanding the foregoing, the cost of any maintenance of a Common Improvement or of infrastructure within a Common Easement Area, which solely benefits a Benefitted Parcel and is required solely for the benefit of such Benefitted Parcel, shall be borne solely by the said Benefitted Parcel Owner. Thus, by way of example only, if, as a result of an approved revision to the Site Plan applied for by the Owner of one Parcel, construction activities or improvements must be made to the Bikepaths located in the Common Roadway and Bikepaths Easement Area, the Owner of the said Parcel which occasioned the said construction activities or improvements solely shall be responsible for the costs thereof. However, thereafter, the responsibility for the maintenance thereof and the sharing of costs therefor, shall be as otherwise set forth herein

6.3. Obligation for the Cost of Individual Parcel Improvements Maintenance: Subject to the terms and procedures set forth hereinafter, the cost of maintaining the Individual Parcel Improvements shall be the obligation solely of the Parcel upon which the said improvement is located, regardless of which Party undertakes the maintenance.

6.4. Reimbursement: Each Party obligated herein for the full cost, or an allocated share of the cost, of any maintenance undertaking shall reimburse, pursuant to the terms hereof, the Party incurring the cost.

6.5. Dispute Resolution: Upon the receipt of a statement of costs, a lien in the full amount of the costs shall be placed on the Parcel allegedly obligated to make payment. The Parties shall cooperate with each other with regard to the placement of the lien. The objection of a Party to the maintenance undertaking or the Improvement Cost, shall not bar the placement of the lien, which shall be removed only upon a final resolution of the dispute and the delivery of any required payment pursuant thereto and/or the placement of the disputed amount in escrow with an escrow agent mutually agreeable to the Parties or, if necessary, in court or with an arbitrator appointed pursuant to the terms hereof to resolve the dispute. Any such lien shall be subject to and subordinate to the lien of any then existing mortgage or deed of trust upon the Parcel or any mortgage or deed of trust thereafter placed upon the Parcel where the lender is a bank, trust company, insurance company, mortgage company, or other financial institution regularly engaged in making such loans, unrelated to the Owner of the Parcel

6.6. Interest: Any amount unpaid within the said thirty (30) day period shall bear

interest at the rate of eighteen percent (18%) per annum, compounded monthly (from the date the cost was incurred to the date payment is made [including post-judgment interest]), if said rate is legally permitted and if not, then at the highest rate then permitted by law.

ARTICLE 7

CONDEMNATION

7. CONDEMNATION: As used herein, the term “**Taking**” means an acquisition of a Parcel or portion thereof for public or quasi-public use by condemnation or power of eminent domain or by voluntary conveyance under threat or anticipation thereof. In the event that all or a portion of the Property shall be the subject of a Taking, the award with respect to such Parcel (whether awarded as compensation for the portion of such Parcel taken or as severance damages with respect to the remainder of such Parcel and whether made with respect to the easement rights over and across such Parcel created pursuant to this Declaration) shall belong solely to the Owner of such Parcel. Unless it is otherwise expressly agreed between the Owner of the Benefitted Parcel and the Owner of the Burdened Parcel, the Owner of the Benefitted Parcel shall not be entitled to any award made with respect to the portion of the Burdened Parcel so taken if the effect thereof would be to diminish the amount of the award made to the Owner of the Burdened Parcel. The foregoing shall not, however, prevent any Owner of the Benefitted Parcel or an Owner of another Parcel from asserting a collateral claim for damages concerning the Parcel owned by such Owner (even though no portion thereof is taken) by reason of the Taking of the whole or any portion of the Burdened Parcel, to the extent that such damages suffered may be awarded or paid by the taking authority in recognition of reduced access, loss of business or similar consequences, provided such collateral claim does not reduce the award to the Owner of the Burdened Parcel.

ARTICLE 8

GOVERNING PROVISIONS AND RESOLUTION OF DISPUTES:

8. GOVERNING PROVISIONS AND RESOLUTION OF DISPUTES:

8.1. Notices: Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between or among Grantor, the Parcels, or the Owners thereof, relating to this Declaration (“**Notices**”) shall be written and shall be served upon the respective Party by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty [50] pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of the receipt of a facsimile transmission or, where no such transmission is required or otherwise has

been executed, such Notice shall be deemed received upon the date of the delivery set forth in such certified proof and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be subject to change as to the person(s) to be notified and/or the respective addresses upon ten (10) days notice as provided herein.

8.1.1. All notices to Grantor shall be sent to Grantor to the entity and address set forth above, with a copy to:

Carl S. Bisgaier, Esq.
Flaster/Greenberg P.C.
1810 Chapel Avenue West
Cherry Hill, NJ 08002
Facsimile No: (856) 661-1919

With an additional copy to:

Legal Department
Toll Brothers, Inc.
At the address set forth in the heading hereof
Facsimile No: (215) 938-8255

8.1.2. All notices to a Parcel Owner shall be sent to the person or entity then shown as the person to whom notices are to be sent pursuant to the Municipal Land Use Law for the delivery of notices to property owners of development applications. All notices also shall be delivered to the resident agent or senior employee or official of a Parcel Owner, if any, located on the Parcel or, if none, to the designated entity responsible for the maintenance of the Parcel, if known to the Party obligated to deliver the notice.

8.2. Entire Agreement: This Declaration represents the entire agreement of Grantor. The exhibits attached hereto, the introductory statement and the recitals set forth above are incorporated herein and form a part of this Declaration as if set forth at length herein.

8.3. Modification of Agreement; Invalidity: This Declaration may not be amended, altered, modified, discharged or terminated orally, but only by written amendment executed by Grantor. The invalidity of any clause contained herein shall not render automatically invalid any other provision, and the balance of this Declaration which is not held invalid shall be binding upon the Parties intended to be bound by Grantor.

8.4. Recording: This Declaration shall be recorded.

8.5. Dispute Resolution: Any controversy or claim arising out of or related to this Declaration, or the breach hereof, to the extent that it can be resolved without the joinder of parties not subject to this Declaration, unless said parties consent to or are otherwise required to be bound by this section, without giving effect to the "entire controversy" doctrine to the extent not required to do so by law, shall be resolved subject to the terms and conditions set forth herein.

and by arbitration before a single arbitrator with a venue, if possible, in the State of New Jersey, Burlington County, in accordance with the Commercial Arbitration Rules of the American Arbitration Association as modified herein. Further, the arbitrator shall resolve disputes as to what can be arbitrated and the validity of the arbitration clause. The arbitration shall be governed by the laws of the State of New Jersey with regard to arbitration practice and, where not inconsistent, the Federal Arbitration Act. The arbitrator shall render a written decision, shall base the decision on applicable New Jersey law and judicial precedent and shall not have the power to make a legally erroneous award. Judgment upon the award rendered by the arbitrator may be enforced in any court having jurisdiction thereof with jurisdiction and venue as set forth herein and subject hereto as to the law to be applied. The arbitrator shall have the authority to and shall award reasonable attorneys fees and the reasonable costs of the arbitration to the prevailing Party in whole or in part based upon the arbitrator's determination of the relative merits of the dispute.

8.6. Governing Law; Venue: This Declaration shall be governed by and be construed in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed within the State of New Jersey without giving effect to principles relating to the conflict of laws. Other than to the extent governed by arbitration as set forth herein, the Parties consent to the jurisdiction of the courts of the State of New Jersey, with venue in the County of Burlington, for the resolution of any dispute which may arise hereunder and expressly waive whatever right they may have to object to said jurisdiction and/or venue. The Parties expressly waive trial by jury in any litigation arising out of, connected with or relating to this Declaration or the relationship created hereby.

8.7. Cooperation and Further Assurances and Confirmations: The Parties agree to cooperate with each other in order for each to effectuate the undertakings contemplated by this Declaration and to provide such further assurances and confirmations as are necessary to carry out the terms of this Declaration.

8.8. Construction: The titles and headings to the Articles, Sections and Subsections (hereinafter referred to as "Articles") contained in this Declaration are for reference only for the convenience of the Parties and neither broaden nor confine the scope, content or intent of the Articles. They shall not be deemed to alter or supersede the contents of the Articles themselves. Unless the text requires the contrary and as the text may require, all references to the neuter gender shall be deemed to include the masculine and feminine genders, and all references to the singular shall be deemed to include the plural as the text may require or suggest. This Declaration shall not be construed in conjunction or integration with any other agreement (except the exhibits attached hereto which shall be deemed a part hereof as if set forth at length herein) including, without limitation, any prior drafts of this Declaration unless expressly so stated within this Declaration.

8.9. Effect of Declaration: This Declaration shall be binding upon and inure to the benefit of the Parties hereto, their heirs, executors, administrators, successors, personal and legal

representatives and permitted assigns. All provisions hereof shall bind and run with the Property, and further shall not be subject to extinguishment through merger or by operation of any law or rule of law by virtue of any present or future common ownership of the Property. This Declaration shall continue in full force and effect notwithstanding the destruction or removal of any improvements now or hereafter situate on the Property.

8.10. Holidays and Weekend Days/Time for Performance: Should any date, on or before which the performance of any act is required under the terms hereof, fall on a Saturday, Sunday, legal or generally recognized religious holiday in the State of New Jersey (such as Good Friday), the date for performance shall be extended to and shall occur on the next succeeding business day. All references to "days" shall be deemed to refer to calendar days unless the context clearly and unequivocally requires otherwise. Except as otherwise set forth herein, any act to be performed on or before a certain day shall be deemed to be required to be performed on or before 5:00 p.m. on the day set forth and, if performed after 5:00 p.m., shall be deemed not to have been performed on said date but to have been performed on the succeeding day.

8.11. Relationship of Parties: Nothing contained in this Declaration shall be construed as making any Party the partner, agent or joint venturer of the other.

8.12. No Overburdening: Each Owner agrees, in connection with the easements granted herein benefitting the Parcel of such Owner, not to overburden such easements or otherwise unreasonably interfere with the use and enjoyment of the Parcel burdened by such easements.

8.13. Easements to be Private: This Declaration is intended to affect the rights and responsibilities of the Parcel Owners, and nothing contained herein shall be deemed to affect the rights of Moorestown and the public which otherwise may exist; including, by way of example only, the public's right to the use and enjoyment of the bikepath to be provided along Centerton Road as set forth in the Site Plan Approval. Unless and until any easement granted herein is dedicated to and accepted by Moorestown, any other government agency and/or utility company, neither the granting of any easement hereunder nor the use and enjoyment thereof pursuant to the provisions of this Declaration shall be deemed in any way to create or confer in or on any member of the public any right to use and enjoy the same or any estate or interest therein.

8.14. Waiver: Except as explicitly provided herein, no Party shall be deemed to have waived the exercise of any right or remedy existing hereunder unless such waiver is made expressly and in writing. Without limiting the generality of the foregoing, no delay or omission by any Owner in exercising such right or remedy shall be deemed to constitute a waiver with respect to other instances involving the exercise of such right or remedy or with respect to other such rights or remedies.

8.15. Termination: This Declaration, the execution and recording of which is a condition of the Subdivision Approval, may be enforced by Moorestown and shall not be

terminated by Grantor or any Party without the express consent of Moorestown. Regardless of the consent of Moorestown, this Declaration shall not be terminated without the express written consent of all of the Parcel Owners. Notwithstanding the foregoing, as to any improvement dedicated to and accepted by Moorestown or any government agency or utility authority, which accepts title and the obligation for the maintenance thereof, this Declaration shall terminate as to the obligations and rights of Grantor and the Owners with regard thereto.

IN WITNESS WHEREOF, Grantor hereunder sets its hand and seal that day and year first above written.

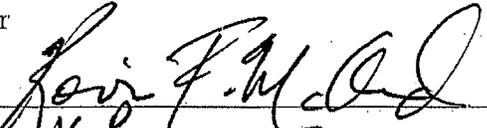
GRANTOR:
LAUREL CREEK, L.P , a New Jersey
Limited partnership

ATTEST:

BY: TOLL LAND CORP. NO 10, its General
Partner



Asst Secretary
Print Name: Brian Latta

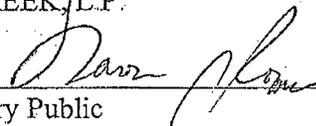
BY: 

Title: N.P.
Print Name: Kevin F. McAndrews

NOTARIZATION

STATE/Commonwealth of Pennsylvania :
COUNTY OF Philadelphia :SS.

BE IT REMEMBERED that on this 20th day of June, 2001, before me, the undersigned witnessing authority, personally appeared Kevin McAndrews, who is the GP of TOLL LAND CORP. NO 10, the sole general partner of LAUREL CREEK, L.P., who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed and delivered the Declaration of Restrictions, Covenants and Easements, as such officer of TOLL LAND CORP. NO 10, the sole general partner of LAUREL CREEK, L.P. and that he did so in accordance with proper authorization and that the within instrument is the voluntary act and deed of TOLL LAND CORP. NO 10 and LAUREL CREEK, L.P.



Notary Public

N:\CSB\Ioll Brothers\Moorestown\Laurel Creek\Office Complex (99)\Cross-Easement Agreement\Draft 010621 Final wpd

Notarial Seal
Sharon B. Roman, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 18, 2002
Member, Pennsylvania Association of Notaries

Notarial Seal
Sharon B. Roman, Notary Public
Mer

RECORDING DATA PAGE

COMMONWEALTH LAND TITLE
51 HADDONFIELD ROAD SUITE 110
PO BOX 5382
CHERRY HILL, NJ 08034

Receipt No : 295807
Document No : 3533279 Type : DECR
Recording Date : 07/06/2001
Login id : ccbunn

Recorded
Jul 06 2001 11:53am
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180

DB58761 PG467

RECORD AND RETURN TO:

Drinker Biddle & Reath LLP
One Logan Square, Ste. 2000
Philadelphia, PA 19103
Jerald M. Goodman, Esq.

Recording Requested by and
When Recorded Return to:
Drinker Biddle & Reath LLP
One Logan Square, Ste. 2000
Philadelphia, PA 19103
Jerald M. Goodman, Esq.

**TERMINATION AGREEMENT
WITH RESPECT TO
DECLARATION OF RESTRICTIONS, EASEMENTS, AND MAINTENANCE
AGREEMENT FOR LAUREL CREEK OFFICE COMPLEX,
Block 8801, Lot 4, Lot 4.01, Lot 4.02 and Lot 4.03
Township of Moorestown, Burlington County, New Jersey**

This Termination Agreement is made as of the _____ day of _____, 2020 and made effective as of the _____ day of _____, 2020 by **LAUREL CREEK, L.P.**, a New Jersey limited partnership (the "Grantor").

Background

WHEREAS, Declarant executed the Declaration of Restrictions, Easements, and Maintenance Agreement for Laurel Creek Office Complex, dated as of June 22, 2001 (the "Declaration"), which Declaration was recorded among the land records of Burlington County, New Jersey in Deed Book 5876, Page 439, with respect to real property in the Township of Moorestown, Burlington County, New Jersey, and more particularly known as Block 8801, Lot 4.01, Lot 4.02, and Lot 4.03 (collectively, the "Property"); and

WHEREAS, the parties hereto, as owners of the Property subject to the Declaration, desire to terminate the Declaration.

NOW THEREFORE, the parties hereto, for good and valuable consideration and intending to be legally bound hereby, agree as follows:

1. **Definitions.** Capitalized terms used in this Termination Agreement without definition shall have the same meanings ascribed to those terms in the Declaration.

2. **Termination of Restrictions, Easements, and Maintenance.** This Termination Agreement evidences the election by Grantor to terminate the Declaration. Effective upon the recording of this Termination Agreement among the land records of Burlington County, New Jersey, the Declaration shall be terminated and of no further force or effect, and this Termination Agreement is recorded to evidence the release of the Property from the terms, covenants and provisions of the Declaration.
3. **Consents.** All consents of third parties, including, but not limited to those required from the Township of Moorestown, New Jersey required for the termination of the Declaration have been obtained by Grantor.
4. **Estoppel.** There is no violation, default or breach by any owner of Lots 4.01, 4.02, or 4.03. Any payments due Grantor or any Parcel Owner(s) with respect to the Property have been paid in full and no amounts are currently due and owing, and no default assessments have been levied against the Property nor have any assessments or similar liens been filed against the Property.
5. **Cost of Recording.** Grantor shall pay for the cost of recording this Termination Agreement and provide copies to the owner of Lot 4.01 at the following address:
Comcast Business Communications, Inc.
One Comcast Center
1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838
Attention: Real Estate Counsel
6. **Governing Law.** This Termination Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.
7. **Binding Effect.** This Termination Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
8. **Entire Agreement.** This Termination Agreement constitutes the entire agreement of the parties hereto with respect to the limited subject matter hereof and supersedes all prior agreements, representations, understanding and arrangements.
9. **Counterparts.** This Termination Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one original agreement.

[Remainder of page intentionally left blank. Signatures follow on next page.]

CONSENT OF PARCEL OWNER OF LOT 4.01

Comcast Business Communications, LLC, the owner of Lot 4.01 pursuant to that certain deed dated June 22, 2001, which was recorded on June 28, 2001 in Deed Book 5876, on Page 482, hereby consents to the execution and recording of the foregoing Termination Agreement.

COMCAST BUSINESS COMMUNICATIONS, LLC

BY: [Signature]
Name: Gerald C. O'Brien
Title: Vice President-Real Estate

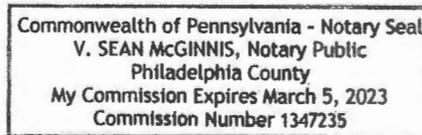
COMMONWEALTH OF PENNSYLVANIA: : SS
COUNTY OF PHILADELPHIA :

On this, the 28th day of JANUARY, 2020, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared GERALD C. O'BRIEN, who acknowledged himself/herself to be the VICE PRESIDENT-REAL ESTATE of Comcast Business Communications, Inc., a corporation, and that he/she as such VICE PRESIDENT-REAL ESTATE, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as VICE PRESIDENT-REAL ESTATE.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
NOTARY PUBLIC

My Commission Expires:



CONSENT OF TOWNSHIP OF MOORESTOWN

The Township of Moorestown, New Jersey hereby consents to the execution and recording of the foregoing Termination Agreement.

TOWNSHIP OF MOORESTOWN, NEW JERSEY

BY: _____

Name:

Title:

STATE OF NEW JERSEY:

: SS

COUNTY OF CAMDEN :

On this, the _____ day of _____, 2020, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of the Township of Moorestown., a corporation, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

NOTARY PUBLIC

Prepared by:
Drinker Biddle & Reath LLP
One Logan Square, Ste. 2000
Philadelphia, PA 19103
Jerald M. Goodman, Esq.

Recording Requested by and
When Recorded Return to:
Drinker Biddle & Reath LLP
One Logan Square, Ste. 2000
Philadelphia, PA 19103
Jerald M. Goodman, Esq.

Block 8801, Lots 4.01, 4.02, and 4.03

RECIPROCAL EASEMENT AGREEMENT

This **RECIPROCAL EASEMENT AGREEMENT** (this "Agreement") is made this ____ day of ____, 2020 and made effective this ____ day of ____, 2020 by **LAUREL CREEK, L.P.**, a New Jersey limited partnership, having an address of c/o Toll Brothers, Inc., 250 Gibraltar Road, Horsham, Pennsylvania 19044 ("Laurel Creek") and **COMCAST BUSINESS COMMUNICATIONS, LLC**, a Delaware limited liability company, having an address of One Comcast Center, 1701 John F. Kennedy Boulevard, Philadelphia, PA 19103-2838, Attention: Real Estate Counsel ("Comcast").

RECITALS

WHEREAS, Laurel Creek is the owner of certain real property identified as Block 8801, Lots 4.02 and 4.03 situated in the Township of Moorestown, County of Burlington, State of New Jersey, and more particularly described on **Exhibit A** attached hereto (each individually a "Laurel Creek Lot" and collectively, the "Laurel Creek Lots");

WHEREAS, Comcast is the owner of certain real property identified as Block 8801, Lot 4.01 situated in the Township of Moorestown, County of Burlington, State of New Jersey, which is more particularly described on **Exhibit A** attached hereto (the "Comcast Lot");

WHEREAS, the Laurel Creek Lots and Comcast Lot were subject to that certain Declaration of Restrictions, Easements, and Maintenance Agreement for Laurel Creek Office Complex, dated as of June 22, 2001 (the "Declaration"), which Declaration was recorded among the land records of Burlington County, New Jersey in Deed Book 5876, Page 439, with respect to real property in the Township of Moorestown, Burlington County, New Jersey, to create certain easements benefitting and burdening the Laurel Creek Lots and the Comcast Lot;

WHEREAS, Laurel Creek, as the Declarant under the Declaration, has terminated such Declaration pursuant to a certain Termination Agreement of even date herewith;

WHEREAS, Laurel Creek and Comcast have agreed to grant certain easements and upon, under, and across the Laurel Creek Lots and Comcast Lot in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Laurel Creek and Comcast hereby agree as follows:

1. **Definitions.**

- a. “Environmental Law” means any and all applicable federal, state or local laws, statutes, ordinances, rules, regulations, orders, principles of common law, judgments, permits, licenses or other determinations of any judicial or regulatory authority, now or hereafter in effect, imposing liability, establishing standards of conduct or otherwise relating to protection of the environment (including natural resources, surface water, groundwater, soils, and indoor and ambient air), health and safety, land use matters, specifically including, but not limited to, wetlands, flood hazard, drainage or stormwater regulations, or the presence, generation, treatment, storage, disposal, release or threatened release, transport or handling of any Hazardous Material.
- b. “Hazardous Materials” means any substance, material, element, compound, waste or chemical, whether solid, liquid or gaseous, which is defined, listed, classified or otherwise regulated in any way under any Environmental Law, or any other such substances or conditions (including mold and other mycotoxins or fungi) which may create any unsafe or hazardous condition or pose any threat to health and safety.
- c. “Lot” means, individually, each of the Laurel Creek Lots or the Comcast Lot. The term Lot shall, in the future, also refer to any new parcels into which the Laurel Creek Lots or the Comcast Lot may be legally subdivided, or any parcel into which one or more Lots may be recombined.
- d. “Lots” means, collectively, the Laurel Creek Lots and the Comcast Lots, and any new parcels into which the Laurel Creek Lots or the Comcast Lot may be legally subdivided, or any parcel into which one or more Lots may be consolidated.
- e. “Party” or “Parties” mean, individually or collectively, as the case may be, Laurel Creek and Comcast, and their respective successors and assigns as the holders of fee simple title to any Lot.
- f. “Permittees” mean the respective tenants, licensees, employees, agents, contractors, guests and invitees, of Laurel Creek and Comcast (or the successor owners of either Laurel Creek Lot or the Comcast Lot, as the case may be) and their respective tenants and licensees.

- g. “Owner” means, individually, Laurel Creek or the Comcast (or the successor owners of either Laurel Creek Lot or the Comcast Lot, as the case may be)
- h. “Utility Facilities” means any pipes, ducts, conduits, facilities, wires, apparatus and such related appurtenances installed for any public or private utility, including, without limitation, gas, electricity, water, sanitary sewer, telephone, cable and any other type of communication facility or utility.

2. **Access Road Easement.**

- a. Subject to the terms and conditions of this Agreement, Laurel Creek hereby: (i) grants, bargains and conveys to Comcast for the benefit of the Comcast Lot; and, (ii) reserves unto itself for the benefit of Lot 4.02, a perpetual, non-exclusive right of way and easement for vehicular and pedestrian ingress, egress, and traffic over, upon and across portions of Lot 4.03 (the “Access Road Easement”) for the construction and maintenance of a road providing access for Laurel Creek, Comcast and their respective Permittees to, and from, Centerton Road to the Comcast Lot and/or to the Laurel Creek Lots (“Access Road”), as more particularly shown on **Exhibit B** (the “Access Road Easement Area”).
- b. Except as required by any applicable governmental authority, no buildings, structures, fixtures, facilities, improvements, barriers, fences or other obstructions shall be placed, erected or otherwise permitted by any Party hereto within the Access Road Easement Area that would obstruct, impede or prevent access (including access by construction vehicles or equipment) over, upon or across any portion of the Access Road Easement Area for the purposes set forth in this Agreement. Nothing in this Agreement shall be deemed to grant to any Party any rights to use the Access Road for parking or the storing of vehicles, equipment, or any construction or other materials.
- c. Laurel Creek and Comcast hereby acknowledge and agree that: (i) as of the date of this Agreement, the Laurel Creek Lots are vacant and undeveloped; (ii) Laurel Creek seeks to develop each of the Laurel Creek Lots in the future; and (iii) as part of the municipal approvals for the proposed development of either of the Laurel Creek Lots, Laurel Creek shall use commercially reasonable efforts to cause the Access Road to be publicly dedicated to the Township of Moorestown (the “Township”) upon completion of construction thereof. Upon such dedication of the Access Road to the Township (the “Dedication”), the Access Road Easement and the benefits, burdens and obligations of the Parties related thereto as set forth in Sections 2, 3 and 4 hereof shall automatically terminate without the need of any further documentation or recordation.

3. **Maintenance of Access Road Easement.**

- a. The Parties acknowledge that as of the date of this Agreement, the Access Road has only been constructed to the property line of the Comcast Lot and serves only

the Comcast Lot as shown on the site plan attached as **Exhibit [C]** hereto (the "Existing Road"). Until such time as Laurel Creek commences construction activity for the development of either Laurel Creek Lot, Comcast, at its cost, shall be solely responsible for all maintenance of the Existing Road including, without limitation, snow and ice removal therefrom.

- b. Upon commencement of construction for the development of either Laurel Creek Lot, Laurel Creek, at its cost, shall be solely responsible for the construction, maintenance and/or repair of any portion of the Access Road that extends beyond the Existing Road including, without limitation, snow and ice removal therefrom. Thereafter, Comcast shall continue to be responsible for maintenance obligations set forth in Section 3(a) hereof only for the Existing Road, provided, however, that notwithstanding the foregoing, Laurel Creek shall be responsible for and shall indemnify and hold harmless Comcast from and against any and all cost, liability, claim, damage, harm or injury to or occurring on the Existing Road caused by the acts or omissions of Laurel Creek and its Permittees, including, without limitation, damage caused to the Existing Road by construction vehicles.
- c. Each Owner agrees to perform all work (including, without limitation, construction, installation, restoration, and maintenance) in connection with its respective obligations pursuant to this Agreement in a workmanlike manner, with a minimum of inconvenience to the other Parties, and in accordance with all applicable legal requirements. Each Owner shall perform all work in connection with its respective obligations hereunder in a manner that does not unreasonably interfere with or interrupt the use of the Access Road by the other Party.
- d. In the event one Party or its Permittees cause damage to the Access Road Easement Area as a result of (i) the exercise of any rights granted in this Agreement, (ii) the act, negligence or omission of such Party or its Permittee, (iii) the failure of such Party or its Permittee to fulfill its obligations under this Agreement, and/or (iv) a casualty event on such Party's Lot, then the Party causing such damage (or whose Permittees caused such damage) shall be responsible for one-hundred percent (100%) of the cost and expense of repairing such damage and/or restoring such land to its condition immediately prior to such damage. For the avoidance of doubt, the damage referred in this Section shall not include any reasonable wear and tear.

4. **Expansion of Existing Access Road.**

Subject to the receipt of all necessary permits and approvals, Laurel Creek, at its sole cost and expense, shall complete construction and asphalt paving of the Access Road Easement Area in accordance with plans and specifications to be prepared by Laurel Creek and approved by Comcast, which approval shall not be unreasonably withheld, delayed or conditioned and in accordance with all requirements of the Township for future Dedication of the Access Road, provided, however, that notwithstanding the foregoing, if Comcast does not provide its approval or denial within thirty (30) days of receipt of the plans and specifications provided by Laurel Creek, then Laurel Creek shall provide a second notice to Comcast further requesting such approval, enclosing a copy of Laurel Creek's prior request and referring to the Easement and location of the Comcast Lot and stating the following in such notice: **"COMCAST'S APPROVAL OF LAUREL CREEK'S PROPOSED PLANS AND SPECIFICATIONS SHALL BE DEEMED APPROVED BY COMCAST WITHIN TEN (10) DAYS OF COMCAST'S RECEIPT OF THIS SECOND NOTICE IF NOT OTHERWISE DENIED DURING SUCH TEN (10) DAY PERIOD."** If, at any point, Comcast denies the plans and specifications, it shall identify the reasons for said denial and the corrective action required to obtain Comcast's approval.

5. **Utility Infrastructure Easement.**

a. Subject to the terms and conditions of this Agreement, Laurel Creek and Comcast each hereby grants, bargains, and conveys to each other, a non-exclusive, perpetual easement (the "Utility Infrastructure Easement") in, to, over, under, along and across those portions of the respective grantor's Lot necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of Utility Facilities serving the grantee's Lot as shown on **Exhibit D** (the "Utility Infrastructure Easement Area").

6. **Stormwater Utility Infrastructure Easements.**

- a. Laurel Creek hereby grants, bargains and conveys to Comcast a perpetual, non-exclusive drainage easement over, upon and across the drainage infrastructure and facilities located on Lots 4.02 and 4.03, (the "Lot 4.01 Stormwater Utility Infrastructure Easement") as depicted on **Exhibit D**.
- b. Laurel Creek and Comcast hereby grant, bargain, and convey to the Owner of Lot 4.02 a perpetual, non-exclusive drainage easement over, upon and across the drainage infrastructure and facilities located on Lot 4.01 and Lot 4.03 (the "Lot 4.02 Stormwater Utility Infrastructure Easement") as depicted on **Exhibit D**.
- c. Comcast hereby grants, bargains, and conveys to the owner of Lot 4.03 a perpetual, non-exclusive drainage easement over, upon and across the drainage infrastructure and facilities located on Lot 4.01, (the "Lot 4.03 Stormwater Utility

Infrastructure Easement”) (The Lot 4.01, Lot 4.02 and Lot 4.03 Stormwater Utility Infrastructure Easements shall be referred to collectively as the “Stormwater Utility Infrastructure Easements”) depicted as “Existing Storm” on **Exhibit D**.

- d. Each of the aforementioned easements shall: (a) comply with all legal requirements and all permits granted in connection with the storm water management system, (ii) not materially interfere with the other Party’s use and enjoyment, development and operation of and ingress and egress to such other Lot, and (iii) not cause any material damage to such other Lot or any improvements or other utility lines located thereon.
- e. The Parties hereby acknowledge and agree that the Stormwater Utility Infrastructure Easements shall continue in perpetuity and shall survive the termination of the Access Road Easement and the Dedication.

7. **Signage Easement**.

- a. Laurel Creek as the Owner of Lot 4.03 hereby grants, bargains, and conveys to the Comcast a perpetual non-exclusive easement to access and maintain an existing monument sign located on Lot 4.03, which is adjacent to the Comcast Lot at the intersection of Centerton Road and the Access Road as shown on **Exhibit E** (the “Signage Easement”). Such access rights shall also include the right to grade and regrade the area around the Sign and to plant and maintain landscaping and other related improvements. Comcast shall have the right to remove any plantings that interfere with the visibility of the Sign. Subject to any required government permits or approvals, Comcast shall have the right identify itself and/or any tenants on Lot 4.01 on such Sign and Comcast shall maintain such Sign at its sole cost and expense.

8. **Lighting and Landscaping**. Each of Comcast and Laurel Creek shall be responsible, in its sole discretion and at its sole cost and expense, for any landscaping and lighting installation on its respective Lot(s), including any lighting on the Lot illuminating the portion of the Access Road Area abutting such Lot(s).

9. **Cooperation**. Each Party shall act in a commercially reasonable manner, in good faith, and shall reasonably cooperate with the other Party with respect to the matters which are the subject of this Agreement. In furtherance of the foregoing, upon request from any Party (a “Requesting Party”), the other Party (a “Cooperating Party”) shall execute or join in the execution of any application to a governmental authority having jurisdiction over building permits or other permits, licenses and approvals as may be necessary in connection with any work that a Requesting Party is authorized, permitted or obligated to perform pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the Cooperating Party shall not be obligated to incur any out-of-pocket cost or liability in connection with its cooperation under this **Section 9** or to execute any document which

the Cooperating Party determines in good faith contains any false or misleading statements.

