

Housing Element and Fair Share Plan Amendment

**TOWNSHIP OF NORTH HANOVER,
BURLINGTON COUNTY**

August 2020



Dave Gerken, PP, AICP
New Jersey Professional Planner
License No. LI-005614

JOINT LAND USE BOARD

Tom Kimball, Chair
Greg Grauer, Vice Chair
Ron Debaecke, Class I Mayor
Joseph Greene, Class II
Brendan O'Donnell, Class III
Jack Smylie, Class IV
Jim Durr, Class IV
Dave Forsyth, Class IV
Debbie Kucowski, Class IV
Russ Comisky, Alternate #1

Barbara Fegley, AICP, PP, Joint Land Use Board Planner
Gregory P. McGuckin, Esq, Joint Land Use Board Attorney
Joseph R. Hirsh, PE, CME, CPWM, Joint Land Use Board Engineer

MAYOR AND TOWNSHIP COMMITTEE

Mayor Ronald Debaecke
Deputy Mayor Christopher Doyle
Lou Delorenzo
Brendan O'Donnell
John Kocubinski

Mary Picariello, Township Clerk
Environmental Resolutions, Inc., Township Engineer
Mark Roselli, Township Solicitor

FOREWORD

According to the New Jersey Municipal Land Use Law, a municipal Master Plan must contain a Housing Element. N.J.S.A. 40:55D-28(b)(3)³. The Fair Housing Act states that a municipal housing element shall be designed to achieve the goal of access to affordable housing to meet present and prospective housing needs with particular attention to low and moderate-income housing. N.J.S.A. 52:27D-310. The Housing Element additionally is required to contain an inventory and projection of the municipal housing stock, an analysis of the municipality's demographic and existing/future employment characteristics, a determination of the municipal present and prospective fair share, and a consideration of the lands that are most appropriate for construction of low and moderate-income housing. N.J.S.A. 52:27D-310(a) – (f).

The Township's previous Housing Element and Fair Share Plan dated December 17, 2008 was substantively certified by the New Jersey Council on Affordable Housing ("COAH") on May 14, 2009. In accordance with the March 2015 New Jersey Supreme Court decision in In re Adoption of N.J.A.C. 5:96 & 5:97 ex rel. New Jersey Council on Affordable Housing, 221 N.J. 1 (2015) the Township of North Hanover filed a Complaint for Declaratory Judgment in June 2015 seeking a determination that it was in compliance with the requirements of the Fair Housing Act. In the Matter of the Application of the Township of North Hanover, Docket BURL-1528-15 (Law Div. 2015).

In 2016, Township and the Fair Share Housing Center ("FSHC"), upon notice to other interested parties, settled the litigation through a Settlement Agreement, as authorized by the North Hanover Township Committee pursuant to Resolution 2016-99 as adopted on July 7, 2016.

In April 2017, Mary Beth Lonergan, PP, AICP, issued the Master's Report on a Settlement Agreement and Preliminary Compliance Determination for the Township of North Hanover.

On May 4, 2017, the Settlement Agreement was amended by the Township and FSHC ("First Amendment to Settlement Agreement"). The Honorable Ronald Bookbinder, Assignment Judge of the Superior Court, Burlington County, on June 17, 2017, issued an Order that *inter alia* adopted the findings and determinations of the Court Master, approved the Mount Laurel Settlement Agreement and the First Amendment, and further ordered:

2. The Township shall amend and revise its Third Round Housing Element and Fair Share Plan dated December 17, 2008 which was heretofore substantively certified by the New Jersey Council on Affordable Housing ("COAH") on May 14, 2009 to conform to the requirements in the Master's Report ... [.]

Accordingly, this Housing Element and Fair Share Plan Amendment of the Township of North Hanover addresses both the statutory obligations of the municipality with respect to its Mount Laurel/Fair Housing Act requirements, as well as the court mandated obligations as set forth in the Superior Court Order of June 7, 2017, incorporating the Court Master's Report of April 24, 2017.

³ Note: "[W]hile the housing plan element is technically optional; a municipality may not pass a zoning ordinance until the housing element of a master plan has been adopted. N.J.S. 40:55D-62a." Cox & Koenig, New Jersey Zoning and Land Use Administration (Gann, 2019) Section 8-1.

Table of Contents

Foreword.....	i
Introduction.....	5
I. Background Information.....	7
Housing characteristics	7
Demographic characteristics	14
Economic Characteristics.....	21
Consideration of Land Most Appropriate for Construction of Affordable Housing.....	23
II. Fair Share Compliance Plan.....	24
Affordable Housing Obligation	24
Rehabilitation.....	27
Prior and New Construction Obligation.....	28
Affordability Controls.....	31
Compliance Mechanisms.....	31
III. Summary	33

Appendices to the Amended Housing Element and Fair Share Plan

1. Mount Laurel Settlement Agreement by and between the Township of North Hanover and the Fair Share Housing Center, as adopted by Resolution of the North Hanover Township Committee on July 7, 2016. **Page 35.**
2. First Amendment to Settlement Agreement by and between the Township of North Hanover and the Fair Share Housing Center, dated May 4, 2017. **Page 47.**
3. Master’s Report on a Settlement Agreement and Preliminary Compliance Determination for the Township of North Hanover, Burlington County, New Jersey, IMO Application of the Township of North Hanover, Docket No. BUR-L-001528-15, prepared by Mary Beth Lonergan, PP, AICP, Clark Caton Hintz, prepared for The Honorable Ronald E. Bookbinder, A.J.S.C., dated April 24, 2017 (“**Master’s Report**”). **Page 52.**
4. Order Approving Mount Laurel Settlement Agreement, In the Matter of the Application of the Township of North Hanover, Docket No. BUR-L- 1528-15, June 7, 2017. **Page 69.**

HOUSING ELEMENT & FAIR SHARE PLAN

5. North Hanover Township Spending Plan. **Page 73.**
6. North Hanover Township Draft Amended Affordable Housing Ordinance. **Page 81.**
7. North Hanover Township Revised Affirmative Marketing Plan. **Page 103.**
8. North Hanover Township Resolution Appointing Municipal Housing Liaison. **Page 125.**
9. North Hanover Township Affordable Housing Development Fee Ordinance. **Page 127.**
10. US Department of Agriculture Multi-Family Housing Preservation and Revitalization Restructuring Program, Restrictive Use Covenant for Millstream Apartments North, Millstream Apartments South, and Maplewood Apartments, dated October 25, 2017, recorded November 8, 2017, Book 13305, Page 9838. **Page 138.**

INTRODUCTION

In 1975 the New Jersey Supreme Court ruled that developing municipalities have a constitutional obligation to provide a realistic opportunity for the construction of low and moderate-income housing. In its 1983 Mt. Laurel II decision, the Court expanded the Mt. Laurel doctrine and stated that all municipalities share in the obligation. In July 1985, the Fair Housing Act (FHA) was enacted as the legislative response to the Supreme Court rulings. The Act created the Council on Affordable Housing (“COAH”) as the administrative alternative to the courts.

The FHA directed COAH to provide regulations that allowed municipalities to prepare comprehensive responses to provide a realistic opportunity for the provision of affordable housing through municipal land use regulation. COAH’s primary responsibilities were:

- Establish Housing Regions for the State;
- Estimate regional housing need; and
- Provide guidelines for municipalities to use in addressing their fair share obligations.

COAH’s third round rules were invalidated by the New Jersey courts in a number of proceedings culminating in the March 15, 2015 New Jersey Supreme Court decision, In re Adoption of N.J.A. C. 5:96 & 5:97 by N.J. Council on Affordable Housing, wherein the Court removed the administration of affordable housing in New Jersey from COAH, returning jurisdiction to the Courts. At this point in time, affordable housing obligations for North Hanover have been determined by a negotiated and judicially approved settlement agreement as set out in the above Forward.

Municipal responsibilities under the Fair Housing Act consist of adopting and filing with COAH a Housing Element in accordance with the New Jersey Municipal Land Use Law, which in N.J.S.A. 52:27D-310 states that the Housing Element shall contain at least:

1. The 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;
2. A projection of the municipality’s housing stock, including the probable future construction of low and moderate income housing, for the next ten years [subsequent to the adoption of the Housing Element], taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
3. An analysis of the municipality’s demographic characteristics, including but not necessarily limited to, household size, income level and age;
4. An analysis of the existing and probable future employment characteristics of the municipality;
5. 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;
6. A consideration of the lands that are most appropriate for construction of low and

HOUSING ELEMENT & FAIR SHARE PLAN

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.

This Housing Element meets all of above requirements as specified in the latest addition of the Municipal Land Use Law, and direction of the New Jersey Supreme Court following its March 2015 decision.

DRAFT

I. BACKGROUND INFORMATION

North Hanover Township, located in Burlington County, New Jersey, consists of a land area of 17.4 square miles and shares borders with Chesterfield Township, New Hanover Township, Springfield Township and Wrightstown Borough in Burlington County; Hamilton Township in Mercer County; Upper Freehold Township in Monmouth County; and Plumsted Township in Ocean County. In 2000, the Township population was estimated to be 7,347 people, with a population density of approximately 422 people per square mile. In ten years, the 2010 population grew by only 58 people to 7,405. By 2017, the population grew by an estimated 229 persons from 2010 and 287 from 2000 and the Township had a population density of 439 persons per square mile. Sources: US Census: Census 2000 Summary, Table DP-1; 2010 Demographic Profile Data, Table DP-1; American Community Survey, 2013 to 2017, Table DP05.

Housing characteristics

Age of Housing

According to the 2017 Census, North Hanover has a total of 2,829 housing units. Approximately 65 units or 2.3% of the Township's units were built prior to 1940, an indicator that the municipality has a relatively small amount of homes in substandard condition due to age. In comparison, the County and State housing stock is older, with 11.1% of Burlington County's housing stock and the 18.2% of the State's housing stock built prior to 1940. Additionally, North Hanover's housing stock is significantly "newer" than either the County or the State. Forty-two (42%) of the Township's housing has been constructed since 2000 as compared with Burlington County (12.7%) and New Jersey (11.3%) for the same time period. See Table 1, *Age of Housing*.

Table 1: Age of Housing			
	North Hanover	Burlington County	State of New Jersey
Total Housing Units:	2,829	178,178	3,595,055
Built 2014 or later	3	1,093	21,897
Built 2010 to 2013	289	2,505	51,031
Built 2000 to 2009	898	19,080	334,957
Built 1990 to 1999	347	26,101	341,793
Built 1980 to 1989	380	26,167	427,941
Built 1970 to 1979	486	29,821	458,582
Built 1960 to 1969	166	25,991	486,259
Built 1950 to 1959	133	22,402	547,187
Built 1940 to 1949	62	5,318	269,846
Built 1939 or earlier	65	19,700	655,561
<i>Source: US Census 2013 – 2017 American Community Survey 5-Year Estimates, Table DP04</i>			

Substandard Housing

HOUSING ELEMENT & FAIR SHARE PLAN

Neither the U.S. Census nor other sources directly measure housing quality. However, the following U.S. Census data serves as indicators of inadequate housing:

- Constructed prior to 1950
- Overcrowded - more than one person per room
- Incomplete/inadequate plumbing facilities
- Incomplete/Inadequate kitchen facilities
- Incomplete/Inadequate heating (coal, coke, or wood used for heating, or no fuel)

Based on the above, of the total housing stock in North Hanover, 320 units (or 11.3%) had at least one of the five indicators. In order to be considered inadequate (or substandard), COAH required units to include at least two of the above indicators and to be occupied by a “low” or “moderate” income household. In accordance with COAH’s standards, as 4.5% of the total housing units in the Township were constructed prior to 1950 (127 units out of the total 2,829), it may be presumed that of those 193 occupied units evidencing one of the other additional four substandard housing indicators, most if not all may be considered substandard units. When compared with Burlington County and the State, North Hanover had a lesser percentage of units with inadequate plumbing or kitchen facilities, but a higher percentage of overcrowded units and units with inadequate heating. See Table 2.

Table 2: Substandard Housing Units						
Indicator	North Hanover		Burlington County		State of New Jersey	
	Total	Percent	Total	Percent	Total	Percent
Constructed Prior to 1950	127	4.5%	25,018	14.1%	925,407	25.7%
Overcrowded (more than one person per room)	110	4.2%	2,412	1.5%	99,843	3.1%
Inadequate Plumbing Facilities	0	0.0%	257	0.2%	9,151	0.3%
Inadequate Kitchen Facilities	3	0.1%	534	0.3%	23,530	0.7%
Inadequate Heating	80	3.1%	1,957	1.2%	29,822	1.3%
<i>Source: US Census 2013-2017 American Community Survey, 5-Year Estimates, Tables DP04.</i>						

Purchase or Rental Value of Housing

The median value for homes in North Hanover outpaced Burlington County but not the State. In 2017, the median value of an owner-occupied residence in the Township was \$296,400, compared with the County's median value of \$245,300 and the State's of \$321,100. North Hanover had the also had the highest median rent when compared with the County and the State. See Table 3.

Table 3: Purchase and Rental Value of Housing			
	North Hanover	Burlington County	State of New Jersey
Median gross rent of occupied units	\$1,849	\$1,263	\$1,249
Median value of owner-occupied units	\$296,400	\$245,300	\$321,100
<i>Source: US Census 2013 – 2017 American Community Survey 5-Year Estimates, Table DP04.</i>			

Occupancy Characteristics

In 2017, 9.3% of units in North Hanover were vacant, higher than the County, but not higher than the State. With respect to vacancy rates, the Township had higher rates for both home owned and rental units than either Burlington or the State of New Jersey. The homeowner vacancy rate in North Hanover was 4.2%, significantly higher than either the County or the State. The Township rental vacancy rate in 2017 was also the highest of the County and the State. See Table 4.

Table 4: Occupancy Characteristics of Housing			
	North Hanover	Burlington County	State of New Jersey
Total Housing Units	2,829	178,178	3,595,055
Occupied Housing Units	2,565	164,404	3,199,111
Vacant Housing Units	264 (9.3%)	13,774 (7.7%)	395,944 (11.0%)
Homeowner Vacancy Rate	4.2%	1.4%	1.7%
Rental Vacancy Rate	5.7%	5.0%	5.5%
<i>Source: US Census 2013 – 2017 American Community Survey 5-Year Estimates, Table DP04.</i>			

Housing Type

North Hanover Township had 2,565 occupied units in 2017 with a little over one-third owner occupied and nearly two-thirds renter occupied. See Table 5. This represents a significant change from 2000 when the Township had 2,670 occupied housing units (105 more) with 51% owner occupied and 49% renter occupied. Source: 2000 Census, General Housing Statistics, Table QT-H1. While North Hanover is now more of a renter occupied municipality, the County and the State are much more owner occupied: Burlington is 76.4% owner occupied versus 23.6% renter occupied; and the State is 64.1% owner occupied versus 35.9% renter occupied.

Table 5: Housing Tenancy			
	North Hanover	Burlington County	State of New Jersey
Total occupied units:	2,565	164,404	3,199,111
Owner occupied:	967	125,557	2,052,073
% Owner occupied	37.7%	76.4%	64.1%
Renter occupied:	1,598	38,847	1,147,038
% Renter occupied	62.3%	23.6%	35.9%
<i>Source: US Census 2013 – 2017 American Community Survey 5-Year Estimates, Table S2504.</i>			

Housing Units

Less than a third (31.1%) of housing units in North Hanover are single-family detached units, which contrasts sharply with the County (66.3%) and the State (54.8%). The most predominate form of housing in the Township is single family attached housing, i.e., row houses, town houses (42.3%), far more prevalent than either the County (15.0%) or the State (9.0%). Apartment complexes with 10 or more units are much less prevalent in North Hanover (0.8%), when contrasted with Burlington (8.3%) and the State (15.2%). Fifteen percent (15%) of housing units in the Township are mobile homes or other types of housing, whereas such housing represents only 1.2% of County housing and less than 1% of State housing. See Table 6.

Table 6: Units in Structure			
	North Hanover	Burlington County	State of New Jersey
Total Occupied Housing Units:	2,565 (100%)	164,404 (100%)	3,199,111 (100%)
1, detached	798 (31.1%)	108,922 (66.3%)	1,754,601 (54.8%)
1, attached	1,084 (42.3%)	24,647 (15.0%)	289,065 (9.0%)
2 apartments	50 (1.9%)	3,239 (2.0%)	290,830 (9.1%)
3 or 4 apartments	71 (2.8%)	5,234 (3.2%)	198,153 (6.2%)
5 to 9 apartments	148 (5.8%)	6,871 (4.2%)	152,814 (4.8%)
10 or more apts.	21 (0.8%)	13,448 (8.3%)	485,994 (15.2%)
Mobile home or other type of housing	393 (15.3%)	2,043 (1.2%)	27,654 (0.9%)
<i>Source: US Census 2013 – 2017 American Community Survey 5-Year Estimates, Table S2504</i>			

HOUSING ELEMENT & FAIR SHARE PLAN

Existing Units in North Hanover's Affordable to Low-and-Moderate Income Households

As set forth in Table 7 below, U.S. Census data was used to estimate the approximate number of units available for Very Low, Low, and Moderate income families.

Table 7: 2017 Availability of Housing for Low & Moderate Income						
Housing Type	North Hanover		Burlington County		State of New Jersey	
	Total	Percent	Total	Percent	Total	Percent
Sale Units (Based on Owner Occupied Units)						
for "low" income Households units valued < \$50,000	280	29.0%	3,998	3.2%	62,199	3.0%
for "low" income Households units valued < \$100,000	305	31.6%	8,541	6.8%	126,000	6.1%
for "moderate" income Households units valued < \$100,000	305	31.6%	8,541	6.8%	126,000	6.1%
for "moderate" income Households units valued < \$150,000	318	32.9%	22,008	17.5%	246,820	12.0%
Rental Units (Based on Occupied Units Paying Rent)						
for "low" income Households units rented < \$500	52	3.3%	1,402	3.8%	89,566	8.1%
for "low" income Households units rented < \$1,000	260	16.4%	9,887	26.6%	313,593	28.3%
for "low" Households units rented < \$1500	352	22.2%	24,913	66.9%	761,185	68.7%
for "moderate" income Households units rented < \$1500	352	22.2%	24,913	66.9%	761,185	68.7%
<i>Source: 2013-2017 American Community Survey 5-Year Estimates, Tables DP04.</i>						

In 2017, for Very Low or Low Income households, 280 Sale Units valued at less than \$50,000 and 305 units valued at less than \$100,000 were available in North Hanover. For Moderate Income households, the same 305 units (valued at less than \$100,000) and 318 units (valued at less than \$150,000) were available.

During the same time period, fifty two (52) Rental Units were available for Very Low or Low Income families in North Hanover at monthly gross rents of less than \$500; 260 were available at monthly gross rents under \$1,000 and 352 at rents under \$1,500. For Moderate Income families, the same 352 units were available at monthly gross rents of less than \$1,500. See Table 7.

Affordable housing for purchase was significantly more prevalent for Very Low and Low Income households in North Hanover Township, than in Burlington County or New Jersey. Conversely, lower cost rental units were significantly more prevalent in the County and State than in North Hanover. However, as Table 5 demonstrates, North Hanover is far more a rental than a homeowner community (in 2017 38% of all units were owner occupied and 62% renter occupied).

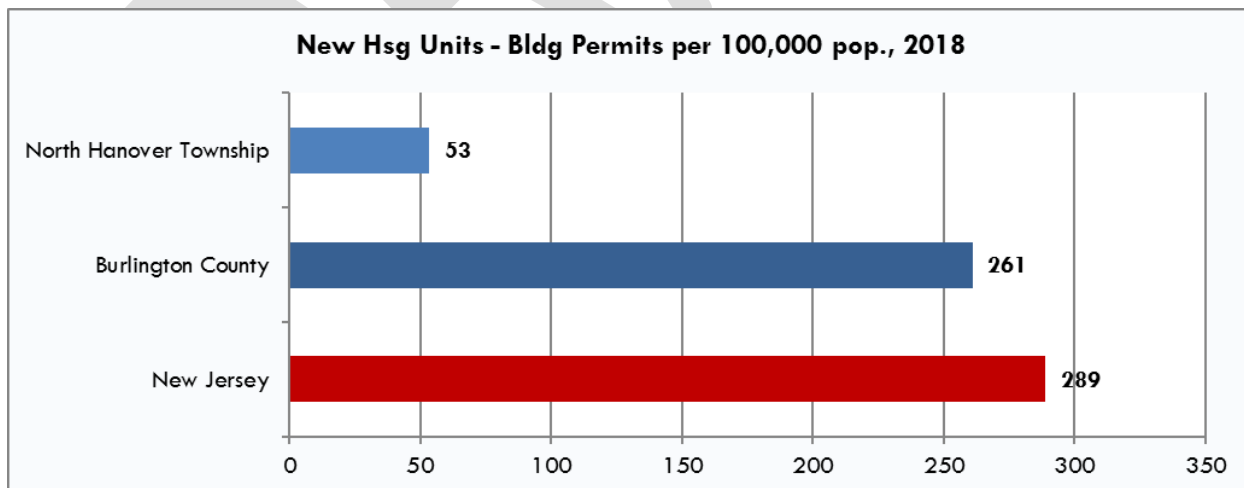
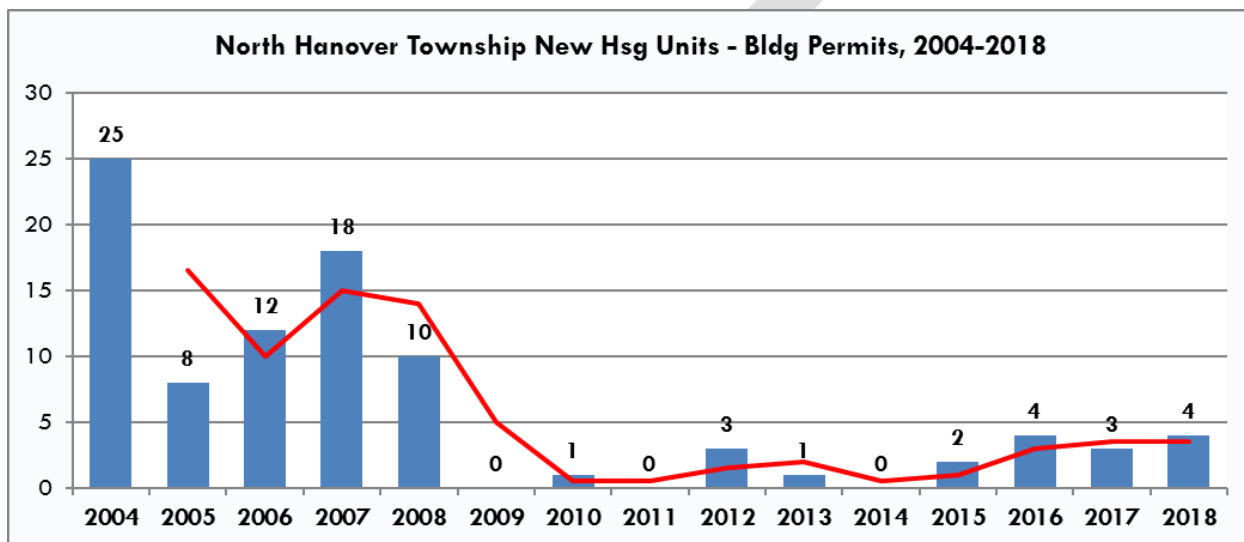
HOUSING ELEMENT & FAIR SHARE PLAN

Housing Projections

The New Jersey Municipal Land Use Law requires a municipality to project the growth of its housing stock including possible low and moderate income housing, including in its consideration construction permits issued, approvals of applications for development and probable residential development of lands. N.J.S.A. 52:27D-310(b).

As can be seen from Table 8 below, per data gathered by the Department of Community Affairs, construction permits for new housing units issued in North Hanover have declined from an annual high of 25 in 2004 to 4 in 2018. Moreover, in the ten-year period from 2009 to 2018, the Township issued only 18 permits.

TABLE 8: NEW HOUSING PERMITS



Source: Courtesy of NJ DCA, Construction Reporter, Development Trends, Viewer
https://www.nj.gov/dca/divisions/codes/reporter/building_permits.html

Extrapolating from 2004 to 2018 data in Table 8 (where the Township averaged six permits per year), new housing construction could be projected to increase by 66 units. However, extrapolating using data from 2008 to 2018 (where the Township averaged only three permits per year), new housing construction could be projected to increase by 33 units. Given the recent COVID pandemic and projected economic downturn, it would appear that the Township will experience modest growth in housing production by 2030.

Demographic characteristics

Population Trends

The population of North Hanover has been in decline from 1980 to 2017 with the Township losing more than 16% of its population in a 27-year period. The decrease in population in North Hanover from 1990 to 2000 is most likely the result of the realignment of Fort Dix and McGuire Air Force Base (“Joint Base”) that occurred during the 1990s. (There is some question as to whether the area experienced the population loss to the degree indicated in the census figures. Nevertheless, these figures are presented here due to the lack of an alternate data source.) The declining Township population stands in sharp contrast to the 24% population growth experienced by Burlington County and the State’s increase of 22% over the same twenty-seven year period. See Table 9.

This trend of decreasing population is expected to reverse in response to the realignment at the Joint Base and limited new residential development. However, according the Delaware Valley Regional Planning Commission (DVRPC) projections, the population of North Hanover is expected to modestly increase from 7,347 in 2000 to 8,390 (14.2%) in 2025.

Table 9: Population Growth, 1980-2000

	North Hanover	Burlington County	State of New Jersey
1980	9,050	362,542	7,635,011
1990	9,994	395,066	7,730,188
2000	7,347	423,394	8,414,350
2010	7,678	448,734	8,791,894
2017	7,634	449,192	8,960,161
% Growth (1980-2017)	-15.7%	23.9%	21.7%
Source: US Census 2013 – 2017 American Community Survey 5-Year Estimates, Table DP05, US Census 2010, 2000, Table DP1, NJ Data Center, 1980, 1990 Census Data https://www.nj.gov/labor/lpa/census/1990census_index.html			

Household Size and Type

The average household size in North Hanover for an owner occupied unit is 2.58 persons, smaller than Burlington County (2.75) and the State of New Jersey (2.84). In comparison, the average household size for a renter occupied unit is 3.22 persons, significantly larger than either the County or the State. See Table 10.

The Township contains far more family households (81.3%) than non-family households (18.7%) especially in contrast to the County (70.1% versus 29.9%) and the State where nearly one third of households are non-family (30.7%) to family (69.3%). Interestingly, the Township has a greater number of male households with no wife present as opposed to female households with no husband present (5.7% to 9.9%), a percentage higher than either than Burlington County or the State.

Table 10: Household Size & Type

	North Hanover	Burlington County	State of New Jersey
TOTAL OCCUPIED HOUSING UNITS	2,565	164,404	3,199,111
Average household size – Owner occupied	2.58	2.75	2.84
Average household size – Renter occupied	3.22	2.37	2.57
Family Households	2,086	115,238	2,217,279
% Family Households	81.3%	70.1%	69.3%
Married-couple family	1,688	88,557	1,638,023
% Married Couple Family	65.8%	53.9%	51.2%
Male householder, no wife present	145	7,229	155,273
% Male Householder	5.7%	4.4%	4.9%
Female householder, no husband present	253	19,382	423,983
% Female Householder	9.9%	11.8%	13.3%
Nonfamily Households	479	49,166	981,832
% Nonfamily Households	18.7%	29.9%	30.7%
<i>Source: 2013-2017 American Community Survey 5-Year Estimates, Tables S2501, DP04</i>			

Age, Sex and Race Characteristics

Table 11 presents population by age and sex for North Hanover, Burlington County and New Jersey. North Hanover's male population is slightly larger than its female population (53% versus 48%), while the reverse is true for the County and the State. The Township has a significantly younger population with a median age of 28.6 years in contrast with Burlington County (41.4 years) and the State (39.6). Nearly a third of the Township's population is under the age of 18 (32.5%) in contrast to the County and the State (21.4%, 22.3%, respectively.) Additionally, the County and the State have a larger elderly age cohort than the Township: in North Hanover 6.5% of the population is over the age of 65 as compared with the County (16.0%) and the State (15.1%).

