

CHERRY HILL TOWNSHIP  
**HOUSING ELEMENT**  
& FAIR SHARE PLAN

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**HOUSING ELEMENT OF THE MASTER PLAN  
AND  
FAIR SHARE PLAN**

**PLANNING BOARD  
TOWNSHIP OF CHERRY HILL  
CAMDEN COUNTY, NEW JERSEY**

DECEMBER 7, 2015

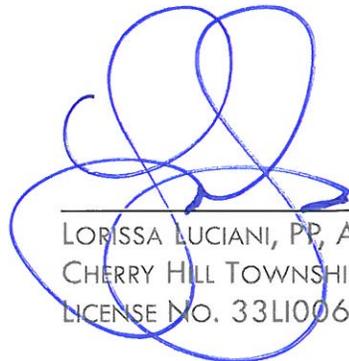
**ADOPTED PURSUANT TO N.J.S.A. 40:55-D-28b(3)  
(NEW JERSEY MUNICIPAL LAND USE LAW)**

AND THE

**N.J.S.A. 52:27D-301 et seq.  
(FAIR HOUSING ACT OF 1985)**



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THE HONORABLE CHUCK CAHN

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## **ACKNOWLEDGMENTS**



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# INTRODUCTION

New Jersey's Municipal Land Use Law (MLUL) and Fair Housing Act of 1985 (N.J.S.A. 52:27D-310 et seq.) require municipalities to adopt a housing element addressing the municipal present and prospective housing need, with particular attention to low- and moderate-income housing. A housing element shall contain at least the following:

1. An inventory of the municipality's housing stock by age, condition, purchase or rental value, occupancy characteristics and type including the number of units affordable to low- and moderate-income households and substandard housing capable of being rehabilitated;
2. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next six (6) years, 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; and
6. A consideration of the lands that are most appropriate for construction of low- and moderate-income housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a

commitment to provide low- and moderate-income housing.

# LOCATIONAL & REGIONAL CONTEXT

Cherry Hill Township is located in Southern New Jersey in Camden County (see **Map 1: Regional Context**). The Township's eastern border with Burlington County is primarily defined by Pennsauken Creek. This eastern boundary is shared by the Burlington County municipalities of Maple Shade Township, Evesham Township, and Mount Laurel Township (see **Map 2: Neighboring Municipalities & Counties**). The Cooper River forms the southern border with Haddon Township, Haddonfield Borough, and Lawnside Borough. The northern border is shared with Merchantville Borough and Pennsauken Township, while the Township's southern border is defined by Evesham Road (County Route [CR] 544) and Voorhees Township.

Cherry Hill is in the Delaware Valley coastal plain about eight miles southeast of Philadelphia and within just a few hours of most major metropolitan areas in the Northeast. The Township is approximately 24.24 square miles. Over 99% of this area is land, where less than 1% of this area is water. There are sixteen (16) Census Tracts in Cherry Hill that have seventy-five (75) associated block groups. There are numerous Census Designated Places (CDPs) within the Township, which are defined by the US Census Bureau as a concentration of population for statistical purposes. Cherry Hill's CDPs include Ashland CDP, Barclay CDP, Cherry Hill Mall CDP, Ellisburg CDP, Golden Triangle CDP, Greentree CDP, Kingston Estates CDP, and Springdale CDP (see **Map 3: Census Boundaries**).

# HOUSING STOCK INVENTORY

## HOUSING UNITS

According to the 5-Year 2009-2013 American Community Survey (ACS), the Township of Cherry Hill has 27,971 housing units—representing a 3.3% increase in housing units since 2000. The housing unit growth rates for Cherry Hill Township, since 2000, were above the housing unit growth rates enumerated for Camden County (2.8%) and lower than the State of New Jersey’s housing growth rate of 7.6%. **Table 1: Housing Units** provides an illustrative comparison of the Township’s growth rates with those enumerated for Camden County and New Jersey.

<b>TABLE 1: HOUSING UNITS</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
2013 Total Housing Units	3,563,130	205,279	27,971
2010 Total Housing Units	3,529,033	204,435	27,473
2000 Total Housing Units	3,310,275	199,679	27,074
<b>NUMERICAL CHANGE 2000-2013</b>	252,855	5,600	897
<b>PERCENT CHANGE 2000-2013</b>	7.60%	2.80%	3.30%

DP04: SELECTED HOUSING CHARACTERISTICS (2009-2013 American Community Survey 5-Year Estimates)

DP04: SELECTED HOUSING CHARACTERISTICS (2006-2010 American Community Survey 5-Year Estimates)

DP-4: Profile of Selected Housing Characteristics: 2000 (Census 2000 Summary File 3 (SF 3) - Sample Data)

## HOUSING OCCUPANCY & VACANCY RATES

Cherry Hill Township occupancy rate of 94.1% represents a stable percentage of occupied housing units as compared to Camden County (91.5%) and the State of New Jersey (89.4%), as indicated in **Table 2: Occupancy & Vacancy Rates**.

<b>TABLE 2: OCCUPANCY &amp; VACANCY RATES</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL HOUSING UNITS</b>	3,563,130	205,279	27,971
Occupied Housing Units	89.40%	91.50%	94.10%
Vacant Housing Units	10.60%	8.50%	5.90%

DP04: SELECTED HOUSING CHARACTERISTICS (2009-2013 American Community Survey 5-Year Estimates)

## HOUSING TENURE

Of the 26,309 occupied housing units in Cherry Hill Township, 80.6% are owner-occupied and 19.4% are renter-occupied. This level of owner-occupancy is more than 12% higher than Camden County and 15% higher than the State of New Jersey's, as indicated in **Table 3: Tenure**.

<b>TABLE 3: TENURE</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL OCCUPIED HOUSING UNITS</b>	3,186,418	187,941	26,309
Owner-Occupied	65.60%	68.30%	80.60%
Renter-Occupied	34.40%	31.70%	19.40%

DP04: SELECTED HOUSING CHARACTERISTICS (2009-2013 American Community Survey 5-Year Estimates)

## RESIDENTIAL STRUCTURE TYPES

The predominant type of residential structure within the Township is single-family detached units (69.8%). Subsequently, multi-family units in structures of 20 or more units comprise of the second most frequent type of residential structure at 14.2%. In both cases, Cherry Hill Township has a higher proportion of these two (2) types of residential structures than found in Camden County (55.3% and 9.1%, respectively) and in the State of New Jersey (53.7% and 10.2%, respectively), as indicated in **Table 4: Units in Structure**.

<b>TABLE 4: UNITS IN STRUCTURE</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL HOUSING UNITS</b>	3,563,130	205,279	27,971
1-unit, detached	53.70%	55.30%	69.80%
1-unit, attached	9.30%	17.70%	7.20%
2 units	9.50%	4.60%	1.20%
3 or 4 units	6.50%	3.80%	2.40%
5 to 9 units	4.80%	4.10%	2.50%
10 to 19 units	5.00%	4.70%	2.30%
20 or more units	10.20%	9.10%	14.20%
Mobile home	1.00%	0.70%	0.40%
Boat, RV, van, etc.	0.00%	0.00%	0.10%

DP04: SELECTED HOUSING CHARACTERISTICS (2009-2013 American Community Survey 5-Year Estimates)

## MEDIAN & QUARTILE HOUSING VALUES

The price of housing in an area at a particular time, relative to regional and state values, is a relatively good measure of local economic health and income. The median value of owner-occupied housing in Cherry Hill is \$274,600.00, which is more than \$60,000.00 higher than the median value for Camden County (\$210,700.00) but it is lower than the State of New Jersey's median value of \$327,100.00.

The lower quartile value of owner-occupied housing in Cherry Hill Township is \$215,500.00, whereas the upper quartile value is \$350,900.00. While the lower and upper quartiles in Camden County are lower than found in Cherry Hill Township, there is a similar range of values in the County, as there is a \$130,000.00 between lower and upper quartiles in Camden County, where the breadth of lower and upper quartiles values is \$135,000.00 for Cherry Hill Township. As for the State of New Jersey, the lower quartile value is similar to Cherry Hill's but the upper quartile value is much higher. The State's span of lower and upper quartile values equals \$245,000.00. This information is indicated in **Table 5: Median & Quartile Values**.

<b>TABLE 5: MEDIAN &amp; QUARTILE VALUES</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
Lower Value quartile (dollars)	\$222,100.00	\$152,600.00	\$215,500.00
Median Value (dollars)	\$327,100.00	\$210,700.00	\$274,600.00
Upper Value Quartile (dollars)	\$467,100.00	\$282,900.00	\$350,900.00

B25076: LOWER VALUE QUARTILE (DOLLARS) - Universe: Owner-occupied housing units (2009-2013 American Community Survey 5-Year Estimates)

B25077: MEDIAN VALUE (DOLLARS) - Universe: Owner-occupied housing units (2009-2013 American Community Survey 5-Year Estimates)

B25078: UPPER VALUE QUARTILE (DOLLARS) - Universe: Owner-occupied housing units (2009-2013 American Community Survey 5-Year Estimates)

## OWNER-OCCUPIED HOUSING VALUES

Despite a median housing value of \$274,600.00 in Cherry Hill, the most frequent range of housing values in the Township is \$300,000.00 to \$399,999.00, where the second most frequent range of housing values lies between \$250,000.00 to \$299,999.00. More than 38% of the owner-occupied units in Cherry Hill are valued lower than \$250,000.00. This is very different than the range of values in Camden County, where 65.5 percent of all owner-occupied units are valued below \$250,000.

From a statewide perspective, the most frequent range of housing values is between \$300,000.00 to \$399,999.00, which demonstrates a median housing value of \$327,100.00. Approximately, 31.4% of owner-occupied units are valued at less than \$250,000.00. This information is indicated in **Table 6: Value for Specified Owner-Occupied Housing Units.**

<b>TABLE 6: VALUE FOR SPECIFIED OWNER-OCCUPIED HOUSING UNITS</b>			
<b>HOUSING VALUE</b>	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
Less than \$50,000.00	2.46%	3.56%	2.05%
\$50,000 to \$59,999	0.40%	0.90%	0.20%
\$60,000 to \$69,999	0.40%	1.00%	0.20%
\$70,000 to \$79,999	0.60%	1.60%	0.20%
\$80,000 to \$89,999	0.80%	2.40%	0.40%

\$90,000 to \$99,999	0.70%	2.30%	0.50%
\$100,000 to \$124,999	2.50%	5.90%	1.60%
\$125,000 to \$149,999	2.60%	6.00%	2.40%
\$150,000 to \$174,999	4.80%	11.80%	4.50%
\$175,000 to \$199,999	4.60%	10.20%	6.90%
\$200,000 to \$249,999	11.50%	19.80%	19.70%
\$250,000 to \$299,999	12.50%	14.40%	23.20%
\$300,000 to \$399,999	22.20%	11.90%	25.90%
\$400,000 to \$499,999	13.10%	3.80%	6.20%
\$500,000 to \$749,999	13.50%	2.80%	4.40%
\$750,000 to \$999,999	4.20%	0.90%	1.00%
\$1,000,000 or more	3.00%	0.60%	0.60%
<b>MEDIAN VALUE (dollars)</b>	<b>\$327,100.00</b>	<b>\$210,700.00</b>	<b>\$274,600.00</b>

B25075: VALUE - Universe: Owner-occupied housing units (2009-2013 American Community Survey 5-Year Estimates)

B25077: MEDIAN VALUE (DOLLARS) - Universe: Owner-occupied housing units (2009-2013 American Community Survey 5-Year Estimates)

## MEDIAN GROSS RENTS

The median gross rent for occupied rental properties in Cherry Hill (\$1,204.00) is approximately \$225.00 higher than Camden County's median gross rent and only slightly higher than the median gross rent for the State of New Jersey. More than 67% of the Cherry Hill rents are over \$1,000.00 per month, and 29.5% are over \$1,500 .00 per month. In Camden County, more than 47% of renters pay more than \$1,000.00 per month; however, only 13% of Camden County renters pay more than \$1,500.00 per month. Conversely, Cherry Hill Township rents are very similar to the rents paid in the State as a whole (66.6% over \$1,000.00 per month and 25.9% of renters pay more than \$1,500.00 per month), as indicated in **Table 7: Gross Rents**.

<b>TABLE 7: GROSS RENTS</b>			
<b>GROSS RENT</b>	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
Occupied units paying rent	1,059,091	57,512	4,847
Less than \$200	1.50%	2.20%	1.90%
\$200 to \$299	3.10%	4.70%	2.20%

\$300 to \$499	3.90%	5.60%	6.50%
\$500 to \$749	7.00%	12.60%	4.20%
\$750 to \$999	17.90%	27.80%	18.00%
\$1,000 to \$1,499	40.70%	34.20%	37.60%
\$1,500 or more	25.90%	13.00%	29.50%
<b>MEDIAN RENT (dollars)</b>	<b>\$ 1,172.00</b>	<b>\$975.00</b>	<b>\$1,204.00</b>

DP04: SELECTED HOUSING CHARACTERISTICS (2009-2013 American Community Survey 5-Year Estimates)

B25064: MEDIAN GROSS RENT (DOLLARS) - Universe: Renter-occupied housing units paying cash rent (2009-2013 American Community Survey 5-Year Estimates)

## BEDROOM DISTRIBUTION

In Cherry Hill Township, 72.6% of the housing stock has three (3) or more bedrooms. The availability of homes with three (3) bedrooms or more is much lower for Camden County (63.4%) and the State of New Jersey (57.0%). Cherry Hill's housing stock also has a significant number of four (4) or more bedrooms (41.8 percent). This is, proportionally, almost twice as many as found in Camden County or the State of New Jersey, as indicated in **Table 8: Bedrooms**.

<b>TABLE 8: BEDROOMS</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL HOUSING UNITS</b>	3,563,130	205,279	27,971
No bedroom	3.10%	1.80%	2.00%
1 bedroom	14.20%	14.10%	9.20%
2 bedrooms	25.80%	20.60%	16.20%
3 bedrooms	32.60%	39.70%	30.80%
4 bedrooms	18.80%	19.80%	34.60%
5 or more bedrooms	5.60%	3.90%	7.20%

DP04: SELECTED HOUSING CHARACTERISTICS (2009-2013 American Community Survey 5-Year Estimates)

## BEDROOM DISTRIBUTION BY TENURE

The tenure of housing (ownership vs. rental) has a significant influence over the number of bedrooms found in occupied housing units. Owner-occupied units are much more likely to have a larger number of

bedrooms. In Cherry Hill, more than 87% of owner-occupied units have three (3) or more bedrooms. Camden County and the State of New Jersey, respectively, indicate that 84% and 76% of all owner-occupied units have three (3) or more bedrooms.

Unlike owner-occupied housing units, renter-occupied housing units in Cherry Hill Township, Camden County, and New Jersey, tend to have fewer bedrooms. More than 69% of the renter-occupied housing units within the Township are one (1) bedroom (34%) or two (2) bedroom (35%) units, which is equally comparable to the trends occurring on a County-wide and statewide level. In all three (3) geographies, less than a quarter of all rental units have three (3) bedrooms or more. This information is provided in **Table 9: Tenure By Bedrooms**.

<b>TABLE 9: TENURE BY BEDROOMS</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL OCCUPIED HOUSING UNITS</b>	3,186,418	187,941	26,309
<b>Owner-Occupied:</b>	<b>65.60%</b>	<b>68.30%</b>	<b>80.60%</b>
No bedroom	0.40%	0.20%	0.10%
1 bedroom	3.30%	1.60%	1.50%
2 bedrooms	19.70%	14.10%	11.10%
3 bedrooms	40.90%	49.90%	35.30%
4 bedrooms	27.70%	28.60%	42.90%
5 or more bedrooms	8.00%	5.60%	9.00%
<b>Renter-Occupied:</b>	<b>34.40%</b>	<b>31.70%</b>	<b>19.40%</b>
No bedroom	7.10%	7.10%	8.70%
1 bedroom	34.10%	34.10%	34.40%
2 bedrooms	35.60%	35.60%	35.30%
3 bedrooms	18.00%	18.00%	12.60%
4 bedrooms	3.90%	3.90%	7.40%
5 or more bedrooms	1.30%	1.30%	1.60%

B25042: TENURE BY BEDROOMS - Universe: Occupied housing units (2009-2013 American Community Survey 5-Year Estimates)

## YEAR STRUCTURE BUILT

The housing stock in Cherry Hill is of similar age to that found in Camden County and the State of New Jersey. Just over 50% of the housing units in all three (3) geographies were built before 1970, as indicated in **Table 10: Year Structure Built**. The age of housing is an important predictor of potential need for rehabilitation.

<b>TABLE 10: YEAR STRUCTURE BUILT</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL HOUSING UNITS</b>	3,563,130	205,279	27,971
Built 2010 or later	0.40%	0.30%	0.10%
Built 2000 to 2009	9.60%	6.50%	6.10%
Built 1990 to 1999	8.90%	6.90%	6.40%
Built 1980 to 1989	11.70%	11.40%	12.50%
Built 1970 to 1979	13.00%	17.10%	20.00%
Built 1960 to 1969	14.00%	14.50%	27.00%
Built 1950 to 1959	15.80%	16.10%	18.50%
Built 1940 to 1949	8.60%	9.50%	4.80%
Built 1939 or earlier	18.00%	17.80%	4.50%

*B25068: BEDROOMS BY GROSS RENT - Universe: Renter-occupied housing units (2009-2013 American Community Survey 5-Year Estimates)*

## HOUSE HEATING FUEL

In Cherry Hill, as in Camden County and the State, gas is the most frequent fuel source for heating. Electric heat is a distant second in Cherry Hill and Camden County. In the State, oil is the second most frequently used heating source and is virtually tied to electricity as a source of heating fuel, as indicated in **Table 11: House Heating Fuel**.

<b>TABLE 11: HOUSE HEATING FUEL</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL OCCUPIED HOUSING UNITS</b>	3,186,418	187,941	26,309
Utility gas	73.90%	77.50%	82.10%
Bottled, tank, or LP gas	2.00%	0.90%	0.70%
Electricity	11.30%	11.90%	11.80%
Fuel oil, kerosene, etc.	11.70%	8.70%	4.70%
Coal or coke	0.00%	0.10%	0.00%
Wood	0.40%	0.30%	0.10%
Solar energy	0.00%	0.00%	0.00%
Other fuel	0.30%	0.30%	0.40%
No fuel used	0.30%	0.30%	0.20%

DP04: SELECTED HOUSING CHARACTERISTICS (2009-2013 American Community Survey 5-Year Estimates)

## **PLUMBING & KITCHEN FACILITIES & OVERCROWDING**

The definition of substandard housing is a housing unit with one (1) or more serious code violations. For the purposes of this analysis, the lack of complete plumbing or complete kitchen facilities is utilized to determine the extent of substandard housing existing within Cherry Hill Township, as compared to Camden County and the State of New Jersey. According to the 2009-2013 ACS, there are no occupied residential units lacking complete plumbing facilities, whereas 1.3% of occupied residential units lack complete kitchen facilities. Telephone service was not used as a factor, although provided in **Table 12: Plumbing & Kitchen Facilities**. In Camden County, 3.3% of occupied residential units lack one or more of these features, which is comparable to the State of New Jersey, where 3.2% of occupied residential units lack one or more of these features.

<b>TABLE 12: PLUMBIING &amp; KITCHEN FACILITIES</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
Lacking complete plumbing facilities	0.40%	0.30%	0.00%
Lacking complete kitchen facilities	0.80%	0.80%	1.30%
No telephone service available	2.00%	2.20%	0.90%

DP04: SELECTED HOUSING CHARACTERISTICS (2009-2013 American Community Survey 5-Year Estimates)

Overcrowding is defined as a household having more than 1.01 persons per room. In Cherry Hill Township's owner-occupied units, 170 units (0.8% of all owner-occupied units) have more than 1 person per room. In renter-occupied units, 183 units (3.6 percent of all renter-occupied units) have more than 1 person per room. Camden County's statistics are comparable to the Township's numbers, where the State's statistics for overcrowding are slightly higher. This information is found in **Table 13: Tenure by Occupants per Room.**

<b>TABLE 13: TENURE BY OCCUPANTS PER ROOM</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL OCCUPIED HOUSING UNITS</b>	<b>3,186,418</b>	<b>187,941</b>	<b>26,309</b>
<b>Owner-Occupied:</b>	<b>2,091,065</b>	<b>128,420</b>	<b>21,199</b>
0.50 or less occupants per room	77.30%	53.20%	84.00%
0.51 to 1.00 occupants per room	21.50%	14.50%	15.30%
1.01 to 1.50 occupants per room	0.80%	0.50%	0.60%
1.51 to 2.00 occupants per room	0.20%	0.10%	0.10%
2.01 or more occupants per room	0.20%	0.00%	0.10%
<b>Renter-Occupied:</b>	<b>1,095,353</b>	<b>59,521</b>	<b>5,110</b>
0.50 or less occupants per room	53.50%	61.30%	63.40%
0.51 to 1.00 occupants per room	38.70%	34.00%	33.00%
1.01 to 1.50 occupants per room	4.20%	3.10%	2.30%
1.51 to 2.00 occupants per room	2.10%	1.10%	1.30%
2.01 or more occupants per room	1.60%	0.50%	0.00%

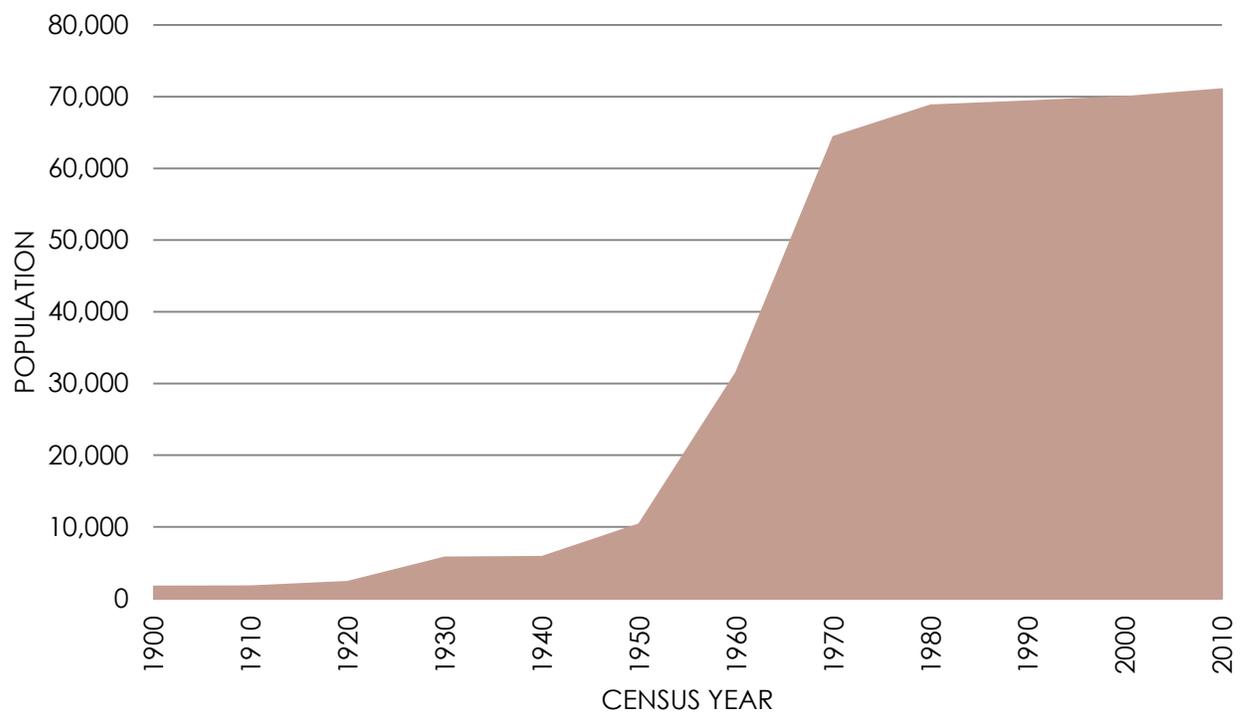
B25014: TENURE BY OCCUPANTS PER ROOM - Universe: Occupied housing units (2009-2013 American Community Survey 5-Year Estimates)

# DEMOGRAPHIC & SOCIOECONOMIC ANALYSIS

## TOTAL POPULATION

**Figure 1: Historic Population Growth** provides a historic (1900-2010) population trend analysis for Cherry Hill Township. The Township's largest growth rate was nearly three-fold and occurred between 1950 and 1960 - a National trend reflective of the post-World War II suburbanization of the United States. Additional and significant growth also occurred between 1960 and 1970. Since 1980, however, Cherry Hill's population growth has stabilized increasing by a modest 2,201 persons, or by 3.2 percent. As of 2013, the township was the state's 14th most-populous municipality and the second-largest in Camden County (behind Camden City, the county seat).

**FIGURE 1: HISTORIC POPULATION GROWTH**



Currently, Cherry Hill Township has a population of 71,094 people, an increase of 1,129 (1.6%) since the 2000 Census. The rate of growth is higher than Camden County's rate of growth, which experienced 0.9% since 2000, but lower than the State of New Jersey's growth rate, which experienced a 5% rate of growth for the same time period, as indicated in **Table 14: Total Population**.

<b>TABLE 14: TOTAL POPULATION</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
2013 Total Population	8,832,406	513,512	71,094
2010 Total Population	8,721,577	513,574	70,963
2000 Total Population	8,414,350	508,932	69,965
<b>NUMERICAL CHANGE 2000-2013</b>	418,056	4,580	1129
<b>PERCENT CHANGE 2000-2013</b>	5.00%	0.90%	1.60%

B01003: TOTAL POPULATION - Universe: Total population (2009-2013 & 2006-2010 American Community Survey 5-Year Estimates)

DP-1: Profile of General Demographic Characteristics: 2000 (Census 2000 Summary File 1 (SF 1) - 100 Percent Data)

## **AVERAGE HOUSEHOLD SIZE & TENURE**

The distribution of persons among all occupied housing units is an important index of general household sizes. Although the population has grown in all three (3) geographies, average household sizes have remained fairly stable and consistent. In Cherry Hill, the average household size has increased slightly. In Camden County, it has returned to a level slightly larger than that seen in 2000. Lastly, in New Jersey, the average household sizes have increased despite decreasing in the decades before the new century. **Table 15: Average Household Size, Table 16: Average Household Size By Tenure, Table 17: Tenure by Household Size, and Table 18: Number of Persons in Households By Type** further demonstrates this information.

The average household size in Cherry Hill Township, Camden County, and New Jersey varies with tenure. In all three (3) geographies, owner-occupied units have higher average household sizes than found

in renter-occupied units; however, the differences are lower in Cherry Hill compared to the County or the State averages.

<b>TABLE 15: AVERAGE HOUSEHOLD SIZE</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>2013</b>	2.71	2.69	2.66
<b>2010</b>	2.65	2.65	2.65
<b>2000</b>	2.68	2.68	2.61

*B25010: AVERAGE HOUSEHOLD SIZE OF OCCUPIED HOUSING UNITS BY TENURE - Universe: Occupied housing units (2009-2013 and 2006-2010 American Community Survey 5-Year Estimates)*

*H012 Average Household Size of Occupied Units Universe: Occupied Units (Census 2000 Summary File 1)*

<b>TABLE 16: AVERAGE HOUSEHOLD SIZE BY TENURE</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>OVERALL</b>	2.71	2.69	2.66
Owner-Occupied	2.82	2.84	2.79
Renter-Occupied	2.51	2.37	2.13

*B25010: AVERAGE HOUSEHOLD SIZE OF OCCUPIED HOUSING UNITS BY TENURE - Universe: Occupied housing units (2009-2013 American Community Survey 5-Year Estimates)*

For the purposes of this analysis, and as defined by the United State Census Bureau, there are two major categories of households, "family" and "nonfamily". A family is a group of two people or more (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family. A nonfamily household consists of a householder living alone (a one-person household) or where the householder shares the home exclusively with people to whom he/she is not related.

<b>TABLE 17: TENURE BY HOUSEHOLD SIZE</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL OCCUPIED HOUSING UNITS</b>	3,186,418	187,941	26,309
<b>Owner-Occupied:</b>	65.60%	68.30%	80.60%
1-person household	13.50%	14.20%	15.40%
2-person household	21.40%	22.20%	28.00%
3-person household	11.70%	12.60%	14.60%
4-person household	11.60%	11.60%	14.40%
5-person household	4.90%	5.30%	6.10%
6-person household	1.60%	1.60%	1.10%
7-or-more person household	0.90%	1.00%	0.80%
<b>Renter-Occupied:</b>	34.40%	31.70%	19.40%
1-person household	12.30%	13.30%	9.00%
2-person household	9.00%	7.90%	5.50%
3-person household	5.70%	4.90%	1.90%
4-person household	4.20%	3.00%	1.70%
5-person household	1.80%	1.50%	1.00%
6-person household	0.70%	0.70%	0.20%
7-or-more person household	0.60%	0.50%	0.10%

B25009: TENURE BY HOUSEHOLD SIZE - Universe: Occupied housing units (2009-2013 American Community Survey 5-Year Estimates)

A look at household sizes by tenure (owner-occupied and renter-occupied) or type of household (family and nonfamily) reveals that a majority of households (58.0%) are comprised of only 1 or 2 people. In Cherry Hill, 43.4% of all units that are owner-occupied units have only 1 or 2-persons, whereas 14.5% renter-occupied units comprise of households that are only 1 or 2-persons. Camden County and the State have similar patterns where more than half of all households, 57.6% and 56.2%, respectively, have only 1 or 2 persons.

<b>TABLE 18: NUMBER OF PERSONS IN HOUSEHOLDS BY TYPE</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL OCCUPIED HOUSING UNITS</b>	3,186,418	187,941	26,309
<b>Family Households:</b>	69.20%	67.50%	70.90%
1-person household	13.50%	14.20%	15.40%
2-person household	26.30%	25.60%	29.30%

3-person household	17.00%	17.00%	16.30%
4-person household	15.60%	14.50%	16.00%
5-person household	6.60%	6.70%	7.10%
6-person household	2.30%	2.20%	1.30%
7-or-more person household	1.40%	1.40%	0.90%
<b>Non-family Households:</b>	<b>30.80%</b>	<b>32.50%</b>	<b>29.10%</b>
1-person household	25.90%	27.50%	24.50%
2-person household	4.10%	4.50%	4.20%
3-person household	0.50%	0.40%	0.20%
4-person household	0.20%	0.10%	0.20%
5-person household	0.10%	0.10%	0.00%
6-person household	0.00%	0.00%	0.00%
7-or-more person household	0.00%	0.00%	0.00%

B11016: HOUSEHOLD TYPE BY HOUSEHOLD SIZE - Universe: Households (2009-2013 American Community Survey 5-Year Estimates)

By household type (family versus nonfamily) a similar pattern exists, where 58% of all households are only 1 or 2-persons. A 2-person family is the most common size in Cherry Hill Township (29.3%), where 28.5% of nonfamilies are 1-person or 2-person households. This pattern is relatively similar for County-wide and state-wide trends.

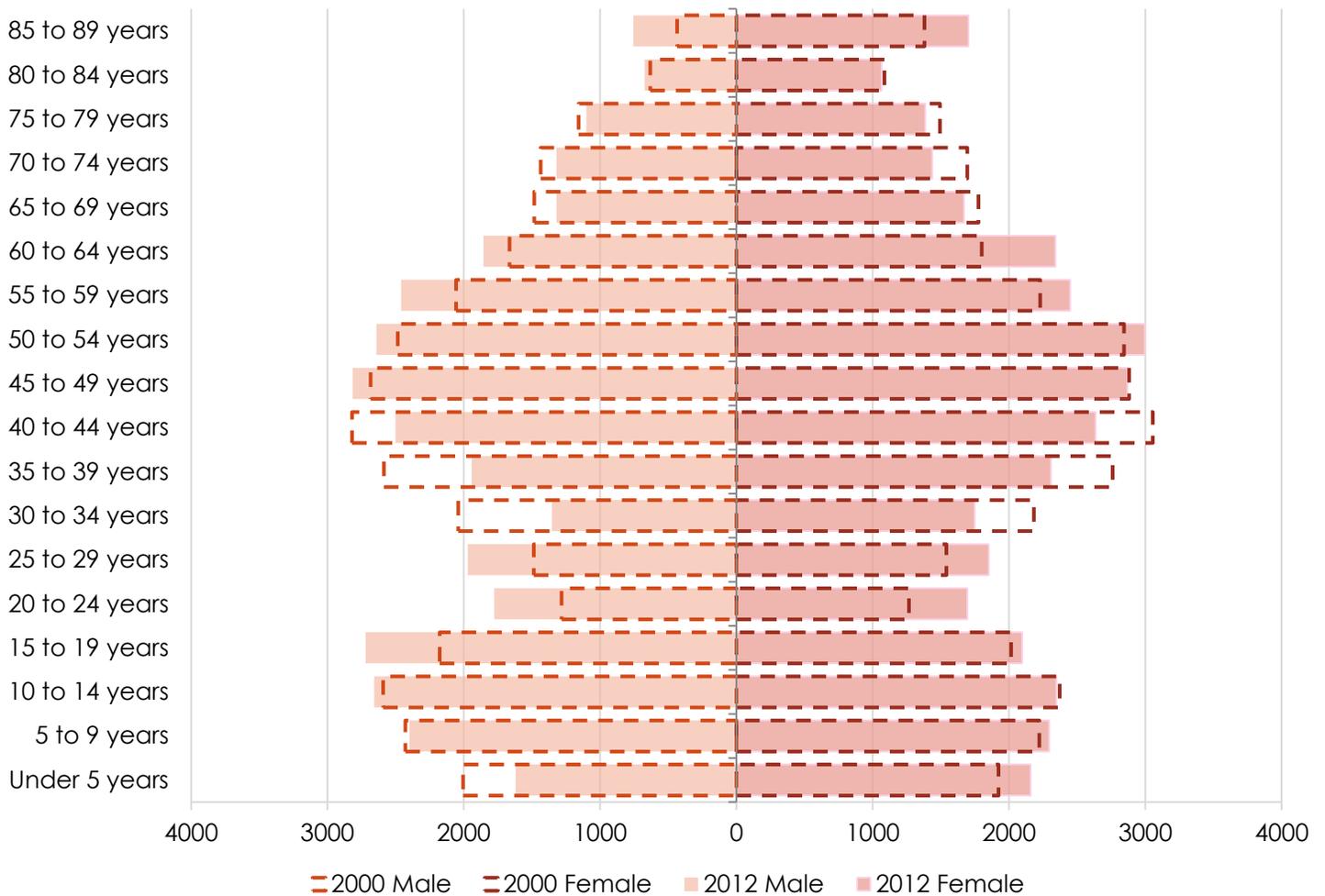
## AGE DISTRIBUTION

A key factor that can affect population growth and determine the type of services required is the distribution of the total population according to the age of residents, known as age group distribution. Different age groups have different housing and public service needs, and community and economic capabilities that should be specifically considered.

A comparative analysis of the age and gender distributions of the Township's total populations as enumerated by the 2000 and 2012 Census data are presented in the population pyramid in **Figure 2: Age Population Pyramid**. In light of recent trends, the post-World War II

“baby boomers” comprise the majority of the Townships’ male and female populations, which is illustrated by the pyramids’ large mid-section. As this segment of the population (ages 35 to 54) matures, the Township will begin to experience an increased need in specialized senior services, such as transportation, recreation and health care services, and retirement living and affordable housing opportunities.

**FIGURE 2: AGE POPULATION PYRAMID**



One measure of age is median age, which divides the age distribution into two equal parts: one-half of the population falls below and one-half is above the median age. Cherry Hill's population that is 65 or more years old is proportionally 36% to 29% higher than found in the

County or the State. Therefore, it is no surprise that the median age in Cherry Hill is higher (43.0 years) than in Camden County (38.0 years) and in New Jersey (39.1 years). See **Table 19: Age** below.

<b>TABLE 19: AGE</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL POPULATION</b>	8,832,406	513,512	71,094
Under 20 Years	25.70%	26.60%	25.00%
20 to 64 Years	60.30%	60.40%	57.00%
65 Years and Over	13.80%	13.10%	17.90%
<b>MEDIAN AGE</b>	<b>39.1</b>	<b>38.0</b>	<b>43.0</b>

S0101: AGE AND SEX (2009-2013 American Community Survey 5-Year Estimates)

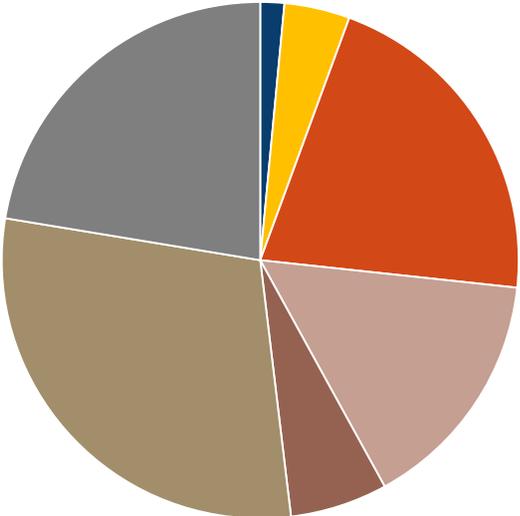
## **EDUCATIONAL ATTAINMENT**

Educational attainment is of primary importance to the general welfare and economic vitality of places and local economies. Skills and abilities required to compete in the labor market are acquired through the educational process. These skills, in turn, provide a degree of economic security for individuals, or collectively as households, and improve the overall economic and employment conditions for Cherry Hill Township, the County and the State. **Figure 3: Educational Attainment** illustrates the educational attainment levels of the Township, County and State population age 25 years and over.

Cherry Hill's population is well educated. More than 94 percent have at least a high school diploma and almost 52 percent of the population has a bachelor's degree or graduate or professional degree. Comparative percentages for Camden County are 87.1% and 29.1%, respectively. The comparative numbers for New Jersey are 88.1% and 35.8%.

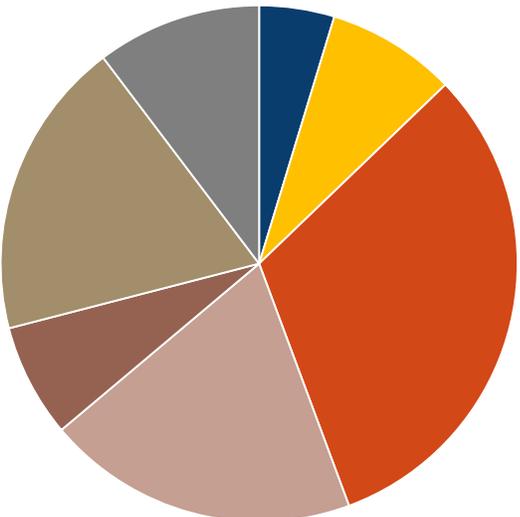
**FIGURE 3: EDUCATIONAL ATTAINMENT**

**CHERRY HILL  
TOWNSHIP**



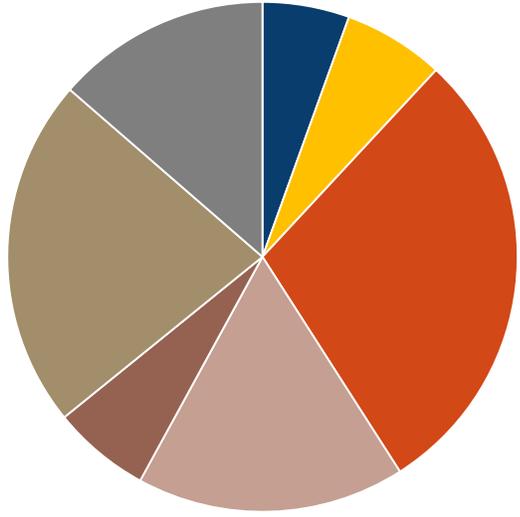
- LESS THAN 9TH GRADE
- 9TH TO 12TH GRADE, NO DIPLOMA
- HIGH SCHOOL GRADUATE (INCLUDES EQUIVALENCY)
- SOME COLLEGE, NO DEGREE
- ASSOCIATE'S DEGREE
- BACHELOR'S DEGREE
- GRADUATE OR PROFESSIONAL DEGREE

**CAMDEN  
COUNTY**



- LESS THAN 9TH GRADE
- 9TH TO 12TH GRADE, NO DIPLOMA
- HIGH SCHOOL GRADUATE (INCLUDES EQUIVALENCY)
- SOME COLLEGE, NO DEGREE
- ASSOCIATE'S DEGREE
- BACHELOR'S DEGREE
- GRADUATE OR PROFESSIONAL DEGREE

**STATE OF  
NEW JERSEY**



- LESS THAN 9TH GRADE
- 9TH TO 12TH GRADE, NO DIPLOMA
- HIGH SCHOOL GRADUATE (INCLUDES EQUIVALENCY)
- SOME COLLEGE, NO DEGREE
- ASSOCIATE'S DEGREE
- BACHELOR'S DEGREE
- GRADUATE OR PROFESSIONAL DEGREE

## HOUSEHOLD INCOME

A higher percentage of Cherry Hill households (58.5%) have incomes of \$75,000.00 or greater compared to the populations living throughout Camden County (41.7%) and the State of New Jersey (48.1%). Conversely, a smaller percentage of Cherry Hill households (18.1%) have incomes below \$35,000.00 compared to the populations living throughout Camden County (29.9%) and New Jersey (25.2%).

The median income in Cherry Hill is \$88,410.00, which is 30% higher than Camden County (\$61,683.00) and almost 20% higher than the median for all New Jersey households (\$71,629.00), which is indicated below in

**Table 20: Household Income.**

<b>TABLE 20: HOUSEHOLD INCOME</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL OCCUPIED HOUSING UNITS</b>	3,186,418	187,941	26,309
Less than \$35,000	25.20%	29.90%	18.10%
Less than \$75,000	51.90%	58.30%	41.50%
More than \$75,000	48.10%	41.70%	58.50%
<b>MEDIAN INCOME (dollars)</b>	<b>\$ 71,629.00</b>	<b>\$61,683.00</b>	<b>\$88,410.00</b>

*B19001 and S1903: HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2013 INFLATION-ADJUSTED DOLLARS) - Universe: Households (2009-2013 American Community Survey 5-Year Estimates)*

## EMPLOYMENT & INDUSTRY

At least 67% of Cherry Hill's population 16 years and older is in the labor force. This is similar to Camden County's labor force participation rate of 67.5% and slightly above the State of New Jersey's participation rate of 66.6%. Cherry Hill's 2013 unemployment rate is 4 percentage points lower than Camden County's and 2 percentage points lower than found in the State. Additional information on the employment rates of the Township, County and State can be found in **Table 21: Employment Status.**

<b>TABLE 21: EMPLOYMENT STATUS</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>POPULATION 16 &amp; OVER</b>	7,028,795	403,893	56,985
In Labor Force	66.60%	67.60%	67.80%
Civilian Labor Force	66.40%	67.50%	67.70%
Employed	59.70%	59.40%	62.20%
Unemployed	6.70%	8.10%	5.50%
Armed Forces	0.10%	0.10%	0.10%
Not in Labor Force	33.40%	32.40%	32.20%
<b>CHERRY HILL TOWNSHIP</b>			
Civilian Labor Force	4,669,577	272,652	38,564
Percent Unemployed	10.10%	12.00%	8.10%

DP03: SELECTED ECONOMIC CHARACTERISTICS (2009-2013 American Community Survey 5-Year Estimates)

The three (3) most frequent industries employing Cherry Hill residents are: educational services, health care, and social assistance (29.2%); professional, scientific, and management, and administrative and waste management services (14.2%); and, retail trade (12.3%). In Camden County and the State of New Jersey, educational services, health care, and social assistance are also the most frequent industry category at 26.8% and 23.4%, respectively; however, the second most frequent industry in the County is retail trade (12.3%), which is third for the State (11.2%). Professional, scientific, and management, and administrative and waste management services industries are the second most frequent category for State residents (12.6%) and third for Camden County (11.4%). This information is provided in **Table 22: Industry**.

<b>TABLE 22: INDUSTRY</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
Civilian employed population 16 years and over	4,197,483	239,855	35,432
Agriculture, forestry, fishing and hunting, and mining	0.40%	0.30%	0.20%
Construction	5.60%	5.30%	3.70%
Manufacturing	8.80%	7.90%	7.40%
Wholesale trade	3.50%	3.30%	3.30%

Retail trade	11.20%	12.30%	12.30%
Transportation and warehousing, and utilities	5.60%	5.40%	2.80%
Information	2.90%	2.20%	2.80%
Professional, scientific, and management, administrative, waste management services	12.60%	11.40%	14.20%
Educational services, and health care and social assistance	23.40%	26.80%	29.20%
Arts, entertainment, and recreation, and accommodation and food services	8.20%	8.30%	7.10%
Other services, except public administration	4.50%	4.40%	3.70%
Public administration	4.50%	4.80%	3.80%

S2405: INDUSTRY BY OCCUPATION FOR THE CIVILIAN EMPLOYED POPULATION 16 YEARS AND OVER (2009-2013 American Community Survey 5-Year Estimates)

## TRAVEL TIME

The travel time to work for a large percentage of Cherry Hill's population (61.0%) is relatively short at less than 30 minutes, as highlighted in **Table 23: Travel Time**. Another 29.6 percent have a commute of 30 to 59 minutes, and 9.3 percent travel 60 minutes or more. The data show that the commuting times of Cherry Hill workers are similar to that of other workers in Camden County but less than that experienced by workers who live in other areas of New Jersey.

<b>TABLE 23: TRAVEL TIME</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
Civilian employed population 16 years and over	4,197,483	239,855	35,432
Less than 30 minutes	55.00%	58.20%	61.00%
30 to 59 Minutes	30.50%	31.90%	29.60%
60 minutes or more	14.40%	10.00%	9.30%

B08303: TRAVEL TIME TO WORK - Universe: Workers 16 years and over who did not work at home (2009-2013 American Community Survey 5-Year Estimates)

# PROJECTIONS FOR POPULATION & EMPLOYMENT

## 2040 POPULATION FORECASTS

The Delaware Valley Regional Planning Commission (DVRPC), the area's federally recognized metropolitan planning organization (MPO), provides forecasts of both population and employment for a nine-county region, including counties in Pennsylvania and New Jersey. The current forecasts are for 2015 to 2040 in five-year intervals. The forecasts are at the county level and for each municipality. DVRPC's board adopted the population forecasts in January 2012 and they were published in April 2012. Thereafter, the DVRPC Board approved revised projections in February 2013 to include previously unforeseen residential projects.

Highlights of the projections are as follows:

- The DVRPC region is forecast to gain over 630,000 residents between 2010 and 2040 (an 11% increase), with much of this growth concentrated in the suburbs.
- For the first time since 1950, the City of Philadelphia gained residents over the last decade. This trend is forecast to continue, with the City's population expected to increase by almost seven percent by 2040. The share of the region's population living in the City, however, is expected to decline slightly, from 27% in 2010 to 26% by 2040.
- The region's five southeastern Pennsylvania counties are forecast to experience an 11.5% increase in population, while the population of the four New Jersey counties is expected to increase by 10.7%.

- The largest percent increases are forecast in Gloucester County in New Jersey and Chester County in Pennsylvania, both of which are expected to increase by approximately 30%.
- Camden County is expected to grow 2.9% (14,646 people) by 2040 to a population of 528,303. Cherry Hill's population is forecast to grow by 281 people (0.4%) to a total of 71,326 by 2040.

## **2040 EMPLOYMENT FORECASTS**

Following the adoption of the population forecasts, the DVRPC prepared comparable 2040 employment forecasts, which were adopted by its Board in September 2012.

Employment forecast highlights include:

- The DVRPC region is forecast to gain over 318,000 jobs between 2010 and 2040 (an increase of almost 11%), with much of this growth concentrated in the suburbs.
- The region's five southeastern Pennsylvania counties are forecast to experience an 11.3% increase in employment, while employment in the four New Jersey counties is expected to increase by 9.6%.
- The largest percentage increases are forecast in Gloucester County in New Jersey and Chester County in Pennsylvania, where employment is forecast to increase by over 26%.
- The largest absolute increase in employment is forecast for Chester County, expected to gain over 76,000 employees. Other counties forecast to see a significant number of additional employees include Montgomery County (expected to gain over 63,000 employees) and Philadelphia (with a forecasted increase of almost 49,000 jobs).
- Camden County is expected to experience a 4.1% increase in employment by 2040. Cherry Hill is expected to have an employment increase of 0.4% by 2040.

Camden County is expected to have an absolute employment increase of 10,718 by 2040, leading to a total of 274,124 jobs. Cherry Hill's increase is projected to be 250 in the next 2 1/2 decades.

# UNITS AFFORDABLE TO LOW- & MODERATE-INCOME HOUSEHOLDS

## HOUSING AFFORDABILITY

Housing affordability is a function of family or household income and the sales price of owner-occupied units or gross rents on renter-occupied units. Low-income households are defined as those households earning less than or equal to 50% of a regional median income. Moderate-income households earn more than 50% but less than 80% of the regional median income. Conversely, Very Low-income households are defined as those households earning less than 30% of a regional median income.

The New Jersey Council on Affordable Housing (COAH) has developed a sliding scale defining the eligible incomes for low- and moderate-income (LMI) households of different sizes. For example, the median income of a household of one (1) is less than for a household of two (2) persons. COAH has determined separate median incomes for households of one (1) up to households of eight (8).

Housing units, whether for sale or for rent, must be priced to be affordable to households who could reasonably be expected to live within them. For example, COAH's rules require that an efficiency unit be affordable to a household of one (1). The average one (1) bedroom unit must be affordable to a hypothetical one and a half person (1.5) household. Similarly, the average two and three bedroom units must be affordable to households of 3.0 and 4.5 persons, respectively. **Appendix A: 2014 COAH Regional Income Limits** displays COAH's 2014 income limits by household size. (Cherry Hill

Township is in Region 5). The income of a 1.5-person and 4.5-person household must be determined by interpolation using those Regional Income Limits.

The 2014 Regional Income Limits indicates that 80% of median income in Camden County (Region 5) for a family of 4.5 persons is \$65,200.00 and 50% of median is \$40,750.00. To meet the definition of "affordable" housing, COAH regulations require that a home owner pay no more than 28% of the household's gross income on principal, interest, taxes, insurance (PITI), and condominium/homeowner fees, subsequent to a 5% down payment.

A rental unit is considered affordable by COAH's rules, if the household pays no more than 30% of its income on rent and utilities.

Calculating which for-sale units are affordable to LMI households and families requires information on both the prospective buyers and the housing unit, including details on: taxes, insurance, and condominium or HOA fees. But a broad-brush review reveals some level of affordability in Cherry Hill.

More than one-third of owner-occupied housing units in Cherry Hill have three (3) bedroom units (35.3%), and these units would be large enough for a family of 4.5 persons, which is noted above in **Table 9:**

#### **Tenure By Bedrooms.**

While the value of owner-occupied housing units by the number of bedrooms is not known, the ACS data do indicate ranges of value and median values. Using three times annual income, a moderate-income family or household purchasing a home with an income of \$65,200.00 could afford a property of \$195,600.00 and a low-income family with an income of \$40,750.00 could afford a property valued at \$122,250.00.

The ACS indicates that 18.9% of the owner-occupied units in Cherry Hill are valued below \$199,999.00. Low-income homebuyers would have fewer choices from the current stock in Cherry Hill, as only 5.1% of the housing stock is valued under \$125,000.00, as indicated above in **Table 6: Value for Specified Owner-Occupied Housing Units.**

As it relates to rental units, it is assumed that an efficiency unit should be affordable to a one-person household. A one-bedroom unit should be affordable to a 1.5 person household. A two-bedroom unit should be affordable to a three-person household; and a three-bedroom unit should be affordable to a 4.5 person household. Given these standards, for moderate-income households, rent plus utilities on efficiencies, one, two and three bedroom units could not exceed \$1,141.00, \$1,223.00, \$1,467.00, and \$1,695.00, respectively, based on COAH's 2014 Regional Income Limits for Region 5.

A low-income renter household would need a rent and utility figure not to exceed: \$713.00 for an efficiency, \$764.00 for a 1-bedroom unit, \$917.00 for a 2-bedroom unit, and \$1,060.00 for a 3-bedroom unit.

For purposes of calculating rental affordability, Cherry Hill assumes that utilities (heat, hot water, cooking, electricity, water and sewer, and a unit with a refrigerator) in 2014 dollars are: \$160.00 per month for an efficiency; \$190.00 for a one (1) bedroom unit; \$233.00 for a two (2) bedroom unit; and \$273.00 for a three (3) bedroom unit, as provided by the United States Department of Housing & Urban Development (HUD) Utility Allowances (Form HUD-52667). Thus, an affordable rent for a moderate-income household, by COAH standards, may be estimated to be: \$981.00 for an efficiency unit; \$1,033.00 for a one (1) bedroom unit; \$1,235.00 for a two (2) bedroom unit; and \$1,422.00 for a three (3) bedroom unit. For low-income families, an affordable rent would be: \$553.00, \$574.00, \$685.00, and \$787.00, respectively.

By applying these standards to the array of rents displayed below, it appears that there may be some rental units in Cherry Hill affordable to moderate-income households, and very few affordable to low-income households.

It must be noted, however, that the ACS's intervals of gross rent by number of bedrooms do not distinguish intervals when rents exceed \$1,000.00. In 2014, almost all of the two- and three-bedroom units rented for \$1,000.00 or more. Without having smaller rent intervals, it is not possible to tell how many units are still within an affordable range for moderate-income households. Even at lower rent intervals, it is difficult to discern how many units may be affordable in the \$750.00 to \$999.00 grouping. This information is indicated in **Table 24: Bedrooms by Gross Rent**.

<b>TABLE 24: BEDROOMS BY GROSS RENT</b>			
	<b>NEW JERSEY</b>	<b>CAMDEN COUNTY</b>	<b>CHERRY HILL TOWNSHIP</b>
<b>TOTAL RENTAL UNITS</b>	1,095,353	59,521	5,110
No Bedroom:	77,813	2,823	445
With cash rent:	76,795	2,714	410
Less than \$200	2,147	152	46
\$200 to \$299	5,822	435	49
\$300 to \$499	4,783	249	43
\$500 to \$749	12,704	615	44
\$750 to \$999	19,752	701	144
\$1,000 or more	31,587	562	84
No cash rent	1,018	109	35
1 Bedroom:	373,251	23,170	1,757
With cash rent:	368,507	22,975	1,757
Less than \$200	8,005	706	47
\$200 to \$299	20,784	1,614	32
\$300 to \$499	21,512	1,437	236
\$500 to \$749	33,884	3,936	66
\$750 to \$999	99,878	9,681	431
\$1,000 or more	184,444	5,601	945
No cash rent	4,744	195	0

2 Bedroom:	389,899	19,437	1,805
With cash rent:	378,447	18,900	1,762
Less than \$200	4,387	302	0
\$200 to \$299	5,013	514	25
\$300 to \$499	9,298	952	38
\$500 to \$749	18,506	1,644	16
\$750 to \$999	52,505	4,018	250
\$1,000 or more	288,738	11,470	1,433
No cash rent	11,452	537	43
3 or More Bedrooms:	254,390	14,091	1,103
With cash rent:	235,342	12,923	918
Less than \$200	1,600	84	0
\$200 to \$299	1,735	116	0
\$300 to \$499	5,375	578	0
\$500 to \$749	8,958	1,049	78
\$750 to \$999	17,084	1,592	49
\$1,000 or more	200,590	9,504	791
No cash rent	19,048	1,168	185

B25068: BEDROOMS BY GROSS RENT - Universe: Renter-occupied housing units (2009-2013 American Community Survey 5-Year Estimates)

# CONSIDERATION OF LANDS FOR DEVELOPMENT

As noted in the Introduction of this Housing Element & Fair Share Plan, the Township must provide for an analysis for the consideration of the lands that are most appropriate for construction of low- and moderate income-housing and of the existing structures most appropriate for conversion to, or rehabilitation for, low- and moderate-income housing, including a consideration of lands of developers who have expressed a commitment to provide low and moderate income housing. As such, the following provides for those site offered as part of the Township's Housing Element & Fair Share Plan.

## **KAISERMAN COMPANY, INC.**

In 2014, the Kaiserman Company, Inc., management entity of Hortense Associates, LP, and owner of Barclay Farms Shopping Center, requested that the Special Court Master (Phil Caton, PP, FAICP of Clarke Caton Hintz) consider the Barclay Farms Shopping Center as part of an Affordable Housing Overlay, in response to the Scarce Resource Restraint Order ("Order") that had been imposed, at the time, on vacant lands greater than two (2) acres. Additionally, in their request, the owner of Barclay Farms Shopping Center had also requested that the center be released from the Court's injunction preventing development and procurement of land development entitlements, as set forth in that Order.

Since such time, all lands in the Township have been released from that Order, as part of the Township's 1<sup>st</sup> and 2<sup>nd</sup> round Judgment of Compliance (JOC), as found in **Appendix B: Judgment of Compliance**. Subsequently, the Township has been working with the owner of the Barclay Farms Shopping Center to increase its viability as

a retail center. The Township has held discussions and concept workshops with the owner to brainstorm ideas that will increase the efficiency of the center's parking layout and provide enhanced internal and off-site circulation, integrate new green spaces, modernize of the center's signage for greater visibility, and add new and modernized retail space in order to attract larger anchor tenants.

While the owners of the Barclay Farms Shopping Center has reserved its right to intervene in any potential future litigation, the Township does not believe the shopping center is suitable for housing and that its viability as a retail center can be enhanced through the aforementioned improvements. Furthermore, the Township, as indicated in its response to the Affordable Housing Obligation and Realistic Development Potential (RDP), has outlined a plan that surpasses the RDP and provides for compliance mechanisms and overlay zoning techniques on lands more suitable for housing. To that end, Barclay Farms Shopping Center is not needed to satisfy these obligations nor is it found suitable for residential uses, a position that has been reverberated through the removal of similar sites from the Housing Element & Fair Share Plan (e.g. – KIMCO-Brace Road, KIMCO-Route 70, Woodcrest Shopping Center).

# FAIR SHARE PLAN

## **DETERMINATION OF THE HOUSING OBLIGATION**

The Supreme Court's decisions are clear that each municipality must address its present and prospective need and has directed the lower courts to determine each using the methodology COAH utilized in its first and second round rule making process. Present need is an estimate of substandard housing occupied by low- and moderate-income households. Substandard housing is estimated using census data. During COAH's first round rule making process, COAH was able to use six (6) surrogates of housing conditions, which were made available as part of the Census dataset. However, the Census now publishes less information about housing conditions.

In its 2014 rule making, COAH utilized (a) overcrowding in housing built before 1960, (b) housing lacking complete plumbing facilities, and (c) housing lacking complete kitchen facilities. An overcrowded unit is a unit with more than one (1) person per room. A housing unit is considered substandard if any one of these conditions is present within the housing unit. COAH eliminated the possibility that any unit would be counted more than once based on the presence of more than one substandard condition in any one housing unit. It then multiplied the percentage of housing units occupied by low- and moderate-income households by County to estimate the number of substandard units occupied by low- and moderate-income households.

For some reason (not explained by COAH's rule making), COAH then projected the observed substandard units from the data published in the 2010 census forward to 2014 to project a present need for each municipality. COAH's present need estimate for Cherry Hill Township is 372 units.

In the past, COAH had viewed its estimate of present need as a “snap shot in time” (the date of the census). Any rehabilitation activity completed after the Census (meeting COAH’s criteria for a rehabilitated unit) was then eligible for a credit. However, by forecasting its present need estimates as 2014 estimates, rather than 2010 estimates, COAH may have made rehabilitation activity between 2010 and 2014 ineligible for credit.

Fair Share Housing Center (FSHC) has followed COAH’s criteria for estimating present need; but has not projected the results of the 2010 data forward to 2014. The result is a 2010 present need of 367 units. Therefore, any rehabilitation activity that was completed subsequent to the 2010 census, is eligible for a credit. **Table 25: Housing Rehabilitation Since 2010** provides for those units rehabilitated since 2010, where perpetual liens (deferred loans) exist and where paybacks have not been recaptured.

<b>TABLE 25: HOUSING REHABILITATION SINCE 2010</b>							
<b>FILE NO.</b>	<b>ADDRESS</b>	<b>UNIT/ APT #</b>	<b>BLOCK</b>	<b>BLOCK SUFFIX</b>	<b>LOT</b>	<b>EXPENDED</b>	<b>DATE OF AFFORDABILITY CONTROLS</b>
356	Bancroft Road	523	338	11	24	\$32,500.00	4/16/2010
358	Highland Avenue	530	128	01	46	\$23,109.18	4/16/2010
34-D-002	Brookdale Drive	8	336	04	3	\$15,850.00	12/15/2013
34-D-003	Brace Road	107	342	04	17	\$24,850.00	12/15/2013
34-D-005	White Birch Court	110	529	01	44	\$20,312.50	12/15/2013
34-D-010	Heartwood Drive	530	528	32	11	\$25,600.00	10/17/2013
34-D-011	Main Street	541	112	01	8	\$ 8,630.00	2/7/2014
34-D-014	Cooper Landing Road	723	292	02	2	\$15,260.00	12/20/2013
34-D-029	Chestnut Street	111/ Unit 506	288	05	1	\$ 3,850.00	5/8/2014
34-D-039	Maine Avenue	241	340	05	17	\$23,632.00	5/30/2014
34-D-043	Ashland Avenue	203	578	01	1	\$13,530.00	5/30/2014

34-D-046	Chanticleer	1210	520	04	1	\$15,860.00	9/3/2014
34-D-046	Darby Lane	23	286	06	12	\$22,730.00	7/10/2014
34-D-065	Princeton Avenue	421	185	01	14	\$23,995.00	9/13/2014
34-D-066	Cobblestone Lane	111	520	03	5	\$19,285.00	3/19/2015
34-D-068	Church Road	501	224	07	2	\$24,263.00	4/25/2015
34-D-080	Donahue Avenue	9	4	01	13	\$25,263.00	11/21/2014
34-D-084	Bel Arbor Drive	304	339	21	3	\$23,395.00	11/25/2014
34-D-086	Helena Avenue	609	118	01	17	\$20,500.00	4/9/2015
34-D-090	N. Monroe Avenue	135	335	01	2	\$25,000.00	11/7/2015
34-D-093	Main Street	568	111	01	17	\$24,600.00	8/20/2015
34-D-094	Connecticut Avenue	12	346	01	14	\$18,325.00	6/4/2015
34-D-098	Main Street	541	112	01	8	\$20,125.00	12/18/2014
34-D-053	Kingston Drive	1017	341	05	12	\$23,279.50	7/23/2015
34-D-100	Miller Avenue	107	109	01	24	\$27,833.00	4/27/2015
34-D-105	Perot Avenue	10	578	01	49	\$20,609.00	9/2/2015

The Supreme Court has also made it clear that each municipality is responsible for its 1987-1999 or "second round" housing obligation. Cherry Hill and FSHC have entered into an agreement establishing the Township's second round housing obligation at 1,829 units. The Superior Court has incorporated that agreement into the Township's Judgment of Compliance (JOC).

The Supreme Court has ordered the lower courts to establish "third round" housing obligations using the prior round methodology. FSHC has developed a methodology that it claims closely mirrors COAH's second round methodology. FSHC has calculated a 1999-2025 prospective need of 1,673 low- and moderate-income units for Cherry Hill, which may be reduced to 1,000 units based on language in New Jersey's Fair Housing Act that permits a 1,000 unit cap on municipal fair share.

Pursuant to the Settlement Agreement reached between Cherry Hill and FSHC, Cherry Hill has acknowledged that its preliminary obligation

exceeds 1,000 units for the period of 1999-2025, and is subject to the 1,000 unit cap. Cherry Hill reserves its right to amend this Housing Element & Fair Share Plan if there is a change in regulation, statute or final unappealable judicial determination resulting in the Township having a Third Round obligation of less than 1,000 units.

Subject to this limitation, the Cumulative Round Obligation for Cherry Hill is 2,829 units with a Rehabilitation Obligation of 367 units. By accepting an obligation of 2,829, Cherry Hill does not in any way endorse or accept the methodology used by FSHC in determining Cherry Hill's or the regions prospective need, and reserves its rights under the Settlement Agreement as stated above. Given the applicability of the 1,000 cap, such a determination is not relevant to Cherry Hill's compliance.