10. **Rights Reserved.** Subject to the limitations set forth in this Agreement, each Party shall have the right to occupy and enjoy the surface of, air space above, and subsurface under its respective Lot for any purpose which does not unreasonably interfere with the easement rights granted to the other Party hereunder.
11. **Default; Remedies.** If any Party defaults in the performance of any of its obligations under this Agreement, and such default continues for a period of thirty (30) days after written notice has been given to such Party of the default and demanding that the same be cured, except in the case of exigent circumstances, in which case such cure period shall be reduced to an amount of time that is reasonable under such circumstances (unless, subject to the foregoing in the case of exigent circumstances, such default cannot with due diligence be wholly cured within such period of 30 days, in which case such Party shall have such longer period as is reasonably necessary to cure the default), the Party delivering such notice shall have the right (but not the obligation), without waiving or releasing any other right or remedy in connection with the default, to cure such default for the account of the defaulting Party. Thereafter, the defaulting Party shall pay the cost of such cure to the curing Party within thirty (30) days after demand. Interest shall be charged on any past due payments under this Agreement in an amount equal to the lesser of (i) an annual rate of “Prime” (as published from time to time by the Wall Street Journal or, if not published by the Wall Street Journal, then as periodically established by another publication or entity of similar reputation) plus four (4%) percent per annum, or (ii) the highest rate allowed by law. Furthermore, if any payment required hereunder is not made when due, in addition to any other rights and remedies, any Party to whom such payment is owed may impose a lien against the Lot of the defaulting Party, by recording a notice of such lien in the county land records, and may foreclose such lien by power of judicial sale.
12. **Notices.** All notices or other communications required or permitted to be given under this Agreement shall be given in writing and delivered personally or mailed by certified mail, postage prepaid, or by a reputable overnight delivery service such as FedEx, addressed to the address first set forth above. The notice addresses may be changed or supplemented by written notice given as above provided. Any notice, if sent by mail, shall be deemed to have been received by the addressee on the third business day after posting in the United States mail, or, if sent by overnight delivery service, on the first business day after being deposited with such service, or if delivered personally, on the day of such delivery. Notice given by legal counsel for either Party shall be effective for all purposes hereunder.
13. **Indemnification.** Each Party hereby agrees to indemnify, defend and hold harmless the other Party from and against any and all loss, cost, damage, liability and expense (including, without limitation, reasonable attorneys’ fees) for any damage to property, or for injury to or death of any person arising from (a) the negligence or willful misconduct of such Party or its Permittees during the exercise by such Party, or its Permittees, of the easement rights granted pursuant to this Agreement within the Lot of the other Party, and (b) any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching,

dumping, or disposing into the environment of Hazardous Materials onto the Lot of the other Party. The indemnification for environmental matters set forth in subsection (b) above expressly covers, without limitation, costs incurred in connection with any investigation or site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental authority or political subdivision because of Hazardous Materials present in the soil or ground water. The Party seeking indemnification pursuant to this Section shall give the indemnifying Party prompt notice of any suit, proceeding, damage or claim entitling such Party to indemnification; provided that the failure of the indemnified Party to give such notice shall not excuse the indemnifying Party's obligation to indemnify except to the extent the indemnifying Party has suffered damage or prejudice by reason of the indemnified Party's failure to give, or delay in giving, such notice.

14. **Insurance.**

- a. As long as the easements herein shall remain in effect, Laurel Creek shall, at its own sole cost and expense, acquire and maintain the following insurance policies from a company or companies lawfully authorized to do business in New Jersey of: (a) commercial general liability insurance covering liability arising from premises, operations, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for damages arising on, in or about the Access Easement Area, temporary workspaces, which insurance shall be written on an "occurrence basis" and shall provide protection with limits in amounts of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate, (b) umbrella liability in an amount of Three Million Dollars (\$3,000,000.00) per occurrence and in the aggregate which covers occurrences arising out of the operations performed by or on behalf of Laurel Creek, its contractors, consultants, employees, invitees, guests, or agents, (c) workers' compensation insurance subject to New Jersey's statutory limits, covering all persons employed by such party for which claims for death or bodily injury could be asserted against such party, (d) auto liability insurance with a limit of One Million Dollars (\$1,000,000.00) for any of such party's owned, non-owned or hired vehicles; and (e) in the event that Laurel Creek installs any storm water or sewer lines, pollution legal liability insurance with a limit of Five Million Dollars (\$5,000,000.00) per occurrence and aggregate, including coverage for: liability arising out of third party property damage or bodily injury as a result of new and/or pre-existing pollution conditions including on-site and off-site legal liability for clean-up; provided however, this obligation for Laurel Creek to maintain pollution legal liability insurance shall cease from the date that is five (5) years after the Township of Moorestown, Burlington County, New Jersey, or any other public municipality, publicly dedicates and/or accepts ownership of the storm water or sewer lines. Laurel Creek shall include Comcast as an additional insured on the general liability and umbrella liability policies and provide certificates of insurance upon execution and thereafter request from Comcast. Laurel Creek's insurance shall be endorsed and state they are primary and non-contributory to any other insurance carried by Comcast its officers, officials, employees, and volunteers, with respect to losses for which Laurel Creek is

responsible. Any insurance or self-insurance maintained by Comcast, its officers, officials, employees, or volunteers shall be excess of Laurel Creek's insurance (including the amount of any self-insurance or deductible maintained by Laurel Creek) and shall not contribute with it. Laurel Creek shall ensure that, to the extent legally allowable, the policies be endorsed to provide Comcast, its subsidiaries, directors, officers and employees a waiver of all rights of subrogation that any of Laurel Creek's insurers may acquire by virtue of the payment of any loss under such insurance. Laurel Creek shall deliver certificates of insurance to Comcast evidencing this coverage prior to recordation of this Easement and shall thereafter provide evidence of such insurance within thirty (30) days of Comcast's written demand.

- b. As long as the easements herein shall remain in effect, Comcast shall, at its own sole cost and expense, acquire and maintain the following insurance policies from a company or companies lawfully authorized to do business in New Jersey of: (a) commercial general liability insurance covering liability arising from premises, operations, products-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) for damages arising on, in or about the Access Easement Area or temporary workspaces, which insurance shall be written on an "occurrence basis" and shall provide protection with limits in amounts of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in aggregate, (b) umbrella liability in an amount of Three Million Dollars (\$3,000,000.00) per occurrence and in the aggregate in excess of the required commercial general liability insurance, (c) workers' compensation insurance subject to New Jersey's statutory limits, covering all persons employed by Comcast, and (d) auto liability insurance with a limit of One Million Dollars (\$1,000,000.00) for Comcast's owned, non-owned or hired vehicles. Comcast shall include Laurel Creek as an additional insured on the general liability and umbrella liability policies and provide certificates of insurance upon execution and thereafter request from Laurel Creek. Comcast's insurance shall be endorsed and state they are primary and non-contributory to any other insurance carried by Laurel Creek its officers, officials, employees, and volunteers with respect to losses for which Comcast is responsible hereunder, and any insurance or self-insurance maintained by Laurel Creek, its officers, officials, employees, or volunteers shall be excess of Comcast's insurance (including the amount of any self-insurance or deductible maintained by Comcast) and shall not contribute with it. Comcast shall ensure that, to the extent legally allowable, the policies be endorsed to provide Laurel Creek, its subsidiaries, directors, officers and employees a waiver of all rights of subrogation that any of Comcast's insurers may acquire by virtue of the payment of any loss under such insurance. Comcast shall deliver certificates of insurance to Laurel Creek evidencing this coverage prior to recordation of this Easement and shall thereafter provide evidence of such insurance within thirty (30) days of Laurel Creek's written demand.

- c. In addition to the insurance required of each Owner under this Section 14, each Owner shall, at its own sole cost and expense during the construction period by any Owner on any of the Lots of any expansion to the Access Road, construction and/or connection of any Utility Facilities, or construction and/or connection of any Stormwater Utilities, such party shall cause its contractors and subcontractors to procure and maintain commercial general liability insurance and builder's risk insurance against claims for personal injury, death and/or property damage occurring upon or within the construction area. Each constructing Owner shall: (i) require its contractors and subcontractors to procure and maintain insurance appropriate for the scope of each party's work; (ii) ensure that insurance be issued by insurers licensed to do business in New Jersey, and (iii) ensure that, to the extent legally allowable, the policies be endorsed to provide the other Owner, its subsidiaries, directors, officers and employees a waiver of all rights of subrogation that any of the constructing Owner's insurers may acquire by virtue of the payment of any loss under such insurance. contain a clause pursuant to which the insurance carrier(s) waive all rights of subrogation against the other Owner. A certificate of insurance shall be provided to the non-constructing Owner upon request therefor.

15. **Indemnification Against Construction Liens.** Any Party performing work hereunder on the Lot of the other Party shall promptly discharge or cause to promptly be discharged all construction liens, mechanics' liens, claims, stop notices, lien claims, amended lien claims, notices of unpaid balance and right to file lien, amended notices of unpaid balance and right to file lien, and any other encumbrance under the construction lien law, mechanic's lien law, or other applicable law, filed against such Lot in connection with any such work, and shall indemnify and hold the other Party harmless from and against all liabilities, losses, claims, demands, costs and expenses (including reasonable attorneys' fees) and judgments occurring from or in connection with the performance of such work.

16. **Representations and Warranties.**

- a. Laurel Creek represents and warrants to Comcast that (i) it is the Owner of Lots 4.02 and 4.03; (ii) it has full authority to enter, execute, deliver and perform this Easement Agreement without the approval or consent of any party not already obtained and (iii) this Agreement is its legal, valid and binding obligation, enforceable in accordance with its terms.
- b. Comcast represents and warrants to Laurel Creek that (i) it is the Owner of Lot 4.01; (ii) it has full authority to enter, execute, deliver and perform this Easement Agreement without the approval or consent of any party not already obtained and (iii) this Agreement is its legal, valid and binding obligation, enforceable in accordance with its terms.
- c. Comcast represents and warrants to Laurel Creek that Lot 4.01 is not encumbered by any mortgage(s).

- d. Laurel Creek represents and warrants to Comcast that Lots 4.02 and 4.03 are not encumbered by any mortgage(s).

17. **Delegation to Tenants.** A Party may delegate all rights and obligations of this Agreement to a tenant leasing all or substantially all of an entire Lot, including, without limitation, (i) the right to perform any maintenance and/or repair required or permitted pursuant to this Agreement, (ii) the obligation to carry insurance, and (iii) the right to enforce the terms of the Agreement. Any tenant assuming any obligation under this Agreement shall do so expressly in writing, a copy of which shall be provided to all Parties within thirty (30) days of the tenant assuming such obligations. In no case shall a Party's delegation release such Party from its ultimate responsibility to comply with this Agreement.
18. **Rights Run with the Land.** The rights and responsibilities hereunder shall run with fee title to each Lot, it being agreed that each Party shall be responsible for performance of its obligations under this Agreement during its period of ownership of its Lot. Upon transfer of its Lot, the transferring Party shall be released from complying thereafter with the provisions of this Agreement with respect to such Lot so transferred, and shall have no further obligation by reason thereof, except that a transferor shall not be released from any actual obligations that may exist at the time of such conveyance, and notification of such conveyance, by it.
19. **Controlling Law.** The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge, and each Party waives any right to a trial by jury.
20. **No Other Agreements.** This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof. This Agreement shall not be modified except by a written instrument signed by the Party against whom enforcement is sought.
21. **No Third Party Beneficiary.** This Agreement is made for the sole benefit of the Parties and is intended to create rights and Easements only in the owners of the Laurel Creek Lot(s) and the Comcast Lot, and their respective Permittees; provided, however, that each Party may from time to time permit its Permittees to use and enjoy the use and benefit of the Easements under this Agreement. No other person or entity shall be deemed to have any privity of contract hereunder nor any right to rely hereon to any extent or for any purpose whatsoever, nor shall any other person or entity have any right of action of any kind hereon or be deemed to be a third-party beneficiary hereunder.
22. **Breach and Remedies.** No breach of any term of this Agreement will entitle any Party to cancel, rescind, or otherwise terminate this Agreement, and Easements or any other rights or privileges hereunder, but this limitation shall not affect, in any manner, any other right or remedy otherwise available for such breach.

23. **No Joint Venture.** This Agreement shall not create an association, partnership, joint venture or principal and agency relationship between any of the Parties.
24. **No Mortgage Liens.** Each Party represents and warrants that there is no mortgage lien on the portion of the Easement Area located on its Lot as of the time this Agreement is recorded.
25. **Counterparts.** This Agreement may be executed by the Parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement.
26. **Miscellaneous.** If any provision of this Agreement is found to be invalid or unenforceable, the remainder of this Agreement shall be unaffected thereby. The paragraph headings are for convenience and reference only and shall not limit or otherwise affect the meaning hereof. This Agreement may be simultaneously executed in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

[SIGNATURE PAGE FOLLOWS]

LAUREL CREEK:

LAUREL CREEK, L.P., a New Jersey limited partnership

BY: TOLL NJ I, L.L.C., its General Partner

BY: Richard J Keyser
Name: Richard Keyser
Title: Authorized Representative

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

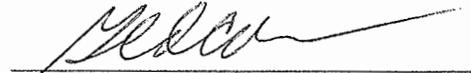
On this, the 31 day of January, 2020, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared Richard Keyser who acknowledged himself to be the Authorized Representative of TOLL NJ I, L.L.C., the general partner of LAUREL CREEK, L.P., a New Jersey limited partnership, and that he as such Authorized Representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as the Authorized Representative

Colleen M. Keefer
NOTARY PUBLIC

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
Colleen M. Keefer, Notary Public
Bucks County
My commission expires June 10, 2023
Commission number 1082613
Member, Pennsylvania Association of Notaries

COMCAST:
COMCAST BUSINESS COMMUNICATIONS, LLC

BY: 

Name: Gerald C. O'Brien
Title: Vice President-Real Estate

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : SS

On this, the 28th day of JANUARY, 2020, before me, a Notary Public in and for the State and County aforesaid, the undersigned officer, personally appeared GERALD C. O'BRIEN, who acknowledged himself/herself to be the VP-REAL ESTATE of COMCAST BUSINESS COMMUNICATIONS, LLC, a limited liability company, and that he/she as such VP-REAL ESTATE, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as the VP-REAL ESTATE.


NOTARY PUBLIC

My Commission Expires:

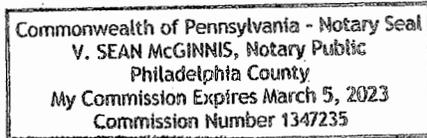


Exhibit A:
Legal Description

Laurel Creek Lots

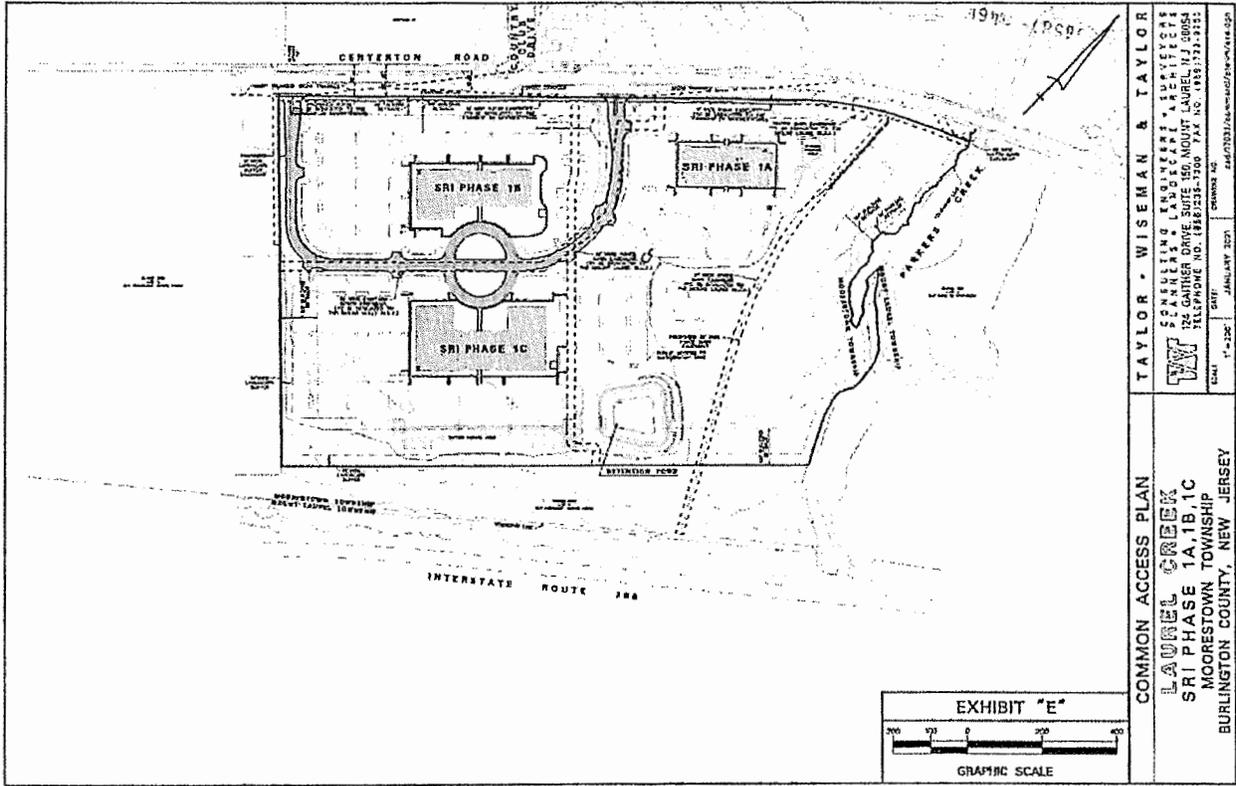
Block 8801, Lots 4.02 and 4.03 situated in the Township of Moorestown, County of Burlington.
State of New Jersey.

Comcast Lot

Block 8801, Lot 4.01 situated in the Township of Moorestown, County of Burlington. State of
New Jersey.

Exhibit B:
Access Road Easement Area

See attached.



COMMON ACCESS PLAN
LAUREL CREEK
 SRI PHASE 1A, 1B, 1C
 MOORESTOWN TOWNSHIP
 BURLINGTON COUNTY, NEW JERSEY

TAYLOR • WISEMAN & TAYLOR
 ENGINEERS ARCHITECTS INTERIORS
 124 GANTHER DRIVE SUITE 150, MOUNT LAUREL, N.J. 08054
 TELEPHONE NO. (856) 235-7100 FAX NO. (856) 773-2121

SCALE: 1" = 200' DATE: JANUARY 2021 DRAWING NO. 244703724-0002P01-014-02P

Exhibit C:
Site Plan Showing Existing Road

See attached.

650 Centerton Rd



Imagery ©2018 Google, Map data ©2018 Google 100 ft



 = Existing Road

650 Centerton Rd
Moorestown, NJ 08057



At this location

Exhibit D:
Utility Infrastructure Easement Area and Stormwater Utility Infrastructure Easement

See attached.

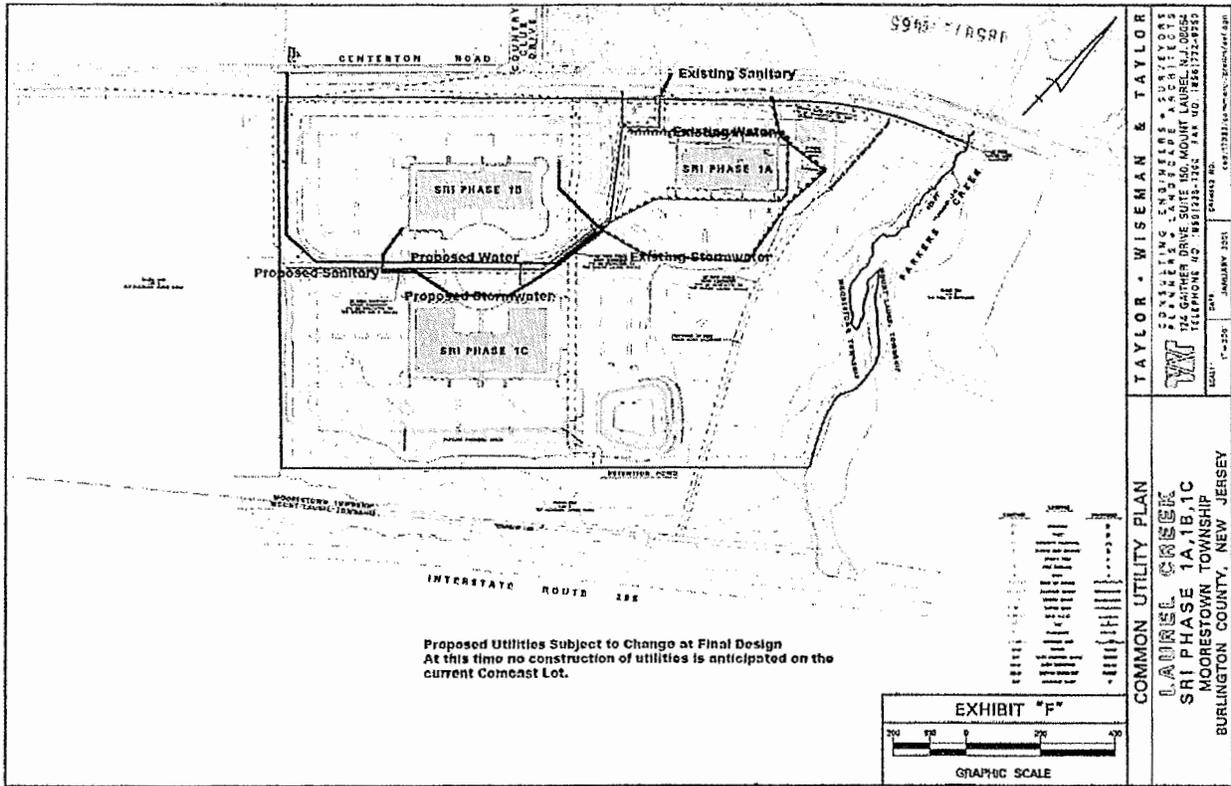
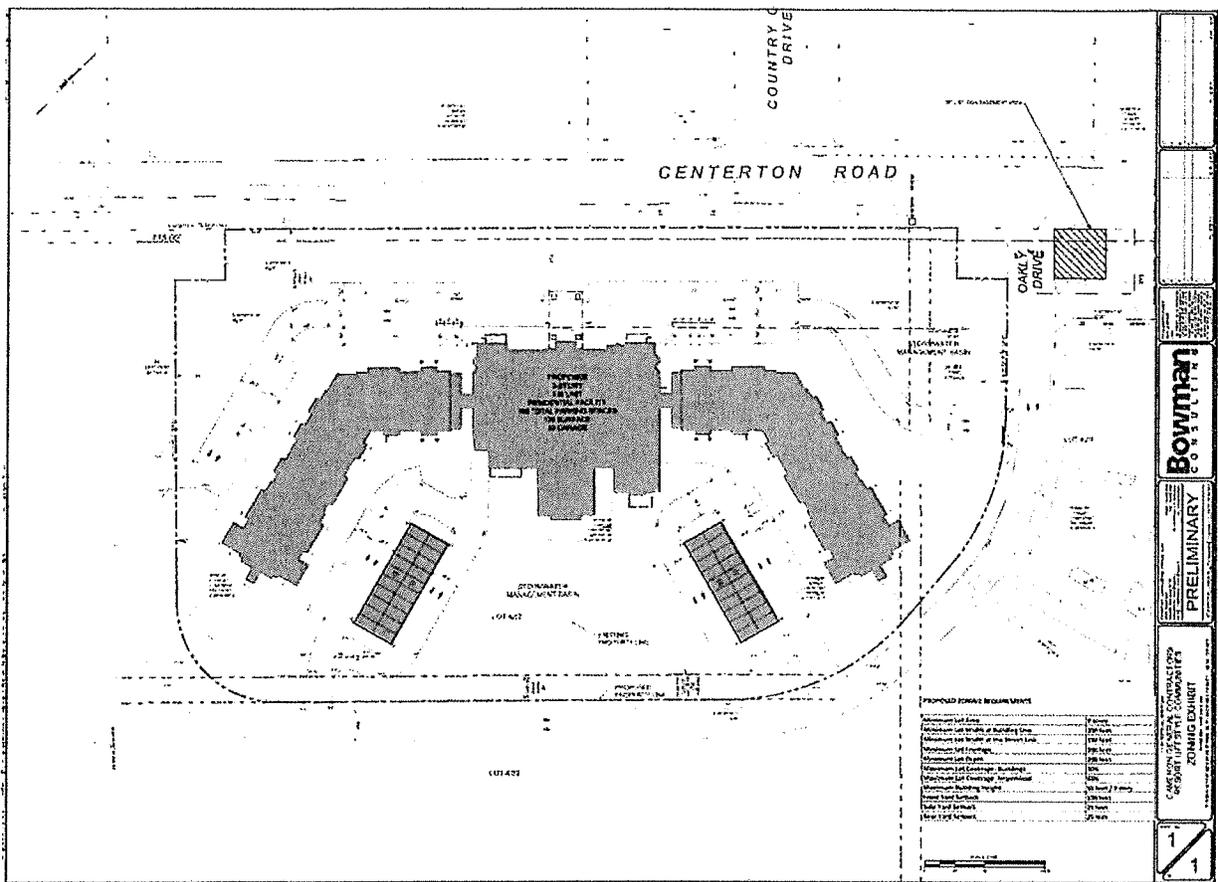


Exhibit E:
Signage Easement

See attached.



PROPOSED ZONING REGULATIONS

Minimum Lot Area	7 Acres
Minimum Lot Width at Building Line	200 Feet
Minimum Lot Depth at the Street Line	200 Feet
Minimum Lot Frontage	200 Feet
Minimum Lot Depth	200 Feet
Maximum Lot Coverage, Residential	10%
Maximum Building Height	20 Feet / 3 Story
Maximum Lot Coverage, Commercial	10%
Minimum Lot Depth	200 Feet
Minimum Lot Width	200 Feet

Bowman
ENGINEERS & ARCHITECTS

PRELIMINARY

CONSISTENT WITH COUNTY ZONING DISTRICT

1
1

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 129-2020

**RESOLUTION OF NEED IN SUPPORT OF THE APPLICATION OF
COMMUNITY INVESTMENT STRATEGIES, INC. TO THE NEW JERSEY HOUSING
AND MORTGAGE FINANCE AGENCY IN CONNECTION WITH THE DEVELOPMENT
OF AN AFFORDABLE HOUSING PROJECT IN THE TOWNSHIP OF MOORESTOWN**

WHEREAS, Community Investment Strategies, Inc. (hereinafter referred to as the "Sponsor") proposes to construct an approximately 82 unit housing project (hereinafter referred to as the "Project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the Township of Moorestown (hereinafter referred to as the "Municipality") on a site described as Block 88.01, Lot 4.03 as shown on the Official Assessment Map of the Township of Moorestown, Burlington County, New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, the Project may be subject to requirements of the New Jersey Department of Community Affairs (hereinafter referred to as the "Department of Community Affairs"), Neighborhood Preservation Balanced Housing Program in accordance with N.J.S.A. 52:27D-320 and applicable rules promulgated thereunder at N.J.A.C. 5:43-1.1 et seq., and the mortgage and other loan documents executed between the Sponsor and the Commissioner of the Department of Community Affairs, or any other Department of Community Affairs programs as applicable; and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

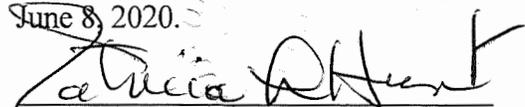
NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Moorestown (the "Council") that:

- (1) The Council finds and determines that the Project proposed by the Sponsor meets or will meet an existing housing need as determined by the Court;
- (2) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

<u>VOTE:</u>	
GILLESPIE	YES
DONNELLY	YES
LOCATELL	YES
NAPOLITANO	YES
PETRIELLO	YES

plh

Certified to be a true and correct copy
of a Resolution adopted by the
Township Council at its meeting on
June 8, 2020.


Patricia L. Hunt, RMC
Township Clerk

RESOLUTION NO. PB 28-2020

MOORESTOWN TOWNSHIP PLANNING BOARD

DOCKET #2020-07 HERTIAGE VILLAGE AT MOORESTOWN, LLC

A RESOLUTION GRANTING PRELIMINARY AND FINAL MAJOR SITE PLAN APPROVAL TOGETHER WITH BULK VARIANCE AND WAIVER RELIEF TO PERMIT AN 82 UNIT SENIOR APARTMENT BUILDING WITHIN THE AFFORDABLE MULTI-FAMILY RESIDENCE-2 DISTRICT (AMF-2)

WHEREAS, on August 13, 2020, the Township of Moorestown Planning Board held a virtual public hearing in connection with the application of HERITAGE VILLAGE AT MOORESTOWN, LLC, (hereinafter referred to as Heritage), for premises located on Centerton Road in the Affordable Multi-Family Residence -2 District (hereinafter referred to as AMF-2); and,

WHEREAS, applicant seeks preliminary and final major site plan approval for an eight-two unit, including one superintendent caretaker unit, age restricted affordable housing apartment building together bulk variance relief from the provisions of Article XIA, of the Moorestown Zoning Ordinance at Section 180-33.3.D(7) in order to exceed maximum permitted building length; from Section 180-33.3.D(1)(c) requiring a 25 foot parking lot set back and from Article XXIII at Section 180-73.J.(1) to permit parking stall length of 18 feet for 90 degree and 60 degree parking spaces where 19 and 21 feet are required, respectively, together with waiver relief from soil testing, letter of interpretation (LOI) and tree inventory submission requirements, for premises located in the AMF-2 Zoning District; and,

WHEREAS, due notice was given by the applicant in accordance with statute by publication and by certified mail to all property owners within 200 feet of the premises, more than 10 days before the date of the initial hearing; and,

WHEREAS, the Moorestown Planning Board having heard the testimony of applicant's witnesses, Geoffrey Lanza, LPE, LPP, Architect Robert Cogan, AIA, RA, and Planning Board Professionals Planning Board Engineer, Christopher J. Noll, PE, CME, PP, Planning Board Planner, Michelle Taylor, PP, AICP and Landscape Architect Scott Taylor, PP, CLA, and having further considered testimony of Moorestown Environmental Advisory Committee Chairwoman Joan Ponessa, and having considered the arguments of applicant's counsel, Brian Lozuke, Esquire, as well as the preliminary and final major site plan, variance and waiver application and the exhibits submitted in connection therewith, and no one appearing in opposition thereto, the Board finds as follows:

FINDINGS OF FACT

1. Applicant is the developer of property located along Centerton Road that shall be known and designated as Block 8801, Lot 4.03 on the Moorestown Township Tax Map. The lot is 17.11 acres in size and is located in the AMF-2 Zoning District. The property is currently owned by Laurel Creek, LP which has consented to the within application.

2. The development of this lot had its genesis in the litigation in which the Township is engaged with Fair Share Housing Center to determine the extent of its affordable housing obligation. Cameron General Contractors (hereafter CGC), the contract purchaser of Block 8801, Lots 4.02 and 4.03 intervened in

the litigation. The litigation has now been settled. In implementation of the settlement agreement Moorestown Township in 2019, revised the Housing Element of the Master Plan to include the subject site for a municipally sponsored 100% affordable housing development. In further implementation of the settlement, Lots 4.02 and 4.03 have been reconfigured and subdivided into Lots 4.02, 4.03, 4.04 and 4.05. Further, CGC has received Planning Board approval to develop Lots 4.02 with a 130 units of age restricted market rate housing, and Lot 4.04 with a private right-of-way to provide access to the affordable housing development, pursuant to the settlement agreement is required to, among other things make payment of two million dollars to Moorestown Township Affordable housing fund and convey Lot 4.03 to the Township for the affordable housing development of same. The Township has assigned its development rights for the subject lot to be known as Lot 4.03 to Community Investment Strategies Inc., the operating arm of which is Heritage Village at Moorestown LLC, the applicant herein.

3. Lot 4.03 contains open fields and wooded uplands and wetlands with 155.84 feet of frontage along the east side of Centerton Road at the northern end of the lot. There is a corporate office site immediately north of the subject property. Parkers Creek constitutes the eastern boundary of the site. Proposed Oakly Drive leading in from Centerton Road borders the site to the west and southwest beyond which drive are 130 units of approved age restricted housing to be constructed by CGC. Vacant land and Route 295 are located to the south. The bulk of the proposed project will be located on the lot in space that is clear and open.

4. Applicant proposes to develop Lot 4.03 with a three-story, eighty-two unit, including one superintendent caretaker unit, age restricted affordable housing facility for very low, low and moderate income families. The building will be "L" shaped with an associated parking area containing 156 spaces in front of the structure and wrapping around the north side of same. There will be a stormwater infiltration basin located to the north and northeast of the parking lot. Access to the building will be from Oakly Drive. The building will include 76 one-bedroom units and 6 two-bedroom units. The first floor of the building will contain communal spaces for a community room, office, lounge, reception area, computer room, library, mailroom, fitness room, lavatory and trash room. A concrete patio will be located behind the community room. A lounge, wellness room, meeting room and trash room will be located on each of the second and third floors. There will be two elevators to serve the occupants. Site lighting fixtures, landscaping, stormwater management and utility improvements are proposed in connection with the development. A concrete sidewalk will surround the building.

