

HOUSING PLAN ELEMENT AND FAIR SHARE PLAN

TOWNSHIP OF WINSLOW
CAMDEN COUNTY, NEW JERSEY

Prepared by:



On Behalf of the Winslow Township Planning Board
June 8, 2016

Adopted by the Winslow Township Planning Board On
June 21, 2016

Endorsed by the Township Committee On

Prepared by:

A handwritten signature in black ink, appearing to read 'J. Clarkin', is written over the printed name and title.

James F. Clarkin, PP, AICP
New Jersey License No. 6311

TABLE OF CONTENTS

HOUSING PLAN ELEMENT	Page
A. Introduction	2
B. Analysis of Housing Stock	4
C. Projected Housing Stock	8
D. Demographic Characteristics	9
E. Employment Characteristics	11
FAIR SHARE PLAN	
A. Fair Share Obligation Summary	15
B. Rehabilitation Share	15
C. Prior Round Obligation	15
D. Third Round Prospective Need Obligation	19
E. Summary of Cumulative Obligation	22

APPENDICES

A. Draft Development Fee Spending Plan & Development Fee Ordinance
B. Christ Care Redevelopment Plan
C. Draft Affordable Housing Ordinance
D. Draft Affirmative Marketing Resolution
E. Administrative Agent and Municipal Housing Liaison Resolutions
F. Summary Forms and Affordable Housing Maps

HOUSING PLAN ELEMENT

A. Introduction

The New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1 to -136 ("MLUL") and the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 to -329 ("FHA") require every municipal planning board to adopt a Housing Plan Element to its Master Plan and further require the governing body of each municipality to adopt a Fair Share Plan. More specifically, the FHA and MLUL require municipalities to adopt a Housing Element that addresses the municipal present and prospective housing needs, "with particular attention to low and moderate income housing." Winslow Township has prepared this Housing Plan Element and Fair Share Plan in response to the New Jersey Supreme Court's March 2015 Decision on Fair Share Housing and at the direction of the Camden County Court. This Housing Plan Element and Fair Share Plan has been prepared in accordance with the provisions of N.J.A.C. 5:93 as outlined in the 2015 Court's decision.

In accordance with the Fair Housing Act at N.J.S.A. 52:27D-310 and N.J.A.C. 5:93, 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, and in conducting this inventory the municipality shall have access, on a confidential basis for the sole purpose of conducting the inventory, to all necessary property tax assessment records and information in the assessor's office, including but not limited to the property record cards;
2. A projection of the municipality's housing stock, including the probable future construction of low and moderate income housing, for the next ten years, taking into account, but not necessarily limited to, construction permits issued, approvals of applications for development and probable residential development of lands;
3. An analysis of the municipality's demographic characteristics, including but not necessarily limited to, household size, income level and age;
4. An analysis of the existing and probable future employment characteristics of the municipality;
5. A determination of the municipality's present and prospective fair share for low and moderate income housing and its capacity to accommodate its present and prospective housing needs, including its fair share for low and moderate income housing;
6. A consideration of the lands that are most appropriate for construction of low and 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;

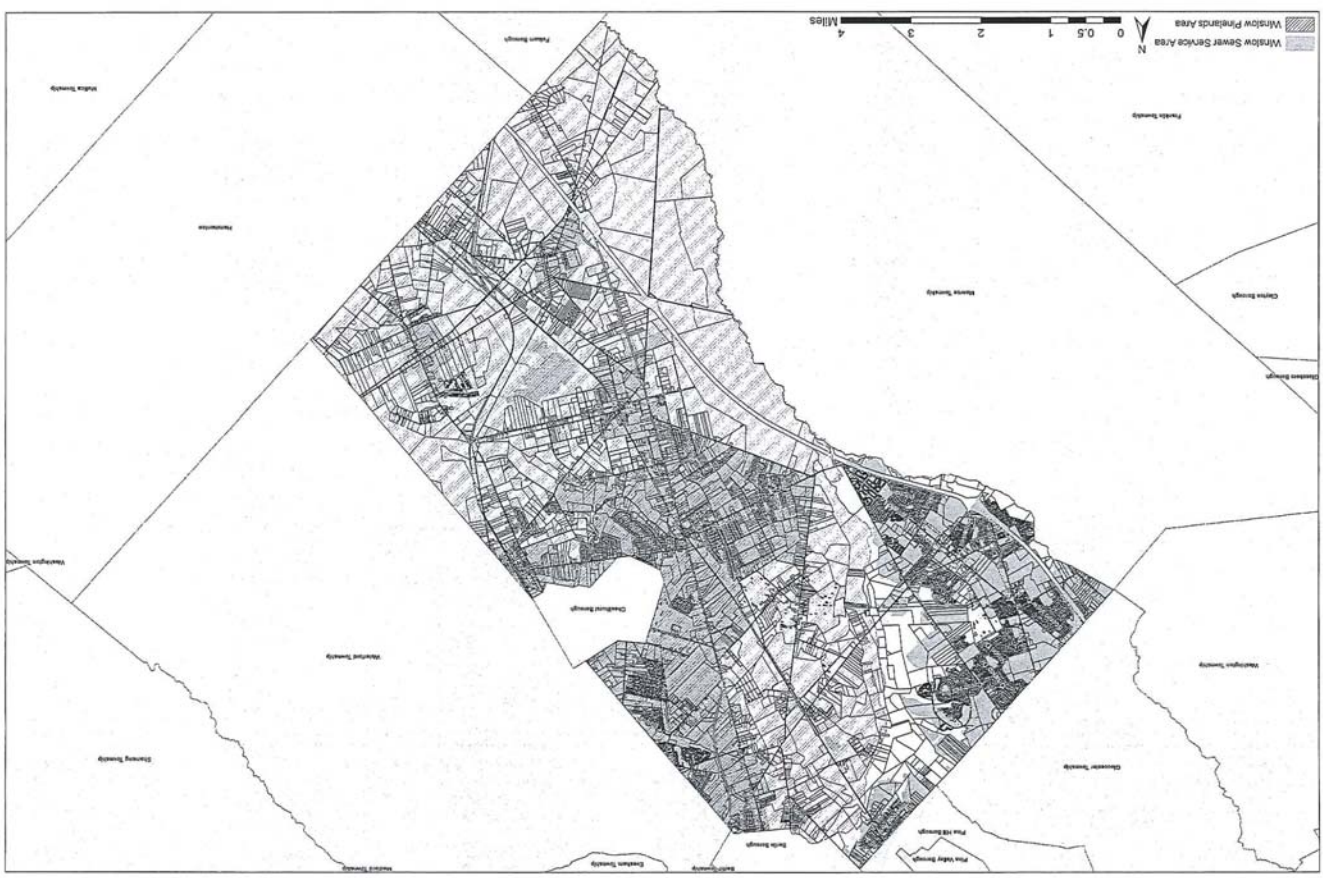
7. A map of all sites designated by the municipality for the production of low and moderate income housing and a listing of each site that includes its owner, acreage, lot, and block;
8. The location and capacities of existing and proposed water and sewer lines and facilities relevant to the designated sites;
9. Copies of necessary applications for amendments to, or consistency determinations regarding applicable area wide water quality management plans (including wastewater management plans);
10. A copy of the most recently adopted municipal master plan and where required, the immediately preceding, adopted master plan;
11. For each designated site, a copy of the New Jersey Freshwater Wetlands Maps where available. When such maps are not available, municipalities shall provide appropriate copies of the National Wetlands Inventory maps provided by the U.S. Fish and Wildlife Service;
12. A copy of appropriate United States Geological Survey Topographic Quadrangles for designated site; and
13. Any other documentation pertaining to the review of the municipal housing element as may be required by the Court.