Table 11: Population by Sex & Age Cohort, 2017

Age	North Hanover		Burlington County		State of New Jersey	
	Total	Percent	Total	Percent	Total	Percent
Under 5	865	11.3%	23,276	5.2%	526,716	5.9%
5 – 9	689	9.0%	26,567	5.9%	547,575	6.1%
10-14	672	8.8%	28,393	6.3%	571,455	6.4%
15-19	350	4.6%	28,065	6.2%	575,048	6.4%
20-24	688	9.0%	29,396	6.5%	575,668	6.4%
25-34	1,606	21.0%	54,531	12.1%	1,151,431	12.9%
35-44	1,100	14.4%	55,747	12.4%	1,165,156	13.0%
45-54	695	9.1%	69,581	15.5%	1,317,652	14.7%
55-59	252	3.3%	35,106	7.8%	636,863	7.1%
60-64	224	2.9%	27,062	6.0%	538,598	6.0%
65-74	256	3.4%	39,775	8.9%	755,476	8.4%
75-84	189	2.5%	21,836	4.9%	399,788	4.5%
85+	48	0.6%	9,857	2.2%	198,735	2.2%
Total	7,634	100%	449,192	100%	8,960,161	100%
Median Age	28.6		41.4		39.6	
Male	4,012	52.6%	220,995	49.2%	4,372,321	48.8%
Female	3,622	47.4%	228,197	50.8%	4,587,840	51.2%
Sources: 2013-2017 American Community Survey, 5-Year Estimates, Table DP05.						

In 2017, of those residents who identified themselves as being of one race, nearly 70% of the Township predominately identified as white, 16% identified as black or African American, and 2.1% identified as “other”. Approximately 8% of Township residents identified themselves as being of “two or more races”. Nearly 18% of the population identified as Hispanic or Latino (of any race). North Hanover was slightly less diverse than the County in terms of blacks/African Americans residents but more diverse than the State. The Township had fewer Asian residents (2.1%) as compared to the County (4.9%) and the State (9.4%). See Table 12 below.

Table 12: Race						
Race	North Hanover		Burlington County		State of New Jersey	
Identified as one race:	Percent	Total	Percent	Total	Percent	Total
• White	69.9%	5,337	72.5%	325,697	67.9%	6,085,474
• Black or African American	15.6%	1,188	16.4%	73,690	13.5%	1,207,356
• Asian	2.1%	163	4.9%	21,831	9.4%	844,105
• American Indian & Alaskan Native	0.2%	18	0.1 %	334	0.2%	18,006
• Native Hawaiian & Other Pacific Islander	0.2%	13	0.0%	171	0.0%	3,013
• Other	4.4%	338	2.2%	9,826	6.4%	573,146
TOTAL (Identified as one race)	92.4%	7,057	96.1%	431,549	97.4%	8,731,100
Identified as two or more races	7.6%	577	3.9%	17,643	2.6%	229,061
TOTAL POPULATION	100%	7,634	100%	449,192	100%	8,960,161
Hispanic or Latino (of any race)	17.8%	1,362	7.6%	34,356	19.7%	1,764,520
<i>Source: 2013-2017 American Community Survey, 5-Year Estimates, Tables DP05.</i>						

Income Level

The 2017 median income in North Hanover was \$63,417, making it less affluent than the State of New Jersey (\$76,475) and even less affluent than Burlington County as a whole (\$82,839). See Table 13.

Table 13: Median Income			
	North Hanover	Burlington County	State of New Jersey
Median household income in 1999	\$63,417	\$82,839	\$76,475
<i>Source: 2013-2017 American Community Survey 5-Year Estimates, Tables S2503</i>			

The 2017 income statistics indicate that household incomes in North Hanover are not as affluent as Burlington County and the State: 22.5% of households in the Township earn over \$100,000 whereas in Burlington, 40.2% of households, and in New Jersey, 38.6% of households earn over \$100,000. On the other hand, more households earn below \$25,000 in New Jersey than in North Hanover or Burlington County (16.5%, 11.3% and 11.7%, respectively). See Table 14.

Table 14: Household Income by Brackets, 2017			
	North Hanover	Burlington County	State of New Jersey
Total Households	2,565	164,404	3,199,111
Less than \$10,000	71 (2.8%)	5,491 (3.3%)	170,840 (5.3%)
10,000 - 14,999	87 (3.4%)	4,018 (2.4%)	113,188 (3.5%)
15,000 - 24,999	132 (5.1%)	9,945 (6.0%)	247,138 (7.7%)
25,000 - 34,999	212 (8.3%)	10,734 (6.5%)	232,026 (7.3%)
35,000 - 49,999	463 (18.1%)	16,430 (10.0%)	322,263 (10.1%)
50,000 - 74,999	668 (26.0%)	28,100 (17.1%)	490,325 (15.3%)
75,000 - 99,999	353 (13.8%)	23,620 (14.4%)	390,092 (12.2%)
100,000 - 149,999	342 (13.3%)	32,253 (19.6%)	556,938 (17.4%)
150,000 - 199,999	145 (5.6%)	16,865 (10.3%)	296,256 (9.3%)
200,000 or more	92 (3.6%)	16,948 (10.3%)	380,045 (11.9%)
<i>Source: 2013-2017 American Community Survey 5-Year Estimates, Tables DP03</i>			

The COAH regulations define low (those earning up to 50% of the median household income) and moderate-income households (those earning from more than 50% to 80% of the median household income). The figures are adjusted for household size and housing region. North Hanover is part of Region 5, which includes Burlington, Camden and Gloucester Counties. Below is a breakdown of the maximum 2019 income figures by household size that is used to determine affordability for the region. See Table 15.

Table 15: COAH 2019 Regional Income Limits (Region 5)										
Income	FAMILY SIZE									
	1	1.5	2	3	4	4.5	5	6	7	8
Median	\$63,070	\$67,575	\$72,080	\$81,090	\$90,100	\$93,704	\$97,308	\$104,516	\$111,724	\$118,932
Moderate	\$50,456	\$54,060	\$57,664	\$64,872	\$72,080	\$74,963	\$77,846	\$83,613	\$89,379	\$95,146
Low	\$31,535	\$33,788	\$36,040	\$40,545	\$45,050	\$46,852	\$48,654	\$52,258	\$55,862	\$59,466
Very Low	\$18,921	\$20,273	\$21,624	\$24,327	\$27,030	\$28,111	\$29,192	\$31,355	\$33,517	\$35,680
<i>Source: Affordable Housing Professionals of New Jersey, May 2019</i>										

Employment Status of Residents

North Hanover has a higher rate of its residents employed and in the labor force (76%) than the County or the State (67%, 66% respectively). A far greater number of Township residents are employed in the armed forces than either the County or the State. The percentage of unemployed in 2017 while roughly equal was a little higher in the Township (5%), than the County (4.6%) and the State (4.6%). See Table 16.

Table 16: Employment Status			
Population 16 Years and Over	North Hanover	Burlington County	State of New Jersey
	5,312	364,927	7,197,215
In Labor Force	4,052 (76.3%)	244, 902 (67.1%)	4,724,242(65.6%)
Civilian Labor Force	3,125 (58.8%)	240,681 (66.0%)	4,716,191 (65.5%)
Employed	2,859 (53.8%)	223,990 (61.4%)	4,388,024 (61.0%)
Unemployed	266 (5.0%)	16,691 (4.6%)	328,167 (4.6%)
Armed Forces	927 (17.5%)	4,221(1.2%)	8,051 (0.1%)
Not in Labor Force	1,260 (23.7%)	120,025 (32.9%)	2,472,973 (34.4%)
<i>Source: 2013-2017 American Community Survey, 5-Year Estimates, Tables DP03.</i>			

Economic Characteristics

In-Place Employment by Industry Sectors and Number of Persons Employed

In 2017, North Hanover's main source of employment was in the sectors of educational services, health care & social assistance (employing 648 people or 22.7% of the civilian population over the age of 16). This same sector was also the top employer for Burlington County and State of New Jersey residents. In the Township, the public administration sector was second with 533 residents (18.6%) and the arts, entertainment, recreation, accommodation & food services sector was third with 375 residents (13.1%). See Table 17.

Table 17: Employment by Industrial Sector

Industry	North Hanover		Burlington County		State of New Jersey	
	Count	Share	Count	Share	Count	Share
Civilian Population 16 Year & Over						
Agriculture, Forestry, Fishing / Hunting & Mining	118	4.1%	993	0.4%	13,755	0.3%
Construction	143	5.0%	11,390	5.1%	249,596	5.7%
Manufacturing	184	6.4%	17,258	7.7%	362,892	8.3%
Wholesale Trade	65	2.3%	7,537	3.4%	149,340	3.4%
Retail Trade	250	8.7%	26,334	11.8%	488,795	11.1%
Transportation / Warehousing and Utilities	93	3.3%	11,894	5.3%	261,195	6.0%
Information	28	1.0%	5,283	2.4%	123,449	2.8%
Finance / Insurance, Real Estate, Rental / Leasing	90	3.1%	18,456	8.2%	372,301	8.5%
Professional, Scientific, Technical Services/Management, Administrative and Waste Management Services	255	8.9%	27,576	12.3%	580,562	13.2%
Educational Services, Health Care & Social Assistance	648	22.7%	57,258	25.6%	1,041,368	23.7%
Arts, Entertainment, Recreation, Accommodation & Food Services	375	13.1%	15,229	6.8%	366,508	8.4%
Other Services (excluding Public Administration)	77	2.7%	8,503	3.8%	194,728	4.4%
Public Administration	533	18.6%	16,279	7.3%	183,535	4.2%
TOTAL (Civilian Employed Population 16 Years & Over)	2,859	100%	223,900	100%	4,388,024	100%

Source: 2013-2017 American Community Survey 5-Year Estimates, Tables DP03

According to Delaware Valley Regional Planning Commission, employment in North Hanover is expected to decrease by 3.45% from 2015 to 2045. Source: Delaware Valley Regional Planning Commission, <https://www.dvrpc.org/asp/DataNavigator/>

CONSIDERATION OF LAND MOST APPROPRIATE FOR CONSTRUCTION OF LOW AND MODERATE INCOME HOUSING

As required under the New Jersey Municipal Land Use Law, North Hanover is required to consider those lands most appropriate for construction of affordable housing as well as existing structures most appropriate for conversion to, or rehabilitation for, low and moderate income housing. Due to a lack of sewer service, North Hanover, however, does not have land that is suitable for the development of new affordable housing. The only area with sewer is immediately adjacent to Wrightstown and is currently used and zoned for commercial. No developers have expressed any interest in constructing market rate or affordable units in recent years due to the prohibitive costs of installing septic systems or a package plant, coupled with a lack of demand.

There is also limited realistic opportunities for the conversion of existing market rate units to affordable since the municipality consists almost entirely of single-family units (73% of all housing units in 2017 were single family, attached and detached). See Table 6.

II. FAIR SHARE COMPLIANCE PLAN

The Fair Share Compliance Plan is the implementation plan for meeting North Hanover's projected Round Three affordable housing obligation. Pursuant to an order issued on June 17, 2017, Judge Ronald Bookbinder, Assignment Judge of the Superior Court, Burlington County, adopted the Findings and Determinations of the Court Master Mary Beth Lonergan as set forth in her April 24, 2017 report ("**Master's Report**") addressing the Settlement Agreement for the Township of North Hanover. According to the Settlement Agreement, North Hanover's affordable housing obligations are as follows⁴:

AFFORDABLE HOUSING OBLIGATION

<i>Table 18: Summary of North Hanover's Fair Share Plan</i>	
Rehabilitation Share (per Kinsey Report) ⁵	2
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	1
Third Round Fair Share (1999 to 2025) (per Kinsey Report, 5/17/2016) as adjusted per Settlement Agreement.	101

In 2015, North Hanover filed a Complaint for Declaratory Judgment seeking a Judgment of Repose regarding its provision of past and present affordable housing, as well as future obligations and plans. Through settlement negotiations the Township and the Fair Share Housing Center came to an agreement that resulted in a three part third round obligation including a two (2) unit third round obligation share, a one (1) unit prior round obligation, and a 101 unit third round (1995-2025) obligation.

In the Settlement Agreement, the parties agreed that the 101-unit obligation had already been fully satisfied by virtue of the 128 affordable family rental units, which already exist in the Township which also fully address the Township's 25% rental obligation.⁶

The Township will meet its fair share housing obligations by continuing its rehabilitation program and by utilizing three (3) existing 100% affordable family rental complexes known as Millstream Apartments North and South, and Maplewood Apartments to merge its Prior Round and Third Round obligations. See Figure 1. All three complexes are owned by Burlington Preservations Associates, LLC which purchased them in 2017. As a condition of the sale through the US Department of Agriculture Multi-Family Housing Preservation and Revitalization Restructuring Program, the parties executed a Restrictive Use Covenant in October 2017, the result of which is that all three complexes are deed restricted "for the purpose of housing program eligible very low, low or moderate income tenants" until October 2047. See Exhibit 13, Restrictive Use Covenant, paragraph 2.

⁴ The following sections are cited directly from the Master's Report on a Settlement Agreement and Preliminary Compliance Determination for the Township of North Hanover, Burlington County, New Jersey, dated April 24, 2017 prepared by Mary Beth Lonergan, PP, AICP, Clark Caton Hintz, Appendix, Exhibit 6, pages 6 to 8, 10 to 16.

⁵ 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", April 16, 2015, rev. May 2016.

⁶ 2016 Settlement Agreement. Appendix, Exhibit 4, Paragraph 12.

These complexes contain 128 affordable family rental units which fully satisfy the Township's merged prior round and third round fair share need obligations and may provide surplus units that can be credited against possible future fair share obligations.

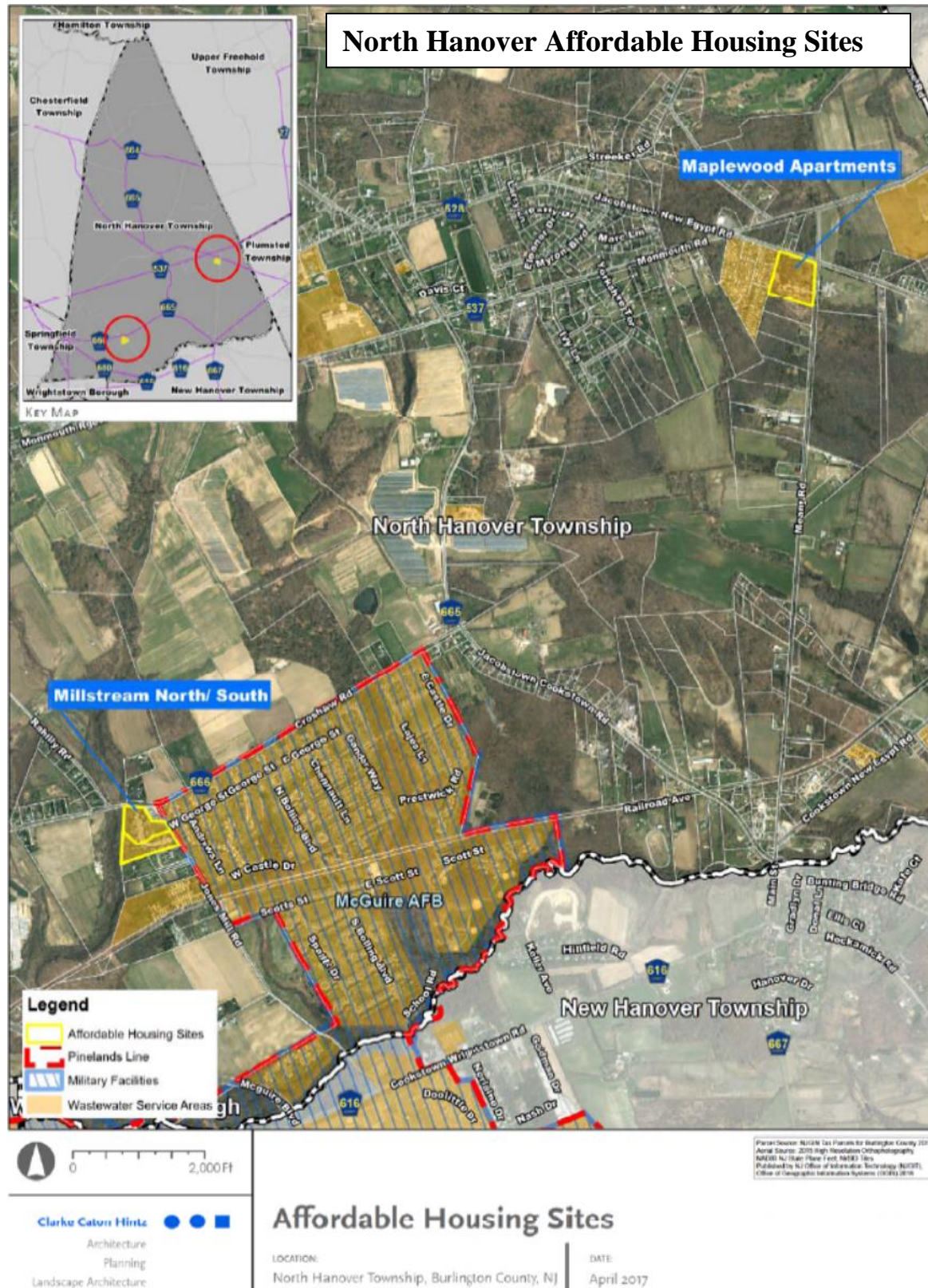
In the 2016 Settlement Agreement between the Township and the Fair Share Housing Center, these three complexes were identified as containing 128 affordable family rental units. At the time that they were constructed (early to mid-1980's), financed by the Rural Development Program of the US Department of Agriculture, there was not a requirement for an on-site management office and laundry facilities. These complexes have been sold to Rural Housing Preservation Associates, LLC, with financing utilizing NJ Housing and Mortgage Finance Agency ("HMFA") tax credits. It is a requirement of HMFA that 100% affordable projects utilizing such funding for projects of 44 or more apartments have an on-site management office and laundry facilities.

Moreover, the three complexes pre-date COAH regulations which generally require a bedroom distribution for affordable housing that permits no more than 20% one-bedroom units, at least 30% two-bedroom units and the balance consisting of either three- or four-bedroom units. The complexes contain a high number of 1-bedroom and 3-bedroom units, which technically creates a shortfall in meeting COAH's and UHAC's minimum 30% two-bedroom unit requirement. To rectify this imbalance, the Township agreed that it would endeavor to secure a higher percentage of two-bedroom rental units in any affordable rental projects that are approved during the pendency of the third round extending to 2025.

Accordingly, the 2016 Settlement Agreement was amended in May 2017 (First Amendment to Settlement Agreement") to reflect (1) the reduction in units from 128 to 127 to accommodate the management office and laundry facility, and (2) the Township's commitment to obtain more two-bedroom affordable rental units in projects that are approved during the third round (through to 2025).

As these complexes were built and occupied between 1982 and 1986, the 2008 statutory requirement set forth in N.J.S.A. 52:27D-329.1, that affordable housing be provided for very low income persons, is not required. As part of settlement, acknowledging that it may have a future very low income requirement based on future fair share obligations, the Township agreed to update its fair share ordinances to reflect the very-low income requirement and incorporate them in this Housing and Fair Share Plan Amendment.

The location of affordable housing in North Hanover is shown in Figure 1 below.



Source: Courtesy of Master's Report, p. 11.

HOUSING ELEMENT & FAIR SHARE PLAN

As the Master's Report states, North Hanover will meet its fair share housing obligation by continuing the rehabilitation program as outlined in the Township's December 17, 2008 Third Round Compliance Plan (as detailed below) and by utilizing three existing affordable family rental complexes: Millstream Apartments North and South, and Maplewood Apartments. These complexes contain 128 affordable family rental units in which affordability controls have been extended until 2047. One of the rental units (Unit G-1) will be converted into a management office and laundry facility as part of a renovation by the new owner. These rental units were built prior to the 2008 requirement in N.J.S.A. 52:27D-329.1.

In order to address provision of "very low income" units, North Hanover agrees to update its fair share ordinances to reflect the very low-income requirement, as the Township may have a future very low income requirement based on future fair share obligations. Moreover, all future affordable units produced in the Township (including federal tax credit funded units) shall adhere to income and bedroom distribution requirements and shall be governed by controls on affordability and affirmative marketing in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") or any successor regulation, and any other applicable law with the exception that 13% of rental units within each bedroom distribution shall be set at 30% of median income pursuant to N.J.S.A. 52:27D-329.1.

REHABILITATION

North Hanover will utilize development fees and apply for a grant through the State's Small Cities Program for additional housing rehabilitation funds. The program will be open to both owner occupied and rental occupied housing units. In the event that Small Cities funds are not available, the remaining rehabilitation obligation will be satisfied by credits from the three projects described further below. This is permitted under N.J.A.C. 5:97-6.2(b)7 which states that "Pursuant to N.J.A.C. 5:97-4.3, units that are eligible to receive new construction credit may be used to address a municipal rehabilitation share."

Further, North Hanover will utilize the following methodology for calculating regional income limits and rental increases. Income limits for all units that are part of the Township's Housing Element and Fair Share Plan and for which income limits are not already established through a federal program exempted from the Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26.1 ("UHAC") 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 5 in which North Hanover is located, 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 municipality's housing region. This quotient

HOUSING ELEMENT & FAIR SHARE PLAN

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 Region 5 income limits (as presently set forth in Table 1 *COAH 2019 Regional Income Limits*) are the result of applying the percentages set forth in paragraph (a) above to HUD's determination of median income for the most recent year and shall be utilized until the municipality updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
- c. If at any time, COAH (or a successor administrative agency duly empowered by an amendment to the Fair Housing Act) begins to issue updated annual income limits and rules for increasing sales prices and rent levels each year, said updated income limits and rules for increasing sales prices and rent levels each year may be used instead of the methodology set forth herein.

In establishing sale prices and rents of affordable housing units, the Administrative Agent for North Hanover shall follow the procedures set forth in UHAC, utilizing the regional income limits established pursuant to the process defined above.

The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing.

PRIOR and NEW CONSTRUCTION OBLIGATION

Pursuant to the Amended Settlement Agreement, the Township has agreed to address the prior round obligation of one (1) unit with its third round obligation (1999-2025) of 101 units for a total new construction fair share of 102 units.

The Fair Share Plan shall focus its affordable housing efforts on the following properties that are existing family affordable developments. As the Master's Report notes at page 10 "as the existing affordable units pre-date the 2008 statutory amendment of the Fair Housing Act (FHA) requiring the provision of very low-income units, the Township does not have a very-low income requirement pursuant to the N.J.S.A. 52:27D-329.1 at this time." North Hanover shall be updating its fair share ordinances to reflect the very low-income requirement.

The Township's obligation will be met as follows:

Table 19: North Hanover Township – Compliance Mechanisms			
TOTAL 102-Unit Obligation (Prior Round and Third Round)	Credits	Bonuses	Total
100% Affordable Housing Sites-completed-Prior Cycle Credits			
Millstream Apartments North	48	0	48
Millstream Apartments South	39	0	39
Maplewood Apartments	40	0	40
TOTAL	127	0	127
SURPLUS: Prior Rounds & Third Round (102) – 127 = 25			25
<i>Maximum Prior Round and Third Round Seniors = .25 {102-127(prior cycle credits)} = 0</i>			
<i>Minimum Prior Round and Third Round Rentals = .25 {102-127(prior cycle credits)} = 0</i>			

Millstream Apartments North

Millstream Apartments North, which is located at 202 Croshaw Road (Block 603, Lot 10), consists of 48 one-bedroom rental units, all of which are affordable. Occupancy of this building commenced on June 1, 1986. The complex, which consists of six buildings encompasses 5.5 acres and has a density of 8.7 units per acre, contains all low income one bedroom units. According to the Master's Report at page 12, 2010 monitoring documents obtained from COAH indicated that in 2010 all units were occupied by low income tenants. COAH had previously certified all 48 units in this complex as credit worthy.

Millstream Apartments South

Millstream Apartments South, which is situated at 18 Jonesmill Road (Block 603, Lot 29) began occupancy on May 1, 1982. The complex consists of 40 rental units, all of which are affordable. There are five buildings with a total of 32 three-bedroom units and eight one-bedroom units. According to the Master's Report at page 12, 2010 monitoring documents obtained from COAH indicated that in 2010 all units were occupied by low-income tenants. One three bedroom unit (Unit G-1) will be converted from an existing apartment to an on-site management office and laundry facility resulting in the complex containing 39 residential units with 31 three-bedroom units and eight one-bedroom units. COAH had previously certified all 40 units in this complex.

Maplewood Apartments

Maplewood Apartments are located at 42 Meany Road (Block 800, Lot 68). The complex received its certificate of occupancy on September 15, 1985, and is comprised of 40 rental units (32 one-bedroom and 8 two-bedroom), all of which are affordable. According to the Master's Report at page 13, 2010 monitoring documents obtained from COAH indicated that in 2010 all units were occupied by low income tenants. COAH had previously certified all 40 units in this complex.

BEDROOM DISTRIBUTION

The Master's Report recommended, and the Court accepted the Master's findings, that the existing bedroom distribution within the three affordable family rental complexes in North Hanover was acceptable. This recommendation was based upon the following: (1) the history of the complexes predating COAH and UHAC regulations (which now restrict affordable housing complexes to no more than 20% one bedroom units, at least 30% two bedroom units and at least 20% three bedroom units – with the balance either two or three bedroom units); (2) COAH's prior acceptance of the existing bedroom configuration by COAH; and, (3) the Township's position re: requiring that possible future affordable housing alleviate the over reliance on one-bedroom units. In order to rectify the two-bedroom imbalance, the Township agrees that it will endeavor to secure a higher percentage of two-bedroom rental units in any future affordable rental projects that are approved during the pendency of the third round extending to 2025. See Table 20 for Bedroom and Income Distribution.

Table 20: Bedroom Distribution in Affordable Units					
	One BR	Two BR	Three BR	TOTAL	INCOME DISTRIBUTION
Millstream Apartments N.	48	0	0	48	Per monitoring documents obtained by COAH in, all low-income tenants
Millstream Apartments S.	8	0	31*	39	Per monitoring documents obtained by COAH , all low-income tenants
Maplewood Apartments	32	8	0	40	Per monitoring documents obtained by COAH , all low-income tenants
TOTAL	88	8	31	127	
*One three-bedroom unit to be converted to management office/laundry facilities.					

AFFORDABILITY CONTROLS

HOUSING ELEMENT & FAIR SHARE PLAN

The Master's Report indicates that the above complexes received Section 515 funding from the US Farmers Home Administration (now Rural Development) which were deed restricted as affordable housing for 20 years per the Mortgage Notes. Although the restriction period technically has ended, written confirmation from Rural Development has confirmed that the units are currently governed by United States Department of Agriculture, Rural Development regulations (7 CFR 3560) that require the units to remain affordable to low and moderate income households. Moreover, as part of the settlement negotiations, the new owner, Burlington Preservation Associates, LLC, recorded a Restrictive Use Covenant for all three complexes extending controls until 2047. See Exhibit 13.

COMPLIANCE MECHANISMS

In accordance with the Master's Report, North Hanover Township will take the following steps to ensure the provision of affordable housing as agreed to in the Settlement Agreement and the First Amendment to the Settlement Agreement.

The Affordable Housing Trust Fund and Spending Plan (Condition #2 of the Master's Report)

All expenditures from a municipality's Affordable Housing Trust Fund must be made in accordance with an approved Spending Plan. Accordingly, North Hanover Township has provided an updated Spending Plan as part of its Fair Share Plan. See Appendix, Exhibit 8. As required, with the Township's new construction fair share addressed with existing affordable units, the primary function of this Spending Plan, at this time, is to fund the Township's Affordability Assistance Program and administrative costs. The Spending Plan provides the current status of North Hanover's Affordable Housing Trust Fund along with a projection of the revenue expected through 2027 and the funds needed to implement the affordability assistance program.

Fair Share Ordinance, Affirmative Marketing (Conditions #3 and #4 of the Master's Report)

As part of this Fair Share Plan, the Township of North Hanover has provided a draft amended Housing Ordinance (See Appendix, Exhibit 9) which will be submitted as part of its revised compliance plan to be submitted to the court, and adoption of which will be a condition of a future compliance hearing with the court.

Additionally attached is a revised Marketing Plan (See Appendix, Exhibit 10), specifically including the additional groups to be noticed of affordable housing unit availability required by the Settlement Agreement and to be submitted as part of North Hanover's revised compliance plan to the court.

Resolution Appointing Municipal Liaison and Administrative Agent (Condition #5 of the Master's Report)

HOUSING ELEMENT & FAIR SHARE PLAN

A further part of this Fair Share Plan is a copy of the adopted Resolution appointing an existing municipal employee as the North Hanover Township municipal housing liaison and denoting the existing Administrative Agent for the three affordable housing complexes, to be submitted as part of North Hanover's revised compliance plan to the court. See Appendix, Exhibit 11.