5. The proposed detention basin will slow and capture any storm water runoff from the site. An overflow pipe will connect the stormwater infiltration basin to Parkers Creek. Any runoff from the basin to the creek will have no significant impact on the creek.

6. The building will have air-conditioning compressors on the roof over the spine of the central third floor corridor. Areas of parapet walls between 2 feet 6 inches and 6 feet in height will be located along the perimeter of certain sections of the roof line as testified to by applicant's architect. Because of the

central location of the compressors and the height of the parapet the rooftop mechanicals will not be visible from ground level.

7. Applicant proposes a community garden with raised beds between the exterior patio and the south side of the building. All units will have balconies. An enclosed generator will be located within a covered structure southwest of the building which will provide emergency electricity as needed, which will be buffered with landscape material.

8. A curbed island will separate in and out traffic at the entry site. Beyond the curbed island further into the site a rain garden curbed island approximately 20 feet in width and 90 feet in length perpendicular to Oakly Drive will be located approximately 70 feet therefrom between the building and the entry point. The rain garden will serve as a divider between in and out traffic to the site and absorb rainwater.

9. The proposed three story apartment structure was designed into an "L" shaped configuration in order to decrease the straight line length of the building along proposed Oakly Drive and accommodate the space needed for parking and the stormwater infiltration basin while keeping the development within the open area of the lot. As a result of these site and development constraints, it was necessary to extend the length of the building to 338 feet at the longest point of its southwest to northeast axis. Section 180-33.3.D(7) of the AMF-2 zoning ordinance provides that the maximum length of a building at its long access may not exceed 180 feet. Accordingly, bulk variance relief will be necessary to permit the 338 foot long building dimension as proposed.

10. Applicant has agreed to install a crosswalk across Oakly Drive in proximity to the entrance to its parking lot to provide a continuous walkway through the proposed development to connect with the sidewalk on the other side of Oakly Drive leading out to Centerton Road as proposed by CGC.

11. The perimeter curb of the parking lot defining the western border of the parking spaces closest to Oakly Drive in front of the building is set back 24 feet 6 inches from the Oakly Drive right-of-way. Section 180-33.3.D(1)(c) requires a 25 foot side back to the parking area. This minimal shortfall is a result of the need to preserve as much space behind the building as possible for the use of residents and the maintenance of existing vegetation. De minimis variance relief will be necessary to permit the 6 inch deviation from the required set back.

12. Applicant also seeks bulk variance relief from the parking stall length requirement set forth at Section 180-73.J.(1) which requires 90 degree stalls to be 19 feet in length and 60 degree stalls to be 21 feet in length. Applicant's proposed stalls are 18 feet in length. The reduction in parking stall length will enable the applicant to preserve drive aisles of a sufficient width and maintain the building structure at its present set back. This will save space behind the building for amenities and minimize encroachment into areas of vegetation.

13. Applicant seeks a waiver from the ordinance Chapter 160 Prevention and Restoration of Existing Vegetation requirement for the submission of a tree inventory and in lieu thereof agrees to have its engineer walk the clearing line with the Planning Board's Landscape Architect and reach agreement on the preservation of any trees necessary along the clearing limit line of the property

and the planting of any vegetation that may be necessary in order to comply with applicable ordinance requirements.

14. Applicant seeks a waiver from submitting proof of compliance with Article II of the Moorestown Subdivision of Land Ordinance at Section 158-15.1 requiring soil testing. Applicant has submitted a Phase I Environmental Examination which provides sufficient data. The Planning Board Engineer recommends that a waiver be granted.

15. Applicant also seeks waiver relief from the submission requirement for the inclusion of a LOI from the New Jersey Department of Environmental Protection (NJDEP). A copy of the LOI application currently pending has been submitted to the Planning Board and upon issuance of an LOI it will be submitted to the Planning Board. The Planning Board Engineer recommends that a waiver be granted.

16. The Moorestown Planning Board has considered the following documents in connection with the subject application:

A. Preliminary and final Major Site Plan for Heritage Village at Moorestown, as prepared by Bowman Consulting, dated June 20, 2020 comprised of the following sheets:

- (1) Cover Sheet, Sheet 1 of 15.
- (2) General Notes and Zoning Schedule, Sheet 2 of 15.
- (3) Existing Conditions, Sheet 3 of 15.
- (4) Site Plan, Sheet 4 of 15.
- (5) Grading & Utility Plan, Sheet 5 of 15.
- (6) Utility Profiles, Sheet 6 of 15.
- (7) Landscape Plan, Sheet 7 of 15.
- (8) Lighting Plan, Sheet 8 of 15.
- (9) Soil Erosion & Sediment Control Plan, Sheet 9 of 15.
- (10to
15) Construction Details, Sheet 10 of 15.

- B. Heritage Village Application for Land Development dated July 16, 2020.
- C. Township of Moorestown Subdivision of Land, Site Plan Checklist.
- D. The Township of Moorestown, Department of Community Development, Cover Letter, prepared by Judith F. Murphy, Principal Planner, dated July 17, 2020.
- E. Stormwater Management Report of Heritage Village, prepared by Bowman Consulting, dated June 11, 2020.
- F. ALTA/NSPA Land Title Survey prepared by Bowman Consulting, dated April 23, 2020 (Sheet 1 of 1).
- G. Turning Radius Plan (Garbage Truck and Fire Truck) prepared by Bowman Consulting, dated June 12, 2020 (2 sheets).
- H. Architectural Elevation and Floor Plan (6 sheets) for Heritage Village at Moorestown prepared by Barton Partners, dated June 15, 2020.
- I. Preliminary Stormwater Management Investigation Report for Heritage Village at Moorestown prepared by Terracon Consultants, Inc., dated May 29, 2020.
- J. Scour Hole Calculations for Heritage Village prepared by Bowman Consulting, dated June 11, 2020.
- K. Taylor Design Group report letter (5 pages) dated August 3, 2020, signed by Michelle Taylor PP AICP and Scott Taylor LLA AICP PP LEED AP.
- L. Environmental Resolutions Inc. report letter (10 pages) dated August 3, 2020 signed by Christopher J. Noll. PE, CME, PP.
- M. Fire Office Matthew Orsini memorandum (2 pages) dated August 5, 2020.
- N. Moorestown Environmental Advisory Committee (MEAC) Response to Heritage Village Proposal (2 pages) dated July 31, 2020.
- O. Bowman Consulting Group Ltd. response (7 pages) to Taylor Design Group, Environmental Resolutions, Fire Official and MEAC review letters and memoranda, signed by Geoffrey R. Lanza, PE, PP, LEED, AP, CFM.

Any and all other items of documentation and representations made by applicant and submitted to the Planning Board and presented to the Planning Board at the public hearing held in this matter on August 13, 2020.

17. Applicant has consented to comply with the requirements and recommendations contained in the Taylor Design Group review letter dated August 3, 2020, except with regard to the provision of a bike path as set forth under Item E.3 therein, subject to the relief herein granted.

18. Applicant has consented to comply with requirements and recommendations contained in the Environmental Resolutions Inc. review letter dated August 3, 2020, except with regard to the provision of a sidewalk along the frontage on Oakly Drive recommended at Item #22 therein, subject to the relief herein granted.

19. The Moorestown Planning Board finds that the within application for preliminary and final major site plan, bulk variance and waiver approval and relief is complete and in compliance with the procedural requirements of the local ordinance subject to the aforesaid variance and waiver relief requested as herein set forth. Further, the application meets the standards established by the Municipal Land Use Law for preliminary and final major site plan approval subject to the conditions hereinafter set forth.

CONCLUSIONS OF LAW

1. The Moorestown Township Planning Board has jurisdiction over the within application for preliminary and final major site plan approval together with bulk variance and waiver relief pursuant to the provisions of N.J.S.A. 40:55D-46, N.J.S.A. 40:55D-50, N.J.S.A. 40:55D-60a and N.J.S.A. 40:55D-70C.

2. Applicant has established the positive criteria for bulk variance relief by a preponderance of the competent, credible evidence. This is because the proposed project, with the exception of the bulk variance relief for building length and parking lot set back and the parking stall length relief together with the waiver relief from soil conservation, tree inventory and LOI submissions requirements, meets all the ordinance requirements applicable to the AMF-2 District. In addition, the proposed project will satisfy the Township's Third Round Fair Share Housing obligation for AMF-2 development of the subject property in accordance with the settlement entered In the matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR L-001604-15 and approved on August 28, 2018 in the Fairness Hearing held in said matter in the Superior Court of New Jersey. Satisfaction of Moorestown Township Affordable Housing obligation for the subject site promotes the public health and safety, morals and general welfare; provides for the establishment of appropriate population density and population density and concentration that will contribute to the well being of the community; and, encourages senior citizen housing construction thereby advancing the purposes of the Municipal Land Use Law. Further, the benefits to be obtained by the advancement of the aforementioned purposes of the Municipal Land Use Law substantially outweigh any detriment that may be deemed to result from the variance relief granted for the building length, parking lot set back and parking stall length requirements.

3. Applicant has satisfied the negative criteria for bulk variance relief by a preponderance of the competent, credible evidence. This is because the

variance relief sought by applicant can be granted without substantial detriment to the public good for the reasons hereinabove set forth and in the Findings of Fact and without substantial impairment to the intent and purpose of the zone plan and zoning ordinance given the consistency of the proposed project with applicable zoning and with the Housing Element of the Master Plan

4. Because of the conditions pertaining to the land in questions, and the improvements proposed for construction thereon, enforcement of the provisions from which applicant has sought waiver relief, is impractical and would exact undue hardship upon the applicant.

5. The Moorestown Township Planning Board incorporates herein the Findings of Fact to the extent that they may be deemed Conclusions of Law.

6. The Moorestown Township Planning Board imposes the following terms and conditions on the relief hereinafter granted:

- A. Applicant shall comply with the requirements and recommendations contained in the Environmental Resolutions Inc. letter dated August 3, 2020, except with regard to the provision of a sidewalk along the frontage on Oakly Drive recommended at Item #22 therein, subject to the relief granted herein.
- B. Applicant shall comply with the requirements and recommendations contained in the Taylor Design Group letter dated August 3, 2020, except with regard to the provision of a bike path as set forth under Item #E.3 therein, subject to the relief granted herein.
- C. Applicant shall comply with the requirements and recommendations contained in the Moorestown Fire Official letter dated August 5, 2020.
- D. Applicant shall provide a community garden on raised beds for the occupants of the premises between the exterior patio and the south side of the building or in another location acceptable to the Planning Board Planner.

- E. Applicant shall install a crosswalk across Oakly Drive in proximity to the entrance to the parking lot to connect to the sidewalk proposed by CGC on the other side of the drive.
- F. Applicant's Engineer shall meet with the Planning Board Landscape Architect at the site and reach agreement with regard to the vegetation and trees to be removed, saved and planted and shall implement said agreement. The grading at the west and rear perimeter, along the clearing line, may be modified to save additional trees.
- G. Applicant shall supply to the Planning Board a copy of the LOI upon its receipt from the NJDEP.
- H. Applicant shall submit a lighting plan acceptable to the Planning Board Engineer and Planner.
- I. Applicant shall be required to secure approval from the Moorestown Department of Public Works relative to the availability of sufficient water to serve the project.
- J. Applicant shall donate \$7,800.00 to the Moorestown Township Sidewalk Fund.
- K. Applicant shall be required to pay all escrows and fees prior to the issuance of any building permits.
- L. Applicant shall submit copies of all permits it receives from any other government agency to the Planning Board.
- M. Applicant shall submit a revised site plan to the Planning Board, its Engineer and Planner, incorporating all required modifications by the Planning Board professionals with a letter from applicant's Engineer identifying all modifications made to address the conditions set forth therein and the comments of Planning Board Professionals.
- N. Applicant shall comply with all representations made to the Planning Board during the course of the public hearing held in the matter on August 13, 2020.
- O. Applicant shall secure all other permits and approvals to the extent same may be required including but not limited to:
 - (1) Burlington County Planning Board
 - (2) Burlington County Soil Conservation District
 - (3) Moorestown Environmental Advisory Committee
 - (4) Moorestown Department of Public Works

- (5) NJDEP – LOI
- (6) NJDEP – BWSE
- (7) NJDEP - TWA

NOW, THEREFORE BE IT RESOLVED, by the Planning Board of the Township of Moorestown, that on motion duly made by Robert P. Musgnug and duly seconded by David Zipin, to grant:

- (1) preliminary and final major site plan approval subject to compliance with the representations made by applicant, the Findings of Facts and the conditions set forth in the Conclusions of Law herein;
- (2) bulk variance relief from the building length limits set forth in Section 180-33.3.D(7) to permit a maximum building length to its long access of 338 feet;
- (3) bulk variance relief from the provisions of Section 180-33.3.D(1)(c) to permit a 24 foot 6 inch parking lot set back;
- (4) bulk variance relief from the provisions of Section 180-73.J.(1) to permit 18 foot long parking stall lengths for 90 and 60 degree parking spaces; and,
- (5) waiver relief from soil testing, tree inventory and LOI submission requirements.

All in accordance with the provisions set forth in the Findings of Fact and Conclusions of Law, and subject to compliance with the conditions set forth in the Findings of Fact and Conclusions of Law, be and the same are hereby GRANTED for the reasons hereinabove set forth.

The above land use relief was granted by a 9 to 0 vote of the Moorestown Planning Board at a meeting held on August 13, 2020.

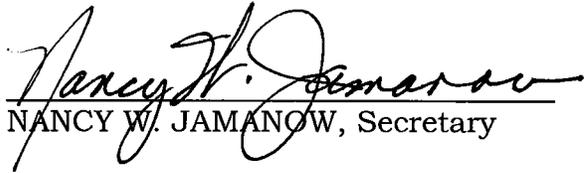
ROLL CALL VOTE:

IN FAVOR: Thomas J. Merchel, Christopher M. Chesner, Brian Donnelly, Douglas M. Joyce, Christopher J. Locatell, Robert P. Musgnug, John Logue, David Zipin, Ryan Vander Wielen

OPPOSED: none

CERTIFICATION

This Resolution of Memorialization being adopted by action of the Planning Board of the Township of Moorestown on this 10TH day of September, 2020 is a true copy of the action taken by the Moorestown Township Planning Board at its meeting held August 13, 2020.


NANCY W. JAMANOW, Secretary

AFFORDABLE HOUSING DEVELOPMENT AGREEMENT

This **AFFORDABLE HOUSING DEVELOPMENT AGREEMENT** (hereinafter referred to as the "**Agreement**"), made this 21st day of Sept, 2020, between Community Investment Strategies, Inc., a New Jersey corporation, its successors and assigns (hereinafter referred to as "**CIS**") and the Township of Moorestown, a municipal corporation of the State of New Jersey (hereinafter referred to as the "**Municipality**" or "**Township**") and together with CIS, the "**Parties**")

WHEREAS, the Municipality has an obligation under the New Jersey Fair Housing Act, N.J.S.A. 52: 27D-301, et seq. to create a realistic opportunity for the provision of low- and moderate-income housing; and

WHEREAS, the Township of Moorestown entered in to a Settlement Agreement with the Fair Share Housing Center dated March 15, 2018 and amended May 17, 2019 to resolve the Township's Mount Laurel Fair Share housing obligations (the "**Settlement Agreement**") attached as **Exhibit A**; and

WHEREAS, Cameron General Contracting Inc. ("**Cameron**") was an Intervenor in the Declaratory Judgement Action filed **In the Matter of the Application of the Township of Moorestown, County of Burlington; Docket No.: BUR-L-1604-15** and is the contract purchaser (which is to be assigned to a single purpose entity under common control named Parkers Bend Retirement Community, LLC) of a tract of land known as Block 8801 Lots 4.02 and 4.03 attached as **Exhibit H**; and

WHEREAS, in order to accommodate the development of affordable housing units as contemplated in the Settlement Agreement, Cameron has entered into an Agreement dated October 10, 2019 in which they have agreed to subdivide and convey title to the Township for the property consisting of a new 17 +/- acre parcel to be known as Block 8801, Lot 4.03 as shown on the proposed subdivision plan (the "**Affordable Project Site**") attached as **Exhibit B**; and

WHEREAS, CIS is an affordable housing developer that has a reputation for developing, owning and managing affordable housing projects in the State of New Jersey; and

WHEREAS, CIS and the Municipality each possess certain necessary skills and resources, and it is in the mutual interest of the parties to jointly participate in implementing the development of a municipally sponsored 100% affordable housing development on the Affordable Project Site; and

WHEREAS, the Municipality and CIS desire that the affordable housing development shall consist of an age restricted, affordable rental community consisting of at least 82 units (such units being hereinafter referred to as the "**Affordable Rental Units**") consistent with the Township's Affordable Housing Plan and Housing Element of the Master Plan, located on the Affordable Project Site including an unrestricted unit for the superintendent along with appropriate management and amenity spaces (hereinafter referred to as the "**Project**"); and

WHEREAS, on January 27, 2020, the Township designated CIS as the Developer of the Affordable Project Site in order to facilitate the Township's compliance with the Settlement Agreement; and

WHEREAS, on June 5, 2020, the Township entered in to a Memorandum of Agreement with CIS for the purpose of developing the Project (the "**MOU**"); and

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **PURPOSE OF AGREEMENT**

The purpose of this Agreement shall be to define the responsibilities of each of the parties hereto with respect to the construction, ownership, financing, operation, management and development of the Project and specifically the conveyance and/or assignment and development of Lot 4.03 by the Township to CIS. CIS shall serve as the Administrative Agent for the Project and shall perform the duties and obligation of an administrative agent as set forth in the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1. CIS shall coordinate its efforts with the Municipality's affordable housing liaison as the ("**Housing Sponsor**").

2. **AFFORDABLE HOUSING REQUIREMENTS**

CIS agrees to rent the Affordable Rental Units as follows, it being understood by the Parties that since the Project is being financed by, among other sources, low income housing tax credits ("**Tax Credits**" or "**LIHTC**"), that the Project is exempt from Uniform Housing Affordability Controls ("**UHAC**"):

a. At least 50% of the Affordable Rental Units shall be rented to households with incomes at or below 60% of Area Median Income ("**AMI**") as defined in the FHA. At least 50% of the Affordable Rental Units shall be rented to households with incomes at or below 50% of AMI. Further, a minimum of 13% of the Affordable Rental Units shall be set aside by CIS for very low income households (at or less than 30% AMI), which may include supportive housing units to be serviced and managed by a supportive housing service provider selected by CIS. The units with rents set for very low-income households shall be distributed among bedroom sizes.

b. The unit bedroom mix shall meet the requirements set forth in UHAC for age-restricted units. The final mix shall be at the sole discretion of CIS.

c. The Affordable Rental Units to be constructed by CIS upon Lot 4.03 from the township shall be subject to a thirty (30) year (the "**Affordability Period**") Tax Credit deed restriction, in addition to a 15 year extended control period (the form of which is attached hereto as **Exhibit C**) for a total of forty-five (45) consecutive years. In the event that CIS elects to sell the Project, CIS shall notify the Township in writing and the Township shall have a sixty (60) day option to purchase the Project at its then appraised fair market value.

d. CIS shall, subject to the terms and conditions herein, take all necessary steps to provide a total minimum of 81 creditworthy units and to maintain the creditworthiness of the units for the Affordability Period.

e. The Project is expected to be developed in accordance with the anticipated schedule attached hereto as Exhibit D. Such schedule is intended to create milestones and not hard deadlines.

f. The Township shall, within 90 days of the execution of this agreement, amend its Housing Element and Fair Share Plan to reflect the terms and conditions of this agreement, including, but not limited to, the following clarifications: (i.) the Project is a stand-alone municipally sponsored project by virtue of the agreement between Cameron and the Township (Exhibit A) and that they are disassociated; (ii.) that no improvements have been constructed upon Lot 4.03; and (iii.) that the affordable housing site has no continuing obligations under any prior agreements.

g. The Township shall, within 90 days of the execution of this agreement, amend its Spending Plan to reflect the cash portion of the Township Contribution and the Rental Subsidy Contribution.

3. SOURCES OF FINANCING.

a. Sources of financing are expected to include equity investment by investors through the syndication (the "**Project Syndication**") of Tax Credits to be allocated by the New Jersey Housing and Mortgage Finance Agency (the "**HMFA**"); and permanent debt through either HMFA or another lender ("**Permanent Financing**"). In addition to the Municipal Contribution set forth in Section 4 herein, the Project may also receive loans or subsidies from public entities or other sources, including the Federal Home Loan Bank, the State of New Jersey, and the County of Burlington, if available.

b. The currently anticipated Project financial structure is attached hereto as Exhibit E. Some of these sources of funds may be contributed or loaned to the Project through a non-profit entity, which if done will be identified by CIS ("**Non-Profit Participation**"). Upon Project Syndication, CIS or a related entity will remain the managing member/general partner of the Owner Entity (as hereinafter defined).

4. MUNICIPAL CONTRIBUTION

a. Trust Fund Contribution. In an effort to support the permanent financing of the Project, the Township hereby agrees to provide a contribution to the Project from the Township's Affordable Housing Trust Fund of up to the amount of \$3,375,000.00 Dollars (the "**Trust Fund Contribution**"). The Parties acknowledge that this Trust Fund Contribution, and the payment schedule, is subject to modification in the event a PILOT Agreement is subsequently adopted as contemplated in Section 6 of this Agreement. The Township shall make an initial payment of \$2,500,000.00 when construction and building permits have been issued for the project and the final payment shall become due to CIS upon Substantial Completion, which is when 100% of the

apartments are available for occupancy. CIS may assign the Trust Fund Contribution to a not-for-profit entity, at their sole discretion. This not-for-profit entity will then loan the funds to the Project.

b. Rental Subsidy Contribution. In addition to the Trust Fund contribution, the Township will provide a Rental Subsidy Contribution (the “**Rental Subsidy Contribution**”) in accordance with the Rental Assistance Agreement attached hereto as Exhibit J.

c. PROPERTY TRANSFER.

i. The Township shall have the obligation to transfer the Property (Lot 4.03) to CIS when CIS provides written notice to the Township that it has secured all Land Use Approvals and the requisite financing to construct the Project for the sum of one-dollar. (\$1.00).

ii. Representations. The Township makes the following representations regarding the Property to the best of its knowledge:

(a) The Township is or will be the fee simple owner of and is lawfully seized and possessed of the Property. The execution and delivery of this Agreement and the performance of all obligations of the Township hereunder have been duly authorized by all entity action of the Township and no consents of any beneficial owners or any other persons are required that have not been obtained for the execution and delivery of this Agreement by the Township and the performance of all obligations of Township hereunder. The Township has no knowledge of any title defect(s) or encumbrances affecting the Property nor any title restrictions recorded of record that would limit or restrict the ability of CIS to develop the property in accordance with the land use approvals secured from the Township Planning Board. No party or entity has any rights to possess, occupy or acquire the Property.

(b) There are no liens or judgments against the Property and to the Township’s knowledge, there are no pending or threatened claims.

(c) The Township has not used any “hazardous waste,” any “hazardous substance,” any “oil, petroleum products, and their by-products,” as such terms are defined by any federal, state, county or local law, ordinance, regulation or requirement applicable to any portion of the Property on, from or affecting the Property in any manner that violates any applicable law, and to the best of the Township’s knowledge, no prior owner or user of the Property has used such substances on, from, or affecting the Property in any manner which violates any applicable law.

iii. Closing Deliveries. At the closing of title, the Township shall provide the following deliveries:

(a) Bargain & Sale Deed with covenants against grantors acts.

(b) An Affidavit of Title.

(c) Such other documents as may be reasonably requested by the Project's title insurance company and funding sources to convey title to the Property;

iv. Township use Prior to Closing. The Township reserves the unrestricted right to utilize the Property prior to closing, provided that the Township does not damage the Property.

d. Economic feasibility assurance if no tax credits. In the event the Project is not awarded 9% LIHTC in three funding cycles, or such additional funding cycles agreed to by the Parties, CIS may proceed with an application for 4% LIHTC which will require Township funding in addition to the Trust Fund Contribution set forth herein.

e. Reimbursement for Out-of-Pocket Expenses. To assist with the costs of predevelopment expenses associated with the Project, the Township agrees to reimburse CIS, in an amount not to exceed \$450,000 for CIS's out-of-pocket professional fees and expenses incurred in connection with predevelopment financing (the "**Predevelopment Reimbursement**") from the Trust Fund Contribution within 30 days of submitting paid invoices. The Predevelopment Reimbursement will be applied to the Trust Fund Contribution at closing as an advanced credit to the Township. The Predevelopment Reimbursement shall not be repaid if a construction loan closing does not occur for any reason.

f. Fee Waivers & Cost Savings. The Township shall waive any and all required Township fees, including but not limited to administrative application fees, inspection fees, open space fees, water connection fees and service charges, , building permit fees, recreation fees, soil or tree removal or tree clearing permit fees, street lighting and fire hydrant or fire prevention and safety fees, and Planning Board application fees. This waiver shall not apply to Township third party professional escrows or any amounts payable to other third parties.. Additionally, the Township shall cooperate with CIS on the Planning Board application including appearing before the Board if requested by CIS.

5. APPLICATION FOR FUNDING.

a. In support of the CIS mortgage and Tax Credit applications for the Project, the Township adopted a Resolution of Need (Resolution #129-2020) affirming the need to provide affordable housing within the Township.

b. CIS shall be responsible for preparing the necessary applications for Tax Credits and Project Syndication and making application to the HMFA for Permanent Financing on behalf of the Project. It is understood that in order to receive the most advantageous financing, the Project will compete for 9% Tax Credits. The Municipality acknowledges that the process to obtain 9% Tax Credits is highly competitive, and should the Project not be awarded credits in the upcoming round, the Municipality will assist in improving the application for 9% credits for any subsequent rounds and adopt resolutions to further same. To the extent that the Project is not successful in receiving an award of 9% Tax Credits, the Municipality shall further assist CIS in restructuring the Project as a 4% Tax Credits transaction. In furtherance thereof, the Municipality shall consider

the issuance of its tax-exempt obligations in order to fund a construction/permanent loan to the Project.

c. CIS shall fund costs in excess of the Predevelopment Reimbursement associated with securing approvals for financing and development of the Project and filing and prosecuting the Tax Credits applications, which the Parties acknowledge cost associated with financing is a significant expense which for informational purposes may exceed \$750,000.

d. CIS shall prepare applications for grants and loans, and other financing as available. Certain grants and loans may require participation by a non-profit entity which shall be selected and arranged for by CIS, subject to the provisions of Section 3b of the Agreement. CIS will arrange for and prepare any agreements necessary to reflect any non-profit participation. Certain applications for grants and loans, and other financing as available may require participation by the Municipality. The Municipality will cooperate with CIS in this participation. The parties acknowledge that the preparation and execution of the aforementioned loan and grant applications require significant expenditure by CIS.

6. PILOT.

The Township agrees to take appropriate action to grant a Payment in Lieu of Taxes Agreement (“**PILOT**”) for the Project at an annual PILOT payment shall not be greater than 1.00% of Project Revenues in substantially the form attached hereto as **Exhibit F**. “Project Revenues” means the total gross rental or carrying charge or other income from the Project less the cost of utilities furnished by the Project less vacancies, if any.

If the HMFA financing is not available for the Project or if CIS determines that it is more advantageous to the Project to enter into a Financial Agreement under the Long Term Tax Exemption Law (the “**LTTE**”) the Township will consider such request, it being the understanding of the parties that the economic viability of the Project as an affordable housing complex is contingent upon an agreed upon abatement. Upon the entry of a PILOT Agreement, the Parties agree to recalculate the Trust Fund Contribution set forth in Section 4a of this Agreement to reflect the impact of the PILOT on the financial structure of the Project.

7. LAND USE APPROVALS.

CIS shall obtain from the appropriate governmental authority, all permits, approvals, licenses, certificates and other authorizations necessary to develop the Project (the “**Approvals**”). The Township shall promptly, upon request of CIS, reasonably assist and cooperate with the CIS in securing the Approvals, which cooperation and assistance shall include:

a. The Township endorses the conceptual site plan for the Project prepared by Bowman Consulting Engineering, dated April 30, 2020 attached hereto as **Exhibit G**.

b. The Township shall waive CCO or rental CO requirements, landlord or tenant registrations, inspections, and fees since the Project falls under Hotel and Multiple Dwelling Law. Additionally, the Township confirms that the project shall not be subject to rent control.

c. The Township shall waive any required bonding for the Project including bonding for the Access Road as hereinafter defined.

8. CONSTRUCTION OF THE PROJECT

a. CIS will prepare a General Construction Agreement (the "**Construction Agreement**") for CIS Construction, LLC, a related entity, or other contractor chosen solely by CIS as the General Contractor for the Project. Parties agree that the Construction Agreement shall be based upon the standard CIS construction agreement, and agrees that the Construction Agreement will be structured as a Lump Sum/Stipulated Sum Fee Agreement with values, terms and conditions determined by CIS. CIS will provide Construction oversight, supervision, and management of construction completion.

b. Road Improvements. The Project will ultimately have access to Centerton Road at one point as shown on **Exhibit B** (the "**Access Road**"). The Access Road will be on a separate tax map lot to be known as "Lot 4" as shown on **Exhibit B**. Pursuant to the Township Planning Board approval granted to Cameron, Cameron shall construct and maintain the access road at its sole cost and expense. It is Cameron's sole obligation to construct and maintain the Access Road. In the event CIS receives a 2021 Tax Credit Award, and Cameron has not constructed the Access Road by August 1, 2022, the Township will either build the Access Road, or will allow CIS to build the Access Road, in which case the Township shall reimburse CIS for the cost incurred by CIS to construct the Access Road.

c. The Township shall ensure CIS receives the necessary easements from Cameron to access the project site and for all utilities servicing the CIS project site. The Township shall ensure public water and sewer services are available to service the CIS project

d. CIS will oversee the preparation of construction and approval documents (civil engineering, architectural construction drawings and project specifications, and required reports etc.) (the "**Construction Documents**"). It is understood by each of the parties that the Construction Documents must meet minimum requirements of investors and lenders and therefore are subject to their approval.

e. CIS shall prepare a Development Services Agreement for the Project. The Development Services Agreement shall include a developer fee to CIS equivalent to up to 15% of the total development cost of the Project for all development services through and including construction and operations including coordination of syndication, legal, and organizational. The fee shall be earned in accordance with the HMFA rules and the Tax Credits syndication agreement. This Development Services Agreement also includes the selection of professionals and the supervision of preparation of architectural, site engineering and land development plans.

9. **COOPERATION WITH HMFA'S INCLUSIONARY POLICY**

The Township represents that the Project is a municipally sponsored (non-inclusionary) development in furtherance of the Township's Settlement Agreement. Accordingly, the Township agrees to cooperate with the CIS in complying with the obligations set forth in Developer Bulletin 2019-7 issued May 6, 2019 and Developer Bulletin 2018-3 which shall be incorporated herewith by reference.

In the event that the Project, or any portion thereof, is deemed to be an "inclusionary development" for any reason, the Township shall increase its Trust Fund contribution to account for the associated decrease in tax credit funding.

10. OMITTED

11. **FORMATION OF LIMITED LIABILITY COMPANY**

The parties anticipate that a limited partnership (the "**Owner Entity**") shall be formed under the laws of the State of New Jersey to assume the obligations of CIS and be the owner of the Project. Anything prepared in the name of CIS for the Project can be assigned and/or transferred by CIS without further consent of the Parties. Transfer and/or assignment of any of CIS's rights or obligations pursuant to this Agreement are approved and shall not require the further consent of the Parties.

12. **BOOKS AND RECORDS**

The books and records of the Project shall be maintained by CIS. CIS shall make its records available, upon request, for purposes of evaluation of compliance with the terms and conditions of the Agreement.

13. **NO ASSIGNMENT**

Except as stated above, no party may assign this Agreement without the consent of the other. Consent shall not be unreasonably withheld.

14. **MANAGEMENT OF THE PROJECT**

Upon completion, the Project shall be managed by CIS Management, Inc. CIS agrees that all affordable rental units within the Project shall be rented and managed in accordance with HMFA rules pursuant to the Tax Credits program, and that CIS will be responsible for the income qualification of all residents and potential residents of the project and for providing the municipality, or its agent, with any required documentation to complete monitoring and reporting forms, as required by HMFA and any reasonable documentation required the municipality in order to meet its Fair Housing Act obligation. CIS Management, Inc. shall complete, upon request, required forms and reports from the Municipality. Notwithstanding anything to the contrary

herein, if CIS is found in default of its obligations as Administrative Agent, after an opportunity to cure the default, the Municipality shall have the right, subject to HMFA approval, to select another Administrative Agent.