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

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

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

This Housing Element and Fair Share Plan ("Plan") satisfies all of the applicable requirements set forth within the MLUL, the FHA, and N.J.A.C. 5:93.



History of Township's Affordable Housing Obligation and Fair Share Plan

Winslow Township has demonstrated a long standing commitment to voluntarily comply with its Mount Laurel obligations in accordance with the Fair Housing Act. Winslow Township's involvement with affordable housing began on November 6, 1987 whereby the Township received First Round certification with a pre-certified need of 455 units. For the second round, Winslow Township was granted substantive certification of its Housing Element and Fair Share Plan by the Council on Affordable Housing (COAH) on October 11, 1995. The second round certification granted Winslow Township 4 years of reprieve through 1999 from any Mount Laurel builder's remedy litigation.

COAH introduced third round rules in 2002 and the Governing Body of Winslow Township began preparing its Third Round Housing Element and Fair Share Plan. On December 20, 2005 the Township of Winslow petitioned COAH for substantive certification of its third round plan and received said certification on February 9, 2005. This gave Winslow Township immunity from further builder's remedy litigation until 2012. In response to In the Matter of the Adoption of N.J.A.C. 5:94 and 5:95, 390 N.J. Super. 1, 56 (App. Div. 2007), certfy, denied 192 N.J. 72 (2007), COAH recalculated each municipality's cumulative fair share obligation, resulting in Winslow having a 92 unit rehabilitation share, a 377 unit Prior Round obligation, and a projected growth share obligation of 638 affordable units.

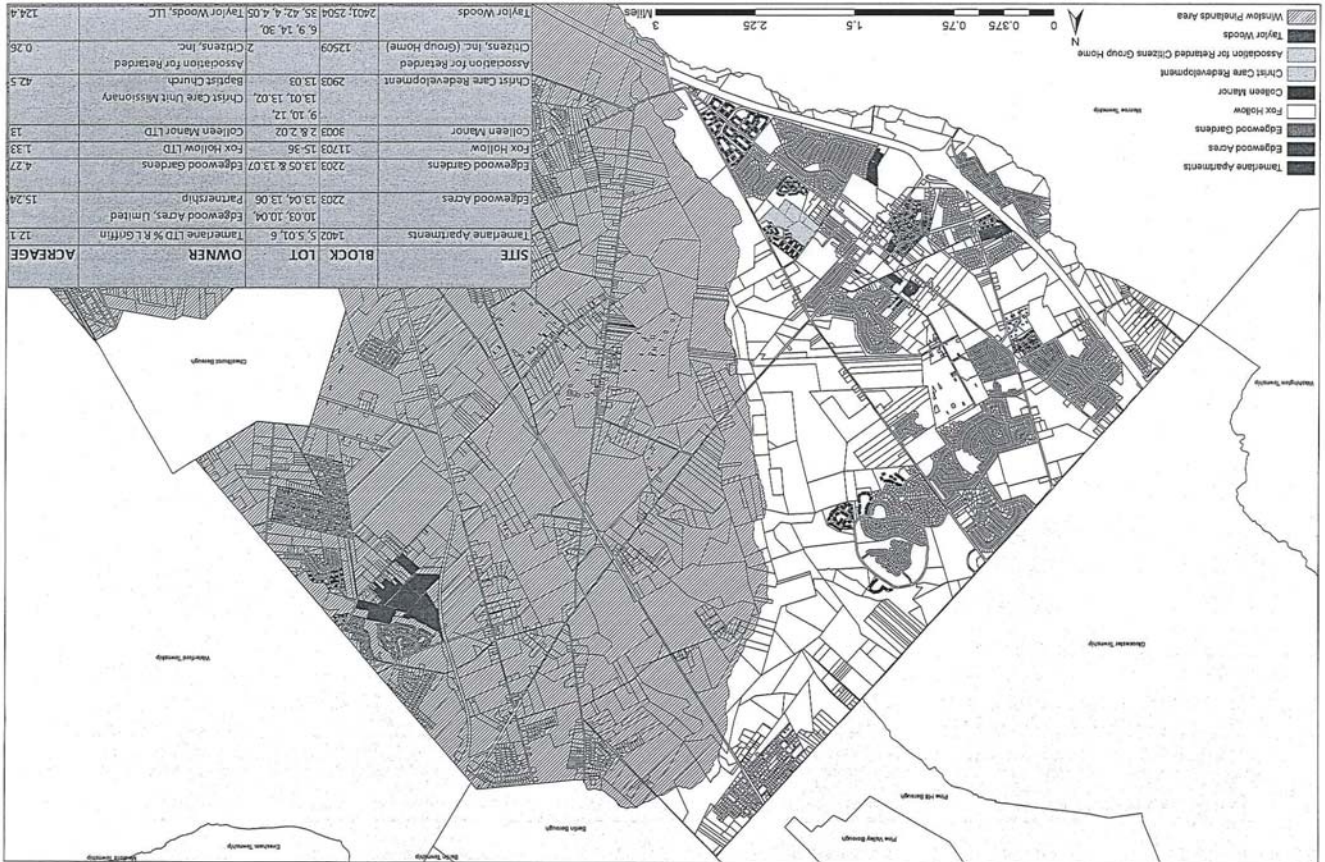
In September of 2008 a resolution was adopted imposing a temporary scarce resource restraint upon Winslow Township. Therefore, Winslow Township had a de facto sewer moratorium in effect since 2004 while assessing the scarce resources and this in turn significantly affected development in Winslow. As part of the scarce resource restraint it was assured that any sewer capacity that may be reserved for inclusionary development would not be lost. It should be noted that many of Winslow's sewer capacity issues have been resolved and a sewer moratorium is no longer in place. However, the moratorium did and may continue to significantly limit growth due to sewer capacity limits in certain areas of the Township which may affect future affordable housing unit construction.

After the changes to the growth share rules, Winslow Township adopted an updated Housing Element and Fair Share Plan on December 18, 2008 and petitioned COAH for third round substantive certification. Unfortunately, the rules were challenged once again and required another update to the plan by the Planning Board on August 12, 2010. Eventually, the third round rules were invalidated which eliminated the possibility of third round certification of the August 12, 2010 Housing Element and Fair Share Plan.

B. Inventory of Housing Stock

Age of Housing Stock

The age of a community's housing stock is considered a means of determining its overall condition and identifying housing units in need of rehabilitation, especially those units constructed 50 or more years ago. The majority of Winslow's housing stock was built between 1970 and 2009. Only 17.5% or 2,652 housing units were built prior to 1959



which means a vast majority of Winslow Township's housing stock is not in need of repair or rehabilitation. However, in the coming years more housing units may begin to deteriorate.

Table 1
Age of Housing Stock

Time of Construction	Number of Units	Percent of Units
Prior to 1939	730	4.8%
1940-1949	272	1.8%
1950-1959	752	5.0%
1960-1969	898	5.9%
1970-1979	4,171	27.5%
1980-1989	3,363	22.1%
1990-1999	2,239	14.7%
2000-2009	2,638	17.4%
2010 or later	124	0.8%
Total	15,187	100.0%

Source: U.S. Census Bureau, 2010-2014 5-Year American Community Survey

Condition of Housing Stock

In addition to age, other factors are taken into consideration to determine the quality and condition of a municipality's housing stock and whether units are substandard. 2014 ACS data is used to estimate the number of substandard housing units in Winslow using the following factors.

