

VOORHEES TOWNSHIP

Camden County, New Jersey



Housing Element and Fair Share Plan

June 10, 2025

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HOUSING ELEMENT

Introduction

The New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 to -136 ("MLUL") and the New Jersey Fair Housing Act, N.J.S.A. 52:27D-30 I to -329 ("FHA") require every municipal planning board to adopt a Housing Plan Element to its Master Plan and further require the governing body of each municipality to adopt a Fair Share Plan. More specifically, the FHA and MLUL require municipalities to adopt a Housing Element that addresses the municipal present and prospective housing needs, "with particular attention to low and moderate income housing." Voorhees Township has prepared this Housing Plan Element and Fair Share Plan in response to the New Jersey Supreme Court's March 2015 Decision on Fair Share Housing and at the direction of the Camden County Court. This Housing Element and Fair Share Plan has been prepared in accordance with the provisions of N.J.A.C. 5:93, as outlined in the 2015 Court's decision, as well as the New Jersey Revised Statutes, Section 52:27D-310 (2024).

In accordance with the Fair Housing Act at N.J.S.A. 52:27D-310 (2024), a Housing Element shall contain the following essential components:

- a. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics, and type, including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
- b. A projection of the municipality's housing stock, including the probable future construction of low- and moderate-income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
- c. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
- d. An analysis of the existing and probable future employment characteristics of the municipality;
- e. A determination of the municipality's present and prospective fair share for low- and moderate-income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low- and moderate-income housing, as established pursuant to section 3 of P.L.2024, c.2 (C.52:27D-304.1);

- f. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing;
- g. An analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the recommendations of the Multigenerational Family Housing Continuity Commission, adopted pursuant to paragraph (1) of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20);
- h. For a municipality located within the jurisdiction of the Highlands Water Protection and Planning Council, established pursuant to section 4 of P.L.2004, c.120 (C.13:20-4), an analysis of compliance of the housing element with the Highlands Regional Master Plan of lands in the Highlands Preservation Area, and lands in the Highlands Planning Area for Highlands-conforming municipalities. This analysis shall include consideration of the municipality's most recent Highlands Municipal Build Out Report, consideration of opportunities for redevelopment of existing developed lands into inclusionary or 100 percent affordable housing, or both, and opportunities for 100 percent affordable housing in both the Highlands Planning Area and Highlands Preservation Area that are consistent with the Highlands regional master plan;
- i. An analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation based on guidance and technical assistance from the State Planning Commission.

The preparation and submission of a Housing Element of a municipality's Master Plan, and a Fair Share Plan, is the first major step in the process for petitioning the New Jersey Courts for substantive certification.

Affordable Housing regulations define "Fair Share Plan" as follows:

"Fair Share Plan" means that plan or proposal, which is in a form that may readily be converted into an ordinance, by which a municipality proposed to satisfy its obligation to create a realistic opportunity to meet its fair share of low and moderate income housing needs of its region and which details the affirmative measures the municipality proposes to undertake to achieve its fair share of low and moderate income housing, as provided in sections 9 and 14 of the Act, addresses the development regulations necessary to implement the housing element. and addresses the requirements of N.J.A.C. 5:93-7 through 11.

This Housing Element and Fair Share Plan (“Plan”) satisfies all of the applicable requirements set forth within the MLUL, the FHA, and N.J.A.C. 8:93. This Plan supersedes all previously adopted housing plans. This Housing Plan Element and Fair Share Plan will address the Township’s obligations to provide a realistic opportunity for the construction of low and moderate income housing in Township of Voorhees. In addition, this plan will address, the cumulative obligation for the Township, including Prior Round (Round I and Round II), Third Round (Round III) and Fourth Round (Round IV).

Voorhees Township's Compliance History

This section provides an overview, but by no means exhaustive chronology, of affordable housing activity in the Township of Voorhees. On July 8, 1987, Voorhees Township filed a first round Housing Plan Element and Fair Share Plan with the Council on Affordable Housing (COAH). This original plan was updated and revised over the next six years and was ultimately granted substantive certification from COAH on May 10, 1994. This gave Voorhees Township immunity from builder's remedy litigation for the following six years until May 10, 2000.

Prior to the Township's immunity expiring, the Township filed a new Housing Plan Element and Fair Share Plan with COAH on May 8, 2000. This plan addressed the cumulative Round I (1987-1993) and Round 2 (1993-1999) obligations and the new Housing Plan Element and Fair Share Plan was granted substantive certification from COAH on March 3, 2004. Once again this granted the Township immunity for another six years until March 3, 2010.

In 2004, COAH introduced the growth share rules which required Voorhees Township to revise its Second Round Housing Plan Element and Fair Share Plan. Therefore, in 2005 Voorhees prepared a supplemental Fair Share Plan as part of its Master Plan Reexamination. This supplemental Fair Share Plan resulted in the Township adopting a Mandatory Development Fee Ordinance on April 24, 2006 and updating it on October 26, 2009. Ultimately, the Round III Housing Plan Element and Fair Share Plan was adopted by the Planning Board on February 24, 2010, endorsed by the Voorhees Township Committee on March 1, 2010, and petitioned COAH for Round III substantive certification on March 2, 2010.

The Round III Housing Plan Element and Fair Share Plan never received substantive certification due to the invalidation of the growth share rules. However, the Township continued to provide affordable housing in the absence of clear direction from COAH and the Courts. With the March 2015 Supreme Court decision, known as the Mount Laurel IV decisions municipalities turned to the courts to seek a declaratory judgement of their housing plans to determine whether they are meeting their constitutional affordable housing obligation. On March 4, 2025, Township of Voorhees and Fair Share Housing Center adopted the final amended Settlement Agreement for its third round Obligation (Round III) for the period 1999 – 2025.

In March of 2024, P.L. 2024, c.2 was signed into law establishing new procedures for determining statewide needs and municipal obligations for low and moderate income housing. This new law formally abolished COAH and established a new "Program" for resolving affordable housing disputes, as well as the authority to review and certify municipal fair share housing plans. The law required municipalities to determine their own fair share obligations by applying the methodology of the Jacobsen decision in

Mercer County as it related to the Third Round, and adopt a binding resolution setting those obligation numbers. The law also provided revisions to the crediting structures for affordable units, with changes to the types of affordable units that are permitted to be granted bonus credits. The law established timelines for submission of documents to demonstrate compliance with the Fair Housing Act.

On January 27, 2025, pursuant to the new amendments to the Fair Housing Act, the Township adopted Resolution # 80-25, calculating a present need obligation of 289 units, and a Fourth Round prospective obligation of 206 units. Following this on February 28, 2025, Township filed an Amended Complaint for Declaratory Relief pursuant to the Fair Housing Act, which calculated the Fourth Round prospective obligation of 181 units.

This Housing Plan Element and Fair Share Plan has been prepared in accordance with the requirements of P.L. 2024, c. 2, to satisfy the Township's municipal obligation to provide for its fair share of the regional need for low and moderate income housing for the Fourth Round period of 2025 – 2035.

Analysis of Demographic, Housing and Employment Characteristics

a. Inventory of Housing Stock

Age of Housing Stock

The age of a community's housing stock is considered a means of determining its overall condition and identifying housing units in need of rehabilitation, especially those units constructed 60 or more years ago. Voorhees' housing stock has been evenly distributed or built between the last seven decades with an average of 1,269 units built each decade. The majority of Voorhees's housing stock has been built between 1970 and 1989. Overall, Voorhees' housing stock is in good condition.

Time of Construction	Number of Units	Percent of Units
Built 2020 or later	0	0%
Built 2010 to 2019	320	2.5%
Built 2000 to 2009	1,478	11.6%
Built 1990 to 1999	1,618	12.8%
Built 1980 to 1989	4,421	34.8%
Built 1970 to 1979	2,579	20.3%
Built 1960 to 1969	1,292	10.2%
Built 1950 to 1959	594	4.7%
Built 1940 to 1949	92	0.07%
Built 1939 or earlier	294	2.3%
Total	12,688	100.0%

Source: 2023 ACS 5-Year Estimates

Condition of Housing Stock

In addition to age, other factors are taken into consideration to determine the quality and condition of a municipality's housing stock and whether units are substandard. 2023 ACS data is used to estimate the number of substandard housing units in Voorhees using the following factors:

- Persons per room is an index of overcrowding. If 1.01 or more people occupy one room, then the unit is considered substandard.
- The adequacy of plumbing facilities is used to determine if a unit is substandard. Inadequate plumbing facilities are indicated by either a lack of exclusive use of plumbing facilities or incomplete plumbing facilities.

- The adequacy of kitchen facilities is also used to determine the quality of a unit and determine if it is substandard. Inadequate kitchen facilities are marked by shared use of a kitchen or the lack of a sink with piped water, a stove, or a refrigerator.

Using the above indicators, the table below shows the number of substandard occupied housing units in the Township of Voorhees.

Table 2: Housing Characteristics		
	Total	Percentage
Number of Persons per Room		
More than one	16	0.13%
Plumbing Facilities		
Occupied Units with Complete Plumbing	12,354	99.9%
Units Lacking Complete Plumbing	6	0.0%
Kitchen Equipment		
Occupied Units with Complete Kitchen	12,194	98.7%
Lacking Complete Kitchen Facilities	166	1.3%
Total	12,360	100%
Source: 2023 ACS 5-Year Estimates		

As indicated in the table above, Voorhees Township has a total of 188 deficient units by either overcrowding or lack of adequate kitchen and/or plumbing facilities, assuming the same units are not represented in more than one deficiency category. It is likely, however, that some units are deficient due to overcrowding, and/or incomplete plumbing facilities, and/or incomplete kitchen facilities, causing the total number of deficient units stated to significantly overestimate the actual number of deficient units. Several expert reports have given Voorhees Township a rehabilitation obligation of either 240 or 247. This obligation has been disputed by a survey and analysis within Appendix A of this report which determines the Township's rehabilitation obligation to be 9 units. This number was agreed to within the Final Amended Settlement Agreement, dated March 4, 2025, between the Township and FSHC.

Purchase or Rental Value of Housing Stock

According to 2023 ACS 5-year estimates, the median value of housing sales in Voorhees was \$390,600. A majority of the owner-occupied housing stock was valued between \$200,000 and \$499,999. The median value of housing sales in Camden County in 2023 was \$202,900, which is marginally lower than Voorhees's median housing value for owner-occupied units. A total of 4,444 occupied units were paying rent with 86 not paying any rent. A majority of units paid between \$1,500 and \$1,999 for rents each month. The following tables describe the value of owner-occupied and renter-occupied units in the Township according to 2023 ACS data.

Value {\$}	Units	Percentage
Less than 50,000	118	1.5%
50,000 - 99,999	52	0.7%
100,000 - 149,999	308	3.9%
150,000 - 199,999	450	5.7%
200,000 - 299,999	1,348	17.2%
300,000 - 499,999	3,432	43.8%
500,000 - 999,999	2,084	26.6%
1,000,000 or more	38	0.5%
Total	7,830	100.0%

Source: 2023 ACS 5-Year Estimates

Value {\$}	Units	Percentage
Less than 500	292	6.6%
500 to 999	156	3.5%
1,000 - 1,499	739	16.6%
1,500 - 1,999	2,377	53.5%
2,000 - 2,499	624	14%
2,500 - 2,999	172	3.9%
3,000 - more	84	1.9%
No rent paid	86	0.1%
Total	4,530	100.0%

Source: 2023 ACS 5-Year Estimates

Occupancy Characteristics and Types of Housing Units

According to the 2023 ACS 5-year estimates, the Township of Voorhees had 12,360 occupied housing units, with 63.3% being owner-occupied and 36.7% being renter-occupied. There were 328 vacant units of the total 12,688 housing units in the Township of Voorhees. As depicted in Table 5 below, 51.7 percent of the housing stock consists of single-family detached housing. The balance of housing within the Township is comprised of 1-unit attached (10.3%) and multi-family units (38%).

Units In Structure	Number	Percent of Total Units
1 Unit, Detached	6,556	51.7%
1 Unit, Attached	1,308	10.3%
2 Units	168	1.3%
3 or 4 Units	330	2.6%
5 to 9 Units	896	7.1%
10 to 19 Units	1,363	10.7%
20 Units or more	2,061	16.2%
Mobile Home	0	0%
Boat, RV, Van, etc.	6	0.00%
Total	11,546	100%

Source: 2023 ACS 5-Year Estimates

Units Affordable to Low and Moderate Income Households

Low-income households are defined as households earning less than or equal to 50 percent of a regional median income. Moderate-income households earn more than 50 percent of regional median income, but less than 80 percent of regional median income.

In addition, the Affordable Housing Professionals of New Jersey (AHPNJ) has developed a sliding scale for income limits, which defines low- and moderate-income limits based on household size. AHPNJ has determined separate incomes for households of one up to households of eight.

Similarly, housing units are to be priced to be affordable to households who could reasonably be expected to live within the housing units. For example, the current AHPNJ regulations require that an efficiency unit be affordable to a household of one, as shown below within Table 6, 2024 Income Limits for Region 5.

	1 Person	2 Person	3 Person	4 Person	5 Person
Moderate	\$64,232	\$73,408	\$82,584	\$91,760	\$99,101
Low	\$40,145	\$45,880	\$51,615	\$57,350	\$61,938
Very Low	\$24,087	\$27,528	\$30,969	\$34,410	\$37,163

Source: Affordable Housing Professionals of New Jersey (AHPNJ)

To be affordable, a household should not be paying more than 28% of its gross income on principal, interest, taxes and insurance, after a minimum down payment of 5%. A rental unit is affordable if the household is paying no more than 30% of its income on rent and utilities. The following tables display how many owners and renters are paying more than 30% of gross income on mortgages or rent.

Percentage of Income	Number	Percent of Total
Less than 20%	4,281	55.1%
20% to 24.9%	950	12.2%
25% to 29.9%	683	8.8%
30% to 34.9%	358	4.6%
35% or more	1,499	19.3%
Total	7,771*	100%

Source: 2023 ACS 5-Year Estimates *59 units not computed

Percentage of Income	Number	Percent of Total
Less than 15%	310	7%
15% to 19.9 %	440	10%
20% to 24.9%	582	13.2%
25% to 29.9%	783	17.8%
30% to 34.9%	420	9.5%
35% or more	1,868	42.4%
Total	4,403*	100%

Source: 2023 ACS 5-Year Estimates *127 units not computed

b. Projected Housing Stock

According to the New Jersey Department of Community Affairs, Voorhees Township has issued building permits for a total of 1,123 for single family housing units, two- to four-family housing units, and mixed use housing units during the period from 2004-2023. Using New Jersey Department of Community Affairs demolition data for the same period, the Township of Voorhees approved 67 demolition permits. This brings the total number of housing units added between the year 2004 and 2023 to 1,056. The building and demolition permit information is depicted within Table 9 below.

Table 9: Dwelling Units Permitted			
Year	Residential Building Permits Issued	Residential Demolitions*	Total Added
2004	116	3	113
2005	270	3	267
2006	75	9	66
2007	159	12	147
2008	243	1	242
2009	119	1	118
2010	3	2	1
2011	3	5	-2
2012	2	1	1
2013	9	2	7
2014	21	6	15
2015	19	2	17
2016	19	1	18
2017	5	4	1
2018	7	5	2
2019	3	0	3
2020	2	2	0
2021	26	0	26
2022	9	2	7
2023	13	6	7
Total	1,422	62	1,360

Source: Building Permit and Demolition data obtained from the New Jersey Department of Community Affairs, Division of Codes and Standards website: Accessed March 24, 2025.

c. Municipality’s Demographic Characteristics

As depicted in Table 10 below, the population of Voorhees Township grew steadily from 1950 to 1990, with its greatest percent change of 107.9 percent occurring during the period between 1970 and 1980. The U.S. Census data demonstrates that the Township's population for the year 2010 was 29,131. The Delaware Valley Regional Planning Commission (DVRPC) conducted population projections for its jurisdiction which included Voorhees Township. The projections were calculated and estimated in January 2012. The projected population for the Township of Voorhees in 2015 is 29,206. The projections show that the Township will keep growing through 2040. DVRPC's projections show a population percent change of 5.5% between 2010 and 2040. Population density is a measure of the number of people residing within a given land area. As the table shows, Voorhees is of high density given the amount of land area the Township occupies. The table below displays Voorhees Township's population characteristics and projections.

Table 10: Voorhees Township Population Characteristics 1930-2040 (Projected)			
Year	Population	Percent Change	Population Density*
1930	1,405	-	120.7
1940	1,450	3.2%	124.6
1950	1,823	25.7%	156.6
1960	3,784	107.6%	325.1
1970	6,214	64.2%	533.8
1980	12,919	107.9%	1,109.9
1990	24,559	90.1%	2,109.9
2000	28,126	14.5%	2,416.3
2010	29,131	3.6%	2,502.7
2020	31,069	1%	2,669.2
2030**	31,202	1%	2,680.6
2040**	31,375	1%	2,695.4
* Population Density, displayed as residents per square mile			
** Population Projections from Delaware Valley Regional Planning Commission			
Sources: U.S. Census Bureau & Delaware Valley Regional Planning Commission			

As illustrated in Table 11, the age cohort breakdown of Voorhees Township is quite similar to Camden County. In addition, Voorhees residents have a higher median age than that of Camden County. A breakdown of population by age for the Township and the County is provided below:

Table 11: Population Comparison by Age		
Age (in years)	Voorhees Township	Camden County
Under 5	3.8%	6.0%
5 to 9	7.4%	6.4%
10 to 14	6.0%	6.4%
15 to 19	5.5%	6.2%
20 to 24	5.2%	5.8%
25 to 29	6.6%	6.6%
30 to 34	5.0%	7.1%
35 to 39	8.0%	7.0%
40 to 44	6.4%	6.4%
45 to 49	6.9%	6.1%
50 to 54	5.1%	6.5%
55 to 59	5.5%	6.7%
60 to 64	6.5%	6.6%
65 to 69	7.1%	5.5%
70 to 74	5.8%	4.2%
75 to 79	4.1%	2.9%
80 to 84	2.1%	1.8%
85 and over	2.9%	1.8%
Total	100.00%	100.00%
Median Age	43.5	38.8
Source: 2023 ACS 5-Year Estimates		

As illustrated in Table 12 below, according to the 2023 ACS 5-Year Estimates, the median household income in Voorhees Township was \$112,606. This was more than median income for Camden County, which was \$83,763. A distribution of households by income for Voorhees Township and Camden County is presented within Table 12, Households by Income (%) in 2014, below.

Table 12: Households by Income		
Income (\$)	Voorhees Township	Camden County
Less than \$10,000	5.6%	5.2%
\$10,000-\$14,999	3.0%	3.6%
\$15,000-\$24,999	3.3%	6.1%
\$25,000-\$34,999	3.1%	6.3%
\$35,000-\$49,999	6.4%	8.7%
\$50,000-\$74,999	11.4%	14.2%
\$75,000-\$99,999	13.4%	12.4%
\$100,000-\$149,999	16.4%	19.0%
\$150,000-\$199,999	12.1%	10.9%
\$200,000 or more	25.3%	13.6%
Median Household Income	\$112,606	\$86,384
Source: 2023 ACS 5-Year Estimates		

As per 2023 ACS 5-Year Estimates, the average household size in Voorhees Township is 2.42 persons per household. 12,360 individuals or 39.8% of the total population were householders. Of which, 8,098 individuals were a part of family households and 4,262 were part of non-family households. The distribution of household types is illustrated within Table 13 below.

Table 13: Household Type	Estimate
Total households	12,360
Family households (families)	8,098
Family households with own children under 18 years	3,509
Married couple family	6,658
Married couple with own children under 18 years	2,801
Male householder, no spouse present	409
Male householder, no spouse present with own children under 18 years	215
Female householder, no spouse present	1,031
Female householder, no spouse present with own children under 18 years	493
Non-family households	4,262
Householder living alone	28.9%
Householder living alone, 65 years and over	12.8%
Source: 2023 ACS 5-Year Estimates	

d. Employment Characteristics

The 2023 ACS 5-Year Estimates reports on work activity of residents 16 years and older. A total of 25,252 Voorhees Township residents were 16 years and older. As indicated in Table 14, only 6.0 percent of workers are self-employed and most workers (80.5%) work within the private sector.

Table 14: Classification of Workers		
Class	Voorhees Township	Percentage of Workers
Private Wage and Salary	12,190	80.5%
Government Workers	1,992	13.2%
Self Employed	910	6.0%
Unpaid Family Workers	43	0.3%
Total	15,135	100%
Source: 2023 ACS 5-Year Estimates		

An analysis of the employees (over the age of 16) by the economic sector indicates that Voorhees workers were involved in a broad array of economic sectors. As depicted in Table 15 below, the highest concentration of workers at 30.1% of the total workforce was in Educational, Health, and Social Services, which was followed by Professional, Scientific, Management, Administrative, and Waste Management Services at 17.6% of the work force.

Sector	Number of Employees	Percentage of Workforce
Agriculture, Forestry, Fisheries & Mining	13	0.1%
Construction	695	4.6%
Manufacturing	898	5.9%
Wholesale Trade	405	2.7%
Retail Trade	1,649	10.9%
Transportation, Warehousing, and Utilities	514	3.4%
Information	471	3.1%
Finance, Insurance & Real Estate	1,372	9.1%
Professional, Scientific, Management, Administrative, and Waste	2,657	17.6%
Educational, Health and Social Services	4,550	30.1%
Arts, Entertainment, Recreation, Accommodation and Food	851	5.6%
Other Services, except public administration	427	2.8%
Public Administration	633	4.2%
Source: 2023 ACS 5-Year Estimates		

The workforce occupation characteristics in Voorhees Township were compared with that of Camden County. As indicated in Table 16, the occupation characteristics of the Township's residents closely compare with those of workers residing in the County. The Township maintained a higher percentage in Professional, Scientific, Management, Administrative, and Waste Management Services than that at the County level. The County, however, had a higher percentage of jobs in several industries. Both the Township and County Occupational Characteristics are summarized within Table 16.

Sector	Voorhees Township	Camden County
Agriculture, Forestry, Fisheries & Mining	0.1%	0.3%
Construction	4.6%	6.0%
Manufacturing	5.9%	7.4%
Wholesale Trade	2.7%	2.4%
Retail Trade	10.9%	12.7%
Transportation, Warehousing and Utilities	3.4%	6.9%
Information	3.1%	1.8%
Finance, Insurance & Real Estate	9.1%	7.0%
Professional, Scientific, Management, Administrative and Waste	17.6%	12.7%
Educational, Health and Social Services	30.1%	26.0%
Arts, Entertainment, Recreation, Accommodation and Food	5.6%	7.6%
Other Services, except public administration	2.8%	4.4%
Public Administration	4.2%	4.9%
Source: 2023 ACS 5-Year Estimates		

In addition, to understand what implications this employment data has for the Township and understand what the employment field and area trends are for Voorhees Township and Camden County, the New Jersey Department of Labor (NJDOLE) has prepared projections which analyze the expected increase or decrease in a particular employment sector by the year 2032. Overall, occupations in Camden County are expected to grow from 229,027 in 2022 to 236,591 in 2032. The county's employment by industry data has been summarized and is illustrated within Table 17.

Table 17: Camden County Projected Employment				
Industry	2022 Base Employment	2032 Projected Employment	Numeric Class	Outlook
Government	12,095	11,376	-719	Declining
Other Services (except Government)	8,346	8,282	-64	Declining
Accommodation and Food Services	15,316	15,557	261	Stable
Arts, Entertainment, & Recreation	3,824	4,279	455	Growing
Health Care & Social Assistance	44,196	49,241	5,045	Growing
Educational Services	21,505	22,084	579	Stable
Administration & Support & Waste Management & Remediation Services	17,197	17,764	567	Stable
Management of Companies & Enterprises	4,689	4,887	198	Stable
Professional, Scientific, & Technical Services	12,219	11,892	-327	Declining
Real Estate & Rental & Leasing	2,866	2,843	-23	Declining
Finance & Insurance	5,408	5,125	-283	Declining
Information	1,552	1,287	-265	Declining
Transportation & Warehousing	9,153	10,210	1,057	Growing
Retail Trade	25,398	24,628	-770	Declining
Wholesale Trade	7,826	8,632	806	Growing
Manufacturing	14,742	15,330	588	Stable
Construction	9,420	9,688	268	Stable
Utilities	354	347	-7	Declining
Total All Industries	229,027	236,591	7,564	Stable

Source: New Jersey Department of Labor, Industry Sector Information

As indicated above in Table 17, it is projected that in 2032 employment will remain relatively stable and, overall, the economy will grow by 7,564 jobs. The “arts, entertainment, and recreation” and “healthcare and social assistance” industries are anticipated to realize the largest growth increase during the 2022-2023 period.

e. Fair Share determination and capacity to accommodate

For the Fourth Round, the Department of Community Affairs (DCA) has provided a non-binding report on the calculations of regional need and municipal obligations. Supplemental to the DCA's report, each municipality shall determine its present and prospective fair share obligation in accordance with the formulas established in sections 6 and 7 of P.L.2024, c.2 (C.52:27D-304.2 and C.52:27D-304.3) by resolution, which shall describe the basis for the municipality's determination and bind the municipality to adopt a Housing Element and Fair Share Plan. The DCA's report determined that Voorhees Township has a Fourth Round obligation of 206 units.

Following an in-depth examination of the Land Capacity Analysis performed by the DCA, Voorhees Township argued that a reduction from 273.70 to 119.48 total developable acres was warranted due to conditions which significantly restricted development. The justifications for those reductions ranged from inaccessible interior lots, land contained within a Known Contaminated Site, and lands that have already obtained approvals for development or are currently under construction. A copy of the Land Capacity Analysis examination is included in the Appendices of this work. The reduction in the developable land area resulted in a reduced obligation of 181 units.

f. Consideration of lands and existing structures for housing

A consideration of the lands that are most appropriate for the construction of low- and moderate-income housing, the existing structures that may be most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, as well as consideration of lands of developers who have expressed a commitment to provide low- and moderate-income housing is required. The analysis provided below directly addresses each of those three areas to provide a complete examination of Voorhees' developable or redevelopable land and existing structures.

Analysis of land available for low- and moderate-income development

A thorough investigation of potential developable land was completed while reviewing DCA's Land Capacity Analysis (LCA). Several of the shapes shown in the LCA are only a portion of an existing lot, often at the rear of a property with no access to a right-of-way. Some of the properties included in the LCA have never been developed due to the presence of extensive wetlands which make the majority of those sites inaccessible. To clarify, the LCA eliminates the wetlands portions of the properties, so the wetlands areas are not included in the DCA's developable land calculations. However, the included portions of those lots containing wetlands are often broken into small areas at the exteriors of the lots (near the properties lines), making any development of those properties exceedingly challenging or impossible due to wetlands regulations. While those remaining segments (shapes on the LCA) may not

have any development restrictions placed directly on them, they are inaccessible and/or far too small to yield any development due to the presence of wetlands which make the shapes discontinuous from other portions of the lot or a right-of-way.

As stated previously, to Voorhees' knowledge, there are 119.48 total developable acres throughout the township. Few of the remaining undeveloped lots are larger than one acre, significantly limiting suitability for multi-family housing development. Of the parcels publicly available for purchase as of May 14, 2025 on LoopNet.com, a commercial real estate website, only nine (9) sites which are not already approved for development or currently being developed. Those sites are:

804 & 808 S Burnt Mill Road, two vacant parcels being sold together for a total of 1.1 acre listed for \$190,000. There is an existing bus stop located on the adjacent lot. This property could suit a small-scale multi-family development, such as a triplex or similar development.

600 & 602 Centennial Blvd, two vacant parcels totaling 6.6-acres which are planned to be developed as a 120-unit low- and moderate-income housing development. Credits for this property are to be applied to Voorhees Township's Fourth Round obligation.

710 Centennial Blvd, a vacant 3-acre parcel between Chelsea Place, an existing low- and moderate-income housing development, and The Club market rate apartment complex. No price was listed for this property. The site could suit an apartment complex similar to Chelsea Place's size and layout. There is an existing bus stop on the adjacent lot which could service this property, making it particularly well suited for low- and moderate-income housing development.

800 & 802 Cooper Road, two vacant lots totaling 5-acres on wedge-shaped parcel at the corner of Cooper Road and Centennial Blvd, listed for \$1,250,000. This parcel fronts two busy county roadways with the Animal Welfare Association's site forming its only non-street-fronting property line. Due to its odd shape limiting development potential, its significant exposure to two highly trafficked roadways with speed limits of 40 and 45 MPH, and the fact that it is adjacent to an animal shelter, a use which our residents often complain about as being too noisy, this site is not considered to be suitable for the development of residential uses, including low- and moderate-income housing.

122 Route 73, a vacant 2.48-acre lot on a state highway which has received court-ordered development approvals for the construction of a strip mall and is listed for \$1,850,000. Due to the previous litigation to secure development approvals from court after Voorhees denied the application (evidencing the property owner's strong desire to move forward with their commercial development), the listing price making residential development infeasible, and its corner location on a highly-trafficked state highway

with a 55 MPH speed limit and no public transit access, this site is not considered to be well suited for residential uses, including low- and moderate-income housing.

214 Route 73, a vacant 30-acre parcel on a state highway with about half of its land area designated by the NJ DEP as wetlands. No price was listed. Due to its location on a highly trafficked state highway with a 55 MPH speed limit and no public transit access, limited development potential due to the extensive presence of wetlands, and the fact that a proposed low- and moderate-income housing development at 300 Route 73 (an adjacent lot) could not be constructed due to the wetlands area covering a larger area than originally mapped, this site is not considered to be well suited for residential uses, including low- and moderate-income housing.

250 Route 73, a vacant 1.05-acre parcel on a state highway listed for \$448,700. Due to its location on a highly trafficked state highway with a 55 MPH speed limit and limited public transit access, restricted development potential due to the extensive presence of wetlands, and the fact that a proposed low- and moderate-income housing development at 300 Route 73 (an adjacent lot) could not be constructed due to the wetlands area covering a larger area than originally mapped, this site is not considered to be well suited for low- and moderate-income housing.

110 Somerdale Road is a 0.77-acre lot containing the foundation of a former restaurant building and its parking lot. The site is located between Osage Elementary School and the Regina Hill Center for Counseling Support and Healing. The area contains a mix of uses including retail and car service shops, a self-storage facility, and a residential subdivision known as Green Ridge. Across Somerdale Road lies the Voorhees Town Center, where 110 low- and moderate-income units are to be constructed as part of the Town Center Redevelopment Plan. Due to the size of the lot and the intended construction of 100 low- and moderate-income units directly across the street, this site is not considered to be highly suitable for the construction of low- and moderate-income housing.

10 W White Horse Road, a vacant L-shaped 0.88-acre lot which fronts on White Horse Road as well as Burnt Mill Road and is listed for \$395,000. Despite its frontage on two county roadways, this site is located within a mostly residential area with existing bus stops, several restaurants and stores including a “super” Wawa, and the Lindenwold PATCO rapid transit system within walking distance. This site is considered to be well-suited for low- and moderate-income housing.

When searching for residentially-zone undeveloped parcels available for purchase as of May 15, 2025 on realtor.com, a residential real estate website, only four (4) lots populated. Those parcels were:

1100 Rural Ave, a mostly vacant 4.58-acre lot with some wetlands mapped along the rear property line, listed for \$1,000,000. This site is large enough to be suitable for multi-family development; however, it

is located on a dead-end street with no access to public transportation. The Ashland PATCO station, the nearest stop on the line, is just over one mile away. As a result, this parcel is not considered to be well suited for low- and moderate-income housing.

400 Cooper Road, a vacant 1.69-acre wedge-shaped lot with a small amount of wetlands along the rear property line, listed for \$110,000. The immediate area is residential, with single-family dwelling subdivisions dominating both sides of Cooper Road and a condominium development known as “The Lakes at Alluvium” nearby. The nearest bus stop is located at the corner of Route 73 and Cooper Road, almost a mile away from this site. Due to its lack of access to public transportation and the presence of mapped wetlands, this parcel is not considered to be well suited for low- and moderate-income housing.

323-1 Kresson-Gibbsboro Road, a vacant 1.19-acre lot that is part of an approved 5-lot single-family cul-de-sac subdivision, listed for \$350,000. This lot has limited access to public transportation with the nearest bus stop located about a mile away at Virtua hospital. This parcel is not considered to be well suited for low- and moderate-income housing.

1193 Kirkwood-Gibbsboro Road, a vacant 1.13-acre lot which DEP’s NJ-GeoWeb site shows as almost entirely wetlands, listed for \$299,000. As a result of the mapped wetlands covering the vast majority of this property, this parcel is not considered to be well suited for low- and moderate-income housing.

Analysis of sites with existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing

1202 Berlin Road is an 11,600 SF flex storage/warehouse and office building constructed in 1980 with a detached garage located on a 1.5-acre site, listed for \$1,499,000. The area consists of a wide array of uses including residential, commercial shops, restaurants, and a dance school. It is considered well-suited for the construction of low- and moderate-income housing, however, due to Victory Commons being located directly across the street from this property, it is recommended that future low- and moderate-income developments are located elsewhere in the township to ensure that affordable housing units are spread throughout the community.

1213 Berlin Road is a 1.29-acre lot with a 1,054 SF one-story building located next to 1223 Berlin Road, the site upon which Victory Commons is currently under construction. The site is located across the street from the previously described site. It is considered well-suited for the construction of low- and moderate-income housing, however, due to the size of the building located on the site, conversion is not possible. Further, since Victory Commons is located directly next to this property, it is recommended

that future low- and moderate-income developments are located elsewhere in the township to ensure that affordable housing units are spread throughout the community.

332 S Burnt Mill Road is an existing 19,000 SF one-story warehouse/retail building constructed in 1966 and listed for \$3,200,000. The site is located near the busy intersection of Burnt Mill and Somerdale Roads in an area which contains mostly industrial and warehousing uses. There is, however, a Domino's Pizza at the corner mentioned and a strip mall of 9 small businesses within walking distance. The site is considered well-suited for a conversion to low- and moderate-income housing.

201 Laurel Road is an existing 8-story office building proposing to convert the existing structure into residential apartments. At the time of the last discussion, the developer proposed to construct 178 apartments within the building with 35 of those units available to low- and moderate-income individuals and families. This redevelopment project would result in the adaptive reuse of a vacant office building located near the Voorhees Town Center. The property has the Camden County Library next door, and restaurants and office buildings within walking distance. This site is considered well-suited for an inclusive conversion to residential apartments.

1010 Old Egg Harbor Road is an existing 71,728 SF industrial building constructed in 1972 on a 5.27-acre lot. The site is located on a dead-end street in a mixed use area consisting mostly of industrial and residential properties. Due to the site's isolated location, its only access being from a ~19' wide uncurbed road located within the neighboring community of Gibbsboro, and the lack of access to public transportation, this site is not considered to be suitable to low-and moderate-income housing development.

401 White Horse Road is an existing 224,000 SF multi-tenant office building constructed in 1972 and renovated in 2000. The site has been vacant for the past few years, except for a corner of the building which has been occupied by a government office since 2025. The site is located on White Horse Road with between professional offices, Kirkwood Park, and Kirkwood Forest, a Township-owned property that is almost entirely covered in wetlands. Several restaurants and shops are also within walking distance. This site is considered well-suited for a conversion to low- and moderate-income housing.

Consideration of lands of developers who have expressed a commitment to providing low- and moderate-income housing

Voorhees Township has been approached by or otherwise been in contact with a few potential low- and moderate-income housing developers. The Michaels Organization, who is currently constructing Victory Commons at 1223 Berlin Road, has expressed sincere interest in developing a 120-unit low- and moderate-income family rental community at 600 Centennial Blvd.

The Walters Group has also been in contact with Voorhees Township. The Group is proposing a 60 unit 100% affordable housing development to be located along Laurel Oak in the existing shopping center. The Township has received a Letter of Intent and is considering the site to be part of their Fair Share Plan.

Voorhees has also received a letter from Richard J. Hoff, Jr, Esq. as representative for the owners of several lots which make up the Kresson Golf Course. His letter expressed the owners' interest in constructing an inclusive development on their site at 298 Kresson Road. The DCA's NJ-GeoWeb mapping shows that the area around this site is largely wetlands, with the site itself containing Cedar Lake, several streams connecting to other lakes, a tributary for the Barton Run stream, and connections to the nearby Cooper River and its tributaries. Depending on how the development were laid out and whether access to Virtua hospital's loop road would be granted, the site could have access to public transit via existing bus stops on Virtua's campus. Aside from the bus stops located on the hospital's campus, there are no public transit options nearby. The property is located within a mostly residential portion of the township with no restaurants, grocery stores, or shops within half of a mile. As a result, this parcel is not considered to be well suited for low- and moderate-income housing.

g. Analysis of the extent to which municipal ordinances and other local factors advance or detract from the goal of preserving multigenerational family continuity as expressed in the Multigenerational Family Housing Continuity Commission, pursuant to paragraph 1 of subsection f. of section 1 of P.L.2021, c.273 (C.52:27D-329.20).

The Multigenerational Housing Continuity Commission was charged with preparing and adopting recommendations on how governments, community organizations, private entities, and community members may advance the goal of enabling senior citizens to reside at the home of their extended families. As of the date of this Housing Plan, no recommendations have been adopted by the Multigenerational Family Housing Continuity Commission in which to provide an analysis.

To address the overarching goal of the Commission, Voorhees Township does not prohibit multigenerational family housing. Any residential property may add additional living space for use as an "in-law suite."

h. Analysis of compliance with Highlands Regulations

Voorhees Township is not located within the jurisdiction of the Highlands Water Protection and/or Planning Commission, therefore, this section is not applicable.

i. Analysis of consistency with the State Development and Redevelopment Plan, including water, wastewater, stormwater, and multi-modal transportation

The State Development and Redevelopment Plan (SDRP) aims to:

1. promote economic growth that benefits all residents,
2. provide an adequate supply of housing for residents of all ages and incomes in communities of their choosing,
3. enable economic opportunity through nation-leading infrastructure,
4. revitalize and recenter the state's underutilized developed areas,
5. effectively address the adverse impacts of global climate change,
6. protect, maintain, and restore the state's natural and water resources and ecosystems,
7. protect the environment; prevent and clean up pollution,
8. protect, enhance, and improve access to areas with exceptional archeological, historic, cultural, scenic, open space, and recreational value,
9. implement equitable planning practices to promote thriving communities for all, and
10. foster sound and integrated planning and implementation at all levels statewide.

Voorhees Township shares these goals and aims to improve the community by incorporating these elements into all proposed development and redevelopment projects. Its Planner continues to review and suggest updates to the Township's Unified Land Development Ordinance to improve adaptability and accomplish the goals set forth by the SDRP. Its Economic Development Director works with businesses interested in locating within the township, finding solutions which enable their success while adaptively reusing vacant commercial sites, thereby strengthening Voorhees' tax base without creating burdens or nuisances to existing residents and businesses. While Voorhees has been nearly built out for several years, the Township's housing supply continues to grow through the redevelopment of former commercial sites and proposed reuse of existing commercial buildings.

Voorhees Township's current housing supply is made up of a strong mix of residential housing types, including everything from studio apartments to million dollar single-family dwellings, with a multitude of senior and special needs assisted living facilities located throughout the township. Voorhees has satisfied its previous round obligations through the construction of low- and moderate-income housing developments including 100% affordable family, inclusive units created in compliance with set-aside

requirements, age-restricted affordable housing developments, and assisted living facilities for individuals with developmental disorders or brain injuries. While the Township currently offers a wide array of housing opportunities for all income levels and does not prohibit or restrict multigenerational housing, it could improve its practices to promote greater mixing of housing types. Further, Voorhees should consider permitting higher density residential development near the Ashland and Lindenwold PATCO Stations.

Voorhees continues to maintain and improve its public rights-of-way while adding sidewalks, bike lanes, and curbing to many sections of the community. Its land use boards, Environmental Commission, and Planner review all development and redevelopment plans to ensure that the most recent environmental regulations are accounted for, and all development projects preserve the maximum amount of extant natural landscaping and conditions on each site. This includes wetlands, buffer areas, floodplains, stormwater considerations, and the presence of natural habitats for various species including those classified as endangered. Voorhees strives to have sites containing hazardous conditions remediated, with many of its former industrial sites being cleaned up over the past few years. The Township continues to purchase both developed and undeveloped lands to preserve its natural resources and improve public safety through better roadway connections and has continued to expand its sewer service to provide more of its homes with public sewer connections.

Voorhees Township has pursued the redevelopment of its obsolete shopping mall center, formerly known as Echelon Mall, for many years. During the first phase of the site's redevelopment, it was renamed Voorhees Town Center, and the Foster Square apartment complex with first floor retail and restaurant tenants was constructed in the New Urbanist tradition. The first phase approved two additional buildings which were never constructed. Current redevelopment plans for the site, which have been approved through the Township Committee, include the construction of hundreds of residential townhomes and apartments on the surface parking areas surrounding the mall structure. A parking garage will be constructed as well, enabling mall visitors to access the site from that structure. The designated redeveloper is currently in the process of obtaining funding for the redevelopment project.

Shifting focus from development and redevelopment to preservation, Voorhees Township was heavily forested until its older sections were cleared to make way for homes, sawmills, and farms. It remained mostly forests and farms until development boomed in the area in the 1960s and 70s. As a result, Voorhees has few historic sites, with the Glendale Methodist Episcopal Church at 615 Berlin Road being its only site on the National Register for Historic Places. Voorhees has no known archeological, cultural (aside from the aforementioned church), or scenic sites, but maintains a number of public parks with extensive recreational facilities and preserved open space areas which include open lands, waterways,

and forests. Voorhees will continue to preserve its community amenities and natural resources to the best of its ability.

Multi-modal transportation is a staple of Voorhees Township's development. South Jersey historical records show that Berlin Road and State Route 73 have been in use for hundreds of years, originally carrying horses and wagons across the area. As development expanded beyond the two major thoroughfares, public roadways were constructed to provide access to all lands within the municipality. The township's roadways are well maintained and provide ample options for personal vehicle access as well as public transportation via the bus service provided by NJ Transit. Voorhees Township maintains a Senior Citizen Program which provides free bus services from several locations throughout the township. The service operates Monday through Thursday, transporting Voorhees residents of 50 years of age or greater from locations near their homes to retail stores, banks, and Voorhees' Senior Citizen Club. Finally, Voorhees' Ashland Station provides access to the PATCO rapid transit system, enabling riders to travel to and from Philadelphia and Atlantic City. The Township continues to seek opportunities to encourage transit oriented redevelopment near Ashland Station.

Voorhees strives to uphold its reputation as a highly desirable community for residents, a welcoming location for new and established businesses, and a place where natural resources are protected and fostered through purposeful planning.

FAIR SHARE PLAN

A. Fair Share Obligation Summary

The cumulative 1987-2035 affordable housing obligation for the Township was calculated based upon the rehabilitation share, prior round obligation, Third Round obligation, and Fourth Round obligation. Expert reports prepared by Dr. Kinsey and EConsult used N.J.A.C. 5:93 to calculate Voorhees Township's previous fair share obligations with the final figures being agreed to by both Voorhees Township and the Fair Share Housing Center. The Fourth Round obligation has been determined by removing undevelopable land from the Department of Community Affairs's (DCA) Land Capacity Factor. The DCA's original calculation yielded a Fourth Round obligation of 206 units. Following an in-depth analysis of the parcels included in their review, the Township has requested a reduction of 25 units, bringing the Fourth Round obligation to 181 units. Voorhees Township's affordable housing obligations are summarized within Table 18 below.

Type of Obligation	Units
Rehabilitation Obligation	9
Prior Round Obligation (1987-1999)	456
Third Round Gap and Prospective Need (1999-2025)	510
Fourth Round Obligation (2025-2035)	181 (206)
Cumulative 1987-2025 Obligation	1,156 (1,181)

The following sections outline the Township's compliance with its Fair Share Obligation. Several appendices are noted in the subsequent sections. Any proposed ordinance or resolution attached hereto as an appendix may be subject to change in accordance with an approved Housing Plan Element and Fair Share Plan, a Court order, or otherwise as required by law.

B. Rehabilitation Share

Previously, according to a report prepared by Dr. Kinsey, Voorhees Township had a rehabilitation share of 247 units. The methodology used by Dr. Kinsey, which has been accepted by previous Mount Laurel decisions, relies heavily upon Census data. It should be noted other expert reports have calculated a similar rehabilitation share for Voorhees Township. A more thorough analysis was prepared by the Township of Voorhees to confirm or adjust the pertinent Census data used to calculate a Municipal Present Need. The Township's analysis found that its rehabilitation share should be adjusted to 9 deficient units based on the report's findings that Census data estimates of incomplete kitchen facilities are much higher than reality. This higher and incorrect estimate of incomplete kitchen facilities

erroneously skewed the Township's Present Need and therefore required an adjustment. The full analysis can be found in Appendix E. The executed Final Amended Settlement Agreement between Voorhees Township and the Fair Share Housing Center, dated March 4, 2025, affirmed a rehabilitation share of 9 units.

The Township participates in Camden County Improvement Authority's Home Improvement and Housing Rehabilitation Program. The Home Improvement Program is County wide and uses Community Development Block Grant (CDBG) funds, HOME funds, and program income to rehabilitate existing owner-occupied units. The Court requires a ten (10) year deed restriction and that an average of \$10,000 to be spent per unit. The funding for the rehabilitated units will come from the Township's affordable housing trust fund. Funds will be transferred from the trust fund to the County for the rehabilitation program. However, the Township will have to rehabilitate renter-occupied units through its own program since the County program only rehabilitates owner-occupied units. Voorhees Township will continue to rehabilitate units through the County's program and its own program until the entire rehabilitation obligation is satisfied. Appendices include draft Developer Fee Spending Plan which outlines how the Township's rehabilitation program and other affordable housing programs will be funded and implemented.

C. Prior Round (Round I and Round II) (1987- 1999) Obligation

The 456 unit Prior Round Obligation for Voorhees Township has been met through inclusionary zoning developments, special and supportive needs housing, and prior cycle credits that have all been constructed and are currently occupied. All of these affordable housing projects, as shown in Table 19, provide a total of 467 affordable housing credits which entirely satisfy the Township's prior round obligation and contribute 11 credits towards its Third Round Obligation.

Bonus Credit Limitations

Per the requirements of N.J.A.C. 5:93, Voorhees Township must meet the following minimums and maximums when addressing its prior round obligation.

Age-Restricted

In accordance with the Settlement Agreement, 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 towards 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.

$$25\% (510+ 456) = 241$$

Per the agreement , Township of Voorhees can apply maximum of 241 credits for its age restricted affordable housing. Township is applying 200 credits to its prior round and 41 credits to its third round from the 267 units age restricted development known as Echelon Towers.

Rental Obligation and Rental Bonus Credits

Per N.J.A.C. 5:93-5.15, a municipality has an obligation to provide a realistic opportunity to construct rental units. The following is the appropriate formula to determine the minimum number of rental units Voorhees Township must provide as part of its overall obligation. $0.25(\text{municipal pre-credited need} - \text{prior cycle credits} - \text{impact of the 20 percent cap} - \text{the impact of the 1,000 unit limitation})$. Applying the formula yields the following:

$$0.25*(456 - 0 - 0 - 0) = 114$$

Voorhees Township must provide a minimum of 114 affordable rental units for the Prior Round Obligation. The minimum of 114 affordable rental units also acts as the maximum number of rental bonus credits Voorhees Township is eligible to put towards its Prior Round Obligation. 'A municipality shall receive two units (2.0) of credit for rental units available to the public, but no rental bonuses shall be granted for rental units in excess of the rental obligation. Voorhees Township will contribute 114 rental units, including 72 rental units in Chelsea Place, and 42 rental units in 3 Sheppard Ave. This satisfies the Township's Prior Round rental obligation and allows 114 rental bonus credits to be contributed towards the Prior Round Obligation. The following section outlines all inclusionary zoning projects or credits for the prior round.

100% Affordable Development

Echelon Towers

Echelon Towers, previously called Echelon House, is an age-restricted rental complex located at 219 Laurel Road and is known as Block 150.02 Lot 1.03. The complex was funded through HUD's Section 202 program in the late 1970s and was first occupied in 1980. Echelon Towers has 267 units which are all currently occupied. 200 credits from this development will be contributed towards the Township's Prior Round Obligation with the balance of available age-restricted credits (41) being applied toward the Third Round Obligation. The affordability controls for this development were extended through 2055.

Inclusionary Project

Chelsea Place

Chelsea Place is an inclusionary development located adjacent to the Club at Main Street. The units of Chelsea Place are on Chelsea Court just off Hermitage Drive which intersects Centennial Boulevard. The tax lots of Chelsea Place are Block 2203 Lots 13.05 and 13.07 (*Block 213.01 Lot 91*). Established in 1998, there are 72 low- and moderate-income units consisting of two and three bedroom apartments. The development is managed by AAH Management. All 72 units are affordable rentals, which allows them to be credited towards the Prior Round Obligation and allows each unit to count as a rental bonus credit. Therefore, Chelsea Place produces 144 affordable housing credits towards the Township's Prior Round Obligation.

100% Affordable Housing

3 Sheppard Ave (Block 207 Lot 12)

Township of Voorhees has zoned this property for a 100% affordable housing development to be developed with 60 multifamily units. Of the 60 units, 42 unit credits are applied to the Prior Round and 18 unit credits is applied to the Third Round. The units bedrooms and income distribution shall meet the UHAC Requirement.

Site Suitability Analysis for AH-II Overlay Zone (Block 207, Lot 12; AKA 3 Sheppard Road)

(a) Sites designated to produce affordable housing shall be available, approvable, developable and suitable, according to the following criteria:

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;

To the extent known, this parcel does not possess any title encumbrances that would preclude the development of affordable housing. The Township is the fee simple owner of the Site. The Township has authorized Sheppard Road, LLC to be the Developer of the Project.

2. The site is adjacent to compatible land uses and has access to appropriate streets;

The adjacent parcels include The Malvern School daycare, a small one-story medical office building, and the Animal Welfare Association, a no-kill shelter and low-cost animal clinic. On the other side of Sheppard Road lies "Sheppard Office Park," a 48-unit one-story professional office complex containing

mostly medical practices. The subject site is within walking distance (less than one-quarter mile) of Voorhees Township's Connolly Park which lies just beyond Sheppard Office Park.

The property fronts on Sheppard Road and is located just ~300' from Centennial Blvd, a collector road which contains a mix of residential and non-residential uses. There is currently an NJ Transit sheltered bus stop located at the nearby intersection of Centennial Blvd and Hermitage Drive and an uncovered bus stop located at Cooper Road and East Red Oak Drive.

3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and

Voorhees Township currently services all adjacent properties with public sewer and can provide service to this site as well. NJ American Water provides water to all properties in this area, and obtaining a connection for this site is not expected to raise any concerns or issues.

4. The site can be developed consistently with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be made in accordance with N.J.A.C. 5:21-3.

There appear to be no physical impediments or physical characteristics which would impede development of the subject property in accordance with the Residential Site Improvement Standards.

The applicant has recently filed the application with Township of Voorhees Planning Board.

Special Needs/Supportive Housing

Guidance Center Group Home

The Guidance Center Group Home was occupied within the prior cycle period between April 1, 1980 and December 31, 1986. The Guidance Center Group Home contributes five (5) prior cycle credits to the Township's Prior Round Obligation. It is located at 204 Homer Avenue known as Block 11 Lot 9.

Judith Flicker House

The Judith Flicker House is located at 1001 Van Buren Road known as Block 150.02 Lot 3. The Judith B. Flicker Center is owned and operated by Bancroft. It is a 100% affordable group home with 18 units where adults with autism, acquired brain injuries, or other disabilities can live and be treated. Therefore, all 18 units may be counted towards the Prior Round Obligation.