Current Copy of Affordable Housing Development Fee Ordinance (Condition #6 of the Master's Report)

As part of this Fair Share Plan, the Township of North Hanover has included a copy of its Affordable Housing Development Fee Ordinance, to be submitted as part of North Hanover's revised compliance plan to the court. See Appendix, Exhibit 12.

Reporting Requirements

In accordance with the Settlement Agreement, First Amendment to the Settlement Agreement and the Master's Report, the Township of North Hanover agrees to provide the following on the first anniversary of the Settlement Agreement and the every anniversary thereafter through the end of the Agreement in 2025:

- Annual report of Affordable Housing Trust Fund activity; and
- Annual report of the status of all affordable housing activity (including its rehabilitation program) within the municipality.

The Township shall post on its municipal website (for the midpoint realistic opportunity review as required by N.J.S.A. 52:27D-313) with a copy to the Fair Share Housing Center and other regional affordable housing advocacy groups, a status report as to its implementation of Fair Share Plan and its compliance with the statutory requirement for the provision of very-low income housing if triggered. The Township will provide an expanded list of community and regional organizations for affirmative marketing and agree to adhere to the Uniform Affordability Controls ("UHAC") for future affordable housing production. If the Township's ultimate third round fair share obligation is determined to be 80 units or less, the Township may seek to reduce its obligation although still keeping the existing credits in its Compliance Plan.

III. SUMMARY

Pursuant to a 2016 Settlement Agreement with the Fair Share Housing Center, further amended in a 2017 First Amendment to Settlement Agreement, North Hanover Township has a two (2) unit rehabilitation share, a one (1) unit prior round obligation (that will be merged into the Third Round Share); and a Third Round Share of 101 units.

In the Settlement Agreement, the parties agreed that the 101-unit obligation was already fully satisfied by virtue of the 128 affordable family rental units that already exist in the Township, and which fully address the Township's 25% rental obligation.

The Township will meet its fair share housing obligations by continuing its rehabilitation program and utilizing three (3) existing 100% affordable family rental complexes known as Millstream Apartments North and South, and Maplewood Apartments, which contain 128 affordable family rental units in which affordability controls have been extended to 2047.

At the time that they were constructed (early to mid-1980's), and financed by the Rural Development Program of the US Department of Agriculture, there was not a requirement for an on-site management office and laundry facilities. These complexes were sold to Rural Housing Preservation Associates, LLC, with financing utilizing NJ Housing and Mortgage Finance Agency ("HMFA") tax credits, a requirement of which is that 100% affordable projects of 44 or more apartments have an on-site management office and laundry facilities.

Moreover, the three complexes pre-date COAH regulations which generally require a bedroom distribution for affordable housing that permits no more than 20% one-bedroom units, at least 30% two-bedroom units and the balance consisting of either three- or four-bedroom units. The complexes contain a high number of 1-bedroom and 3-bedroom units, which technically creates a shortfall in meeting COAH's and UHAC's minimum 30% two-bedroom unit requirement. To rectify this imbalance, the Township agreed that it would endeavor to secure a higher percentage of two-bedroom rental units in any affordable rental projects approved during the pendency of the Third Round extending to 2025.

Accordingly, the 2016 Settlement Agreement was amended in May 2017 (First Amendment to Settlement Agreement") to reflect (1) the reduction in units from 128 to 127 to accommodate the management office and laundry facility, and (2) the Township's commitment to obtain more two-bedroom affordable rental units in projects that are approved during the Third Round (through to 2025).

As these complexes were built and occupied between 1982 and 1986, the 2008 statutory requirement set forth in N.J.S.A. 52:27D-329.1, that affordable housing be provided for very low income persons, is not required. As part of settlement, acknowledging that it may have a future very low income requirement based on future fair share obligations, the Township has agreed to update its fair share ordinances to reflect the very-low income requirement and incorporate them in this Housing and Fair Share Plan Amendment.

The 127 affordable family rental units fully satisfy the Township's prior round and Third Round fair share need obligations and subject to future decisions by a court or appropriate agency may provide surplus units that can be credited against possible future fair share obligations.

APPENDIX

SETTLEMENT AGREEMENT

MOUNT LAUREL SETTLEMENT AGREEMENT

THIS MOUNT LAUREL SETTLEMENT AGREEMENT ("Agreement") is made on this _____ day of _____, 2016 by and between the **TOWNSHIP OF NORTH HANOVER** ("Township" and/or "North Hanover"), a municipal corporation of the State of New Jersey, with offices at 41 Schoolhouse Road, Jacobstown, New Jersey 08562 and **FAIR SHARE HOUSING CENTER** ("FSHC") with offices at 510 Park Boulevard, Cherry Hill, New Jersey 08002.

RECITALS

1. The New Jersey Council on Affordable Housing ("COAH") heretofore determined that North Hanover had a prior round (1987 to 1999) present need (rehabilitation) affordable housing obligation of sixteen (16) units and prospective need (new construction) obligation of one (1) unit.
2. The Township adopted a Third Round Housing Element and Fair Share Plan (collectively "Compliance Plan") dated December 17, 2008 which documented (a) how the Township planned to address its 16-unit rehabilitation obligation, and (b) the existence of 128 affordable family rental units in the Township that have fifty (50) year affordability controls that extend into the future from 17 to 21 years. A copy of the Compliance Plan is attached hereto as Exhibit "A" and the contents thereof are incorporated by reference herein as if set forth herein at length.
3. The affordable rental units fully satisfy and exceed the Township's 25% rental obligation pursuant to N.J.A.C. 5:93 – 5.15(a).

4. The Township thereafter petitioned COAH for third round Substantive Certification which was granted on May 14, 2009 pursuant to COAH Resolution No. 4-09 which purportedly provided the Township with immunity and repose against exclusionary zoning challenges until May 14, 2019.

5. However, the Appellate Division and the Supreme Court subsequently invalidated the “growth share” rules that COAH adopted in 2008 upon which the Township’s third round Compliance Plan was based and the Supreme Court, on March 10, 2015, thereafter divested COAH of further administrative review and rulemaking authority in In re N.J.A.C. 5:96 and 5.97, 221 N.J. 1 (2015) [Mount Laurel IV]. The Supreme Court determined that the court must once again resume its role in ensuring that municipalities satisfactorily address their affordable obligations under the Mount Laurel doctrine and the Fair Housing Act (“FHA”). Further, trial courts are now responsible for calculating and determining third round municipal fair share allocations.

6. As such, North Hanover filed a declaratory judgment proceeding on June 29, 2015 in the matter encaptioned In the Matter of the Application of the Township of North Hanover, BUR-L-1528-15 (Mount Laurel) and is presently waiting for the trial court to calculate and determine its third round affordable housing prospective need number so that it can amend its third round Compliance Plan that COAH substantively certified in 2009 to address its new number.

7. FSHC and a consortium of 287 municipalities have retained consultants to assist the trial court judges that are adjudicating the pending Mount Laurel cases in calculating and determining the third round prospective need numbers and there is a wide disparity over the

magnitude of the numbers and disputes over the length of the third round, the resolution of which is necessary before final determinations and housing assignments can be made by the Court.

8. Professor David N. Kinsey, Ph.D., FAICP, P.P. is the consultant who was retained by FSHC. Professor Kinsey calculated the third round prospective need numbers for all municipalities in New Jersey in July of 2015 and determined that North Hanover's third round prospective need number is 192 units.

9. Professor Kinsey readjusted and refined his calculations in a Report issued on May 17, 2016 and concluded that North Hanover's third round prospective need is 145 units.

10. The Mount Laurel cases encourage the settlement of complex affordable housing litigation to avoid delays, the expense of trial, and to expeditiously allow the provision of homes that benefit low and moderate income households.

11. North Hanover desires to avoid further delay and litigation expense and the Township and FSHC, subject to approval by the Court, have agreed to stipulate for settlement purposes that the Township's third round prospective need number is 101 units, which is a 30% reduction from the 145-unit estimate in Professor Kinsey's May 17, 2016 Report.

12. Moreover, the parties agree that the stipulated 101-unit obligation has already been fully satisfied by virtue of the 128 affordable family rental units which already exist in the Township which also fully address the Township's 25% rental obligation.

13. The purpose of this Agreement is to memorialize the parties' commitments, obligations and undertakings with respect to the foregoing.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, commitments and agreements set forth herein, the parties hereto covenant and agree as follows:

1. The Recitals set forth hereinabove are incorporated by reference herein as if set forth herein at length.

2. At this time and at this particular point in the process resulting from the Supreme Court's Mount Laurel IV decision, when fair share obligations have yet to be definitively determined, it is appropriate for the parties to arrive at a settlement regarding North Hanover's third round present and prospective need to avoid the need for further delay and litigation expense.

3. For purposes of settlement, FSHC and North Hanover hereby agree that the Township's affordable housing obligations are as follows:

Present need and/or rehabilitation obligation as per the 5/17/16 Kinsey Report	2 units
Prior round obligation (pursuant to N.J.A.C. 5:93)	1 unit
Third round prospective need (as per the 5/17/16 Kinsey Report as adjusted through this settlement agreement) [30% of 145].....	101 units

4. The Township's efforts to address its present need/rehabilitation share are documented in the December 17, 2008 Third Round Compliance Plan that is attached hereto and made a part hereof as Exhibit "A" and the Township agrees to continue to implement the Plan, recognizing that the Present Need has been calculated as of 2015 and that credits toward the Present Need must be for units rehabilitated during or after 2015.

5. The Township's efforts to address its prior round obligation are as documented in the December 17, 2008 Compliance Plan that is attached hereto as Exhibit "A" and the Township agrees to continue to implement the Plan.

6. The Township's efforts to address its cumulative third round obligation (including its third round prospective need obligation) are documented in the December 17, 2008

Compliance Plan which is attached hereto as Exhibit "A" and the Township agrees to continue to implement the Plan. The parties acknowledge that there are 128 affordable family rental units that exist in the Township that have extended affordability controls. FSHC agrees that these units fully satisfy the Township's prior round and third round prospective need obligations and, subject to future decisions by a court or appropriate agency, may provide surplus units that can be credited against the Township's fourth round prospective need obligation.

7. The Township agrees to amend the December 17, 2008 Compliance Plan to reflect the stipulated 101-unit third round prospective need number as documented herein within sixty (60) days after the Court approves this Agreement and conducts a constitutional compliance assessment of the Compliance Plan as required by the Supreme Court's decision in Mount Laurel IV.

8. FSHC agrees that the 128 affordable family rental units that currently exist in the Township fully satisfy the Township's 25% rental obligation pursuant to N.J.A.C. 5:93-5.15(a). In addition, as the 128 affordable family rental units were built and occupied between 1982 and 1986, the Township does not currently have a very-low income requirement pursuant to N.J.S.A. 52:27D-329.1 which was enacted in 2008. However, the Township may have a future very-low income requirement based on future fair share obligations..

9. The Township shall add FSHC 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), and shall, as part of its regional marketing strategies during its implementation of this 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.

10. All future affordable units produced in the Township (including federal tax credit funded units) shall adhere to income and bedroom distribution requirements and be governed by controls on affordability and affirmative marketing in conformance with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1 et seq. ("UHAC") or any successor regulation, and any other applicable law with the exception that 13% of rental units shall be set at 30% of median income pursuant to N.J.S.A. 52:27D-329.1 (instead of 10% of rental units set at 35% of median income as currently required by UHAC.). No local residency preferences shall be permitted although COAH's regional residency/work locational preference is permitted. The foregoing notwithstanding, the parties acknowledge and agree that the 128 affordable family rental units that exist in the Township have controls on affordability that exceed the 30-year minimum in the UHAC regulations.

11. The parties agree that if a court of competent jurisdiction in Burlington County, or a determination by the administrative agency responsible for implementing the FHA, 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 lowered by more than 20% in the total prospective third round need obligation established in this Agreement, and if that calculation is memorialized in an unappealable Final Judgment, the Township may seek to amend the Judgment in this matter to reduce its fair share obligation accordingly. Notwithstanding any such reduction, the Township shall be obligated to implement the Compliance Plan attached hereto.

12. On the first anniversary date of the execution of this Agreement, and every anniversary date 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 FSHC, using forms

previously developed for this purpose by COAH or any other forms endorsed by the Special Master and FSHC.

13. FSHC is hereby deemed to have party status in this matter and to have intervened in this matter as a defendant without the need to file a Motion to Intervene or an Answer or other pleading. The parties to this Agreement agree to request the Court to enter an Order declaring that FSHC is an intervenor, but the absence of such an Order shall not impact FSHC's rights.

14. Prior to becoming effective, this Settlement Agreement must be approved by the Court following a Fairness Hearing as required by Morris County Fair Housing Council v. Boonton Township, 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 the hearing if requested by FSHC or the Court's Special Master. FSHC agrees not to challenge the attached Compliance Plan at the Fairness and Compliance Hearings in the event that the Court approves this proposed settlement, the parties contemplate the municipality will receive the judicial equivalent of Substantive Certification and accompanying protection as provided under the FHA as is addressed in the Supreme Court's decision in Mount Laurel IV. The accompanying protection shall remain in effect through July 1, 2025.

15. This Settlement Agreement may be enforced through a Motion to Enforce Litigant's Rights or in a separate action filed in the Superior Court, Burlington County. A prevailing movant or plaintiff in such Motion or separate action shall be entitled to reasonable attorney's fees.

16. 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 adjudicated by a court to be invalid, illegal or unenforceable in any respect, such determination shall not affect the remaining sections.

17. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

18. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the parties.

19. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement.

20. The parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with counsel, that each party is the proper person and possesses 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.

21. 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 of the parties and therefore, the presumption of resolving ambiguity against the drafter shall not apply. Each of the parties expressly represents to the other party that (1) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (2) has conferred due authority for the execution of this Agreement upon the person executing it.

22. Any and all exhibits annexed to this Agreement are hereby made a part of this Agreement by this reference thereto.

23. 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.

24. Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all the parties hereto have executed and delivered this Agreement.

25. All notices required under this Agreement shall be written and shall be served upon the respective parties by certified mail, return receipt requested, or by recognized overnight or personal carrier. In addition, where feasible (for example, transmittals of less than 50 pages) shall be served by facsimile or e-mail. All notices shall be deemed received upon the date of delivery. 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: FSHC
Kevin D. Walsh, Esq.
Fair Share Housing Center
510 Park Boulevard
Cherry Hill, NJ
Phone: 856-665-5444
Telecopier: 856-663-8182
kevinwalsh@fairsharehousingcenter.org

TO: Township of North Hanover
Mary Picariello, Municipal Clerk
Municipal Building
41 Schoolhouse Road
Wrightstown, New Jersey 08562
Clerk@northhanovertwp.com

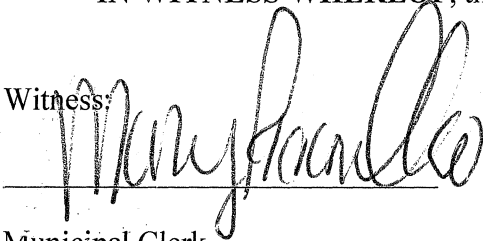
Copy: Mark Roselli, Esq.
Roselli Griegel Lozier & Lazzaro
1337 Highway 33
Hamilton Square, New Jersey 08690
mroselli@roselligriegel.com

Copy: Ronald C. Morgan, Esq.
Parker McCay P.A.
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054-5054
rmorgan@parkermccay.com

Copy: Mary Beth Lonergan, P.P., Court Master
Clarke, Caton & Hintz
100 Barrack Street
Trenton, NJ 08608-2008
mblonergan@cchnj.com

IN WITNESS WHEREOF, the parties hereto set their hands and seals as below:

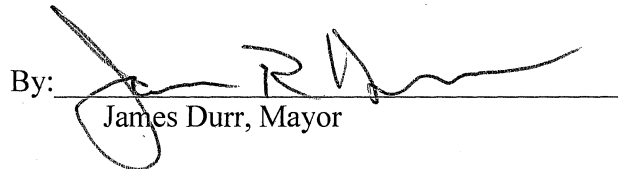
Witness:



Municipal Clerk

TOWNSHIP OF NORTH HANOVER

By:



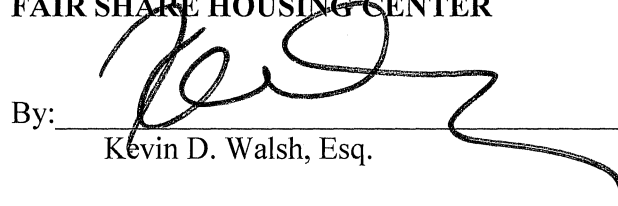
James Durr, Mayor

Witness:



FAIR SHARE HOUSING CENTER

By:



Kevin D. Walsh, Esq.

EXHIBIT “A”

FIRST AMENDMENT TO SETTLEMENT AGREEMENT

**FIRST AMENDMENT TO
SETTLEMENT AGREEMENT**

THIS FIRST AMENDMENT TO MOUNT LAUREL SETTLEMENT

AGREEMENT ("Amendment") is made on this 4th day of May, 2017, by and between the
TOWNSHIP OF NORTH HANOVER ("Township" and/or "North Hanover") and **FAIR
SHARE HOUSING CENTER** ("FSHC");

RECITALS

1. On December 13, 2016, North Hanover entered into a Mount Laurel Settlement Agreement with FSHC which addresses a stipulated third round fair share obligation of two (2) rehabilitation units, a one (1) unit prior round obligation and a 101-unit third round (1999 – 2025) obligation which is fully satisfied as to the prior round and third round obligation by 128 affordable family rental units located in three 100% affordable apartment complexes known as Millstream Apartments North, Millstream Apartments South and Maplewood Apartments that are, respectively, located at 202 Croshaw Road (Block 603, Lot 10), 18 Jonesmill Road (Block 603, Lot 29), and 42 Meany Road (Block 800, Lot 68) in North Hanover Township.

2. The three projects were constructed in the early to mid-1980's utilizing financing provided by the U.S. Department of Agriculture ("USDA") pursuant to its "Rural Development" program implemented at 7 CFR § 3560 which provides federal funding to facilitate the provision of low and moderate income housing.

3. The Rural Development regulations did not require at the time that the three apartment complexes collectively provide an on-site Management Office and laundry facilities although the Low Income Tax Credit regulations that are implemented by the New Jersey Housing Mortgage Finance Agency ("NJHMFA") now require that 100% affordable rental

projects that are funded utilizing tax credits that contain 44 or more apartments have an on-site Management Office and laundry facilities.

4. The three apartment complexes are under contract to be sold to Rural Housing Preservation Associates, LLC (an affiliate of Leon M. Weiner and Associates, Inc.) ("RHPA") which intends to thoroughly renovate the affordable rental units with over \$8 million in improvements and desires to convert Rental Unit G-1 in the Millstream South complex to a Management Office and laundry facility which is consistent with NJHMFA's current requirements and policies if this project was financed now with tax credits. Thus, if the one (1) unit conversion is permitted by the Township, FSHC and the Court, the three apartment complexes will collectively contain 127 affordable family rental units as opposed to the 128 apartments that currently exist.

5. The conversion of the one unit to a Management Office and laundry facility is acceptable to both the Township and FSHC and approval of the conversion is hereby sought from the Court as documented in this Amendment.

6. All three apartment complexes pre-date the regulations adopted by the New Jersey Council on Affordable Housing ("COAH") and the New Jersey Uniform Housing Affordability Controls ("UHAC") which generally require a bedroom distribution for affordable housing that permits no more than 20% one-bedroom units, at least 30% two-bedroom units, and at least 20% three-bedroom units with the balance consisting of either two- or three-bedroom units.

7. These bedroom distribution requirements were not applicable when the three projects were funded in the early to mid-1980's under USDA's Rural Housing program and the three complexes contain a high concentration of one-bedroom and three-bedroom units which

technically creates a shortfall in meeting COAH's and UHAC's minimum 30% two-bedroom unit requirement.

8. In order to rectify this two-bedroom imbalance, the Township agrees that it will endeavor to secure a higher percentage of two-bedroom rental units in any future affordable rental projects that are approved during the pendency of the third round extending to 2025.

9. Paragraph 7 of the original Agreement presently requires that the 2008 Compliance Plan be amended within sixty (60) days after the Court approves the Agreement to incorporate the terms and requirements of the Agreement and the Court Master is recommending that this time-frame be expanded to 120 days as documented in this Amendment. The Township and FSHC do not object to this recommendation from the Court Master and desire to amend Paragraph 7 of the original Agreement accordingly.

10. The purpose of this Amendment is to memorialize the foregoing commitments, agreements and understandings.

NOW, THEREFORE, in consideration of the mutual promises, commitments and agreements set forth herein, the parties hereto covenant and agree as follows:

1. The Recitals set forth hereinabove are incorporated by reference herein as if set forth herein at length.

2. RHPA, the contract purchaser of the Millstream North, Millstream South and Maplewood 100% affordable apartment complexes that collectively currently contain 128 rental units shall be permitted to convert rental Unit G-1 in the Millstream South complex to a Management Office and laundry facility consistent with current NJHMFA requirements and policies.

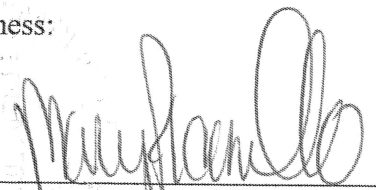
3. In an effort to correct the current imbalance of two-bedroom apartment units in the three apartment complexes which pre-date the current bedroom distribution requirements established by COAH and UHAC, the Township agrees that it shall endeavor to secure a higher concentration and percentage of two-bedroom units in future affordable family rental projects that are approved during the pendency of the third round which extends to 2025. The Township's efforts in this regard will be documented in the Annual Report of Status of Affordable Housing Activity which the Township is obligated to file pursuant to the terms of the original Mount Laurel Settlement Agreement which this instrument seeks to amend.

4. To accommodate the recommendation of the Court Master, Paragraph 7 of the original Agreement is amended to reflect that the time-frame for the Township to amend the 2008 Compliance Plan to address the terms of the Agreement is expanded from 60 to 120 days after the Agreement and this Amendment thereto are approved by the Court by appropriate Court Order.

5. All terms, provisions and agreements set forth in the original Mount Laurel Settlement Agreement are incorporated by reference herein as if set forth herein at length.


IN WITNESS WHEREOF, the parties hereto set their hands and seals as below.

Witness:




Mary Picariello, Municipal Clerk

TOWNSHIP OF NORTH HANOVER

By: 

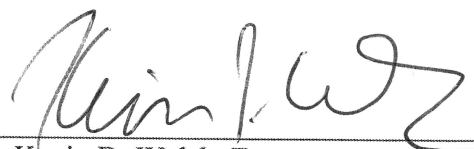
Louis DeLorenzo, Mayor

Witness:



Joshua Bauers

FAIR SHARE HOUSING CENTER

By: 

Kevin D. Walsh, Esq.

MASTER'S REPORT



**MASTER'S REPORT ON A SETTLEMENT AGREEMENT
AND PRELIMINARY COMPLIANCE DETERMINATION
FOR THE TOWNSHIP OF NORTH HANOVER
BURLINGTON COUNTY, NEW JERSEY**

IMO Application of the Township of North Hanover
Docket No. BUR-L-001528-15

RECEIVED

APR 25 2017

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

April 24, 2017

Prepared For:

**The Honorable Ronald E. Bookbinder, A.J.S.C.
Superior Court of New Jersey
Burlington County Courthouse
49 Rancocas Road, 7th Floor
Mount Holly, NJ 08060**

Prepared By:

A handwritten signature in black ink that reads "Mary Beth Lonergan".

Mary Beth Lonergan, PP, AICP
New Jersey Professional Planning License No. 4288

A handwritten signature in black ink that reads "Kendra Lelie".

Kendra Lelie, PP, AICP
New Jersey Professional Planning License No. 5537

Clarke Caton Hintz

100 Barrack Street
Trenton, New Jersey 08608



*Master's Report on Settlement Agreement and Preliminary Compliance Summary
For the Township of North Hanover, Burlington County*

April 24, 2017

To prepare this report, I reviewed the Settlement Agreement, executed on December 13, 2016 and submittals of the Township provided by Mr. Morgan, including the Township's 2008 Third Round Housing Element and Fair Share Plan certified by COAH on May 14, 2009.

Public notice of the upcoming hearing was published in accordance with established *Mount Laurel* case law. The notice properly summarized the salient points of the Agreement and preliminary compliance summary, directed any interested members of the public to the North Hanover Township municipal building where they could review the documents, described the purpose of the Court hearing on May 2, 2017 and invited written comments on the Agreement and preliminary compliance summary to be filed no later than April 12, 2017. In response to the public notice, one comment was received by Tom Carroll, Esq. regarding the need to convert one of the apartment units in the Millstream South apartment complex into an office for the management of the Millstream South, Millstream North and Maplewood Apartment complexes. Millstream South is one of the three existing apartment complexes containing affordable family rental units and a component of the Township's proposed compliance plan. The proposed conversion will reduce the number of existing affordable family rental units from 128 to 127. Additional detail regarding the compliance mechanism will be discussed in more detail below.

As discussed in detail below, this report recommends approval of the Settlement Agreement between FSHC and North Hanover to the Court. This report also recommends that North Hanover Township be given 120 days instead of 60 days listed in the Agreement for the preparation, adoption and submission of the amended Compliance Plan.

2.0 BACKGROUND

In his certification in the Township's Declaratory Judgment action, Mr. Morgan noted that North Hanover petitioned the Council on Affordable Housing ("COAH") in the third round and received COAH substantive certification on May 14, 2009. The Township's third round plan was

*Master's Report on Settlement Agreement and Preliminary Compliance Summary
For the Township of North Hanover, Burlington County*

April 24, 2017

based on a total need consisting of sixteen (16) rehabilitation units, a one (1) unit prior round obligation and a 21-unit projected third round "growth share" obligation.

On March 10, 2015, the Supreme Court issued a ruling on the Motion In Aid of Litigant's Rights (In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing, 221 N.J. 578 (2015)) filed by FSHC. Providing a new direction for New Jersey municipalities in their effort to comply with the constitutional requirement to provide their fair share of affordable housing, the Court transferred responsibility to review and approve housing elements and fair share plans from COAH to designated *Mount Laurel* trial judges. The Township is deemed to be a "certified municipality" (one of approximately 68 municipalities) per the NJ Supreme Court's March 10th decision. In adherence with the process laid out by the Supreme Court and the Superior Court, North Hanover filed a Declaratory Judgment Motion on June 26, 2015 and a Certification of Counsel in Support of Motion submitted by Mr. Morgan in Support of the Township's Motion to Reaffirm Immunity from Mount Laurel Lawsuits, dated November 18, 2015, accompanied by supporting documents including:

- Resolution No. 4-09 adopted by the New Jersey Council on Affordable Housing ("COAH") on May 14, 2009 granting Third Round Substantive Certification; said Resolution including the April 23, 2009 Compliance Report prepared for COAH by its staff.
- Housing Element and Fair Share Plan for the Township of North Hanover Prepared by Dave Gerkens, PP, AICP, and dated December 17, 2008, which was the document reviewed by COAH to determine compliance with COAH regulations.

3.0 THE CONTEXT FOR REVIEW

Before addressing the Settlement Agreement and the documents which have been submitted for the Court's consideration, I would like to acknowledge the parties' efforts in achieving settlement of the Township's Third Round fair share obligation. Settlement of *Mount Laurel* litigation including

*Master's Report on Settlement Agreement and Preliminary Compliance Summary
For the Township of North Hanover, Burlington County*

April 24, 2017

the establishment of the Township's fair share – so long as it meets the appropriate standards for judicial approval – is clearly preferable to the adjudication of a builder's remedy dispute or other *Mount Laurel* dispute.

Among the most prominent advantages to settlement is that it creates a more civil atmosphere for the further interactions between the parties, such as the ongoing monitoring of the municipal means to address its fair share obligations. Cooperative working relationships increase the likelihood that FSHC and the municipality will be able to resolve differences during the monitoring period without resorting to Court action. In this way settlements typically facilitate the local compliance process and thereby expedite the delivery or rehabilitation of affordable housing.