## **LAND AS A SCARCE RESOURCE**

New Jersey's need for affordable housing is great. The amount of land available to address it is finite. Thus, when the Legislature adopted the Fair Housing Act of 1985, it directed COAH to adjust municipal obligations based on the lack of vacant land. COAH responded by adopting a process for calculating the municipal capacity to absorb affordable housing at N.J.A.C. 5:93-4.2.

Thus, COAH has developed a process that recognizes the limits of available land in the community. The process also recognizes that redevelopment takes place and, as redevelopment occurs, municipalities are expected to develop plans to capture a contribution toward addressing the remaining housing obligation.

The first part of the process involves determining the number of low and moderate income housing units that can realistically be expected to be constructed on vacant and underutilized land within the municipality. This calculation is called the Realistic Development Potential (RDP).

COAH's calculation of RDP requires the Township to provide an inventory of vacant and underutilized land. The inventory must include all privately and municipally owned vacant land. It must include land that has been developed at low intensities, such as: a driving range; a farm in Planning Areas 1 and 2; a nursery; a golf course not owned by its members; and non-conforming uses.

The inventory of vacant and underutilized sites is a starting point for determining the capacity of the municipality to absorb COAH's projections of residential and non-residential growth. However, sites or portions of sites can be eliminated for a variety of reasons:

1. Municipal lands can be eliminated if the Township has adopted a resolution dedicating the property for another public purpose;
2. Agricultural lands can be eliminated if the development rights have been purchased or restricted by covenant;
3. Sites or portions of sites can be eliminated if they cannot be developed pursuant to the State's environmental regulations, including, but not limited to: wetlands, flood plain and Category 1 Waters;
4. Sites or portions of sites impacted by slopes in excess of 15% may be eliminated provided the municipality has adopted a steep slope ordinance that regulates inclusionary developments and non-inclusionary developments in the same manner;
5. Land surrounding historical and architecturally important sites can be eliminated from a vacant land inventory pursuant to a recommendation from the New Jersey Preservation Office;
6. COAH has adopted minimum standards for active and passive recreation area. Those municipalities that have not reserved land equal to the COAH adopted standard may eliminate sites from the vacant land inventory for active and passive recreation provided the purchase of such land is recommended in the municipal master plan. A municipality must purchase the recreational land within one (1) year of COAH's substantive certification or the proposed recreational land must be reconsidered for affordable housing.

Once a site, or a portion of a site, has been determined to be suitable for inclusion in the RDP, it is necessary to determine an appropriate density for the site. The density assigned to the site must be consistent with sound planning principles after considering factors such as, but not limited to, the existing infrastructure, the accessibility of the site and the character of the surrounding area. COAH's rules require a municipality to balance the need for low- and moderate-income housing with the character of a given area (N.J.A.C. 5:93-4.2(f)). The

rules establish a minimum density of six (6) units per acre for purposes of establishing the RDP.

The density is then multiplied by the acreage of the site, or that portion of the site that has been determined suitable for low- and moderate-income housing. This product is the total development capacity of the site. For example, a 10-acre site might be suitable for residential development at 12 units per acre. Multiplying 12 units per acre by 10 acres yields a site capacity of 120 units.

COAH's rules require that 20% of the site's capacity be reserved for low- and moderate-income households. This reservation is termed a set-aside. With a 20% set-aside, the hypothetical site used in the example would yield 24 low- and moderate-income units. The sum of each site's capacity analysis equals the RDP.

The RDP is an important planning number for a municipality seeking a "vacant land adjustment." COAH's rules allow each municipality to restrict a percentage of low- and moderate-income units to senior citizens. They also require municipalities to create opportunities for rental housing. The senior citizen option and the rental housing requirement are a function, in large part, of the RDP.

Each municipality must develop a plan to address its RDP. However, the municipal obligation is not reduced by the RDP.

In addition to developing a plan to address its RDP, the Township must adopt a plan to capture a contribution for affordable housing as development or redevelopment occurs (otherwise known as a plan for the "Unmet Need"). By way of example, the rules (N.J.A.C. 5:93-4.2(h)) discuss specific types of areas that might result in affordable housing if appropriate zoning were in place:

*Examples of such areas include, but are not limited to*

*(emphasis provided): a private club owned by its members; publicly owned land; downtown mixed use areas; high density residential areas surrounding the downtown; areas with a large aging housing stock appropriate for accessory apartments; and properties that may be subdivided and support additional development.*

In 1993, the Court established land to be a scarce resource in Cherry Hill. It established the Township's RDP to be 706 units. However, Cherry Hill has addressed its original realistic development potential and approved additional affordable housing as opportunities have developed in the Township.

N.J.A.C. 5:93-4.1(d) includes the following language:

*If additional low and moderate income housing opportunities develop pursuant to N.J.A.C. 5:93-4.2(h) (describing the municipal response in addition to the realistic development potential), the municipality may seek a plan amendment, pursuant to N.J.A.C. 5:91-13 to age restrict or transfer more units, based on a demonstrated increased realistic development potential.*

## VACANT LAND PRINCIPLES AS APPLIED TO CHERRY HILL

Pursuant to COAH's rules (N.J.A.C. 5:93-4.1(d)), Cherry Hill and FSHC have negotiated **Exhibit A: Prior Round Prospective Need Compliance Chart** that summarizes the Township's response to its second round housing obligation. Exhibit A shows that the Township's RDP has increased over the years as housing opportunities have emerged. The agreement also provides for the Township's rental obligation to increase as a function of the RDP. The increased rental obligation allows the Township to receive an additional bonus for rental units. It establishes a second round RDP of 1,465 units and the table demonstrates how the Township has created a realistic opportunity for enough units to exceed Cherry Hill's RDP, as noted in the FSHC Settlement Agreement in **Appendix C: FSHC Settlement Agreement**). The agreement with FSHC has been incorporated into the Township's JOC.

**Exhibit A** displays that the Township qualified for 187 credits for housing constructed between 1980 and 1986 (noted as Prior Cycle Credits) and another 1,174 units of credit for housing units approved, constructed and proposed since 1986. Therefore, the table recognizes that the Township has created a realistic opportunity for 1,665 units of credit (including 378 rental bonuses) toward a total housing obligation of 1,829. **Exhibit A** recognizes that the Township addressed its unmet need through a series of overlay zones that were identified in the Township's 2011 and 2014 Housing Element & Fair Share Plans. These overlay zones included KIMCO-Brace Road, KIMCO-Route 70, Woodcrest Shopping Center, the Garden State Pavilions (Golden Triangle) and the PATCO Speedline Woodcrest Station Park & Ride. The Township has removed KIMCO-Brace Road, KIMCO-Route 70, Woodcrest Shopping Centers. However, the Township continues to utilize the Golden Triangle and PATCO Speedline Woodcrest Station Park & Ride as overlay sites in order to address the unmet need.

# PRIOR ROUND PROSPECTIVE NEED COMPLIANCE CHART

Development	For Sale	Rental	Special Needs/Supportive	Very Low	Senior	Units	Bonus Credits	Bonus Type	Total Credits
Credits Without Controls <sup>1</sup>	31	-	-	-	-	31			31
Alternate Living <sup>1</sup>	-	4	4	-	-	4			4
Village at St. Mary's <sup>1, 2</sup>	-	-	-	-	150	150			150
Jewish Federation (Saltzman)	-	104	-	-	104	104			104
Gesher House (Dubin)	-	75	-	-	75	75			75
Sergi Farms	-	120	-	-	-	120	120	FR	240
Sergi Commons (aka MSAA Commons)	-	26	26	26	-	26	26	SN/S	52
Brunetti	-	36	-	-	-	36	36	FR	72
Legnola	2	-	-	-	-	2			2
ARHAT	-	38	-	-	-	38	38	FR	76
Scattered Site Sales	70	-	-	-	-	70			70
Alternative Living	-	-	56	56	-	56	56	SN/S	112
Dwell At Cherry Hill	-	35	-	-	-	35	35	FR	70
Garden State Park - Constructed	10	12	-	-	-	22	12	FR	34
Garden State Park - Planned/Approved	83	44	-	-	107	234			234
Centura	32	-	-	-	-	32			32
Benedict's Place	-	74	-	-	74	74			74
St. Thomas	-	6	-	-	6	6			6
The Grand	-	3	-	-	-	3	3	FR	6
Least Cost Housing	116	-	-	-	-	116			116
Regency Court	-	6	6	6	-	6			6
Spring Hills	-	15	15	15	15	15			15
Group Homes 2013	-	35	35	-	-	35	35	SN/S	70
Group Homes 2015	-	17	-	17	-	17	17	SN/S	34
EFE <sup>3</sup>	-	54	54	-	-	54			54
<b>Subtotal<sup>4</sup></b>	<b>344</b>	<b>704</b>	<b>196</b>	<b>120</b>	<b>531</b>	<b>1,361</b>	<b>378</b>		<b>1,665</b>
<b>Caps</b>					<b>457</b>		<b>457</b>		
<b>Prior Round Total Credits</b>									<b>1,665</b>
<b>Total</b>									<b>1,665</b>
<b>Prior Round RDP</b>									<b>1,465</b>
<b>Excess credits over RDP</b>									<b>200</b>
<b>Prior Round Obligation</b>									<b>1,829</b>
<b>Prior Round Unmet Need<sup>5</sup></b>									<b>164</b>

AR/S	Age-Restricted/Senior
FR	Family Rental
R	Rental
SN/S	Special Needs/Supportive Housing
	Prior Cycle Credits
	Built

<sup>1</sup> This chart reflects the crediting of Prior Cycle Credits against the RDP. Plaintiffs agree that the Township may credit Prior Cycle Credits either before calculating the RDP or against the RDP in its Third Round Plan, in part because the age-restricted Prior Cycle Credits are being counted against the age-restricted cap.

<sup>2</sup> The parties recognize that there is unresolved information at the time of the execution of this settlement as to the exact number of creditable units in the St. Mary's site referenced in Exhibit A, and that there may be as many as five fewer creditable units at St. Mary's than the 152 referenced in Exhibit A. This calculation shall be finalized as part of the Third Round Plan prepared by the Township.

<sup>3</sup> Rental bonuses for EFE and WCC Settlement are not currently available for the Prior Round because the units are not built, but are anticipated to be available once built and/or rental bonuses may be available towards the Third Round obligation prior to construction. As Exhibit A shows, the Township has sufficient credits to meet its Prior Round obligation without bonuses for EFE and WCC Settlement.

<sup>4</sup> Less 74 Credit Overage from Senior Cap.

In addition to a settlement with FSHC, Cherry Hill entered into an agreement with Cherry Hill Land Associates (CHLA), which had sought relief from the court to develop the Woodcrest Country Club. Pursuant to this settlement agreement, the Woodcrest Country Club will remain a golf course, as permitted through a perpetual conservation easement. Instead of developing the golf course, the Township is cooperating with CHLA in its efforts to redevelop selected sites for inclusionary developments that will include rental affordable housing, as noted in the CHLA Settlement Agreement in **Appendix D: CHLA Settlement Agreement**). The CHLA agreement has been incorporated into the Township's JOC.

**Exhibit B: Cumulative Round Prospective Need Compliance Chart** displays an agreement between Cherry Hill and FSHC, consistent with the Township's JOC, regarding agreed upon components of the Township's response to its cumulative second round (1,829 affordable units) and third round obligation of 1,000 units.

**Exhibit B** assumes a cumulative 1987-2025 affordable housing obligation of 2,829 low- and moderate-income units. **Exhibit B** recognizes that additional housing opportunities have emerged (i.e. - the CHLA Settlement Agreement) that increase the Township's RDP to 1,856 units. As part of the JOC, the Township agreed to the inclusion of four (4) additional sites to be added to the 1,465-unit RDP, which included Springdale Farms (86 units assigned); Apostolic Church (127 units assigned); and Merchantville Country Club (66 units assigned) – for a total RDP of 1,744. Since the JOC, several sites have become available and have further revised the RDP. As such, the RDP has been revised to 1,856, which includes the Hampton Road site (60 units assigned); the Park Boulevard site (39 units assigned); and the Coastline site (13 units assigned).

# CUMULATIVE ROUND PROSPECTIVE NEED COMPLIANCE CHART

Development	For Sale	Rental	Special Needs/Supportive	Very Low	Senior	Units	Bonus Credits	Bonus Type	Total Credits
Credits Without Controls	31	-	-	-	-	31			31
Alternate Living	-	4	4	4	-	4			4
Village at St. Mary's <sup>4</sup>	-	-	-	-	150	150			150
Jewish Federation (Saltzman)	-	104	-	-	104	104			104
Gesher House (Dubin)	-	75	-	-	75	75			75
Sergi Farms	-	120	-	-	-	120	120	FR	240
Sergi Commons (aka MSAA Commons)	-	26	26	26	-	26	26	SN/S	52
Brunetti	-	36	-	-	-	36	36	FR	72
Legnola	2	-	-	-	-	2			2
ARHAT	-	38	-	-	-	38	38	FR	76
Scattered Site Sales	70	-	-	-	-	70			70
Alternative Living	-	-	56	56	-	56	56	SN/S	112
Dwell At Cherry Hill	-	35	-	-	-	35	35	FR	70
Garden State Park - Constructed	10	12	-	-	-	22	12	FR	34
Garden State Park - Planned/Approved	83	44	-	-	107	234			234
Centura	32	-	-	-	-	32			32
Benedict's Place	-	74	-	-	74	74	13	AR/S	87
St. Thomas	-	6	-	-	6	6			6
The Grand	-	3	-	1	-	3			3
Least Cost Housing	116	-	-	-	-	116			116
Regency Court	-	6	6	3	-	6			6
Spring Hills	-	15	15	15	15	15			15
Group Homes 2013	-	35	35	35	-	35			35
Group Homes 2015	-	17	-	17	-	17			17
EFE	-	54	14	14	-	54	54	FR	108
Probuild	-	23	-	23	-	23			23
Hampton Road Redevelopment	-	45	-	45	-	45	45	FR	90
Park Boulevard Redevelopment	-	29	-	29	-	29	29	FR	58
Coastline Assisted Living	-	6	-	6	6	6			6
Village at St. Mary's Extension of Controls <sup>1</sup>	-	150	-	-	150	150			150
ARHAT	-	10	-	-	-	10			10
<b>Subtotal</b>	<b>344</b>	<b>967</b>	<b>156</b>	<b>274</b>	<b>687</b>	<b>1,624</b>	<b>464</b>		<b>2,088</b>
<b>Caps</b>					<b>707</b>		<b>464</b>		
Syms Overlay	-	-	-	-	-	92			92
Golden Triangle	-	-	-	-	-	137			137
PATCO	-	-	-	-	-	128			128
Wallworth-Cherry Parke	-	-	-	-	-	95			95
<b>Subtotal</b>						<b>452</b>			<b>452</b>
<b>Cumulative Round Total Credits &amp; Overlays</b>									<b>2,540</b>
<b>Fair Share Ordinance &amp; Development Fee Ordinance</b>									<b>289</b>
<b>Total</b>									<b>2,829</b>
<b>Cumulative Round RDP</b>									<b>1,856</b>
<b>Excess credits over RDP</b>									<b>232</b>
<b>Cumulative Round Obligation</b>									<b>2,829</b>
<b>Cumulative Round Unmet Need</b>									<b>741</b>

AR/S	Age-Restricted/Senior
FR	Family Rental
R	Rental
SN/S	Special Needs/Supportive Housing
	Prior Cycle Credits
	Built
	Unmet Need Sites

<sup>1</sup> The Township has confirmed the existence of 150 units with the Diocesan Housing Corporation.

As a result of the increased RDP, Cherry Hill's rental obligation has increased to 464 and therefore, the Township can receive a rental bonus on 464 rental units. The JOC further establishes a cap on credits for age-restricted units of 707 units. **Exhibit B** recognizes that the Township has created a realistic opportunity for 1,624 units. With the 464-rental bonus, **Exhibit B** recognizes that Cherry Hill is eligible for 2,088 credits.

In reality, the JOC understated the Township's response to its low- and moderate-income housing. When the agreement was being negotiated, it was assumed that the agreement on the Woodcrest Country Club (the CHLA Settlement Agreement) would include 90 low- and moderate-income units. In reality, the agreement provides for 124 low and moderate-income units. As a result, the Township has created a realistic opportunity for 2,088 units. Therefore, the Township is 741 units short of addressing its cumulative housing obligation of 2,829 units. COAH's regulations refer to these 741 units as the Township's Unmet Need.

It is important to highlight that the Township's RDP of 1,856 includes all of the Township's vacant land and sites that may be considered underutilized. The 1,856-unit RDP includes, but is not limited to, the development potential of the following sites to generate low- and moderate-income housing: Woodcrest Country Club; Croft Farm, Springdale Farms, the Apostolic Church property and Merchantville Country Club. However, because the Township has created a realistic opportunity for 2,088 units, which constitutes 232 credits over the 1,856-unit RDP, the Township does not have to zone those sites (included in the calculation of the RDP) for inclusionary housing (including Woodcrest Country Club, Croft Farm, Springdale Farms, the Apostolic Church property and Merchantville Country Club).

This is consistent with the language at N.J.A.C. 5:93-4.2(g):

*The municipality may address its realistic development potential through any activity approved by the Council pursuant to N.J.A.C. 5:93-5. The municipality need not incorporate into its housing element and fair share plan all sites used to calculate the realistic development potential if the municipality can devise an acceptable means of addressing its realistic development potential. The realistic development potential shall not vary with the strategy and implementation techniques employed by the municipality.*

The Township's challenge over the next 10 years is to address its 741-unit unmet need. In meeting this challenge, it will not be required to zone vacant sites or any other site that has been included in the RDP. It may use any of the compliance options outlined below. As housing opportunities become realistic, it is assumed that the Township's realistic development potential will increase and the Township will receive the benefit of an increased rental bonus (equal to 25% of the RDP).

## **COMPLIANCE OPTIONS**

The Supreme Court has ordered the lower courts to compute municipal housing obligations. The Court's decisions require each community to address substandard units occupied by low and moderate-income households. This component of need has been termed the rehab component or rehabilitation share in previous rule adoptions. This housing element will refer to substandard units occupied by low- and moderate-income units as present need. The Supreme Court has also ruled that each municipality must address its prior round or 1987-1999 prospective need; and it has ordered the lower courts to compute a third round prospective need based on COAH's first and second round methodologies.

As stated above, FSHC and Cherry Hill reached a Settlement Agreement resulting in Cherry Hill obtaining a prior round Judgment of Compliance (JOC). The JOC approved the terms of the Settlement Agreement, including a preliminary determination that Cherry Hill's cumulative obligation would be 2,829. This includes a 1,000 unit obligation for 1999-2025, based on the presumption that Cherry Hill's Third Round obligation is in excess of 1,000 units and therefore subject to the 1,000 unit cap. As stated above, Cherry Hill reserves its right to amend this Housing Element & Fair Share Plan should there be a change in law resulting in a third round obligation of the township less than 1,000 units.

## **REHABILITATION**

A municipality may address its present need by devising a rehabilitation program. The focus of any rehabilitation effort must be to repair or replace existing housing systems (i.e. roof, plumbing, electricity, heat, and/or a load bearing system) and bring the housing unit up to code. The program must be administered by an entity

experienced in the rehabilitation of affordable housing and the program must be outlined in a manual that the Court approves.

The minimum investment to administer a rehabilitation program, based on COAH's second round rules is at \$10,000, of which no more than \$2,000 may be used for administrative costs. In reality, the cost of a rehabilitation program is a function of the repairs required to bring an affordable housing unit up to code. COAH requires 10-year controls on affordability to be placed on rental units and six (6) year controls on sale units after the rehabilitation activity is complete. With regard to sales units, the control may be in the form of a forgivable loan.

A municipality may also address its rehab share through the creation of Elder Cottage Housing Opportunities (ECHO Housing). The municipality may purchase up to 10 ECHO units.

Cherry Hill can also address its rehab share by creating new affordable units through any of the techniques discussed below for creating new affordable housing within the Township.

## **THE REGULATORY FRAMEWORK FOR NEW CONSTRUCTION**

COAH has various rules that provide a framework for addressing the municipal housing obligation. With the possible exception of units created through tax credits, at least half of all affordable units must be affordable to low-income households.

The first floor of all townhouse dwelling units and of all other multi-story dwelling units for which credit is sought pursuant to P.L. 1985, c.222 (N.J.S.A. 52:27D-301 et seq.), on or after October 1, 2006, the effective date of P.L. 2005, c. 350 (N.J.S.A. 52:27D-31 1a et seq.), and for which an application for a construction permit has not been declared complete by the enforcing agency pursuant to P.L. 2005, c. 350 (N.J.S.A.

52:27D-311a et seq.) and which were included in a prior round fair share plan or in a third round fair share plan and for which credit continues to be sought shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

All affordable housing must be affirmatively marketed and be priced in accordance with COAH's rules and pursuant the Uniform Housing Affordability Controls (UHAC) (N.J.A.C. 5:80-26 et seq.).

In general, no more than 25% of the affordable housing units may be age-restricted. Also, the Township must create a realistic opportunity for at least 25% of the affordable housing to be constructed as rental housing. With regards to the 1987-1999 rules, a municipality may receive a rental bonus for addressing its rental obligation.

Pursuant to P.L. 2008, Chapter 46, at least 13% of the housing units responding to the Township's post-1999 housing obligation must be affordable to very low-income households. Very low-income households are defined as earning no more than 30% of the region's median income. Compliance with the Very Low-Income requirement can be found in **Exhibit B**, where approximately 16% of the Township built affordable housing stock is affordable to those households making less than 30% of the region's median income.

With regards to the post-1999 housing obligation, the Township may receive extra credit for achieving statutory and regulatory requirements. Although the bulk of COAH's post-1999 rule-making has been overturned by the Appellate Division and the Supreme Court, it is reasonable to assume that the Township may receive a bonus credit for up to 25% of the housing units created in Cherry Hill. For example, the Township may receive:

- two (2) units of credit for exceeding the 13 percent requirement for constructing housing affordable to very low income households;
- two (2) units of credit for rental housing;
- two (2) units of credit for affordable housing constructed pursuant to approvals granted between 2004 and 2008 or pursuant to a developer's agreement executed between 2004 and 2008;
- an extra third (1/3) of a unit of credit for constructing affordable housing within a half-mile of a transit oriented development subject to specific provisions outlined at N.J.A.C. 5:97-3.18; and
- an extra third (1/3) of a unit of credit for constructing affordable housing within a designated redevelopment area.

## **ZONING & DEVELOPMENT FEES**

Cherry Hill has various options in addressing its inclusionary component. The Township can rely on zoning to address its housing obligation. The advantage to inclusionary zoning is that it is one of the few approaches recognized by COAH that limits the municipality's fiscal responsibility to produce affordable housing. Once a property is zoned, the Township's only other responsibility is to: fast-track inclusionary developments and eliminate unnecessary cost generating standards. COAH sets forth these responsibilities in N.J.A.C. 5:93-10.

COAH has recognized that affordable rental housing requires a greater subsidy than affordable for sale housing. Thus, N.J.A.C. 5:93-5.15 requires an incentive to produce rentals in the form of a higher density and lower set-aside if a developer elects to build housing. The maximum presumptive set-aside for rental housing is 15%.

A municipality that zones a residential site for affordable housing may permit a developer (at the developer's option) to pay a fee rather than build affordable housing. However, once a municipality accepts a fee, which should be established by ordinance, the

municipality is responsible for building the housing. Thus, a municipality should be cautious about accepting a fee, in lieu of a developer producing affordable housing.

A municipality may collect a development fee on residential sites that are not zoned to produce affordable housing. A development fee is an exaction to be used for affordable housing. COAH permits a municipality to collect a development fee equal to 1.5 percent on all residential development. Where a developer receives a density bonus, a municipality may collect a 6% development fee on the additional units achieved. A municipality may also collect a 2.5% development fee on non-residential development.

There are restrictions on the use of development fees. Up to 20% of development fees may be used for administrative purposes. At least 30% of development fees must be used to render affordable housing more affordable to low and moderate-income people. These limitations do not apply to “in lieu fees.” With this in mind, the Township must utilize strict accounting practices in order to use development fees and in lieu fees properly.

## **REDEVELOPMENT**

A municipality may pursue the construction of affordable housing through redevelopment pursuant to the Local Redevelopment and Housing Law. All sites proposed for redevelopment shall conform to COAH's criteria for a suitable site. The municipality must designate the site as an area in need of redevelopment and adopt a redevelopment plan. It must also designate a redeveloper and prepare an estimated timeline for the redevelopment of the site. Without an active developer, COAH has historically favored vacant over developed sites. When land is a scarce resource, COAH and the courts have accepted overlay zones that create an option/financial incentive to build

affordable housing.

## **MUNICIPAL CONSTRUCTION**

Some municipalities choose to address the housing obligation by sponsoring the construction of low and moderate-income housing. It is not unusual for a municipality to donate municipal land to a non-profit or for profit developer interested in constructing a development that will be devoted entirely to low and moderate-income households.

It is not easy for municipalities to “get into the housing business.” Most developers interested in building low and moderate income housing without any market units to help subsidize the affordable housing require other forms of subsidy. Such subsidies often include: land, some form of municipal subsidy and other subsidies from a variety of state and federal sources (i.e., tax credits, State funding programs, Federal Home Loan Bank).

COAH's rules regarding municipal construction require the following minimum documentation:

1. The municipality must demonstrate that it has control of the site. Control may be in the form of an option;
2. The municipality must submit a plan regarding the administration of the development indicating who will income qualify applicants and administer the units once they are occupied;
3. The municipality must estimate what the proposed development will cost and the revenues that it projects the development to generate. The municipality must demonstrate a stable source of funding. As outside funding sources become available, a municipality may reduce its reliance on municipal resources; and
4. The municipality must develop a construction timetable that

provides for the construction of low and moderate-income housing units.

## **ALTERNATIVE LIVING ARRANGEMENTS**

Pursuant to N.J.A.C. 5:93-1 et seq., an 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 arrangement includes, but is not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes as regulated by the 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.

In later rule-making, COAH decided not to provide credit for transitional facilities for the homeless and boarding homes.

The following criteria apply to alternative living arrangements:

1. Alternative living arrangements may be used to address a municipal housing obligation by entering into an agreement for the location of such a facility with the provider of the facility or by granting preliminary approval to a developer of an alternative living arrangement.
2. The unit of credit for an alternative living arrangement shall be the bedroom.
3. Alternative living arrangements that are age restricted shall be included with the 25 percent that may be age restricted pursuant to N.J.A.C. 5:93-5.14.
4. Controls on affordability on alternative living arrangements shall remain in effect for at least 10 years. To be eligible for a rental bonus

(pursuant to N.J.A.C. 5:93-5.15), controls on affordability shall remain in effect for at least 30 years.

5. Transitional facilities for the homeless shall not be dormitories and shall have separate bedrooms; those that do not shall have one year to complete the necessary rehabilitation to create separate bedrooms.

Alternative living arrangements may provide an opportunity for a municipality that is willing to convey land to an organization that is interested in providing an alternative living arrangement. There may be capital and operating subsidies available that could minimize the municipal subsidy required to construct a group home or other facility.

#### **ACCESSORY APARTMENTS**

N.J.A.C. 5:93-1 et seq. allows Cherry Hill to address up to ten (10) low- and moderate-income units by creating a program for accessory apartments. A municipality interested in such a program must demonstrate that it has a housing stock that lends itself to accessory apartments. COAH believes that a large, older housing stock lends itself to accessory apartments. COAH's rule requires water and sewer to serve any proposed accessory apartment.

If the Township is interested in accessory apartments, it must revise its zoning ordinance to permit accessory apartments. It must also commit to funding the program. N.J.A.C. 5:93-1 required a subsidy of \$10,000. Later rule making, that was overturned, increased the subsidy to \$20,000 for a moderate-income unit and \$25,000 for a low-income unit.

The Township must also create an administrative mechanism with procedures for dealing with cost estimates, accepting bids, awarding contracts, inspecting work, income qualification of applicants,

establishing rents and ensuring rents remain affordable over time.

N.J.A.C. 5:93-5.9 requires affordability controls of 10 years on accessory apartments. Accessory apartments may be used to address the Township's rental obligation. However, in order to receive a rental bonus, an accessory apartment must be governed by a 30 year control.

### **MARKET TO AFFORDABLE PROGRAM (WRITE-DOWN BUY DOWN PROGRAM)**

COAH has adopted rules that allow a municipality to purchase housing units that are already part of the housing stock and make these units available, at affordable rents or sales prices, to low and moderate-income households. This program was originally called the "Write-Down Buy-Down Program" within N.J.A.C. 5:93-1 and was later expanded to rentals pursuant to the "Market to Affordable Program."

N.J.A.C. 5:93-1 et seq. limits this program to 10 units or not more than 25 percent of the municipal fair share. The rule requires a minimum subsidy of \$20,000. Later iterations of COAH's rule making (that were overturned) required a minimum subsidy of \$25,000 for a moderate-income unit and \$30,000 for low-income units. In reality, the subsidy is based on what is necessary to make the housing affordable to low and moderate-income households. Therefore, the actual subsidy is a function of local market conditions rather than COAH's minimum standards. A municipality interested in such a program should demonstrate that there are sufficient units in the municipality for a viable program to operate through the multiple listing service.

### **ASSISTED LIVING UNITS**

Bedrooms in assisted living residences may address a municipal

housing obligation. Affordable units within an assisted living facility may be affordable to households earning up to 60 percent of median income. Up to 80 percent of a low and moderate income household's gross income may be used for rent, food and services. Units within an assisted living facility shall be viewed as age-restricted units, subject to the cap on creditable age-restricted cap established by COAH's rules and court decisions (25%).

### **EXTENSION OF EXPIRING CONTROLS**

Although most of COAH's post 1999 rule-making has been overturned by the Appellate Division and the Supreme Court, the Supreme Court has specifically allowed a municipality to receive credit toward its third round housing obligation by extending controls on affordable sales units. A municipality may receive a credit by extending controls on affordability that are scheduled to expire during the period of repose. The extended controls must be consistent with the State regulations as articulated pursuant to N.J.A.C. 5:80-26. To obtain this credit, the municipality must demonstrate that the housing is in sound condition. A municipality may use development fees and in lieu fees to purchase units and complete any necessary repairs.

## **CHERRY HILL'S RESPONSE TO THE HOUSING OBLIGATION**

As discussed above, the Township's maximum 1987-2025 affordable housing obligation is 2,829 units. Cherry Hill's affordable housing efforts have, thus far, resulted in 2,088 units of credit. The Township is responsible for an unmet need of 741 units. The Township's response to its unmet need is summarized below. Consistent with COAH's rules and the Supreme Court's March 2015 Decision, the response includes the extension of controls on affordability and overlay zoning designed to create an incentive for affordable housing. A summary of each program and site is provided below.

## MARKET TO AFFORDABLE PROGRAM (WRITE-DOWN BUY DOWN PROGRAM)

### AFFORDABLE RENTAL HOUSING AT TAVISTOCK (ARHAT) SITE SCATTERED

Writing-down or buying-down the cost of previously owned market rate units and offering them in sound condition at affordable prices to low and moderate income households may be used to address a municipal housing obligation. This mechanism is also known as the Market-to-Affordable program.

In the mid-1980's, Cherry Hill Township assisted with the purchase/assemblage of a portfolio of condominium units in response to an expressed need for more affordable housing within the Township's limits. The Township aided in the organization and creation of a non-profit housing entity, known as the Affordable Housing Rental Association at Tavistock, (ARHAT) to own and administer these units. The Township of Cherry Hill has provided financial assistance, through the Township's Community Development Block Grant (CDBG) program, for the acquisition and rehabilitation of market rate units in order to convert them to high-quality, affordable housing units. ARHAT now owns a portfolio of some 38 units of condominium housing ranging in size from 1 to 3 bedrooms.

Since 2005, the Township has acquired nine (9) condominium units, as indicated in **Table 26: ARHAT Units Acquired Since 2005**. As such the Township anticipates the purchase of an additional ten (10) units between 2015 and 2025.

<b>TABLE 26: ARHAT UNITS ACQUIRED SINCE 2005</b>	
<b>UNIT</b>	<b>PURCHASE DATE</b>
812 Barclay Towers	March 9, 2015
250 Tavistock	July 27, 2012

231 Centura	August 28, 2007
344 Chanticleer	July 29, 2014
501 Chanticleer	August 5, 2008
520 Chanticleer	March 5, 2010
825 Chanticleer	October 20, 2005
1202 Chanticleer	April 1, 2008
1965 The Woods II	March 12, 2010

## EXTENSION OF CONTROLS

### **VILLAGE AT ST. MARY'S BLOCK 523.12, LOT 13**

Cherry Hill seeks 150 units of credit toward its unmet need for the extension of controls within the Village at St. Mary's. The Village at St. Mary's is an existing 150-unit, 100% affordable, rental housing development serving low-income, senior households. Located at 212 Lourdes Court (Block 523.12, Lot 13), as shown on **Map 4: St. Mary's**, the Village at St. Mary's was built in 1983 through HUD Section 202/Section 8 funding.

HUD Section 202 provides direct loans or capital advances from the federal government to enable private, not-for-profit sponsors to produce secure, barrier-free, and supportive housing facilities for older persons aged 62 years or older. Persons are eligible to apply for assistance if their incomes are very low, which is equal to, or below, 50 percent of the area median family income, adjusted for household size. Under Section 202, HUD provides interest-free capital advances to private, nonprofit sponsors to finance the development of supportive housing for the elderly. HUD does not require the capital advance to be repaid as long as the project serves very low-income elderly persons for 40 years (also known as a 40-year Capital Advance).

Furthermore, the HUD Section 8 criterion governs eligibility of tenants for admission, as the project is also subject to a Housing Assistance Payments (HAP) Contract with HUD (also known as Section 8 Project-Based Rental Assistance). HUD requires that extremely low- and very low-income families whose incomes do not exceed 50 percent of the median income for the area are eligible to occupy the assisted units.

As a qualified Prior Cycle Credit development, the affordable housing

restrictions for the Village at St. Mary's, per the 40-year Capital Advance Agreements (known as the Regulatory Agreement and Use Agreement), would have expired in year 2023 – two (2) years prior to the end of the Third Round (1999-2025) compliance period.

In 2012, the Diocesan Housing Services of the Diocese of Camden, Inc. (owners of the Village at St. Mary's), refinanced the property under HUD's Section 207/223(f) program, which insures mortgage loans to facilitate the purchase or refinancing of existing multifamily rental housing. These projects may have been financed originally with conventional or FHA insured mortgages. Properties requiring substantial rehabilitation are not eligible for mortgage insurance under this program. HUD requires completion of critical repairs before endorsement of the mortgage and permits the completion of non-critical repairs after the endorsement for mortgage insurance.

Section 223(f) insures lenders against loss on mortgage defaults. The program allows for long-term mortgages (up to 35 years) that can be financed with Government National Mortgage Association (GNMA) Mortgage-Backed Securities. This eligibility for purchase in the secondary mortgage market improves the availability of loan funds and permits more favorable interest rates. The modified Regulatory Agreement and Use Agreement placed an additional 35-year term for the Village at St. Mary's per the refinancing agreement.

Prior to the aforementioned request, between 2009 to 2010, the Diocesan Housing Services of the Diocese of Camden, Inc., as part of the refinancing of the Village at St. Mary's project, requested that the Township extend a pre-existing Tax Abatement Agreement (Resolution 81-7-21), dated January 25, 1982, which would have expired by its terms on January 27, 2032 (or 50 years later), as promulgated by N.J.S.A. 55:14I-1 *et seq.* (also known as the Senior Citizens Non-Profit Rental Housing Tax Law). This statute provides that “any exemption from

taxation made pursuant to the provision of this section shall not extend for a period of more than 50 years". As a result of this request, the Township voluntarily extended this abatement in support of the refinancing efforts of the owners of the Village at St. Mary's, in order to receive the financing necessary to upgrade and rehabilitate the units. Through this extension (per Ordinance 2010-3), the Township supported the refinancing of the project for the completion of critical repairs and the extension of the control period pursuant to Section 202 of the Federal Housing Act of 1959, providing for affordability controls for sixty-four (64) years from 1982 (until 2046) – well over the 60-year control period, presumably required by UHAC and per the intent of extension of controls promulgated by N.J.A.C 5:94-4.16 and N.J.A.C. 5:97-6.14.

Subsequently, in 2012, the Cherry Hill Township Zoning Board of Adjustment approved a minor site plan with a use (D) variance (NJSA 40:55D-70(d)(1)) to permit the installation of a leasing office in an Institutional (IN) Zone, where leasing offices are not permitted, and the installation of decks and various site improvements (including stormwater/drainage improvements, decks, paving, sidewalks, trash enclosures, landscaping, and ADA improvements).

The Supreme Court validated the extension of controls as a mechanism for addressing the third round housing obligation. N.J.A.C. 5:94-4.16 and N.J.A.C. 5:97-6.14 establishes similar principles for granting credit for the extension of controls. For example, the housing units must qualify for an affordable housing credit pursuant to COAH's prior round rules. The Village at St. Mary's qualified for 150 units of credit pursuant to the Township's JOC. Absent the extension of controls, the controls on affordability would have expired prior to the end of the projection period of need. In this case, the controls would have expired in 2023, two years prior to the projection period, which extends through mid-2025.

The municipality must demonstrate that the unit is in sound condition. As the previous narrative demonstrates, the Township has supported the extension of the Tax Abatement Agreement and the completion of critical repairs, as required by the refinancing of the Village at St. Mary's per HUD Section 207/223(f) and per Zoning Board of Adjustment Approvals (Resolution 12-Z-0031). These actions were critical to the refinancing of the project and to the extension of those controls.

In addition, the Township requires a continued certification of occupancy by the municipal building inspector and by the Township's rental inspector, whenever there is a change of occupancy or owner. A Rental Unit Certificate requires an inspection for the issuance of a Certificate of Occupancy (CO). No rental units can be occupied by a tenant unless and until there is a valid CO for that unit. A copy of the Certificate of Approval (per Resolution 12-Z-0031), correspondence from the Diocesan Housing Services of the Diocese of Camden, Inc., and rental certificates for a majority of the units are provided in **Appendix E: St. Mary's Supporting Documentation.**

Furthermore, HUD's Real Estate Assessment Center (REAC) conducts physical property inspections of properties that are owned, insured or subsidized by HUD, including public housing and multifamily assisted housing. These inspections are conducted each year to ensure that assisted families have housing that is decent, safe, sanitary and in good repair. Detailed descriptions of the inspection processes can be found in Federal Register notices 66 FR 59084 for public housing. As noted in the Federal Register, a score means a number between 0 and 100 that reflects the physical condition of a property, inspectable area, dwelling unit, or sub-area. Whereas, as to record a health or safety problem, a letter is added to the property score (a, b, or c). An inspectable area means any of the five major components of the property which are: site, building exterior, building system, common areas and/or dwelling units. Per the Federal Register, a property in

excellent physical condition with no health and safety (H&S) deficiencies would have a score of 90a to 100a. **Appendix E: St. Mary's Supporting Documentation** details that Village at St. Mary's received a score of 98a on May 16, 2014.

As a result of the Township's work with the Diocese of Camden, the controls on affordability on the 150 units within the Village at St. Mary's have been extended from 2023 to 2046. The 150 units meet all code requirements. The Township verifies that these units are credit-worthy units under the Extension of Expiring Control mechanism to address the Township's Unmet Need.

## SITE SUITABILITY OF NEW INCLUSIONARY SITES

This section of the Housing Element will provide a brief description of the site suitability for each proposed inclusionary development site. A total of six (6) sites are proposed, which are located throughout the Township. Each description will address on-site environmental conditions; compatibility of surrounding land use; access considerations for each site; and, an overall assessment of the suitability of each site to support the provision of affordable housing.

With respect to the New Jersey State Development and Redevelopment Plan, review of available State Plan Policy Maps indicates that Cherry Hill Township is located *entirely* within a PA-1, Metropolitan Planning Area. Accordingly, the location of each proposed inclusionary site is consistent with COAH guidelines for the preferred location of affordable housing.

Public water and sanitary sewer service is available to each site. Potable water is provided to Cherry Hill Township by the New Jersey American Water Company and the Merchantville – Pennsauken Water Commission. Sanitary sewer service is provided to Cherry Hill by the Camden County Municipal Utilities Authority. Since each proposed inclusionary site includes currently occupied commercial or residential use(s), unutilized buildings, or previously developed land, public water and sanitary sewer service is available, which may be extended and/or upgraded to serve future (or continued) residential use. Accordingly, with respect to utility needs, each inclusionary site is suitable for the provision of affordable housing.

FEMA mapping demonstrates that a number of the sites lie within the 100 year and 500 year floodplain. This information is useful for flood insurance purposes. However, the low probability of flooding that extends to the 500 year floodplain does not constrain the property

based on the New Jersey Department of Environmental Protection (NJDEP) standards, which regulates land use within the 100-year flood plain.

During litigation over the Township's prior round compliance, objections were made to the Township's use of overlays at KIMCO-Brace Road, KIMCO-Route 70, and Woodcrest Shopping Center sites. In preparation of this plan the Township has reexamined those sites, as well as the sites below, and determined that either the inclusion of the sites below, or increasing density on certain sites, is a more appropriate mechanism of addressing the Township's obligation or unmet need. As such, the above three (3) sites will not be utilized to address the Township's unmet need through the use of overlay zoning.

The following is a discussion of proposed inclusionary sites, subject to court review and approval.

**HAMPTON ROAD AREA IN NEED OF REDEVELOPMENT  
BLOCK 111.02, LOT 7; BLOCK 112.01, LOT 11; BLOCK 596.04, LOT 5**

This inclusionary site is located in the northwest portion of Cherry Hill, with frontage along the north side of Hampton Road (approximately 1,670 feet). The site also has frontage along Cuthbert Boulevard (*Lexington Avenue Extension*) to the northwest (245+ feet), and along Main Street (640+ feet). The site includes 18.3 acres of land, and is presently developed with two unoccupied industrial buildings and associated paved areas (Lot 5 and Lot 11). Lot 7 of Block 111.02 is a vacant wooded parcel.

**Map 5: Hampton Road** presents an aerial view of the site, including environmental features on-site and immediately surrounding the tract. As shown, a tributary to Cooper River is located on the easterly portion of the tract. The floodway area (FEMA Zone "X") exhibited on the eastern portion of the tract is identified by FEMA as an area between the 100 year and 500 year flood plain (with a 0.2 percent probability of flooding). A small mapped forested wetland area (PFO1B) is located adjacent to this flood hazard area. The topography of the site is relatively flat, exhibiting little or no slope (0-2%). Based upon the small area and location of the above noted environmental conditions on-site, the site is suitable for affordable housing development.

Existing land use surrounding the tract includes single family detached residential development to the north and west (vicinity of Main Street, Merchant Street, and Lawrence Street); light industrial use to the southwest (Courier Post); public use (New Jersey MVC Inspection Station) to the south; and, recreational use (Merchantville Country Club) to the southeast. Portions of both Main Street and Merchant Street extending west from Lawrence Street are unimproved rights-of-way (paper street).

Access to the site is available along Hampton Road, an undivided

two-way local roadway providing access to the north to Chapel Avenue. In vicinity of the site, Cuthbert Boulevard (Lexington Avenue Extension) is a divided two-way roadway (one lane in each direction), which provides access to the south to New Jersey Route 38. Main Street (located adjacent to the site) serves existing single family residential use, and is generally too narrow (30-foot right-of-way) to serve as access to the site unless widened and improved. In summary, the site has adequate access for residential development.

Based upon the size, configuration and location of the 18.3 acre tract of land, this site is suitable for the provision of affordable housing development. It should be noted that on April 13, 2015, the Township Council designated this area as an "area in need of redevelopment". This site has been included in a settlement agreement with Cherry Hill Land Associates (CHLA) and the Township's JOC. The site will yield 45 affordable units.

**PARK BOULEVARD AREA IN NEED OF REDEVELOPMENT  
BLOCK 1.01, LOTS 3 & 4; BLOCK 3.01, LOT 1**

This site is located in the northwest portion of Cherry Hill, with frontage along the eastbound lanes of NJHS Route 70 (102+ feet). In addition, the site has frontage along Park Boulevard (County Route [CR] 628) (868+ feet). The site also has frontage along Donahue Avenue (which bifurcates the site) and along an unnamed (improved) public street. The site includes approximately 8.0 acres of land and is presently developed with an existing motel use/restaurant (Lot 3), and a former semi-public use (Lot 4). Lot 1 of Block 3.01 is currently developed as a paved parking lot, which served the former semi-public use on Lot 4, and is separated from the aforementioned developed parcels by Donahue Avenue (50' R.O.W.).

An aerial view of the site, including environmental features on-site and immediately surrounding the tract is provided on **Map 6: Park Boulevard**. As shown, the site is located on the northerly side of Park Boulevard, opposite the Cooper River and Camden County parkland. FEMA Zone "X" (0.2 percent annual chance flood hazard) associated with Cooper River is located on the southwest portion of the tract along Park Boulevard, including all of Lot 1 of Block 3.01, and the southwest portion of Lots 3 and 4 in Block 1.01. No mapped wetland features are exhibited on-site or adjacent to the site. The topography of the site slopes moderately from the northeast (vicinity of Route 70) to the southwest (vicinity of Park Boulevard/Cooper River). Based upon the site's existing development conditions and environmental characteristics, the site is suitable for affordable housing development.

Existing land use surrounding the tract includes single family detached residential development to the east (vicinity of Donahue Avenue and West Hoffman Avenue); multi-family apartments and townhouse development located adjacent to the westerly site boundary; and, public recreational use to the south (Camden County Parkland).

Opposite the site along the westbound side of NJ Route 70, existing land use includes a cemetery use and various commercial/industrial uses located in vicinity of Cuthbert Boulevard.

Access to the site is available along NJ Route 70, a divided six-lane state highway, and also along Park Boulevard, an undivided two-lane local roadway. Access to the site is also available from Donahue Avenue, extends between Route 70 and Park Boulevard. The site has adequate access for residential development.

Based upon the size, configuration and location of the 8.0 acre tract of land, this site is suitable for the provision of affordable housing. It should be noted that on April 27, 2015, the Township Council designated this area as an "area in need of redevelopment". This site has been included in a settlement agreement with CHLA and the Township's JOC. The site will yield 29 affordable rental units.

**GOLDEN TRIANGLE TOD OVERLAY  
BLOCK 55.02, LOTS 1, 1.01 & 1.02**

This site includes an existing retail shopping center (Garden State Pavilion) and associated on-site parking, and is located in the northwest portion of Cherry Hill. The site also includes an existing NJ Transit passenger rail station. The site has a combined area of 56.6 acres. Access to the site is provided from NJ Route 70 directly along the westbound travel lanes and from the signalized intersection of South Cornell Avenue.

**Map 7: Golden Triangle** presents an aerial view of the site, including environmental features on-site and immediately surrounding the tract. As shown, a tributary to Cooper River is located on the central portion of the site, adjacent to the westerly property boundary. The tributary is located between the on-site parking area and South Cornell Avenue. No mapped wetland areas are located on-site. The topography of the site is relatively flat, exhibiting little or no slope (0-2%).

Existing development in vicinity of the site includes a variety of residential and commercial development. Commercial-retail and commercial-office uses are located along the Route 70 corridor, while further to the north, existing land use includes single family residential use. The properties to the west of the site are presently developed with a variety of commercial-retail and commercial-industrial uses. Garden State Park, Market Place (mixed-use development) is located adjacent to the site on the opposite side of the NJ Transit rail line.

Based upon the size, configuration and location of the 56.6 acre tract of land, this site is suitable for the provision of affordable housing. Cherry Hill proposes an overlay zone that would permit development at 12 units per acre and a 20 percent set-aside. The site could yield 137 affordable units.

**PATCO OVERLAY  
BLOCK 583.01, LOT 2**

This tract of land comprises approximately 35.7 acres of land and is located in the southwestern portion of the Township. The site is currently developed as a park n' ride facility (Woodcrest Station) and has frontage along Melrose Avenue for a length of approximately 505 feet, and along East Essex Avenue (+565 feet). The property exhibits moderately sloping terrain.

Access to the site is presently provided from Melrose Avenue (County Route 667), which extends along the site's northerly property boundary, and from East Essex Avenue, which extends along the westerly property line. Access to Burnt Mill Road (County Route 670) is provided to Melrose Avenue via Woodcrest Road (CR 667). Access to Interstate Route 295 is provided to the site via Essex Road.

**Map 8:** PATCO provides an aerial of the site and the surrounding area. Existing development in vicinity of the site includes industrial office and warehouse development to the north and east, and single family residential development to the south. A review of New Jersey Department of Environmental wetland data indicates that the western and southerly portions of the site exhibit mapped wetlands and flood plain areas associated with the Cooper River, located to the west. These mapped wetlands flood plain areas would not preclude development of the upland portion of the site with affordable housing.

Based upon the size, configuration, development conditions and location of the 35.7 acre tract of land, this site is suitable for affordable housing development. Based on an overlay zone that will permit a gross density of 18 units per acre with a 20 percent set-aside, this site could yield 128 low- and moderate-income units.

**SYMS OVERLAY  
BLOCK 437.01, LOT 5**

This site is located in the central-eastern portion of the Township, with frontage and access along the eastbound side of NJ Route 70 (approximately 392 feet). The site also has frontage/access along Allison Drive (165+ feet) and access to Markkress Road via Cardone Avenue (private R.O.W.). The site includes approximately 19 acres of land, and is currently partially developed with one commercial building (former Syms Store) and associated paved parking area. The balance of the site consists of wooded land and a stream tributary to the North Branch Cooper River.

**Map 9:** Syms presents an aerial view of the site, including environmental features on-site and immediately surrounding the tract. As shown, the tributary to the North Branch Cooper River is located on the easterly portion of the tract. Approximately 3.3 acres of the site lie within the 100 year and 500 year flood plain. None of the site lies within the 100 year floodplain regulated by DEP. Mapped forested wetlands (PFO1B) are located in the central portion of the tract. Topography of the site is relatively flat, exhibiting little or no slope (0-2%).

Existing land use surrounding the tract includes a variety of residential and commercial/industrial uses including commercial retail and service uses along the Route 70 corridor, and light industrial uses to the west and south in vicinity of Markkress Road and Allison Drive, respectively. Residential uses in vicinity of the site include single family detached residential development to the south, and multi-family residential use ("Society Hill") to the east and to the southwest ("Europa" and "Versailles" vic. of Markkress Road).

Based upon the size, configuration and location of the 19+ acre tract of land, this site is suitable for the provision of affordable housing. The Township has agreed to create an overlay zone for this site that would

allow the site to be developed at 24 units per acre. With a 20 percent set-aside, the site will yield 92 affordable units.

**WALLWORTH-CHERRY PARKE OVERLAY  
BLOCK 395.07, LOTS 1 & 2  
BLOCK 395.08, LOT 1**

This site is located in the western-central portion of the Township, with frontage and access along Park Boulevard (1,610+ feet) and along the Kings Highway (New Jersey State Highway [NJSH] Route 41) for a length of 540+ feet. The site includes approximately 18.2 acres of land, and is presently developed with a residential condominium use (Cherry Parke Condominiums); a multi-family apartment use (Wallworth Park Apartments); and an office building.

An aerial view of the site, including environmental features on-site and immediately surrounding the tract is provided in **Map 10: Wallworth-Cherry Parke**. As shown, the site is located on the northeast side of Park Boulevard, opposite the Cooper River and Camden County parkland. The Park Boulevard frontage is located between the 100 year and 500 year floodplains associated with the Cooper River. However, no portion of the site is located within the 100 year floodplain regulated by DEP. No mapped wetland features are exhibited on-site. The topography of the site slopes moderately from the northeast to the southwest (vicinity of Park Boulevard/Cooper River). Based upon the site's existing development conditions and environmental characteristics, the site is suitable for affordable housing development.

Existing land use surrounding the tract includes single family detached residential development to the north and east; commercial and business office use along Kings Highway to the east; and, public recreational use to the south (Camden County Parkland) along the southwest side of Park Boulevard.

**COASTLINE ASSISTED LIVING  
BLOCK 404.43, LOT 3**

This 3.2 acre site is located in the western-central portion of Cherry Hill at 1240 Brace Road (NJSH 154). The site is developed with an existing restaurant use known as the Coastline Bar & Grill. The site has 275' of frontage along Brace Road (State Route 154) and 312 feet of frontage along Caldwell Road. Access to the site is available along both property frontages. The property slopes moderately to the south, with higher elevations exhibited along the northerly property line. **Map 10: Coastline** provides an aerial of the site and the surrounding area.

Existing development in vicinity of the site includes single-family residential development to the east. The property to the south is a wooded, vacant property. Existing land use to the north of the site, along the west side of Brace road, includes various business office and medical office uses. A review of available environmental data from NJDEP indicates that the site does not exhibit any environmentally sensitive features. A tributary to the Cooper River is located adjacent to the southerly property boundary. No mapped flood prone areas or wetlands are identified along this portion of the tributary.

Based upon the size, configuration and location of the 3.2-acre tract of land, this site is suitable for the provision of affordable housing. On October 5, 2015, the Cherry Hill Township Planning Board granted preliminary and final major site plan with bulk (C) variance approvals to construct a one-story, 48,184 square foot assisted living facility with 64 beds (56 rooms). This approval was granted via Resolution 15-P-0017 to Oren's Development, Inc. (applicant). Pursuant to state licensing requirements, 10 percent of the beds (six beds) will be set-aside for Medicaid eligible households, as testified by the applicant and provided in **Appendix F: Oren's Development Resolution of Approval.**

## CHERRY HILL TOWNSHIP ZONING ORDINANCE

Article X: Affordable Housing Procedural & Eligibility Requirements of the Cherry Hill Zoning Ordinance, as found in **Appendix G: Article X: Affordable Housing Procedural & Eligibility Requirements**, was adopted to ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing and to mandate inclusionary zoning that fosters minimum presumptive densities and presumptive maximum affordable housing set-asides. As such, the Ordinance requires that every multi-family development in the Township and any use (d) variance application for multi-family residential development provide a minimum of set-aside 20% for for-sale housing and a 15% set-aside for rental housing.

It is anticipated that this ordinance will address a portion of the Township's unmet need. Since 2005, the Township has captured at least 67 units, as required by this Ordinance. In addition, there is potential for development at two (2) separate sites (1) the Route 70 site (as noted in **Appendix D: CHLA Settlement Agreement**); and (2) the Victory site (located at 110 Woodcrest Road, aka Block 437.18, Lot 8).

Pursuant to the CHLA settlement, the Township is required to investigate whether the Route 70 site qualifies as an area in need of rehabilitation or redevelopment pursuant to the Local Housing and Redevelopment Law (LRHL) upon the property becoming substantially vacant. Further, the CHLA Agreement requires the Township to permit inclusionary development at either that site, or an alternate site (whereas if an alternate site is utilized, then the Route 70 site does not need to be utilized for inclusionary development), consistent with the terms of the CHLA Settlement Agreement. The Route 70 site is not currently vacant; however, it is anticipated that it will become vacant during the Third Round. The Victory Site has been declared an Area In Need of

Redevelopment but no plan has yet been developed and/or adopted by the Township for that site. Any plan which includes a residential component will be subject to the Township's inclusionary development ordinance.

Similar to the application of Article X, the Township also utilized Article IX: Fees, Guarantees, Inspections & Off-Tract Improvements of the Cherry Hill Zoning Ordinance, as found in **Appendix H: Article IX: Fees, Guarantees, Inspections & Off-Tract Improvements**, to collect Housing Impact Fees (HIFs) and Non-Residential Development Fees (N-RDFs).

As a qualified mechanism to meeting the Unmet Need, the collection of development fees is a mechanism that the Township has implemented since the 1980s.

As of January 2015, Cherry Hill Township has aggregated \$2,432,263.93 in AHTF dollars. 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 creating, maintaining and rehabilitating affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7 through 8.9 as described in the Township's adopted and approved Spending Plan, as found in **Appendix I: Spending Plan**, which promotes the housing proposed in this Housing Element & Fair Share Plan.

Within the residential zones of RA, RAPC, R1, R2, R3, R7, R10 and R20, residential developers, except for developers of the types of development specifically exempted, shall pay a fee of one and one-half (1.5%) percent of the equalized assessed value for residential development provided no increased density is permitted. Similarly, when an increase in residential density pursuant to N.J.S.A.

40:55D-70d(5) (known as a 'd' variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized.

Within all zones, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5%) percent of the equalized assessed value of the land and improvements pursuant to P.L. 2008, c.46.

Since 2005, the Township has, expended \$375,000.00 in housing activities, which includes \$350,000.00 for the development of Benedict's Place, a 74-unit, 100% affordable, rental housing development serving low-income, senior households; and \$25,000.00 for the acquisition and buy down of one (1) moderate-income affordable rental unit for ARHAT. As such, the collection of these fees has produced 75 affordable units in a 10-year period.

2014 REGIONAL INCOME LIMITS **APPENDIX A**

## NEW JERSEY COUNCIL ON AFFORDABLE HOUSING 2014 AFFORDABLE HOUSING REGIONAL INCOME LIMITS

		1 Person	*1.5 Person	2 Person	*3 Person	4 Person	*4.5 Person	5 Person	6 Person	7 Person	8 Person	Max. Increase** <i>Rents</i>	Max. Increase** <i>Sales</i>	Regional Asset Limit***
<b>Region 1</b> Bergen, Hudson, Passaic and Sussex	<i>Median</i>	\$59,095	\$63,317	\$67,538	\$75,980	\$84,422	\$87,799	\$91,176	\$97,930	\$104,683	\$111,437			
	<i>Moderate</i>	\$47,276	\$50,653	\$54,030	\$60,784	\$67,538	\$70,239	\$72,941	\$78,344	\$83,747	\$89,150	1.8%	0.00%	\$163,245
	<i>Low</i>	\$29,548	\$31,658	\$33,769	\$37,990	\$42,211	\$43,899	\$45,588	\$48,965	\$52,342	\$55,719			
	<i>Very Low</i>	\$17,729	\$18,995	\$20,261	\$22,794	\$25,327	\$26,340	\$27,353	\$29,379	\$31,405	\$33,431			
<b>Region 2</b> Essex, Morris, Union and Warren	<i>Median</i>	\$63,430	\$67,961	\$72,492	\$81,553	\$90,614	\$94,239	\$97,864	\$105,113	\$112,362	\$119,611			
	<i>Moderate</i>	\$50,744	\$54,369	\$57,993	\$65,242	\$72,492	\$75,391	\$78,291	\$84,090	\$89,890	\$95,689	1.8%	0.00%	\$173,844
	<i>Low</i>	\$31,715	\$33,980	\$36,246	\$40,777	\$45,307	\$47,120	\$48,932	\$52,556	\$56,181	\$59,806			
	<i>Very Low</i>	\$19,029	\$20,388	\$21,747	\$24,466	\$27,184	\$28,272	\$29,359	\$31,534	\$33,709	\$35,883			
<b>Region 3</b> Hunterdon, Middlesex and Somerset	<i>Median</i>	\$73,500	\$78,750	\$84,000	\$94,500	\$105,000	\$109,200	\$113,400	\$121,800	\$130,200	\$138,600			
	<i>Moderate</i>	\$58,800	\$63,000	\$67,200	\$75,600	\$84,000	\$87,360	\$90,720	\$97,440	\$104,160	\$110,880	1.8%	0.00%	\$199,936
	<i>Low</i>	\$36,750	\$39,375	\$42,000	\$47,250	\$52,500	\$54,600	\$56,700	\$60,900	\$65,100	\$69,300			
	<i>Very Low</i>	\$22,050	\$23,625	\$25,200	\$28,350	\$31,500	\$32,760	\$34,020	\$36,540	\$39,060	\$41,580			
<b>Region 4</b> Mercer, Monmouth and Ocean	<i>Median</i>	\$64,830	\$69,461	\$74,091	\$83,353	\$92,614	\$96,319	\$100,023	\$107,432	\$114,841	\$122,250			
	<i>Moderate</i>	\$51,864	\$55,568	\$59,273	\$66,682	\$74,091	\$77,055	\$80,018	\$85,946	\$91,873	\$97,800	1.8%	0.00%	\$174,209
	<i>Low</i>	\$32,415	\$34,730	\$37,046	\$41,676	\$46,307	\$48,159	\$50,012	\$53,716	\$57,421	\$61,125			
	<i>Very Low</i>	\$19,449	\$20,838	\$22,227	\$25,006	\$27,784	\$28,896	\$30,007	\$32,230	\$34,452	\$36,675			
<b>Region 5</b> Burlington, Camden and Gloucester	<i>Median</i>	\$57,050	\$61,125	\$65,200	\$73,350	\$81,500	\$84,760	\$88,020	\$94,540	\$101,060	\$107,580			
	<i>Moderate</i>	\$45,640	\$48,900	\$52,160	\$58,680	\$65,200	\$67,808	\$70,416	\$75,632	\$80,848	\$86,064	1.8%	0.00%	\$151,043
	<i>Low</i>	\$28,525	\$30,563	\$32,600	\$36,675	\$40,750	\$42,380	\$44,010	\$47,270	\$50,530	\$53,790			
	<i>Very Low</i>	\$17,115	\$18,338	\$19,560	\$22,005	\$24,450	\$25,428	\$26,406	\$28,362	\$30,318	\$32,274			
<b>Region 6</b> Atlantic, Cape May, Cumberland and Salem	<i>Median</i>	\$51,085	\$54,734	\$58,383	\$65,681	\$72,979	\$75,898	\$78,817	\$84,656	\$90,494	\$96,332			
	<i>Moderate</i>	\$40,868	\$43,787	\$46,707	\$52,545	\$58,383	\$60,719	\$63,054	\$67,725	\$72,395	\$77,066	1.8%	0.00%	\$136,680
	<i>Low</i>	\$25,543	\$27,367	\$29,192	\$32,841	\$36,490	\$37,949	\$39,409	\$42,328	\$45,247	\$48,166			
	<i>Very Low</i>	\$15,326	\$16,420	\$17,515	\$19,704	\$21,894	\$22,769	\$23,645	\$25,397	\$27,148	\$28,900			

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

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

\*\* This column is used for calculating the pricing for resale and rent increases for units as per N.J.A.C. 5:97-9.3. However, low income tax credit developments may increase based on the low income tax credit regulations. Landlords who did not increase rent in 2012 may increase rent by the combined 2012 and 2013 increase, or 3 percent.

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

Since the COAH Regional Income Limits for 2013 were higher than 2014 figures, the 2013 income limits, shown above, will remain in force for 2014 and until Regional Income Limits surpass the 2013 Regional Income Limits.

# JUDGMENT OF COMPLIANCE **APPENDIX B**

CERTIFIED TO BE  
A TRUE COPY

**JEFFREY R. SURENIAN AND ASSOCIATES, LLC**

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F I L E D  
BY JUDGE SUPERIOR COURT OF NJ  
JUL 22 2015  
NAN F. FAMULAR, J.S.C.

**ROBERT N. WRIGHT, JR. ESQUIRE (034382000)**

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Cherry Hill Zoning Board  
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FAIR SHARE HOUSING CENTER, INC.;  
CAMDEN COUNTY BRANCH  
OF THE N.A.A.C.P.; SOUTHERN  
BURLINGTON COUNTY BRANCH OF THE  
N.A.A.C.P.,

Plaintiffs,

v.