Group Homes

Township of Voorhees 16 additional Group Home Credits for the four (4) group homes located within the Township. Each of this Group Home is a four bedroom unit, apply 1 credit per bedroom. These are Group Homes for the developmentally disabled individuals.

List of Group Homes	
Name	Credits
5 Lafayette Ave	4
6 Chandler Ave	4
904 Rural Ave	4
11 Eastwood Drive	4
	16

Summary

The following table outlines Voorhees Township's Prior Round Obligation including which projects contribute units and/or bonus credits.

Table 19: Voorhees Township Prior Round Obligation Compliance			
Prior Round Total Obligation	456		
Projects	Credits	Bonuses	Project Type
Echelon Towers (Block 150.02 Lot 1.03)	200		Senior Rental
Chelsea Place (Block 2203 Lots 13.05 and 13.07)	72	72	Family Rental
3 Sheppard Ave (Block 207 Lot 12)	42	42	100% Affordable- Family Rental
<i>Special Needs Housing/Supportive Housing</i>			
Guidance Center Group Home -204 Homer Ave (Block 11 Lot 9)	5		Special Needs Housing
Judith Flicker House (Bancroft) (Block 150.02 Lot 3)	18		Special Needs Housing
Archway -5 Lafayette Ave	4		Special Needs Housing
Camden County Arc – 6 Chandler	4		Special Needs Housing
Camden County Arc – 904 Rural Avenue	4		Special Needs Housing
QMANJ 11 Eastwood Drive	4		Special Needs Housing
Subtotal	353	114	
Total Credits and Units	467		
Surplus Credits	11		

D. Third Round 1999-2025 Obligation

As agreed in the Final Amended Settlement Agreement dated March 4, 2025, Voorhees Township has a Third Round obligation of 510 units for the period from 1999 to 2025. This updated Third Round Need shall include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, as recognized by the Supreme Court in In re Declaratory Judgement Actions Filed by Various Municipalities, 227 N.J. 508 (2017).

Voorhees Township will satisfy its Third Round Obligation through 11 surplus units from the Prior Round, existing inclusionary developments, existing group homes, and proposed affordable family development. In total, Voorhees Township contributes 511 credits towards its Third Round Obligation. This entirely satisfies the Third Round Obligation and creates a surplus of 1 affordable housing credits that may be attributed to any future affordable housing obligation.

Bonus Credit Limitations

The following are Voorhees Township's Third Round Obligation minimums and maximums per the requirements of N.J.A.C. 5:93.

Age-Restricted

In accordance with the Settlement Agreement, 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 towards 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.

$$25\% (510 + 456) = 241$$

Per the agreement , Township of Voorhees can apply maximum of 241 credits for its age restricted affordable housing. Township is applying 200 credits to its prior round and 41 credits to its third round from the 267 units age restricted development known as Echelon Towers.

Rental Obligation and Rental Bonus Credits

Per N.J.A.C. 5:93 -5.15 (d) and the Settlement Agreement at least 25% of the Third Round need shall be met through rental units, including at least half in rental units available to families.

$$25\% (510) = 128$$

Of this minimum 64 rentals should be available to the families.

Township of Voorhees meets this requirement through providing 233 family rental units.

Family Units

Per the agreement at least half of the units addressing the Third Round Need in total must be available to families.

$$50\%(510-128) = 191$$

Township of Voorhees meets this requirement by providing minimum 233 family units.

100% Affordable Development

Echelon Towers

Echelon Towers was previously described in the Prior Round Obligation section of this plan. As noted in that section, the units within Echelon Towers have extended their affordability controls until the year 2055. Voorhees Township will apply the 41 credit balance for these age-restricted affordable units towards its Third Round Obligation.

Inclusionary Development

Foster Square Apartments (Block 150.01 Lot 3)

PREIT Services, LLC is the redeveloper that constructed and redeveloped the Echelon Mall site Phase I into the Voorhees Town Center. Included in this redevelopment was the construction of 400 market rate units known as Foster Square Apartments. Twenty five (25) of these units are affordable rental units for qualified low- and moderate-income households. These units are completed. This development provides 23 bonus credits in addition to the 25 unit credits for a total of 48 credits toward Third Round compliance.

Special Needs/Supportive Housing

Echelon Glen Group Home

Township of Voorhees is seeking 5 credits for the 5 one bedroom supervised apartment. These apartments are located along Bibbs Road identified as 1124 Bibbs Road Apt #2, 1132 Bibbs Road Apt# 3, 1144 Bibbs Road Apt# 3, 1158 Bibbs Road Apt# 2, 308 Echelon Road Apt# 3.

Oaks Integrated Care Group Homes

Township of Voorhees is seeking 26 credits from the group homes noted below:

List of Group Homes	
Name	Credits
102 Lucas Lane	2
108 Lucas Lane	1
306 Lucas Lane	2
1506 Lucas Lane	2
606 Britton Place	2
1402 Roberts Way	2
1501 Britton Place	2
1505 Britton Place	2
1506 Britton Place	2
2102 Sandra Road	1
213 Bergen Ave	4
133 Paradise Drive	4
	26

Bancroft Supervised Apartments

Bancroft is a leading regional nonprofit provider of programs and services for individuals with autism, intellectual and developmental disabilities and those in need of neurological rehabilitation.

Bancroft has several apartments scattered throughout Township of Voorhees that are offered to these individuals. Through the Settlement Agreement, Township was approved to take credits for existing units owned and operated by Bancroft without the imposition of any deed restrictions, provided Bancroft commits to make such units available to low or moderate income persons through Bancroft and the Township agreement. A list of these units are provided in the appendices of this document. An agreement shall be provided.

100% Affordable Development

1223 Berlin Road (Block 263 Lot 11)

This is a 100% Affordable Development that has received site plan approval in August 2019. The project is currently under construction and is slated for completion in Summer 2025. The bedroom distribution as well as income distribution shall all comply with the UHAC requirements.

Inclusionary Development and 100% Affordable Development

Voorhees Town Center (Block 150.01 Lot 1, 2, 5 and 5.01)

Voorhees Town Center is located in the north western portion of the Township in the Ecehlon neighborhood. This Phase II portion of the mall, comprising of the lots noted above, contains the Mall, including several retail stores and the Township of Voorhees, municipal building. The site was designated as Area in need of Redevelopment on May 14, 2018. A Redevelopment Plan for the site has been adopted 2018 that permits mixed use including residential and commercial development. Currently the Township is proposing an amendment to the Redevelopment Plan that would include 201 market rate units and 50 affordable stacked townhome units and 60 100% affordable housing development.

Site Suitability Analysis for Amended Town Center Redevelopment Overlay Zone (Voorhees Town Center)

(a) Sites designated to produce affordable housing shall be available, approvable, developable and suitable, according to the following criteria:

1. The site has a clear title and is free of encumbrances which preclude development of affordable housing;

To the extent known, this parcel does not possess any title encumbrances that would preclude the development of affordable housing. It is owned in its entirety by a single owner and has been deemed an Area in Need of Redevelopment. The Redevelopment Agreement names Hoboken Brownstone Company as the redeveloper.

2. The site is adjacent to compatible land uses and has access to appropriate streets;

The subject parcels contain the Voorhees Town Center, a retail shopping center with extensive surface parking. Adjacent to the mall parcel are several residential developments including Seaton Voorhees, Echelon Tower, the Green Ridge subdivision, and the mixed use development known as Foster Square Apartments. Adjacent non-residential uses include The Learning Experience daycare, the Camden County Library, and several professional office buildings. Directly across Somerdale Road lies Osage Elementary School, the Regina Hill Center for Counseling, Support, and Healing (operated by Center for Family Services), a vehicle service center, and a Domino's Pizza.

The site has frontages on two county roadways, Burnt Mill Road to the west and Somerdale Road to the north. To the south, the property fronts on Laurel Road, which serves as a partial ring road around

the mall site. In addition to the site's street access, NJ Transit maintains five stops at the Voorhees Town Center site.

3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4; and

Voorhees Township already provides the subject parcels with public sewer. NJ American Water already provides water to these properties.

4. The site can be developed consistently with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be made in accordance with N.J.A.C. 5:21-3.

There appear to be no physical impediments or physical characteristics which would impede development of the subject property in accordance with the Residential Site Improvement Standards. As mentioned, the site is currently developed with extensive surface parking. The parking areas provide plenty of space for the construction of affordable units which will meet RSIS standards.

Very Low Income

Voorhees Township has a Very Low Income (VLI) minimum obligation of 23 units. Through three (3) planned developments, the Township will provide a total of 32 VLI units. This will be achieved by the construction of 8 VLI units at 3 Sheppard Road, 10 VLI units at 1223 Berlin Road, and 14 VLI units as part of the Voorhees Town Center redevelopment project.

Summary

Table 20 provides a summary of the Township's Fair Share Plan to satisfy its Third Round Obligation.

Table 20: Voorhees Township Third Round Obligation Compliance			
Third Round Total Obligation	511		
Project	Credits	Bonus	Project Type
Echelon Towers (Block 150.02 Lot 1.03)	41		Senior Rental
Echelon Glen Group Home (See description)	5		Supportive Needs
Oaks Integrated Group Home (see description)	26		Supportive Needs
Bancroft Supervised Apartments (see appendices)	67		Supportive Needs
Foster Square Apartments (Block 150.01 Lot 3)	25	23	100% Affordable Family
3 Sheppard Road (Block 207 Lot 12)	18		100% Affordable Family
Victory Commons (1223 Berlin Rd) (Block 263 Lot 11)	80	80	100% Affordable Family
Voorhees Town Center Inclusionary (150.01 Lot 1,2, 4 5)	50		Inclusionary
Voorhees Town Center 100% Affordable Block 150.01 Lots 1, 2,5, 5.01)	60	25	100% Affordable Family
Total	372	128	
Carryover credits from Prior Round	11		
Total credits toward Third Round	511		One-unit surplus*

*One-unit surplus shall be eligible for future credits in a manner consistent with controlling law and jurisdiction pursuant to P.L. 2004, c.2, or any subsequent and controlling changes in law in the given Round.

Voorhees Township completely satisfies its Third Round Obligation for the 1999-2025 period. The number of affordable housing credits provided exceeds the Township's 1999-2025 Third Round Obligation. This allows 1 affordable housing credit to be contributed to the subsequent affordable housing cycle.

E. Fourth Round 2025-2035 Obligation

As discussed above, Voorhees Township had an obligation of 510 units in the Third Round. Its plans will result in the production of 511 total units for a surplus of 1 affordable housing credit to be applied to the Fourth Round. In the Department of Community Affairs' "Fair Share Housing Obligations for 2025-2035 (Fourth Round)," issued in October 2024, they determined that Voorhees Township would have a Fourth Round obligation of 206 units. As mentioned, following a parcel-by-parcel investigation of the land included in the DCA's Land Capacity Analysis, the Township Planner determined that the developable land area should be reduced to 119.49 acres. That reduction in the developable land area results in a reduced obligation of 181 units. .

The Township has a Fourth Round (2025 – 2035) Obligation of 181 affordable units.

The following minimum and maximum requirements must be met when addressing the Fourth Round Obligation:

- **Age-Restricted Units:** A maximum of 30% of credits claimed by the may be age-restricted, or senior housing units exclusive of bonus credits
 - $30\% \times 181-45 = 40$
 - A maximum of 40 units may be age-restricted senior housing units.
- **Family Units:** A minimum of 50% of credits to satisfy the Fourth shall be for units available to families (non-age restricted or non-special needs housing), exclusive of bonus
 - $50\% \times 181-45 = 68$
 - A minimum of 68 units must be family units.
- **Rental Units:** A minimum of 25% of credits claimed by the Township must be rental units, with at least half of those rental units being available to families.
 - $25\% \times 181-45 = 34$
 - A minimum of 34 units must be rental units
 - A minimum of 17 units must be family rental units.
- **Bonus Credits:** The Township may claim bonus credits for rental units at the following ratios, with a maximum of 25% of the obligation being satisfied through bonus credits:
 - A maximum of 45 bonus credits can be applied to the Fourth Round obligation.

Fourth Round Compliance Mechanisms

600 Centennial Boulevard Redevelopment (Block 213.01 Lots 95 and 96)

600 Centennial Boulevard is a planned affordable housing redevelopment project which will create 120 family units on what is currently Block 213.01, Lots 95 and 96. The site was previously used as a RediMix concrete plant, but has been cleared of any contamination, as evidenced by the Unrestricted Use, Entire Site, Industrial Site Recovery Act (ISRA), Response Action Outcome (RAO), issued by Daniel D. Lawler, Licensed Site Remediation Professional # 1029695 on January 10, 2025. This site is eligible for bonus credits since it involves the redevelopment of a formerly non-residential site.

The proposed affordable housing units will be constructed in six (6) 3-story buildings. Each building will contain multiple bedroom configurations, ranging from 1- to 3-bedroom units. A stand-alone 1-story club house will be built in the center of the site. A conceptual site plan showing the proposed layout and location of each building is included below.



Site Suitability Analysis

Four categories of site suitability criteria were identified by the NJ Council on Affordable Housing (COAH) as part of the prior round Rules. Those categories address a site's availability, approvability, developability, and suitability for the construction of affordable housing development. The two properties selected for affordable housing development compared to the COAH site suitability standards, as

follows: Sites designated to produce affordable housing shall be available, approvable, developable and suitable, according to the following criteria:

1. The site has a clear title and is free of encumbrances precluding development of affordable housing;

To the extent known, this parcel does not possess any title encumbrances that would preclude the development of affordable housing. It is owned in its entirety by a single owner.

2. The site is adjacent to compatible land uses and has access to appropriate streets;

The adjacent parcels include a United States Postal Service building and a one-story medical office called "Centennial Medical Center" to the south, single-family homes to the east, a self-storage building to the north, and the Malvern School daycare and a small one-story medical office building to the west, across Centennial Blvd. The subject site is also within walking distance (about 350 feet) from Voorhees Township's Connolly Park.

The property fronts on Centennial Blvd, a collector road which contains a mix of residential and non-residential uses. There is currently an NJ Transit sheltered bus stop located at the nearby intersection of Centennial Blvd and Hermitage Drive and an uncovered bus stop located at Cooper Road and East Red Oak Drive.

3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4;

Voorhees Township currently services all adjacent properties with public sewer and can provide service to this site as well. NJ American Water provides water to all properties in this area, and obtaining a connection for this site is not expected to raise any concerns or issues.

4. The site can be developed consistently with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be made in accordance with N.J.A.C. 5:21-3.

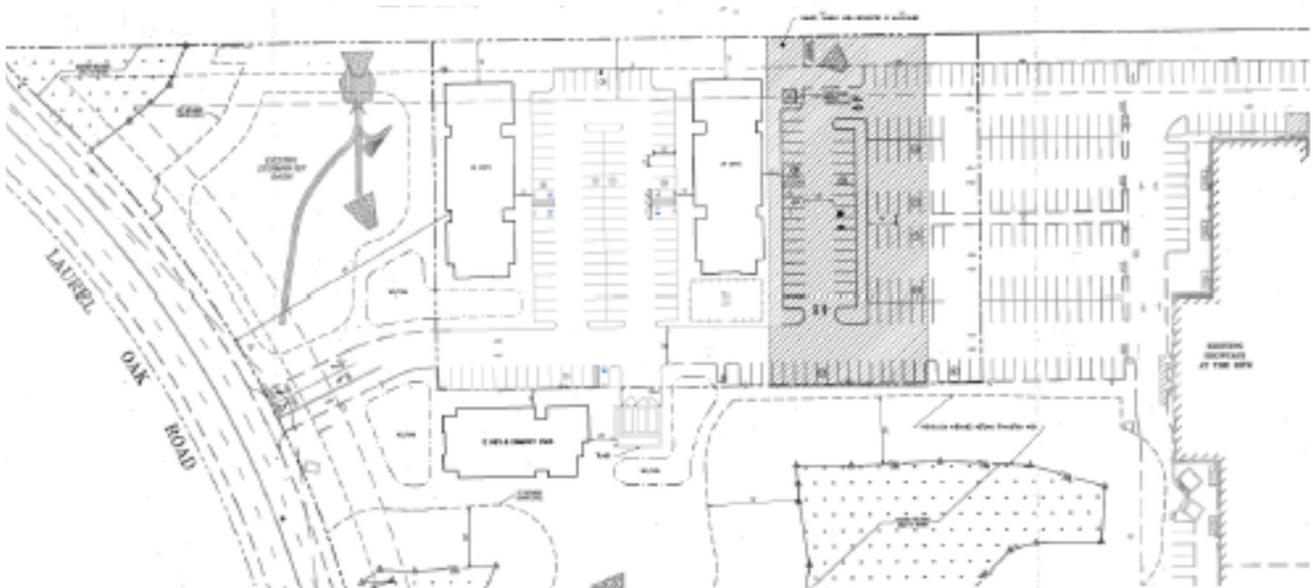
There appear to be no physical impediments or physical characteristics which would impede development of the subject property in accordance with the Residential Site Improvement Standards.

Laurel Oak Road Redevelopment (Block 198 Lot 7)

The Laurel Oak Road project will create 60 affordable family units on what is currently Block 198, Lot 7. A 3.5 ac ± portion of this site located to the rear of the property, behind the AMC Cineplex building is proposed to developed with a 100% affordable family rental development.

The existing parcel comprises multiple buildings and uses, most of which are located toward the “front” of the property near the site’s Berlin Road frontage. These buildings and uses include a multi-tenant strip mall containing retail, personal service, and restaurant tenants and two stand-alone restaurants. A cineplex, known as the AMC Voorhees 16, stands near the middle of the site, essentially dividing it into two sections with all commercial uses lying in front of it. Behind the cineplex, there is currently only an overflow parking lot, detention and retention basins, and an undeveloped area which contains wetlands and a wetlands transitions area. All existing commercial buildings and the known wetlands and wetland transition areas will not be affected by this redevelopment.

The proposed affordable housing units would be constructed toward the rear of the property, behind the cineplex near the Laurel Oak Road frontage. Most of the proposed 3-building redevelopment project would be located within the footprint of the existing overflow parking area. Two of the buildings will contain 24 affordable family units, while the third building will contain 12 affordable family units as well as a community space, as shown in the plan below. As a result, this project will result in the creation of 60 new construction affordable units on a formerly commercial property.



Site Suitability Analysis

(a) Sites designated to produce affordable housing shall be available, approvable, developable and suitable, according to the following criteria:

The site has a clear title and is free of encumbrances which preclude development of affordable Housing;

To the extent known, this parcel does not possess any title encumbrances that would preclude the development of affordable housing. It is owned in its entirety by a single owner.

2. The site is adjacent to compatible land uses and has access to appropriate streets;

The subject 29.75-acre parcel fronts on Laurel Oak Road, a winding municipal roadway which terminates at Eastern Regional High School at one end and the Voorhees Town Center at the other. The site currently contains a cineplex, two stand-alone restaurants, and a multi-tenant strip mall providing additional restaurants, retail stores, and personal services. Working in a counterclockwise fashion from the northwest corner of the site, the adjacent properties include:

Eagle Plaza, a large multi-tenant strip mall center anchored by an Acme Markets grocery store with several retail establishments, restaurants, and personal service providers; Springhill Suites, a 3-star hotel; Kingsway Learning Center, a special education school; A one-story professional office building which is currently occupied by AAA Insurance Company; Flyers Training Center, a skating rink providing public skating access, skating and hockey lessons, and a pro shop selling skating and hockey equipment. This site is located across Laurel Oak Road; Comfort Inn & Suites, a 3-star hotel; CHOP (The Children's Hospital of Philadelphia) Specialty Care & Surgery Center; and Laurel Oak Corporate Center, a professional office complex containing a mix of professional and medical office uses.

The surrounding uses are complimentary to residential use, providing an abundance of shopping (including grocery shopping), entertainment, and restaurant options well within walking distance. The site also has excellent roadway connectivity with access driveways on Laurel Oak Road, Voorhees Drive, and Berlin Road, a 4-lane county highway. NJ Transit currently maintains four bus stops within a half-mile range of the site, with the ability to connect to other stops in the surrounding area.

3. Adequate sewer and water capacity, as defined under N.J.A.C. 5:97-1.4, shall be available to the site or the site is subject to a durational adjustment pursuant to N.J.A.C. 5:97-5.4;

Voorhees Township already provides the subject parcel with public sewer. NJ American Water already provides water to these properties.

4. The site can be developed consistently with the Residential Site Improvement Standards, N.J.A.C. 5:21, where applicable. Deviations from those standards are to be made in accordance with N.J.A.C. 5:21-3.

There appear to be no physical impediments or physical characteristics which would impede development of the subject property in accordance with the Residential Site Improvement Standards.

Table 21 provides a summary of the Township’s Fair Share Plan to satisfy its Fourth Round Obligation.

Table 21: Voorhees Township Fourth Round Obligation Compliance			
Prior Round Total Obligation	510		
Project	Credits	Bonuses	Project Type
600 Centennial Blvd	120	45	100% Affordable Family
Laurel Oak Road Project	60	0	Inclusive
Total	180	45	
Carryover credits from Third Round	1		
Total credits toward Fourth Round	226		45 unit surplus
*Surplus shall be eligible for future credits in a manner consistent with controlling law and jurisdiction pursuant to P.L. 2004, c.2, or any subsequent and controlling changes in law in the given Round.			

Voorhees Township completely satisfies its Fourth Round Obligation for the 2025-2035 period through two planned projects. The number of affordable housing credits provided exceeds the Township’s 2025-2035 Fourth Round Obligation, enabling 45affordable housing credits to be contributed to the subsequent affordable housing cycle.

F. Summary of Cumulative Obligation

Table 22 outlines Voorhees Township's Fair Share Plan compliance with all affordable housing obligations between 1987 and 2025.

Table 22: Voorhees Township 1987-2025 Fair Share Plan Summary		
Obligation Component	Credits	Compliance Mechanism
Present Need Obligation	9	
Rehabilitation Programs, 2016-2025	9	County & Township Rehabilitation Programs
Prior Round Obligation (1987-1999)	456	
Echelon Towers	200	Age-Restricted Affordable
Guidance Center Group Home	5	Supportive Needs
Chelsea Place	144	Family Rental
Group Homes	16	Supportive Needs
Judith Flicker House (Bancroft)	18	100% Affordable & Supportive Needs
3 Sheppard Road	84	100% Affordable Family
Total Prior Round Credits Provided	467	11 Surplus Credits
Third Round Obligation (1999-2025)	510	
Echelon Towers	41	Age-Restricted Affordable
Echelon Glen Group Home	5	Supportive Needs
Oak Integrated Group Homes	26	Supportive Needs
Bancroft Supervised Apartments	67	Supportive Needs
Foster Square Apartments	48	100% Affordable Family
Victory Commons (1223 Berlin Rd)	160	100% Affordable Family
3 Sheppard Road	18	100% Affordable Family
Voorhees Town Center Inclusionary	50	100% Affordable Family
Voorhees Town Center 100% Affordable	85	Inclusionary
Prior Round Obligation Surplus	11	Applied carryover credits
Total Third Round Credits Provided	511	1 Surplus Credit
Fourth Round Obligation (2025-2035)	181	
600 Centennial Blvd	165	100% Affordable Family
201 Laurel Road	60	100% Affordable Family
Total Fourth Round Credits Provided	225	45 Surplus Credits

G. Housing Administration

Affordable Housing Ordinance

The Township Code at Chapter 153 and is compliant with all Fair Housing Act and Uniform Housing Affordability Controls (UHAC) requirements.

- All new housing units will have a minimum of 50% of the units available to low income households, with at least 13% of units being available to very-low-income households. No more than 50% of housing units shall be made available to moderate income households.
- All new construction shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311a and -311b.
- All affordable units shall fully comply with UHAC.
- In inclusionary developments, the affordable units shall be integrated with the market rate units.
- Construction of affordable units in inclusionary developments shall be phased in compliance with N.J.A.C. 5:93-5.6(d).
- All affordable units shall be affirmatively marketed in accordance with UHAC and applicable laws.

The Township's code will be amended to require that all affordable units shall be subject to affordability controls of at least 40 years from the initial date of occupancy for new construction.

Development Fee Ordinance

The Township's current development fee ordinance at Section 153.028 requires that all new residential construction make a contribution equal to 1.5 % of the equalized assessed value of the construction, and all new non-residential construction provide a contribution of 2.5% of the equalized assessed value of the construction, to the Township's dedicated Affordable Housing Trust Fund.

Affordable Housing Trust Fund

The Township has a interest-bearing affordable housing trust fund in place, and consistent with the updated development fee ordinance discussed above, will impose development fees on all applicable residential and non-residential development, and said fees shall be deposited into the affordable housing trust fund.

The Township will adopt by resolution an updated Spending Plan for the affordable housing trust fund. The Spending Plan will provide an outline of how the Township intends to utilize these funds to further the goals and mechanisms established in this Plan, and in accordance with prior COAH regulations found at N.J.A.C. 5:97 et seq, and with the Fair Housing Act. This will include a summary of revenues and expenditures to date from the affordable housing trust fund, identify mechanisms to collect

revenues, project anticipated future revenues and interest, as well as outline all proposed spending from the trust fund. Funds will be spent on appropriate housing activity, affordability assistance, and administrative expenses consistent with applicable prior COAH regulations.

In the event that funding sources identified in the Spending Plan prove to be inadequate to complete the affordable housing programs outlined in this Housing Plan, the Township shall provide sufficient funding to address any such shortfalls.

Affordability Assistance Program

The Township will address the minimum affordability assistance requirements of the Affordable Housing Trust Fund spending in accordance with an Affordability Assistance Program that it will be implemented, consistent with the Settlement Agreement and the Spending Plan outlined above.

A draft Affordability Assistance Program Manual shall be provided.

Municipal Housing Liaison

The Township will appoint a municipal staff member as the designated Municipal Affordable Housing Liaison, who will be responsible for overseeing all affordable housing regulations and corresponding with administrative agent(s), the public, and all other related affordable housing professionals.

Affordable Housing Administrative Agent

The Township will ensure that all future projects are administered by a qualified affordable housing professional and will appoint an Administrative Agent to administer all projects that do not have their own administrative agent.

Pursuant to N.J.A.C. 5:80-26.15(f), the Township will adopt an updated Affirmative Marketing Plan to ensure that all available affordable units are marketed to the appropriate populations.

APPENDICES

THE PLATT LAW GROUP, P.C.

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Phone: (856) 784-8500

Attorneys for Petitioner, Township of Voorhees, Camden County

IN THE MATTER OF THE
TOWNSHIP OF VOORHEES,
CAMDEN COUNTY

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY

DOCKET NO.: CAM-L-000269-25

CIVIL ACTION

**AMENDED COMPLAINT FOR
DECLARATORY RELIEF PURSUANT
TO THE FAIR HOUSING ACT, N.J.S.A.
52:27D-301 ET SEQ. AND THE MOUNT
LAUREL DOCTRINE**

Petitioner, the Township of Voorhees (“Petitioner” or “Voorhees”), a municipal corporation of the State of New Jersey with its principal place of business located at 2400 Voorhees Town Center, Voorhees, New Jersey 08043 in the County of Camden, by way of Complaint for declaratory judgment pursuant to the Fair Housing Act, N.J.S.A. 52:27D-301 et seq. and the Mount Laurel doctrine, states as follows:

BACKGROUND

1. Voorhees is a body corporate and politic organized under the laws of the State of New Jersey.

2. The Mayor and Township Committee are the governing body of Voorhees and are responsible, inter alia, to ensure that Voorhees takes the actions necessary to achieve

and maintain compliance with its obligations under the laws collectively known as the “Mount Laurel doctrine.”

3. The Mount Laurel doctrine refers to the affordable housing laws of New Jersey resulting from the landmark cases commonly referred to as “Mount Laurel I” (So. Burlington County N.A.A.C.P. v. Tp. Of Mount Laurel, 67 N.J. 15 (1975), cert. denied, 423 U.S. 808, 96 S.Ct. 18, 46 L.Ed.2d 28 (1975)), “Mount Laurel II” (So. Burlington County N.A.A.C.P. v. Tp. Of Mount Laurel, 92 N.J. 158 (1983)), the New Jersey Fair Housing Act or “FHA” (N.J.S.A. 52:27D-301 et. seq.) and related laws.

4. The Planning Board of Voorhees is a municipal agency responsible under the Municipal Land Use Law, N.J.S.A. 40:55D-1 et. seq., (“MLUL”), for formulating the Housing Element of the Voorhees Master Plan in a manner that complies with its obligations under the Mount Laurel doctrine.

5. Voorhees brings the within action seeking declaratory judgment pursuant to the FHA and P.L. 2024, c.2 seeking a certification of compliance, repose and immunity from exclusionary zoning lawsuits for its Fourth Round Mount Laurel affordable housing obligation for a period of ten (10) years based upon its present need or rehabilitation share of 289 units and its prospective need share of 181 units, as adjusted.

6. Jurisdiction properly rests with the Superior Court, Law Division, Camden County before the designated Mount Laurel Judge for Vicinage 4 pursuant to Administrative Directive 14-24 of the Administrative Office of the Courts, dated December 18, 2024.

7. On January 27, 2025, the Township of Voorhees memorialized a Resolution adopting its Fourth Round Fair Share Affordable Housing obligations and other actions. (Exhibit “A”)

8. The Township of Voorhees’s Resolution has accepted the Fourth Round Affordable Housing obligations as established by the FHA and the Department of Community Affairs (“DCA”).

9. The Township’s Resolution stated that the Township of Voorhees’s Fourth Round Affordable Housing Fair Share obligation is subject to vacant land adjustments and other amendments as may be provided for by law and the Township reserved its right to adjust its Fourth Round Affordable Housing Fair Share obligation accordingly.

10. The Township Affordable Housing Planner has reviewed the DCA’s calculations in determining the Township of Voorhees’s land capacity factor and has determined that the calculation of 273.6972643 acres of vacant and available land for development should be reduced to 119.4839772 acres. See Land Capacity Analysis attached hereto as Exhibit “B”.

11. Accordingly, the prospective need should be reduced by twenty-five (25) units to 181 units.

12. Administrative Directive 14-24 provides that, “A municipality seeking a certification of compliance with the FHA shall file an action in the form of a declaratory judgment complaint and Civil Case Information Statement (“CIS”) in the County in which the municipality is located.”

13. The Township of Voorhees also seeks by way of this declaratory judgment action voluntary admission into the Affordable Housing Dispute Resolution Program (“Program”).

14. To the extent that the FHA and amendments thereto are construed or interpreted differently than Administrative Directive 14-24, the Township of Voorhees hereby reserves all of its rights and interests under the FHA and any amendments thereto and this declaratory judgment action is being filed in accordance with Administrative Directive 14-24 and voluntary admission into the Program.

WHEREFORE, Petitioner, the Township of Voorhees, respectfully requests that the Court enter judgment as follows:

- a. Voluntarily admitting the Township of Voorhees in the Program;
- b. Declaring and establishing Voorhees’s Fourth Round Mount Laurel Affordable Housing obligation as provided for in the FHA and any amendments thereto;
- c. Upon the adoption and approval of the Township’s Housing Element and Fair Share Plan and other requirements, granting Voorhees a Judgment of Fourth Round compliance and repose, certification of compliance with the FHA and any amendments thereto and granting immunity from exclusionary zoning lawsuits for its Fourth Round Mount Laurel affordable housing obligations based upon its present need or rehabilitation share of 289 units and its prospective need share of 181 units, as adjusted, for the period 2025 to 2035; and

d. Awarding such other and further relief as the Court may deem equitable and just and necessary.

THE PLATT LAW GROUP, P.C.

By: /s/Stuart A. Platt
STUART A. PLATT, ESQUIRE

Dated: February 28, 2025

EXHIBIT "A"

RESOLUTION NO. 80-25

**ADOPTING ITS FOURTH ROUND FAIR SHARE AFFORDABLE HOUSING OBLIGATION
AND OTHER ACTIONS**

WHEREAS, pursuant to the Fair Housing Act P.L. 2024, c.2, ("FHA") the State of New Jersey adopted legislation addressing the Fourth Round of affordable housing for the period 2025 to 2035; and

WHEREAS, pursuant to the FHA, the Department of Community Affairs ("DCA"), published Fourth Round preliminary obligations for each municipality in October of 2024; and

WHEREAS, the DCA calculated the Township of Voorhees as having a present need or rehabilitation share of 289 units and a prospective need share of 206 units for the Fourth Round; and

WHEREAS, pursuant to the FHA, every municipality in the State of New Jersey has an obligation to adopt a binding resolution establishing its fair share affordable housing obligation for the Fourth Round by January 31, 2025; and

WHEREAS, the Township's affordable housing professionals have reviewed the present need and prospective share published by the DCA and have recommended that the Township adopt these amounts as its Fourth Round Fair Share obligation; and

WHEREAS, the Mayor and Township Committee have reviewed this matter and agree to accept the recommendations of the Township's affordable housing professionals and take other necessary actions in connection with the FHA.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Committee of the Township of Voorhees hereby establishes its Fourth Round Affordable Housing Fair Share obligation as a present need or rehabilitation share of 289 units and a prospective need share of 206 units; and

BE IT FURTHER RESOLVED, that the Township of Voorhees's Fourth Round Affordable Housing Fair Share obligation is subject to vacant land adjustments and other amendments as may be provided for by law and the Township hereby reserves its right to adjust its Fourth Round Affordable Housing Fair Share obligation; accordingly; and

BE IT FURTHER RESOLVED, that the Township's affordable housing attorney is hereby authorized to file an action in the form of a declaratory judgment complaint and civil case information statement within 48 hours after the adoption of this resolution; and

BE IT FURTHER RESOLVED, that the Township's affordable housing professionals shall submit the Township of Voorhees into the DCA affordable housing dispute program and take any other action necessary to comply with the FHA and implement its Fourth Round Affordable Housing Fair Share obligation including, but not limited to defending any challenges to the Township's actions herein; and

BE IT FURTHER RESOLVED, the Township also authorizes its affordable housing professionals to prepare the appropriate Housing Element and Fair Share Plan as a component of the Township's Master Plan so that is filed with DCA on or before June 30, 2025; and

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be submitted to the DCA and posted on the Township website upon its adoption.

DATED: JANUARY 27, 2025

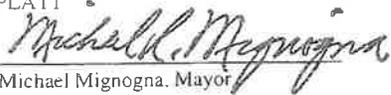
MOTION: MS. NOCITO

AYES: 4

SECONDED: MR. PLATT

NAYS: NONE

APPROVED BY:


Michael Mignogna, Mayor

ABSENT: MRS. FETBROYT

I, Dee Ober, Municipal Clerk of the Township of Voorhees, hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Mayor and Township Committee of the Township of Voorhees at their meeting of January 27, 2025, held in the Municipal Building, 2400 Voorhees Town Center, Voorhees, NJ 08043.



Dee Ober, RMC
Township Clerk

EXHIBIT "B"

L:\8509 - \2015 Supreme Court Decision\4th Round\Declaratory Judgment Action\Declaratory Judgment Complaint.doc

	A	H	O	P
29	46442	0.149270541	0.149270541	Voorhees Township
30	46443	3.187397721	3.187397721	Guertler
31	46444	2.499333501	2.499333501	Guertler
32	46445	0.595098367	0.595098367	Guertler
33	46446	2.057415819	2.057415819	Route 73 Associates, LLC & Dirico
34	46447	2.883502807		Anthony & Michael Micciche
35	46448	0.10986003	0.10986003	Latish & Jyoti Menghani
36	46449	0.358703192	0.358703192	Anthony & Michael Micciche
37	46450	0.119714967	0.119714967	123 Cooper, LLC
38	46451	1.679228827	1.679228827	217 Rumson Ave, LLC
39	46452	0.553747317	0.553747317	Kol, Kontas & 123 Cooper, LLC
40	46453	3.088957697	0.218957697	Medford Village East Assoc, Viken Kirian & VTBOE
41	46454	1.785886075	1.785886075	217 Rumson Ave, LLC
42	46455	0.162513821		Thomas & Eunice Schiavinato
43	46456	1.766002594		Chesapeake Pines NJ 2 LLC
44	46457	0.562036098		Thomas & Eunice Schiavinato
45	46458	0.113195354		Pinnacle Towers
46	46459	0.182549829		Kristina Stronski
47	46460	1.12587387		Kristina Stronski
48	46461	0.942620356		Voorhees Township
49	46462	0.681323461	0.681323461	Peppertree Corp.
50	46463	0.057474263	0.057474263	Richard Hastings
51	46464	7.159192534		178 Rt 73 MVI Associates II, LLC
52	46465	0.094683217	0.094683217	DRPA
53	46466	5.438425345	3.643744981	Dahms & MA I, LLC
54	46467	2.249140897	2.249140897	Spino Family, LLC
55	46468	0.097013151	0.097013151	Brancaccio & Watson
56	46469	25.11759233	11.03059233	Virtua Health & MA I, LP
57	46470	0.924854188	0.924854188	Jong Hwa Byun
58	46471	16.259563307	12.1946498	MA I, LP & Virtua Health
59	46472	5.106259631	5.106259631	Spino Family, LLC
60	46473	1.751234659	1.751234659	Jong Hwa Byun

	A	H	O	P
61	46474	0.386602581	0.386602581	Camden County Improvement Authority
62	46475	0.298327698		Brandon & Laura Lynch
63	46476	0.557045926	0.557045926	Voorhees Township
64	46477	2.19724438	2.19724438	MA I, LP
65	46478	0.567794798		Ranjeet Singh
66	46479	0.64990026	0.64990026	DRPA
67	46480	0.07117015	0.07117015	Camden County Improvement Authority
68	46481	2.045423407	2.045423407	Carole Mitchell
69	46482	0.352528874	0.352528874	Samuel & Helen Pozzi
70	46483	0.109085651	0.109085651	Voorhees Township & Davenport
71	46484	1.027499291	1.027499291	Canrea Properties
72	46485	0.348859757	0.348859757	Singh Real Estate Enterprises, Inc
73	46486	3.293550416	3.293550416	Voorhees Storage, LLC
74	46487	0.065114822	0.065114822	Voorhees Township
75	46488	0.145360136	0.145360136	Voorhees Township
76	46489	2.343287061	2.343287061	Singh Real Estate Enterprises, Inc
77	46490	0.919301886		Yao Tsung Tsai
78	46491	8.400842153	8.400842153	MA I, LLC & Balrup Hindal
79	46492	0.58229792		Wharton Acres, LLC
80	46493	0.32751408	0.32751408	Voorhees Township & Busino, Patrusky & Heuser
81	46494	0.328261052		Singh Real Estate Enterprises, Inc
82	46495	0.059052036	0.059052036	Singh Real Estate Enterprises, Inc
83	46496	0.447367503	0.447367503	Virtua-West Jersey Health Systems
84	46497	2.806092984	2.806092984	Pandian & Zebrowski
85	46498	1.106731796		Nihil Pandya
86	46499	0.270889351	0.270889351	Voorhees Township
87	46500	0.518408249	0.518408249	RCA GE
88	46501	0.481802088	0.481802088	Voorhees Sports Complex
89	46502	0.078404322	0.078404322	Voorhees Sports Complex
90	46503	13.61529542		Voorhees Investment Partners, Apache & Phoenix, LL
91	46504	0.071124126	0.071124126	Virtua Health
92	46505	0.463303585		Michael Kane

	A	H	O	P
93	46506	0.632244498	0.632244498	Kimberly Long & Voorhees Township
94	46507	2.111157785	2.111157785	Voorhees Township
95	46508	2.160602408	2.160602408	African Methodist Episcopal & NJ Evangelical Church
96	46509	0.62733886	0.62733886	Voorhees Township
97	46510	0.187069916	0.187069916	Steaks Holding LLC
98	46511	0.643634753	0.643634753	RCA GE
99	46512	0.794070498	0.794070498	Voorhees Township
100	46513	0.14840828		MA II, LP
101	46514	1.852478776		0.1 Family Church & Voorhees Township
102	46515	0.092066824	0.092066824	Family Church of NJ
103	46516	0.09709253	0.09709253	Voorhees Township
104	46517	13.0747545	13.0747545	RCA GE
105	46518	0.251602108	0.251602108	Voorhees Township
106	46519	0.748329572	0.748329572	RCA GE
107	46520	0.209570535	0.209570535	Voorhees Township
108	46521	0.192298806	0.192298806	Camden County
109	46522	0.113509704		Voorhees Township
110	46523	1.855039506	1.855039506	RCA GE
111	46524	0.212688486	0.212688486	RCA GE
112	46525	0.073682448	0.073682448	Hope United Methodist Church
113	46526	0.074127145	0.074127145	Hope United Methodist Church
114	46527	0.843043448	0.210760862	Kresson Bible Church & Donnelly
115	46528	0.900586001	0.900586001	Quest Construction & E. Hale
116	46529	43.20858721		Intersection Associates
117	46530	4.255718869	3.255718869	Voorhees Rt 73 Dev. Group & Reoven Oanono
118	46531	1.464556116		Delex Construction, Inc. & Starkman
119	46532	3.609520613	3.609520613	Intersection Associates
120	46533	0.645158819	0.645158819	Animal Welfare Association
121	46534	4.042196719	4.042196719	Conwell Lmtd Partnership
122	46535	0.723432772	0.723432772	Rizzieri Rental Company
123	46536	0.312317529	0.312317529	Voorhees Township
124	46537	0.141086701	0.141086701	No Owner

	A	H	O	P
125	46538	4.293326821	4.293326821	Animal Welfare Association
126	46539	5.472640532	5.472640532	Virtua Health & Voorhees Township
127	46540	1.172262753	1.172262753	Community Church of Christian & Mis
128	46541	0.135026713	0.135026713	Virtua Health
129	46542	7.256229932	7.256229932	Brandywine Main St, LLC
130	46543	0.242370476		NJ American Water, Inc.
131	46544	0.926057655		Safety in Groups, LLC
132	46545	0.423982088	0.423982088	Congregation Beth El
133	Total	273.6972643	154.2132872	43.66%
134				
135	Actual Developable Acreage		119.4839772	

Q

1	
2	Development Issue/Concern
3	Landlocked rear portion of a property in Evesham Township. The Voorhees portion is surrounded by Kettle Run waterway, Evesham Township, and existing residential homes.
4	
5	
6	
7	Appears to be a shape file error (there is only a narrow sliver of the shape that is located in Voorhees). Most of the object is located in Berlin.
8	A home was constructed on this property in 2024. A CO has been issued.
9	Part of Tri-Boro Sand & Stone, Inc's mining pit.
10	
11	Part of Tri-Boro Sand & Stone, Inc's mining pit.
12	Part of Khmer Buddhist's approved temple development. Phased construction project with all of their parcel planned for development.
13	A home was constructed on this property in 2024. It is currently under construction.
14	Landlocked parcel with no access to a roadway. Previously approved for NJ American Water pump house.
15	Undevelopable area with basin and pump station on Voorhees-owned lot and landlocked between privately owned lot in rear of basin/pump station lot.
16	Landlocked stormwater basin lot. The rear of the basin (where the shape was generated) has no road access due to the basin, residential homes to either side, and Pinelands to the rear.
17	Muratore property (0.81 acres) is currently before the Planning Board for a subdivision.
18	
19	Landlocked parcel surrounded by high tension power lines and existing residential properties.
20	
21	A new SFD is currently under construction on the 1 acre lot belonging to Ms. Roberts. (Acreage was reduced by 1 acre.)
22	
23	Landlocked parcel surrounded by existing residential homes and Barton Run tributary (designated wetlands) with no access to roadways.
24	
25	Part of the shape was restricted as buffer area (open space) for 1979 "The Woods of Voorhees" development.
26	Landlocked parcel surrounded by existing residential homes and Barton Run tributary (designated wetlands) with no access to roadways. (Note: The LCA's baselayer map indicates that a "Cardinal Ln" run
27	
28	

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29	Land is encumbered by NJ Water Company easement, making it undevelopable.
30	Currently before the Zoning Board for a major subdivision.
31	Currently before the Zoning Board for a major subdivision.
32	Currently before the Zoning Board for a major subdivision.
33	Site has a court ordered development approval. (Applicant sued and won approval in court to develop the site.)
34	
35	SFD permitted in 2023. Currently under construction.
36	Small area between existing junkyard and right-of-ways at a highway, which is currently part of the existing junk yard business.
37	Conservation "open space" lot with gated entrance and pond for Lago del Sol subdivision (shown on map as Garibaldi Dr).
38	Minor subdivision previously approved with amended subdivision approval pending
39	Privately-owned lots with approvals for new housing (B 230.31, L 49.07 has permits issued) and a conservation "open space" lot with gated entrance and pond for Lago del Sol subdivision approval.
40	Appears to contain a shape file issue. A sliver of the shape is part of VTBOE school grounds & another is part of Viken Kirian's existing SFD property.
41	Most of this property is mapped FEMA floodplain area, which has prevented the owner/developer from building on the property.
42	
43	
44	
45	
46	
47	
48	
49	Permits issued to property owner for construction of a SFD in 2024. Home is currently under construction.
50	Undevelopable due to its size (0.057 acres) and the 35' wide CCMUA easement which covers the vast majority of this lot.
51	
52	Appears to be a shape file error (area is between train tracks).
53	B 227, L 22 is QFARM land.
54	Spino family farm land QFARM - Protected by Right to Farm
55	Watson lot (B 77, L 5.06) was developed as a SFD and the small portion on the Brancaccio lot (B 77, L 8) is consolidated with lot 7 under Loechner.
56	B 222, L 15 is landlocked QFARM land with no roadway access (existing farmhouse in the way), 13.04 acre lot. B227, L 28 is an existing SFD on 1.047 acre lot.
57	Landlocked area between existing homes and wetlands with no access to a roadway and very narrow portions which would not enable an internal drive aisle to connect to a roadway.
58	Majority of area is on B 227, L 22 & 22.01 which are QFARM and protected by Right to Farm Act.
59	Spino family farm land QFARM - Protected by Right to Farm Act
60	Landlocked area between existing homes and wetlands with no access to a roadway

Q	
61	Inaccessible portion of Camden County Improvement Authority's land containing the Flyer's Skate Zone building.
62	
63	Lot is landlocked between commercial development and residential homes.
64	Portion of an operating golf course. The shape file is within a central area of the course, both used by the business and inaccessible for development.
65	
66	Appears to be a shape file error (area is between train tracks).
67	Inaccessible portion of Camden County Improvement Authority's land containing the Flyer's Skate Zone building.
68	Farmland, protected by Right to Farm Act (8.8337 acres QFARM, per Assessor)
69	Undevelopable narrow area between existing residential lots and county right-of-way.
70	Site is part of Buzby Landfill's Known Contaminated Site area as well as portions of private residents' rear yards. Also, landlocked between residential homes and Buzby Landfill site.
71	B 222, L 12 was permitted for construction of a SFD in 2024.
72	Shape is landlocked between a residential property and wetlands with no access to roadways.
73	Site was developed as a public storage business in 2022.
74	Site is part of Buzby Landfill's known contaminated site area as well as portions of private residents' rear yards. Also, landlocked between residential homes and Buzby Landfill site.
75	Site is part of Buzby Landfill's known contaminated site area as well as portions of private residents' rear yards. Also, landlocked between residential homes and Buzby Landfill site.
76	Shape is landlocked between a residential property and wetlands with no access to roadways.
77	
78	B 222, L 2.10 has applied for permits for a new SFD (2.24 acres); B 222, Lots 8 & 8.01 (~0.66 acres) are part of functioning golf course business.
79	
80	Site is part of Buzby Landfill's known contaminated site area as well as portions of private residents' rear yards. Landlocked between residential homes and the rest of the Buzby Landfill site.
81	
82	Undersized landlocked parcel with no access to roadways.
83	Lot was subdivided out for the construction of a billboard which has been constructed and issued a CA from the Construction Department in 2018.
84	Permits issued to property owners for construction of two SFDs in 2023. Homes are currently under construction.
85	
86	Undevelopable due to the Cooper River Tributary's location on this property.
87	Site is part of Buzby Landfill's known contaminated site area. A sliver appears to have been generated due to a shape file error.
88	Land has been approved for merger with lot 2 for a parking lot expansion for existing Giant Fitness facility. PB Approval granted 1/22/25.
89	Land has been approved for merger with lot 2 for a parking lot expansion for existing Giant Fitness facility. PB Approval granted 1/22/25.
90	C; Singh Real Estate Enterprises, Inc.
91	Undevelopable narrow strip of land located underneath of a billboard.
92	

Q

93	Landlocked area with no access to public roadways.
94	Preserved Open Space
95	This shape is located in the rear yard of two operating churches (Mt. Zion AME & NJ Evangelical) with no access to a public roadway.
96	Site is part of Buzby Landfill's known contaminated site area
97	Undersized parcel - part of operating commercial business' lot.
98	Site is part of Buzby Landfill's known contaminated site area. A sliver appears to have been generated due to a shape file error.
99	Part of Maiaroto Park, this shape is located between basketball courts and the rest of the park with no access to public roadways.
100	
101	Undersized sliver appears to be a shape error on Township property (a known contaminated site). Larger portion appears to be developable.
102	Undersized area behind commercial site with no access to public roads.
103	Undersized parcel between wetlands and existing SFDs with no access to public roads.
104	Site is part of Buzby Landfill's known contaminated site area. A sliver appears to have been generated due to a shape file error.
105	Sliver of land between DEP-owned property and roadway (appears to be a shape file error).
106	Site is part of Buzby Landfill's known contaminated site area. A sliver appears to have been generated due to a shape file error.
107	Backside of municipal park land with only access to a roadway being through the existing park. Area is in mapped flood zone B area.
108	Undevelopable area with significant grade changes and a stream running through it.
109	
110	Site is part of Buzby Landfill's known contaminated site area.
111	Site is part of Buzby Landfill's known contaminated site area.
112	Landlocked undersized area between church and SFDs. Undevelopable.
113	Landlocked undersized area between church and SFDs. Undevelopable.
114	A portion of the area is part of Donnelly's SFD residential lot.
115	B 14, L 29 was approved for subdivision and development by Planning Board on 2/27/2019. Lot 11 contained a SFD which burned down recently, but the owner has expressed interest in rebuilding.
116	
117	B 220, L 9.02 - Zoning Board Approval granted approval for a Wawa in 2023. 1 acre parcel owned by Oanono appears to be developable.
118	
119	Mostly landlocked parcel with wetlands to one side, commercial development to the other side and front, and residential homes to rear. Property has ~16' wide frontage on Cooper Rd.
120	Part of Animal Welfare Association's property, serving as a functioning animal shelter with outdoor dog runs and kennel areas.
121	Planning Board Application submitted for "flex space" development on 2/19/2025.
122	Commercial development approved by Planning Board in 2018.
123	Landlocked area between a SFD, wetlands, and DEP-owned property with no access to a roadway.
124	Appears to be a shapefile error as area is a small sliver between farmland and roadway.

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125	Part of AWA's property - functioning animal shelter. The large area toward the rear of the property was deemed by DEP as wetlands/wetlands buffer in 2012.
126	Rear of Virtua site containing its stormwater management system (large basin) on B 202.26, L 14 & an inaccessible portion of Voorhees-owned buffer lot around Woodcrest Creek on B 202.26, L 30.
127	Landlocked portion of church property with no access to roadways.
128	Landlocked portion of Virtua hospital property with no access to roadways.
129	Planning Board Application submitted for additional parking and residential units at the Main Street mixed use complex.
130	
131	
132	Landscaped buffer area required by synagogue's development approval.
133	
134	
135	

Stuart A. Platt, Esquire (#02803-1988)

THE PLATT LAW GROUP, P.C.