The Agreement must be evaluated according to guidelines established by the Court in two principal cases: Morris County Fair Housing Council v. Boonton Twp. 197 N.J. Super. 359, 369-71 (Law Div. 1984) and East/West Venture v. Borough of Fort Lee 286 N.J. Super. 311 (App. Div. 1996). These cases require agreements in *Mount Laurel* litigation to be subject to a "Fairness Hearing". The scope of the Fairness Hearing was determined by the Appellate Division in a decision that upheld the hearing process conducted by then-Assignment Judge Peter Ciolino in East/West Venture, a case in which Philip Caton, PP, FAICP, served as Special Master. In its 1996 decision, the Appellate Court ruled that a settlement between a builder Plaintiff and municipal defendant in a *Mount Laurel* case may be approved by the Trial Court after a hearing which established that the settlement "adequately protects the interest of lower-income persons on whose behalf the affordable units proposed by the settlement are to be built" 286 N.J. Super. 311, 329 (App. Div. 1996). The Appellate Court provided specific factors for Trial Courts to consider in making fairness determinations. These factors, as modified for relevance in a case with a settlement between an intervener (FSHC) and a municipality, will be detailed in a subsequent section of this report.

Notwithstanding the continued uncertainty in the statewide affordable housing realm, I have endeavored to utilize the second round regulations of COAH to the greatest extent practicable in the course of this review for the Court. This approach will encourage uniformity in the interpretation of

*Master's Report on Settlement Agreement and Preliminary Compliance Summary
For the Township of North Hanover, Burlington County*

April 24, 2017

the Mount Laurel doctrine and is consistent with both legislative and judicial directives. The Fair Housing Act (P.L. 1985, c. 222) states,

"The interest of all citizens, including low and moderate income families in need of affordable housing, would be best served by a comprehensive planning and implementation response to this constitutional obligation." (N.J.S.A. 52:27D-302(c))

Furthermore, the NJ Supreme Court, in its decision in *The Hills Development Co. v. Town of Bernards*, 103 NJ 1 (1986) (commonly known as *Mount Laurel III*) upheld the constitutionality of the Fair Housing Act, and stated,

"Instead of varying and potentially inconsistent definitions of total need, regions, regional need, and fair share that can result from the case-by-case determinations of courts involved in isolated litigation, an overall plan for the entire state is envisioned, with definitions and standards that will have the kind of consistency that can result only when full responsibility and power are given to a single entity." (103 N.J. at 25)

Lastly, in the decision, the Supreme Court also stated that to the extent that *Mount Laurel* cases remained before the courts,

"...any such proceedings before a court should conform whenever possible to the decisions, criteria and guidelines of the Council." (103 N.J. at 63)

On March 10, 2015 the N.J. Supreme Court delivered a unanimous decision *In re Adoption of N.J.A.C. 5:96 & 5:97 by N.J. Council on Affordable Housing*. This decision acknowledged COAH's inability or unwillingness to adopt administrative rules for the so-called "Third Round" of municipal affordable housing compliance. In the absence of regulatory guidance from COAH (or Legislative action), the decision instructs the Trial Courts to once again serve as the first resort for evaluating the constitutionality of municipal fair share plans.

While the Court has invalidated COAH's last two attempts to promulgate third round rules, the second round rules (N.J.A.C. 5:93) are still largely intact. In fact, these rules have been relied

*Master's Report on Settlement Agreement and Preliminary Compliance Summary
For the Township of North Hanover, Burlington County*

April 24, 2017

upon by the Trial Courts in numerous compliance and fairness hearings to evaluate the Settlement Agreement before the Court in order to promote the uniformity of approach which is evident in the Court's decision.

I have been guided by these principals of uniformity and consistency in the review of this Settlement Agreement and, furthermore, in the review of the Township's preliminary compliance summary.

4.0 THE SETTLEMENT AGREEMENT

I have reviewed the proposed Settlement Agreement between FSHC and the Township of North Hanover in the context of the required "Fairness" analysis. The Settlement Agreement was executed by the parties on December 13, 2016 and was submitted to the Court and placed on file in the Township Municipal Building for public review.

Under the Settlement Agreement, FSHC and North Hanover Township agree that the Township's Third Round affordable housing obligations are as follows:

Rehabilitation Share (per Kinsey Report) ¹	2
Prior Round Obligation (pursuant to N.J.A.C. 5:93)	1
Third Round Fair Share (1999 to 2025) (per Kinsey Report, 5/17/16) as adjusted per Settlement Agreement ²	101

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", April 16, 2015, rev. May 2016.

² The third round fair share obligation of 101 units represents a 30% reduction from the 145-unit gap and prospective need obligation (1999-2025) determined by Dr. Kinsey for FSHC in the May 2016 revised report noted above.

*Master's Report on Settlement Agreement and Preliminary Compliance Summary
For the Township of North Hanover, Burlington County*

April 24, 2017

As stipulated by the terms of the Settlement Agreement, North Hanover will meet its fair share affordable housing obligations by continuing the rehabilitation program as outlined in the December 17, 2008 Third Round Compliance Plan and by utilizing three (3) existing 100% affordable family rental complexes known as Millstream Apartments North and South and Maplewood Apartments. Within the three family rental complexes, there are 128 affordable family rental units in which affordability controls have been extended and will be extended again. The 128 affordable family rental units fully satisfy the Township's prior round and third round fair share need obligations and may provide surplus units that can be credited against future fair share obligations subject to future decisions by a court or appropriate agency. As will be discussed below, the new owner of the 100% affordable housing complexes will convert one (1) of the 128 affordable units into a management office and laundry facility as part of an \$8 million renovation and improvement to the three complexes.

The Agreement acknowledges that as the 128 affordable family rental units were built and occupied between 1982 and 1986, a very-low income requirement pursuant to N.J.S.A 52:27D-329.1, which was enacted in 2008, is not required. However, the Township may have a future very-low income requirement based on future fair share obligations. As such, the Township's fair share ordinances are required to be updated to reflect this very-low income statutory requirement as part of the Township's further amendment to its third round Housing Element and Fair Share Plan to be submitted to the Court.

By the terms of the Agreement, the Township must submit a revised Compliance Plan to reflect the stipulated third round fair share need obligations within 60 days of the court's approval of the Agreement. As discussed below, I would recommend that the Township be given 120 days to revise its third round Housing Element and Fair Share Plan. On the first anniversary of the execution of the Settlement Agreement, and every anniversary thereafter through the end of the Agreement, the Township agrees to provide the following:

- Annual report of affordable housing trust fund activity, and

*Master's Report on Settlement Agreement and Preliminary Compliance Summary
For the Township of North Hanover, Burlington County*

April 24, 2017

- Annual report of the status of all affordable housing activity (including its rehabilitation program) within the municipality.

Additionally, for the midpoint realistic opportunity review, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC and other regional affordable housing advocacy groups, a status report as to its implementation of its Plan and its compliance with the statutory requirements for the provision of very-low income housing if triggered. The Township will provide an expanded list of community and regional organizations for affirmative marketing and agree to adhere with Uniform Housing Affordability Controls (UHAC) for future affordable housing production. If the Township's ultimate third round fair share obligation is determined to be 80 units or less, the Township may seek to reduce its obligation although still keeping the existing credits in the Compliance Plan.

5.0 FAIRNESS ANALYSIS

The Fairness Analysis embodied in the East/West Venture case referenced above requires an assessment of different aspects of the fulfillment of the municipality's *Mount Laurel* obligation.

First, the number and rationale for the affordable housing units to be provided by the municipality must be considered. Under the Agreement, the Township has fully addressed its prior round and third round fair share obligations through the prior construction of affordable family rental units. As discussed below, the fact that North Hanover will have a surplus is further evidence of a community meeting its fair share affordable housing obligation.

Second, under the fairness analysis, any other contributions being made by the municipality or FSHC must be considered. Through the settlement, the Township and FSHC are able to avoid delays and the expense of a trial and results in the Township's focus on administering its existing low and moderate income housing.

*Master's Report on Settlement Agreement and Preliminary Compliance Summary
For the Township of North Hanover, Burlington County*

April 24, 2017

Lastly, the Court is to consider any other components of the Agreement that contribute to the municipality's satisfaction of its *Mount Laurel* obligation. While not required to provide a realistic opportunity for additional affordable housing units, the Agreement includes a number of provisions which facilitate the Township's satisfaction of its fair share housing responsibilities, now and into the future. By the terms of the Agreement, North Hanover's planning board and governing body are required to adopt and endorse, respectively, a revised third round Housing Element and Fair Share Plan and companion documents such as an updated spending plan, affirmative marketing plan and amendments to the Township's affordable housing ordinances in a timely fashion. FSHC and the Township have agreed to a slight modification of the 60-day requirement to update its Plan and fair share documents, increasing the time period to 120 days. The Township will provide annual reporting on the affordable housing trust fund activities and on the implementation of the Township's Plan. The Township will be amending its Affirmative Marketing Plan and agrees to expand the outreach of its affirmative marketing by adding additional non-profit and governmental agencies to its notification list. The Agreement requires the cooperation of the parties to secure Court approval and to defend any such approval against all challenges. These provisions are affirmative actions on the part of the municipality and the intervenor which facilitate the viability of the Township's affordable housing inventory and may help to foster future affordable housing development in accordance with all regulatory and statutory requirements, thereby contributing to the satisfaction of the Township's *Mount Laurel* obligation on a continuing basis.

For the reasons cited above, I find that the Settlement Agreement between FSHC and the Township of North Hanover is fundamentally fair to the interests of low and moderate income persons.

6.0 PRELIMINARY COMPLIANCE DETERMINATION

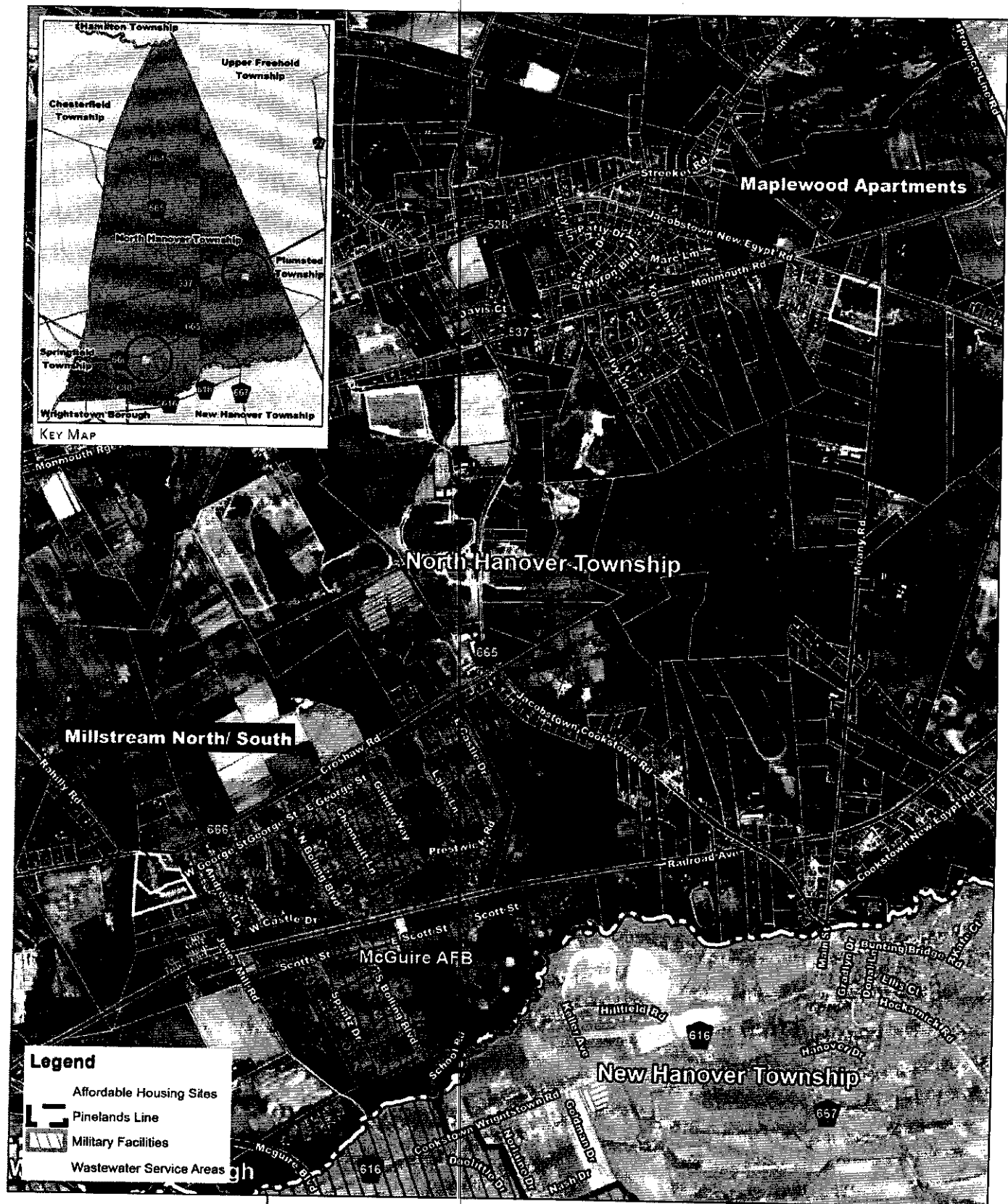
As noted above, the Township's Third Round obligation consists of:

- Third Round Rehabilitation Share = 2
- Prior Round = 1
- Third Round Fair Share Need = 101

The Township's Compliance Plan shall be amended to reflect the stipulated fair share obligation of a two-unit rehabilitation share, one-unit prior round share and 101-unit third round need within 120 days after the Court approves the Settlement Agreement. **[Condition #1]**

Rehabilitation Program - The Township agrees to continue to implement its third round plan to address its two-unit rehabilitation obligation. Additional details will be provided as part of the amended third round plan.

New Construction Obligation - The Township agreed to settle its prior round obligation of one (1) unit and its third round need obligation (1999-2025) with FSHC at 101 units for a total new construction fair share of 102 units.. North Hanover's Plan focuses on three (3) existing family affordable housing developments in the Township including 128 family rental units within the Millstream Apartments North, Millstream Apartments South and Maplewood Apartments which also satisfies the Township's 25% rental obligation pursuant to N.J.A.C 5:93-5.15 (a). These affordable family rental units were built between 1982 and 1986 and as such are 'prior cycle' credits, not eligible for rental bonuses. In addition, as the existing affordable units pre-date the 2008 statutory amendment of the Fair Housing Act (FHA) requiring the provision of very low-income units, the Township does not have a very-low income requirement pursuant to N.J.S.A. 52:27D-329.1 at this time.



Clarke Caton Hintz

Architecture
Planning
Landscape Architecture



Affordable Housing Sites

LOCATION

North Hanover Township, Burlington County, NJ

DATE:

April 2017

*Master's Report on Settlement Agreement and Preliminary Compliance Summary
For the Township of North Hanover, Burlington County*

April 24, 2017

North Hanover Township Compliance Mechanisms: Total 102-Unit Obligation (Prior Round and Third Round)			
	Credits	Bonuses	Total
100% Affordable Housing Sites - completed - Prior Cycle Credits			
Millstream Apartments North	48	0	48
Millstream Apartments South	39	0	39
Maplewood Apartments	40	0	40
TOTAL	127	0	127
		Surplus	25

Maximum Prior Round and Third Round Seniors = .25{102- 127 (prior cycle credits)} = 0

Minimum Prior Round and Third Round Rentals = .25 {(102 - 127- prior cycle credits)} = 0

Millstream Apartments North is an existing 48-unit affordable family rental housing complex at 202 Croshaw Road (Block 603/Lot 10). The complex consists of six (6) buildings and contains low income units all within one-bedroom units. Occupancy of the buildings commenced on or about May 20, 1986. The distribution of low and moderate income tenants can vary slightly from year to year. However, in 2010, monitoring documents obtained from the COAH indicated that at that time all the units were occupied by low-income tenants.

The Millstream Apartments South is an existing 40-unit affordable family rental housing complex at 18 Jonesmill Road (Block 603/Lot 29). Occupancy of the buildings commenced on or about April 14, 1982. The complex consists of five (5) buildings and contains low income units within 32 three-bedroom units and eight (8) one-bedroom units. The distribution of low and moderate income tenants can vary slightly from year to year. However, in 2010, monitoring documents obtained from COAH indicated that all the units were occupied by low-income tenants.

An on-site management office and laundry facility will be created from the conversion of an existing apartment (Unit G-1 - three-bedroom unit) within the Millstream South complex. The addition of a management office and laundry facility through the proposed conversion is appropriate for the size of the apartment complexes in accordance with the New Jersey Housing and Mortgage Finance Agency's policy and regulations which emphasize having a separate area for laundry

facilities and manager's office for projects providing 44 or more units receiving federal tax credits. While the specific existing affordable units within Millstream North, Millstream South and Maplewood were not the recipient of federal tax credits, it is appropriate to utilize HMFA's tax credit regulations as a guidance to ensure the apartment units, which are owned and operated by the same entity, receive the benefits of on-site management including adequate maintenance, administration and security.

The Maplewood Apartments is an existing 40-unit affordable family rental housing complex at 42 Meany Road (Block 800, Lot 68). Occupancy of the complex commenced on or about August 29, 1985. The complex consists of 32 one-bedroom units and eight (8) two-bedroom units. The distribution of low and moderate income tenants can vary slightly from year to year. However, in 2010, monitoring documents from COAH indicated that all of the units were occupied by low-income tenants.

North Mill Associates, Millstream South Partnership and Maplewood Apartments Partnership, all Limited Partnerships and affordable housing providers received Section 515 funding through the US Farmers Home Administration (now known as Rural Development) for the construction of Millstream North, Millstream South and Maplewood complexes. The sites were constructed in the early to mid-1980's and restricted as affordable housing for a period of 20 years as indicated on the Mortgage Notes. Although the Mortgage Notes restriction technically ended from 2002-2006, a representative from Rural Development provided written confirmation that the units are currently governed under United States Department of Agriculture (USDA), Rural Development regulations 7 CFR 3560 which requires the units remain affordable to low and moderate income households.

Additionally, the representative from Rural Development has indicated that these three affordable housing complexes will be subject to an additional 30-year affordability control through Mortgage and Restrictive Use Covenant anticipated to begin in 2017 as the complexes will be sold to a new affordable housing provider. The new owner, Rural Housing Preservation Associates, LLC, an affiliate of Leon N. Weiner and Associates Inc., as represented by Mr. Carroll's letter dated April

11, 2017, intends to thoroughly renovate the affordable rental units with over \$8 million in improvements. Also, Mr. Carroll noted that the plan for renovation and financing has been reviewed and approved by the Rural Housing Division of the USDA. As indicated previously, one of the existing rental units within the Millstream South (Unit G-1) will be converted to a management office and laundry facility.

Rental Obligation – Although the Township doesn't technically have a rental obligation for either the prior round or third round due to the three complexes considered as prior cycle credits, the existence of the new total of 127 family rental units serves an important need in the community.

Low-/Moderate-Income Split – Although COAH's rules permit a 50/50 low-/moderate-income split in a specific affordable housing development, the vast majority of the 127 affordable units at the three complexes serve low-income tenants. While distribution of low and moderate income tenants vary within the three (3) affordable family rental housing complexes on a yearly basis, it is noted that the majority (90% or greater) of units are occupied by low income tenants.

Bedroom Distribution – All three 100% affordable housing complexes predate both COAH's regulations and the Uniform Housing Affordability Controls ("UHAC"), which generally require a bedroom distribution for affordable housing that permits no more than 20% one-bedroom units, at least 30% two-bedroom units and at least 20% three-bedroom units with the balance either two- or three-bedroom units. However, in this case, Rural Housing Section 515 funding from the 1980's was used to fund the construction of the rental complexes that would not now be in compliance with either COAH's regulations or UHAC. It's worthwhile to note that the three 100% affordable family rental complexes were previously accepted by COAH as part of COAH's third round 2009 grant of substantive certification to North Hanover Township. In addition, future possible affordable housing production in the Township will help to alleviate the over reliance on one-bedroom units. Also, to try to put this issue in perspective, if the complexes were built just a few years later, after 1986, North Hanover could have addressed its 102-unit fair share (1-unit prior round and 101-unit third round) by having a 25-unit senior affordable rental complex (senior units historically are all one-bedroom units)

and the Township would have been eligible for a maximum of 26 rental bonuses for the built family affordable units, leaving only 51 of the remaining family affordable rentals to address the balance of the combined 102-unit fair share. The bedroom makeup of the 51 affordable family units would then be viewed as 12 one-bedroom units, 8 two-bedroom units and 31 three-bedroom units, virtually addressing the UHAC bedroom distribution requirements noted above. For the reasons stated herein and because the 127 existing affordable units are part of the executed Settlement Agreement between FSHC and the Township, I would recommend that the existing bedroom distribution within the three (3) affordable family rental complexes in North Hanover be accepted by the Court.

Trust Fund/Spending Plan

All expenditures from a municipality's Affordable Housing Trust Fund must be made in accordance with an approved Spending Plan. The Township should provide an updated Spending Plan as part of the Township's compliance plan submission. With the Township's new construction fair share addressed with existing affordable units, the primary function of the Spending Plan, at this time, will be to fund the Township's Affordability Assistance program and administrative costs. The current status of North Hanover's affordable housing trust fund must be presented along with a projection of the revenue expected through 2025 and the funds needed to implement the affordability assistance program. **[Condition #2]**

Fair Share Ordinance, Affirmative Marketing

The Township shall provide a draft amended Affordable Housing Ordinance, which, the Township must submit as part of its revised compliance plan. Adoption of the ordinance will be a condition of a future compliance hearing. **[Condition #3]**

The Township must adopt a revised affirmative marketing plan, specifically including the additional groups to be noticed of affordable housing unit availability required through the

*Master's Report on Settlement Agreement and Preliminary Compliance Summary
For the Township of North Hanover, Burlington County*

April 24, 2017

Settlement Agreement, and submit such revised affirmative marketing plan as part of its revised compliance plan. **[Condition #4]**

The Township should submit an adopted resolution appointing an existing municipal employee as the North Hanover Township municipal housing liaison and denoting the existing Administrative Agent for the three existing complexes. The adopted resolution should be submitted as part of its revised compliance plan. **[Condition #5]**

The Township should include a current copy of its affordable housing development fee ordinance in its revised compliance plan. **[Condition #6]**

7.0 CONCLUSION

Based on my review above, I find that the Settlement Agreement between FSHC and the Township of North Hanover is fundamentally fair to the interests of low and moderate income persons. As such, I would recommend that Your Honor approve the Agreement.

In addition, I would recommend that Your Honor approve the existing 127 affordable family rental units as preliminary compliance efforts addressing the prior round and third round fair share affordable housing obligations.

The Court may wish to enumerate the conditions noted herein in a Third Round Order approving the Settlement Agreement and preliminary compliance summary.

I would be happy to answer any questions that Your Honor or the parties may have either prior to or at the Fairness and Preliminary Compliance Hearing.

ORDER APPROVING SETTLEMENT

File No. 15930-0001

Law Offices
PARKER McCAY P.A.
Ronald C. Morgan, Esquire
ID No. 003881978
9000 Midlantic Drive, Suite 300
P.O. Box 5054
Mount Laurel, New Jersey 08054
(856) 596-8900
Attorneys for Petitioner, Township of North Hanover

FILED with the Court

JUN - 7 2017

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

IN THE MATTER OF THE
APPLICATION OF THE TOWNSHIP OF
NORTH HANOVER, A Municipal
Corporation of the State of New Jersey,

Petitioner.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY
DOCKET NO. BUR-L-1528-15

CIVIL ACTION
(Mount Laurel)

**ORDER APPROVING MOUNT LAUREL
SETTLEMENT AGREEMENT**

THIS MATTER having come before the Court for a Fairness Hearing on a Mount Laurel Settlement Agreement by and between Petitioner Township of North Hanover ("Township" and/or "North Hanover") and interested parties Fair Share Housing Center ("FSHC") and Rural Housing Preservation Associates, LLC (an affiliate of Leon M. Weiner and Associates, Inc.)(("RHPA") on May 23, 2017 upon proper notice to the public and the Mount Laurel beneficiaries in the presence of Ronald C. Morgan, Esquire, Affordable Housing Counsel for the Township of North Hanover; Mark Roselli, Esquire, Township Attorney for the Township of North Hanover; Kevin D. Walsh, Esquire, Attorney for FSHC, Thomas F. Carroll, III, Esquire, Attorney for RHPA; and Court Master Mary Beth Lonergan, PP, AICP and it appearing that (a) North Hanover and FSHC entered into a Mount Laurel

AP

Settlement Agreement ("Agreement") on December 13, 2016 to resolve the Township's (i) rehabilitation obligation, (ii) prior round obligation pursuant to N.J.A.C. 5:93, and (iii) third round (1999 to 2025) fair share obligation, and (b) an Amendment to the Agreement dated May 4, 2017 to allow RHPA to convert Apartment Unit G-1 in the Millstream South affordable apartment complex to a management office and laundry facility; and Court Master Lonergan (i) having submitted a Report to the Court dated April 24, 2017 commenting upon the Agreement and Amendment thereto opining that they are fair and reasonable and adequately protect the interests of low and moderate income households, and (ii) having been sworn and provided confirming testimony at the Hearing; and for good cause shown;

IT IS on this 17th day of June, 2017 **ORDERED:**

1. The findings and determinations of Court Master Lonergan in her Report under date of April 24, 2017 are hereby adopted by the Court as its findings and determinations as if set forth herein at length and the Mount Laurel Settlement Agreement and Amendment thereto are hereby approved.
2. The Township shall amend and revise its Third Round Housing Element and Fair Share Plan dated December 17, 2008 which was heretofore substantively certified by the New Jersey Council on Affordable Housing ("COAH") on May 14, 2009 to conform with the requirements in the Master's Report within 120 days of the date of this Order and submit same to the Court for the scheduling of a Compliance Hearing.
3. The Township is provided immunity and repose against Mount Laurel litigation and exclusionary zoning challenges until December 31, 2017.
4. Counsel for the Township shall provide all counsel and interested parties on

the Service List with a copy of this Order within five (5) days of receipt.



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

NORTH HANOVER TOWNSHIP SPENDING PLAN

North Hanover Affordable Housing Trust Fund Spending Plan

INTRODUCTION

The Township of North Hanover has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need as approved by a Burlington County Court order dated June 7, 2017. A development fee ordinance creating a dedicated revenue source for affordable housing was adopted in 2008. The ordinance establishes the Township of North Hanover affordable housing trust fund for which this spending plan is prepared.

As of December 31, 2019, the Township of North Hanover has collected \$261,781 in funds and has expended \$168,053, resulting in a balance of \$93,728. 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 are deposited in a separate interest-bearing affordable housing trust fund 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.

1. REVENUES FOR CERTIFICATION PERIOD

To calculate a projection of revenue anticipated during the period of third round substantive certification, the Township of North Hanover considered the following:

(a) Development fees:

1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
3. 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 program loans, rental income, and proceeds from the sale of affordable units may be collected when such events occur. For this plan other funding sources are not anticipated to be significant and therefore are not projected to 2025.

(c) Projected interest:

Interest earned on the projected revenue in the municipal affordable housing trust fund.

SOURCE OF FUNDS	PROJECTED REVENUES-HOUSING TRUST FUND - 2020 THROUGH 2025						
	2020	2021	2022	2023	2024	2025	Total
(a) Development fees:	\$11,960	\$11,960	\$11,960	\$11,960	\$11,960	\$11,960	\$71,760
1. Approved Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2. Development Pending Approval	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Projected Development	\$11,960	\$11,960	\$11,960	\$11,960	\$11,960	\$11,960	\$71,760
(b) Payments in Lieu of Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(c) Other Funds (Specify source(s))	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(d) Interest	\$135	\$135	\$135	\$135	\$135	\$135	\$810
Total	\$12,058	\$12,058	\$12,058	\$12,058	\$12,058	\$12,058	\$72,570

The Township of North Hanover projects a total of \$72,570 in revenue to be collected between January 1, 2020 and December 31, 2025. All interest earned on the account shall accrue to the account to 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 North Hanover:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with the Township of North Hanover's development fee ordinance for both residential and non-residential developments in accordance with COAH's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

A request for the expenditure of development fee revenues will be submitted to the chief financial officer (CFO) of North Hanover. Requests for expenditure of funds may come from administrative agencies, developers, contractors or other entities engage in the development or rehabilitation of affordable housing in North Hanover. The CFO will

review the request and, if deemed a valid utilization of development fee funds, will submit the request to North Hanover's governing body. If approved by the governing body by resolution, the funds will be distributed by the CFO.