TOWNSHIP OF CHERRY HILL, NEW JERSEY;  
TOWNSHIP OF CHERRY HILL PLANNING  
BOARD; TOWNSHIP OF CHERRY HILL  
ZONING BOARD;

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
CAMDEN COUNTY

DOCKET NO: L -04889-01

PRIOR ROUND JUDGMENT OF  
COMPLIANCE AND REPOSE AND  
JUDGMENT APPROVING FINAL  
SETTLEMENT WITH FSHC ET AL

THIS MATTER having come before the Court at a Compliance and Fairness Hearing on July 21, 2015 to evaluate a proposed settlement between the parties to resolve all issues raised in this matter, including the Township of Cherry Hill's Compliance with its obligations under the Fair Housing Act in the presence of Philip B. Caton, P.P., AICP, Court Appointed Master; Peter J. O'Connor, Esq., and Kevin Walsh, Esq. of Fair Share Housing Center, counsel for Plaintiffs;

Jeffrey R. Surenian, Esq. of Surenian and Associates, counsel for Defendant, Cherry Hill Township; Robert N. Wright Jr., Solicitor and Erin Gill, Deputy solicitor, attorneys for Defendants, Cherry Hill Township; and Allen S. Zeller, Esq., counsel for Defendant Cherry Hill Planning Board; and

WHEREAS, the Court scheduled the above matter for a Compliance Hearing which was to commence on June 24, 2015 to determine whether the Township of Cherry Hill ("Township") was in compliance with its Prior Round obligations under the Fair Housing Act and related issue; and

WHEREAS, at a case management conference on June 9, 2015, the parties informed the Court that all issues in the above captioned matter had been resolved to the satisfaction of the parties and the parties jointly requested the Court schedule the proposed settlement, attached hereto as Exhibit B (Settlement Agreement), for a Compliance and Fairness Hearing;

WHEREAS, by Order dated June 25, 2015 the Court approved the form of Notice of the Compliance and Fairness Hearing, and scheduled said hearing for July 21, 2015; and

WHEREAS, the Court approved Notice of Compliance and Fairness Hearing was published in the Courier Post on June 20, 2015, provided to all parties in the matter, and sent via regular and certified mail to affordable housing providers within COAH Region 5; and

WHEREAS, the Settlement Agreement and related documents were made available for public review in the Township Clerk's office as well the Township's website on June 20, 2015 and at all times thereafter; and

WHEREAS, the Notice of Compliance provided that objections to the Settlement Agreement were to be filed with the Court and provided to all parties to this matter on or before July 10, 2015; and

WHEREAS, no objections were filed or received to the proposed Settlement Agreement; and

WHEREAS, on July 14, Philip B. Caton, P.P., AICP, Court Appointed Master, issued a report evaluating the Settlement Agreement in accordance with the standards and procedures set forth in Morris County Fair Housing Council v. Boonton Twp., 197 N.J. Super 359 369-71 (Law Div. 1984) and East/West Venture v. Bor. Of Fort Lee 286 N.J. Super 311 (App Div. 1996) and recommended that the Court approve the Settlement Agreement between Plaintiffs and Defendants; and

WHEREAS, the Court Master's July 14, 2015 report recommended the entry of a Judgment of Compliance and Repose for the Township's Prior Round Obligation; and

WHEREAS, the Court has considered the argument of counsel, papers filed including joint exhibits marked into evidence as Exhibits J-1 to J-9 together with their attached exhibits and testimony placed the record on July 21, 2015; and for good cause shown;

IT IS on this 22<sup>nd</sup> day of July, 2015 Ordered and Adjudged as follows:

1. The recommendations, findings and determinations of the Court's Master set forth in his report dated July 14, 2015 and attached hereto as Exhibit J-7 in evidence are hereby accepted and adopted in full by the Court and are incorporated by reference herein as if set forth herein at length.
2. Based on the Special Court's Master's July 14, 2015 Report it is hereby determined and adjudged that specific terms and conditions of the Settlement Agreement dated June 18, 2015 between the parties which was the subject matter of the Fairness Hearing of July 21, 2015, attached hereto as Exhibit J-6 in evidence, are determined and adjudged to be fair and reasonable to low and moderate income households in accordance with the standards and procedures set forth in Morris County Fair Housing Council v. Boonton Twp., 197 N.J. Super 359 369-71 (Law Div. 1984) and East/West Venture v. Bor. Of Fort Lee 286 N.J. Super 311 (App Div. 1996) and thereby the Settlement Agreement is approved and all of the

terms of the Settlement Agreement whether or not specifically referenced in this order are legally binding on all parties to the Settlement Agreement.

3. Judgment of Compliance and Repose for the Township's Prior Round Obligation is hereby entered in favor of Defendants formally declaring that the Defendants have satisfied their obligations with respect to the Prior Round Obligation component of the Township's fair share covering the affordable housing obligations of the Township for COAH Rounds 1 and 2 (hereinafter "Prior Round Obligation"), subject to the terms set forth below.
4. The Court hereby declares that the Township has satisfied its Prior Round Obligation as set forth in Exhibit A to the Settlement Agreement (Exhibit J-6 in evidence). The Township shall be entitled to the Prior Round credits, including bonus credits, as set forth in the Settlement Agreement.
5. The Court hereby declares the Township is entitled to a vacant land adjustment in accordance with the N.J.A.C. 5:93-4.2.
6. The Court finds and declares that the Township's Realistic Development Potential (RDP) is fixed and is hereby established at a total of 1,744 units and shall not be revisited absent a substantial changed circumstance as set forth in the Settlement Agreement.
7. The Court hereby agrees with and affirms the August 26, 2014 Resolution of the Council on Affordable Housing (COAH) determining that \$2,500,000 of the Township's Affordable Housing Trust Funds are properly committed for the purposes of compliance with N.J.S.A. 52:27D-329.2 and 329.3 (
8. The Court hereby authorizes the Township to enter into a Developer's Agreement with Fair Share Housing Development, Inc. or its designee to utilize \$1.6 million dollars and \$250,000.00 towards affordability assistance for special needs housing at the Evans-Francis Estates development. The aforesaid \$250,000 is in addition to the \$1,600,000, as set forth in the Settlement Agreement. The source of these funds is the Township's Affordable Housing

Trust Funds, and upon execution of the above Developer's Agreement, the \$1.6 million and \$250,000 shall also be determined and adjudged to be committed pursuant to N.J.S.A. 52:27D-329.2 and 329.3 (Committed Funds). By entry of this Judgment, the Township's Affordable Housing Spending Plan shall be deemed amended consistent with the provisions of the Settlement Agreement and the terms of this Judgment.

9. In the event that Fair Share Housing Development, Inc., or its Evans-Francis Estates project designee, is unable to secure State and/or Federal rent subsidies for the 14 special needs units at Evans-Francis Estates prior to closing, and in view of the low rents projected to be charged for units occupied by people with special needs (affordable at 20% of AMI), Cherry Hill Township is approved and authorized to use from said Committed Funds of its Affordable Housing Trust Funds to provide an additional grant of \$250,000 to Fair Share Housing Development, Inc., or its Evans-Francis Estates project designee, which funds shall be used to pay staff who coordinate services for or otherwise directly assists persons with special needs. The \$250,000 additional grant shall be disbursed at the rate of \$25,000 annually for a period of ten years to EFE on or before January 1 of each year beginning on the January 1 following the first year that units of the project are occupied. The \$250,000 is hereby determined and adjudged to be part of the Committed Funds committed pursuant to N.J.S.A. 52:27D-329.2 and 329.3.
10. The Township shall take such necessary steps in implementing the Township's 2014 amendment to the 2011 Housing Element and Fair Share Plan as set forth in the Settlement Agreement and Master's Report with 45 days of the entry of the Judgment of Repose and Compliance. The parties recognize and acknowledge that the ordinances to be adopted as part of the implementation of this paragraph may not be effective within the 45 days provided herein. As such, provided the Township introduces the ordinances within the 45 days provided herein, and adopts said ordinances within 60 days of this order, the Township shall be deemed to be in compliance with this provision.
11. As part of the Township's preparation and adoption of a Housing Element and Fair Share Plan to address the Township's Third Round Obligation, the Township shall amend its Prior

Round obligation consistent with this Judgment and the Settlement Agreement no later than five months from the date of the Township's filing of its Third Round declaratory judgment action.

12. This Order extinguishes and vacates any restraints or prior orders that may exist on the development of land such as, by way of example, the restraining order dated December 2, 2008, the settlement and approving order, dated March 1993 and any other order that may be construed to impose a restraint.
13. The Township shall as set forth in the Settlement Agreement maintain the requirement that all multi-family development in the Township approved for development hereafter shall have a set-aside of 15 percent if the affordable units are for rent and shall have a set aside of 20 percent if the affordable units are for sale and shall further institute the overlay zoning as required on the Syms site no later than January 1, 2016 as set forth in the Settlement Agreement.
14. The restrictions placed upon the use of the Township's Affordable Housing Trust Fund for the payment of administrative expenses contained in the paragraphs 7 and 8 of the June 14, 2012 Order entered in this matter are hereby vacated and lifted. The Township may use up to 20% of all funds ever earned, collected and deposited into the Affordable Housing Trust Fund starting from the inception of the fund for permitted administrative expenses in conformance with an approved spending plan.
15. The Township is hereby granted a final judgment repose and immunity from exclusionary zoning lawsuits for its Prior Rounds (First and Second Rounds) affordable housing obligation for a period of 10 years starting from the entry of this Order.
16. The Township will enjoy the same rights and obligations as afforded municipalities with "participating" status before the NJ Council on Affordable Housing as set forth in the March 10, 2015 Supreme Court decision in order to seek a judicial determination on Third Round compliance.

17. The within Judgment fully disposes of and adjudicates all affordable housing issues associated with the Township's Prior Round Obligation pursuant to the Fair Housing Act as well as all other issues and claims asserted and alleged in the within captioned litigation as set forth in the Settlement Agreement. The said Complaint is hereby dismissed with prejudice and without costs.



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Honorable Nan S. Famular, P.J.Ch..

FSHC SETTLEMENT AGREEMENT **APPENDIX C**

**FSHC & Camden and Southern Burlington County Branches  
of NAACP v. Cherry Hill Township et al  
SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into this \_\_\_\_ day of June, 2015, by and between Fair Share Housing Center, a non-profit organization, with a business address of 510 Park Boulevard, Cherry Hill, New Jersey, 08002 ("FSHC") individually and on behalf of its clients Camden County Branch of the N.A.A.C.P. and Burlington County Branch of the N.A.A.C.P. (collectively "Plaintiffs"); Fair Share Housing Center Development, Inc. ("FSHD") and Evans Francis Estates, L.P. ("EFE") being related entities with a common business address of One Ethel Lawrence Blvd., Mount Laurel, NJ 08054\_ and the Township of Cherry Hill (the "Township"), a New Jersey municipal corporation situated in the County of Camden, with a business address of 820 Mercer Street, Cherry Hill, New Jersey 08002, and the Planning and Zoning Boards of the Township (collectively "Defendants").

WITNESSETH:

WHEREAS, in 2001 Plaintiffs filed a Mt. Laurel lawsuit against the Township, Cherry Hill Planning Board and Zoning Board, in 2001 seeking to have the Township found in violation of the Fair Housing Act and other related claims in the matter captioned Fair Share Housing Center Inc., et al v. Cherry Hill Township et al, Docket No. CAM-L-4889-01

WHEREAS, FSHD and EFE file a related prerogative writ action captioned Evans Francis Estates Associates, LP v. Cherry Hill Township Planning Board, Docket No. L-1249-11;

WHEREAS, This Agreement is entered under a unique set of facts and circumstances including at least the following: (1) that we are in a period of uncertainty in view of the fact that COAH has not adopted valid Third Round regulations, thus prompting the New Jersey Supreme Court in its March 10, 2015 decision to hold that COAH, the administrative forum, is not

functioning as intended by the Fair Housing Act and that towns must now subject themselves to judicial review for Mt. Laurel constitutional compliance as was the case before the FHA was enacted; (2) that the parties anticipate that the Third Round process will precipitate extensive litigation that may cause further uncertainty; (3) that the Township, the Planning and Zoning Boards and Plaintiff have agreed upon the terms of this Agreement to resolve the pending litigation during this period of great uncertainty; (4) that clearing any obstacles contained in the Settlement Agreement advances the opportunity for the provision of affordable housing both at EFE and elsewhere in the Township; (5) that if this Agreement is not approved by the Court, the likelihood of the construction of affordable housing will be diminished; (6) that this Agreement is intended to not only create a realistic opportunity for a substantial amount of affordable housing, but also to facilitate the provision of housing that is affordable to very low-income persons; and (7) that, under current status of this Agreement, there may be a surplus of affordable units beyond the Township's Round One and Two Mt. Laurel obligations that will apply to Round Three and the within Agreement may contribute to additional units to address the needs of low and moderate households in Round Three.

WHEREAS, to amicably resolve all of the issues associated with the objection to the Township's Affordable Housing Plan, the Defendants and Plaintiffs have reached this Agreement which (1) recognizes the existence of affordable units in the Township as of this date and provides for additional affordable units, as set forth as set forth herein and summarized in Exhibits A and B and (2) provides for a process of court review and approval through a fairness hearing for the Township's Prior Round obligation to resolve this litigation and a process for the Township to develop a fair share plan and seek court review for its Third Round obligation:

**NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, TERMS, AND CONDITIONS SET FORTH HEREIN, INTENDING TO BE LEGALLY BOUND HEREBY, PLAINTIFFS AND DEFENDANTS AGREE AS FOLLOWS:**

**1. *Global Nature of Settlement***

- A. Plaintiffs and Defendants (“the parties”) intend the settlement to resolve all pending, threatened, contemplated or non-contemplated litigation for all damages or issues among the parties including all those related to rounds I, II and III except as set forth in Section 6. Accordingly, the plaintiffs’ lawsuit challenging the Township’s Mount Laurel efforts (Fair Share Housing Center Inc., et al v. Cherry Hill Township et al, Docket No. CAM-L-4889-01) and the prerogative writ action captioned Evans Francis Estates Associates, LP v. Cherry Hill Township Planning Board, Docket No. L-1249-11 lawsuit will be dismissed with prejudice. The Township will receive a judgment of compliance and repose as to the Prior Round (as used herein “Prior Round” shall include Round I and Round II) of its fair share obligations and afforded the same rights and obligations as afforded towns with participating status before the Council On Affordable Housing (“COAH”) under the March 10, 2015 Supreme Court decision to seek a judicial determination on Third Round compliance. Plaintiffs shall execute a general release as to all claims, actions and suits relating to or pertaining in any way to the pending litigation or to any threatened or contemplated or non-contemplated litigation emanating from Mount Laurel/COAH rounds 1 and 2 as well as any claims, demands, liabilities and suits relating to the federal or state civil rights legislation, federal or state fair housing laws or related legislation (hereinafter Litigation). This agreement provides for certain funds being committed with regard to Evans-Francis Estates. With the exception of those funds, Plaintiffs waive their claims to any other funds. The parties agree not to move for attorney fees or costs of litigation.
- B. Plaintiffs, individually and collectively, shall be defined as Fair Share Housing Center (“FSHC”), Camden County Branch of NAACP, and Southern Burlington County Branch of NAACP, Fair Share Housing Development (“FSDH”), Evans Francis Estates Associates, LP (“EFE”). As to the Council of Churches, which was a party to the Mount Laurel litigation filed against Cherry Hill in 1985, FSHC will provide any contact information it may have and the parties will notice this entity so that it can take whatever position it deems fit at a fairness hearing. The Township will provide notice in accordance with the standards created by the Appellate Division in East/West Venture v. Bor. of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996) and the settlement shall bind non-parties. Defendants include Cherry Hill Township, the Cherry Hill Township Planning Board and the Cherry Hill Township Zoning Board. The Defendants are collectively referred to herein below as the “Township,” “Cherry Hill,” or “Cherry Hill Township.”
- C. The parties have negotiated and agreed upon certain concepts and terms to be contained within the Township’s Third Round Compliance Plan. Therefore, Plaintiffs are barred

from raising objections relative to issues that could have been raised or brought or that have been resolved by this settlement such as, by way of example, the manner in which the parties have agreed to handle the Woodcrest Country Club, Springhouse Farm, Springdale Farm, Croft Farm, Merchantville Country Club, and Apostolic Church sites, the identification of the Township's RDP, the satisfaction of the Township's Prior Round obligations, as well as any other issue or matter in dispute that is specifically addressed in this settlement Agreement, or was addressed in the various objections filed by Plaintiffs, or in any pleadings filed in this matter, or addressed in the Master's June 5, 2015, and prior Reports shall be deemed fully and finally resolved and not subject to being reopened.

- D. Plaintiffs have been made aware of the terms of the settlement Agreement between the Township and Cherry Hill Land Associates which is being approved contemporaneous to this Agreement, and is included as Exhibit C to this Agreement. Being fully aware of the terms of that agreement, Plaintiffs do agree to support the approval of that settlement agreement, provided that the agreement results in at minimum 90 family rental affordable units as described further below in section 4.
- E. Plaintiffs agree not to oppose Township efforts to maintain immunity from Mt. Laurel litigation in this matter and in the declaratory judgment action which the Township intends to file on or before July 8, 2015 seeking a declaration that the Township has complied with its Third Round obligations. The Township agrees to move to continue immunity in the declaratory judgment action the Township intends to file on or before July 8, 2015 for immunity, and Plaintiffs agree not to oppose, or support any party opposing the Township's motion for immunity.
- F. If either Plaintiffs or Defendants allege a default or breach under the agreement, that shall not become a basis to reopen these issues or this settlement, which is deemed to be final for all purposes. Rather, in the event of an alleged default, the non-defaulting parties shall provide notice of said purported default to the purported defaulting party/parties. Upon receipt of such notice, the allegedly defaulting party shall within thirty (30) days thereof or within such other time as may be determined by the Court to be reasonable, shall either admit or contest the claim that there has been a default. In the event the purportedly defaulting party/parties contests that there has been a default, the non-defaulting parties shall be free to make a motion to secure a declaration of default. If the parties agree there has been a default or if the non-defaulting parties secure a declaration of default, the defaulting party/parties shall be given a reasonable time to cure. If the defaulting party/parties fails to cure in a reasonable period of time, the non-defaulting parties shall be free to bring a motion in aid of litigants' rights limited to the enforcement of the provision related to which a default has occurred and shall not entitle the non-defaulting parties to seek to alter the terms of this settlement. All Plaintiffs or Defendants shall have the right to, individually or collectively, enforce any portion of this agreement pursuant to this paragraph.
- G. Effective Date of Agreement:  
The terms set forth in this Agreement shall become effective upon the completion of the fairness hearing referenced above and the entry of a Judgment of Repose relative

to the Townships' Prior Round Obligation. The proposed order granting repose shall be agreed upon by the parties prior to the fairness hearing in this matter. As further set forth below, this Agreement contemplates actions being taken by both parties in furtherance of this Agreement prior to the ability to schedule a fairness hearing. By entering into this Agreement the parties represent that they believe it will be approved by the Court and agree to proceed in good faith in implementing this Agreement in reliance upon those representations. Should the Agreement not be approved by the Court, the parties reserve their right to rescind any action taken in anticipation of the Court's approval. If an appeal is filed of the court's approval or rejection of this agreement, the parties agree to defend this agreement on appeal, including in proceedings before the Superior Court, Appellate Division and New Jersey Supreme Court, and to continue to implement the terms of this agreement if the agreement is approved before the trial court unless and until an appeal of the trial court's approval is successful at which point the parties reserve their right to rescind any action taken in anticipation of the Court's approval.

F. All parties shall have an obligation to fulfill the intent and purpose of this Agreement.

## **2. *Prior Round Obligation***

The parties agree to support the entry of a Judgment of Repose relative to the Township's Prior Round Obligation based on the parties' agreement that the Township has fully satisfied its Prior Round Obligation as follows:

- The Township shall address its full Prior Round obligation of 1,829 units through demonstrating credits that satisfy the full 1,829 unit obligation.
- The parties agree that the Township's full 1,829 unit obligation shall be satisfied based on the following components:
  - The Township has demonstrated that it has 187 prior cycle credits, as shown in Exhibit A to this Agreement.
  - The Prior Round obligation after prior cycle credits is thus 1,642.
  - The RDP attributed to the Prior Round obligation is 1,465, as described further in section 3 below.
  - The Township has a prior round unmet need of 177 units.

The parties agree that the Township has fully satisfied its prior round RDP and that the overlay sites in the 2011 Housing Element and Fair Share Plan (HEFSP), as amended in 2014, through adoption of overlay zoning specified at p. 13 of the 2014 Amendments to the HEFSP at Golden Triangle, PATCO, the Hotel Site, Woodcrest Shopping Center, Kimco – Brace Road, and Kimco – Route 70, suffice to meet its prior round unmet need. Exhibit A attached hereto sets forth the means by which the Township has fully satisfied its Prior Round Obligation.

The parties recognize that there is unresolved information at the time of the execution of this settlement as to the exact number of creditable units in the St. Mary's site referenced in Exhibit A, and that there may be as many as five fewer creditable units at St. Mary's than the 152 referenced in Exhibit A. If that is determined to be the case, the parties agree that the overlay sites in the 2011 Housing Element and Fair Share Plan (HEFSP), as amended in 2014, still suffice to meet any increased resulting unmet need from the smaller number of creditable units at St. Mary's.

The parties recognize that the manner in which this Agreement and Exhibit A show the Township satisfying its Prior Round Obligation differs in several respects from the Township's 2011 Housing Element and Fair Share Plan (HEFSP), as amended in 2014, both due to the resolution of disputed issues (e.g. the size of the Prior Round Obligation, the RDP, the disposition of the 1993 unmet need sites, and the crediting of Evans-Francis Estates) and to new information that has arisen since the most recent amendments to the HEFSP (e.g. the number of prior cycle credits the Township is eligible for). The parties agree that the Township, if this Agreement is approved in the Fairness Hearing and a Judgment of Repose is entered, shall as part of and on the timetable required for the Adoption of a Round Three Plan described below, amend its HEFSP and enact or amend any other necessary ordinances or resolutions to reflect that the Township is complying with its Prior Round Obligation in the manner set forth in this Agreement and Exhibit A and not in any other manner. The parties also agree that the Township shall adopt zoning for the overlay sites in the 2011 Housing Element and Fair Share Plan (HEFSP), as amended in 2014, namely Golden Triangle, PATCO, the Hotel Site, Woodcrest Shopping Center, Kimco – Brace Road, and Kimco – Route 70, consistent with the acreage, density, set-aside, and yield of affordable units on p. 13 of the 2014 Amendments to the HEFSP, within 45 days of the entry of a Judgment of Repose for the Township's Prior Round Obligation.

Upon execution of this agreement, Plaintiffs agree not to raise an objection in any matter or any forum to the determination of this Prior Round Obligation, nor the validity or applicability of the Prior Round credits, as set forth in Exhibit A attached hereto. Upon the entry of a Judgment of Repose, this determination shall be a final determination binding upon non-parties.

### **3. *RDP and the Five Unmet Need Sites From 1993 Stipulation of Settlement***

The parties agree that land is a scarce resource within the Township and that the Township is eligible for an adjustment in accordance with N.J.A.C. 5:93-4.2. The parties agree that the Township's cumulative RDP is 1,744, and agree that they will seek as part of the fairness hearing an order from the Court establishing the Township's RDP as such. The basis for this cumulative RDP is as follows:

- The Township's 2011 Housing Element and Fair Share Plan (HEFSP), as amended in 2014, calculates an RDP of 1,340 units.

- The parties agree that the RDP for Woodcrest Country Club, which had been calculated in the HEFSP as 155, shall instead be 216, increasing the RDP to 1,401 units.
- The parties agree that the RDP for Croft Farm, which had been calculated in the HEFSP as 0, shall instead be 64, increasing the RDP to 1,465 units, which shall be the RDP to be satisfied by the Township to support the entry of a Judgment of Repeal for its Prior Round Obligation.
- The parties agree that the five unmet need sites from the 1993 Stipulation of Settlement shall going forward be included in the RDP analysis and that such inclusion shall fully satisfy any obligation the Township may have to utilize such sites for affordable housing, as follows:
  - Woodcrest Country Club has become available for development and therefore has been assigned an RDP as set forth above.
  - Springhouse Farms shall be excluded from consideration for a RDP because it is on the State of New Jersey's Recreational and Open Space Inventory (ROSI).
  - As to the remaining three sites (Springdale Farm, Apostolic Church and Merchantville Country Club), the parties agree to an assignment of an RDP on those properties as follows and as also set forth on Exhibit B to this agreement. The Township shall satisfy the RDP arising from these three sites as part of its Third Round declaratory judgment action, as described further in section 4 of this Agreement.
    - i. Springdale Farms has an RDP of 86 units.
    - ii. Apostolic Church is assigned an RDP of 127 units.
    - iii. Merchantville Country Club is assigned an RDP of 66.

The parties agree that the RDP is fixed and shall not be revisited absent a changed circumstance as contemplated by the New Jersey Supreme Court's decision in Fair Share Housing Center v. Tp. of Cherry Hill, 173 N.J. 303 (2002). Example: Sites A, B and C are included within the RDP, and Site D is excluded from the RDP. Sites A, B and C shall not be included in any way in the calculation or satisfaction of the Township's Third Round Obligation or any future obligation thereafter. Subject to the limitations set forth herein, Site D, however, may trigger an RDP if there is a changed circumstance such as occurred with the Garden State Park parcel, triggering an RDP from that site.

Further, Plaintiffs agree to not raise any objections in this matter, in the anticipated declaratory judgment action, or any other legislative, judicial or administrative forum to the establishment of this RDP, or seek to have any further affordable housing obligation generated due to the development or availability of any site that has been assigned an RDP. Further, Plaintiffs shall not be free to pursue an increase of the 285-

RDP previously assigned to the Racetrack absent an increase in the total number of units to be developed at the Racetrack.

Upon the entry of a Judgment of Repose, this determination of RDP and the limitations upon revisiting RDP shall be a final determination binding upon non-parties.

#### **4. Round 3 Compliance.**

- a. The Township agrees to file a declaratory judgment action no later than July 8, 2015 on the schedule established by the March 10, 2015 Supreme Court decision.
- b. As to the 1999-2025 determination of need for Cherry Hill Township, the parties agree that the preliminary determination of prospective need exceeds 1,000 units, and therefore the Township's Third Round obligation is 1,000 based on the applicability of the 1,000 unit cap, leading to a cumulative (First, Second, and Third Round) prospective need obligation of 2,829, subject to the following:
  - i. The Township agrees to comply with the applicable statute, rules, and case law involving the 1000-unit cap. Plaintiffs agree that the credits shown on the attached Exhibit B cumulative obligation that are not included on the attached Exhibit A Prior Round obligation, namely 76 planned/approved age-restricted units at Garden State Park, 2 units at Regency Court, 23 units from ProBuild, and the anticipated 90 units from the settlement Agreement between the Township and Cherry Hill Land Associates which is being approved contemporaneous to this Agreement, because they are not constructed at the time of this agreement, shall be credited against the Third Round prospective need 1000-unit cap rather than being credited prior to the application of that cap.
  - ii. The Township may amend this preliminary determination of need and third round plan to address less than a 1,000 unit obligation if:
    1. There is a change in any regulation or statute that renders the Township's Third Round prospective need to be less than 1,000 units;
    2. There is a final unappealable judicial determination that would result in Cherry Hill Township having a third round obligation less than 1,000 units.
  - iii. Plaintiffs acknowledge that, pursuant to the above section 3, the Township's cumulative RDP has been established as 1,744 units. As such, Plaintiffs agree not to object or support any objection to the treatment of the Townships' remaining cumulative obligation beyond the 1,744 unit RDP established in the attached as unmet need.
  - iv. Plaintiffs acknowledge that the Township has 187 prior cycle credits, provided that, as referenced above in section 2, there may be a de minimus reduction in the number of prior cycle credits as a result of the exact calculation of units at the St. Mary's site, which calculation shall be finalized as part of the Round Three Plan discussed below. Plaintiffs shall not object in the Third Round proceeding to those prior cycle credits being either deducted from the cumulative obligation prior to the RDP calculation,

or being used to satisfy the cumulative RDP, so long as (a) the age-restricted cap of 25 percent is applied against the cumulative obligation with no deduction for prior cycle credits, for a cumulative cap of 707 age-restricted units; and (b) the bonus cap of 25 percent is applied against the 1,744-unit RDP, for a cumulative cap of 437 bonuses, and no bonuses are awarded for prior cycle credits.

c. Within five months of the filing of said declaratory judgment action, the Township shall take such actions necessary to implement the terms and conditions of this Agreement, including but not limited to Adoption of a Round Three Plan which includes the following:

1. Meeting the Township's Present Need, or Rehabilitation, obligation as determined based on utilizing COAH's Prior Round methodology with updated Census data, with the obligation as thereby determined to be met pursuant to the rental and for-sale rehabilitation mechanisms provided for in the July 12, 2012 shared services agreement between the Township and the Camden County Home Improvement Program.

2. Addressing the Round Three obligation as a cumulative obligation addressed through already specified compliance mechanisms as set forth in Exhibit B, including but not limited to delineating specific sites for at minimum 90 family rental units from the settlement of the litigation between Cherry Hill Land Associates and the Township of Cherry Hill, included as Exhibit C to this Agreement, that are developed within inclusionary developments not previously included in Cherry Hill's Fair Share Plan, and which include at minimum 12 units affordable to very-low-income families and otherwise comply with the terms of Exhibit C.

3. Addressing the remaining unsatisfied obligation/unmet need as set forth in Exhibit B through:

a. Proposed redevelopment designations, overlays and/or rezoning of properties consistent with the provisions set forth in this Agreement. The Township shall consider the inclusion of overlays on sites that Plaintiffs recommend to the Township no later than August 31, 2015.

The Township shall report on its review of the sites proposed to the Township by Plaintiffs as part of its Round Three Plan, and its reasons for including the sites or rejecting the sites in favor of other mechanism to meet unmet need. The Special Master shall review whether the Township's response is acceptable in the context of the Township's overall plan to meet unmet need. If the Special Master finds that the Township's response is acceptable, Plaintiffs shall have no further rights to participation in the declaratory judgment action as regards to the sites proposed absent changed circumstances on these sites as referenced in section 3 above.

- b. Implement the unmet need mechanisms proposed in the Township's 2011 Plan as amended by the 2014 Amendments including the overlay zoning specified at p. 13 of the 2014 Amendments at Golden Triangle, PATCO, the Hotel Site, Woodcrest Shopping Center, Kimco – Brace Road, and Kimco – Route 70 which shall be adopted as set forth above in Section 2.
  - c. Overlay zoning on the Syms site, which shall be substantially similar with regard to use, density, and other provisions to the zoning provided in the 2014 plan for the Hotel Site, which appears at Exh. C to that plan, §2000 et seq.
  - d. For additional compliance mechanisms, the Township agrees to rely on N.J.A.C. 5:93 with regard to compliance mechanisms specifically described therein. For additional compliance mechanisms to address unmet need, the Township agrees to rely on the additional unmet need mechanisms permitted pursuant to N.J.A.C. 5:93-4.2.
4. Maintenance of Ordinance 2015-8 which requires in all multi-family development in the Township a set-aside of 15 percent if the affordable units are for rent and 20 percent if the affordable units are for sale with criteria and options for satisfaction of the need as spelled out in the ordinance, provided that in the event provisions in that ordinance conflict with other terms of this agreement, Plaintiffs shall not be barred from enforcing those terms.
  5. No more than 25% of the Township's cumulative prospective need obligation of 2,829 may be met using age-restricted housing.
  6. The Township shall claim no more than 437 bonuses, or 25 percent of its 1,744 unit RDP, which bonuses the parties acknowledge based on the credits in Exhibit B are available to the Township for its Third Round RDP regardless of whether the bonus calculations in N.J.A.C. 5:93 or N.J.A.C. 5:97 are utilized. If the RDP is increased based on a changed circumstances as contemplated section 3, there shall be a corresponding increase in the permitted bonuses, not to exceed 25% of the Township's revised RDP.
  7. 13% of the Township's Third Round prospective need obligation of 1,000 will be met through very low income housing and the Township shall provide for a lookback at least once every three years to make sure this provision is complied with for the units built during that period. Plaintiffs reserve their right to argue in the Third Round proceeding and as part of any required lookback proceeding that half of the required percentage of very low income units are required to be made available to families in one, two, and three bedroom units. The Township reserves the right to argue to the contrary. These arguments may be obviated by actions taken by the Township in connection with its adoption of a Third Round plan if

the Township actually makes half of the required percentage of very low income units available to families in one, two, and three bedroom units.

- d. Plaintiffs, in consideration of the agreements made herein regarding the Third Round, agree to waive their right to participate in the Third Round declaratory judgment action contemplated to be filed by the Township to demonstrate its compliance with its Third Round fair share obligations (“DJ Action”).
- e. Notwithstanding Paragraph d. above, Plaintiffs shall remain on the service list for such DJ Action and may participate in DJ Action solely for the following enumerated purposes:
  - i. To assert that the provisions with regard to the Third Round set forth in this agreement are not being adhered to;
  - ii. To the degree that the Township seeks to rely upon mechanisms to satisfy its cumulative fair share obligation not specifically delineated in N.J.A.C. 5:93 and/or requiring a waiver of N.J.A.C. 5:93, to object to such reliance;
  - iii. To the degree that the Township seeks to provide fewer than 50 percent of its Third Round prospective need obligation, or fewer than 50 percent of the 13 percent of its Third Round prospective need as units available to families, Plaintiffs may argue the Township is legally bound to meet these minimums;
  - iv. Proceedings to otherwise enforce this agreement.
- f. Nothing contained herein shall bar Plaintiffs from participating in proceedings filed by other municipalities involving the calculation of a Third Round fair share obligations which involve the determination of the regional need and any proceeding involving regional need in which the fair share obligation of Cherry Hill may be implicated.

### ***5. Trust Fund Issues***

By entry of the Judgment of Repose in this matter, the parties agree that all claims that have been raised or that could have been raised by Plaintiffs relative to the collection of development fees and administration of the Townships Affordable Housing Trust Fund have been adjudicated and the parties shall abide by that adjudication. Any claim or issue which was raised but not directly ruled upon by the Court shall be deemed dismissed by Plaintiffs with prejudice.

The Consent Order Approving Cherry Hill Township’s May 29, 2012 Spending Plan and Granting Other Relief dated June 14, 2014, shall be amended upon the entry of a Judgment of Repose in this matter such that the restrictions set forth in paragraph 9 shall be lifted and the Township shall be able to pay for eligible administrative expenses out of its Affordable Housing Trust fund in accordance with applicable regulations.

### ***6. Administration***

Before the fairness hearing on this settlement, Plaintiffs can visit the Township and inspect the books and practices of the Township with respect to UHAC affirmative marketing and

income certification requirements. If Plaintiffs identify any issue with same, the Township will review Plaintiffs' comments with the Master and Plaintiffs to address the concerns and will take the necessary steps recommended by the Master to ensure prospective compliance with UHAC regulations. Further, and also prior to the fairness hearing on this settlement, the Township will take the necessary steps recommended by the Master in order to address the concerns raised by the Master in his June 5, 2015 report in this matter regarding Gesher, Saltzman and St. Mary's senior housing.

## **7. *Entire Controversy***

This settlement and agreement resolves all claims which the plaintiffs now have, have asserted or which could have been asserted in the within pending litigation, the prerogative writ litigation and all disputes relating to the pending Cherry Hill Housing Element and Fair Share Plan and Spending Plan, except as specifically set forth in this settlement and Agreement and as set forth in the general release. This settlement also resolves all other claims, demands, liabilities, suits and actions that plaintiffs or their attorneys have asserted or which could have been asserted or which relate in any way to the Litigation and releases the Cherry Hill defendants, its past or present officials (elected or otherwise), officers, agents, employees, attorneys, predecessors, successors and assigns. This settlement is intended to release with prejudice all claims resulting from anything which has happened up to now, whether based on negligence, gross negligence, intentional or any other conduct, contract claims and including contribution and indemnity claims and is further intended to release all claims that were or could have been asserted in the Litigation or in any way related to the Litigation including those plaintiffs are not aware of and those not mentioned in this settlement and agreement.

## **8. *Immunity***

Protection runs for the period of time established in Paragraph 1.

## **9. *Evans Francis Estates***

The Township agrees for the next 10 years to provide the following support to Fair Share Housing Development for the 54-unit affordable housing development located on Block 521.17, Lot 40, (hereinafter "Evans Francis Estates" or EFE"), which Plaintiffs acknowledge is the necessary and appropriate support for the project:

- a. The issues regarding the site plan approvals for Evans Francis Estates have been resolved. The plans have been perfected and will be signed within 5 days of the payment of \$14034.19 in outstanding professional fees. Thereafter EFE agrees to comply with the applicable escrow provisions of the Townships' ordinances and State Law.
- b. The project shall be included in the Township's Prior Round and Third Round plans, as set forth in Exhibits A and B.

- c. The Township will provide a resolution of need in the form attached as Exhibit D to this Agreement in support of the project's tax credit application on or before July 15, 2015.
- d. Fair Share Housing Development has demonstrated the need for development funding from the Township's affordable housing trust fund in the amount of \$1.6 million. Need was demonstrated based on the review of the development's pro forma and the determination, that said funding is necessary to fill the gap in available Federal or State funding. Prior to the Fairness Hearing, the Special Master shall review the pro forma and confirm. Upon entry of the Judgment of Repose, an amendment to the Township's Spending Plan shall be approved as follows:
  - i. Any funds allocated to FSHD Affordable Housing shall be increased to \$1,600,000 and any reference to "Evans Francis Estates and Garden State Park" shall be replaced with "Evans Francis Estates;"
  - ii. Allocating \$250,000.00 towards affordability assistance for special needs housing, which funds are in addition to the \$1,600,000 referenced above.
  - iii. Prior to the Fairness Hearing the Parties shall enter into a Developers Agreement which commits the \$1.6 million and \$250,000 to be paid solely from the Township's Affordable Housing Trust Fund. Of the \$1.6 million, \$100,000 shall be made available upon entry of a Judgment of Repose in this matter to be allocated to eligible pre-development costs, including legal costs, and the remainder shall not be available until the initial construction closing relative to Low Income Housing Tax Credits. This agreement is an essential condition of this settlement agreement and shall be entered into prior to the fairness hearing in this matter.
- e. The Township agrees to provide EFE with a PILOT at 6.28% on or before July 15, 2015 in a form substantially similar to the attached document, exhibit E. The Township further agrees to provide a PILOT under the Long Term Tax Exemption Abatement law, N.J.S.A. 40A:20-1 in the alternative, if requested by EFE, provided EFE satisfies the requirements of that statute.. The Township agrees it may be required from time to time to renew or adopt a new resolution regarding PILOTs or to adopt or revise an ordinance with regard to the Long Term Tax Exemption Abatement law if needed for subsequent applications for state or federal funding and agrees to cooperate in that regard.
- f. Upon satisfactory completion of the current on-going processing of the plans for Evans-Francis Estates for building permits, the Township, through its Code Enforcement Officials, shall provide FSHD with a letter that the plans for Evans-Francis Estates have satisfied the criteria for building permits and that building permits will be issued upon the payment of the building permit fees. Prior to issuing such a letter, FSHD shall satisfy all necessary requirements for obtaining a building permit, any pre-requisites not met will be noted by the Code Enforcement Official.

- g. EFE intends to apply for tax credits as part of the Supportive Housing cycle of the New Jersey Housing and Mortgage Finance Agency's Qualified Allocation Plan. If that application is successful, EFE will include 25% of the units within the project for individuals with special needs, or such other percentage as shall be required by the Qualified Allocation Plan in event of changes to that Plan. These units shall be applied toward the project and the township's obligation to provide housing for very low income households. In the event that EFE receives tax credits as part of the special needs set aside, it will also seek ongoing project-based rental subsidies available through various state or federal housing programs. Cherry Hill agrees to support applications for such subsidies by passing resolutions in support, responding to requests for information, and advising government officials or offices of the township's support. In the event that the project is unsuccessful at obtaining ongoing project-based rental subsidies available through state or federal housing programs prior to closing, and in view of the low rents projected to be charged for units occupied by people with special needs (affordable at 20% of AMI), Cherry Hill agrees to provide \$25,000 annually for a period of ten years to EFE on or before January 1 of each year beginning on the January 1 following the first year that units of the project are occupied, which funds shall be used to pay staff who coordinate services for or otherwise directly assists persons with special needs.
- h. EFE may also apply for funding through other tax credit cycles that provide funding for family and/or special needs housing available under the New Jersey Housing and Mortgage Finance Agency's Qualified Allocation Plan.
- i. EFE and the Township shall enter into an agreement to provide a preference for veterans of ten (10) units within the project.

The terms and conditions set forth in this paragraph encompass the total obligation of the Township to support EFE, and supersede any and all prior commitments of support by the Township unless expressly affirmed in this paragraph.

#### **10. *Spending Plan***

The Spending Plan issues have been resolved, and as set forth above.

#### **11. *Scarce Resource Restraints***

Scarce resource restraints shall be lifted with entry of the judgment of compliance relative to the Prior Round. Upon approval of this agreement by the Township, FSHC shall withdraw its objection to the Court Master's lifting of the scarce resource restraint on the Syms property and the Township, agrees to adopt the overlay zoning for that site substantially similar to the Hotel Site as described at p. 13 of the 2014 Amendments to the 2011 HEFSP, Exh. C. Sec. 2000, namely at a minimum density of 16 units per acre with a minimum set-aside of 15 percent if the affordable units are for rent and 20 percent if the affordable units are for sale, on or before January 1, 2016. As a condition of the

restraints being lifted, the Township shall keep in place a requirement that all multi-family development in the Township a set-aside of 15 percent if the affordable units are for rent and 20 percent if the affordable units are for sale, which has been instituted through the Township's adoption of Ordinance 2015-8.

Plaintiffs agree not to seek nor support any application to impose restraints on development within the Township.

12. ***Other***

A. The Township shall otherwise implement the 2011 HEFSP as amended in 2014.

B. Plaintiffs specified herein shall be added to the affirmative marketing list for all affordable housing units in the Township after the effective date of this agreement, with notice to be provided to Fair Share Housing Center at the address in this agreement and at addresses provided to the Township by Fair Share Housing Center for the Camden County and Southern Burlington County Branches of the NAACP, which addresses may be updated as necessary.

12. **Severability**: Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections.

13. **Successors Bound**: The provisions of this Agreement and the obligations and benefits hereunder shall be binding upon and inure to the benefit of the Parties, their successors and assigns, including any person, corporation, partnership or other legal entity which at any particular time may have an interest in any of the provisions which are the subject of this Agreement.

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

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

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

17. **Voluntary Agreement:** The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each party is the proper person and possess the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

18. **Preparation:** Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (i) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (ii) it has conferred due authority for execution of this Agreement upon the persons executing it.

19. **Exhibits And Schedules:** Any and all Exhibits and Schedules annexed to this Agreement are hereby made a part of this Agreement by this reference thereto. Any and all Exhibits and Schedules now and/or in the future are hereby made or will be made a part of this Agreement with prior written approval of both Parties.

20. **Entire Agreement:** This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof except as otherwise provided herein.

21. **Conflict Of Interest:** No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement which is prohibited by law, absent the need to invoke the rule of necessity.

22. **Effective Date:** Anything herein contained to the contrary notwithstanding, the effective date of this Agreement shall be the date upon which all of the Parties hereto have executed and delivered this Agreement.

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

**TO PLAINTIFFS FSHC AND NAACP BRANCHES:**

Kevin D. Walsh, Esq.  
Fair Share Housing Center  
510 Park Blvd.,  
Cherry Hill, NJ 08002

**TO EFE or FSHD:**

Peter J. O'Connor, Esq.  
Fair Share Housing Development  
One Ethel Lawrence Blvd.  
Mount Laurel, NJ 08054

**TO THE MUNICIPALITY:** Robert N. Wright, Jr., Esq.

Solicitor  
820 Mercer Street  
Cherry Hill, New Jersey

**WITH A COPY TO:**

Jeffrey R. Surenian, Esq.  
Jeffrey R. Surenian and Associates, LLC  
707 Union Avenue

Brielle, New Jersey

**TO THE PLANNING/ZONING BOARDS:**

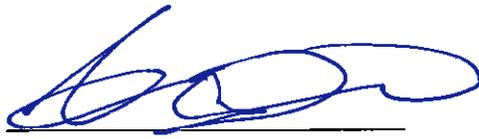
Allen S. Zeller, Esq.  
Zeller & Wieliczko  
120 Haddontowne Ct # 2  
Cherry Hill, NJ 08034

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of the successor.

**IN WITNESS WHEREOF**, the Plaintiffs and Defendants hereto have caused this Agreement to be properly executed and attested to this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

**Plaintiffs Fair Share Housing Center and  
Camden County and Southern Burlington  
Branches of the NAACP**

  
ADAM GORDON  
6/8/15

By:   
Kevin D. Walsh, Esq.  
Fair Share Housing Center  
Counsel for Plaintiffs

Dated: 6/8/2015

**Fair Share Housing ~~Center~~ Development, Inc.  
and Evans Francis Estates, L.P.**

  
ADAM GORDON  
6/8/15

By:   
Peter J. O'Connor, Esq.  
Fair Share Housing Development  
Executive Director

Dated: 6/8/15

**Cherry Hill Township**

Brandon Hawkins  
Brandon Hawkins  
Associate Solicitor

By: [Signature]  
Robert N. Wright, Esq.  
Solicitor, Cherry Hill Township

Dated: 6/11/15

**Cherry Hill Township Planning and Zoning Boards**

[Signature]

By: [Signature]  
Allen S. Zeller, Esq.  
Zeller & Wieliczko  
Counsel for Cherry Hill Township Planning  
and Zoning Boards

Dated: 6-18-15

**Exhibits to Agreement**

- Exhibit A: Prior Round Prospective Need Compliance Chart**
- Exhibit B: Cumulative Prospective Need Compliance Chart**
- Exhibit C: Settlement Agreement between Cherry Hill Township and Cherry Hill Land Associates**
- Exhibit D: Resolution of Need**
- Exhibit E: Resolution for PILOT (HMFA form)**





**Exhibit B: Cumulative Prospective Need Compliance Chart**

Development	For Sale	Rental	Special Needs/Supp rtive	Very Low	Senior	Units	Bonus Credits	Bonus Type	Total Credits
Credentia Without Geriatric (1)	3					31			31
Alternative Living (1)		4				4			4
St. Mary (2)			15			15			15
Jewish Federation (Saltzman)		104				104		AR/S	104
Gesher House (Dublin)		75				75			75
Serg Farms		120				120	120	FR	240
Sergi Commons (aka MSA Commons)		26	26	26		26	26	SN/S	52
Burnsitt <sup>a</sup>		36				36	36		72
Legnola	2					2			2
ARH <sup>a,T</sup>		38				38	38	FR	76
Scattered Site Sales	70					70			70
Alternative Living			56	56		56	56	SN/S	112
Lwell At Chery Hill		35				35	35	FR	70
Garden State Park - Constructed	10	12				22	1	FR	23
Garden State Park - Planned/Approved	83	44			107	234		FR	234
Centura	32					32			32
Benedict's Place		74				74		AR/S	74
St. Thomas		6				6			6
The Grand <sup>c</sup>		3				3		FR	3
Leapt Cusi Housing	116					116			116
Regency Court		6	6	6		6			6
Spring Hill		15	15	15	15	15			15
Group Homes 2013		35	35	0		35		SN/S	35
Group Homes 2015 <sup>e</sup>		17		17		17		SN/S	17
Probuild		23		3		23			23
EFE (2)		54			54	54	54		108
WCC Settlement (2)		90		9		90	70		160
<b>Total</b>	<b>313</b>	<b>813</b>	<b>138</b>	<b>132</b>	<b>533</b>	<b>1,476</b>	<b>406</b>		<b>1,912</b>

Cumulative obligation (Prior Round 1829, Third Round 1000) 2,829

Cumulative RDP of 1744 (including all sites in 2014 plan RDP, Craft Farm, Woodcrest CC, Apostolic, Springdale Farms, Merchantville CC) 1,744



**Exhibit C: Settlement Agreement between Cherry Hill Township and Cherry Hill  
Land Associates**

**To be added after adoption.**

**Exhibit D**

**FORM OF RESOLUTION OF NEED FROM MUNICIPALITY**

WHEREAS, \_\_\_\_\_ (hereinafter referred to as the "Sponsor") proposes to construct a (\*) \_\_\_\_\_ housing project (hereinafter referred to as the "project") pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law of 1983, as amended (N.J.S.A. 55:14K-1 et seq.), the rules promulgated thereunder at N.J.A.C. 5:80-1.1 et seq., and all applicable guidelines promulgated thereunder (the foregoing hereinafter collectively referred to as the "HMFA Requirements") within the \_\_\_\_\_ of \_\_\_\_\_ (hereinafter referred to as the "Municipality") on a site described as Lot \_\_\_\_\_, Block \_\_\_\_\_ as shown on the Official Assessment Map of the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County and commonly known as \_\_\_\_\_, \_\_\_\_\_ [project name and/or street address], New Jersey; and

WHEREAS, the Project will be subject to the HMFA Requirements and the mortgage and other loan documents executed between the Sponsor and the New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency"); and

WHEREAS, pursuant to the HMFA Requirements, the governing body of the Municipality hereby determines that there is a need for this housing project in the Municipality.

NOW, THEREFORE, BE IT RESOLVED by the Council of the \_\_\_\_\_ of \_\_\_\_\_ (the "Council") that:

- (1) The Council finds and determines that the (\*) \_\_\_\_\_ Project proposed by the Sponsor meets or will meet an existing housing need;
- (2) The Council finds and determines that the (\*) \_\_\_\_\_ Project proposed by the Sponsor meets or will meet all or part of the municipality's low and moderate income housing obligation;
- (3) The Council does hereby adopt the within Resolution and makes the determination and findings herein contained by virtue of, pursuant to, and in conformity with the provisions of the HMFA Law to enable the Agency to process the Sponsor's application for Agency funding to finance the Project.

(\*) Please include Project Name and available descriptive information about the project – number of units, family or senior citizen, low- or moderate-income.

Exhibit E

Housing Projects Only  
(form revised April 2009)

[ FORM OF ]  
AGREEMENT FOR PAYMENT IN LIEU OF TAXES

\_\_\_\_\_, HMFA #(s) \_\_\_\_\_  
Insert project name and Agency number(s) above.

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_, a [limited partnership, limited liability company, corporation] of the State of \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereinafter the "Sponsor") and the \_\_\_\_\_ of \_\_\_\_\_, a municipal corporation in the County of \_\_\_\_\_ and State of New Jersey (hereinafter the "Municipality").

WITNESSETH

In consideration of the mutual covenants herein contained and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

1. This Agreement is made pursuant to the authority contained in Section 37 of the New Jersey Housing and Mortgage Finance Agency Law of 1983 (N.J.S.A. 55:14K-1 et seq.) (hereinafter "HMFA Law") and a Resolution of the Council of the Municipality dated \_\_\_\_\_, 19\_\_\_\_, (the "Resolution") and with the approval of the New Jersey Housing and Mortgage Finance Agency (hereinafter the "Agency"), as required by N.J.S.A. 55:14K-37.

2. The Project is or will be situated on that parcel of land designated as Block \_\_\_\_\_, Lot \_\_\_\_\_ as shown on the Official Assessment Map of the \_\_\_\_\_ of \_\_\_\_\_, and more commonly referred to as \_\_\_\_\_, New Jersey.

3. As of the date the Sponsor executes a first mortgage upon the Project in favor of the Agency (hereinafter referred to as the "Agency Mortgage"), the land and improvements comprising the Project shall be exempt from real property taxes, provided that the Sponsor shall make payments in lieu of taxes to the Municipality as provided hereinafter. The exemption of the Project from real property taxation and the sponsor's obligation to make payments in lieu of taxes shall not extend beyond the date on which the Agency Mortgage is paid in full, which, according to the HMFA Law, may not exceed fifty (50) years.

4. (a) For projects receiving construction and permanent financing from the Agency, the Sponsor shall make payment to the Municipality of an annual service charge in lieu of taxes in such amount as follows:

(1) From the date of the execution of the Agency Mortgage until the date of substantial completion of the Project, the Sponsor shall make payment to the municipality in an amount equal to \_\_\_\_\_ (pursuant to the HMFA Law, the annual amount may not exceed the amount of taxes due on the property for the year preceding the recording of the Agency Mortgage). As used herein, "Substantial Completion" means the date upon which the Municipality issues the Certificate of Occupancy for all units in the Project.

(2) From the date of Substantial Completion of the Project and for the remaining

term of the NJHMFA Mortgage, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues.

(b) For Projects receiving permanent financing only from the Agency, the Sponsor shall make payment to the Municipality in an amount equal to 6.28 percent of Project Revenues from the date of the Agency Mortgage and for the remaining term of the Agency Mortgage.

(c) As used herein, "Project Revenues" means the total annual gross rental or carrying charge and other income of the Sponsor from the Project less the costs of utilities furnished by the Project, which shall include the costs of gas, electricity, heating fuel, water supplied, and sewage charges, and less vacancies if any. Project Revenues shall not include any rental subsidy contributions received from any federal or state program.

(d) The amount of payment in lieu of taxes to be paid pursuant to paragraphs (a) or (b) and (c) above is calculated in Exhibit "A" attached hereto. It is expressly understood and agreed that the revenue projections provided to the Municipality as set forth in Exhibit "A" and as part of the Sponsor's application for an agreement for payments in lieu of taxes are estimates only. The actual payments in lieu of taxes to be paid by the Sponsor shall be determined pursuant to Section 5 below.

5. (a) Payments by the Sponsor shall be made on a quarterly basis in accordance with bills issued by the Tax Collector of the Municipality in the same manner and on the same dates as real estate taxes are paid to the Municipality and shall be based upon Project Revenues of the previous quarter. No later than three (3) months following the end of the first fiscal year of operation after (i) the date of Substantial Completion (for projects receiving construction and permanent financing) or (ii) the date of the Agency Mortgage (for projects receiving permanent financing only) and each year thereafter that this Agreement remains in effect, the Sponsor shall submit to the Municipality a certified, audited financial statement of the operation of the Project (the "Audit"), setting forth the Project Revenues and the total payments in lieu of taxes due to the Municipality calculated at 6.28 percent of Project Revenues as set forth in the Audit (the "Audit Amount"). The Sponsor simultaneously shall pay the difference, if any, between (i) the Audit Amount and (ii) payments made by the Sponsor to the Municipality for the preceding fiscal year. The Municipality may accept any such payment without prejudice to its right to challenge the amount due. In the event that the payments made by the Sponsor for any fiscal year shall exceed the Audit Amount for such fiscal year, the Municipality shall credit the amount of such excess to the account of the Sponsor.

(b) All payments pursuant to this Agreement shall be in lieu of taxes and the Municipality shall have all the rights and remedies of tax enforcement granted to Municipalities by law just as if said payments constituted regular tax obligations on real property within the Municipality. If, however, the Municipality disputes the total amount of the annual payment in lieu of taxes due it, based upon the Audit, it may apply to the Superior Court, Chancery Division for an accounting of the service charge due the Municipality, in accordance with this Agreement and HMFA Law. Any such action must be commenced within one year of the receipt of the Audit by the Municipality.

(c) In the event of any delinquency in the aforesaid payments, the Municipality

shall give notice to the Sponsor and NJHMFA in the manner set forth in 9(a) below, prior to any legal action being taken.

6. The tax exemption provided herein shall apply only so long as the Sponsor or its successors and assigns and the Project remain subject to the provisions of the HMFA Law and Regulations made thereunder and the supervision of the Agency, but in no event longer than the term of the Agency Mortgage. In the event of (a) a sale, transfer or conveyance of the Project by the Sponsor or (b) a change in the organizational structure of the Sponsor, this Agreement shall be assigned to the Sponsor's successor and shall continue in full force and effect so long as the successor entity qualifies under the HMFA Law or any other state law applicable at the time of the assignment of this Agreement and is obligated under the Agency Mortgage.

7. Upon any termination of such tax exemption, whether by affirmative action of the Sponsor, its successors and assigns, or by virtue of the provisions of the HMFA Law, or any other applicable state law, the Project shall be taxed as omitted property in accordance with the law.

8. The Sponsor, its successors and assigns shall, upon request, permit inspection of property, equipment, buildings and other facilities of the Project and also documents and papers by representatives duly authorized by the Municipality. Any such inspection, examination or audit shall be made during reasonable hours of the business day, in the presence of an officer or agent of the Sponsor or its successors and assigns.

9. Any notice or communication sent by either party to the other hereunder shall be sent by certified mail, return receipt requested, addressed as follows:

(a) When sent by the Municipality to the Sponsor, it shall be addressed to \_\_\_\_\_ or to such other address as the Sponsor may hereafter designate in writing and a copy of said notice or communication by the Municipality to the Sponsor shall be sent by the Municipality to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

(b) When sent by the Sponsor to the Municipality, it shall be addressed to the \_\_\_\_\_ or to such other address as the Municipality may designate in writing; and a copy of said notice or communication by the Sponsor to the Municipality shall be sent by the Sponsor to the New Jersey Housing and Mortgage Finance Agency, 637 South Clinton Avenue, P.O. Box 18550, Trenton, New Jersey 08650-2085.

10. In the event of a breach of this Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court, Chancery Division, to settle and resolve said dispute in such fashion as will tend to accomplish the purposes of the HMFA Law.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a sufficient number of counterparts to evidence the execution of this Agreement by each party hereto.

ATTEST

\_\_\_\_\_

SPONSOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST

\_\_\_\_\_

MUNICIPALITY:

By: \_\_\_\_\_

CHLA SETTLEMENT AGREEMENT **APPENDIX D**

## SETTLEMENT AGREEMENT

**THIS SETTLEMENT AGREEMENT** (the "Settlement Agreement" or "Agreement"), dated the 19 day of June, 2015 (the "Effective Date"), by and among:

the **TOWNSHIP OF CHERRY HILL** ("the Township"), a body corporate and politic of the State of New Jersey with offices at 820 Mercer Street, Cherry Hill, New Jersey 08002, and through the Township Council of the Township of Cherry Hill (the "Township Council") as also acting in the capacity as a redevelopment entity pursuant to the provisions of the "Local Redevelopment and Housing Law," N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law" or "LHRL"), and

the **PLANNING BOARD OF THE TOWNSHIP OF CHERRY HILL**, (the "Planning Board"), with offices at 820 Mercer Street, Cherry Hill, New Jersey 08002 and

**CHERRY HILL LAND ASSOCIATES LIMITED LIABILITY COMPANY** ("CHLA") with offices at 78 E. Main Street, Marlton, New Jersey 08053, (singularly, a "Party," collectively referred to as "the Parties").

### W-I-T-N-E-S-S-E-T-H: Recitals

#### The Woodcrest Property

**WHEREAS** (1<sup>st</sup>), CHLA is the owner of property within the Township which is identified on the Township tax maps as Block 528.01, Lot 11, commonly known as the Woodcrest Country Club ("Woodcrest Property");

**WHEREAS** (2<sup>nd</sup>), the Woodcrest Property consists of approximately 180 acres and is currently operated as a golf course and tennis club with a pool, dining facilities and other recreational activities;

**WHEREAS** (3<sup>rd</sup>), the Woodcrest Property is located within the Township's Institutional Zone (the "IN-Zone"), which contains a variety of permitted and accessory uses, none of which however, is residential housing;

**WHEREAS** (4<sup>th</sup>), the Township maintains that the preservation of golf and recreational uses and activities on the Woodcrest Property is an important recreational asset within the Township;

**WHEREAS** (5<sup>th</sup>), the Township's various affordable housing compliance plans (collectively "Township Housing Plans") have acknowledged the Township's obligation to monitor the development of the Woodcrest Property and various other sites and require the production of affordable housing in the event the site(s) became available for development; and

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## **The Woodcrest Litigation and the Township's Defense Thereto**

**WHEREAS (6<sup>th</sup>)**, in October 2013, CHLA filed a Motion to Intervene in the pending matter of Fair Share Housing Center, Inc., Camden County Branch of The N.A.A.C.P.; Southern Burlington County Branch of The N.A.A.C.P vs. Township of Cherry Hill, Township of Cherry Hill Planning Board; Township of Cherry Hill Zoning Board, Docket No.: L-04889-01, and alleges that the Township and Planning Board have failed to adequately address the municipal obligation to provide for affordable housing under the "Mount Laurel Doctrine" as established in Southern Burl. Co. NAACP v. Tp. of Mount Laurel, 92 N.J. 158 (1983) ("Mount Laurel II"), the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301, et seq. (the "FHA") and applicable regulations promulgated by the Council on Affordable Housing ("COAH") pursuant to the FHA (the "COAH Regulations");

**WHEREAS (7<sup>th</sup>)**, CHLA's Complaint, in part, sought builder's remedy relief and the development of a substantial inclusionary development of the Woodcrest Property;

**WHEREAS (8<sup>th</sup>)**, CHLA was permitted to intervene in the above captioned matter over the Township's objection (the "Woodcrest Litigation");

**WHEREAS (9<sup>th</sup>)**, the Township has aggressively defended the Woodcrest Litigation emphasizing its commitment to compliance with its affordable housing responsibilities, but without rezoning the Woodcrest Property for inclusionary development;

**WHEREAS (10<sup>th</sup>)**, more specifically, the Township filed an Answer in which it has underscored (a) that it had already satisfied the realistic development potential and any affordable housing obligation that could be generated by the availability of the Woodcrest Property and that, therefore, it had the right to comply without rezoning the Woodcrest Property for inclusionary development; (b) that CHLA is not entitled to a builder's remedy; and (c) that this is not a case in which the Court should use the "remedies for non-compliance" set forth in Mount Laurel II at 285-86 to compel the Township to include the Woodcrest Property in its affordable housing plan;

### **The Township's Redevelopment Policy**

**WHEREAS (11<sup>th</sup>)**, it is the public policy of the Township, and in the public interest, to address those "conditions of deterioration in housing, commercial and industrial installations, public services and facilities and other physical components and supports of community life, and improper, or lack of proper, development," which the Legislature has declared to be the underpinnings of the Redevelopment Law;

**WHEREAS (12<sup>th</sup>)**, it is also the public policy of the Township, and in the public interest, to preserve and create open space, consistent with the requirements of the Legislature that a municipality regulate land to "provide adequate light, air and open space," as set forth under the Municipal Land Use Law, (the "Municipal Land Use Law" or "MLUL"), N.J.S.A.40:55D-2, et seq.;

**WHEREAS (13<sup>th</sup>),** the Township seeks to advance its public policy and promote the public interest to provide for the creation of affordable housing, address conditions of deterioration in housing and commercial uses, and seek the creation and preservation of open space;

**WHEREAS (14<sup>th</sup>),** the Township has determined that resolution of the Litigation affords it an opportunity to (i) advance the public interest and to provide for affordable housing under the Mount Laurel Doctrine; (ii) address conditions of residential and commercial deterioration as contemplated under the Redevelopment Law; and (iii) promote the public interest in the preservation and creation of open space as provided, among other ways, under the Municipal Land Use Law;

### **Woodcrest Deed Restriction**

**WHEREAS (15<sup>th</sup>),** the Parties have determined that they may resolve the Woodcrest Litigation in a fashion which advances their respective public and private interests by providing for the preservation of the Woodcrest Property, and the redevelopment of other deteriorated property in the Township which includes the provision of affordable housing;

**WHEREAS (16<sup>th</sup>),** the Township has accordingly determined to acquire, and CHLA has agreed to convey, a deed restriction upon the use of the Woodcrest Property, so to preserve in perpetuity the Woodcrest Property and permanently restrict its use to golf and related recreational activities only, as defined herein, ("the Woodcrest Deed Restriction");

**WHEREAS (17<sup>th</sup>),** the Township has obtained an independent appraisal and assessment of the fair consideration to be paid for the Woodcrest Deed Restriction and first Option to Purchase;

**WHEREAS (18<sup>th</sup>),** the Township has accordingly determined to acquire and CHLA has agreed to convey, a First Option to Purchase the Woodcrest Property in accordance with the terms outlined herein;

### **Redevelopment and Development Opportunities**

**WHEREAS (19<sup>th</sup>),** the Township has elected to directly act as the redevelopment entity, through the Township Council, for purposes of redevelopment matters as provided under the Redevelopment Law;

**WHEREAS (20<sup>th</sup>),** pursuant to the procedures set forth in the Redevelopment Law, the Township has accordingly identified sites in need of redevelopment, to address conditions of deterioration in housing and commercial uses, and to develop a plan for the redevelopment of such sites, and to undertake or oversee the redevelopment of such sites;

**WHEREAS (21<sup>th</sup>),** pursuant to N.J.S.A.40A:12A-6, no area of a municipality shall be determined a redevelopment area unless the governing body of the municipality, by resolution, authorizes the Planning Board to undertake a preliminary investigation to determine whether the

proposed area is an area in need of redevelopment according to the criteria set forth in N.J.S.A. 40A:12A-5 and in accordance with the procedures set forth in N.J.S.A. 40A:12A-6 (the "Preliminary Investigation") and to issue a report thereon for consideration by the governing body ("the Preliminary Report");

#### **Redevelopment Sites and Plans**

**WHEREAS (22<sup>nd</sup>)**, the Township Council has by Resolution 2014-11-6 designated property known as the Park Boulevard Gateway Site, also known as Block 1.01, Lots 3 and 4 and Block 3.01, Lot 1, on the Township's Tax Map, as the "Park Boulevard Gateway Study Area" for study by the Planning Board and for preparation of a Preliminary Investigation Report by that body and to include any and all recommendations respecting designation of the "Park Boulevard Gateway Study Area" as an area in need of redevelopment therein("the Park Boulevard Gateway Site Referral Resolution");

**WHEREAS (23<sup>rd</sup>)**, the Township Council has by Resolution 2014-11-7 designated property known as the Hampton Road Site also known as Block 111.02, Lot 7; Block 112.01, Lot 11; and Block 596.04, Lots 4 & 5, on the Township's Tax Map, as the "Hampton Road Study Area" for study by the Planning Board and for preparation of a Preliminary Investigation Report by that body and to include any and all recommendations respecting designation of the "Hampton Road Study Area" as an area in need of redevelopment therein ("the Hampton Road Site Referral Resolution")(the Route 38 Gateway Site Referral Resolution, the Cuthbert Boulevard Site Referral Resolution, the Park Boulevard Gateway Site Referral Resolution, and the Hampton Road Site Referral Resolution are collectively "the Referral Resolutions");

**WHEREAS (24<sup>th</sup>)**, by Resolutions 2014-4-2 and 2014-4-3, the Planning Board has concluded that the Redevelopment Sites qualify as an area in need of redevelopment and recommended that the Township Council designate the Redevelopment Sites as areas in need of redevelopment;

**WHEREAS (25<sup>th</sup>)**, the Township Council by Resolutions 2015-4-20 and 2015-4-10 has accepted the findings and recommendations of the Planning Board, and the Preliminary Investigation, that the Redevelopment Sites satisfy the criteria of the Redevelopment Law and concluded that the Redevelopment Sites are areas in need of redevelopment;

**WHEREAS (26<sup>th</sup>)**, the Township Council by Resolution 2015-4-20 and 2015-4-10 has authorized and directed the Planning Board to prepare Redevelopment Plans for the Redevelopment Sites, pursuant to N.J.S.A. 40A:12A-7(f), and transmit the proposed plan to the Township for its consideration and adoption;

#### **Conditional Redeveloper and Inclusionary Development of Other CHLA Properties**

**WHEREAS (27<sup>th</sup>)**, CHLA is a related entity of the First Montgomery Group, an experienced and well recognized and qualified developer of residential and non-residential developments that owns and operates diversified real estate holdings in Pennsylvania, Delaware and New Jersey;

**WHEREAS (28<sup>th</sup>),** CHLA has existing contractual interests in the Redevelopment Sites and in other properties throughout the Township;

**WHEREAS (29<sup>th</sup>),** CHLA has presented to the Township Council, as part of this Agreement, proposals for the inclusionary development of the Redevelopment Sites and other properties within the Township over which CHLA has ownership interests and presented conceptual proposals to redevelop the Redevelopment Sites for an inclusionary residential project with a set-aside of affordable housing units, together with related improvements and facilities and associated commercial development (the "Development Proposals");

**WHEREAS (30<sup>th</sup>),** the Township, having reviewed the Development Proposals, has determined that it is in the Township's best interests to conditionally designate CHLA as Conditional Redeveloper for the Redevelopment Sites subject to (1) execution by CHLA and the Township of this Agreement and satisfaction of all its terms and conditions; (2) the adoption of Redevelopment Plans by Council for the Redevelopment Sites by duly adopted ordinance; and (3) negotiation and execution of mutually-acceptable Redevelopment Agreements between the Parties, provided that such conditional designation shall not be effective until the Court Approval of this Agreement and the recording of the Woodcrest Deed Restriction;

**WHEREAS (31<sup>th</sup>),** the Township has also determined to consider the rezoning of other properties within the Township in which CHLA has ownership interests, which rezoning shall provide for additional opportunities for inclusionary development within the Township;

**WHEREAS (32<sup>nd</sup>),** as a result of the foregoing, CHLA and the Township have found a way to work together to foster the creation for the realistic opportunity for a substantial amount of affordable rental housing through an experienced and well funded developer/redeveloper and to eliminate the risks associated with the Woodcrest Litigation for both parties;

**NOW, THEREFORE,** for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and for the benefit of the parties hereto and general public, and, further to implement the purposes of the FHA, the Mount Laurel Doctrine, the Redevelopment Law and the Municipal Land Use Law, the Parties hereto agree as follows:

**ARTICLE I**  
**DEFINITIONS AND INCORPORATION OF RECITALS**

**Section 1.01. Incorporation of Recitals and Exhibits.**

The Recitals and Exhibits are incorporated herein and made a part of this Agreement.