40 Berlin Avenue

Stratford, New Jersey 08084

Phone: (856) 784-8500

Attorneys for the Township of Voorhees

IN THE MATTER OF THE TOWNSHIP
OF VOORHEES, CAMDEN COUNTY

SUPERIOR COURT OF NEW JERSEY
CAMDEN COUNTY
LAW DIVISION

Docket No. CAM-L-2533-15

CIVIL ACTION

ORDER

This matter having been presented to the Court by Stuart A. Platt, Esquire of The Platt Law Group, P.C., attorney for Declaratory Plaintiff, Township of Voorhees and Ashley J. Lee, Esquire, attorney for Fair Share Housing Center (“FSHC”), with Jaclyn Bradley, PP, AICP, appearing as the Township of Voorhees’s Affordable Housing Planner; and

WHEREAS, on July 2, 2015, Declaratory Plaintiff, Township of Voorhees (hereinafter “Township”) filed the within declaratory judgment action 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 NJ Council on Affordable Housing, 221 N.J. 1 (2015) (“Mount Laurel IV”) seeking a Judgement of Compliance and Repose of its Third Round affordable housing obligations through July 2025 (“DJ Action”); and

WHEREAS, the Court issued an Order for Temporary Immunity dated August 14, 2015 protecting the Township from all Mount Laurel lawsuits as the Township proceeded through the process of obtaining a Judgement of Compliance and Repose; and

WHEREAS, on July 21, 2021, the Court approved a formal Mediation Agreement, dated April 26, 2021 which was executed by Adam Gordon, Esquire on behalf of FSHC, by the Mayor of the Township and authorized by Township Committee, attached hereto as Exhibit "A"; and

WHEREAS, FSHC having participated in the Township's DJ Action; and FSHC and the Township having considered various expert reports calculating the number of affordable housing units required to satisfy the Township's affordable housing obligation; and the Township and FSHC having engaged in settlement discussions on the Township's preliminary compliance mechanisms to address the Township's fair share obligation and the parties thereafter having agreed upon a formal Amended Settlement Agreement, dated March 4, 2025 ("Settlement Agreement" or "Agreement") marked as Exhibit "B" which was executed by Adam Gordon, Esquire on behalf of FSHC by the Mayor of the Township as authorized by Township Committee; and

WHEREAS, the Mayor and Township Committee of the Township of Voorhees approved the Agreement with FSHC at its public meeting of March 10, 2025; and

WHEREAS, the Court scheduled a Mount Laurel Fairness and Compliance Hearing on May 7, 2025 to consider whether the terms of the Agreement are fair and reasonable to low and moderate income households of the region; and

WHEREAS, the Township having provided adequate notice of the Fairness and Compliance Hearing to the public, affordable housing advocates in the region and interested parties; and the notice provided that objections to the Agreement were to be filed with the Court and provided to the Township and FSHC on or before April 30,

2025; and no objections or comments to the Agreement having been filed in response to the notice; and

WHEREAS, the Township's Affordable Housing Planner having concluded that the Agreement is fair and reasonable to the region's low and moderate income households; and the Affordable Housing Planner further recommended that the Court approve the Agreement with suggested conditions; and FSHC having participated in the Hearing and having expressly supported the Agreement as advancing the interest of the region's low and moderate income households; and

WHEREAS, the Court having accepted as evidence in the record the exhibits; and the Court having considered the documents in the record, as well as the testimony of the Township's Affordable Housing Planner; and, as a result of the foregoing, the Court having made at the conclusion of the Hearing various findings of fact and determinations of law as set forth on the record on May 7, 2025; and for further good cause appearing:

It is, on this 7th day of May, 2025 **ORDERED** and **ADJUDGED** as follows:

1. Pursuant to the standards articulated by Judge Skillman in Morris County Fair Housing Council v. Boonton Borough, 197 N.J. Super. 359 (Law Div. 1984), and further addressed by the Appellate Division in East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), the Court hereby accepts and approves the Agreement (Exhibit "A") and concludes that said Agreement is fair, reasonable and adequately protects the interests of the region's very low, low, and moderate income persons.

2. Within the next ninety (90) days (the "Compliance Period"), the Township shall satisfy the requirements set forth in the Agreement and take the necessary steps to create a realistic opportunity for its fair share of affordable housing, including adopting a Housing Element and Fair Share Plan, Spending Plan, and all implementing ordinances and resolutions. The Township shall comply with all of its obligations in the Agreement, including annual reporting on affordable housing activity and trust fund expenditures.

4. Within the Compliance Period, the Township must satisfy the following conditions:

- i. Amend and adopt the Township's Affordable Housing Ordinance and Development Fee Ordinance.
- ii. Amend and adopt the Township's Housing Element and Fair Share Plan to include site suitability for Sheppard Ave and Voorhees Town Center.
- iii. Amend and adopt the Township's Spending Plan.
- iv. Adopt zoning pursuant to Paragraph 8 of the Agreement.
- v. Amend and adopt Affirmative Marketing Plan for Sheppard Ave and Voorhees Town Center.
- vi. Designate an administrative agent.
- vii. Provide redevelopment agreement, pro forma, and construction schedule for Voorhees Town Center.
- viii. Provide pro forma and construction schedule for Sheppard Ave.

3. Upon conclusion of the Compliance period, the parties shall inform the

Court of the satisfaction of the Township's Housing Element and Fair Share Plan, Spending Plan and other compliance documents, the Court shall issue an order providing the judicial equivalent of substantive certification pursuant to the New Jersey Fair Housing Act which, once entered, will maintain the Township's immunity from all "builders remedy" Mount Laurel actions through July 1, 2025, except for actions to enforce this Court's Orders and the Agreement.

4. The Township's current immunity from "builders remedy" Mount Laurel actions shall remain in full force and effect, subject to further Order of the Court.


HONORABLE ~~SHERR~~ L. SCHWEITZER, P.J.CH.
Sherr,

The undersigned hereby consent to the entry of this Order.

FAIR SHARE HOUSING CENTER

TOWNSHIP OF VOORHEES

By: 
Ashley J. Lee, Esquire

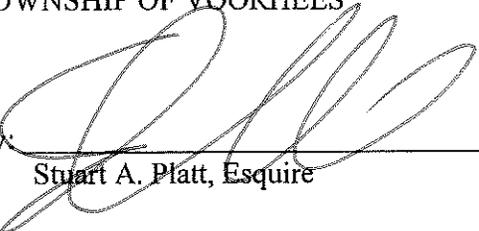
By: 
Stuart A. Platt, Esquire

EXHIBIT "A"
MEDIATION AGREEMENT



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

April 26, 2021

Stuart A. Platt, Esq.
Platt & Riso, P.C.
40 Berlin Avenue
Stratford, NJ 08084

Re: In the Matter of the Application of the Township of Voorhees, County of Camden, Docket No. CAM-L-2533-15

Dear Mr. Platt:

This letter memorializes the terms of an agreement reached between the Township of Voorhees (the Township or "Voorhees"), 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

Voorhees filed the above-captioned matter on July 2, 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. The Township has secured immunity since filing of the matter and a mediation was conducted by the Court where FSHC participated as an interested party. The Township's immunity from all Mount Laurel lawsuits is still in full force and effect. Through the mediation 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.

Mediation 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), thus entitling the municipality to protection from builder's remedy litigation through July 1, 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 Voorhees hereby agree that Voorhees's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹ as modified through this Agreement)	9
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	456
Third Round (1999-2025) Gap and Prospective Need (per Kinsey Report, as adjusted through this Agreement)	510

4. a. For purposes of this Agreement, the Third Round Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
- b. The parties, for purposes of this Agreement, have stipulated and agreed to the obligations set forth in Paragraph 3 above and herein.
- c. The parties agree that the provisions of this Agreement represent a fair and reasonable settlement of this litigation pursuant to the standards elucidated by East/West Venture v Borough of Fort Lee 286 N.J. Super. 311 (App. Div. 1996), and related case law applicable to the Action and this Agreement, recognizing the following: (1) either of the parties could have proceeded with motion practice or trial (and appeal) for a methodology determination, raising issues that, if successful, could have resulted in a higher or lower fair share obligation; and (2) that other aspects of this settlement resolve additional important issues, beyond the fair share obligation, that are relevant to the East/West Venture analysis of the fairness and reasonableness of the settlement, and issues that have not yet been adjudicated by the trial court as of the date of the settlement. Thus, both Voorhees Township and FSHC agree to support this Agreement as fair and reasonable before the trial court, and if an appeal is filed by any third-party, intervenor, or objector, upon any appeal to the Appellate Division or to the Supreme Court, or both.
5. The Township has a 9-unit rehabilitation obligation. The Township's efforts to meet its present need include the continued participation in the Camden County rehabilitation program and/or implementation of a local rental-rehabilitation program. Units rehabilitated during or after 2015 may qualify for credit against this obligation. This is sufficient to satisfy the Township's present need obligation of 9 units.
6. As noted above, the Township has a Prior Round prospective need of 456 units, which is met through the following compliance mechanisms:

	Credits	Bonuses	Details

¹ David N. Kinsey PhD, PP, FAICP. NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

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1. Echelon Towers, senior rental, Block 150.02 Lot 1.03	200		Voorhees Township received 267 prior cycle credits for Echelon House (now called Echelon Tower), an age-restricted rental complex. The site was funded through HUD's Section 202 program in the late 1970s and was first occupied in 1980. It is located on 219 Laurel Road and is known as Block 150.02 Lot 1.03. The site is built and occupied. The parties have agreed to limit the senior cap to 25% of the combined Prior Round and Third Round prospective need as specified in this agreement; 200 credits are being applied to the Prior Round and 41 credits to the Third Round.
2. Guidance Center Group Home, special needs housing, Block 11 Lot 9 (204 Homer Ave)	5		The Guidance Center Group Home was occupied within the prior cycle time period between April 1, 1980 and December 31, 1986. Survey says 5
3. Chelsea Place, family rentals, Block 2203 Lots 13.05 and 13.07	72	72	Established in 1998, there are 72 low and moderate income units consisting of two and three bedroom apartments.
4. Group Homes: Archway (5 Lafayette – 4 bedrooms); Camden County ARC (6 Chandler and 904 Rural Avenue – 8 bedrooms); 11 Eastwood Drive (4 bedrooms)	16		During the compliance phase of the litigation, Voorhees agrees to provide the following for each of these credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license, if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary to prove eligibility of credit, or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available
5. Judith Flicker, special needs housing, Block 150.02 Lot 3	18		The Judith B Flicker Center is owned and operated by Bancroft. It is a 100% affordable group home with 18 non-age restricted units. During the compliance phase of the litigation, Voorhees agrees to provide the following for these credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license, if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary to prove eligibility of credit, or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available.
6. 300 Route 73 100% Affordable development	42	42	This is a proposed 80 unit 100% affordable family rental development with 42 units allocated to the Prior Round and 38 units allocated to the Third Round of which at least 50% of the units shall be affordable to

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			low income households and remained to moderate income. Of the 50% affordable to low income, 13% shall be required to be affordable to very low income households, with the low-income and very-low-income units proportionally allocated by each bedroom size; additional information to be provided during compliance pursuant to N.J.A.C. 5:93-5.5 as described below.
	353	114	
Total	467		
Surplus (total credits – obligation)	11		

The Township has implemented or will implement the following mechanisms to address its Third Round gap and prospective need of 510 units:

	Credits	Bonuses	
7. Echelon Towers, senior rental, Block 150.02 Lot 1.03	41		See mechanism #1 above. Total credits available is 267, applicable 241 due to cap.
8. Group Home (Echelon Glen) 1125 Bibbs Rd Apts 2	5		During the compliance phase of the litigation, Voorhees agrees to provide the following for each of these credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary to prove eligibility of credit or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available.
9. Group Homes (Oaks Integrated Care, 213 Bergen Avenue, 133 Paradise Avenue)	26		During the compliance phase of the litigation, Voorhees agrees to provide the following for each of these existing credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license, if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary to prove eligibility of credit, or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available.

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10. Supervised Apartments (Bancroft)	80		FSHC agrees that the Borough may take credits for existing units owned and operated by Bancroft without imposition of any deed restrictions, provided Bancroft commits to make such units available to low- or moderate-income persons through agreements Bancroft and the Township and the Township and FSHC which shall be provided during the compliance period of this litigation and which are substantially similar to the agreements approved in a similar situation by the Hon. Karen M. Cassidy, A.J.S.C., in <u>In the Matter of the Application of the Borough of Fanwood, County of Union</u> , Docket No. UNN-L-2056-15, which agreements are attached hereto as Exh. A.
11. Safety in Groups(approved), special needs housing	15		This approved project will create 15 special needs bedrooms. During the compliance phase of the litigation, the Township will demonstrate that this compliance mechanism presents a realistic opportunity in accordance with the terms of this agreement. Township agrees to provide Zoning Board of Adjustment resolution granting the use variance for the site. Additional information on how the funding for this site creates a realistic opportunity and how the site will be affirmatively marketed to be provided during compliance phase of this agreement.
12 1223 Haddonfield-Berlin Rd., Block 263, Lot 11, 100% affordable family rental	80	80	This site is located on Route 561 also known as Haddonfield-Berlin Road. It is an 8 acre site currently zoned commercial on Block 263 Lot 11. The Township will rezone the property and develop a 100% affordable housing project with 80 total units of which 11 units will be very low income, 29 low income, and 40 moderate income proportionally allocated by each bedroom size; additional information to be provided during compliance pursuant to N.J.A.C. 5:93-5.5 as described below.
13. 300 Route 73, 100% affordable family rental	38	25	This is a proposed 80 unit 100% affordable family rental development with 42 units allocated to the Prior Round and 38 units allocated to the Third Round of at least 50% of the units shall be affordable to low income households and remained to moderate income. Of the 50% affordable to low income, 13% shall be required to be affordable to very low income households, with the low-income and very-low-income units proportionally allocated by each bedroom size; additional information to be provided during compliance pursuant to N.J.A.C. 5:93-5.5 as described below. Township reserves the right that this number may be adjusted based on the total number of units proposed on this site, provided that the Township still meets the 510-unit obligation after

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			<p>this and adjustments on other sites noted are taken into account. The additional units created on site may be applied to other mechanisms of this round. in order to meet the obligation.</p>
14 Market to Affordable Program, family sales	11		<p>During the compliance phase of the litigation, the municipality shall demonstrate its compliance with the terms of <u>N.J.A.C. 5.97-6.9</u>. Half of the units provided through this program shall be made available to low-income households and half shall be made available to moderate-income households. A minimum of 3 units per year shall be made available starting July 1, 2022 with all units being made available on or before July 1 2025. Township reserves the right that this number may be adjusted based on the total number of units proposed on other sites that are noted in this agreement, provided that the Township still meets the 510-unit obligation after this and adjustments on other sites noted are taken into account. The additional units created on other sites may be applied to this mechanism and the number adjusted.</p>
15 Foster Square Apartments (PREIT Services, LLC), family rental	25	23	<p>PREIT Services LLC is the redeveloper that constructed and redeveloped the Echelon Mall site into the Voorhees Town Center. Included in this redevelopment was the construction of 400 market rate units known as Foster Square Apartments. Twenty five (25) of these units are affordable rental units for qualified low and moderate income households. The Township will provide documentation during compliance that these units have been constructed, deed restricted and made available to lower-income households consistent with applicable law.</p>
16. Voorhees Town Center inclusionary, Block 15 01, Lots 3, 4, and 5. family rental	50		<p>The municipality will adopt a modified redevelopment plan for this site during the compliance phase of this litigation and enter into a redevelopment agreement that provides a realistic opportunity for at least 50 units of inclusionary affordable housing no later than June 30, 2022; if no such agreement exists at this time then the Township and FSHC agree to negotiate in good faith and seek an alternative compliance mechanism for these 50 family rental affordable units subject to the approval of the court. During the compliance phase of this matter, the Township shall amend the existing redevelopment plan on this site to require the affordable units to be on, not off, site and to be family, non-age-restricted units and require a solely residential component in any redevelopment on land area and density sufficient to generate the 50 family rental units at a 15 percent set-aside. Township reserves the right that this number may be adjusted based on the total number of units proposed on this site, provided that the Township still meets the</p>

			510-unit obligation after this and adjustments on other sites noted are taken into account. The additional units created on site may be applied to other mechanisms of this round, in order to meet the obligation.
Total	371	128	
Carryover credits from Prior Round	11		
Total credits toward Third Round obligation	510		

7. As provided for in paragraph 6, 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 in the following ways:

	Credits
Market to Affordable Program family sales	11*
100% affordable family rental, 300 Route 73	80*
100% affordable family rental, 1223 Haddonfield-Berlin Rd. Block 263 Lot 11	80*

*These numbers may be adjusted based on the total number of units proposed on other sites that are part of this settlement agreement, provided that the Township still meets the 510-unit obligation after this and adjustments on other sites noted are taken into account.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for the above-referenced non-inclusionary affordable housing developments and programs. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township shall meet these obligations through the submission of available documentation 30 days prior to the

compliance hearing in this matter, with a right to request extension due to reasonable conditions imposed due to current pandemic.

In accordance with N.J.A.C. 5:93-5.5, for the above-referenced non-inclusionary developments and programs, 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 from fairness hearing provided that if an application for 9% LIHTC has been approved for funding by HMFA at that time but construction has not begun as of yet then this time frame may be extended by right to allow for construction to begin in accordance with that award. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township shall meet these obligations through the submission of available documentation 30 days prior to the compliance hearing in this matter, with a right to request extension due to reasonable conditions imposed due to pandemic.

8. In order to settle this matter under the terms provided herein, the Township will also agree to modify section 153.005 (A) of the Township zoning ordinance during the compliance phase of this litigation so as to modify the section such that developments with final approved density of 6 du/gross acre or more shall be required to provide a 15% mandatory set-aside when the market-rate units are rental units and 20% mandatory set aside when the market-rate units are for-sale units, with affordable units provided as on site units. Developments with final density of less than 6 du/gross ac other than any development specifically referenced in this agreement shall remain within the discretion of the Township as to a set-aside, payment in lieu or development fee. This shall not be applicable to Brandywine project commonly known as Main Street Redevelopment, identified as Block 207 Lots 4, 4.08, 4.09, 4 24 that is to be developed with a total of market rate units up to 280 dwelling units without any onsite affordable units to be provided, provided that such development shall still be required to pay at minimum a 1.5 percent residential development fee. Such ordinance shall be maintained through at least July 1, 2025.
9. 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, and the very low income units proportionally distributed by each bedroom size in any family development including very low income units. The municipality will comply with those requirements in part as follows:
 - a. 300 Route 73 = 13% of the total units proposed shall be very low income units.
 - b. 1223 Haddonfield-Berlin Road = 13% of the total units proposed shall be very low income units.
 - c. Voorhees Town Center = 13% of the total units proposed shall be very low income units.
 - d. 13% of affordable units in any development through section 153.003 to be very-low-income units

The Township will otherwise demonstrate how it meets this overall requirement as part of its Housing Element and Fair Share Plan.

10. The Township shall meet its Third Round Gap and Prospective Need 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 Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Need 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 Need 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.
11. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Camden County NAAACP, Willingboro NAACP, Southern Burlington County NAACP, the Supportive Housing Association, and the New Jersey Housing Resource Center for on-line applications, and other appropriate non-profits and civil rights organizations, and 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.
12. 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. 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 B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2020, 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
13. 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.
 14. As an essential term of this Agreement, within 150 days of Court's approval of this Mediation Agreement with a right to request extension due to reasonable conditions imposed due to current pandemic, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this mediation agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this mediation agreement.
 15. The parties agree that if a decision of a court of competent jurisdiction in Camden 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 established in this mediation 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 mediation agreement and to implement all compliance mechanisms included in this mediation 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 mediation agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; 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 fair share need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

16. 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, Local Government Services or FSHC. 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.
17. 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 FSHC.
18. 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 required pursuant to N.J.S.A. 52:270-313, the Township was obligated to post, by July 1, 2020, on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its HEFSP and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms should be revised or supplemented.

Recognizing that July 1, 2020, has passed prior to settlement of this matter, on July 1, 2023, 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 unbuild 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.
19. FSHC was deemed to have interested party status in this matter pursuant to the Court's December 16, 2016 order. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor prospectively and has the ability to enforce this agreement, but the absence of such an order shall not impact FSHC's rights.
 20. This mediation 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 either the judicial equivalent of substantive certification or a Judgment of Compliance and Repose ("JOR") through July 1, 2025. The parties agree to submit the issue of whether the court should issue an order providing substantive certification or an order providing repose to the court for a conclusive determination that neither party will appeal.
 21. The Township agrees to pay FSHC's attorneys fees and costs in the amount of \$12,500 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
 22. 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.

23. This mediation agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Camden County.
24. 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.
25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

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34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC

Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

Stuart A. Platt, Esquire
Platt & Riso, P.C.
40 Berlin Avenue
Stratford, New Jersey 08084
Telecopier: (856) 784-8050
Email: platt@prlawoffice.com

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

Municipal Clerk -Township of Voorhees
2400 Voorhees Town Center
Voorhees, NJ 08043
Telecopier: (856) 216-7623
Email: clerk@voorheesn.com

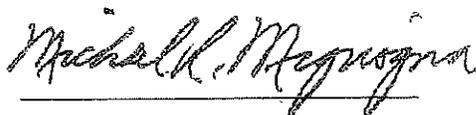
Please sign below if these terms are acceptable.

Sincerely,



Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

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



April 26, 2021
Page 15

Michael Mignogna Mayor
Dated: April 26, 2021

Exhibit A – Fanwood Agreements

AGREEMENT REGARDING AFFORDABLE HOUSING UNITS

THIS AGREEMENT (this "Agreement") is entered into on _____, 2016, by and between the Borough of Fanwood (the "Borough"), a municipal corporation of the State of New Jersey having an address of 75 North Martine Avenue, Fanwood, New Jersey 07023 (the "Borough"), and Community Access Unlimited, Inc., a New Jersey non-profit organization having an address of 80 West Grand Street, Elizabeth, New Jersey 07202 ("CAU", and together with the Borough, the "Parties").

WITNESSETH:

WHEREAS, CAU is a New Jersey non-profit organization which provides special needs and supportive services housing for disabled persons; and

WHEREAS, in or about September 2015, CAU completed construction on a mixed-use building containing ten (10) residential units and two (2) commercial units located at 193 Terrill Road within the Borough (the "Terrill Road Building"), in which CAU advised that certain of the residential units will be occupied by individuals having low or moderate income; and

WHEREAS, pursuant to the New Jersey Supreme Court's Order entered on March 10, 2015 in In re N.J.A.C. 5:96 & 5:97, 221 N.J. 1 (2015), the Borough filed a declaratory judgment action in the New Jersey Superior Court on June 8, 2015 seeking judicial affirmation of the Borough's compliance with its constitutional obligation to provide for its fair share of affordable housing (the "Action") for the Third Round; and

WHEREAS, CAU intervened as an interested party in the Action; and

WHEREAS, in connection with the Action, the Borough submitted to the Court a Summary of Housing Element and Fair Share Plan (the "Plan") setting forth the Borough's total Third Round fair share obligation, the credits applied to address that obligation and the mechanisms the Borough will implement to address its remaining unmet need; and

WHEREAS, the Borough's Plan included six (6) units of credit based upon two (2) 3-bedroom units in CAU's Terrill Road Building (the "CAU Units"); and

WHEREAS, the Court approved the eligibility of the CAU Units for credit despite the lack of any deed restrictions on CAU properties based upon CAU's well-established commitment to the provision of affordable housing and, by execution of this Agreement, CAU's confirmation of its commitment to maintain the CAU Units for low and/or moderate income persons; and

WHEREAS, on about _____, 2016, the Court granted the Borough a Final Judgment of Compliance and Repose approving the Borough's Plan.

NOW, THEREFORE, in mutual consideration of the covenants, obligations and responsibilities set forth herein, the sufficiency of which is expressly acknowledged and agreed to by the Parties, it is agreed by and between the Parties as follows:

1. CAU's Representations. CAU makes the following representations and warranties:
 - (a) CAU is a non-profit organization committed to, inter alia, providing decent housing and other services to low and moderate income people.
 - (b) CAU intends to maintain the CAU Units as affordable units to be occupied by persons of low and/or moderate income as that term is defined by the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq.
 - (c) The person executing this Agreement on behalf of CAU has full power and authority to bind CAU to the commitments and obligations set forth herein.
2. Annual Report. CAU shall submit a report to the Borough on or before January 15th of each year confirming the continued occupancy of the CAU Units by persons qualified as low and/or moderate income, including all supporting documentation. CAU also shall supply all information and documentation reasonably requested by the Borough in connection with the Borough's compliance with its affordable housing obligations.
3. Notice of Change. CAU shall provide the Borough with at least six (6) months' prior written notice of any anticipated change in the affordability qualification of any of the CAU Units.
4. Additional Units. In the event CAU advises the Borough of any additional affordable CAU units within the Borough which may qualify for credit against the Borough's affordable housing obligation in the same manner as the CAU Units in the Terrill Road Building, those additional units shall be added to, and collectively known as, the "CAU Units" and be subject to terms and conditions of this Agreement and may be relied upon by the Borough to seek additional credit toward its fair share obligation.
5. Notices. All notices under this Agreement shall be in writing and delivered to the parties by personal delivery, overnight mail or certified mail, return receipt requested, at the addresses first set forth above.
6. Entire Agreement. This Agreement represents the full agreement between the Parties regarding the subject matter set forth herein and no modification or amendment shall be valid unless in writing and signed by both Parties.
7. Governing Law. This Agreement is governed by the Laws of the State of New Jersey and any dispute arising under this Agreement shall be cognizable only in the Superior Court of New Jersey, Law Division, Union County.
8. Counterparts. This Agreement may be executed in several counterparts and by facsimile and/or electronic signatures, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any Party executing by facsimile and/or electronic signature shall provide original copies as soon as reasonably practicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

WITNESS/ATTEST:


By: Eleanor McGovern
Title: Borough Clerk

BOROUGH OF FANWOOD


By: Colleen Mahr
Title: Mayor

WITNESS/ATTEST:

By:

COMMUNITY ACCESS UNLIMITED, INC.

By: Sid Blanchard
Title: Executive Director

AGREEMENT REGARDING COMMUNITY ACCESS UNLIMITED
AFFORDABLE HOUSING UNITS

THIS AGREEMENT (this "Agreement") is entered into on _____, 2016, by and between the Borough of Fanwood (the "Borough"), a municipal corporation of the State of New Jersey having an address of 75 North Martine Avenue, Fanwood, New Jersey 07023 (the "Borough"), and Fair Share Housing Center, a New Jersey non-profit organization having an address of 510 Park Boulevard, Cherry Hill, New Jersey 08002 ("FSHC", and together with the Borough, the "Parties").

WITNESSETH:

WHEREAS, pursuant to the New Jersey Supreme Court's Order entered on March 10, 2015 in in re N.J.A.C. 5:96 & 5:97, 221 N.J. 1 (2015), the Borough filed an action for declaratory judgment in the New Jersey Superior Court on June 8, 2015 seeking judicial affirmation of the Borough's compliance with its constitutional obligation to provide for its fair share of affordable housing (the "Action") for the Third Round; and

WHEREAS, FSHC is an interested party in the Action; and

WHEREAS, in connection with the Action, the Borough submitted to the Court a Summary of Housing Element and Fair Share Plan (the "Plan") setting forth the Borough's total Third Round fair share obligation, the credits applied to address that obligation and the mechanisms the Borough will employ to address its remaining unmet need; and

WHEREAS, the Borough's Plan included six (6) units of credit based upon two (2) 3-bedroom units recently constructed in the Borough by Community Access Unlimited, Inc. ("CAU"); and

WHEREAS, the Court and FSHC approved of the eligibility of the CAU credits notwithstanding the lack of any deed restrictions on CAU properties based upon CAU's well-established commitment to the provision of affordable housing and its confirmation of its commitment to maintain the affordable units for low- and/or moderate-income persons by execution of that certain agreement executed by and between the Borough and CAU on even date herewith, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "CAU Agreement"); and

WHEREAS, on _____, 2016, on consent of the Parties, the Court granted the Borough a Final Judgment of Compliance and Repose approving the Borough's Plan.

NOW, THEREFORE, in mutual consideration of the covenants, obligations and responsibilities set forth herein, it is agreed by and between the Parties as follows:

1. Endorsement of Borough's Plan – FSHC represents that it approves and accepts the Borough's Plan, including, without limitation, the eligibility and application of credits for CAU units toward the Borough's affordable housing obligation notwithstanding the lack

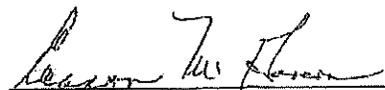
of any deed restriction on CAU units. FSHC further represents and agrees that it shall not take any action, nor participate in any way in any action or proceeding, challenging the Borough's compliance with its affordable housing obligations or challenging the Borough's zoning ordinance with respect to affordable housing matters.

2. Agreement With CAU. The Borough shall take all reasonable action to enforce CAU's obligations under the CAU Agreement.
3. Termination of Affordability. In the event CAU advises the Borough that one (1) or more of the CAU units no longer qualifies as affordable for low- or moderate-income housing ("Terminated Units"), credit for such unit(s) shall no longer be available to the Borough to address the Borough's combined Third Round obligation. If elimination of any such credit(s) causes the Borough to no longer be able to address its Third Round Realistic Development Potential ("RDP"), the Borough shall be responsible to replace the Terminated Unit(s).
4. Annual Report. The CAU Agreement requires CAU to submit an annual report to the Borough confirming the continued affordability of the CAU Units. The Borough shall provide a copy of that report within thirty (30) days of any request for same by FSHC.
5. Notice of Change. The Borough shall provide written notice to FSHC within sixty (60) days of receiving writing notice from CAU of any change in the affordability of any of the CAU Units.
6. Additional Units. In the event CAU advises the Borough of any additional affordable CAU units within the Borough which may qualify for credit in the same manner as the CAU units presently identified in the CAU Agreement and the Borough's Plan, FSHC agrees that the Borough may rely upon those CAU units to seek additional credit toward satisfaction of its affordable housing obligation. The Borough agrees that if it should apply credit for any such additional CAU units toward its affordable housing obligation, those units shall become subject to and governed by the CAU Agreement and the terms and conditions of this Agreement.
7. Notices. All notices under this Agreement shall be in writing and delivered to the parties by personal delivery, overnight mail or certified mail, return receipt requested, at the addresses first set forth above.
8. Entire Agreement. This Agreement represents the full agreement between the Parties regarding the subject matter set forth herein and no modification or amendment shall be valid unless in writing and signed by both Parties.
9. Governing Law. This Agreement is governed by the Laws of the State of New Jersey and any dispute arising under this Agreement shall be cognizable only in the Superior Court of New Jersey, Law Division, Union County.

10. Counterparts. This Agreement may be executed in several counterparts and by facsimile and/or electronic signatures, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any Party executing by facsimile and/or electronic signature shall provide original copies as soon as reasonably practicable.

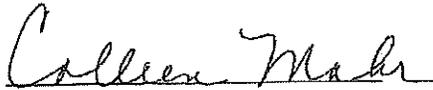
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

WITNESS/ATTEST:



By: Eleanor McGovern
Title: Borough Clerk

BOROUGH OF FANWOOD



By: Colleen Mahr
Title: Mayor

WITNESS/ATTEST:

FAIR SHARE HOUSING CENTER

By: _____

By: Peter J. O'Connor
Title: Executive Director

Exhibit B – 2020 Income Limits

2020 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Prepared by: Affordable Housing Trust Fund at New Jersey AHP, April 20, 2021

Income limit not officially adopted by the State of New Jersey. Contact your municipality to see if applicable to you, and/or for more information about AHP's income limit. Created on 5/9/2021

		1 Person	*1.5 Person	2 Person	*2.5 Person	3 Person	*3.5 Person	4 Person	5 Person	6+ Person	Max Income (\$40,000 - \$50,000)	Regional Asset Limit**
Region 1	Metrop	14,719	17,154	19,717	22,357	25,077	27,796	30,514	33,233	35,952		
	Suburban	15,713	18,148	20,711	23,351	26,071	28,790	31,508	34,227	36,946	1.00	1.25
	Urban	16,707	19,142	21,705	24,345	27,065	29,784	32,502	35,221	37,940		
Region 2	Metrop	17,917	20,352	22,915	25,555	28,275	30,994	33,712	36,431	39,150		
	Suburban	18,911	21,346	23,909	26,549	29,269	31,988	34,706	37,425	40,144	1.00	1.25
	Urban	19,905	22,340	24,903	27,543	30,263	32,982	35,700	38,419	41,138		
Region 3	Metrop	22,119	25,782	29,445	33,108	36,771	40,434	44,097	47,760	51,423		
	Suburban	23,113	26,776	30,439	34,102	37,765	41,428	45,091	48,754	52,417	1.00	1.25
	Urban	24,107	27,770	31,433	35,095	38,757	42,420	46,083	49,746	53,411		
Region 4	Metrop	20,319	23,982	27,645	31,308	34,971	38,634	42,297	45,960	49,623		
	Suburban	21,313	24,976	28,639	32,302	35,965	39,628	43,290	46,953	50,617	1.00	1.25
	Urban	22,307	25,970	29,633	33,295	36,967	40,630	44,293	47,956	51,611		
Region 5	Metrop	18,519	21,182	23,845	26,508	29,171	31,834	34,497	37,160	39,823		
	Suburban	19,513	22,176	24,839	27,502	30,165	32,828	35,491	38,154	40,817	1.00	1.25
	Urban	20,507	23,170	25,833	28,495	31,157	33,820	36,483	39,146	41,811		
Region 6	Metrop	16,719	19,382	22,045	24,708	27,371	30,034	32,697	35,360	38,023		
	Suburban	17,713	20,376	23,039	25,702	28,365	31,028	33,691	36,354	39,017	1.00	1.25
	Urban	18,707	21,370	23,993	26,695	29,357	32,020	34,683	37,346	40,011		

EXHIBIT "B"
FINAL AMENDED SETTLEMENT AGREEMENT

L:\8509 - Voorhees Twp. - Special COAH Counsel\2015 Supreme Court Decision\Fairness Hearing 2025\Order - FINAL.doc

FAIR SHARE HOUSING CENTER

Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
Joshua D. Bowers, Esq.
Ashley J. Lee, Esq.
Esmé M. Devenney, Esq.
Aneta Rutbeck-Goldman, Esq.
Joelle L. Paull, Esq.

March 4, 2025

Stuart A. Platt, Esq.
The Platt Law Group
40 Berlin Avenue
Stratford, NJ 08084

Re: In the Matter of the Application of the Township of Voorhees, County of Camden, Docket No. CAM-L-2533-15

Dear Mr. Platt:

This letter memorializes the terms of an agreement reached between the Township of Voorhees (the Township or "Voorhees"), 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 amended settlement, a defendant in this proceeding.

This Settlement Agreement is subject to review and approval by the Court following a duly-noticed fairness hearing and, if approved, shall supersede and replace in its entirety the July 21, 2021, Settlement Agreement between Voorhees and FSHC, which is attached hereto as **Exhibit A**, and was previously approved by the Court following a duly-noticed fairness hearing.

Background

In accordance with Mount Laurel IV, on July 2, 2015, Voorhees filed the above-captioned matter 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.

Through the declaratory judgment process, the Township and FSHC agreed to settle the litigation and a settlement agreement was signed on April 26, 2021. The agreement was presented to the trial court with jurisdiction over this matter to review, recognizing that the settlement of Mount Laurel litigation is favored because it ends delays and the expense of trial and results more quickly in the construction of homes for very-low, low- and moderate- income households. The Court Order approving the settlement was issued July 21, 2021.

This Amended Settlement Agreement was necessitated by several updates and changes to Voorhees's Compliance Plan. These changes include removing the 300 Route 73 100% affordable development, removing 13 credits from Bancroft Supervised Apartments, the removal of 11 market to affordable units, the addition of 60 units at 3 Sheppard Road, and a total of 110 additional units (mix of rental and sale) at Voorhees Town Center.

Amended Mediation terms

The Township and FSHC hereby agree to the following terms:

March 4, 2025

Page 2

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), thus entitling the municipality to protection from builder's remedy litigation through July 1, 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 Voorhees hereby agree that Voorhees's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹ as modified through this Agreement)	9
Prior Round Obligation (pursuant to <u>N.J.A.C. 5:93</u>)	456
Third Round (1999-2025) Gap and Prospective Need (per Kinsey Report, as adjusted through this Agreement)	510

4. a. For purposes of this Agreement, the Third Round Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
- b. The parties, for purposes of this Agreement, have stipulated and agreed to the obligations set forth in Paragraph 3 above and herein.
- c. The parties agree that the provisions of this Agreement represent a fair and reasonable settlement of this litigation pursuant to the standards elucidated by East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), and related case law applicable to the Action and this Agreement, recognizing the following: (1) either of the parties could have proceeded with motion practice or trial (and appeal) for a methodology determination, raising issues that, if successful, could have resulted in a higher or lower fair share obligation; and (2) that other aspects of this settlement resolve additional important issues, beyond the fair share obligation, that are relevant to the East/West Venture analysis of the fairness and reasonableness of the settlement, and issues that have not yet been adjudicated by the trial court as of the date of the settlement. Thus, both Voorhees Township and FSHC agree to support this Agreement as fair and reasonable before the trial court, and if an appeal is filed by any third-party, intervenor, or objector, upon any appeal to the Appellate Division or to the Supreme Court, or both.

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

5. The Township has a 9-unit rehabilitation obligation. The Township's efforts to meet its present need include the continued participation in the Camden County rehabilitation program and/or implementation of a local rental-rehabilitation program. Units rehabilitated during or after 2015 may qualify for credit against this obligation. This is sufficient to satisfy the Township's present need obligation of 9 units.
6. As noted above, the Township has a Prior Round prospective need of 456 units, which is met through the following compliance mechanisms:

Table I: Prior Round Compliance

	Credits	Bonuses	Details
1 Echelon Towers, senior rental, Block 150.02 Lot 1.03	200		Voorhees Township received 267 prior cycle credits for Echelon House (now called Echelon Tower), an age-restricted rental complex. The site was funded through HUD's Section 202 program in the late 1970s and was first occupied in 1980. It is located on 219 Laurel Road and is known as Block 150.02 Lot 1.03. The site is built and occupied. The parties have agreed to limit the senior cap to 25% of the combined Prior Round and Third Round prospective need as specified in this agreement; 200 credits are being applied to the Prior Round and 41 credits to the Third Round.
2 Guidance Center Group Home, special needs housing, Block 11 Lot 9 (204 Homer Ave)	5		The Guidance Center Group Home was occupied within the prior cycle time period between April 1, 1980 and December 31, 1986. Survey says 5
3. Chelsea Place, family rentals, Block 2203 Lots 13.05 and 13.07	72	72	Established in 1998, there are 72 low and moderate income units consisting of two and three bedroom apartments
4. Group Homes: Archway (5 Lafayette – 4 bedrooms); Camden County ARC (6 Chandler and 904 Rural Avenue – 8 bedrooms); 11 Eastwood Drive (4 bedrooms)	16		During the compliance phase of the litigation, Voorhees agrees to provide the following for each of these credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license, if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary to prove eligibility of credit, or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available.
5. Judith Flicker, special needs	18		The Judith B Flicker Center is owned and operated by Bancroft. It is a 100% affordable group home with 18

housing, Block 150.02 Lot 3			non-age restricted units. During the compliance phase of the litigation, Voorhees agrees to provide the following for these credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license, if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary to prove eligibility of credit, or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available.
6 3 Shepperd Ave 100% Affordable development	42	42	This is a proposed 60 unit 100% affordable family rental development with 42 units allocated to the Prior Round and 18 units allocated to the Third Round of which at least 50% of the units shall be affordable to low income households and remained to moderate income. Of the 50% affordable to low income, 13% shall be required to be affordable to very low income households, with the low-income and very-low-income units proportionally allocated by each bedroom size; additional information to be provided during compliance pursuant to N.J.A.C. 5:93-5.5 as described below.
	353	114	
Total	467		
Surplus (total credits - obligation)	11		

The Township has implemented or will implement the following mechanisms to address its Third Round gap and prospective need of 510 units:

Table II: Third Round Compliance

	Credits	Bonuses	
7. Echelon Towers, senior rental, Block 150.02 Lot 1.03	41		See mechanism #1 above. Total credits available is 267; applicable 241 due to cap.
8. Group Home (Echelon Glen) 1125 Bibbs Rd Apts 2	5		During the compliance phase of the litigation, Voorhees agrees to provide the following for each of these credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license, if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary

			to prove eligibility of credit, or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available
9 Group Homes (Oaks Integrated Care, 213 Bergen Avenue, 133 Paradise Avenue)	26		During the compliance phase of the litigation, Voorhees agrees to provide the following for each of these existing credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license, if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary to prove eligibility of credit, or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available.
10. Supervised Apartments (Bancroft)	67		FSHC agrees that the Township may take credits for existing units owned and operated by Bancroft without imposition of any deed restrictions, provided Bancroft commits to make such units available to low- or moderate-income persons through agreements Bancroft and the Township and the Township and FSHC which shall be provided during the compliance period of this litigation and which are substantially similar to the agreements approved in a similar situation by the Hon. Karen M. Cassidy, A.J.S.C., in <u>In the Matter of the Application of the Borough of Fanwood County of Union</u> , Docket No. UNN-L-2056-15, which agreements are attached hereto as Exh. B.
11.			
12. 1223 Haddonfield-Berlin Rd., Block 263, Lot 11, 100% affordable family rental	80	80	This site is located on Route 561 also known as Haddonfield-Berlin Road. It is an 8 acre site currently zoned commercial on Block 263 Lot 11. The Township will rezone the property and develop a 100% affordable housing project with 80 total units of which 11 units will be very low income, 29 low income, and 40 moderate income, proportionally allocated by each bedroom size; additional information to be provided during compliance pursuant to N J A.C. 5:93-5.5 as described below.
13. 3 Sheppard Ave, 100% affordable family rental	18		This is a proposed 60 unit 100% affordable family rental development with 42 units allocated to the Prior Round and 18units allocated to the Third Round of at least 50% of the units shall be affordable to low income households and remained to moderate income. Of the 50% affordable to low income, 13% shall be required to be affordable to very low income households, with the low-income and very-low-income units proportionally allocated by each

March 4, 2025

Page 6

			bedroom size; additional information to be provided during compliance pursuant to N.J.A.C. 5:93-5.5 as described below. Township reserves the right that this number may be adjusted based on the total number of units proposed on this site, provided that the Township still meets the 510-unit obligation after this and adjustments on other sites noted are taken into account. The additional units created on site may be applied to other mechanisms of this round, in order to meet the obligation.
14. Foster Square Apartments (PREIT Services, LLC), family rental	25	23	PREIT Services, LLC is the redeveloper that constructed and redeveloped the Echelon Mall site into the Voorhees Town Center. Included in this redevelopment was the construction of 400 market rate units known as Foster Square Apartments. Twenty five (25) of these units are affordable rental units for qualified low and moderate income households. The Township will provide documentation during compliance that these units have been constructed, deed restricted, and made available to lower-income households consistent with applicable law.
15. Voorhees Town Center inclusionary, Block 15.01, Lots 3, 4, and 5, family for-sale	50		The municipality will adopt a modified redevelopment plan for this site during the compliance phase of this litigation and enter into a redevelopment agreement that provides a realistic opportunity for at least 50 units of inclusionary affordable housing no later than March 31, 2025 if no such agreement exists at this time then the Township and FSHC agree to negotiate in good faith and seek an alternative compliance mechanism for these 50 family rental affordable units subject to the approval of the court. During the compliance phase of this matter, the Township shall amend the existing redevelopment plan on this site to require the affordable units to be on, not off, site and to be family, non-age-restricted units and require a solely residential component in any redevelopment on land area and density sufficient to generate the 50 family rental units at a 15 percent set-aside. Township reserves the right that this number may be adjusted based on the total number of units proposed on this site, provided that the Township still meets the 510-unit obligation after this and adjustments on other sites noted are taken into account. The additional units created on site may be applied to other mechanisms of this round, in order to meet the obligation.
16. Voorhees Town Center 100% Affordable family rental	60	25	This is a proposed 60 unit 100% affordable family rental development to be developed in the Voorhees Town Center with 60 credits applied to the Third Round. Of the units at least 50% of the units shall be affordable to low income households and remainder to moderate income. Of the 50% affordable to low

			income, 13% shall be required to be affordable to very low income households, with the low-income and very-low-income units proportionally allocated by each bedroom size; additional information to be provided during compliance pursuant to N.J.A.C. 5:93-5.5 as described below. Township reserves the right that this number may be adjusted based on the total number of units proposed on this site, provided that the Township still meets the 510-unit obligation after this and adjustments on other sites noted are taken into account. The additional units created on site may be applied to other mechanisms of this round, in order to meet the obligation.
Total	398	128	
Carryover credits from Prior Round		11	
Total credits toward Third Round obligation		511	One-unit surplus*

*One-unit surplus shall be eligible for future credits in a manner consistent with controlling law and jurisdiction pursuant to P.L. 2004, c.2, or any subsequent and controlling changes in law in the given Round.

- As provided for in paragraph 6, 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 in the following ways:

Table III: Affordable Units Developed Through Means Other than Inclusionary Zoning

	Credits
100% affordable family rental, 3 Sheppard Ave	60**
100% affordable family rental, 1223 Haddonfield-Berlin Rd., Block 263, Lot 11	80**
100% affordable family rental, Voorhees Town Center	60**

**These numbers may be adjusted based on the total number of units proposed on other sites that are part of this settlement agreement, provided that the Township still meets the 510-unit obligation after this and adjustments on other sites noted are taken into account.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for the above-referenced non-inclusionary affordable housing developments and programs. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township shall meet these obligations through the submission of available documentation 30 days prior to the compliance hearing in this matter, with a right to request extension for good cause.

In accordance with N.J.A.C. 5:93-5.5, for the above-referenced non-inclusionary developments and programs, 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 from fairness hearing provided that if an application for 9% LIHTC has been approved for funding by HMFA at that time but construction has not begun as of yet then this time frame may be extended by right to allow for construction to begin in accordance with that award. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township shall meet these obligations through the submission of available documentation 30 days prior to the compliance hearing in this matter, with a right to request extension for good cause.

8. In order to settle this matter under the terms provided herein, the Township will also agree to modify section 153.005(A) of the Township zoning ordinance during the compliance phase of this litigation so as to modify the section such that developments with final approved density of 6 du/gross acre or more shall be required to provide a 15% mandatory set-aside when the market-rate units are rental units and 20% mandatory set aside when the market-rate units are for-sale units, with affordable units provided as on site units. Developments with final density of less than 6 du/gross ac other than any development specifically referenced in this agreement shall remain within the discretion of the Township as to a set-aside, payment in lieu or development fee. This shall not be applicable to Brandywine project commonly known as Main Street Redevelopment, identified as Block 207 Lots 4, 4.08, 4.09, 4.24 that is to be developed with a total of market rate units up to 280 dwelling units without any onsite affordable units to be provided, provided that such development shall still be required to pay at minimum a 1.5 percent residential development fee. Such ordinance shall be maintained through at least July 1, 2025.
9. 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, and the very low income units proportionally distributed by each bedroom size in any family development including very low income units. The municipality will comply with those requirements in part as follows:

- a. 3 Sheppard Ave = 13% of the total units proposed shall be very low income units.
- b. 1223 Haddonfield-Berlin Road = 13% of the total units proposed shall be very low income units.
- c. Voorhees Town Center = 13% of the total units proposed shall be very low income units.
- d. 13% of affordable units in any development through section 153.003 to be very-low-income units

Table: IV: Sites Constructed after July 1, 2008

Site	Total Affordable Units	Very Low- income units (13%)
3 Sheppard Ave	60	8
1223 Haddonfield-Berlin Road	80	10
Voorhees Town Center	110	14

The Township will otherwise demonstrate how it meets this overall requirement as part of its Housing Element and Fair Share Plan.

10. The Township shall meet its Third Round Gap and Prospective Need 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 Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Need 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 Need 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.
11. **Affirmative Marketing Plan.** As part of its HEFSP, Voorhees must prepare an Affirmative Marketing Plan and shall include the following entities in the list of community and regional organizations in its affirmative marketing plan, pursuant to UHAC, N.J.A.C. 5:80-26.15(f)(5):
 - a. Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Camden County NAAACP, Willingboro NAACP, Southern Burlington County NAACP, the Supportive Housing Association, and the New

Jersey Housing Resource Center for on-line applications, and other appropriate non-profits and civil rights organizations.

- b. As part of its regional affirmative marketing strategies during its implementation of the affirmative marketing plan, provide notice of all available affordable housing units to the above referenced organizations.
- c. The affirmative marketing plan shall include posting of all affordable units on the New Jersey Housing Resource Center ("HRC") website in accordance with applicable law. 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.

12. Affordability Controls. In all development that produces affordable housing, the Parties agree that the following terms shall apply:

- a. All affordable housing units shall be governed by and fully comply with affordability controls and affirmative marketing requirements of UHAC, or any successor regulation, including without limitation, the required bedroom and income distribution, with the sole exception that, in lieu of the ten percent (10%) of the affordable units in rental projects being required to be at thirty-five percent (35%) of the median income, thirteen percent (13%) of the affordable units in such projects shall be required to be for very low-income households earning thirty percent (30%) or less of the median income pursuant to the FHA and all other applicable law.
- b. All the affordable units shall be subject to affordability controls of at least thirty (30) years from the date of initial occupancy and affordable deed restrictions as provided for by UHAC, with the sole exception that very low income shall be defined as at or below thirty percent (30%) of median income 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 (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.
- c. The income limits, attached hereto as **Exhibit C**, are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2024, 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.
- d. 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 Allenhurst annually by taking the percentage increase of the income limits calculated pursuant to paragraph (a) above over the previous year's income limit, 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.

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13. **Income Limits.** Income limits for all units that are part of Voorhees's HEFSP required by this Agreement and 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 Voorhees annually within thirty (30) days of the publication of determinations of median income by the U.S. Department of Housing and Urban Development ("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 B** are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2020, 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.
14. **New Construction.** 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.
15. **Ordinances.** As an essential term of this Agreement, within 150 days of Court's approval of this Amended Mediation Agreement with a right to request extension for good cause, the Township shall introduce and adopt an ordinance or ordinances

providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this amended mediation agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this amended mediation agreement.

16. **Determination of Reduced Obligation.** The parties agree that if a decision of a court of competent jurisdiction in Camden 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 established in this amended mediation 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 amended mediation agreement and to implement all compliance mechanisms included in this amended mediation 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 amended mediation agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; 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 fair share need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.
17. **Spending Plan.** 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 amended 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, Local Government Services or FSHC. 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.
18. **Reporting of Trust Fund Activity.** 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

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activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center, using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by FSHC.

19. **The Midpoint Review, Very Low-Income Housing Monitoring.** The Fair Housing Act includes a provision 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. The Parties agree that, given the commencement of the Fourth Round on July 2, 2025 and the opportunity for public comment and objections at the fairness hearing and compliance hearing, Voorhees will not be required to submit a midpoint review report pursuant to N.J.S.A. 52:27D-313, and the compliance hearing shall suffice as the midpoint review. In accordance with the provision of the FHA regarding actions to be taken by the Township during the ten-year period of protection provided in this Agreement, Voorhees agrees to comply with those provisions as follows:
 - b. For the review of very low income housing requirements required by N.J.S.A. 52:27D-329 1, on June 30, 2025, 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 amended settlement.
20. FSHC was deemed to have interested party status in this matter pursuant to the Court's December 16, 2016 order. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor prospectively and has the ability to enforce this agreement, but the absence of such an order shall not impact FSHC's rights.
21. **Fairness Hearing.** This amended mediation 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 amended 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 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.
22. **Attorney's Fees.** In light of the additional time and resources expended since then by FSHC, including to review compliance documents, negotiate and enter into this agreement, and to conduct an additional fairness and compliance hearing, the Township agrees to pay FSHC's additional attorneys fees and costs of ten thousand dollars (\$10,000.00) to be used at the discretion of FSHC for the provision of affordable

housing opportunities/assistance within sixty (60) days after entry of a Court Order approving this agreement pursuant to a duly-noticed fairness hearing. The Parties agree that neither shall requires or otherwise make a claim against the other for payment or reimbursement of any legal fees and/or costs incurred in connection within the Declaratory Judgment Action and/or any related actions or proceedings other than as stated below in paragraph 23.