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 North Hanover will dedicate approximately \$62,605 to rehabilitation or new construction programs (see detailed descriptions in Fair Share Plan) as follows:

Rehabilitation program: \$62,605. The Township will use development fees in combination with potential Small Cities funding to rehabilitate units in need of rehabilitation.

New construction project(s): \$0. No new construction programs requiring Township funding are planned.

(b) **Affordability Assistance (N.J.A.C. 5:97-8.8)**

Projected minimum affordability assistance requirement:

Actual development fees through 12/31/2019		\$254,456
Actual interest earned through 12/31/2019	+	\$7,325
Development fees projected 2020-2025	+	\$71,760
Interest projected 2020-2025	+	\$810
Less housing activity expenditures through 12/31/2019	-	\$58,178
Total	=	\$276,173
30 percent requirement	x 0.30 =	\$82,852
Less Affordability assistance expenditures through 12/31/2019	-	\$0
PROJECTED MINIMUM Affordability Assistance Requirement 1/1/2020 through 12/31/2025	=	\$82,852
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 1/1/2020 through 12/31/2025	÷ 3 =	\$27,617

The Township of North Hanover will dedicate \$82,852 from the affordable housing trust fund to render units more affordable, including \$27,617 to render units more affordable to households earning 30 percent or less of median income by region, as follows:

The Township of North Hanover intends to utilize the full affordability assistance set-aside to provide security deposits for new renters at the three affordable housing sites.

In the table above, housing activity expenses totaling \$58,178 were used to rehabilitate five homes owned by income-qualified households in the Township since 2007.

(c) **Administrative Expenses (N.J.A.C. 5:97-8.9)**

The Township of North Hanover projects that \$20,841 will be available from the affordable housing trust fund to be used for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are in the following chart.

The Township of North Hanover will utilize 20 percent of development fees to assist with its Administrative Agent, monitoring and planning responsibilities. Administrative costs may include the costs of salaries and benefits for municipal employees or consultants' fees necessary to develop or implement municipal housing programs such as the preparation of amendments to the housing element and fair share plan, the implementation of the affirmative marketing program, or the costs of marketing the Housing Rehabilitation Program and reporting. Legal or other fees related to litigation opposing affordable housing sites or COAH's rules are not eligible uses of the affordable housing trust fund.

North Hanover Maximum Administrative Expense Calculation		
Actual development fees and interest thru 12/31/2019		\$261,781
Projected Development Fees and interest 1/1/2020 thru 12/31/2025	+	\$72,570
Payment in Lieu (Do not count for admin Calc)		\$0
Less RCA expenditures thru 12/31/25	-	\$0
Total for Admin. Calculation, 1/1/2020 thru 2025	=	\$334,351
20% Maximum for Admin Expense	x .20	\$66,870
Less Admin thru 12/31/2019	-	\$46,029
Available for Admin 1/1/2020 Thru 12/31/2025	=	\$20,841

4. EXPENDITURE SCHEDULE

The Township of North Hanover 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. The Township's rehabilitation obligation has been met at this time, any new obligation will likely be announced after the 2020 Census results are known, and therefore the Township has chosen to delay the expenditure of rehabilitation funds until 2022.

Program	Number of Units Projected	Funds Expended and/or Dedicated	PROJECTED EXPENDITURE SCHEDULE 2020 -2025						
		2020 - 2025	2020	2021	2022	2023	2024	2025	Total
Rehab	3	\$0	\$20,869	\$0	\$20,868	\$0	\$20,868	\$0	\$62,605
Total Programs	3	\$0	\$20,869	\$0	\$20,868	\$0	\$20,868	\$0	\$62,605
Affordability Assistance		\$0	\$13,809	\$13,809	\$13,809	\$13,809	\$13,808	\$13,808	\$82,852
Administration		\$3,536	\$500	\$2,913	\$3,473	\$3,473	\$3,473	\$3,473	\$20,841
Total		\$3,536	\$35,178	\$16,722	\$38,150	\$17,282	\$38,149	\$17,281	\$166,298

5. EXCESS OR SHORTFALL OF FUNDS

Pursuant to the Housing Element and Fair Share Plan, the governing body of the Township of North Hanover has adopted a resolution agreeing to fund any shortfall of funds required for implementing its housing rehabilitation program. In the event that a shortfall of anticipated revenues occurs, the Township of North Hanover will pass a resolution of intent to bond. A copy of the adopted resolution is attached.

In the event of excess funds, any remaining funds above the amount necessary to satisfy the municipal affordable housing obligation will be used to expand the existing housing rehabilitation program.

6. BARRIER FREE ESCROW

No Barrier free escrow funds are expected to be collected or distributed because no new affordable units are planned at this time. Collection and distribution of barrier free funds shall be consistent with the Township of North Hanover's Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5.

SUMMARY

The Township of North Hanover 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, which are currently under review.

The Township of North Hanover has a balance of \$93,728 as of December 31, 2019 and anticipates an additional \$72,570 in revenues before December 31, 2025 for a total of \$166,298. The municipality will dedicate \$62,605 towards the rehabilitation program, \$82,852 to render units more affordable, and \$20,841 to administrative costs. Any shortfall of funds will be offset by local bonding. The municipality will dedicate any excess funds toward expansion of its existing housing rehabilitation program.

SPENDING PLAN SUMMARY	
Balance as of December 31, 2019	\$93,728
PROJECTED REVENUE 2020-2025	
Development fees	+ \$71,760
Payments in lieu of construction	+ \$0
Other funds	+ \$0
Interest	+ \$810
TOTAL PROJECTED REVENUE	= \$166,298
PROJECTED EXPENDITURES 2020-2025	
Rehabilitation Program	- \$62,605
Affordability Assistance	- \$82,852
Administration	- \$20,841
TOTAL PROJECTED EXPENDITURES	= \$166,298
REMAINING BALANCE	= \$0.00

RESOLUTION BY GOVERNING BODY OF INTENT TO BOND FOR SHORTFALL

TO BE PROVIDED

**NORTH HANOVER
TOWNSHIP DRAFT
AMENDED AFFORDABLE
HOUSING ORDINANCE**

**TOWNSHIP OF NORTH HANOVER
COUNTY OF BURLINGTON
ORDINANCE NO.**

**AN ORDINANCE OF THE TOWNSHIP OF NORTH HANOVER, COUNTY OF BURLINGTON,
STATE OF NEW JERSEY AMENDING THE GENERAL CODE OF THE TOWNSHIP OF
NORTH HANOVER BY REPEALING AND REPLACING ANY PORTION OF THE
TOWNSHIP CODE AND/OR PREVIOUSLY ADOPTED ORDINANCES PERTAINING TO,
ADDRESSING OR PROVIDING FOR “AFFORDABLE HOUSING REGULATIONS” TO
ADDRESS THE REQUIREMENTS OF THE FAIR HOUSING ACT AND THE UNIFORM
HOUSING AFFORABILITY CONTROLS (UHAC) REGARDING COMPLIANCE WITH THE
TOWNSHIP’S AFFORDABLE HOUSING OBLIGATIONS**

WHEREAS, the Township Committee of the Township of North Hanover, Burlington County, New Jersey, based upon the recommendations of the Township’s professionals, desires to repeal and replace any and all portion of the existing Township Code and/or previously adopted ordinances pertaining to or addressing “Affordable Housing Regulations” to include provisions addressing North Hanover Township’s constitutional obligation to provide for its fair share of low- and moderate-income housing, as directed by the Superior Court and consistent with N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C. 5:80-26.1, et seq., as amended and supplemented, and the New Jersey Fair Housing Act of 1985, N.J.S.A.52:27D-301 et seq.; and

WHEREAS, this Ordinance is intended to provide assurances that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy those units; and

WHEREAS, the North Hanover Township Joint Land Use Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq., which has been endorsed by the Township Committee; and

WHEREAS, this Ordinance implements and incorporates the adopted and endorsed Housing Element and Fair Share Plan and addresses the requirements of N.J.A.C. 5:93-1, et seq., as amended and supplemented, N.J.A.C.5:80-26.1, et seq. as amended and supplemented, and the New Jersey Fair Housing Act of 1985.

NOW THEREFORE, BE IT ORDAINED that any portion of the Township of North Hanover Code and any and all related ordinances pertaining to or addressing Affordable Housing Regulations shall be repealed and replaced as follows:

SECTION 1.

I. Affordable Housing Requirements

A. Monitoring and Reporting Requirements.

The Township of North Hanover shall comply with the following monitoring and reporting requirements regarding the status of the implementation of its Housing Element and Fair Share Plan:

1. Beginning on July 1, 2020, and on every anniversary of that date through July 1, 2025, the Township shall provide annual reporting of its Affordable Housing 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 (FSHC) and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs (NJDCA), Council on Affordable Housing (COAH), or Local Government Services (NJLGS). The reporting shall include an

accounting of all Affordable Housing Trust Fund activity, including the source and amount of funds collected and the amount and purpose for which any funds have been expended.

2. Beginning on July 1, 2020, and on every anniversary of that date through July 1, 2025, the Township shall 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 COAH or any other forms endorsed by the Special Master and FSHC.
3. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of its Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity 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 FSHC, 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.
4. By July 1, 2020, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Township will post on its municipal website, with a copy provided to FSHC, a status report as to its satisfaction of its very low-income requirements, including its family very low income requirements. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low income and family very low-income housing obligations.

B. Definitions.

The following terms when used in this Ordinance shall have the meanings given in this Section:

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

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

“Administrative agent” means the entity designated by the Township to administer affordable units in accordance with this Ordinance, N.J.A.C. 5:93, and UHAC (N.J.A.C. 5:80-26).

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

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

“Affordable” means, a sales price or rent level that is within the means of a low- or moderate-income household as defined within N.J.A.C. 5:93-7.4, and, in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable housing development” means a development included in or approved pursuant to the Housing Element and Fair Share Plan or otherwise intended to address the Township's fair share obligation, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable housing development.

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

“Affordable unit” means a housing unit proposed or created pursuant to the Act and approved for crediting by the Court and/or funded through an affordable housing trust fund.

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

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

"Alternative living arrangement" means a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternative living arrangements include, but are not limited to: transitional facilities for the homeless; Class A, B, C, D and E boarding homes as regulated by the State of New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

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

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

“COAH” means the Council on Affordable Housing, as established by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq.).

“DCA” means the State of New Jersey Department of Community Affairs.

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

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

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

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not limited to: new construction, the conversion of a non-residential structure to

residential use and the creation of new affordable units through the gut rehabilitation or reconstruction of a vacant residential structure.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

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

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

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

“Median income” means the median income by household size for the applicable housing region, as adopted annually by COAH or a successor entity approved by the Court.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the regional median household income by household size.

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

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

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

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

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

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

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

“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26-1, et seq.

“Very low-income household” means a household with a total gross annual household income equal to or less than 30 percent of the regional median household income by household size.

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

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

C. Applicability.

1. The provisions of this Ordinance shall apply to all affordable housing developments and affordable housing units that currently exist and that are proposed to be created within the Township of North Hanover pursuant to the Township's most recently adopted Housing Element and Fair Share Plan.
2. This Ordinance shall apply to all developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units, and including projects funded with Low Income Housing Tax Credits.

D. Alternative Living Arrangements.

1. The administration of an alternative living arrangement shall be in compliance with N.J.A.C. 5:93-5.8 and UHAC, with the following exceptions:
 - a. Affirmative marketing (N.J.A.C. 5:80-26.15), provided, however, that the units or bedrooms may be affirmatively marketed by the provider in accordance with an alternative plan approved by the Court;
 - b. Affordability average and bedroom distribution (N.J.A.C. 5:80-26.3).
2. With the exception of units established with capital funding through a 20-year operating contract with the Department of Human Services, Division of Developmental Disabilities, alternative living arrangements shall have at least 30-year controls on affordability in accordance with UHAC, unless an alternative commitment is approved by the Court.
3. The service provider for the alternative living arrangement shall act as the Administrative Agent for the purposes of administering the affirmative marketing and affordability requirements for the alternative living arrangement.

E. Phasing Schedule for Inclusionary Zoning.

In inclusionary developments, the following schedule for the issuance of certificates of occupancy for the required affordable housing units relative to the issuance of certificates of occupancy for the permitted market units shall be followed:

Maximum Percentage of Market-Rate Units Completed (COs Issued)	Minimum Percentage of Low- and Moderate-Income Units Completed (COs Issued)
25	0
25+1	10
50	50
75	75
90	100

F. New Construction.

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

- a. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low-income unit. At least 13 percent of all restricted rental units shall be very low-income units (affordable to a household earning 30 percent or less of regional median income by household size). The very low-income units shall be counted as part of the required number of low-income units within the development.
- b. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be very low or low-income units.
- c. Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - 1) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
 - 2) At least 30 percent of all low- and moderate-income units shall be two-bedroom units;
 - 3) At least 20 percent of all low- and moderate-income units shall be three-bedroom units; and
 - 4) The remaining units may be allocated among two- and three-bedroom units at the discretion of the developer.
- d. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. This standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

2. Accessibility Requirements:

- a. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Sub Code, N.J.A.C. 5:23-7 and the following:
- b. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - 1) An adaptable toilet and bathing facility on the first floor; and
 - 2) An adaptable kitchen on the first floor; and
 - 3) An interior accessible route of travel on the first floor; and
 - 4) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - 5) If not all of the foregoing requirements in b.1) through b.4) can be satisfied, then an interior accessible route of travel must be provided between stories within an individual unit, but if all of the terms of paragraphs b.1) through b.4) above have

been satisfied, then an interior accessible route of travel shall not be required between stories within an individual unit; and

- 6) An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a, et seq.) and the Barrier Free Sub Code, N.J.A.C. 5:23-7, or evidence that North Hanover has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
 - a) Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - b) To this end, the builder of restricted units shall deposit funds within the Township of North Hanover's Affordable Housing Trust Fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
 - c) The funds deposited under paragraph 6)b) above shall be used by the Township of North Hanover for the sole purpose of making the adaptable entrance of an affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - d) The developer of the restricted units shall submit a design plan and cost estimate to the Construction Official of the Township of North Hanover for the conversion of adaptable to accessible entrances.
 - e) Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Sub Code, N.J.A.C. 5:23-7, and that the cost estimate of such conversion is reasonable, payment shall be made to the Township's Affordable Housing Trust Fund in care of the Township Chief Financial Officer who shall ensure that the funds are deposited into the Affordable Housing Trust Fund and appropriately earmarked.
- 7) Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is "site impracticable" to meet the requirements. Determinations of site impracticability shall follow the Barrier Free Sub Code, N.J.A.C. 5:23-7.

3. Design:

- a. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- b. In inclusionary developments, low- and moderate-income units shall have access to all the same common elements and facilities as the market units.

4. Maximum Rents and Sales Prices:

- a. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the most recently published regional weighted average of the uncapped Section 8 income limits published by HUD and using the calculation set forth below. Income limits for all affordable units that are created in the Township for which income limits are not already established through a federal

program exempted from the UHAC pursuant to N.J.A.C. 5:80-26.1 shall be updated by the Township annually within 30 days of the publication of determinations of median income by the Department of Housing and Urban Development (“HUD”) as follows:

- 1) Regional income limits shall be established for the region within which the Township is located based on the median income by household size, which shall be established by a regional weighted average of 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 a 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 original 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.
 - 2) The income limits are the result of applying the percentages set forth in paragraph (i) above to HUD's determination of median income for the fiscal year 2017 and shall be utilized until the Township updates the income limits after HUD has published revised determinations of median income for the next fiscal year.
 - 3) The Regional Asset Limit used in determining an applicant's eligibility for affordable housing pursuant to N.J.A.C. 5:80-26.16(b)(3) shall be calculated by the Township annually by taking the percentage increase of the income limits calculated pursuant to paragraph (i) 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.
 - 4) The resale prices of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region determined pursuant to the above methodology. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
 - 5) The rent levels of very-low-, low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the Northeast Urban Area, upon its publication for the prior calendar year. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low income housing tax credit regulations shall be indexed pursuant to the regulations governing low income housing tax credits.
- b. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the

average rent for restricted rental units shall be affordable to households earning no more than 52 percent of median income.

- c. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units, provided that at least 13 percent of all low- and moderate-income rental units shall be affordable to very low-income households, which very low-income units shall be part of the low-income requirement.
- d. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different sales prices for each bedroom type, and low-income ownership units must be available for at least two different sales prices for each bedroom type.
- e. In determining the initial sales prices and rent levels for compliance with the affordability average requirements for restricted units other than assisted living facilities and age-restricted developments, the following standards shall be used:
 - 1) A studio shall be affordable to a one-person household;
 - 2) A one-bedroom unit shall be affordable to a one- and one-half-person household;
 - 3) A two-bedroom unit shall be affordable to a three-person household;
 - 4) A three-bedroom unit shall be affordable to a four and one-half person household; and
 - 5) A four-bedroom unit shall be affordable to a six-person household.
- f. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities and age-restricted developments, the following standards shall be used:
 - 1) A studio shall be affordable to a one-person household;
 - 2) A one-bedroom unit shall be affordable to a one- and one-half-person household; and
 - 3) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
 - 4) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- g. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate size household, including an allowance

for tenant paid utilities, as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

- h. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
- i. The rents of very low-, low- and moderate-income units may be increased annually based on the permitted percentage increase in the Housing Consumer Price Index for the Northeast Urban Area. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.

G. Utilities.

- 1. Affordable units shall utilize the same type of heating source as market units within an inclusionary development.
- 2. Tenant-paid utilities included in the utility allowance shall be set forth in the lease and shall be consistent with the utility allowance approved by HUD for the Section 8 program.

H. Occupancy Standards.

In referring certified households to specific restricted units, the Administrative Agent shall, to the extent feasible and without causing an undue delay in the occupancy of a unit, strive to:

- 1. Provide an occupant for each bedroom;
- 2. Provide children of different sexes with separate bedrooms;
- 3. Provide separate bedrooms for parents and children; and
- 4. Prevent more than two persons from occupying a single bedroom.

I. Control Periods for Restricted Ownership Units and Enforcement Mechanisms.

- 1. Control periods for newly constructed restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, except as modified by the terms of the settlement agreement between the Township of North Hanover and Fair Share Housing Center (FSHC), as said settlement agreement may be further amended and supplemented, and each newly constructed restricted ownership unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until North Hanover takes action to release the unit from such requirements; prior to such action, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, except as modified by the terms of the settlement agreement between the Township of North Hanover and Fair Share Housing Center (FSHC), as said settlement agreement may be further amended and supplemented.
- 2. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- 3. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall

determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value without the restrictions in place.

4. At the time of the initial sale of the unit, the initial purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the restrictions set forth in this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit
5. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
6. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all Code standards upon the first transfer of title following the removal of the restrictions provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

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

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

1. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
2. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
3. The master deeds of inclusionary developments shall provide no distinction between the condominium or homeowner association fees and special assessments paid by low- and moderate-income purchasers and those paid by market purchasers.
4. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit based on approved capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom. See Section 13.

K. Buyer Income Eligibility.

1. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
2. Notwithstanding the foregoing, the Administrative Agent may, upon approval by the Township Committee, and subject to the Court's approval, permit a moderate-income purchaser to buy a low-income unit if and only if the Administrative Agent can demonstrate that there is an insufficient number of eligible low-income purchasers in the housing region to permit prompt occupancy of the unit and all other reasonable efforts to attract a low income purchaser, including pricing and financing incentives, have failed. Any such low-income unit that is sold to a moderate-income household shall retain the required pricing and pricing restrictions for a low-income unit.

3. A certified household that purchases a restricted ownership unit must occupy it as the certified household's principal residence and shall not lease the unit; provided, however, that the Administrative Agent may permit the owner of a restricted ownership unit, upon application and a showing of hardship, to lease the restricted unit to another certified household for a period not to exceed one year.
4. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's eligible monthly income.

L. Limitations on Indebtedness Secured by Ownership Unit, Subordination.

1. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the owner shall apply to the Administrative Agent for a determination in writing that the proposed indebtedness complies with the provisions of this Section, and the Administrative Agent shall issue such determination prior to the owner incurring such indebtedness.
2. With the exception of First Purchase Money Mortgages, neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of the unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

M. Capital Improvements to Ownership Units.

1. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit based on capital improvements made since the purchase of the unit. Eligible capital improvements shall be those that render the unit suitable for a larger household or that add an additional bathroom. In no event shall the maximum sales price of an improved housing unit exceed the limits of affordability for the larger household.
2. Upon the resale of a restricted ownership unit, all items of property that are permanently affixed to the unit or were included when the unit was initially restricted (for example, refrigerator, range, washer, dryer, dishwasher, wall-to-wall carpeting) shall be included in the maximum allowable resale price. Other items may be sold to the purchaser at a reasonable price that has been approved by the Administrative Agent at the time of the signing of the agreement to purchase. The purchase of central air conditioning installed subsequent to the initial sale of the unit and not included in the base price may be made a condition of the unit resale provided the price, which shall be subject to 10-year, straight-line depreciation, has been approved by the Administrative Agent. Unless otherwise approved by the Administrative Agent, the purchase of any property other than central air conditioning shall not be made a condition of the unit resale. The owner and the purchaser must personally certify at the time of closing that no unapproved transfer of funds for the purpose of selling and receiving property has taken place at the time of or as a condition of resale.

N. Control Periods for Restricted Rental Units.

1. Control periods for newly constructed restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, except as modified by the terms of the settlement agreement between the Township of North Hanover and Fair Share Housing Center (FSHC), as such settlement agreement may be further amended and supplemented, and each newly constructed restricted rental unit shall remain subject to the requirements of this Ordinance for a period of at least thirty (30) years, until North

Hanover takes action to release the unit from such requirements. Prior to such action, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, except as modified by the terms of the settlement agreement between the Township of North Hanover and Fair Share Housing Center (FSHC), as such settlement agreement may be further amended and supplemented.

2. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Burlington. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
3. A restricted rental unit shall remain subject to the affordability controls of this Ordinance despite the occurrence of any of the following events:
 - a. Sublease or assignment of the lease of the unit;
 - b. Sale or other voluntary transfer of the ownership of the unit; or
 - c. The entry and enforcement of any judgment of foreclosure on the property containing the unit.

O. Rent Restrictions for Rental Units, Leases.

1. A written lease shall be required for all restricted rental units and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
2. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
3. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.
4. No rent control ordinance or other pricing restriction shall be applicable to either the market units or the affordable units in any development in which at least 15% of the total number of dwelling units are restricted rental units in compliance with this Ordinance.

P. 100% Affordable Projects.

1. All 100% affordable projects, including projects funded through Low Income Housing Tax Credits, shall comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et. seq., except as modified by the terms of the settlement agreement executed between the Township of North Hanover and Fair Share Housing Center (FSHC), as such settlement agreement may be further amended and supplemented. All such projects shall be required to have an initial thirty (30) year affordability control period plus a fifteen (15) year extended use period.

Q. Tenant Income Eligibility.

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

- a. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of the regional median household income by household size.
 - b. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of the regional median household income by household size.
 - c. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of the regional median household income by household size.
2. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income household, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - a. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - b. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - c. The household is currently in substandard or overcrowded living conditions;
 - d. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - e. The household documents reliable anticipated third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
3. The applicant shall file documentation sufficient to establish the existence of the circumstances in 1.a. through 2.e. above with the Administrative Agent, who shall counsel the household on budgeting.

R. Municipal Housing Liaison.

1. There is hereby created the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for North Hanover Township, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - a. Serving as North Hanover's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - b. Monitoring the status of all restricted units in North Hanover's Fair Share Plan;
 - c. Compiling, verifying, submitting and posting all monitoring reports as required by the Court and by this Ordinance;
 - d. Coordinating meetings with affordable housing providers and Administrative Agents, as needed; and

- e. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing at least annually and more often as needed.
2. The Township of North Hanover shall appoint a specific municipal employee to serve as a Municipal Housing Liaison responsible for overseeing the Township's affordable housing program, including overseeing the administration of affordability controls on the affordable units and the affirmative marketing of available affordable units in accordance with the Township's Affirmative Marketing Plan; fulfilling monitoring and reporting requirements; and supervising Administrative Agent(s). North Hanover shall adopt a Resolution appointing the person to fulfill the position of Municipal Housing Liaison. The Municipal Housing Liaison shall be appointed by the governing body and may be a full or part time municipal employee.
3. The Township of North Hanover shall designate one or more Administrative Agent(s) to administer and to affirmatively market the affordable units constructed in the Township in accordance with this Ordinance. The Municipal Housing Liaison shall supervise the work of the Administrative Agent(s).

S. Administrative Agent.

An Administrative Agent may either be an independent entity serving under contract to and reporting to the municipality, or the municipality itself, through a designated municipal employee, department, board, agency or committee, pursuant to N.J.A.C. 5:80-26.14(c). ***The fees of the Administrative Agent shall be paid by the owners of the affordable units for which the services of the Administrative Agent are required.*** The Administrative Agent shall be qualified through a training program sponsored by the Affordable Housing Professionals of New Jersey before assuming the duties. The Administrative Agent shall perform the duties and responsibilities of an Administrative Agent as set forth in UHAC, including those set forth in Sections 5:80-26.14, 16 and 18 thereof, which includes:

1. Affirmative Marketing:
 - a. Conducting an outreach process to affirmatively market affordable housing units in accordance with the Affirmative Marketing Plan of the Township of North Hanover and the provisions of N.J.A.C. 5:80-26.15; and
 - b. Providing counseling or contracting to provide counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
2. Household Certification:
 - a. Soliciting, scheduling, conducting and following up on interviews with interested households;
 - b. Conducting interviews and obtaining sufficient documentation of gross income and assets upon which to base a determination of income eligibility for a low- or moderate-income unit;
 - c. Providing written notification to each applicant as to the determination of eligibility or non-eligibility;
 - d. Requiring that all certified applicants for restricted units execute a certificate substantially in the form, as applicable, of either the ownership or rental certificates set forth in Appendices J and K of N.J.A.C. 5:80-26.1 et seq.;

- e. Creating and maintaining a referral list of eligible applicant households living in the housing region and eligible applicant households with members working in the housing region where the units are located;
 - f. Employing a random selection process as provided in the Affirmative Marketing Plan of the Township of North Hanover when referring households for certification to affordable units; and
 - g. Notifying the following entities of the availability of affordable housing units in the Township of North Hanover: Fair Share Housing Center, New Jersey State Conference of the NAACP, New Jersey Chapter of the NAACP, The Latino Action Network, Fair Share Housing Development, Camden County NAACP, Gloucester County NAACP, The Latino Action Network, Willingboro NAACP, Southern Burlington County NAACP, Burlington County Community Action Program, and The Supportive Housing Association.
3. Affordability Controls:
- a. Furnishing to attorneys or closing agents forms of deed restrictions and mortgages for recording at the time of conveyance of title of each restricted unit;
 - b. Creating and maintaining a file on each restricted unit for its control period, including the recorded deed with restrictions, recorded mortgage and note, as appropriate;
 - c. Ensuring that the removal of the deed restrictions and cancellation of the mortgage note are effectuated and properly filed with the Burlington County Register of Deeds or Burlington County Clerk's office after the termination of the affordability controls for each restricted unit;
 - d. Communicating with lenders regarding foreclosures; and
 - e. Ensuring the issuance of Continuing Certificates of Occupancy or certifications pursuant to N.J.A.C. 5:80-26.10.
4. Resales and Re-rentals:
- a. Instituting and maintaining an effective means of communicating information between owners and the Administrative Agent regarding the availability of restricted units for resale or re-rental; and
 - b. Instituting and maintaining an effective means of communicating information to low- (or very low-) and moderate-income households regarding the availability of restricted units for resale or re-rental.
5. Processing Requests from Unit Owners:
- a. Reviewing and approving requests for determination from owners of restricted units who wish to take out home equity loans or refinance during the term of their ownership that the amount of indebtedness to be incurred will not violate the terms of this Ordinance;
 - b. Reviewing and approving requests to increase sales prices from owners of restricted units who wish to make capital improvements to the units that would affect the selling price, such authorizations to be limited to those improvements resulting in additional bedrooms or bathrooms and the depreciated cost of central air conditioning systems;
 - c. Notifying the municipality of an owner's intent to sell a restricted unit; and
 - d. Making determinations on requests by owners of restricted units for hardship waivers.