**Section 1.02. Definitions.** The following words and phrases shall have the meanings ascribed to such words and phrases below, such definitions to be applicable to the singular and plural forms and to the upper and lower case initial letters:

"Affordable Units" means residential units which meet all the requirements of COAH Regulations, including without limitation, income requirements, bedroom distribution and controls on affordability.

"Cherry Hill Land Associates Limited Liability Company" or "CHLA" shall mean Plaintiff, Cherry Hill Land Associates, Limited Liability Company and includes its affiliated companies and officers, employees and designees, which affiliates include an affiliate of First Montgomery Group.

"CHLA Park Boulevard Property" means property known as Block 1.01, Lot 4 and Block 3.01, Lot 1 on the Township's Tax Map.

"Complaint" means the complaint of CHLA in the pending matter of Fair Share Housing Center, Inc., Camden County Branch of The N.A.A.C.P.; Southern Burlington County Branch of The N.A.A.C.P. vs. Township of Cherry Hill, Township of Cherry Hill Planning Board, Township of Cherry Hill Zoning Board, Docket No.: L-04889-01.

"Conditional Redeveloper" means the conditional designation of CHLA by the Township as Redeveloper for the Redevelopment Sites subject to (1) execution by CHLA and the Township of this Agreement and satisfaction of all its terms and conditions; (2) the adoption of Redevelopment Plans by Council for the Redevelopment Sites by duly adopted ordinance; and (3) negotiation and execution of mutually-acceptable Redevelopment Agreements between the Parties, *provided* that such conditional designation shall not be effective until the Court Approval of this Agreement and the recording of the Woodcrest Deed Restriction.

"Court Approval" means a final determination by the New Jersey Superior Court approving the terms of this Agreement after notice and completion of a Fairness Hearing in accordance with applicable case law, including, but not limited to the procedures proscribed by the Appellate Division in East/West Ventures v. Township of Fort Lee, 286 N.J. Super. 311 (App. Div. 1996), and associated case law.

"Effective Date" means the date this Agreement is finally signed by all Parties hereto.

"Escrow Agent" means Surety Title Company, LLC, 11 Eves Drive, Suite 150, Marlton, NJ 08053.

"Escrow Agreement" means the agreement between the Parties and the Escrow Agent respecting the custody and payment of the Monetary Compensation and the recording and delivery of the Woodcrest Deed Restriction.

"Governmental Approvals" means all necessary reviews, consents, permits or other approvals of any kind legally required by any local, county, State or federal governmental or quasi-governmental entity required to be obtained with respect to a Project with all applicable Appeal Periods having expired without any appeal having been taken by a third party there from or, if an appeal has been taken, such appeal has been disposed of to the reasonable satisfaction of

the Parties without the right to further appeal or, if there is a right to further appeal, the time period therefore has expired without a further appeal having been taken.

“Hampton Road Site” means property known as Block 111.02, Lot 7; and Block 112.01, Lot 11; and Block 596.04, Lots 4 & 5, on the Township’s Tax Map.

“Hampton Road Site Referral Resolution” means Township Council Resolution 2014-11-7 referring this site for study to the Planning Board and for preparation of a Preliminary Investigation Report.

“Joint Application” means a joint application to the Superior Court of New Jersey for the Court Approval of the within Agreement and approving, and authorizing if necessary, the actions agreed to be undertaken by the Parties to implement the Agreement.

“MLUL” means New Jersey’s Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Park Boulevard Gateway Site” means property known as Block 1.01, Lots 3, and 4 and Block 3.01, Lot 1, on the Township’s Tax Map.

“Park Boulevard Gateway Site Referral Resolution” means Township Council Resolution 2014-11-6 referring this site for study to the Planning Board and for preparation of a Preliminary Investigation Report.

“Redeveloper” means the final designation of CHLA as Redeveloper for one or more of the Redevelopment Sites as provided under the Redevelopment Law.

“Redevelopment Proposal” means the conceptual and narrative proposal of CHLA to redevelop the Redevelopment Sites for an inclusionary residential project, constructed in accordance with “Class A” Design Standards, similar to those used at the Burroughs Mill development, and as further defined in the Redevelopment Plans and Redevelopment Site Agreements, with a set-aside of affordable housing units together with related improvements and facilities and associated commercial development.

“Redevelopment Sites” means, collectively, Park Boulevard Gateway Site and the Hampton Road Site.

“Referral Resolutions” means, collectively, the Park Boulevard Gateway Site Referral Resolution and the Hampton Road Site Referral Resolution.

“Rezoning Ordinance for the Woodcrest Property” or “Rezoning Ordinance” means a valid and legally enforceable land use ordinance which prescribes the permitted uses of the Woodcrest Property consistent with the current or potential future Woodcrest Operations consistent with the Woodcrest Deed Restriction and this Agreement.

“Route 70 Site” means property known as Block 27.01, Lots 5, 6 & 7 on the Township’s Tax Map.

“Woodcrest Deed Restriction” means a valid and legally enforceable restraint upon the use of the Woodcrest Property to the Woodcrest Operations.

“Woodcrest Property” means property located within the Township of Cherry Hill and designated as Block 528.01 Lot 11 on the Township Tax Maps.

“Woodcrest Operations” means the current and/or potential future operations on the Woodcrest Property consisting of a golf course, tennis club, pool, dining facilities and other related indoor and outdoor recreational activities not inconsistent with country club purposes. Woodcrest Operations specifically contemplate additional and/or relocated buildings on the Woodcrest Property.

## **ARTICLE II**

### **PURPOSE AND SCOPE OF SETTLEMENT**

#### **Section 2.01. Purpose.**

The purpose of this agreement is (a) to create a realistic opportunity for the construction of a substantial amount of affordable housing; (b) to redirect the resources and efforts of the Parties from litigating their rights at great expense and risk to facilitating the actual construction of affordable housing; and (c) to preserve the Woodcrest Property.

#### **Section 2.02. Scope of Settlement.**

The Parties agree to resolve the CHLA Litigation upon the following general terms as more fully detailed in this Agreement:

(a) The execution and recording of the Woodcrest Deed Restriction respecting the Woodcrest Property and providing for the continuation of the Woodcrest Operations.

(b) The Township’s pursuit, in its sole discretion and in accordance with governing law, of a program of redevelopment to address conditions of residential and commercial deterioration and to provide for affordable housing under the Mount Laurel Doctrine.

(c) The Township’s designation, in accordance with the Redevelopment Law, of the Redevelopment Sites as areas in need of redevelopment.

(c) The Township’s preparation, in accordance with the Redevelopment Law, of one or more redevelopment plans for the Redevelopment Sites determined to be in need of redevelopment, which includes the provision of affordable housing.

(d) The Township’s designation of CHLA initially as conditional redeveloper and thereafter as Redeveloper for the Redevelopment Sites, as those sites may be modified or supplemented, in the sole discretion of the Township, and subject to the fulfillment of prescribed conditions.

(e) The Township's consideration of a the redevelopment or rezoning of the Route 70 Site pursuant to the Redevelopment Law or the MLUL to provide for the inclusionary development of the Route 70 Site.

(f) CHLA's redevelopment of the Redevelopment Sites or other properties as approved by the Township, including the Route 70 Site, which redevelopment or development shall: (i) include a substantial amount of affordable housing; (ii) be substantially consistent with the applicable Redevelopment Plan and/or zoning ordinance; and (iii) provide CHLA with the redevelopment and/or zoning authority to construct inclusionary developments within the Township.

(g) CHLA's dismissal of Woodcrest Litigation with prejudice upon the Court's approval of this Agreement.

**ARTICLE III**  
**THE WOODCREST DEED RESTRICTION AND REZONING OF WOODCREST PROPERTY**

**Section 3.01. The Woodcrest Deed Restriction.**

(a) Subject to the Township's satisfaction of the provisions of Section 4 of this Agreement, CHLA agrees to convey and the Township agrees to acquire a deed restriction governing the use of the Woodcrest Property, and to maintain the Woodcrest Operations, ("the Woodcrest Deed Restriction"). The form of the Woodcrest Deed Restriction is attached hereto as Exhibit "A."

(b) The Woodcrest Deed Restriction shall provide, among other things, that the Woodcrest Property shall be restricted from development inconsistent with the Woodcrest Operations and preserved and maintained consistent with the Woodcrest Operations.

**Section 3.02. Consideration for the Woodcrest Deed Restriction**

(a) The Parties agree that the consideration for the execution and recording of the Woodcrest Deed Restriction by CHLA is the Township's payment of a sum of money in the amount of THREE MILLION NINE HUNDRED NINETY NINE THOUSAND DOLLARS (\$3,999,000.00), ("the Monetary Compensation"). The Monetary Compensation shall not include any Green Acres funds as allocated pursuant to N.J.S.A. 13:8A1, et seq., N.J.S.A. 13:8A19, et seq., N.J.S.A. 13:8A35, et seq., N.J.S.A. 13:8c1 et seq. and/or related legislative authority, and the Woodcrest Property shall not be designated as "parkland" or otherwise placed on the Township Restricted Open Space Inventory ("ROSI") or any similar list maintained by any governmental entity.

(b) The Monetary Compensation shall be paid in two (2) installments. The first payment of One Million Four Hundred Ninety Nine Thousand Dollars (\$1,499,000.00) shall be paid to the Escrow Agent within thirty (30) days of Court approval of this Agreement, which Monetary Compensation shall be held in trust by the Escrow Agent (the "First Installment").

The second payment of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) shall be paid to the Escrow Agent prior to the recording of the Woodcrest Deed Restriction in accordance with Section 3.04(b) of this Agreement. The Escrow Agent shall pay CHLA the total Monetary Compensation upon the recording and delivery of the Woodcrest Deed Restriction by the Escrow Agent as hereafter set forth.

**Section 3.03. The First Option to Purchase Agreement.**

(a) CHLA agrees to convey and the Township agrees to acquire a First Option to Purchase the Woodcrest Property in the event that the entirety of the Woodcrest Operations cease, as cessation is defined herein. The form of the First Option to Purchase Agreement is attached hereto as Exhibit "B." The First Option to Purchase the Woodcrest Property shall provide, among other things, that the Township may exercise an option to purchase the Woodcrest Property, and the associated Woodcrest Operations in the event, without limitation, that the Woodcrest Operations cease for a period of more than six (6) consecutive months. Prior to the Township attempting to exercise any purchase rights, the Township shall, upon an alleged cessation of Woodcrest Operations for the required six (6) month period, send CHLA a notice of default pursuant to this provision and CHLA shall have a thirty (30) day period to contest or cure any alleged default of this provision of the Agreement. The purchase price for the Woodcrest Property and Woodcrest Operations shall be agreed to by the Parties or, in the absence of an agreement, by the Superior Court of New Jersey upon application by a Party, consistent with eminent domain principles for valuation.

**Section 3.04. Execution and Recording of the Woodcrest Deed Restriction and First Option to Purchase Agreement.**

(a) Upon execution of this Agreement by all Parties, CHLA shall execute the Woodcrest Deed Restriction and the First Option to Purchase Agreement which shall be held in escrow by the Escrow Agent pending the fulfillment of the conditions set forth in this Agreement and in accordance with the Escrow Agreement.

(b) Within ten (10) days of the Township's adoption of the Redevelopment Plan(s) in accordance with Sections 4.02 and 4.03 of this Agreement and the execution of Redevelopment Agreements for the Hampton Road Site and Park Boulevard Gateway Site pursuant to Article VI of this Agreement, the Escrow Agent shall: (i) cause the original of the Woodcrest Deed Restriction and the First Option to Purchase Agreement to be recorded in the Camden County Clerk's Office; and (ii) deliver to the Township and CHLA copies of the recorded Deed Restriction and the First Option to Purchase Agreement; and (ii) tender payment of the Monetary Compensation.

**Section 3.05. [INTENTIONALLY OMITTED]**

**Section 3.06. Rezoning of the Woodcrest Property**

Provided that the Redevelopment Plans and ordinances contemplated by Section 4.02 and 4.03 of this Agreement have been adopted and a period of sixty (60) days has passed without

legal challenges to the same, the Township Council may introduce for consideration and may adopt the Rezoning Ordinance. It is the intention of the Parties that the Rezoning Ordinance provide for the conservation and recreational use of the Woodcrest Property consistent with the Woodcrest Deed Restriction; the Parties recognize that the Rezoning Ordinance will accordingly provide for more detailed recreational uses and development criteria and standards consistent with recreational uses than is set forth in the Woodcrest Deed Restriction.

**Section 3.07. Refrain from the Filing of Development Applications for the Woodcrest Property Pending Recording of the Woodcrest Deed Restriction.**

Between the Effective Date and the recording of the Woodcrest Deed Restriction and First Option to Purchase Agreement, CHLA warrants that it shall not file any land development application for the Woodcrest Property. The restrictions of this Section shall not apply to development or other applications submitted in furtherance of the current Woodcrest Operations or that are permitted by the Woodcrest Deed Restriction.

**Section 3.08. CHLA Must Operate Golf Course for Minimum of Five Years.**

Upon execution of the Agreement, CHLA agrees to continue as the Owner and Operator of the Woodcrest Operations for a minimum of five (5) years from the date of this Agreement, provided that CHLA shall be permitted to transfer ownership and/or operator interests in the Woodcrest Property prior to expiration of the five (5) year period to either: (i) a membership group seeking to create a private membership for the Woodcrest Operations or (ii) a qualified golf course owner and/or operator provided that said owner and/or operator shall be required to commit to continuing the Woodcrest Operations for the five (5) year period set forth herein.

**Section 3.09. License to Township for Walking Trail on Woodcrest Property.**

(a) Upon execution by all Parties of the first Redevelopment Agreement, CHLA and the Township shall explore the possibility of a walking trail along the perimeter of the Woodcrest Property that shall not interfere with or impact the Woodcrest Operations. The costs of construction and maintenance of the Walking Trail shall be borne by the Township.

(b) If a feasible location for such a trail is identified, the Township and CHLA shall enter into a license agreement governing the use and operation of the Walking Trail. The License Agreement shall provide that the Township shall defend, indemnify and hold harmless CHLA, CHLA's affiliated companies and officers, employees, designees of CHLA and/or its affiliate entities, for any claim, damage or other liability that may arise from the Township's construction, use or maintenance of the Walking Trail, including any claim by any user of the Walking Trail arising from said user's use of the Walking Trail.

**Section 3.10. Township Golf Team Use of Woodcrest Golf Course.**

(a) For a period of five (5) years or until such time as CHLA or an affiliate entity no longer owns or controls the Woodcrest golf course, whichever period is less, CHLA agrees to allow the Cherry Hill Township high school golf team to utilize the golf course free of charge for

the annual golf season. Such use shall be limited to weekdays only commencing after 2pm daily. Such use shall be further limited to March 1 through May 30 of each scholastic year. The high school golf team shall be limited to a team of no more than twelve (12) players and two (2) coaches, exclusive of team tryouts that would occur between March 1 and March 30, during which time the twelve (12) player limit shall be increased to twenty four (24) players and two (2) coaches. The Township golf team's privileges pursuant to this Section shall be contingent upon said golf team's continued volunteer participation in the First Tee of Greater Philadelphia that is held at the Woodcrest Property.

**Section 3.11. County Discount on Memberships at Woodcrest Activities.**

CHLA agrees to extend a five percent (5%) discount to all Camden County residents wishing to purchase new, not renewal, golf memberships at the Woodcrest Property. Said discount shall be available for so long as both: (i) the Woodcrest Property is maintained as a semi-private golf course; and (ii) CHLA is the owner of the Woodcrest Property. Memberships purchased by Camden County residents pursuant to this Agreement shall be subject to the same terms and restrictions applicable to all similar golf memberships. This discount shall not apply to social memberships or be extended to Woodcrest members on or before 2015.

**ARTICLE IV**  
**REDEVELOPMENT AND/OR REZONING INITIATIVES**

**Section 4.01. Identification of Redevelopment Sites or Other CHLA Properties as Appropriate for Inclusionary Development.**

(a) The Parties acknowledge that the Township has undertaken a program of redevelopment to address conditions of residential and commercial deterioration under the Redevelopment Law and that the Township has taken the following actions respecting redevelopment relevant to the within Agreement: (i) the Township Council has, pursuant to the Referral Resolutions, sought a report and recommendation from the Planning Board as to whether the Park Boulevard Gateway Site, and the Hampton Road Site constitute areas in need of redevelopment; and (ii) the Planning Board has, through its Reporting Resolutions, issued a report and recommendation to the Township Council that the Redevelopment Sites constitute an area in need of redevelopment; and (iii) Township Council has adopted the Designating Resolutions determining that the Redevelopment Sites constitute an area in need of redevelopment.

(b) The Parties acknowledge that CHLA owns or has equitable ownership of some of the Redevelopment Sites, portions of the Redevelopment Sites or other properties within the Township that the Parties agree are suitable for residential, inclusionary development (collectively known as the "CHLA Properties"). The CHLA Properties include the following:

- (1) Hampton Road Site;
- (2) Block 3.01, Lot 1 and Block 1.01, Lot 4 (the "CHLA Park Boulevard Property," which is a substantial component of the Park Boulevard Gateway Site);

(3) Block 27.01, Lots 5, 6 and 7 (the "Route 70 Site")

(c) The Township acknowledges that CHLA is a qualified, experienced and well recognized developer of residential and non-residential developments that would be qualified to serve as the redeveloper of the Redevelopment Sites or other properties within the Township, including the Route 70 Site.

(d) The Parties acknowledge and agree that as of the date of this Agreement, the CHLA Properties and the properties comprising the Hampton Road Site and Park Boulevard Gateway Site are anticipated to be approvable, developable and suitable for inclusionary development as such terms are defined at N.J.A.C. 5:93-1.3. Should any of the CHLA Properties, the Hampton Road Site and/or the Park Boulevard Gateway Site, through no fault of the Parties, not be developable in a manner and at a yield substantially consistent with the development concepts attached hereto at Exhibit "C," Exhibit "D" and Exhibit "E" (as further described herein), the Parties agree to proceed in accordance with Section 4.05 for any site determined not to be developable.

(e) In consideration of all of the foregoing, and subject to the provisions of this Section 4, the Township agrees that it will take certain actions, in accordance with the provisions of the Redevelopment Act and the MLUL, to provide the ability for CHLA to construct inclusionary developments on the Hampton Road Site, the Park Boulevard Gateway Site, the Route 70 Site and/or Alternative Properties (as necessary and hereinafter defined) in a manner and at a yield substantially consistent with the development concepts attached hereto at Exhibit "C," Exhibit "D" and Exhibit "E".

**Section 4.02. Designation of CHLA as Conditional Redeveloper for the Hampton Road Site and Initiation of Hampton Road Redevelopment Plan**

(a) Within twenty (20) days of Court approval of this Agreement, if said approval is granted, the Township shall consider the resolution appointing CHLA as the Conditional Redeveloper of the Hampton Road Site. In the event of the Township's adoption of the Resolution appointing CHLA as Conditional Redeveloper of the Hampton Road Site, the Township shall direct the Township Planning Board to prepare a Redevelopment Plan for the Hampton Road Site, which Redevelopment Plan shall be substantially consistent with the proposed concept plan attached hereto at Exhibit "C." Nothing herein shall affect the inherent statutory discretion of the Planning Board to develop the Hampton Road Redevelopment Plan under the Redevelopment Law, including acceptance, rejection or modification of any the concept plan set forth at Exhibit "C," however, any Redevelopment Plan for the Hampton Road Site shall include provisions that allow for a residential development yield of not less than that yield depicted on the concept plan attached as Exhibit "C" of which fifteen percent (15%) of the units actually constructed shall be reserved as Affordable Units.

(b) Within twenty (20) days of the Township's adoption of the Redevelopment Plan for the Hampton Road Site, the Township shall consider a resolution designating CHLA as the redeveloper of the Hampton Road Site pursuant to N.J.S.A. 40A:12A-8.

**Section 4.03. Designation of CHLA as Conditional Redeveloper for the Park Boulevard Site and Initiation of Park Boulevard Redevelopment Plan**

(a) Within twenty (20) days of Court approval of this Agreement, if said approval is granted, the Township shall consider the resolution appointing CHLA as the Condition Redeveloper of the Park Boulevard Gateway Site. In the event of the Township's adoption of the Resolution appointing CHLA as Conditional Redeveloper of the Park Boulevard Site, the Township shall direct the Township Planning Board to prepare a Redevelopment Plan for the Park Boulevard Gateway Site, which Redevelopment Plan shall be substantially consistent with the proposed concept plan attached hereto at Exhibit "D." Nothing herein shall affect the inherent statutory discretion of the Planning Board to develop the Park Boulevard Redevelopment Plan under the Redevelopment Law, including acceptance, rejection or modification of any the aspects of the concept plan attached at Exhibit "D," provided that any Redevelopment Plan for the Park Boulevard Gateway Site shall include provisions that allow for a residential development yield of not less than that yield depicted on the concept plan attached as Exhibit "D" of which fifteen percent (15%) of the units actually constructed shall be reserved as Affordable Units.

(b) Within twenty (20) days of the Township's adoption of the Redevelopment Plan for the Park Boulevard Gateway Site, the Township shall consider a resolution designating CHLA as the redeveloper of the Park Boulevard Gateway Site pursuant to N.J.S.A. 40A:12A-8.

**Section 4.04. The Rezoning and/or Redevelopment of the Route 70 Site**

(a) Upon the substantial vacation of the principle structure existing on the Route 70 Site or upon such earlier time as the Parties may agree, the Township shall direct an investigation pursuant to the Redevelopment Law to determine whether the Route 70 Site is in need of rehabilitation and/or redevelopment pursuant to the Redevelopment Law (the "Route 70 Investigation"). If the Township, based upon the recommendations of the Route 70 Investigation, determines that the Route 70 Site is in need of redevelopment or rehabilitation pursuant to the Redevelopment Law, the Township shall: (i) direct the Township Planning Board to prepare a Redevelopment Plan for the Route 70 Site which Redevelopment Plan shall be substantially consistent with the proposed concept plan attached hereto at Exhibit "E" (the "Route 70 Redevelopment Plan"); and (ii) shall consider a resolution appointing CHLA as the Condition Redeveloper of the Route 70 Site. In the event that the Route 70 Investigation determines that the Route 70 Site is not in need of redevelopment or rehabilitation pursuant to the Redevelopment Law, the Township shall introduce for adoption an ordinance to allow for the development of the Route 70 Site consistent with the development concept depicted at Exhibit "E", hereto (the "Route 70 Ordinance"). Either the Route 70 Redevelopment Plan or the Route 70 Ordinance, whichever may be applicable, shall permit a residential development yield of not less than that yield depicted on the concept plan attached as Exhibit "E", of which, fifteen percent (15%) of the units actually constructed shall be reserved as Affordable Units.

**Section 4.05. The Development of Alternative Properties.**

(a) The Parties acknowledge and agree that the intention of this Agreement is to provide for CHLA's development of a three (3) inclusionary developments within the Township. The Parties currently anticipate that based both upon the assumptions of Section 4.01(d) and adherence to Sections 4.02, 4.03 and 4.04, above, that intention will be accomplished as it will allow for the development of inclusionary developments in a manner and at a development yield that is substantially consistent with the development concepts depicted at Exhibit "C," Exhibit "D" and Exhibit "E." Subject to provisions of Section 4.01(d), in the event that Redevelopment Plan(s) and/or the zoning ordinances contemplated for the Hampton Road Site, Park Boulevard Gateway Site and/or Route 70 Site have: (i) been adopted and establish zoning densities that allow CHLA to achieve inclusionary developments in a manner and at a development yield that is substantially consistent with the development concepts for each Site; and (ii) three hundred sixty five (365) days following adoption of each Redevelopment Plan(s) and/or zoning ordinance such Redevelopment Plan and/or ordinance is free of judicial challenge, the Township shall have no further obligation relative to any such Site that meets the foregoing criteria of Section 4.05(a)(i) and (ii).

(b) Subject to the provisions of Section 4.01(d), if, three hundred sixty five (365) days following the Township's adoption of each of the Redevelopment Plan(s) and/or the zoning ordinances contemplated pursuant to Section 4.02, 4.03 and 4.04 have not resulted in the adoption of a Redevelopment Plans and/or zoning regulations that is free from challenge and would allow CHLA to construct inclusionary developments in a manner and at a development yield that is substantially consistent with the development concepts depicted at Exhibit "C," Exhibit "D" and Exhibit "E," the Township shall evaluate Alternative properties within the Township, as such properties are presented by CHLA, that may be appropriate for CHLA to develop a total of three (3) sites (in accordance with the MLUL) or redevelop (in accordance with the Redevelopment Law)(the "Alternative Property"). The Parties agree that the three hundred sixty five (365) day time frame of this Section is applicable on a Site by Site basis and shall begin to run from the time of adoption of each applicable Redevelopment Plan and/or zoning ordinance.

(c) The Parties agrees that the presentation of such an Alternative Property shall be the responsibility of CHLA and any such Alternative Property shall be available, approvable, developable and suitable as such terms are defined by N.J.A.C. 5:93-1.3. Such an Alternative Property may include single properties or assemblage of properties provided said assemblage would be of contiguous properties and the assemblage, when viewed collectively, would, in the Township's discretion, be suitable for multi-family development at a gross residential density of not less than fifteen (15) units per acre. The Parties agree that in identifying any potential Alternative Property, CHLA shall prioritize those properties that would present a reuse and/or redevelopment opportunity and the Township shall have no obligation to consider any proposal of an Alternative Property that as of the date of execution of this Agreement is vacant and undeveloped. The Township shall also have no obligation to consider any Alternative Property proposed by CHLA which property is currently identified, or may be identified, in the Township's Open Space and Recreational Plan as a potential open space or recreation site. In determining the suitability and appropriate density of any Alternative Property, CHLA and the Township shall look to sound planning principles and the context and characteristics of the proposed, Alternative Property in comparison to surrounding properties and land uses.

**Section 4.06. Obligation to Support Any Application for Tax Credit Financing Sought by CHLA.** CHLA shall be freely permitted to apply for and secure available state and federal subsidies and/or tax credits to defray the cost of construction of the Affordable Units, for which the Township will extend its full and prompt endorsement and support.

**Section 4.07. Vacation of Streets.** The Parties agree that the development of the Hampton Road Site and Park Boulevard Gateway Site in accordance with the concept plans attached hereto as Exhibit "C," and Exhibit "D," respectively hereto shall require the vacation of streets. The Township agrees to vacate such streets, which are currently depicted at Exhibit "F," and Exhibit "G," hereto in order to allow for the development of Hampton Road Site and the Park Boulevard Gateway Site consistent with Exhibits "C" and Exhibit "D," respectively.

**Section 4.08. Withdrawal of Objection to, and Support CHLA Application for, Wastewater Management Plan Amendment.** Upon the recording of the Woodcrest Deed Restriction in accordance with Section 3.4 of this Agreement, the Township shall withdraw its objection to CHLA's application for amendment of the Camden County Future Wastewater Service Area and Tri County Water Quality Management Plan, which application is currently pending before the New Jersey Department of Environmental Protection ("DEP") and the Camden County Municipal Utilities Authority ("CCMUA") and docketed as Program Interest No. 435433 and Activity No. 140004 ("WMP Application") and shall further adopt and submit to the DEP, a resolution supporting of CHLA's WMP Application, which endorsement shall include a formal request that the DEP and CCMUA include the portion of the Woodcrest Property identified in the WMP Application as within a public sewer service area. Provided no breach of this Agreement by CHLA and the Woodcrest Deed Restriction has been recorded, the Township agrees to request and support the inclusion of that portion of the Woodcrest Property identified in the WMP Application as being maintained within a public sewer service area. The Township shall further request and encourage Camden County and the CCMUA to support the WMP Application.

**Section 4.09. Obligation to Maintain the Redevelopment Plans and Ordinance.** The Township has an obligation to maintain the Redevelopment Plans and rezoning Ordinances that may be effectuated by this Agreement for a period of 10 years subsequent to the date of Court approval of this Agreement. Township shall have no obligation to maintain the Redevelopment Plans and/or rezoning Ordinances thereafter.

**Section 4.10. Obligation to Fulfill the Intent and Purpose of this Agreement.** The Township shall have an obligation to fulfill the intent and purpose of this Agreement and the Redevelopment Plans.

## **ARTICLE V** **OBLIGATIONS OF PLANNING BOARD**

**Section 5.1. Obligation to Expedite Development Applications.** In accordance with settlement of Mount Laurel litigation the Planning Board acknowledges that CHLA shall be entitled to expeditious review and processing of its development application(s), and Planning

Board agrees to make a bona fide effort to expedite all requisite municipal development approvals, which may include the scheduling of special meetings and adjustments to meeting agendas.

**Section 5.2. Obligation to Provide Reasonable Waivers and Variances.** The Planning Board shall grant reasonable waivers and variances from the requirements of the Redevelopment Plans or zoning ordinances applicable to the CHLA Properties or, if applicable, the Alternative Properties provided that CHLA satisfies the criteria set forth in the MLUL to warrant such relief.

**Section 5.3. Prompt Exercise of Referrals Authority.** The Planning Board agrees to diligently undertake any investigation or review pursuant to the Redevelopment Law or MLUL to effectuate the redevelopment designation or rezoning of any of the CHLA Properties or Alternative Properties that may be proposed by the Township pursuant to this Agreement.

**Section 5.4. Obligation to Fulfill the Intent and Purpose of this Agreement.** Planning Board shall have an obligation to fulfill the intent and purpose of this Agreement and the Ordinance.

## **ARTICLE VI SITE REDEVELOPMENT AGREEMENTS**

### **Section 6.01. Site Redevelopment Agreements.**

Redevelopment of each of the Redevelopment Sites, or, if applicable Alternative Properties, will be governed by individual redevelopment agreements, (each, a "Site Redevelopment Agreement" or "SRA"), respecting the project to be undertaken on each Redevelopment Site (individually, a "Project"). Upon adoption by the Township of the Redevelopment Plans, for each Redevelopment Site, the Parties may enter into a Site Redevelopment Agreement in conformance with the requirements of the Redevelopment Law.

### **Section 6.02. Contents of Site Redevelopment Agreements.**

Each Site Redevelopment Agreement shall address, for each Redevelopment Site, without limitation, at least the following:

(a) **Project Components.** An overview of the various elements of each Project, including the (i) Residential Component; (ii) Affordable Housing Component; and (iii) Non-Residential Component.

(b) **Public Enhancements.** An overview of public enhancements to be provided as agreed to by the Parties.

(c) **Project Infrastructure.**

(d) **Environmental Remediation.**

(e) Project Schedule.

(f) Acquisition of Redevelopment Sites. To the extent the Redeveloper cannot privately acquire any of the Redevelopment Sites, the Site Redevelopment Agreements will provide a mechanism for the Township to exercise, in its discretion, the power of eminent domain to acquire such sites.

(g) Financial Criteria and Obligations, including anticipated five year Payment in Lieu of Taxes ("PILOT") agreements, per the Redevelopment Law, which PILOT shall include multiple abatements within a single redevelopment area pursuant to the provisions of N.J.S.A. 40A:21-14, so as to allow all phases of the developments anticipated within the redevelopment areas to receive the benefit of the full five (5) year phase-in of the PILOTs contemplated by the Parties.

(h) Governmental Approvals.

(i) Construction Requirements and Design Standards.

## **ARTICLE VII**

### **AFFORDABLE HOUSING REQUIREMENTS**

**Section 7.01. Processing of Applications Consistent with the Redevelopment Plans and/or Route 70 Ordinance.** With respect to the CHLA Properties and Alternative Properties, if applicable, CHLA shall seek Planning Board approval of development plans which are substantially consistent with the applicable Redevelopment Plan(s) or ordinance. The Parties acknowledge that CHLA has not yet engineered the development of the CHLA Properties and/or Alternative Properties and that, upon engineering the properties and submission of land development applications and applications for permits, it may become necessary to seek waivers, variances and/or other relief. In such event, the Parties acknowledge that CHLA shall be entitled to pursue such relief, consistent with the Redevelopment Agreement, Redevelopment Plans and MLUL, as may be necessary to develop the CHLA Properties or Alternative Properties substantially in accordance with the Redevelopment Plans and/or applicable ordinances. The Planning Board shall consider all such requests for relief consistent with the MLUL.

**Section 7.02. Obligation to Provide and Maintain, As Applicable, Creditworthy Affordable Units.** Notwithstanding anything herein to the contrary, CHLA shall take all necessary steps to make the Affordable Units provided for under the Agreement are creditworthy under, COAH regulations, provisions of the Uniform Housing and Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC") of and all other applicable laws and remain creditworthy for the full 30 year period of the restriction. Towards that end, CHLA, through the Affordable Housing Administrator it retains pursuant to Section 7.03 shall take at least the following measures:

(a) They shall ensure the Affordable Units satisfy the bedroom distribution requirements set forth at N.J.A.C. 5:80-26.3;

(b) CHLA shall affirmatively market the Affordable Units as set forth in the UHAC regulations;

(c) CHLA shall screen potential applicants for the Affordable Units to ensure that they qualify as low or moderate income;

(d) CHLA shall price the units within affordability limits as established by COAH, a trial judge and other applicable law;

(e) CHLA shall ensure that the Affordable Units are properly deed restricted;

(f) CHLA shall ensure that at least 50 percent of all affordable units shall be affordable to low-income households;

(g) CHLA shall integrate the affordable units with the market units to the extent feasible;

(h) CHLA shall enforce any and all other UHAC requirements and other applicable requirements of law as to the affordability, of the Affordable Units; and

(i) CHLA shall provide unit and project monitoring as required by COAH or a trial judge on an annual basis to the Township's municipal housing liaison no later than February 15th of each calendar year.

**Section 7.03. Obligation to Retain an Administrative Agent.** CHLA shall have an obligation to retain an Administrative Agent of CHLA's choosing at its exclusive expense and acceptable to the Township to perform all administrative tasks in connection with the initial sale or lease of the Affordable Units. The administrative tasks shall include, but are not limited to promptly carrying out the following: (i) appropriately marketing the Affordable Units, (ii) screening potential applicants for the Units to ensure that they qualify as low or moderate households, (iii) pricing the units at affordable rates, (iv) ensuring that the Affordable Units are properly deed restricted, and (v) enforcing any and all other UHAC requirements, requirements of all applicable State agencies as to the affordability of the Units and other requirements of law. CHLA shall have an obligation to ensure that the Administrative Agent it retains properly prices and restricts the units and otherwise takes all necessary measures to maintain the creditworthiness of the from the initial lease of the Affordable Units for at least 30 years. CHLA shall be responsible for retaining an Administrative Agent to ensure that the Units are creditworthy for at least thirty (30) years and that the Units are otherwise leased in accordance with applicable laws. In the event that the Administrative Agent fails to manage the units in a manner that preserves their creditworthiness, the Township shall have available all remedies available at law or in equity.

#### **ARTICLE VIII** **COURT APPROVAL**

**Section 8.01. Approval Procedures.** The obligations of the Parties under this Agreement are contingent upon Court approval of the following:

(a) This Agreement following a Fairness Hearing conducted in accord with applicable case law, including, but not limited to the procedures proscribed by the Appellate Division in *East/West Ventures v. Township of Fort Lee*, 286 N.J. Super. 311 (App. Div. 1996), for a "fairness hearing" and associated case law.

(b) Within ten (10) days after execution of this Agreement, the Parties shall make application to the Court for the scheduling of a Fairness Hearing for approval of this Agreement. Following the scheduling of a Fairness Hearing date, Township and Planning Board shall comply with all notice requirements as may be directed by the Court.

(c) The Parties agree to cooperate and participate in the defense of any challenge to or appeal of the contemplated Court approval of (i) this Agreement; (ii) any Redevelopment Agreement or any related implementing document or action; and/or (iii) any Ordinance contemplated by this Agreement.

(d) Each Party shall be responsible for its own costs and expenses associated with seeking Court approval for and implementing this Agreement, the Redevelopment Agreement and/or the Ordinance, including any litigation defense costs. This provision shall not be construed to preclude joint representation of the Township and Planning Board in any litigation or other proceeding. All decisions as to strategy as to particular actions to be taken in defense of any litigation shall be within the sole discretion of each Party.

(e) The obligations of the Parties under this Agreement are contingent on Court approval as contemplated by this Section VII. If this Agreement is not approved by the Court within one hundred and twenty (120) days after execution of this Agreement, then each Party shall have the unilateral option of terminating this Agreement and continuing with the Litigation.

#### **ARTICLE IX** **MISCELLANEOUS**

**Section 9.01. Notices.** Formal notices, demands and communications between the Township and CHLA shall be deemed given if dispatched to the address set forth below by registered or certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service with packaging tracking capability and for which proof of delivery is available. In this case such notice is deemed effective upon delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by written notice.

Copies of all notices, demands and communications shall be sent as follows:

To CHLA:

John Cranmer, Esquire  
c/o First Montgomery Group

78 E. Main Street  
Marlton, NJ 08053  
Fax: (856) 985-2445  
Email: jcranmer@fmgnj.com

With Copy to:  
Richard J. Hoff, Esq.  
Bisgaier Hoff, LLC  
25 Chestnut Street, Suite 3  
Haddonfield, NJ 08033  
Fax: 856-795-0312  
Email: rhoff@bisgaierhoff.com

**TO TOWNSHIP:**

Robert N. Wright, Esquire  
Cherry Hill Solicitor  
Legal Department  
820 Mercer Street  
Cherry Hill, NJ 08002  
Fax:  
Email: rwright@chtownship.com

With copy to:

Jeffrey R. Surenian and Associates, LLC  
707 Union Avenue, Suite 301  
Brielle, New Jersey 08731  
Fax: 732 612-3101  
Email: jrs@surenian.com

**TO THE PLANNING BOARD:**

Planning Board Secretary  
820 Mercer Street  
Cherry Hill, NJ 08002

With copy to:  
Allen S. Zeller, Esquire  
Zeller & Wieliczko, LLP  
120 Haddontowne Court  
Cherry Hill, NJ 08034

**Section 9.02. Conflict of Interest.** No member, official or employee of the Township shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

**Section 9.03. No Consideration For Agreement.** CHLA warrants it has not paid or given, and will not pay or give, any third person any money or other consideration in connection with obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. CHLA further warrants it has not paid or incurred any obligation to pay any officer or official of the Township, any money or other consideration for or in connection with this Agreement.

**Section 9.04. Non-Liability of Officials and Employees of the Township.** No member, official, employee agent or consultant of the Township shall be personally liable to CHLA, or any successor in interest, in the event of any default or breach by the Township, or for any amount which may become due to CHLA or its successor, or on any obligation under the terms of this Agreement.

**Section 9.05. Non-Liability of Officials and Employee of CHLA.** No member, officer, shareholder, director, partner or employee of CHLA shall be personally liable to the Township, or any successor in interest, in the event of any default or breach by CHLA or for any amount which may become due to the Township, or their successors, on any obligation under the terms of this Agreement unless such liability is separately assumed under a separate document.

**Section 9.06. No Brokerage Commissions.** The Township and CHLA each represent one to the other that no real estate broker initiated, assisted, negotiated or consummated this Agreement as broker, agent, or otherwise acting on behalf of either the Township or CHLA, and the Township and CHLA shall indemnify each other with respect to any claims made by any person, firm or organization claiming to have been so employed by the indemnifying party.

**Section 9.07. Provisions Not Merged With Deeds.** To the extent that the provisions of this Agreement are intended to bind CHLA's assigns and successors, its provisions shall not be merged by reason of any deeds transferring title to any portion of a Redevelopment Site from CHLA or any successor in interest, and any such deeds shall not be deemed to affect or impair the provisions and covenants of this Agreement.

**Section 9.08. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto, and their heirs, executors, and administrators.

**Section 9.09. Titles of Articles and Sections.** The titles of the several Articles and Sections of this Agreement are inserted for the convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**Section 9.10. Severability.** If any Non-Material term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

**Section 9.11. Modification of Agreement.** No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing, duly authorized, and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

**Section 9.12. Execution of Counterparts.** This Agreement may be executed in one or more counterparts and when each party has executed and delivered at least one counterpart, this Agreement shall become binding on the parties and such counterparts shall constitute one and the same instrument.

**Section 9.13. Prior Agreements Superseded.** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes any prior agreement and all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

**Section 9.14. Waivers and Amendments in Writing.** All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Township and CHLA and all amendments hereto must be in writing and signed by the appropriate authorities of the Township and CHLA.

**Section 9.15. Drafting Ambiguities; Interpretation.** In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Agreement, each party acknowledging that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same.

**Section 9.16. Default and Remedies.** Upon the occurrence of a Default, the adversely affected Party shall provide written notice of said default to the defaulting Party. The defaulting Party shall have a reasonable opportunity to cure the default within thirty (30) days ("Cure Period"). If the defaulting Party has cured the default within the Cure Period, there shall no longer be a Default. Upon the occurrence of a Default, which has not been cured within the Cure Period, if any, the adversely affected Party, in addition to or conjunction with any rights set forth above, shall have the right, in addition to those set forth in this Agreement, to pursue any and all legal or equitable remedies.

**Section 9.17. Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of New Jersey. The Parties agree that any action instituted regarding this Agreement shall be filed in the New Jersey Superior Court, Camden County. CHLA hereby agrees that it will submit to the personal jurisdiction of that court and will not attempt to have any such action dismissed, abated or transferred on the ground of *forum non conveniens*. The Parties irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to it at its address specified in this Agreement. The Parties agree that a final, non-appealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. CHLA hereby waives any right to seek removal of any action or proceeding.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

ATTEST:

**CHERRY HILL LAND ASSOCIATES  
LIMITED LIABILITY COMPANY**

  
\_\_\_\_\_  
John D. Conner

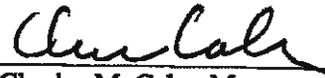
By: CHLA LLC, Its Managing Member

  
\_\_\_\_\_  
By: Michael Haydinger, Managing Member

**TOWNSHIP OF CHERRY HILL**

ATTEST:

\_\_\_\_\_  
Clerk

By:   
\_\_\_\_\_  
Charles M. Cahn, Mayor

[SEAL]

ATTEST:

**PLANNING BOARD OF THE TOWNSHIP  
OF CHERRY HILL**

\_\_\_\_\_  
Clerk

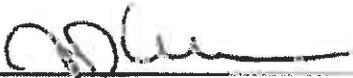
By: \_\_\_\_\_  
John S. Osorio, Chair

[SEAL]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, all as of the date first above written.

ATTEST:

  
\_\_\_\_\_  
John D. Cozzano

**CHERRY HILL LAND ASSOCIATES  
LIMITED LIABILITY COMPANY**

By: CHLA LLC, Its Managing Member

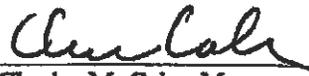
  
\_\_\_\_\_  
By: Michael Haydinger, Managing Member

**TOWNSHIP OF CHERRY HILL**

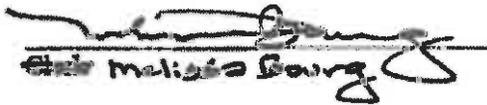
ATTEST:

\_\_\_\_\_  
Clerk

[SEAL]

By:   
\_\_\_\_\_  
Charles M. Cahn, Mayor

ATTEST:

  
\_\_\_\_\_  
Maria's George

[SEAL]

**PLANNING BOARD OF THE TOWNSHIP  
OF CHERRY HILL**

By:   
\_\_\_\_\_  
Juan E. Osorio, Chair





**DEED OF EASEMENT RESTRICTING USE OF PROPERTY**

State of New Jersey

ss.

Country of Camden

This instrument was prepared by:

Richard J. Hoff, Jr., Esquire

This Deed of Easement ("Easement") made June \_\_\_\_, 2015 by CHERRY HILL LAND ASSOCIATES LIMITED LIABILITY COMPANY, 78 E. Main Street, Marlton, New Jersey 08053, referred to as Grantor in favor of CHERRY HILL TOWNSHIP, CAMDEN COUNTY, New Jersey, referred to as Grantee.

Whereas, Grantor is the sole, fee simple owner of a tract of land currently known as Woodcrest Country Club and located at 300 E Evesham Road, in Cherry Hill Township, New Jersey, identified on the Township tax map as Block 528.01, Lot 11 and as described in a deed to Grantor from Woodcrest Country Club, a non-profit corporation acting through Bonnie Glantz Fatell, Chapter 11, Trustee,, by deed dated May 19, 2013, recorded in the Camden Clerk's Office in Deed Book 9820, page 611 (the "Property");

Whereas, the current use of the Property as golf course and related active recreation purposes possesses natural, scenic, open space, and cultural values of great importance to the people of Cherry Hill Township; and

Whereas, the development potential of the Property was asserted by the Grantor in a matter pending before the Superior Court of New Jersey, Camden Vicinage, captioned as Fair Share Housing v. Cherry Hill Township et al, docket number L-04889-01 (the "Litigation"); and

Whereas, the Grantor and Grantee have entered into a June 8, 2015 Settlement Agreement in the Litigation ("Settlement"), which Settlement, in part, contemplates the recording of this Deed to prohibit development of the Property in a manner inconsistent with the current recreational and/or Country Club use of the Property; and

Whereas, Grantor and Grantee intend that Woodcrest Country Club (or any successor name) be permitted to operate in manner consistent with its long recreational history and also be permitted to add or remove buildings or uses that are consistent with this Easement; and

Whereas, inherent in the definition of a Golf Course and Country Club is the use of the Property for professional tournaments, golf outings, weddings, family and corporate events, and similar uses; and

Whereas, Grantee is a municipal corporation duly authorized to acquire interest in real property, including easements;

Now therefore, Grantor grants and conveys to Grantee a perpetual easement in gross to restrict the use of Property, subject to the following covenants, terms, conditions, and restrictions:

(1) **Purpose and Permitted Uses.** The purpose of this Easement is to ensure that the Property will forever be retained as a Country Club facility that shall at all times contain a public or private golf course with at least 18 holes and related active and passive recreation uses. The following uses are consistent with that purpose and expressly permitted, provided that they primarily serve and are accessory to an eighteen (18) hole Golf Course and Country Club and its members and guests:

- a. Country Club and Golf Course
- b. Golf Driving Range
- c. Clubhouse including restaurant and banquet facilities
- d. Swimming pool
- e. A building on the golf course, often located between the 9th and 10th holes, with a kitchen, seating area and rest room where golfers are served meals, light snacks and refreshments during their round of golf and commonly known as a "Halfway House."
- f. Tennis Courts
- g. Squash Courts
- h. Paddle Tennis
- i. Horse Riding Ring & Stable
- j. Skating Rink
- k. Locker rooms for golf course and pools, including showers and bathroom facilities
- l. Cooking and eating facilities associated with a golf course or recreational facility
- m. Golf shop and golf cart building
- n. Golf Maintenance Building
- o. Up to 8 Cottages on the Property designed for golf, wedding and/or event overnight guests, subject to the restrictions herein. Each Cottage shall be permitted to be designed and constructed in accordance with golf club industry standards, and shall be permitted to have up to four bedrooms, a great room or other common areas such as a deck or patio, and bathrooms. Cottages shall not

12/14

be permitted to have a full kitchen. Cottages shall be limited to short term stay of guests of Grantor, guests of Grantor's members or wedding or other event guests.

- p. Fitness center and spa facilities
  - q. Outdoor Storage of material and supplies and outdoor storage of organic material consistent with the operation of a golf course
  - r. Continuation of the caretaker's house on Haddonfield Berlin Road having a current address of 1950 Haddonfield Berlin Road, Cherry Hill NJ, as a residential use, including the renovation or reconstruction of same, subject to the restriction that it may not be expanded beyond 50% of its current footprint.
  - s. Conservation
  - t. Public parks and recreation
  - u. Pedestrian; trails and paths, paved and unpaved; nature trails, boardwalks and wildlife observation areas and improvements;
  - v. Cultural, scientific and educational purposes, including agricultural, archeological, horticultural, and environmental sciences, which have no material adverse impact on the Property and the uses herein provided and are consistent with the purposes of this deed;
  - w. Enhancement of wildlife habitat;
  - x. Enhancement of forests (including without limitation reforestation);
  - y. Events not inconsistent with the uses and purposes herein provided, including without limitation collection of fees normally associated with the use of golf courses or park facilities; special events, cultural events, educational uses;
  - z. Use and structures on the Property that are consistent to, and appurtenant with, the expressly permitted uses set forth herein including but not limited to bunkers, tees and greens, drainage facilities, cart paths, internal driveways, parking lots, light poles, utility poles, fences, signs and similar structures.
- (2) Should the Property cease to be used as a Country Club facility and/or a golf course, then the Property shall only be used for active or passive recreational use, consistent with the expressly permitted uses outlined above in 1(a)-(z). Any and all other uses are expressly prohibited, including residential, commercial, industrial, or institutional development, but nothing herein shall prevent Country Club and/or a golf course use from commencing after a cessation with the primary and appurtenant uses set forth in 1 above.
- (3) Any individual recreational structures constructed on the Property shall not exceed 50,000 square feet. This size restriction shall not apply to (i) core golf course components such as the golf course, driving range or practice facilities, cart paths, the renovation, construction or reconstruction of a clubhouse, maintenance building, cart barn and similar structures; (ii) parking lots or areas serving a permitted use; (iii) passive

recreation components such as pedestrian trails and paths, paved and unpaved; nature trails, boardwalks and wildlife observation areas and improvements; or (iv) existing structures on the Property.

- (4) **Rights of Grantee.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:
- a. to preserve and protect the Property's use as a Country Club and public or private golf course with related active and passive recreation uses as specifically contemplated herein; and
  - b. to enter on the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that the entry will be on prior reasonable notice to Grantor, and Grantee will not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.
- (5) **Prohibited Uses.** Any use not listed or consistent with those uses set forth at Section 1 of this Easement shall be prohibited, including but not limited to the following:
- a. any residential, commercial, institutional or industrial use of or activity on the Property;
  - b. any alteration of the surface of the land, including, without limitation, the excavation or removal of soil, sand, gravel, rock, peat, or sod, except as may be required in the course of any activity permitted in this Easement;
  - c. any use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or sub-surface waters. However, this prohibition will not be construed as extending to normal golf course operations and practices (including, without limitation, grading operations and the use of agrichemicals such as fertilizers, pesticides, herbicides, and fungicides) that are substantially in accordance with the standard operation of a golf course, recreational facility, or other permitted use under this Easement;
  - d. the placement of any signs or billboards on the Property except that signs that are ancillary to the Grantor's use and identification of the Property shall be permitted, subject to local ordinances governing such signs;
  - e. subdivision of the Property, except to serve the intent and purposes of this Easement.
- (6) **Reserved Rights.** Grantor reserves to itself and to Grantor's personal representatives, heirs, successors, and assigns, all rights accruing from Grantor's ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited in this instrument and are not inconsistent with the purpose of this easement. Without limiting the generality of the above, the following rights are expressly reserved:

- a. to engage in any and all uses of the Property that are not prohibited in this instrument and are not inconsistent with the purpose of this Easement, include engaging in any country club and/or golf course uses; and
- b. to engage in and permit others to engage in recreational uses of the Property, including without limitation, swimming, golfing, and related active and passive recreation.

Nothing in this Easement will be construed to permit the Grantor to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.

- (7) **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.
- (8) **Extinguishment.** The Property will not be converted or diverted from open space land use, except as permitted by this Easement.
- (9) **Modification.** This Agreement may only be modified by agreement of the Grantor and Grantee in a written agreement that is recorded with the Camden County Clerk. No approval of any modification shall be required by any other public or private entity, including the Court that approved the Settlement Agreement.
- (10) **Recordation.** Grantee will record this instrument in timely fashion in the official records of Camden County, and may rerecord it at any time as may be required to preserve its rights in this Easement.
- (11) **Green Acres.** Green Acres funds were not utilized for the acquisition of the development rights for the Property. The Property shall not be designated as "parkland" or otherwise placed on the Cherry Hill Township Restricted Open Space Inventory ("ROSI") or any similar list maintained by any governmental entity.
- (12) **General Provisions.** All provisions of this Easement will be governed by the laws of the State of New Jersey. This instrument contains the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged in this instrument. All covenants, terms, conditions, and restrictions in this instrument will constitute covenants running with the land, binding Grantor and its successors in interest, and inuring to the benefit of Grantee only in its capacity as a municipal corporation.

Dated: June 8, 2015

Cherry Hill Land Associates Limited Liability Company  
By: CHLA LLC, Its Managing Member

By: Michael Haydinger, Managing Member



Signed, sealed, and delivered in the presence of:

\_\_\_\_\_

Name:

Address:

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_

Name:

Address:

Subscribed and sworn to before me on the \_\_\_\_\_ day of June, 2015

(Handwritten mark)

**Exhibit B**  
**First Option to Purchase**

*(Handwritten mark)*

**NOTICE OF FIRST OPTION TO PURCHASE THE WOODCREST PROPERTY**

THIS NOTICE OF RIGHT OF FIRST REFUSAL is dated the \_\_\_\_ day of June, 2015, between **THE TOWNSHIP OF CHERRY HILL**, a body corporate and politic of the State of New Jersey with offices at 820 Mercer Street, Cherry Hill, New Jersey 08002 (the "Township") and **CHERRY HILL LAND ASSOCIATES LIMITED LIABILITY COMPANY** ("CHLA"), with offices at 78 E. Main Street, Marlton, New Jersey 08053, (herein called "CHLA"). The Township and CHLA shall be singularly referred to herein as "Party" and collectively as "Parties."

**W-I-T-N-E-S-S-E-T-H:**  
**Recitals**

**WHEREAS**, CHLA is the owner of property within the Township which is identified on the Township tax maps as Block 528.01, Lot 11, commonly known as the Woodcrest Country Club ("Woodcrest Property");

**WHEREAS**, the Woodcrest Property has maintained a golf course, Country Club and other recreational uses and activities on the Woodcrest Property for many years ("Woodcrest Operation");

**WHEREAS**, the Township has maintained that the Woodcrest Property and the Woodcrest Operations are an important recreational asset within the Township;

**WHEREAS**, CHLA maintained in the matter Fair Share Housing Center, Inc., Camden County Branch of The N.A.A.C.P.; Southern Burlington County Branch of The N.A.A.C.P. vs. Township of Cherry Hill. Township of Cherry Hill Planning Board; Township of Cherry Hill Zoning Board, Docket No.: L-04889-01 (the "Litigation") that the Woodcrest Property should be developed in a manner that would eliminate the Woodcrest Operations on the Woodcrest Property;

**WHEREAS**, pursuant to a June 8, 2015 Settlement Agreement reached between CHLA and the Township in the Litigation (the "Settlement Agreement"), the terms of which are incorporated as if set forth at length herein, CHLA has agreed to maintain the Woodcrest Operations for a certain period;

**WHEREAS**, pursuant to the Settlement Agreement, CHLA has provided the Township a right to acquire the Woodcrest Property in the event that the entirety of the Woodcrest Operations cease on the Woodcrest Property;

**NOW THEREFORE**, for good and valuable consideration, the Parties desire to establish the terms of the Township right of first option to purchase the Woodcrest Property;



**1. Township's First Option to Purchase to the Woodcrest Property**

a. In the event that the entirety of the Woodcrest Operations cease, as cessation is defined at Section 1(b) herein, the Township shall have a right to acquire the Woodcrest Property from CHLA in the manner set forth at Section 1(c), herein.

b. Cessation of the entirety of Woodcrest Operations shall be deemed to occur upon a cessation of golf course operations on the Woodcrest Property for a period of more than six (6) consecutive months. A golf course renovation project undertaken with the intention to reopen the golf course operations shall not be treated as a cessation of golf course operations. Prior to the Township attempting to exercise any purchase rights, the Township shall, upon an alleged cessation of the golf course operations for the required six (6) month period, send CHLA a notice of default and CHLA shall have a thirty (30) day period to contest or cure any alleged default. Notice of default shall be sent in accordance with Section 9.01 of the Settlement Agreement.

c. The purchase price for the Woodcrest Property and Woodcrest Operations to be paid by the Township pursuant to this Notice, shall be agreed to by the Parties or, in the absence of an agreement, by the Superior Court of New Jersey upon application by a Party, consistent with eminent domain principles for valuation as set forth at N.J.S.A. 20:3-1, et seq.

IN WITNESS WHEREOF, the parties have executed this Notice of Right of First Option to Purchase on the 8 day of June, 2015.

ATTEST:

**CHERRY HILL LAND ASSOCIATES  
LIMITED LIABILITY COMPANY**

By: CHLA LLC, Its Managing Member

\_\_\_\_\_  
By: Michael Haydinger, Managing Member

**TOWNSHIP OF CHERRY HILL**

ATTEST:

By:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Charles M. Cahn, Mayor



**ACKNOWLEDGMENTS**

State of New Jersey :  
County of Camden : ss.

I CERTIFY that on June \_\_\_\_\_, 2015, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Township Clerk, who I am satisfied: (a) is the Clerk of the Township of Cherry Hill, the municipal corporation named in this document; (b) is the attesting witness to the signing of this document by the proper officer who is Charles M. Cahn, Mayor of the Township of Cherry Hill; (c) signed, sealed and delivered this document on behalf of the Township as its voluntary act and deed under authority from its governing body; (d) this person knows the seal of the Township which was affixed to this document; and (e) signed this proof to attest to the truth of these facts.

---

State of New Jersey :  
County of Camden : ss.

I CERTIFY that on June 8, 2015, Michael Haydinger personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is named in and personally signed the attached document as the Managing Member of CHLA LLC, the Managing Member of Cherry Hill Land Associates Limited Liability Company; and

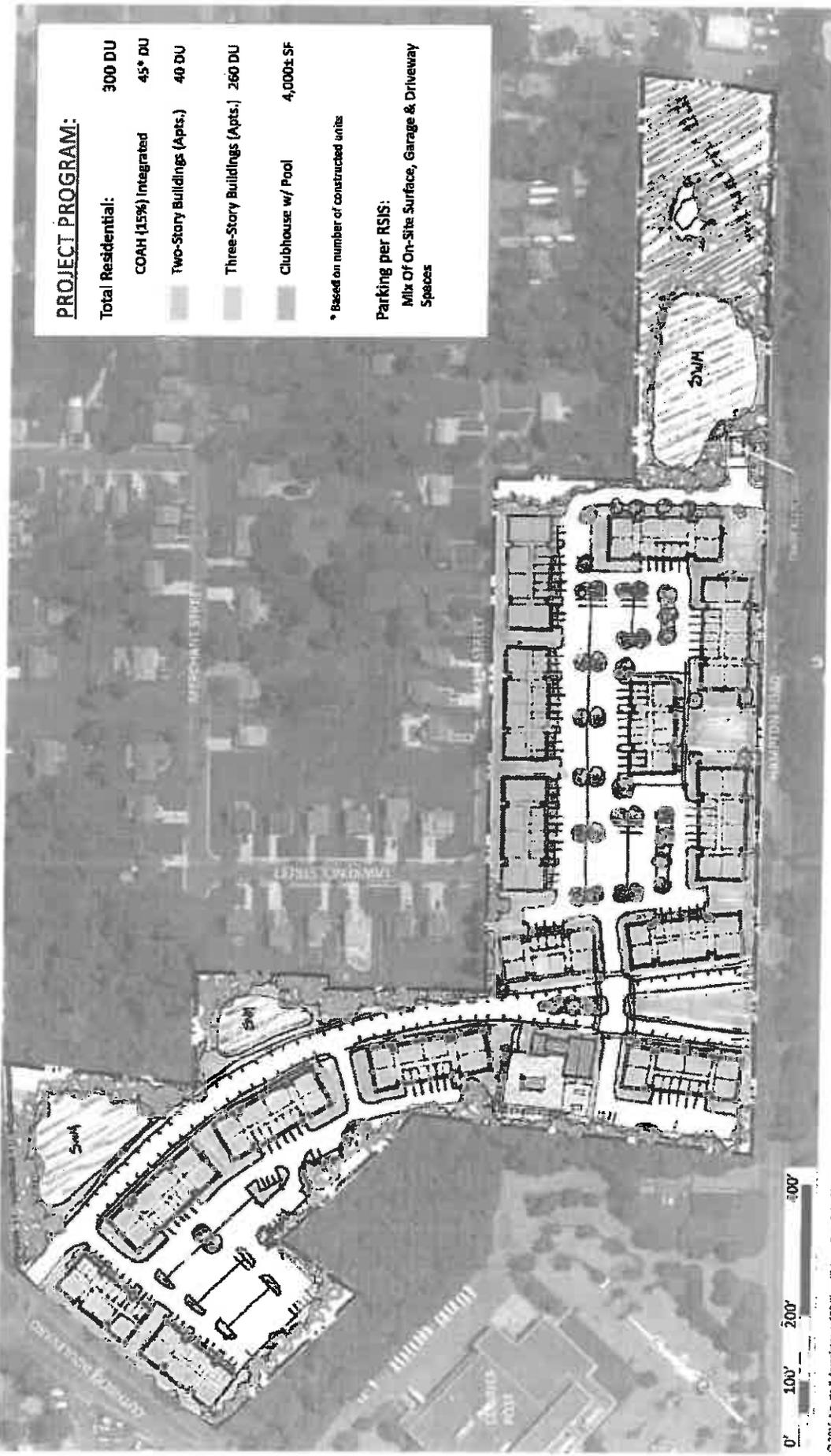
(b) signed and delivered this document as his or her act and deed on behalf of said limited liability company.