- Persons per room is an index of overcrowding. If 1.01 or more persons occupy one room than the unit is considered substandard.
- The adequacy of plumbing facilities is used to determine if a unit is substandard. Inadequate plumbing facilities are indicated by either a lack of exclusive use of plumbing facilities or incomplete plumbing facilities.
- The adequacy of kitchen facilities is also used to determine the quality of a unit and determine if it is substandard. Inadequate kitchen facilities are marked by shared use of a kitchen or the lack of a sink with piped water, a stove, or a refrigerator.

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

Rehabilitation Obligation Mechanism: The Township settled on a rehabilitation obligation of 58 units. Winslow Township will satisfy this obligation through the Camden County Improvement Authority rehabilitation program and its own rehabilitation program.

Prior Round Obligation Mechanisms: The Township of Winslow was assigned a prior round obligation of 377 units. The Township of Winslow created 652 units during that period and those constructed units are eligible for 95 rental bonus credits for a total of 747 credits. This creates a surplus of 370 units to be accredited towards the 1999-2025 Third Round Obligation under the "Other" category.

1999-2015 Gap Period Mechanisms: Under this potential settlement scenario, the 1999-2015 "Gap Period" is included within the third round obligation.

2015-2025 Third Round Obligation Mechanisms: The Township of Winslow has a potential third round obligation of 794 units. The Taylor Woods project and the Christ Care Redevelopment units currently and to be constructed in the near future will provide more than enough affordable units to satisfy Winslow's third round obligation. The Taylor Woods project will provide 37 low and moderate income units and 3 very low income units. The Christ Care redevelopment units will all be 100% affordable. The Township already approved and constructed 94 units in the Christ Care redevelopment area. Nine (9) units of the 94 100% affordable units will be eligible for very low income applicants. The proposed Christ Care Redevelopment units will include 42 townhouse rentals on a portion of Lot 11.01, 70 senior rentals and 39 townhouse rentals on Lot 12, and 32 townhouse family rentals on Lot 10. It is anticipated that all future units on each lot will have a 10% set aside for very low income units for qualified applicants. In total, the proposed Christ Care Redevelopment Units will provide 183 family rental units of which 27 will be very low income units.

Winslow Township may apply all 70 senior rentals towards its third round obligation because the 70 age-restricted units are well below the 175 senior unit cap. The 175 number is also the maximum amount of rental bonuses Winslow Township may apply to its obligation.

In total, the 370 excess credits from the prior round, the 94 already constructed Christ Care family rentals, the proposed 183 Christ Care redevelopment units, and the 40 Taylor Woods units will provide a total of 687 units. Plus the 175 rental bonuses, Winslow Township has 862 credits that can be applied to its third round obligation. Using a third round obligation of 794 units, this creates a surplus of 68 units that may be applied to future affordable housing obligations.

December 1, 2015

Assisted Living										
Extended Affordability Controls										
Other (describe on a separate sheet)										
Smart Growth Bonuses										
Redevelopment Bonuses										
Rental Bonuses										
Total Third Round Credits										
Units Addressing 1999-2015 GAP period										
1999-2025 Third Round Obligation (1)										
<i>Mechanisms (2)</i>										
Vacant Land Adjustment (if applicable)										
Unmet Need										
RDP										
Inclusionary Zoning										
Redevelopment										
100% Affordable										
Accessory Apartments										
Market-to-Affordable										
Supportive & Special Needs/ Alternative Living										
Assisted Living										
Extended Affordability Controls										
Other (describe on a separate sheet)										
Smart Growth Bonuses										
Redevelopment Bonuses										
Rental Bonuses										
Total Third Round Credits	794	558	304	145	142	142	30	862		
Units Addressing 2015-2025 Fair Share	794	464	223	145	142	142	30	687		

TOTALS	#	% OF TOTAL OBLIGATION
LOW/MOD UNITS	969	89.9%
VERY LOW INCOME	80	7.5%
BONUS CREDITS	270	25%
AGE-RESTRICTED	162	15%
NOT AGE-RESTRICTED	807	75%

December 1, 2015

(1) Identify the basis for asserting this number as the municipal obligation.
 (2) Provide a description for each mechanism.

BASIS FOR OBLIGATIONS
 1987-1999 Prior Round Obligation: N.J.A.C. 5:93, N.J.A.C. 5:99 and all interested parties establish a Prior Round Obligation of 377 units for the Township.
 1999-2025 Third Round Obligation: Under this potential settlement scenario, the 1999-2025 third round obligation is 794 units.

Table 2
Housing Characteristics

	Total	Percentage
Number of Persons per Room	155	1.1%
1.01 to 1.50	58	0.4%
1.51 or more		
Plumbing Facilities		
Occupied Units with Complete Plumbing Facilities	13,791	99.8%
Units Lacking Complete Plumbing Facilities	29	0.2%
Kitchen Equipment		
Occupied Units with Complete Kitchen Facilities	13,761	99.6%
Lacking Complete Kitchen Facilities	59	0.4%
TOTAL	13,820	100%

Source: U.S. Census Bureau, 2010-2014 5-Year American Community Survey

As indicated in the table above, Winslow Township has 213 deficient units due to overcrowding, 29 due to lack of complete plumbing facilities, and 59 due to lack of complete kitchen facilities. According to the 2014 ACS, Winslow Township has 301 deficient units.

Purchase or Rental Value of Housing Stock

According to 2014 ACS 5-year estimates, the median value of owner-occupied units in Winslow was \$199,300. A majority of the owner-occupied housing stock was valued between \$100,000 and \$499,999. Table 3 below depicts the value of owner-occupied units in the Township.

Table 3
Value of Owner-occupied Units

Value (\$)	Units	Percentage
Less than 50,000	511	4.7%
50,000-99,999	584	5.4%
100,000-149,999	1,479	13.6%
150,000-199,999	2,899	26.7%
200,000-299,999	3,895	35.8%
300,000-499,999	1,286	11.8%
500,000-999,999	132	1.2%
1,000,000 or more	88	0.8%
Total	11,150	100.0%

Source: U.S. Census Bureau, 2010-2014 5-Year American Community Survey

Table 4
Cost of Rent in Winslow Township

Contract Rent Specified	Units
Less than \$499	286
\$500-\$749	295
\$750-\$999	347
\$1,000 or more	1,909
Total	2,837

Source: U.S. Census Bureau, 2010-2014 5-Year American Community Survey

**SUMMARY OF PLAN
FOR
TOTAL FAIR SHARE OBLIGATION**

MUNICIPALITY: Winslow Township

COUNTY: Camden County

REHABILITATION SHARE (per 2010 Census)