15. **DEFAULT AND REMEDIES**

In the event that any party to this Agreement shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless such obligation is waived in writing by the party or parties for whose benefit such obligation was intended, such failure to perform shall constitute an event of default under this Agreement. In the event of default, the non-defaulting party shall have available any and all rights and remedies that may be provided in law or in equity, including, but not limited to the right of specific performance and/or the right to bring a motion in aid of litigant's rights. Prior to such proceedings, there shall be an opportunity to cure said alleged default as follows: (i) the benefited party shall notify, in writing, the defaulting party of such alleged default specifying the nature of the default, (ii) the defaulting party shall thereafter have ten (10) business days to effect a cure; (iii) the benefited party shall promptly notify the defaulting party of its acceptance of the proposed cure, or its alternative election to seek judicial remedies.

16. **TERM**

Due to the significant costs incurred or to be incurred by CIS, CIS shall retain the exclusive right to pursue the development of the Project for up to ten (10) years from the date of obtaining local land use approvals. In the event CIS does not obtain necessary financing commitments for the Project within a two (2) year period from the date of the Agreement, CIS shall assist the Municipality in obtaining Court approved extensions.

17. **MISCELLANEOUS**

a. Notice. All notices required under this Agreement shall be in writing and shall be given by certified mail, return receipt requested, or by recognized overnight personal carriers with certified proof of receipt, and by duplicate facsimile transmission if under 25 pages. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications by the mail or delivery services used, and all times for performance based upon such notices, shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows:

To CIS:

COMMUNITY INVESTMENT STRATEGIES, INC.
1970 Brunswick Avenue, Suite 100
Lawrenceville, NJ 08648
Attention: Christiana Foglio, CEO
Email: cfoglio@cisnj.com

Telecopier No. (609-298-7708)

With a copy to:

Brian D. Lozuke, Esq.
Mattleman, Weinroth & Miller, P.C.
401 Route 70E, Suite 100
Cherry Hill, NJ 08034
Email: blozuke@mwm-law.com

To the Municipality:

TOWNSHIP OF MOORESTOWN
111 W. Second Street
Moorestown, NJ 08057
ATTN: Township Clerk
Telecopier No. 856-914-3076

With a copy to:

Kevin E. Aberant, Esquire
Taenzer, Ettenson & Aberant, PC
123 N. Church Street
Moorestown, NJ 08057
Email: aberant@tesalaw.com
Telecopier: 856-235-1911

Should any of the above entities have a successor, notice shall be sufficient only if the successor has notice as specified herein provided that notice has been provided of said successor.

b. Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and provisions of this Agreement.

c. Cooperation. The parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement in addition to the Mount Laurel II doctrine, the Fair Housing Act, and COAH's and HMFA Rules. CIS further agrees to participate in any proceedings before the Superior Court, COAH, or the HMFA that may be necessary to accomplish the purpose of this Agreement.

d. Waiver. Each of the parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any party shall not be construed as a waiver of these provisions and obligations.

e. Entire Agreement. This Agreement and its prefatory statements and recitals constitute the entire agreement between the parties. No representative, agent or employee of any

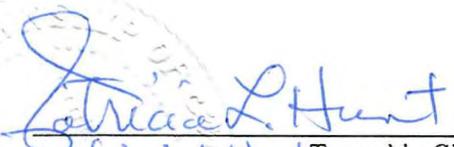
party has been authorized to make any representation and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the parties.

f. Counterparts. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately upon the delivery of a facsimile counterpart, the sending party shall deliver a counterpart with the original execution page.

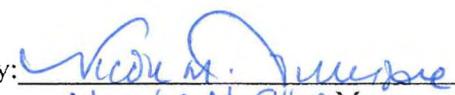
g. Preparation. The parties acknowledge that this Agreement has been jointly prepared by the parties' attorneys. Therefore, this Agreement shall be construed on a parity among the parties and any presumption for resolving ambiguities against the drafter shall not apply.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year appearing below their names.

Attest:

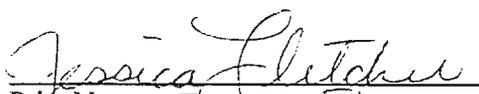

Patricia L. Hunt
Township Clerk

TOWNSHIP OF MOORESTOWN
A Municipal Corporation of the
State of New Jersey

By: 
Nicole M. Gilspie, Mayor

Date: September 23, 2020

Attest:


Print Name: Jessica Fletcher
Date: 9/21/2020

COMMUNITY INVESTMENT
STRATEGIES, INC.
a New Jersey Corporation

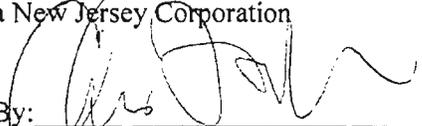
By: 
Christiana Foglio, President

EXHIBIT A

AGREEMENT

In the Matter of the Application of the Township of Moorestown
County of Burlington
Docket No.: BUR-L-1604-15

This Agreement (“**Agreement**”) made as of ~~September~~ ^{October 10,} ~~2019~~ ^{*}, 2019 between (a) Cameron General Contractors (“**CGC**”), with a business address of 8040 Eiger Drive I, Lincoln, NE 68516, and (b) the Township of Moorestown, a New Jersey municipal corporation, with a principal address of 111 West Second Street, Moorestown, NJ 08057 (the “**Township**”). CGC and the Township may hereinafter be referred to individually as “**Party**” or collectively as the “**Parties.**”

WHEREAS, CGC is the current owner and/or contract purchaser of property that consists of a total of approximately 8.29 acres and which parcels are identified on the Township tax maps as Block 8801, 4.02 and 4.03 (collectively the “**Property**”); and

WHEREAS, pursuant to the Mount Laurel Doctrine as expressed in Southern Burl. Co. NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) (“Mount Laurel II”), the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the “**FHA**”) and applicable regulations promulgated by the Council on Affordable Housing (“**COAH**”) pursuant to the FHA (the “**COAH Regulations**”), the Township has a constitutional obligation to provide for a realistic opportunity for the construction of its fair share of the region’s need for low- and moderate-income housing; and

WHEREAS, the Mount Laurel Obligation was delineated by time periods, commonly referred to as Rounds, with the First Round addressing the period 1987-1993 and the Second Round addressing the cumulative period 1987-1999 (the period of 1987-1999 is now commonly referred to as the “**Prior Round**”); and

WHEREAS, following the expiration of the Second Round, COAH, on multiple occasions, attempted, but failed to adopt valid regulations for the Third Round (1999-2025),\; and

WHEREAS, after years of COAH's delay and ultimate failure to adopt constitutional regulations for the Third Round, the Fair Share Housing Center ("FSHC") moved to enforce litigant's rights before the New Jersey Supreme Court; and

WHEREAS, on March 10, 2015, the New Jersey Supreme Court issued its decision In re N.J.A.C. 5:96 & N.J.A.C. 5:97, 221 N.J. 1 (2015)("Mount Laurel IV"), granting FSHC's Motion and, in relevant part, establishing a process whereby the New Jersey trial courts would assume jurisdiction over municipal compliance with the Mount Laurel Doctrine; and

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township filed an action "Township DJ Action" with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the "DJ Action" or the "Compliance Action"); and

WHEREAS, CGC sought and was granted intervention into the Township Compliance Action; and

WHEREAS, in evaluating properties appropriate for inclusionary development, the Township has determined that the Property presents a suitable opportunity for such development; and

WHEREAS, pursuant to a Fairness Hearing held by the Honorable Ronald E. Bookbinder, A.J.S.C. on August 8, 2018 with Kelly A. Grant, Esq. of Capehart Scatchard, P.A., appearing on behalf of the Township and James W. Burns, Esq. of the Law Firm of Dembo, Brown & Burns, LLP, appearing on behalf of CGC and the parties having entered into mediation supervised by Elizabeth C. McKenzie, AICP, PP, as the Special Mount Laurel Master (hereinafter “Court Master”), to agree on the magnitude of the Township’s third round fair share obligation and how the Township would comply with same; and the Township and FSHC having agreed upon a form of Settlement Agreement and for all the reasons set forth in the August 28, 2018 Order Approving Settlement Agreements After Fairness Hearing;

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms and conditions provided herein, it is agreed by and among CGC and the Township as follows:

I. THE LAND USE CONCEPT FOR THE INCLUSIONARY DEVELOPMENT OF THE PROPERTIES AND THE PROVISION OF AFFORDABLE HOUSING OPPORTUNITIES

A. The Parties’ Intent. The purpose and intent of this Agreement is to provide the realistic opportunity for the provision of senior low- and moderate-income housing units through CGC’s anticipated construction of a senior residential, development of one hundred thirty (130) residential units on the Property and contribution of a Payment in Lieu of providing a 15% set aside for affordable housing (“Payment in Lieu” or “PIL”), subject to the express terms and conditions set forth in this Agreement.

B. The Land Use Plan. The intentions of the Parties as expressed above are intended to be implemented as follows: (a) CGC will subdivide the Property in such a way that provides sufficient land for eighty-one (81) Senior Affordable Housing units on the subdivided lot. The subdivided lot will then be donated by CGC to the Township or an appropriate

affordable housing developer, selected solely by the Township; (b) In addition, in lieu of CGC providing senior affordable housing units as part of its 130 unit senior market rate development on the Property, the Township will accept the sum of \$2 million dollars, at the time prescribed in the Township's ordinance or COAH regulations, which represents roughly a \$87,000 per unit price for the 23 affordable units (15% of total units both market and affordable units in a traditional inclusionary context would equal 153 total) that CGC would have been required to construct as part of their 130 unit senior market rate development project; (c) CGC will provide and maintain a shared access drive to the Township's 81 unit senior affordable housing project lot; (d) CGC will also provide utility connections for the entire Property, which will include the Township's subdivided 81 senior affordable housing lot. It is agreed and understood that CGC will extend utilities along the shared access drive for use by the Township's 81 Senior Affordable Housing Project; (e) It is agreed and understood that the Agreement is contingent on CGC receiving written approval of the Agreement from COMCAST Business Communications, LLC ("COMCAST") owner of Block 8801, Lot 4.01, which lot shall be subject to certain easements benefitting Comcast.

C. The intentions of the Parties as expressed above are intended to be implemented by the Township's consideration of a Proposed Zoning Ordinance Amendment (the "Ordinance Amendment" or "Ordinance") and if necessary, the proposed Zoning Map Amendment (the "Zoning Map Amendment"), which will be applicable to the Property. The Parties agree and acknowledge that the Ordinance implementing this project has been adopted by the Township in a form agreeable to all Parties. The Ordinance Amendment provides for a scope of development that would allow as a permitted use, CGC's proposed 130 unit senior market rate development project on the Property.

II. INTENDED SCOPE OF DEVELOPMENT OF THE PROPERTY AND ACCOMPANYING AFFORDABLE HOUSING OBLIGATIONS

A. The Total Project. The Ordinance Amendment and Zoning Map Amendment shall provide for uses and standards that shall allow for the construction of a variance-free 130 unit Senior Housing Development Project with all amenities and related improvements. While the Ordinance Amendment may be subject to further consideration by the Township following any required Court Approval of this Agreement, it is the Parties' intention to allow for the CGC Project to be constructed as a permitted use on the Property subject to the conditions set forth above and subject to the site plan standards agreed upon between CGC and the Township. No phasing or coordination of timing with the Township's Affordable Housing Project will be necessary other than as set forth above.

III. OBLIGATIONS OF THE PARTIES TO ACCOMPLISH THE PURPOSE AND INTENT OF AGREEMENT

A. Obligations of CGC

1. Dismissal of Answer. CGC, within ten (10) days following the Township's adoption of the required Proposed Ordinance Amendment, shall execute a Stipulation of Dismissal dismissing its Answer in this Litigation.

2. Support of Township Compliance Plan. CGC shall continue to interact and cooperate with the Township and the Superior Court, if necessary, to prepare and secure Superior Court approval of its Township Compliance Plan. However, CGC's foregoing cooperation shall not require CGC to delay pursuing the receipt of development approvals and/or construction of any portion of the Property in accordance with this Agreement.

3. Submission of Development Applications Consistent with Proposed

Ordinance Amendments. Subject to CGC's right to apply for Preliminary and Final Major Site Plan approval, any required bulk variances or design waivers deemed necessary or appropriate for the development of the Property, CGC agrees to proceed with development applications substantially consistent with the Ordinance Amendment and concept plan, which concept plan is attached hereto as Exhibit A.

B. Obligations of the Township

1. Introduction of, and Prompt Action on, the Proposed Ordinance Amendments. The Parties agree and acknowledge that the Ordinance implementing this project has been adopted by the Township in a form agreeable to all Parties.

2. Utilities Sufficient to Serve the CGC Project. The Township represents that it has or will have sufficient water and sewer treatment capacity necessary to develop the Property in accordance with this Agreement.

3. Cooperation in Development of Properties. The Township shall use its best efforts to cooperate with CGC in the development of the Property consistent with any approval obtained by CGC for the Property. Such cooperation shall include, but not be limited to, the prompt review and, if appropriate, approval of any and/all agreements, applications and/or permits necessary for the development of the Property which are under the jurisdiction of the Parties to this agreement. Such applications shall include, but not be limited to, applications related to public water and sewer for the Property, the vacation and/or relocation of easements and/or paper street impacting the properties subject to this Agreement.

4. Waiver of Cost Generative Measures Pursuant to N.J.A.C. 5:93-10.1, et seq. In order to permit the intended, agreed upon development of the Property, the Township

agrees to abide by the COAH regulations against cost generative measures as set forth at N.J.A.C. 5:93-10.1(b).

5. Review of Proposed Ordinance Amendments. Township has already or shall refer the zoning ordinance amendment to the Planning Board for review and which the parties anticipate will result in a referral report on the Ordinance as required by N.J.S.A. 40:55D-26a.

V. DEFAULT

A. Violation and Default. In the event that any Party shall fail to perform any undertaking required to be performed by it pursuant to the terms of this Agreement, unless the Party (or Parties) for whose benefit such obligation was intended waive such obligation in writing, such failure to perform shall constitute an event of default under this Agreement. Upon any such event of default, the non-defaulting Party shall have available any and all rights and remedies that may be provided in law or in equity including, but not limited to, the right to prosecute a motion in aid of litigant's rights.

VI. NOTICES

A. Third-Party Actions. The Parties and their respective counsel agree to immediately provide each other with notice of any lawsuits, actions, governmental proceedings or administrative proceedings, threatened or pending, which could have a material adverse impact on this Agreement or the Properties.

B. Notice by and Among the Parties. All notices required under this Agreement shall be in writing and shall be given by e-mail and FedEx, UPS or a similarly recognized receipted overnight delivery service. All notices shall be deemed received upon the date of delivery which is set forth in the mailing certifications or receipts used, and all times for

performance based upon such notices shall be from the date set forth in such proof of delivery. The persons and entities to receive notice shall be as follows or to any successor designated by the respective recipient:

To CGC: Cameron General Contractors
Attn: Robert Lewis, Director of Development/
~~8040 Eiger Drive~~ 7101 S. 82nd ST.
Lincoln, NE 68516

With Copy to: James W. Burns, Esquire
Dembo, Brown & Burns LLP
1300 Route 73, Suite 205
Mount Laurel, NJ 08054
jburns@dbblegal.com

To the Township: Patricia Hunt,
Township Clerk
111 West Second Street
Moorestown, NJ 08057
Phunt@moorestown.nj.us

With Copy to: Michael Edwards, Esq.
707 Union Ave
Brielle, NJ 08730
MJE@surenian.com

VII. MISCELLANEOUS PROVISIONS

A. Captions. Captions and titles to this Agreement are inserted for the purposes of convenience and reference only, and are in no way to be construed as limiting or modifying the scope and intent of the various purposes and substantive provisions of this Agreement.

B. Cooperation. The Parties expressly agree to cooperate with each other in order to effectuate and carry out the purposes of this Agreement as well as the Mount Laurel Doctrine, the FHA, and COAH's Rules that are in effect as of the date of this Agreement.

C. Waiver. Each of the Parties waives all rights to challenge the validity and enforceability of this Agreement. Failure to enforce provisions or obligations in this Agreement by any Party shall not be construed as a waiver of these provisions and obligations.

D. Entire Agreement. This Agreement, including its prefatory statements, background recitals and exhibits, constitutes the entire Agreement between the Parties with respect to the resolution of the Litigation and the related subject matters hereof. No representative, agent or employee of any Party has been authorized to make any representations and/or promises that are not contained herein or to otherwise modify, amend, vary or alter the terms hereof except as stated herein. No modifications, amendments, variations or alternations shall be binding unless reduced to writing and signed by the Parties.

E. Validity. In the event that any provision of this Agreement shall be held to be invalid, unenforceable or void, the Parties shall, within thirty (30) days of such determination, attempt to restructure this Agreement consistent with its underlying intent. If the Parties fail to agree to such a restructuring, any Party may seek Superior Court review and a ruling to restructure the Agreement in a legally acceptable manner reflecting the underlying intent of the Parties as expressed herein.

F. Preparation. The Parties acknowledge that the Parties' attorneys have jointly prepared this Agreement as a means of settling the Litigation. Therefore, this Agreement shall be construed on a parity among the Parties and any presumption for resolving ambiguities against the drafter shall not apply.

G. Construction. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey and the Second Round rules and regulations of COAH. Jurisdiction with respect to any litigation related to this Agreement by

way of enforcement or post-judgment relief shall exclusively be in the Superior Court of New Jersey for Burlington County. Service of any complaint, motion or judgment enforcement proceedings may be affected consistent with the terms hereof for the delivery of notices. The Parties hereby consent to service of process in such manner and waive any other service of process. Process may be affected by written notice pursuant to the terms hereof for notices. The Parties expressly waive a trial by jury in any such litigation or proceedings.

H. Parties Bound and Assignment. The Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. CGC shall expressly be permitted to sell, convey and/or assign its rights to develop one or more phases or sections of the Property to other developers and/or users who shall be entitled to rely upon and enforce this Agreement as to the remaining Parties. Advanced written permission to sell and assign is not intended and shall not be required.

I. Holiday and Weekends – Time for Performance. Should any date on or before which the performance of any act is required under the terms of the Agreement fall on a Saturday, Sunday, legal holiday and/or generally recognized religious holiday in the State of New Jersey (such as Christmas, Good Friday, etc.), the date for performance shall be extended to and shall occur on the next succeeding business day. All references to “days” shall be deemed to refer to calendar days unless the context clearly and unequivocally requires otherwise. Except as otherwise set forth herein, any act to be performed on or before a certain day shall be deemed to be required to be performed on or before 5:00 p.m. on the day set forth and, if performed after 5:00 p.m., shall be deemed not to have been performed on said date.

J. Counterpart Signature. This Agreement may be executed simultaneously or in one or more counterparts, each of which, when so executed and delivered, shall constitute an

original, fully enforceable counterpart for all purposes. Facsimile counterparts shall be accepted and enforceable. Immediately following the delivery of a facsimile counterpart, the sending Party shall deliver a counterpart with the original execution page.

~~IN WITNESS WHEREOF~~, the Parties hereto have hereunto set their hands and seals the day and year appearing below their names.

Cameron General Contractors

By: Robert Lewis
Robert Lewis, Director of Development

Date: ^{October} ~~September~~ 10, 2019

TOWNSHIP OF MOORESTOWN,
A Municipal Corporation of the
State of New Jersey

By: Lisa Petriello
Mayor Lisa Petriello

Date: September 24, 2019

ACKNOWLEDGMENT

^{Nebraska}
STATE OF NEW JERSEY)
^{Lancaster}) SS.:
COUNTY OF ~~Burlington~~)

I certify that on ^{October} ~~July~~ ____, 2019, ROBERT LEWIS personally came before me and stated to my satisfaction that he:

- (a) Signed, sealed and delivered the attached document as the Director of Development of Cameron General Contractors;

(b) was authorized to and did execute this instrument as the Director of Development of Cameron General Contractors; and

(c) executed this instrument as the act of Cameron General Contractors.



[Handwritten Signature]
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF Burlington) SS.:

I certify that on September 24, 2019, MAYOR LISA PETRIELLO, personally came before me and stated to my satisfaction that this person:

(a) signed, sealed and delivered the attached document as Mayor of the Township of Moorestown, a body corporate and politic of the State of New Jersey, or a NJ Municipal Corporation named in this document;

(be) was authorized to and did execute this document as the Mayor of the Township of Moorestown, the entity named in this document; and

(c) executed this document as the act of the Township of Moorestown

[Handwritten Signature: Vicki M. Gough]
NOTARY PUBLIC

VICKI M. GOUGH
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2365938
My Commission Expires 10/25/2022

EXHIBIT A
(CONCEPT PLAN)

EXHIBIT B

NO.	REVISION	DATE	CHKD.
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Bowman CONSULTING

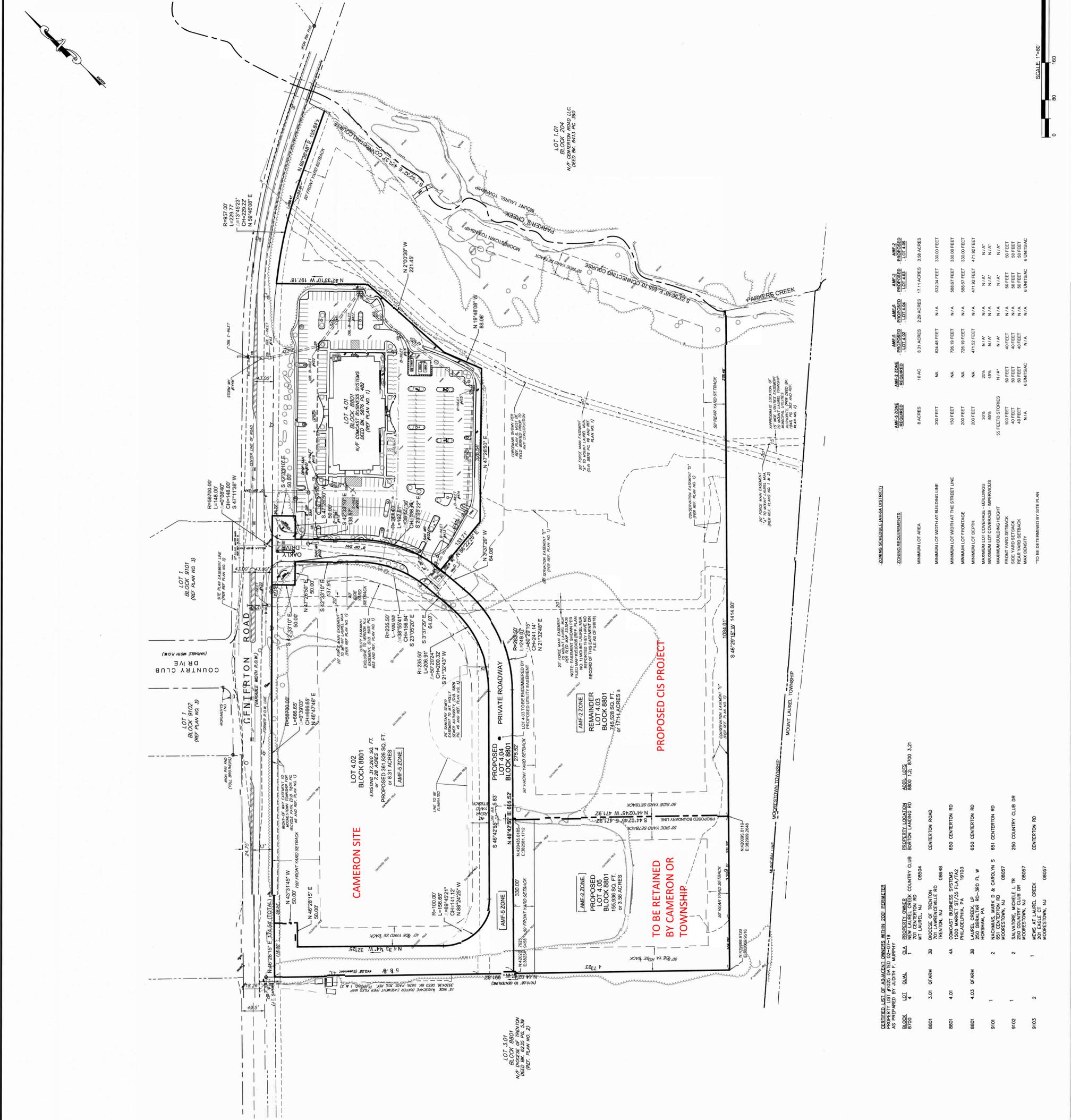
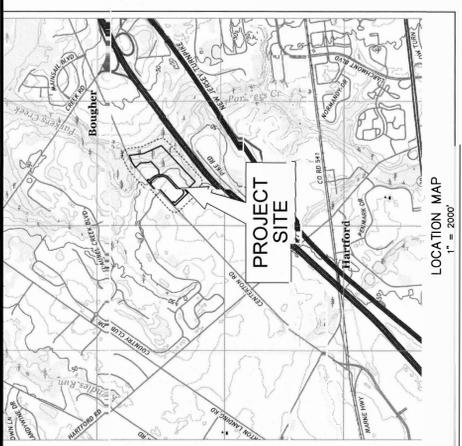
Professional Land Surveyor License No. 2404222000
 NJ Certificate of Registration No. 2404222000
 Phone: 732.665.5000
 Fax: 732.665.4001
 Email: info@bowmanconsulting.com
 500 N. 10th Street, Suite 200
 Freehold, New Jersey 07728

Bowman Consulting Group, Ltd.

Professional Land Surveyor License No. 2404222000
 NJ Certificate of Registration No. 2404222000
 Phone: 732.665.5000
 Fax: 732.665.4001
 Email: info@bowmanconsulting.com
 500 N. 10th Street, Suite 200
 Freehold, New Jersey 07728

CAMERON GENERAL CONTRACTORS
 RESORT LIFESTYLE COMMUNITIES
 BLOCK 8801, LOTS 4.02 & 4.03
 TOWNSHIP OF MOORESTOWN, BURLINGTON COUNTY, NEW JERSEY

SHEET NO. 1



ZONING SCHEDULE (AMFA DISTRICT)

AMF-2 ZONE	AMF-2 ZONE	AMF-2 ZONE	AMF-2 ZONE	AMF-2 ZONE	AMF-2 ZONE	AMF-2 ZONE	AMF-2 ZONE
REQUIREMENTS	REQUIREMENTS	REQUIREMENTS	REQUIREMENTS	REQUIREMENTS	REQUIREMENTS	REQUIREMENTS	REQUIREMENTS
MINIMUM LOT AREA	8 ACRES	10 AC	8.31 ACRES	2.29 ACRES	N/A	624.48 FEET	3.88 ACRES
MINIMUM LOT WIDTH AT BUILDING LINE	200 FEET	150 FEET	200 FEET	200 FEET	200 FEET	624.48 FEET	326.00 FEET
MINIMUM LOT WIDTH AT THE STREET LINE	150 FEET	200 FEET	200 FEET	200 FEET	200 FEET	624.48 FEET	326.00 FEET
MINIMUM LOT DEPTH	30%	20%	20%	20%	20%	624.48 FEET	326.00 FEET
MAXIMUM LOT COVERAGE - BUILDINGS	65%	65%	65%	65%	65%	624.48 FEET	326.00 FEET
MAXIMUM BUILDING HEIGHT	55 FEET STORIES	50 FEET	50 FEET	50 FEET	50 FEET	624.48 FEET	326.00 FEET
FRONT YARD SETBACK	100 FEET	100 FEET	100 FEET	100 FEET	100 FEET	624.48 FEET	326.00 FEET
REAR YARD SETBACK	50 FEET	50 FEET	50 FEET	50 FEET	50 FEET	624.48 FEET	326.00 FEET
MAX DENSITY	N/A	N/A	N/A	N/A	N/A	624.48 FEET	326.00 FEET

CERTIFIED LIST OF ADVANCED OWNERS WITHIN 200' PERIMETER
 PROPERTY LIST #025 DATED 02-07-19
 AS PREPARED BY JUDITH F. MOFFITT

BLK	LOT	OWNER	ADDRESS	PHONE	DATE
8801	3.01	GFARM	DOUCE OF TRENTON	608 742 8700 3.21	
8801	4.01	4A	COMCAST BUSINESS SYSTEMS	650 CENTERION RD	
8801	4.03	GFARM	LAUREL CREEK, UP	650 CENTERION RD	
9101	1	2	NACHAMAS, MARK D & CAROLYN S	651 CENTERION RD	
9102	1	2	MOORESTOWN, NJ	250 COUNTRY CLUB DR	
9103	2	1	MENE AT LAUREL CREEK	CENTERION RD	

- REFERENCE PLANS:**
- "BOUNDARY AND TOPOGRAPHIC SURVEY, LOTS 4.02 AND 4.03, BLOCK 8801, TOWNSHIP OF MOORESTOWN, BURLINGTON COUNTY, NEW JERSEY," DATED 02/07/19, PREPARED BY JUDITH F. MOFFITT, BOWMAN CONSULTING GROUP, LTD.
 - "SUBDIVISION PLAN BLOCK 8801 LOT 4, MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, DATED AUGUST 2000, REVISED THRU 5/21/01, PREPARED BY TAYLOR WISEMAN & TAYLOR, COUNTY CLERK'S OFFICE ON JUNE 28, 2001 AS FILED MAP NO. 303046A.
 - "SUBDIVISION PLAN BLOCK 8801 LOTS 3 AND 301, MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY, DATED JULY 24, 2004, REVISED THRU 10/07/04, PREPARED BY TAYLOR WISEMAN & TAYLOR AND FILED IN THE COUNTY CLERK'S OFFICE ON DECEMBER 20, 2004 AS FILED MAP NO. 4100916.
 - "LAUREL CREEK SECTION NINE, MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY," DATED JANUARY 1990, REVISED THRU 04/16/98, PREPARED BY TAYLOR WISEMAN & TAYLOR, COUNTY CLERK'S OFFICE ON MARCH 18, 1998 AS FILED MAP NO. 3199642.
 - "FLOOD INSURANCE RATE MAP TOWNSHIP OF MOORESTOWN, NEW JERSEY, BURLINGTON COUNTY COMMUNITY PANEL NUMBER 340105 COLOR, EFFECTIVE DATE JANUARY 15, 1998.
 - "LAUREL CREEK SRP PHASE 1, MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY," SHEETS 1 OF 4, DATED OCTOBER 28, 1999, REVISED THRU 12/10/99, PREPARED BY TAYLOR WISEMAN & TAYLOR.
 - "LAUREL CREEK SRP OFFICE CAMPUS, MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY," SHEETS 1 OF 4, DATED OCTOBER 28, 1999, REVISED THRU 12/10/99, PREPARED BY TAYLOR WISEMAN & TAYLOR.
 - "LAUREL CREEK SRP OFFICE CAMPUS, MOORESTOWN TOWNSHIP, BURLINGTON COUNTY, NEW JERSEY," SHEETS 1 OF 4, DATED OCTOBER 28, 1999, REVISED THRU 12/10/99, PREPARED BY TAYLOR WISEMAN & TAYLOR.