---



**Exhibit C**  
**Hampton Concept**

*(Handwritten mark)*



**PROJECT PROGRAM:**

- Total Residential: 300 DU
  - COAH (15%) Integrated 45\* DU
  - Two-Story Buildings (Apts.) 40 DU
  - Three-Story Buildings (Apts.) 260 DU
  - Clubhouse w/ Pool 4,000± SF
- \* Based on number of constructed units
- Parking per RSIS:**  
 Mix Of On-Site Surface, Garage & Driveway Spaces

Alberto Architecture  
 Interior Design  
 Land Planning

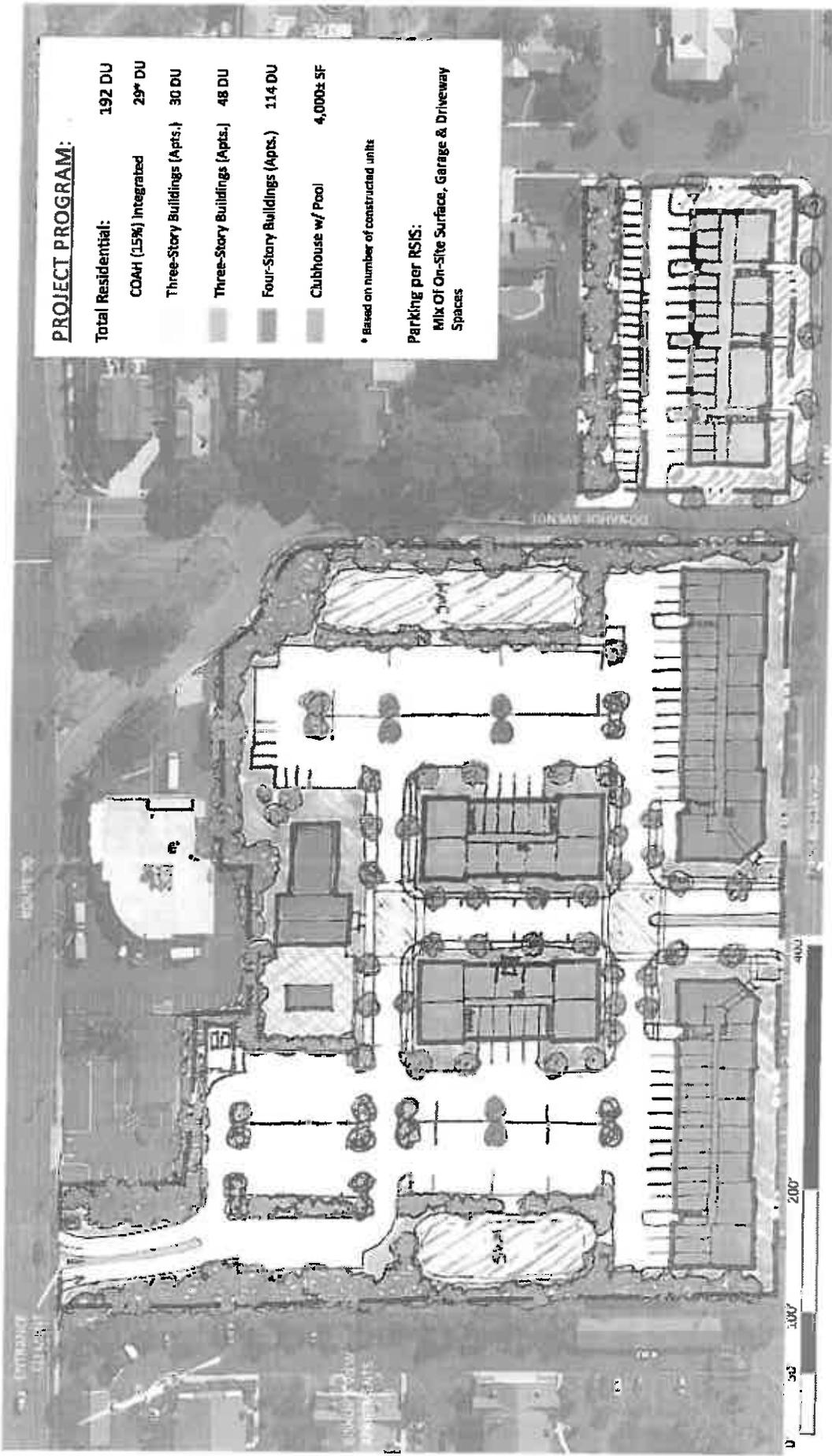
© 2015 Alberto Architecture • 112 Ches. Highway 24 • Suite 200, Haddonfield, NJ 08033 • Tel. (856) 354-1323

**Conceptual Site Plan**  
 Block 596.04, Lots 4 & 5; Block 112.01, Lot 11 & Block 111.02, Lot 7  
 Hampton Road, Cherry Hill, NJ  
 June 4, 2015



(15)

**Exhibit D**  
**Park Blvd. Concept**



**PROJECT PROGRAM:**

<b>Total Residential:</b>	192 DU
COAH (15%) Integrated	29* DU
Three-Story Buildings (Apts.)	30 DU
Three-Story Buildings (Apts.)	48 DU
Four-Story Buildings (Apts.)	114 DU
Clubhouse w/ Pool	4,000± SF

\* Based on number of constructed units

**Parking per RSIS:**  
 Mix Of On-Site Surface, Garage & Driveway Spaces

**Conceptual Site Plan**  
 Block 1.01, Lots 3 & 4; Block 3.01, Lot 1  
 Park Boulevard, Cherry Hill, NJ  
 June 4, 2015

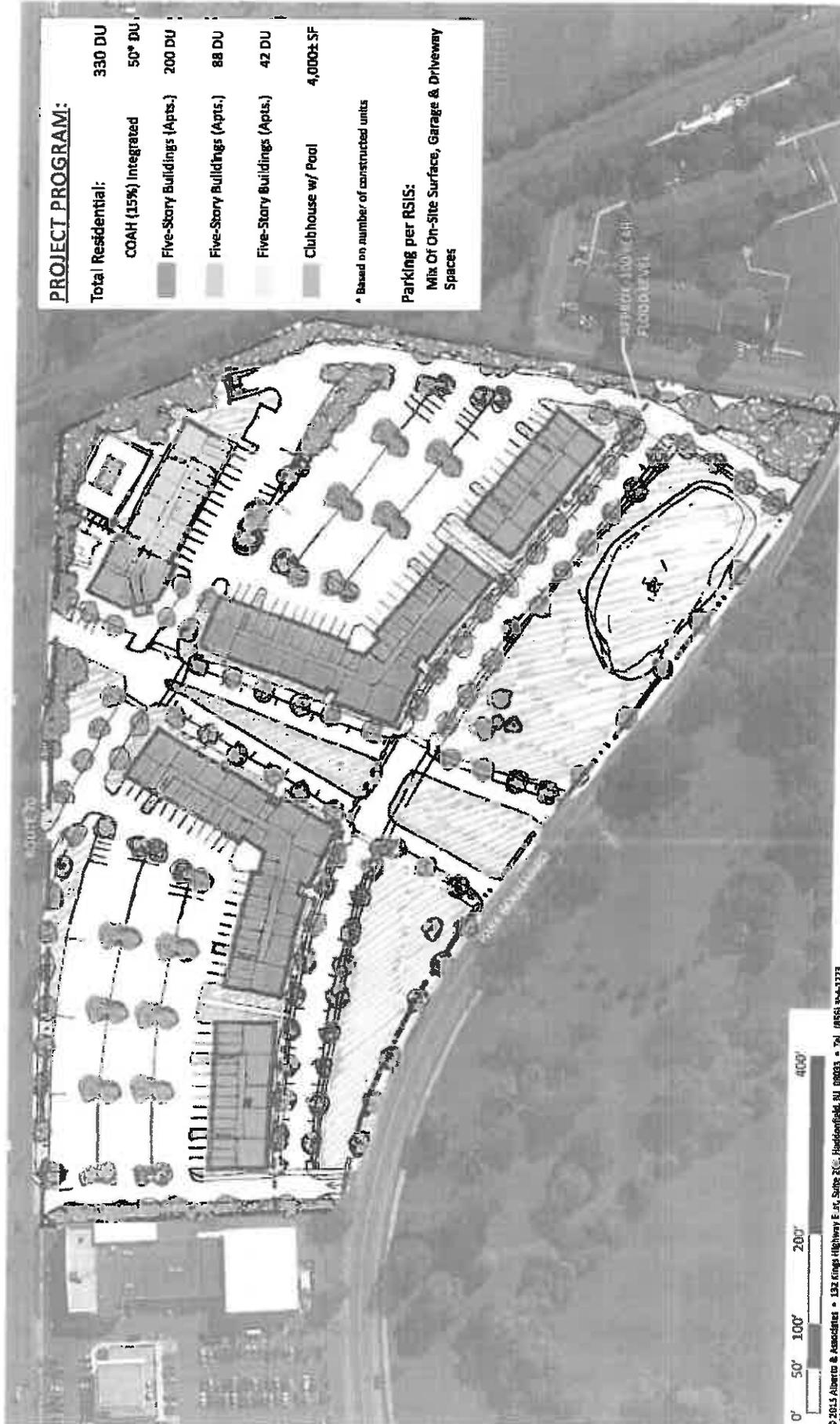
© 2015 Alberto S. Associates • 152 Ridge Highway East, Suite 200, Marlton, NJ 08053 • Tel: (856) 314-1323

Alberto S. Associates  
 Architecture  
 Interior Design  
 Land Planning

FIRST AMENITY CONSULTING GROUP

**Exhibit E**  
**Route 70 Concept**

Handwritten mark or signature in a circle.



**PROJECT PROGRAM:**

Total Residential:	330 DU
COAH (15%) Integrated	50* DU
Five-Story Buildings (Apts.)	200 DU
Five-Story Buildings (Apts.)	88 DU
Five-Story Buildings (Apts.)	42 DU
Clubhouse w/ Pool	4,000± SF

\* Based on number of constructed units

**Parking per RSIS:**  
 Mix Of On-Site Surfaces, Garage & Driveway Spaces

0' 50' 100' 200' 400'

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**Albertin Architecture**  
 Interior Design  
 Land Planning

**Conceptual Site Plan**

Block 27.01, Lots 5, 6 & 7  
 Park Boulevard, Cherr, Hill, NJ

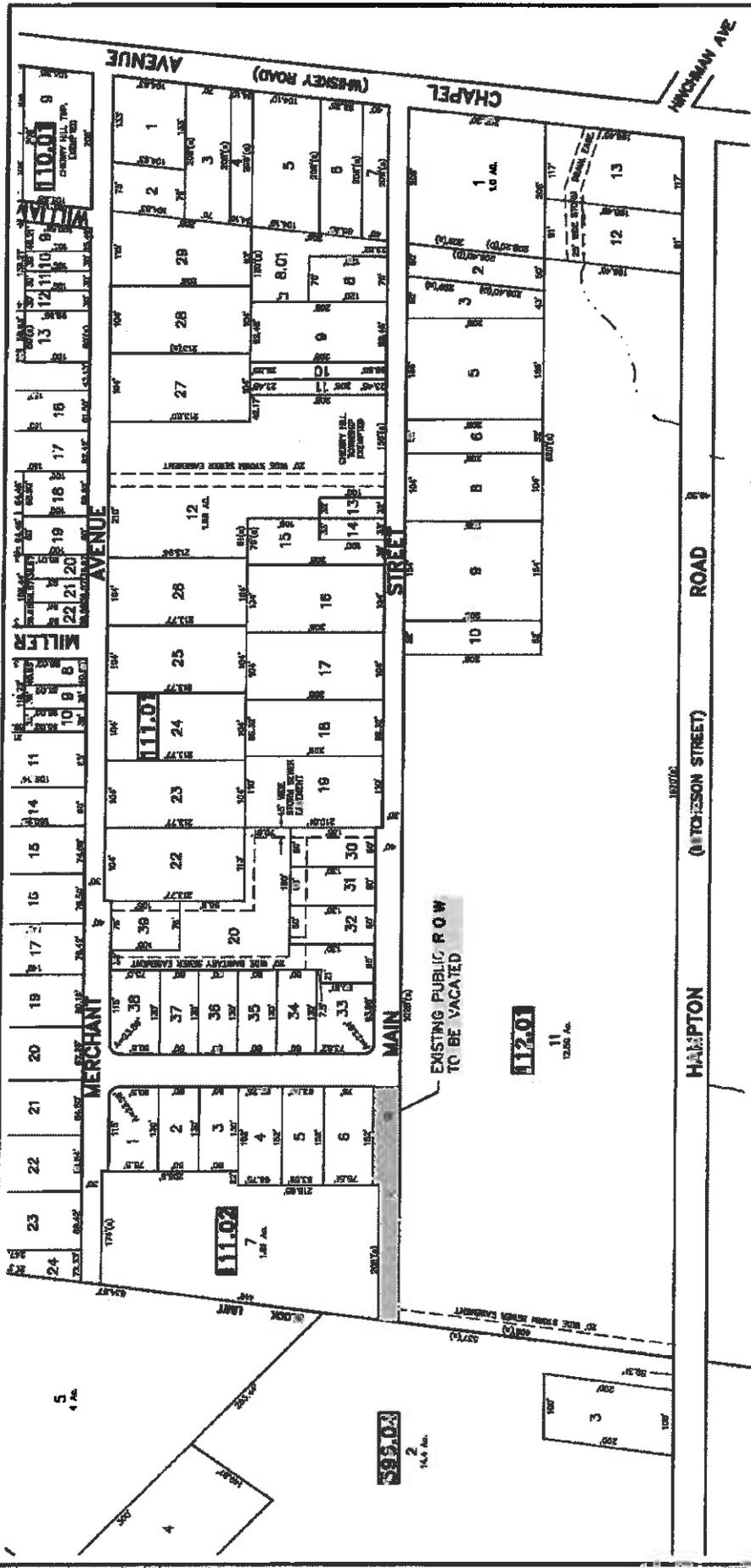
June 4, 2015

FIRST MONUMENTAL GROUP



Exhibit F  
Roadway Vacation for Hampton

123



533 Beckwith Road  
 Suite 608  
 Swedesboro, NJ 08085  
 Tel: (856) 241-9709  
 Fax: (856) 241-9709

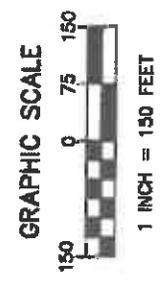
**Marlton**  
 Engineering & Environmental Services, Inc.  
 Certificate of Authority: CA240A37955780

**614 HAMPTON ROAD**  
 BLOCK 111.02, LOT 7 AND BLOCK 112.01, LOT 11  
 TOWNSHIP OF CHERRY HILL, CAMDEN COUNTY, NEW JERSEY

**FIRST MONTGOMERY GROUP**  
 78 E. MAIN STREET  
 MARLTON, NEW JERSEY 08053

**VACATED R.O.W. EXHIBIT**

FMG 002.01



DATE: 05/18/2016  
 APPROVED: J. DOUGHERTY  
 SCALE: 1" = 150'  
 DWN BY: C. HARRIS

**Exhibit G**  
**Roadway Vacation for Park Blvd.**

*(Handwritten mark)*



ST. MARY'S DOCUMENTATION **APPENDIX E**

# ST. MARY'S VILLAGE APARTMENTS

UNIT NUMBER	STREET ADDRESS	RENTAL CO	NOTES
100	FATIMA COURT	X	SUPERINTENDENT UNIT
101	FATIMA COURT	X	RENTAL CO INCLUDED
102	FATIMA COURT	X	RENTAL CO INCLUDED
103	FATIMA COURT	X	RENTAL CO INCLUDED
104	FATIMA COURT	X	RENTAL CO INCLUDED
105	FATIMA COURT	X	RENTAL CO INCLUDED
106	FATIMA COURT	X	RENTAL CO INCLUDED
107	FATIMA COURT	X	RENTAL CO INCLUDED
108	FATIMA COURT	X	RENTAL CO INCLUDED
109	FATIMA COURT	X	RENTAL CO INCLUDED
110	FATIMA COURT	X	RENTAL CO INCLUDED
111	FATIMA COURT	X	RENTAL CO INCLUDED
112	FATIMA COURT	X	RENTAL CO INCLUDED
113	FATIMA COURT	X	RENTAL CO INCLUDED
114	FATIMA COURT	X	RENTAL CO INCLUDED
115	FATIMA COURT	X	RENTAL CO INCLUDED
116	FATIMA COURT	X	RENTAL CO INCLUDED
117	FATIMA COURT	X	RENTAL CO INCLUDED
118	FATIMA COURT	X	RENTAL CO INCLUDED
119	FATIMA COURT	X	RENTAL CO INCLUDED
120	FATIMA COURT	X	RENTAL CO INCLUDED
121	FATIMA COURT	X	RENTAL CO INCLUDED
122	FATIMA COURT	X	RENTAL CO INCLUDED
123	FATIMA COURT	X	RENTAL CO INCLUDED
124	FATIMA COURT	X	RENTAL CO INCLUDED
125	FATIMA COURT	X	RENTAL CO INCLUDED
126	FATIMA COURT	X	RENTAL CO INCLUDED
127	FATIMA COURT	6/1/1991	CONFIRMED BY DIOCESAN HOUSING CORP.
128	FATIMA COURT	X	RENTAL CO INCLUDED
129	FATIMA COURT	X	RENTAL CO INCLUDED
130	FATIMA COURT	X	RENTAL CO INCLUDED
131	FATIMA COURT	6/23/1996	CONFIRMED BY DIOCESAN HOUSING CORP.
132	FATIMA COURT	X	RENTAL CO INCLUDED
133	FATIMA COURT	8/3/2012	CONFIRMED BY DIOCESAN HOUSING CORP.
134	FATIMA COURT	X	RENTAL CO INCLUDED
135	FATIMA COURT	X	RENTAL CO INCLUDED
136	FATIMA COURT	X	RENTAL CO INCLUDED
137	FATIMA COURT	X	RENTAL CO INCLUDED
138	FATIMA COURT	X	RENTAL CO INCLUDED
139	FATIMA COURT	X	RENTAL CO INCLUDED
140	FATIMA COURT	X	RENTAL CO INCLUDED
141	FATIMA COURT	12/10/1996	CONFIRMED BY DIOCESAN HOUSING CORP.
142	FATIMA COURT	X	RENTAL CO INCLUDED
143	FATIMA COURT	8/20/2003	CONFIRMED BY DIOCESAN HOUSING CORP.
144	FATIMA COURT	X	RENTAL CO INCLUDED
145	FATIMA COURT	2/25/2005	CONFIRMED BY DIOCESAN HOUSING CORP.
146	FATIMA COURT	X	RENTAL CO INCLUDED
147	FATIMA COURT	6/12/2002	CONFIRMED BY DIOCESAN HOUSING CORP.
148	FATIMA COURT	X	RENTAL CO INCLUDED
149	FATIMA COURT	X	RENTAL CO INCLUDED
200	LOURDES COURT	X	RENTAL CO INCLUDED
201	LOURDES COURT	X	RENTAL CO INCLUDED

202	LOURDES COURT	X	RENTAL CO INCLUDED
203	LOURDES COURT	X	RENTAL CO INCLUDED
204	LOURDES COURT	X	RENTAL CO INCLUDED
205	LOURDES COURT	X	RENTAL CO INCLUDED
206	LOURDES COURT	X	RENTAL CO INCLUDED
207	LOURDES COURT	X	RENTAL CO INCLUDED
208	LOURDES COURT	X	RENTAL CO INCLUDED
209	LOURDES COURT	X	RENTAL CO INCLUDED
210	LOURDES COURT	X	RENTAL CO INCLUDED
211	LOURDES COURT	X	RENTAL CO INCLUDED
212	LOURDES COURT	X	RENTAL CO INCLUDED
213	LOURDES COURT	X	RENTAL CO INCLUDED
214	LOURDES COURT	X	RENTAL CO INCLUDED
215	LOURDES COURT	X	RENTAL CO INCLUDED
216	LOURDES COURT	X	RENTAL CO INCLUDED
217	LOURDES COURT	X	RENTAL CO INCLUDED
218	LOURDES COURT	X	RENTAL CO INCLUDED
219	LOURDES COURT	X	RENTAL CO INCLUDED
220	LOURDES COURT	X	RENTAL CO INCLUDED
221	LOURDES COURT	X	RENTAL CO INCLUDED
222	LOURDES COURT	X	RENTAL CO INCLUDED
223	LOURDES COURT	X	RENTAL CO INCLUDED
224	LOURDES COURT	X	RENTAL CO INCLUDED
225	LOURDES COURT	X	RENTAL CO INCLUDED
226	LOURDES COURT	X	RENTAL CO INCLUDED
227	LOURDES COURT	X	RENTAL CO INCLUDED
228	LOURDES COURT	X	RENTAL CO INCLUDED
229	LOURDES COURT	X	RENTAL CO INCLUDED
230	LOURDES COURT	X	RENTAL CO INCLUDED
231	LOURDES COURT	X	RENTAL CO INCLUDED
232	LOURDES COURT	X	RENTAL CO INCLUDED
233	LOURDES COURT	X	RENTAL CO INCLUDED
234	LOURDES COURT	X	RENTAL CO INCLUDED
235	LOURDES COURT	X	RENTAL CO INCLUDED
236	LOURDES COURT	X	RENTAL CO INCLUDED
237	LOURDES COURT	X	RENTAL CO INCLUDED
238	LOURDES COURT	X	RENTAL CO INCLUDED
239	LOURDES COURT	2/15/1996	CONFIRMED BY DIOCESAN HOUSING CORP.
240	LOURDES COURT	X	RENTAL CO INCLUDED
241	LOURDES COURT	X	RENTAL CO INCLUDED
242	LOURDES COURT	3/3/2010	CONFIRMED BY DIOCESAN HOUSING CORP.
243	LOURDES COURT	X	RENTAL CO INCLUDED
244	LOURDES COURT	X	RENTAL CO INCLUDED
245	LOURDES COURT	X	RENTAL CO INCLUDED
246	LOURDES COURT	X	RENTAL CO INCLUDED
247	LOURDES COURT	X	RENTAL CO INCLUDED
248	LOURDES COURT	X	RENTAL CO INCLUDED
249	LOURDES COURT	X	RENTAL CO INCLUDED
300	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
301	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
302	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
303	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
304	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
305	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
306	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED

307	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
308	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
309	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
310	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
311	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
312	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
313	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
314	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
315	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
316	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
317	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
318	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
319	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
320	MOUNT CARMEL COURT	7/25/2005	CONFIRMED BY DIOCESAN HOUSING CORP.
321	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
322	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
323	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
324	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
325	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
326	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
327	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
328	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
329	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
330	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
331	MOUNT CARMEL COURT	9/11/2000	CONFIRMED BY DIOCESAN HOUSING CORP.
332	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
333	MOUNT CARMEL COURT	11/28/2000	CONFIRMED BY DIOCESAN HOUSING CORP.
334	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
335	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
336	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
337	MOUNT CARMEL COURT	3/19/2001	CONFIRMED BY DIOCESAN HOUSING CORP.
338	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
339	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
340	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
341	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
342	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
343	MOUNT CARMEL COURT	7/26/1999	CONFIRMED BY DIOCESAN HOUSING CORP.
344	MOUNT CARMEL COURT	9/26/2003	CONFIRMED BY DIOCESAN HOUSING CORP.
345	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
346	MOUNT CARMEL COURT	12/1/1983	CONFIRMED BY DIOCESAN HOUSING CORP.
347	MOUNT CARMEL COURT	3/19/2001	CONFIRMED BY DIOCESAN HOUSING CORP.
348	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
349	MOUNT CARMEL COURT	X	RENTAL CO INCLUDED
350	MOUNT CARMEL COURT	LEASING OFFICE	LEASING OFFICE

**From:** [Harkins, Sharon](#)  
**To:** [Lorissa Luciani](#); [Loper, William](#)  
**Cc:** [Johnson, Curtis](#); [Paul Stridick](#)  
**Subject:** RE: Village at St. Mary's - # of Units & Requested Documentation  
**Date:** Wednesday, November 04, 2015 9:34:17 AM  
**Attachments:** [image001.jpg](#)

---

100 Fatima Court is a rent free unit for the onsite employee.

Please feel free to contact me if you have any additional questions.

---

**From:** Lorissa Luciani [mailto:[LLuciani@chtownship.com](mailto:LLuciani@chtownship.com)]  
**Sent:** Tuesday, November 03, 2015 4:32 PM  
**To:** Harkins, Sharon; Loper, William  
**Cc:** Johnson, Curtis; Paul Stridick  
**Subject:** RE: Village at St. Mary's - # of Units & Requested Documentation

This will suffice. I'll use this email as documentation of the units. On the employee apartment – is this the super? Is this free of charge?

Thanks again. I do appreciate your assistance and clarification. Thank you!

---

**Lorissa Luciani, PP, AICP** | Deputy Director of Community Development | Cherry Hill Township  
820 Mercer Street | Cherry Hill, NJ 08002 | Work: (856) 661-4737 | Fax: (856) 661-4746 |  
[lluciani@chtownship.com](mailto:lluciani@chtownship.com)

Please consider the environment before printing this email.



---

**From:** Harkins, Sharon [mailto:[Sharon.Harkins@camdendiocese.org](mailto:Sharon.Harkins@camdendiocese.org)]  
**Sent:** Tuesday, November 03, 2015 4:30 PM  
**To:** Lorissa Luciani; Loper, William  
**Cc:** Johnson, Curtis; Paul Stridick  
**Subject:** RE: Village at St. Mary's - # of Units & Requested Documentation

Good Day Ms. Luciani;

Hopefully this helps. Fatima Court rental units are numbered 101-149 (49 units), Lourdes Court rental units are numbered 200-249 (50 units), and Mt. Carmel Court rental units are numbered 300-349 (50 units). 100 Fatima Court is an onsite employee apartment and 350 Mt. Carmel Court is our (new) leasing office. There are 149 low income rental units that receive subsidy at the Village Apartments of Cherry Hill.

See below for the move in dates for the units you referenced. Our files are purged and archived annually and retain the most recent two years information. It will be an extremely difficult and time consuming task to find the archived files that correspond to each of the below move ins. Please let me know if the accounting above is sufficient for your needs.

1. 127 FATIMA COURT	Move in 6/1/1991
2. 131 FATIMA COURT	Move in 6/23/1996
3. 133 FATIMA COURT	Move in 8/3/2012
4. 141 FATIMA COURT	Move in 12/10/1996
5. 143 FATIMA COURT	Move in 8/20/2003
6. 145 FATIMA COURT	Move in 2/25/2005
7. 147 FATIMA COURT	Move in 6/13/2002
8. 150 FATIMA COURT	Does not exist
9. 239 LOURDES COURT	Move in 2/15/1996
10. 242 LOURDES COURT	Move in 3/3/2010
11. 250 LOURDES COURT	Does not exist
12. 320 MOUNT CARMEL COURT	Move in 7/25/2005
13. 331 MOUNT CARMEL COURT	Move in 9/11/2000
14. 333 MOUNT CARMEL COURT	Move in 11/28/2000
15. 337 MOUNT CARMEL COURT	Move in 3/19/2001
16. 343 MOUNT CARMEL COURT	Move in 7/26/1999
17. 344 MOUNT CARMEL COURT	Move in 9/26/2003
18. 346 MOUNT CARMEL COURT	Move in 12/1/1983-covered under initial umbrella CO
19. 347 MOUNT CARMEL COURT	Move in 3/19/2001
20. 350 MOUNT CARMEL COURT	New office-not a rental unit

Sharon Harkins  
Property Manager  
Village Apartments of Cherry Hill  
350 Mount Carmel Court  
Cherry Hill, NJ 08003  
Office: (856) 424-7913  
Office Fax: (856) 424-9211  
Cellular: (856) 701-7816

---

**From:** Lorissa Luciani [<mailto:LLuciani@chtownship.com>]  
**Sent:** Tuesday, November 03, 2015 3:56 PM  
**To:** Loper, William  
**Cc:** Johnson, Curtis; Paul Stridick; Harkins, Sharon  
**Subject:** RE: Village at St. Mary's - # of Units & Requested Documentation

That should be 50 units per court if you count 100, 200, 300, right?

---

**Lorissa Luciani, PP, AICP** | Deputy Director of Community Development | Cherry Hill Township  
820 Mercer Street | Cherry Hill, NJ 08002 | Work: (856) 661-4737 | Fax: (856) 661-4746 |  
[luciani@chtownship.com](mailto:luciani@chtownship.com)

Please consider the environment before printing this email.

CHT\_Sig.jpg



---

**From:** Loper, William [<mailto:William.Loper@camdendiocese.org>]  
**Sent:** Tuesday, November 03, 2015 3:53 PM  
**To:** Lorissa Luciani  
**Cc:** Johnson, Curtis; Paul Stridick; Harkins, Sharon  
**Subject:** Re: Village at St. Mary's - # of Units & Requested Documentation

Lorissa

There are a 147 units. There are 49 apartments in each court we have three courts in total. It's 100 throw 149 and 200 throw 249 and 300 throw 349. And the new leasing office that we put up last year is 350 Mount Carmel Court that is not an apartment.

*Sent from my Verizon Wireless 4G LTE DROID*

Lorissa Luciani <[LLuciani@chtownship.com](mailto:LLuciani@chtownship.com)> wrote:

Yes – that seems to be our problem as well. Can you confirm that there are 150 units? There has been some disagreement about the number of units (I have documentation that says 148, 149, 150 or 152). I think I have determined that there are 150 units. Please let me know. Thanks again.

---

**Lorissa Luciani, PP, AICP** | Deputy Director of Community Development | Cherry Hill Township  
820 Mercer Street | Cherry Hill, NJ 08002 | Work: (856) 661-4737 | Fax: (856) 661-4746 |  
[lluciani@chtownship.com](mailto:lluciani@chtownship.com)

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---

**From:** Loper, William [<mailto:William.Loper@camdendiocese.org>]  
**Sent:** Tuesday, November 03, 2015 3:40 PM  
**To:** Lorissa Luciani  
**Cc:** Johnson, Curtis; Paul Stridick; Harkins, Sharon  
**Subject:** Re: Village at St. Mary's - # of Units & Requested Documentation

Good afternoon Lorissa

Sharon the property manager of Village Apartments is going through all the files to see if they can come up with the CO'S. Looks like these were all done by the prior inspector that you had at Cherry Hill. It is my understanding that they may have found one or two of them so far.

*Sent from my Verizon Wireless 4G LTE DROID*

Lorissa Luciani <[LLuciani@chtownship.com](mailto:LLuciani@chtownship.com)> wrote:

I was wondering if there was any progress made finding the Rental COs for the following units? I am trying to provide this information by the 6<sup>th</sup>. Thanks again for your help.

1. 127 FATIMA COURT
2. 131 FATIMA COURT
3. 133 FATIMA COURT
4. 141 FATIMA COURT
5. 143 FATIMA COURT
6. 145 FATIMA COURT
7. 147 FATIMA COURT
8. 239 LOURDES COURT
9. 242 LOURDES COURT
10. 320 MOUNT CARMEL COURT
11. 331 MOUNT CARMEL COURT
12. 333 MOUNT CARMEL COURT
13. 337 MOUNT CARMEL COURT
14. 343 MOUNT CARMEL COURT
15. 344 MOUNT CARMEL COURT
16. 346 MOUNT CARMEL COURT
17. 347 MOUNT CARMEL COURT

---

**Lorissa Luciani, PP, AICP** | Deputy Director of Community Development | Cherry Hill Township  
820 Mercer Street | Cherry Hill, NJ 08002 | Work: (856) 661-4737 | Fax: (856) 661-4746 |  
[luciani@chtownship.com](mailto:luciani@chtownship.com)

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---

**From:** Loper, William [<mailto:William.Loper@camdendiocese.org>]  
**Sent:** Friday, October 30, 2015 3:13 PM  
**To:** Johnson, Curtis  
**Cc:** Lorissa Luciani; Paul Stridick; Harkins, Sharon  
**Subject:** Re: Village at St. Mary's - # of Units & Requested Documentation

That should be not a problem only issued that we do have is we do not have a unit 150, 250 or 350

*Sent from my Verizon Wireless 4G LTE DROID*

"Johnson, Curtis" <[Curtis.Johnson@camdendiocese.org](mailto:Curtis.Johnson@camdendiocese.org)> wrote:

Lorissa:

By copy of this email, I will direct my Village Apartments team (Sharon Harkins- VACH Property Manager and Bill Loper- Lead Maintenance Supervisor) to get copies of the CO's you note below. Thank you.

Curtis H. Johnson, Jr.  
Executive Director  
Diocesan Housing Services Corporation  
of the Diocese of Camden, Inc.  
1845 Haddon Avenue  
Camden, New Jersey 08103  
856-342-4125  
856-342-4172 (f)

---

**From:** Lorissa Luciani [<mailto:LLuciani@chtownship.com>]  
**Sent:** Friday, October 30, 2015 10:54 AM  
**To:** Johnson, Curtis <[Curtis.Johnson@camdendiocese.org](mailto:Curtis.Johnson@camdendiocese.org)>; Morales, Carlos <[Carlos.Morales@camdendiocese.org](mailto:Carlos.Morales@camdendiocese.org)>  
**Cc:** Paul Stridick <[PStridick@chtownship.com](mailto:PStridick@chtownship.com)>  
**Subject:** Village at St. Mary's - # of Units & Requested Documentation

As part of the Township's settlement agreement with Fair Share Housing Center (FSHC), the Township has been tasked with confirming the number of units at the Village of St. Mary's.

Municipal records (everything from Code Enforcement to Community Development to the Tax Assessor) indicate that there are 148-152 units at the Village of St. Mary's. This is further reflected in the HUD documentation, as provided by you in the past.

I have found 132 Rental Certificates of Occupancy (COs) and **am looking to see if you can provide COs for the following twenty (20) units** – provided that they actual exist and if you are in possession of the rental certificates:

1. 127 FATIMA COURT
2. 131 FATIMA COURT
3. 133 FATIMA COURT
4. 141 FATIMA COURT
5. 143 FATIMA COURT
6. 145 FATIMA COURT
7. 147 FATIMA COURT
8. 150 FATIMA COURT
9. 239 LOURDES COURT
10. 242 LOURDES COURT
11. 250 LOURDES COURT
12. 320 MOUNT CARMEL COURT
13. 331 MOUNT CARMEL COURT
14. 333 MOUNT CARMEL COURT
15. 337 MOUNT CARMEL COURT
16. 343 MOUNT CARMEL COURT
17. 344 MOUNT CARMEL COURT

18. 346 MOUNT CARMEL COURT
19. 347 MOUNT CARMEL COURT
20. 350 MOUNT CARMEL COURT

Your cooperation is much appreciated, as always. Thank you.

---

**Lorissa Luciani, PP, AICP** | Deputy Director of Community Development | Cherry Hill Township  
820 Mercer Street | Cherry Hill, NJ 08002 | Work: (856) 661-4737 | Fax: (856) 661-4746 |  
[lluciani@chtownship.com](mailto:lluciani@chtownship.com)

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Cherry Hill Township provides a secure environment for all information concerning our residents and all other business concerns. The information contained in this email is intended only for the individual(s) addressed in this message and may contain privileged and/or confidential information that is exempt from disclosure under applicable law.

## Rental Unit Certificate of Occupancy

ST MARY'S DR, Unit 100

Block/Lot 523.12/12.

YESEINA BAEZ  
100 FATIMA COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link: [http://www.nj.gov/dca/divisions/codes/publications/pdf\\_lti/l\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf_lti/l_r.pdf).

Cherry Hill Township  
320 Mercer Street  
Cherry Hill, NJ 08002  
(000)000-0000 FAX(000)000-0000

  
Steve Schomp  
Housing Inspector

Insp No. 19235, 5/19/14  
insp Pd \$65, 5/14/14

Cut Here

**Deliver to...**

YESEINA BAEZ  
100 FATIMA COURT  
CHERRY HILL, NJ 08003

**Rental Unit Certificate of Occupancy**  
VILLAGE APTS, Unit 101

Block/Lot 523.12/12.

ANN LINDSKOG  
101 FATIMA CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 20934, 11/05/14  
Insp Pd \$65, 11/05/14

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**Deliver to...**

ANN LINDSKOG  
101 FATIMA CT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
102 FATIMA COURT 08003, Unit 102

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8602, 6/02/10  
Insp Pd    \$65, 5/26/10

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

## Rental Unit Certificate of Occupancy

ST MARY'S DR, Unit 103

Block/Lot 523.12/12.

JOHN SZALMA  
103 FATIMA COURT  
CHERY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(000)000-0000 FAX(000)000-0000

  
Steve Schomp  
Housing Inspector

Insp No. 19586, 6/16/14  
Insp Pd \$65, 6/05/14

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**Deliver to...**

JOHN SZALMA  
103 FATIMA COURT  
CHERY HILL, NJ 08003

# Certificate of Occupancy

104 FATIMA COURT 08003, Unit 104

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8600, 6/02/10  
Insp Pd    \$65, 5/26/10

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Certificate of Occupancy**  
105 FATIMA COURT 08003, Unit 105

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13378, 6/25/12  
Insp Pd \$65, 6/01/12

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**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
106 FATIMA COURT 08003, Unit 106

Block/Lot 523.12/12.

**ST MARY'S CATHOLIC HOME DELAWARE T**  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
**Thomas McCracken**  
Housing Inspector

Insp No. 13370, 6/25/12  
Insp Pd \$65, 6/01/12

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**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
107 FATIMA COURT 08003, Unit 107

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8598, 6/02/10  
Insp Pd    \$65, 5/26/10

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

## Rental Unit Certificate of Occupancy

FATIMA CT, Unit 108

Block/Lot 523.12/12.

BERNARD GOLDSCHMIDT  
108 FATIMA COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422      FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 18576, 3/06/14  
Insp Pd \$65, 2/24/14

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Deliver to...

BERNARD GOLDSCHMIDT  
108 FATIMA COURT  
CHERRY HILL, NJ 08003

# Certificate of Occupancy

109 FATIMA COURT 08003, Unit 109

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T

1845 HADDON AVE

CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**

820 Mercer Street

Cherry Hill, NJ 08002

(856)834-3364

FAX(856)424-0119

Thomas McCracken

Housing Inspector

Insp No. 13371, 6/25/12  
Insp Pd \$65, 6/01/12

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## Deliver to...

ST MARY'S CATHOLIC HOME DELAWARE T

1845 HADDON AVE

CAMDEN NJ, 08103

## Rental Unit Certificate of Occupancy

ST MARY'S DR, Unit 110

Block/Lot 523.12/12.

ROSE CARROL  
110 FATIMA COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t\\_l\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t_l_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422      FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 17788, 10/21/13  
Insp Pd \$65, 10/16/13

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Deliver to...

ROSE CARROL  
110 FATIMA COURT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
111 FATIMA COURT

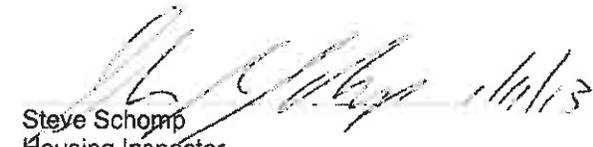
Block/Lot 523.12/12.

CELCIO PENTINIO - TENANT  
111 FATIMA COURT  
CHERRY HILL NJ 08003

The stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State, and Local Ordinances, Rules, and Regulations pertaining to this property. Violations may result in penalties or revoking of license. If you have any questions please contact Steve Schomp at (856) 432-8701 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link. [http://www.nj.gov/dca/divisions/codocs/publications/pdf/tl/t\\_l\\_r.pdf](http://www.nj.gov/dca/divisions/codocs/publications/pdf/tl/t_l_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)488-7870 FAX(856)661-4746

  
Steve Schomp  
Housing Inspector

Insp No. 14911,  
Insp Pd \$65, 1/04/13

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**Deliver to...**

CELCIO PENTINIO - TENANT  
111 FATIMA COURT  
CHERRY HILL NJ 08003

**Rental Unit Certificate of Occupancy**  
VILLAGE APTS, Unit 112

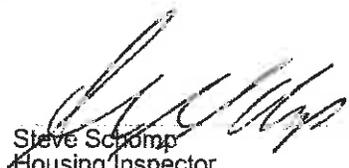
Block/Lot 523.12/12.

DYANN BROWN  
112 FATIMA COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7370 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf\\_rtr\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf_rtr_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 18086, 12/20/13  
Insp Pd 565, 12/03/13

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**Deliver to...**

DYANN BROWN  
112 FATIMA COURT  
CHERRY HILL, NJ 08003

# Certificate of Occupancy

113 FATIMA COURT 08003, Unit 113

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME

250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**

820 Mercer Street

Cherry Hill, NJ 08002

(856)834-3364

FAX(856)424-0119

Thomas McCracken  
Housing Inspector

Insp No. 8570, 5/27/10  
Insp Pd \$65, 5/26/10

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## Deliver to...

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

# Certificate of Occupancy

114 FATIMA COURT 08003, Unit 114

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME

250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**

820 Mercer Street

Cherry Hill, NJ 08002

(856)834-3364

FAX (856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 8569, 5/27/10  
Insp Pd \$65, 5/26/10

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## Deliver to...

ST MARY'S CATHOLIC HOME

250 ST MARYS DR

CHERRY HILL, NJ, 08003

**Rental Unit Certificate of Occupancy**  
ST MARY'S DR, Unit 115

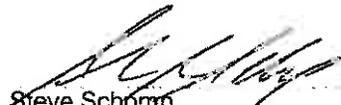
Block/Lot 523.12/12.

MICHAEL KITCHNER  
115 FATIMA COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422      FAX (856)424-0119

 12/15/13  
Steve Schomp  
Housing Inspector

Insp No. 18085, 12/05/13  
Insp Pd \$65, 12/03/13

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**Deliver to...**

MICHAEL KITCHNER  
115 FATIMA COURT  
CHERRY HILL, NJ 08003

**Rental Unit Certificate of Occupancy**  
ST MARY'S DR, Unit 116

Block/Lot 523.12/12.

JOSEFA MACAPUGAY  
116 FATIMA COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-486-7270 or [scshannon@cherryhillnj.com](mailto:scshannon@cherryhillnj.com).

For additional information on the rights and responsibilities of residential landlords in New Jersey please follow this link: <http://www.nj.gov/caldw/3ions/codoc/publication.html>, link 1.1.pdf.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX (856)424-0119

  
Steve Schmitt  
Housing Inspector

Insp No. 17789, 10/21/13  
Insp Pd 366, 10/16/13

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Deliver to...

JOSEFA MACAPUGAY  
116 FATIMA COURT  
CHERRY HILL, NJ 08003

# Certificate of Occupancy

117 FATIMA COURT 08003, Unit 117

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8567, 5/27/10  
Insp Pd    \$65, 5/26/10

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

# Certificate of Occupancy

118 FATIMA COURT 08003, Unit 118

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8566, 5/27/10  
Insp Pd    \$65, 5/26/10

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## Deliver to...

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

# Certificate of Occupancy

119 FATIMA COURT 08003, Unit 119

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8565, 5/27/10  
Insp Pd    \$65, 5/26/10

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## Deliver to...

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

# Certificate of Occupancy

120 FATIMA COURT 08003, Unit 120

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8588, 5/28/10  
Insp Pd    \$65, 5/26/10

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## Deliver to...

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

# Certificate of Occupancy

121 FATIMA COURT 08002, Unit 121

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13379, 6/25/12  
Insp Pd \$65, 6/01/12

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## Deliver to...

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

## Certificate of Occupancy

122 FATIMA COURT 08003, Unit 122

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**

820 Mercer Street

Cherry Hill, NJ 08002

(856)834-3364

FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 6723, 6/25/09

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### Deliver to...

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Rental Unit Certificate of Occupancy**  
VILLAGE APTS, Unit 123

Block/Lot 523.12/12.

TAE PARK  
123 FATIMA CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7370 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
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Steve Schomp  
Housing Inspector

Insp No. 20369, 9/03/14  
Insp Pd \$65, 8/19/14

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**Deliver to...**

TAE PARK  
123 FATIMA CT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
124 FATIMA COURT 08003, Unit 124

Block/Lot 523.12/12.

**ST MARY'S CATHOLIC HOME**  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued wioth the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Viclations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.      8584, 5/28/10  
Insp Pd      \$65, 5/26/10

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Certificate of Occupancy**  
125 FATIMA COURRT 08003, Unit 125

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13382, 6/25/12  
Insp Pd \$65, 6/01/12

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**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

## Rental Unit Certificate of Occupancy

206 ST MARY'S DR, Unit 126

Block/Lot 523.12/12.01

JEAN DELROSSI  
206 ST MARY'S DR # 126  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 20596, 9/19/14  
Insp Pd \$65 9/17/14

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Deliver to...

JEAN DELROSSI  
206 ST MARY'S DR # 126  
CHERRY HILL, NJ 08003

# Rental Unit Certificate of Occupancy

128 FATIMA CT, Unit 128

Block/Lot 523.12/12.

JOSE ESTRENERA  
128 FATIMA COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7370 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422      FAX(856)424-0119

 3/6/14  
Steve Schomp  
Housing Inspector

Insp No. 18573, 3/06/14  
Insp Pd \$65, 2/24/14

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**Deliver to...**

JOSE ESTRENERA  
128 FATIMA COURT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
129 FATIMA COURT 08003, Unit 129

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13565, 7/17/12  
insp Pd \$65, 6/01/12

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**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

# Certificate of Occupancy

130 FATIMA COURT 08003, Unit 130

Block/Lot 523.12/12.

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
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\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    5744, 6/18/08

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## Deliver to...

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

## Rental Unit Certificate of Occupancy

ST MARY'S DR, Unit 132

Block/Lot 523.12/12.

DENNIS LOMBARDI  
132 FATIMA COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(000)000-0000 FAX(000)000-0000

  
Steve Schomp  
Housing Inspector

Insp No. 19587, 6/16/14  
Insp Pd \$65, 6/05/14

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**Deliver to...**

DENNIS LOMBARDI  
132 FATIMA COURT  
CHERRY HILL, NJ 08003

## Certificate of Occupancy

134 FATIMA COURT 08003, Unit 134

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13374, 6/25/12  
Insp Pd \$65, 6/01/12

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### Deliver to...

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

# Certificate of Occupancy

135 FATIMA COURT 08003, Unit 135

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

## Cherry Hill Township

820 Mercer Street

Cherry Hill, NJ 08002

(856)834-3364

FAX(856)424-0119

Thomas McCracken  
Housing Inspector

Insp No. 13380, 6/25/12  
Insp Pd \$65, 6/01/12

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## Deliver to...

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

## Certificate of Occupancy

136 FATIMA COURT 08003, Unit 136

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    6981, 7/31/09

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### Deliver to...

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

# Certificate of Occupancy

137 FATIMA COURT 08003, Unit 137

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13559, 7/17/12  
Insp Pd \$65, 6/01/12

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**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
138 FATIMA CT

Block/Lot 523.12/12.

**RONALD OBONDO & MARIA GUZMAN**  
138 FATIMA COURT  
CHERRY HILL NJ 08003

The stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State, and Local Ordinances, Rules, and Regulations pertaining to this property. Violations may result in penalties or revoking of license. if you have any questions please contact Steve Schomp at (856) 432-8701 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 15500, 4/19/13  
Insp Pd \$65, 3/13/13

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**Deliver to...**

RONALD OBONDO & MARIA GUZMAN  
138 FATIMA COURT  
CHERRY HILL NJ 08003

## Certificate of Occupancy

139 FATIMA COURT 08003, Unit 139

Block/Lot 523.12/12.

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08002

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
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\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    3581, 3/15/06

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### Deliver to...

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08002

## Certificate of Occupancy

140 FATIMA COURT 08003, Unit 140

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME

250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

### Cherry Hill Township

820 Mercer Street

Cherry Hill, NJ 08002

(856)834-3364

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Thomas McCracken  
Housing Inspector

Insp No. 7437, 10/06/09

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### Deliver to...

ST MARY'S CATHOLIC HOME

250 ST MARYS DR

CHERRY HILL, NJ, 08003

**Rental Housing Certificate of Occupancy**  
ST MARY'S DR, Unit 142

Block/Lot 523.12/12.

CARMEN COLON-MARTINEZ  
142 FATIMA CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chf township.com](mailto:sschomp@chf township.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

 5/23/15  
Steve Schomp  
Housing Inspector

Insp No. 21817, 3/23/15  
Insp Pd \$65, 3/12/15

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Deliver to...

CARMEN COLON-MARTINEZ  
142 FATIMA CT  
CHERRY HILL, NJ 08003

# Certificate of Occupancy

144 FATIMA COURT 08003, Unit 144

Block/Lot 523.12/12.

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
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\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    6583, 5/14/09

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## Deliver to...

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

# Certificate of Occupancy

146 FATIMA COURT 08003, Unit 146

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.      7439, 10/06/09

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## Deliver to...

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

## Certificate of Occupancy

148 FATIMA COURT 08003, Unit 148

Block/Lot 523.12/12.

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
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\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    6582, 5/14/09

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### Deliver to...

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

## Rental Unit Certificate of Occupancy

212 LOURDES COURT, Unit 149

Block/Lot 470.10/6.

JAMISON FLANNIGAN  
149 FATIMA COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422      FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 17199, 10/28/13  
Insp Pd \$65, 8/16/13

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**Deliver to...**

JAMISON FLANNIGAN  
149 FATIMA COURT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
200 LOURDES COURT 08003

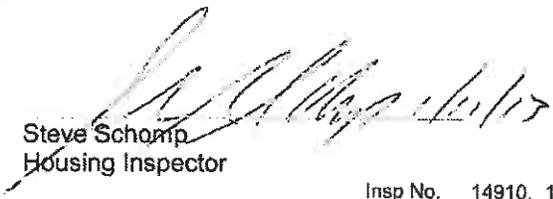
Block/Lot 523.12/12.

MELISSA BISHOV - TENANT  
200 LOURDES COURT  
CHERRY HILL, NJ 08003

The stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State, and Local Ordinances, Rules, and Regulations pertaining to this property. Violations may result in penalties or revoking of license. If you have any questions please contact Steve Schomp at (856) 432-8701 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)488-7870 FAX(856)661-4746

  
Steve Schomp  
Housing Inspector

Insp No. 14910, 1/10/13  
Insp Pd \$65, 1/04/13

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**Deliver to...**

MELISSA BISHOV - TENANT  
200 LOURDES COURT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
201 LOURDES COURT 08003, Unit 201

Block/Lot 523.12/12.

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 5483, 3/06/08

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**Deliver to...**

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

**Certificate of Occupancy**  
202 LOURDES COURT 08003, Unit 202

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued wioth the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Viclations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX (856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    7440, 10/06/09

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

# Certificate of Occupancy

203 LOURDES COURT 08003, Unit 203

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME

250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**

820 Mercer Street

Cherry Hill, NJ 08002

(856)834-3364

FAX(856)424-0119

Thomas McCracken  
Housing Inspector

Insp No. 8597, 6/02/10  
Insp Pd \$65, 5/26/10

Cut Here

## Deliver to...

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Certificate of Occupancy**  
204 LOURDES COURT 08003, Unit 204

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
**Thomas McCracken**  
Housing Inspector

Insp No. 13574, 7/17/12  
Insp Pd \$65, 6/01/12

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**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
205 LOURDES COURT 08003, Unit 205

Block/Lot 523.12/12.

**ST MARY'S CATHOLIC HOME**  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8596, 6/02/10  
Insp Pd    \$65, 5/26/10

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

## Certificate of Occupancy

206 LOURDES COURT 08003, Unit 206

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T

1845 HADDON AVE

CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

### Cherry Hill Township

820 Mercer Street

Cherry Hill, NJ 08002

(856)834-3364

FAX (856)424-0119

Thomas McCracken

Housing Inspector

Insp No. 13390, 6/26/12

Insp Pd \$65, 6/01/12

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### Deliver to...

ST MARY'S CATHOLIC HOME DELAWARE T

1845 HADDON AVE

CAMDEN NJ, 08103

# Certificate of Occupancy

207 LOURDES COURT 08003, Unit 207

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 8595, 6/02/10  
Insp Pd \$65, 5/26/10

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

## Rental Housing Certificate of Occupancy

ST MARY'S DR, Unit 208

Block/Lot 523.12/12.

IDA JONES  
208 LOURDES CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t\\_j\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t_j_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 22508, 5/18/15  
Insp Pd \$65, 5/13/15

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**Deliver to...**

IDA JONES  
208 LOURDES CT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
209 LOURDES COURT 08003, Unit 209

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8593, 6/02/10  
Insp Pd    \$65, 5/26/10

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

## Rental Unit Certificate of Occupancy

210 LOURDES CT, Unit 210

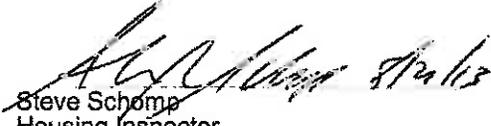
Block/Lot 523.12/12.

JONG LEE  
210 LOURDES CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(356)424-4422      FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 17200, 8/20/13  
Insp Pd \$65, 8/16/13

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**Deliver to...**

JONG LEE  
210 LOURDES CT  
CHERRY HILL, NJ 08003

# Certificate of Occupancy

211 LOURDES COURT 08003, Unit 211

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued wioth the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

## Cherry Hill Township

820 Mercer Street

Cherry Hill, NJ 08002

(856)834-3364

FAX(856)424-0119

Thomas McCracken  
Housing Inspector

Insp No. 8592, 6/02/10  
Insp Pd \$65, 5/26/10

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## Deliver to...

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Rental Housing Certificate of Occupancy**  
ST MARY'S DR, Unit 212

Block/Lot 523.12/12.

JOHN SALVAGGIO  
212 LOURDES COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, <http://www.nj.gov/dca/divisions/codes/publications/pdf/tlr.pdf>.

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schornp  
Housing Inspector

Insp No. 21816, 4/13/15  
Insp Pd \$65, 3/12/15

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**Deliver to...**

JOHN SALVAGGIO  
212 LOURDES COURT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
213 LOURDES COURT 08003, Unit 213

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8564, 5/27/10  
Insp Pd    \$65, 5/26/10

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Certificate of Occupancy**  
214 LOURDES COURT 08003, Unit 214

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13391, 6/26/12  
Insp Pd \$65, 6/01/12

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

# Certificate of Occupancy

215 LOURDES COURT 08003, Unit 215

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

## Cherry Hill Township

820 Mercer Street

Cherry Hill, NJ 08002

(856)834-3364

FAX (856)424-0119

Thomas McCracken  
Housing Inspector

Insp No. 13392, 6/26/12  
Insp Pd \$65, 6/01/12

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## Deliver to...

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Rental Unit Certificate of Occupancy**  
VILLAGE APTS, Unit 216

Block/Lot 523.12/13.

FRANCIS EGGER  
216 LOURDES CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtowr.ship.com](mailto:sschomp@chtowr.ship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 19795, 7/01/14  
Insp Pd \$65, 6/23/14

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**Deliver to...**

FRANCIS EGGER  
216 LOURDES CT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
217 LOURDES COURT 08003, Unit 217

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX (856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8582, 5/28/10  
Insp Pd    \$65, 5/26/10

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Certificate of Occupancy**  
218 LOURDES COURT 08003

Block/Lot 523.12/12.

ROBIN HESTER - TENANT  
218 LOURDES CT  
CHERRY HILL, NJ 08003

The stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State, and Local Ordinances, Rules, and Regulations pertaining to this property. Violations may result in penalties or revoking of license. If you have any questions please contact Steve Schomp at (856) 432-8701 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, <http://www.nj.gov/dca/divisions/codes/publications/pdf/tlr/tlr.pdf>.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)488-7870 FAX(856)661-4746

  
Steve Schomp  
Housing Inspector

Insp No. 15237, 2/14/13  
Insp Pd \$65, 2/13/13

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**Deliver to...**

ROBIN HESTER - TENANT  
218 LOURDES CT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
219 LOURDES COURT 08003, Unit 219

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13575, 7/17/12  
Insp Pd \$65, 6/01/12

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

# Certificate of Occupancy

220 LOURDES COURT 08003, Unit 220

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8580, 5/28/10  
Insp Pd    \$65, 5/26/10

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## Deliver to...

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Certificate of Occupancy**  
221 LURDES COURT 08003, Unit 221

Block/Lot 523.12/12.

**ST MARY'S CATHOLIC HOME**  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8579, 5/28/10  
Insp Pd    \$65, 5/26/10

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Certificate of Occupancy**  
222 LOURDES COURT 08003, Unit 222

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8578, 5/28/10  
Insp Pd    \$65, 5/26/10

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Certificate of Occupancy**  
223 LOURDES COURT 08003, Unit 223

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX (856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8577, 5/28/10  
Insp Pd    \$65, 5/26/10

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Rental Unit Certificate of Occupancy**  
ST MARY'S DR, Unit 224

Block/Lot 523.12/12.

JUNG KIM  
224 LOURDES COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 18922, 4/10/14  
Insp Pd \$65, 4/08/14

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**Deliver to...**

JUNG KIM  
224 LOURDES COURT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
225 LOURDES COURT 08003, Unit 225

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8576, 5/28/10  
Insp Pd    \$65, 5/26/10

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

# Certificate of Occupancy

226 LOURDES COURT 08003, Unit 226

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**

820 Mercer Street

Cherry Hill, NJ 08002

(856)834-3364

FAX (856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 8636, 6/14/10  
Insp Pd \$65, 5/26/10

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## Deliver to...

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Certificate of Occupancy**  
227 LOURDES COURT 08003, Unit 227

Block/Lot 523.12/12.

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8637, 6/14/10  
Insp Pd    \$65, 5/26/10

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**Deliver to...**

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

**Certificate of Occupancy**  
228 LOURDES COURT 08003, Unit 228

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13568, 7/17/12  
Insp Pd \$65, 6/01/12

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Rental Unit Certificate of Occupancy**  
VILLAGE APTS, Unit 229

Block/Lot 523.12/13.

NICHOLAS COLANGELO  
229 LOURDES CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 19796, 7/01/14  
Insp Pd \$65, 6/23/14

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**Deliver to...**

NICHOLAS COLANGELO  
229 LOURDES CT  
CHERRY HILL, NJ 08003



No. CECERT-15-00138

### Code Enforcement

## Rental Housing Certificate of Occupancy

ISSUED TO:

MARCIAL GUZMAN

(Applicant)

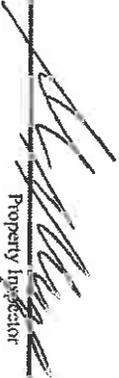
230 LOURDES COURT -

(Street Address)

This property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [ssochomp@chtownship.com](mailto:ssochomp@chtownship.com). For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/cad/divisions/codes/publications/pdf\\_hlft\\_1\\_r.pdf](http://www.nj.gov/cad/divisions/codes/publications/pdf_hlft_1_r.pdf).

DATE ISSUED

JULY 16, 2015

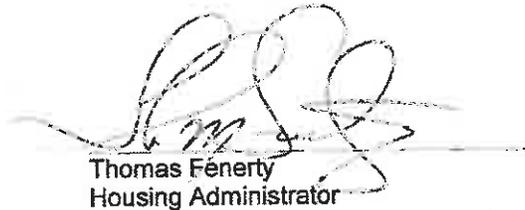
  
Property Inspector

**Certificate of Occupancy**  
212 LOURDES COURT 08003, Unit 231

Block/Lot 523.12/12.

Tower Sim - Tenant  
231 Lourdes Ct  
Cherry Hill, NJ 08003

The stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State, and Local Ordinances, Rules, and Regulations pertaining to this property. Violations may result in penalties or revoking of license. If you have any questions please contact Tom Fenerty at (856) 432-8708 or tfenerty@chtownship.com.



Thomas Fenerty  
Housing Administrator

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)488-7870 FAX(856)661-4746

Insp No. 14444, 10/05/12

Cut Here

**Deliver to...**

Tower Sim - Tenant  
231 Lourdes Ct  
Cherry Hill, NJ 08003

## Rental Housing Certificate of Occupancy

ST MARY'S DR, Unit 232

Block/Lot 523.12/12.

KAREEM LANGSTON  
232 LOURDES CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chto.vnship.com](mailto:sschomp@chto.vnship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codcs/publications/pdf/tl/t\\_l\\_r.pdf](http://www.nj.gov/dca/divisions/codcs/publications/pdf/tl/t_l_r.pdf).

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 21819, 3/17/15  
Insp Pd \$65, 3/12/15

Cut Here

**Deliver to...**

KAREEM LANGSTON  
232 LOURDES CT  
CHERRY HILL, NJ 08003

**Rental Unit Certificate of Occupancy**  
VILLAGE APTS, Unit 233

Block/Lot 523.12/13.

LILIAN WEGEFARTH  
233 LOURDES CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link. [http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(000)000-0000 FAX(000)000-0000

  
Steve Schomp  
Housing Inspector

Insp No. 19794, 7/01/14  
Insp Pd \$65, 6/23/14

Cut Here

**Deliver to...**

LILIAN WEGEFARTH  
233 LOURDES CT  
CHERRY HILL, NJ 08003



No. CECERT-15-00048

# Code Enforcement

## Residential Continued Certificate of Occupancy

ISSUED TO: DAVID WERNER

(Applicant)

234 LOURDES COURT

(Street Address)

The stated property owner is hereby issued a Residential Continued Certificate of Occupancy for the sale of listed property, pursuant to Cherry Hill Ordinance 2014-10. If you have any questions, please contact the Cherry Hill Property Maintenance Department at (856)834-3364. The inspection and issuance of a CCO is conducted solely for the benefit of the municipality, and not the purchaser or seller of real property. The issuance of a CCO is not intended, and should not be relied upon, as evidence that the property is safe, structurally sound, or in compliance with zoning codes, fire codes, building codes, or that any of the systems serving the property are operating properly. This certificate shall be good for 6 months from date of issuance.

DATE ISSUED  
JULY 7, 2015

  
Property Inspector

**Certificate of Occupancy**  
235 LOURDES COURT 08003, Unit 235

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued wioth the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13691, 8/06/12  
Insp Pd \$65, 8/03/12

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

# Certificate of Occupancy

236 LOURDES COURT 08003, Unit 236

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13566, 7/17/12  
Insp Pd \$65, 6/01/12

Cut Here

## Deliver to...

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
237 LOURDES COURT 08003, Unit 237

Block/Lot 523.12/12.

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    3885, 7/06/06

Cut Here

**Deliver to...**

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

**Certificate of Occupancy**  
238 LOURDES COURT 08003, Unit 238

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13884, 9/04/12  
Insp Pd \$65, 8/03/12

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
240 LOURDES COURT 08003, Unit 240

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13883, 9/04/12  
Insp Pd \$65, 8/03/12

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Rental Unit Certificate of Occupancy**  
VILLAGE APTS, Unit 241

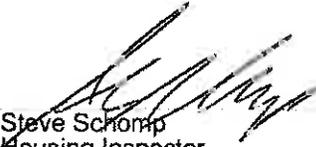
Block/Lot 523.12/12.