23. **Obligation to Defend.** 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.
24. **Enforcement.** This amended mediation agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Camden County.
25. **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.
26. **Governing Law.** This Agreement shall be governed by and construed by the laws of the State of New Jersey.
27. **Amendment or Modification.** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
28. **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.
29. **Legal Capacity.** Each party who signs this Agreement in a representative capacity warrants that the party's execution of this Agreement is duly authorized, execute and delivered by and for the entity for which that party signs. Each party warrants that the party has carefully read and understands the scope and effect of each and every provision of this Agreement, that the party has consulted with chosen legal counsel who has explained the terms of the provisions of this Agreement, and all attachments hereto, and has executed this Agreement voluntarily, without duress, coercion, or undue influence with the express intent to be bound thereby.
30. 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.

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31. **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.
32. 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.
33. 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.
34. **Notices.** All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

Adam M. Gordon, Esquire
Executive Director
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

Stuart A. Platt, Esquire
The Platt Law Group
40 Berlin Avenue
Stratford, New Jersey 08084
Telecopier: (856) 784-8050
Email: platt@theplattlawgroup.com

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

Municipal Clerk -Township of Voorhees
2400 Voorhees Town Center
Voorhees, NJ 08043
Telecopier: (856) 216-7623
Email: clerk@voorheesnj.com

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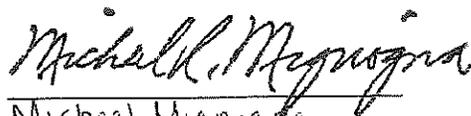
Please sign below if these terms are acceptable.

Sincerely,



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

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



Michael M. Anagnone

Dated: March 10, 2025

*February 4, 2025
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Exhibit A – Original Settlement Agreement



Peter J. O'Connor, Esq.
Adam M. Gordon, Esq.
Laura Smith-Denker, Esq.
David F. Richter, Esq.
Joshua D. Bauer, Esq.
Bossmann Gargi, Esq.

April 26, 2021

Stuart A. Platt, Esq.
Platt & Riso, P.C.
40 Berlin Avenue
Stratford, NJ 08084

Re: In the Matter of the Application of the Township of Voorhees, County of Camden, Docket No. CAM-L-2533-15

Dear Mr. Platt:

This letter memorializes the terms of an agreement reached between the Township of Voorhees (the Township or "Voorhees"), 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

Voorhees filed the above-captioned matter on July 2, 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. The Township has secured immunity since filing of the matter and a mediation was conducted by the Court where FSHC participated as an interested party. The Township's immunity from all Mount Laurel lawsuits is still in full force and effect. Through the mediation 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.

Mediation 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), thus entitling the municipality to protection from builder's remedy litigation through July 1, 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 Voorhees hereby agree that Voorhees's affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report ¹ as modified through this Agreement)	9
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	456
Third Round (1999-2025) Gap and Prospective Need (per Kinsey Report, as adjusted through this Agreement)	510

- 4 a. For purposes of this Agreement, the Third Round Need shall be deemed to include the Gap Period Present Need, which is a measure of households formed from 1999-2015 that need affordable housing, that was recognized by the Supreme Court in In re Declaratory Judgment Actions Filed By Various Municipalities, 227 N.J. 508 (2017).
- b. The parties, for purposes of this Agreement, have stipulated and agreed to the obligations set forth in Paragraph 3 above and herein.
- c. The parties agree that the provisions of this Agreement represent a fair and reasonable settlement of this litigation pursuant to the standards elucidated by East/West Venture v. Borough of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), and related case law applicable to the Action and this Agreement, recognizing the following: (1) either of the parties could have proceeded with motion practice or trial (and appeal) for a methodology determination, raising issues that, if successful, could have resulted in a higher or lower fair share obligation; and (2) that other aspects of this settlement resolve additional important issues, beyond the fair share obligation, that are relevant to the East/West Venture analysis of the fairness and reasonableness of the settlement, and issues that have not yet been adjudicated by the trial court as of the date of the settlement. Thus, both Voorhees Township and FSHC agree to support this Agreement as fair and reasonable before the trial court, and if an appeal is filed by any third-party, intervenor, or objector, upon any appeal to the Appellate Division or to the Supreme Court, or both.
5. The Township has a 9-unit rehabilitation obligation. The Township's efforts to meet its present need include the continued participation in the Camden County rehabilitation program and/or implementation of a local rental-rehabilitation program. Units rehabilitated during or after 2015 may qualify for credit against this obligation. This is sufficient to satisfy the Township's present need obligation of 9 units.
6. As noted above, the Township has a Prior Round prospective need of 456 units, which is met through the following compliance mechanisms:

	Credits	Bonuses	Details

¹ David N. Kinsey, PhD, PP, FAICP, NEW JERSEY LOW AND MODERATE INCOME HOUSING OBLIGATIONS FOR 1999-2025 CALCULATED USING THE NJ COAH PRIOR ROUND (1987-1999) METHODOLOGY, May 2016.

April 26, 2021

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1 Echelon Towers, senior rental, Block 150.02 Lot 1.03	200		Voorhees Township received 267 prior cycle credits for Echelon House (now called Echelon Tower), an age-restricted rental complex. The site was funded through HUD's Section 202 program in the late 1970s and was first occupied in 1980. It is located on 219 Laurel Road and is known as Block 150.02 Lot 1.03. The site is built and occupied. The parties have agreed to limit the senior cap to 25% of the combined Prior Round and Third Round prospective need as specified in this agreement; 200 credits are being applied to the Prior Round and 41 credits to the Third Round.
2. Guidance Center Group Home, special needs housing, Block 11 Lot 9 (204 Homer Ave)	5		The Guidance Center Group Home was occupied within the prior cycle time period between April 1, 1980 and December 31, 1986. Survey says 5
3. Chelsea Place, family rentals, Block 2203 Lots 13.05 and 13.07	72	72	Established in 1998, there are 72 low and moderate income units consisting of two and three bedroom apartments.
4. Group Homes: Archway (5 Lafayette - 4 bedrooms); Camden County ARC (6 Chandler and 904 Rural Avenue - 8 bedrooms); 11 Eastwood Drive (4 bedrooms)	16		During the compliance phase of the litigation, Voorhees agrees to provide the following for each of these credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license, if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary to prove eligibility of credit, or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available.
5. Judith Flicker, special needs housing, Block 150.02 Lot 3	18		The Judith B Flicker Center is owned and operated by Bancroft. It is a 100% affordable group home with 18 non-age restricted units. During the compliance phase of the litigation, Voorhees agrees to provide the following for these credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license, if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary to prove eligibility of credit, or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available.
6. 300 Route 73 100% Affordable development	42	42	This is a proposed 80 unit 100% affordable family rental development with 42 units allocated to the Prior Round and 38 units allocated to the Third Round of which at least 50% of the units shall be affordable to

			low income households and remained to moderate income. Of the 50% affordable to low income, 13% shall be required to be affordable to very low income households, with the low-income and very-low-income units proportionally allocated by each bedroom size; additional information to be provided during compliance pursuant to N.J.A.C. 5:93-5.5 as described below.
	353	114	
Total	467		
Surplus (total credits – obligation)	11		

The Township has implemented or will implement the following mechanisms to address its Third Round gap and prospective need of 510 units:

	Credits	Bonuses	
7. Echelon Towers, senior rental, Block 150.02 Lot 1.03	41		See mechanism #1 above. Total credits available is 267; applicable 241 due to cap.
8. Group Home (Echelon Glen) 1125 Bibbs Rd Apts 2	5		During the compliance phase of the litigation, Voorhees agrees to provide the following for each of these credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license, if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary to prove eligibility of credit, or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available.
9. Group Homes (Oaks Integrated Care, 213 Bergen Avenue, 133 Paradise Avenue)	26		During the compliance phase of the litigation, Voorhees agrees to provide the following for each of these existing credits: 1) The Supportive and Special Needs Housing Survey Form used by the Council on Affordable Housing; 2) A copy of the facility license, if applicable. The Township agrees to provide deed restrictions on case by case basis and if necessary to prove eligibility of credit, or alternative forms of crediting documentation consistent with the applicable regulations if a deed restriction is not available.

10. Supervised Apartments (Bancroft)	80		FSHC agrees that the Borough may take credits for existing units owned and operated by Bancroft without imposition of any deed restrictions, provided Bancroft commits to make such units available to low- or moderate-income persons through agreements Bancroft and the Township and the Township and FSHC which shall be provided during the compliance period of this litigation and which are substantially similar to the agreements approved in a similar situation by the Hon Karen M. Cassidy, A.J.S.C., in <u>In the Matter of the Application of the Borough of Fanwood, County of Union</u> , Docket No. UNN-L-2056-15, which agreements are attached hereto as Exh. A.
11. Safety in Groups(approved), special needs housing	15		This approved project will create 15 special needs bedrooms. During the compliance phase of the litigation, the Township will demonstrate that this compliance mechanism presents a realistic opportunity in accordance with the terms of this agreement. Township agrees to provide Zoning Board of Adjustment resolution granting the use variance for the site. Additional information on how the funding for this site creates a realistic opportunity and how the site will be affirmatively marketed to be provided during compliance phase of this agreement.
12. 1223 Haddonfield-Berlin Rd., Block 263, Lot 11, 100% affordable family rental	80	80	This site is located on Route 561 also known as Haddonfield-Berlin Road. It is an 8 acre site currently zoned commercial on Block 263 Lot 11. The Township will rezone the property and develop a 100% affordable housing project with 80 total units of which 11 units will be very low income, 29 low income, and 40 moderate income, proportionally allocated by each bedroom size; additional information to be provided during compliance pursuant to N.J.A.C. 5:93-5.5 as described below.
13. 300 Route 73, 100% affordable family rental	38	25	This is a proposed 80 unit 100% affordable family rental development with 42 units allocated to the Prior Round and 38 units allocated to the Third Round of at least 50% of the units shall be affordable to low income households and remained to moderate income. Of the 50% affordable to low income, 13% shall be required to be affordable to very low income households, with the low-income and very-low-income units proportionally allocated by each bedroom size; additional information to be provided during compliance pursuant to N.J.A.C. 5:93-5.5 as described below. Township reserves the right that this number may be adjusted based on the total number of units proposed on this site, provided that the Township still meets the 510-unit obligation after

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			this and adjustments on other sites noted are taken into account. The additional units created on site may be applied to other mechanisms of this round, in order to meet the obligation.
14. Market to Affordable Program, family sales	11		During the compliance phase of the litigation, the municipality shall demonstrate its compliance with the terms of <u>N.J.A.C. 5:97-6.9</u> . Half of the units provided through this program shall be made available to low-income households and half shall be made available to moderate-income households. A minimum of 3 units per year shall be made available starting July 1 2022, with all units being made available on or before July 1, 2025. Township reserves the right that this number may be adjusted based on the total number of units proposed on other sites that are noted in this agreement, provided that the Township still meets the 510-unit obligation after this and adjustments on other sites noted are taken into account. The additional units created on other sites may be applied to this mechanism and the number adjusted.
15 Foster Square Apartments (PREIT Services, LLC), family rental	25	23	PREIT Services, LLC is the redeveloper that constructed and redeveloped the Echelon Mall site into the Voorhees Town Center. Included in this redevelopment was the construction of 400 market rate units known as Foster Square Apartments. Twenty five (25) of these units are affordable rental units for qualified low and moderate income households. The Township will provide documentation during compliance that these units have been constructed, deed restricted, and made available to lower-income households consistent with applicable law.
16 Voorhees Town Center inclusionary, Block 15.01, Lots 3, 4, and 5 family rental	50		The municipality will adopt a modified redevelopment plan for this site during the compliance phase of this litigation and enter into a redevelopment agreement that provides a realistic opportunity for at least 50 units of inclusionary affordable housing no later than June 30, 2022, if no such agreement exists at this time then the Township and FSHC agree to negotiate in good faith and seek an alternative compliance mechanism for these 50 family rental affordable units subject to the approval of the court. During the compliance phase of this matter, the Township shall amend the existing redevelopment plan on this site to require the affordable units to be on, not off, site and to be family, non-age-restricted units and require a solely residential component in any redevelopment on land area and density sufficient to generate the 50 family rental units at a 15 percent set-aside. Township reserves the right that this number may be adjusted based on the total number of units proposed on this site, provided that the Township still meets the

			510-unit obligation after this and adjustments on other sites noted are taken into account. The additional units created on site may be applied to other mechanisms of this round, in order to meet the obligation.
Total	371	128	
Carryover credits from Prior Round	11		
Total credits toward Third Round obligation	510		

7. As provided in paragraph 6, 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 in the following ways:

	Credits
Market to Affordable Program, family sales	11*
100% affordable family rental, 300 Route 73	80*
100% affordable family rental, 1223 Haddonfield-Berlin Rd. Block 263, Lot 11	80*

*These numbers may be adjusted based on the total number of units proposed on other sites that are part of this settlement agreement, provided that the Township still meets the 510-unit obligation after this and adjustments on other sites noted are taken into account.

In accordance with N.J.A.C. 5:93-5.5, the Township recognizes that it must provide evidence that the municipality has adequate and stable funding for the above-referenced non-inclusionary affordable housing developments and programs. The municipality is required to provide a pro forma of both total development costs and sources of funds and documentation of the funding available to the municipality and/or project sponsor, and any applications still pending. In the case where an application for outside funding is still pending, the municipality shall provide a stable alternative source, such as municipal bonding, in the event that the funding request is not approved. The Township shall meet these obligations through the submission of available documentation 30 days prior to the

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compliance hearing in this matter, with a right to request extension due to reasonable conditions imposed due to current pandemic.

In accordance with N.J.A.C. 5:93-5.5, for the above-referenced non-inclusionary developments and programs, 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 from fairness hearing provided that if an application for 9% LIHTC has been approved for funding by HMFA at that time but construction has not begun as of yet then this time frame may be extended by right to allow for construction to begin in accordance with that award. The municipality shall indicate the entity responsible for undertaking and monitoring the construction and overall development activity. The Township shall meet these obligations through the submission of available documentation 30 days prior to the compliance hearing in this matter, with a right to request extension due to reasonable conditions imposed due to pandemic.

8. In order to settle this matter under the terms provided herein, the Township will also agree to modify section 153.005 (A) of the Township zoning ordinance during the compliance phase of this litigation so as to modify the section such that developments with final approved density of 6 du/gross acre or more shall be required to provide a 15% mandatory set-aside when the market-rate units are rental units and 20% mandatory set aside when the market-rate units are for-sale units, with affordable units provided as on site units. Developments with final density of less than 6 du/gross ac other than any development specifically referenced in this agreement shall remain within the discretion of the Township as to a set-aside, payment in lieu or development fee. This shall not be applicable to Brandywine project commonly known as Main Street Redevelopment, identified as Block 207 Lots 4, 4.08, 4.09, 4.24 that is to be developed with a total of market rate units up to 280 dwelling units without any onsite affordable units to be provided, provided that such development shall still be required to pay at minimum a 1.5 percent residential development fee. Such ordinance shall be maintained through at least July 1, 2025.
9. 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, and the very low income units proportionally distributed by each bedroom size in any family development including very low income units. The municipality will comply with those requirements in part as follows:
 - a. 300 Route 73 = 13% of the total units proposed shall be very low income units.
 - b. 1223 Haddonfield-Berlin Road = 13% of the total units proposed shall be very low income units.
 - c. Voorhees Town Center = 13% of the total units proposed shall be very low income units.
 - d. 13% of affordable units in any development through section 153.003 to be very-low-income units

The Township will otherwise demonstrate how it meets this overall requirement as part of its Housing Element and Fair Share Plan.

10. The Township shall meet its Third Round Gap and Prospective Need 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 Need shall be affordable to very-low-income and low-income households with the remainder affordable to moderate-income households.
 - c. At least twenty-five percent of the Third Round Need 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 Need 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.
11. The Township shall add to the list of community and regional organizations in its affirmative marketing plan, pursuant to N.J.A.C. 5:80-26.15(f)(5), Fair Share Housing Center, the New Jersey State Conference of the NAACP, the Latino Action Network, Camden County NAAACP, Willingboro NAACP, Southern Burlington County NAACP, the Supportive Housing Association, and the New Jersey Housing Resource Center for on-line applications, and other appropriate non-profits and civil rights organizations, and 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.
12. 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. 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,

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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 B are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for FY 2020, 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.
13. 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.
 14. As an essential term of this Agreement, within 150 days of Court's approval of this Mediation Agreement with a right to request extension due to reasonable conditions imposed due to current pandemic, the Township shall introduce and adopt an ordinance or ordinances providing for the amendment of the Township's Affordable Housing Ordinance and Zoning Ordinance to implement the terms of this mediation agreement and the zoning contemplated herein and adopt a Housing Element and Fair Share Plan and Spending Plan in conformance with the terms of this mediation agreement.
 15. The parties agree that if a decision of a court of competent jurisdiction in Camden 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 established in this mediation 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

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any such reduction, the Township shall be obligated to adopt a Housing Element and Fair Share Plan that conforms to the terms of this mediation agreement and to implement all compliance mechanisms included in this mediation 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 mediation agreement; taking all steps necessary to support the development of any 100% affordable developments referenced herein; 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 fair share need for the Third Round, the Township may carry over any resulting extra credits to future rounds in conformance with the then-applicable law.

16. 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, Local Government Services or FSHC. 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.
17. 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 FSHC.
18. 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 required pursuant to N.J.S.A. 52:27D-313, the Township was obligated to post, by July 1, 2020, on its municipal website, with a copy provided to Fair Share Housing Center, a status report as to its implementation of its HEFSP and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether the mechanisms should be revised or supplemented.

Recognizing that July 1, 2020, has passed prior to settlement of this matter, on July 1, 2023, 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.
19. FSHC was deemed to have interested party status in this matter pursuant to the Court's December 16, 2016 order. The parties to this Agreement agree to request the Court to enter an order declaring FSHC is an intervenor prospectively and has the ability to enforce this agreement, but the absence of such an order shall not impact FSHC's rights.
 20. This mediation 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 either the judicial equivalent of substantive certification or a Judgment of Compliance and Repose ("JOR") through July 1, 2025. The parties agree to submit the issue of whether the court should issue an order providing substantive certification or an order providing repose to the court for a conclusive determination that neither party will appeal.
 21. The Township agrees to pay FSHC's attorneys fees and costs in the amount of \$12,500 within ten (10) days of the Court's approval of this Agreement pursuant to a duly-noticed fairness hearing.
 22. 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.

23. This mediation agreement may be enforced through a motion to enforce litigant's rights or a separate action filed in Superior Court, Camden County.
24. 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.
25. This Agreement shall be governed by and construed by the laws of the State of New Jersey.
26. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

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34. All notices required under this Agreement ("Notice[s]") shall be written and shall be served upon the respective Parties by certified mail, return receipt requested, or by a recognized overnight or by a personal carrier. In addition, where feasible (for example, transmittals of less than fifty pages) shall be served by facsimile or e-mail. All Notices shall be deemed received upon the date of delivery. Delivery shall be affected as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days notice as provided herein:

TO FSHC:

Adam M. Gordon, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ 08002
Phone: (856) 665-5444
Telecopier: (856) 663-8182
Email: adamgordon@fairsharehousing.org

TO THE TOWNSHIP:

Stuart A. Platt, Esquire
Platt & Riso, P.C.
40 Berlin Avenue
Stratford, New Jersey 08084
Telecopier: (856) 784-8050
Email: platt@prlawoffice.com

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

Municipal Clerk -Township of Voorhees
2400 Voorhees Town Center
Voorhees, NJ 08043
Telecopier: (856) 216-7623
Email: clerk@voorheesnj.com

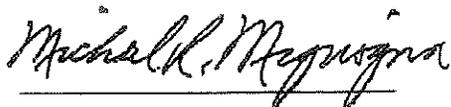
Please sign below if these terms are acceptable.

Sincerely



Adam M. Gordon, Esq.
Counsel for Intervenor/Interested Party
Fair Share Housing Center

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



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Michael Mignogna, Mayor
Dated: April 26, 2021

Exhibit B – 2024 Income Limits

Prepared by Affordable Housing Professionals of New Jersey (AHPNJ) April 10, 2024

2024 AFFORDABLE HOUSING REGIONAL INCOME LIMITS BY HOUSEHOLD SIZE

Income limits are affected by the State of New Jersey. Contact your municipality to see if applicable in your jurisdiction. AHPNJ has information about all 2024 income limits on AHPNJ.org

Region	Municipality	1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8+ Person	Max Income		Regional Asset Limit***	
												Low**	High**		
Region 1	Atlantic City	184,191	259,269	325,429	406,411	476,441	522,523	579,641	639,679	699,717	759,755	819,793	155,500		120% AMI
	Bergen, Hudson	93,121	131,287	167,665	206,587	246,445	286,193	326,015	365,815	405,615	445,415	485,215	110,000		
	Paterson and Sussex	94,111	133,154	169,475	210,155	251,155	292,155	333,155	374,155	415,155	456,155	497,155	110,000		
Region 2	Atlantic City	184,191	259,269	325,429	406,411	476,441	522,523	579,641	639,679	699,717	759,755	819,793	155,500		120% AMI
	Bergen, Hudson	93,121	131,287	167,665	206,587	246,445	286,193	326,015	365,815	405,615	445,415	485,215	110,000		
	Paterson and Sussex	94,111	133,154	169,475	210,155	251,155	292,155	333,155	374,155	415,155	456,155	497,155	110,000		
Region 3	Atlantic City	184,191	259,269	325,429	406,411	476,441	522,523	579,641	639,679	699,717	759,755	819,793	155,500		120% AMI
	Bergen, Hudson	93,121	131,287	167,665	206,587	246,445	286,193	326,015	365,815	405,615	445,415	485,215	110,000		
	Paterson and Sussex	94,111	133,154	169,475	210,155	251,155	292,155	333,155	374,155	415,155	456,155	497,155	110,000		
Region 4	Atlantic City	184,191	259,269	325,429	406,411	476,441	522,523	579,641	639,679	699,717	759,755	819,793	155,500		120% AMI
	Bergen, Hudson	93,121	131,287	167,665	206,587	246,445	286,193	326,015	365,815	405,615	445,415	485,215	110,000		
	Paterson and Sussex	94,111	133,154	169,475	210,155	251,155	292,155	333,155	374,155	415,155	456,155	497,155	110,000		
Region 5	Atlantic City	184,191	259,269	325,429	406,411	476,441	522,523	579,641	639,679	699,717	759,755	819,793	155,500		120% AMI
	Bergen, Hudson	93,121	131,287	167,665	206,587	246,445	286,193	326,015	365,815	405,615	445,415	485,215	110,000		
	Paterson and Sussex	94,111	133,154	169,475	210,155	251,155	292,155	333,155	374,155	415,155	456,155	497,155	110,000		

Municipality Income Categories: Low = 80% of the applicable income limit; High = 120% of the applicable income limit. Regional Asset Limit = 120% of the applicable income limit.

** These income limits are based on the HUD Fair Market Rent (FMR) for the applicable region. The HUD FMR is published in the HUD Handbook 4002.2024. The HUD FMR is published in the HUD Handbook 4002.2024. The HUD FMR is published in the HUD Handbook 4002.2024.

*** The HUD FMR is published in the HUD Handbook 4002.2024. The HUD FMR is published in the HUD Handbook 4002.2024. The HUD FMR is published in the HUD Handbook 4002.2024.

Survey & Analysis of Deficient Units

Census Tracts 6075.02 & 6075.07

Voorhees Township, Camden County, New Jersey

Prepared by:



James F. Clarkin, PP, AICP

License No. 6311

6/1/2016

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Introduction

Voorhees Township is currently in the process of determining its fair share obligation as part of the overall affordable housing process. After years of legal action and a lack of direction from the Council on Affordable Housing (COAH), the affordable housing process has been taken over by the Courts as of March 2015. Several expert reports have been submitted subsequent to the March 2015 court decision with respect to each municipality's fair share obligation. Within these expert reports, Voorhees Township has been given a rehabilitation obligation, or present need obligation, of 240 and 247 by two separate expert reports. This survey and analysis is specifically directed at further researching the accuracy of data resources used to calculate the Township's present need obligation.

The purpose and overall goal of this survey and report is to analyze the Township's calculated present need obligation of 240 or 247, survey the Township's existing housing stock to locate any existing residential units that are deficient, and determine the actual present need obligation of the Township based on facts rather than estimates.

The information within this report was gathered from a variety of resources including Census data, New Jersey state regulations, existing township records, New Jersey Department of Health records, online research, telephone surveys, and site visits. This analysis cites data sources as often as possible. The starting block for this analysis begins with the issue of present need calculation.

Present Need Obligation

Since the beginning of affordable housing in the State of New Jersey, COAH has calculated a present need obligation for all municipalities and required each municipality to satisfy that obligation through the rehabilitation of existing residential units. These rehabilitated units would then be deed restricted for low and moderate income households. This process would ultimately satisfy a municipality's present need obligation by upgrading units currently occupied by low and moderate income households.

The current accepted methodology employed to calculate a municipality's present need was upheld by Appellate Court decisions in 2013. These decisions struck down the Growth Share methodology but specifically upheld the methodology used to calculate present need in the 5:97 regulations. A 2013 Supreme Court decision affirmed the Appellate Court's ruling. This agreed upon methodology includes four steps outlined below:

1. The first step analyzes how many occupied housing units are deficient within a municipality. This requires the most recent data available, which as of 2016, is the 2014 American Community Survey (ACS) Estimates. This report uses the 2014 ACS as the baseline data. All 2014 ACS data was obtained through the Census website and the analysis will determine if an adjustment is necessary through facts and on the ground analysis, rather than estimates from the ACS.

2. The number of deficient occupied housing units acquired from the first step is then further analyzed to determine the number of unique deficient units. Basically, this assures that a deficient unit is not double counted because it has more than one qualifying indicator that categorizes it as a deficient unit.
3. The third step applies a ratio to the number of unique deficient units for a municipality. This ratio will estimate the number of unique deficient units that actually are occupied by a low and moderate income household. This analysis does not seek to alter the ratio used in expert reports at this time.
4. Finally, the procedure is annualized using a growth trend to estimate a Present Need Obligation as of 2016. In this case the ACS data provides data through 2014. This final step would estimate the additional deficient units for 2015 and 2016 based on a yearly trend of deficient units for a municipality.

Two separate expert reports prepared by Dr. Kinsey and EConsult Solutions respectively, employed the above process to estimate Voorhees Township's Present Need obligation. This is the reason why two different expert reports calculate almost identical present need obligations, 240 or 247, for Voorhees Township. This report and analysis has the intent to identify any inaccuracies in the American Community Survey's estimates. If inaccuracies are identified, then Voorhees Township's present need obligation may be adjusted accordingly.

Voorhees Township 2014 American Community Survey Data

As previously discussed, the Supreme Court requires the most recent available data be used to calculate a municipality's present need obligation. Specifically, the number of deficient units within the existing occupied housing stock according to the American Community Survey (ACS) is used as the base line data to calculate a present need obligation.

A unit is considered deficient if it has any of the following qualities: Overcrowded and built before 1960, lacks adequate plumbing facilities, lacks adequate kitchen facilities, or has a combination of these three factors. These three indicators used to identify deficient units have been upheld by the Supreme Court's 2015 decision. Below is an outline of what qualities will qualify a unit to be deficient for overcrowding, inadequate plumbing, or kitchen facilities:

1. A unit is considered to be overcrowded if it has more than one person living in a room and that unit was constructed prior to 1960.
2. A unit is considered to have inadequate plumbing facilities if it lacks hot and cold running water, a flush toilet, a bathtub or shower, or a combination of those factors.
3. A unit is considered to have inadequate kitchen facilities if it lacks a sink with a faucet, a stove or range, a refrigerator, or any combination of those factors.

Using American Factfinder, the 2010-2014 ACS statistics and data can be accessed for Voorhees Township. Table B25050 below shows the number of overcrowded units (1.01 or more occupants per

room) that have complete plumbing facilities in Voorhees. This table is used to avoid double counting of deficient units. Since Voorhees has no units lacking complete plumbing facilities, 136 units are overcrowded and built after 1950.

	Voorhees township, Camden County, New Jersey	
	Estimate	Margin of Error
Total:	11,077	+/-307
Complete plumbing facilities:	11,077	+/-307
1.00 or less occupants per room:	10,941	+/-338
Built 1950 or later	10,477	+/-377
Built 1940 to 1949	221	+/-149
Built 1939 or earlier	243	+/-88
1.01 or more occupants per room:	136	+/-105
Built 1950 or later	136	+/-105
Built 1940 to 1949	0	+/-22
Built 1939 or earlier	0	+/-22
Lacking complete plumbing facilities:	0	+/-22
1.00 or less occupants per room:	0	+/-22
Built 1950 or later	0	+/-22
Built 1940 to 1949	0	+/-22
Built 1939 or earlier	0	+/-22
1.01 or more occupants per room:	0	+/-22
Built 1950 or later	0	+/-22
Built 1940 to 1949	0	+/-22
Built 1939 or earlier	0	+/-22

Table B25050 from the 2010-2014 ACS data. Accessed from Census.gov May 2016.

However, this table does not show units built prior to 1960 and only shows units built 1950 or later. The latest EConsult report provided to Voorhees Township estimated the number of units built between 1950 and 1959 that are overcrowded and have complete plumbing facilities. The number of units in this category is six (6). Although this calculation was completed using 2013 ACS data which had a higher number of overcrowded units (145), this analysis will still use the calculated number of units in the EConsult report to be conservative. Therefore, six units were built prior to 1960 and are overcrowded. These 6 units will be counted towards the Township’s overall deficient units. No units are lacking complete plumbing facilities in the Township, so none will be counted as deficient units under the category of incomplete plumbing facilities.

The next table from the 2010-2014 ACS needed to calculate deficient units is known as B25052, Kitchen Facilities for Occupied Units. This table is displayed below and shows the number of occupied housing units lacking complete kitchen facilities in Voorhees Township. The table shows that 436 units do not have complete kitchen facilities.

	Voorhees township, Camden County, New Jersey	
	Estimate	Margin of Error
Total:	11,077	+/-307
Complete kitchen facilities	10,641	+/-283
Lacking complete kitchen facilities	436	+/-151

Table B25052 from the 2010-2014 ACS data. Accessed from Census.gov May 2016.

This is the main data point that this report will further analyze. Those who live in Voorhees Township and are most familiar with the Township want to confirm the actual number of units with incomplete kitchens. In order to confirm this, additional research is required to determine the types of units with incomplete kitchens and if possible the location of these units. Table B25053, Tenure by Kitchen Facilities shows all 436 occupied units lacking complete kitchen facilities are renter-occupied. This knowledge is crucial when searching for units with incomplete kitchens since it limits the search to units that are rented rather than owned.

	Voorhees township, Camden County, New Jersey	
	Estimate	Margin of Error
Total:	11,077	+/-307
Owner occupied:	7,314	+/-346
Complete kitchen facilities	7,314	+/-346
Lacking complete kitchen facilities	0	+/-22
Renter occupied:	3,763	+/-313
Complete kitchen facilities	3,327	+/-312
Lacking complete kitchen facilities	436	+/-151

Table B25053 from the 2010-2014 ACS data. Accessed from Census.gov May 2016.

Now that the type of units lacking complete kitchen facilities is confirmed, this analysis will move on to narrowing the location of these units. The Township of Voorhees is divided into six Census Tracts identified as 6075.02, 6075.03, 6075.04, 6075.05, 6075.06, and 6075.07. The map below delineates these Census Tracts within Voorhees Township.

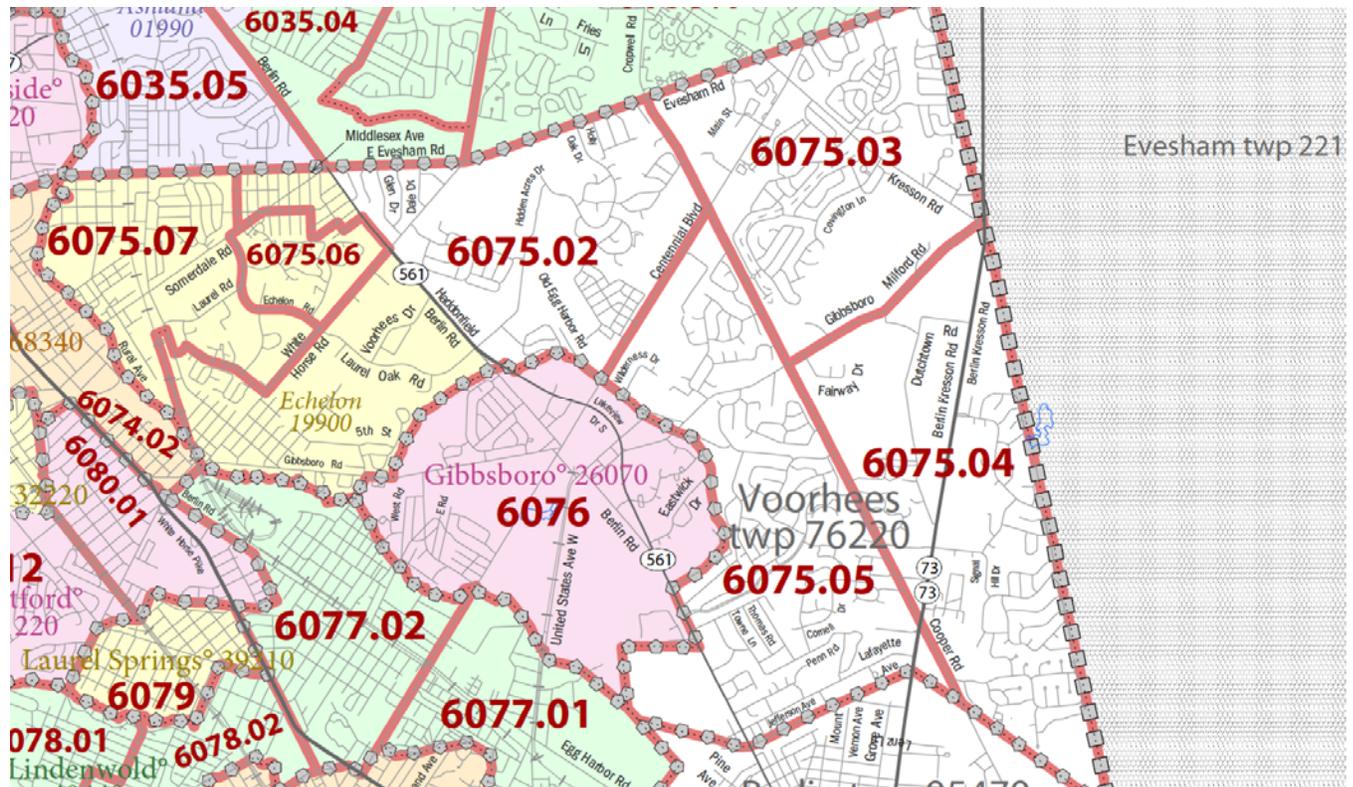


Table B25053, Tenure By Kitchen Facilities is reproduced below. However, this table has been modified using American Factfinder on the Census website to show all Census Tracts within Voorhees rather than the entire Township as a whole.

	Census Tract 6075.02 Camden County, New Jersey		Census Tract 6075.03 Camden County, New Jersey		Census Tract 6075.04 Camden County, New Jersey		Census Tract 6075.05 Camden County, New Jersey		Census Tract 6075.06 Camden County, New Jersey		Census Tract 6075.07 Camden County, New Jersey	
	Estimate	Margin of Error										
Total:	2,063	+/-116	2,325	+/-105	1,094	+/-44	1,458	+/-53	1,271	+/-72	2,866	+/-144
Owner occupied:	1,630	+/-110	1,850	+/-124	1,074	+/-50	1,401	+/-56	629	+/-134	730	+/-183
Complete kitchen facilities	1,630	+/-110	1,850	+/-124	1,074	+/-50	1,401	+/-56	629	+/-134	730	+/-183
Lacking complete kitchen facilities	0	+/-17	0	+/-17	0	+/-12	0	+/-12	0	+/-12	0	+/-17
Renter occupied:	433	+/-116	475	+/-132	20	+/-23	57	+/-34	642	+/-133	2,136	+/-213
Complete kitchen facilities	218	+/-92	475	+/-132	20	+/-23	57	+/-34	642	+/-133	1,915	+/-224
Lacking complete kitchen facilities	215	+/-101	0	+/-17	0	+/-12	0	+/-12	0	+/-12	221	+/-108

Table B25053 from the 2010-2014 ACS data. Accessed from Census.gov May 2016.

The table above displays renter occupied units in the Township without complete kitchen facilities are located in Census Tracts 6075.02 and 6075.07. 215 units in Tract 6075.02 and 221 units in Tract 6075.07 equals 436, which is the exact number of occupied units lacking complete kitchen facilities according to Tables B25052 and B25053 for all of Voorhees Township. Therefore, all 436 units lacking complete kitchen facilities are renter-occupied and located within Census Tracts 6075.02 and 6075.07.

Survey of Deficient Units

Building on the baseline data outlined above from the ACS, this analysis can begin its main goal of identifying the true number of units lacking complete kitchen facilities in the target Census Tracts (6075.02 & 6075.07). The survey of deficient units was conducted using many resources including Township records, online research, phone surveys of rental developments, and other methods. Below are some key demographic data points of the target Census Tracts to give an idea of each Tract's makeup from a residential housing perspective.

PERTINENT DEMOGRAPHIC DATA FROM THE 2014 ACS		
Census Tracts 6075.02 & 6075.07		
	Tract 6075.02	Tract 6075.07
Population	5,560	5,473
Housing Units	2,162	3,080
Occupied Housing Units	2,063	2,866
Vacant	99	214
Owner-Occupied	1,630	730
Renter-Occupied	433	2,136
Lacking Complete Kitchen	215	221

The target Census Tracts combined have an estimated 2,569 renter-occupied units that this survey will analyze for incomplete units. As this is a very large number of units, the first step focused on major rental developments to identify any incomplete kitchens. The following tables identify all major rental developments in Census Tract 6075.02 & 6075.07. These were identified via the Tax Assessor office.

Major Rental Developments Census Tract 6075.02		
Development Name	Address	Number of Units
Lion's Gate	1100 Laurel Oak Road	234
ManorCare	1086 Dumont Circle	60
Brookdale Voorhees	1301 Laurel Oak Road	92
New Seasons	501 Laurel Oak Road	93
	TOTAL	479

Major Rental Developments Census Tract 6075.07		
Development Name	Address	Number of Units
Robin Hill	331 Preston Avenue	208
Echelon Glenn	314 Echelon Road	419*
Village Apartments	10 Lucas Lane	856
Echelon Towers	219 Laurel Road	267
Burnt Mill Apartments	250 S Burnt Mill Road	112
Foster Square Apartments	10000 Town Center Boulevard	353
Brookdale Echelon Lake	207 Laurel Road	110
Yardley Commons	209 Laurel Road	105
	TOTAL	2,430

*This development is split between two Census Tracts, 6075.06 and 6075.07. 419 is the number of renter-occupied units within Census Tract 6075.07.

Each of these developments was surveyed through telephone or researched online to determine if their units include complete kitchens. The results of the survey are outlined for each development.

Lion's Gate

The management office at Lion's Gate was interviewed on the phone on May 2nd, 2016 to determine the type of units offered at Lion's Gate and whether those units have complete kitchens. Based on the feedback received from the management office, Lion's Gate has 164 independent units, 70 assisted living studios, and a number of skilled nursing beds. The 164 independent units have full kitchen facilities with a refrigerator, stove, sink with faucet, and other amenities such as a dishwasher and garbage disposal. However, the 70 assisted living studios only have half kitchens with a microwave and possibly a small refrigerator. The assisted living studios would not be considered units with complete kitchen facilities for the lack of stove and refrigerator. The remaining skilled nursing beds would not be considered renter-occupied units by the Census. The management office indicated that Lion's Gate

provides extensive central dining services to all of its residents. All residents occupying the assisted living studios have access to cooked meals several times a day.

ManorCare Health Facilities

The management office for ManorCare Health Facilities was interviewed on the phone on May 4th 2016. ManorCare is licensed for 120 beds according to the State Department of Health database. The management office indicated that 60 of these beds are for long term care and are considered assisted living. The remainder of the beds are for skilled nursing and sub-acute care. None of these sixty (60) assisted living units have kitchens according to management. They do not have a refrigerator or a stove meaning they lack complete kitchen facilities. The management office indicated that they provide communal dining facilities for all residents.

Brookdale Voorhees

Brookdale Voorhees was phone interviewed on May 2nd 2016. The management office was contacted to acquire information about their units regarding kitchens. The management personnel indicated that all units are considered assisted living. They have a total of 77 units with an additional 15 units specifically for residents with memory problems. According to management, none of these units at Brookdale Voorhees have kitchens. All residents are provided with central dining facilities for several meals a day.

New Seasons (Voorhees Senior Living)

New Seasons is a senior living community located in Census Tract 6075.07 along Laurel Oak Road. The New Seasons complex was contacted on May 4th, 2016. While speaking with the receptionist, it was communicated that no information was permitted to be given over the phone because of company policy. The receptionist suggested sending a fax with specific questions, and these questions could be answered by the appropriate management personnel. A short memo was prepared and faxed, which can be distributed as requested, asking several questions. These questions are below and the answers provided via fax are shown in red.

1. How many assisted living, independent, or apartment units are located at your facility?
93
2. Are there any other types of units/beds for skilled nursing or other health reasons?
No.
3. Do your assisted living, independent, or apartment units have full kitchens? A full kitchen according to the Census includes a sink with a faucet, a refrigerator, and a permanent stove.
No.
4. If not, how many do not have full kitchens?
93
5. Does your facility offer central dining services?
Yes

According to the answers, none of the 93 renter-occupied units in New Seasons have complete kitchens and all residents use central dining facilities.

Robin Hill

Robin Hill Apartments is an older apartment complex located on the western border of the Township in Census Tract 6075.07. The entire complex has 208 units. Online research of this complex confirms all units have full kitchens with a range/stove, refrigerator, sink with faucet, and other amenities such as a dishwasher using their virtual tour option. The management office was also contacted on May 4th 2016 to confirm. The office manager confirmed all units have fully equipped kitchens.

Echelon Glenn

This apartment complex is located off of White Horse Road and is actually split by Echelon Road. The complex has two segments identified as Echelon East and Echelon West. Oddly enough, Echelon Road is the border between two Census Tracts. Echelon West is within 6075.07 which is this report's target area and Echelon East is located in 6075.06 which is not a target area for this survey. The total number of units in the entire complex is 884 units of which 20 are townhouses and the remainder are apartments. However, a portion of the total units are within Census Tract 6075.07. According to Township records 419 apartments and 20 townhouses are within Census Tract 6075.07. Only the apartments will be counted as they are renter-occupied. Online research brings up photos and floor plans showing all units have complete kitchen facilities with a refrigerator, stove, and sink with a faucet.

Village Apartments

The Village Apartments complex is located along White Horse Road and also Hamilton Drive in Census Tract 6075.07. The entire complex is located within the target Census Tract and is comprised of 840 units. Online research was conducted for this complex. All floor plans and photos show that all units have complete kitchens according to Census requirements.

Echelon Towers

Echelon Towers is a 267 unit complex in Census Tract 6075.07. This complex provides affordable housing credits towards Voorhees Township's prior round obligation and is regulated by the Housing Finance and Development Authority (HFDA). Their requirements for complete kitchen facilities match the Census requirements. Therefore, all units in this complex have complete kitchen facilities.

Burnt Mill Apartments

Burnt Mill Apartments is an apartment complex located in Census Tract 6075.07. This apartment complex has a total of 112 units. Online research was conducted which revealed photographic and video evidence of all units containing full kitchen facilities.

Foster Square Apartments

Foster Square Apartments is located in the Voorhees Town Center and has a total of 353 units. This complex has an affordable housing set aside which would require those units to have full kitchen facilities. Additionally, the Township construction official inspected these units prior to issuing a Certificate of Occupancy. All units within this development have complete kitchen facilities. This was also confirmed via online research.

Brookdale Echelon Lake

Brookdale Echelon Lake is a senior living community that provides 110 senior apartments according to its website and is located in Census Tract 6075.07. The management office was contacted on May 4th 2016 to confirm the number and type of units at this complex. The office manager confirmed there are 110 units that are studios or “suites”. They all have one bedroom but none of the units have full kitchens. They only offer a small refrigerator and sink which acts as a kitchenette. Therefore these units lack complete kitchen facilities. The office manager did indicate that central dining facilities are offered.

Yardley Commons

Yardley Commons is located adjacent to Echelon Towers in Census Tract 6075.07. The complex has 105 units. Online research indicates through virtual tours and floor plans that none of these units have full kitchen facilities. All units are provided a kitchenette with only a sink with piped water and a refrigerator. These units are classified as independent units and are not listed on the State Department of Health database. Therefore, the Census treats these units as renter-occupied and because of the lack of a stove or range would fall under the category of lacking complete kitchen facilities.

Analysis of Findings

All of the information gathered via the American Community Survey and overall survey process requires thorough analysis to deduct reasons or ascertain facts with respect to Voorhees’ Present Need Calculation. Prior to beginning this thorough analysis, several components of the survey require clarification. First and foremost, it should be noted all rental developments within the target Census Tracts were acquired from the Tax Assessor and Construction Official records. These records were also scrutinized using aerial maps and GIS data to confirm all rental developments are located within the correct Census Tract.

Second, several rental developments included in the survey are senior living communities. Several of these communities have different types of units that are classified differently by the Census. There are two reasons why these communities were included in the analysis and the reasons follow a logical thought pattern. Looking at the ACS data for Census Tract 6075.02, the table on page seven indicates only 433 renter-occupied units in 6075.02. After researching tax records and observing aerials of 6075.02, no major apartment complexes were identified. However, it was discovered that four senior living communities, shown in the table on page eight, are within Census Tract 6075.02. Usually, nursing

homes are classified as group quarters, but the evidence suggests that they were counted as renter-occupied units because Census Tract 6075.02 counted 433 renter-occupied units. That data point had to have come from somewhere.

Upon further analysis, it was discovered that these senior living communities include independent units and assisted living units in addition to nursing and skilled nursing beds. Some of these senior communities are only assisted living or independent units. According to Census protocols and regulations, if a nursing home has independent or assisted living units then those are considered housing units and will receive a census form in the mail. The units associated with the skilled nursing unit or nursing unit are group quarters. Upon discovering this fact, the survey included major rental developments that had assisted living or independent units since the ACS and Census Bureau would count them as renter-occupied units.

Other senior facilities/communities were researched to confirm this fact. The evidence gathered showed any rehabilitation or skilled nursing facility with communal dining facilities and no complete kitchens was not counted as lacking complete kitchen facilities. For example, Voorhees Center by Genesis in Census Tract 6075.03 is registered on the State Department of Health database for 190 long term care beds. Further analysis via telephone discussion with management found that the units did not have kitchens. The Census did not count the long term care beds in Voorhees Center by Genesis because they are rehabilitation or skilled nursing beds and qualify as group quarters. Additionally, comparing the unit totals for major rental developments (Tables on Page 8) and the number of estimated renter-occupied units (See Table on Page 7) highlights the proximity to each other. They aren't exact but they are proximate to the margin of error (See Table on Page 6). This fact suggests all renter-occupied units in the target Census Tracts are accounted for and the inclusion of assisted living units and independent units within Census Tracts 6075.02 and 6075.07 as part of the overall renter-occupied unit analysis is warranted.

The findings of the survey state that four senior living communities in Census Tract 6075.02 have either assisted living units or independent units. In total, these communities were found to have 315 renter-occupied units with incomplete kitchen facilities. In Census Tract 6075.07, two senior living communities were found to have either independent units or assisted living units. In total, 215 renter-occupied units were found to have incomplete kitchens. All of these units with incomplete kitchens, technically qualify as deficient units when Census protocols and accepted present need obligation methods are applied.

The 530 renter-occupied units the Census assesses as "lacking complete kitchen facilities" in Census Tracts 6075.02 and 6075.07 are included as "deficient units" in the present need obligation calculation for all expert reports. However, these units are not deficient by any stretch of the word. These units are within recently constructed, high quality communities with central dining facilities. All residents are provided several meals a day and do not require full kitchens. Also, many residents choose to live this way as their preferred life-style. The units they occupy are not deficient, just developed differently to provide a specific preferred lifestyle. Additionally, some of the occupants may not be able to cook for themselves or may cause harm to themselves and others if they do cook on a stove or range.

If these units were counted as “deficient”, the “rehabilitation” of these units would grossly misuse the funds from the Township’s spending plan because there would be nothing to rehabilitate. These are high quality units that purposefully lack a full kitchen and do not require rehabilitation. Adding a refrigerator or stove to make a complete kitchen would not be helpful because food is readily available every day. It is likely that some units may house occupants on Medicaid or Medicare which technically under 5:93 count as low or moderate income households. However, adding a stove or range or refrigerator to create a complete kitchen to an independent or assisted living unit occupied by an individual on Medicaid or Medicare would not “rehabilitate” the unit because food is provided daily from a central dining facility. The unit is already considered luxury and all needs are provided for including plumbing, food, and no overcrowding. Rehabilitating these units would not improve a deficient unit because the unit is not deficient. If a unit is occupied by a low or moderate income household, all needs are already provided and adding a full kitchen would be a waste of funds. Therefore, these units should be deducted from the Township’s present need calculation because including them would require the units to be rehabilitated. Rehabilitation would not provide low and moderate income units in this instance nor provide any benefit from an affordable housing perspective. The facts here within explain where renter-occupied units lacking complete kitchen facilities are located, and proves that classifying these units as “deficient” would have no positive benefit from an affordable housing standpoint.

Adjustment of Present Need Obligation

This analysis and report recommends the number of deficient units currently included in Voorhees Township’s Present Need Obligation be adjusted according to the survey findings here within. Any independent living units or assisted living units lacking kitchen facilities where occupants have access to central dining facilities are recommended to not be considered deficient, and removed from the category of lacking complete kitchen facilities.

For Census Tract 6075.02, the 2014 ACS data states that 215 units lack complete kitchen facilities. This survey and analysis finds that 315 units are independent or assisted living and lack complete kitchen facilities. All 315 units lacking complete kitchens should be removed from the present need calculation and the number of units lacking complete kitchen facilities in Census Tract 6075.02 should be reduced to zero units.

For Census Tract 6075.07, the 2014 ACS data states that 221 units lack complete kitchen facilities. This survey and analysis finds that 215 units are independent or assisted living and lack complete kitchen facilities. The number of units lacking complete kitchen facilities in Census Tract 6075.02 should be reduced to six (6) units. Therefore, Voorhees Township’s present need obligation calculation would be as follows:

Number of overcrowded units built prior to 1960 based on EConsult's latest findings	6 units
Number of units lacking complete plumbing facilities	0 units
Number of units lacking complete kitchen facilities	6 units
TOTAL	12 units

The total is 12 deficient units. The deficient low and moderate income rate according to EConsult for Camden County is 69.9%. 69.9 percent of twelve (12) equals nine (9) when rounded up. This analysis does not apply the fourth step since the survey and analysis provide facts based on actual present conditions as of May 2016. In conclusion the findings of the survey and analysis provide sufficient evidence that the Present Need Calculation for Voorhees Township warrants an adjustment. This report recommends the Present Need for Voorhees Township in 2016 be adjusted to 9 units. Any subsequently prepared Housing Element and Fair Share Plan is recommended to plan for the rehabilitation of 9 deficient units.