EXHIBIT D

Heritage Village at Moorestown - Potential Schedule

9/16/2020

Task	Duration in Days	Start / Target Date	Finish
Obtain Preliminary and Final Site Plan and Subdivision Planning Board Approval			19-Aug-20
Submit LIHTC Application		23-Sep-20	
Obtain LIHTC AWARD**	90	22-Dec-20	
Finalize Architectural Construction Drawings	90	5-Jan-21	5-Apr-21
Perfect Final Engineering & Obtain all Permits	175	22-Dec-20	15-Jun-21
Submit for Building Permit		5-Apr-21	
Building Permit	30	5-Apr-21	5-May-21
Obtain Building Permit		5-May-21	
Close on Real Estate/Start Construction		19-Jun-21	
Construction	450	19-Jun-21	12-Sep-22
Obtain Certificates of Occupancy (C.O.s)		12-Sep-22	
Total Project Schedule	914	30.47	2.5

days

months

years

EXHIBIT E

Centerton Road
Moorestown - Affordable Apartments - 9% LIHTC Supportive Housing
SUPPORTIVE HOUSING CYCLE

Project Summary

7/10/2020

82 Rental Units
 75 One Bedroom Apartments
 6 Two Bedroom Apartments
 1 Superintendent



Development Costs

Land Acquisition	0
Construction Costs	12,824,319
Other Construction Costs/Fees	2,557,337
Soft Costs	837,200
Financing/Working Capital	1,548,626
Operating Deficit Account	11,000
Rental Subsidy Supportive Housing	647,040
Marketing/Miscellaneous	819,741
Total Project Costs	19,245,263

Sources

Equity Tax Credits	<i>Tie Breaker \$16,543</i>	0.960	13,438,656
Permanent Tax-Exempt Mortgage - Term (years):		17	500,000
Pledged Developer Fee			477,366
FHLB			500,000
Special Need Rental Subsidy			654,241
Municipal Trust Fund - Non-Profit Conduit			3,375,000
Burlington County HOME			300,000
Total Sources			19,245,263

Income/Expense Analysis

Residential

20 One Bedrm Apts @	20.00%	255	61,200
1 Two Bedroom Apts @	20.00%	292	3,504
0 One Bedroom Apts @	30.00%	436	0
0 Two Bedroom Apts @	30.00%	509	0
18 One Bedroom Apts @	47.50%	753	162,648
2 Two Bedroom Apts @	47.50%	890	21,360
37 One Bedroom Apts @	57.50%	935	415,140
3 Two Bedroom Apts @	57.50%	1,107	39,852
1 Resident Super Unit @		<i>Rent free</i>	0

Anticipated Gross Income 703,704

Expenses

Administrative	66,284
Salaries	110,500
Maintenance	83,487
Utilities	95,000
Management Fees	49,200
PILOT	46,033
Insurance	45,100
Replacement Reserve	31,980
Vacancy / Uncollected	49,259
Subtotal	576,843

Net Income Before Debt Service 126,861
 Debt Service 26,566
 Net Income 100,294

EXHIBIT G

NO.	DATE	REVISION
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NO.	DATE	REVISION
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THESE PLANS ARE NOT TO BE USED FOR BID OR CONSTRUCTION
SEE SHEET 2 OF THIS SET FOR GENERAL NOTES AND REFERENCES



EXHIBIT H

REVISION	DATE	CHKD
1	1/22/18	
2	1/25/18	

REVERSE PER REVIEW COMMENTS RCVD 1-16-18
 REVERSE PER REVIEW COMMENTS RCVD 1-25-18

PROJ: 080731
 DATE: 1/26/17
 DRAWN BY: [Name]
 CHECKED BY: [Name]

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MARTIN F. TIRELLA, N.J. Professional Land Surveyor Lic. 245S0274700
 E-mail: NJ@BowmanConsulting.com
 503 Main Street
 Freehold, New Jersey 07728
 Phone: 732-665-5500
 Fax: 732-665-5501
 www.bowmanconsulting.com

BOUNDARY AND TOPOGRAPHIC SURVEY
 BLOCK 8801
 LOTS 4.02 AND 4.03
 TOWNSHIP OF MOORESTOWN, BURLINGTON COUNTY, NEW JERSEY

SHEET NO. 1 OF 1

DATE OF PLAT: [Blank]

MARTIN F. TIRELLA
 NEW JERSEY P.L.S.
 LICENSE NO. 27477

SCALE: 1"=80'

CONTRACTORS:
 CAMERON GENERAL TITLE INSURANCE COMPANY
 OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 SUTTON LAND TITLE AGENCY

THIS IS TO CERTIFY THAT THIS BOUNDARY SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY IMMEDIATE SUPERVISION. THIS MAP OR PLAT COMPLES WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING BOARD OF NEW JERSEY, AS SET FORTH IN THE PROFESSIONAL LAND SURVEYORS' ADMINISTRATION CODE, N.J.A.C. 13:40-5.1.

CEMENTERION ROAD
 PARKERS CREEK
 MOORESTOWN TOWNSHIP
 MOUNT LAUREL TOWNSHIP

LOT 1.01
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 N/F CENTERION ROAD LLC
 DEED BK 6413 PG. 390

LOT 4.01
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EXHIBIT I

Appendix S

Community Options Agreement

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT ("AGREEMENT") made this 25th day of February, 2020, by and between:

TOWNSHIP OF MOORESTOWN, a New Jersey municipal corporation with a principal address of 111 West Second Street, Moorestown, New Jersey 08057 (the "**Township**").

And

COMMUNITY OPTIONS, INC., a non-profit corporation having an address at 16 Farber Road, Princeton, New Jersey (hereinafter "**Community Options**");

Collectively, the Township and Community Options, LLC shall be referred to as the "**Parties**."

WHEREAS, in response to the New Jersey Supreme Court's decision In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township filed a Declaratory Judgment action ("DJ Action") with the Superior Court of New Jersey ("Court"), entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15, seeking a Judgment of Compliance and Repeal approving its Affordable Housing Plan (as defined herein), in addition to related reliefs (the "Compliance Action"); and

WHEREAS, the Township simultaneously sought and ultimately secured an Order protecting Moorestown from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

WHEREAS, the Township entered into a Settlement Agreement with Fair Share Housing Center ("FSHC") on or about March 16, 2018 (the "FSHC Agreement"), which resolves the aforementioned DJ Action globally and which was approved by Court Order and subsequently twice amended;

WHEREAS, the FSHC Agreement lays out the Township's affordable housing obligations and methods by which those obligations will be satisfied;

WHEREAS, one such mechanism is special needs housing credits generated by 20 proposed special needs bedrooms (counted as units/credits) to be owned and operated by Community Options or another qualified provider;

WHEREAS, the Parties wish to memorialize an intention to provide the units through Community Options;

WHEREAS, to ensure that all 20 bedrooms contemplated by this Developer's Agreement generate affordable housing credits to be applied as very low income ("VLI") bedrooms to the Township's Gap (1999-2015) and Round 3 (2015-2025) affordable housing obligations; the

affordable bedrooms within each group home shall be developed in accordance with the COAH Prior Round regulations; and the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. (“UHAC”) and all other applicable law except that VLI households shall be defined, the FHA and COAH regulations (households earning 30% of the regional median income or less).

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto, agree in this Developer’s Agreement to the terms set forth as follows:

ARTICLE I – “BASIC TERMS AND CONDITIONS”

1.1 Purpose. The purpose of this Agreement is to create a realistic opportunity for the proposed 20 bedrooms, and to generate low- and VLI affordable housing credits for the Township to apply to its Gap (1999-2015) and Round 3 (2015-2025) affordable housing obligations.

ARTICLE II – COMMUNITY OPTIONS OBLIGATIONS

2.1 Affordable Units. Community Options shall have an obligation to deed-restrict up to 20 bedrooms that shall comply with UHAC, applicable COAH affordable housing regulations, any applicable order of the Court, and other applicable laws, except that all units shall be affordable to very-low income households as defined by the FHA and COAH regulations. In addition, the affordable bedrooms shall remain affordable for a period of at least thirty (30) years from the date of their initial occupancy (“Deed-Restriction Period”).

2.2 Administrative Agent. Unless otherwise agreed to in writing by the parties, Community Options shall be primarily responsible for administering the affordability controls on the units and ensuring that they are occupied by very-low income households/individuals in accordance with FHA and COAH regulations. Community Options shall have a continuing duty to supply the Township’s Administrative Agent with copies of documentation evidencing that such occupants meet these regulations.

2.3 Identifying Potential Sites for the 20 Proposed Bedrooms. Within 120 days of the execution of this Agreement, the Parties shall work collaboratively to generate a listing of properties which have been identified as potentially viable sites by Community Options. It is the intent of the Parties that these sites and others that may be identified in the future will yield at least 20 affordable housing units in the form of special needs bedrooms. In order to identify and reserve a property for its development, Community Options shall notify the Township, in writing at the address provided herein. Once identified as a property for development, Community Options shall have a period of sixty (60) days, or as may be extended by mutual agreement of the parties, in which to conduct such due diligence and feasibility studies as it deems necessary and appropriate for its’ purposes. Following completion of the feasibility studies, Community Options shall notify the Township, in writing and confirm whether it is interested in the potential site. To the extent Community Options requires the Township’s assistance to obtain the site, the Township shall have the right to approve or reject the potential site. Nothing in this provision or this settlement shall

require nor preclude the Township providing financial assistance for site acquisition in excess of the sum provided for in Section 3.1 of this Agreement.

2.4 Timing and Delivery of Units. Community Options shall close on at least one group home by July 1, 2020; at least 2 group homes by July 1, 2021; at least 3 group homes by July 1, 2022; and at least one group home by July 1, 2023. If the unit count is less than 20 at that time, then Community Options shall be required to close on at least one additional group home by July 1, 2024.

2.5 To the extent another qualifying group home provider proposes to provide affordable housing during this timeframe, nothing in this Agreement shall preclude the Parties from modifying this Agreement to account for such a change in circumstance. By way of example, if in 2021 an additional qualifying group home with 5 affordable units was constructed, the Parties may modify this Agreement to account for a pro-rata reduction in monies provided in Section 3.1 and a corresponding reduction in total units required to be provided by Community Options.

ARTICLE III – TOWNSHIP OBLIGATIONS

3.1 Availability of Monies from the Affordable Housing Trust Fund. The Township agrees to reserve \$1,000,000 dollars total for all 20 bedrooms from its affordable housing trust fund or through other funds to subsidize the administration of the affordable bedroom/units. “Such payment shall be payable after the adoption of an appropriate ordinance authorizing acceptance of the deed restriction and payment of funds.”

3.2 The Township agrees to waive all local permit fees within its control in order to help facilitate this development.

3.3 Adoption of Housing Element and Fair Share Plan; Submission to Court. In connection with the judicial rules established for the determination of New Jersey municipalities’ “Round 3” affordable housing obligations under the FHA, the “Mount Laurel” line of cases and Mount Laurel IV, the Township agrees to adopt and transmit to the designated New Jersey Superior Court judge appointed to hear affordable housing cases for municipalities in Burlington County (the “Court”) a Housing Element and Fair Share Plan and Spending Plan (collectively, the “Plan”). The Plan shall include the Projects and the Township’s commitment to make the Municipal Contribution in support of the Projects. The Plan shall be submitted in accordance with the deadlines set by the Court, and the Plan shall have also been adopted by the Planning Board and endorsed by the Township Committee prior to such date.

3.4 Obligation to identify suitable sites. The Township shall work collaboratively with and support Community Options efforts to identify and obtain sites suitable for special needs housing.

ARTICLE IV: REGULATORY TERMS AND CONDITIONS

4.1. Limitation on the Township's Obligation. The Township shall not be liable under this Agreement to the Community Options or any other party for the completion of, or failure to complete, any activities which are part of the Projects except the making of the Municipal Contribution and the administration of its responsibilities pursuant to this Agreement.

4.2. Maintenance of the Projects. Community Options shall maintain the Projects in good condition and in compliance with all applicable health, safety, building, fire, zoning, subdivision, and environmental laws, regulations, codes and ordinances.

4.3. Equal Opportunity. During the construction of the Project, neither Community Options nor the Owner Entity shall discriminate on the basis of race, color, creed, religion, sex, sexual orientation, age, disability, marital status, condition of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related complex, national origin or ancestry in the hiring, firing, promoting, or demoting, of any person engaged in the construction work.

ARTICLE V: DEFAULT AND REMEDIES

5.1. Events of Default. Each of the following shall constitute an "Event of Default" hereunder:

(a) Failure of Community Options or the Township to materially comply with terms, provisions, or conditions of this Agreement and failure to cure the same within thirty (30) days of receipt of written notice by the non-defaulting party specifying such failure (or if such failure to perform cannot be cured within thirty (30) days, failure to commence cure within thirty (30) days after receipt of such notice and thereafter diligently pursue such cure within ninety (90) days after receipt of such notice, as said 90-day period may be extended by mutual agreement of the parties hereto);

(b) Failure of Community Options or the Township to pay any amounts due hereunder, after ten (10) days following the defaulting party's receipt of written notice by the non-defaulting party, subject to all applicable notice and cure periods.

(c) Misrepresentation or misstatement of fact when made in any written document and/or written agreement by Community Options, the Owner Entity or any of its managing members to the Township that has a material adverse effect on the Township;

5.2. Remedies. Upon the occurrence and during the continuance of an Event of Default under this Agreement:

(a) In the event that the defaulting party is Community Options, then the Township shall have the right to: (i) Institute appropriate proceedings to specifically enforce performance hereof; (ii) Withhold and/or refuse to make any advances hereunder; (iii) Institute proceedings to recover disbursements made in connection with the Municipal Contribution and pursue all other rights and remedies available to the Township at law or in equity.

(b) In the event that the defaulting party is the Township, then Community Options shall have the right to institute appropriate proceedings to specifically enforce the performance hereof (i.e.,

pursue the remedy of specific performance) and pursue all other rights remedies available at law or in equity.

ARTICLE VI: MISCELLANEOUS PROVISIONS

6.1 Hold the Township Harmless from Claims. Community Options hereby agrees to defend and hold the Township harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees, in connection with any loss of life, personal injury, damage to property, breach of contract or any other claims, actions, or damages arising from or out of the construction or operation of the Projects by Community Options other than and to the extent of those caused by the willful actions or negligence of the Township. Community Options's obligations under this Section 6.1 shall terminate upon the issuance of final Certificates of Occupancy for the Projects by the Township. This provision shall survive the termination of this Agreement.

6.2 Notices. All notices given in connection herewith shall be deemed effective upon receipt (as evidenced by the U.S. Mail return receipt or commercial delivery service receipt) or refusal to accept delivery, and shall be given by personal delivery, express overnight delivery service, or placed in the U.S. Mail, registered, with return receipt requested, and postage prepaid. Any of the following parties may effect a change of address for notice purposes by written notice thereof to all of the other following parties:

If to DEVELOPER:

If to the Township:

Township of Moorestown
111 West Second Street
Moorestown, NJ 08057

With Copies to:

Surenian, Edwards & Nolan, LLC
707 Union Ave, Suite 301
Brielle, NJ 08730
Attn: Michael J. Edwards, Esq.

6.3 Entire Agreement. This Agreement, including the Exhibits incorporated herein, expresses the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings, agreements, representations, or arrangements, oral or written, between the parties hereto relating to the subject matter of this Agreement, all of which are merged into this Agreement.

6.4 Severability. Each provision of this Agreement is intended to be severable to the extent that such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement. In the event that any one or more provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect by a final, non-appellable decision

of a court of competent jurisdiction, the same shall not invalidate or otherwise affect any other provision of this Agreement, and this Agreement shall be construed as if such an invalid, illegal, or unenforceable provision had never been contained herein, provided such Severability does not materially affect the basic understanding of the parties as reflected in this Agreement.

6.5 Counterparts. This Agreement and any amendments hereto may be executed by the parties hereto in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

6.6 Conflicts. To the extent that there may be any inconsistency or conflict between the terms of this Agreement and the Deed Restriction, the terms of the Deed Restriction shall control.

6.7 Further Assurances. The parties hereto shall cooperate and take such action, give assurances and execute and deliver such documents as may be reasonably required by the other party in order to effectuate the purposes and provisions of this Agreement and to confirm to third parties the existence and good standing of this Agreement.

6.8 Not Assignable. This Agreement is not assignable by Community Options.

6.9 Successors. This Agreement shall be binding upon and inure to the benefit of Community Options and the Township and their respective successors and assigns.

6.10 The Township Not a Joint Venturer. The Township, by making this Agreement or by any action pursuant hereto, will not be deemed a partner or joint venturer with Community Options and Community Options and the Township each agree to hold the other harmless for any damages and expenses resulting from such a construction of the relationship of the parties or any assertion thereto.

6.11 Applicable Law. The parties hereto consent to be sued in New Jersey Superior Court - Burlington County in any action to enforce the provisions of this Agreement.

6.12 Modification and Assignment. The terms of this Agreement may not be waived, modified, or changed in any way by implication, correspondence, or otherwise unless such waiver, modification, or change is made in the form of a written amendment to this Agreement signed by both parties. Except as otherwise set forth in this Agreement, neither Community Options nor the Owner Entity shall assign or transfer this Agreement without the prior written consent of the Township. Any attempted assignment or transfer shall be void.

6.13 Captions and Headings. The captions and headings contained in this Agreement are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.

6.14 Waiver. A waiver by the Township of any of the terms and conditions herein shall be in writing and shall not constitute a continuing waiver of said terms and conditions.

6.15 Attorney's Fees and Costs. In the event of a dispute hereunder, the prevailing party shall be entitled to reasonable attorney's fees and all other reasonable costs and expenses incurred in connection with the adjudication of such dispute.

6.16 Right to Cure Defaults. In the event of a default under this Agreement where no timeline for cure is given, the defaulting party shall have 90 days from the date of the receipt of written notice of default to cure such default

signature page follows

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

Witness/Attest:



Title: Director of Government Relations

Dated: 2/25/2020

COMMUNITY OPTIONS

By: _____

CHIEF EXECUTIVE OFFICER

Witness/Attest:



Dated: 2/28/2020

TOWNSHIP OF MOORESTOWN

By: _____

Mayor



Appendix T

Harper Drive Documentation

file

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 218-2019

**RESOLUTION OF THE TOWNSHIP OF MOORESTOWN
AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE
AGREEMENT OF SALE FOR THE PURCHASE OF REAL PROPERTY
KNOWN AS 307 HARPER DRIVE FROM SFA 312 ROUTE 38, LLC**

WHEREAS, in accordance with the New Jersey Supreme Court's decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township of Moorestown ("Township") filed an action with the Burlington County Superior Court of New Jersey, entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan; and

WHEREAS, to resolve the litigation, the Township has entered into both a Settlement Agreement and an Amended Settlement Agreement with Fair Share Housing Center (FHSC) that provides various mechanisms that will provide for the development of affordable housing in the Township of Moorestown, one of which is the development of a municipally sponsored 100% affordable multi-family housing community; and

WHEREAS, the Township has identified property owned by SFA 312 Route 38, LLC (the "Seller") located at 307 Harper Drive, also known as Block 3201, Lot 3 (the "Harper Site"), as a suitable location for the development of the municipally sponsored 100% affordable multi-family housing community, and by Resolution 152-2019, the Township Council authorized the execution of an Agreement of Purchase and Sale ("Agreement") to acquire the Harper Site; and

WHEREAS, in addition to the transfer of the property, the Agreement provided that the Seller would grant an easement permitting the parking of 50 vehicles during non-business hours on Seller's adjacent property located at 312 Route 38; and

WHEREAS, subsequent to the execution of the Agreement, the parties have determined that in lieu of Seller granting the parking easement contemplated in the Agreement, the Seller will sell the Township additional land equivalent in size to the area that would have been occupied by the proposed parking easement area for additional consideration of \$50,000.00, together with the Township accepting the cost and responsibility to pursue and obtain necessary minor subdivision approval; and

WHEREAS, the Township Council of the Township of Moorestown is desirous to authorize the execution of an Amendment to the Agreement to memorialize the change to the structure of the transaction; and

WHEREAS, the Township Council believes it would be in the best interests of the Township to enter into an Amendment to the Agreement with the Seller substantially in the form set forth in the attached Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON, IN THE STATE OF NEW JERSEY AS FOLLOWS:

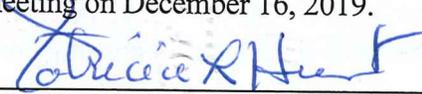
1. The Township Council hereby authorizes and directs the Mayor and the Township Clerk to execute an Amendment to the Agreement of Purchase and Sale to acquire 307 Harper Drive substantially in the form of the attached Exhibit.

2. The Township staff and professionals are hereby authorized to take any and all actions reasonable and necessary to fulfill the Township's obligations as set forth in the Amendment.

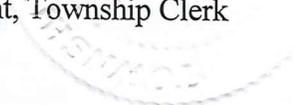
VOTE:

PETRIELLO	YES
DONNELLY	YES
GILLESPIE	YES
LOCATELL	YES
NAPOLITANO	YES

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its regular meeting on December 16, 2019.



Patricia L. Hunt, Township Clerk



RECORDING INFORMATION SHEET

50 RANCOCAS RD.
MT. HOLLY, NJ08060

INSTRUMENT NUMBER:
5512947

DOCUMENT TYPE:
DEED

Official Use Only

JOANNE SCHWARTZ
BURLINGTON COUNTY

RECEIPT NUMBER
8635462
RECORDED ON
January 09, 2020 11:02 AM

INSTRUMENT NUMBER
5512947

BOOK: OR13427
PAGE: 6854

Document Charge Type DEED - FULL EXEMPTION

Return Address (for recorded documents)
TURNKEY TITLE LLC
1 E MAIN ST
MOORESTOWN NJ 08057

No. Of Pages 7
(Excluding Recording Information and/or Summary Sheet)

Consideration Amount \$1,800,000.00

Recording Fee \$105.00

Realty Transfer Fee \$0.00

Total Amount Paid \$105.00

Municipality MOORESTOWN TWP

Parcel Information
Block: 3201
Lot: 3

First Party Name SFA 312 RT 38

Second Party Name MOORESTOWN TWP

Additional Information (Official Use Only)


 5512947

Ctrl Id: 5799412 Recording Clerk: kkondash

***** DO NOT REMOVE THIS PAGE. *****
COVER SHEET (DOCUMENT SUMMARY FORM) IS PART OF BURLINGTON COUNTY FILING RECORD
***** RETAIN THIS PAGE FOR FUTURE REFERENCE. *****

1



Burlington County
Document Summary Sheet

BURLINGTON COUNTY
CLERK

2020 JAN -3 AM 9:13

RECEIVED

JOANNE SCHWARTZ
BURLINGTON COUNTY CLERK
P.O. BOX 6000
50 RANOCAS RD, 3rd FLOOR
MOUNT HOLLY, NJ
08060-1317

Return Name and Address

TurnKey Title LLC
1 East Main Street
Moorestown, NJ 08057

Official Use Only

Submitting Company		TurnKey Title LLC			
Document Date (mm/dd/yyyy)		12/26/2019			
Document Type		Deed			
No. of Pages of the Original Signed Document (including the cover sheet)		7			
Consideration Amount (if applicable)		\$1,800,000.00			
First Party <i>(Grantor or Mortgagor or Assignor)</i> <i>(Enter up to five names)</i>	Name(s)	<i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>			
	SFA 312 Route 38 LLC, a New Jersey limited liability company		312 W. Route 38 Moorestown, NJ 08057		
Second Party <i>(Grantee or Mortgagee or Assignee)</i> <i>(Enter up to five names)</i>	Name(s)	<i>(Last Name First Name Middle Initial Suffix)</i> <i>(or Company Name as written)</i>			
	Township of Moorestown		111 W. 2 nd Street Moorestown, NJ 08057		
Parcel Information <i>(Enter up to three entries)</i>	Municipality	Block	Lot	Qualifier	Property Address
	Township of Moorestown	3201	3		307 Harper Drive, Moorestown, NJ 08057
Reference Information <i>(Enter up to three entries)</i>	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

*DO NOT REMOVE THIS PAGE.

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF BURLINGTON COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

TT-3313

TT-3313

TT-3313
Record & Return To:
TurnKey Title, LLC
1 East Main Street
Moorestown, NJ 08057

DEED

Prepared by:
GILLIAN T. SIEDELSKY
ATTORNEY AT LAW
STATE OF NEW JERSEY

This Deed is made on, December 26, 2019 and delivered on December 27, 2019

BETWEEN

SFA 312 Route 38 LLC, a New Jersey limited liability company
whose address is 312 W. Route 38, Moorestown, NJ 08057

referred to as the **Grantor**,

AND

Township of Moorestown
whose address is about to be 111 W. 2nd Street, Moorestown, NJ 08057

referred to as the **Grantees**.

The words "**Grantor**" and "**Grantee**" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of One Million Eight Hundred Thousand and 00/100 (\$1,800,000.00) Dollars. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:26A-3) Municipality of Moorestown
Block No. 3201 Lot No. 3 Account No. {Enter Account No.}

{ } No property tax identification number is available on the date of this Deed. (Check box if applicable)

Property. The property consists of the land and all the buildings and structures on the land in the Township of Moorestown, County of Burlington, and the State of New Jersey.

The legal description is: See the Legal Description attached hereto as Schedule C.

BEING the same land and premises which became vested in SFA 312 Route 38 LLC, a New Jersey limited liability company, by Deed from PNC Bank, National Association, dated 11-15-2018, recorded 12-17-2018 in the Burlington County Clerk/Register's Office in Book OR-13367, Page 5819.

Being a part of the same land and premises which became vested in The Bank of New Jersey, by Deed from Samuel Evans, III, Trustee under declaration of trust dated 10-31-1969, dated 12-27-1973, recorded 12-28-1973 in Deed Book 1869, Page 1162.

UNDER AND SUBJECT TO ALL RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

The street address of the Property is: 37 Harper Drive, Moorestown, NJ 08057.

**SCHEDULE C
REVISED LEGAL DESCRIPTION**

Issuing Office File No. TT-3313

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Moorestown, in the County of Burlington, State of NJ:

BEGINNING at a found concrete monument on the common point of Lots 2, 3, 4 & 5, Block 3201, said point being South 36 degrees 28 minutes 08 seconds East, 692.26 feet along the common line of Lots 4 & 5, from a point in the Southeasterly line of New Jersey State Highway Route 38 (110 feet wide), and extending; thence

1. South 38 degrees 58 minutes 23 seconds East, along the westerly line of Lot 3, Block 3201, a distance of 343.74 feet to a found concrete monument in the Northerly line of Harper Drive (60 feet wide); thence
2. South 51 degrees 01 minutes 37 seconds West, along said line of Harper Drive for this and the following two (2) courses, a distance of 278.53 feet to a point of curvature; thence
3. Along a curve to the right, having a radius of 170.00 feet and a chord bearing of South 63 degrees 01 minutes 24 seconds West, a chord distance of 70.67 feet, a total arc distance of 71.19 feet to a point; thence
4. South 75 degrees 01 minutes 13 seconds West, a distance of 31.52 feet to a point of curvature; thence
5. Along a curve to the right, connecting the northerly line of Harper Drive with the easterly line of East Gate Drive (66 feet wide), having a radius of 35.00 feet and a chord bearing of North 63 degrees 19 minutes 03 seconds West, a chord distance of 46.53 feet, a total arc distance of 50.90 feet to a point of reverse curvature; thence
6. Along a curve to the left, having a radius of 336.00 feet and a chord bearing of North 33 degrees 55 minutes 24 seconds West, a chord distance of 142.79 feet, a total arc distance of 143.89 feet to a point; thence
7. North 46 degrees 11 minutes 31 second West, a distance of 150.37 feet to a found concrete monument; thence
8. North 53 degrees 31 minutes 52 seconds East, along the southerly line of Lot 4, Block 3201, a distance of 402.34 feet to the point and place of BEGINNING.

The above description was made in accordance with a survey prepared by Robert R. Stout, P.L.S. of Stout & Caldwell Engineers, LLC, dated 12-16-2019 as Job No. 1803-072A.

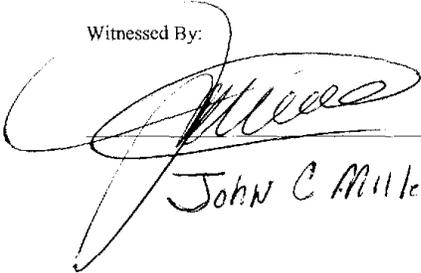
FOR INFORMATION PURPOSES ONLY: BEING known as Lot 3, Block 3201, on the Official Tax Map of Township of Moorestown, NJ.

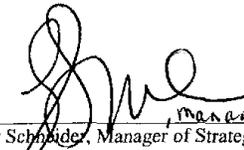
FOR INFORMATION PURPOSES ONLY: BEING commonly known as 307 Harper Drive, Moorestown, NJ 08057.

Promises of Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which effect the property (such as by making a mortgage or allowing a judgment to be entered against Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed By:


John C Miller Esq

 JLG
Jeffery Schneider, Manager of Strategic Funding Alternatives LLC, the sole member of SFA 312 Route 38 LLC
sole member *man*

STATE OF NEW JERSEY,
COUNTY OF *Burlington* SS:
I CERTIFY that on *December 26*, 2019

Jeffery Schneider, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the a Manager of Strategic Funding Alternatives LLC, the sole member of SFA 312 Route 38, LLC the Limited Liability Company named in this Deed;
- (b) this Deed was signed and delivered by the Limited Liability Company as its voluntary act duly authorized by a proper resolution of its Members of the Company;
- (c) this person knows the proper seal of the Limited Liability Company which was affixed to this Deed;
- (d) this person signed this proof to attest to the truth of these facts; and
- (e) the full and actual consideration paid or to be paid for the transfer of title is \$1,800,000.00.

(Such consideration is defined in N.J.S.A. 46:15-5.1)


A Notary Public of the State of New Jersey
My Commission Expires on:

John C. Miller JP
Athy @ Lewis
State, NJ

RECORD AND RETURN TO:

TT-3313
Record & Return To:
TurnKey Title, LLC
1 East Main Street
Moorestown, NJ 08057



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)
 SFA 312 Route 38 LLC, by Jeffery Schneider, manager of Strategic Funding Alternatives LLC, the
 Current Street Address Sole member of SFA 312 Rt 38
 312 W. Route 38 (SLG) LLC
 City, Town, Post Office Box State Zip Code
 Moorestown NJ 08057

PROPERTY INFORMATION

Block(s) Lot(s) Qualifier
 3201 3
 Street Address
 307 Harper Drive
 City, Town, Post Office Box State Zip Code
 Moorestown NJ 08057
 Seller's Percentage of Ownership Total Consideration Owner's Share of Consideration Closing Date
 100% \$1,800,000.00 \$1,800,000.00 12/27/2019

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I further declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/26/19 Date
 _____ Date

1 _____ Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact
 Jeffery Schneider
 _____ Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

Manager of Strategic Funding
 Sole Member of
 Route 38 LLC

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Burlington } SS. County Municipal Code 0322

FOR RECORDER'S USE ONLY
Consideration \$
RTF paid by seller \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Moorestown *Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Jeffrey Schneider, being duly sworn according to law upon his/her oath, deposes and says that he/she is the Manager of Grantor in a deed dated Dec. 26, 2019 transferring real property identified as Block number 3201 Lot number 3 located at 307 Harper Drive, Moorestown, NJ 08057 and annexed thereto.

(2) CONSIDERATION \$ 1,800,000.00 (Instructions #1 and #5 on reverse side) [] No prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(b) By or to the United States of America, this State, or any instrumentality, agency or subdivision.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) [] 62 years of age or over. * (Instruction #9 on reverse side for A or B)
B. BLIND PERSON Grantor(s) [] legally blind or; *
DISABLED PERSON Grantor(s) [] permanently and totally disabled [] receiving disability payments [] not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:
[] Owned and occupied by grantor(s) at time of sale. [] Resident of State of New Jersey.
[] One or two-family residential premises. [] Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)

- [] Affordable according to H.U.D. standards. [] Reserved for occupancy.
[] Meets income requirements of region. [] Subject to resale controls.

(6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)

- [] Entirely new improvement. [] Not previously occupied.
[] Not previously used for any purpose. [] NEW CONSTRUCTION* printed clearly at top of first page of the deed.

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)

- [] No prior mortgage assumed or to which property is subject at time of sale.
[] No contributions to capital by either grantor or grantee legal entity.
[] No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 26th day of Dec. 2019
John C. Miller
Atty @ Law
Shel 903

Signature of Deponent Jeffrey Schneider Grantor Name
312 W. Route 38 Moorestown, NJ 08057

Deponent Address Grantor Address at Time of Sale
XXX-XXX- 171 Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number County
Deed Number Book Page
Deed Dated Date Recorded

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.htm

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER
(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)
PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM BEFORE COMPLETING THIS AFFIDAVIT.

STATE OF NEW JERSEY } SS County Municipal Code
COUNTY Burlington } 0322

FOR RECORDER'S USE ONLY
Consideration \$ _____
RTF paid by Buyer \$ _____
Date _____ By _____

MUNICIPALITY OF PROPERTY LOCATION; Township of Moorestown *Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) xxx-xx-x 896
Last 3 Digits in Grantee's Social Security Number
Deponent, _____ Township of Moorestown, by Kevin Aberant, Esq. being duly sworn according to law upon his/her oath,

deposes and says that he/she is the Kevin Aberant Esq. in a deed dated 21 December 2019 Transferring
(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 3201 Lot number 3 located at
307 Harper Drive, Moorestown and annexed thereto.

(2) CONSIDERATION \$1,800,000.00 (See Instructions #1, #5 and #11 on reverse side)
Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

- (A) When Grantee is required to remit the 1% fee, complete (a) by checking off appropriate box or boxes below
 Class 2 - Residential Class 4A - Commercial Properties (if checked, calculation in (E) required below)
 Class 3A- Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property Cooperative unit (four families or less) (See C. 46:8D-3.) Cooperative units are Class 4C.

(B) Grantee is not required to remit the 1% fee (one or more of following classes being conveyed), complete (b) by checking off appropriate box or boxes below:

- Property Class. Circle applicable class(es): 1 3B 4B 4C 15
Property classes: 1-Vacant Land; 3B Farm property (Qualified) 4B-Industrial properties; 4C-Apartments; 15 Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)
 Exempt Organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.
 Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4.

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one subject to the 1% fee (B), pursuant to N.J.S.A 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

Property class. Circle applicable class or class 1 2 3B 4A 4B 4C 15

(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY
Total Assessed Valuation + Director's Ratio = Equalized Valuation

Property Class 1	\$ 397,600.00	+ 80.18	% = \$ 495,884.20
Property Class	\$		% = \$
Property Class	\$		% = \$
Property Class	\$		% = \$

(E) REQUIRED CALCULATION OF EQUALIZED CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation
\$ + % = \$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or exceeds 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 33, P.L. 2006, for the following reason(s): Mere reference to exemption symbol is insufficient. Explain in detail.