	EST. OBLIG.	COMPLETED UNITS	PROPOSED UNITS	LOW	MOD	VERY LOW	TOTAL UNITS
Rehabilitation Share (per 2010 Census)	58	0	58				58
Rehabilitation Credits		0	58				58
Rehab Program(s)		0	58				58
Remaining Rehabilitation Share	58	0	58				58
1987-1999 Prior Round Obligation (1)							
Vacant Land Adjustment (if applicable)	377						
Unmet Need	N/A						
RDP	N/A						
Mechanisms (2)							
Prior Cycle Credits (4/1/80-12/31/86)	0	0	0				0
Credits without Controls	0	0	0				0
Inclusionary Zoning	555	0	375	130	50	0	555
100% Affordable	92	0	46	46	0	0	92
Accessory Apartments	0	0	0				0
Write Down-Buy Down/Market-to-Affordable	0	0	0				0
Alternative Living/Supportive & Special Needs	5	0	5	0	0	0	5
Assisted Living	0	0	0				0
RCA Units (previously approved)	0	0	0				0
Compliance Bonus	0	0	0				0
Rental Bonuses	95	0	0				95
Total Prior Round Credits	377	747	0				747
Units Addressing 1987-1999 Prior Round	377	652	0	426	176	50	652
1999-2015 GAP Period Estimate (1)							
Mechanisms (2)	N/A						
Vacant Land Adjustment (if applicable)							
Unmet Need							
RDP							
Inclusionary Zoning							
Redevelopment							
100% Affordable							
Accessory Apartments							
Market-to-Affordable							
Supportive & Special Needs/ Alternative Living							

A total of 2,837 occupied units were paying rent and 104 units are not paying any rent. A majority of units paid \$1,000 or more for rent each month.

Occupancy Characteristics and Types of Housing Units

According to the 2014 ACS 5-year estimates, Winslow Township had 13,820 occupied housing units, with 78.7% being owner-occupied and 21.3% being renter-occupied. There were 1,367 vacant units of the total 15,187 housing units in Winslow Township.

As depicted in Table 5 below, 69.6 percent of the housing stock consists of single-family detached housing. The balance of housing within the Township is comprised of 1-unit attached (15.3%), multi-family units (13.5%), and mobile homes (1.6%).

Housing Units in Structure	Number	Percent of Total Units
1-Unit Detached	10,567	69.6%
1-Unit Attached	2,325	15.3%
2 Units	367	2.4%
3 or 4 Units	313	2.1%
5 to 9 Units	325	2.1%
10 to 19 Units	456	3.0%
20 Units or more	587	3.9%
Mobile Home	247	1.6%
Other	0	0.0%
Total	15,187	100.0%

Source: U.S. Census Bureau, 2010-2014 5-Year American Community Survey

Units Affordable to Low and Moderate Income Households

N.J.A.C. 5:93 defines low-income households as those households earning less than or equal to 50 percent of the median gross household income for households of the same size within the housing region in which the housing is located and defines moderate income households as those households earning more than 50 percent but less than 80 percent of the regional median household income. This definition is derived from the U.S. Department of Housing and Urban Development (HUD). A sliding scale based on household size has been developed to establish income limits for low- and moderate income households. This sliding scale establishes income limits for households of one up to households of eight. Table 6 provides 2014 Regional Income Limits for Region 3.

	1 Person	2 Person	3 Person	4 Person	5 Person
Moderate	\$45,640	\$52,160	\$58,680	\$65,200	\$70,416
Low	\$28,525	\$32,600	\$36,675	\$40,750	\$44,010
Very Low	\$17,115	\$19,560	\$22,005	\$24,450	\$26,406

Source: NJ Council on Affordable Housing 2014 Affordable Housing Regional Income Limits

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

Table 6
 Monthly Owner Cost as a Percentage of Household Income in

Percentage of Income	Number	Percent of Total
Less than 20%	2,203	26.1%
20% to 24.9%	1,281	15.2%
25% to 29.9%	1,246	14.8%
30% to 34.9%	678	8.0%
35% or more	3,037	36.0%
TOTAL	8,445	100%

Source: U.S. Census Bureau, 2010-2014 5-Year American Community Survey

Table 7
 Gross Rent as a Percentage of Household Income in 2013

Percentage of Income	Number	Percent of Total
Less than 15%	155	5.5%
15% to 19.9%	354	12.5%
20% to 24.9%	319	11.3%
25% to 29.9%	220	7.8%
30% to 34.9%	263	9.3%
35% or more	1,516	53.6%
TOTAL	2,827	100%

Source: U.S. Census Bureau, 2010-2014 5-Year American Community Survey

C. Projected Housing Stock

According to New Jersey Department of Community Affairs, Winslow Township has issued building permits for a total of 2,528 for single family housing units, two to four family housing units, and mixed use housing units during the time period from 2000-2015. It should be noted that the 2015 data is only current through March of 2015.

Using New Jersey Department of Community Affairs demolition data for the same period, the Township of Winslow approved 283 demolition permits. This brings the total number of housing units added between the year 2000 and 2015 to 2,245. As evident in the table below, the number of housing units added has drastically lowered to zero in the last 5 years. The building and demolition permit information is depicted within Table 8 below.

Table 8
Dwelling Units Authorized

Year	Residential Building Permits Issued	Residential Demolitions*	Total Added
2000	74	4	70
2001	67	3	64
2002	104	19	85
2003	482	27	455
2004	592	27	565
2005	485	15	470
2006	373	22	351
2007	149	21	128
2008	116	16	100
2009	33	9	24
2010	31	112	-81
2011	21	8	13
2012	1	0	1
2013	0	0	0
2014	0	0	0
2015	0	0	0
Total	2,528	283	2,245

Source: Both Building Permit and Demolition data obtained from the New Jersey Department of Community Affairs, Division of Codes and Standards website; Accessed on May 2016.

D. Municipality's Demographic Characteristics

As illustrated in Table 9 below, the population of Winslow Township grew steadily from 1950 to 1990, with its greatest percent change of 79.2 percent occurring during the time period between 1950 and 1960. The U.S. Census data demonstrates that the Township's population for the year 2010 was 39,499. The majority of Winslow's growth occurred between 1980 and 1990 which added over 10,000 residents. The Delaware Valley Regional Planning Commission (DVRPC) conducted population projections for its jurisdiction which included Winslow Township. The projections were calculated and estimated in January 2012. The projected population for the Township of Winslow in 2020 is 40,409. The projections show that Winslow Township will keep growing at a steady pace through 2040. DVRPC's projections show a population percent change of 12.6% between 2010 and 2040. Population density is a measure of the number of people residing within a given land area. As the table shows, Winslow is of medium density given the amount of land area the Township occupies. The table below displays Winslow Township's population characteristics and projections.