ORDINANCE NO. 7-25

AN ORDINANCE AMENDING CHAPTER 152: ZONING DISTRICTS TO ADD SECTION 152.180 ENTITLED AFFORDABLE HOUSING DISTRICT II (AH-II) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF VOORHEES

BE IT HEREBY ORDAINED by the Township Committee of the Township of Voorhees that Chapter 152.180 entitled Affordable Housing District II (AH-II) be added to the Chapter 152 Zoning Districts of the Township of Voorhees Uniform Land Development Ordinance. Said addition would be included as follows:

§152.181 Purpose and Intent

The purpose and intent of the AH-II District is to provide for the development of a 100% affordable project not to exceed 60 multifamily units.

§152.182 Permitted Uses

- (A) Principal Uses: Multi-family dwellings, townhouses, stacked townhouses.
- (B) Accessory uses:
 - (1) Recreational facilities including club house, outdoor recreation, tot lot, playground.
 - (2) Off-street parking facilities.
 - (3) Utility structures.
 - (4) Maintenance facilities.

§152.183 Conditional Uses

None.

§152.184 Area and Bulk Requirements

- (A) Ownership and control: The tract shall be under one ownership or control by the applicant for purposes of obtaining all required development approvals and committing the tract to the regulations of the AH-II District.
- (B) Maximum tract density: 20.0 dwelling units per gross acre (prior to any required dedication of lands) but not to exceed a total of 60 residential units.
- (C) Minimum tract area: 3 acres (prior to any required dedication of lands).
- (D) Minimum tract frontage: 400 linear feet.
- (E) Minimum Setback Requirements - Principal:
 - Front yard setback (Sheppard Road) = 20 feet.
 - Side yard setback = 15 feet
 - Rear yard setback = 15 feet
- (F) Minimum Setback Requirements - Accessory:
 - No accessory buildings permitted in front yard.
 - Side yard setback = 10 feet
 - Rear yard setback = 10 feet
- (G) Minimum buffer of 10 feet within the setback area shall be maintained along the side and rear yard of the property.
- (H) Minimum Distance between buildings: 15 feet.
- (I) Maximum number of units per building: Maximum of 24 units per building.
- (J) Maximum Height: 3 story/ 50 feet
- (K) Maximum Impervious Coverage: 70% of the entire tract area.

- (L) Maximum building coverage: 30% of the entire tract area.
- (M) Minimum Open Space requirement: A minimum of 20% of gross tract shall be open space which may include, but is not be limited to, passive recreation areas, active recreation areas, natural or planted buffer, and any other similar pervious areas. Open space on the tract may be maintained by the owner, a tenant association, or condominium association.
- (N) Minimum parking requirements. Parking spaces shall be provided in accordance with the requirements of the New Jersey Residential Site Improvement Standards (RSIS). Garden apartment ratios shall be utilized in determining the minimum required number of off-street parking spaces. Off-street parking spaces may be provided in surface parking lots or as garages.
- (O) Minimum residential bike storage spaces shall be 0.25 bike storage space for every 1 dwelling unit. Where outdoor bike parking is proposed, bike parking must be convenient and accessible to a main building entry and street access.
- (P) Relationships to other sections this chapter. Where the regulations of the AH-II Zone conflict with any other regulations of this chapter, the regulations contained within this section for the AH-II Zone shall apply.

§152.185 Zone specific design standards

- (A) *Lighting.* No light fixture, whether pole or wall mounted, shall be greater than 18 feet in height. All lighting shall be shielded to prevent glare for drivers and pedestrians. The maximum illumination at the common property line with adjacent properties shall not exceed 0.2 footcandle.
- (1) *Parking Area lighting:* All parking areas for five or more motor vehicles shall be illuminated with approved exterior lighting standards, with a minimum of 0.5 horizontal footcandle average lighting level at the surface of the lot.
- (B) *Landscaping:* All public street frontages and project entrance drives shall be planted with approved street trees spaced a maximum of 50 feet apart. Street trees shall not be planted at less than five feet from existing or planned sidewalks.
- (1) *Landscaped Buffer:* A 15-foot-wide landscaped buffer comprised of lawn, massed evergreen and deciduous trees, and shrubs of such species and density as to provide a year-round solid and continuous screen within two seasons of planting shall be provided along Sheppard Road.
- (2) *Interior Parking Lot Landscaping:* In parking areas of more than 10 spaces, at least 5% of the parking area shall be landscaped with 1.5 trees installed for each 10 parking spaces. The landscaping should be located in protected areas, such as along walkways, center islands, and at the end of bays. In narrow islands, low spreading plants such as creeping juniper and pachysandra are appropriate.
- (3) *Foundation Planting:* Low growing evergreen shrubs with strong winter forms shall be considered as foundation plantings.
- (4) Conifers shall be between eight and 12 foot in height at time of planting. Deciduous trees shall be a minimum of three inches in caliper and shall meet the minimum standards set by the American Nurseryman's Association.
- (5) All landscaping shall be guaranteed for two years.

- (C) *Building façades.* The façade of the structures shall be varied in such a manner that no more than two townhouses and no more than six garden apartments shall share the same façade at the building line without a 1' horizontal break. Façades shall be uniform architecturally and shall not consist of disparate materials. The material and design elements used on the front or primary facades shall be replicated on any side or rear elevation visible to the general public from rights-of-way or adjacent properties.
- (D) *Signage:* A sign identifying a multi-family residential development shall not exceed 32 square feet and shall be limited to one sign per street frontage and shall not be located within the sight triangle of any intersection or access drive with a public street. A secondary sign of no more than 12 square feet area shall be permitted along second access to the guest parking area.
- (E) *Laundry Facilities:* Adequate laundry facilities for clothing shall be provided within each structure sufficient to serve its occupants, unless such facilities are individually provided for each dwelling unit.
- (F) *Storage:* Each unit should have a minimum of 25 square feet of storage space included within each unit's floor plan.
- (G) *Pedestrian circulation:* A pedestrian circulation system shall be provided which connects parking areas, dwellings, and recreational facilities in a coherent and comprehensive pattern. The pedestrian walkway shall be adequately illuminated at night and be surfaced with a durable, dustless, all-weather material a minimum width of five feet.
- (H) *Trash enclosures:* Trash enclosures shall be provided such that no disposal area is greater than 350 feet from the entrance of any dwelling unit unless individual trash storage areas are provided for each dwelling unit. Trash and recycling pick-up may only occur on weekdays between the hours of 7:00 a.m. and 10:00 p.m. unless otherwise regulated by any State or Federal regulations. Trash enclosures shall be visually screened with evergreen plantings or solid fence enclosure. Gates shall be provided for trash enclosures and shall be able to be secured in a closed and open position. The refuse holding area shall be suitably lit, signed, screened from view, and set back from property lines. Provisions for the collection, disposition, and recycling of waste shall be incorporated into a Refuse and Recycling plan. This shall include standards for waste and recycling during the construction phase.
- (I) *Utilities:* All utilities servicing the development shall be located underground. Any above ground mechanical units on roofs or at ground level shall be adequately screened by walls, fences, or dense evergreen landscaping.
- (J) *Support facilities:* Stormwater management facilities (basins, outfalls, etc.) and potential engineering facilities (sewage pump station, etc.) shall be allowed to encroach into the required setbacks, buffers and open space areas. Detention basins and other stormwater management facilities shall be screened with planting and berms.
- (K) *Parking requirements:* Non-accessible parking space dimensions shall be a minimum of 9'x18' with a minimum drive aisle width of 24'. No dedicated loading zone is required, however adequate loading areas/zones shall be provided for all residential service needs (trash removal, move-in/move-out, etc.).
- (M) *Tree replacement:* Projects within the AH-II District shall not be required to adhere to the Township's tree replacement requirements due to the beneficial nature of the intended affordable housing.
- (N) *Bedroom Distribution:* The income and bedroom distribution shall be provided in accordance with N.J.A.C. 5:80-26.3.

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective; and

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict; and

BE IT FURTHER ORDAINED, prior to public hearing on second reading, this Ordinance shall be referred to the Voorhees Township Planning Board for review and comment and/or recommendation as to whether the proposed ordinance amendments are substantially consistent with the Master Plan. The Planning Board has a period of thirty-five (35) days after referral to report on the proposed Ordinance.

BE IF FURTHER ORDAINED, upon adoption of this Ordinance after public hearing thereon, the Township Clerk shall publish notice of the passage thereof and shall file a copy of this Ordinance with the Camden County Planning Board, the Pinelands Commission and such other agencies as may be required by law.

ATTEST:


Dee Ober, RMC

TOWNSHIP OF VOORHEES:


Michael Mignogna, Mayor

I, Dee Ober, Clerk of the Township of Voorhees, hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Mayor and Township Committee at their meeting of April 28, 2025 held in the Voorhees Township Municipal Building, 2400 Voorhees Town Center, Voorhees, NJ 08043.

Introduced: April 14, 2025
Adopted: April 28, 2025

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

Municipality: Township of Voorhees County: Camden
 Sponsor: _____ Developer: _____
 Block: 11 Lot: 9 Street Address: 204 Homer Ave
 Facility Name: _____

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project:</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input checked="" type="checkbox"/> HUD – Amount \$ <u>90,448</u> Program <u>HAP</u></p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><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>5</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 _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</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 checked="" 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: <u>DMHAS</u>; Length of commitment: <u>1</u> years</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> <p><input checked="" 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.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): _____</p> <p>Mentally Ill _____</p> <p>Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

CERTIFICATIONS

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

Certified by: [Signature] Date: 3/11/19
 Project Administrator

Certified by: _____ Date: _____
 Municipal Housing Liaison



PREPARED BY: Lawrence G. Urban
Attorney at Law of N.J.

INSTRUCTIONS FOR PREPARATION OF
MORTGAGE, DEED OF TRUST, OR SECURITY DEED
(Under Section 202 of the Housing Act of 1959)

The current FHA corporate mortgage, deed of trust, or security deed form applicable to the jurisdiction in which the mortgage premises are located will be used in preparing the Section 202 mortgage, deed of trust or security deed.

Appropriate modifications will be needed to show that the Secretary of Housing and Urban Development is making rather than insuring the 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 program.

SAMPLE FORM FOLLOWS

MORTGAGE

THIS INDENTURE, made this 15th day of December, 1983, between Guidance Center of Camden County Development Corporation

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, Mortgagee,

WITNESSETH: That whereas the Mortgagor is justly indebted to the Mortgagee in the principal sum of Two Hundred Seven Thousand, One Hundred and 00/100 Dollars (\$ 207,100.00), evidenced by its note of even date herewith, bearing interest from date of outstanding balance at nine and one-quarter per centum (9.25 %) per annum to and thereafter at per centum (quarter %) per annum, said principal and interest being payable in installments as provided in said note with a final maturity of June 1, 2024, 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 interest 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 Township of Voorhees

, in the County of Camden, and the State of New Jersey, to wit: Block 11, Lot 9, commonly known as 204 Homer Ave., Voorhees

more fully described in Schedule A attached hereto and incorporated herein by reference TOGETHER with all and singular the tenements, hereditaments and appurtenances thereto 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 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 thereof; 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 uses 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 options, 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 discharging the debt hereby secured. Permission is hereby given to Mortgagor so long as no default exists hereunder, to collect such rents, profits and income for use in accordance with the provisions of the Regulatory Agreement;
5. That upon default hereunder Mortgagee shall be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession and protect the property described herein and operate same and collect the rents, profits and income therefrom;

6. That at the option of the Mortgagor the principal balance secured hereby may be reamortized on terms acceptable to the Mortgagee if a partial prepayment results from an award in condemnation in accordance with provisions of paragraph 8 herein, or from an insurance payment made in accordance with provisions of paragraph 7 herein, where there is a resulting loss of project income;

7. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged property insured against loss by fire and such other hazards, casualties, and contingencies, as may be stipulated by the Mortgagee, and all such insurance shall be evidenced by standard Fire and Extended Coverage Insurance Policy or policies, in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amounts of coverage be less than eighty per centum (80%) of the insurable values or not less than the unpaid balance of the Mortgage, whichever is the lesser, and in default thereof the Mortgagee shall have the right to effect insurance. Such policies shall be endorsed with standard Mortgagee Clause with loss payable to the Mortgagee, as interest may appear, and shall be deposited with the Mortgagee;

That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinabove provided, the amounts paid by any insurance company, to the extent of the indebtedness then remaining unpaid, shall be paid to the Mortgagee, and, at his/her option, may be applied to the debt or released for the repairing or rebuilding of the premises;

8. That all awards of damages in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;

9. That it is lawfully seized and possessed of said real estate in fee simple and has good right to convey same;

10. To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument; that it will not make any structural alterations to the building without the written consent of the Mortgagee; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, a sum sufficient to pay all taxes and special assessments that heretofore or hereafter may be lawfully levied, assessed or imposed by any taxing body upon the said land, or upon the Mortgagor or Mortgagee on account of the ownership thereof to the extent that provision has not been made by the Mortgagor for the payment of such taxes and special assessments as hereinafter provided in subparagraph 17(b);

11. In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or encumbrances, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in the Mortgagee's discretion he/she may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this Mortgage, to be paid out of the proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor, and shall bear interest at the rate specified in the note from the date of advance until paid, and shall be due and payable on demand;

12. It is expressly provided, however, (all other provisions of this Mortgage to the contrary notwithstanding), that the Mortgagee shall not be required nor shall he/she have the right to pay, discharge, or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvements situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same, but in the event of a tax contest, the Mortgagor shall deposit with the Mortgagee an amount estimated by the Mortgagee sufficient to satisfy all taxes, penalties, interest, and costs which may reasonably accrue during such contest;

13. That it will not voluntarily create or permit to be created against the property subject to this Mortgage any lien or liens inferior or superior to the lien of this Mortgage and further that it will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises;

14. That the improvements about to be made upon the premises above described and all plans and specifications comply with all municipal ordinances and regulations made or promulgated by lawful authority, and that the same will upon completion comply with all such municipal ordinances and regulations and with the rules of applicable fire rating or inspection organization, bureau, association, or office. In the event the Mortgagor shall at any time fail to comply with such rules, regulations, and ordinances which are now or may hereafter become applicable to the premises above described, after due notice and demand by the Mortgagee, thereupon the principal sum and all arrears of interest and other charges provided for herein, shall at the option of the Mortgagee become due and payable;

15. The Mortgagor covenants and agrees that so long as this Mortgage and the said note secured hereby are outstanding, it will not execute or file for record any instrument which imposes a restriction upon the sale or occupancy of the mortgaged property on the basis of race, color or creed;

16. That the funds to be advanced herein are to be used in the construction of certain improvements on the lands herein described, in accordance with a building loan agreement between the Mortgagor and Mortgagee dated November 23, 19 83, which building loan agreement (except such apt or parts thereof as may be inconsistent therewith) is incorporated herein by reference to the same extent and effect as if fully set forth and made a part of this Mortgage; and if the construction of the improvements to be made pursuant to said building loan agreement shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, the Mortgagee, after due notice to the Mortgagor or any subsequent owner, is hereby invested with full and complete authority to enter upon said premises, employ watchmen to protect such improvements from depredation or injury and to preserve and protect the personal property therein, and to continue

any and all outstanding contracts for the erection and completion of said buildings, to make and enter into any contracts and obligations wherever necessary, either in his/her own name or in the name of the Mortgagor, and to pay and discharge all debts, obligations, and liabilities incurred thereby. All such sums so advanced by the Mortgagee (exclusive of advances of the principal of the indebtedness secured hereby) shall be added to the principal of the indebtedness secured hereby and shall be secured by this Mortgage and shall be due and payable on demand with interest at the rate specified in the note. The principal sum and other charges provided for herein shall, at the option of the Mortgagee or holder of this Mortgage and the note securing the same become due and payable on the failure of the Mortgagor to keep and perform any of the covenants, conditions, and agreements of said building loan agreement. This covenant shall be terminated upon completion of the improvements to the satisfaction of the Mortgagee and the making of the final advance as provided in said building loan agreement;

17. That, together with, and in addition to, the payments of interest or of principal and interest payable under the term of the note secured hereby the Mortgagor, will pay to the Mortgagee on each payment date hereof, until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Mortgage, plus the premiums that will next become due and payable on policies of fire and other property insurance covering the premises covered hereby, plus water rates, taxes, and assessments next due on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one (1) month prior to the date when such ground rents, premiums, water rates, taxes and assessments will become delinquent, such sums to be held by Mortgagee to pay said ground rents, premiums, water rates, taxes and special assessments.
- (b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Mortgagee to the following items in the order set forth:
 - (I) ground rents, taxes, special assessments, water rates, fire and other property insurance premiums;
 - (II) interest on the note secured hereby;
 - (III) amortization of the principal of said note.

18. Any excess funds accumulated under (a) of the preceding paragraph remaining after payment of the items therein mentioned shall be credited to subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default thereunder. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under (a) of the preceding paragraph shall be credited to the principal of the Mortgage as of the date of commencement of foreclosure proceedings or as of the date the property is otherwise acquired; and

19. That the Mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

20. That so long as the Mortgage and Note secured hereby are outstanding, it will not (a) rent dwelling accommodations in the mortgaged premises in excess of the rates approved by the Mortgagee or for periods of less than one month or in excess of three years; (b) rent the premises as an entirety; (c) rent the premises or any part thereof to any person for the purpose of sub-leasing; (d) rent the premises or permit its use for hotel or transient purposes; (e) require of any tenant as a condition of occupancy life-lease contracts, fees or other payments over and above those for rents, utilities, and collateral services.

21. IN THE EVENT of default in making any monthly payment provided for herein or in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable, in which event the Mortgagee shall have the right immediately to foreclose this Mortgage;

22. AND IN CASE OF FORECLOSURE of this Mortgage by said Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the solicitor's fees of the complainant, not to exceed in any case five per centum (5%) of the amount of principal indebtedness found to be due, and the stenographer's fees of the complainant in such proceeding, and costs of minutes, foreclosure, master's fees, and all other costs of suit, and also for all outlays for documentary evidence and the cost of a complete abstract of title for the purpose of such foreclosure; and in case of any other suit, or legal proceeding, instituted by the Mortgagee to enforce the provisions of this Mortgage or in case of any suit or legal proceeding wherein the Mortgagee shall be made a party thereto by reason of this Mortgage, its costs and expenses, and the reasonable fees and charges of the attorneys or solicitors of the Mortgagee, so made parties, for services in such suit or proceedings, shall be further lien and charge upon said premises under this Mortgage, and all such expenses shall become so much additional indebtedness secured hereby and be allowed in any decree foreclosing this Mortgage;

23. AND THERE SHALL BE INCLUDED in any decree foreclosing this Mortgage and be paid out of the proceeds of sale made in pursuance of any such decree: (1) All the costs of such suit or suits, advertising, sale, and conveyance, including attorney's, solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) All the moneys advanced by the Mortgagee, if any, for any purpose authorized in the mortgage, with interest on such advances at the rate specified in the note, from the time such advances are made; (3) All the accrued interest remaining unpaid on indebtedness hereby secured; (4) All the said principal money remaining unpaid. The over-plus of the proceeds of sale, if any, shall then be paid as the court may direct;

24. A RECONVEYANCE of said premises shall be made by the Mortgagee to the Mortgagor on full payment of the indebtedness aforesaid, the performance of the covenants and agreements herein made by the Mortgagor, and the payment of the sums owed under the terms of the said note.

25. IT IS EXPRESSLY AGREED that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the Mortgagor shall operate to release, in any manner, the original liability of the Mortgagor;

26. The Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on its own behalf and on behalf of each and every person except decree or judgment creditors of the Mortgagor acquiring any interest in or title to the premises subsequent to the date of this Mortgage;

27. THE COVENANTS HEREIN CONTAINED shall bind, and the benefits and advantages shall inure to, the successors and assigns of the respective parties hereto. Wherever used, the singular number shall be plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary on the day and year first above written, pursuant to authority given by resolution duly passed by The Board of Directors of said corporation.

[Corporate Seal]

By Patricia W. Lennon
Vice President - Patricia Lennon

Attest: Kathleen Rowley
Kathleen Rowley, Secretary

State of New Jersey)
County of Essex)
)
)

I, John J. [Signature], a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Patricia Lennon and Kathleen Rowley, personally known to me to be the same persons whose names are respectively Vice President and Secretary of Guidance Center Corporation, a corporation of the State of New Jersey, subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with corporate seal, and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th day of December, 19 83.

[SEAL]

Notary Public

My commission expires

SCHEDULE A

LAND and premises situate in the Township of Voorhees, County of Camden and the State of New Jersey:

BEGINNING at a point in the Northerly line of Homer Avenue, distant 100 feet Westwardly from the Westerly line of Preston Avenue; thence along the said line of Homer Avenue, Westwardly, the distance of 100 feet; thence between parallel lines of that width or frontage, Northwardly and at right angles to said Homer Avenue, the distance of 200 feet, bounded on the North by Lots Nos. 5 and 7, Section 9; on the East by Lot No. 4, Section 9; on the South by Homer Avenue; on the West by Lot No. 10, Section 9, Plan of Ebert Brothers at Ashland, New Jersey.

BEING Lot 9, Block 11 on the Tax Map of the Township of Voorhees.

PREPARED BY: Lawrence G. Urban
Attorney at Law of N.J.

FHA FORM NO. 3432-EH June 1976 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT MORTGAGE NOTE (Under Section 202 of the Housing Act of 1958)	Project Number:	035-EH056
	Project Name:	Voorhees House
	Location:	Voorhees Township, New Jersey

\$ 207,100.00 (Maximum)

FOR VALUE RECEIVED, the undersigned promises to pay to the order of the United States of America, acting by and through the Secretary of Housing and Urban Development, at the office of the Department of Housing and Urban Development, Washington, D. C., or at Payee's option, at such other place as may be designated from time to time, the maximum principal sum of Two Hundred, Seven Thousand, One Hundred and 00/100 Dollars (\$ 207,100.00), or such lesser amount as shall be endorsed on this instrument by the Payee, with interest on the unpaid balance computed from the date of each advance to the undersigned at the rate of nine and one-quarter (9 1/4) percent per annum, ~~for~~ thereafter at the rate of _____ payment of principal and interest to be made as follows:

Interest only payable semiannually commencing on the first day of the sixth month from the date hereof and monthly commencing on the first day of the seventh month from the date hereof, and commencing on the first day of eighth month after the date hereof and, thereafter, on the first day of each month the maximum sum of \$ 1,837.46, or such lesser amount as shall be endorsed on this instrument by the Payee, to be applied first to interest and the balance to principal in accordance with standard amortization table with final payment on June 1, 2024
July 1st

Privilege is reserved to pay the debt in whole or in an amount equal to one or more monthly payments on principal next due, on the first day of any month prior to maturity upon at least thirty (30) days prior to written notice to the Payee.

This Note is secured by a First Mortgage herewith upon real estate in Voorhees Township Camden County, and is to be construed according to the laws of the State of New Jersey.

If default be made in the payment of any installment under this Note and if such default is not made good prior to the due date of the next such installment, the entire principal sum and accrued interest shall at once become due and payable without notice of the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. In the event of default in the payment of this Note and if the same is collected by an attorney at law, the undersigned hereby agrees to pay all costs of collection including reasonable attorney's fee.

No default shall exist by reason of nonpayment of any required installment of principal so long as the amount of optional prepayment of principal already made pursuant to the privilege of prepayment set forth in the Mortgage securing this Note equals or exceeds the amount of such required installment of principal.

All parties to this Note, whether principal, surety, guarantor, or endorser, hereby waive presentment for payment, demand, protest, notice of protest, and notice of dishonor.

IN WITNESS WHEREOF, the undersigned has caused this Note to be executed in its name and behalf and under its corporate seal by its _____ Vice President and _____ Secretary and its corporate seal to be hereunto affixed and attested by its _____ Secretary, both thereunto dully authorized the day and year first above written.

ATTEST:

By Patricia M. Lennon
Vice President
PATRICIA LENNON

By Kathleen Rowley
Secretary
KATHLEEN ROWLEY

I hereby certify that this Note described in, and secured by mortgage of even date herewith and in the same principal amount as herein stated, on real estate in the County of Camden State of New Jersey. Dated this 15th day of December 1983.

[Signature]
Notary Public
NOTARY PUBLIC
My Commission Expires Sept 2, 1985

12-19-83

M 018—Hartman and wife deed, movement as to grants & acts, statutory deed language, ind. or conv., 7-22.

© 1981 by Arthur E. Hays, a New Jersey Attorney
John S. Stenberg, Inc., Publishers, NYC 10019

Consult your Lawyer before signing this deed — it has important legal consequences.

Dec 19

Deed

98006

BOOK 3340 PAGE 891

Date: This Deed is made on December 19th 1983, between

Parties

Grantor
Full name(s)
and past
office address

Richard W. Hartman, Single Man,
3207 Hamilton Drive
Voorhees, N.J.
and
Janet E. Hartman, Single Woman
145 Perigrine Drive
Voorhees, N.J.

Grantor, and

Grantee
Full name(s)
and past
office address

Guidance Center of Camden County Development Corp.
19 East Ormond Avenue
Cherry Hill, N.J.

Grantee.

(The words "Grantor" and "Grantee" include all Grantors and all Grantees under this Deed.)

Consideration: In return for the payment to the Grantor by the Grantee of

Conveyance: Seventy-Nine Thousand, Nine Hundred Dollars (\$ 79,900.00),
the Grantor grants and conveys to the Grantee all of the land located in the
Township of Voorhees County of Camden
and State of New Jersey, specifically described as follows:

Description of Land: LAND and premises situate in the Township of Voorhees,
County of Camden and the State of New Jersey:

ⓧ BEGINNING at a point in the Northerly line of Homer Avenue, distant 100 feet Westwardly from the Westerly line of Preston Avenue; thence along the said line of Homer Avenue, Westwardly, the distance of 100 feet; thence between parallel lines of that width or frontage, Northwardly and at right angles to said Homer Avenue, the distance of 200 feet, bounded on the North by Lots Nos. 5 and 7, Section 9; on the East by Lot No. 4, Section 9; on the South by Homer Avenue; on the West by Lot No. 10, Section 9, Plan of Ebert Brothers at Ashland, New Jersey.

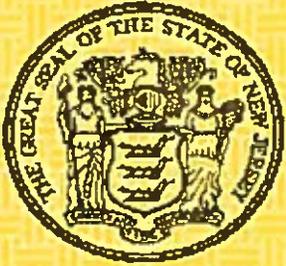
BEING Lot 9, Block 11 on the Tax Map of the Township of Voorhees.

BEING also known as 204 Homer Avenue. ⓧ

BEING the same land and premises conveyed by deed from Donald W. Wilson and Phyllis M. Wilson, his wife, to Richard W. Hartman and Janet E. Hartman, then husband and wife, since divorced, dated August 8, 1974 and recorded August 8, 1974 in Book 3344, Page 371+C in the Office of the Camden County Register of Deeds.

PREPARED BY:
A. David Dashoff
A. David Dashoff, Esq.
A.J.M. Building
11 Sayre Avenue
Cherry Hill, N.J. 08002

CO. OF CAMDEN
CONSIDERATION \$ 79,900.00
A. E. FILED
TOWNSHIP OF VOORHEES
DATE 12-19-83 BY PA



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

BANCROFT NEUROHEALTH

1255 Caldwell Road
Cherry Hill, NJ 08053

*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 Developmental Disability

for 6 individuals

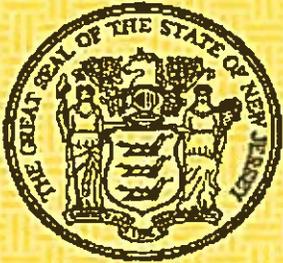
at

1001-A VAN BUREN RD
VOORHEES, NJ 08043

This License is effective from 03/31/2017 to 03/31/2018

Handwritten signature of Elizabeth Connolly in black ink.

Elizabeth Connolly, Acting Commissioner
Department of Human Services



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

BANCROFT NEUROHEALTH

1255 Caldwell Road
Cherry Hill, NJ 08053

*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 Developmental Disability

for 6 individuals

at

1001-B VAN BUREN RD
VOORHEES, NJ 08043

This License is effective from 03/31/2017 to 03/31/2018

A handwritten signature in black ink, appearing to read "Elizabeth Connolly".

Elizabeth Connolly, Acting Commissioner
Department of Human Services



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

BANCROFT NEUROHEALTH

1255 Caldwell Road
Cherry Hill, NJ 08053

*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 Developmental Disability

for 6 individuals

at

1001 C. VAN BUREN ROAD
VOORHEES, NJ 08043

This License is effective from 03/31/2017 to 03/31/2018

A handwritten signature in black ink, appearing to read "Elizabeth Connolly".

Elizabeth Connolly, Acting Commissioner
Department of Human Services

License No. GH1075



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

BANCROFT NEUROHEALTH

1255 Caldwell Road
Cherry Hill, NJ 08053

*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 Developmental Disability

for 6 individuals

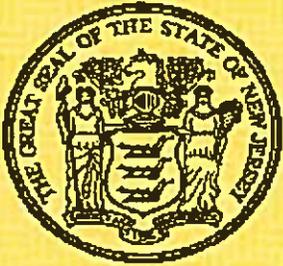
at

1001-D VAN BUREN RD
VOORHEES, NJ 08043

This License is effective from 03/31/2017 to 03/31/2018

Handwritten signature of Elizabeth Connolly in black ink.

Elizabeth Connolly, Acting Commissioner
Department of Human Services



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

BANCROFT NEUROHEALTH

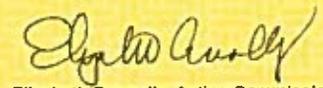
1255 Caldwell Road
Cherry Hill, NJ 08053

*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 Developmental Disability
for 6 individuals

at
1001-E VAN BUREN RD
VOORHEES, NJ 08043

This License is effective from 03/31/2017 to 03/31/2018


Elizabeth Connolly, Acting Commissioner
Department of Human Services

License No. GH1077



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

BANCROFT NEUROHEALTH

1255 Caldwell Road
Cherry Hill, NJ 08053

*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 Developmental Disability

for 6 individuals

at

1001-F VAN BUREN RD
VOORHEES, NJ 08033

This License is effective from 03/31/2017 to 03/31/2018

A handwritten signature in black ink, appearing to read "Elizabeth Connolly".

Elizabeth Connolly, Acting Commissioner
Department of Human Services

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

Municipality: Voorhees
 Sponsor: Arc of Camden County
 Block: 150.09 Lot: 13
 Facility Name: Chandler Group Home

County: Camden
 Developer: _____
 Street Address: Chandler Rd

<p>Section 1: Type of Facility:</p> <input checked="" type="checkbox"/> Licensed Group Home <input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008) <input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DISS) <input 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> <input checked="" type="checkbox"/> Capital Application Funding Unit \$ <u>1,455,513</u> <input type="checkbox"/> JIMFA Special Needs Housing Trust \$ _____ <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 - Amount \$ _____ Program _____ <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: Very low-income clients/households _____ Low-income clients/households _____ Moderate-income clients/households _____ Market-income clients/households _____</p>	<p>Section 4: For permanent supportive housing:</p> <p>Total # of units <u>4</u>, including: # of very low-income units <u>4</u> # of low-income units _____ # of moderate-income units _____ # of market-income units _____</p>
<p>Section 5:</p> <p>Length of Controls: _____ years Effective Date of Controls: _____ Expiration Date of Controls: _____ Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: _____ For licensed facilities, indicate licensing agency: <input checked="" type="checkbox"/> DDD <input type="checkbox"/> DMHS <input type="checkbox"/> DHSS <input type="checkbox"/> DCA <input type="checkbox"/> DCF <input type="checkbox"/> Other _____ Initial License Date: <u>2/2002</u> Current License Date: <u>2/2018</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years Other operating subsidy sources: _____; Length of commitment: _____ years Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <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 checked="" 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 Population Served (describe): <u>10 and DD men</u> Age-restricted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list <input type="checkbox"/> 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: _____ Date: _____
 Project Administrator

Certified by: _____ Date: _____
 Municipal Housing Liaison



Ford, Taurean

From: Mary Sharkey <msharkey@arccamden.org>
Sent: Monday, October 22, 2018 11:42 AM
To: Ford, Taurean
Subject: RE: Send data from MFP11443427 10/19/2018 13:56

21 and older

Mary Sharkey
Residential Department Director
Arc of Camden County
856-767-3650
Fax 856-767-1378

From: Ford, Taurean <tford@cmeusa1.com>
Sent: Monday, October 22, 2018 11:37 AM
To: Mary Sharkey <msharkey@arccamden.org>
Subject: RE: Send data from MFP11443427 10/19/2018 13:56

Hi Mary,

I see that the special needs housing survey indicates that the Chandler Lane facility is listed as age-restricted. Is the facility listed as age-restricted because the facility's residents are 18 years old or older or are residents classified as senior citizens?

Regards,

TAUREAN FORD
Staff Planner

1 Market Street, Suite 1F, Camden, NJ 08102
P:732-410-2651 F:856-246-1169
tford@cmeusa1.com
www.cmeusa1.com

-----Original Message-----

From: Mary Sharkey [<mailto:msharkey@arccamden.org>]
Sent: Friday, October 19, 2018 2:16 PM
To: Ford, Taurean <tford@cmeusa1.com>

Subject: FW: Send data from MFP11443427 10/19/2018 13:56

Hello Taurean,

Attached you will find the Supportive and Special Needs Housing Survey you requested. This home was opened 28 years ago and as such we do not have a Capital Application for Funding on file. Unfortunately, we were also unable to locate the original CO from back in 1990.

Please let me know if I can be of any further assistance.

Mary Sharkey

Residential Department Director

Arc of Camden County

856-767-3650

Fax 856-767-1378

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

Municipality: Voorhees
 Sponsor: Arc of Camden County
 Block: 46 Lot: 2
 Facility Name: _____

County: Camden
 Developer: Arc of Camden County
 Street Address: 911 Rural Ave **904 RURAL AVE**
MS

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input checked="" type="checkbox"/> Capital Application Funding Unit \$177,738</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><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 _____</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>4</u>, including:</p> <p># of very low-income units <u>4</u></p> <p># of low-income units _____</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 checked="" type="checkbox"/> CO Date: <u>1/29/18</u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No; Length of commitment: _____ years</p> <p>Other operating subsidy sources: _____; Length of commitment: _____ years</p> <p>Is the subsidy renewable? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 8: The following verification is attached:</p> <p><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.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Population Served (describe): _____</p> <p>Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>Section 10: Affirmative Marketing Strategy (check all that apply):</p> <p><input checked="" type="checkbox"/> DDD/DMHS/DHSS waiting list</p> <p><input type="checkbox"/> Affirmative Marketing Plan approved by the Council's executive Director</p>	

CERTIFICATIONS

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

Certified by: Mary Sharkey 10/29/18
 Project Administrator Date

Certified by: _____
 Municipal Housing Liaison Date



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

Municipality: Voorhees
 Sponsor: _____
 Block: 278 Lot: 1
 Facility Name: Highway Programs

County: Camden
 Developer: _____
 Street Address: 5 Lafayette Ave

Section 1: Type of Facility:

Licensed Group Home

Transitional facility for the homeless (not eligible for credit as affordable housing after June 2, 2008)

Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)

Permanent supportive housing

Supportive shared housing

Other - Please Specify: _____

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

Capital Application Funding Unit \$ _____

HMFA Special Needs Housing Trust \$ _____

Balanced Housing - Amount \$ _____

HUD - Amount \$ _____ Program _____

Federal Home Loan Bank - Amount \$ _____

Farmers Home Administration - Amount \$ _____

Development fees - Amount \$ _____

Bank financing - Amount \$ _____

Other - Amount \$ _____ Program _____

For proposed projects, please submit a pro forma

Municipal resolution to commit funding, if applicable

Award letter/financing commitment (proposed new construction projects only)

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

Total # of bedrooms reserved for:

Very low-income clients/households 4

Low-income clients/households _____

Moderate-income clients/households _____

Market-income clients/households _____

Section 4: For permanent supportive housing:

Total # of units _____, including:

of very low-income units _____

of low-income units _____

of moderate-income units _____

of market-income units _____

Section 5:

Length of Controls: _____ years

Effective Date of Controls: _____

Expiration Date of Controls: _____

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

Section 6:

CO Date: purchased 1983

For licensed facilities, indicate licensing agency:

DDD DMHS DHSS DCA DCF

Other DHS

Initial License Date: _____

Current License Date: _____

Section 7:

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

Other operating subsidy sources: _____; Length of commitment: _____ years

Is the subsidy renewable? Yes No

Section 8: The following verification is attached:

Copy of deed restriction or mortgage and/or mortgage note with deed restriction (30-year minimum, HUD, FHA, FHLB, UHAC deed restriction, etc.)

Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)

Section 9:

Residents 18 yrs or older? Yes No

Population Served (describe): Intellectually Disabled

Age-restricted? Yes No

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

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

DDD/DMHS/DHSS waiting list

Affirmative Marketing Plan approved by the Council's executive Director

CERTIFICATIONS

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

Certified by: _____ Date: 12/2/18

Project Administrator

Certified by: _____ Date: _____

Municipal Housing Liaison





State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

QMANJ, INC.

700 Cinnaminson Avenue
Building B
Palmyra, NJ 08065

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 Developmental Disability

for 4 individuals

at

11 EASTWOOD DR
VOORHEES, NJ 08043

This License is effective from 10/31/2018 to 10/31/2019

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

QMANJ, INC.

700 Cinnaminson Avenue
Building B
Palmyra, NJ 08065

Having met the requirements of the New Jersey Statute, P.L. 1977, c. 448; and the regulations of this Department,
is hereby licensed as a

Supervised Apartments

for 5 individuals

at

1124 BIBBS RD, APT. 2, 1132 BIBBS RD, APT. 3,
1144 BIBBS RD, APT. 3, 1158 BIBBS ROAD, APT. 2, & 308 ECHELON ROAD, APT. 3
VOORHEES, NJ 08043

This License is effective from 10/31/2018 to 10/31/2019

A handwritten signature in cursive script, appearing to read "Carole Johnson".

Carole Johnson, Commissioner, Department of Human Services

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Voorhees County: Camden

Sponsor: _____ Developer: _____

Block: 150.20 Lot: 2 Street Address 102 Lucas Lane

Facility Name: _____

Licensed under: OAKS Integrated Care

<p>Section 1: Type of Facility:</p> <p><input type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input checked="" type="checkbox"/> Other – Please Specify: <u>Supervised Apartments</u></p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Please specify: _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><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 _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</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 checked="" 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: <u>1/31/18 - 1/31/19</u> License is still in effect as OAK is in process of completing</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes ___ No; Length of commitment: <u>annual</u></p> <p>Other operating subsidy sources: _____; Length of commitment: <u>site review</u></p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><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.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes ___ No</p> <p>Population Served (describe): _____</p> <p>Age-restricted? ___ Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No</p>	

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

- 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: _____ Date _____
Project Administrator

Certified by: _____ Date _____
Municipal Housing Liaison

Douglas Morrow
Director of Quality
Oaks Integrated Care

3/4/19

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Yonkers County: Camden

Sponsor: _____ Developer: _____

Block: 150.20 Lot: 2 Street Address 108 Lucas Lane

Facility Name: _____

Licensed under: OAKs Integrated care

<p>Section 1: Type of Facility:</p> <p><input type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input checked="" type="checkbox"/> Other – Please Specify: <u>Supervised Apartments</u></p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Please specify: _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><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 _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</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 checked="" 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: <u>1/20/18 - 1/20/19</u> License is still in effect as OAK is in process of completing annual site review</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes ___ No; Length of commitment: _____</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><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.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes ___ No</p> <p>Population Served (describe): _____</p> <p>Age-restricted? ___ Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No</p>	

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

- 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: _____ Date _____
Project Administrator

Certified by: _____ Date _____
Municipal Housing Liaison

Douglas Moore
Director of Quality
OAKS Integrated Care

3/4/19

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Voorhees County: Camden

Sponsor: _____ Developer: _____

Block: 15020 Lot: 2 Street Address 306 Lucas Lane

Facility Name: _____

Licensed under: DUKs Integrated Care

<p>Section 1: Type of Facility:</p> <p><input type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input checked="" type="checkbox"/> Other – Please Specify: <u>Supervised Apartments</u></p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Please specify: _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><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 _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</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 checked="" 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: <u>1/31/18 - 1/31/19</u> License is still in effect as of 1/31/19 in the process of completing annual site review</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes ___ No; Length of commitment: _____</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
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<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes ___ No</p> <p>Population Served (describe): _____</p> <p>Age-restricted? ___ Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No</p>	

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

- 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: _____ Date _____
Project Administrator

Certified by: _____ Date _____
Municipal Housing Liaison

Douglas Morrow
Director of Quality
Oaks Integrated Care

2/4/19

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Voorhees County: Camden

Sponsor: _____ Developer: _____

Block: 150.02 Lot: 1.05 Street Address 606 Britton Place

Facility Name: _____

Licensed under: OAHs Integrated Care

<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 type="checkbox"/> Permanent supportive housing <input type="checkbox"/> Supportive shared housing <input checked="" type="checkbox"/> Other – Please Specify: <u>Supervised Apartments</u> 	<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: _____ <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 _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</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: <u> / / </u></p> <p>Expiration Date of Controls: <u> / / </u></p> <p>Average Length of Stay: _____ months (transitional facilities only)</p>	<p>Section 6:</p> <p><input type="checkbox"/> CO Date: <u> / / </u></p> <p>For licensed facilities, indicate licensing agency:</p> <p><input checked="" 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: <u> / / </u></p> <p>Current License Date: <u>1/31/18 - 1/31/19</u> License is still in effect as</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? <input type="checkbox"/> Yes <input type="checkbox"/> No; Length of commitment: _____</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? <input 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</p> <p>Population Served (describe): _____</p> <p>Age-restricted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	

OAH is in process of completing annual site review

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

- 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: _____ Date _____
Project Administrator

Certified by: _____ Date _____
Municipal Housing Liaison

Douglas Moore
Director of Quality
Oaks Integrated Care

3/4/19

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Voorhees County: Camden

Sponsor: _____ Developer: _____

Block: 150.17 Lot: 8 Street Address 1402 Roberts Way

Facility Name: _____

Licensed under: OAKS Integrated Care

<p>Section 1: Type of Facility:</p> <p><input type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input checked="" type="checkbox"/> Other – Please Specify: <u> supervised Apartments </u></p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Please specify: _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><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 _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</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 checked="" 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: <u> 1/31/18 - 1/31/19 License is still in effect as OOL is in process of completing annual site review </u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes ___ No; Length of commitment: <u> site review </u></p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><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.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes ___ No</p> <p>Population Served (describe): _____</p> <p>Age-restricted? ___ Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No</p>	

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

- 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: _____ Date _____
Project Administrator

Certified by: _____ Date _____
Municipal Housing Liaison

Douglas Moore
Director of Quality
and Integrated Care

3/4/19

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Voortheds County: Camden

Sponsor: _____ Developer: _____

Block: 150.02 Lot: 1.05 Street Address 1501 Britton Place

Facility Name: _____

Licensed under: OAKS Integrated Care

<p>Section 1: Type of Facility:</p> <p><input type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input checked="" type="checkbox"/> Other – Please Specify: <u>Supervised Apartments</u></p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Please specify: _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
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<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 checked="" 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: <u>1/31/18 - 1/31/19 License is still in effect as OAK</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___Yes ___No; Length of commitment: <u>annual</u></p> <p>Other operating subsidy sources: _____; Length of commitment: <u>site review</u></p> <p>Is the subsidy renewable? ___Yes ___No</p>	
<p>Section 8: The following verification is attached:</p> <p><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.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes ___No</p> <p>Population Served (describe): _____</p> <p>Age-restricted? ___Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___Yes ___No</p>	

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

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

CERTIFICATIONS

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Certified by: _____ Date _____
Project Administrator

Certified by: _____ Date _____
Municipal Housing Liaison

Douglas Moore
Director of Quality
OAKS Integrated Care

3/4/19

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Voorhees

County: Camden

Sponsor: _____

Developer: 1505 Britton Place

Block: 150.02 Lot: 1.05 Street Address _____

Facility Name: _____

Licensed under: Oaks Integrated Care

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Please specify: _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><input type="checkbox"/> Award letter/financing commitment (proposed new construction projects only)</p>
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<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 checked="" 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: <u>1/31/18 - 1/31/19 License is still in effect as OAC is in process of completing annual</u></p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes ___ No; Length of commitment: <u>Site review</u></p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><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.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes ___ No</p> <p>Population Served (describe): _____</p> <p>Age-restricted? ___ Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No</p>	

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

- 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: _____ Date _____
Project Administrator

Certified by: _____ Date _____
Municipal Housing Liaison

Douglas Moore
Director of Quality
OKS Integrated Care

3/4/19

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Voorhees County: Camden

Sponsor: _____ Developer: _____

Block: _____ Lot: _____ Street Address 1506 Britton Place

Facility Name: _____

Licensed under: DAKS Integrated Care

<p>Section 1: Type of Facility:</p> <p><input checked="" type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input type="checkbox"/> Other – Please Specify: _____</p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Please specify: _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><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 _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</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: <u>1/31/18 - 1/31/19</u> License is still in effect as OAH is in process of completing annual site review</p>
<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes ___ No; Length of commitment: _____</p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><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.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
<p>Section 9:</p> <p>Residents 18 yrs or older? <input checked="" type="checkbox"/> Yes ___ No</p> <p>Population Served (describe): _____</p> <p>Age-restricted? ___ Yes <input checked="" type="checkbox"/> No</p> <p>Accessible (in accordance with NJ Barrier Free Subcode)? ___ Yes ___ No</p>	

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

- 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: _____ Date _____
Project Administrator

Certified by: _____ Date _____
Municipal Housing Liaison

Douglas Mason
Director of Quality
OKC Integrated Care

3/4/19

**Council on Affordable Housing (COAH)
Alternative Living Arrangement Survey**

Municipality: Voorhees County: Camden

Sponsor: _____ Developer: _____

Block: 150.17 Lot: 9 Street Address 2102 Sandra Way

Facility Name: _____

Licensed under: OAKS Integrated Care

<p>Section 1: Type of Facility:</p> <p><input type="checkbox"/> Licensed Group Home</p> <p><input type="checkbox"/> Transitional facility for the homeless (not eligible for COAH credit after June 2, 2008)</p> <p><input type="checkbox"/> Residential health care facility (licensed by NJ Dept. of Community Affairs or DHSS)</p> <p><input type="checkbox"/> Permanent supportive housing</p> <p><input type="checkbox"/> Supportive shared housing</p> <p><input checked="" type="checkbox"/> Other – Please Specify: <u>Supervised Apartments</u></p>	<p>Section 2: Sources and amount of funding committed to the project :</p> <p><input type="checkbox"/> Capital Application Funding Unit \$ _____</p> <p><input type="checkbox"/> HMFA Special Needs Housing Trust Fund \$ _____</p> <p><input type="checkbox"/> Balanced Housing – Amount \$ _____</p> <p><input type="checkbox"/> HUD – Amount \$ _____ Program _____</p> <p><input type="checkbox"/> Federal Home Loan Bank – Amount \$ _____</p> <p><input type="checkbox"/> Farmers Home Administration – Amount \$ _____</p> <p><input type="checkbox"/> Development fees – Amount \$ _____</p> <p><input type="checkbox"/> Bank financing – Amount \$ _____</p> <p><input type="checkbox"/> Other – Please specify: _____</p> <p><input type="checkbox"/> For proposed projects, please submit a pro forma</p> <p><input type="checkbox"/> Municipal resolution to commit funding, if applicable</p> <p><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 _____, including:</p> <p># of very low-income units _____</p> <p># of low-income units _____</p> <p># of moderate-income units _____</p> <p># of market-income units _____</p>
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<p>Section 7:</p> <p>Has the project received project-based rental assistance? ___ Yes ___ No; Length of commitment: <u>review</u></p> <p>Other operating subsidy sources: _____; Length of commitment: _____</p> <p>Is the subsidy renewable? ___ Yes ___ No</p>	
<p>Section 8: The following verification is attached:</p> <p><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.)</p> <p><input type="checkbox"/> Copy of Capital Application Funding Unit (CAFU) or DHS Capital Application Letter (20 year minimum, no deed restriction required)</p>	
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Section 10: Affirmative Marketing Strategy (check all that apply):

- 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.

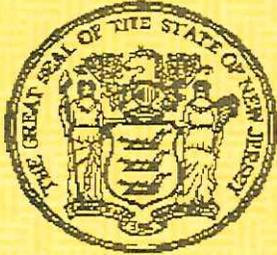
Certified by: _____ Date _____
Project Administrator

Certified by: _____ Date _____
Municipal Housing Liaison

Douglas Moore
Director of Quality
Oaks Integrated Care

3/4/19

License No. GH2277



State of New Jersey
Department of Human Services
Office of Licensing

LICENSE

Oaks Integrated Care, Inc.

770 Woodlane Road
Mount Holly, NJ 08060-3804

*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 Developmental Disability

for 2 individuals

at

1506 LUCAS LANE
VOORHEES, NJ 08043

This License is effective from 01/31/2017 to 01/31/2018

A handwritten signature in cursive script, reading "Elizabeth Connolly".

Elizabeth Connolly, Acting Commissioner
Department of Human Services

**Developer's Agreement
by and between**

The Township of Voorhees

And

Sheppard Road, LLC

**DEVELOPER'S AGREEMENT BY AND BETWEEN THE TOWNSHIP OF
VOORHEES AND SHEPPARD ROAD, LLC AS DEVELOPER**

THIS AGREEMENT ("Agreement") made this 10th day of March, 2025 by and

between

The Township of Voorhees, a municipal corporation of the State of New Jersey, County of Camden, having an address of 2400 Voorhees Town Center, Voorhees, New Jersey 08043 (hereinafter the "Township");

And

Sheppard Road, LLC, having an address at P.O. Box 90708, Camden, NJ 08101 (hereinafter the "Developer").

Collectively, the Township and the Developer shall be referred to as the "Parties."

WHEREAS, pursuant to the Municipal Land Use Law N.J.S.A. 40:55D – et seq. (the "MLUL"), the Township's Planning Board is obligated to prepare and adopt a Master Plan which includes a "Housing Element" in furtherance of the MLUL, the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), the New Jersey Constitution, and the mandates of the Supreme Court's decisions in Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel, 67 N.J. 151, appeal dismissed and cert. denied, 423 U.S. 808, 96 S.Ct. 18, 46 L.Ed.2d 28 (1975) (herein referred to as Mount Laurel I) and Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel, 92 N.J. 158 (1983) (herein referred to as Mount Laurel II); and

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, the 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's

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 the "Mount Laurel Obligation"); and

WHEREAS, to regulate the Mount Laurel doctrine, the Council on Affordable Housing ("COAH") adopted first round regulations in 1986, second round regulations in 1993 and a first iteration of third round regulations in 2004; and

WHEREAS, in 2007 the Appellate Division invalidated the first iteration of COAH's round three regulations in In re Adoption of N.J.A.C. 5:94 and 5:95 By New Jersey Council On Affordable Housing, 390 N.J.Super. 1 (App. Div.), certif. denied, 192 N.J. 72 (2007); and

WHEREAS, in response to this decision, COAH promulgated the second iteration of round three regulations in September and October of 2008, which required municipalities to file a round three affordable housing plan for review and approval by December 31, 2008. See N.J.A.C. 5:97-1.1 et seq.; and

WHEREAS, pursuant to the Mount Laurel IV decision of the New Jersey Supreme Court of March 2015, the Township of Voorhees filed a declaratory judgment action in the Superior Court of New Jersey, Camden County, Law Division, namely In the Matter of the Township of Voorhees, Camden County, bearing Docket No. L-2533-15 ("Litigation"); and

WHEREAS, the Township and Fair Share Housing Center ("FSHC") have tentatively negotiated a settlement whereby the Township will have an affordable housing obligation consisting of a rehabilitation obligation of nine (9) units, a prior round affordable housing obligation of 456 units and a third-round obligation, including the Gap Period of 520 units and

WHEREAS, Developer has submitted a Letter of Intent in connection with the development of a maximum of sixty (60) units of affordable family housing on real property owned by the Township ("Owner") at 3 Sheppard Road (Block 207, Lot 12, Township of Voorhees,

County of Camden and State of New Jersey) containing approximately 3.31 acres (“Site”); and

WHEREAS, the Township has authorized Sheppard Road, LLC to be the Developer of the Project (as hereinafter defined); and

WHEREAS, the Developer has represented to the Township that it will ensure that each of the affordable units in the Project will be affordable to the region’s very low, low and moderate income households and will be creditworthy units 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 Project 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 Project 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:

ARTICLE I - PURPOSE

1.1 The purpose of this Agreement is to create a realistic opportunity for the creation of a maximum of sixty (60) affordable family units, affordable to low and moderate income households at the Site as more particularly set forth in Section 3.1 herein. The purpose of this

Agreement is also to ensure that said units described in Section 1.1 are creditworthy and can be counted towards the Township's third round affordable housing obligation set forth above.