6. Enforcement:

- a. Securing annually from the municipality a list of all affordable housing units for which tax bills are mailed to absentee owners, and notifying all such owners that they must either move back to their unit or sell it;
- b. Securing from all developers and sponsors of restricted units, at the earliest point of contact in the processing of the project or development, written acknowledgement of the requirement that no restricted unit can be offered, or in any other way committed, to any person, other than a household duly certified to the unit by the Administrative Agent;
- c. Posting annually, in all rental properties (including two-family homes), a notice as to the maximum permitted rent together with the telephone number of the Administrative Agent where complaints of excess rent or other charges can be made;
- d. Sending annual mailings to all owners of affordable dwelling units, reminding them of the notices and requirements outlined in N.J.A.C. 5:80-26.18(d)4;
- e. Establishing a program for diverting unlawful rent payments to the municipality's Affordable Housing Trust Fund; and
- f. Creating and publishing a written operating manual for each affordable housing program administered by the Administrative Agent, to be approved by the Township Committee and the Court, setting forth procedures for administering the affordability controls. The Operating Manual(s) shall be available for public inspection in the office of the Township Clerk, in the office of the Municipal Housing Liaison, and in the office(s) of the Administrative Agent(s).

7. Additional Responsibilities:

- a. The Administrative Agent shall have the authority to take all actions necessary and appropriate to carry out its responsibilities hereunder.
- b. The Administrative Agent shall prepare monitoring reports for submission to the Municipal Housing Liaison in time to meet the Court-approved monitoring and reporting requirements in accordance with the deadlines set forth in this Ordinance.
- c. The Administrative Agent shall attend continuing education sessions on affordability controls, compliance monitoring, and affirmative marketing at least annually and more often as needed.

T. Affirmative Marketing Requirements.

1. The Township of North Hanover shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Court that is compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
2. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The Affirmative Marketing Plan is intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs marketing activities toward Housing Region 2 and is required to be followed throughout the period of restriction.

3. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 5, comprised of Burlington, Camden, and Gloucester Counties.
4. The municipality has the ultimate responsibility for adopting the Affirmative Marketing Plan and for the proper administration of the Affirmative Marketing Program, including initial sales and rentals and resales and re-rentals. The Administrative Agent designated by the Township of North Hanover shall implement the Affirmative Marketing Plan to assure the affirmative marketing of all affordable units.
5. In implementing the Affirmative Marketing Plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
6. The Affirmative Marketing Plan shall describe the media to be used in advertising and publicizing the availability of housing. In implementing the Affirmative Marketing Plan, the Administrative Agent shall consider the use of language translations where appropriate.
7. The affirmative marketing process for available affordable units shall begin at least four months (120 days) prior to the expected date of occupancy.
8. Applications for affordable housing shall be available in several locations, including, at a minimum, the County Administration Building and/or the County Library for each county within the housing region; the municipal administration building and the municipal library in the municipality in which the units are located; and the developer's rental office. Applications shall be mailed to prospective applicants upon request.
9. In addition to other affirmative marketing strategies, the Administrative Agent shall provide specific notice of the availability of affordable housing units in North Hanover, and copies of the application forms, to the following entities: Fair Share Housing Center, New Jersey State Conference of the NAACP, New Jersey Chapter of the NAACP, The Latino Action Network, Fair Share Housing Development, Camden County NAACP, Gloucester County NAACP, The Latino Action Network, Willingboro NAACP, Southern Burlington County NAACP, Burlington County Community Action Program, and The Supportive Housing Association.
10. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor, or owner.

U. Enforcement of Affordable Housing Regulations.

1. Upon the occurrence of a breach of any of the regulations governing an affordable unit by an Owner, Developer or Tenant, the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, a requirement for household recertification, acceleration of all sums due under a mortgage, recuperation of any funds from a sale in violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
2. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action(s) against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - a. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation or violations of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is adjudged by the Court to have violated any provision of the

regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the Court:

- 1) A fine of not more than \$500.00 per day or imprisonment for a period not to exceed 90 days, or both, provided that each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not a continuation of the initial offense;
 - 2) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of North Hanover Affordable Housing Trust Fund of the gross amount of rent illegally collected; or
 - 3) In the case of an Owner who has rented a low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the Court.
- b. The municipality may file a court action in the Superior Court seeking a judgment that would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any such judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- or moderate-income unit.
- 1) The judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have his right to possession terminated as well as his title conveyed pursuant to the Sheriff's sale.
 - 2) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for the full extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.
 - 3) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject

to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.

- 4) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- 5) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- 6) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

V. Appeals.

Appeals from all decisions of an Administrative Agent appointed pursuant to this Ordinance shall be filed in writing with the Court.

SECTION 2. At least three copies of said full Ordinance are on file in the Office of the Municipal Clerk for public examination and acquisition. Copies are available for inspection or acquisition during regular weekday working hours and arrangements have been made for the publication of said proposed Ordinance in pamphlet or other similar form which will be available for purchase from the Township Clerk.

SECTION 3. This ordinance shall take effect upon final passage and publication according to law.

SECTION 4. The Township Clerk is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the County Planning Board, and to all others entitled thereto pursuant to the provisions of N.J.S.A. 40:550-15. Upon adoption of this Ordinance, after public hearing thereon, the Township Clerk is further directed to publish notice of passage thereof and file a copy of this Ordinance as finally adopted with the County Planning Board as required by N.J.S.A. 40:550-16 and with the Township Tax Assessor.

SECTION 5. All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

SECTION 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

On Introduction:

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Deputy Mayor Doyle						
Committeeman Forsyth						
Committeeman Kocubinski						
Committeeman O'Donnell						
Mayor DeBaecke						

NOTICE

This Ordinance published herewith was introduced and passed upon first reading at the regular meeting of the Township Committee of the Township of North Hanover held on August 6, 2020. It will be further considered for final passage after a public hearing to be held on August 20, 2020, at the Municipal Building, 41 Schoolhouse Road, Jacobstown, NJ at 7:00 p.m. or as soon thereafter as the matter may be heard, at which time and place any persons desire to be heard upon the same will be given an opportunity to be heard. Copies of said ordinance are available free of charge at the Municipal Clerk's Office and will be published on the Township website, www.northhanoverwp.com, prior to the public hearing.

Mary Picariello, RMC

NORTH HANOVER TOWNSHIP REVISED AFFIRMATIVE MARKETING PLAN

North Hanover Township, Burlington County

AFFIRMATIVE FAIR HOUSING MARKETING PLAN

For Affordable Housing in **(REGION 5)**

I. APPLICANT AND PROJECT INFORMATION

(Complete Section I individually for all developments or programs within the municipality.)

1a. Administrative Agent Name, Address, Phone Number GND Management: Georgianna Earls 609-723-4666 202 Croshaw Road Wrightstown, NJ 08562		1b. Development or Program Name, Address Millstream North Apartments 202 Croshaw Road Wrightstown, NJ 08562 ID# 8449	
1c. Number of Affordable Units: Number of Rental Units: 48 Number of For-Sale Units:	1d. Price or Rental Range From 0 To 814	1e. State and Federal Funding Sources (if any) USDA Rural Housing	
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates N/A No Vacancy Advertising: Annually Occupancy: 100%		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s): 7019	
1j. Managing/Sales Agent's Name, Address, Phone Number GND Management Corp. 202 Croshaw Road Wrightstown, NJ 08562 Georgianna Earls: Director of Housing 609-723-4666			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number GND Management: Georgianna Earls 609-723-4666 202 Croshaw Road Wrightstown, NJ 08562		1b. Development or Program Name, Address Millstream South Apartments 18 Jones Mill Road Wrightstown, NJ 08562 ID# 8450	
1c. Number of Affordable Units: Number of Rental Units: 40 Number of For-Sale Units:	1d. Price or Rental Range From 0 To 860		1e. State and Federal Funding Sources (if any) USDA Rural Housing
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates N/A No Vacancy Advertising: Annually Occupancy: 100%		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s): 7019	
1j. Managing/Sales Agent's Name, Address, Phone Number GND Management Corp. 202 Croshaw Road Wrightstown, NJ 08562 Georgianna Earls: Director of Housing 609-723-4666			
1k. Application Fees (if any):			

1a. Administrative Agent Name, Address, Phone Number GND Management: Georgianna Earls 609-723-4666 202 Croshaw Road Wrightstown, NJ 08562		1b. Development or Program Name, Address Maplewood Apartments 42 Meany Road Wrightstown, NJ 08562 ID# 8451	
1c. Number of Affordable Units: Number of Rental Units: 40 Number of For-Sale Units:	1d. Price or Rental Range From 0 To 1,081		1e. State and Federal Funding Sources (if any) USDA Rural Housing
1f. <input type="checkbox"/> Age Restricted <input checked="" type="checkbox"/> Non-Age Restricted	1g. Approximate Starting Dates N/A No Vacancy Advertising: Annually Occupancy: 100%		
1h. County Burlington, Camden, Gloucester		1i. Census Tract(s): 7019	
1j. Managing/Sales Agent's Name, Address, Phone Number GND Management Corp. 202 Croshaw Road Wrightstown, NJ 08562 Georgianna Earls: Director of Housing 609-723-4666			
1k. Application Fees (if any):			

(Sections II through IV should be consistent for all affordable housing developments and programs within the municipality. Sections that differ must be described in the approved contract between the municipality and the administrative agent and in the approved Operating Manual.)

II. RANDOM SELECTION

2. Describe the random selection process that will be used once applications are received.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

☐ White (non-Hispanic)
 ☒ Black (non-Hispanic)
 ☒ Hispanic
 ☐ American Indian or Alaskan Native

☐ Asian or Pacific Islander
 ☐ Other group:

3b. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE COAH REGION 5			
Daily Newspaper			
<input checked="" type="checkbox"/>		NJ Housing Resource Center – www.njhrc.gov	Entire region
<input type="checkbox"/>		Courier-Post	Entire Region
TARGETS PARTIAL COAH REGION 5			
Daily Newspaper			
<input type="checkbox"/>		Burlington County Times	Burlington
<input type="checkbox"/>		South Jersey Times	Gloucester, Camden
Weekly Newspaper			
<input type="checkbox"/>		Central Record, The	Burlington
<input type="checkbox"/>		Fort Dix Post	Burlington
<input type="checkbox"/>		Maple Shade Progress	Burlington
<input type="checkbox"/>		News Weekly	Burlington
<input type="checkbox"/>		Register-News	Burlington
<input type="checkbox"/>		Gloucester City News	Camden
<input type="checkbox"/>		Haddon Herald	Camden
<input type="checkbox"/>		Record Breeze	Camden
<input type="checkbox"/>		Retrospect	Camden
<input type="checkbox"/>		Plain Dealer	Camden, Gloucester
<input type="checkbox"/>		News Report	Gloucester
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 5			
<input type="checkbox"/>		3 KYW-TV Cbs Broadcasting Inc.	

<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		12 WHYY-TV Whyy, Inc.	Black, Latino
<input type="checkbox"/>		17 WPHL-TV Tribune Company	
<input type="checkbox"/>		23 WNJS New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	Black, Latino
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	
TARGETS PARTIAL COAH REGION 5			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	Burlington
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co. (General Electric)	Burlington
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	Burlington
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	Burlington
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	Burlington
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	Burlington
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Burlington
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting	Burlington

		Authority	
<input type="checkbox"/>		38 WPHA-CA Commercial Broadcasting Corp.	Burlington, Camden
<input type="checkbox"/>		41 WNAI-LP Marcia Cohen	Burlington, Camden
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Burlington, Camden
<input type="checkbox"/>		62 WWSI Hispanic Broadcasters of Philadelphia, Llc	Camden, Gloucester
	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA
TARGETS PARTIAL COAH REGION 5			
<input type="checkbox"/>		Comcast of Burlington County, Garden State, Gloucester County, South Jersey, Wildwood (Maple Shade System)	All Burlington, Camden, Gloucester
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 5			
AM			
<input type="checkbox"/>		WFIL 560	Christian
<input type="checkbox"/>		WIP 610	
<input type="checkbox"/>		WWJZ 640	
<input type="checkbox"/>		WTMR 800	
<input type="checkbox"/>		WWDB 860	
<input type="checkbox"/>		WPEN 950	
<input type="checkbox"/>		WNTX 990	
<input type="checkbox"/>		KYW 1060	
<input type="checkbox"/>		WPHT 1210	
<input type="checkbox"/>		WNWR 1540	
FM			
<input type="checkbox"/>		WXPB 88.5	
<input type="checkbox"/>		WRTI 90.1	
<input type="checkbox"/>		WHYY-FM 90.9	
<input type="checkbox"/>		WXTU 92.5	
<input type="checkbox"/>		WMMR 93.3	
<input type="checkbox"/>		WSTW 93.7	

<input type="checkbox"/>		WYSP 94.1	
<input type="checkbox"/>		WPST 94.5	
<input type="checkbox"/>		WBEN-FM 95.7	
<input type="checkbox"/>		WRDW-FM 96.5	
<input type="checkbox"/>		WUSL 98.9	
<input type="checkbox"/>		WJBR-FM 99.5	
<input type="checkbox"/>		WPHI-FM 100.3	
<input type="checkbox"/>		WBEB 101.1	
<input type="checkbox"/>		WIOQ 102.1	
<input type="checkbox"/>		WMGK 102.9	
<input type="checkbox"/>		WJJZ 106.1	Black
<input type="checkbox"/>		WKDN 106.9	Christian
<input type="checkbox"/>		WRNB 107.9	
TARGETS PARTIAL COAH REGION 5			
AM			
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WBUD 1260	
<input type="checkbox"/>		WIMG 1300	Black Gospel
<input type="checkbox"/>		WIFI 1460	Christian
<input type="checkbox"/>		WBCB 1490	
<input type="checkbox"/>		WPHY 920	
<input type="checkbox"/>		WURD 900	
<input type="checkbox"/>		WPHE 690	Latino
<input type="checkbox"/>		WNAP 1110	
<input type="checkbox"/>		WEMG 1310	Spanish
<input type="checkbox"/>		WHAT 1340	
<input type="checkbox"/>		WVCH 740	Christian
<input type="checkbox"/>		WDEL 1150	
<input type="checkbox"/>		WNJC 1360	
<input type="checkbox"/>		WDAS 1480	Black Gospel

FM			
<input type="checkbox"/>		WBZC 88.9	Burlington
<input type="checkbox"/>		WSJI 89.5	Burlington
<input type="checkbox"/>		WAWZ 99.1	Burlington (Christian)
<input type="checkbox"/>		WPPZ-FM 103.9	Burlington (Christian)
<input type="checkbox"/>		WKXW-FM 101.5	Burlington, Camden
<input type="checkbox"/>		WPRB 103.3	Burlington, Camden
<input type="checkbox"/>		WOGL 98.1	Burlington, Camden, Gloucester
<input type="checkbox"/>		WDAS-FM 105.3	Burlington, Camden, Gloucester
<input type="checkbox"/>		WKDU 91.7	Camden
<input type="checkbox"/>		WGLS-FM 89.7	Gloucester
<input type="checkbox"/>		WVLT 92.1	Gloucester
<input type="checkbox"/>		WIXM 97.3	Gloucester
<input type="checkbox"/>		WSJO 104.9	Gloucester

3c. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters)
(Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE COAH REGION 5			
Weekly			
<input type="checkbox"/>	Al Dia	Philadelphia Area	Spanish-Language
<input type="checkbox"/>	Nuestra Comunidad	Central/South Jersey	Spanish-Language
TARGETS PARTIAL COAH REGION 5			
Weekly			
<input type="checkbox"/>	El Hispano	Camden and Trenton areas	Spanish-Language
<input type="checkbox"/>	Ukrainian Weekly	New Jersey	Ukrainian community

3d. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)
See Appendix I of the Township of North Hanover Affirmative Marketing Plan

3e. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)
See Appendix I of the Township of North Hanover Affirmative Marketing Plan

3g. Direct notification of the availability of affordable housing units, along with copies of application forms shall be provided to the following locations:

- ☐ Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)
- ☐ New Jersey State Conference of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203)
- ☐ New Jersey Chapter of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203)
- ☐ The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)
- ☐ Fair Share Housing Development (1 Ethel Lawrence Boulevard, Mount Laurel, NJ 08054)
- ☐ Southern Burlington County NAACP (P.O. Box 3211, Cinnaminson, NJ 08077)
- ☐ Camden County NAACP (1123 1/2 Kaighn Avenue, Camden, NJ 08103)
- ☐ Gloucester County NAACP (P.O. Box 545, Williamstown, NJ 08094)
- ☐ Willingboro NAACP, (P.O. Box 207, Roebling, NJ 08554)
- ☐ Burlington County Community Action Program (718 Route 130 South, Burlington, NJ 08016)
- ☐ Supportive Housing Association (185 Valley St., South Orange, NJ, 07079)

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
X	Burlington County Library Headquarters	5 Pioneer Boulevard, Westampton, NJ 08060
X	Burlington County Office Building	49 Rancocas Rd, Mount Holly NJ 08060 (609)265-5000
X	Camden Court House Square	520 Market St, Camden NJ 08102-1375 (856)225-5000
X	Gloucester County Court House	1 N. Broad Street, Woodbury, NJ 08096 (856)853-3390
X	Gloucester County Administration Building	2 South Broad Street, Woodbury, NJ 08096
X	Camden County Library Headquarters	203 Laurel Road, Voorhees, NJ 08043
X	Gloucester County Library System	389 Wolfert Station Road, Mullica Hill, NJ 08062
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		
Municipal Building, 41 Schoolhouse Road, Jacobstown, NJ 08562		
4c. Sales/Rental Office for units (if applicable)		

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's COAH substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI funding).

Name (Type or Print)

<hr/>	
Title/Municipality	
<hr/>	
Signature	Date

Business Name	Additional Names	Address 1	Address 2	City, State, Zip	County	Type
Beverly-Edgewater Park Library		441 Cooper St.		Beverly, NJ 08010	Burlington County	Libraries
Burlington County Library		5 Pioneer Blvd.		Westampton, NJ 08060	Burlington County	Libraries
Burlington Library		23 W Union St		Burlington, NJ 08016	Burlington County	Libraries
Cinnaminson Branch Library		1619 Riverton Rd.		Cinnaminson, NJ 08077	Burlington County	Libraries
College of New Jersey		Roscoe L. West Library	Hillwood Lakes CN 4700	Trenton NJ 08650-4700	Burlington County	Libraries
Crosswicks Public Library		P.O. Box 147	483 Main St.	Crosswicks, NJ 08515	Burlington County	Libraries
Delanco Public Library		1303 Burlington Ave.		Delanco, NJ 08075	Burlington County	Libraries
Evesham Library		984 Tuckerton Rd.		Marlton, NJ 08053	Burlington County	Libraries
James H. Johnson Memorial Library		670 Ward Drive		Deptford, NJ 08096	Burlington County	Libraries
Moorestown Library		111 W Second St		Moorestown, NJ 08057	Burlington County	Libraries
Mount Laurel Library		120 N Mount Laurel Rd.		Mount Laurel, NJ 08054	Burlington County	Libraries
Pemberton Library		16 Broad.way		Browns Mills, NJ 08015	Burlington County	Libraries
Pinelands Branch Library		39 Allen Ave		Medford, NJ 08055	Burlington County	Libraries
Rider University		Franklin F. Moore Library	2083 Lawrenceville Rd	Lawrenceville NJ 08648	Burlington County	Libraries
Riverside Public Library		10 Zurbrugg Way		Riverside, NJ 08075	Burlington County	Libraries
Riverton Free Library		306 Main St		Riverton, NJ 08077	Burlington County	Libraries
Sally Stretch Keen Memorial Library		94 Main St.		Vincetown, NJ 08088	Burlington County	Libraries
West Deptford Free Public Library		420 Crown Point Rd.		West Deptford, NJ 08086	Burlington County	Libraries
Willingboro Public Library		1 Salem Rd.		Willingboro, NJ 08046	Burlington County	Libraries
Audubon Free Public Library		239 Oakland Ave.		Audobon, NJ 08106	Camden County	Libraries
Camden County Library		203 Laurel Rd.		Voorhees, NJ 08043	Camden County	Libraries
Camden County Library, Bellmawr Branch		35 East Browning Rd.		Bellmawr, NJ 08031	Camden County	Libraries
Cherry Hill Free Public Library		1100 Kings Highway North		Cherry Hill, NJ 08034	Camden County	Libraries
Clementon Memorial Library		195 Gibbsboro Rd.		Clementon, NJ 08021	Camden County	Libraries
Collingswood Free Public Library		771 Haddon Ave.		Collingswood, NJ 08108	Camden County	Libraries
County Store		Echelon Mall	Store #2206	Voorhees, NJ 08043	Camden County	Libraries
Gibbsboro Public Library		49 Kirkwood Rd.		Gibbsboro, NJ 08026	Camden County	Libraries
Gloucester City Library		50 N. RailRd. Ave.		Gloucester City, NJ 08030	Camden County	Libraries
Gloucester Twp-Blackwood Rotary Public Library		15 S. Black Horse Pike		Blackwood, NJ 08012	Camden County	Libraries
Haddon Heights Public Library		608 Station Ave.		Haddon Heights, NJ 08035	Camden County	Libraries
Haddonfield Public Library		60 N. Haddon Ave.		Haddonfield, NJ 08033	Camden County	Libraries
M. Allan Vogelson Regional Branch Library		203 Laurel Rd.		Voorhees, NJ 08043	Camden County	Libraries
Marie Fleche Memorial Library		49 South White Horse Pike		Berlin, NJ 08009	Camden County	Libraries
Merchantville Public Library		130 South Centre St.		Merchantville, NJ 08109	Camden County	Libraries
Oaklyn Memorial Library		602 Newton Ave.		Oaklyn, NJ 08107	Camden County	Libraries
Pennsauken Free Public Library		5605 Crescent Blvd.		Pennsauken, NJ 08110	Camden County	Libraries
Runnemede Public Library		P.O. box 119		Runnemede, NJ 08078	Camden County	Libraries
South County Regional Branch Library		35 Coopers Folly Rd.		Atco, NJ 08004	Camden County	Libraries
Waterford Township Public Library		2204 Atco Ave.		Atco, NJ 08004	Camden County	Libraries
William G. Rohrer Memorial Library - Haddon Twp Branch		15 MacArthur Blvd		Westmont, NJ 08108	Camden County	Libraries
Franklin Twp Public Library-Gloucester		1584 Coles Mill Rd.		Franklinville, NJ 08322	Gloucester County	Libraries
Gill Memorial Library		145 E. Broad. St.		Paulsboro, NJ 08066	Gloucester County	Libraries
Greenwich Township Library		411 Swedesboro Rd.		Gibbstown, NJ 08027	Gloucester County	Libraries
Logan Township Library		498 Beckett Rd.		Logan, NJ 08085	Gloucester County	Libraries
Margaret E. Heggan Free Public Library		606 Delsea Drive		Sewell, NJ 08080-9302	Gloucester County	Libraries

Mccowan Memorial Library	15 Pitman Ave.	Pitman, NJ 08071	Gloucester County	Libraries
Monroe Twp Public Library-Gloucester	713 Marsha Ave	Williamstown, NJ 08094	Gloucester County	Libraries
Mullica Hill Library	389 Wolfert Station Rd.	Mullica Hill, NJ 08062	Gloucester County	Libraries
Newfield Public Library	115 Catawba Ave.	Newfield, NJ 08344	Gloucester County	Libraries
Swedesboro Public Library	1442 Kings Highway	Swedesboro, NJ 08085	Gloucester County	Libraries
Wenonah Free Public Library	101 E. Mantua Ave.	Wenonah, NJ 08090	Gloucester County	Libraries
Woodbury Public Library	33 Delaware St.	Woodbury, NJ 08096	Gloucester County	Libraries
Burlington County Office Building	49 Rancocas Rd.	Mount Holly, NJ 08060	Burlington County	Major Employers
CVS Corp	Lumberton Corporate Center	Lumberton, NJ 08048	Burlington County	Major Employers
Eastern Environmental	Rick Greco	Delran, NJ 08075	Burlington County	Major Employers
Family Y of Burlington County	5001 Centerton Rd.	Mount Laurel, NJ 08054	Burlington County	Major Employers
Foley Insulation Inc.	112 E. Broad. St.	Palmyra, NJ 08065	Burlington County	Major Employers
Hampton Hospital	650 Rancocas Rd.	Westampton, NJ 08060	Burlington County	Major Employers
Lourdes Medical Center of Burlington County	218 Sunset Rd.	Willingboro, NJ 08046	Burlington County	Major Employers
Masonic Home of New Jersey	902 Jacksonville Rd.	Burlington, NJ 08016	Burlington County	Major Employers
Medford Leas Continuing Care	1 Medford Leas	Medford, NJ 08055	Burlington County	Major Employers
NADE	3328 US Highway 206	Bordentown, NJ 08505	Burlington County	Major Employers
Virtua Geriatric Care Management	523 Fellowship Rd.	Mount Laurel, NJ 08054	Burlington County	Major Employers
Virtua Memorial Hospital	175 Madison Ave.	Mount Holly, NJ 08060	Burlington County	Major Employers
Virtua West Jersey Hospital	90 Brick Road	Marlton, NJ 08053	Burlington County	Major Employers
Alliance Data Systems	9000 River Rd.	Delair, NJ 08110	Camden County	Major Employers
Kennedy Center at Voorhees	1099 White Horse Rd.	Voorhees, NJ 08043	Camden County	Major Employers
Kennedy Management Services Center	500 Marlboro Ave.	Cherry Hill, NJ 08002	Camden County	Major Employers
Kennedy Memorial Hospitals-University Medical Center	2201 Chapel Ave West	Cherry Hill, NJ 08002	Camden County	Major Employers
Kennedy Memorial Hospitals-University Medical Center	18 East Laurel Rd.	Stratford, NJ 08084	Camden County	Major Employers
Kennedy Memorial Hospitals-University Medical Center	435 Hurffville-Cross Keys Rd.	Turnersville, NJ 08012	Camden County	Major Employers
L-3 Communications System East	1 Federal St.	Camden, NJ 08103	Camden County	Major Employers
Lockheed Martin	1 Federal Street	Camden, NJ 08102	Camden County	Major Employers
Our Ladies of Lourdes Medical Center	1600 Haddon Ave.	Camden NJ 08103	Camden County	Major Employers
The Cooper Health System	One Cooper Plaza	Camden, NJ 08103	Camden County	Major Employers
Towers Perrin	101 Woodcrest Rd.	Cherry Hill, NJ 08002	Camden County	Major Employers
Campbell Soup Company	1 Campbell Soup Place	Camden, NJ 08103	Camden County	Major Employers
Bancroft Neurohealth	1000 Atlantic Avenue	Camden, NJ 08102	Camden County	Major Employers
Arch Manufacturing and Sales Co.	1213 S. 6th Street	Camden, NJ 08104	Camden County	Major Employers
Compucon Systems	1225 Forest Pkwy #500	Paulsboro, NJ 08066	Gloucester County	Major Employers
Cornell & Co.	224 Cornell Lane	Westville, NJ 08093	Gloucester County	Major Employers
Delaware Valley Wholesale Florists	520 N. Mantua Blvd	Sewell, NJ 08080	Gloucester County	Major Employers
Exxon Mobile Research & Engineering	800 Billingsport Rd.	Paulsboro, NJ 08066	Gloucester County	Major Employers
Gloucester County College	1400 Tanyard Rd.	Sewell, NJ 08080	Gloucester County	Major Employers
Heritage Dairy Stores	376 jessup Rd.	Thorofare, NJ 08089	Gloucester County	Major Employers
Kennedy Memoria Hospital	435 Hurffville Cross Keys Rd.	Turnersville, NJ 08012	Gloucester County	Major Employers
Missa Bay LLC	101 Arlington Blvd	Swedesboro, NJ 08085	Gloucester County	Major Employers
Rowan University	201 Mullica Hill Rd.	Glassboro, NJ 08028	Gloucester County	Major Employers
Sony Music	1020 Laurel Oak Rd., Ste 200	Voorhees, NJ 08043-3518	Gloucester County	Major Employers
Sony Music	400 North Woodbury Road	Pitman, NJ 08071	Gloucester County	Major Employers
Sunoco Eagle Point Oil Refinery	1250 Crown Point Rd	Westville, NJ 08093	Gloucester County	Major Employers
U.S. Food Services	300 Berkely Drive	Glassboro, NJ 08085	Gloucester County	Major Employers