RESOLUTION APPOINTING COLLECTOR OF MUNICIPAL UTILITIES; W.T.M.U.D. COMMISSION; PUBLIC WORKS COORDINATOR; MUNICIPAL SAFETY COORDINATOR; TOWNSHIP/POLICE PHYSICIANS; INSURANCE RELATED POSITIONS; SENIOR CITIZENS COORDINATOR; AUTHORITY TO OPEN BIDS; TAX SEARCH CLERK; ALTERNATE TAX SEARCH CLERK; PRIVACY OFFICER (HIPPA); COAH MUNICIPAL HOUSING LIAISON; PUBLIC COMPLIANCE OFFICER; COURT PROSECUTOR; AND DEPUTY MUNICIPAL CLERK

BE IT RESOLVED by the Mayor and Township Committee of the Township of Winslow the following persons be and they are hereby appointed to the positions/title indicated for the fiscal year 2016:

<u>APPOINTEE</u>	<u>POSITION/TITLE</u>
Joseph Gallagher	Municipal Member, Camden County Joint Insurance Fund (CCJIF)
Annette Quarterman	Alternate Member CCJIF
Edward McGlinchey	Municipal Safety Coordinator
Edward McGlinchey	Public Works Coordinator
Constance Hegyi	Collector of Municipal Utilities
Mayor and Township Committee	W.T.M.U.D. Commission
Dr. Stephen Nurkiewicz	Township/Police Physician
Dr. Ralph V. Franciosi	Township/Police Physician
Dr. Nicholas DeMaria	Township/Police Physician
Dr. Nicholas Palladino	Township/Police Physician
Dr. Joseph Conti	Township/Police Physician
Dr. Gary Brattelli	Township/Police Physician
Dr. Gregory Pearson	Township/Police Physician
Dr. David Hassman	Township/Police Physician
Dr. Sean Goudsward	Township/Police Physician
Betty McDaniel	Senior Citizens Coordinator
Jennifer L. Conway, Purchasing Agent	Authority to Open Bids
Linda Ziennker, Assistant Tax Coll.	Public Compliance Officer
Constance Hegyi, Tax Collector	Tax Search Clerk
Annette Quarterman	Alternate Tax Search Clerk
Donna Sigel Platt, Esquire	Privacy Officer (HIPPA)
Lisa L. Dority	Court Prosecutor
Barbara Householder	Deputy Municipal Clerk
	COAH Municipal Housing Liaison

ADOPTED: JANUARY 2, 2016

Deborah A. Iannaco
DEBORAH A. IANNAO, RMC, Municipal Clerk

BARRY M. WRIGHT
BARRY M. WRIGHT, MAYOR

Scan ✓
Date 2/16/16
Initials MB

R-2016-007

**EXHIBIT B
COMPENSATION AND METHOD OF PAYMENT**

Attached to and made a part of the Agreement dated made _____ 2015 between TRIAD ASSOCIATES ("Consultant"), and TOWNSHIP OF WINSLOW, ("Principal").

COMPENSATION: The Principal shall provide compensation for services provided in accordance with Exhibit A as follows:

- a. **Administrative Agent Services: Monitoring Services**
Provide Project Monitoring Services to ensure the affordable units (that are currently included in the Principal's Fair Share Plan) are being administered in accordance with the recorded LIHTC Deed of Easements and Restrictive Covenants, thus allowing continued COAH credit for the Township.
Consultant will be paid on an hourly basis for the provision of Monitoring Services in accordance with the Scope of Services in Exhibit A. The hourly fee shall be \$135 per hour.
Source of funds for payment: Township of Winslow

METHOD OF PAYMENT

- a. **Administrative Agent Services: Monitoring Services**
Consultant shall submit monthly invoices commensurate with the level of work completed.
- b. Principal shall pay invoices within 30 days after receipt.

OVERNIGHT DELIVERY SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

This includes all expenses for which the Consultant will seek reimbursement for the tasks as outlined in this Agreement.

**Table 9
Winslow Township Population Characteristics 1930-2040
(Projected)**

Year	Population	Percent Change	Population Density*
1930	4,744	-	82.1
1940	4,866	2.8%	84.2
1950	5,102	4.8%	88.3
1960	9,142	79.2%	158.2
1970	11,202	22.5%	193.9
1980	20,034	78.8%	346.7
1990	30,087	50.2%	520.7
2000	34,611	15%	599
2010	39,499	14.1%	683.6
2020**	40,409	1.7%	699.3
2030**	43,580	7.8%	754.2
2040**	44,490	2.1%	770

*Population Density displayed as residents per square mile
** Population Projections from Delaware Valley Regional Planning Commission
Sources: U.S. Census Bureau ; Delaware Valley Regional Planning Commission.

As illustrated within Table 10, the age cohort breakdown of Winslow Township is quite similar to Camden County. In addition, the residents of Winslow Township and the residents of Camden County are very close in median age. A breakdown of population by age for the Township and the County is provided below:

**Table 10
Population Comparison by Age**

Age	Winslow Township	Camden County
Under 5	7.0%	6.5%
5 to 19	21.3%	20.5%
20 to 24	5.6%	6.3%
25 to 44	28.1%	26.7%
45 to 64	26.4%	27.2%
Over 65	10.6%	12.8%
Total	100.00%	100.00%
Median Age	37.3	37.9

Source: U.S. Census Bureau, 2010 Decennial Census

According to the 2014 ACS the median household income in Winslow Township was \$69,312. This was more than median income for Camden County, which was \$61,842. A distribution of households by income for Winslow Township and Camden County is presented within Table 11, Households by Income in 2014, below.

EXHIBIT A
DESCRIPTION OF THE PROJECT AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated made _____ 2015 between TRIAD ASSOCIATES ("Consultant"), and TOWNSHIP OF WINSLOW, ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

1. The Consultant, upon the request of the Principal, shall assist the Principal to perform the duties and responsibilities of an administrative agent as are governed by the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et seq., (the Act) and Section 5:80-26.1 et seq. of the regulations promulgated there under (the Rules), which include:

a. Provide Project Monitoring Services to ensure the following affordable units (that are currently included in the Principal's Fair Share Plan) are being administered in accordance with the recorded LIHTC Deed of Easements and Restrictive Covenants, thus allowing continued COAH credit for the Township:

- i. Christ Care Senior Rentals I
400 Grimes Road (Built 2003) - 96 LIHTC Apartments
- ii. Christ Care Family Rentals (aka Winslow Cross Creek Family Apartments)
Phase One - 45 LIHTC Apartments
242 Sickleville Road, Winslow Township
- iii. Christ Care Family Rentals (aka Winslow Cross Creek Family Apartments);
Phase Two - 49 LIHTC Apartments; Block 2903, Lot No. 13.01
- iv. Christ Care Senior Rentals II - 91 LIHTC Apartments
- v. FmHA Section 515 Rental Housing (394 units)

b. Upon completion of the Project Monitoring, Triad Associates will deliver to the Township a written report summarizing:

- i. The number of affordable units and the income limit requirements for each unit
- ii. The Affirmative Marketing Process followed for renting vacant units and the current vacancy rate
- iii. Additional unit information required for input into the COAH CTM database
- iv. A file for each of the above listed developments including copies of the Deed of Easements, COAH CTM reports, and Unit Summaries

2. The provisions of all services by the Consultant under this Agreement shall be consistent with the Township's Housing Element, Fair Share Plan and Spending Plan.



Table 11
Households by Income in 2014

Income (\$)	Winslow Township	Camden County
Less than \$10,000	669	13,548
\$10,000-\$14,999	510	8,993
\$15,000-\$24,999	1,161	17,557
\$25,000-\$34,999	1,003	15,808
\$35,000-\$49,999	1,537	21,690
\$50,000-\$74,999	2,512	31,558
\$75,000-\$99,999	2,049	24,867
\$100,000-\$149,999	2,799	30,724
\$150,000-\$199,999	967	12,528
\$200,000 or more	613	9,848
Median Household Income	\$69,312	\$61,842

Source: U.S. Census Bureau, 2010-2014 5-Year American Community Survey

As per the 2014 ACS, the average household size in Winslow Township is 2.78 persons per household. The distribution of household types is illustrated within Table 12, Household by Types below.