ARTICLE II- BASIC TERMS

2.1 **The "Site":** The Township is the fee simple owner of the Site. The Site consists of approximately 3.31 acres. The Zoning Ordinance will be amended to permit the affordable housing development on the Site.

2.2 **The "Project":** The Project will consist of one phase of a maximum of 60 family rental units affordable to very low, low and moderate income households.

ARTICLE III - DEVELOPER'S OBLIGATIONS

3.1 **Obligation To Develop Site In Accordance With Various Requirements:** The Developer will develop a maximum of a 60-unit family unit project in one phase on the Site. The Project will consist of 60 one hundred percent (100%) affordable family rental units including one unit which shall be for an onsite manager which will be an affordable unit. The Developer agrees, at its sole cost and expense, to develop the Site in accordance with (a) the Concept Plan attached hereto as Exhibit A; (b) the requirements of the amended Zoning Ordinance attached hereto as Exhibit B; (c) any developmental approvals by the Voorhees Township Planning Board; (d) any other applicable governmental approvals, (e) the requirements of all applicable building codes, rules, and regulations of all municipal, county, state and federal agencies having jurisdiction over the Project and (f) the terms and conditions of this Agreement.

3.2 **Obligation To Ensure That The Site Is Suitable For The Project:** The Developer will ensure that the Site is suitable for the Project in accordance with the 2025 Amended

Agreement between FSHC and the Township of Voorhees, all applicable affordable housing regulations N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls (“UHAC”), NJDEP regulations, and any and all other applicable rules or regulations.

3.3 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 Project. 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 Overlay Zone, which is attached hereto as Exhibit B. Developer agrees that all approvals shall be subject to full satisfaction of the terms and requirements of this Agreement.

3.4 Obligation To Provide Creditworthy Units And Maintain The

Creditworthiness Of The Units: The Developer shall ensure that the Project results in the construction of sixty (60) creditworthy units, to be used by the Township in addressing its current and/or future Mount Laurel affordable housing obligations. Developer shall ensure that all units constructed on the Site shall comply and comport with all applicable regulations, including but not limited to (a) N.J.A.C. 5:93 and N.J.A.C. 5:97 or any standards that the court may require be applied, (b) the Uniform Housing Affordability Controls (“UHAC”) (N.J.A.C. 5:80-26.1 et seq.) regulations, (c) the 2025 Amended Agreement between FSHC and the Township of Voorhees, and (d) any such other regulations as may apply. 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, rental requirements and deed restriction requirements.

3.5 Obligation To Bear All Expenses Associated With Creating and Maintaining Creditworthy Units. The Township shall have no financial obligations under this provision to assure the creditworthiness of the units, and all associated expenses shall be solely borne by the Developer, its successors, or assigns.

3.6 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.

3.7 Obligation to Properly Deed Restrict The Units: The Project deed restriction will be governed by N.J.A.C. 5:80-26. 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. A separate New Jersey and Housing Mortgage Finance Agency deed restriction implementing the aforesaid shall be recorded against the Project prior to the issuance of a Certificate of Occupancy for the first unit. The Developer will cause its in-house compliance staff and counsel to work with the Township's special Mount Laurel counsel, to ensure that the deed restriction satisfies all applicable COAH and UHAC regulation requirements or such other requirements as a court may impose. Developer shall cause the deed restriction, along with this Agreement, to be recorded with Camden County. The Developer shall be responsible for all costs associated with retaining an Administrative Agent in conjunction with this Project 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.

3.8 Obligation to Provide Infrastructure and Other Improvements: Developer will design and construct all infrastructure and other improvements necessitated by the Project in a workmanlike manner and in accordance with all applicable laws and regulations, as well as the requirements of the Overlay Zone 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. The Developer agrees that it is solely responsible to undertake the appropriate measure 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 Project as provided by this Agreement.

3.9 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 substantially in the form attached hereto as Exhibit C (hereinafter "PILOT"), providing for 6.28% of the Project'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 Project.

3.10 Obligation To Obtain A Certificate of Completion: The Developer shall be responsible to obtain, from the Township, a Certificate of Completion as set forth *infra* in Section 4.5.

3.11 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 in accordance with applicable Federal, State, and local laws for a minimum of thirty (30) years and maintain the Mount Laurel creditworthiness of the units pursuant to N.J.A.C. 5:80-26.11 including but not limited to at least 8 very low-income units. In the event of any breach of this continuing responsibility, the Township shall have all remedies available in equity and law.

3.12 Materials: Developer represents to the Township that materials and equipment utilized in the construction of the Project shall be of good quality and of the quality for housing of a similar nature unless otherwise permitted or required by the housing plans or housing specifications, and shall comply with all applicable federal, state and local laws. Work not conforming to these requirements of the Code may be considered defective by the Township

3.13 Acquisition and Financing Contingency. Notwithstanding anything to the contrary in this Agreement, this Agreement is contingent upon (a) Developer obtaining financing for Developer's acquisition and construction of the Project (the "Financing") and (b) Developer's acquisition of title to the Site. At the closing of the Financing, the Township agrees to convey fee simple title to the Site free and clear of liens and encumbrances to Developer for a consideration of 100% of equalized assessed value The subject property's 2024 assessed value, including land and building, is \$148,500.

3.14 Insurance:

(a) Liability Insurance. Developer shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the construction

of the Project, whether arising from actions of itself or by any subcontractor or by anyone directly or indirectly employed or engaged by of them or by anyone for whose acts of them may be liable.

(i) claims under workers' or workmen's compensation, disability benefit, and other similar employee benefit acts;

(ii) claims for damages due to bodily injury, occupational sickness or disease, or death of its employees;

(iii) claims for damages due to bodily injury, sickness or disease, or death of any person other than is employees;

(iv) claims for damages, insured by usual personal injury liability coverage, which are sustained: (1) by any person as a result of an offence directly or indirectly related to the employment of such person by Developer, and (2) by any other person;

(v) claims for damages, other than to the construction of the Project, because of injury to or destruction of property, including loss of use therefrom; and

(vi) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The liability insurance set forth above shall be written for not less than \$1,000,000 per person and \$2,000,000 per occurrence, or in such greater amounts as may be required by law. A certificate of insurance for this coverage naming the Township as an additional insured shall be filed with the Township prior to the commencement of any work on the Project. The certificate of insurance shall contain a provision that coverages afforded under the policy or policies will not

be cancelled until at least thirty (30) days prior written notice has been given to the Township.

(b) Property Insurance. Developer shall purchase and at all times maintain property insurance for the Project to the full insurable value thereof. Such insurance shall insure against the perils of fire and extended coverage and shall include “all risk” insurance for physical loss or damage including without duplication of coverage, theft, vandalism, and malicious mischief. Developer shall file a copy of all policies with the Township prior to commencement of construction of the Project.

(c) Insurance for Environmental Hazards. Developer shall purchase and at all times maintain insurance for environmental hazards in amounts and terms agreeable between the parties.

(d) Builder’s Risk Insurance. During the entire period of construction (deemed to be from the first commencement of any site work up to and through the issuance of the Certificate of Occupancy) Developer shall purchase and at all times maintain effect adequate builder’s risk insurance policies for the Project, to the full insurable value thereof. Such builder’s risk policies shall provide the broadest coverage permitted in the State of New Jersey. Developer shall file a true copy of the builder’s risk policy or a certificate of insurance thereof with the Township prior to commencement of construction of the Project.

ARTICLE IV - OBLIGATIONS OF THE TOWNSHIP

4.1 Obligation Of Township To Appoint Sheppard Road, LLC As The Developer Of The Site: Sheppard Road, LLC is hereby designated as Developer of the Site and shall have the exclusive right to develop and implement the Project in accordance with the terms and

conditions of this Agreement. Developer may not assign or transfer these rights or responsibilities without the prior written authorization of the Township.

4.2 **Obligation to Provide A PILOT:** Subject to appropriate notice to the public and the public's opportunity to be heard, and consistent with Section 3.9 of this Agreement, the Township shall execute an Agreement for Payment in Lieu of Taxes substantially in the form attached hereto as Exhibit C.

4.3 **Local Fee Waivers:** The Township shall reasonably consider a request to be made by the Developer to contribute the Township-controlled Inspection Fee, Building Permit Fees and Recreation Fee (if applicable) in furtherance of achieving a tax credit allocation for the Project. Specifically, the contribution of said fees is limited to the cost of Township's "in-house personnel" and municipal permit fees. Any fees or costs associated with inspections, reviews undertaken or permits by outside professionals, consultants, or contractors to the Township will be paid by the Developer. The Parties will cooperate to determine the value of such contributions set forth in this Section.

4.4 **Obligation To Assist Developer In Pursuing Tax Credits.** The Township shall adopt resolutions (including but not limited to a Resolution of Need) and take other appropriate actions to provide the support required to facilitate Developer's efforts to secure the funding from non-municipal sources necessary to assist the economic feasibility of the Project. 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 entered into a PILOT consistent with this Agreement. The Township shall consider a request by Developer for the Township to provide financing to the Project if deemed warranted.

4.5 Obligation To Provide A Certificate Of Completion Upon Satisfaction Of Responsibilities. The Township shall issue a certificate ("Certificate of Completion") in recordable form to Developer upon (i) the completion of the construction of the Project and satisfaction of its responsibilities under this Agreement, (ii) the obtaining of a Certificate of Occupancy, temporary or permanent, and proof that all labor, services, materials and supplies used in connection thereto have been paid for (or, if disputed, bonded for), and (iii) the issuance of an appropriate certification from an architect in a form deemed acceptable to the appropriate Township professional that the Project has been completed.

4.6 Planning Board Contingency: This Agreement is contingent upon Developer securing Planning Board approvals for the construction of sixty (60) affordable family units.

4.7 Obligation to Provide Evidence of inclusion of the Project in the Court Approved Fair Share Housing Plan. The Township shall provide such documentation as reasonably requested by the Developer to demonstrate in its funding applications that the Project has or will be included in the Township's Fair Share Housing Plan as endorsed by a court of competent jurisdiction. In the event the Project is not part of the Township's court approved Fair Share Housing Plan, either party shall have the unconditional right to terminate this Agreement, and the Parties shall have no further liability towards each other and any Resolutions or Agreements in furtherance of this Developer's Agreement shall be deemed null and void

4.8 Obligation to Cooperate with the Developer to close on the construction and permanent financing. The Township shall provide such documentation as reasonably requested by the Developer in order to effectuate the financial closings necessary to construct the Project and upon completion to put in place the permanent financing. This documentation

shall include but not be limited to providing estoppels certificates evidencing that the Developer is in good standing with respect to its performance in accordance with the terms of this Agreement.

4.9 **Tax Credits.** The Parties acknowledge that the Township does not guarantee or make any assurance, representation or warranty concerning the availability of low-income housing federal tax credits being allocated to this Project or Developer's ability to obtain the same. The Township will cooperate with Developer in securing any such tax credits or other non-Township sources of funding that may be available to Developer for the Project, at no cost to the Township, and without the Township lending its credit or otherwise incurring any obligation with respect to the tax credits or other funding.

ARTICLE V – COURT APPROVAL OF AGREEMENT

5.1 **Court Approval of the Agreement:** To the extent required, within 180 days of the execution of this Agreement by all Parties, and as may be extended by the Township, the Parties shall seek Court approval of same via an Order entered into by the Court after a properly noticed Fairness Hearing.

ARTICLE VI – AFFORDABLE HOUSING CREDITS

6.1 **Application Of Affordable Housing Credits:** The Parties agree that the Township, subject to approval by the Court, shall be permitted to count the affordable housing units contemplated by this Agreement towards its Third Round and Prior Round Affordable Housing obligations.

The Township shall not be able under any circumstances to seek affordable housing credits from these units unless and until there is a firm and irrevocable commitment for all necessary sources of financing for the Project from public and private sources. The Township can demonstrate this firm and irrevocable commitment through Developer's demonstration that it has secured all requisite funding. Developer agrees to supply the Township all documents that may be reasonably necessary to show that it has secured the requisite funding.

6.2 **Rental Bonuses:** The Parties shall cooperate to the extent required to secure any rental bonus credits that the Court may deem allocable to the Project.

ARTICLE VII- COOPERATION AND COMPLIANCE

7.1 **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. The Township's obligation to cooperate shall be further conditioned upon the Developer paying and maintaining current real estate taxes and ultimately the PILOT.

7.2 **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

ARTICLE VIII – REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following warranties and representations, knowing, acknowledging and intending that the Township is relying upon such representations and

warranties in executing this agreement, as follows:

8.1 **Authority:** Developer hereby represents that it has the power and authorization to enter into this Agreement, consummate the transactions contemplated hereby, and perform their respective obligations hereunder.

8.2 **Intentionally omitted.**

8.3 **Purpose of Project.** Developer warrants and represents that it will construct exclusively 60 qualified units of low- and moderate-income housing in order to satisfy 59 units of the Township's third round affordable housing obligations.

8.4 **Binding.** The Developer covenants that this Agreement constitutes the legal, valid and binding obligation of it, enforceable in accordance with the terms hereof.

8.5 **Financial Condition.** Developer represents that it and each of its affiliates and affiliated corporations is not now, nor in the past, has been declared or adjudicated as bankrupt or is currently insolvent, and it has the financial ability and wherewithal to proceed with the approval process and with the Project as herein described.

8.6 **Disclosure.** As of the execution of this Agreement there is no fact known to Developer which materially affects or is anticipated to materially affect Developer's ability to construct and complete the Project.

8.7 **Use of Construction/Permanent Financing Funds.** Developer warrants and covenants that all proceeds issued by the construction or permanent financing lender shall be used exclusively for or in connection with the Project.

ARTICLE IX – NOTICES

9.1 **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 or 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, email 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: **Sheppard Road, LLC**
P.O. Box 90708
Camden, NJ 08101
Attention: Nicholas J. Cangelosi, Vice President
E-Mail: ncangelosi@tmo.com

WITH COPIES TO: **Arthur M. Brown, Esquire**
Levine, Staller, Sklar, Chan & Brown, P.A.
3030 Atlantic Avenue
Atlantic City, NJ 08401
E-Mail: abrown@levinestaller.com

TO THE TOWNSHIP OF VOORHEES:
2400 Voorhees Town Center
Voorhees, New Jersey 08043
Attn: Dee Ober, Township Clerk
E-Mail: clerk@voorheesnj.com

WITH COPIES TO: **Wade, Long, Wood & Long, LLC**
1250 Chews Landing Road
Laurel Springs, NJ 08021
Attn: Christopher Long Jr. Esquire
E-Mail: clong@lwklaw.net

-and-

The Platt Law Group, PC
40 Berlin Avenue
Stratford, New Jersey 08043
Attn: Stuart A. Platt, Esquire
E-Mail: platt@theplattlawgroup.com

Notices may be given by a party's attorney to the other party. 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.

ARTICLE X - MISCELLANEOUS

10.1 **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.

10.2 **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.

10.3 **Governing Law:** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

10.4 **No Modification:** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

10.5 **Recording:** It is intended that this Agreement will be recorded in the Clerk's Office of Camden County by the Developer. Recordation of this Agreement shall not occur until the closing of the Title between the Developer and the Owner of the Site.

10.6 **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.

10.7 **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.

10.8 **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.

10.9 **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.

10.10 **Commissions.** Each party represents and warrants to the other that it has done nothing which would entitle any person to a brokerage commission, finder's fee, or other compensation by reason of negotiation or execution of this Agreement or the grant of any interest in property herein described; and each party hereby agrees to indemnify and hold the other harmless against and from claims for such commission, fee, or compensation based upon the action by such party.

10.11 **Attorney's Fees.** Except as otherwise provided herein, the Township and Developer acknowledge and agree that in the event of any dispute between the Parties with respect to the subject matter of this Agreement, each party in any such action shall be responsible for its own costs and expenses as well as its attorney's fees.

10.12 **Captions.** Marginal captions and titles to this Agreement are for convenience and reference only and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement.

10.13 **Validity.** If any provision of this Agreement shall be held to be invalid, void, or unenforceable, the Parties shall, within thirty (30) days of such determination, agree to reconstruct this Agreement so as to carry out the intent of this Agreement and to keep each of the Parties in the same relative position. In the event the Parties are unable to so agree, the remaining provisions hereof shall in no way be affected or impaired, and such remaining provisions shall remain in full force and effect.

10.14 Except as specifically stated in this Agreement to the contrary, the terms of this Agreement shall merge into the Declaration upon the recording thereof, but only to the extent the

Declaration include the term hereof, and all terms and conditions hereof which are not included in the Declaration shall survive the recording thereof.

10.15 **No Partnership.** Nothing in this Agreement shall create a partnership or joint venture between the Parties and, except as herein expressly provided to the contrary the Parties expressly disclaim and waive any right to share in each other's profits or losses and any right to act by or on behalf of each other.

10.16 **Waiver.** Unless otherwise expressly specified herein, failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these provisions.

10.17 **Recording.** This Agreement shall not be lodged for recording in any public recording office in the State of New Jersey, provided, however, that a short form memorandum hereof, duly executed and acknowledged by the Parties hereto, may be recorded by either party at the expense of such party. After the Declaration provided for in this Agreement has been duly recorded, the recorded memorandum hereof (if any) may be removed of record, provided, however, that the same shall not be deemed to discharge, relinquish, release or otherwise affect the on-going obligations and covenants of the Parties hereunder, which shall be deemed to remain in full force and effect.

10.18 **Consents.** Whenever this Agreement requires the consent of the other party for action to be taken by the party wishing to act, such consent shall not be unreasonably withheld. Both Parties agree to act reasonably relative to their performance hereunder.

ARTICLE XI – TOWNSHIP TERMINATION RIGHTS

11.1 **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, notwithstanding the occurrence of an uncontrollable circumstance or an event of default described below, if Developer has not commenced construction of the Project within five years of the approval of this Agreement by the Court, unless 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.

ARTICLE XII - EVENTS OF DEFAULT AND REMEDIES

12.1 **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 no getting a governmental approval, or a strike or similar labor action:

(a) 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.

(b) The Developer shall have applied for or consented to 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.

(c) The Developer shall fail to satisfy its obligations with respect to the timely construction of the Project 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.

(d) 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.

(e) The Developer or any successor Developer shall fail to pay any real estate taxes as required by the PILOT Agreement or assessments with respect to the Site.

(f) The occurrence of any action or inaction by the Developer which nullifies, terminates, delays or endangers compliance for any of the residential units within the Project or the Township's entitlement to credits and rental bonuses for all of the 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.

(g) The Developer shall not implement a Transfer of the Project without the prior written consent of the Township, which consent shall not be unreasonably withheld.

12.2 Remedies Upon Event of Default:

(a) 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 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.

(b) Additional Remedies 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:

(i) Suspension of cooperation with Developer pursuant to the terms of this Agreement;

(ii) Suspension of the review and/or approval process of any application or submission related to any Governmental Approvals;

(b) 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 Project shall in that event automatically terminate.

12.3 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.

12.4 **Termination by Developer due to Infeasibility:** Upon sixty (60) day notice by the Developer to the Township, the Developer may terminate this Agreement due to its reasonable determination that the Project is not feasible. The Developer shall make such a determination if despite its best efforts the following conditions exist:

- a) That the Developer despite its best efforts and cooperation by the Township cannot obtain necessary funding sources to complete the Project(s) as contemplated in this Agreement;
- b) That environmental or other Site conditions are discovered that render Project completion infeasible;
- c) The costs and time of prevailing in a legal action challenging the granting of approvals necessary for the implementation of the Project become prohibitive.

In the event that the Developer issues to the Township a notice that the Project is infeasible, the Parties shall cooperate in good faith to secure additional funding or to remedy the condition that renders the Project infeasible during the notice period (or such extension as agreed to by the Developer). In the event that after such period, the Project remains infeasible, this Agreement shall terminate and each party shall have no further obligations to the other in connection with this Agreement.

ARTICLE XIII - EXHIBITS AND SCHEDULES

13.1 **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.

ARTICLE XIV - ENTIRE AGREEMENT

14.1 **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.

ARTICLE XV - CONFLICT OF INTEREST

15.1 **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.

ARTICLE XVI - INDEMNIFICATION

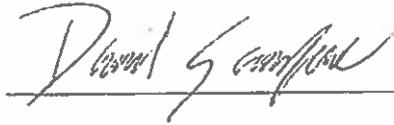
16.1 Developer shall indemnify, defend and hold harmless the Township, its officials, agents, attorneys and representatives harmless from any claims, lawsuits, judgments or other losses for personal injury, death or other casualty, losses, arising directly or indirectly, in connection with the construction or operation of the Project.

ARTICLE XVII - EFFECTIVE DATE

17.1 **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.

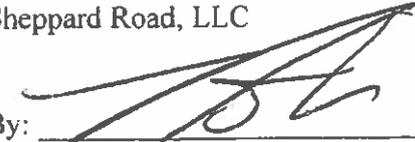
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be properly executed and their corporate seals where applicable) affixed and attested to this 10th day of March, 2025.

Witness/Attest:



Dated: _____, 2025

Sheppard Road, LLC

By: 
Nicholas J. Carvello, Vice President

Witness/Attest:



Dated: March 10, 2025

Township of Voorhees

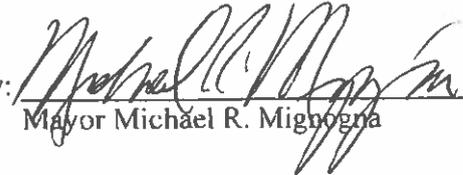
By: 
Mayor Michael R. Mignogna

EXHIBIT A

Concept Plan

SITE | CONCEPT

SITE SPECIFICS:

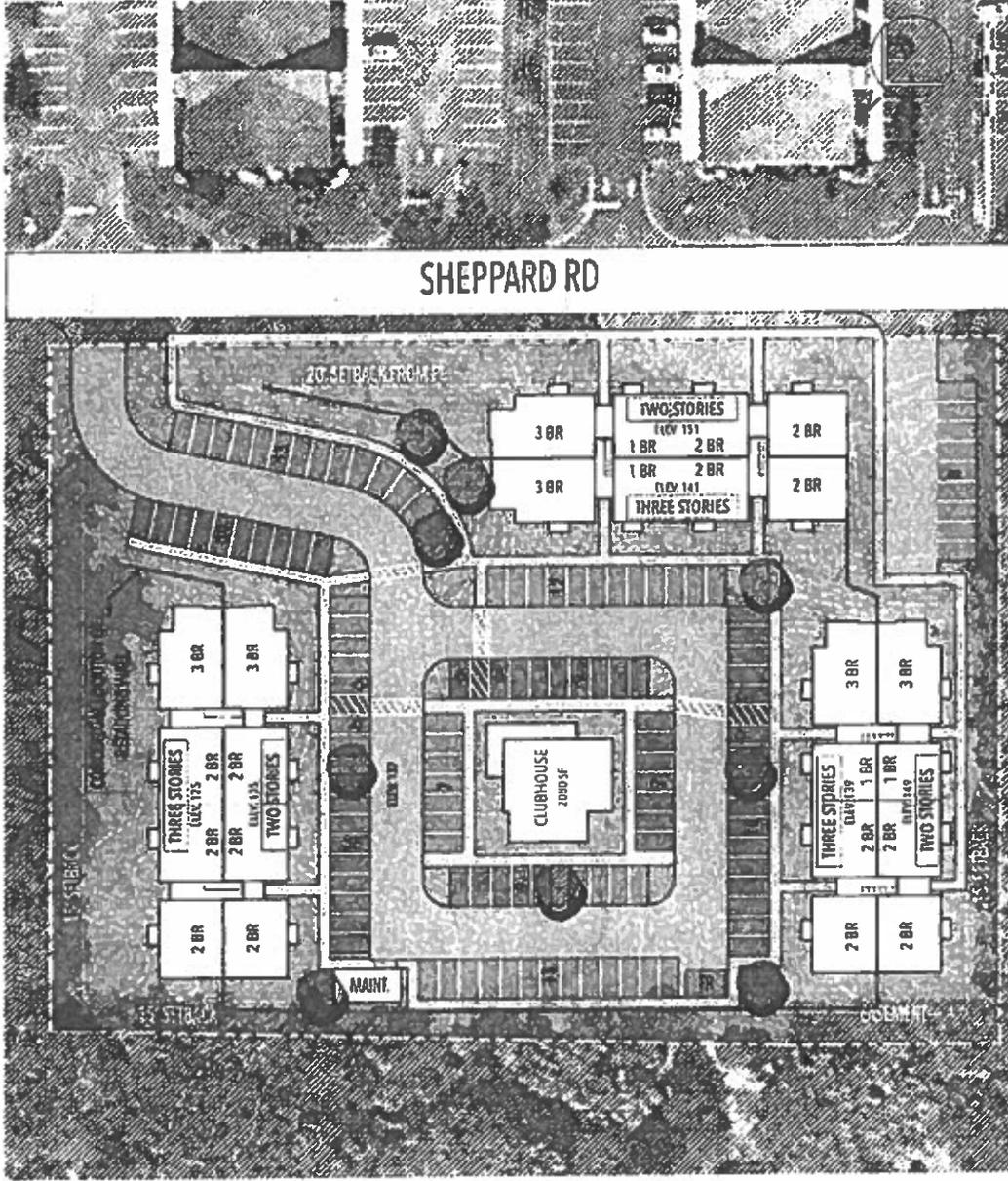
- LOCATION** 3 SHEPPARD RD., VOORHEES, NJ
- ZONING** O3 OFFICE ZONE | SUBURBAN PLANNING AREA
RESIDENTIAL IN NOT A PERMITTED USE. BULK STANDARDS: NOT APPLIED
- WETLANDS** LOCATED 270' SOUTHWEST OF SITE | VERIFICATION OF ON-SITE IMPACTS RECOMMENDED
- FLOODING** NO MAPPED CATEGORY 1 WATERS NEARBY
- ENVIRONMENTAL** OUTSIDE PINELANDS NATURAL RESERVE

PROJECT PROGRAM:

- TOTAL RESIDENTIAL** 60 DU
- 1BR UNITS 10 DU (17%)
- 2BR UNITS 35 DU (58%)
- 3BR UNITS 15 DU (25%)
- TOTAL PARKING** 120 PS (2.0 PER UNIT)
(INCLUDES 6 ADA SPACES)

3 SHEPPARD RD.
VOORHEES, NJ

urbanpractice
ARCHITECTS



* ALL ELEVATIONS SHOWN ARE CONCEPTUAL IN NATURE

EXHIBIT B

Overlay Zone

ORDINANCE NO. 0-25-_____

**AN ORDINANCE OF THE TOWNSHIP OF VOORHEES AMENDING CHAPTER 152:
ZONING DISTRICTS TO ADD SECTION 152.180 ENTITLED AFFORDABLE
HOUSING DISTRICT II (AH-II) OF THE REVISED GENERAL ORDINANCES OF
THE TOWNSHIP OF VOORHEES**

BE IT HEREBY ORDAINED by the Township Committee of the Township of Voorhees that Chapter 152.180 entitled Affordable Housing District II (AH-II) be added to the Chapter 152 Zoning Districts of the Township of Voorhees Uniform Land Development Ordinance. Said addition would be included as follows:

§152.181 Purpose and Intent

The purpose and intent of the AH-II District is to provide for the development of a 100% affordable project not to exceed 60 multifamily units.

§152.182 Permitted Uses

(A) Principal Uses: Multi-family dwellings, townhouses, stacked townhouses.

(B) Accessory uses:

- (1) Recreational facilities including club house, outdoor recreation, tot lot, playground.
- (2) Off-street parking facilities.
- (3) Utility structures.
- (4) Maintenance facilities.

§152.183 Conditional Uses

None.

§152.184 Area and Bulk Requirements

- (A) Ownership and control: The tract shall be under one ownership or control by the applicant for purposes of obtaining all required development approvals and committing the tract to the regulations of the AH-II District.
- (B) Maximum tract density: 20.0 dwelling units per gross acre (prior to any required dedication of lands) but not to exceed a total of 60 residential units.
- (C) Minimum tract area: 3 acres (prior to any required dedication of lands).
- (D) Minimum tract frontage: 400 linear feet.
- (E) Minimum Setback Requirements - Principal:
 - Front yard setback (Sheppard Road) = 20 feet.
 - Side yard setback = 15 feet
 - Rear yard setback = 15 feet
- (F) Minimum Setback Requirements - Accessory:
 - No accessory buildings permitted in front yard.
 - Side yard setback = 10 feet
 - Rear yard setback = 10 feet
- (G) Minimum buffer of 10 feet within the setback area shall be maintained along the side and rear yard of the property.
- (H) Minimum Distance between buildings: 15 feet.
- (I) Maximum number of units per building: Maximum of 24 units per building.
- (J) Maximum Height: 3 story/ 50 feet
- (K) Maximum Impervious Coverage: 70% of the entire tract area.

- (L) Maximum building coverage: 30% of the entire tract area.
- (M) Minimum Open Space requirement: A minimum of 20% of gross tract shall be open space which may include, but is not be limited to, passive recreation areas, active recreation areas, natural or planted buffer, and any other similar pervious areas. Open space on the tract may be maintained by the owner, a tenant association, or condominium association.
- (N) Minimum parking requirements. Parking spaces shall be provided in accordance with the requirements of the New Jersey Residential Site Improvement Standards (RSIS). Garden apartment ratios shall be utilized in determining the minimum required number of off-street parking spaces. Off-street parking spaces may be provided in surface parking lots or as garages.
- (O) Minimum residential bike storage spaces shall be 0.25 bike storage space for every 1 dwelling unit. Where outdoor bike parking is proposed, bike parking must be convenient and accessible to a main building entry and street access.
- (P) Relationships to other sections this chapter. Where the regulations of the AH-II Zone conflict with any other regulations of this chapter, the regulations contained within this section for the AH-II Zone shall apply.

§152.185 Zone specific design standards

- (A) *Lighting.* No light fixture, whether pole or wall mounted, shall be greater than 18 feet in height. All lighting shall be shielded to prevent glare for drivers and pedestrians. The maximum illumination at the common property line with adjacent properties shall not exceed 0.2 footcandle.
 - (1) *Parking Area lighting:* All parking areas for five or more motor vehicles shall be illuminated with approved exterior lighting standards, with a minimum of 0.5 horizontal footcandle average lighting level at the surface of the lot.

(B) *Landscaping:* All public street frontages and project entrance drives shall be planted with approved street trees spaced a maximum of 50 feet apart. Street trees shall not be planted at less than five feet from existing or planned sidewalks.

(1) *Landscaped Buffer:* A 15-foot-wide landscaped buffer comprised of lawn, massed evergreen and deciduous trees, and shrubs of such species and density as to provide a year-round solid and continuous screen within two seasons of planting shall be provided along Sheppard Road.

(2) *Interior Parking Lot Landscaping:* In parking areas of more than 10 spaces, at least 5% of the parking area shall be landscaped with 1.5 trees installed for each 10 parking spaces. The landscaping should be located in protected areas, such as along walkways, center islands, and at the end of bays. In narrow islands, low spreading plants such as creeping juniper and pachysandra are appropriate.

(3) *Foundation Planting:* Low growing evergreen shrubs with strong winter forms shall be considered as foundation plantings.

(4) Conifers shall be between eight and 12 foot in height at time of planting. Deciduous trees shall be a minimum of three inches in caliper and shall meet the minimum standards set by the American Nurseryman's Association.

(5) All landscaping shall be guaranteed for two years.

(C) *Building façades.* The façade of the structures shall be varied in such a manner that no more than two townhouses and no more than six garden apartments shall share the same façade at the building line without a 1' horizontal break. Façades shall be uniform architecturally and shall not consist of disparate materials. The material and design elements used on the front or primary facades shall be replicated on any side or rear elevation visible to the general public from rights-of-way or adjacent properties.

(D) *Signage:* A sign identifying a multi-family residential development shall not exceed 32 square feet and shall be limited to one sign per street frontage and shall not be located within the sight triangle of any intersection or access drive with a public street. A secondary sign of no more than 12 square feet area shall be permitted along second access to the guest parking area.

- (E) *Laundry Facilities*: Adequate laundry facilities for clothing shall be provided within each structure sufficient to serve its occupants, unless such facilities are individually provided for each dwelling unit.
- (F) *Storage*: Each unit should have a minimum of 25 square feet of storage space included within each unit's floor plan.
- (G) *Pedestrian circulation*: A pedestrian circulation system shall be provided which connects parking areas, dwellings, and recreational facilities in a coherent and comprehensive pattern. The pedestrian walkway shall be adequately illuminated at night and be surfaced with a durable, dustless, all-weather material a minimum width of five feet.
- (H) *Trash enclosures*: Trash enclosures shall be provided such that no disposal area is greater than 350 feet from the entrance of any dwelling unit unless individual trash storage areas are provided for each dwelling unit. Trash and recycling pick-up may only occur on weekdays between the hours of 7:00 a.m. and 10:00 p.m. unless otherwise regulated by any State or Federal regulations. Trash enclosures shall be visually screened with evergreen plantings or solid fence enclosure. Gates shall be provided for trash enclosures and shall be able to be secured in a closed and open position. The refuse holding area shall provide shall be suitably lit, signed, screened from view, and set back from property lines Provisions for the collection, disposition, and recycling of waste shall be incorporated into a Refuse and Recycling plan. This shall include standards for waste and recycling during the construction phase.
- (I) *Utilities*: All utilities servicing the development shall be located underground. Any above ground mechanical units on roofs or at ground level shall be adequately screened by walls, fences, or dense evergreen landscaping.
- (J) *Support facilities*: Stormwater management facilities (basins, outfalls, etc.) and potential engineering facilities (sewage pump station, etc.) shall be allowed to encroach into the required setbacks, buffers and open space areas. Detention basins and other stormwater management facilities shall be screened with planting and berms.

(K) *Parking requirements*: Non-accessible parking space dimensions shall be a minimum of 9'x18' with a minimum drive aisle width of 24'. No dedicated loading zone is required, however adequate loading areas/zones shall be provided for all residential service needs (trash removal, move-in/move-out, etc.).

(M) *Tree replacement*: Projects within the AH-II District shall not be required to adhere to the Township's tree replacement requirements due to the beneficial nature of the intended affordable housing.

(N) *Bedroom Distribution*: The income and bedroom distribution shall be provided in accordance with N.J.A.C. 5:80-26.3.

Be it further ordained, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective; and

Be it further ordained, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict; and

Be it further ordained, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

EXHIBIT C

Agreement for Payment In Lieu of Taxes

L:\8509 - Voorhees Twp. - Special COAH Counsel\2015 Supreme Court Decision\Housing Plan\Sheppard Road\Developer's Agreement\Developers Agreement- 3 Sheppard Road Voorhees Final 030325.docx

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this ____ day of ____, 2025, between Sheppard Road LLC, having an office at 2 Cooper Street, Camden, New Jersey 08101 (hereinafter the "Sponsor") and the Township of Voorhees, a municipal corporation in the County of Camden and State of New Jersey (hereinafter the "Municipality").

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made 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.*) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated March __, 2025 (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on those parcels of land located in the Township of Voorhees located at 3 Sheppard Road also known as Block 207, Lot 12, on the Official Assessment Map of the Township of Voorhees ("Property").

3. The Sponsor is the contract purchaser of the real property set forth in Section 2 upon which the Sponsor proposes to construct sixty (60) rental units for very low, low, and moderate income families and one (1) rental unit for an on-site manager pursuant to HMFA Law ("Project").

4. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter and so long as the Sponsor or its successors and assigns and the Project provide very low, low, and moderate income housing in accordance with HMFA Law. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

5. Pursuant to HMFA Law, the Municipality is authorized to grant a tax exemption to a project which meets or will meet an existing affordable housing need in the Municipality, provided that the Municipality makes said determination by means of a resolution and that in lieu of taxes, the Sponsor pays the Municipality an annual service charge for municipal services supplied to such project.

6. (a) For projects receiving construction and permanent financing from the Agency,

the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

- (1) From the date of the execution of the Agency Mortgage until the date of Substantial Completion of the Project, the Sponsor shall make payment to the Municipality in the amount equal to the current real estate taxes (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). The minimum payment shall be \$25,000. ("Minimum Annual Payment") As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all of the units in the Project.
- (2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues or \$25,000.00 per year ("Minimum Annual Payment"), whichever is greater.
- (b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage or the Minimum Annual Payment, whichever is greater.
- (c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.
- (d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 7 below.
- (e) In each year during the term hereof, the Minimum Annual Payment will be increased as follows commencing on the first anniversary of the first full year after the Date of Completion of the Project: the prior year's Project Revenues shall be multiplied by 1.5% and that product shall then be multiplied by 5.0% and the amount by which that product shall exceed the prior year's Minimum Annual Payment shall then be added to the prior year's Minimum Annual Payment (the "New Minimum Annual Payment"). Provided, however, in resetting New Minimum

Annual Payment, annually in no case may the New Minimum Annual Payment ever exceed the actual Project Revenue for the prior year utilizing a vacancy allowance of ten (10%) percent in place of the allowance used in Exhibit "A" attached hereto.

7. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 6.28 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 11(a) below, prior to any legal action being taken.

8. Notwithstanding any other provisions herein to the contrary, the tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency and only so long as the Sponsor or its successors and assigns and the Project provide very low, low, and moderate income housing in accordance with HMFA Law, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law

applicable at the time of the assignment of this Agreement and assumes the Agency Mortgage.

9. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed in the same fashion as any other real property in the Municipality in accordance with the law.

10. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

11. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to 2 Cooper Street, Camden, New Jersey 08101 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township of Voorhees, 2400 Voorhees Town Center, Voorhees, New Jersey 08043 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

12. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

13. Sponsor and Municipality understand that Municipality may retain the entirety of Sponsor's payment in lieu of taxes, and that the HMFA Law does not require Municipality to remit a portion of Sponsor's payment to Camden County. In the event Municipality is legally required to remit a portion of Sponsor's payment to Camden County, Sponsor shall reimburse Municipality for any such payments to Camden County. Sponsor shall remit such payment to the Municipality at the end of each quarter.

14. It is agreed and understood that subject to the terms and provisions of Paragraph 8 above, the Sponsor agrees that it shall not sell or transfer the Project together with the improvements

to be located thereon, to any corporation, association or entity, unless such corporation, association or entity continues to provide low and moderate income housing in accordance with HMFA Law, without first obtaining the prior written consent of the Municipality, provided, however, that any transfer or syndication of interests in the Sponsor shall not be deemed to constitute a sale or transfer of the Project. The parties hereto understand and agree that current HMFA Law requires that the Project will provide low and moderate income housing for a period not to exceed thirty (30) years from Substantial Completion.

15. Notwithstanding any provision herein to the contrary, the Sponsor shall pay the fully assessed value of the land as it is assessed under applicable law in addition to all other payments set forth herein.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of the Agreement by each party hereto.

WITNESS

SHEPPARD ROAD, LLC

By: _____
Nicholas J. Cangelosi, Vice President

ATTEST:

TOWNSHIP OF VOORHEES

Name: _____
Title: _____

By: _____
Michael R. Mignogna, Mayor

EXHIBIT "A"

REVENUE PROJECTIONS

DRAFT

Sheppard Road
Agreement for Payment in Lieu of Taxes

Projected Annual Gross Rents	\$829,980
Proforma Vacancy at 7%	(\$58,099)
Projected Annual Utility Costs	(\$87,187)
Project Revenues	\$684,694
Payment in Lieu Percentage	6.28%
Annual Projected Payment in Lieu Amount	\$42,999

Sheppard Road

Estimated Annual Payments in Lieu of Taxes

	Estimated PILOT Payment
Year 1	\$ 42,999
Year 2	\$ 43,859
Year 3	\$ 44,736
Year 4	\$ 45,631
Year 5	\$ 46,543
Year 6	\$ 47,474
Year 7	\$ 48,424
Year 8	\$ 49,392
Year 9	\$ 50,380
Year 10	\$ 51,388
Year 11	\$ 52,415
Year 12	\$ 53,464
Year 13	\$ 54,533
Year 14	\$ 55,624
Year 15	\$ 56,736
Year 16	\$ 57,871
Year 17	\$ 59,028
Year 18	\$ 60,209
Year 19	\$ 61,413
Year 20	\$ 62,641
Year 21	\$ 63,894
Year 22	\$ 65,172
Year 23	\$ 66,475
Year 24	\$ 67,805
Year 25	\$ 69,161
Year 26	\$ 70,544
Year 27	\$ 71,955
Year 28	\$ 73,394
Year 29	\$ 74,862
Year 30	\$ 76,359

EXHIBIT "A"

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this ____ day of ____, 2025, between Sheppard Road LLC, having an office at 2 Cooper Street, Camden, New Jersey 08101 (hereinafter the "Sponsor") and the Township of Voorhees, a municipal corporation in the County of Camden and State of New Jersey (hereinafter the "Municipality").

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made 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.*) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated March __, 2025 (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on those parcels of land located in the Township of Voorhees located at 3 Sheppard Road also known as Block 207, Lot 12 on the Official Assessment Map of the Township of Voorhees ("Property").

3. The Sponsor is the contract purchaser of the real property set forth in Section 2 upon which the Sponsor proposes to construct sixty (60) rental units for very low, low, and moderate income families and one (1) rental unit for an on-site manager pursuant to HMFA Law ("Project").

4. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter and so long as the Sponsor or its successors and assigns and the Project provide very low, low, and moderate income housing in accordance with HMFA Law. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

5. Pursuant to HMFA Law, the Municipality is authorized to grant a tax exemption to a project which meets or will meet an existing affordable housing need in the Municipality, provided that the Municipality makes said determination by means of a resolution and that in lieu of taxes, the Sponsor pays the Municipality an annual service charge for municipal services supplied to such project.

6. (a) For projects receiving construction and permanent financing from the Agency,

the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

- (1) From the date of the execution of the Agency Mortgage until the date of Substantial Completion of the Project, the Sponsor shall make payment to the Municipality in the amount equal to the current real estate taxes (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). The minimum payment shall be \$25,000. ("Minimum Annual Payment") As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all of the units in the Project.
- (2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues or \$25,000.00 per year ("Minimum Annual Payment"), whichever is greater.
- (b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage or the Minimum Annual Payment, whichever is greater.
- (c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.
- (d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 7 below.
- (e) In each year during the term hereof, the Minimum Annual Payment will be increased as follows commencing on the first anniversary of the first full year after the Date of Completion of the Project: the prior year's Project Revenues shall be multiplied by 1.5% and that product shall then be multiplied by 5.0% and the amount by which that product shall exceed the prior year's Minimum Annual Payment shall then be added to the prior year's Minimum Annual Payment (the "New Minimum Annual Payment"). Provided, however, in resetting New Minimum

Annual Payment, annually in no case may the New Minimum Annual Payment ever exceed the actual Project Revenue for the prior year utilizing a vacancy allowance of ten (10%) percent in place of the allowance used in Exhibit "A" attached hereto.

7. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 6.28 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

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(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 11(a) below, prior to any legal action being taken.

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applicable at the time of the assignment of this Agreement and assumes the Agency Mortgage.

9. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed in the same fashion as any other real property in the Municipality in accordance with the law.

10. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

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14. It is agreed and understood that subject to the terms and provisions of Paragraph 8 above, the Sponsor agrees that it shall not sell or transfer the Project together with the improvements

to be located thereon, to any corporation, association or entity, unless such corporation, association or entity continues to provide low and moderate income housing in accordance with HMFA Law, without first obtaining the prior written consent of the Municipality, provided, however, that any transfer or syndication of interests in the Sponsor shall not be deemed to constitute a sale or transfer of the Project. The parties hereto understand and agree that current HMFA Law requires that the Project will provide low and moderate income housing for a period not to exceed thirty (30) years from Substantial Completion.

15. Notwithstanding any provision herein to the contrary, the Sponsor shall pay the fully assessed value of the land as it is assessed under applicable law in addition to all other payments set forth herein.

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WITNESS

SHEPPARD ROAD, LLC

By: _____
Nicholas J. Cangelosi, Vice President

ATTEST:

TOWNSHIP OF VOORHEES

Name: _____
Title: _____

By: _____
Michael R. Mignogna, Mayor

EXHIBIT "A"

REVENUE PROJECTIONS

DRAFT

Sheppard Road
Agreement for Payment in Lieu of Taxes

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Sheppard Road

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Year 27	\$ 71,955
Year 28	\$ 73,394
Year 29	\$ 74,862
Year 30	\$ 76,359

ORDINANCE NO. 7-25

AN ORDINANCE AMENDING CHAPTER 152: ZONING DISTRICTS TO ADD SECTION 152.180 ENTITLED AFFORDABLE HOUSING DISTRICT II (AH-II) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF VOORHEES

BE IT HEREBY ORDAINED by the Township Committee of the Township of Voorhees that Chapter 152.180 entitled Affordable Housing District II (AH-II) be added to the Chapter 152 Zoning Districts of the Township of Voorhees Uniform Land Development Ordinance. Said addition would be included as follows:

§152.181 Purpose and Intent

The purpose and intent of the AH-II District is to provide for the development of a 100% affordable project not to exceed 60 multifamily units.

§152.182 Permitted Uses

- (A) Principal Uses: Multi-family dwellings, townhouses, stacked townhouses.
- (B) Accessory uses:
 - (1) Recreational facilities including club house, outdoor recreation, tot lot, playground.
 - (2) Off-street parking facilities.
 - (3) Utility structures.
 - (4) Maintenance facilities.

§152.183 Conditional Uses

None.

§152.184 Area and Bulk Requirements

- (A) Ownership and control: The tract shall be under one ownership or control by the applicant for purposes of obtaining all required development approvals and committing the tract to the regulations of the AH-II District.
- (B) Maximum tract density: 20.0 dwelling units per gross acre (prior to any required dedication of lands) but not to exceed a total of 60 residential units.
- (C) Minimum tract area: 3 acres (prior to any required dedication of lands).
- (D) Minimum tract frontage: 400 linear feet.
- (E) Minimum Setback Requirements - Principal:
 - Front yard setback (Sheppard Road) = 20 feet.
 - Side yard setback = 15 feet
 - Rear yard setback = 15 feet
- (F) Minimum Setback Requirements - Accessory:
 - No accessory buildings permitted in front yard.
 - Side yard setback = 10 feet
 - Rear yard setback = 10 feet
- (G) Minimum buffer of 10 feet within the setback area shall be maintained along the side and rear yard of the property.
- (H) Minimum Distance between buildings: 15 feet.
- (I) Maximum number of units per building: Maximum of 24 units per building.
- (J) Maximum Height: 3 story/ 50 feet
- (K) Maximum Impervious Coverage: 70% of the entire tract area.

- (L) Maximum building coverage: 30% of the entire tract area.
- (M) Minimum Open Space requirement: A minimum of 20% of gross tract shall be open space which may include, but is not be limited to, passive recreation areas, active recreation areas, natural or planted buffer, and any other similar pervious areas. Open space on the tract may be maintained by the owner, a tenant association, or condominium association.
- (N) Minimum parking requirements. Parking spaces shall be provided in accordance with the requirements of the New Jersey Residential Site Improvement Standards (RSIS). Garden apartment ratios shall be utilized in determining the minimum required number of off-street parking spaces. Off-street parking spaces may be provided in surface parking lots or as garages.
- (O) Minimum residential bike storage spaces shall be 0.25 bike storage space for every 1 dwelling unit. Where outdoor bike parking is proposed, bike parking must be convenient and accessible to a main building entry and street access.
- (P) Relationships to other sections this chapter. Where the regulations of the AH-II Zone conflict with any other regulations of this chapter, the regulations contained within this section for the AH-II Zone shall apply.

§152.185 Zone specific design standards

- (A) *Lighting*. No light fixture, whether pole or wall mounted, shall be greater than 18 feet in height. All lighting shall be shielded to prevent glare for drivers and pedestrians. The maximum illumination at the common property line with adjacent properties shall not exceed 0.2 footcandle.
- (1) *Parking Area lighting*: All parking areas for five or more motor vehicles shall be illuminated with approved exterior lighting standards, with a minimum of 0.5 horizontal footcandle average lighting level at the surface of the lot.
- (B) *Landscaping*: All public street frontages and project entrance drives shall be planted with approved street trees spaced a maximum of 50 feet apart. Street trees shall not be planted at less than five feet from existing or planned sidewalks.
- (1) *Landscaped Buffer*: A 15-foot-wide landscaped buffer comprised of lawn, massed evergreen and deciduous trees, and shrubs of such species and density as to provide a year-round solid and continuous screen within two seasons of planting shall be provided along Sheppard Road.
- (2) *Interior Parking Lot Landscaping*: In parking areas of more than 10 spaces, at least 5% of the parking area shall be landscaped with 1.5 trees installed for each 10 parking spaces. The landscaping should be located in protected areas, such as along walkways, center islands, and at the end of bays. In narrow islands, low spreading plants such as creeping juniper and pachysandra are appropriate.
- (3) *Foundation Planting*: Low growing evergreen shrubs with strong winter forms shall be considered as foundation plantings.
- (4) Conifers shall be between eight and 12 foot in height at time of planting. Deciduous trees shall be a minimum of three inches in caliper and shall meet the minimum standards set by the American Nurseryman's Association.
- (5) All landscaping shall be guaranteed for two years.

- (C) *Building façades.* The façade of the structures shall be varied in such a manner that no more than two townhouses and no more than six garden apartments shall share the same façade at the building line without a 1' horizontal break. Façades shall be uniform architecturally and shall not consist of disparate materials. The material and design elements used on the front or primary facades shall be replicated on any side or rear elevation visible to the general public from rights-of-way or adjacent properties.
- (D) *Signage:* A sign identifying a multi-family residential development shall not exceed 32 square feet and shall be limited to one sign per street frontage and shall not be located within the sight triangle of any intersection or access drive with a public street. A secondary sign of no more than 12 square feet area shall be permitted along second access to the guest parking area.
- (E) *Laundry Facilities:* Adequate laundry facilities for clothing shall be provided within each structure sufficient to serve its occupants, unless such facilities are individually provided for each dwelling unit.
- (F) *Storage:* Each unit should have a minimum of 25 square feet of storage space included within each unit's floor plan.
- (G) *Pedestrian circulation:* A pedestrian circulation system shall be provided which connects parking areas, dwellings, and recreational facilities in a coherent and comprehensive pattern. The pedestrian walkway shall be adequately illuminated at night and be surfaced with a durable, dustless, all-weather material a minimum width of five feet.
- (H) *Trash enclosures:* Trash enclosures shall be provided such that no disposal area is greater than 350 feet from the entrance of any dwelling unit unless individual trash storage areas are provided for each dwelling unit. Trash and recycling pick-up may only occur on weekdays between the hours of 7:00 a.m. and 10:00 p.m. unless otherwise regulated by any State or Federal regulations. Trash enclosures shall be visually screened with evergreen plantings or solid fence enclosure. Gates shall be provided for trash enclosures and shall be able to be secured in a closed and open position. The refuse holding area shall be suitably lit, signed, screened from view, and set back from property lines. Provisions for the collection, disposition, and recycling of waste shall be incorporated into a Refuse and Recycling plan. This shall include standards for waste and recycling during the construction phase.
- (I) *Utilities:* All utilities servicing the development shall be located underground. Any above ground mechanical units on roofs or at ground level shall be adequately screened by walls, fences, or dense evergreen landscaping.
- (J) *Support facilities:* Stormwater management facilities (basins, outfalls, etc.) and potential engineering facilities (sewage pump station, etc.) shall be allowed to encroach into the required setbacks, buffers and open space areas. Detention basins and other stormwater management facilities shall be screened with planting and berms.
- (K) *Parking requirements:* Non-accessible parking space dimensions shall be a minimum of 9'x18' with a minimum drive aisle width of 24'. No dedicated loading zone is required, however adequate loading areas/zones shall be provided for all residential service needs (trash removal, move-in/move-out, etc.).
- (M) *Tree replacement:* Projects within the AH-II District shall not be required to adhere to the Township's tree replacement requirements due to the beneficial nature of the intended affordable housing.
- (N) *Bedroom Distribution:* The income and bedroom distribution shall be provided in accordance with N.J.A.C. 5:80-26.3.