KYUN NYO KIM  
241 LOURDES CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

9/19/14  
Insp No. 20598, 9/19/14  
Insp Pd \$65, 9/18/14

Cut Here

**Deliver to...**

KYUN NYO KIM  
241 LOURDES CT  
CHERRY HILL, NJ 08003

**Rental Housing Certificate of Occupancy**  
ST MARY'S DR, Unit 243

Block/Lot 523.12/12.

ELAINE DOMENICES  
243 LOURDES COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 22098, 4/13/15  
Insp Pd \$65, 4/10/15

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**Deliver to...**

ELAINE DOMENICES  
243 LOURDES COURT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
244 LOURDES COURT 08003, Unit 244

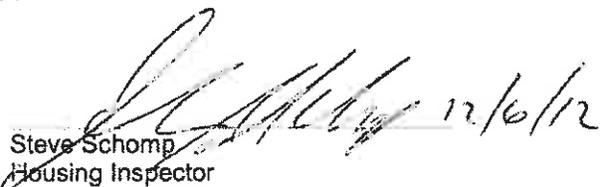
Block/Lot 523.12/12.

HAN MOON - TENANT  
244 LOURDES CT  
CHERRY HILL, NJ 08003

The stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State, and Local Ordinances, Rules, and Regulations pertaining to this property. Violations may result in penalties or revoking of license. If you have any questions please contact Steve Schomp at (856) 432-8701 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t\\_i\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t_i_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)488-7870 FAX(856)661-4746

  
Steve Schomp  
Housing Inspector

Insp No. 14292, 10/15/12  
Insp Pd \$65, 9/25/12

Cut Here

Deliver to...

HAN MOON - TENANT  
244 LOURDES CT  
CHERRY HILL, NJ 08003

## Rental Unit Certificate of Occupancy

VILLAGE APTS, Unit 245

Block/Lot 523.12/12.

RAMONE ARVELO  
245 LOURDES CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@cherryhillnj.com](mailto:sschomp@cherryhillnj.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, <http://www.nj.gov/dca/divisions/codes/publications/pdf/ltlr.pdf>.

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 18447, 9/20/13  
Insp Pd \$35, 8/16/13

Cut Here

**Deliver to...**

RAMONE ARVELO  
245 LOURDES CT  
CHERRY HILL, NJ 08003

**Rental Housing Certificate of Occupancy**  
ST MARY'S DR, Unit 246

Block/Lot 523.12/12.

LILIA COBOS  
246 LOURDES CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 21433, 2/10/15  
Insp Pd \$65, 1/26/15

Cut Here

**Deliver to...**

LILIA COBOS  
246 LOURDES CT  
CHERRY HILL, NJ 08003

## Certificate of Occupancy

247 LOURDES COURT 08003, Unit 247

Block/Lot 523.12/12.

JOSEPHINE WELSH - TENANT  
247 LOURDES CT  
CHERRY HILL, NJ 08003

The stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State, and Local Ordinances, Rules, and Regulations pertaining to this property. Violations may result in penalties or revoking of license. If you have any questions please contact Steve Schomp at (856) 432-3701 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t\\_i\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/ti/t_i_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(356)488-7870 FAX(856)661-4746

  
Steve Schomp  
Housing Inspector

Insp No. 14295, 11/12/12  
Insp Pd \$65, 9/25/12

Cut Here

Deliver to...

JOSEPHINE WELSH - TENANT  
247 LOURDES CT  
CHERRY HILL, NJ 08003

**Rental Unit Certificate of Occupancy**  
VILLAGE APTS, Unit 248

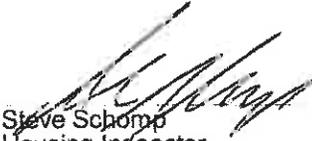
Block/Lot 523.12/12.

LORRAINE DICRISCIO  
248 LOURDES CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

8/28/14  
Insp No. 20370, 8/28/14  
Insp Pd \$65, 8/19/14

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**Deliver to...**

LORRAINE DICRISCIO  
248 LOURDES CT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
249 LOURDES COURT 08003, Unit 249

Block/Lot 523.12/12.

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    4947, 8/09/07

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**Deliver to...**

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

**Rental Unit Certificate of Occupancy**  
ST MARY'S DR, Unit 300

Block/Lot 523.12/12.

**BERNARD GOLDSCHMIDT**  
300 MT. CARMEL COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-483-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link. [http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t\\_r.pct](http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t_r.pct).

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422      FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 18808, 3/27/14  
Insp Pd \$65, 3/25/14

Cut Here

**Deliver to...**

**BERNARD GOLDSCHMIDT**  
300 MT. CARMEL COURT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
301 MT CARMEL COURT 08003, Unit 301

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13553, 7/16/12  
Insp Pd \$65, 6/01/12

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Rental Unit Certificate of Occupancy**  
VILLAGE APTS, Unit 302

Block/Lot 523.12/12.

JOHN DUNNER  
302 MT CARMEL COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated promises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

insp No. 18087, 12/05/13  
insp Pd \$65, 12/03/13

Out Here

**Deliver to...**

JOHN DUNNER  
302 MT CARMEL COURT  
CHERRY HILL, NJ 08003

## Rental Unit Certificate of Occupancy

ST MARY'S DR, Unit 303

Block/Lot 523.12/12.

JOHN & ELIZABETH DUNNER  
303 MT CARMEL COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 18088,  
Insp Pd \$65, \*2/03/13

Cut Here

**Deliver to...**

JOHN & ELIZABETH DUNNER  
303 MT CARMEL COURT  
CHERRY HILL, NJ 08003

## Rental Unit Certificate of Occupancy

ST MARY'S DR, Unit 304

Block/Lot 523.12/12.

RUSLAN STAFHEYEV  
304 MT CARMEL CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf\\_tlt\\_l\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf_tlt_l_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 21431, 1/29/15  
Insp Pd \$65, 1/26/15

Cut Here

Deliver to...

RUSLAN STAFHEYEV  
304 MT CARMEL CT  
CHERRY HILL, NJ 08003



No. CECERT-15-00255

### Code Enforcement

## Rental Housing Certificate of Occupancy

ISSUED TO:

ANDREA MILLER

305 MT CARMEL CT -

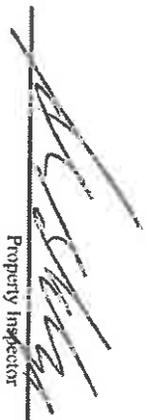
(Applicant)

(Street Address)

This property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com). For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/code/publications/pdf\\_liv\\_l\\_r.pdf](http://www.nj.gov/dca/divisions/code/publications/pdf_liv_l_r.pdf).

DATE ISSUED

AUGUST 5, 2015



Property Inspector

**Certificate of Occupancy**  
306 MT CARMEL COURT 08003, Unit 306

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13572, 7/17/12  
Insp Pd \$65, 6/01/12

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
307 MT CARMEL COURT 08003, Unit 307

Block/Lot 523.12/12.

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued wioth the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Viciations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8688, 6/14/10  
Insp Pd    \$65, 5/26/10

Cut Here

**Deliver to...**

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

**Certificate of Occupancy**  
308 MT CARMEL COURT 08003, Unit 308

Block/Lot 523.12/12.

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8687, 6/14/10  
Insp Pd    \$65, 5/26/10

Cut Here

**Deliver to...**

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

## Rental Unit Certificate of Occupancy

VILLAGE APTS, Unit 309

Block/Lot 523.12/12.

PAULA DESTEFANO  
309 MT CARMEL CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [ssciomp@chtownship.com](mailto:ssciomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t\\_l\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/t_l_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

8/28/14

Insp No. 20117, 8/28/14  
Insp Pd \$65, 7/23/14

Cut Here

**Deliver to...**

PAULA DESTEFANO  
309 MT CARMEL CT  
CHERRY HILL, NJ 08003

**Rental Unit Certificate of Occupancy**  
310 MOUNT CARMEL COURT, Unit 310

Block/Lot 523.12/12.

SANDRA JONES  
310 MOUNT CARMEL COURT  
CHERRY HILL NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX(856)424-0119

 4/19/13  
Steve Schomp  
Housing Inspector

Insp No. 15501, 4/19/13  
Insp Pd \$65, 3/13/13

Cut Here

**Deliver to...**

SANDRA JONES  
310 MOUNT CARMEL COURT  
CHERRY HILL NJ 08003

**Certificate of Occupancy**  
311 MT CARMEL COURT 08003, Unit 311

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13546, 7/16/12  
Insp Pd \$65, 6/01/12

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
312 MT CARMEL COURT 08003, Unit 312

Block/Lot 523.12/12.

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8689, 6/16/10  
Insp Pd    \$65, 5/26/10

Cut Here

**Deliver to...**

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

**Rental Housing Certificate of Occupancy**  
ST MARY'S DR, Unit 313

Block/Lot 523.12/12.

R. LOPEZ & C. CEDENO-SANCHEZ  
313 MT CARMEL CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 21432, 1/29/15  
Insp Pd \$65, 1/26/15

Cut Here

**Deliver to...**

R. LOPEZ & C. CEDENO-SANCHEZ  
313 MT CARMEL CT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
314 MT CARMEL COURT 08003, Unit 314

Block/Lot 523.12/12.

**ST MARY'S CATHOLIC HOME**  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX (856)424-0119

\_\_\_\_\_  
**Thomas McCracken**  
Housing Inspector

Insp No.    7492, 10/20/09

---

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

## Rental Unit Certificate of Occupancy

VILLAGE APARTMENTS, Unit 315

Block/Lot 523.12/12.

DARIN GELTZER  
315 MT CARMEL CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 16103, 5/30/13  
Insp Pd \$65, 5/17/13

Cut Here

**Deliver to...**

DARIN GELTZER  
315 MT CARMEL CT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
316 MT CARMEL COURT 08003, Unit 316

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

Thomas McCracken  
Housing Inspector

Insp No. 13881, 9/04/12  
Insp Pd \$65, 8/03/12

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
317 MT CARMEL COURT 08003, Unit 317

Block/Lot 523.12/12.

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8694, 6/16/10  
Insp Pd    \$65, 5/26/10

---

Cut Here

**Deliver to...**

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

**Certificate of Occupancy**  
318 MT CARMEL COURT 08003, Unit 318

Block/Lot 523.12/12.

**ST MARY'S CATHOLIC HOME**  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued wioth the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Viciations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    6985, 7/31/09

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Certificate of Occupancy**  
319 MT CARMEL COURT 08003, Unit 319

Block/Lot 523.12/12.

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8697, 6/16/10  
Insp Pd    \$65, 5/26/10

Cut Here

**Deliver to...**

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

**Certificate of Occupancy**  
321 MT CARMEL COURT 08003, Unit 321

Block/Lot 523.12/12.

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8698, 6/16/10  
Insp Pd    \$65, 5/26/10

Cut Here

**Deliver to...**

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

**Certificate of Occupancy**  
322 MT CARMEL COURT 08003, Unit 322

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13547, 7/16/12  
Insp Pd \$65, 6/01/12

Cut Here

**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
323 MT CARMEL COURT 08003, Unit 323

Block/Lot 523.12/12.

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8699, 6/16/10  
Insp Pd    \$65, 5/26/10

Cut Here

**Deliver to...**

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

**Certificate of Occupancy**  
324 MT CARMEL COURT 08003, Unit 324

Block/Lot 523.12/12.

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued wioth the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8700, 6/16/10  
Insp Pd    \$65, 5/26/10

---

Cut Here

**Deliver to...**

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003



No. CECERT-15-00686

### Code Enforcement

## Rental Housing Certificate of Occupancy

ISSUED TO:

CAROLYN ROSS

206 ST MARY'S DR - 325

(Applicant)

(Street Address)

This property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com). For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link [http://www.nj.gov/deca/divisions/codes/publications/pdf\\_tlt\\_i\\_r.pdf](http://www.nj.gov/deca/divisions/codes/publications/pdf_tlt_i_r.pdf).

DATE ISSUED

OCTOBER 9, 2015

  
Property Inspector

**Certificate of Occupancy**  
326 MT CARMEL COURT 08003, Unit 326

Block/Lot 523.12/12.

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 8705, 6/18/10  
Insp Pd \$65, 5/26/10

Cut Here

**Deliver to...**

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

**Certificate of Occupancy**  
327 MT CARMEL COURT 08003, Unit 327

Block/Lot 523.12/12.

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued wioth the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    8704, 6/18/10  
Insp Pd    \$65, 5/26/10

Cut Here

**Deliver to...**

VILLAGE APARTMENTS OF CHERRY HILL  
212 LOURDES COURT  
CHERRY HILL,, 08003

**Rental Unit Certificate of Occupancy**  
VILLAGE APTS, Unit 328

Block/Lot 523.12/12.

JOHNNY MAYS  
328 MT CARMEL CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119



Steve Schomp  
Housing Inspector



Insp No. 20371, 8/28/14  
Insp Pd \$65, 8/19/14

Cut Here

**Deliver to...**

JOHNNY MAYS  
328 MT CARMEL CT  
CHERRY HILL, NJ 08003

**Rental Unit Certificate of Occupancy**  
VILLAGE APTS, Unit 329

Block/Lot 523.12/13.

ISABEL CURBELO-VARGAS  
329 MT CARMEL CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(000)000-0000      FAX(000)000-0000

  
Steve Schomp  
Housing Inspector

Insp No. 19797, 7/01/14  
Insp Pd \$65, 6/23/14

Cut Here

**Deliver to...**

ISABEL CURBELO-VARGAS  
329 MT CARMEL CT  
CHERRY HILL, NJ 08003

# Rental Unit Certificate of Occupancy

330 MOUNT CARMEL COURT, Unit 330

Block/Lot 523-12/12

DEE GOOD  
330 MOUNT CARMEL COURT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of this certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-486-7870 or [scoc@cherryhillnj.com](mailto:scoc@cherryhillnj.com).

For additional information on the rights and responsibilities of landlords and tenants and landlords in New Jersey please refer to the link: [http://www.nj.gov/education/education/codes/pdof/landlord\\_tenant.pdf](http://www.nj.gov/education/education/codes/pdof/landlord_tenant.pdf).

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX(856)424-0119

*W. S. Scherm*  
W. S. Scherm  
Housing Inspector

Insp No. 15725-418/13  
Insp Exp. 06/30/13

Call Here

Deliver to...

DEE GOOD  
330 MOUNT CARMEL COURT  
CHERRY HILL, NJ 08003

## Rental Housing Certificate of Occupancy

ST MARY'S DR, Unit 332

Block/Lot 523.12/12.

ANNETTE CUSTIS  
332 MT CARMEL CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

*3/12/15*  
Insp No. 21818, 3/17/15  
Insp Pd \$65, 3/12/15

Cut Here

Deliver to...

ANNETTE CUSTIS  
332 MT CARMEL CT  
CHERRY HILL, NJ 08003

## Rental Unit Certificate of Occupancy

VILLAGE APTS, Unit 334

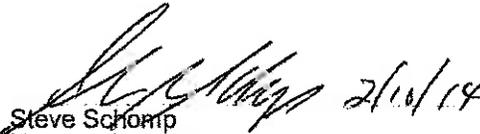
Block/Lot 523.12/12.

JANIS FLORIO  
334 MT CARMEL CT  
CHERRY HILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, [http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/tl\\_r.pdf](http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/tl_r.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 18392, 2/10/14  
Insp Pd \$65, 2/05/14

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Deliver to...

JANIS FLORIO  
334 MT CARMEL CT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
335 MT CARMEL COURT 08003, Unit 335

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13396, 6/26/12  
Insp Pd \$65, 6/01/12

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**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
336 MT CARMEL COURT 08003, Unit 336

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX (856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13550, 7/16/12  
Insp Pd \$65, 6/01/12

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**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
ST MARY'S DR, Unit 338

Block/Lot 523.12/12.

MIN & CHONGSOON PARK - TENANTS  
338 MT CARMEL CT  
CHERRY HILL, NJ 08003

The stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State, and Local Ordinances, Rules, and Regulations pertaining to this property. Violations may result in penalties or revoking of license. If you have any questions please contact Steve Schomp at (856) 432-3701 or [sschomp@cherryhillnj.com](mailto:sschomp@cherryhillnj.com).

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please follow this link, <http://www.nj.gov/dca/divisions/codes/publications/pdf/tl/tlr.pdf>.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)488-7870 FAX(856)661-4746

  
Steve Schomp  
Housing Inspector

Insp No. 15499, 3/19/13  
Insp Pd \$65, 3/13/13

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**Deliver to...**

MIN & CHONGSOON PARK - TENANTS  
338 MT CARMEL CT  
CHERRY HILL, NJ 08003

**Certificate of Occupancy**  
339 MT CARMEL COURT 08003, Unit 339

Block/Lot 523.12/12.

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX (856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    3782, 5/31/06

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**Deliver to...**

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

**Rental Unit Certificate of Occupancy**  
ST MARY'S DR, Unit 340

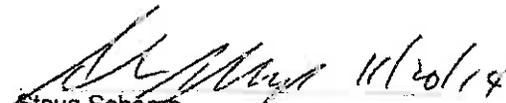
Block/Lot 523.12/12.

PATRICIA LAYALA  
340 MT. CARMEL CT.  
CHERRYHILL, NJ 08003

The property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State, and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-488-7870 or [sschomp@chtownship.com](mailto:sschomp@chtownship.com).

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Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364 FAX(856)424-0119

  
Steve Schomp  
Housing Inspector

Insp No. 21034, 11/20/14  
Insp Pd \$65, 11/19/14

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**Deliver to...**

PATRICIA LAYALA  
340 MT. CARMEL CT.  
CHERRYHILL, NJ 08003

# Certificate of Occupancy

212 LOURDES COURT 08003, Unit 341

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX (856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 14293, 10/15/12  
Insp Pd \$65, 9/25/12

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## Deliver to...

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
342 MT CARMEL COURT 08003, Unit 342

Block/Lot 523.12/12.

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    4299, 12/13/06

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**Deliver to...**

Village Apts  
212 Lourdes Court  
Cherry Hill NJ 08003

**Certificate of Occupancy**  
345 MT CARMEL COURT 08003, Unit 345

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued with the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX (856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No. 13552, 7/16/12  
Insp Pd \$65, 6/01/12

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**Deliver to...**

ST MARY'S CATHOLIC HOME DELAWARE T  
1845 HADDON AVE  
CAMDEN NJ, 08103

**Certificate of Occupancy**  
348 MT CARMEL COURT 08003, Unit 348

Block/Lot 523.12/12.

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

This stated property owner is hereby licensed to operate a RENTAL UNIT at the stated premises. This is issued wioth the understanding that such person shall obey all State and Local Ordinances, Rules and Regulations pertaining to this property. Violations may result in penalties or revoking of license.

**Cherry Hill Township**  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)834-3364      FAX(856)424-0119

\_\_\_\_\_  
Thomas McCracken  
Housing Inspector

Insp No.    7477, 10/20/09

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**Deliver to...**

ST MARY'S CATHOLIC HOME  
250 ST MARYS DR  
CHERRY HILL, NJ, 08003

**Rental Unit Certificate of Occupancy**

349 MOUNT CARMEL COURT, Unit 349

Block/Lot 523.12/12.

GINA REYES  
349 MOUNT CARMEL COURT  
CHERRY HILL NJ 08003

This property owner is hereby authorized to have the listed tenant occupy the rental unit at the stated premises. This certificate is valid only for the time that the listed tenant occupies the unit. It is issued with the understanding that all State and Local Ordinances, Rules, and Regulations pertaining to this property will be followed. Violations may result in penalties or revoking of the certificate. Questions or concerns may be directed to the Cherry Hill Department of Community Development at 856-486-7870 or eschtorip@cherryhillnj.com.

For additional information on the rights and responsibilities of residential tenants and landlords in New Jersey please go to the link: [http://www.t4.gov/634/divisions/codes/publications/pdf\\_999\\_1\\_1.pdf](http://www.t4.gov/634/divisions/codes/publications/pdf_999_1_1.pdf).

Cherry Hill Township  
820 Mercer Street  
Cherry Hill, NJ 08002  
(856)424-4422 FAX (856)424-0119

Steve Schwing  
Housing Inspector



Ins. No. 15502, 4/19/13  
Insp Pg 5/5, 3/13/13

Our Hero

Deliver to...

GINA REYES  
349 MOUNT CARMEL COURT  
CHERRY HILL, NJ 08003

Property Name	REMS Property ID	Inspection Score1	Release Date 1	Inspection Score2	Release Date 2	Inspection Score3	Release Date 3
ALL AMERICAN GARDENS	800031260	92b	11/5/2014	68c*	11/7/2012	90c	2/11/2009
EAST STATE STREET (Centennial Village)	800031335	96b	11/24/2014	84c*	10/31/2012	80c	11/13/2008
Scattered Sites I	800079226	37c*	8/24/2011	54c*	10/13/2010	46c*	7/29/2009
Ferry Station LLC	800217527	97b*	10/24/2014	90c*	7/13/2011	82c*	7/8/2009
<b>CAPE MAY</b>							
VICTORIAN TOWERS	800014483	96b	12/13/2012	44c*	1/12/2011	74c*	6/3/2009
YORKSHIRE PLACE	800014524	84b	2/5/2015	99a	1/29/2009	83b	10/11/2006
<b>CARNEYS POINT</b>							
CARNEY'S POINT (a/k/a Village Arms Apartments)	800014015	93c	11/7/2013	79c	3/6/2013	83b	4/28/2010
<b>CARTERET</b>							
RIVER RUN APARTMENTS	800014410	92b	11/25/2014	72c*	4/17/2013	79c*	12/2/2009
ROOSEVELT VILLAGE	800014412	92b*	11/6/2013	75b*	4/10/2013	85c*	7/30/2009
<b>Cedar Grove</b>							
Cedar Hill Healthcare Center	800222468	62c	5/6/2014	42c*	4/30/2008	27c	11/21/2007
<b>CEDAR GROVE TO</b>							
CEDAR GROVE SENIOR CITIZEN	800014041	91b	10/19/2011	65b	7/8/2010	98b	11/1/2006
<b>CHERRY HILL</b>							
MSAA Commons	800014181	99a	11/20/2014	97b	4/28/2010	96b	8/2/2006
JEWISH FEDERATION APARTMENTS	800014202	78b	11/19/2013	51c	10/17/2012	70c	3/9/2011

Property Name	REMS Property ID	Inspection Score1	Release Date 1	Inspection Score2	Release Date 2	Inspection Score3	Release Date 3
Village Apartments of Cherry Hill	800014485	98a	5/6/2014	87c	11/7/2007	68c	1/24/2007
Gesher House	800112235	86c	11/21/2014	86a	12/7/2011	82b	8/30/2007
<b>CLIFTON</b>							
Daughters of Miriam I	800014078	44c	7/16/2009	95b	6/29/2006	88b	9/4/2003
DAUGHTERS OF MIRIAM II	800014084	90b	9/20/2007	93c	9/9/2004	81c	8/1/2002
EVERGREEN MANOR	800014123	85c	7/10/2013	59b*	12/21/2011	85b*	10/1/2009
<b>CRANBURY TOWN</b>							
Elms of Cranbury	800057932	82b	8/4/2010	73a	7/29/2009	80b	5/23/2007
<b>CRANFORD</b>							
EDWARD K. GILL APTS. (Cranford Sen. Citi.)	800014076	51c*	10/21/2013	96b	12/9/2009	91a	6/29/2006
<b>DELAWARE TOWN</b>							
Sergentsville Group Home	800014425	86a	1/20/2015	89a	2/15/2012	86b	9/26/2007
<b>DELRAN</b>							
MORELAND HOUSE	800059455	95b	2/5/2014	75c	6/10/2010	96a	11/29/2006
<b>DOVER</b>							
MILL POND TOWER APTS	800014264	96b	9/11/2014	95a	8/10/2011	75b	8/4/2010
<b>DUNELLEN</b>							
DUNELLEN CONSUMER HOME	800014090	95a	11/14/2014	100a	8/13/2002	100a	9/16/1999
<b>EAST BRUNSWICK</b>							

**APPENDIX F**  
OREN'S DEVELOPMENT, INC.  
RESOLUTION OF APPROVAL

RESOLUTION  
TOWNSHIP OF CHERRY HILL PLANNING BOARD  
APPLICANT'S NAME: ORENS DEVELOPMENT, INC.  
1240 BRACE ROAD  
CHERRY HILL, NEW JERSEY 08002  
BLOCK 404.43, LOT 3  
APPLICATION NO.: 15-P-0017

WHEREAS, the Applicant, Orens Development, Inc., has filed an application for preliminary and final major site plan approval with bulk (c) variances to demolish the existing Coastline Bar & Grill and construct a one-story 48,184 sf assisted living facility with 64 beds (56 rooms) at the property located at 1240 Brace Road, Cherry Hill, New Jersey, also known as Block 404.43, Lot 3 on the Tax Maps of the Township of Cherry Hill; and

WHEREAS, after a public hearing held on October 5, 2015, the following initial findings of fact were made, to wit:

1. The Applicant has submitted an application for preliminary and final major site plan approval with related bulk (c) variances associated with the demolition of the existing Coastline Bar & Grill and the construction of a one-story 48,184 sf assisted living facility with 64 beds (56 rooms) in the Highway Business (B2) zone at the property located at 1240 Brace Road, Cherry Hill, New Jersey 08002, also known as Block 404.43, Lot 3.
2. The proposed site is located in the western portion of Cherry Hill Township on Brace Road with reverse frontage onto Caldwell Road, which is due north of Bortons Mill Road. The site is located east of the Multi-Residential (R10) zoned Waterford Apartments, west of the Residential Agricultural/Planned Community (RAPC) zoned Barclay Farm South neighborhood, and north of the Limited Office (01) zoned Bancroft Neurohealth administrative offices and the Institutional (IN) zoned Challenge Grove Park. The site is also located south of the Single Family Residential (R3) zoned Kingsway Village and adjacent to the south of the Highway Business (B2) zoned One Park Lane Office Condominiums and Single Family Residential (R2) zoned property (Lots 5) owned by NHA Associates, LLC. The site is approximately 3.25 acres in area.
3. The Cherry Hill Department of Community Development's records indicate a long history for Block 404.43, Lot 3. The entire planning and zoning history of the subject property as set forth in the Cherry Hill Township Department of Community Development's review letter dated September 18, 2015 in paragraph I.E entitled History is incorporated herein and made a part hereof by reference.
4. The following variances are required with this application:
  - a. From Ordinance Section 415.F, to permit 34% building coverage, where a maximum building coverage of 30% is permitted.
  - b. Any other variances deemed necessary by the Planning Board.
5. Design Waivers are required with this application. A list of all Design Waivers is set forth in the Department of Community Development's review letter dated September 18, 2015 in Section III, Subparagraph C. 1 thru 20 with the understanding that the waiver identified in Subparagraph C.2. to permit no fence in the residential buffer, where a fence in the residential buffer is required has been removed as well as the waiver requested in Subparagraph C.7. as the Applicant has clarified compliance with Ordinance Section 510.E.
6. A public notice of the hearing was provided in accordance with the requirements of the Municipal Land Use Law N.J.S.A. 40:55D-12.

7. The Applicant has submitted the following information in support of the application which information is reviewed by the Cherry Hill Department of Community Development for conformance to the zoning ordinance:
- a. Preliminary and Final Major Site Plan prepared by Robert Stout, PE, PLS of Stout & Caldwell Engineers, LLC, dated August 3, 2015;
  - b. Floor Plans & Building Elevations (Sheet A-101) prepared by Oliver W. Wischmeyer, III, RA of Wulff Architects, Inc. dated August 5, 2015;
  - c. Phase I Environmental Site Assessment prepared by Benjamin C. Gindville, PWS, CPM of Stout & Caldwell Engineers, LLC dated June 10, 2015;
  - d. Traffic Engineer Assessment prepared by Nathan B. Mosley, PE, CME of Shropshire Associates, LLC dated July 30, 2015;
  - e. Drainage Calculations and Storm water Management Report prepared by Robert Stout, PE, PLS of Stout & Caldwell Engineers, LLC dated August 2015;
  - f. Solid Waste/Recycling Report prepared by Robert Stout, PE, PLS of Stout & Caldwell Engineers, LLC dated August 2015;
  - g. Project Summary prepared by Stout & Caldwell Engineers, LLC dated August 2015;
  - h. Site Photographs prepared by Stout & Caldwell Engineers, LLC dated August 2015;
  - i. All Exhibits entered into evidence by the Applicant at the time of the hearing; and

**WHEREAS**, the Planning Board made its decision in this matter based on the documentation and plans submitted by the Applicant as set forth above and the testimony of the Applicant's Representatives and Professionals in support of the application made at the time of the hearing and the testimony of the Planning Board Professionals made at the time of the hearing and on each of the following:

1. The completeness review letter dated September 18, 2015 as prepared by the Cherry Hill Department of Community Development and the Planning Board Engineer's review letter dated September 22, 2015 as prepared by Planning Board Engineer, Environmental Resolutions, Inc.; and

**WHEREAS**, the Applicant was represented by Richard Hoff, Esq. Testimony was provided in support of the application by Robert Stout, PE of Stout & Caldwell Engineers, LLC, the Applicant's Traffic Engineer, Nathan Mosley, and the Applicant's Architect, David Schmauk of Wulff Architects; and

**WHEREAS**, the Applicant's Engineer Robert Stout testified that the proposed use is an assisted living facility dedicated to memory care only. Testimony was provided that because it is a memory care assisted living facility industry standards require that the proposed facility be only one story for the safety and well-being of the residents. Testimony was provided that the one-story layout creates the need for a building coverage variance of 34% where 30% is permitted because a one-story building requires that the structure be spread out on the entire site in order to accomplish the proposed 64 bed/56 room facility. Mr. Stout also testified that the proposed interior court yard also increases the size of the building. Mr. Stout testified that the proposed court yards are offered as a quality of life issue for the residents since it enables residents to have access to a secure outside sitting area for their safe use and enjoyment. Testimony was provided that both residential buffer variances that had been originally proposed by the Applicant had been removed

at the recommendation of the Department of Community Development. Testimony was provided that the existing structure will be demolished with most of the pavement being removed from the site to be replaced with the proposed one-story, 64 bed facility; and

**WHEREAS**, testimony was provided that there will be 27 employees on site during peak hours, 10 employees on site during off-peak hours and 6 overnight employees. Testimony was provided that 37 spaces are required for the proposed use. Testimony was provided that visiting hours are from 9 a.m. to 9 p.m., seven days per week. The Applicant's Engineer testified that the loading area has been separated to the rear of the property in order to maintain the residential look at the front of the subject facility. Testimony was provided that deliveries will be by box truck and that food deliveries are received one to two times per week. Testimony was provided that all deliveries will be to the rear of the property so as to have a nominal impact on site ingress, egress and parking areas. The Applicant advised that a waiver is requested for the proposed rear separate drive aisle as the Applicant is proposing an 18' drive aisle where a minimum of 22' is required. Testimony was provided that trash pickup will occur three times per week. Testimony was provided that a six foot high board on board fence will be added as an additional residential property buffer and that high efficiency LED lighting will be added to the site. The Applicant requested a waiver for no striping in the proposed loading area since said loading area was designed to limit access to the rear drive aisle other than for normal deliveries; and

**WHEREAS**, the Applicant agreed as a condition of approval that all landscaping shall be subject to final review and approval by the Department of Community Development and the Planning Board Engineer. The Applicant also agreed that site lighting shall be subject to final review and comment by the Department of Community Development and Planning Board Engineer; and

**WHEREAS**, the Applicant's Engineer, Robert Stout, testified in support of the requested variances and waivers. Appropriate testimony was provided by Mr. Stout to support the variance and waivers. Mr. Stout noted that per industry standards an assisted living facility dedicated to memory care cannot have more than one story and as a result, the proposed building must be spread out the entire site thereby creating the need for a building coverage variance of 34% where 30% is required under ordinance. Mr. Stout again reminded the Board that the proposed courtyards which do serve as a quality of life issue for the residents also serve to increase the building coverage on site; and

**WHEREAS**, the Applicant testified that it will comply with all terms and conditions of the Department of Community Development review letter dated September 8, 2015 except as noted on the record as well as the Planning Board Engineer's review letter dated September 22, 2015 as except as noted on the record. The Applicant further agreed that all architectural elements shall be subject to final review and approval by the Cherry Hill Department of Community Development; and

**WHEREAS**, the Applicant's Traffic Engineer, Nathan Mosley, appeared and testified in support of the application. Mr. Mosley testified that he currently anticipates 19 peak trips in and out of the facility in place of the 128 peak trips normally generated by the Coastline Restaurant. Mr. Mosley provided that there will be a substantial reduction in peak traffic in and out of the site with the proposed assisted living facility. Testimony was provided that do not enter and delivery only signs will be installed at the loading area driveways subject to final review and approval by the Department of Community Development. Testimony was further provided that one way signage or do not enter signage will be added to the front drop off entranceway so as to designate the proposed two lane one-way drive aisle which signage will be subject to final review and approval by the Department of Community Development; and

WHEREAS, Mr. Hoff testified that the facility will require State licensure, where licensure requirements currently mandate the reservation of certain beds for Medicaid recipients, which constitutes ten percent (10%) of the number of beds proposed for the facility, as confirmed on the record by the Applicant; and

WHEREAS, testimony was provided that no signage is proposed for the assisted care facility and that the Applicant agreed and understood that any future signage will either be permitted under ordinance or the Applicant will be required to return to the Planning Board to obtain appropriate sign variance approval; and

WHEREAS, the Planning Board opened the hearing to the public and public comment was received in support of the application. The specific names and comments made by the public are more accurately set forth on the record in this matter.

NOW, THEREFORE, based upon the foregoing findings of fact and conclusions of law, including all testimony and evidence presented at the hearing by the Applicant's witnesses and the Applicant's Professionals, the comments of the public and the Planning Board Professionals, **BE IT RESOLVED**, by the Planning Board of the Township of Cherry Hill, New Jersey that application number 15-P-0017 as submitted by Orens Development, Inc. for preliminary and final major site plan approval and bulk (c) variance approval associated with the proposed demolition of the existing Coastline Bar & Grill and the construction of a one-story 48,184 sf assisted living facility with 64 beds (56 rooms) at the property located at 1240 Brace Road, Cherry Hill, New Jersey, also known as Block 404.43, Lot 3 is herewith **GRANTED** by a vote of seven (7) in favor and none opposed for the reasons set forth on the record in this matter and subject to the following additional findings of fact, conclusions and conditions:

1. The Applicant shall revise its plans to satisfactorily address all of the comments and conditions of the Planning Board and the Planning Board Professionals made at the time of the hearing and in the Department of Community Development's review letter dated September 18, 2015 and the September 22, 2015 review letter of the Planning Board Engineer, Environmental Resolutions, Inc. except as noted on the record and in this Resolution.
2. All agreements and representations made by the Applicant as set forth at the hearing in this matter and/or as contained in the "WHEREAS" recital paragraphs in this Resolution must be fully satisfied by the Applicant.
3. All of the initial findings of fact as set forth in the "WHEREAS" paragraphs of this Resolution and in paragraphs 1 through 7 as set forth above are hereby incorporated as further findings of fact.
4. The Applicant agreed as a condition of approval that all landscaping shall be subject to review and approval by the Department of Community Development and Planning Board Engineer.
5. The Applicant agreed as a condition of approval that all site lighting shall be subject to final review and approval by the Department of Community Development and Planning Board Engineer.
6. The Applicant agreed as a condition of approval that all proposed architectural elements shall be subject to final review and approval by the Department of Community Development. The Applicant agreed that do not enter and delivery only signs shall be installed at the loading area driveway.
7. The Applicant agreed as a condition of approval that a one way signage and/or do not enter signage will be added to the front drop off entrance way to designate the two lane one-way drive aisle which signage will be subject to final review and approval by the Department of Community Development.

8. The Applicant acknowledged that no signage is proposed and that any future signage will either be compliant with ordinance requirements or the Applicant will make an application to the Planning Board to obtain any necessary sign variance approval.
9. It was the determination of the Planning Board that the Applicant, through the testimony provided by its Professionals, demonstrated both the positive and negative criteria necessary for the granting of the requested bulk variance(s) and that the granting of said variances was appropriate given existing site conditions and the nature of the proposed use as an assisted living facility for memory care only. It was the finding of the Planning Board that the variances could be granted without substantial detriment to the public good and without impairment and intent and purpose of the zone plan and Zoning Ordinances.
10. It was the determination of the Planning Board that the Applicant, through the testimony provided by its professionals, demonstrated both the positive and negative criteria necessary for granting all the requested waivers with the exception of those noted above that have been removed by the Applicant and that the requested waivers were appropriate given existing site conditions.
11. The Applicant is hereby notified that prior to the issuance of any zoning or building permits:
  - a. All taxes and assessments shall be paid on the property for which this application is made. The Applicant shall submit proof that no taxes or assessments for local improvements are due or delinquent on the property for which the application is made.
  - b. Any and all conditions that are made part of this approval, including those noted by referenced in the report of the consultants to the Board must be satisfied.
  - c. Any and all outside agency approvals that are required must be obtained by the Applicant.
  - d. The Applicant will pay all required escrows, costs and professional fees associated with the application to the Department of Community Development within fourteen (14) days of receipt of the written requests for payment of escrow funds. Failure to pay the required escrow funds within the fourteen (14) day period after receipt of the written notice may result in the voiding of this approval. Negative escrow account balances shall incur interest at a rate of 1.5% per month. The Applicant shall also pay all required performance bonds and maintenance bonds deemed necessary by the Planning Board Professionals. Failure to pay the required performance bonds and/or maintenance bonds within the time frame stipulated by the Planning Board Professionals may result in the voiding of this approval.
  - e. Zoning permits must be obtained from the Zoning Officer.
  - f. Signed approvals must be obtained from the Department of Community Development.
  - g. The failure of the Applicant to comply with any of the conditions contained in this Resolution will permit the Planning Board at its sole option to rescind the approvals being granted by this Resolution and/or advise the Township to revoke any permits which have been issued to the Applicant.

DATED: October 19, 2015

PLANNING BOARD OF THE  
TOWNSHIP OF CHERRY HILL

BY:

A handwritten signature in black ink, appearing to read "Paul Stridick", written over a horizontal line.

PAUL STRIDICK, AIA  
PLANNING BOARD ADMINISTRATOR

**APPENDIX G**  
ARTICLE X OF THE  
ZONING ORDINANCE

## ARTICLE X AFFORDABLE HOUSING PROCEDURAL & ELIGIBILITY REQUIREMENTS

### SECTION 1001. INTENT.

The affordable housing ordinance of Cherry Hill Township sets forth regulations regarding the low- and moderate-income housing units in the Township consistent with the provisions known as the "*Substantive Rules of the New Jersey Council on Affordable Housing*," as may be amended and supplemented, for the period beginning June 2, 2008 with amendments through April 6, 2009, N.J.A.C. 5:97 *et seq.*, the *Uniform Housing Affordability Controls ("UHAC")*, N.J.A.C. 5:80-26.1 *et seq.* and the Township's constitutional obligation to provide a fair share of affordable housing for low- and moderate-income households. In addition, this Ordinance applies requirements for very low-income housing as established in *P.L. 2008, c.46* (the "*Roberts bill*"). These regulations are also intended to provide assurances that low- and moderate-income units (the "affordable units") are created with controls on affordability over time and that low- and moderate-income people occupy these units. These regulations shall apply, except where inconsistent with applicable law.

### SECTION 1002. OBLIGATION.

- A. The Cherry Hill Planning Board has adopted a Housing Plan and Fair Share Plan pursuant to the Municipal Land Use Law at *N.J.S.A. 40:55D-1, et seq.* The Fair Share Plan has been endorsed by the governing body, Township Council. The Fair Share Plan describes how Cherry Hill Township shall address its fair share for low- and moderate-income housing, as determined by the Council on Affordable Housing (COAH) and documented in the Housing Plan.
- B. The Township of Cherry Hill shall file monitoring reports with COAH in accordance with *N.J.A.C. 5:96*, tracking the status of the implementation of the Housing Plan and Fair Share Plan. Any plan evaluation report of the Housing and Fair Share Plan and monitoring prepared by COAH in accordance with *N.J.A.C. 5:96* shall be available to the public at the Township of Cherry Hill Municipal Building, Municipal Clerk's Office, 820 Mercer Street, New Jersey; on-line at [www.cherryhill-nj.com](http://www.cherryhill-nj.com); from COAH at 101 South Broad Street, Trenton, New Jersey; or COAH's website, [www.nj.gov/dca/affiliates/coah](http://www.nj.gov/dca/affiliates/coah).

### SECTION 1003. DEFINITIONS.

All word uses of §201 and definitions of §202 in the Cherry Hill Zoning Ordinance shall apply.

### SECTION 1004. PROGRAMS.

The Township of Cherry Hill will employ the following programs to satisfy its affordable housing obligations:

#### A. Rehabilitation Program.

1. Intent. The Township of Cherry Hill's rehabilitation program shall be designed to renovate deficient housing units occupied by low- and moderate-income households such that, after rehabilitation, these units will comply with the *New Jersey State Housing Code* pursuant to *N.J.A.C. 5:28*.
2. Requirements.
  - a. Both owner occupied and renter occupied units shall be eligible for rehabilitation funds.
  - b. All rehabilitated units shall remain affordable to low- and moderate-income households for a control period of a minimum of ten (10) years. For owner occupied units, the control period will be enforced with a lien and for renter occupied units the control period will be enforced with a deed restriction.
  - c. The Township of Cherry Hill shall dedicate a minimum of ten thousand (\$10,000) dollars for

each unit to be rehabilitated through this program, reflecting the minimum hard cost of rehabilitation for each unit.

- d. The Township shall adopt a resolution committing to fund any shortfall in the Cherry Hill 'Single-Family Rehabilitation Program' if necessary.
- e. Cherry Hill shall designate, subject to the approval of COAH, one or more Administrative Agents to administer the rehabilitation program in accordance with *N.J.A.C. 5:96* and *N.J.A.C. 5:97*. The Administrative Agent(s) shall provide a rehabilitation manual for the owner occupancy rehabilitation program and a rehabilitation manual for the rental occupancy rehabilitation program to be adopted by resolution of the governing body and subject to approval of COAH. Both rehabilitation manuals shall be available for public inspection on-line, in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

3. **Exemptions.** Units in a rehabilitation program shall be exempt from *N.J.A.C. 5:97-9* and *Uniform Housing Affordability Controls (UHAC)*, but shall be administered in accordance with the following:
  - a. If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to *N.J.A.C. 5:97-9* and UHAC.
  - b. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to *N.J.A.C. 5:97-9* and UHAC.
  - c. Rents in rehabilitated units may increase annually based on the standards in *N.J.A.C. 5:97-9*.
  - d. Applicant and/or tenant households shall be certified as income-eligible in accordance with *N.J.A.C. 5:97-9* and UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

**B. Market to Affordable Program.**

1. **Intent.** The Cherry Hill 'Market to Affordable Program' is an affordable housing program established to permit the purchase or subsidization of units through a written agreement with the property owner and sold or rented to low- and moderate-income households. Subject to the provisions of §1004.B.2.c (below), the 'Market to Affordable Program' may produce both low- and moderate-income units
2. **Requirements.** The following provisions shall apply to market to affordable programs:
  - a. At the time they are offered for sale or rental, eligible units may be new, pre-owned or vacant.
  - b. The units shall be certified to be in sound condition as a result of an inspection performed by a licensed building inspector.
  - c. Cherry Hill will provide a minimum of \$10,000 per unit to subsidize each moderate-income unit and/or \$30,000 per unit to subsidize the each low-income unit, with additional subsidy depending on the market prices or rents in a municipality.

**SECTION 1005. INCLUSIONARY ZONING.**

- A. **Intent.** To ensure the efficient use of land through compact forms of development and to create realistic opportunities for the construction of affordable housing, inclusionary zoning allows minimum presumptive densities and presumptive maximum affordable housing set-asides as follows.

1. For Sale Developments.

a. For every multi-family development in the Township, including but not limited to development in the R7, R10, and R20 zones, the Affordable Housing Overlay Zone, and any use (D) variance application for multi-family residential development, a minimum of twenty (20%) percent of the total number of units shall be set aside as Affordable Housing Units. Where this requirement results in a fraction of a unit, the fraction shall be rounded to the nearest whole unit. Fractions of less than one half (1/2) shall be rounded off to the lower whole unit and fractions of greater than one half (1/2) shall be rounded off to the higher whole unit.

2. Rental Developments.

a. For every multi-family development in the Township, including but not limited to development in the R7, R10, and R20 zones, the Affordable Housing Overlay Zone, and any use (D) variance application for multi-family residential development, a minimum of fifteen (15%) percent of the total number of units shall be set aside as Affordable Housing Units. Where this requirement results in a fraction of a unit, the fraction shall be rounded to the nearest whole unit. Fractions of less than one half (1/2) shall be rounded off to the lower whole unit and fractions of greater than one half (1/2) shall be rounded off to the higher whole unit.

B. Phasing. In inclusionary developments, the schedule shall be in conformance with the following:

Minimum Percentage of LOW & MODERATE INCOME UNITS COMPLETED	Maximum Percentage of MARKET HOUSING UNITS COMPLETED
0%	25%
10	25 + 1 unit
50	50
75	75
100	90

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

D. Payments-In-Lieu & Off-Site Construction. The standards for the collection of Payments-in-Lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with N.J.A.C. 5:97-6.4.

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

**SECTION 1006. NEW CONSTRUCTION.**

With the exception for affordable housing developments constructed pursuant to low income tax credit regulations, the following shall apply to all newly constructed developments that contain low-and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units:

A. Proportion.

1. At least half of the "for sale" affordable units within each affordable housing development shall be affordable to low-income households.
2. At least half of the "rental" affordable units within each affordable housing development shall be affordable to low income households. Of the total number of affordable rental units, thirteen (13%) percent shall be affordable to very low-income households.
3. At least half of the affordable units in each bedroom distribution within each affordable housing development shall be affordable to low-income households.

4. The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.
- B. Bedroom Distribution. Affordable housing developments that are not limited to age-restricted households shall be structured in conjunction with realistic market demands so that:
1. The combination of efficiency and one-bedroom units is no greater than twenty (20%) percent of the total number of affordable units;
  2. At least thirty (30%) percent of all affordable units shall be two-bedroom units.
  3. At least twenty (20%) percent of all affordable units shall be three-bedroom units.
  4. The remaining units may be allocated among two and three-bedroom units at the discretion of the developer.
- C. Age-Restricted. Affordable housing developments that are limited to age-restricted households shall at a minimum have a total number of bedrooms equal to the number of age-restricted affordable units within the affordable housing development. The standard may be met by creating all one-bedroom units or by creating a two-bedroom unit for each efficiency unit.
- D. Accessibility.
1. The first floor of all townhouse dwelling units and of all other multi-story dwelling units that are affordable to low- or moderate-households shall be subject to the technical design standards of the *Barrier Free Subcode (N.J.A.C. 5:23-7)*.
  2. Each affordable townhouse unit, or other affordable multi-story dwelling unit, that is attached to at least one other dwelling unit shall have the following features:
    - a. An adaptable toilet and bathing facility on the first floor;
    - b. An adaptable kitchen on the first floor;
    - c. An accessible route of travel. An interior accessible route of travel shall not be required between stories.
    - d. 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
    - e. Accessible entranceways.
      - i. The developer shall provide an accessible entranceway, as set forth at *N.J.A.C. 5:97-3.14*, for each affordable townhouse unit or other affordable multistory dwelling unit and is attached to at least one other dwelling unit; or
      - ii. The developer shall provide funds sufficient to make ten (10%) percent of the adaptable entrances in the development accessible, as set forth at *N.J.A.C. 5:97-3.14*.
  3. The developer of the project shall submit a conversion plan indicating the steps necessary to convert the unit from being adaptable to accessible. Said plan shall be submitted at the time of issuance of a building permit.
  4. Where the developer will provide funds sufficient to make ten (10%) percent of the adaptable entrances in the development accessible, the developer of the project shall submit the following to the Township, at the time of issuance of a building permit, in order to determine the required funds:
    - a. Funds sufficient to make ten (10%) percent of the adaptable entrances in the development accessible; and
    - b. A cost estimate for conversion of ten (10%) percent of the adaptable entrances in the

development to accessible.

5. In the case of an affordable unit or units that are constructed with an adaptable entrance, upon the request of a physically challenged person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed by the Township.

E. Maximum Rent & Sale Prices.

1. Establishment. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and in COAH, utilizing the regional income limits established by COAH.
  - a. In conjunction with realistic market information, the following shall be used to determine maximum rents and sales prices of the affordable units:
    - i. Efficiency units shall be affordable to one-person households.
    - ii. A one-bedroom unit shall be affordable to a one- and one-half person household.
    - iii. A two-bedroom unit shall be affordable to a three-person household.
    - iv. A three-bedroom unit shall be affordable to a four- and one-half person household.
    - v. A four-bedroom unit shall be affordable to a six-person household.
  - b. For assisted-living facilities, the following standards shall be used:
    - i. A studio shall be affordable to a one-person household.
    - ii. A one-bedroom unit shall be affordable to a one- and one-half person household.
    - iii. A two-bedroom unit shall be affordable to a two-person household or to two, one-person households.
3. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the Administrative Agent be lower than the last recorded purchase price.
4. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the *Housing Consumer Price Index for the United States*. This increase shall not exceed nine (9%) 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.

F. Median Income By Household Size. Median income by household size shall be established using a regional weighted average of the uncapped *Section 8* income limits published by HUD computed as set forth in *N.J.A.C. 5:97-9-2*.

G. Average Rents.

1. The maximum rent of affordable units within each affordable housing development shall be affordable to households earning no more than sixty (60%) percent of median income. The average rent for low- and moderate-income units shall be affordable to households earning no more than fifty-two (52%) percent of median income. Restricted rental units shall establish at least one rent for each bedroom type for all low- and moderate-income units provided at least thirteen (13%) percent of all low- and moderate-income units are affordable to households earning no more that thirty (30%) percent of median income. For low-income rental units established in a 'Market to Affordable Rental Program' only – the maximum rent for a low-income unit shall be affordable to households earning no more than forty-four (44%) percent of median income.
2. Low- and moderate-income units shall utilize the same heating source as market units within an inclusionary development.
3. Gross rents including an allowance for utilities shall be established for the various size affordable

units at a rate not to exceed thirty (30%) percent of the gross monthly income of the appropriate household size as set forth in subsection §1006.C. above. The allowance for utilities shall be consistent with the utility allowance approved by NJDCA for use in its *Section 8* program.

4. No affordable rental units included in the COAH requirement shall be subject to a rent control ordinance which may be adopted or in place in the Township of Cherry Hill during the time period in which affordable housing COAH controls are effective.

H. Average Sale Prices.

1. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than seventy (70%) percent of median income. Each affordable development must achieve an affordability average of fifty-five (55%) percent for restricted ownership units. Moderate-income ownership units must be available for at least three different prices for each bedroom type and low-income ownership units must be available for at least two different prices for each bedroom type. For low-income sale units established in a 'Market to Affordable Sales Program' only – the maximum sales for a low-income unit shall be affordable to households earning no more than forty (40%) percent of median income.
  2. Low- and moderate-income units shall utilize the same heating source as market units within an inclusionary development.
  3. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying costs of the unit, including principal and interest (based on a mortgage loan equal to ninety-five (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 twenty eight (28%) percent of the eligible monthly income of an appropriate household size, as determined under *N.J.A.C. 5:80-26.4*; provided, however, that the price shall be subject to the affordability average requirement of *N.J.A.C. 5:80-26.3*.
- I. Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its *Section 8* program.

**SECTION 1007. OCCUPANCY STANDARDS.**

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

- A. provide an occupant for each unit bedroom;
- B. provide children of different sex with separate bedrooms; and
- C. prevent more than two persons from occupying a single bedroom.

**SECTION 1008. RESERVATION OF UNITS.**

- A. Low-income housing units shall be reserved for households with a gross household income equal to or less than fifty (50%) percent of the median income approved by COAH.
- B. Pending release of COAH's rules implementing- *PL. 2008, c.46*. Very low-income housing units shall be reserved for households with a gross household income equal to or less than thirty (30%) percent of the median income approved by COAH.
- C. Moderate-income housing units shall be reserved for households with a gross household income in excess of fifty (50%) percent, but less than eighty (80%) percent of the median income approved by COAH.

**SECTION 1009. CONDO & H.O.A. FEES; RESALE PRICES**

- A. If an affordable housing unit is part of a condominium association or homeowner's association, the Master Deed shall reflect that the assessed affordable homeowner's fee be established at one hundred (100%) percent of the market rate fee. This percentage assessment shall be recorded in the Master Deed.
- B. Upon resale of an affordable unit, a certificate of reoccupancy shall be required, in accordance with *N.J.A.C. 5:80-26.10*.

**SECTION 1010. BUYER INCOME ELIGIBILITY.**

- A. 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 fifty (50%) percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than eighty (80%) percent of median income.
- B. 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 thirty-three (33%) percent of the household's certified monthly income.

**SECTION 1011. INDEBTEDNESS.**

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed ninety-five (95%) percent of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with *N.J.A.C.5:80-26.6(b)*.

**SECTION 1012. CONTROL PERIODS.**

- A. Any conveyance of a newly constructed low- or moderate-income sales unit shall contain the restrictive covenants and liens that are set forth in *N.J.A.C. 5:80-26 et seq.*
- B. Time Period for Controls.
  - 1. Newly constructed low- and moderate-income "rental" units shall remain affordable to low- and moderate-income households for a period of thirty (30) years.
  - 2. Newly constructed low- and moderate-income "for sale" units shall remain affordable to low- and moderate-income households for a period of thirty (30) years.
  - 3. Rehabilitated owner-occupied single family housing units that are improved to code standard shall be subject to affordability controls for ten (10) years.
  - 4. Rehabilitated renter-occupied housing units that are improved to code standard shall be subject to affordability controls for at least ten (10) years.
  - 5. Housing units created through conversion of a non-residential structure shall be considered a new housing unit and shall be subject to affordability controls for new housing units, as designated in items §1014.A and B.
  - 6. Affordability controls on accessory apartments shall be for a period of ten (10) years.

7. Affordability controls for units in alternative living arrangements shall be for a period of thirty (30) years.
  8. Affordability controls on market to affordable units shall be for a period of thirty (30) years.
- C. Restricted Rental Units. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
1. Sublease or assignment of the lease of the unit;
  2. Sale or other voluntary transfer of the ownership of the unit; or
  3. The entry and enforcement of any judgment of foreclosure.

**SECTION 1013. PRICE RESTRICTIONS FOR RENTAL UNITS; LEASES.**

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

**SECTION 1014. AFFIRMATIVE MARKETING PLAN.**

- A. In accordance with the regulations of COAH pursuant to *N.J.A.C. 5:96 and 5:97 et seq.* and the *New Jersey Uniform Housing Affordability Controls (UHAC)* pursuant to *N.J.A.C. 5:80-26 et seq.*, Cherry Hill Township adopted an Affirmative Marketing Plan.
- B. All affordable housing units shall be marketed in accordance with the provisions therein.
- C. The Township of Cherry Hill has a *Third Round Growth Share* obligation. This subsection shall apply to all developments that contain proposed low- and moderate-income units and any future developments that may occur.
- D. In implementing the Affirmative Marketing Program, the Administrative Agent shall undertake all of the following strategies:
  1. Publication of 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. At least one additional regional marketing strategy using one of the other sources listed below.
- E. The Affirmative Marketing Program 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 Program is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region in which the municipality is located and covers the period of deed restriction. The Township of Cherry Hill is in the housing region consisting of Burlington, Camden and Gloucester Counties. The Affirmative

Marketing Program is a continuing program and shall meet the following requirements:

1. All newspaper articles, announcements and requests for applications for low- and moderate-income units shall appear in the following daily regional newspaper/publication:
  - a. New Jersey Courier-Post newspaper
  - b. New Jersey Housing & Mortgage Finance Agency (HMFA) Housing Resource Center website.
2. The primary marketing shall take the form of at least one press release sent to the above publication and a paid display advertisement in the above newspaper. Additional advertising and publicity shall be on an "as needed" basis. The advertisement shall include a description of:
  - a. Location of the units;
  - b. Direction to the units;
  - c. Range of prices for the units;
  - d. Size, as measured in bedrooms, of units;
  - e. Maximum income permitted to qualify for the units;
  - f. Location of applications;
  - g. Business hours when interested households may obtain an application; and
  - h. Application fees, if any.
3. All newspaper articles, announcements and requests for applications for low- and moderate-income housing shall appear in neighborhood oriented weekly newspapers within the region.
4. The regional cable television station of Comcast of Burlington County, Garden State, Gloucester County, South Jersey, Wildwood (Maple Shade System) shall be used.
5. The following is the location of applications, brochure(s), sign(s) and/or poster(s) used as part of the Affirmative Marketing Program:
  - a. Cherry Hill Township Calendar
  - b. Cherry Hill Township Website
  - c. Cherry Hill Township Municipal Building
6. The following is a listing of community contact person(s) and/or organizations(s) in Camden County that will aid in the Affirmative Marketing Program, with particular emphasis on contracts that will reach out to groups that are least likely to apply for housing within the region:

COMMUNITY CONTACT	ADDRESS
Burlington County College	601 Pemberton-Browns Mills Road, Pemberton, NJ 08068-1536
Our Lady of Lourdes Medical Center	218 Sunset Road, Willingboro, NJ 08046-1110
Masonic Home of New Jersey	902 Jacksonville Road, Burlington, NJ 08016-3814
Medford Leas Continuing Care	1 Medford Leas, Medford, NJ 08055
Virtua Geriatric Care Management	523 Fellowship Road, Mount Laurel, NJ 08054
Virtua West Jersey Hospital	90 Brick Road Marlton, NJ 08053-2177
Campbell Soup Company	Campbell Place, Camden, NJ 08103-1701
Lockheed Martin	1 Federal Street, Camden, NJ 08102
Bancroft Neurohealth	1000 Atlantic Avenue, Camden, NJ 08102
Cooper Health System	One Cooper Plaza, Camden, NJ 08102
L-3 Communications Systems	1 Federal Street, Camden, NJ, 08103
Towers Perrin	101 Woodcrest Road, Cherry Hill, NJ 08003
Arch Manufacturing & Sales Co.	1213 S 6th Street, Camden, NJ 08104
Cherry Hill Board of Education	45 Ranaldo Terrace, Cherry Hill, NJ 08034
TD Bank	1713 Route 70 East, Cherry Hill, NJ 08003

Melitta Coffee	1401 Berlin Road, Cherry Hill, NJ 08003
Kennedy Memorial Health Center	2201 Chapel Avenue West, Cherry Hill, NJ 08002
Camden County College	1889 Route 70 East, Cherry Hill, NJ 08003
Underwood Memorial Hospital	509 North Broad Street, Woodbury, NJ 08096
Rowan University	201 Mullica Hill Road, Glassboro, NJ 08028
Kennedy Memorial Hospital	435 Hurffville-Cross Keys Road, Turnersville, NJ 08012
U.S. Food Services	2255 High Hill Road, Swedesboro, NJ 08085
Direct Group	100 Berkeley Dr., Swedesboro, NJ & 800 Arlington Blvd., Swedesboro, NJ
CompuCom Systems, Inc.	1225 Forest Parkway #500, Paulsboro, NJ 08066
Missa Bay, LLC	101 Arlington Boulevard, Swedesboro, NJ; 2339 Center Square Road, Swedesboro, NJ; and 730 Veterans Drive, Swedesboro, NJ
Sony Music	400 North Woodbury Road, Pitman, NJ 08071
Delaware Valley Wholesale Florists	520 North Mantua Boulevard, Sewell, NJ 08080
Valero Refining Co.	800 Billingsport Road, Paulsboro, NJ 08066
Electric Mobility	591 Mantua Boulevard, Sewell, NJ 08080
Sunoco-Eagle Point Oil Refinery	US Highway 130 S & Highway 295, Westville, NJ 08093
Heritage's Dairy Stores	376 Jessup Road, Thorofare, NJ 08086
Cornell & Company	224 Cornell Lane, Westville, NJ 08093
Exxon Mobil Research & Engineering Co.	800 Billingsport Road, Paulsboro, NJ 08066

7. Quarterly flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:
  - a. Cherry Hill quarterly newsletter (pink)
  - b. Applications shall be mailed to prospective applicants upon request
  - c. Additionally, quarterly informational circulars and applications shall be sent to the chief administrative employees of each of the following agencies in Camden County:
    - i. Welfare or Social Service Board, including but not limited to the Camden County Board of Social Services; Burlington County Board of Social Services, and Gloucester County Board of Social Services.
    - i. Rental Assistance Office (local office of DCA)
    - ii. Office on Aging, including but not limited to the Camden County Division of Senior & Disabled Services; Burlington County Area Agency on Aging; and the Gloucester County Division of Senior Services.
    - iii. Housing Agency or Authority
    - iv. Library, including but not limited to the Cherry Hill Public Library; Camden County Library; Burlington County Library; and Gloucester County Library.
    - v. Area Community Action Agencies
8. A random selection method to select occupants of low- and moderate-income housing will be used by the experienced Affordable Housing Administrator, in conformance with *N.J.A.C.5:80-26.16 (1)*.
  - a. An experienced Affordable Housing Administrator will be selected to administer the program. The experienced Affordable Housing Administrator has the responsibility to income qualify low- and moderate-income households; to place income eligible households in low- and moderate-income units upon initial occupancy; to provide for the initial occupancy of low- and moderate-income units which income qualified households; to continue to qualify households,

for re-occupancy of units as they become vacant during the period of affordability controls; to assist with outreach to 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*. The Township Administrator within the Township of Cherry Hill is the designated municipal housing liaison to act as liaison to the experienced Affordable Housing Administrator. The experienced Affordable Housing Administrator shall provide counseling services to low- and moderate-income applicants on subject such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law.

- b. All developers of low- and moderate-income housing units shall be required to assist in the marketing of the affordable units in their respective developments.
- c. The marketing program shall commence at least one hundred and twenty (120) days before the issuance of either temporary or permanent certificates of occupancy. The marketing program shall continue until all low-income housing units are initially occupied and for as long as affordable units are deed restricted and occupancy or re-occupancy of units continues to be necessary.
- d. The experienced Affordable Housing Administrator will comply with monitoring and reporting requirements, as per *N.J.A.C.5:80-26*.

**SECTION 1015. TENANT INCOME ELIGIBILITY.**

The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed thirty-five (35%) percent, which is forty (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 thirty-five (35%) percent, which is forty (40%) percent 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 thirty-five (35%) percent, which is forty (40%) percent for age-restricted units, of eligible monthly income for rent in the past and has proven its ability to pay;
- C. The household is currently in substandard or overcrowded living conditions;
- D. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
- E. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.