#8 By or to the United States, this State, or any instrumentality, agency or subdivision

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 27 Day of December 2019
Signature of Deponent: Kevin Aberant Esq. Township Attorney, Township of Moorestown
Grantee Name: TurnKey Title LLC, 307 Harper Drive, Moorestown
Deponent Address: 111.W.Second Street Moorestown NJ 08057
Grantee Address at Time of Sale: TurnKey Title LLC, 307 Harper Drive, Moorestown
Name/Company of Settlement Officer: Michele A Cattell-Brna, Notary Public of New Jersey, My Commission Expires March 24, 2023

MICHELE A CATTELL-BRNA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March 24, 2023
STATE OF NEW JERSEY - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

file

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 215-2019

**RESOLUTION OF THE TOWNSHIP OF MOORESTOWN AUTHORIZING
THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT
WITH PENNROSE, LLC REGARDING THE DEVELOPMENT
OF REAL PROPERTY KNOWN AS 307 HARPER DRIVE**

WHEREAS, in accordance with the New Jersey Supreme Court’s decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015), on or about July 2, 2015, the Township of Moorestown (“Township”) filed an action with the Burlington County Superior Court of New Jersey, entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15, seeking a Judgment of Compliance and Repose approving its Affordable Housing Plan; and

WHEREAS, to resolve the litigation, the Township has entered into both a Settlement Agreement and an Amended Settlement Agreement with Fair Share Housing Center (FHSC) that provides various mechanisms that will provide for the development of affordable housing in the Township of Moorestown, one of which is the development of a municipally sponsored 100% affordable multi-family housing community; and

WHEREAS, the Township has identified property located at 307 Harper Drive, also known as Block 3201, Lot 3 (the “Harper Site”), as a suitable location for the development of the municipally sponsored 100% affordable multi-family housing community, and is presently under contract to acquire the property in the near future; and

WHEREAS, the Township entered into a Memorandum of Agreement dated as of October 31, 2019 with Moorestown Urban Renewal Associates LLC, an affiliate of Pennrose Holdings, LLC (“Pennrose”) which set forth the principal terms of an understanding between the Township and Pennrose regarding the development of the Harper Site; and

WHEREAS, since the execution of the Memorandum of Understanding, the parties have negotiated a proposed Developer Agreement (“Agreement”) with Pennrose, or its affiliate, that formally sets forth the agreement of the parties with regard to the development of the Harper Site; and

WHEREAS, the Township Council of the Township of Moorestown is desirous to authorize the execution of the Agreement, and believes it would be in the best interests of the Township to enter into the Agreement in substantially the form attached hereto as Exhibit A;

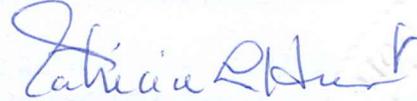
NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOORESTOWN, COUNTY OF BURLINGTON, IN THE STATE OF NEW JERSEY AS FOLLOWS:

1. The Township Council hereby authorizes and directs the Mayor and the Township Clerk to execute the Developer Agreement in substantially the form attached hereto as Exhibit A, provided that settlement agreements have been executed with respect to third party litigation referenced in the Memorandum of Agreement dated as of October 31, 2019 with Moorestown Urban Renewal Associates LLC.

2. The Township staff and professionals are hereby authorized to take any and all actions reasonable and necessary to fulfill the Township's obligations as set forth in the Developer Agreement.

	<u>VOTE:</u>
PETRIELLO	YES
GILLESPIE	YES
DONNELLY	YES
LOCATELL	YES
NAPOLITANO	YES

Certified to be a true and correct copy of a Resolution adopted by the Moorestown Township Council at a meeting held on December 16, 2019.



Patricia L. Hunt, RMC, Township Clerk

DEVELOPER AGREEMENT

THIS AGREEMENT ("Agreement") made this 17th day of JANUARY, 2020, by and between

The Township of Moorestown, a municipal corporation of the State of New Jersey, County of Burlington, having an address at 111 W. Second Street, Moorestown, New Jersey 08057 (hereinafter the "Township");

And

Pennrose, LLC, a Pennsylvania limited liability company (OR URBAN RENEWAL ENTITY TO BE FORMED TO TAKE TITLE) with offices at One Brewery Park, 1301 North 31st Street, Philadelphia, PA 19121 (hereinafter the "Developer").

Collectively, the Township and the Developer shall be referred to as the "Parties."

WHEREAS, pursuant to Mount Laurel I, Mount Laurel II, the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, *et seq.* (the "FHA") and the New Jersey Constitution, Moorestown Township is obligated by law to create a realistic opportunity for the provision of affordable housing (hereinafter, the requirements of the New Jersey Constitution, as set forth by the Supreme Court in Mount Laurel I and its progeny and as set forth in the FHA, regulations adopted to implement same and related laws shall collectively be referred to as Moorestown Township's "Mount Laurel Obligation"); and

WHEREAS, in compliance with the New Jersey Supreme Court's March 10, 2015 decision in In re Adoption of N.J.A.C. 5:96 and 5:97 by N.J. Council on Affordable Housing, 221 N.J. 1 (2015) ("Mount Laurel IV"), on or about July 2, 2015, the Township filed a Declaratory Judgment Action with the New Jersey Superior Court in Burlington County (the "Court"), entitled In the Matter of the Application of the Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15, seeking a Judgment of Compliance and Repose approving its Housing Element and Fair Share Plan ("Affordable Housing Plan"), in addition to related relief, including temporary immunity from all Mount Laurel lawsuits; and

WHEREAS, the Court granted the Township's motion for temporary immunity from all Mount Laurel lawsuits, which was subsequently extended via a series of orders, and is still in full force and effect as of this date; and

WHEREAS, Developer and Moorestown Township have signed a Memorandum of Understanding that proposes to build a one hundred (100%) percent affordable development consisting of a total of seventy-five (75) affordable family rental units together with one (1) unit for on-site Maintenance Supervisor (hereinafter the "Community") on a roughly 3.12 acre parcel of land designated as Block 3201, Lot 3 on the Official Assessment Map of the Township of Moorestown, Burlington County, and known as 307 Harper Drive, Moorestown, Burlington County, New Jersey (hereinafter the "Property"); and

WHEREAS, the Developer has represented to the Township that it will ensure that each of the affordable units in the Community will be affordable to the region's very low, low and moderate income households; and will be creditworthy units as defined by COAH and Uniform Housing Affordability Controls ("UHAC")(N.J.A.C. 5:80-26.1 et seq.) regulations in effect as of the date of this Agreement, and will remain creditworthy units to enable the Township to use such units towards satisfaction of its Mount Laurel affordable housing obligations; and

WHEREAS, based upon these assurances and the obligations created hereby, the Township has determined that the Community will assist the Township in satisfying its affordable housing obligations; and

WHEREAS, the Township and the Developer have agreed to enter into this comprehensive Development Agreement, setting forth the terms, conditions, responsibilities and obligations of the Parties; and

WHEREAS, the Developer agrees to implement the Community in accordance with the relevant terms and conditions of this Agreement; and

NOW, THEREFORE, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereto agree as follows:

1. PURPOSE

a. The purpose of this Agreement is to create a realistic opportunity for the creation of a seventy five (75) unit one hundred percent affordable family rental Community.

b. The purpose of this Agreement is also to ensure that said units described in Section 1.a. are creditworthy and can be counted towards the Township's Round 3 obligation (1999-2025), subject to any right to rental bonuses that may be permitted in conjunction with addressing the Round 3 component of the Township's affordable housing obligation.

2. BASIC TERMS

a. The "**Subject Property**": The Subject Property is an approximately 3.12-acre site located at 307 Harper Drive and is identified on the Township's tax map as Block 3201, Lot 3 which the Township is obligated to acquire and convey to Developer as provided herein. The Property also will benefit from an easement that will grant the Developer and residents of the Community the right to utilize 50 parking spaces on adjacent Lot 4 of Block 3201, or alternatively, a portion of Lot 4 roughly equivalent to no less than 50 parking spaces (and drive aisles) will be subdivided from Lot 4 and consolidated with Lot 3 and conveyed to the Developer.

b. The “**Community**”: The Community will consist of seventy five (75) family rental units affordable to very low, low and moderate income households, together with one (1) unit for an on-site Maintenance Supervisor.

3. DEVELOPER’S OBLIGATIONS

a. **Obligation to Develop Subject Property In Accordance With Various Requirements:** Provided that the Township acquires the Subject Property and conveys it to Developer as provided herein, and Developer receives all required approvals to develop the Community, the Developer will develop the Community on the Subject Property. The Developer agrees, at its sole cost and expense, to develop the Subject Property in accordance with (a) the Concept Plan attached hereto as Exhibit A, subject to any variances or waivers granted by the Planning Board; (b) the requirements of the AMF-1 Zoning District attached hereto as Exhibit B, subject to any variances or waivers granted by the Planning Board; (c) any developmental approvals by the Planning Board; (d) any other applicable governmental approvals, and (e) the terms and conditions of this Agreement.

b. **Obligation To Ensure That The Site Is Suitable For The Community:** The Township will ensure that the site is suitable for the Community in accordance with all applicable COAH regulations. The Developer will be responsible to assure that the Community is developed pursuant to NJDEP regulations, NJDOT regulations, and any and all other applicable rules or regulations, except to the extent relief is obtained therefrom. This includes, but is not limited to, ensuring that the site is developed in accordance with the New Jersey Residential Site Improvement Standards (“RSIS”), N.J.A.C. 5:21-1.1 et seq., subject to any relief granted therefrom

c. **Obligation to Develop In Accordance With Local And State Planning Approval:** Developer shall be obligated to obtain all necessary governmental approvals, including Planning Board approvals, which shall be acquired before commencement of construction on the Community. The Developer shall submit applications for all necessary preliminary and final site plan approvals to the Planning Board in accordance with Municipal Ordinances, the MLUL, and the AMF-1 Zoning District, which is attached hereto as Exhibit B, subject to any variances or waivers granted by the Planning Board. Developer agrees that all approvals shall be subject to full satisfaction of the terms and requirements of this Agreement.

d. **Obligation To Provide Creditworthy Units And Maintain The Creditworthiness Of The Units:** The Developer shall ensure that the Community results in the construction of seventy five (75) creditworthy units (plus any applicable bonus credits), to be used by the Township in addressing its current and/or future Mount Laurel affordable housing obligations. Throughout this Agreement, the term “creditworthy” or “creditworthiness” shall be deemed to mean that the units are in compliance with applicable COAH and UHAC regulations in effect as of the date of this Agreement, as well as in compliance with requirements to be eligible for New Jersey Housing and Mortgage Finance Agency Low Income Housing Tax Credits (“LIHTC”), if credits are awarded. Developer shall ensure that all units constructed on

the Subject Property shall comply and comport with all applicable regulations, including but not limited to (a) all applicable COAH regulations, (b) the applicable UHAC regulations, (c) the Fair Housing Act, and (d) such other existing regulations as may apply to the extent that such requirements do not conflict with any requirements by which Developer would be bound pursuant to the HMFA Act and regulations promulgated pursuant thereto or other requirements related to the tax credits to be sought from HMFA. The Parties acknowledge that these regulations address, among other things, bedroom distribution requirements, very low/low/moderate income split requirements, pricing requirements, marketing requirements, screening requirements, re-rental requirements and deed restriction requirements. The Developer will ensure that no more than thirty-seven percent (37%) of the 75 units will be affordable to moderate income households, fifty percent (50%) of the 75 units will be affordable to low income households and thirteen percent (13%) of the 75 units will be affordable to very low-income households, as defined by the Fair Housing Act (Households earning no more than 30% of the region's median income).

e. **Obligation to Bear All Expenses Associated with Creating and Maintaining Creditworthy Units:** The Township shall have no financial obligations under this paragraph 3 to assure the creditworthiness of the units, and all associated expenses related to creditworthiness shall be solely borne by the Developer, its successors, or assigns.

f. **Obligation to Cooperate With The Township In Its Efforts To Monitor The Units:** The Parties acknowledge that the Township may have the obligation from time to time to generate information necessary to demonstrate the creditworthiness of the units. Developer will cooperate with the Township on all monitoring and reporting requirements provided that the cost of such monitoring shall be borne by the Township.

g. **Obligation to Properly Deed Restrict the Units:** The Community will be deed restricted for a minimum of thirty (30) years as affordable housing so that all the units therein will qualify for affordable housing credits towards the Township's affordable housing obligations. The Developer will retain an Administrative Agent, and will work with the Township's special Mount Laurel counsel, to ensure that the deed restriction satisfies all applicable COAH and UHAC regulation requirements. Developer shall cause the deed restriction, along with this Agreement, to be recorded with the Office of the Clerk of Burlington County. The Developer shall be responsible for all costs associated with retaining an Administrative Agent in conjunction with this Community and for ensuring that the deed restrictions are properly maintained to ensure the creditworthiness of the units. The Administrative Agent shall be responsible for providing the Township with all information that it or other governmental entities may require.

h. **Obligation to Provide Infrastructure And Other Improvements:** Provided that the Township acquires the Subject Property and conveys it to Developer as provided herein, and Developer receives all required approvals to develop the Community, including the approval of the Concept Plan attached hereto as Exhibit A (or such other Concept Plan as is mutually acceptable to the parties), Developer will design and construct all on-site infrastructure and will contribute its fair share of off-site improvements necessitated by the Community in a

workmanlike manner and in accordance with all applicable laws and regulations, as well as the requirements of the AMF-1 Zoning District attached hereto as Exhibit B. Developer acknowledges that such infrastructure improvements may include, but are not limited to, road improvements, walkways, storm water facilities, sidewalks, electric power transmission lines, sewer transmission conduits or pipes, water lines or pipes, storm sewers, telephone transmission lines, television/internet cable lines and other utilities provided that any required infrastructure shall be only that necessitated by the seventy-five (75) affordable units. The Developer agrees that it is solely responsible to undertake the appropriate measures to negotiate with, acquire, relocate or otherwise address the existence of these utilities and infrastructure or other improvements and easements therefore, in order to complete the Community as provided by this Agreement, and provided that such requirements are not cost generative.

i. **Obligation to Enter PILOT Agreement at Specific Rate:** Developer's obligations contained in this Agreement are expressly conditioned upon the execution of a mutually acceptable Agreement for Payment in Lieu of Taxes (hereinafter "PILOT"), providing for a payment of 6.12%, or such other amount as is required by applicable regulation or which percentage is necessary to maximize the score on any application for tax credits with the HMFA for any year in which application may be made by Developer, of the Community's revenue as a payment in lieu of taxes pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (the "HMFA Law") with the approval of the New Jersey Housing and Mortgage Finance Agency, as required by N.J.S.A. 55:14K-37 or other New Jersey law that authorizes the PILOT agreement with respect to the Community.

j. **Obligation to Obtain a Certificate of Completion:** The Developer shall be responsible to obtain, and deliver to the Township, a Certificate of Substantial Completion from an architect in the form attached hereto as Exhibit C, to document that the Community has been substantially completed in accordance with approved constructions plans.

k. **Obligation to Lease Units in Manner That Maintains Their Creditworthiness:** The Developer, including its successors and assigns, shall have the continuing responsibility to lease the units as affordable units in accordance with applicable Federal, State, and local laws for a minimum of thirty (30) years and maintain the creditworthiness of the units, following which the Township shall take such action(s) and execute such document(s) as may be necessary to release the units comprising the Community from affordability controls and further obligations, unless the Township exercises its option to extend the affordability controls as set forth *infra* in Section 8.b.. In the event of any breach of this continuing responsibility, the Township shall have all remedies available in equity and law.

l. **Obligation to Provide Pro Forma Budget and Development Schedule:** Within 30 days of the execution of this Agreement, Developer shall provide a pro forma budget and development schedule demonstrating that construction will commence within 2 years of the Township's Judgment of Compliance and Repose, and any other documentation necessary to comply with the regulations N.J.A.C. 5:93 and N.J.A.C. 5:97 relative to a municipally-sponsored

programs.

m. **Obligation to Properly Manage the Units:** Developer shall have the obligation to ensure that the Community is properly managed not only to ensure the creditworthiness of the units, but also to ensure that the Property is kept safe, clean, and in good operating condition.

n. **Obligation to Form Appropriate Entity to Accept Title from Township:** Developer shall form such entity as is required for the Developer to accept title to the Property from the Township for nominal consideration, and in a manner that does not require public bidding.

o. **Financing Contingency:** Notwithstanding anything to the contrary in this Agreement, this Agreement is contingent upon Developer obtaining financing for Developer's construction of the Community.

p. **Progress Reports.** The Developer shall make, in such detail and at such times as may be reasonably required by the Township, but not more often than monthly, a report in writing concerning the actual progress of the Community with respect to the Governmental Applications, its HMFA LIHTC applications, the Governmental Approvals, and the construction of the Community improvements.

q. **Community Management.** The Community will include a full time on-site Maintenance Supervisor, as well as a part-time Office Manager.

r. **Insurance.** At all times during construction of the Community, and until the Community is available for occupancy, the Developer shall maintain or cause to be maintained at its own cost and expense, with responsible insurers licensed to do business in the State of New Jersey, the following kinds and the following amounts of insurance with respect to the Community and any portion of the Community Site that may be owned or controlled by the Developer, with such variations as shall reasonably be required to conform to customary insurance practice:

i. Builder's Risk Insurance during the term of construction that will protect the insured parties against loss or damage resulting from fire and lightning, the standard extended coverage perils, and vandalism and malicious mischief. The limits of liability will be equal to one hundred percent (100%) of the insurable value of the Community, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, and materials in place or to be used as part of the permanent construction.

ii. Comprehensive General Liability Insurance as broad as the standard coverage form currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall not

be less than \$1,000,000.

iii. Worker's compensation insurance to the full extent required by New Jersey state law for all of the Developer's employees.

iv. The Developer shall provide proof of all required insurance coverage to the Township within thirty (30) days of its acquisition of the Community Site. Thereafter, upon each anniversary date of this Agreement, until a Certificate of Completion has been issued, the Developer shall submit proofs of insurance for the succeeding year. Except for workers compensation insurance, all policies of insurance required to be maintained by the Developer shall name as the insured parties the Developer or its successors and assigns, the Township and any other appropriate persons, as their respective interests may appear, and shall be reasonably satisfactory to the Township. The Developer shall not allow the policies to be terminated or canceled unless the Township is given thirty (30) days advance written notice.

4. OBLIGATIONS OF THE TOWNSHIP

a. **Obligation of Township to Appoint Pennrose, LLC or an Urban Renewal Entity ("URE") to be formed, as the Developer of the Subject Property:** Pennrose, LLC is hereby designated as Developer of the Community site and shall have the exclusive right to develop and implement the Community in accordance with the terms and conditions of this Agreement. Subject to Section 8.j. herein, Developer may not assign or transfer these rights or responsibilities without the prior written authorization of the Township.

b. **Obligation to Provide a PILOT:** Subject to negotiation of acceptable terms and appropriate notice to the public and the public's opportunity to be heard, and consistent with Section 3.i. of this Agreement, the Township shall execute an Agreement for Payment in Lieu of Taxes.

c. **Obligation to Waive Connection Fees:** The Township shall waive connection fees to the degree required or authorized by applicable statute or administrative regulation.

d. **Obligation to Assist Developer In Pursuing Tax Credits:** The Township shall adopt resolutions and take other appropriate actions to provide the support required to facilitate Developer's efforts to secure all potential funding from non-municipal sources necessary to assist the economic feasibility of the Community. The Township will work with the Developer in preparing eligible and competitive tax credit application(s) for submission to HMFA and, if the Community does not receive an award in 2020, for two additional application rounds. The Parties acknowledge that to be competitive, the Developer will need to demonstrate that it has established site control, secured preliminary site plan approval and executed a PILOT consistent with this Agreement.

e. **Obligation to Comply With Agreement with Fair Share Housing Center:** The

Township shall comply with its obligations with regard to 100% affordable projects and funding with regard thereto as set forth in the Agreement To Resolve Issues Between The Township of Moorestown and Fair Share Housing Center concerning The Township's Mount Laurel Fair Share Obligations And The Means By Which The Township Shall Satisfy Same, entered into In the Matter of Township of Moorestown, County of Burlington, Docket No. BUR-L-1604-15, dated March 16, 2018, as amended through the date hereof, other than the provision limiting the number of tax credit application rounds that may be applied for, as to which the Township may seek an amendment allowing the number of rounds provided for in subparagraph 4.d. above.

f. **Obligation to Convey Title to the Property:** The Township shall acquire title to the Subject Property. No sooner than the date on which Developer has scheduled the closing for any financing necessary to construct the Community, the Township shall convey title to the Property to Developer or its designee for nominal consideration, insurable at regular rates, by Deed in recordable form. Township shall also deliver an Affidavit of Title and such other documents as may be reasonably requested by the Developer or Developer's title company, including certification that the Township has taken all steps necessary to lawfully convey title to Developer.

In the event that the Township shall fail to obtain title to the Subject Property to Developer, including an easement for 50 parking spaces and drive aisles or additional land as merged into the Subject Property, as provided in Paragraph 2(a), Township shall identify and acquire a comparable replacement parcel of land of approximately the same size (inclusive of the easement or additional land for 50 parking spaces and drive aisles), which shall satisfy the criteria necessary for the land to be determined to render it suitable for development of seventy-five (75) affordable family rental units (and one (1) unit for a Maintenance Supervisor) and which will qualify for the same or a higher score in the application process for LIHTC ("Alternate Property").

g. **Obligation to Provide A Certificate Of Occupancy:** The Township shall issue a Certificate of Occupancy, temporary or permanent, in accordance with applicable statutes, ordinances and regulations.

h. **Planning Board Contingency:** Developer's obligations under this agreement are contingent upon Developer securing final site plan and related approvals from the Township's Planning Board to permit construction of the Community as defined herein substantially in accordance with the Concept Plan attached hereto as Exhibit A (or such other Concept Plan as is mutually acceptable to the parties).

5. AFFORDABLE HOUSING CREDITS

a. **Application Of Affordable Housing Credits:** The Parties agree that the Township, shall be permitted to count the affordable housing units contemplated by this Agreement towards the Township's Round 3 (1999-2025) fair share obligation subject to any right to rental bonuses that may be permitted in conjunction with addressing the Township's

Round 3 fair share obligation (1999-2025).

b. **Rental Bonuses:** Once the affordable family rental units contemplated by this Agreement are under construction, the Parties agree that the Township shall be entitled to apply some portion of these affordable family rental units and any applicable rental bonuses towards its Round 3 obligation fair share obligation.

6. COOPERATION AND COMPLIANCE

a. **Implementation Of Agreement:** The Parties agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. Prior to the Township taking any action that would subject the Developer to any additional cost or expense under this section, the Township shall provide the Developer with an estimate of such costs, and obtain Developer's written approval. If such approval is rejected, the Township will be under no obligation to cooperate.

b. **Enforcement of Agreement:** The Parties hereto agree to cooperate with each other, furnish all necessary and reasonable documentation and take all necessary actions to assure compliance with the terms of this Agreement.

c. **Court Approval:** In the event Court Approval of the Agreement is required, the parties agree to cooperate and affirmatively support each other's efforts in obtaining such approval provided that such Court Approval shall be obtained at the Township's cost and expense (except that Developer shall pay the costs of its own consultants and counsel fees, if any in connection with any such Court Approval), and provide further that any delay in obtaining such approval shall not delay any undertaking or obligation of the Township hereunder.

7. NOTICES

Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to the Property (herein "Notice[s]") shall be written and shall be served upon the respective Parties by facsimile, e-mail, recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt, and, where feasible (for example, any transmittal of less than fifty (50) pages), and in addition thereto, a facsimile delivery shall be provided. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days' notice as provided herein:

TO DEVELOPER:

Pennrose, LLC
One Brewery Park
1301 North 31st Street

Philadelphia, PA 19121
Attn: Tim Henkel
thenkel@pennrose.com

WITH COPIES TO:

Sills Cummis & Gross P.C.
One Riverfront Plaza
Newark, NJ 07102
Attn: Meryl A. G. Gonchar
mgonchar@sillscummis.com
vherlinsky@sillscummis.com

TO THE TOWNSHIP OF MOORESTOWN:

Municipal Clerk
111 West Second Street
Moorestown, NJ 08057
phunt@moorestown.nj.us

Township Manager
111 West Second Street
Moorestown, NJ 08057
tneff@moorestown.nj.us

WITH COPIES TO:

Michael J. Edwards, Esq., Special Counsel
Jeffrey R. Surenian and Associates, LLC
707 Union Avenue, Suite 301
Brielle, NJ 08730
mje@surenian.com
Facsimile: (732) 612-3101

AND TO:

Kevin E. Aberant, Esq., Township Attorney
Taenzer, Ettenson & Aberant, PC
123 N. Church Street
PO Box 237
Moorestown, NJ 08057
aberant@tesalaw.com
Facsimile: (856) 235-1911

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

8. MISCELLANEOUS

a. **Severability:** Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

b. **Extension of Controls:** Upon the expiration of the term of the deed restriction set forth in Sections 3.g. and 3.k. above, the Township shall have the right, but not the obligation to obtain an extension of the affordability controls on terms which are mutually agreed upon by the parties, and are consistent with the then prevailing industry standards.

c. **Successors Bound:** The provisions of this Agreement shall run with the land, and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have a fee title interest in the Property which is the subject of this Agreement.

d. **Governing Law:** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

e. **No Modification:** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

f. **Recording:** It is intended that this Agreement will not be recorded in the Clerk's Office of Burlington County.

g. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same Agreement.

h. **Voluntary Agreement:** The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

i. **Interpretation:** In the event of any subsequent dispute or ambiguity involving the interpretation of this Agreement, inasmuch as Developer and its attorneys have had substantial input into the terms and conditions contained herein, this Agreement shall not be interpreted against the Township or its attorneys as a result of the Agreement being primarily drafted by the Township.

j. **Assignment:** None of the Parties may assign this Agreement without the written consent of the other Parties. Furthermore, the Developer may, upon advance notice to the

Township, but without consent of Township, assign this Agreement to other existing or to be created entities that are owned or controlled by the Developer, including an Urban Renewal Entity ("URE").

9. TOWNSHIP TERMINATION RIGHTS

Additional Termination Rights Of Township: In addition to the rights and remedies set forth in this Agreement, the Township shall have the right to terminate this Agreement upon written notice to Developer, in the absence of an occurrence of an uncontrollable circumstance or an Event of Default described below, if Developer has not commenced construction of the Community within eighteen months of either the award of LIHTC, or from the Township's written commitment to fund the development of the Community in the absence of an award of LIHTC, unless such period is extended by the Parties and consistent with the time extension provisions and criteria of the Municipal Land Use Law at N.J.S.A. 40:55D-49.

10. EVENTS OF DEFAULT AND REMEDIES

a. **Events Of Default:** Any one or more of the following shall constitute an Event of Default hereunder, unless such event results from the occurrence of an uncontrollable circumstance, such as an act of God (lightning, blizzards, hurricanes, etc.), man-made disasters (an explosion, nuclear radiation, etc.), a Federal or State court order, a delay caused by not getting a governmental approval, or a strike or similar labor action:

i. Failure of the Developer or the Township to observe and perform any covenant, condition or agreement in this Agreement and continuance of such failure for a period of thirty (30) days, after receipt by the Party of written notice from the other Party specifying the nature of such failure and requesting that such failure be remedied ("Default Notice"); provided however that in the event any such default is not capable of being cured within said period, then provided that the defaulting Party has diligently commenced a cure within such period, the cure period shall be extended for an additional period of time necessary to allow Developer to effect the cure.

ii. The Developer shall have applied for or consented to: (i) the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Developer; (iii) the Developer (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Developer has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Developer shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Developer and shall not have been dismissed for a period of sixty (60) consecutive days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Developer under the Bankruptcy Code; or (viii) an order, judgment or

decree shall have been entered, without the application, approval or consent of the Developer by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of the Developer or a substantial part of its assets and such order, judgment or decree shall have continued un-stayed and in effect for any period of sixty (60) consecutive days.

iii. The Developer shall fail to satisfy its obligations with respect to the timely construction of the Community in accordance with this Agreement, following the issuance of any Governmental Approvals required to do so, or shall abandon or substantially suspend construction work, and any such failure, abandonment or suspension shall not be cured, ended, or remedied within ninety (90) days after receipt of the Default Notice from the Township, provided, however, if the default or violation is one which cannot be completely remedied within ninety (90) days after receipt of the Default Notice, it shall not be an Event of Default as long as the defaulting party is proceeding with due diligence to remedy the same and the default is fully remedied not later than one hundred forty-five (145) days after mailing of the Default Notice, or any greater period agreed to in writing between the parties.

iv. The Developer shall otherwise default in or violate its obligations with respect to this Agreement and any such default or violation shall not be cured, ended, or remedied within thirty (30) days after receipt of the Default Notice from the Township; provided however that in the event any such default is not capable of being cured within said period, then provided that Developer has diligently commenced a cure within such period, the cure period shall be extended for an additional period of time necessary to allow Developer to effect the cure.

v. The occurrence of any action or inaction by the Developer which nullifies, terminates, delays or endangers affordable housing compliance for any of the residential units within the Community or the Township's entitlement to credits and rental bonuses for all of the seventy five (75) affordable units contemplated by this Agreement and any such default, nullification, termination, delay, endangerment or violation shall not be cured, ended, or remedied within thirty (30) days after receipt of the Default Notice from the Township; provided however that in the event any such default is not capable of being cured within said period, then provided that Developer has diligently commenced a cure within such period, the cure period shall be extended for an additional period of time necessary to allow Developer to effect the cure.

vi. Failure of the Township to take title to the Subject Property.

b. Remedies Upon Event Of Default:

i. **Termination or Institution Of Lawsuit:** In the event of an Event of Default by any Party hereto, the non-defaulting Party shall provide notice of the default to the other Party. The Party accused of default shall have thirty (30) days either to agree

or dispute the claim of default. If the Party accused of default disputes the default, then the non-defaulting Party may terminate this Agreement upon a final un-appealable judgment of a Court having jurisdiction over this matter and/or may institute whatever action, at law or in equity, it may deem desirable, including the seeking of damages.

ii. **Additional Remedies of Township In The Event Of Default:** In the event of an Event of Default, in addition to the right to terminate the Agreement, the Township may implement any or all of the following remedies:

1. Suspension of cooperation with Developer pursuant to the terms of this Agreement;
2. Suspension of the review and/or approval process of any application or submission related to any Governmental Approvals;

iii. **Additional Remedies of The Township In The Event Of Termination Of The Agreement:** In the event that this Agreement is terminated by the Township, the Developer's designation as the Developer of the Community shall automatically terminate.

iv. **Additional Remedies of The Developer in the Event of Default by Township.** In the event of an Event of Default by Township, in addition to other rights or remedies of Developer, the Township shall reimburse Developer its costs incurred in connection with the Subject Property (as defined in subparagraph 2.a.) or the Alternate Property (as defined in subparagraph 4.e.), as provided in this Agreement. The Township shall reimburse Developer's costs incurred by Developer in the fulfillment of its obligations hereunder including, but not limited to fees paid to any attorney, engineer, planner, financial consultant or other professional in connection with preparation of plans, applications for tax credits or other funding sources or for site plan approval. Nothing contained herein shall obligate the Township to reimburse Developer for any costs incurred by Developer in connection with Block 4801, Lot 12, 160 W. Route 38, sometimes referred to as "the Meadow Drive site."

v. **No Waiver of Rights And Remedies By Delay:** Any delay by an aggrieved Party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved Party of such rights or limit the aggrieved Party's rights in any way. It is the intent of this provision that the Parties' rights under this Agreement shall not be unduly abridged by concepts of waiver, laches, or otherwise, so that the Parties may enforce their rights while it is still possible to resolve the problems created by the default involved. Nor shall any waiver in fact made by the aggrieved Party with respect to any specific default by the defaulting Party under this Agreement be considered or treated as a waiver of the rights of the aggrieved Party with respect to any other defaults by the defaulting Party under this Agreement or with respect to the

particular default except to the extent specifically waived in writing.

11. EXHIBITS AND SCHEDULES

Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein.

13. CONFLICT OF INTEREST

No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

14. EFFECTIVE DATE

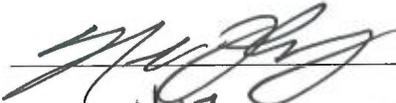
Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

(Remainder of page intentionally blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals (where applicable) affixed and attested to this 17 day of JANUARY, 2020.