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective; and

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict; and

BE IT FURTHER ORDAINED, prior to public hearing on second reading, this Ordinance shall be referred to the Voorhees Township Planning Board for review and comment and/or recommendation as to whether the proposed ordinance amendments are substantially consistent with the Master Plan. The Planning Board has a period of thirty-five (35) days after referral to report on the proposed Ordinance.

BE IF FURTHER ORDAINED, upon adoption of this Ordinance after public hearing thereon, the Township Clerk shall publish notice of the passage thereof and shall file a copy of this Ordinance with the Camden County Planning Board, the Pinelands Commission and such other agencies as may be required by law.

ATTEST:

TOWNSHIP OF VOORHEES:


Dee Ober, RMC


Michael Mignogna, Mayor

I, Dee Ober, Clerk of the Township of Voorhees, hereby certify the foregoing to be a true and correct copy of an Ordinance adopted by the Mayor and Township Committee at their meeting of April 28, 2025 held in the Voorhees Township Municipal Building, 2400 Voorhees Town Center, Voorhees, NJ 08043.

Introduced: April 14, 2025
Adopted: April 28, 2025

RESOLUTION NO 23-026

**TOWNSHIP OF VOORHEES
PLANNING BOARD**

**Voorhees Housing Associates, LLC
PC#23-0024
1123 Berlin Road
Block 263, Lot 11**

Three (3) One-Year Extensions of Preliminary and Final Major Site Plan Approval

WHEREAS, Applicant Voorhees Housing Associates, LLC (“Applicant”) was previously granted Preliminary and Final Major Site Plan Approval by Planning Board Resolution 19-007 for a 100% affordable housing project consisting of 81 multi-family residential units, which Resolution was memorialized at its regular meeting in August 2019; and,

WHEREAS, Applicant, through a letter application, dated October 27, 2023, and through the legal representation of Alena Hyatt of Parker McCay, and through the testimony of Nicholas J. Cangelosi, Vice President of the Michael’s Organization, has requested three (1) one-year extensions of Preliminary and Final Major Site Plan Approval through August 1, 2024, pursuant to N.J.S.A. 40:55D-49 and -52, in order to secure 9% LIHTC financing for this affordable housing project through February 22, 2024; and

WHEREAS, a hearing was held on November 8, 2023 by the Voorhees Township Planning Board on the requested three (3) one-year extensions in accordance with the requirements of the Municipal Land Use Law (MLUL) and to facilitate the implementation of Voorhees Township’s Affordable Housing Plan; and,

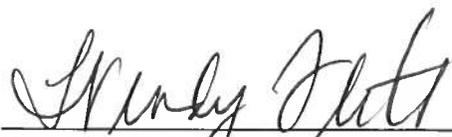
WHEREAS, the Planning Board has considered the requested three (3) one-year extensions and finds that the Applicant is entitled to the relief requested and that it will facilitate the implementation of Voorhees Township’s Affordable Housing Plan.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Voorhees that it hereby finds and concludes that the requested extension of Preliminary and Final Major Site Plan Approval is hereby granted through February 22, 2024.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to the applicant, Township Clerk, Township Construction Official, Township Tax Assessor and Township Zoning Administrative Officer.

RECORD OF VOTE						
BOARD	AYE	NAY	Abstain	Absent	Motion Made By	Second
Ron Schwenke, Chairman	X					
Mayor Michael Mignogna						
Andrew Schallenhammer, Mayor's Designee	X				X	
Subash Rashatwar, Vice Chairman				X		
Jason Ravitz, Deputy Mayor			X			
David Kleiman				X		
Mario DiNatale	X					
Anthony Nicini	X					X
Andrew Brzozowski				X		
Mark Kleinman				X		
Bryan Stein				X		

I, Wendy Flite, Secretary of the Planning Board of the Township of Voorhees, County of Camden and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the said Board at a meeting held at the Municipal Building, 2400 Voorhees Town Center, Voorhees, New Jersey, on the 13th day of December, 2023.



 WENDY FLITE, Secretary
 VOORHEES TOWNSHIP PLANNING BOARD



 RON SCHWENKE, Chairman

October 27, 2023

Voorhees Township Planning & Zoning
2400 Voorhees Town Center
Voorhees, NJ 08043

**RE: Affordable Housing Development - Victory Commons at Voorhees,
1123 Haddonfield-Berlin Road**

Dear Members of the Planning Board,

I have enclosed a correspondence application for extension of final site plan approval previously granted to the applicant, Voorhees Housing Associates LLC. The Township approved our application for preliminary and final major site plan approval for 80 affordable housing unit garden-style apartments and one site management unit in August 2019 with Resolution 19-018, a copy of which is enclosed. Construction start has been protracted due to challenges in securing federal 9% LIHTC for the project. Fortunately, the applicant has obtained a commitment from New Jersey Housing and Mortgage Finance Agency for tax-exempt bond financing, as-of-right tax credits and soft loans, which will enable to the project to proceed to closing in 2024. Completion of this project is critical for the Township to meet its obligations under New Jersey's Mount Laurel doctrine – we greatly appreciate your support of this extension request and look forward to bringing this project to fruition!

Sincerely,

DocuSigned by:

Nicholas Cangelosi

97735A82B37A433

Nick Cangelosi

Vice President, Voorhees Housing-Michaels LLC, Applicant's Managing Member

AMENDED RESOLUTION NO. 23-026

**TOWNSHIP OF VOORHEES
PLANNING BOARD
(AMENDED RESOLUTION)**

**Voorhees Housing Associates, LLC
PC#23-0024
1223 Berlin Road
Block 263, Lot 11**

Three (3) One-Year Extensions of Preliminary and Final Major Site Plan Approval

WHEREAS, Applicant Voorhees Housing Associates, LLC (“Applicant”) was previously granted Preliminary and Final Major Site Plan Approval by Planning Board Resolution 19-007 for a 100% affordable housing project consisting of 81 multi-family residential units, which Resolution was memorialized at its regular meeting in August 2019; and,

- **WHEREAS**, Applicant, through a letter application, dated October 27, 2023, and through the legal representation of Alena Hyatt of Parker McCay, and through the testimony of Nicholas J. Cangelosi, Vice President of the Michael’s Organization, has requested three (1) one-year extensions of Preliminary and Final Major Site Plan Approval through August 1, 2024, pursuant to N.J.S.A. 40:55D-49 and -52, in order to secure 9% LIHTC financing for this affordable housing project through February 22, 2024; and

WHEREAS, a hearing was held on November 8, 2023 by the Voorhees Township Planning Board on the requested three (3) one-year extensions in accordance with the requirements of the Municipal Land Use Law (MLUL) and to facilitate the implementation of Voorhees Township’s Affordable Housing Plan; and,

WHEREAS, the Planning Board has considered the requested three (3) one-year extensions and finds that the Applicant is entitled to the relief requested and that it will facilitate the implementation of Voorhees Township’s Affordable Housing Plan.

NOW, THEREFORE, BE IT RESOLVED by the Planning Board of the Township of Voorhees that it hereby finds and concludes that the requested extension of Preliminary and Final Major Site Plan Approval is hereby granted through August 22, 2024.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to the Applicants, Township Clerk, Township Construction Official, Township Tax Assessor and Township Zoning Administrative Officer.

RECORD OF VOTE						
BOARD MEMBER	AYE	NAY	Abstain	Absent	Motion	Second
Mr. DiNatale	X					X
Mr. David Kleiman				X		
Mr. Nicini				X		
Mr. Mark Kleinman			X			
Ms. Augustine			X			
Mr. Platt (alt #1)			X			
Ms. Branch (alt #2)			X			
Mr. Ravitz, <i>Deputy Mayor</i>	X					
Mr. Schallenhammer <i>Mayor's Designee</i>	X				X	
Mayor Mignogna						
Mr. Rashatwar, <i>Vice Chairperson</i>			X			
Mr. Schwenke, <i>Chairperson</i>	X					

I, Rashane Thapa, Secretary of the Planning Board of the Township of Voorhees, County of Camden and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the said Board at a meeting held at the Municipal Building, 2400 Voorhees Town Center, Voorhees, New Jersey, on the 10th day of April 2024.



 RASHANE THAPA, Secretary
 VOORHEES TOWNSHIP PLANNING BOARD



 RON SCHWENKE, Chairman

RESOLUTION NO. 19-018

TOWNSHIP OF VOORHEES

PLANNING BOARD

RE: APPLICATION NO. PC 19-007

WHEREAS, VOORHEES HOUSING ASSOCIATES, LLC, with a principle address of 2 Cooper Street, 14th Floor, Camden NJ 08102, has filed an application for development review under application No. 19-007, seeking preliminary and final major site plan approval, together with certain submission waivers, in regard to the lands and premises located at Block 263, Lot 11 on the Voorhees Township Tax Map (the “Subject Property”).

WHEREAS, the applicant’s case was presented before the Planning Board (the “Board”) on July 24, 2019, (1) in sworn testimony of Robert R. Stout, P.E., P.L.S., the applicant’s engineer, James Haley, the applicant’s architect, Nathan Mosely, P.E., C.M.E., the applicant’s traffic engineer, and Nicholas J. Cangelosi, Vice President of The Michaels Organization; and (2) by the legal representation of James W. Burns, Esquire.

WHEREAS, it appears that all jurisdictional and procedural requirements of applicable Township Ordinances have been satisfied.

WHEREAS, the Voorhees Township Planning Board has considered the recommendations and comments of its professional staff.

WHEREAS, the Planning Board after carefully considering the evidence and examining certain exhibits, has made the following factual findings and statements of reasons:

1. The applicant is the contract-purchaser of the Subject Property. The Subject Property is located in the AH (Affordable Housing) Zoning District and fronts on Haddonfield Berlin Road (County Route 561).

2. The applicant applied for preliminary and final major site plan approval to permit the construction of an 81-unit multi-family affordable housing residential development which includes one (1) non-income restricted site management unit, including parking, clubhouse, recreation area, stormwater management facilities and various other appurtenant features associated with multi family residential development, as well as the following submission waivers:

(a) A submission waiver regarding the location of 5" DBH or greater trees within clearing limits;

(b) A submission waiver regarding the road and paving cross-sections and profiles, to be submitted later date as a condition of approval;

(c) A submission waiver regarding the provision of all applicable outside agency approvals, including but not limited to approvals from the Camden County Planning Board, NJDEP, and Camden County Soil Conservation District, to be submitted later date as a condition of approval;

(d) A submission waiver regarding the provision of a TWA Permit Application, to be submitted later date as a condition of approval; and

(e) A submission waiver regarding the submission checklist requirement of payment of Township sewer connection fee, to be submitted later date as a condition of approval.

4. The following documents and exhibits were reviewed and considered by the Board and are incorporated herein by reference:

(1) A Development Review Application filed June 24, 2019, prepared by the applicant, consisting of two (2) pages;

(2) A Planning Board Submission Checklist, prepared by the applicant, consisting of 12 pages;

(3) A plan entitled, "Victory Common Preliminary & Final Site Plan," prepared by Stout & Caldwell Engineers, LLC, dated June 19, 2019, consisting of 13 pages;

(4) A report entitled, "Operations and Maintenance Manual for Stormwater Management Facilities at Victory Commons," prepared by Stout & Caldwell Engineers, LLC, dated June 19, 2019, consisting of 21 pages plus appendices;

(5) A report entitled, "Environmental Impact Statement," prepared by Stout & Caldwell Engineers, LLC, dated June, 2019, consisting of 18 pages plus appendices;

(6) A report entitled, "Stormwater Management Report for Victory Commons," prepared by Stout & Caldwell Engineers, LLC, dated June 19, 2019, consisting of Sections A through L;

(7) A report entitled, "Traffic Engineering Assessment Voorhees Housing Associates," prepared by Shropshire Associates, LLC, dated June 19, 2019, consisting of six (6) pages plus appendices;

(8) Architectural drawings entitled, "Victory Commons," prepared by Haley Donovan Architecture; dated June 19, 2019, consisting of four (4) pages;

(9) The Planning Board Engineer's review letter, dated July 19, 2019, consisting of 16 pages;

(10) The Township Sewer Engineer's review letter, dated July 18, 2019, consisting of six (6) pages;

(11) The Voorhees Township Fire Department's review email, dated July 22, 2019;

(12) The Voorhees Township Environmental Commission's review letter, dated July 24, 2019, consisting of one (1) page;

(13) A colorized rendering of the site plan, marked as Exhibit A-1 at the July 24, 2019 hearing;

(14) Building elevations, marked as Exhibit A-2 at the July 24, 2019 hearing;

(15) First floorplan and second floor plan, marked as Exhibit A-3 at the July 24, 2019 hearing; and

(16) Layout plan for the clubhouse, marked as Exhibit A-4 at the July 24, 2019 hearing.

5. At the July 24, 2019 hearing, James W. Burns, Esquire, the applicant's attorney, summarized the application. Mr. Burns introduced exhibits A-1 through A-4, all of which are more fully described above. Mr. Burns indicated that the applicant was seeking preliminary and final major site plan approvals to construct 80 affordable units and one (1) non-income restricted unit. Mr. Burns further indicated that the proposed development is a permitted use located in the AH (Affordable Housing) zoning district and that the application complies with all AH bulk standards. Mr. Burns confirmed on behalf of the applicant that, as a condition of approval, the applicant would comply with all of the recommendations and requirements outlined in the review letters issued by the Board Engineer, Township Sewer Engineer, Township Fire Marshall, and the Township Environmental Commission.

6. Nicholas J. Cangelosi, Vice President of Michaels Development, testified on behalf of the applicant in support of the application. Mr. Cangelosi testified that Michaels Development is a full-service residential developer, headquartered in Camden, New Jersey, and currently managing 55,000 residential units nationwide. Mr. Cangelosi indicated that the project will be a true workforce housing development and not a project based Section 8 development, with rents ranging from \$700 to \$1,200 per month. Concerning vouchers, Mr. Cangelosi indicated that potential residents with portable vouchers would have to be considered through the

application and interview process consisting of rigorous screening and background checks. Mr. Cangelosi further indicated that the Voorhees Township Board of Education has communicated to the applicant that new staff and infrastructure are not anticipated as a result of the proposed development. Further to that point, Mr. Cangelosi indicated the school system expects to receive an additional 30 to 50 students from the proposed development. All trash, recycling, snow removal and road maintenance agreements shall be the property owner's responsibility. Mr. Cangelosi indicated that the proposed development will be a no smoking community with a clubhouse and enclosed recreation area. With regard to the distribution of apartment types for the 81-unit development, Mr. Cangelosi testified that the applicant was proposing 16 one-bedroom units, 44 two-bedroom units and 21 three-bedroom units based on New Jersey's Uniform Housing Affordability Controls Act. Further to that point, Mr. Cangelosi confirmed that the application at hand will help facilitate the Township's third round of affordable housing compliance. He further indicated that security cameras will be installed throughout the entire exterior of the development and the interior of the clubhouse. In response to questions from the Board, Mr. Cangelosi indicated that the applicant, as a condition of approval, will conduct an additional traffic study at its expense one year after full occupancy of the development and provide a copy of said study to the Township. As a condition of approval, Mr. Cangelosi further indicated that the applicant shall coordinate with the Board Engineer to implement additional planting to address the buffering concerns raised by the neighboring property owners and residents.

7. Robert R. Stout, P.E., P.L.S., the applicant's engineer, also testified in support of the application. Mr. Stout was qualified as an expert in the field of engineering and testified under oath. Mr. Stout indicated that no variances were being sought by the applicant as the proposed development complied with all setback and stormwater management requirements. Mr.

Stout testified that the Subject Property is surrounded by a residential area in the rear, a chiropractor's office to the north west and a convenience store to the south east. Concerning stormwater management, Mr. Stout indicated that a detention basin is proposed for the rear and sized to serve the entire site. Mr. Stout further indicated that the basin complies with all NJDEP and Township Ordinance requirements. Mr. Stout testified that all 81 units will be distributed between nine (9) residential buildings, not including the freestanding clubhouse. In compliance with the Township's complete streets policy, Mr. Stout indicated that the applicant proposed a bike path along Route 561 and that the entire Subject Property will be walkable through interconnected sidewalks. With regard to the provision of water services, Mr. Stout testified that the applicant proposes a looped water system that connects into the watermain on Route 561 at both entrances of the proposed development. With regard to sanitary sewer, Mr. Stout indicated that the applicant would rely on a gravity sewer on the Subject Property and an underground pump system to direct sewer water towards Route 561. Mr. Stout indicated that the proposed LED lighting would produce a zero foot candle reading at the neighboring residential properties. To further address noise and light pollution, Mr. Stout indicated that the applicant proposes a 20-foot buffer along the entire perimeter of the Subject Property. As a condition of approval, Mr. Cangelosi indicated that the applicant will make a monetary contribution to the Voorhees Township Open Space Fund at a rate of \$200 per tree, up to and including the first 199 trees, and \$100 per tree after the initial 199 trees, for all trees that cannot be replanted on the Subject Property.

8. Nathan Mosely, P.E., C.M.E., the applicant's traffic engineer also testified in support of the application. Mr. Mosely was qualified as an expert in the field of traffic engineering and testified under oath. Mr. Mosely testified that he conducted a traffic study concerning the proposed development's impact. Mr. Mosely indicated that the trip generation

study focused on peak hours in the morning, between 8:00 a.m. and 9:00 a.m., and peak hours in the afternoon, between 4:30 p.m. and 5:30 p.m. Mr. Mosely further indicated that 40 trips are currently generated during the morning peak hours and 40 trips during the afternoon peak hours. Mr. Mosley testified that the same level of service is expected regardless of the proposed development, with the aggregate increase in traffic expected to be 1.5% at the north gate drive and 1.4% at the south gate drive. He indicated that this additional traffic will have a minimum bearing on the intersections to the north and south of the Subject Property. Concerning onsite parking and traffic circulation, Mr. Mosley indicated that his study also concluded that the applicant's proposal could adequately address the onsite parking and traffic circulation requirements.

9. James Haley, the applicant's architect also testified in support of the application. Mr. Haley was qualified as an expert in the field of architecture. Referring to Exhibits A-1 and A-2, Mr. Haley testified that the applicant intends to create a contextual community with adequate buffering and a positive face on Route 561. Further to that point, Mr. Haley indicated that the exterior design and two-story elevation was selected to provide a residential appearance that complements the surrounding neighborhood. Referring to Exhibit A-3, Mr. Haley outlined the first floor and second floor plans for the proposed apartment units. Referring to Exhibit A-4, he outlined the layout plan for the proposed clubhouse. Mr. Haley indicated that all three (3) unit types will be dispersed throughout the community.

WHEREAS, the application was opened to the public for comment during the July 24, 2019 hearing and nine (9) members of the public appeared at the time of the hearing in connection with the application as follows:

1. Joy Staas testified that she is a resident at 8 Town Lane, Voorhees, New Jersey. Ms. Staas expressed concerns with the adequacy of the traffic report and the proposed development's screening mechanisms.

2. Joe Fierro testified that he is a resident at 4 Bennet Way, Voorhees, New Jersey. Mr. Fierro testified in support of the two-story design proposed by the applicant and expressed concerns as to the soil testing and buffering in the rear of the Subject Property.

3. John Dusek testified that he is a resident at 8 Bennet Way, Voorhees, New Jersey. Mr. Dusek expressed concerns regarding the inclusion of sidewalks on Route 561 and the replacement of trees on the Subject Property.

4. Rich Wojden testified that he is a resident at 12 Northgate Drive, Voorhees, New Jersey. Mr. Wojden expressed concerns as to the traffic impact of the proposed development and the potential impact on school services.

5. Christine Mays testified that she is a resident at 7 Northgate Drive, Voorhees, New Jersey. Ms. Mays testified that she has concerns as to the traffic impact and class size impact of the proposed development.

7. Frank Dutton testified that he is a resident at 4 Northgate Drive, Voorhees, New Jersey. Mr. Dutton expressed concerns as to the dumping currently taking place on the Subject Property, the capacity of the stormwater detention basin, and requested clarification on the capacity of the sewage discharge system.

8. David Hargrave testified that he is a resident at 3 Bennet Way, Voorhees, New Jersey. Mr. Hargrave expressed concerns as to the adequacy of the traffic study presented by the applicant.

9. Michael J. Ward, Esquire, testified that he operates a law practice at 118 White Horse Road, Voorhees, New Jersey. Mr. Ward express concerns as to the adequacy of buffering proposed by the applicant and generally expressed support for the application.

WHEREAS, the Board Solicitor summarized the application for the Board and called for a vote.

WHEREAS, in support of its determination, the Board found that the submission waivers could be granted in light of the testimony presented by the applicant and the comments outlined in the July 29, 2019 review letter issued by the Board Engineer.

WHEREAS, upon motion duly made and seconded to grant the application for preliminary and final major site plan approval to permit the construction of 80 affordable housing unit garden-style apartments and one (1) site management unit with associated storm facilities, sanitary facilities, parking, sidewalks, clubhouse, and recreation space, together with certain submission waivers as outlined herein above, the Board voted eight (8) in favor thereof (DiNatale, Ravitz, Nicini, Stroemel, Sytnik, Fanelli, Schallenhammer, and Rashatwar), and none (0) against.

WHEREAS, this Resolution sets forth the Board's findings of fact and its conclusions based thereon.

NOW, THEREFORE, BE IT RESOLVED, by the Township of Voorhees Planning Board, that said application for preliminary and final major site plan approval to permit the construction of 80 affordable housing unit garden-style apartments and one (1) site management unit with associated storm facilities, sanitary facilities, parking, sidewalks, clubhouse, and recreation space, together with certain submission waivers as outlined herein above, shall be and is hereby granted specifically subject, however, to the testimony, representations and stipulations

of the applicant, its attorney and witnesses at the time of the hearing and further specifically subject to the following conditions and stipulations:

1. As a condition of approval, the applicant at its own expense shall conduct an additional traffic study one year after full occupancy of the development and supply a copy of said study to the Township.

2. As a condition of approval, the applicant shall coordinate with the Board Engineer regarding planting to address buffering concerns raised by the neighboring property owners and residents.

3. As a condition of approval, the applicant shall coordinate with the Board Engineer to evaluate the number of existing trees on site with a DBH of 5" or greater. The evaluation shall consist of performing counts in sample areas to approximate the number of such trees on site. The size and quantity of the sample areas shall be as determined by the Board Engineer. The applicant shall comply with section 154.006(E) of the Township Code with regard to compensatory plantings. Should the applicant be unable to plant the requisite compensatory plantings on site, it shall make a monetary contribution to the Voorhees Township Open Space Fund for the balance of the compensatory plantings at a rate of \$200 per tree, up to and including the first 199 trees, and \$100 per tree after the initial 199 trees.

4. As a condition of approval, the applicant shall submit a Phase 1 Environmental Site Assessment and comply with any required remediations.

5. As a condition of approval, the applicant shall submit road and paving cross-sections and profiles at such time as the applicant prepares county road improvement plans.

6. As a condition of approval, the applicant shall submit all approvals, including but not limited to approvals from the Camden County Planning Board, NJDEP, and County Soil Conservation District.

7. As a condition of approval, the applicant shall provide a submission of TWA Permit Application as set forth by NJDEP regulations.

8. As a condition of approval, the applicant shall tender payment of all Township sewer connection fees.

9. The applicant shall abide by the terms of the “Developer’s Agreement by and between the Township and Voorhees Housing Associates, LLC,” executed by Vorhees Housing Associates, LLC on June 27, 2019 and the Township of Voorhees on July 1, 2019.

10. The applicant shall comply with all comments in the Board Engineer report dated July 19, 2019.

11. The applicant shall comply with all comments in the Township Sewer Engineer’s report dated July 18, 2019.

12. The applicant shall comply with all of the comments of the Fire Department email review dated July 22, 2019.

13. The applicant shall comply with all of the comments in the Voorhees Township Environmental Commission’s report, dated July 24, 2019

14. The applicant shall obtain all required outside agency approvals.

15. The applicant shall comply with the Township of Voorhees' affordable housing obligations and fees, if any, resulting from this approval.

16. The applicant shall comply with the statutory non-residential development fee obligations, if any, resulting from this approval.

17. The applicant shall promptly pay any professional staff fees billed, in excess of the required application escrows, or file a written protest with the Township Clerk within seven (7) days of receipt of a final voucher from the Township.

18. These General Conditions of Approval and any additional conditions of approval, if any, shall be binding upon the applicant, the owner, developer, and any successors and/or assigns of them.

19. The applicant has submitted certain plans and documents which were accepted by the Planning Board as part of its application and further made certain representations and provided testimony at the time of the public hearing, all of which have been relied upon by the Planning Board in making its determination. Should there be any material deviation from said documents, plans, representations or testimony or from any conditions contained herein, then the Planning Board may, upon notice to the applicant and an opportunity to be heard, elect to rescind its approval.

20. Any improvement(s) to be constructed as a result of the Voorhees Township Planning Board approving this application shall be constructed and operated in full compliance with the Uniform Construction Code, Code of the Township of Voorhees, the Revised Statutes of the State of New Jersey and any other applicable county and/or federal law.

21. The applicant/owner is responsible for obtaining all zoning and/or building permits and approvals necessary to construct the project/development approved herein.

22. The applicant/owner is hereby advised that this application and plan have not been reviewed for conformance with the Americans With Disabilities Act (ADA). It is the responsibility of the applicant/owner to conform to said legislation.

23. If the above application involves the granting of a final subdivision or site plan approval, the Township Clerk, Chairperson and Secretary of the Voorhees Township Planning Board shall not sign the final subdivision plan or final site plan nor shall any zoning permit issue until the applicant has demonstrated that all conditions of the final approval have been satisfied.

24. If a final approval has been granted, the applicant shall submit to the Voorhees Township Planning Board Engineer for his review a minimum of 10 complete sets of plans which shall incorporate all of the revisions that have been made conditions of this approval.

25. Performance guarantees (complying with N.J.S.A. 40:55D-53) shall be posted with the Township for the site and utility improvement installations. These guarantees shall be effective for both the time duration required for their installation, and upon completion to check for compliance with the approved plan prior to a certificate of compliance and certificate of occupancy being issued. (The applicant's engineer shall provide a cost estimate of the proposed site improvements, excluding building costs.)

26. Inspection fees shall be posted with the Township for site and utility improvement inspections which are to be performed by the municipal engineer to check for compliance with the approved plan prior to a certificate of compliance and certificate of occupancy being issued. The applicant shall post the required inspection fee deposit with the application for a building permit.

27. It is the ultimate responsibility of the applicant/owner to construct the necessary improvements in accordance with the Township standards and to offer said improvements to the Township in proper condition and as approved. All damaged and/or defective improvements shall be properly repaired and/or replaced. In furtherance of this obligation, the applicant/owner shall enter in to a Developer's Agreement with the Township of Voorhees which document shall be in a form prepared by and/or approved by the Board Solicitor.

28. All improvements are subject to inspection by the Township. No site clearing or construction is to begin without proper notification to the Township Engineer.

29. No deed restrictions may exist in regard to this property/development, except those reviewed and included in the Board's approval.

30. A permit shall be obtained from the zoning officer after final approval and/or prior to any site clearing and/or construction.

31. The applicant/owner shall continue to properly maintain all improvements of the development including but not limited to streets, storm sewer, drainage swales, etc. and shall sweep the streets, clean the storm sewers, etc. on a monthly basis, or as may be necessary. This shall continue until the improvements are accepted by the Township.

32. The applicant/owner shall clean all storm sewer facilities and other such improvements as necessary prior to their acceptance, with final as-built certifications and plans being provided by the applicant's licensed professional engineer which indicate compliance with the approved plan, including the stormwater drainage system. All improvements shall be offered in proper and good condition. All damaged improvements shall be repaired and/or replaced to the satisfaction of the Township.

33. The public road right-of-ways within the development shall not be used as storage areas or "staging" areas for the construction of either buildings or site improvements.

34. The final pavement surfacing of roadways shall not be installed on roadways used for construction traffic. The final pavement surfacing of roadways shall not be installed on any roadway until all repairs have been made to the various improvements within the roadway/right-of-way area and it is determined that further damage to such roadway improvements due to construction or construction traffic is not anticipated. The Township may, at its discretion, determine when final roadway surfacing may occur.

35. The applicant/owner shall provide the Township Zoning Officer and Township Engineer 48 hours advance notice prior to any construction, including site clearing, being done. The notification shall include the following information:

- (a) Project Application Number

- (b) Project Name
- (c) Project Location (Street, Block, Lot)
- (d) Applicant's Name, Address and Telephone Number
- (e) Applicant's Contact Person, Address, Telephone Number
- (f) Expected Start Date.

36. The applicant/owner shall schedule a pre-construction meeting through the Township Engineering office (428-5914) prior to the commencement of any work. Any work within Township streets require a road opening permit from the Township Clerk's office and a permit from the Voorhees Township Police Department.

37. Landscaping shall be maintained on a continuing basis as a condition of approval and the certificate of occupancy.

38. The inspection and testing by the Township of the work done by the applicant is solely for the benefit of the Township to determine the general quality of materials and workmanship. While the applicant may avail itself of the Township's testing/inspection data, any decisions made by the applicant as a result of the Township's test/inspection information shall be made at the applicant's own risk. The applicant has the right to conduct similar tests and inspections at its own expense to satisfy its need for information and data pertaining to materials and workmanship.

39. During construction of the development's roadway, manhole castings, valve boxes, inlet castings (except curb piece type), etc. shall be set flush with the roadway surface to avoid potential damage to vehicles and other public works equipment, such as snow plows. Prior to the construction of the final roadway surface, the castings shall be adjusted and set to final grade.

40. The applicant/owner is to be advised that the development of this property is to proceed in accordance with the approved plans and it is its responsibility to do so and obtain all necessary permits, inspections and other approvals which may be necessary to ultimately obtain a certificate of occupancy, and/or acceptance of the improvements.

41. The applicant/owner is responsible for obtaining all the permits and approvals necessary to construct the project/development and the variance improvements. (Copies of all permits and approvals shall be filed with the Board.)

42. A two-year maintenance guaranty (complying with N.J.S.A. 40:55D-53) in the amount of 15% of the cost of improvements shall be provided to the Township upon acceptance of any improvements by the Township.

43. All street name signs, stop signs, miscellaneous traffic signs, etc. are to be installed by the applicant/owner upon a construction of a street's hard surface base course and/or upon the direction of the Township.

44. The applicant/owner shall construct the required improvements within the time period testified to at the time of the hearing or the Township may elect to construct the improvements at the expense of the applicant/owner.

45. All municipal utility easements shall be expressly dedicated to the Township of Voorhees.

46. As appropriate, the applicant/owner shall prepare the necessary deeds or agreements conveying such real estate, right-of-ways, easements, improvements, etc. to the Township for acceptance by Township Committee. Upon final approval and prior to the issuance of a zoning permit, such conveyances shall be done by Deed and recorded in the county clerk's office, after having been reviewed and approved by the Township Engineer and Board Solicitor.

47. The stormwater management facilities shall be constructed immediately upon the initial development of the property and completed to the extent necessary to properly manage the stormwater run-off in accordance with the parameters of the design and within the intent of the approval of the Board.

48. The fulfillment of all conditions precedent shall be reported, in writing, by the applicant to the secretary of the reviewing board granting such conditional approval, and the secretary may cause such reports to be verified in an appropriate manner.

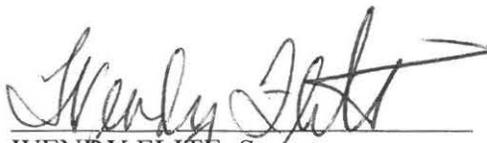
49. Only upon fulfillment of all conditions precedent shall any site plan be signed and/or any required building or zoning permit be issued.

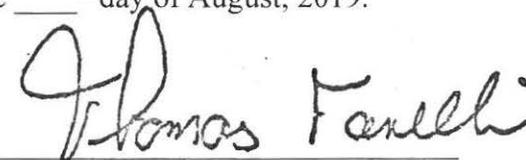
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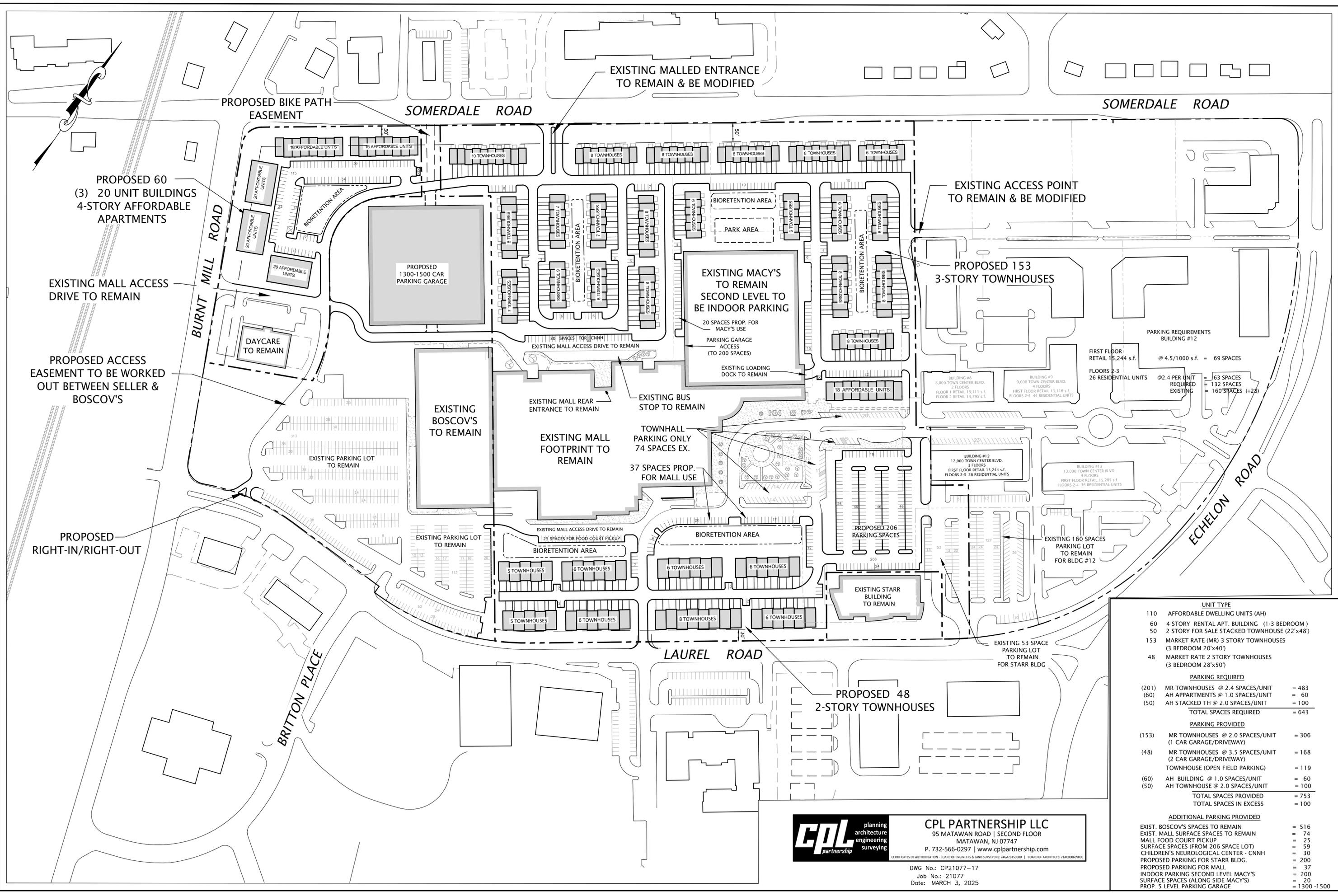
BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to the applicant, Township Clerk, Township Construction Official, Township Tax Assessor and Township Zoning Administrative Officer.

RECORD OF VOTE						
BOARD	AYE	NAY	Abstain	Absent	Motion Made By	Second
Thomas Fanelli, Chairman	X					
Mayor Michael Mignogna				X		
Andrew Schallenger, Mayor's Designee	X					X
Kelly Jo Stroemel, Vice Chairman	X					
Jason Ravitz, Committeeman				X		
Mario DiNatale				X		
Vaughn Vandegrift				X		
Anthony Nicini	X					
Stella Sytnik				X		
Subash Rashatwar	X				X	
David Kleiman				X		
Andrew Brzozowski				X		

I, Wendy Flite, Secretary of the Planning Board of the Township of Voorhees, County of Camden and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the said Board at a meeting held at the Municipal Building, 2400 Voorhees Town Center, Voorhees, New Jersey, on the ___th day of August, 2019.


 WENDY FLITE, Secretary
 VOORHEES TOWNSHIP PLANNING BOARD


 THOMAS FANELLI, Chairman



UNIT TYPE	
110	AFFORDABLE DWELLING UNITS (AH)
60	4 STORY RENTAL APT. BUILDING (1-3 BEDROOM)
50	2 STORY FOR SALE STACKED TOWNHOUSE (22'x48')
153	MARKET RATE (MR) 3 STORY TOWNHOUSES (3 BEDROOM 20'x40')
48	MARKET RATE 2 STORY TOWNHOUSES (3 BEDROOM 28'x50')
PARKING REQUIRED	
(201)	MR TOWNHOUSES @ 2.4 SPACES/UNIT = 483
(60)	AH APPARTMENTS @ 1.0 SPACES/UNIT = 60
(50)	AH STACKED TH @ 2.0 SPACES/UNIT = 100
TOTAL SPACES REQUIRED = 643	
PARKING PROVIDED	
(153)	MR TOWNHOUSES @ 2.0 SPACES/UNIT (1 CAR GARAGE/DRIVEWAY) = 306
(48)	MR TOWNHOUSES @ 3.5 SPACES/UNIT (2 CAR GARAGE/DRIVEWAY) = 168
TOWNHOUSE (OPEN FIELD PARKING) = 119	
(60)	AH BUILDING @ 1.0 SPACES/UNIT = 60
(50)	AH TOWNHOUSE @ 2.0 SPACES/UNIT = 100
TOTAL SPACES PROVIDED = 753	
TOTAL SPACES IN EXCESS = 100	
ADDITIONAL PARKING PROVIDED	
EXIST. BOSCOV'S SPACES TO REMAIN = 516	
EXIST. MALL SURFACE SPACES TO REMAIN = 74	
MALL FOOD COURT PICKUP = 25	
SURFACE SPACES (FROM 206 SPACE LOT) = 59	
CHILDREN'S NEUROLOGICAL CENTER - CNNH = 30	
PROPOSED PARKING FOR STARR BLDG. = 200	
PROPOSED PARKING FOR MALL = 37	
INDOOR PARKING SECOND LEVEL MACY'S SURFACE SPACES (ALONG SIDE MACY'S) = 20	
PROP. 5 LEVEL PARKING GARAGE = 1300-1500	

CPL planning
architecture
engineering
surveying

CPL PARTNERSHIP LLC
95 MATAWAN ROAD | SECOND FLOOR
MATAWAN, NJ 07747
P. 732-566-0297 | www.cplpartnership.com

CERTIFICATES OF AUTHORIZATION: BOARD OF ENGINEERS & LAND SURVEYORS: 246A28159000 | BOARD OF ARCHITECTS: 21AC00699000

DWG No.: CP21077-17
Job No.: 21077
Date: MARCH 3, 2025

**Developer's Agreement
by and between**

The Township of Voorhees

And

Centennial Housing Associates, LLC

**DEVELOPER’S AGREEMENT BY AND BETWEEN THE TOWNSHIP OF
VOORHEES AND CENTENNIAL HOUSING ASSOCIATES LLC AS
DEVELOPER**

THIS AGREEMENT (“Agreement”) made this _____ day of _____,

2025 by and between

The Township of Voorhees, a municipal corporation of the State of New Jersey, County of Camden, having an address of 2400 Voorhees Town Center, Voorhees, New Jersey 08043 (hereinafter the “Township”);

And

Centennial Housing Associates, LLC , having an address at P.O. Box 90708, Camden, NJ 08101 (hereinafter the “Developer”).

Collectively, the Township and the Developer shall be referred to as the “Parties.”

WHEREAS, pursuant to the Municipal Land Use Law N.J.S.A. 40:55D – et seq. (the “MLUL”), the Township’s Planning Board is obligated to prepare and adopt a Master Plan which includes a “Housing Element” in furtherance of the MLUL, the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), the New Jersey Constitution, and the mandates of the Supreme Court’s decisions in Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel, 67 N.J. 151, appeal dismissed and cert. denied, 423 U.S. 808, 96 S.Ct. 18, 46 L.Ed.2d 28 (1975) (herein referred to as Mount Laurel I) and Southern Burlington County N.A.A.C.P. v. Township of Mount Laurel, 92 N.J. 158 (1983) (herein referred to as Mount Laurel II); and

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, the 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’s

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 the “Mount Laurel Obligation”); and

WHEREAS, to regulate the Mount Laurel doctrine, the Council on Affordable Housing (“COAH”) adopted first round regulations in 1986, second round regulations in 1993 and a first iteration of third round regulations in 2004; and

WHEREAS, in 2007 the Appellate Division invalidated the first iteration of COAH’s round three regulations in In re Adoption of N.J.A.C. 5:94 and 5:95 By New Jersey Council On Affordable Housing, 390 N.J.Super. 1 (App. Div.), certif. denied, 192 N.J. 72 (2007); and

WHEREAS, in response to this decision, COAH promulgated the second iteration of round three regulations in September and October of 2008, which required municipalities to file a round three affordable housing plan for review and approval by December 31, 2008. See N.J.A.C. 5:97-1.1 et seq.; and

WHEREAS, pursuant to the Mount Laurel IV decision of the New Jersey Supreme Court of March 2015, the Township of Voorhees filed a declaratory judgment action in the Superior Court of New Jersey, Camden County, Law Division, namely In the Matter of the Township of Voorhees, Camden County, bearing Docket No. L-2533-15 (“Litigation”); and

WHEREAS, the Township and Fair Share Housing Center (“FSHC”) have tentatively negotiated a settlement whereby the Township will have an affordable housing obligation consisting of a rehabilitation obligation of nine (9) units, a prior round affordable housing obligation of 456 units and a third-round obligation, including the Gap Period of 520 units and

WHEREAS, Developer plans to develop a maximum of one hundred and twenty (120) units of affordable family housing of which 119 will be deed restricted affordable and 1 home will be for the community manager on real property owned by the 600 Centennial Dev LLC (“Owner”)

at 600 Centennial Boulevard (Block 213.01, Lot 95 & 96, Township of Voorhees, County of Camden and State of New Jersey) containing approximately 6.5 acres (“Site”); and

WHEREAS, the Township has authorized Centennial Housing Associates, LLC to be the Developer of the Project (as hereinafter defined); and

WHEREAS, the Developer has represented to the Township that it will ensure that each of the affordable units in the Project will be affordable to the region’s very low, low and moderate income households and will be creditworthy units 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 Project 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 Project 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:

ARTICLE I - PURPOSE

1.1 The purpose of this Agreement is to create a realistic opportunity for the creation of a maximum of one hundred and twenty (120) affordable family units (119 deed restricted

affordable and 1 manager's unit), affordable to low and moderate income households at the Site as more particularly set forth in Section 3.1 herein. The purpose of this Agreement is also to ensure that said units described in Section 1.1 are creditworthy and can be counted towards the Township's third round affordable housing obligation set forth above.

ARTICLE II- BASIC TERMS

2.1 **The "Site":** 600 Centennial Dev LLC is the fee simple owner of the Site. The Site consists of approximately 6.5 acres. An Affordable Housing Zoning Overlay Ordinance will be adopted to permit the affordable housing development on the Site.

2.2 **The "Project":** The Project will consist of one or more phases for a maximum of 120 family rental units affordable to very low, low and moderate income households.

ARTICLE III - DEVELOPER'S OBLIGATIONS

3.1 **Obligation To Develop Site In Accordance With Various Requirements:** The Developer will develop a maximum of a 120-unit family unit in one or more phase on the Site. The Project will consist of 120 one hundred percent (100%) affordable family rental which includes one unit which shall be for an onsite manager which will not be an affordable unit. Therefore, the Township will receive credit for 119 affordable homes. The Developer agrees, at its sole cost and expense, to develop the Site in accordance with (a) the Concept Plan attached hereto as Exhibit A; (b) the requirements of the Affordable Housing Overlay Ordinance attached as Exhibit B; (c) any developmental approvals by the Voorhees Township Planning Board; (d) any other applicable governmental approvals, (e) the requirements of all applicable building codes, rules, and regulations of all municipal, county, state and federal agencies having jurisdiction over the Project and (f) the terms and conditions of this Agreement.

3.2 Obligation To Ensure That The Site Is Suitable For The Project: The Developer will ensure that the Site is suitable for the Project in accordance with the 2025 Amended Agreement between FSHC and the Township of Voorhees, all applicable affordable housing regulations N.J.A.C. 5:93 and 5:97, the Uniform Housing Affordability Controls (“UHAC”), NJDEP regulations, and any and all other applicable rules or regulations.

3.3 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 Project. 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 Overlay Zone, which is attached hereto as Exhibit B. Developer agrees that all approvals shall be subject to full satisfaction of the terms and requirements of this Agreement.

3.4 Obligation To Provide Creditworthy Units And Maintain The Creditworthiness Of The Units: The Developer shall ensure that the Project results in the construction of one hundred twenty (120) creditworthy units, to be used by the Township in addressing its current and/or future Mount Laurel affordable housing obligations. Developer shall ensure that all units constructed on the Site shall comply and comport with all applicable regulations, including but not limited to (a) N.J.A.C. 5:93 and N.J.A.C. 5:97 or any standards that the court may require be applied, (b) the Uniform Housing Affordability Controls (“UHAC”) (N.J.A.C. 5:80-26.1 *et seq.*) regulations, (c) the 2025 Amended Agreement between FSHC and the Township of Voorhees, and (d) any such other regulations as may apply. 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.

3.5 Obligation To Bear All Expenses Associated With Creating and Maintaining Creditworthy Units. The Township shall have no financial obligations under this provision to assure the creditworthiness of the units, and all associated expenses shall be solely borne by the Developer, its successors, or assigns.

3.6 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.

3.7 Obligation to Properly Deed Restrict The Units: The Project deed restriction will be governed by N.J.A.C. 5:80-26. 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. A separate New Jersey and Housing Mortgage Finance Agency deed restriction implementing the aforesaid shall be recorded against the Project prior to the issuance of a Certificate of Occupancy for the first unit. The Developer will cause its in-house compliance staff and counsel to work with the Township’s special Mount Laurel counsel, to ensure that the deed restriction satisfies all applicable COAH and UHAC regulation requirements or such other requirements as a court may impose. Developer shall cause the deed restriction, along with this Agreement, to be recorded with Camden County. The Developer shall be responsible for all costs associated with retaining an Administrative Agent in conjunction with this Project 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.

3.8 Obligation to Provide Infrastructure and Other Improvements: Developer will design and construct all infrastructure and other improvements necessitated by the Project in a workmanlike manner and in accordance with all applicable laws and regulations, as well as the requirements of the Overlay Zone 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. The Developer agrees that it is solely responsible to undertake the appropriate measure 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 Project as provided by this Agreement.

3.9 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 substantially in the form attached hereto as Exhibit C (hereinafter "PILOT"), providing for 6.28% of the Project'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 Project.

3.10 Obligation To Obtain A Certificate of Completion: The Developer shall be responsible to obtain, from the Township, a Certificate of Completion as set forth *infra* in Section 4.5.

3.11 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 in accordance with applicable Federal, State, and local laws for a minimum of thirty (30) years and maintain the Mount Laurel creditworthiness of the units pursuant to N.J.A.C. 5:80-26.11 including but not limited to at least 8 very low-income units . In the event of any breach of this continuing responsibility, the Township shall have all remedies available in equity and law.

3.12 Materials: Developer represents to the Township that materials and equipment utilized in the construction of the Project shall be of good quality and of the quality for housing of a similar nature unless otherwise permitted or required by the housing plans or housing specifications, and shall comply with all applicable federal, state and local laws. Work not conforming to these requirements of the Code may be considered defective by the Township

3.13 Acquisition and Financing Contingency. Notwithstanding anything to the contrary in this Agreement, this Agreement is contingent upon (a) Developer obtaining financing for Developer's acquisition and construction of the Project (the "Financing") and (b) Developer's acquisition of title to the Site

3.14 Insurance:

(a) Liability Insurance. Developer shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the construction

of the Project, whether arising from actions of itself or by any subcontractor or by anyone directly or indirectly employed or engaged by of them or by anyone for whose acts of them may be liable.

(i) claims under workers' or workmen's compensation, disability benefit, and other similar employee benefit acts;

(ii) claims for damages due to bodily injury, occupational sickness or disease, or death of its employees;

(iii) claims for damages due to bodily injury, sickness or disease, or death of any person other than is employees;

(iv) claims for damages, insured by usual personal injury liability coverage, which are sustained: (1) by any person as a result of an offence directly or indirectly related to the employment of such person by Developer, and (2) by any other person;

(v) claims for damages, other than to the construction of the Project, because of injury to or destruction of property, including loss of use therefrom; and

(vi) claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.

The liability insurance set forth above shall be written for not less than \$1,000,000 per person and \$2,000,000 per occurrence, or in such greater amounts as may be required by law. A certificate of insurance for this coverage naming the Township as an additional insured shall be filed with the Township prior to the commencement of any work on the Project. The certificate of insurance shall contain a provision that coverages afforded under the policy or policies will not

be cancelled until at least thirty (30) days prior written notice has been given to the Township.

(b) Property Insurance. Developer shall purchase and at all times maintain property insurance for the Project to the full insurable value thereof. Such insurance shall insure against the perils of fire and extended coverage and shall include “all risk” insurance for physical loss or damage including without duplication of coverage, theft, vandalism, and malicious mischief. Developer shall file a copy of all policies with the Township prior to commencement of construction of the Project.

(c) Insurance for Environmental Hazards. Developer shall purchase and at all times maintain insurance for environmental hazards in amounts and terms agreeable between the parties.

(d) Builder’s Risk Insurance. During the entire period of construction (deemed to be from the first commencement of any site work up to and through the issuance of the Certificate of Occupancy) Developer shall purchase and at all times maintain effect adequate builder’s risk insurance policies for the Project, to the full insurable value thereof. Such builder’s risk policies shall provide the broadest coverage permitted in the State of New Jersey. Developer shall file a true copy of the builder’s risk policy or a certificate of insurance thereof with the Township prior to commencement of construction of the Project.