**SECTION 1016. SELECTION OF OCCUPANTS OF AFFORDABLE UNITS.**

- A. The Administrative Agent shall use a random selection process to select occupants of low- and moderate-income housing.
- B. A waiting list of all eligible candidates will be maintained, in accordance with the provisions contained in *N.J.A.C. 5:80-26 et seq.*

**SECTION 1017. ADMINISTRATION.**

- A. Cherry Hill Township is ultimately responsible for administering the Affordable Housing Program, including affordability controls and the Affirmative Marketing Plan in accordance with the regulations

of COAH pursuant to *N.J.A.C. 5:97 et seq.* and the Uniform Housing Affordable Controls (UHAC) pursuant to *N.J.A.C. 5:80-26 et seq.*

- B. Cherry Hill Township has delegated to the Municipal Housing Liaison this responsibility for administering the Affordable Housing Program, including administering and enforcing the affordability controls and the Affirmative Marketing Plan of Cherry Hill Township in accordance with the provisions of this sub-chapter, the regulations of COAH pursuant to *N.J.A.C. 5:96* and *5:97 et seq.* and the Uniform Housing Affordable Controls (UHAC) pursuant to *N.J.A.C. 5:80-26 et seq.* Cherry Hill Township shall by resolution appoint the Township Administrator as the Municipal Housing Liaison.
- C. Subject to COAH approval, Cherry Hill Township may contract with one or more administrative agents to administer some or all of the affordability controls and/or the Affirmative Marketing Plan in accordance with this Article, the regulations of COAH pursuant to *N.J.A.C. 5:97* and *5:96 et seq.* and the Uniform Housing Affordable Controls (UHAC) pursuant to *N.J.A.C. 5:80-26 et seq.* If Cherry Hill Township enters into such a contract, the Municipal Housing Liaison shall supervise the contracting Administrative Agent(s) and shall serve as liaison to the contracting Administrative Agent(s).
- D. The Township of Cherry Hill intends to contract with an experienced Affordable Housing Administrator to be the administrator of the sale and rental of all new affordable housing. The experienced Affordable Housing Administrator will also oversee and administer income qualification of low- and moderate-income households; place income eligible households in low- and moderate-income units upon initial occupancy; place income eligible households in low- and moderate-income units as they become available during the period of affordability controls and enforce the terms of the required deed restrictions and mortgage loans. The experienced Affordable Housing Administrator will specifically administer and implement:
1. An Administrative Plan and Program, and related monitoring and reporting requirements, as outlined in *N.J.A.C. 5:80-26.15 et seq.* and Article X of the Zoning Ordinances of the Township of Cherry Hill.
  2. A plan for certifying and verifying the income of low- and moderate-income households as per *N.J.A.C. 5:80-26.16*
  3. Procedures to assure that low- and moderate-income units are initially sold or rented to eligible households and are thereafter similarly re-sold and re-rented during the period while there are affordability controls, as per *N.J.A.C. 5:80-26 et seq.*
  4. The requirement that all newly constructed low- and moderate-income sales or rental units contain deed restrictions with appropriate mortgage liens, as set forth in Appendices in *N.J.A.C. 5:80-26 et seq.*
  5. The several sales/purchase options authorized under *N.J.A.C. 5:80-26 et seq.*, except that the Township retains the right to determine by resolution whether or not to prohibit, as authorized under *N.J.A.C. 5:80-26 et seq.*, the exercise of the repayment option.
  6. The regulations determining 1) whether installed capital improvements will authorize an increase in the maximum sales price; and 2) which items of property may be included in the sales price as per *N.J.A.C. 5:80-26.9*.
- E. The developers/owners of any inclusionary site shall be responsible for the experienced Affordable Housing Administrator's administrative fee, affirmative marketing and advertising and such shall be a condition of Planning or Zoning Board approval. Subsequent to the initial sale of an affordable sale unit, the seller of an affordable sale unit shall be responsible for the experienced Affordable Housing Administrator's administrative fee, affirmative marketing and advertising and such shall be a

condition of any affordable housing deed restriction governing the affordable unit.

- F. Cherry Hill Township reserves the right to replace the experienced Affordable Housing Administrator with another municipal authority, or other agency authorized by COAH or the Superior Court, to carry out the administrative processes outlined in this Ordinance.

**SECTION 1018. ENFORCEMENT.**

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of sixty (60) days after service of the written notice:
1. The municipality may file a court action pursuant to *N.J.S.A. 2A:58-11* alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
    - a. A fine of not more than \$1,000.00 or imprisonment for a period not to exceed ninety (90) days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
    - b. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Cherry Hill Township Affordable Housing Trust Fund of the gross amount of rent illegally collected;
    - c. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
  2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.
- C. Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- D. The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating

Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such 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.

- E. 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.
- F. 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.
- G. 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.
- H. 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.

**SECTION 1019. APPEALS**

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

**APPENDIX H**  
ARTICLE IX OF THE  
ZONING ORDINANCE

## ARTICLE IX FEES, GUARANTEES, INSPECTIONS & OFF-TRACT IMPROVEMENTS

### SECTION 901. APPLICATION & ESCROW FEES.

A. Fee & Escrow Schedule. Every application shall be accompanied by a check or checks payable to the Township of Cherry Hill in accordance with the following schedule:

APPLICATION TYPE	FILING FEE	REVIEW ESCROW
<b>VARIANCES</b>		
"A" Variance (Appeal)		
Residential	\$50.00	\$500.00
Non-Residential	\$100.00	\$500.00
"B" Variance (Interpretation): Certificate of Non-Conformity, Bldg Permit in Mapped Street		
Residential	\$50.00	\$500.00
Non-Residential	\$100.00	\$800.00
"C" Variance (Bulk)		
Residential	\$200.00	\$700.00
Non-Residential	\$500.00	\$1,000.00
"D" Variance (Use)		
Residential	\$300.00	\$700.00
Non-Residential	\$500.00	\$1,000.00
<b>SUBDIVISION PLANS</b>		
Minor Subdivision Plan	\$300.00 + (\$50.00/lot)	\$1,500.00/lot
Preliminary Major Subdivision Plan		
Up to 30 lots	\$500.00 (+ \$50.00/lot)	\$2,000 + (\$500.00/lot)
31 lots or more	\$500.00 (+ \$50.00/lot)	\$10,000 + (\$100.00/lot)
Final Major Subdivision Plan		
Up to 30 lots	\$500.00 (+ \$50.00/lot)	\$1,000 + (\$300.00/lot)
31 lots or more	\$500.00 (+ \$50.00/lot)	\$5,000 + (\$50.00/lot)
Preliminary & Final Major Subdivision Plan		
Up to 30 lots	\$800.00 (+ \$50.00/lot)	\$3,000 + (\$800.00/lot)
31 lots or more	\$800.00 (+ \$50.00/lot)	\$15,000 + (150.00/lot)
Amended Subdivision Plan	\$300.00	25% of preliminary escrow
<b>SITE PLANS</b>		
Site Plan Waiver	\$100.00	\$1,000.00
Minor Site Plan	\$500.00	\$5,000.00
Preliminary Site Plan		
Residential	\$500.00	\$4,000 + (\$50.00/unit)
Non-Residential	\$500.00	\$5,000 + (\$100.00/acre)
Final Site Plan		
Residential	\$500.00	\$4,000 + (\$50.00/unit)
Non-Residential	\$500.00	\$5,000 + (\$100.00/acre)
Preliminary & Final Site Plan		
Residential	\$1,000.00	\$4,000 + (\$100/unit)
Non-Residential	\$1,000.00	\$5,000 + (\$200.00/acre)
Amended Site Plan	\$300.00	25% of preliminary escrow
General Development Plan	\$1,000.00	\$10,000.00

**ARTICLE IX**

<b>MISCELLANEOUS</b>		
Concept Plan Workshop	\$100.00	\$1,000.00
Conditional Use	\$200.00	\$300.00
Field Modification	-	\$100.00
Grading Plan Checklist Review	-	\$100.00
Inspection Escrow	-	5% of cost estimate
Maintenance Inspection Escrow	-	\$500.00
Property Owners List	\$0.25/name or \$10.00, whichever is greater.	
Publication of Decision	\$45.00	-
Redevelopment Plan as requested by private party (subject to escrow agreement for all costs related to preparation & adoption of a Redevelopment Plan)	\$1,500.00	\$10,000.00
Request for a Relief of Condition of Approval	\$50.00	\$200.00
Request for an Extension of Approval	\$100.00	\$300.00
Rezoning Request	\$500.00	\$2,500.00
Street Vacation	\$500.00	\$2,500.00
Submission and/or Design Waiver	-	\$100.00
Zoning Verification Letter	-	\$50.00
<b>ADMINISTRATIVE AGENT SERVICES</b>		
Affirmative Marketing	-	\$50.00 per hour
Initial Application Processing	-	\$50.00 per hour
Application Lottery	-	\$100.00
Lottery Outreach	-	\$50.00 per hour
Income Certification	-	\$50.00 per case
<i>*Any and all municipal employee and/or consultant rates billed to the Township will be carried through to the developer and/or landlord</i>		
<i>**All direct expenses incurred by the Township, including but not limited to printing, overnight mailings, or photocopying, will be carried through to the developer and/or landlord, and shall be established at the rates designated by the Open Public Records Act</i>		
<i>***All Administrative Agent Services are subject to consent of the Township and require a contractual agreement between any relevant party</i>		
<b>PERMITS</b>		
Sign Permit Application	\$20.00	-
Sign Permit	\$2.00/square foot or \$50.00, whichever is greater.	
Sign Permit Renewal	\$20.00	-
Zoning Permit		
Residential	\$20.00	-
Non-Residential	\$50.00	-
Temporary Use Permit	\$50.00 per day of use	

B. Purpose of Fees. The application charge is a flat fee to cover direct administrative expenses and is non-refundable. The escrow account is established to cover the costs of professional services including engineering, legal, planning and other expenses connected with the review of the submitted materials. In accordance with *N.J.S.A. 40:55D-53* and *N.J.S.A. 40:55D-53.1*, sums not utilized in the review process shall be returned to the applicant upon written request. If additional sums are deemed necessary, the applicant shall be notified in writing of the required additional amount and shall add such sum to the escrow. Payment shall be due from the applicant within fifteen (15) days of receipt of notice. If payment is not received within fifteen (15) days, the applicant shall be

considered to be in default, and such default may be grounds for deeming the application incomplete.

- C. More Than One Request. Where one application for development includes several approval requests, the sum of the individual required fees for each approval request shall be paid.
- D. Costs of Review & Inspection. Each applicant submitting an application for review by the Planning or Zoning Board shall agree in writing to pay all reasonable costs for professional review of the application, including costs incurred with any informal review of a concept plan which may have preceded the submission of a preliminary application. Additionally, each applicant shall agree in writing to pay all reasonable costs for the municipal inspection of the constructed improvements. All such costs for review and inspection shall be paid upon request and prior to the issuance of any construction permits. All remaining costs must be paid in full upon request and before any certificate of occupancy is issued or bonds are released.
- E. Court Reporter. If an applicant desires a court reporter, the cost of said reporter for taking testimony and transcribing it and providing a copy of the transcript to the municipality shall be at the expense of the applicant who shall arrange for the reporter's attendance. The municipality provides for the recording of the proceedings held before the Board.
- F. Waiver of Fees for Affordable Housing. Notwithstanding any other provision of this ordinance, a waiver of all municipal subdivision and site plan escrow fees and building permit and certificate of occupancy fees shall be granted by the applicable Board for all housing units being provided by the applicant for low and moderate income families, in accordance with the Housing Element of the Master Plan.

#### **SECTION 902. AFFORDABLE HOUSING FEES & PROCEDURES.**

- A. Purpose.
  - 1. In *Holmdel Builder's Association V. Holmdel Township*, 121 NJ. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the *Fair Housing Act of 1985* (the Act), *N.J.S.A. 52:27d-301 et seq.*, and the State Constitution, subject to the Council on Affordable Housing's (COAH's) adoption of rules.
  - 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 is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the COAH or court of competent jurisdiction and have a Court-approved spending plan may retain fees collected from non-residential development.
  - 3. This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to COAH's regulations and in accordance *PL.2008, c.46, Sections 8 and 32-38*. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate- income housing consistent with COAH rules and regulations, statutes and ordinances. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at *N.J.A.C. 5:97-8*.
- B. Basic Requirements.
  - 1. This ordinance shall not be effective until approved by a Court pursuant to *N.J.A.C 5:96-5.1*.
  - 2. Unless otherwise ordered by the Court, Cherry Hill Township shall not spend development fees until a Court has approved a plan for spending such fees in conformance with *N.J.A.C. 5:97-8.10* and *N.J.A.C. 5:96-5.3*.
- C. Definitions. Unless specifically defined in §202, words or phrases used in this ordinance shall be

interpreted so as to give them the meaning they have in common usage and to give this ordinance its most reasonable application.

D. Residential Development Fees.

1. Imposed Fees.

- a. Within the residential zones of RA, RAPC, R1, R2, R3, R7, R10 and R20, residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of one and one-half (1.5%) percent of the equalized assessed value for residential development provided no increased density is permitted.
- b. When an increase in residential density pursuant to *N.J.S.A. 40:55D-70d(5)* (known as a 'd' variance) has been permitted, developers may be required to pay a development fee of one and one-half (1.5%) percent of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

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

2. Exactions. Eligible exactions, ineligible exactions and exemptions for residential development:

- a. Affordable housing developments and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.
- 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. Developers of residential structures demolished and replaced as a result of a natural disaster, shall be exempt from paying a development fee.

E. Non-Residential Development Fees.

1. Imposed Fees.

- a. Within all zones, non-residential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to two and one-half (2.5%) percent of the equalized assessed value of the land and improvements, for all new non-residential construction on an unimproved lot or lots.
- b. Non-residential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to two and one-half (2.5%) percent of the increase in equalized assessed value resulting from any additions to existing structures to be used for non-residential purposes.
- c. Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of two and a half (2.5%) percent shall be calculated on the difference between the equalized assessed value of the pre-existing land and improvement and the equalized assessed value of the newly improved structure (i.e. land and improvement) at the time final certificate of occupancy is issued. If the calculation required

under this section results in a negative number, the non-residential development fee shall be zero.

2. Exactions. Eligible exactions, ineligible exactions and exemptions for non-residential development:
  - a. The non-residential portion of a mixed-use inclusionary or market rate development shall be subject to the two and a half (2.5%) percent development fee, unless otherwise exempted below.
  - b. The two and a half (2.5%) percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
  - c. Non-residential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to *P.L.2008, c.46*, as specified in the Form N-RDF "*State of New Jersey Non-Residential Development Certification/Exemption*" or applicable form(s). Any exemption claimed by a developer shall be substantiated by that developer.
  - d. A developer of a non-residential development exempted from the nonresidential development fee pursuant to *P.L.2008, c.46* shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three (3) years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.
  - e. 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 forty-five (45) days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable by Cherry Hill Township as a lien against the real property of the owner.

F. Collection Procedures.

1. Upon the granting of a preliminary, final or other applicable approval for a development, the Planning or Zoning Board shall direct its staff to notify the construction official responsible for the issuance of a building 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 building permit shall notify the Department of Community Development and the Township Tax Assessor of the first building permit being issued for any development in order that a determination can be made as to whether it is eligible and that is subject to a development fee.
4. Within ninety (90) days of receipt of that notice, the Township Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
5. The Construction Official responsible for the issuance of a final certificate of occupancy (C.O.) will notify the Township Tax Assessor and the Department of Community Development of any and all requests for the scheduling of a final inspection on property that is subject to a development fee.
6. Within ten (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 of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee in writing.

7. Should the Township fail to determine or notify the developer of the amount of the development fee within ten (10) business days of the request for final inspection, the developer is still obligated to pay the fee. 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. In all instances, fifty (50%) percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
9. Appeal of Development Fees.
  - a. Residential. A developer may challenge residential development fees imposed by filing a challenge with the Camden County Board of Taxation. Pending a review and determination by such Board, collected fees shall be placed in an interest bearing escrow account by Cherry Hill Township. Appeals from a determination of this Board may be made to the tax court, in accordance with the provisions of the *State Tax Uniform Procedure Law, R.S.54:48-i et seq.*, within ninety (90) days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.
  - b. Non-Residential. 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 forty-five (45) days of receipt of the challenge, collected fees shall be placed in an interest bearing escrow account by Cherry Hill Township. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the *State Tax Uniform Procedure Law, R.S.54:48-l et seq.*, within ninety (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 Township chief financial officer (CFO) 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 affordable units;
  - b. developer contributed funds to make ten (10%) percent of the adaptable entrances in a townhouse or other multistory attached development accessible;
  - c. net rental income from municipally operated affordable housing 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 Cherry Hill Township's affordable housing program.
3. Within seven (7) days from the opening of the Affordable Housing Trust Fund, Cherry Hill Township shall provide COAH with written authorization, in the form of a third-party escrow agreement between the municipality, and COAH to permit COAH to direct the disbursement of

the funds as provided for in *N.J.A.C. 5:97-8.13(b)*.

4. All interest accrued in the Affordable Housing Trust Fund shall only be used on eligible affordable housing activities approved by COAH or the court having jurisdiction.

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 Cherry Hill Township's fair share obligation and may be set up as a grant or revolving loan program. Such activities include, but are not limited to: preservation or purchase of housing for the purpose of maintaining or implementing affordability controls, rehabilitation, new construction of affordable housing units and related costs, accessory apartment, market to affordable, or regional housing partnership programs, conversion of existing non-residential buildings to create new affordable units, green building strategies designed to be cost saving and in accordance with accepted national or state standards, purchase of land for affordable housing, improvement of land to be used for affordable housing, extensions or improvements of roads and infrastructure to affordable housing sites, financial assistance designed to increase affordability, administration necessary for implementation of the Housing Element and Fair Share Plan, or any other activity as permitted pursuant to *N.J.A.C. 5:97-8.7* through *8.9* and specified in the approved spending plan.
2. Funds shall not be expended to reimburse Cherry Hill Township for past housing activities.
3. At least thirty (30%) percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households in affordable units included in the Township Fair Share Plan. One-third of the affordability assistance portion of development fees collected shall be used to provide affordability assistance to those households earning thirty (30%) percent or less of median income by region.
  - 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.
  - b. Affordability assistance to households earning thirty (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 thirty (30%) percent or less of median income. The use of development fees in this manner shall entitle Cherry Hill Township to bonus credits pursuant to *N.J.A.C. 5:97-3.7*.
  - c. Payments in lieu of constructing affordable units on site and funds from the sale of units with extinguished controls shall be exempt from the affordability assistance requirement.
4. Cherry Hill Township may contract with a private or public entity to administer any part of its Housing Element and Fair Share Plan, including the requirement for affordability assistance, in accordance with *N.J.A.C. 5:96-18*.
5. No more than twenty (20%) percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than twenty (20%) percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with COAH's monitoring requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to the Council's regulations and/or action are not eligible uses of the affordable housing trust fund.

- I. Monitoring. Cherry Hill Township shall complete and return to COAH all monitoring forms included in monitoring requirements related to the collection of development fees from residential and non-residential developers, payments in lieu of constructing affordable units on site, funds from the sale of units with extinguished controls, barrier free escrow funds, rental income, repayments from affordable housing program loans, and any other funds collected in connection with Cherry Hill Township's housing program, as well as to the expenditure of revenues and implementation of the plan approved by the court. All monitoring reports shall be completed on forms designed by COAH.
- J. Ongoing Collection of Fees. The ability for Cherry Hill Township to impose, collect and expend development fees shall expire with its judgment of compliance unless Cherry Hill Township has filed an adopted Housing Element and Fair Share Plan with the Court, has petitioned for substantive certification, and has received Court's approval of its development fee ordinance. If Cherry Hill Township fails to renew its ability to impose and collect development fees prior to the expiration of judgment of compliance, it may be subject to forfeiture of any or all funds remaining within its municipal trust fund. Any funds so forfeited shall be deposited into the "New Jersey Affordable Housing Trust Fund" established pursuant to section 20 of P1.1985, c.222 (C.52:27D-320). Cherry Hill Township shall not impose a residential development fee on a development that receives preliminary or final site plan approval after the expiration of its substantive certification or judgment of compliance, nor shall Cherry Hill Township retroactively impose a development fee on such a development. Cherry Hill Township shall not expend development fees after the expiration of its substantive certification or judgment of compliance.

### **SECTION 903. GUARANTEES & INSPECTIONS.**

Before recording final subdivision plans, as a condition of final site plan approval, or as a condition of issuing a zoning permit pursuant to N.J.S.A. 40:55D-65d, the Administrative Official, for the purpose of assuring the installation and maintenance of on- and off-tract (pursuant to N.J.S.A. 40:55D-42) improvements, shall require and accept in accordance with the standards adopted by this Ordinance, the following:

- A. Performance Guarantee. The furnishing of a performance guarantee in favor of the Township of Cherry Hill in an amount not to exceed one hundred and twenty (120%) percent of the cost of installation, which cost shall be determined by the Township Engineer according to the method of calculation set forth in §904.B for improvements which the Board may deem necessary or appropriate, including streets, grading, pavement, gutters, curbs, sidewalks, street lighting, shade trees, surveyor's monuments, as shown on the final map and required by Map Filing Law (N.J.S.A. 46:23-9.9 et seq.), water mains, culverts, storm sewers, sanitary sewer or other means of sewage disposal, drainage structures, erosion control and sedimentation control devices, public improvements of open space and, in the case of site plans only, other on-site improvements and landscaping.
  1. The municipal engineer shall prepare an itemized cost estimate of the improvements covered by the performance guarantee, which itemized cost estimate shall be appended to each performance guarantee posted by the obligor.
- B. Maintenance Guarantee. Provision for a maintenance guarantee to be posted with the Township Council for a period not to exceed two (2) years after final acceptance of the improvement, in an amount not to exceed fifteen (15%) percent of the cost of the improvement, which cost shall be determined by the Township Engineer according to the method of calculation set forth in §904.B. In the event that other government agencies or public utilities automatically will own the utilities to be installed or the improvements are covered by a performance or maintenance guarantee to another government agency, no performance or maintenance guarantee, as the case may be, shall be required by the municipality for such utilities or improvements.

- C. The time allowed for installation of the improvements for which the performance guarantee has been provided may be extended by the Township Council by resolution. As a condition or as part of any such extension, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed 120% of the cost of the installation, which cost shall be determined by the Township Engineer according to the method of calculation set forth in §904.B as of the time of the passage of the resolution.
- D. If the required improvements are not completed or corrected in accordance with the performance guarantee, the obligor and surety, if any, shall be liable thereon to the Township for the reasonable cost of the improvements not completed or corrected, and the Township may either prior to or after the receipt of the proceeds thereof complete such improvements. Such completion or correction of improvements shall be subject to the public bidding requirements of the Local Public Contracts Law, P.L. 1971, c. 198 (N.J.S.A. 40A:11-1 et seq.).
- E. Upon substantial completion of all required street improvements (except for the top course) and appurtenant utility improvements, and the connection of same to the public system, the obligor may request of the governing body, in writing, by certified mail addressed in care of the Township Clerk, that the Township Engineer prepare, in accordance with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee, a list of all uncompleted or unsatisfactory completed improvements. If such a request is made, the obligor shall send a copy of the request to the Township Engineer. The request shall indicate which improvements have been completed and which improvements remain uncompleted in the judgment of the obligor. Thereupon the Township Engineer shall inspect all improvements covered by the obligor's request and shall file a detailed list and report, in writing, with the Township Council, and shall simultaneously send a copy thereof to the obligor not later than 45 days after receipt of the obligor's request.
- F. The list prepared by the Township Engineer shall state, in detail with respect to each improvement determined to be incomplete or unsatisfactory, the nature and extent of the incompleteness of each incomplete improvement or the nature and extent of, and remedy for, the unsatisfactory state of each completed improvement determined to be unsatisfactory. The report prepared by the Township Engineer shall identify each improvement determined to be complete and satisfactory together with a recommendation as to the amount of reduction to be made in the performance guarantee relating to the completed and satisfactory improvement, in accordance with the itemized cost estimate prepared by the Municipal Engineer and appended to the performance guarantee.
- G. The Township Council, by resolution, shall either approve the improvements determined to be complete and satisfactory by the Township Engineer, or reject any or all of these improvements upon the establishment in the resolution of cause for rejection, and shall approve and authorize the amount of reduction to be made in the performance guarantee relating to the improvements accepted, in accordance with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee. This resolution shall be adopted not later than 45 days after receipt of the list and report prepared by the Township Engineer. Upon adoption of the resolution by the Township Council, the obligor shall be released from all liability pursuant to its performance guarantee, with respect to those approved improvements, except for that portion adequately sufficient to secure completion or correction of the improvements not yet approved; provided that 30% of the amount of the performance guarantee posted may be retained to ensure completion and acceptability of all improvements.
- H. For the purpose of releasing the obligor from liability pursuant to its performance guarantee, the amount of the performance guarantee attributable to each approved improvement shall be reduced by the total amount for each such improvement, in accordance with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee, including any

contingency factor applied to the cost of installation. If the sum of the approved improvements would exceed 70% of the total amount of the performance guarantee, then the municipality may retain 30% of the amount of the total performance guarantee to ensure completion and acceptability of all improvements, as provided above.

- I. If the Township Engineer fails to send or provide the list and report as requested by the obligor within 45 days from receipt of the request, the obligor may apply to the court in a summary manner for an order compelling the Township Engineer to provide the list and report within a stated time, and the cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.
- J. If the governing body fails to approve or reject the improvements determined by the Municipal Engineer to be complete and satisfactory or reduce the performance guarantee for the complete and satisfactory improvements within 45 days from the receipt of the Township Engineer's list and report, the obligor may apply to the court in a summary manner for an order compelling, within a stated time, approval of the complete and satisfactory improvements and approval of a reduction in the performance guarantee for the approvable complete and satisfactory improvements in accordance with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee; and the cost of applying to the court, including reasonable attorney's fees, may be awarded to the prevailing party.
- K. In the event that the obligor has made a cash deposit with the Township or approving authority as part of the performance guarantee, then any partial reduction granted in the performance guarantee pursuant to this subsection shall be applied to the cash deposit in the same proportion as the original cash deposit bears to the full amount of the performance guarantee.
- L. If any portion of the required improvements is rejected, the Board may require the obligor to complete or correct such improvements, and, upon completion or correction, the same procedure of notification, as set forth in this section, shall be followed.
- M. Nothing herein shall be construed to limit the right of the obligor to contest by legal proceedings any determination of the Township Council or the Township Engineer.
- N. The obligor shall reimburse the Township for all reasonable inspection fees paid to the Township Engineer for the foregoing inspection of improvements; provided that the municipality may require of the developer a deposit for the inspection fees in an amount not to exceed, except for extraordinary circumstances, the greater of \$500 or 5% of the cost of improvements, which cost shall be determined pursuant to Section 15 of P.L. 1991, c. 256 (N.J.S.A. 40:55D-53.4). For those developments for which the inspection fees are less than \$10,000, fees may, at the option of the developer, be paid in two installments. The initial amount deposited by a developer shall be 50% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the Municipal Engineer for inspection, the developer shall deposit the remaining 50% of the inspection fees. For those developments for which the inspection fees are \$10,000 or greater, fees may, at the option of the developer, be paid in four installments. The initial amount deposited by a developer shall be 25% of the inspection fees. When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the Township Engineer for inspection, the developer shall make additional deposits of 25% of the inspection fees. The Township Engineer shall not perform any inspection if sufficient funds to pay for those inspections are not on deposit.
- O. In the event that final approval is by stages or sections of development pursuant to Subsection a of Section 29 of P.L. 1975, c. 291 (N.J.S.A. 40:55D-38), the provisions of this section shall be applied by stage or section.

- P. To the extent that any of the improvements have been dedicated to the Township on the subdivision plat or site plan, the municipal governing body shall be deemed, upon the release of any performance guarantee required hereunder, to accept dedication for public use of streets or roads and any other improvements made thereon according to site plans and subdivision plats approved by the Board, provided that such improvements have been inspected and have received final approval by the Township Engineer.

**SECTION 904. CERTIFICATION OR GUARANTEE REQUIRED; ESTIMATE OF GUARANTEE.**

- A. Improvements to be Installed. No final plan shall be approved unconditionally by the Planning or Zoning Board until the satisfactory completion and performance of all such required improvements have been certified to the Board by the Township Engineer, unless the owner shall have filed with the Township a performance guarantee sufficient in amount to cover the cost of all such improvements in uncompleted portions thereof as estimated by the Township Engineer, and assuring the installation of such uncompleted improvements on or before an agreed upon date.
- B. Determination of Performance Guarantee Estimate.
1. Preparation of Estimate. A performance guarantee estimate shall be prepared by the Township Engineer or the developer's engineer and approved by the Township Engineer, setting forth all requirements for improvements as fixed by the Board and their estimated cost. The estimated cost of the installation of improvements determined by the Township Engineer shall be based on documented construction costs for public improvements prevailing in the general area of the Township. The developer may appeal the Township engineer's estimate to the Camden County Board of Appeals.
  2. Improvements to be Guaranteed. Improvements shall be defined to include construction and installation costs of grading, pavement, clearing, surveyor's monuments, drainage structure, storm sewers, sanitary sewers and other means of sewage disposal, water mains, fire protection features, streets, gutters, curbs, culverts, sidewalks, street lighting, shade trees, parking areas, landscaping, street signs, sedimentation and erosion control devices, public improvements of open space and other on-tract improvements and other improvements to be publicly dedicated. Any improvements installed prior to the application for final approval that do not meet Township or *Residential Site Improvement Standards (N.J.A.C. 5:21-1 et seq.)* shall be included in the performance guarantee.
  3. Appeal of Determination. The developer may appeal the Township Engineer's estimate to Township Council. Township Council shall decide the appeal within forty-five (45) days of receipt of the appeal in writing by the Township Clerk. After the developer posts a guarantee with the Township based on the cost of the installation of improvements as determined by the Township Council, she or he may institute legal action within one year of the posting in order to preserve the right to a judicial determination as to the fairness and reasonableness of the amount of the guarantee.
- C. Determination of Maintenance Guarantee Estimate. The approved performance guarantee estimate shall fix the maintenance requirements of the utilities and improvements to be installed and completed by the developer. An approved surety company licensed in the State of New Jersey or cash bond meeting the requirements herein may be furnished to secure the maintenance guarantee, or the performance bond may be styled or amended to provide such security in reduced amount in keeping with the requirements.
- D. Performance & Maintenance Guarantee Approval.
1. The developer shall present two (2) copies of the performance and maintenance guarantees, in an amount equal to the total of the approved performance guarantee estimate, for approval as to form and execution by the Township Solicitor.

2. The Township Solicitor shall forward his or her approval of the form of the performance and maintenance guarantee for consideration for adoption by the governing body.

E. Bonding & Cash Requirements.

1. The performance guarantee shall be in the amount of the guarantee estimate as determined by the Municipal Engineer and a performance bond should be issued with the applicant as principal. The bond is to be provided by an acceptable surety company licensed in the State of New Jersey, an irrevocable letter of credit drawn on a banking or savings and loan institution located in and licensed in the State of New Jersey, or such other form of security as may be approved by the Township Solicitor, or cash, or a certified check shall be deposited with the Township of Cherry Hill by payment to the Township Treasurer.
2. The performance guarantee in favor of the Township shall be in an amount not to exceed one hundred and twenty (120%) percent of the cost of the installation and improvements. The Township Treasurer shall issue its receipt for such cash deposits and shall cause the same to be deposited in a bank named by the Township for this purpose to be retained as security for completion of all improvement requirements and to be returned to the developer on completion of all required work and expiration of the period of maintenance guarantee or, in the event of default on the part of the subdivider, to be used by the Township of Cherry Hill to pay the cost and expense of obtaining completion of all requirements. Every bond, whether cash or surety, shall contain a clause to the effect that the obligation shall remain in full force and effect until such time as certification is received from the Township Engineer that the principal has met and complied with all specifications and requirements for which said cash or surety bond has been posted.
3. The performance guarantee shall be provided prior to the issuance of Zoning Permit, as approved by the Administrative Officer and the Township Solicitor, per the standards for residential and non-residential development, as described below.
  - a. Residential Development. For residential development, ten (10%) percent of the amount of the approved performance guarantee estimates shall be deposited with the Township by the applicant in cash. The remaining ninety percent (90%) may be surety bond or other securities or guarantees approved by the Township Solicitor. In the event of default, the ten (10%) percent fund herein mentioned shall be first applied to the completion of the requirements and the surety shall thereafter be resorted to, if necessary, for the completion of the requirements. The surety may recite the foregoing provisions. The Township Engineer's determination that the principal has defaulted in her or his obligation shall be binding and conclusive upon the principal.
  - b. Non-residential Development. For non-residential development, one hundred percent (100%) of the performance guarantee estimates shall be deposited with the Township by the applicant as a surety bond or other securities or guarantees approved by the Township Solicitor.
4. Irrevocable letters of credit shall include, but not be limited to, the following provisions:
  - a. An unconditional payment obligation of the issuer running solely to the Township for an express initial period of time in the amount determined pursuant to *N.J.S.A. 40:55D-53*; and
  - b. Is for a period of time of at least two (2) years; and
  - c. Permits the Township to draw upon the letter of credit if the developer fails to furnish another letter of credit which complies with the provisions of this subsection thirty (30) days or more in advance of the expiration date of the letter of credit or such longer period in advance thereof as is stated in the letter of credit.

**ARTICLE IX**

- F. Municipal Improvements. Sanitary sewerage improvements to be connected to the Township sanitary sewer system or to be owned or maintained by the Township shall be approved by said Township, in accordance with the design and performance standards set forth this ordinance and the requirements of the Township Department of Engineering. Performance and maintenance guarantees in favor of the Township Department of Engineering shall be required to assure proper construction and installation of such sanitary sewerage improvements and facilities and shall be posted with the Department of Engineering. All releases of Performance Guarantees posted for said sanitary improvements shall be secured from the Department of Engineering in accordance with its regulations and statute.
- G. Public Utilities. No performance or maintenance guarantee shall be required for the installation of utilities when the improvements have been or will be installed by the utility company involved.

**SECTION 905. PRE-CONDITIONS TO COMMENCEMENT OF CONSTRUCTION.**

- A. Required Pre-Conditions. Except as otherwise provided in §905.B below, no construction of buildings, structures, site improvements (whether on-site or off-site) or other work shall be commenced on any site for which an approval is required pursuant to this Ordinance, until all of the following conditions are met:
  1. Approvals and Signatures. All required local, County and State approvals shall have been obtained, including both preliminary and final approval, if required, and all required signatures are obtained on the final plat and/or site plan, after review by the appropriate officials.
  2. Notification of Construction Start. The Township Engineer shall be notified by the developer not less than three (3) business days (excluding Saturdays and Sundays), in advance of the starting or re-starting of site clearing, construction or other work.
  3. Inspector to be Present. Except where prior permission has been granted by the Township Engineer, no construction or work shall be performed unless the Township Engineer's inspector is present to insure satisfactory progress and completion of the construction.
  4. Tax Map Update for Subdivisions. A fee will be required in conjunction with updating the tax maps, under *N.J.S.A. 40:55D-8*.

Tax Map Update for Subdivisions			
MINOR SUBDIVISION PLAN		MAJOR SUBDIVISION PLAN	
Calculate, Protract & Apply to Maps	\$100.00 / lot	Remove from Plat & Key Map	\$45.00 / lot
All Lines Removed (dimensions)		Calculate Entire Tract (survey) Protraction	
Address Change		Match Plate Number	
Reduction of Maps (half size)		Surrounding Plate Changes	
Photocopies & Letters		Key Map Changes	
<b>MISCELLANEOUS REVISIONS</b>		Detail on Existing plate (i.e. 400'-scale)	
Street Name Change	\$20.00 / street	Reduction of Maps (half size)	
Dimension Change	\$20.00 / change	Photocopies & Letters	
Key Map Change	\$20.00 fee		

- B. Required Pre-Conditions Under Preliminary Approval. In the event that a developer elects to perform initial site construction of improvements based on a preliminary approval granted by the Planning and/or Zoning Board, construction may be commenced only after a revised preliminary plan has been submitted and signed, incorporating all conditions of approval required as a result of the public hearing and the resolution granting said preliminary approval. The developer shall still comply with §905.A as preconditions prior to the commencement of work.

1. **Minor Subdivision.** In the case of a minor subdivision, in the event that the developer elects to complete all improvements without posting the performance guarantee required by §904; no construction shall be commenced until a revised plan is submitted and signed, incorporating all conditions of approval as above. The developer shall still post the inspection escrow and notify the Township Engineer prior to commencement of work. Whether or not an inspection escrow is required, all site improvements under this subsection must be completed prior to the issuance of a Certificate of Occupancy, or within one hundred and twenty (120) days of a temporary Certificate of Occupancy if the performance guarantee covering the balance of the uncompleted improvements has been posted.
  2. **Relationship to UCC.** The enforcement provisions of §1101 shall be in addition to any other requirements of the Uniform Construction Code (UCC), as it may be amended or superseded, and the regulations promulgated pursuant thereto, governing construction permits. Nothing in this Ordinance shall relieve the developer or the contractors performing the work and construction from complying with all of the Uniform Construction Code requirements as enforced by the Township Construction Official.
- C. **Stop Construction Orders.** In the event that construction, including clearing, on any lands, buildings, structures, site improvements (whether on-site or off-site) or other work by any owner or developer of any site for which approval is required pursuant to this Ordinance, is commenced or continued contrary to the provisions of the Municipal Land Use Law, this Ordinance, or the conditions of any approval granted by any official, Board, or other entity pursuant to this Ordinance, or in violation of any denial of approval by said Official, Board, Mayor or his/her designees (including the Municipal Engineer and the Director of Community Development) may issue a written, dated stop construction order that shall require that construction shall immediately cease and shall further include the conditions upon construction may be resumed. The order shall be served on the owner or developer of the site, or the holder of the approval, in person or by certified mail, return receipt requested. If the owner, developer, or holder of the approval is not known or cannot be located, the notice may be served on the person in charge of, or apparently in charge of, the construction. No construction or work shall continue after service of a stop construction order, and construction shall not be resumed without written, dated permission of the Administrative or Construction Official (or her or his designee) removing or lifting the stop construction order.
- D. **Staging & Completion of Improvements Installation.**
1. **Staging Schedule.** In the case of major subdivisions, at the same time of granting final subdivision approval, the applicant shall submit a construction schedule to the Township Engineering Department for approval, establishing the scheduling and timing of installation of all improvements covered by the performance guarantee. The approved schedule shall be required for the protection of the interest of the public and of the residents, occupants and owners of the proposed development in the total completion of the project. The schedule shall be included in the resolution granting final approval and completion of the improvements in accordance with the schedule shall be a condition of approval.
  2. **Completion of Improvements.** Unless otherwise approved by the Planning or Zoning Board, based on the size of the development, specific site conditions, or improvements proposed, said schedule shall provide for all improvements to be completed within two (2) year period. The schedule shall be based on the performance guarantee estimate, as prepared by the Township Engineer at the time of final approval, in relation to the proposed number of construction permits for the project, and shall require at a minimum that prior to the time that seventy-five (75%) percent of the construction permits are issued for the project, seventy-five (75%) percent of the improvements as set forth in the performance guarantee estimated shall be installed, inspected, and the

performance guarantee reduced in that amount by the governing body.

3. **Completion of Improvements by Plan Section.** In the event that final approval is granted by sections, then the provisions of subsection §905.F, hereinabove, shall apply by sections. Prior to the granting of final approval for a subsequent section of the project, the Planning Board may require:
    - a. A report from the Township Engineer certifying that the developer is in compliance with the schedule previously adopted for a prior section; and
    - b. In the event that all of the certificates of occupancy have been issued for a prior section that all improvements have been completed for that section.
  4. **Failure to Meet Schedule.** At any time that the developer is not in compliance with the schedule required pursuant to this subsection, the governing body, at the request of the Planning Board, or upon its own motion based on information submitted by the Township Engineer, may order that the issuance of any further construction permits be suspended until certain, specified improvements are completed and certified by the Township Engineer as complete. The suspension of permits may be pursued independently or in conjunction with a formal declaration of default and action against the developer's performance guarantee for projects that received final approval prior to the effective date of this Ordinance, but are still under construction at the time of adoption hereof, the provisions of this subparagraph shall apply and construction permits may be withheld and/or default declared if the Township Engineer reports that the developer has received final approval in new sections and the improvements have not been completed in prior sections in which certificates of occupancy have been issued.
  5. **Conveyance of Public Easements and Open Space.** Prior to the approval by the governing body of the final reduction and release of the performance guarantee, all easements and open space shall be conveyed to the Township, or such other guarantee, as specified on the final plan, by deed containing a metes and bounds legal description.
  6. **Extension of Time of Installation of Improvements.** The time allowed for installation of the improvements for which a performance guarantee has been provided, may be extended by the governing body by resolution only upon written request of the developer. As a condition or part of any such extension, the amount of any performance guarantee shall be increased or reduced, as the case may be, to an amount not to exceed one hundred and twenty percent (120%) of the cost of the remaining construction and improvements to be installed as determined as of the time of the passage of the resolution.
- E. **As-Built Plans.** After completion of construction of the improvements covered by the performance guarantee, and prior to final acceptance by the Township of any improvements, the developer shall have the approved, final development plans and profiles to be updated to show "as-built" conditions. An as-built plan shall be submitted that indicates the constructed conditions and/or location of:
1. Final grading;
  2. Roads;
  3. Curbing
  4. Sidewalks, bicycle, or other pedestrian path;
  5. Utilities;
  6. Building location;
  7. Driveways and parking lots;
  8. Stormwater management facilities, including as-built topographic contours & volume calculations;
  9. Walls and fences; and
  10. Other structures deemed pertinent by the Township Engineer.

One electronic set and three (3) sets of record prints shall be furnished; two (2) to the Administrative Officer and one (1) to the Township Engineer. "As-built" plans shall be signed and sealed by a Professional Engineer or Land Surveyor, as the case may be, of the State of New Jersey.

F. Default by Developer of the Installation of Public Improvements.

1. If the required improvements are not completed or in accordance with the performance guarantee, the obligor and surety, if any, under the performance guarantee shall be liable thereon to the Township for the cost of the improvements not completed or corrected. The Township may either prior to or after receipt of the proceeds thereof, complete the improvements. For purposes of this subsection, "default" shall mean failure to install the improvements in accordance with Township standards of construction, including but not limited to, failure to install the improvements:
  - c. Prior to the expiration of the performance guarantee;
  - d. within the time schedule established pursuant to §905.D;
  - e. in accordance with the terms and conditions of the Resolution granting approval; and/or
  - f. in accordance with any applicable provision of N.J.S.A. 40:55D-53.
2. Basis for Action. The Township Engineer's certification that the developer has defaulted in compliance with the required standard of construction and installation of improvements shall be the basis for governing body action which rejects the improvement, withholds approval, withholds construction permits, or formally declares default and authorizes Township collection on the performance guarantee.

G. Acceptance of Improvements. The approval of any plan under this Ordinance or the reduction of any performance guarantee by the approving authority shall in no way be construed as acceptance of any street, drainage systems, or other improvements required by this Ordinance, nor shall such plan or performance guarantee reduction obligate the Township in any way to maintain or exercise jurisdiction over such street, drainage system, or other improvements. Acceptance of any street, drainage system or the improvements shall be implemented only by favorable action of the governing body in accordance with the provisions set forth in N.J.S.A. 40:55D-53. No improvements shall be accepted by the governing body unless and until the following conditions have been met:

1. The Township Engineer shall have certified in writing to the governing body that all of the improvements are complete and that the improvements are complete and that the improvements fully comply with the requirements of this Ordinance and any approval granted pursuant thereto.
2. A maintenance guarantee has been posted and approved in accordance with §904.D.
3. As-built plans have been submitted in accordance with §905.E.

H. Acceptance of Publicly Dedicated Streets. A publicly dedicated street shall be deemed accepted by the municipality when Township Council grants full release of the performance guarantee and acceptance of the maintenance guarantee, and adopts the appropriate ordinance.

I. Acceptance of Street Lighting on Publicly Dedicated Streets. The Township shall accept responsibility for the costs of street lighting on publicly dedicated streets within thirty (30) days upon written notice when the following conditions have been fulfilled by the developer:

1. The street lights have been connected to a public utility;
2. The street lights have been installed and accepted for service by the public utility; and
3. Certificates of occupancy have been issued for at least fifty (50%) percent of the dwelling units and fifty (50%) percent of the floor area of the non-residential uses by section or phase of development.

Compliance by the Township with the provisions of this subsection shall not be deemed to constitute

acceptance of the street by the Township.

- J. Penalties. In addition to the penalties for violation of this Ordinance as set forth in §1103 of this Ordinance, the Township Engineer is specifically authorized to require the replacement and reconstruction of any construction, including clearing, of any land, buildings, structures, site improvements (whether on-site or off-site) or other work commenced or continued on any site for which an approval is required pursuant to this Ordinance in violation of any stop construction order pursuant to §905.C; the conditions as set forth in §905.A; or the standards for construction as established by the Township.

#### **SECTION 906. OFF-TRACT IMPROVEMENTS RECAPTURE.**

- A. When Required. Whenever an application for development requires the construction of off-tract improvements that are clearly, directly, and substantially related to or necessitated by the proposed development, the Planning Board or Zoning Board of Adjustment, as the case may be, shall provide as a condition of final site plan or subdivision approval, that the applicant shall pay the *pro rata* share of such off-tract improvements. Off-tract improvements shall include water, sanitary sewer, drainage and street improvements, including such easements as are necessary; or as may otherwise be permitted by law. The applicant shall either install the off-tract improvements or pay the *pro rata* cost to the Township, at the sole discretion of the municipality.
- B. Determination of Cost. When off-tract improvements are required, the Township Engineer shall calculate the cost of such improvements, in accordance with the procedures for determining performance guarantee amounts in §904. Such costs may include, but not be limited to, any or all costs of: planning, surveying, permit acquisition, design, specification, property and easement acquisition, bidding, construction, construction management, inspection, legal, and other common and necessary costs for the construction of improvements. The Township Engineer shall also determine the percentage of off-tract improvements that are attributable to the applicant's development proposal and shall expeditiously report her or his findings to the approving authority and the applicant.
- C. Improvements Required Solely for Applicant's Development. Where the need for an off-tract improvement is necessitated by the proposed development and no other property owners receive a special benefit thereby, where no planned capital improvement by a governmental entity is contemplated, or the improvement is required to meet the minimum standard of the approving authority, the applicant shall be solely responsible for the cost and installation of the required off-tract improvements.
- D. Improvements Required for Applicant's Development and Benefiting Others. Where the off-tract improvement would provide capacity in infrastructure in excess of the requirements in subsection -C, above, the applicant shall be eligible for partial reimbursement of costs for providing such excess. The calculation of excess shall be based on an appropriate and recognized standard for the off-tract improvement being constructed, including, but not limited to, gallonage, cubic feet per second, and number of vehicles. Nothing herein shall be construed to prevent a different standard from being agreed to by the applicant and the Township Engineer. The process, procedures, and calculation used in the determination of off-tract costs shall be memorialized in a municipal developer's agreement to be reviewed and approved by the Township Solicitor who may request advice and assistance from the Planning Board Solicitor.

Future developers benefiting from the excess capacity provided by the initial developer shall be assessed their *pro rata* share of off-tract improvement cost based on the same calculation used in the initial calculation. Such future developers shall pay their assessment plus a two percent (2%) administration fee to the Township, not to exceed two-thousand (\$2,000.00) dollars, at the time of the signing of the final site and/or subdivision plan as a condition precedent to such signing. The

Township shall forward the assessment payment to the initial developer within ninety (90) days of such payment.

- E. Performance & Maintenance Guarantee. The applicant shall be required to provide, as a condition of final approval, a performance guarantee for the off-tract improvements in accordance with *N.J.S.A. 40:55D-53* and §904, hereinabove. After the performance guarantee release, a maintenance guarantee must be issued.
- F. Certification of Costs. Once the required off-tract improvements are installed and the performance bond released, the developer shall provide a certification to the Township Engineer of the actual costs of the installation. The Township Engineer shall review the certification of costs and shall either accept them, reject them, or conditionally accept them. In the review of costs, the Township Engineer shall have the right to receive copies of invoices from the developer sufficient to substantiate the certification. Failure of the developer to provide such invoices within forty-five (45) days of the Township Engineer's request shall constitute forfeiture of the right of future reimbursement for improvements that benefit others.
- G. Time Limit for Reimbursement. Notwithstanding any other provision to the contrary, no reimbursement for the construction of off-tract improvements providing excess capacity shall be made after ten (10) years has elapsed from the date of the acceptance of the certification of costs by the Township Engineer.

APPENDIX I  
SPENDING PLAN



**State of New Jersey**  
**COUNCIL ON AFFORDABLE HOUSING**

101 SOUTH BROAD STREET  
PO BOX 813  
TRENTON, NJ 08625-0813

(609) 292-3000  
(609) 633-6056 (FAX)

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

**RICHARD E CONSTABLE, III**  
*Commissioner*

**SEAN THOMPSON**  
*Acting Executive Director*

January 9, 2014

The Honorable Charles M. Cahn  
Mayor  
Cherry Hill Township  
820 Mercer St  
Cherry Hill, NJ 08002

Dear Mayor Cahn:

Enclosed please find a copy of a COAH resolution approving *Cherry Hill Township's* Spending Plan.

If you have any questions, please call Alice D'Arcy, COAH Planner, at (609) 292-4338.

Sincerely,

Sean Thompson  
Acting Executive Director

cc: Attached Service List  
Joanne Wiggins, COAH supervisor  
Alice D'Arcy, COAH planner  
Gina Fischetti, Chief Counsel  
Richard Constable, Commissioner



The Honorable Charles M. Cahn  
Mayor  
Township of Cherry Hill  
820 Mercer St  
Cherry Hill, New Jersey 08002-2638

Robert N. Wright, Esq.  
Township of Cherry Hill  
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Cherry Hill, New Jersey 08002-2638

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Partner  
Jeffrey R. Surenian & Associates, LLC  
Brielle Galleria, Ste 301  
707 Union Ave  
Brielle, New Jersey 08730

Nancy L. Saffos  
Municipal Clerk  
Township of Cherry Hill  
820 Mercer St  
Cherry Hill, New Jersey 08002-2638

Lenore Rosner  
Municipal Administrator  
Township of Cherry Hill  
820 Mercer St  
Cherry Hill, New Jersey 08002-2638

Steve Musilli  
Engineer  
Township of Cherry Hill  
820 Mercer St  
Cherry Hill, New Jersey 08002-2638

Philip B. Caton, PP, AICP  
Clarke Caton Hintz  
Station Place  
100 Barrack St  
Trenton, New Jersey 08608

Melissa Field  
Director of Housing Development  
Allies, Inc.  
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Bldg A, Ste 101  
Hamilton, New Jersey 08690

Karl Hartkopf, PP, AICP  
Director of Planning  
State of New Jersey Office for Planning Advocacy  
Smart Growth / State Planning  
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Trenton, New Jersey 08625-0204

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Bergen County's United Way  
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Fair Share Housing Center  
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Cherry Hill, New Jersey 08002

Camden County Planning Board  
County Highway Complex  
2311 Egg Harbor Rd  
Lindenwold, New Jersey 08021

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Sr Associate  
Jeffrey R. Surenian & Associates, LLC  
Brielle Galleria  
707 Union Ave, Ste 301  
Brielle, New Jersey 08730

The Honorable Robert G. Millenky\*, P.J. Civ.  
Superior Court of New Jersey  
Camden County Hall of Justice  
101 S 5th St, Ste 530  
Camden, New Jersey 06103-4001

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Parker McCay PA  
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PO Box 5054  
Mount Laurel, New Jersey 08054

Allen S. Zeller\*, Esq.  
Zeller & Wieliczko, LLP  
120 Haddontowne Court  
Cherry Hill, New Jersey 08034

**RESOLUTION APPROVING SPENDING PLAN  
CHERRY HILL TOWNSHIP / CAMDEN COUNTY**

WHEREAS, Cherry Hill, Camden County (“Cherry Hill” or “the Township”), has established an affordable housing trust fund as permitted pursuant to N.J.A.C. 5:97-8.1(c) and in accordance with N.J.A.C. 5:97-8.2; and

WHEREAS, pursuant to N.J.S.A. 52:27D-329.2a, Cherry Hill may not expend or commit to expend any affordable housing development fees, including statewide non-residential fees collected and deposited into the municipal affordable housing trust fund, without first obtaining the Council on Affordable Housing’s (COAH) approval of the expenditure; and

WHEREAS, N.J.A.C. 5:97-8.1(d) and N.J.A.C. 5:96-5.3 require that the Township obtain COAH’s approval of a spending plan prior to the expenditure of affordable housing trust funds; and

WHEREAS, Cherry Hill submitted a proposed third round spending plan for review and approval by COAH along with a governing body resolution dated June 15, 2012, seeking approval of the proposed spending plan; and

WHEREAS, subsequently, in consultation with staff, the revised spending plan was updated and revised to reflect actual revenue collections and spending formulas and was resubmitted to COAH on July 19, 2012 (attached as Exhibit A); and

WHEREAS, the Township’s affordable housing trust fund monitoring information has been reconciled through December 31, 2011; and

WHEREAS, the submitted spending plan is based on the existing balance at that time (\$2,040,669.35) plus projected revenues, including interest, through 2018 (\$3,382,716), for a total of \$5,423,385.55 available to fund affordable housing initiatives and administration; and

WHEREAS, Cherry Hill’s spending plan proposes affordable housing expenditures as follows: \$2,129,906.55 for rehabilitation; \$1,354,973.10 for Market to Affordable (MTA) Programs, which include the following Township administered programs: the Buy Down Program (\$622,937.10), the “Conversion of Least Cost Housing” Program (\$607,036), and the ARHAT Rental Unit Acquisition Program (\$125,000); \$1,166,667 for the municipally sponsored 100% affordable development called FSHD Affordable Housing; \$1,166,667 for affordability assistance; and \$0.00 for administration; and

WHEREAS, at least 30 percent of all development fees collected and interest earned shall be used to provide affordability assistance to low- and moderate-income households and/or subsidize the creation of very low income affordable units included in Cherry Hill's Fair Share Plan, one-third of which shall be used to provide affordability assistance to very low-income households; and

WHEREAS, Cherry Hill proposes to expend its affordability assistance funds on the following projects and programs: conversion of low-income units to very low-income units in the Buy Down Program, the "Conversion of Least Cost Housing" Program and the FSHD 100% Affordable Development; and

WHEREAS, the Township's actual affordable assistance minimum will be calculated on an ongoing basis, based on actual revenues; and

WHEREAS, no more than 20 percent of affordable housing trust fund revenues may be used for related administrative costs; and

WHEREAS, the Township's administrative expenses are limited to 20 percent of what is actually collected; and

WHEREAS, Cherry Hill has an existing separate interest bearing housing trust fund and an executed three-party escrow agreement for the purpose of depositing development fees collected in accordance with the Township's development fee ordinance and other sources of funding, which shall at all times be identifiable by source and amount; and

WHEREAS, COAH staff has reviewed Cherry Hill's proposed spending plan and has determined that it meets the requirements of N.J.A.C. 5:97-8.10; and

WHEREAS, COAH staff has further determined that the affordable housing trust fund expenditures proposed in Cherry Hill's spending plan are eligible activities pursuant to N.J.A.C. 5:97-8.7, 8.8, and 8.9; and

WHEREAS, COAH staff recommends that Cherry Hill's spending plan be approved, as noted in COAH's report dated January 8, 2014 (attached as Exhibit B).

NOW THEREFORE BE IT RESOLVED that COAH hereby approves Cherry Hill's spending plan; and

BE IT FURTHER RESOLVED that COAH's approval of this spending plan will enable Cherry Hill to begin expending affordable housing trust funds for the projects and programs listed above; however, COAH's approval does not authorize the expenditure of trust funds that were not committed within four years of the collection of said funds; and

BE IT FURTHER RESOLVED that any expenditure by a municipality of funds not committed within four years of their collection will require the municipality to reimburse its trust fund of such expenditures; and

BE IT FURTHER RESOLVED that this spending plan approval shall not be deemed a commitment to expend within four years from the date of collection as required under N.J.S.A. 52:27D-329.2(d) and N.J.S.A. 52:27D-329.3(b); and

BE IT FURTHER RESOLVED that the expenditure of funds must be consistent with the approved spending plan, and in case of non-conformance with COAH's rules, COAH may direct the manner in which the housing trust fund shall be expended; and

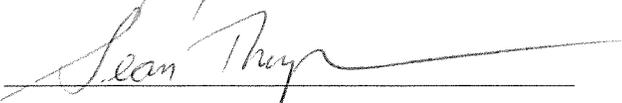
BE IT FURTHER RESOLVED that all interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by COAH; and

BE IT FURTHER RESOLVED that Cherry Hill shall submit monitoring pursuant to N.J.A.C. 5:96-11; and

BE IT FURTHER RESOLVED that pursuant to N.J.A.C. 5:97-8.14, Cherry Hill's ability to impose, collect and/or expend fees and maintain an affordable housing trust fund shall expire with the expiration of its substantive certification or judgment of compliance unless the Township has petitioned COAH for substantive certification and has received COAH's approval of its development fee ordinance.

Date:

1/8/14



Sean Thompson, Acting Executive Director  
Council on Affordable Housing

# **Exhibit A**



## INTRODUCTION

*Cherry Hill Township, Camden County* has prepared a Housing Element and Fair Share plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:97-1 et seq. and N.J.A.C. 5:96-1 et seq.) and various Court Orders. A development fee ordinance creating a dedicated revenue source for affordable housing was approved by Judge Theodore Z. Davis, JSC on *December 18, 2002* and adopted by the municipality on *January 27, 2003 [Ordinance 2003-1]*, revised *December 8, 2008 [Ordinance 2008-21]* and subsequently revised *August 9, 2010 [Ordinance 2010-18]*. The ordinance establishes the Cherry Hill Township affordable housing trust fund for which this spending plan is prepared.

On July 17, 2008, Governor Corzine signed an amendment to New Jersey's Fair Housing Act into law. Among other things, it required municipalities to commit for the expenditure of all development fees within four (4) years of collection or risk forfeiture of those funds to New Jersey's Affordable Housing Trust Fund:

The council shall establish a time by which all development fees collected within a calendar year shall be expended; provided, however, **that all fees shall be committed for expenditure within four years from the date of collection. A municipality that fails to commit to expend the balance required in the development fee trust fund by the time set forth in this section shall be required by the council to transfer the remaining unspent balance at the end of the four year period to the "New Jersey Affordable Housing Trust Fund,"** established pursuant to section 20 of P.L.1985, c.222 (C.52:27D-320), as amended by P.L.2008, c.46 (C.52:27D-329.1 et al.), to be used in the housing region of the transferring municipality for the authorized purposes of that fund. N.J.S.A. 52:27D-329.2(d).

As of December 31, 2011, *Cherry Hill Township* has reported income in the amount of \$2,715,050.95 and expended \$674,381.60, as reflected in the CTM reporting system. As of December 31, 2011, there was \$2,040,669.35 in the trust fund. Cherry Hill has committed to spend much more than the money it had collected as of July 17, 2008 through the following programs:

1. a rehabilitation program, consistent with COAH's rules, at a cost of \$2,129,906.55;
2. a market to affordable program, which is divided into the following Township administered programs: the conversion of at least 37 "least cost" market rate housing units to affordable units at an estimated cost of \$607,035.62, expanding the Affordable Rental Housing At Tavistock (ARHAT) Rental Unit Acquisition Program to capture an additional five dwelling units at an estimated cost of \$125,000, and at least 24 (up to 40 if

revenues exceed current projections) dwelling units through a "Buy Down" program at a cost of \$622,937.10; and

3. \$1,166,666.67 in subsidies to Fair Share Housing Development, Inc. (FSHD) so that they may construct 54 units of housing for very low, low and moderate income households.

In terms of the proofs regarding the commitment of money within the trust fund, Cherry Hill has demonstrated its commitment to implement its rehabilitation program by developing an administrative manual that its Department of Community Development will utilize to: market the program; income qualify applicants; determine eligible work activities within dwellings; request bids from contractors; selecting contractors; inspect the work and pay the contractors. (see attachment), and has entered into a five (5) year agreement with Camden County for the administration of the rehab component of the plan.

Similar to the rehabilitation program, the Department of Community Development has prepared a manual to administer its program designed to convert least cost housing units into housing affordable to low and moderate income households. (see attachment) As to the least cost to affordable program, the Township also reserves the right to contract with the County of Camden to assume some or all of the responsibilities to implement this program.

The 54 units that will be constructed by FSHD is the first priority for the Township's trust fund. Cherry Hill will provide \$1,166,667 that will be used to purchase land on the former Garden State Race Track site. The land that is purchased will be merged with adjacent lands that the Township has rights to and will be conveyed to FSHD. The 54 affordable units will be incorporated into the overall development at Garden State Park. The remaining contribution will be used to help underwrite FSHD's predevelopment expenses and construction costs. This commitment will be memorialized in a developer's agreement to be provided.

Cherry Hill's 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 in **Beneficial Bank** for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

### *1. Revenues For Certification Period*

To calculate a projection of revenue anticipated during the period of third round substantive certification, *Cherry Hill Township* 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. Payment-in-Lieu (PIL). Actual, committed, and projected payments in lieu (PIL) of construction from developers as follows:

- A. Garden State Park by Turnberry Associates as specified by the Court Order by Judge M. Allan Vogelsson, JSC dated March 3, 2004 in the amount of \$1,000,000.00 for 40 units in a *"buy-down-write down" program*.
- B. Future development and redevelopment that is likely to occur will generate \$900,000.00 in payments in lieu of construction.

**Projected Revenues-Housing Trust Fund - 2012 Through 2018**

SOURCE OF FUNDS	2012	2013	2014	2015	2016	2017	2018	Total
	Est.							
A. Development Fees								\$ -
1. Approved Development	\$0	\$0	\$25,000					\$ 25,000.00
2. Development Pending Approval								\$ -
3. Projected Development	\$50,000	\$75,000	\$125,000	\$230,000	\$300,000	\$310,000	\$310,000	\$ 1,400,000.00
B. Payments in Lieu of Construction	\$50,000	\$155,000	\$220,000	\$275,000	\$335,000	\$380,000	\$465,716	\$ 1,880,716.00
C. Other Funds (specify source)								\$ -
D. Interest	\$20,000	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$9,500	\$ 77,000.00
<b>TOTAL</b>	<b>\$ 120,000.00</b>	<b>\$ 239,500.00</b>	<b>\$ 379,500.00</b>	<b>\$ 514,500.00</b>	<b>\$ 644,500.00</b>	<b>\$ 699,500.00</b>	<b>\$ 785,216.00</b>	<b>\$ 3,382,716.00</b>

The Permit Extension Act prohibits the collection of non-residential Housing Trust Fund Fees until July 13, 2013.

*Cherry Hill Township* projects a total of \$3,382,716.00 in revenue to be collected between January 1, 2012 and December 31, 2018 from development fees and payments in lieu of construction. All interest earned on the account shall accrue to the account to be used only for the purposes of affordable housing.

- C. 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, any necessary municipal contribution, and proceeds from the sale of affordable units. The Township passed a resolution of intent to bond at the Council Meeting on July 9, 2012 stating that the township will make up any shortfall in anticipated revenues from other municipal funds.

Additional funds to address affordable housing needs are from the U.S. Department of HUD Community Development Block Grant (CDBG) Program in the amount of \$100,000.00 per year for the Single Family Housing Rehabilitation Program and HOME Program funds (to assist in the purchase of five (5) units for rental occupancy to be owned by ARHAT (an existing non-profit public partnership which owns affordable rental units in the Township) in the amount in the amount of \$100,000.00 each, totaling \$1,500,000 for the Spending Plan period of 2009-2018).

- D. Projected Interest. Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate.

## 2. *Administrative Mechanism to Collect & Distribute Funds*

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by *Cherry Hill Township*:

- A. Collection of Development Fee Revenues. Upon application of a Zoning Approval for construction, the Administrative Officer or designee shall determine if the development approval is subject to a development fee. The Planning Board Secretary and Zoning Board Secretary shall notify the Zoning Officer whenever preliminary, final, or other applicable approval is granted for a development that is subject to a development fee.

If the development approval is subject to a development fee, the Administrative Officer or his designee will notify the township tax assessor to calculate the approximate value of the project and set the fee based on:

1. The equalized assessed value for residential fees.
2. The equalized assessed value for non-residential fees.

The developer will pay up to 50 percent of the estimated development fee to the Department of Community Development at the time the building permit is issued. The funds are then forwarded to the Tax Collector and deposited in the affordable housing trust fund.

The balance of the development fee will be paid by the developer to the Department of Community Development at the issuance of the certificate of occupancy. The funds are then forwarded to the Tax Collector and deposited in the affordable housing trust fund.

- B. Distribution of Development Fee Revenues. The Mayor shall appoint the appropriate Township official, such as the CFO, to administer the distribution of the development fee in manner consistent with this Spending Plan.

The release of funds requires the adoption of the governing body resolution in accordance with the COAH-approved spending plan. Once a request is approved by resolution, the Township Controller releases the requested revenue from the trust fund for the specific use approved in the governing body's resolution.