Table 12
Households by Type

Household Type	Number
Total households	13,820
Family households (families)	10,020
With own children under 18 years	4,856
Married-couple family	6,985
With own children under 18 years	3,237
Female householder, no husband present	2,231
Male householder, no wife present	804
Nonfamily households	3,800
Householder living alone	3,165
Householder 65 years and over	1,299

Source: U.S. Census Bureau, 2010-2014 5-Year American Community Survey

E. Employment Characteristics

The 2014 ACS reports on work activity of residents 16 years and older. A total of 18,509 residents were 16 years and older. As indicated in Table 13, only 6.2 percent of workers are self-employed in incorporated or non-incorporated businesses and the majority of workers (78.6%) work within the private sector including non-profit workers.

Table 13
Classification of Workers

Class	Winslow Township	Percentage of Workers
Private Wage and Salary	14,548	78.6%
Government Workers	2,813	15.2%
Self Employed	1,148	6.2%
TOTAL	18,509	100%

The Consultant and Principal executed this Agreement as of the date first above written.

For TRIAD-ASSOCIATES



Michael Zumpino
 Chairman/CEO

Date: January 20, 2015

For TOWNSHIP OF WINSLOW

By: Barry Wright
 Mayor

Date:

*State, County or Municipal Governments or Agencies:

I am the Chief Financial Officer for the Principal and I certify that funds are available and set aside to pay for the services under this Agreement.

Date

Signature

Print Name & Title



An analysis of the employees (over the age of 16) by economic sector indicates that Winslow workers were involved in a broad array of economic sectors. As depicted below, the highest concentration of workers at 29.4 percent of the total workforce was in educational, health, and social services, which was followed by retail trade at 11.7 percent of the work force.

Table 14 Workforce by Sector		
Sector	Employees	Percentage of Workforce
Agriculture, Forestry, Fisheries & Mining	18	0.1
Construction	1,123	6.1
Manufacturing	1,221	6.6
Wholesale Trade	431	2.3
Retail Trade	2,157	11.7
Transportation, Warehousing and Utilities	1,330	7.2
Information	446	2.4
Finance, Insurance & Real Estate	1,439	7.8
Professional, Scientific, Management, Administrative, and Waste Management Services	1,735	9.4
Educational, Health and Social Services	5,446	29.4
Arts, Entertainment, Recreation, Accommodation and Food Services	1,394	7.5
Other Services	922	5.0
Public Administration	847	4.6

The workforce occupation characteristics in Winslow Township were compared with that of Camden County. As indicated in Table 15, the occupation characteristics of the Township's residents compare closely with that of workers residing in the County. The Township maintained a slightly higher percentage in Education, Health, and Social services than that at the County level. The County, however, had a higher percentage of jobs in several industries. Both the Township and County Occupational Characteristics are summarized below.

17. In the event that the Principal is a county or municipal government, or county or municipally created entity, the chief financial officer of the government entity shall certify that the funds are available to pay the compensation of this Agreement.
18. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit.
19. All subsequent modifications or amendments to this Agreement shall be attached to this Agreement as the next lettered Exhibit. In the event that the Principal is the state, county or municipal government, or a state, county or municipally created entity, a resolution approving the amendment or modification to this Agreement from the governing body shall be attached to this Agreement as the next lettered Exhibit. The chief financial officer of the applicable government entity shall also certify that funds are available to pay the compensation required by the modification or amendment to this Agreement.
20. Failure of Consultant to enforce any provision of this Agreement is not a waiver by Consultant of that provision in the Agreement.
21. Notices and payments pursuant to this Agreement shall be given in writing by ordinary mail to the parties of the following addresses:

To the Consultant:	To the Principal(s):
TRIAD ASSOCIATES 1301 W. Forest Grove Road Vineland, New Jersey 08360 Attention: Michael Zumplino Chairman/CEO	TOWNSHIP OF WINSLOW 125 South Route 73 Braddock, New Jersey 08037 Attention: Joseph Gallagher, MPA Township Administrator

- or to such other address as the parties may hereafter designate by notice given in accordance with the terms of this Paragraph. Notice or payments sent through courier service, or private overnight delivery service also comply with the terms of this paragraph.
22. Insurance: Consultant shall provide a Certificate of Insurance naming the Township of Winslow as and additional insured in coverage amounts acceptable to the Township.
23. Indemnification: Consultant agrees to indemnify and hold harmless, the Township, its officials, agents, servants and employees, against and from all suits and costs of every type and description, to include attorney's fees, and from all damages to which the Township or any of its officials, agents, servants and employees may be put by reason of injury to person or property of others from carelessness in the performance of said work, or through the negligence of the Consultant or through any act or omission on the part of the Consultant, or its officers, agents, servants and employees.

Sector	Winslow Township (Percentage)	Camden County (Percentage)
Agriculture, Forestry, Fisheries & Mining	0.1	0.2
Construction	6.1	5.3
Manufacturing	6.6	7.4
Wholesale Trade	2.3	3.1
Retail Trade	11.7	12.5
Transportation, Warehousing and Utilities	7.2	5.8
Information	2.4	2.1
Finance, Insurance & Real Estate	7.8	7.3
Professional, Scientific, Management, Administrative, and Waste Management Services	9.4	11.6
Educational, Health and Social Services	29.4	27.2
Arts, Entertainment, Recreation, Accommodation and Food Services	7.5	8.3
Other Services	5.0	4.5
Public Administration	4.6	4.7

In addition, in order to understand what implications this employment data has for the Township and understand what the employment field and area trends are for Winslow Township and Camden County, the New Jersey Department of Labor ("NJIDOL") has prepared projections, which analyze the expected increase or decrease in a particular employment sector by the year 2022. This data has been summarized and is illustrated within Table 16, below.

acceptable in accordance with industry standards, Principal has the right to terminate the Agreement by providing the Consultant with written notification of said termination. Consultant reserves the right to terminate this Agreement at any time by providing Principal with 30 days written notice.

6. This Agreement constitutes the entire Agreement between parties and supersedes all prior or contemporaneous agreements and understandings (either oral or written).
7. No covenant or condition not expressed in this Agreement shall be effective to interpret, change or restrict this Agreement.
8. Except as otherwise provided in this Agreement, no change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on their respective heirs, administrators, executors, personal representatives, successors and assigns.
9. Nothing in this Agreement, expressed or implied, shall be construed to confer upon or to give to any person or entity, other than the Principal and the Consultant, their respective heirs, administrators, executors, personal representatives, successors and assigns, and their respective shareholders, or any of them, any rights or remedies under this Agreement.
10. This Agreement shall be construed and interpreted according to the laws of the STATE OF NEW JERSEY.
11. Consultant shall comply with all federal, state, county and municipal laws, regulations and ordinances applicable to Consultant or the work in the states and municipalities where the work is to be performed.
12. As compensation for the Services to be performed under this Agreement, Principal agrees to pay Consultant and Consultant agrees to accept for the Services, the compensation outlined in "Exhibit B - Compensation and Method of Payment" that is attached and made a part of this Agreement.
13. This contract may not be assigned by the Principal in whole or in part, without the prior written consent of Consultant.
14. Consultant reserves the right to cease performance under this Agreement due to:
 - a. Principal's nonpayment of compensation as required by Exhibit B;
 - b. Principal's failure to pay invoices within 45 days of receipt;
 - c. Failure of Principal to provide information and documentation outlined in Section 1 of the Professional Services Agreements.
15. Except for the non-payment of Consultant's compensation under this Agreement, Principal and Consultant agree to submit any dispute under this Agreement to binding arbitration. Principal and Consultant shall bear their own costs for presentation of their case to the arbitration.
16. Consultant reserves the right to institute legal proceedings to collect unpaid compensation for services rendered under this Agreement.