US Food Services	2255 High Hill Road	Swedesboro, NJ 08014	Gloucester County	Major Employers
Underwood Memorial Hospital	509 North Broad. St.	Woodbury, NJ 08096	Gloucester County	Major Employers
Valero Refining Co.	800 Billingsport Rd.	Paulsboro, NJ 08066	Gloucester County	Major Employers
Direct Group	800 Arlington Blvd	Swedesboro, NJ 08085	Gloucester County	Major Employers
Electric Mobility	591 Mantua Boulevard	Sewell, NJ 08085	Gloucester County	Major Employers
Burlington County Times	4284 Rt. 130 N	Willingboro, NJ 08046	Burlington County	Media
Comcast Cable	800 Rahway Ave	Union, NJ 07083	Burlington County	Media
Courier Post	301 Cuthbert Blvd.	Cherry Hill, NJ 08002	Camden County	Media
Elauwit Media - Haddonfield Sun	926 Haddonfeild Road	Cherry Hill, NJ 08002-2775	Camden County	Media
Retrospect Weekly Newspaper	732 Haddon Ave.	Collingswood, NJ 08108	Camden County	Media
Courier-Post	301 Cuthbert Blvd	Cherry Hill, NJ 08002	Gloucester County	Media
Central Baptist Church	514 Maple Ave	Palmyra, NJ 08065	Burlington County	Religious Buildings
Christ Episcopal Church	638 Parry Ave.	Palmyra, NJ 08065	Burlington County	Religious Buildings
Epworth United Methodist Church	501 Morgan Ave.	Palmyra, NJ 08065	Burlington County	Religious Buildings
First Church of Christ Scientist	420 Kings Hwy	Moorestown, NJ 08057	Burlington County	Religious Buildings
Islamic Center of South Jersey	612 Garfield Ave.	Palmyra, NJ 08065	Burlington County	Religious Buildings
Metropolitan Christian Church	19 Tara Drive	Mount Laurel, NJ 08054	Burlington County	Religious Buildings
Palmyra Moravian	1921 Cinnaminson Ave.	Cinnaminson, NJ 08077	Burlington County	Religious Buildings
St Paul U A M E Church	305 West 3rd St.	Palmyra, NJ 08065	Burlington County	Religious Buildings
Temple Sinai	2101 New Albany Rd.	Cinnaminson, NJ 08077	Burlington County	Religious Buildings
Baptist Temple Church	1029 S 4th St.	Camden, NJ 08103	Camden County	Religious Buildings
Bethany Baptist Church	10 Foster Ave. # 1A	Gibbsboro, NJ 08026	Camden County	Religious Buildings
Bethany Presbyterian Church	1701 Sycamore St.	Haddon Heights, NJ 08035	Camden County	Religious Buildings
Bethel Christian Center	1583 Clementon Rd.	Blackwood, NJ 08012	Camden County	Religious Buildings
Brooklawn United Methodist Church	213 Maude Ave.	Brooklawn, NJ 08030	Camden County	Religious Buildings
Camden Bible Tabernacle	823 Elm St. #27	Camden, NJ 08102	Camden County	Religious Buildings
Christ Episcopal Church	P.O. Box 67	Magnolia, NJ 08049	Camden County	Religious Buildings
Church of the Holy Spirit	20 E Browning Rd.	Bellmawr, NJ 08031	Camden County	Religious Buildings
Collingswood Presbyterian Church	30 Fern Ave.	Collingswood, NJ 08108	Camden County	Religious Buildings
Diocese of Camden	631 Market St.	Camden, NJ 08102	Camden County	Religious Buildings
First Baptist Church of Delair	7569 Romeo Ave.	Delair, NJ 08110	Camden County	Religious Buildings
Haddonfield United Methodist	29 Warwick Rd.	Haddonfield, NJ 08033	Camden County	Religious Buildings
Holy Trinity Lutheran Church	325 S White Horse Pike	Audobon, NJ 08106	Camden County	Religious Buildings
Korean United Methodist	1995 Marlton Pike East	Cherry Hill, NJ 08003	Camden County	Religious Buildings
Our Lady of Mount Carmel	175 W White Horse Pike	Berlin, NJ 08009	Camden County	Religious Buildings
South Jersey Christian Fellowship	306 S. Warwick Rd.	Magnolia, NJ 08049	Camden County	Religious Buildings
St. Aloysius Church	901 Hopkins Road, Ste A	Haddonfield, NJ 08033	Camden County	Religious Buildings
St. Andrew Apostle Church	120 United States Ave. E	Gibbsboro, NJ 08026	Camden County	Religious Buildings
St. Anthony of Padua	2818 River Rd.	Camden, NJ 08105	Camden County	Religious Buildings
St. Augustine's Espiscopal	525 Royden St.	Camden, NJ 08103	Camden County	Religious Buildings
St. Jude's Catholic Church	701 Little Gloucester Rd.	Blackwood, NJ 08012	Camden County	Religious Buildings
Our Lady of Guadalupe Church	100 South Avenue	Lindenwold, NJ 08021	Camden County	Religious Buildings
St. Michael's Ukranian	1700 Brooks Blvd.	Hillsborough, NJ 08844	Camden County	Religious Buildings
St. Paul's Presbyterian Church	43 Park Ave.	Laurel Springs, NJ 08021	Camden County	Religious Buildings
St. Thomas Greek Orthodox	615 Mercer St.	Cherry Hill, NJ 08002	Camden County	Religious Buildings
Trinity United Methodist Church	438 Tansboro Rd.	Atco, NJ 08004	Camden County	Religious Buildings
First Presbyterian Church	10 Wildwood Avenue	Pitman, NJ 08071	Gloucester County	Religious Buildings

First Presbyterian Church of Grenloch	Lake & Eastview Ave.s	Grenloch, NJ 08032	Gloucester County	Religious Buildings
Memorial Presbyterian Church	202 E. Mantua Ave.	Wenonah, NJ 08090	Gloucester County	Religious Buildings
The Rock Church	P.O. Box 237	Pitman, NJ 08071	Gloucester County	Religious Buildings
Trinity Episcopal "Old Swedes" Church	Church St. & Kings Highway	Swedesboro, NJ 08085	Gloucester County	Religious Buildings
Hardingville Bible Church	979 Whig Lane Rd.	Monroeville, NJ 08343	Salem County	Religious Buildings
Fair Share Housing Center	510 Park Blvd	Cherry Hill, NJ 08002	ALL	Social Service Offices/Administration Buildings
Supportive Housing Association	185 Valley Street	South Orange, NJ 07079	ALL	Social Service Offices/Administration Buildings
Latino Action Network	PO Box 943	Freehold, NJ 07728	ALL	Social Service Offices/Administration Buildings
New Jersey Chapter of the NAACP	4326 Harbor Beach Blvd. #775	Brigantine, NJ 08203	ALL	Social Service Offices/Administration Buildings
Burlington County Administration Building	49 Rancocas Rd.	Mount Holly, NJ 08060	Burlington County	Social Service Offices/Administration Buildings
Burlington County Board of Social Services	Human Services Facility	Mount Holly, NJ 08060	Burlington County	Social Service Offices/Administration Buildings
Fair Share Housing Development	One Ethel Lawrence Blvd	Mount Laurel, NJ 08054	Burlington County	Social Service Offices/Administration Buildings
Willingboro NAACP	PO Box 207	Roebing, NJ 09854	Burlington County	Social Service Offices/Administration Buildings
Southern Burlington County NAACP	PO Box 3211	Cinnaminson, NJ 08077	Burlington County	Social Service Offices/Administration Buildings
Burlington County Community Action Program	718 Route 130 South	Burlington, NJ 08016	Burlington County	Social Service Offices/Administration Buildings
Camden County Board of Social Services	Aletha R. Wright Administration Building	Camden, NJ 08102-1255	Camden County	Social Service Offices/Administration Buildings
Camden County Division of Senior & Disabled Services	Courthouse, Suite 306	Camden, New Jersey 08102	Camden County	Social Service Offices/Administration Buildings
Camden County Office Building	Court House Square	Camden, NJ 08102	Camden County	Social Service Offices/Administration Buildings
Community Information & Referral Services	4212 Beacon Ave.	Pennsauken, NJ 08109	Camden County	Social Service Offices/Administration Buildings
Family Service Association	3073 English Creek Avenue	Egg Harbor Township, NJ 08234	Camden County	Social Service Offices/Administration Buildings
Camden County NAACP	1123 1/2 Kaign Ave	Camden, NJ 08103	Camden County	Social Service Offices/Administration Buildings
Camden Council on Economic Opportunity	538 Broadway	Camden, NJ 08103	Camden County	Social Service Offices/Administration Buildings
Camden County East NAACP	P.O. Box 53	Lawnside, NJ 08045	Camden County	Social Service Offices/Administration Buildings
Gloucester County American Red Cross	5425 Marlton Pike Ste 101	Pennsauken, NJ 08109	Gloucester County	Social Service Offices/Administration Buildings
Gloucester County Board of Social Services	400 Hollydell Drive	Sewell, NJ 08080	Gloucester County	Social Service Offices/Administration Buildings
Gloucester County Division of Senior Services	211 County House Rd.	Sewell, NJ 08080	Gloucester County	Social Service Offices/Administration Buildings
Gloucester County Office on Aging	County Offices @ 5 Points	Sewell, NJ 08080	Gloucester County	Social Service Offices/Administration Buildings
Gloucester County NAACP	PO Box 545	Williamstown, NJ 08094	Gloucester County	Social Service Offices/Administration Buildings
Birth Haven, Inc.	Tina Magarino, Executive Director	Newton, NJ 07860	All	Social Service Offices/Administration Buildings
VA NJ Health Care System	Joni Owen, LCSW	Lyons, NJ 07939-5000	All	Social Service Offices/Administration Buildings
	151 Knollcroft Rd., Bldg. 53			
		Mail code 116D-C34B		

Appendix II: North Hanover Preliminary Application Distribution List

Business Name	Address	City, State Zip
Burlington County Library Headquarters	5 Pioneer Boulevard	Westampton, NJ 08060
Burlington County Office Building	49 Rancocas Rd	Mount Holly, NJ 08060
Camden Court House Square	520 Market St	Camden, NJ 08102-1375
Gloucester County Court House	1 N. Broad Street	Woodbury, NJ 08096
City of Burlington Housing Authority	800 Walnut St	Burlington, NJ, 08016
Gloucester County Administration Building	2 South Broad Street	Woodbury, NJ 08096
Camden County Library Headquarters	203 Laurel Road	Voorhees, NJ, 08043
Gloucester County Library System	389 Wolfert Station Road	Mullica Hill, NJ, 08062

**NORTH HANOVER TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY**

**RESOLUTION ADOPTING AN AFFRIMATIVE MARKETING PLAN FOR THE
TOWNSHIP OF NORTH HANOVER**

WHEREAS, in accordance with applicable Council on Affordable Housing (“COAH”) regulations and the New Jersey Uniform Housing Affordability Controls (“UHAC”) N.J.A.C. 5:80-26., et seq., the Township of North Hanover is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by rehabilitation, are affirmatively marketed to very low, low and moderate income households, particularly those living and/or working within Housing Region 5, the Housing Region encompassing the Township of North Hanover;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council of the Township of North Hanover, County of Burlington, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in the Township of North Hanover shall be marketed in accordance with the provisions herein unless otherwise provided in N.J.A.C. 5:93-1, et seq. This Affirmative Marketing Plan shall apply to all developments that contain or will contain very low, low or moderate-income units, including those that are part of the Township’s prior round obligation and its current Fair Share Plan, and those that may be constructed in future developments not yet anticipated by the Fair Share Plan.
- B. The Affirmative Marketing Plan shall be implemented by an Administrative Agent designated by and/or under contract with the Township of North Hanover. All the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developers/sellers/owners of the affordable unit(s).
- C. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Township, shall undertake all the following strategies:
 - 1. Review, approve and ensure that the developers/sellers/owners publish at least one advertisement in a newspaper of general circulation within the housing region.
 - 2. Broadcast of one advertisement by a radio or television station broadcasting throughout the housing region.
 - 3. Post any available units on the New Jersey Housing Resource Center on or before the earlier of: (1) at least 60 days prior to conducting a lottery of the applicants; or (2) within one day following when the Administrative Agent provides any information regarding how to apply for units to prospective applicants or solicits any applications from potential applicants through any other means.
 - 4. At least one additional regional marketing strategy using one of the other sources listed below at Section E of this plan.

- D. The Affirmative Marketing Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward Housing Region 5 in which the Township is located and covers the entire period of deed restriction for each restricted housing unit.
- E. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:
1. All newspaper articles, announcements and requests for applications for very low, low, and moderate-income units shall appear in either the Courier-Post, or both the Burlington County Times and the South Jersey Times.

The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers during the first week of the marketing program and subsequently utilizing internet advertisements each month thereafter until all available units have been leased. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Administrative Agent. All press releases and advertisements must be approved in advance by the Township's Administrative Agent.

Advertisements will also be placed on the following websites:

Township of North Hanover - <http://www.northhanovertwp.com>

New Jersey Housing Resource Center (NJHRC) - <http://www.njhrc.gov>

2. The advertisement shall include a description of the:
 - i. Street address(es) of the units;
 - ii. Directions to the units;
 - iii. Range of prices for the units;
 - iv. Number of bedrooms in the affordable units (bedroom mix);
 - v. Maximum income permitted to qualify for the units;
 - vi. Location of applications;
 - vii. Business hours when interested households may obtain an application;
 - viii. Application fees, if any;
 - ix. Number of units currently available; and
 - x. Anticipated dates of availability.
3. Newspaper advertisements, announcements and information on where to request applications for very low, low, and moderate-income housing shall appear in at least one locally oriented weekly newspaper within the region.

4. Advertisements will be broadcast on at least one regional cable television or radio station.
5. Applications shall be mailed or emailed by the Administrative Agent to the prospective applications upon request. However, when on-line preliminary applications are utilized, if prospective applicants do not have internet access, they will be given a phone number to call the Administrative Agent, who will then enter all pre-application information online during the phone call. Locations of applications, brochures, and flyers to affirmatively market the program are listed in attached Appendix II and will also be made available on the Township's website. Also, information on how to apply shall be made available at the developer's sales/rental office and shall be mailed or emailed to prospective applicants upon request.
6. The Administrative Agent shall develop, maintain and regularly update a list of community contact person(s) and/or organizations(s) in Burlington, Camden, and Gloucester Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers. Please see Appendix I for a complete list.
 - i. Quarterly information shall be sent to each of the following agencies with a request for publication in their journals and for circulation among their members:

NEXUS Association of Realtors (Camden, Burlington Counties)
Gloucester Salem Counties Board of Realtors
 - ii. Quarterly information shall be sent to the administrators of each of the following agencies in each of the counties and requests to post same shall be sent to the administrators of each of the following agencies within the counties of Burlington, Camden, and Gloucester:

Welfare or Social Service Board
Rental Assistance Office (local office of DCA)
Offices on Aging or Division of Senior Services
Housing Authority
Community Action Agencies
Community Development Departments
 - iii. Quarterly information shall be sent to the chief personnel administrators of all the major employers within the region as listed in attached Appendix I in accordance with the Region 5 Affirmative Marketing Plan.

- iv. Quarterly information and copies of any press releases and advertisements of the availability of very low, low and moderate-income housing shall be sent to the following additional community and regional organizations:
- Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)
 - New Jersey State Conference of the NAACP (15 W. Front Street, Trenton, NJ 08608)
 - New Jersey Chapter of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203)
 - The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)
 - Fair Share Housing Development (1 Ethel Lawrence Boulevard, Mount Laurel, NJ 08054)
 - Southern Burlington County NAACP (P.O. Box 3211, Cinnaminson, NJ 08077)
 - Camden County NAACP (1123 1/2 Kaighn Avenue, Camden, NJ 08103)
 - Gloucester County NAACP (P.O. Box 545, Williamstown, NJ 08094)
 - Willingboro NAACP, (P.O. Box 207, Roebling, NJ 08554)
 - Burlington County Community Action Program (718 Route 130 South, Burlington, NJ 08016)
 - The Supportive Housing Association (15 Alden Street #14, Cranford, NJ 07016)
- v. The Administrative Agent will also provide specific direct notice to the following community and regional organizations whenever affordable housing units become available in the Township to the organizations including, but not limited to those listed below (see Appendix I for full list):
- Fair Share Housing Center (510 Park Boulevard, Cherry Hill, NJ 08002)
 - New Jersey State Conference of the NAACP (15 W. Front Street, Trenton, NJ 08608)
 - New Jersey Chapter of the NAACP (4326 Harbor Beach Blvd. #775, Brigantine, NJ 08203)
 - The Latino Action Network (P.O. Box 943, Freehold, NJ 07728)
 - Fair Share Housing Development (1 Ethel Lawrence Boulevard, Mount Laurel, NJ 08054)
 - Camden County NAACP (1123 1/2 Kaighn Avenue, Camden, NJ 08103)
 - Gloucester County NAACP (P.O. Box 545, Williamstown, NJ 08094)
 - Willingboro NAACP, (P.O. Box 207, Roebling, NJ 08554)
 - Southern Burlington County NAACP (P.O. Box 3211, Cinnaminson, NJ 08077)
 - Burlington County Community Action Program (718 Route 130 South, Burlington, NJ 08016)
 - The Supportive Housing Association (15 Alden Street #14, Cranford, NJ 07016)

7. A random selection method to select occupants of very low, low and moderate-income housing will be used by the Township's Administrative Agent in conformance with N.J.A.C. 5:80-26.16(l).
8. The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work in Housing Region 5 comprised of Burlington, Camden, and Gloucester Counties.
9. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify very low, low and moderate income households; to place income eligible households in very low, low and moderate income units upon initial occupancy; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to very low, low and moderate income households; and to enforce the terms of the deed restriction and mortgage loan as per N.J.A.C. 5:80-26.1, et seq.
10. Whenever appropriate, the Administrative Agent shall provide or direct qualified very low, low and moderate-income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
11. All developers/owners of very low, low and moderate-income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy.
12. The implementation of the Affirmative Marketing Plan shall continue until all very low, low and moderate-income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary. Please note that in addition to complying with this Township-wide Affirmative Marketing Plan that the Administrative Agent shall also review and approve a separate Affirmative Marketing Plan for every new affordable development in Township of North Hanover that is subject to N.J.A.C. 5:80-26.1 et seq. That document shall be completed by the owner/developer and will be compliant with the Township's Affirmative Marketing Plan as presented herein, and incorporate development specific details and permitted options, all subject to the Administrative Agent's review and approval. The development specific affirmative marketing plans will use the standard form for Region 5, which is attached hereto as Appendix III.
13. The Administrative Agent shall provide the Municipal Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, et seq. and the Order granting the Township a Final Judgment of Compliance and Repose.

BE IT FURTHER RESOLVED that the appropriate Township officials and professionals are authorized to take all actions required to implement the terms of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this _____ day of _____, 2020.

ATTEST:

Mary Picariello, Township Clerk

**NORTH HANOVER
TOWNSHIP RESOLUTION
APPOINTING MUNICIPAL
HOUSING LIAISON**

**RESOLUTION 2020-2
TOWNSHIP OF NORTH HANOVER
COUNTY OF BURLINGTON**

**A RESOLUTION PROVIDING FOR THE APPOINTMENT OF CERTAIN OFFICERS,
APPOINTEES AND EMPLOYEES**

WHEREAS, N.J.S.A. Title 40 and Title 40A provide for the Appointment of Certain Officers, Appointees, and Employees to be appointed in Township Positions to carry out the lawful duties and responsibilities of the Township; and

WHEREAS, the Township Salary Ordinance provides for the rate of Compensation, Salary, or Wages of Certain Officers, Appointees and Employees of said Township;

NOW THEREFORE BE IT RESOLVED, that the following Officers, Appointees, and Employees are hereby appointed for their respective terms, as follows:


POSITION	APPOINTEE
Certifying Officer I	Jack Bruno**
Certifying Officer II	Joseph Greene**
Accounting Assistant /Treasurer	Joseph Greene
Assessing Clerk	Alexandra DeGood**
Deputy Twp. Clerk	Alexandra DeGood**
Secretary Pro Tem	Mary Picariello**
Municipal Researcher	Mary Picariello**
Improvement Search Officer	Mary Picariello**
Tax Search Officer	Mary Picariello**
Deputy Tax Collector	Alexandra DeGood**
Registrar of Vital Statistics	Mary Picariello**
Deputy Registrar of Vital Statistics	Alexandra DeGood**
PACO (Public Agency Compliance Officer)	Mary Picariello**
Municipal Court Administrator	Rita Williams
Deputy Court Administrator	Jose Mercado
Violations Clerk	Vacant
Court Recorder/Data Entry Clerk	Arleen Collins
Substitute Court Recorder/Data Entry Clerk	Vacant
Police Clerk	Susan Reilly
Dog Registrar	Mary Picariello
COAH Administrative Agent/Liaison	Alexandra DeGood
Mobile Home Inspector	Alexandra DeGood
Technical Assistant to Construction Official	Alexandra DeGood
Zoning Officer/Secretary	Alexandra DeGood
Township Historian	James Durr**
Recycling Coordinator	Mary Picariello**
Clean Communities Coordinator	Alexandra DeGood
Indoor-Air Quality Prog. Coordinator	Twan Berben**
BCM/JIF Fund Commissioner	Mary Picariello**
Alternate Fund Commissioner	John Kocubinski **
NHT Safety Coordinator	Mary Picariello**
Landfill Custodian	Carl Reynolds
Landfill Custodian	Melvin John Farrell
Landfill Custodian	Troy Farrell
Board of Health Secretary	Mary Picariello**
Senior Citizens Coordinator	Mary Picariello**
Public Buildings/Custodian ~ Part Time	Twan Berben
Public Buildings/Custodian ~ Part Time	John Schoch
Recreation Secretary	Courtney Szymanski
Emergency Management Coordinator	Richard Mellor
Deputy Emergency Management Coordinator	Theodore Wells
Right-to-Know Officer	Theodore Wells **

BE IT FURTHER RESOLVED that employees whose positions are established by ordinance and/or State Statute remain in their respective positions without the necessity to be reappointed.

**** DENOTES NON-PAYING POSITIONS**

COMMITTEE	MOTION	2ND	AYES	NAYS	ABSTAIN	ABSENT
Committeeman DeLorenzo		X	X			
Deputy Mayor Doyle			X			
Committeeman Kocubinski			X			
Committeeman O'Donnell	X		X			
Mayor DeBaecke			X			

I do hereby certify that the foregoing is a true and exact copy of a Resolution adopted by the Mayor and Township Committee of North Hanover Township on January 2, 2020.


Mary Picariello, RMC/CMR/CTC
Township Clerk

NORTH HANOVER TOWNSHIP AFFORDABLE HOUSING DEVELOPMENT FEE ORDINANCE

**TOWNSHIP OF NORTH HANOVER
COUNTY OF BURLINGTON
ORDINANCE _____**

**AN ORDINANCE OF THE TOWNSHIP OF NORTH HANOVER, COUNTY OF
BURLINGTON, STATE OF NEW JERSEY, REPEALING AND REPLACING
CHAPTER 8, SECTION 8-070 OF THE CODE OF THE TOWNSHIP OF NORTH
HANOVER ENTITLED “DEVELOPMENT FEES; LOW AND MODERATE INCOME
HOUSING” AND ALL AMENDMENTS AND REVISIONS THERETO**

BE IT ORDAINED by the Township Committee of the Township of North Hanover, County of Burlington, State of New Jersey, that Chapter 8, § 8-070 of the Code of the Township of North Hanover entitled “Development Fees; Low and Moderate Income Housing” and any and all amendments and revisions thereto, shall be repealed in its entirety and replaced with the following:

Section 1. Development Fees

A. Purpose

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

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

3. This Chapter establishes standards for the collection, maintenance, and expenditure of development fees that are consistent with COAH’s regulations developed in response to P.L. 2008, c. 46, Sections 8 and 32-38 (C. 52:27D-329.2) and the Statewide Non-Residential Development Fee Act (C. 40:55D-8.1 through 8.7). Fees collected pursuant to this Chapter shall be used for the sole purpose of providing low- and moderate-income housing in accordance with a Court-approved Spending Plan.

B. Basic Requirements

1. This Ordinance shall not be effective until approved by the Court.

2. The Township of North Hanover shall not spend development fees until the Court has approved a plan for spending such fees (Spending Plan).

C. Definitions

The following terms, as used in this Chapter, shall have the following meanings:

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

“COAH” or the “Council” means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

“Construction Official” means the construction officer or his/her designee.

“Development fee” means money paid by a developer for the improvement of property as permitted at N.J.A.C. 5:97-8.3.

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

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

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

“Township” means the Township of North Hanover.

D. Residential Development Fees

1. Imposition of Fees

a) Within the Township of North Hanover, all residential developers, except for developers of the types of developments specifically exempted below and developers of developments that include affordable housing, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for all new residential development provided no increased density is permitted. Development fees shall also be imposed and collected when an additional dwelling unit is added to an existing residential structure; in such cases, the fee shall be calculated based on the increase in the equalized assessed value of the property due to the additional dwelling unit.

b) When an increase in residential density is permitted pursuant to a “d” variance granted under N.J.S.A. 40:55D-70d(5), developers shall be required to pay a “bonus” development fee of six percent (6%) percent of the equalized assessed value for each additional

unit that may be realized, except that this provision shall not be applicable to a development that will include affordable housing. If the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

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

2. Eligible Exactions, Ineligible Exactions and Exemptions for Residential Developments

a) Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

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

c) Owner-occupied residential structures demolished and replaced as a result of a fire, flood, or natural disaster shall be exempt from paying a development fee.

d) Developers of houses of worship and other uses that are entitled to exemption from New Jersey real property tax shall be exempt from the payment of a development fee, provided that such development does not result in the construction of any additional housing or residential units, including assisted living and continuing care retirement communities.

e) A development shall be exempt from an increase in the percentage of the development fee, provided the building permit was issued prior to the effective date of this article, or prior to any subsequent ordinance increasing the fee percentage. The developer shall have the right to pay the fee based on the percentage in effect on the date the building permit was issued.

f) With the exception of the construction of accessory additions, alterations or improvements made to existing structures resulting in an increase in the equalized assessed value totaling less than \$100,000 shall be exempt if:

i. The addition(s) increases the square footage of an existing structure by less than 50%; or

ii. The improvements involve alterations to, or the rebuilding and/or replacement of, less than 50% of the square footage of an existing structure.

iii. For purposes of determining eligibility for exemption from the imposition of development fees, all additions, improvements, alterations and any replacement or rebuilding of an existing structure shall be aggregated in determining the total increase in equalized assessed value.

g) Any development or improvement to structures of owner-occupied property in which there is located an affordable accessory residence. This exemption shall only apply to development or improvements to the property during the period of affordability controls.

h) The construction of a new accessory building or other structure on the same lot as the principal building shall be exempt from the imposition of development fees if the assessed value of the structure is determined to be less than \$100,000.

E. Non-Residential Development Fees

1. Imposition of Fees

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

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

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

d) The nonresidential portion of a mixed-use inclusionary or market rate development shall be subject to the development fee of 2.5% unless otherwise exempted below.

2. Eligible Exactions, Ineligible Exactions and Exemptions for Non-residential Development

a) The two and a half percent (2.5%) development fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within the existing footprint, reconstruction, renovations and repairs.

b) Non-residential developments shall be exempt from the payment of non-residential development fees in accordance with the exemptions required pursuant to the Statewide Non-Residential Development Fee Act (N.J.S.A. 40:55D-8.1 through 8.7), as specified in Form N-RDF "State of New Jersey Non-Residential Development Certification/Exemption". Any exemption claimed by a developer shall be substantiated by that developer.

c) A developer of a non-residential development exempted from the non-residential development fee pursuant to the Statewide Non-Residential Development Fee Act shall be subject to the fee at such time as the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final Certificate of Occupancy for the non-residential development, whichever is later.

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

e) Pursuant to P.L. 2009, c. 90 and P.L.2011, c. 122, the non-residential statewide development fee of two and one-half (2.5%) percent for non-residential development is suspended for all non-residential projects that received preliminary or final site plan approval subsequent to July 17, 2008 until July 1, 2013, provided that a permit for the construction of the building has been issued prior to January 1, 2015.

F. Collection Procedures

1. Upon the granting of a preliminary, final or other applicable approval for a development, the approving authority or entity shall notify or direct its staff to notify the Construction Official responsible for the issuance of a Construction Permit.

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

3. The Construction Official responsible for the issuance of a Construction Permit shall notify the Township Tax Assessor of the issuance of the first Construction Permit for a development which is subject to a development fee.

4. Within 90 days of receipt of such notification, the Township Tax Assessor shall prepare an estimate of the equalized assessed value of the development based on the plans filed.