Witness/Attest:

Pennrose, LLC

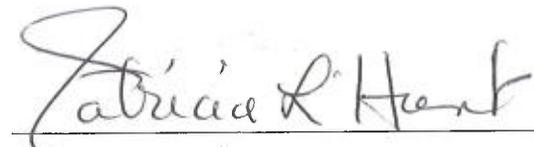


Dated: 1/17, 2020

By: 

Witness/Attest:

Township of Moorestown



Dated: 1/10, 2020

By: 

Lisa Petriello, Mayor

EXHIBIT A

Concept Plan

**76 FAMILY UNITS
66 PARKING SPACES**

+ SHARED PARKING WITH ADJACENT PROPERTY

	1st	2nd	3rd	4th	Total
1BR	3	4	4	4	15
2BR	0	11	11	11	42
3BR	4	5	5	5	19
Total	18	20	20	20	78 UNITS
GSF	24,128	23,514	23,514	23,514	94,670 GSF



SCALE: 1" = 60'

12-13-19
PENNROSE LLC

**HARPER DRIVE SITE
MOORESTOWN, NJ**
76 UNITS - 66 PARKING SPACES

WALLACE ROBERTS & TODD, LLC
1700 MARKET STREET, SUITE 2800
PHILADELPHIA, PA 19103
215.732.3215
WRTDESIGN.COM



Moorestown Crossings : Sources and Uses

Uses

Hard Costs	13,347,600
Contingencies	824,266
Soft Costs	5,214,865
Land	0
Reserves	800,072
Total Development Cost	20,186,802

Sources

Permanent Financing	2,642,876
Burlington County HOME	403,024
Tax Credit Equity	16,448,520
Deferred Developer Fee	692,383
Total Sources	20,186,802

Moorestown Crossings, Harper Drive- Preliminary Development Schedule

<u>Task</u>	<u>Timeline</u>
Council Meeting- First Reading for Rezoning	February 24, 2020
Planning Board Meeting- Rezoning Adherence to Master Plan	March 5, 2020
Council Count Meeting- Second Reading, Ordinance Adopted	March 9, 2020
Council Meeting- Site Control, PILOT, Resolution of Need	March 23, 2020
Planning Board - Preliminary Site Plan Approval Hearing	May 14, 2020
NJHMFA Multi-Family Finance Submission	May 14, 2020
NJHMFA Multi-Family Board Meeting	June 25, 2020
LIHTC Application Due	July 22, 2020
LIHTC Awards	November 2020
Financial Closing / Construction Start	Summer 2021
Construction Complete	Summer 2022
Lease-Up	Fall/Winter 2022

RESOLUTION NO. 18-2020

MOORESTOWN TOWNSHIP PLANNING BOARD

Docket # PB 2020-02

A RESOLUTION GRANTING MINOR SUBDIVISION APPROVAL FOR A LOT LINE ADJUSTMENT TOGETHER WITH SITE PLAN APPROVAL TO PERMIT AN ACCESSORY STRUCTURE CONVERSION OF A FORMER DRIVE-THROUGH AND OFFICE BANKING BUILDING INTO AN ACCESSORY GARAGE AND STORAGE STRUCTURE WITH FRONT YARD SET RELIEF INCIDENT THERETO AND BULK VARIANCE AND WAIVER RELIEF FROM PARKING AND BUFFERING REQUIREMENTS FOR PREMISES IN THE SPECIALLY RESTRICTED COMMERCIAL (SRC-1) AND AFFORDABLE MULTI-FAMILY RESIDENCE 1 (AMF-1) DISTRICTS

WHEREAS, on March 5, 2020, the Township of Moorestown Planning Board held a public hearing in connection with the joint application of the TOWNSHIP OF MOORESTOWN (hereinafter referred to as Township) and SFA 312 ROUTE 38 LLC (hereinafter referred to as SFA) for premises located at 307 Harper Drive in the Affordable Multi-Family Residence -1 District (hereinafter referred to as AMF-1) and 312 Route 38 in the Specially Restricted Commercial -1 District (hereinafter referred to as SRC-1 District), respectively; and,

WHEREAS, applicants seek multiple forms of land use relief in connection with the movement of the boundary line between applicants' premises which is also the boundary line between the SRC-1 and AMF-1 zoning districts. Specifically, applicants seek minor subdivision approval to remove a 60 foot wide strip of land at the southernmost portion of the SFA property at 312 Route 38 and add it to the northern portion of the Township property at 307 Harper Drive. Further, SFA seeks variance approval from the provisions of Article XXIII, Section 180-73F(2) to permit a reduced number of parking spaces; from Article XX, Section 180-63C(2) to permit reduced parking lot set back; from Section 180-

63D(2) to permit reduced landscape buffer; from Section 180-63D(4) to permit a reduced berm buffer; and, from Section 180-63C(1)(a) and Section 180-84 to permit the drive-through/office conversion to accessory garage and storage space within the required accessory building front yard set back area together with amended site plan approval to permit the aforementioned conversion; and,

WHEREAS, due notice was given by the applicant in accordance with statute by publication and by certified mail to all property owners within 200 feet of the premises, more than 10 days before the date of the initial hearing; and,

WHEREAS, the Moorestown Planning Board having heard the testimony of applicant's Engineer Mark Malinowski, PE, SFA principal Jeff Schneider, Planning Board Planner, Michelle Taylor, P.P., A.I.C.P. CNU-A, Planning Board Engineer Christopher Noll, PE, CME, PP and member of the public David Barry, and having further considered the arguments of Township counsel, Kevin Aberant, Esquire and SFA counsel Brian Lozuke, Esquire, as well as the minor subdivision, site plan, bulk variance and waiver application and the exhibits submitted in connection therewith, the Board finds as follows:

FINDINGS OF FACT

1. The Township is the owner of property located at 307 Harper Drive designated as Block 3201, Lot 3 on the Moorestown Township Tax Map. Said premises are 3.12 acres in size and are located in the AMF-1 District. SFA is the owner of property located at 312 Route 38 designated as Block 3201, Lot 4 on the Moorestown Township Tax Map. Said premises are 8.4 acres in size and

located in the SRC-1 District. Said properties are contiguous to one another with the southern boundary of Lot 4 abutting the northern boundary of Lot 3.

2. Lot 4 is bounded by Route 38 to the north beyond which is Strawbridge Lake Park, East Gate Drive to the south and commercial office park development to the east. Lot 3 is bounded by Lot 4 to the north, East Gate Drive to the west, Harper Drive to the south and commercial office park development to the east. Across East Gate Drive is the north branch of Pennsauken Creek beyond which are retail sales and service uses and the Moorestown Mall.

3. The Township property is unimproved. The property owned by SFA is improved with a two story masonry office building, parking lot and associated site improvements including an accessory building set back 26.7 feet from East Gate Drive midway between the northern and southern boundaries of the SFA property. The building was originally used for a three lane banking drive-through purpose. The main building and the three lane drive-through were previously approved for a zoning permit in 1972 by the Township and in 1981 the Moorestown Planning Board permitted the enclosure of 500 square feet of one of the three drive-through lanes to be utilized for walk-in banking purposes. Since that time, drive-through banking was discontinued and the structure has been used for accessory storage and garage space.

4. The applicants propose to adjust the lot line between Tax Lots 3 and 4 by moving the lot line between them 60 feet to the north. This will expand the area of Lot 3 to enable it to meet anticipated future affordable housing parking and site development needs and will coincide with the amendment of the AMF-1 Zoning Ordinance to expand it to include the portion of property to be subdivided

from Lot 4. Said ordinance amendment has been adopted by the Township Council on first reading on February 24, 2020. As subdivided, Lot 3 will be increased to 3.68 acres and Lot 4 will be reduced to 7.84 acres.

5. The December 2019 Land Use Plan and December 2019 Housing Element and Fair Share Plan components of the Moorestown Master Plan, designate Lot 3 for affordable housing. The site is proposed for development of 75 units of 100% affordable rental housing. The Housing Element provides for 50 parking spaces on Lot 4 to be utilized to meet the needs of the affordable housing development on Lot 3. The within minor subdivision will enable Lot 3 as expanded, to meet its own parking needs on site.

6. The proposed reduction in the size of Lot 4 will impact the ability of Lot 4 to satisfy the number of parking spaces required by Article XXIII of the Moorestown Zoning Ordinance regulating parking. At Section 180-73F(2) thereunder, the 77,843 square foot two story office building generates a parking demand at 1 space per 200 square feet of floor area of 389 spaces. A total of 379 spaces are currently provided. The 60 foot strip of land to be excised from Lot 4 contains 67 paved parking spaces at the southernmost portion of the parking lot on Lot 4. This will reduce the number of parking spaces on Lot 4 to 312. Currently, 60% of the building on site is vacant and an average of 125 parking spaces are utilized on a daily basis. Data from the International Traffic Engineers, a national resource commonly relied upon by traffic experts to guide parking projections, would indicate that 214 spaces would be sufficient to meet the needs of a fully occupied office building and 262 spaces would be sufficient

for medical office use to enable the building to operate efficiently from a traffic standpoint.

7. The movement of the boundary line between Lots 3 and 4, 60 feet northward will eliminate on Lot 4; (a) the 25 foot side yard set back required by Article XX of the Moorestown Zoning Ordinance at Section 180-63C(2) of said ordinance; (b) the landscaped 25 foot wide buffer area required along the new property line by Section 180-63D(2); and, (c) space for landscaped buffering requirements including landscaping, material, berms, fences or walls required by Section 180-63D(4). This is because the southern end of the parking lot on Lot 4 will now be adjacent to the boundary line between Lots 4 and 3.

8. The improvements on Lot 4 are all existing conditions. The change of use of the structure on Lot 4, from a component of the main banking use, to an accessory structure for garage and storage use, triggers the applicability of bulk requirements for an accessory structure and requires site plan approval for the conversion of the drive-through/office structure to the garage and storage accessory building. Article XXV of the Moorestown Zoning Ordinance at Section 180-84 requires accessory buildings to be located to the rear of the front line of the main building. The front line of the main building is set back 127.8 feet from East Gate Drive. The structure to be converted into an accessory garage and storage building is set back 26.7 feet from East Gate Drive. Accordingly, as an accessory building in front of the front line of main building, front yard set back relief will be necessary to permit said structure to remain at its current location.

9. Applicants seek waivers from the Moorestown Township Minor Site Plan Checklist requirements for the submission of a Letter of Interpretation (LOI),

from NJDEP; a topographic contour map showing existing and proposed conditions; soil testing as required by Section 158-15.1 and proof of compliance with Chapter 160, Preservation and Restoration of Existing Vegetation. All of the aforementioned waivers area recommended by the Planning Board Engineer since there is no development proposed at this time and the only change in Lot 4 will be the shifting northward of its southerly lot line and the consequential removal of the paved parking spaces that existed on the southern portion of Lot 4 to be transferred to the northern portion of Lot 3. Applicant SFA has agreed to pave and re-stripe the parking spaces along the new southern boundary of its parking lot as needed subject to the approval of the Planning Board Engineer.

10. Applicant SFA has agreed to relocate to new Lot 4 the three light fixtures currently located on the portion of property to be transferred from Lot 4 to Lot 3 and to take no action to disrupt the existing southwestern storm water flow across Lot 4 until an adequate plan has been submitted by said applicant and approved by the Planning Board Engineer for the management of storm water drainage from Lot 4, and implemented.

11. The Moorestown Planning Board has considered the following documents in connection with the subject application:

- A. Application for Land Development (joint) dated 2-6-20 for Minor Site Plan, Minor Subdivision, Submission Waivers and Bulk Variance Relief.
- B. Subdivision Plan and Minor Site Plan prepared by Stout and Caldwell Engineers Inc. dated 2-5-20.
- C. ERI report letter (4 pages) dated 2-28-20, revised 3-2-20, signed by Chris Noll, PE CME PP.
- D. ERI memorandum (2 pages) dated 2-28-20, signed by Chris Noll, PE CME PP.

- E. Taylor Design Group report letter (4 pages) dated 3-4-20 signed by Michelle Taylor, P.P., A.I.C.P. and Scott Taylor, PP, CLA.

Any and all other items of documentation and representations made by applicant and submitted to the Planning Board and presented to the Planning Board at the public hearings held in this on March 5, 2020.

12. The Moorestown Planning Board finds that the within application for minor subdivision, minor site plan, bulk variance and waiver relief is complete and in compliance with the procedural requirements of the local ordinance subject to the aforesaid variance and waiver relief recommended as herein set forth. Further, the application meets the standards established by the Municipal Land Use Law for minor subdivision and site plan approval subject to the conditions hereinafter set forth.

CONCLUSIONS OF LAW

1. The Moorestown Township Planning Board has jurisdiction over the within application for minor subdivision and site plan approval together with bulk variance and waiver relief pursuant to the provisions of N.J.S.A. 40:55D-46.1, N.J.S.A. 40:55D-47, N.J.S.A. 40:55D-51 and N.J.S.A. 40:55D-60.

2. Applicants have demonstrated that the positive criteria for bulk variance relief to permit reduced parking and front yard set back relief for the accessory structure on Lot 4 together with the buffer relief required as a result of a movement of the property line between Lots 3 and 4 incident to the minor subdivision, has been established by a preponderance of the competent, credible evidence. This is because applicants have demonstrated that granting the

requested relief will advance the purposes of the Municipal Land Use Law by benefitting the general welfare. The relief requested will provide the Township with sufficient space on an expanded Lot 3 to address the parking needs accessory to the affordable housing proposed for the site. This will promote the public health, safety, morals and general welfare by enabling the Township to advance the goals of the Township Master Plan by meeting the affordable housing obligations of the municipality at a site designated for affordable housing in the December 2019 Land Use Plan and Housing Element and Fair Share Plan components of the Township Master Plan. This is a better zoning solution for the site than the strict application of the zoning regulations applicable to Lot 4 in the SRC-1 District which would prohibit any reduction in parking spaces and require the maintenance of a buffer thereby impairing the ability to develop Lot 3 for affordable housing and meet its on site parking needs. Further, the benefits resulting from the relief granted to enable the maintenance of parking on Lot 4 at a reduced set back and buffer adjacent to the parking area, stormwater basin and buffer area development anticipated for Lot 3 in proximity to the boundary line between the two lots will substantially outweigh any detriment that may be deemed to result therefrom.

3. Applicants have also established hardship by a preponderance of the competent, credible evidence as a basis for bulk variance relief with regard to the location of the accessory garage and storage structure in the front yard area of Lot 4. This is because the structure exists at its current location by virtue of municipal approvals previously granted. Its non-conformity results only due to the applicability of set back requirements triggered by its change of status

from a primary structure functioning in connection with the original banking use to an accessory support structure used for garage and storage purposes incident to the main building on the site. It would be a hardship upon the applicants to require either moving said accessory structure back to meet set back requirements, which would thereby further decrease the number of parking spaces, or requiring its demolition. Accordingly, applicants have satisfied the positive criteria for bulk variance relief on the basis of hardship.

4. The variance relief requested herein can be granted without substantial detriment to the public good and without substantial impairment to the intent and purpose of the zone plan and zoning ordinance.

5. The Moorestown Township Planning Board imposes the following terms and conditions on the relief hereinafter granted:

- A. Applicant SFA shall relocate the three lights located on Lot 4 onto the parking area on said lot subject to the approval of the Planning Board Engineer.
- B. Applicant SFA shall subject an adequate plan for the management of storm water flow across and from Lot 4 subject to the approval of the Planning Board Engineer and shall do nothing to disrupt the existing stormwater flow across Lot 4 until said plan is implemented.
- C. Applicant SFA shall repave and restripe the parking spaces adjacent to the new southern boundary line of Lot 4 subject to the approval of the Planning Board Engineer.
- D. Applicants shall comply with the requirements and recommendations contained in the 2-28-20 report letter of ERI, revised on 3-2-20, subject to the relief herein granted.
- E. Applicants shall comply with the requirements and recommendations contained in the Taylor Design Group report letter of 3-4-20 with the exception of subsection D (Zoning Requirements 1(a) through (c) which shall be deferred pending the submission of site plan improvements for Lot 3, subject to the relief herein granted.

- F. Applicants shall be required to pay all escrows and fees prior to the issuance of any required permit.
- G. Applicants shall perfect minor subdivision by deed subject to the approval of the Planning Board Solicitor and Engineer.
- H. Applicants shall secure any and all other permits and approvals that may be required.

NOW, THEREFORE BE IT RESOLVED, by the Planning Board of the Township of Moorestown, that on motion duly made by Melissa Arcaro Burns and duly seconded by Ryan Vander Wielen, to grant minor subdivision approval to permit the proposed lot line adjustment together with bulk variance relief incident thereto from Section 180-73F(2) to permit reduced parking to be not less than 214 spaces for office use and 262 spaces for medical office and any other use currently permitted in the SRC-1 zoning district with the condition that best efforts will be made to maintain 312 parking spaces with practical consideration being given to the provision of adequate drive aisles and landscaped strips for the location of light fixtures; and, from Section 180-63C(2) to permit a reduced side yard on Lot 4; and, from Section 180-63D(2) and (4) to permit reduced landscaped and bermed buffer, respectively, on Lot 4 contiguous to its boundary with Lot 3, and minor site plan approval to permit the conversion of the former drive-through and walk-in bank facility to garage and storage use, the exterior modification incident thereto, together with accessory structure front yard set back relief from Section 180-63C(1)(a) and Section 180-84 and waiver relief for the submission requirements for: (a) an LOI for NJDEP; (b) topographic contours; (c) soil testing; and (d) proof of Chapter 160 compliance; all in accordance with the provisions set forth in the Findings of Fact and Conclusions of Law, be and the same are hereby GRANTED subject to compliance with the conditions set forth in the Findings of Fact and Conclusions of Law, be and the same is hereby granted, all for the reasons hereinabove set forth. The above land use relief was granted by an 8 to 0 vote of the Moorestown Planning Board at a meeting held on March 5, 2020.

IN FAVOR: Christopher M. Chesner, Douglas M. Joyce Christopher J. Locatell, John Logue, David Zipin, Ryan Vander Wielen, Dianne Walker, Melissa Arcaro Burns

OPPOSED: none

CERTIFICATION

This Resolution of Memorialization being adopted by action of the Planning Board of the Township of Moorestown on this 14th day of MAY, 2020 is a true copy of the action taken by the Moorestown Township Planning Board at its meeting held March 5, 2020.


ANTHONY J. ZAPPASODI, Secretary

RESOLUTION NO. PB 27-2020

MOORESTOWN TOWNSHIP PLANNING BOARD

DOCKET #PB-2020-04 MOORESTOWN HOUSING ASSOCIATES

A RESOLUTION GRANTING PRELIMINARY AND FINAL SITE PLAN APPROVAL WITH BULK VARIANCE RELIEF FROM PARKING LOT DESIGN REQUIREMENTS, WAIVER RELIEF AND DE MINIMIS EXCEPTION RELIEF FROM RESIDENTIAL SITE IMPROVEMENT STANDARDS TO PERMIT A FOUR STORY SEVENTY-SIX UNIT AFFORDABLE HOUSING STRUCTURE FOR PREMISES IN THE AFFORDABLE MULTI-FAMILY RESIDENCE HOUSING DISTRICT 1 (AMF-1)

WHEREAS, on July 23, 2020, the Township of Moorestown Planning Board held a virtual public hearing in connection with the joint application of the MOORESTOWN HOUSING ASSOCIATES, LLC for premises located at 307 Harper Drive in the Affordable Multi-Family Residence -1 District (hereinafter referred to as AMF-1); and,

WHEREAS, applicant seeks preliminary and final site plan approval for a four story seventy six unit affordable housing apartment building and bulk variance relief from the provisions of Article XXIII, Section 180-73, paragraph J(5) of the Moorestown Township Zoning Ordinance to permit parking spaces exceeding fifteen (15) in a row without an intervening planting area, together with de minimis exception relief from residential site improvement standards to permit less than 1.5 parking spaces per unit, and waiver relief from submission requirements for premises in AMF-1; and,

WHEREAS, due notice was given by the applicant in accordance with statute by publication and by certified mail to all property owners within 200

feet of the premises, more than 10 days before the date of the initial hearing;
and,

WHEREAS, the Moorestown Planning Board having heard the testimony of Noah Frieberg, Senior Development Officer with applicant's developer Pennrose, applicant's Engineer Bill Parkhill, Architect Jacqueline Camp, Traffic Engineer Andrew Feranda and Planner Paul Grygiel and having considered the testimony of the Planning Board Engineer Christopher Noll, PE, CME, PP, Planning Board Planner, Michelle Taylor, P.P., A.I.C.P. and Landscape Architect Scott Taylor, P.P. C.L.A., and having further considered testimony of member of the public Gregory Newcomer, as well as the arguments of applicant's counsel, Richard Roy, Esquire, as well as the application and the exhibits submitted in connection therewith, and no one appearing in opposition thereto, the Board finds as follows:

FINDINGS OF FACT

1. Applicant is the developer of property located at 307 Harper Drive designated as Block 3201, Lot 3 on the Moorestown Township Tax Map. The property is owned by the Township of Moorestown which has consented to the within application. It is the intent of the Township of Moorestown to convey the property to the applicant. Said premises are located in the AMF-1 District.

2. Moorestown Township and Fair Share Housing Center have engaged in litigation to determine the extent of Moorestown's affordable housing obligations. In implementation of the Settlement Agreement reached by the parties, Moorestown in 2019 revised the Housing Element of its Master Plan to include the designation of the subject site for use as a seventy-five unit 100%

affordable family rental housing development. Originally, the Housing Element provided for a portion of Lot 4 contiguous to the northern border of Lot 3 to be utilized to meet the anticipated parking needs of Lot 3. However, a subdivision to adjust the lot line dividing Lot 3 and 4 was subsequently done which shifted a .56 acre portion from Lot 4 along its southern border to Lot 3 thereby increasing Lot 3 from 3.12 acres to its current 3.68 acre size. This gives Lot 3 enough space to meet the AMF-1 parking requirements for the proposed development on site.

3. The 3.68 acre site is roughly rectangular in shape. It is located at the northeast corner of the intersection of East Gate Drive and Harper Drive with 294.26 feet of frontage on the east side of Eastgate Drive, 381.24 feet of frontage on the north side of Harper Drive and an arc distance frontage of 50.90 feet at the intersection. The site is unimproved and contains open fields and wooded wetlands.

4. The uses which surround the subject parcel are commercial in nature with office development to the north, east and south. Across Eastgate Drive to the west is the north branch of the Pennsauken Creek, beyond which are retail sales and service uses in strip development along the east side of Nixon Drive, beyond which is the Moorestown Mall.

5. Applicant proposes to construct a four-story affordable housing complex containing seventy-five affordable housing units plus one unit for an onsite superintendent. In compliance with applicable affordable housing requirements the structure will contain fifteen (20%) one bedroom units, forty-

two (55%) two bedroom units (including the superintendent's unit) and nineteen (25%) three bedroom units.

6. The proposed apartment structure will be "L" shaped facing Eastgate Drive with the foot of the "L" being 222 feet in length and set back from Eastgate Drive at its western end, 35.6 feet at its closest point and from Harper Drive in a west to east direction from 37.1 feet at its intersection with Eastgate Drive to 56.9 feet at its eastern end. The "foot" will be 62.2 feet in width and from that "foot" the "stem" of the structure will extend 196 feet perpendicular to same at its eastern end at a width of 62.4 feet. The northern end of the stem will be set back approximately 175.9 feet from Eastgate Drive, 96.7 feet from the northerly boundary of the lot and 155.5 feet from its easterly boundary line. A porous paved parking lot for ninety-six vehicles is proposed between the east side of the building and the easterly property line with access provided to and from the lot from Harper Drive immediately east of the structure by separate driveways for entry and exit divided by a curbed traffic island. A site identification sign will be located on the traffic island separating the parking lot entry and exit drives at a set back of no less than 20 feet from Harper Drive. There will be a concrete sidewalk along Eastgate and Harper Drives which will continue around the perimeter of the structure and around a detention basin to be constructed between Eastgate Drive and the north end of the proposed structure. Pipes under the parking lot will drain stormwater into the detention basin. A crosswalk will be provided at the intersection between the southern side of the lot and the northwest corner of the lot directly across Harper Drive which will be connected by sidewalk to a crosswalk to be provided between said corner and the southwest

corner of the intersection. Between the structure and the detention basin will be an exterior community plaza contiguous to an interior community room at the base of the "stem" facing Eastgate Drive with a tot lot and recreation area between the building and the detention basin. Landscaping consisting of shrubbery, trees and street trees, will be provided along Eastgate and Harper Drives and along the eastern and northern borders of the property. The storm pipe on the northern border will be relocated so as not to impact the landscaping. The wetlands area in the northwest corner of the site will remain undisturbed. Trash compactors and dumpsters will be maintained inside the building with dumpsters to be rolled out for trash pick up and then brought back inside. A superintendent will reside at the site and a property manager will be present during regular business hours.

7. Less than 100 traffic trips per hour will be generated by the proposed affordable housing apartments which will categorize the improvement as a minor traffic generator in accordance with New Jersey Department of Transportation standards. Thus, the apartment building will not generate a significant amount of traffic and will have a minor impact on the existing roadway network. The number of parking spaces provided will be sufficient to meet the needs of the seventy-six unit complex.

8. Article XIA, of the Moorestown Zoning Ordinance, at Section 180-33.2.D(8) regulates on site parking in the AMF-1 District and requires 1.25 spaces per dwelling unit. Applicant proposes ninety-six spaces which meets the ordinance standards. However, Residential Site Improvement Standards (RSIS) require 1.5 spaces per dwelling unit for garden apartments. The proposed 76

unit complex would therefore require 114 parking spaces. A de minimis exception from RSIS standards is required. This exception is warranted in light of the lower demand for on site parking generated by affordable housing occupants, the existence of a bus stop at the intersection making public transportation easily available and applicant's data compiled from its other affordable housing sites, demonstrating a need for on site parking of 1.03 spaces per unit.

9. Applicant's site plan is designed with five rows of parking three of which contain 21, 23, and 33 consecutive parking spaces. Article XXIII, of the Moorestown Zoning Ordinance, at Section 180-73 regulates on site parking in the Township and at paragraph J, subsection (5) thereunder requires parking lots to be designed so that not more than 15 parking spaces are placed in a continuous row without an intervening planting area of at least 100 square feet. Site constraints, however, dictate the elimination of planting areas from the parking lot since their inclusion would take away area otherwise available for needed parking spaces and detract from the space available for landscaping around the site perimeter. Further, providing the planting areas and meeting parking requirements without impacting landscaping and proposed recreational amenities would leave a smaller area available for the structure and dictate its redesign with less than the number of affordable housing units needed to meet the Township's obligations.

10. Applicant seeks a waiver from the requirement that a current letter of interpretation (LOI) from the New Jersey Department of Environmental Protection must be submitted with an application for major site plan approval.

Applicant has an LOI application pending and has agreed to provide the LOI it receives upon receipt. The Planning Board Engineer recommends that a waiver of this submission requirement be granted.

11. Applicant has consented to comply with the provisions of the report letter of Taylor Design Group dated June 8, 2020, subject to the relief herein granted.

12. Applicant has consented to comply with the provisions of the report letter of Environmental Resolutions Inc., dated June 18, 2020, subject to the relief herein granted.

13. Applicant has consented to provide in lieu of a 24 foot wide fire lane around the building, a 4 foot wide stabilized/reinforced path located between 10 feet and 15 feet from the building in compliance with comment #7.b of the June 15, 2020 memorandum of Fire Official Matthew Orsini.

14. Applicant has consented to revise its architectural proposal to include a prominent cornice treatment so that the façade of the structure does not present a flat appearance from ground level to the top of same.

15. Applicant has consented to submit a lighting plan acceptable to the Planning Board Engineer and Planner.

16. The Moorestown Planning Board has considered the following documents in connection with the subject application:

A. Preliminary and final Major Site Plan for Harper Apartments, as prepared by MidAtlantic Engineering Partners, LLC, dated May 18, 2020 in support of the subject project:

- (1) Title Sheet, Sheet 1 of 14.
- (2) Existing Conditions & Demolition Plan, Sheet 2 of 14.
- (3) Geometry, Signage & Striping Plan, Sheet 3 of 14.

- (4) Grading Plan, Sheet 4 of 14.
- (5) Utility Plan, Sheet 5 of 14.
- (6) Profiles, Sheet 6 of 14
- (7) Landscape Plan, Sheet 7 of 14.
- (8) Lighting Plan, Sheet 8 of 14.
- (9) Lighting & Landscape Details, Sheet 9 of 14.
- (10) Soil Erosion & Sediment Control Plan, Sheet 10 of 14.
- (11) Soil Erosion Sediment Control Details, Sheet 11 of 14.
- (12) Construction Details, Sheets 12 to 14 of 14.

B. Architectural Plans for Moorestown Family Apartments, as prepared by Wallace Roberts & Tod, LLC, dated May 18, 2020, in support of the subject project:

- (13) Floor Plans, SD-101, Sheet 1 of 5.
- (14) Floor & Roof Plans, SD-102, Sheet 2 of 5.
- (15) Exterior Elevations, SD-103, Sheet 3 of 5.
- (16) Axonometric Views, SD-104, Sheet 4 of 5.
- (17) Renderings, SD-105, Sheet 5 of 5.

C. Boundary, Topographic & Wetlands Mapping Plan for Block 3201; Lot 3, as prepared by MidAtlantic Engineering Partners, LLC, dated February 28, 2020.

D. Preliminary and Final Major Site Plan for Harper Apartments Truck Turning Template, 2 sheets, as prepared by MidAtlantic Engineering Partners, LLC, dated May 18, 2020.

E. Stormwater Management Report for Harper Apartments, as prepared by MidAtlantic Engineering Partners, LLC, dated May 15, 2020.

F. Operations & Maintenance Manual for Stormwater Management Facilities for Harper Apartments, as prepared by MidAtlantic Engineering Partners, LLC, dated May 15, 2020.

G. Stormwater Management Data Report for Proposed Residential Rental Building Moorestown, NJ, as prepared by Terracon Consultants, Inc., dated May 18, 2020.

H. Traffic Analysis Letter for Pennrose Residential Development, as prepared by Shropshire Associates, LLC, dated May 14, 2020.

- I. Environmental Impact Report for Harper Apartments, as prepared by MidAtlantic Engineering Partners, LLC, dated May 14, 2020.
- J. Township of Moorestown Land Development Application and Completed Site Plan Checklist, dated May 20, 2020.
- K. Township of Moorestown Subdivision of Land, Minor Subdivision Checklist and Site Plan Checklist.
- L. Cover Letter and Completed NJDEP DLUR application for Freshwater Wetlands LOI Verification dated May 20, 2020.
- M. Review Letter for Harper Apartments, prepared by Martin Pratt, Moorestown Utilities Superintendent, dated June 3, 2020.
- N. Phase I Environmental Assessment for Block 3201, Lot 3, Moorestown, Burlington County, New Jersey, as prepared by Property Solutions, Inc., dated September 20, 2018.
- O. Moorestown Fire Official Matthew Orsini memorandum (2 pages) dated June 15, 2020.
- P. Moorestown Appearance Committee Comment Form (2 pages) dated June 26, 2020.
- Q. Moorestown Tax Assessor Michael Bernardin memo dated July 1, 2020.
- R. Application for Preliminary and Final Site Plan Approval submitted by Moorestown Housing Associates LLC dated May 15, 2020 and filed on May 20, 2020.
- S. Environmental Resolutions Inc. report letter (9 pages) dated June 18, 2020, signed by Christopher J. Noll, PE, CME, PP.
- T. Taylor Design Group letter (6 pages) dated June 8, 2020, signed by Michelle Taylor, PP, AICP and Scott D. Taylor, LLA, AICP, PP, LEED AP.
- U. Moorestown Environmental Advisory Committee minutes of June 20, 2020.

Any and all other items of documentation and representations made by applicant and submitted to the Planning Board and presented to the Planning Board at the public hearing held in this matter on July 23, 2020.

17. The Moorestown Planning Board finds that the within application for preliminary and final major site plan, bulk variance, waiver and RSIS de minimis exception relief is complete and in compliance with the procedural requirements of the local ordinance subject to the aforesaid variance, exception and waiver relief requested as herein set forth. Further, the application meets the standards established by the Municipal Land Use Law for preliminary and final major site plan approval subject to the conditions hereinafter set forth.

CONCLUSIONS OF LAW

1. The Moorestown Township Planning Board has jurisdiction over the within application for preliminary and final major site plan, bulk variance, waiver and RSIS de minimis exception relief pursuant to the provisions of N.J.S.A. 40:55D-46, N.J.S.A. 40:55D-50, N.J.S.A. 40:55D-60A, N.J.S.A. 40:55D-70C and N.J.A.C. 5:21-4.14.