Table 16
Camden County Projected Employment

Industry	2012 Estimated Employment	2022 Projected Employment	Numeric Change	Outlook
Self-employed	13,100	12,900	-250	Stable
Unpaid Family Workers	150	100	-50	Stable
Goods Producing	20,550	21,850	1,300	Growing
Construction	7,000	8,900	1,900	Growing
Services Providing	181,850	191,850	10,000	Growing
Trade, Transportation, and Utilities	39,100	40,800	1,700	Growing
Information	2,850	2,350	-500	Declining
Financial Activities	8,200	8,250	50	Stable
Professional and Business Services	30,850	32,250	1,350	Growing
Education and Health Services	62,250	69,700	7,450	Growing
Leisure and Hospitality	17,200	18,800	1,600	Growing
Other Services (except Government)	8,000	8,250	250	Stable
Government	13,400	11,500	-1,900	Declining
Unclassified	13,250	13,000	-250	Stable
Utilities	400	500	100	Stable
Wholesale Trade	8,000	8,400	400	Growing
Retail Trade	23,800	24,600	800	Growing
Transportation and Warehousing	6,900	7,300	450	Growing
Total (All Industries)	215,650	226,700	11,050	Growing

Source: New Jersey Department of Labor and Workforce Development, 2012

As indicated above in Table 15, it is projected that in 2022 employment will increase in almost all of the occupations and overall the economy will grow by 11,050 jobs. Education and Health Services, and Services Providing are anticipated to realize the largest growth increase during the 2012-2022 time period.

PROFESSIONAL SERVICE AGREEMENT

This Professional Service Agreement ("Agreement") made _____, 2015 between TRIAD ADVISORY SERVICES, INC. (trading as TRIAD ASSOCIATES), 1301 W. Forest Grove Road, Vineland, New Jersey 08360 ("Consultant") and TOWNSHIP OF WINSLOW, 125 South Route 73, Braiddock, New Jersey 08037 ("Principal").

The Principal desires to engage the professional services of Consultant as described in "Exhibit A - Description of Project and Scope of Services" (the "Services"), attached and made a part of this Agreement, and

The Consultant is willing to perform the Services for the Principal upon the terms and conditions stated below.

In consideration of the mutual covenants and agreements set forth below, Consultant and Principal agree as follows:

1. The Principal shall provide to the Consultant information and documentation that the Consultant may require to render properly the services provided for in this Agreement. Such information or documentation may include planning, economic and engineering studies, reports or analyses, codes and ordinances, environmental assessments, property appraisals, capital improvement and other development plans and programs, data on housing conditions and current community development activities, maps, correspondence and other pertinent materials.
2. Performance of the Services in a timely manner by Consultant is expressly conditioned upon the furnishing to Consultant by the Principal of information and documentation pursuant to Paragraph 1 of this Agreement and the timely performance of all other obligations required of the Principal in this Agreement. Notwithstanding anything elsewhere to the contrary in this Agreement, the Consultant shall not be responsible for any delays in performance of the Services caused by the failure or delay of the Principal in performance of its obligations under this Agreement, actions or inaction of any governmental agency, or any other cause beyond the control of the Consultant.
3. The Principal and Consultant each agree at all times to exert their best efforts to complete the Services (as described in Exhibit A) in a professional and timely manner.
4. In the event that the Consultant is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the Consultant to the Principal shall be suspended without liability for the period during which the Consultant is so prevented.
5. In the event that the Principal claims that Consultant is in default of this Agreement or has failed to fulfill in a timely and proper manner its obligations under this Agreement, then the Principal agrees that it will not exercise any right or remedy for default unless it shall have first given written notice thereof to Consultant, and Consultant shall have failed, within fifteen (15) days thereafter to actively and diligently, in good faith, proceed with the Contract and the correction of the default. Following the 15-day period, if Consultant has failed to cure default in a manner that is reasonably



FAIR SHARE PLAN

A. Fair Share Obligation Summary

The cumulative 1999-2025 affordable housing obligation for the Township was calculated based upon the rehabilitation share, prior round obligation, and the 1999-2025 obligation. Expert reports prepared by Dr. Kinsey and EConsult used N.J.A.C. 5:93 to calculate Winslow Township's entire fair share obligation. However, it is important to note that a discount on the Township's prospective need calculation has been applied to its 1999-2025 obligation as agreed upon by all interested parties. Winslow Township's affordable housing obligations are summarized within Table 17 below.

Table 17 Cumulative 1987-2025 Affordable Housing Obligations	
Type of Obligation	Units
Rehabilitation Obligation	41
Prior Round Obligation (1987-1999)	377
Third Round Prospective Need (1999-2025)	700*
Cumulative 1987-2025 Obligation	1,118

*An additional 94 credits are part of the third round obligation which will be addressed in the fourth round as described below.

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

B. Rehabilitation Share

Winslow Township has a rehabilitation share of 41 units based upon settlement negotiations with all interested parties. The Township participates in the Camden County Housing Rehabilitation Program and has its own rehabilitation program. The program requires a ten (10) year deed restriction and that an average of \$10,000 be spent per unit. The funding for the Township's own program will come from the Township's developer fee revenues. Winslow Township will continue to rehabilitate units both through its own program and the County's program until the entire rehabilitation obligation is satisfied. Appendix A includes a draft Developer Fee Spending Plan which outlines how the Township's rehabilitation program and other affordable housing programs will be funded and implemented.

C. Prior Round Obligation

The 377 unit Prior Round Obligation for Winslow Township has been met through a number of inclusionary zoning developments that have all been constructed and are currently occupied. The inclusionary zoning developments, as shown in Table 18, provide a total of 747 affordable housing credits. The 747 credits entirely satisfy the

EXHIBIT "A"

Township's prior round obligation and contribute 370 credits towards the Third Round Obligation.

Bonus Credit Limitations

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

Age-Restricted

Per N.J.A.C. 5:93-5.14, a municipality may age restrict housing based on the following formula. Winslow Township has previously received substantive certification and is not seeking a vacant land adjustment. Therefore, the appropriate formula to determine the number of age-restricted units allowed for Winslow Township's prior round is 0.25(municipal pre-credited need - prior cycle credits - credits pursuant to N.J.A.C. 5:93-3.4 (rehabilitation credits) - the impact of the 20 percent cap - the impact of the 1,000 unit limitation). Applying the formula yields the following:

$$0.25 * (377 - 0 - 0 - 0) = 94$$

Winslow Township can produce a maximum of 94 age-restricted affordable housing units for the Prior Round Obligation.

Rental Obligation and Rental Bonus Credits

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

$$0.25 * (377 - 0 - 0 - 0) = 95$$

Winslow Township must provide a minimum of 95 affordable rental units for the Prior Round Obligation. The minimum of 95 affordable rental units also acts as the maximum number of rental bonus credits Winslow Township is eligible to put towards its Prior Round Obligation. "A municipality shall receive two units (2.0) of credit for rental units available to the public, but no rental bonuses shall be granted for rental units in excess of the rental obligation". Winslow Township will contribute 652 rental units, including 92 credits which are senior rental units, towards the Prior Round Obligation. Of the 652 rental units, 95 units can contribute rental bonus credits for a total of 747 affordable housing credits. This completely satisfies the Prior Round Obligation and provides 370 surplus units towards the Third Round Obligation.