## 3. *Anticipated Use of Affordable Housing Funds*

- A. Rehabilitation & New Construction Programs & Projects (N.J.A.C. 5:97-8.7). *Cherry Hill Township* will dedicate \$4,651,546.65 to rehabilitation or new construction programs (see detailed descriptions in Fair Share Plan) as follows:
- Rehabilitation Program: \$2,129,906.55. (If revenues exceed current projections, the Township will increase the number of units under the Rehabilitation Program, up to or exceeding \$3,425,000.00) The Housing Rehabilitation Program performs major repairs to single family dwellings that do not meet the New Jersey Uniform Construction Code. A property is classified as eligible to receive Housing Rehabilitation Program funds if at least one (1) major system of the property has failed or is in imminent danger of failure. For the purposes of the Housing Rehabilitation Program major systems are defined as: heating system, water system, sewer system, electrical service, roof, and structural defects. This Program must expend a minimum of \$10,000 but not exceed \$35,000 for the necessary repairs to make the dwelling comply with the HQS requirements. Cosmetic repairs are INELIGIBLE, unless they are the direct result of the failure of one of the major systems.
  - Market to Affordable (MTA) Programs (\$1,354,973.10)
    - "Buy Down" Program: \$622,937.10. Cherry Hill Township will provide at least 24 (up to 40 if revenues exceed current projections) dwelling units through a "Buy Down" program by purchasing market rate units for sale and reducing the price so that it is affordable to eligible low or moderate income households. The Township will provide additional funds from its affordability assistance reserves to convert some low-income units to very low income units. (March 3, 2004 Court Order).
    - "Conversion of Least Cost Housing": \$607,036. Cherry Hill Township will also provide at least 37 dwelling units through a re-capture program to standardize the deed restrictions for existing R-5 and MPH set-a-side units required by Township Ordinances prior to the Mount Laurel II Decision. In addition, the Township will provide additional funds from its affordability assistance reserves to convert some low-income units to very low income units.
    - "ARHAT Rental Unit Acquisition": \$125,000.00. Cherry Hill Township will also provide 5 dwelling units through a re-capture program to expand the ARHAT Rental Housing Program utilizing existing R-5 and MPH set-a-side units required by Township Ordinances prior to the Mount Laurel II Decision or other units that may become available. This program is projected to cost \$125,000.00 per dwelling unit. It is anticipated that \$100,000.00 per unit will be received from the Camden County HOME Consortium and \$25,000.00 per unit will be required from Trust Fund Fees.
  - "FSDH Affordable Housing": \$1,166,667. Cherry Hill will provide \$1,166,667 that will be used for land acquisition, predevelopment expenses and to subsidize construction of 54 units affordable to low, very low and moderate income households. The Township will provide additional funds from its affordability assistance reserves to render twelve (12) of the 54 units affordable to very low income households.

- B. Affordability Assistance (N.J.A.C. 5:97-8.8). As described in the table below, the Township will dedicate \$771,838.90 from the affordable housing trust fund to render units more affordable, including \$257,279.63 to render units more affordable to households earning 30 percent or less of median income by region.

<b>PROJECTED MINIMUM AFFORDABILITY ASSISTANCE REQUIREMENT</b>		
Actual Development Fees through 12/31/2011		\$1,035,757.28
Actual Interest earned through 12/31/2011	+	\$35,039.05
Development Fees Projected* 2012-2018	+	\$1,425,000.00
Interest Projected* 2012-2018	+	\$77,000.00
Less Housing Activity Expenditures through 6/2/2008	-	
<b>TOTAL</b>	<b>=</b>	<b>\$2,572,796.33</b>
30 percent requirement	x 0.30 =	\$771,838.90
Less Affordability assistance expenditures through 12/31/2004	-	\$0.00
<b>PROJECTED MINIMUM Affordability Assistance Requirement (1/1/2005 through 12/31/2018)</b>	<b>=</b>	<b>\$771,838.90</b>
<b>PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement**</b>	<b>÷ 3 =</b>	<b>\$257,279.63</b>

\* Note: The actual amounts are reported for 2008 to December 31, 2011.

\*\* Note: This \$257,279.63 figure is included in the \$771,838.90 figure.

The Township is prioritizing its affordability assistance reserves for the conversion of low-income units to very-low-income units in the following programs and/or projects:

- "Buy Down" Program: \$377,063.
- "Conversion of Least Cost Housing": \$61,443
- "FSDH Affordable Housing": \$333,333

In addition, the Township is dedicating affordability assistance reserves for the following activities:

- Financial assistance to low- and moderate-income homeowners to defray the costs of homeowner association special assessments and dues,
- Down-payment assistance, and
- Closing cost assistance.

C. Administrative Expenses (N.J.A.C. 5:97-8.9). Based on the table below, the Township is eligible to dedicate up to \$190,177.67 <sup>1</sup>from the affordable housing trust fund to be used for administrative purposes. However, the Township does not anticipate using affordable housing funds for administrative purposes at this time.

**ADMINISTRATIVE EXPENSE CALCULATION**

Actual dev fees and interest thru 12/31/2011		\$1,070,796.33
Projected dev fees and interest 2012 thru 2018	+	\$1,502,000.00
Payments-in-lieu of construction and other deposits thru 7/17/2008	+	\$0
Less RCA expenditures thru 12/31/2018	-	\$0
<b>Total</b>	<b>=</b>	<b>\$2,572,796.33</b>
Calculate 20 percent	x .20 =	\$514,559.27
Less admin expenditures thru 12/31/2011	-	\$324,381.60
<b>PROJECTED MAXIMUM available for administrative expenses 1/1/2012 thru 12/31/2018</b>	<b>=</b>	<b>\$190,177.67</b>

*4. Expenditure Schedule*

Cherry Hill Township 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 table labeled, "FUNDS EXPENDED and/or DEDICATED" is intended as a projection of expenditures, which may be accelerated based upon project and programmatic needs.

---

<sup>1</sup> Cherry Hill will also comply with the federal government's administrative restrictions on CDBG money that can be used for administration, as well as the Court's Order dated June 14, 2012.

**FUNDS EXPENDED and/or DEDICATED**

	No. of Units		FUNDS EXPENDED and/or DEDICATED						TOTAL
	Projected	2012	2013	2014	2015	2016	2017	2018	
Programs & Projects Total	343	\$1,643,479.00	\$1,224,999.96	\$775,000.00	\$775,000.01	\$429,906.56	\$275,000.01	\$300,000.01	
Rehab.	137	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$129,906.55			\$2,129,906.55
"Buy Down"	40		\$93,440.53	\$93,440.55	\$109,013.98	\$109,013.98	\$109,013.98	109013.98	\$622,937.00
"Conversion of Least Cost Housing"	37	\$68,479.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$668,479.00
ARRHAT Rental Acquisition	5	\$25,000.00	\$25,000.00	\$25,000.00		\$25,000.00		\$25,000.00	\$125,000.00
FSHD Housing	54	\$1,050,000.00	\$116,667.00						\$1,166,667.00
Affordability Assistance			\$389,892.43	\$56,559.45	\$65,986.03	\$ 65,986.03	\$ 65,986.03	\$ 65,986.03	\$710,396.00
<b>TOTAL</b>	<b>343</b>	<b>\$1,643,479.00</b>	<b>\$1,224,999.96</b>	<b>\$775,000.00</b>	<b>\$775,000.01</b>	<b>\$429,906.56</b>	<b>\$275,000.01</b>	<b>\$300,000.01</b>	<b>\$5,423,385.55</b>

## 5. *Excess or Shortfall of Funds*

Pursuant to the Housing Element and Fair Share Plan, the governing body of *Cherry Hill Township* has adopted a resolution agreeing to fund any shortfall of funds required for implementing Rehabilitation, "Buy Down", and "Conversion of Least Cost Housing". In the event that a shortfall of anticipated revenues occurs as to any of these components only, *Cherry Hill Township* will *bond should a shortfall of funds occur*. A copy of the adopted resolution is attached.

The municipality will dedicate any excess funds toward Rehabilitation, Age Restricted New Construction, "Buy Down," and "Conversion of Least Cost Housing."

## 6. *Barrier Free Escrow*

Collection and distribution of barrier free funds shall be consistent with Ordinance 2010-18 Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5.

## SUMMARY

*Cherry Hill Township* 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 2011 housing element and fair share plan that will be amended to reflect the construction of an affordable housing project on the Garden State Park by plaintiffs.

*Cherry Hill Township* had a balance of \$2,040,669.35 as of December 31, 2011 and anticipates an additional \$3,382,716.20 in revenues before the expiration of substantive certification for a total of \$5,423,385.55 in revenues. The municipality will dedicate \$5,423,385.55 towards Rehabilitation(\$2,129,906.55), Market to Affordable Programs including the "Buy Down"(\$622,937), "Conversion of Least Cost Housing"(\$607,036) and ARHAT Rental Unit Acquisitions(\$125,000), *subsidies for the FSHD rental housing(\$1,166,667), and affordability assistance(\$771,838.90)*. It will satisfy its affordability assistance obligations primarily through funding the conversion of low-income units to very-low-income units within the "Buy Down" Program (\$377,063), the "Conversion of Least Cost Housing" Program (\$61,443), and the FSHD Affordable Housing (\$333,333). Any shortfall of funds will be offset by *municipal bonds or other lawful means*. The municipality will dedicate any excess funds toward Rehabilitation, eligible New Construction, "Buy Down," and "Conversion of Least Cost Housing."

The Township reserves the right to amend its Spending Plan and commitments based upon the provisions of the Fair Housing Act.

<b>SPENDING PLAN SUMMARY</b>		
<b>Balance as of December 31, 2011</b>		<b>\$ 2,040,669.35</b>
<b>Projected REVENUE 2012-2018</b>		
Development fees	+	\$ 1,425,000.00
Payments in lieu of construction	+	\$ 1,880,716.20
Other funds	+	\$ -
Interest	+	\$ 77,000.00
<b>TOTAL AVAILABLE FUNDS</b>	<b>=</b>	<b>\$ 5,423,385.55</b>
<b>PROJECTED EXPENDITURES 2012-2018</b>		
Funds used for Rehabilitation		\$ 2,129,906.55
<b>Funds used for New Construction</b>		
<b>1. Market to Affordable Programs</b>	<b>+</b>	<b>\$ 1,354,973.10</b>
a. Buy Down Program		\$622,937.10
b. "Conversion of Least Cost Housing" Program		\$607,036.00
c. ARHAT Rental Unit Acquisitions Program		\$125,000.00
<b>2. FSHD Affordable Housing</b>	<b>+</b>	<b>\$ 1,166,667.00</b>
<b>Affordability Assistance*</b>	<b>+</b>	<b>\$ 771,838.90</b>
Converting Low-Income Units to Very Low-Income Units (Buy Down Program)		\$377,062.90
Converting Low-Income Units to Very Low-Income units (Conversion of Least Cost Housing Program)		\$61,443.00
Converting Low-Income Units to Very Low-Income Units (FSHD Affordable Housing)		\$333,333.00
Administration **	+	\$ -
<b>TOTAL PROJECTED EXPENDITURES</b>	<b>=</b>	<b>\$ 5,423,385.55</b>
<b>REMAINING BALANCE</b>	<b>=</b>	<b>\$ 0.00</b>

\* Actual affordability assistance minimums are calculated on an ongoing basis, based on actual revenues.

\*\* Consistent with the Court Order dated June 14, 2012 approving this Spending Plan, the Township will not be expending Trust Funds on administrative expenses at this time.

# **Exhibit B**



**NEW JERSEY COUNCIL ON AFFORDABLE HOUSING  
REVIEW OF SPENDING PLAN  
CHERRY HILL TOWNSHIP/CAMDEN COUNTY  
REGION 5**



**Prepared by Ramond Joseph, AICP, Senior Planner  
January 8, 2014**

**I. BACKGROUND**

Cherry Hill, Camden County (“Cherry Hill” or “the Township”), has established an affordable housing trust fund as permitted pursuant to N.J.A.C. 5:97-8.1(c) and in accordance with N.J.A.C. 5:97-8.2.

Pursuant to N.J.S.A. 52:27D-329.2a, Cherry Hill may not expend or commit to expend any affordable housing development fees, including statewide non-residential fees collected and deposited into the municipal affordable housing trust fund, without first obtaining approval of the expenditure from the Council on Affordable Housing (COAH). In addition, N.J.A.C. 5:97-8.1(d) and N.J.A.C. 5:96-5.3 require that the Township obtain COAH’s approval of a spending plan prior to the expenditure of affordable housing trust funds. Cherry Hill submitted a proposed third round spending plan for review and approval by COAH along with a governing body resolution dated June 15, 2012, seeking approval of the proposed spending plan. Subsequently, in consultation with staff, the spending plan was updated and revised to reflect actual revenue collections and spending formulas and resubmitted on July 19, 2012.

The Township’s affordable housing trust fund monitoring information has been reconciled through December 31, 2011, and the submitted spending plan is based on the existing balance at that time (\$2,040,669.35) plus projected revenues, including interest, through 2018 (\$3,382,716.00), for a total of \$5,423,385.55 available to fund affordable housing initiatives and administration.

The subject of this report is Cherry Hill’s proposed third round spending plan dated July 19, 2012.

**II. SPENDING PLAN**

COAH staff has reviewed Cherry Hill’s proposed spending plan and has determined that it meets the requirements of N.J.A.C. 5:97-8.10. In addition, COAH staff has determined that the affordable housing trust fund expenditures proposed in Cherry Hill’s spending plan are eligible activities pursuant to N.J.A.C. 5:97-8.7, 8.8, and 8.9.

As noted above, the Township of Cherry Hill anticipates that \$5,423,385.55 will be available to fund its affordable housing program through 2018. Cherry Hill’s spending plan proposes affordable housing expenditures as follows:

<b>SPENDING PLAN SUMMARY</b>	
Balance as of December 31, 2011	<b>\$2,040,669.35</b>
<b>PROJECTED REVENUE 2012-2018</b>	
Development fees	+ \$1,425,000.00
Payments in lieu of construction	+ \$1,880,716.20
Other funds	+ \$0.00
Interest	+ \$77,000.00
<b>TOTAL REVENUE</b>	<b>= \$5,423,385.55</b>
<b>PROJECTED EXPENDITURES 2012-2018</b>	
Funds used for Rehabilitation Program	- \$2,129,906.55
Funds used for New Construction	
1. Market to Affordable Programs	
a. Buy Down Program	- \$622,937.10
b. “Conversion of Least Cost Housing” Program	- \$607,036.00
c. ARHAT Rental Unit Acquisitions Program	- \$125,000.00
2. FSHD Affordable Housing	- \$1,166,667.00
Affordability Assistance*	
a. Converting Low-Income Units to Very Low-Income Units (Buy Down Program)	- \$377,062.90
b. Converting Low-Income Units to Very Low-Income Units (Conversion of Least Cost Housing Program)	- \$61,443.00
c. Converting Low-Income Units to Very Low-Income Units (FSHD Affordable Housing)	- \$333,333.00
Administration**	- 0.00
<b>TOTAL PROJECTED EXPENDITURES</b>	<b>= \$5,423,385.55</b>
<b>REMAINING BALANCE</b>	<b>= \$0.00</b>

- \* Actual affordability assistance minimums are calculated on an ongoing basis, based on actual revenues.
- \*\* Administrative expenses are limited to 20 percent of what is actually collected.

### III. RECOMMENDATION AND TERMS OF APPROVAL

Based on the above, COAH staff recommends that Cherry Hill's third round spending plan be approved. COAH's approval of this spending plan will enable Cherry Hill to begin expending affordable housing trust funds for the projects and programs listed above. However, no spending plan shall propose the expenditure of trust funds where a commitment to expend has not been entered into within four years of the collection of the trust funds. The approval of Cherry Hill's spending plan does not authorize the expenditure of funds that were not committed within four years of the collection of said funds. Cherry Hill will be required to reimburse its trust fund for any expenditure of funds not committed within four years of their collection. Furthermore, it should be noted that this spending plan approval shall not be deemed a commitment to expend within four years from the date of collection as required under N.J.S.A. 52:27D-329.2(d) and N.J.S.A. 52:27D-329.3(b).

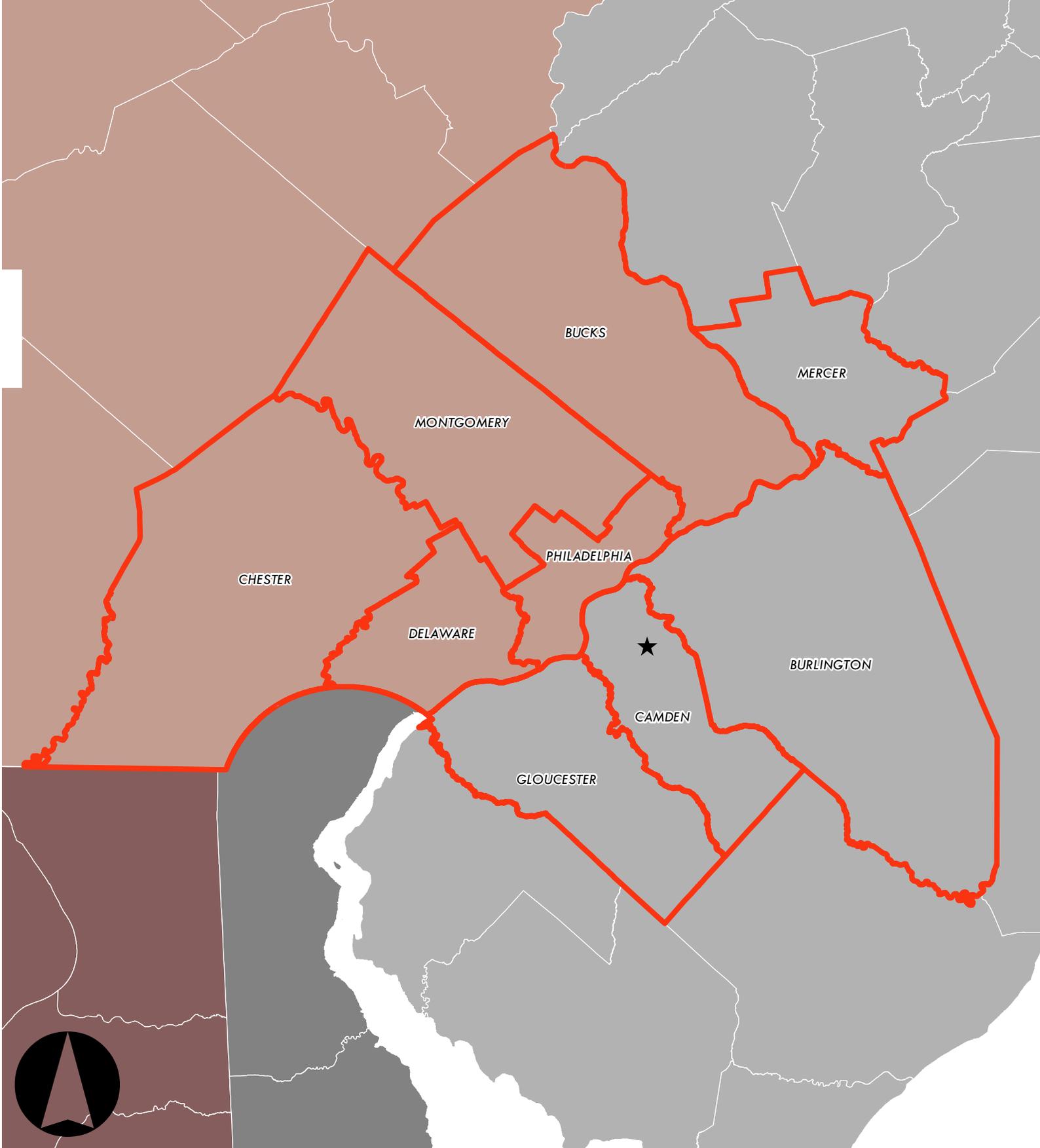
Cherry Hill must submit monitoring pursuant to N.J.A.C. 5:96-11. Cherry Hill will be subject to the enforcement remedies in accordance with N.J.A.C. 5:97-8.13 if the Township fails to implement the spending plan as approved.

Reviewed by:

  
Deputy Attorney General

1/8/14  
Date

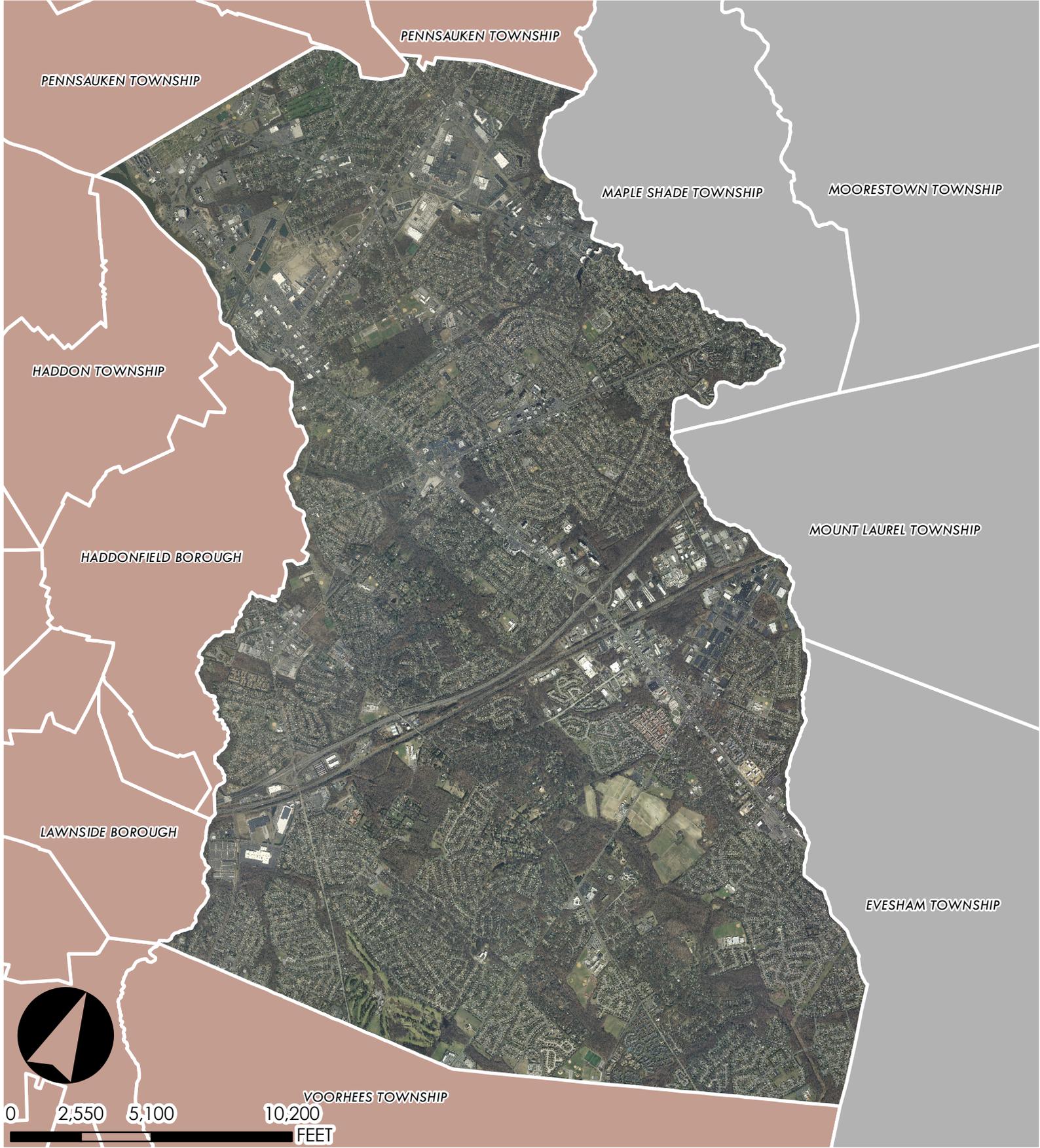
APPENDIX J  
AERIALS & MAPS



# REGIONAL CONTEXT

**MAP 1**

-  CHERRY HILL TOWNSHIP
-  PENNSYLVANIA
-  NEW JERSEY
-  MARYLAND
-  DVRPC REGION
-  DELAWARE

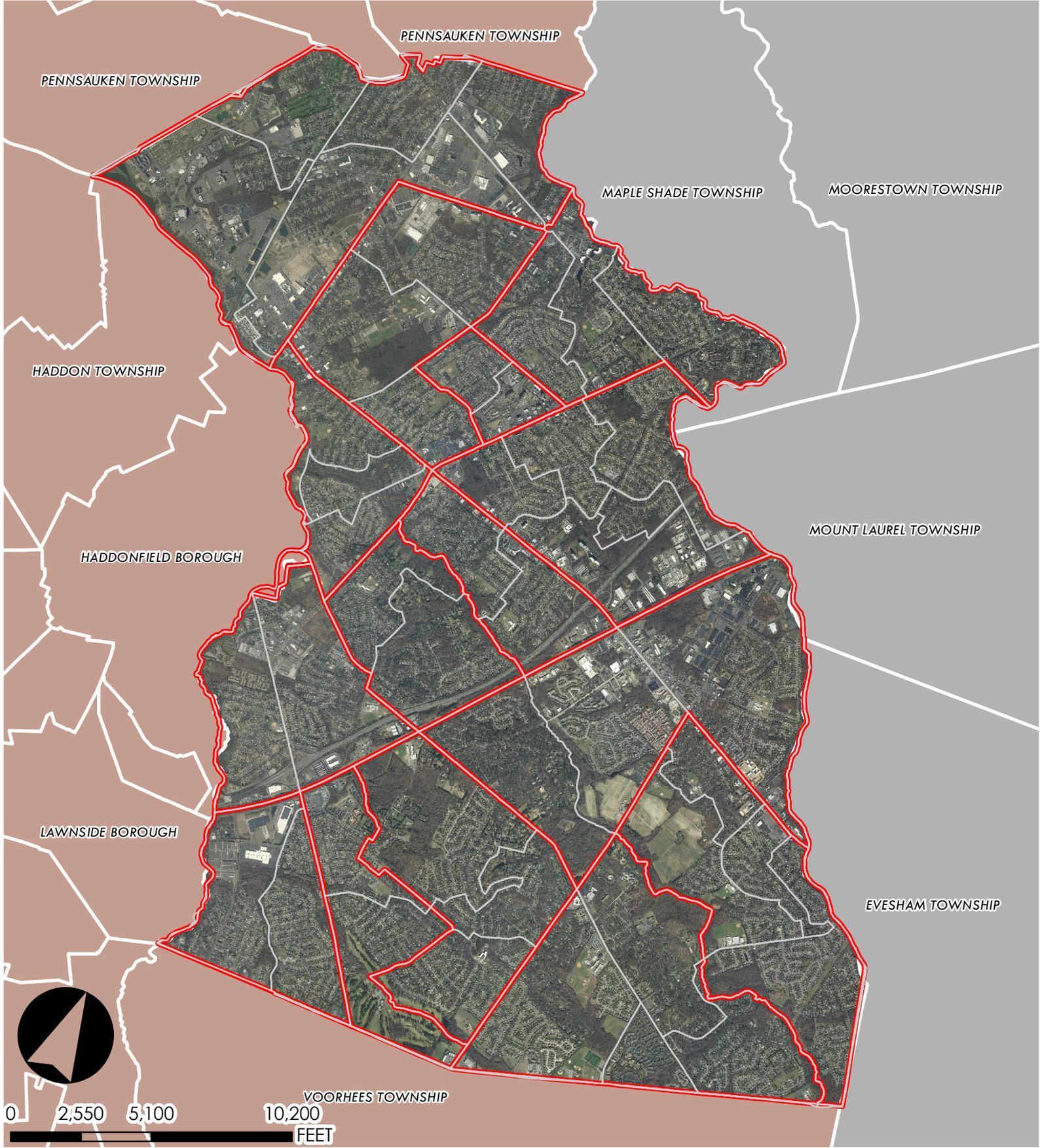


# MUNICIPALITIES & COUNTIES MAP 2

**CHERRY HILL Township**  
*You couldn't pick a better place.*

**PREPARED BY:**  
 LORISSA LUCIANI, PP, AICP, DEPUTY DIRECTOR  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 LICENSE NO. 33LI000611500

■ BURLINGTON COUNTY  
 ■ CAMDEN COUNTY



# CENSUS BOUNDARIES

**MAP 3**

**CHERRY HILL**  
*Township*  
*You couldn't pick a better place.*

**PREPARED BY:**  
 LORISSA LUCIANI, PP, AICP, DEPUTY DIRECTOR  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 LICENSE NO. 33LI000611500

-  BLOCK GROUPS
-  CENSUS TRACTS
-  BURLINGTON COUNTY
-  CAMDEN COUNTY



**MAP 4**

# ST. MARY'S

BLOCK 523.12, LOT 13

-  WETLANDS
-  AE FLOOD
-  X FLOOD
-  TRAIN STATION
-  NJ TRANSIT
-  PATCO
-  TRAIL PARCELS
-  PUBLIC SCHOOLS
-  RECREATION & OPEN SPACE
-  AREA IN NEED OF REDEVELOPMENT
-  AREA IN NEED OF REHABILITATION
-  BURLINGTON COUNTY
-  CAMDEN COUNTY
-  PARCELS

**CHERRY HILL**  
*township*  
*You couldn't pick a better place.*

**PREPARED BY:**  
 LORISSA LUCIANI, PP, AICP, DEPUTY DIRECTOR  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 LICENSE NO. 33LI000611500



PENNSAUKEN TOWNSHIP

# HAMPTON ROAD

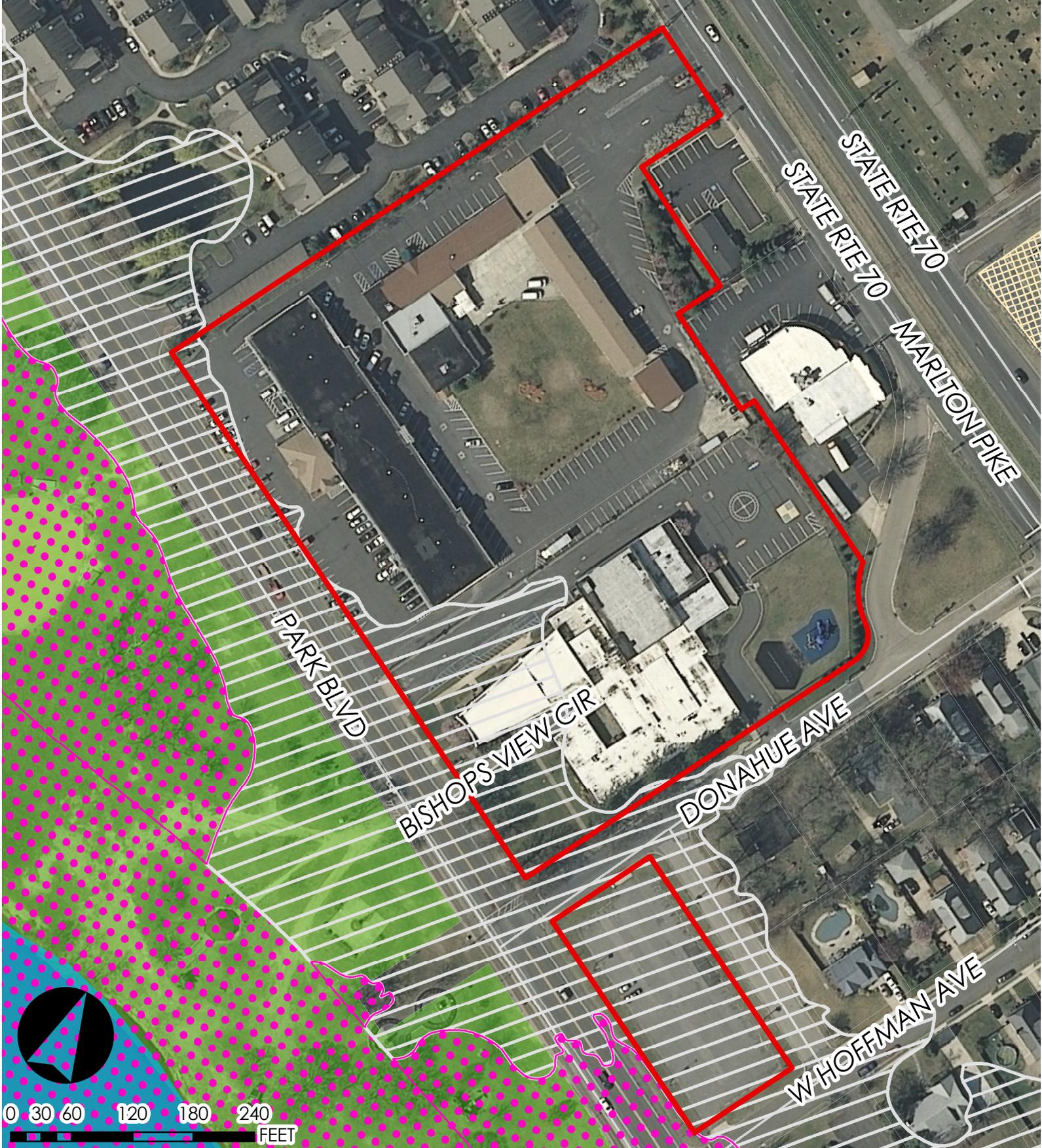
BLOCK 111.02, LOT 7; BLOCK 112.01, LOT 11  
 BLOCK 596.04, LOT 5

MAP 5

PREPARED BY:  
 CHERRY HILL  
 LORISSA LUCIANI, PP, AICP, DEPUTY DIRECTOR  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 LICENSE NO. 33LI000611500

- WETLANDS
- PUBLIC SCHOOLS
- AE FLOOD
- RECREATION & OPEN SPACE
- X FLOOD
- AREA IN NEED OF REDEVELOPMENT
- TRAIN STATION
- AREA IN NEED OF REHABILITATION
- NJ TRANSIT
- BURLINGTON COUNTY
- PATCO
- CAMDEN COUNTY
- TRAIL PARCELS
- PARCELS

You couldn't pick a better place.



# PARK BOULEVARD

BLOCK 1.01, LOTS 3 & 4; BLOCK 3.01, LOT 1

MAP 6

**PREPARED BY:**  

**LORISSA LUCIANI, PP, AICP, DEPUTY DIRECTOR**  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 LICENSE NO. 33LI000611500

- |   |               |   |                                |
|---|---------------|---|--------------------------------|
|  | WETLANDS      |  | PUBLIC SCHOOLS                 |
|  | AE FLOOD      |  | RECREATION & OPEN SPACE        |
|  | X FLOOD       |  | AREA IN NEED OF REDEVELOPMENT  |
|  | TRAIN STATION |  | AREA IN NEED OF REHABILITATION |
|  | NJ TRANSIT    |  | BURLINGTON COUNTY              |
|  | PATCO         |  | CAMDEN COUNTY                  |
|  | TRAIL PARCELS |  | PARCELS                        |



# GOLDEN TRIANGLE

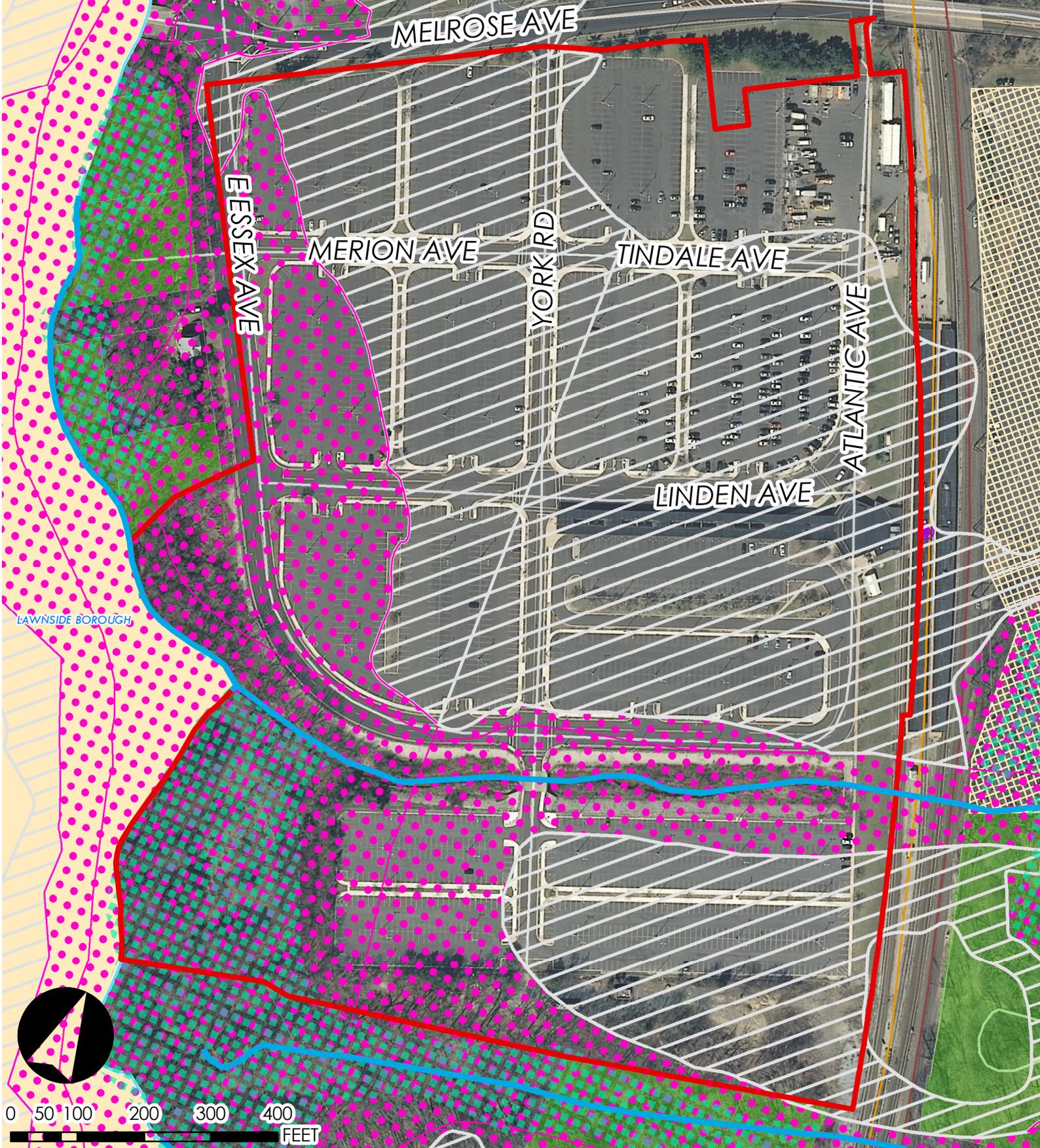
BLOCK 55.02, LOT 1, 1.01 & 1.02

MAP 7

**PREPARED BY:**  
**CHERRY HILL**  
*community*  
 LORISSA LUCIANI, PP, AICP, DEPUTY DIRECTOR  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 LICENSE NO. 33LI000611500

-  WETLANDS
-  AE FLOOD
-  X FLOOD
-  TRAIN STATION
-  NJ TRANSIT
-  PATCO
-  TRAIL PARCELS
-  PUBLIC SCHOOLS
-  RECREATION & OPEN SPACE
-  AREA IN NEED OF REDEVELOPMENT
-  AREA IN NEED OF REHABILITATION
-  BURLINGTON COUNTY
-  CAMDEN COUNTY
-  PARCELS

You couldn't pick a better place.



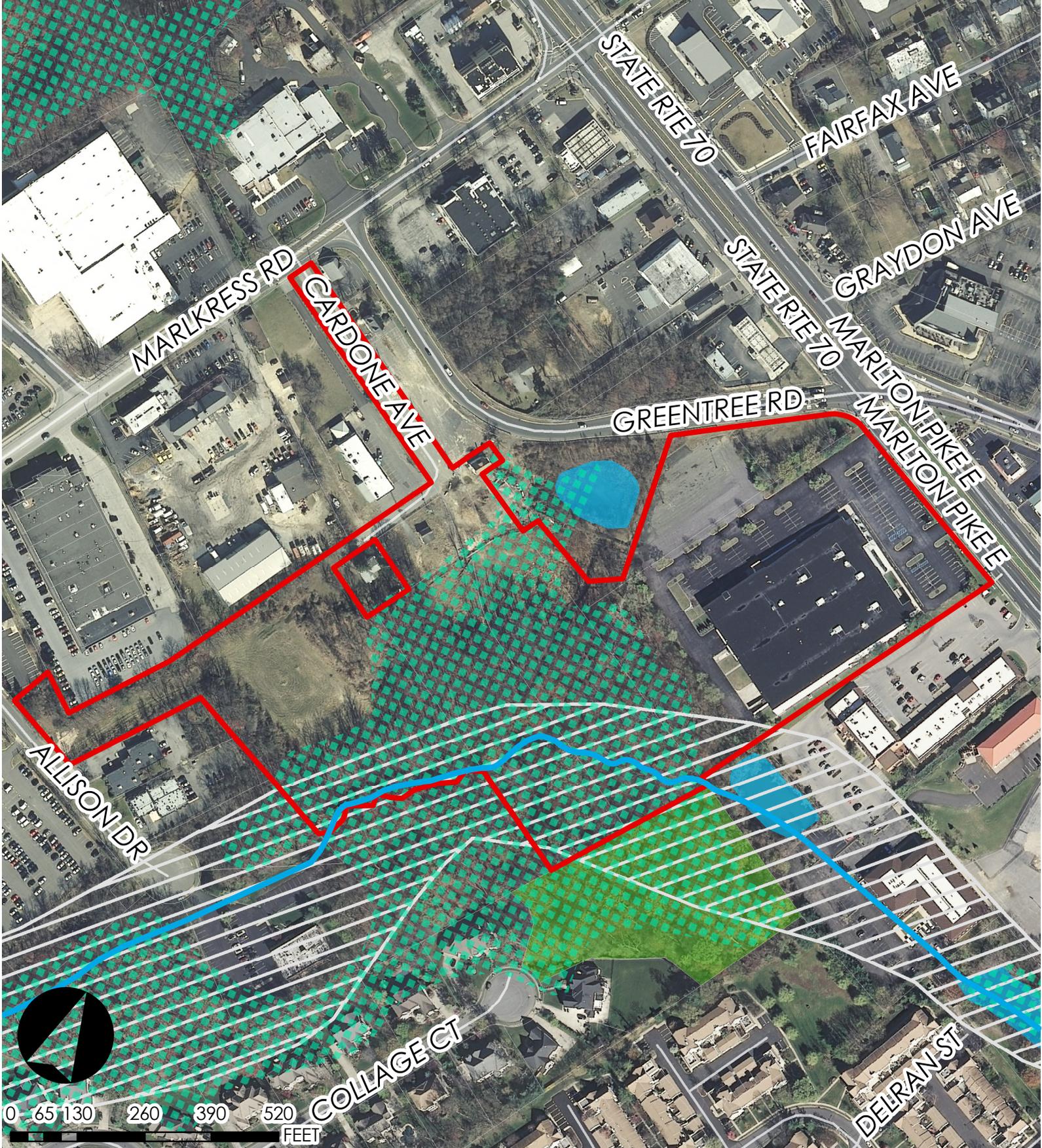
**MAP 8**

# PATCO

## BLOCK 583.01, LOT 2

**PREPARED BY:**  
**CHERRY HILL**  
*Wisdom*  
 LORISSA LUCIANI, PP, AICP, DEPUTY DIRECTOR  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 LICENSE NO. 33LI000611500

- WETLANDS
- PUBLIC SCHOOLS
- AE FLOOD
- RECREATION & OPEN SPACE
- X FLOOD
- AREA IN NEED OF REDEVELOPMENT
- TRAIN STATION
- AREA IN NEED OF REHABILITATION
- NJ TRANSIT
- BURLINGTON COUNTY
- PATCO
- CAMDEN COUNTY
- TRAIL PARCELS
- PARCELS



# MAP 9

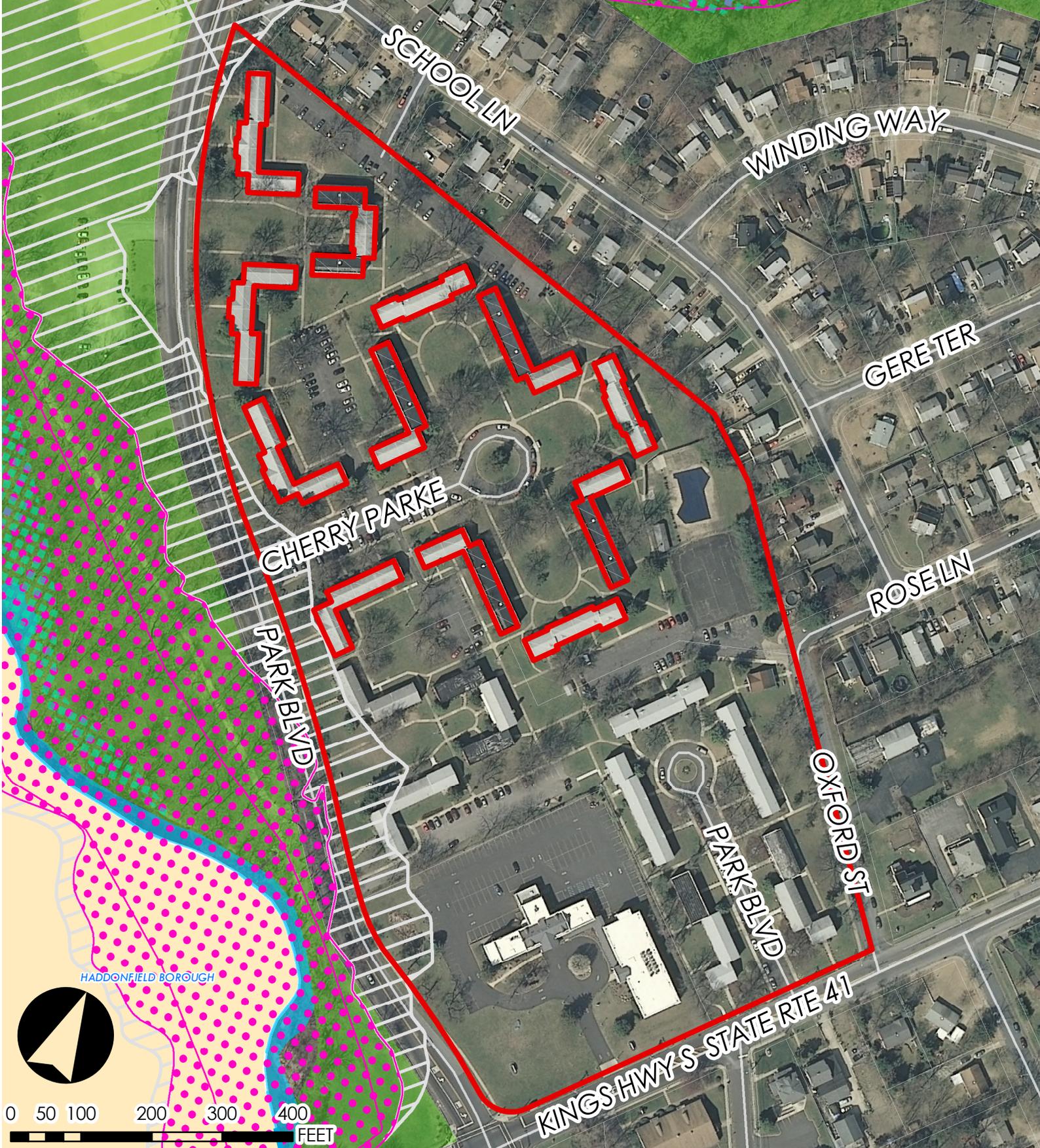
# SYMS

## BLOCK 437.01, LOT 5

**PREPARED BY:**  
 LORISSA LUCIANI, PP, AICP, DEPUTY DIRECTOR  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 LICENSE NO. 33LI000611500



-  WETLANDS
-  PUBLIC SCHOOLS
-  AE FLOOD
-  RECREATION & OPEN SPACE
-  X FLOOD
-  AREA IN NEED OF REDEVELOPMENT
-  TRAIN STATION
-  AREA IN NEED OF REHABILITATION
-  NJ TRANSIT
-  BURLINGTON COUNTY
-  PATCO
-  CAMDEN COUNTY
-  TRAIL PARCELS
-  PARCELS



# WALLWORTH-CHERRY PARKE

BLOCK 395.07, LOTS 1 & 2; BLOCK 395.08, LOT 1

**MAP 10**

**PREPARED BY:**  

**LORISSA LUCIANI, PP, AICP, DEPUTY DIRECTOR**  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 LICENSE NO. 33LI000611500

-  WETLANDS
-  AE FLOOD
-  X FLOOD
-  TRAIN STATION
-  NJ TRANSIT
-  PATCO
-  TRAIL PARCELS
-  PUBLIC SCHOOLS
-  RECREATION & OPEN SPACE
-  AREA IN NEED OF REDEVELOPMENT
-  AREA IN NEED OF REHABILITATION
-  BURLINGTON COUNTY
-  CAMDEN COUNTY
-  PARCELS



# MAP 11

# COASTLINE

## BLOCK 404.43, LOT 3

**CHERRY HILL**  
*township*  
*You couldn't pick a better place.*

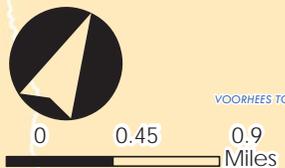
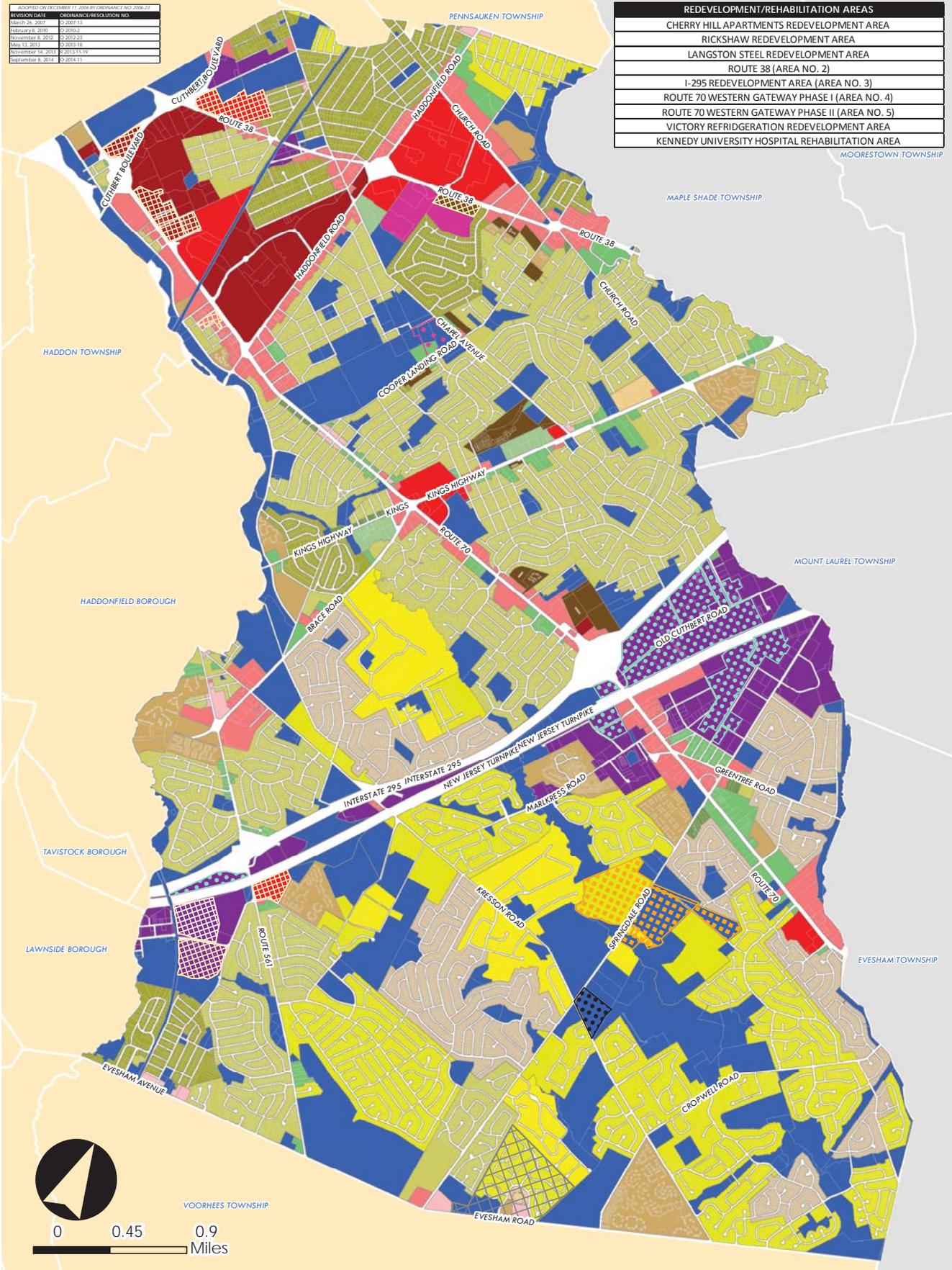
**PREPARED BY:**  
 LORISSA LUCIANI, PP, AICP, DEPUTY DIRECTOR  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 LICENSE NO. 33LI000611500

- |   |  |
|---|--|
|  WETLANDS      |  PUBLIC SCHOOLS                 |
|  AE FLOOD      |  RECREATION & OPEN SPACE        |
|  X FLOOD       |  AREA IN NEED OF REDEVELOPMENT  |
|  TRAIN STATION |  AREA IN NEED OF REHABILITATION |
|  NJ TRANSIT    |  BURLINGTON COUNTY              |
|  PATCO         |  CAMDEN COUNTY                  |
|  TRAIL PARCELS |  PARCELS                        |

**APPENDIX K**  
**ZONING MAP**

ADOPTED ON	REVISION DATE	ORIGINANCE/RESOLUTION NO.
December 8, 2007	03/20/08	
February 8, 2010	03/20/10	
November 8, 2012	03/20/12	
May 13, 2013	03/20/13	
November 14, 2013	03/20/13-19	
September 8, 2014	03/20/14	

REDEVELOPMENT/REHABILITATION AREAS
CHERRY HILL APARTMENTS REDEVELOPMENT AREA
RICKSHAW REDEVELOPMENT AREA
LANGSTON STEEL REDEVELOPMENT AREA
ROUTE 38 (AREA NO. 2)
I-295 REDEVELOPMENT AREA (AREA NO. 3)
ROUTE 70 WESTERN GATEWAY PHASE I (AREA NO. 4)
ROUTE 70 WESTERN GATEWAY PHASE II (AREA NO. 5)
VICTORY REFRIDGERATION REDEVELOPMENT AREA
KENNEDY UNIVERSITY HOSPITAL REHABILITATION AREA



# ZONING MAP

## CHERRY HILL TOWNSHIP


**PREPARED BY:**  
 LORISSA LUCIANI, PP, AICP, DEPUTY DIRECTOR  
 DEPARTMENT OF COMMUNITY DEVELOPMENT  
 LICENSE NO. 331000611500

- RA
- R1
- R2
- R3
- R7
- R10
- R20
- RAPC
- O1
- O2
- O3
- AR-HC
- IR-RB
- RIPD
- SHO
- PARCELS
- BURLINGTON COUNTY
- CAMDEN COUNTY
- AREA IN NEED OF REDEVELOPMENT
- AREA IN NEED OF REHABILITATION

APPENDIX L  
PLANNING BOARD  
RESOLUTION OF ADOPTION

RESOLUTION  
TOWNSHIP OF CHERRY HILL PLANNING BOARD  
RESOLUTION ADOPTING A HOUSING ELEMENT AND FAIR SHARE PLAN AS  
PART OF THE CHERRY HILL MASTER PLAN

WHEREAS, pursuant to the Municipal Land Use Law, N.J.S.A. 40:55D-28, the Planning Board is given the exclusive authority to prepare, adopt and/or amend a Master Plan for the Township and to hold a public hearing prior to the adoption or amendment of the Master Plan or its component parts. Said Master Plan is to be a guide for the use of lands within the Township in a manner which protects the public health and safety and promotes the general welfare. The Cherry Hill Master Plan contains the following elements: land use, housing, circulation, recreation, open space and natural resources, community facilities, utilities, recycling, economic and historic preservation; and

WHEREAS, in accordance with procedures that COAH has previously utilized, it would be appropriate for the Planning Board to first consider the adoption of the 2015 Housing Element and Fair Share Plan; and, if the Board does adopt, for the Township Council to then consider the endorsement of the 2015 Housing Element and Fair Share Plan; and

WHEREAS, the existing Master Plan for the Township of Cherry Hill was adopted in March 2004 and was subsequently reexamined and amended in February 2007 to make certain changes that would further achieve the original goals or address significant changes that occurred since the last report; and

WHEREAS, the Master Plan includes a Housing Element pursuant to N.J.S.A. 40:55D-28b (3); and

WHEREAS, as a result of a March 10, 2015 decision of the Supreme Court of the State of New Jersey, trial judges are taking over the functions of establishing standards and processing applications by municipalities for approvals of their affordable housing plans that COAH previously performed; and

WHEREAS, more specifically, the Supreme Court has established transitional procedures for municipalities previously under as jurisdiction of COAH to secure approval of their affordable housing plans in court; and towns, like Cherry Hill, previously under the jurisdiction of a court are following those same procedures; and

WHEREAS, as a result of the Supreme Court decision, the Township has prepared a new Housing Element and Fair Share Plan

to address the Third Round Obligation without prejudice to the ability of the municipality to seek an adjustment once the trial court establishes criteria and guidelines; and

**WHEREAS**, upon notice duly provided pursuant to N.J.S.A. 40:55D-13, the Planning Board of the Township of Cherry Hill held a public hearing on the 2015 Housing Element and Fair Share Plan on December 7, 2015; and

**WHEREAS**, Art Bernard, P.P., participated in the preparation of the Housing Element and Fair Share Plan and testified with regard to said plan; and

**WHEREAS**, Lorissa Luciani, P.P., Deputy Director for the Cherry Hill Department of Community Development, also assisted in the preparation of the Housing Element and Fair Share Plan and testified with regard to said plan; and

**WHEREAS**, Mr. Bernard and Ms. Luciani have recommended that the Planning Board adopt the 2015 Housing Element and Fair Share Plan and that said plan be made a part of the Township's Master Plan; and

**WHEREAS**, the Planning Board has determined that the Housing Element and Fair Share Plan are consistent with the goals and objectives of the Township of Cherry Hill's 2004 Master Plan, and 2007 Master Plan Reexamination Report, and that adoption and implementation of the Housing Element and Fair Share Plan are in the public interest and protect public health and safety and promote the general welfare.

**WHEREAS**,   1   members of the public appeared and presented testimony and/or evidence at the public hearing held in this matter; and

**WHEREAS**, from the testimony and evidence presented and based upon the entire record, the following findings of facts and conclusions of law were made, to wit:

1. All of the findings as above set forth in the "WHEREAS" paragraphs are hereby incorporated by reference herein and are accepted by the Planning Board as its findings of facts and conclusions of law.
2. The Planning Board has reviewed the 2015 Housing Element and Fair Share Plan as marked PB-1 in evidence and has determined that said plan is consistent with the goals and objectives of the Township of Cherry

Hill's current Master Plan and that the adoption and implementation of said 2015 Housing Element and Fair Share Plan is in the public interest and are intended to protect the public health and safety and promote the general welfare.

**NOW, THEREFORE, BE IT RESOLVED,** based upon the foregoing findings of facts and conclusions of law, the testimony of all relevant parties and the evidence submitted at the public hearing and by the Planning Board of the Township of Cherry Hill, County of Camden, State of New Jersey, that the 2015 Housing Element and Fair Share Plan (which plan, Exhibit PB-1, is attached hereto and made a part hereof) is hereby **ADOPTED** and incorporated as part of the Cherry Hill Master Plan subject to the following conditions:

1. That the Planning Board and the Township reserve the right to make further changes to the plan based upon the outcome of the pending court challenges or if the Township encounters difficulties with any aspect of the plan that render a change desirable or necessary.
2. The approval of the plan is in no way to be construed as relinquishing the Planning Board or Township's right to challenge any laws or regulations that the Planning Board or Township believes to be invalid as it relates to the plan.

**BE IT FURTHER RESOLVED** that the Cherry Hill Township Planning Board recommends that the Cherry Hill Township Council formally endorse the said 2015 Housing Element and Fair Share Plan and that said Township Council take all appropriate measures to seek the approval of said 2015 Housing Element and Fair Share Plan from the Superior Court of New Jersey.

**BE IT FURTHER RESOLVED** that the service and notice requirements of N.J.S.A. 40:55D-13 be complied with as to the adoption of this Resolution.

DATED: December 7, 2015

PLANNING BOARD OF THE  
TOWNSHIP OF CHERRY HILL

By:



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PAUL STRIDICK,  
PLANNING BOARD SECRETARY

CERTIFICATION

The foregoing Resolution was adopted at the meeting of the Planning Board of the Township of Cherry Hill on December 7, 2015.

PLANNING BOARD OF THE  
TOWNSHIP OF CHERRY HILL

By:



\_\_\_\_\_  
PAUL STRIDICK, AIA  
PLANNING BOARD SECRETARY

**APPENDIX M**  
COUNCIL RESOLUTION  
OF ENDORSEMENT

**TOWNSHIP CLERK'S OFFICE**  
**CHERRY HILL, NEW JERSEY**

I, Nancy L. Saffos, Municipal Clerk, of the Township of Cherry Hill, in the County of Camden, State of New Jersey, do hereby certify that the attached is a true copy of

**RESOLUTION 2015-12-13**

Passed by the Township Council of the Township of Cherry Hill, New Jersey the 14<sup>th</sup> day of DECEMBER 2015 as taken from and compared with the original now on file in my office.

In Testimony Whereof, I have hereunto set my hand and seal of the Township of Cherry Hill, at Cherry Hill, New Jersey this

15<sup>th</sup> DAY OF DECEMBER 2015



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**NANCY L. SAFFOS, RMC**  
**Township Clerk**  
**Cherry Hill Township**

**RESOLUTION 2015-12-13**

**RESOLUTION OF THE COUNCIL OF THE TOWNSHIP OF CHERRY HILL ENDORSING  
THE TOWNSHIP'S HOUSING ELEMENT AND FAIR SHARE PLAN AND  
SEEKING COURT APPROVAL OF SAME**

**WHEREAS**, the Planning Board of the Township of Cherry Hill, County of Camden, State of New Jersey, adopted the "Housing Element and Fair Share Plan" (hereinafter "Affordable Housing Plan") on December 7, 2015; and

**WHEREAS**, a true copy of the Resolution of the Planning Board adopting the Affordable Housing Plan is attached hereto; and

**WHEREAS**, the Township filed a Declaratory Judgment Action in the Superior Court of New Jersey, Camden Vicinage in accordance with the New Jersey Supreme Court's March 10, 2015 decision in In re COAH, 221 N.J. 1 (2015), seeking the Court to enter a Judgement of Compliance and Repose declaring the Township in compliance with its Third Round affordable housing obligation; and

**WHEREAS**, the Township of Cherry Hill wishes to endorse the Affordable Housing Plan and to seek approval of the Affordable Housing Plan from the Court;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Township of Cherry Hill:

1. That it hereby endorses the Affordable Housing Plan as adopted by the Planning Board of the Township of Cherry Hill on December 7, 2015; and
2. That it hereby authorizes and directs its professionals to file the Affordable Housing Plan with the Court; and
3. That it authorizes its professionals to seek to maintain the temporary immunity that currently exists in conjunction therewith so that the Court can review the Affordable Housing Plan and so that the Township can respond to any judicial concerns free from unnecessary lawsuits brought on the basis of the Mount Laurel doctrine; and
4. That notice of the application for approval of the Township's Affordable Housing Plan shall be published in a newspaper of regional circulation and the Township shall otherwise provide all the notice the Court deems appropriate of the date the Court sets for a hearing on whether the Affordable Housing Plan satisfies the Township's affordable housing responsibilities under applicable laws. Said notice shall give the public sufficient time to review the Township's Affordable Housing Plan and offer any comments that individual or entity may deem appropriate.
5. The approval of the plan is in no way to be construed as relinquishing the Township's right to challenge any laws or regulations that the Township believes to be invalid as it relates to the plan.
6. That the Township reserve the right to make further changes to the plan based upon court challenges or if the Township encounters difficulties with any aspect of the plan that render a change desirable or necessary.
7. That the Township Council of Cherry Hill, County of Camden, requests that the Township's professionals seek all necessary approvals of the Township of Cherry Hill's spending plan.

**ADOPTED: DECEMBER 14, 2015**

**ATTEST:**

  
\_\_\_\_\_  
**NANCY L. SAFFOS, RMC**  
**TOWNSHIP CLERK**

  
\_\_\_\_\_  
**COUNCIL PRESIDENT**

CHERRY HILL TOWNSHIP  
**HOUSING ELEMENT**  
& FAIR SHARE PLAN