2. Applicant has established the positive criteria for bulk variance relief by a preponderance of the competent, credible evidence. This is because the proposed project, with the exception of the minimal bulk variance relief to be granted from parking lot design requirements meets all of the ordinance requirements applicable in the AMF-1 District. Further, the de minimis exception relief from RSIS standards is justified given applicant's compliance with the number of off street parking spaces required by Moorestown Parking Ordinance and the parking needs for affordable housing that have been demonstrated by

the applicant. In addition, the proposed project will satisfy the Township's Third Round Fair Share Housing obligation for the development of the subject property in accordance with the settlement entered In The Matter of the Application of the Township of Moorestown County of Burlington, Docket No. BUR L-001604-15.

3. The proposed parking lot variance relief is rendered necessary by the size of the parcel and the scale of the proposed facility as designed to meet the Township's affordable housing obligation for the site. The project promotes the public health, safety, and general welfare, promotes the establishment of appropriate population density consistent with applicable zoning, is an appropriate location for residential use, and promotes a desirable visual environment through creative design. Further, the benefit to be obtained from the elimination of parking lot plantings and the additional development area resulting therefrom, which supports the scale of the facility substantially outweighs any detriment that may be deemed to result from same. Accordingly, applicant has established by a preponderance of the competent, credible evidence that the positive criteria for variance relief have been satisfied by advancing the purposes of the Municipal Land Use Law.

4. The variance relief sought by applicant can be granted without substantial detriment to the public good for the reasons hereinabove set forth and in the Findings of Fact and without substantial impairment to the intent and purpose of the zone plan and zoning ordinance given the consistency of the proposed project with applicable zoning and with the Housing Element of the Master Plan.

5. The de minimis exception relief sought by applicant from the 114 total number of parking spaces required by RSIS standards in order to permit the 96 spaces that are proposed, can be granted given the decreased vehicular usage demonstrated by applicant based on the parking needs of affordable housing occupants and the availability of alternate public transportation. Because of the conditions pertaining to the land in question and the proposed improvements enforcement of the RSIS parking space requirements from which applicant has sought de minimis exception relief is impractical and would exact undue hardship.

6. Given applicant's pending LOI application and consent to submit LOI upon its receipt, it would be impractical and a hardship upon applicant to require submission of an LOI with the subject application. Accordingly, a waiver is warranted.

7. The Moorestown Township Planning Board incorporates herein the Findings of Fact to the extent that they may be deemed Conclusions of Law.

8. The Moorestown Township Planning Board imposes the following terms and conditions on the relief hereinafter granted:

- A. Applicant shall comply with the requirements and recommendations contained in the ERI letter dated June 18, 2020, subject to the relief granted herein.
- B. Applicant shall comply with the requirements and recommendations contained in the June 8, 2020 Taylor Design Group review letter, subject to the relief granted herein.
- C. Applicant shall address the concerns of the Moorestown Environmental Advisory Committee as expressed in the minutes of its June 18, 2020 meeting.

- D. Applicant shall comply with the requirements contained in the Moorestown Fire Official letter dated June 15, 2020 subject to condition E hereafter.
- E. Applicant shall provide in lieu of a 24 foot wide fire lane around the building a 4 foot wide stabilized/reinforced path located between 10 feet and 15 feet from the building in compliance with comment #7.b of the June 15, 2020 memorandum of Fire Official Matthew Orsini.
- F. Applicant shall comply with the comments of the Moorestown Appearance Committee contained in its June 26, 2020 comment form subject to the variance relief herein granted.
- G. Applicant shall revise its architectural proposal to include a prominent cornice treatment so that the façade of the structure does not present a flat appearance from ground level to the top of same.
- H. Applicant shall submit a lighting plan acceptable to the Planning Board Engineer and Planner.
- I. Applicant shall submit performance and maintenance bonds as calculated by the Planning Board Engineer.
- J. Applicant shall move the proposed identification sign location closer to Harper Drive at a site not closer than 20 feet from the right-of-way subject to the approval of the Planning Board Planner.
- K. Applicant shall comply with the water service and utility comments of Martin Pratt and Doug Nims in their memo dated June 3, 2020.
- L. Applicant shall be required to pay all escrows and fees prior to the issuance of any building permit.
- M. Applicant shall submit copies of all permits it receives from any other government agency to the Planning Board.
- N. Applicant shall submit a revised site plan to the Planning Board, its Engineer and Planner, incorporating all required modifications by the Planning Board professionals with a letter from applicant's engineer identifying all modifications made to address the conditions set forth therein in the comments of the Planning Board's professionals.

- O. Applicant shall comply with all representations made to the Planning Board during the course of the public hearing held in the matter on July 23, 2020.
- P. Applicant shall secure all other permits and approvals to the extent same may be required including but not limited to:
 - (1) Burlington County Soil Conservation District
 - (2) Moorestown Fire Official
 - (3) Moorestown Environmental Advisory Committee
 - (4) Moorestown Public Works
 - (5) NJDEP – LOI
 - (6) NJDEP – BWSE
 - (7) NJDEP - TWA

NOW, THEREFORE BE IT RESOLVED, by the Planning Board of the Township of Moorestown, that on motion duly made by Robert P. Musgnug and duly seconded by Christopher M. Chesner, to grant:

- (1) preliminary and final major site plan approval subject to compliance with the representations made by applicant, the Findings of Fact and the conditions set forth in the Conclusions of Law herein;
- (2) bulk variance relief from the provisions of Article XXIII, Section 180-73.J(5) to permit parking rows of 21, 23, and 33 spaces without an intervening planting area;
- (3) a de minimis exception from the RSIS 1.5 car per dwelling unit parking space requirement in order to permit 1.25 spaces per unit;
- (4) waiver relief from the requirement than an LOI be submitted concurrently with the subject application;

all in accordance with the provisions set forth in the Findings of Fact and Conclusions of Law, and subject to compliance with the conditions set forth in the Findings of Fact and Conclusions of Law, be and the same are hereby GRANTED for the reasons hereinabove set forth.

The above land use relief was granted by a 9 to 0 vote of the Moorestown Planning Board at a meeting held on July 23, 2020.

ROLL CALL VOTE:

IN FAVOR: Thomas J. Merchel, Christopher M. Chesner, Brian Donnelly, Robert P. Musgnug, John Logue, David Zipin Ryan Vander Wielen, Dianne Walker, Melissa Arcaro Burns

OPPOSED: none

CERTIFICATION

This Resolution of Memorialization being adopted by action of the Planning Board of the Township of Moorestown on this 13th day of August, 2020 is a true copy of the action taken by the Moorestown Township Planning Board at its meeting held July 23, 2020.


NANCY W. JAMANOW, Secretary

Appendix U

Sbar Boulevard Letter

DOMENICA FOUNDATION INC.

November 27, 2019

Thomas Neff, Township Manager
Township of Moorestown
111 West 2nd Street
Moorestown, NJ 08057

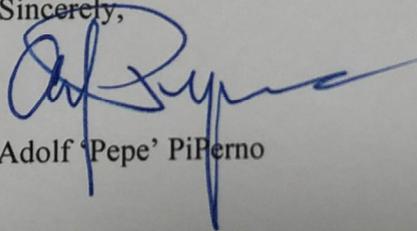
**RE: Sbars Boulevard
Block 100: Lots 1.01, 1.02, 1.03, 1.05, 1.06, and 1.07
Family Rental Development
184 Total Rental Apartments / 37 Affordable Family Rental**

Dear Mr. Neff:

Please accept this letter as confirmation that I am firmly committed to providing family rental housing to both the market-rate and affordable housing component of the above captioned inclusionary development effort.

I look forward to working with you and your team to bring high quality rental housing options to the Township of Moorestown for families of low and moderate incomes.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Adolf PiFerno', with a long horizontal flourish extending to the right.

Adolf 'Pepe' PiFerno

Appendix V

Land Resource Solutions Approvals

RESOLUTION ZBA #2014-22A

A RESOLUTION GRANTING USE VARIANCE RELIEF TO PERMIT A MULTI-FAMILY STRUCTURE CONTAINING TWENTY-SIX RESIDENTIAL LIVING UNITS AT AN INCREASED DENSITY AND TO PERMIT AN ADJACENT LOT TO BE PRINCIPALLY UTILIZED FOR PARKING AND STORM WATER MANAGEMENT IN SUPPORT OF THE AFOREMENTIONED RESIDENTIAL LIVING UNITS AND FOR A POCKET PARK ALL IN THE LENOLA TOWN CENTER (LTC) DISTRICT

WHEREAS, on December 18, 2018 and January 15, 2019, the Township of Moorestown Zoning Board of Adjustment held public hearings in connection with the variance application of LAND RESOURCE SOLUTIONS, LLC, for premises located at the intersection of Camden and Cottage Avenues identified as 121-125 West Camden Avenue on the northeast corner of the aforesaid intersection and premises identified as 201 West Camden Avenue on the northwest corner of said intersection, in the Lenola Town Center District (hereinafter referred to as LTC District); and,

WHEREAS, applicant seeks use variance relief from the provisions of Article XXI, Section 180-65, paragraph E(1) to permit a twenty-six unit multi-family residential apartment structure on one lot and a parking lot and stormwater management basin principal use on a separate lot, together with relief from the provisions of Section 180-65.1, paragraph A, to permit an increase in density in the LTC District; and,

WHEREAS, the subject application includes multiple forms of bulk variance relief to address buffering, screening and landscaping requirements, which request for said relief was bifurcated from the application during the course of the proceedings, said relief to be timely pursued if and when the Board grants the use variance relief requested above; and,

WHEREAS, due notice was given by the applicant in accordance with statute by publication and by certified mail to all property owners within 200 feet of the premises, more than 10 days before the initial date of the hearing; and,

WHEREAS, the Moorestown Zoning Board of Adjustment having heard the testimony of Jeffrey Dey, sole owner of Resource Renewal, LLC, the majority owner of applicant's Land Resource Solutions, LLC and Managing Member of the applicant, Architect Robert Cogan, Planner James Miller, Traffic Engineer David Horner, Engineering Assistant Matthew Walsh, and Zoning Board of Adjustment Professionals Engineer Planner Michelle Taylor, P.P., A.I.C.P., Engineer William Long, and members of the public Dolores Wolfram, Mike Wolfram, Moorestown Environmental Advisory Committee Representative Joan Ponessa, Michael Babcock, Mike Dellpriscoli, Kathy Logue, Wendy Carty, Joyce Dellpriscoli, Colleen Wolfram, Elizabeth Casel-Dubner and Planner Barbara Allen Woolley-Dutton, and having considered the arguments of applicant's counsel Jeffrey Baron, Esquire, and having further considered the variance application and exhibits submitted in connection therewith, the Board finds as follows:

FINDINGS OF FACT

1. Applicant is the contract purchaser of premises located at 121-125 West Camden Avenue, being described as Block 1102, Lots 40 and 44, on the Moorestown Tax Map. Said property is owned by West Camden Avenue LP, which has indicated its consent to the application as evidenced by the signature of its Managing Member Jeffrey Dey. Applicant is also purchasing 201 West Camden Avenue, being described as Block 1100, Lots 12 through 16, on the Moorestown Tax Map. Said property is owned by LRS 201 Camden LLC, which has indicated its consent to the application as evidenced by the signature of its Managing Member Jeffrey Dey. Said properties are located in the LTC District.

2. The two assemblages of lots flanking the east and west sides of Cottage Avenue at its intersection on the north side of Camden Avenue comprise the combined parcels that are the subject of the within application. Lots 40 through 44, at the northeast corner of Camden and Cottage Avenues, total .86 acres in size and Lots 12 through 16, on the northwest corner of the aforesaid intersection, total .58 acres in size. The property at the northeast corner of the intersection is vacant and has been for approximately 10 years. It was formerly occupied by Lenola Auto Mall and was the subject of an approved N.J.D.E.P. Remediation Plan which permits residential use of the site. The property at the northwest corner of the intersection contains an abandoned Getty Gas Station which is subject to an approved N.J.D.E.P. Remediation Plan and continuing monitoring and institutional controls which prohibit residential occupancy of the site.

3. The assemblage of Lots 40 through 44 at the northeast corner of the intersection is rectangular in shape and contains 250 feet of frontage along the north side of Camden Avenue and 150 feet of frontage along the east side of Cottage Avenue. The property is unimproved with only minimal remnants of bituminous paving in two locations remaining on the site. The assemblage of Lots 12 through 16 at the northwest corner of the intersection, is also rectangular in shape with 180 feet of frontage along the north side of Camden Avenue and 150 feet of frontage along the west side of Cottage Avenue. It is a bituminous paved lot with a one story masonry abandoned gas station located slightly to the west of center on the lot, two small concrete pads, a trash enclosure in the northwest corner of the lot and concrete bollards for a short distance along the north and west borders of the site.

4. Applicant's property is divided into eastern and western parcels by Cottage Avenue. Camden Avenue is a heavily traveled county road (Route 537) traveling through Moorestown and into Maple Shade and contains a mixture of residential and commercial

uses. Cottage Avenue leads from Camden Avenue in a northerly direction into an adjacent residential neighborhood characterized by single family detached development. Applicant's immediate neighbor to the east is a twenty unit residential apartment complex on less than an acre and then a laundromat. To the north are single family detached dwellings fronting on Cottage Avenue and to the west across Cottage Avenue beyond the abandoned Getty station is a car wash and then a Wing King restaurant. Directly across the street on Camden Avenue is a shopping center which contains a gym, Dunkin Donuts, cleaners, dollar store and some vacant units.

5. Applicant proposes to develop the parcel at the northeast corner of the intersection with twenty-six apartment units, four of which will be utilized for Affordable Housing, plus a 1,321 square foot first floor retail unit, all of which will be in a three story structure 186 feet in length and 72 feet in width. The applicant's testimony acknowledged an obligation to provide a 15% set aside for affordable housing. The affordable units shall comply with COAH's Round 2 regulations, Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), the Fair Housing Act, including the 13% Very Low Income Requirement and all other applicable laws. This parcel will also contain twenty nine parking spaces with an additional five spaces to be utilized in the front of the parcel along Camden Avenue. The units will consist of one bedroom units varying from 720 to 940 square feet, two bedroom apartments varying from 978 to 1253 square feet and three bedroom units of an undetermined size. The retail space will be at the western end of the structure. The parcel on the northwest corner will be subordinate in use to the aforementioned parcel by providing 26 parking spaces for the apartment units, an underground stormwater management basin accepting stormwater run-off from the apartment unit site via a pipe connecting the two lots under Cottage Avenue, and a pocket park along Cottage Avenue.

6. The Lenola section of Moorestown along Camden Avenue where the subject premises are located has not thrived commercially for the last 20 to 30 years and would benefit from more pedestrian oriented uses in contrast to the automobile oriented development, i.e. Getty gas station, carwash, Citco station, NAPA Auto Parts store, etc., that has occurred and the number of vacant lots that exist. Additional retail uses are difficult to establish without a higher residential population to provide a customer base. New single family detached residential development along Camden Avenue between Lenola Road and Maple Shade where the subject parcel is located is unlikely given the high traffic nature of Camden Avenue and the commercial development that does exist along the roadway.

7. The June 27, 2002 Master Plan describes Mixed Residential first floor and commercial uses above as a proto-typical example of Town Center uses and in the 2003 updated Land Use Plan characterized the subject Lenola area as the western gateway to the town and encouraged redevelopment. The June 26, 2008 Re-Examination Report reiterated the need for street-scape improvements. The Economic Plan Element of 2009 recites the auto-use domination of the main route through Lenola and encouraged commercial development and pedestrian amenities to enhance the neighborhood but noted the difficulty in establishing retail uses without an increase in residential population.

8. The LTC at Section 180-65.D(4) conditionally permits residential structures containing multi-family units for not more than eight families designed and operated as a single unit, limits commercial uses to those facing a public street and requires that they be located efficiently with regard to public services and utilities. Because the proposed structure on Lots 40 through 44 will contain a mixed use of 26 residential units plus one retail use, variance relief will be necessary to permit the increased number of units in a proposed mixed use structure. Further, Section 180-

65.1A of the applicable LTC ordinance, establishes a minimum lot area of 3,000 square feet per unit for non-senior restricted housing. This calculates to 14.53 units per acre. Since applicant's proposed density equates to 18.05 units per acre, density variance relief will be required to permit the increased density. Lastly, parking lots and stormwater management basins are not permitted principal uses for premises in the LTC District. Lots 12 through 16 will be utilized as the site of the underground stormwater management basin and a parking lot, together constituting the principal uses of the site, along with the proposed pocket park. Since the parking lot and stormwater management basin are not permitted principal uses, use variance relief will be needed from the provisions of the LTC ordinance for the aforementioned uses as well.

9. The traffic to be generated by the proposed use will have no significant impact on the current traffic at the subject location. Traffic that will result from the proposed use will be substantially lower than that which would result from many of the uses expressly permitted in the LTC.

10. The Moorestown Zoning Board of Adjustment has considered the following documents and representations made in connection with the subject application:

- A. Application Land Development application ZBA #2014-22A received September 20, 2017;
- B. Preliminary/Final Site Plans, Sheets 1 through 14, prepared by Stout & Caldwell Engineers, dated August 10, 2017, revised to October 12, 2018:
 - (1) Cover Sheet, revised to October 12, 2018;
 - (2) Survey and Demolition Plans revised to October 12, 2018;
 - (3) Site Plan revised to October 12, 2018;
 - (4) Grading Plan revised to October 12, 2018;
 - (5) Utility Plan revised to October 12, 2018;
 - (6) County Route #537 revised to October 12, 2018;
 - (7) Cross-Section and Profile revised to October 12, 2018;
 - (8) Landscaping and Lighting Plan revised to October 12, 2018;
 - (9) Soil Erosion and Sediment Control Plan revised to October 12, 2018;
 - (10) Soil Erosion and Sediment Details revised to October 12, 2018;
 - (11) Construction Notes and Details revised to October 12, 2018;

- (12) Construction Details revised to October 12, 2018;
- (13) Construction Details revised to October 12, 2018; and,
- (14) Construction Details revised to October 12, 2018.

- C. Correspondence from Stout & Caldwell dated 10/12/18 (5 pages) signed by Matthew J. Walsh, EIT;
- D. Architectural Plan Package prepared by Barton Partners, Architect/Planner, Inc. (6 sheets) dated 7/24/17;
- E. Traffic Impact Assessment prepared by Horner and Cantor Associates, dated July 25, 2017;
- F. Stormwater Management Report, prepared by Stout & Caldwell dated August 2017;
- G. Operations and Maintenance Manual for Stormwater Management Facilities, prepared by Stout & Caldwell dated August 2017;
- H. Alaimo Group Review Letter dated July 6, 2018 (11 pages) and November 15, 2018 (12 pages), signed by William J. Long, P.E.
- I. Barton Partners Perspective Views of Parklet and Building (2 pages) dated 10/24/18;
- J. Site Remediation Action Permit 121-125 Camden Avenue (3 pages) dated 08/09/16 signed by Wayne Howitz and attached Soil Remediation Action Permit Transfer effective 8/11/16 (5 pages) with Deed Notice (12 pages) and attached exhibits (17 pages) plus the Limited Warranty Deed form.
- K. Taylor Design Group report letter dated November 6, 2018 (7 pages) signed by Michelle Taylor, P.P., A.I.C.P. and Amy Bridges Cieslewski, C.L.A., P.P.

Any and all other items of documentation and representations made by applicant and submitted to the Zoning Board of Adjustment at the public hearing in the matter on December 18, 2018 and January 15, 2019.

CONCLUSIONS OF LAW

1. The Moorestown Township Zoning Board of Adjustment has jurisdiction over the within variance application pursuant to the provisions of N.J.S.A. 40:55D-70d(1), (3) and (5).

2. Applicant has established by a preponderance of the competent, credible evidence that the subject site is particularly suited to the proposed combination of uses due to conditions unique to the location. Multiple family residential use is permitted in the LTC District subject to an eight unit per structure limit. Thus, the twenty-six residential units would be permitted if divided up into eight unit structures. Here, the entire assemblage of property is divided up into two parcels due to its division by Cottage Avenue. The northwest parcel is unusable for residential occupation due to site constraints continuing to undergo resolution. It can serve only in a supporting function by providing parking and the stormwater management basin to the residential component of the project. These functions would be permitted if they existed on the lot containing the residences they were serving. However, since they are the sole uses on the portion of the assemblage divided from the residential uses by Cottage Avenue, they are deemed the sole primary use of their site and use variance relief is required. The residential use of applicant's property must be concentrated on the eastern end of the assemblage at the northeast corner of Cottage and Camden Avenues. The combination of residences on the eastern segment of applicant's property set apart from the western segment by Cottage Avenue, which provides the aforementioned support function, renders the entire assemblage particularly suitable for the proposed use.

3. The principal use of the subject premises is also particularly suitable in response to the unique economic factors affecting the parcel along this segment of the Lenola Business District. The project will add a pedestrian oriented street segment, provide a pocket park on a parcel with limited utility and add vitality to a developmentally moribund area by injecting new development. In addition, the site has been an eyesore for over a decade and the proposed project will aesthetically revise the immediate area with a well appointed new structure and pocket park at a location in proximity to the western entrance to the Township. Further, future stand alone retail use of the site is

unlikely as documented by past Township Economic reports and confirmed by the lack of subsequent development in the area. Vacant and underutilized properties have negative impacts on surrounding uses and neighborhoods as a whole and the proposed adapted reuse of the vacant property and abandoned gas station will avoid the potential detriments. For all of the above reasons the proposed use is particularly suited for the subject location.

4. Applicant has established by a preponderance of the competent, credible evidence that the purposes of the Municipal Land Use Law will be advanced by the proposed project and that the site remains appropriate for the use despite the increase in density since it can accommodate any problems associated with the increase. The density determined from applying the increased average square foot per family minimum lot size to the size of the combined parcels would be twenty units. Townhouses are permitted in the LTC and they would contain a total estimated population of 56 based on the current multipliers for this use. The proposed 22 two bedroom units and four one bedroom units would yield 26 units in total and an estimated total of 58 occupants. The difference is de minimus and thus consistent with the anticipated population density in the LTC. Further, the one and two bedroom sizes responds to a township and county need for smaller household units. Further, the site is parking compliant and can accommodate the stormwater management needs generated by the project. Accordingly, the site has the capacity to accommodate the proposed use despite the density deviation.

5. The proposed use can be reconciled with its failure to be included in the LTC District. It is closely akin to permitted uses in the district given the 14.52 unit per acre permitted density versus the 18.05 units per acre proposed density, the 56 to 58 occupants permitted versus proposed population differential and the fact that multi-family housing is a permitted land use category if a structure contains eight units or less. The site analysis reviewed hereinabove confirms that the location can

accommodate the proposed use and its impact and that it is responsive to the economic development plan by initiating redevelopment and implementing the Camden Avenue streetscape. It will provide a pedestrian amenity in the form of a pocket park and contribute to the goal of aesthetic improvement of a gateway area by crafting a plan responsible to the conditions unique to the subject parcel. The aforementioned factors reconcile the failure to include the proposed use in the LTC and demonstrate that there will be no impairment of the intent and purpose of zone plan and zoning ordinance as a result of the requested relief.

6. The proposed relief can be granted without substantial detriment to the public good. There will be no adverse impact on the neighborhood or its character. Redevelopment of the parcel and the aesthetic benefits to be obtained will benefit the public good.

7. The Moorestown Zoning Board of Adjustment imposes the following terms and conditions on the relief herein granted:

- A. The within approval is conditioned upon applicant securing site plan approval and all applicable bulk variance relief required in connection therewith substantially consistent with the development plans submitted with the within application within 180 days;
- B. The twenty-six proposed apartment rental units shall consist of twenty-two market rate units and four affordable housing units;
- C. The 4 affordable units shall be credit-worthy against the Township's Round 3 affordable housing obligations and thus shall comply with COAH's Round 2 Regulations (N.J.A.C. 5:93), Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC"), the Fair Housing Act, including the 13% Very Low Income Requirement and all other applicable laws. This obligation includes, but is not limited to, the obligation to the Developer's obligation to comply with the bedroom distribution requirements_; very low ~~+~~ (at least 13%) / low (37%) / moderate (no more than 50%) income split requirements_; pricing requirements, affirmative marketing requirements_; candidate qualification and screening requirements_; and deed restriction requirements.
- D. Applicant shall prepare in recordable form and record, subject to the approval of the Zoning Board of Adjustment Engineer and Solicitor easements between the adjoining parcels on either side of Cottage

Avenue to provide for shared parking and stormwater management including underground piping between said lots;

- E. Applicant shall provide signage requiring “left turn only” upon exit from 121-125 Camden Avenue on to Cottage Avenue and “right turn only” on exits from the parking lot as 121 West Camden Avenue on to Cottage Avenue. Said signage shall be enforceable by the Municipal Police Department;
- F. Applicant shall record Restrictions of Record applicable to the parcel at 121-125 Camden Avenue and to the parcel at 201 West Camden Avenue providing that neither parcel shall be conveyed independently of the other;
- G. Lots 40 through 44 of Block 1102 shall be consolidated by recorded Deed acceptable in form and substance of the Moorestown Zoning Board of Adjustment Engineer and Solicitor; and,
- H. Lots 12 through 16 of Block 1100 shall be consolidated by recorded Deed acceptable in form and substance of the Moorestown Zoning Board of Adjustment Engineer and Solicitor.

NOW, THEREFORE, BE IT RESOLVED, by the Zoning Board of Adjustment of the Township of Moorestown, that a motion duly made by Richard Koory and duly seconded by Walter Fazler to grant the use variance relief sought by applicant from the provisions of Article XXI, of the Moorestown Zoning Ordinance, at Section 180-65.E to permit a structure containing 26 residential units and one retail unit at 121-125 West Camden Avenue and a parking lot and an underground stormwater management basin together with a pocket park as a principal use at 201 West Camden Avenue, together with relief from Section 180-65.1 paragraph A to permit a residential density of 18.05 units per acre at 121-125 West Camden Avenue, all consistent with the plot plan and exhibits submitted with the variance application, and with the representations made by and on behalf of the applicant, at the hearings in the within matter, subject to the approval of applicant’s site plan from the Moorestown Zoning Board of Adjustment within 180 days of the memorialization date of the within resolution, said site plan to be approved

together with any bulk variance relief attendant thereto to be applied hereafter as part of the site plan application, be and the same is hereby GRANTED.

The above variance was GRANTED by a 7 to 0 vote of the Moorestown Zoning Board of Adjustment at a meeting held on January 15, 2019.

ROLL CALL VOTE:

IN FAVOR: Joseph Maguire, Richard Koory, Mark Williams, Walter Fazler, Douglas Dillon, Lynne Gallo, Vincent D'Antonio

OPPOSED: None

BE IT FURTHER RESOLVED, that a certified copy of this Resolution of Memorialization be sent, via regular mail, to the Applicant within ten (10) days of the date of adoption, and a copy of this Resolution shall be filed with the Administrative Officer or Clerk of the Township, Township Construction Official and Zoning Officer. A brief notice of this decision shall be published by the Board in the official newspaper of the Township.

ANTHONY J. ZAPPASODI, Secretary

CERTIFICATION

This Resolution of Memorialization being adopted by action of the Zoning Board of the Township of Moorestown on this _____ day of _____, 2019, is a true copy of the action taken by the Moorestown Township Zoning Board at its meeting held on January 15, 2019.

ANTHONY J. ZAPPASODI, Secretary

Appendix W

Resolutions Appointing Municipal Housing Liaison, Administrative Agent

TOWNSHIP OF MOORESTOWN

RESOLUTION NO. 162-2020

APPOINTING A MUNICIPAL HOUSING LIAISON FOR THE ADMINISTRATION OF MOORESTOWN'S AFFORDABLE HOUSING PROGRAM

WHEREAS, the Governing Body of the Township of Moorestown petitioned the Council on Affordable Housing (COAH) for substantive certification of its Housing Element and Fair Share Plan on November 28, 2005; and

WHEREAS, the Township of Moorestown's Fair Share Plan promotes an affordable housing program pursuant to the Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.) and COAH's Third Round Substantive Rules (N.J.A.C. 5:94-1, et. seq.); and

WHEREAS, pursuant to N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq., the Township of Moorestown is required to appoint a Municipal Housing Liaison for the administration of the Township of Moorestown's affordable housing program to enforce the requirements of N.J.A.C. 5:94-7 and N.J.A.C. 5:80-26.1 et. seq.; and

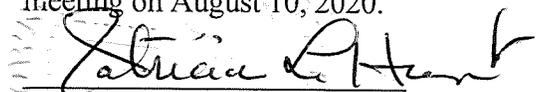
WHEREAS, the Township of Moorestown has amended Chapter 97 entitled Affordable Housing to provide for the appointment of a Municipal Housing Liaison to administer the Township of Moorestown's affordable housing program. In 2019, via Ordinance 9-2019, section 97-2(B) was refined to provide the definition of a Municipal Housing Liaison as "A municipal employee annually appointed by resolution of the governing body, responsible for the tracking and reporting of affordable housing units to the appropriate authorities and parties in addition to other affordable housing duties that may be assigned by the Township Manager."

NOW, THEREFORE, BE IT RESOLVED, by the Governing Body of the Township of Moorestown in the County of Burlington, and the State of New Jersey that Nancy Jamanow, Director of Community Development, is hereby appointed by the Governing Body of the Township of Moorestown as Municipal Housing Liaison for the administration of the affordable housing program, pursuant to and in accordance with Chapter 97, Article II, Section 97-2(B) and 97-6(A) of the Code of the Township of Moorestown.

VOTE:

GILLESPIE	YES
DONNELLY	YES
LOCATELL	YES
NAPOLITANO	YES
PETRIELLO	YES

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its regular meeting on August 10, 2020.


Patricia L. Hunt, Township Clerk

1211

**TOWNSHIP OF MOORESTOWN
RESOLUTION NO. 201-2019
APPOINTING CGP&H AS AFFORDABLE HOUSING ADMINISTRATIVE AGENT AND
AUTHORIZING AWARD OF CONTRACT**

WHEREAS, the Township requires the services of an Affordable Housing Administrative Agent for the year 2020; and

WHEREAS, the Township sought Requests for Proposals, in accordance with the "fair and open" provisions of the New Jersey Pay-to-Play Laws; and

WHEREAS, proposals were received and publicly opened on October 16, 2019; and

WHEREAS, the Township Council has found that CGP&H satisfactorily meets all the criteria set forth in the Request for Proposals and recommends that the firm be awarded a professional services contract for the year 2020; and

WHEREAS, a Determination of Value Form, certifying that the costs associated with said services will exceed \$17,500, has been filed with the Township Clerk and the Chief Financial Officer hereby certifies funds in the estimated maximum amount of \$60,000 (Appropriation No. T-16-86-856-000-806); and

WHEREAS, an executed Business Entity Disclosure Certification, which certifies that CGP&H has not made any reportable contributions to a political or candidate committee in the Township of Moorestown in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions through the term of the contract, has been received by the Township Clerk; and

WHEREAS, an executed Political Contribution Disclosure Form was filed with the Municipal Clerk at least ten (10) days prior to award of the contract; and

WHEREAS, the Township of Moorestown has met the provisions of the NJ Local Unit Pay-to-Play Law to award a contract under the Fair and Open Contracts provisions of the Law and Chapter 10 of the Code of the Township of Moorestown.

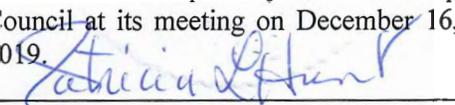
NOW, THEREFORE, BE IT RESOLVED that:

1. CGP&H, 101 Interchange Plaza, Suite 301, Cranbury, New Jersey 08512, is hereby appointed Affordable Housing Administrative Agent pursuant to the provisions of N.J.S.A. 19:44A-20.5 (fair and open) and Chapter 10 of the Code of the Township of Moorestown. Said appointment shall expire upon reorganization of the Township Council in 2021.
2. A contractual agreement summarizing the services to be performed and the fees to be charged (range \$80-\$125/hr) and Initial Setup Fees as outlined in the proposal, are hereby approved and execution of the contract is authorized.
3. The Mayor and the Township Clerk are hereby authorized to sign an agreement, in substantially the form attached hereto, between the Township and CGP&H as Affordable Housing Administrative Agent. Said contract shall commence upon full execution of the contract, which contract shall be filed with the Township Clerk and made available for public inspection.
4. The Business Entity Disclosure Certification, Political Contribution Disclosure and Determination of Value Form shall be placed on file with this resolution.
5. The Township Clerk is hereby directed to publish a "Notice of Award" of said contract in the official newspaper in accordance with the Local Public Contracts Law.

VOTE:	
PETRIELLO	YES
DONNELLY	YES
GILLESPIE	YES
LOCATELL	YES
NAPOLITANO	YES

plh

Certified to be a true and correct copy of a Resolution adopted by the Township Council at its meeting on December 16, 2019.


Patricia L. Hunt, RMC