5. The Construction Official responsible for the issuance of a final Certificate of Occupancy shall notify the Township Tax Assessor of any and all requests for the scheduling of a final inspection on a property which is subject to a development fee.

6. Within 10 business days of a request for the scheduling of a final inspection, the Township Tax Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements associated with the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.

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

8. Except as provided in hereinabove, fifty percent (50%) of the initially calculated development fee shall be collected at the time of issuance of the Construction Permit. The remaining portion shall be collected at the time of issuance of the Certificate of Occupancy. The developer shall be responsible for paying the difference between the fee calculated at the time of issuance of the Construction Permit and that determined at the time of issuance of the Certificate of Occupancy.

9. **Appeal of Development Fees**

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

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

G. Affordable Housing Trust Fund

1. There is hereby created a separate, interest-bearing Affordable Housing Trust Fund to be maintained by the Chief Financial Officer of the Township of Harding for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.

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

a) Payments in lieu of on-site construction of a fraction of an affordable unit, where permitted by Ordinance or by Agreement with the Township of North Hanover;

b) Funds contributed by developers to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached dwelling unit development accessible;

c) Rental income from municipally operated units;

d) Repayments from affordable housing program loans;

e) Recapture funds;

f) Proceeds from the sale of affordable units; and

g) Any other funds collected in connection with North Hanover Township's affordable housing program.

3. In the event of a failure by the Township of North Hanover to comply with trust fund monitoring and reporting requirements or to submit accurate monitoring reports; or a failure to comply with the conditions of the judgment of compliance or a revocation of the judgment of compliance; or a failure to implement the approved Spending Plan and to expend funds within the applicable required time period as set forth in In re Tp. of Monroe, 442 N.J. Super. 565 (Law Div. 2015) (aff'd 442 N.J. Super. 563); or the expenditure of funds on activities not approved by the Court; or for other good cause demonstrating the unapproved use(s) of funds, the Court may authorize the State of New Jersey, Department of Community Affairs, Division of Local Government Services (LGS), to direct the manner in which the funds in the Affordable Housing Trust Fund shall be expended, provided that all such funds shall, to the extent practicable, be utilized for affordable housing programs within the Township of Harding, or, if not practicable, then within the County or the Housing Region.

Any party may bring a motion before the Superior Court presenting evidence of such condition(s), and the Court may, after considering the evidence and providing the municipality a reasonable opportunity to respond and/or to remedy the non-compliant condition(s), and upon a finding of continuing and deliberate non-compliance, determine to authorize LGS to direct the expenditure of funds in the Trust Fund. The Court may also impose such other remedies as may be reasonable and appropriate to the circumstances.

4. Interest accrued in the Affordable Housing Trust Fund shall only be used to fund eligible affordable housing activities approved by the Court.

H. Use of Funds

1. The expenditure of all funds shall conform to a Spending Plan approved by the Court. Funds deposited in the Affordable Housing Trust Fund may be used for any activity approved by the Court to address the Township of North Hanover's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls; housing rehabilitation; new construction of affordable housing units and related costs; accessory apartments; a market to affordable program; Regional Housing Partnership programs; conversion of existing non-residential buildings to create new affordable units; green building strategies designed to be cost saving and in accordance with accepted national or State standards; purchase of land for affordable housing; improvement of land to be used for affordable housing; extensions or improvements of roads and infrastructure to affordable housing sites; financial assistance designed to increase affordability; administration necessary for implementation of the Housing Element and Fair Share Plan; and/or any other activity permitted by the Court and specified in the approved Spending Plan.

2. Funds shall not be expended to reimburse the Township of North Hanover for past housing activities.

3. At least 30 percent of all development fees collected and interest earned on such fees shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the municipal Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning 30 percent or less of the median income for the Housing Region in which North Hanover Township is located.

a) Affordability assistance programs may include down payment assistance, security deposit assistance, low interest loans, rental assistance, assistance with homeowners association or condominium fees and special assessments, and assistance with emergency repairs. The specific programs to be used for affordability assistance shall be identified and described within the Spending Plan.

b) Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income. The specific programs to be used for very low income affordability assistance shall be identified and described within the Spending Plan.

c) Payments in lieu of constructing affordable housing units on site, if permitted by Ordinance or by Agreement with the Township of Harding, and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.

4. The Township of North Hanover may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including its programs for affordability assistance.

5. No more than 20 percent of all revenues collected from development fees may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultants' fees necessary to develop or implement a new construction program, prepare a Housing Element and Fair Share Plan, and/or administer an affirmative marketing program or a rehabilitation program.

a) In the case of a rehabilitation program, the administrative costs of the rehabilitation program shall be included as part of the 20 percent of collected development fees that may be expended on administration.

b) Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or related to securing or appealing a judgment from the Court are not eligible uses of the Affordable Housing Trust Fund.

I. Monitoring

The Township of North Hanover shall provide annual reporting of Affordable Housing Trust Fund activity to the State of New Jersey, Department of Community Affairs, Council on Affordable Housing or Local Government Services or other entity designated by the State of New Jersey, with a copy provided to Fair Share Housing Center and posted on the municipal website, using forms developed for this purpose by the New Jersey Department of Community Affairs, Council on Affordable Housing or Local Government Services. The reporting shall include an accounting of all Affordable Housing Trust Fund activity, including the sources and amounts of funds collected and the amounts and purposes for which any funds have been expended. Such reporting shall include an accounting of development fees collected from residential and non-residential developers, payments in lieu of constructing affordable units on site (if permitted by Ordinance or by Agreement with the Township), funds from the sale of units with extinguished controls, barrier free escrow funds, rental income from Township owned affordable housing units, repayments from affordable housing program loans, and any other funds collected in connection with Harding Township's affordable housing programs, as well as an accounting of the expenditures of revenues and implementation of the Spending Plan approved by the Court.

J. Ongoing Collection of Fees

1. The ability for the Township of North Hanover to impose, collect and expend development fees shall expire with the expiration of the repose period covered by its Judgment of Compliance unless the Township of North Hanover has first filed an adopted Housing Element and Fair Share Plan with the Court or with a designated State administrative agency, has petitioned for a Judgment of Compliance from the Court or for Substantive Certification or its equivalent from a State administrative agency authorized to approve and administer municipal affordable

housing compliance and has received approval of its Development Fee Ordinance from the entity that will be reviewing and approving the Housing Element and Fair Share Plan.

2. If the Township of Harding fails to renew its ability to impose and collect development fees prior to the expiration of its Judgment of Compliance, it may be subject to forfeiture of any or all funds remaining within its Affordable Housing Trust Fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to Section 20 of P.L. 1985, c. 222 (C. 52:27D-320).

3. The Township of Harding shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its Judgment of Compliance, nor shall the Township of Harding retroactively impose a development fee on such a development. The Township of Harding also shall not expend any of its collected development fees after the expiration of its Judgment of Compliance.

SECTION 2. At least three copies of said full Ordinance are on file in the Office of the Municipal Clerk for public examination and acquisition. Copies are available for inspection or acquisition during regular weekday working hours and arrangements have been made for the publication of said proposed Ordinance in pamphlet or other similar form which will be available for purchase from the Township Clerk.

SECTION 3. This ordinance shall take effect upon final passage and publication according to law.

SECTION 4. The Township Clerk is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the County Planning Board, and to all others entitled thereto pursuant to the provisions of N.J.S.A. 40:550-15. Upon adoption of this Ordinance, after public hearing thereon, the Township Clerk is further directed to publish notice of passage thereof and file a copy of this Ordinance as finally adopted with the County Planning Board as required by N.J.S.A. 40:550-16 and with the Township Tax Assessor.

SECTION 5. All previously enacted Code sections, ordinances or parts of ordinances inconsistent herewith are hereby repealed.


SECTION 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions.

**RESTRICTIVE USE
COVENANT FOR
MILLSTREAM
APARTMENTS NORTH,
MILLSTREAM
APARTMENTS SOUTH,
AND MAPLEWOOD
APARTMENTS**

INSTRUMENT NUMBER: 5341686	DOCUMENT TYPE: DECLARATION OF RESTRICTIONS
-----------------------------------	---

Official Use Only <div>TIMOTHY D. TYLER BURLINGTON COUNTY RECEIPT NUMBER 8449964 RECORDED ON November 08, 2017 10:14 AM INSTRUMENT NUMBER 5341686 BOOK: OR13305 PAGE: 9838</div>	Document Charge Type	DECLARATION OF RESTRICTIONS
	Return Address (for recorded documents) LAND SERVICES USA INC 1835 MARKET ST SUITE 420 PHILADELPHIA PA 19103	
	No. Of Pages (Excluding Recording Information and/or Summary Sheet)	11
	Consideration Amount	\$0.00
	Recording Fee	\$140.00
	Realty Transfer Fee	\$0.00
	Total Amount Paid	\$140.00
	Municipality	NORTH HANOVER TWP
	Parcel Information	Block: 603 Lot: 10
	First Party Name	BURLINGTON PRESERVATION ASSOC
Second Party Name	USA DEPT OF AGRICULTURE	

Additional Information (Official Use Only)


5341686

Ctrl Id: 5572962 Recording Clerk: tvanderbilt



Burlington County Document Summary Sheet

BURLINGTON COUNTY
CLERK

2017 OCT 25 PM 1:56

RECEIVED

Official Use Only

2017 NOV - 6 PM 4:11

BURLINGTON COUNTY
CLERK

TIM TYLER BURLINGTON COUNTY CLERK P.O. BOX 6000 50 RANOCAS RD, 3rd FLOOR MOUNT HOLLY, NJ 08060-1317		Return Name and Address Mark Chalphin Land Services USA, Inc. 515 Swede Street Norristown, PA 19401			
Submitting Company		Land Services USA, Inc.			
Document Date (mm/dd/yyyy)		10/25/2017			
Document Type		Restrictive Use Covenant			
No. of Pages of the Original Signed Document (Including the cover sheet)		11			
Consideration Amount (If applicable)		\$ 0.00 \$10.00			
First Party (Grantor or Mortgagor or Assignor) (Enter up to five names)	Name(s) (Last Name First Name Middle Initial Suffix) (or Company Name as written)	Address (Optional)			
	Burlington Preservation Associates, LLC	4 Denny Road, Wilmington, DE 19809			
Second Party (Grantee or Mortgagee or Assignee) (Enter up to five names)	Name(s) (Last Name First Name Middle Initial Suffix) (or Company Name as written)	Address (Optional)			
	United States Department of Agriculture				
Parcel Information (Enter up to three entries)	Municipality	Block	Lot	Qualifier	Property Address
	North Hanover Township	603	10		202 Croshaw Road
	North Hanover Township	800	68		42 Meany Road
	North Hanover Township	603	29		18 Jones Mill Road
Reference Information (Enter up to three entries)	Book Type	Book	Beginning Page	Instrument No.	Recorded/File Date

*DO NOT REMOVE THIS PAGE.

DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF BURLINGTON COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.

①

**MULTI-FAMILY HOUSING PRESERVATION AND REVITALIZATION
RESTRUCTURING PROGRAM (MPR)**

RESTRICTIVE USE COVENANT

WHEREAS, Burlington Preservation Associates, LLC, or a predecessor in interest, received a loan from the United States of America, acting through the Rural Housing Service in Rural Development ("Agency"), United States Department of Agriculture which was evidenced by a promissory note(s) and an assumption agreement dated October 25, 2017 in the original amount of \$5,469,923.00, \$5,063,566.00 and \$3,595,848.65 and secured by a certain Real Estate Mortgage dated October 25, 2017 and recorded in the land records for the County of Burlington for the purpose of providing housing in accordance with section 515 Title V of the Housing Act of 1949, as amended ("Program"); and

WHEREAS, as a condition to and in consideration for the Owner's participation in the Rural Development's MPR Program, the Owner and the Agency entered into that certain Multi-Family Housing Preservation and Revitalization Restructuring Conditional Commitment dated October 25, 2017 as amended through the date hereof, pursuant to which the parties have agreed, among other things, to certain restrictions on the use of the property as more particularly described in Exhibit A ("Property") attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the restrictions on the Property, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, for themselves and for their respective successors and assigns, hereby covenant and agree as follows:

1. **Term.** The period of restriction shall begin on October 25, 2017 and end on October 25, 2047.
2. **Use Requirement.** The Owner, and any successors in interest, agree to use the Property in compliance with 42 U.S.C. § 1485 and 7 C.F.R part 3560, and any other applicable regulations and amendments, for the purpose of housing program eligible very low-, low-, or moderate-income tenants.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0190. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

3. Enforcement. The Agency and program eligible tenants or applicants may enforce these restrictions so long as the Agency has not terminated the Restrictive Use Covenant pursuant to paragraph 8 below.

4. Displacement Prohibition. The Owner agrees not to refuse to lease a dwelling unit offered for rent, or otherwise discriminate in the terms of tenancy, solely because any tenant or prospective tenant is the recipient of housing assistance from the Agency or any other federal agency.

5. Capital Needs Assessment. The Agency periodically, but not more often than every five (5) years, may require the Owner to commission an updated 20-year capital needs assessment, in form and substance acceptable to the Agency. If the Agency accepts the capital needs assessment, the Agency shall approve its cost to be reimbursed from the Property's reserve account. If the Agency concludes that the monthly deposit to the reserve account should be adjusted based on the results of the capital needs assessment, the Agency shall require and the Owner agrees to make, such adjustment.

6. Owner's Responsibilities. The Owners agrees to: set rents, other charges, and conditions of occupancy in a manner to meet these restrictions; post an Agency approved notice of this restriction for the tenants of the property; to adhere to applicable local, state, and Federal laws; and to obtain Agency concurrence for any rental procedures that deviate from those approved at the time of prepayment, prior to implementation.

7. Civil Rights Requirements. The Owner will comply with the provisions of any applicable federal, state or local law prohibiting discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status, including but not limited to: Title VI of the Civil Rights Act of 1964 (Public Law 90-284, 82 Stat. 73), the Fair Housing Act, Executive Order 11063, and all requirements imposed by or pursuant to the Agency regulations implementing these authorities, including, but not limited to, 7 CFR 3560.104.

8. Release of Obligation. The Owner will be released from these obligations before the termination period set in paragraph 1 only when the Agency determines that there is no longer a need for the housing or that financial assistance provided the residents of the housing will no longer be provided due to no fault, action or lack of action on the part of the Owner.

9. Violations; the Agency's Remedies. If the Agency determines that the Owner has violated any of the terms of this covenant, including, but not limited to, failure to comply with any of the requirements imposed under this covenant, the Agency shall notify the Owner of its determination and the Owner shall have sixty (60) calendar days after receipt of such notification in which to cure the violation. Promptly following the expiration of the foregoing sixty (60) day period, the Agency shall re-inspect the Property and/or take other investigative steps as it deems necessary in order to ensure compliance. The failure to cure any violation to the Agency's satisfaction within such sixty (60) day

period shall constitute a non-monetary default under 7 CFR 3560.452, which may result in the acceleration of the section 515 mortgage that is held by the Agency and secured by the Property, and, the imposition of any other remedies, administrative actions and/or sanctions provided under or authorized by applicable law and regulations, including those provided under 7 CFR 3560.461 and 7 CFR 3560.456. The parties further agree that upon any default under this covenant, the Agency may apply to any court, state or federal, for specific performance of this Agreement, for an injunction against violation of this covenant or for such other equitable relief as may be appropriate, since the injury to the Agency arising from a violation under any of the terms of this covenant would be irreparable and the amount of damage would be difficult to ascertain.

10. Covenants to Run with Land. The Owner hereby subjects the Property to the covenants, reservations and restrictions set forth in this covenant. The Owner hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land to the extent permitted by law and shall pass to and be binding upon the successors in title to the Property throughout the Term. Each and every contract, deed, mortgage or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument. The Agency hereby agrees that, upon the request of the Owner made on or after the Term of this covenant, the Agency shall execute a recordable instrument approved by the Agency for purposes of releasing this covenant of record. All costs and expenses relating to the preparation and recording of such release shall be paid by the Owner.

11. Superiority. The document hereto constitutes a restrictive covenant that is filed of record, with all other Deeds of Trusts or Mortgages, and that, notwithstanding a foreclosure or transfer of title pursuant to any other instrument or agreement, the restrictive covenants and provisions hereunder shall remain in full force and effect.

12. Subsequent Modifications and Statutory Amendments. The Agency may implement modifications necessitated by any subsequent statutory amendment without the consent of any other party, including those having the right of enforcement, to require that any third party obtain prior the Agency approval for any enforcement action concerning preexisting or future violations of this covenant.

13. Other Agreements. The Owner represents and warrants that it has not and will not execute any other agreements with provisions contradictory or in opposition to the provisions of this covenant and that, in any event, the provisions of this covenant are paramount and controlling as to the rights and obligations set forth herein and supersede any other conflicting requirements.

14. Binding Effect. Upon conveyance of the Property during the Term, the Owner shall require its successor or assignee to assume its obligations under this

covenant. In any event, this covenant shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and/or assigns.

15. Amendment. This covenant may not be modified except by an instrument in writing executed by each of the parties that are signatories hereto.

16. Severability. Notwithstanding anything herein contained, if any one or more of the provisions of this covenant shall for any reason whatsoever be held to be illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect any other provision of this covenant, but this covenant shall be construed as if such illegal, invalid or unenforceable provision had never been contained herein.

17. Headings. The headings and titles to the sections of this covenant are inserted for convenience only and shall not be deemed a part hereof nor affect the construction or interpretation of any provisions hereof.

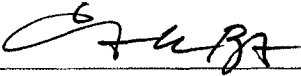
18. Governing Law. This covenant shall be governed by all applicable federal laws.

19. Counterparts. This covenant may be executed in any number of counterparts, all of which counterparts shall be construed together and shall constitute but one covenant.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Restrictive Use Covenant to be executed and made effective as of the date first above written.

OWNER: BURLINGTON PRESERVATION ASSOCIATES, LLC

By: 
Christopher K. Bartges, Vice President/Secretary

WITNESS/ATTEST:



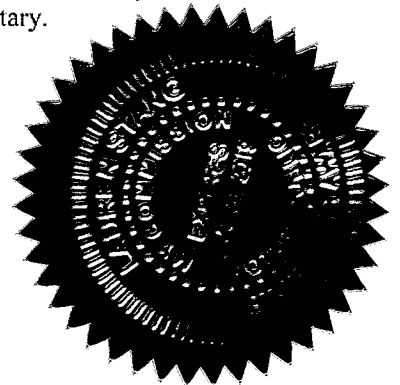
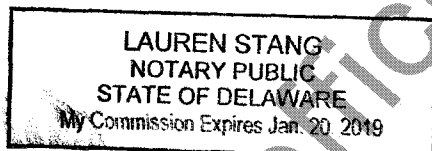
DELAWARE
State of ~~New Jersey~~

NEW CASTLE
County of ~~Burlington~~

25th
On this day of October, 2017, before me, the undersigned notary public, personally appeared **Christopher K. Bartges**, Vice President/Secretary of Burlington Preservation Associates, LLC, managed member of Burlington Preservation Associates, LLC, and that he, as Vice President/Secretary, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Vice President/Secretary.

Notary Public 

My commission expires _____



United States of America acting through and by the
United States Department of Agriculture by himself as
Acting State Director for Rural Development.

By: 

KENNETH C. DREWES

Acting State Director


Rural Development

Date: 10-25-2017

State of New Jersey

County of Burlington

^{25th}
On this day of October, 2017, before me, the undersigned notary public, personally appeared **Kenneth C. Drewes**, Acting State Director for Rural Development for the United States of America acting through and by the United States Department of Agriculture, and that he, as such Acting State Director for Rural Development, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the United States of America acting through and by the United States Department of Agriculture by himself as Acting State Director for Rural Development.

Notary Public 

VICTORIA M FEKETE

ID # 2043110

NOTARY PUBLIC

STATE OF NEW JERSEY

My Commission Expires August 5, 2019

My commission expires 8-5-19

SCHEDULE C

LEGAL DESCRIPTION

File No: NJFA16-0522

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in, County of **Burlington** and State of New Jersey, being more particularly described as follows:

Parcel A:

Beginning at a point in the Southerly line of Croshaw Road (57.75 feet wide) in the division line between Lots 10 and 12, Block 601 on the North Hanover Township Tax Map and in line of lands now or formerly Lester Bird and extends thence

(1) South 89 degrees 21 minutes 00 Seconds East along the Southerly line of Croshaw Road 37.99 feet to an angle point in same; thence

(2) South 77 degrees 24 minutes 00 seconds East along same 253.61 feet to a point in the division line between Lots 12 and 13A said block and tax map and in line of lands now or formerly Charles Jones; thence

(3) South 20 degrees 19 minutes 30 seconds East along said division line and along lands of Charles Jones 232.18 feet to a point for a corner in same; thence

(4) South 77 degrees 24 minutes 00 seconds East still along said division line and lands of said Jones 199.88 feet to a point in the Southwesterly line of Jones Mill Road (41.5 feet wide); thence

(5) South 20 degrees 19 minutes 30 seconds East along said line of Jones Mill Road 439.36 feet to a point in the division line between Lots 12 and 10A, Block 601 said tax map and in line of lands now or formerly Home Mission Board of Southern Baptist Convention; thence

(6) South 81 degrees 44 minutes 20 seconds West along said division line and said lands, in part, and along the division line between Lots 10 and 12 said Block and Tax Map and lands now of formerly Lester Bird 924.44 feet to a point for a corner in line of said last mentioned division line and corner to lands of said Bird; thence

(7) North 13 degrees 07 minutes 00 seconds East still along the division line between Lots 10 and 12 and lands of said Bird 885.04 feet to the point and place of BEGINNING.

Excepting therefrom:

BEGINNING at a point in the southwesterly line of Jones Mill Road (widened to 25 feet from original center line), said beginning point being distant 150.00 feet measured along said line of Jones Mill Road on a course of South 20 degrees 19' 30" East from a point in the southwesterly line of lands now or

formerly Mason R. Eseltine, formerly known as Lot 13A, and now known as Lot 12, Block 603 on the North Hanover Township Tax Map: said last mentioned point being distant 199.88 feet measured along said southwesterly line of lands of Eseltine on a course of South 77 degrees 24' East from a point at the Southwest corner of lands of Eseltine, said last mentioned point being distant 232.18 feet, still measured along said lands of Eseltine on a course of South 20 degrees 19' 30" East from a point in the southwesterly line of Croshaw road (widened to 33 feet from original center line); said beginning point also being in the division line between proposed new Lots 10 and 10A, Block 603 on said fax Map and extends from said beginning point; thence

(1) South 20 degrees 19' 30", East along the aforementioned southwesterly line of Jones Mill Road, 289.36 feet to a point in the division line between lands now or formerly Home Mission Board of Southern Baptist Convention, known as Lot 7, said Block and Tax Map and said proposed Lot 10A, said Block and Tax Map; thence

(2) South 81 degrees 44' 20" West along said lands and the division line between said Lots 7 and 10A, said Block and Tax Map, in part, and also along lands now or formerly Lester Bird, and the division line, between Lots 6 and 10A, said Block and Tax Map, 924.44 feet to a point corner to said lands of Bird and Still in the division line between said Lots 6 and 10A; thence

(3) North 13 degrees 07' 00" East still along lands of said Bird and said last mentioned division line 520.04 feet to a point in the aforementioned division line between Lots 10 and 10A, said Block and Tax Map; thence

(4) South 35 degrees 25' 56" East along said division line, 282.29 feet to an angle point in same: thence

(5) North 75 degrees 06' 50" East along same, 198.00 feet to as angle point in same; thence

(6) North 58 degrees 59' 46" East along same, 69.85 feet to an angle point in same; thence

(7) North 81 degrees 44' 20" East still along same, 284.40 feet to the point and place of BEGINNING.

Being known and designated as Lot 10, in Block 603, as shown on a certain map entitled "Proposed Subdivision Domenic A Fieni Jones Mill Road", County of Burlington, State of New Jersey, and filed in the Burlington County Clerk's Office on October 9, 1981, as Map No. 03549.

FOR INFORMATION PURPOSES ONLY:

BEING Known as Lot 10, Block 603, on the Official Tax Map of North Hanover Township
BEING commonly known as 202 Croshaw Road, North Hanover New Jersey.

Parcel B:

BEGINNING at a monument at the intersection of the Northwestern line of Meany Road (49.5 feet wide) with the Southwesterly line of Jacobstown-New Egypt Road (County Route 528) (49.5 feet wide) and extends thence

(1) South 14 degrees 11 minutes West along the Northwesterly line of Meany Road, 667.93 feet to a monument in the division line between Lots 44-2 and 44-3. Block 800 on plan hereinafter mentioned, and also being in the division line between Lots 68 and 69, Block 800 on the present official Tax Map of North Hanover Township; thence

(2) North 62 degrees 59 minutes West along said division line, 731.58 feet to a monument in the Northwesterly boundary line of said plan and in the division line between Lots 66 and 68, said block and tax map; thence

(3) North 24 degrees 47 minutes East along said boundary line and said last mentioned division line, in part, and also the division line between Lots 65 and 68, said block and tax map, 651.74 feet to an iron pin in the Southwesterly line of Jacobstown-New Egypt Road (County Route 528); thence

(4) South 62 degrees 59 minutes East along said line of Jacobstown-New Egypt Road (County Route 528) 608.62 feet to the place of Beginning.

Being known and designated as Lot 44-2, in Block 800, as shown on a certain map entitled "Sketch Plat of Proposed Major Subdivision Block 800 Lot 44-SH#8", County of Burlington, State of New Jersey, and filed in the Burlington County Clerk's Office on May 8, 1979, as Map No. 03127.

FOR INFORMATION PURPOSES ONLY:

BEING Known as Lot 68, Block 800, on the Official Tax Map of North Hanover Township
BEING commonly known as 42 Meany Road, North Hanover New Jersey.

Parcel C:

BEGINNING at a point in the Southwesterly line of Jones Mill Road (widened to 25 feet from original center line); said beginning point being distant 150.00 feet measured along said line of Jones Mill Road on a course of South 20 degrees 19 minutes 30 seconds East from a point in the Southwesterly line of lands now or formerly Mason R. Eseltine, formerly known as Lot 13A, and now known as Lot 12, Block 603 on the North Hanover Township Tax Map; said last mentioned point being distant 199.88 feet measured along said Southwesterly line of lands of Eseltine on a course of South 77 degrees 24 minutes East from a point at the Southwest corner of lands of Eseltine; said last mentioned point being distant 232.18 feet, still measured along said lands of Eseltine on a course of South 20 degrees 19 minutes 30 seconds. East from a point in the Southwesterly line of Croshaw Road (widened to 33 feet from original center line); said beginning point also being in the division line between proposed new lots 10 and 10A Block 603 on said tax map and extends from said beginning point

(1) South 20 degrees 19 minutes 30 seconds East along the aforementioned Southwesterly line of Jones Mill Road, 289.36 feet to a point in the division line between lands now or formerly Home Mission Board of Southern Baptist Convention, known as Lot 7, said Block and Tax Map, said proposed Lot 10A, said Block and Tax Map; thence

(2) South 81 degrees 44 minutes 20 seconds West along said lands and the division line between said lots 7 and 10A, said Block and Tax Map, in part, and also along lands now or formerly Lester Bird, and

the division line between Lots 6 and 10A, said Block and Tax Map, 924.44 feet to a point corner to said lands of Bird and still in the division line between said Lots 6 and 10A; thence

(3) North 13 degrees 07 minutes 00 seconds East still along lands of said Bird and said last mentioned division line, 520.04 feet to a point in the aforementioned division line between Lots 10 and 10A, said Block and Tax Map; thence

(4) South 35 degrees 25 minutes 56 seconds East along said division line, 282.29 feet to an angle point in same; thence

(5) North 75 degrees 06 minutes 50 seconds East along same, 198.00 feet to an angle point in the same; thence

(6) North 58 degrees 59 minutes 46 seconds East along same 69.85 feet to an angle point in same; thence

(7) North 81 degrees 44 minutes 20 seconds East still along same, 284.40 feet to the point and place of Beginning.

Being known and designated as Lot 10A, in Block 603, as shown on a certain map entitled "Proposed Subdivision Domenic A Fieni Jones Mill Road", County of Burlington, State of New Jersey, and filed in the Burlington County Clerk's Office on October 9, 1981, as Map No. 03549.

FOR INFORMATION PURPOSES ONLY:

BEING Known as Lot 29, Block 603, on the Official Tax Map of North Hanover Township
BEING commonly known as 18 Jones Mill Road, North Hanover New Jersey

END OF LEGAL DESCRIPTION