ARTICLE IV - OBLIGATIONS OF THE TOWNSHIP

4.1 Obligation Of Township To Appoint Centennial Housing Associates LLC As The Developer Of The Site: Centennial Housing Associates LLC LLC is hereby designated as Developer of the Site and shall have the exclusive right to develop and implement the Project in

accordance with the terms and conditions of this Agreement. Developer may not assign or transfer these rights or responsibilities without the prior written authorization of the Township.

4.2 Obligation to Provide A PILOT: Subject to appropriate notice to the public and the public's opportunity to be heard, and consistent with Section 3.9 of this Agreement, the Township shall execute an Agreement for Payment in Lieu of Taxes substantially in the form attached hereto as Exhibit C.

4.3 Local Fee Waivers: The Township shall reasonably consider a request to be made by the Developer to contribute the Township-controlled Inspection Fee, Building Permit Fees and Recreation Fee (if applicable) in furtherance of achieving a tax credit allocation for the Project. Specifically, the contribution of said fees is limited to the cost of Township's "in-house personnel" and municipal permit fees. Any fees or costs associated with inspections, reviews undertaken or permits by outside professionals, consultants, or contractors to the Township will be paid by the Developer. The Parties will cooperate to determine the value of such contributions set forth in this Section.

4.4 Obligation To Assist Developer In Pursuing Tax Credits. The Township shall adopt resolutions (including but not limited to a Resolution of Need) and take other appropriate actions to provide the support required to facilitate Developer's efforts to secure the funding from non-municipal sources necessary to assist the economic feasibility of the Project. 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 entered into a PILOT consistent with this Agreement. The Township shall consider a request by Developer for the Township to provide financing to the Project if deemed warranted.

4.5 Obligation To Provide A Certificate Of Completion Upon Satisfaction Of Responsibilities. The Township shall issue a certificate (“Certificate of Completion”) in recordable form to Developer upon (i) the completion of the construction of the Project and satisfaction of its responsibilities under this Agreement, (ii) the obtaining of a Certificate of Occupancy, temporary or permanent, and proof that all labor, services, materials and supplies used in connection thereto have been paid for (or, if disputed, bonded for), and (iii) the issuance of an appropriate certification from an architect in a form deemed acceptable to the appropriate Township professional that the Project has been completed.

4.6 Planning Board Contingency: This Agreement is contingent upon Developer securing Planning Board approvals for the construction of one hundred and twenty (120) affordable family units.

4.7 Obligation to Provide Evidence of inclusion of the Project in the Court Approved Fair Share Housing Plan. The Township shall provide such documentation as reasonably requested by the Developer to demonstrate in its funding applications that the Project has or will be included in the Township’s Fair Share Housing Plan as endorsed by a court of competent jurisdiction. In the event the Project is not part of the Township’s court approved Fair Share Housing Plan, either party shall have the unconditional right to terminate this Agreement, and the Parties shall have no further liability towards each other and any Resolutions or Agreements in furtherance of this Developer’s Agreement shall be deemed null and void

4.8 Obligation to Cooperate with the Developer to close on the construction and permanent financing. The Township shall provide such documentation as reasonably requested by the Developer in order to effectuate the financial closings necessary to construct

the Project and upon completion to put in place the permanent financing. This documentation shall include but not be limited to providing estoppel certificates evidencing that the Developer is in good standing with respect to its performance in accordance with the terms of this Agreement.

4.9 **Tax Credits.** The Parties acknowledge that the Township does not guarantee or make any assurance, representation or warranty concerning the availability of low-income housing federal tax credits and New Jersey Economic Development Authority state tax credits under the Aspire Program being allocated to this Project or Developer's ability to obtain the same. The Township will cooperate with Developer in securing any such tax credits or other non-Township sources of funding that may be available to Developer for the Project, at no cost to the Township, and without the Township lending its credit or otherwise incurring any obligation with respect to the tax credits or other funding.

ARTICLE V – COURT APPROVAL OF AGREEMENT

5.1 **Court Approval of the Agreement:** To the extent required, within 180 days of the execution of this Agreement by all Parties, and as may be extended by the Township, the Parties shall seek Court approval of same via an Order entered into by the Court after a properly noticed Fairness Hearing.

ARTICLE VI – AFFORDABLE HOUSING CREDITS

6.1 **Application Of Affordable Housing Credits:** The Parties agree that the Township, subject to approval by the Court, shall be permitted to count the affordable housing

units contemplated by this Agreement towards its Fourth Round and Prior Round Affordable Housing obligations.

The Township shall not be able under any circumstances to seek affordable housing credits from these units unless and until there is a firm and irrevocable commitment for all necessary sources of financing for the Project from public and private sources. The Township can demonstrate this firm and irrevocable commitment through Developer's demonstration that it has secured all requisite funding. Developer agrees to supply the Township all documents that may be reasonably necessary to show that it has secured the requisite funding.

6.2 **Rental Bonuses:** The Parties shall cooperate to the extent required to secure any rental bonus credits that the Court may deem allocable to the Project.

ARTICLE VII- COOPERATION AND COMPLIANCE

7.1 **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. The Township's obligation to cooperate shall be further conditioned upon the Developer paying and maintaining current real estate taxes and ultimately the PILOT.

7.2 **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

ARTICLE VIII – REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following warranties and representations, knowing, acknowledging and intending that the Township is relying upon such representations and warranties in executing this agreement, as follows:

8.1 **Authority:** Developer hereby represents that it has the power and authorization to enter into this Agreement, consummate the transactions contemplated hereby, and perform their respective obligations hereunder.

8.2 **Intentionally omitted.**

8.3 **Purpose of Project.** Developer warrants and represents that it will construct exclusively 120 qualified units of low- and moderate-income housing in order to satisfy 120 units of the Township's fourth round affordable housing obligations.

8.4 **Binding.** The Developer covenants that this Agreement constitutes the legal, valid and binding obligation of it, enforceable in accordance with the terms hereof.

8.5 **Financial Condition.** Developer represents that it and each of its affiliates and affiliated corporations is not now, nor in the past, has been declared or adjudicated as bankrupt or is currently insolvent, and it has the financial ability and wherewithal to proceed with the approval process and with the Project as herein described.

8.6 **Disclosure.** As of the execution of this Agreement there is no fact known to Developer which materially affects or is anticipated to materially affect Developer's ability to construct and complete the Project.

8.7 Use of Construction/Permanent Financing Funds. Developer warrants and covenants that all proceeds issued by the construction or permanent financing lender shall be used exclusively for or in connection with the Project.

ARTICLE IX – NOTICES

9.1 **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 or 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, email 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: **Centennial Housing Associates, LLC**
P.O. Box 90708
Camden, NJ 08101
Attention: Nicholas J. Cangelosi, Vice President
E-Mail: ncangelosi@tmo.com

WITH COPIES TO: **Arthur M. Brown, Esquire**
Levine, Staller, Sklar, Chan & Brown, P.A.
3030 Atlantic Avenue
Atlantic City, NJ 08401
E-Mail: abrown@levinestaller.com

TO THE TOWNSHIP OF VOORHEES:
2400 Voorhees Town Center
Voorhees, New Jersey 08043
Attn: Dee Ober, Township Clerk
E-Mail: clerk@voorheesnj.com

WITH COPIES TO:

Wade, Long, Wood & Long, LLC
1250 Chews Landing Road
Laurel Springs, NJ 08021
Attn: Christopher Long Jr. Esquire
E-Mail: clong@wlwklaw.net

-and-

John Palm Law Office LLC
200 Haddonfield-Berlin Rd Suite 101
Gibbsboro, New Jersey 08026
Attn: John Palm
E-Mail: jpalm@johnpallmlaw.com

Notices may be given by a party's attorney to the other party. 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.

ARTICLE X – MISCELLANEOUS

10.1 **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.

10.2 **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.

10.3 **Governing Law:** This Agreement shall be governed by and construed by the laws of the State of New Jersey.

10.4 **No Modification:** This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties.

10.5 **Recording:** It is intended that this Agreement will be recorded in the Clerk's Office of Camden County by the Developer. Recordation of this Agreement shall not occur until the closing of the Title between the Developer and the Owner of the Site.

10.6 **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.

10.7 **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.

10.8 **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.

10.9 **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.

10.10 **Commissions.** Each party represents and warrants to the other that it has done nothing which would entitle any person to a brokerage commission, finder's fee, or other compensation by reason of negotiation or execution of this Agreement or the grant of any interest in property herein described; and each party hereby agrees to indemnify and hold the other harmless against and from claims for such commission, fee, or compensation based upon the action by such party.

10.11 **Attorney's Fees.** Except as otherwise provided herein, the Township and Developer acknowledge and agree that in the event of any dispute between the Parties with respect to the subject matter of this Agreement, each party in any such action shall be responsible for its own costs and expenses as well as its attorney's fees.

10.12 **Captions.** Marginal captions and titles to this Agreement are for convenience and reference only and are in no way to be construed as defining, limiting, or modifying the scope or intent of the various provisions of this Agreement.

10.13 **Validity.** If any provision of this Agreement shall be held to be invalid, void, or unenforceable, the Parties shall, within thirty (30) days of such determination, agree to reconstruct this Agreement so as to carry out the intent of this Agreement and to keep each of the Parties in the same relative position. In the event the Parties are unable to so agree, the remaining provisions hereof shall in no way be affected or impaired, and such remaining provisions shall remain in full force and effect.

10.14 Except as specifically stated in this Agreement to the contrary, the terms of this Agreement shall merge into the Declaration upon the recording thereof, but only to the extent the Declaration include the term hereof, and all terms and conditions hereof which are not included in the Declaration shall survive the recording thereof.

10.15 **No Partnership.** Nothing in this Agreement shall create a partnership or joint venture between the Parties and, except as herein expressly provided to the contrary the Parties expressly disclaim and waive any right to share in each other's profits or losses and any right to act by or on behalf of each other.

10.16 **Waiver.** Unless otherwise expressly specified herein, failure to enforce any of the provisions of this Agreement by any of the Parties shall not be construed as a waiver of these provisions.

10.17 **Recording.** This Agreement shall not be lodged for recording in any public recording office in the State of New Jersey, provided, however, that a short form memorandum hereof, duly executed and acknowledged by the Parties hereto, may be recorded by either party at the expense of such party. After the Declaration provided for in this Agreement has been duly recorded, the recorded memorandum hereof (if any) may be removed of record, provided, however, that the same shall not be deemed to discharge, relinquish, release or otherwise affect the on-going obligations and covenants of the Parties hereunder, which shall be deemed to remain in full force and effect.

10.18 **Consents.** Whenever this Agreement requires the consent of the other party for action to be taken by the party wishing to act, such consent shall not be unreasonably withheld. Both Parties agree to act reasonably relative to their performance hereunder.

ARTICLE XI – TOWNSHIP TERMINATION RIGHTS

11.1 **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, notwithstanding the occurrence of an uncontrollable circumstance or an event of default described below, if Developer has not commenced construction of the Project within five years of the approval of this Agreement by the Court, unless 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.

ARTICLE XII - EVENTS OF DEFAULT AND REMEDIES

12.1 **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:

(a) 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.

(b) The Developer shall have applied for or consented to 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.

(c) The Developer shall fail to satisfy its obligations with respect to the timely construction of the Project 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.

(d) 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.

(e) The Developer or any successor Developer shall fail to pay any real estate taxes as required by the PILOT Agreement or assessments with respect to the Site.

(f) The occurrence of any action or inaction by the Developer which nullifies, terminates, delays or endangers compliance for any of the residential units within the Project or the Township's entitlement to credits and rental bonuses for all of the 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.

(g) The Developer shall not implement a Transfer of the Project without the prior written consent of the Township, which consent shall not be unreasonably withheld.

12.2 Remedies Upon Event of Default:

(a) 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 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.

(b) Additional Remedies 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:

(i) Suspension of cooperation with Developer pursuant to the terms of this Agreement;

(ii) Suspension of the review and/or approval process of any application or submission related to any Governmental Approvals;

(b) 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 Project shall in that event automatically terminate.

12.3 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.

12.4 **Termination by Developer due to Infeasibility:** Upon sixty (60) day notice by the Developer to the Township, the Developer may terminate this Agreement due to its reasonable determination that the Project is not feasible. The Developer shall make such a determination if despite its best efforts the following conditions exist:

a) That the Developer despite its best efforts and cooperation by the Township cannot obtain necessary funding sources to complete the Project(s) as contemplated in this Agreement;

b) That environmental or other Site conditions are discovered that render Project completion infeasible;

c) The costs and time of prevailing in a legal action challenging the granting of approvals necessary for the implementation of the Project become prohibitive.

In the event that the Developer issues to the Township a notice that the Project is infeasible, the Parties shall cooperate in good faith to secure additional funding or to remedy the condition that renders the Project infeasible during the notice period (or such extension as agreed to by the Developer). In the event that after such period, the Project remains infeasible, this Agreement shall terminate and each party shall have no further obligations to the other in connection with this Agreement.

ARTICLE XIII - EXHIBITS AND SCHEDULES

13.1 **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.

ARTICLE XIV - ENTIRE AGREEMENT

14.1 **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.

ARTICLE XV - CONFLICT OF INTEREST

15.1 **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.

ARTICLE XVI - INDEMNIFICATION

16.1 Developer shall indemnify, defend and hold harmless the Township, its officials, agents, attorneys and representatives harmless from any claims, lawsuits, judgments or other losses for personal injury, death or other casualty, losses, arising directly or indirectly, in connection with the construction or operation of the Project.

ARTICLE XVII - EFFECTIVE DATE

17.1 **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.

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 ____ day of _____, 2025.

Witness/Attest:

Centennial Housing Associates, LLC

By: _____

Dated: _____, 2025

Witness/Attest:

Township of Voorhees

By: _____
Mayor Michael R. Mignogna

Dated: _____, 2025

EXHIBIT A

Concept Plan

A0.1 | SITE PLAN



1 SITE PLAN



600 CENTENNIAL BOULEVARD
VOORHEES TOWNSHIP, NEW JERSEY
urbanpractice
DATE: 3/19/05 UP: 25002



A0.2 | BREEZEWAY ELEVATIONS



1 REAR ELEVATION
SCALE 1/16" = 1'-0"



2 FRONT ELEVATION
SCALE 1/16" = 1'-0"

600 CENTENNIAL BOULEVARD
VOORHEES TOWNSHIP, NEW JERSEY
urbanpractice
DATE: 01/11/15 UP: 25022


Michaels
COMMUNITIES THAT lift LIVES

A0.3 | BREEZEWAY ELEVATIONS



1 REAR ELEVATION

SCALE: 5/16" = 1'-0"



2 FRONT ELEVATION

SCALE: 1/16" = 1'-0"

600 CENTENNIAL BOULEVARD

VOORHEES TOWNSHIP, NEW JERSEY

urbanpractice

DATE: 3/19/25 LP: 25022

Michaels
COMMUNITIES THAT lift LIVES

A0.4 | CLUBHOUSE ELEVATIONS



1 FRONT ELEVATION
SCALE: 1/16" = 1'-0"



2 REAR ELEVATION
SCALE: 1/16" = 1'-0"



3 LEFT ELEVATION
SCALE: 1/16" = 1'-0"



4 RIGHT ELEVATION
SCALE: 1/16" = 1'-0"

600 CENTENNIAL BOULEVARD
VOORHEES TOWNSHIP, NEW JERSEY

urbanpractice

DATE: 3/7/15 UP: 2/20/17


Michael's
COMMUNITIES THAT LIVE

EXHIBIT B

Overlay Zone

ORDINANCE NO. 0-25-_____

AN ORDINANCE OF THE TOWNSHIP OF VOORHEES AMENDING CHAPTER 152: ZONING DISTRICTS TO ADD SECTION 152.191 TO 152.194 ENTITLED AFFORDABLE HOUSING DISTRICT III (AH-III) OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF VOORHEES

BE HEREBY ORDAINED by the Township Committee of the Township of Voorhees that Chapter 152.191 through 152.194 entitled Affordable Housing District III (AH-III) be added to Chapter 152 Zoning Districts of the Township of Voorhees Uniform Land Development Ordinance. Said addition would be included as follows:

§152.191 Purpose and Intent

The purpose and intent of the AH-III District is to provide for the development of a 100% affordable project not to exceed 120 multifamily units.

§152.192 Permitted Uses

(A) Principal Uses: Multi-family dwellings, townhouses, stacked townhouses.

(B) Accessory uses:

- (1) Recreational facilities including club house, outdoor recreation, tot lot, playground.
- (2) Off-street parking facilities.
- (3) Utility structures.
- (4) Maintenance facilities.

§152.193 Conditional Uses

(A) Principal Uses: Telecommunications

§152.194 Area and Bulk Requirements

(A) Ownership and control: The tract shall be under one ownership or control by the applicant for purposes of obtaining all required development approvals and committing the tract to the regulations of the AH-III District.

(B) Maximum tract density: 18.5 dwelling units per gross acre (prior to any required dedication of lands) but not to exceed a total of 120 residential units.

(C) Minimum tract area: 6 acres (prior to any required dedication of lands).

(D) Minimum tract frontage: 320 linear feet.

(E) Minimum Setback Requirements - Principal:

Front yard setback (Centennial Boulevard) = 40 feet.

Side yard setback = 15 feet

Rear yard setback = 40 feet

(F) Minimum Setback Requirements - Accessory:

No accessory buildings permitted in front yard.

Side yard setback = 15 feet

Rear yard setback = 15 feet

(G) Minimum buffer of 15 feet within the setback area shall be maintained along rear yard of the property and 10 feet on the sides of the property.

(H) Minimum Distance between buildings: 15 feet.

(I) Maximum number of units per building: Maximum of 24 units per building.

(J) Maximum Height: 3 story/ 50 feet

(K) Maximum Impervious Coverage: 70% of the entire tract area.

(L) Maximum building coverage: 30% of the entire tract area.

(M) Minimum Open Space requirement: A minimum of 20% of gross tract shall be open space which may include, but is not be limited to, passive recreation areas, active recreation areas, natural or planted buffer, and any other similar pervious areas. Open space on the tract may be maintained by the owner, a tenant association, or condominium association.

(N) Minimum parking requirements. Parking spaces shall be provided in accordance with the requirements of the New Jersey Residential Site Improvement Standards (RSIS). Garden apartment ratios shall be utilized in determining the minimum required number of off-street parking spaces. Off-street parking spaces may be provided in surface parking lots or as garages.

(O) Minimum residential bike storage spaces shall be 0.25 bike storage space for every 1 dwelling unit. Where outdoor bike parking is proposed, bike parking must be convenient and accessible to a main building entry and street access.

(P) Relationships to other sections this chapter. Where the regulations of the AH-III Zone conflict with any other regulations of this chapter, the regulations contained within this section for the AH-III Zone shall apply.

§152.195 Zone specific design standards

(A) *Lighting.* No light fixture, whether pole or wall mounted, shall be greater than 18 feet in height. All lighting shall be shielded to prevent glare for drivers and pedestrians. The maximum illumination at the common property line with adjacent properties shall not exceed 0.2 footcandle.

(1) *Parking Area lighting:* All parking areas for five or more motor vehicles shall be illuminated with approved exterior lighting standards, with a minimum of 0.5 horizontal footcandle average lighting level at the surface of the lot.

(B) *Landscaping:* All public street frontages and project entrance drives shall be planted with approved street trees spaced a maximum of 50 feet apart. Street trees shall not be planted at less than five feet from existing or planned sidewalks.

(1) *Landscaped Buffer:* A 15-foot-wide landscaped buffer comprised of lawn, massed evergreen and deciduous trees, and shrubs of such species and density as to provide a year-round solid and continuous screen within two seasons of planting shall be provided along Centennial Boulevard.

(2) *Interior Parking Lot Landscaping:* In parking areas of more than 10 spaces, at least 5% of the parking area shall be landscaped with 1.5 trees installed for each 10 parking spaces. The landscaping should be located in protected areas, such as along walkways, center islands, and at the end of bays. In narrow islands, low spreading plants such as creeping juniper and pachysandra are appropriate.

(3) *Foundation Planting:* Low growing evergreen shrubs with strong winter forms shall be considered as foundation plantings.

(4) Conifers shall be between eight and 12 foot in height at time of planting. Deciduous trees shall be a minimum of three inches in caliper and shall meet the minimum standards set by the American Nurseryman's Association.

(5) All landscaping shall be guaranteed for two years.

(C) *Building façades.* The façade of the structures shall be varied in such a manner that no more than two townhouses and no more than four garden apartments shall share the same façade at the building line without a 1' horizontal break. Façades shall be uniform architecturally and shall not consist of disparate materials. The material and design elements

used on the front or primary facades shall be replicated on any side or rear elevation visible to the general public from rights-of-way or adjacent properties.

(D) *Signage:* A sign identifying a multi-family residential development shall not exceed 32 square feet and shall be limited to one sign per street frontage and shall not be located within the sight triangle of any intersection or access drive with a public street.

(E) *Laundry Facilities:* Adequate laundry facilities for clothing shall be provided within each structure sufficient to serve its occupants, unless such facilities are individually provided for each dwelling unit.

(F) *Storage:* Each unit should have a minimum of 25 square feet of storage space included within each unit's floor plan.

(G) *Pedestrian circulation:* A pedestrian circulation system shall be provided which connects parking areas, dwellings, and recreational facilities in a coherent and comprehensive pattern. The pedestrian walkway shall be adequately illuminated at night and be surfaced with a durable, dustless, all-weather material a minimum width of five feet.

(H) *Trash enclosures:* Trash enclosures shall be provided such that no disposal area is greater than 350 feet from the entrance of any dwelling unit unless individual trash storage areas are provided for each dwelling unit. Trash and recycling pick-up may only occur on weekdays between the hours of 7:00 a.m. and 10:00 p.m. unless otherwise regulated by any State or Federal regulations. Trash enclosures shall be visually screened with evergreen plantings or solid fence enclosure. A vegetative buffer equal to or greater than the height of the refuse storage receptacles at planting shall be provided. Gates shall be provided for trash enclosures and shall be able to be secured in a closed and open position. The refuse holding area shall provide and shall be suitably lit, signed, screened from view, and set back from property lines. Provisions for the collection, disposition, and recycling of waste shall be incorporated into a Refuse and Recycling plan. This shall include standards for waste and recycling during the construction phase.

(I) *Utilities:* All utilities servicing the development shall be located underground. Any above ground mechanical units on roofs or at ground level shall be adequately screened by walls, fences, or dense evergreen landscaping.

(J) *Support facilities:* Stormwater management facilities (basins, outfalls, etc.) and potential engineering facilities (sewage pump station, etc.) shall be allowed to encroach into the required setbacks, buffers and open space areas. Detention basins and other stormwater management facilities shall be screened with planting and berms.

(K) *Parking requirements:* Non-accessible parking space dimensions shall be a minimum of 9'x18' with a minimum drive aisle width of 24'. Adequate loading areas shall be provided for all residential service needs (trash removal, move-in/move-out, etc.). Loading areas shall be buffered from view of all streets and adjacent uses by a sight-obscuring fence or masonry wall and a planted evergreen buffer consisting of massed evergreen trees and shrubs.

(M) *Tree replacement:* Projects within the AH-III District shall not be required to adhere to the Township's tree replacement requirements due to the beneficial nature of the intended affordable housing.

(N) *Bedroom Distribution:* The income and bedroom distribution shall be provided in accordance with N.J.A.C. 5:80-26.3.

EXHIBIT C

Agreement for Payment In Lieu of Taxes

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT, made this day of __, 2025, between Centennial Housing Associates, LLC having an office at 2 Cooper Street, Camden, New Jersey 08101 (hereinafter the "Sponsor") and the Township of Voorhees, a municipal corporation in the County of Camden and State of New Jersey (hereinafter the "Municipality").

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made 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.) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated _____, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on those parcels of land located in the Township of Voorhees located at 600 Centennial Boulevard also known as Block 213.01, Lot 95 and 96 on the Official Assessment Map of the Township of Voorhees ("Property").

3. The Sponsor is the contract purchaser of the real property set forth in Section 2 upon which the Sponsor proposes to construct one-hundred and nineteen rental units for very low, low, and moderate income families and one (1) rental unit for an on-site manager for a total of 120 units pursuant to HMFA Law ("Project").

4. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter and so long as the Sponsor or its successors and assigns and the Project provide very low, low, and moderate income housing in accordance with HMFA Law. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

5. Pursuant to HMFA Law, the Municipality is authorized to grant a tax exemption to a project which meets or will meet an existing affordable housing need in the Municipality, provided that the Municipality makes said determination by means of a resolution and that in lieu of taxes, the Sponsor pays the Municipality an annual service charge for municipal services supplied to such project.

6. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

(1) From the date of the execution of the Agency Mortgage until the date of Substantial Completion of the Project, the Sponsor shall make payment to the Municipality in the amount equal to the current real estate taxes (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). The minimum payment shall be \$50,000. ("Minimum Annual Payment") As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all of the units in the Project.

(2) From the date of Substantial Completion of the Project and for the remaining term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues or \$50,000.00 per year ("Minimum Annual Payment"), whichever is greater.

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage or the Minimum Annual Payment, whichever is greater.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge or other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 7 below.

(e) In each year during the term hereof, the Minimum Annual Payment will be increased as follows commencing on the first anniversary of the first full year after the Date of Completion of the Project: the prior year's Project Revenues shall be multiplied by 15% and that product shall then be multiplied by 5.0% and the amount by which that product shall exceed the prior year's Minimum Annual Payment shall then be added to the prior year's Minimum Annual

Payment (the "New Minimum Annual Payment"). Provided, however, in resetting New Minimum Annual Payment, annually in no case may the New Minimum Annual Payment ever exceed the actual Project Revenue for the prior year utilizing a vacancy allowance of ten (10%) percent in place of the allowance used in Exhibit "A" attached hereto.

7. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 6.28 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality shall give notice to the Sponsor and NJHMFA in the manner set forth in 11(a) below, prior to any legal action being taken.

8. Notwithstanding any other provisions herein to the contrary, the tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency and only so long as the Sponsor or its successors and assigns and the Project provide very low, low, and moderate income housing in accordance with HMFA Law, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force

and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and assumes the Agency Mortgage.

9. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed in the same fashion as any other real property in the Municipality in accordance with the law.

10. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

11. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to 2 Cooper Street, Camden, New Jersey 08101 or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the Township of Voorhees, 2400 Voorhees Town Center, Voorhees, New Jersey 08043 or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

12. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

13. Sponsor and Municipality understand that Municipality may retain the entirety of Sponsor's payment in lieu of taxes, and that the HMFA Law does not require Municipality to remit a portion of Sponsor's payment to Camden County. In the event Municipality is legally required to remit a portion of Sponsor's payment to Camden County, Sponsor shall reimburse Municipality for any such payments to Camden County. Sponsor shall remit such payment to the Municipality at the end of each quarter.

14. It is agreed and understood that subject to the terms and provisions of Paragraph 8

above, the Sponsor agrees that it shall not sell or transfer the Project together with the improvements to be located thereon, to any corporation, association or entity, unless such corporation, association or entity continues to provide low and moderate income housing in accordance with HMFA Law, without first obtaining the prior written consent of the Municipality, provided, however, that any transfer or syndication of interests in the Sponsor shall not be deemed to constitute a sale or transfer of the Project. The parties hereto understand and agree that current HMFA Law requires that the Project will provide low and moderate income housing for a period not to exceed thirty (30) years from Substantial Completion.

15. Notwithstanding any provision herein to the contrary, the Sponsor shall pay the fully assessed value of the land as it is assessed under applicable law in addition to all other payments set forth herein.

16. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of the Agreement by each party hereto.

WITNESS

Centennial Housing Associates, LLC
By: Centennial Housing Associates-Michaels
Its Managing Member

By: _____
Nicholas J. Cangelosi, Vice President

ATTEST:

TOWNSHIP OF VOORHEES

Name:
Title:

By: _____
Name: Michael R. Mignogna
Title: Mayor

EXHIBIT "A"

REVENUE PROJECTIONS

600 Centennial
Agreement for Payment in Lieu of Taxes

Projected Annual Gross Rents	\$1,768,692
Proforma Vacancy at 7%	(\$123,808)
Projected Annual Utility Costs	(\$126,200)
Project Revenues	\$1,518,684
Payment in Lieu Percentage	6.28%
Annual Projected Payment in Lieu Amount	\$95,373

600 Centennial

Estimated Annual Payments in Lieu of Taxes

	Estimated PILOT Payment
Year 1	\$ 95,373
Year 2	\$ 97,281
Year 3	\$ 99,226
Year 4	\$ 101,211
Year 5	\$ 103,235
Year 6	\$ 105,300
Year 7	\$ 107,406
Year 8	\$ 109,554
Year 9	\$ 111,745
Year 10	\$ 113,980
Year 11	\$ 116,260
Year 12	\$ 118,585
Year 13	\$ 120,956
Year 14	\$ 123,376
Year 15	\$ 125,843
Year 16	\$ 128,360
Year 17	\$ 130,927
Year 18	\$ 133,546
Year 19	\$ 136,217
Year 20	\$ 138,941
Year 21	\$ 141,720
Year 22	\$ 144,554
Year 23	\$ 147,445
Year 24	\$ 150,394
Year 25	\$ 153,402
Year 26	\$ 156,470
Year 27	\$ 159,599
Year 28	\$ 162,791
Year 29	\$ 166,047
Year 30	\$ 169,368



21 East Euclid Avenue, Suite 200, Haddonfield, NJ 08033
Office: 856.354.2100 | Fax: 856.354.6230

June 5, 2025

Via Email ross@poselmanagement.com

Mr. Ross Goldberg
Posel Voorhees LLC
212 Walnut Street
Philadelphia, Pennsylvania 19106-3994

Re: Laurel Oak Road, Voorhees, New Jersey

Dear Mr. Goldberg:

Please accept this letter as an expression of our interest to purchase the approximately 3.5-acre property Posel Voorhees LLC (“Seller”) owns at Laurel Oak Road, more particularly described in this letter. The purchaser of the Premises will be a single purpose entity formed by the Walters Group (“WG”) for the purpose of owning, developing, and managing the Project on the Premises (as those terms are defined below).

As you are aware, we have been working with Voorhees Township in connection with their constitutional obligation to provide their fair share of affordable housing. The Township is committed to this property and is in the process of including it in their Fair Share Plan which is to be completed prior to June 30th in accordance with applicable law.

Please accept the following as some of the material terms and conditions under which WG proposes to enter into an Agreement of Purchase and Sale (the “PSA”):

1. Premises. The “Premises” to be purchased consists of approximately 3.5 acres (+/-) is located on Laurel Road, Voorhees, New Jersey and identified as a portion of Lot 7, Block 198 as outlined on the attached plan. The Premises is a portion of a condominium and will be conveyed as all or a portion of a condominium unit (together with an undivided interest in the common elements of the condominium) or will be subdivided out of the condominium. The PSA will more specifically describe the method of creating and conveying title to the Premises. The Premises will include any easements and other rights associated with the Premises, including but not limited to access to the common parking field identified on the Concept Plan (defined below and attached to this LOI).
2. Purchase Price. The purchase price for the Premises, to be paid at closing of title (other than nonrefundable deposits), shall be [REDACTED]

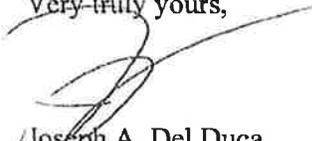
3. Project. The Project to be constructed on the Premises shall be an approximately 60-unit rental affordable housing apartment community together with all on and off-site improvements that are necessary to service the community. The community will be part of the Township's affordable housing Fair Share Plan. The Project is currently expected to conform generally to the Concept Plan attached to this LOI. Any changes to the Concept Plan attached to the PSA will be subject to Seller's approval, which will not be unreasonably withheld, conditioned or delayed.
4. Inspection Period. The Agreement will be subject to an Inspection Period of 90 days during which WG shall have the right to inspect the Premises and perform such tests and studies as WG deems appropriate. If for any reason, or no reason at all, WG is dissatisfied with its inspection then WG shall have the right to cancel the PSA with a return of the deposit and the PSA will terminate. As more specifically to be set forth in the PSA, WG shall provide adequate insurance coverage before entering onto the Premises and will provide standard indemnification to the Seller and the condominium association.
5. Deposit. WG will pay an "Initial Deposit" of [REDACTED] upon signing the PSA. The Initial Deposit will be nonrefundable upon expiration of the Inspection Period so long as the WG has not cancelled the PSA and Seller is not in default of the PSA. The "Second Deposit" (as referenced below) shall be nonrefundable except in the event Seller is in default of the PSA.
6. Closing. Closing will occur on or before December 31, 2026; however, if all Contingencies have not been met and WG is not in default of the PSA, WG shall have the right to extend closing for a period of up to 6 months upon payment of the Second Deposit in the amount of [REDACTED]. In such event closing will be no later than June 30, 2027, unless the parties otherwise agree in writing.
7. PSA. This letter is intended to be an expression of interest to purchase the Premises and is not legally binding on any party (except with respect to the confidentiality requirements set forth below) and creates no rights or obligations. It is intended that the parties will be bound by a Purchase and Sale Agreement ("PSA") if signed that will contain the terms and conditions set forth above as well as any other material terms and conditions acceptable to all parties.
8. Title. Title to the Premises shall be good and marketable subject to permitted encumbrances, including the terms of the master deed and other condominium documents, all to be more specifically described in the PSA.
9. Contingencies. The closing of title shall be contingent upon the following "Contingencies":

Mr. Ross Goldberg
Posel Vorhees LLC
Page 3
June 5, 2025

- a. WG's ability to obtain any and all land use and other governmental approvals necessary to commence and complete construction of the Project without interruption (the "LUA's"). Walters will pursue the LUA's with good faith and due diligence at WG's sole cost. Seller will cooperate with WG's efforts to obtain the LUA's.
 - b. WG obtaining and closing upon the "Tax Credit Financing". The Tax Credit Financing is defined as funding under the federal 9% low-income housing tax credit ("LIHTC") program implemented by the New Jersey Housing and Mortgage Finance Agency ("HMFA"). WG will confirm in the PSA that the Project has the ability to achieve a perfect score under the current scoring guidelines under which HMFA grants such financing. WG will pursue the Tax Credit Financing in good faith and due diligence at its sole cost.
10. Confidentiality. This letter and its contents shall be kept confidential by the parties. This shall not apply to the Township, attorneys, accountants and other professionals who provide guidance relevant to this transaction or to any requirement to provide information under the law.
11. Broker. The parties represent that there is no real estate broker or other party entitled to a real estate commission

If the terms of this letter are acceptable, please sign and return a copy of this letter. We will then prepare the Agreement and present it to you for consideration.

Very truly yours,



Joseph A. Del Duca
Principal

JAD:mmr
Enclosure

Mr. Ross Goldberg
Posel Voorhees LLC
Page 4
June 5, 2025

Posel Voorhees LLC

By: 

Name:

Title: manager

Date: 6/8/25

Introduction

The Township of Voorhees, Camden County has prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301), and the affordable housing regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:91-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing has been adopted by the Township following the adoption and endorsement of the Housing Plan Element and Fair Share Plan by the Township Planning Board and Committee.

1. Revenues for Certification Period

As of March 31, 2024, the Township of Voorhees collected \$2,281,025.95 and expended \$207,913.60, resulting in a balance of \$2,073,112.35. 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 were deposited in a separate interest bearing affordable housing trust fund in Columbia Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of Fourth Round substantive certification, the Township of Voorhees considered the following:

(a) Development fees:

Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;

All projects currently before the planning board for development approvals that may apply for building permits and certificates of occupancy; and

Future development that is likely to occur based on historical rates of development.

(b) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust Fund are anticipated to come from development fees and interest.

(c) Projected interest:

Interest projected revenue in the municipal affordable housing trust fund at the current average interest rate. The interest rate is variable, but as of January 31, 2025, the annual percentage yield earned was 5.09%. As shown below, the expected interest collected each year will reduce slightly due to expected expenses exceeding expected revenues, thereby reducing the balance of the trust fund each year. See Table 4 below for additional details.

Table 1. Projected Housing Trust Fund Revenues 2025-2035											
Initial Balance	\$2,073,112.35*										
Source of Funds	2026 Projected	2027 Projected	2028 Projected	2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	2034 Projected	2035 Projected	Total
Development Fees	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$279,389.80
Interest	\$79,077.34	\$77,878.30	\$76,633.53	\$75,341.28	\$73,999.74	\$72,607.02	\$71,161.18	\$69,660.19	\$68,101.94	\$66,484.25	\$730,944.77
Other Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
Barrier Free Escrow	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
Payments in lieu of Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
TOTAL	\$107,016.32	\$105,817.28	\$104,572.51	\$103,280.26	\$101,938.72	\$100,546.00	\$99,100.16	\$97,599.17	\$96,040.92	\$94,423.23	\$1,010,334.57
*As of March 31, 2025 Projected development fee collection is expected to remain relatively consistent with prior years since nearly all development is expected to be infill development.											

Using the standard formula, the Township of Voorhees projects a total of \$1,010,334.57 in revenue to be collected between July 1, 2025 and June 30, 2035. This projected amount, when added to Voorhees' total collected revenue of \$2,281,025.95 as of March 31, 2025, results in anticipated total revenue of \$3,126,035 to fund and administer its affordable housing plan. All interest earned in the account shall accrue to the account and be used only for the purposes of affordable housing.

2. 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 Voorhees:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Township of Voorhees' development fee ordinance for both residential and non-residential developments in accordance with Department of Community of Affairs rules and P.L.2008, c.46, sections 8 (C. 52:270-329 .2) and 32 38 (C. 40:550-8.1 through 8.7).

(b) Distribution of development fee revenues:

Development Fee revenues are distributed under the same procedures for any bill or purchase in the Township. Purchase orders are requested and processed and eventually approved by the Governing Body.

3. Description of Anticipated Use of Affordable Housing Funds

(a) Rehabilitation and new construction programs and projects (N.J.A.C. 5:97-8.7)

The Township of Voorhees will dedicate \$180,000.00 to rehabilitation, pursuant to (N.J.A.C. 5:97-8.7) as follows:

Rehabilitation program: The Township will participate in the Camden County Improvement Authority's Rehabilitation program for owner-occupied units and will continue its own rehabilitation program for renter-occupied units. The Township has a rehabilitation obligation of 9 units between 2025 and 2035, which the Township proposes to satisfy partially through its Trust Fund. The Township has allocated \$180,000.00, or \$20,000.00 per unit. The remaining funds will be used for future housing activities such as 100% affordable projects or other inclusionary housing activities.

(b) Affordability Assistance (N.J.A.C. 5:97-8.8)

Projected minimum affordability assistance requirement:

Table 2. Minimum Affordability Assistance		
Actual development fees through 03/31/25	=	\$2,115,700.43
Development fees projected 2025-2035	+	\$279,389.80
Interest projected 2025-2035	+	\$719,928.20
Less Housing activity expenditures through 12/31/2024	-	\$0.00
Total	=	\$3,115,018.43
30 percent requirement	x 0.30 =	\$934,505.53
Less affordability assistance expenditures through 12/31/2024	-	\$0
Projected Minimum Affordability Assistance Requirement 2025-2035	=	\$934,505.53
Projected Minimum Very Low-Income Affordability Assistance Requirement 2025-2035	x .34 =	\$317,731.88

The Township of Voorhees will dedicate \$934,505.53 from the affordable housing trust fund to render units more affordable, including \$317,731.88 to render units more affordable to households earning 30 percent or less of median income by region, as follows: down payment/closing cost assistance; security deposit assistance; housing association fee assistance; rental assistance program(s) and emergency rental assistance.

(c) Administrative Expenses (N.J.A.C. 5:97-8.9)

Table 3. Administrative Expense Calculation		
Actual development fees and interest collected through 03/31/2025		\$2,281,025.95
Projected development fees and interest 2035-2035	+	\$999,318.00
Payments-in-lieu of construction and other deposits through 12/31/24	+	\$0.00
Less RCA expenditures through 03/31/2025	-	\$0.00
Total	=	\$3,280,343.95
Calculate 20 percent	x .20 =	\$656,068.79
Less admin expenditures through 03/31/2025	-	\$207,913.60
Projected maximum funds available for administrative expenses 1/1/2025 through 12/31/2035	=	\$448,155.19

The Township of Voorhees projects that a total of \$656,068.79 will be available from the affordable housing trust fund for administrative purposes. The Township has spent \$207,913.60 on administrative expenses through March 31, 2025, and thus may spend up to \$448,155.19 to cover subsequent administrative expenses.

Projected administrative expenditures, subject to the 20 percent cap, are as follows:
Planner and Administrative Agent Fees.

4. Expenditure Schedule

The Township of Voorhees intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units. Where applicable, the creation/rehabilitation funding schedule below parallels the implementation schedule set forth in the Housing Element and Fair Share Plan and is summarized as follows:

Program	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total 2025-2035
Rehabilitation (9 units)	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$0	\$180,000.00
Other Housing Activity	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Affordability Assistance	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.55	\$934,505.50
Administration	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$250,000.00
Total	\$138,450.55	\$138,450.55	\$138,450.55	\$138,450.55	\$138,450.55	\$138,450.55	\$138,450.55	\$138,450.55	\$138,450.55	\$118,450.55	\$1,364,505.50

5. Excess or Shortfall of Funds

In the event of any expected or unexpected shortfalls if the anticipated revenues are not sufficient, the Township will appropriate funds from general revenues to cover any shortfall to satisfy the rehabilitation obligation. In the event more funds than anticipated are collected, these excess funds will be used to fund additional rehabilitation, the affordability assistance program, and/or new construction.

6. Barrier Free Escrow

Collection and distribution of barrier free funds shall be consistent with the Township of Voorhees' Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8 .5. A process describing the collection and distribution procedures for barrier free escrow funds pursuant to N.J.A.C. 5:97-8.5 will be detailed within the Township's Affordable Housing Ordinance.

Spending Plan Summary

The Township of Voorhees intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the Housing Element and Fair Share Plan. As of March 31, 2025, Voorhees Township had expended \$207,913.60 from its Housing Trust Fund. As of that date, Voorhees' Housing Trust Fund had a balance of \$2,073,112.35, with \$2,281,025.95 in revenue collected. An additional \$999,318.00 in revenues (development fees and interest) is expected to be collected prior to June 30, 2035, for the total collected revenue expected to reach \$3,280,343.95.

For the Fourth Round, the municipality will dedicate a total of \$180,000 towards rehabilitation projects. \$934,505.53 will be dedicated toward affordability assistance, with a minimum of \$317,731.88 specifically dedicated to very low-income affordability assistance. \$250,000 in administrative expenses is expected, which is well below the applicable 20% cap. All remaining funds will be used for future housing activities to continue to provide affordable housing that may satisfy future obligations. Total expenditure for the 2025-2035 period is expected to be \$1,364,505.53.

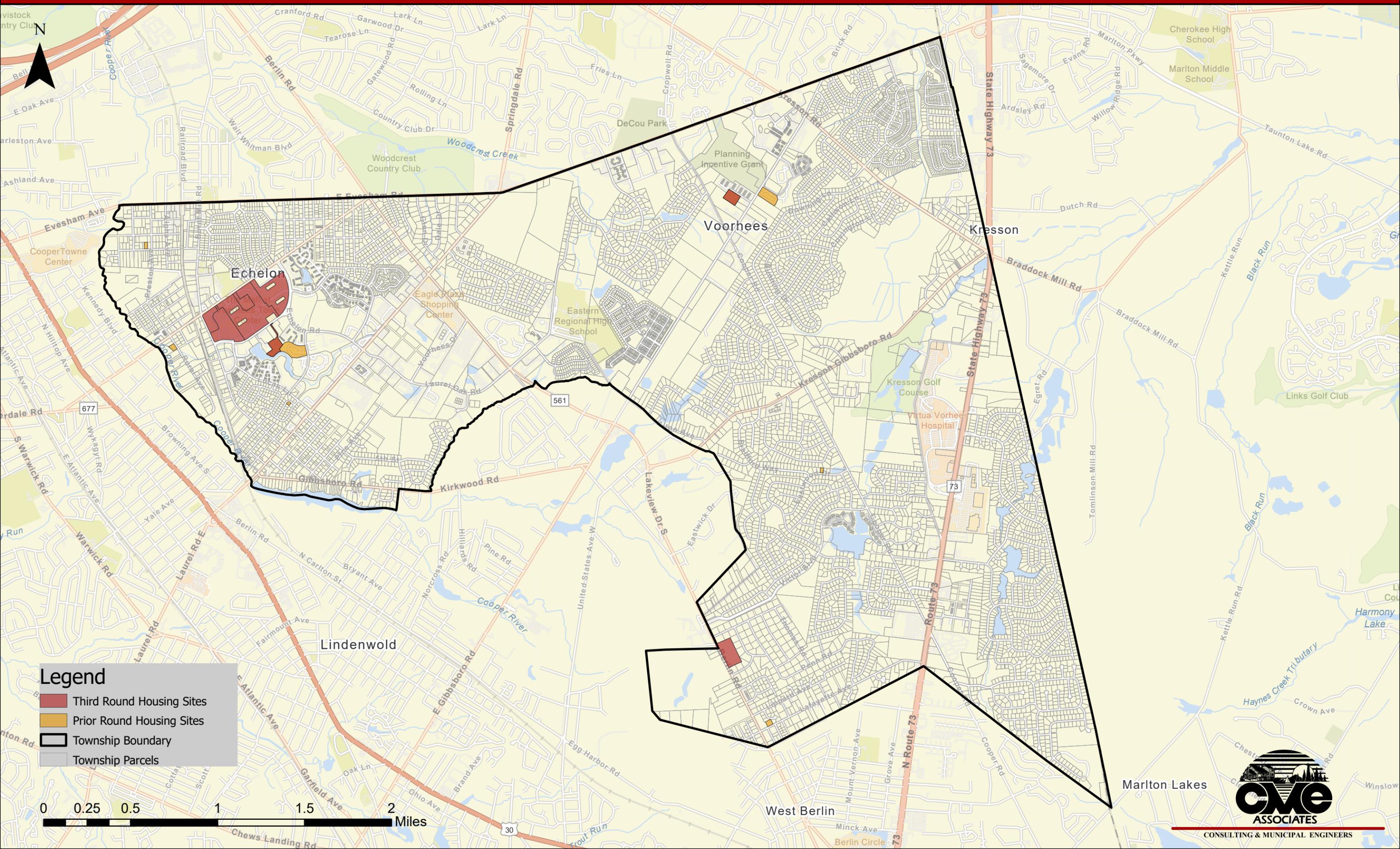
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Program	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total 2025-2035
Starting Balance	\$2,073,112.35	\$2,041,678.12	\$2,009,044.85	\$1,975,166.82	\$1,939,996.53	\$1,903,484.69	\$1,865,580.14	\$1,826,229.75	\$1,785,378.35	\$1,742,968.71	
Development Fees	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$27,938.98	\$279,389.80
Interest	\$79,077.34	\$77,878.30	\$76,633.53	\$75,341.28	\$73,999.74	\$72,607.02	\$71,161.18	\$69,660.19	\$68,101.94	\$66,484.25	\$730,944.77
Total Revenue	\$107,016.32	\$105,817.28	\$104,572.51	\$103,280.26	\$101,938.72	\$100,546.00	\$99,100.16	\$97,599.17	\$96,040.92	\$94,423.13	\$1,010,334.47
Rehabilitation	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$0	\$180,000.00
Affordability Assistance	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.55	\$93,450.56	\$93,450.56	\$93,450.56	\$934,505.53
Administration	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$250,000.00
Total Expenses	\$144,238.70	\$144,238.71	\$144,238.71	\$124,238.71	\$1,422,387.03						

*2026 starting balance is the actual trust fund account balance as of March 31, 2025.

PRIOR ROUND HOUSING SITES

VOORHEES TOWNSHIP, N.J.



Legend

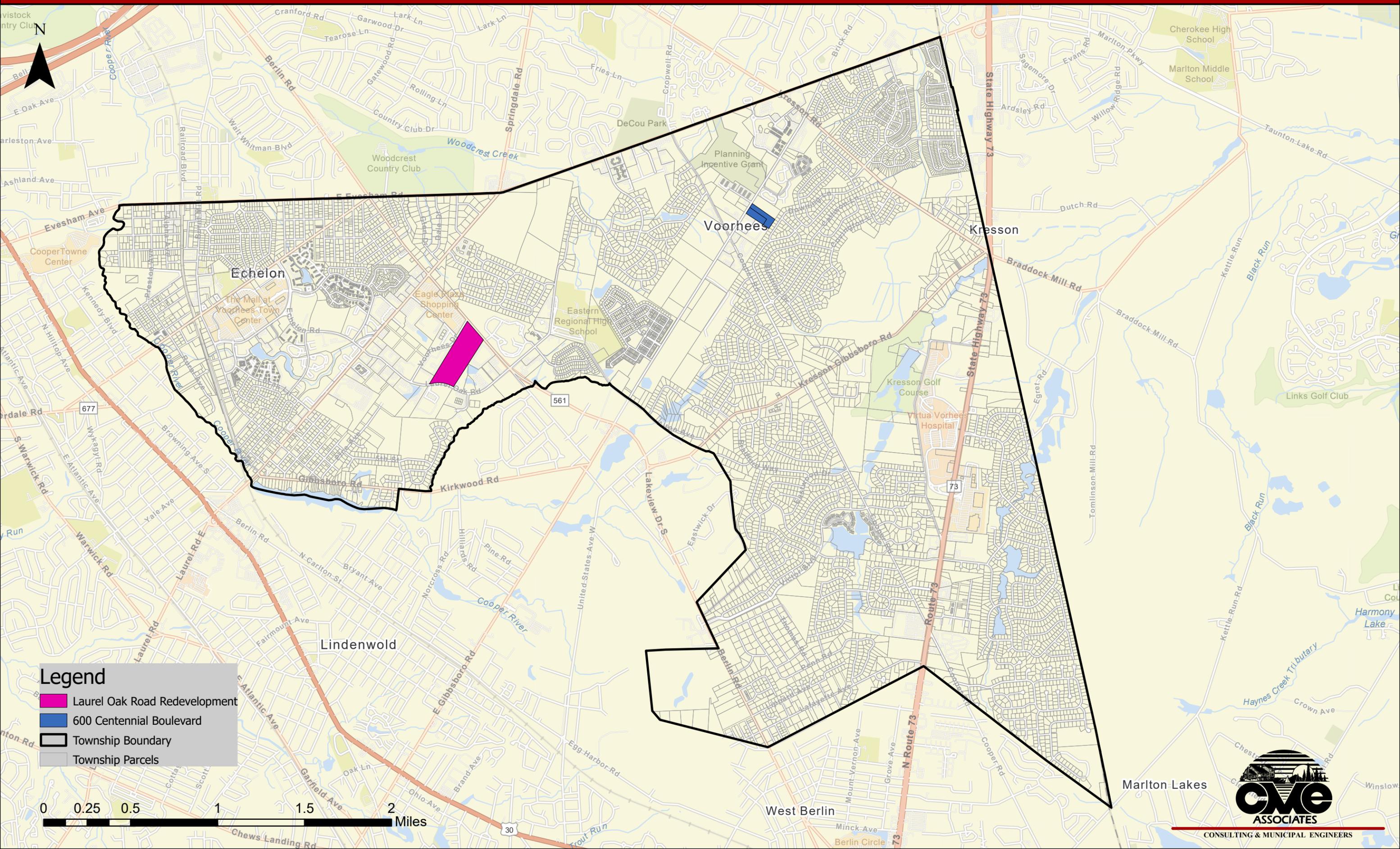
- Third Round Housing Sites
- Prior Round Housing Sites
- Township Boundary
- Township Parcels



CONSULTING & MUNICIPAL ENGINEERS

FOURTH ROUND HOUSING SITES

VOORHEES TOWNSHIP, N.J.



Legend

-  Laurel Oak Road Redevelopment
-  600 Centennial Boulevard
-  Township Boundary
-  Township Parcels