Inclusionary Zoning Project Descriptions

Tamerlane Apartments

Tamerlane Apartments is located on Block 1402 Lots 5, 5.01, and 6 at 501 Chews Landing Road, Sicklerville, NJ. It has 195 affordable units of which 50 are very low income units, 129 are low income units, and 16 are moderate income units. This site occupies 12.1 acres and has access from Chews Landing Road. Affordability controls on all 195 affordable units allow Winslow Township to be eligible for 195 affordable housing credits towards its prior round obligation. Additionally, 95 of the rental units are eligible for rental bonus credits. Therefore, Tamerlane Apartments provides Winslow Township with 290 affordable housing credits towards the prior round obligation.

Edgewood Acres

Edgewood Acres is a 15.24 acre site located at Block 2203 Lots 10.03, 10.04, 13.04, and 13.06 with an address of 439 Church Road Winslow, NJ. It has a total of 152 affordable units of which 148 are low income units and 4 are moderate income units. Affordability controls on all 152 units allow the Township to contribute the 152 Edgewood Acres credits towards its prior round obligation.

Edgewood Gardens

Edgewood Gardens is located on Block 2203 Lots 13.05 and 13.07 which is a 4.27 acre site that is adjacent to Edgewood Acres. The site's address is 439 Church Road which provides the site access. It has a total of 70 affordable units of which 30 are low income units and 40 are moderate income units. Affordability controls on all 70 Edgewood Garden units allow the Township to provide 70 affordable housing credits towards its prior round obligation.

Fox Hollow

Fox Hollow is an affordable housing development located on Block 11703 Lots 15 through 36. The affordable units occupy a total area of 1.37 acres and have addresses of 15 Desmond Run through 36 Desmond Run. Access to the site is provided by Desmond Run which intersects with Sickler Avenue. Fox Hollow has 22 affordable units of which 19 are low income units and 3 are moderate income units. Fox Hollow is eligible for 22 affordable credits which Winslow Township can apply towards its prior round obligation.

Colleen Manor

Colleen Manor is located on Block 3003 Lots 2 and 2.02 which is approximately 13 acres in size. The site's address is 10 Powell Drive Winslow, NJ. Access is provided to the development through Powell Drive which intersects with Four Mile Branch Road. Colleen Manor has a total of 116 affordable units of which 49 are low income units and

any other documents necessary to effectuate the intent and purpose of the Professional Services Agreement and this Resolution;

BE IT FURTHER RESOLVED, that the contract awarded herein is exempt from public bidding in that the amount is less than the threshold as provided for in N.J.S.A. 40A:11-3;

BE IT FURTHER RESOLVED, that Resolution No. R-2014-455 is revoked to the extent that it is inconsistent with this Resolution; and

BE IT FURTHER RESOLVED, that a notice of the award of this contract shall be advertised in the official newspaper of the Township within ten (10) days from the date hereof.

Adopted: February 10, 2015


DEBORAH A. IANNAO, RMC,
MUNICIPAL CLERK


BARRY WAIGHT, MAYOR

Certified to be a true copy of a Resolution adopted by the Mayor and Township Committee of the Township of Winslow at a regularly scheduled meeting on February 10, 2015 at the Winslow Township Municipal Building.

DEBORAH A. IANNAO, RMC
MUNICIPAL CLERK

Dated:

t:\deborah\pds\winslow\res95\stmad-monitoring_services.docx

WHEREAS, since the adoption of Resolution No. R-2014-455, the developer of the Taylor Woods project, which includes 40 affordable housing units, will be contracting at its own expense with TRIAD as its administrative agent;

WHEREAS, based upon the foregoing, it has been determined that the Township will need to contract with TRIAD to provide monitoring services rather than administrative agent services for affordable housing projects in the Township including Christ Care Senior Rentals I (96 affordable apartments constructed in 2003), Christ Care Senior Rentals II (91 affordable units to be constructed), Winslow Cross Creek Phases I and II (94 affordable units) and FmHA Section 515 rental housing (394 units already constructed) for the purpose of assuring compliance with Winslow Township affordable housing plan and COAH's rules and regulations ("Monitoring Services");

WHEREAS, TRIAD has submitted a proposal entitled, "Professional Services Agreement" outlining its Monitoring Services to be provided to the Township attached hereto as Exhibit "A";

WHEREAS, the Mayor and Township Committee have determined that it is necessary and in the best interest of the Township and its residents to retain the services of TRIAD to undertake and perform the Monitoring Services set forth above; and

WHEREAS, the Township's CFO has certified that funds are available for this purpose.
NOW THEREFORE BE IT RESOLVED by the Mayor and Township of Committee of the Township of Winslow, County of Camden and State of New Jersey, that the proposal for professional services between the Township and Triad Advisory Services, Inc. is hereby authorized and approved;

BE IT FURTHER RESOLVED that the Mayor of the Township of Winslow is hereby authorized to execute the Professional Services Agreement on behalf of the Township and sign

67 are moderate income units. Therefore, Colleen Manor allows Winslow Township to apply 116 affordable credits towards its prior round obligation.

Christ Care Redevelopment

Christ Care Unit Missionary Baptist Church developed Block 2903 Lot 9, 11.01, and 13. 92 senior affordable rental units were constructed on Lot 9, 57 townhouse family rentals on Lot 13, and 37 Townhouse Rentals on a portion of Lot 11.01. All units in the Christ Care Redevelopment Area are 100% affordable. The redevelopment area is located on Grimes Road which provides the site access to Andrews Road. The affordable units are part of an overall redevelopment plan that includes surrounding lots in Block 2903. These redevelopment projects will be described under the third round project descriptions. The 92 senior affordable units within Christ Care Redevelopment will be counted towards the Township's prior round obligation. The remaining 94 townhouse rentals will be applied to the third round.

Association for Retarded Citizens, Inc.

This is a group home located on Block 12509 Lot 2. The address is 10 Brandon Court Sicklerville, NJ. The group home includes 5 low income units for those with special needs. Therefore the 10 Brandon Court Group Home is eligible for 5 affordable housing credits. This group home was included in the Township's prior round substantive certification and all relevant documentation is on file with COAH.

Summary

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

Table 18 Winslow Township Prior Round Obligation		
Prior Round Total Obligation	Affordable Credits & Units	377
Project		Project Type
Tamerlane	290	Family Rental
Edgewood Acres	152	Family Rental
Edgewood Gardens	70	Family Rental
Fox Hollow	22	Family Rental
Colleen Manor	116	Family Rental
Christ Care Redevelopment	92	100% Affordable & Senior Rental
Association for Retarded Citizens, Inc.	5	Supportive Group Home
Total Credits and Units		747
Excess Credits		370

D. Third Round 1999-2025 Obligation

The Township has a Third Round Prospective Need obligation of 794 units for the period from 1999 to 2025. This obligation was derived from the mediation process between Winslow Township and Fair-Share Housing Center. As of May 17, 2016, Fair Share Housing Center's expert, Dr. Kinsey, calculated in his report titled "New Jersey Fair Share Housing Obligations For 1999-2025 (Third Round) Under Mount Laurel IV" a third round (1999-2025) obligation of 1,872 units. Alternatively, The Township hired EConsult as its affordable housing expert. EConsult prepared a report on May 16, 2016 titled "New Jersey Affordable Housing Need and Obligations" which calculated a capped third round obligation (2015-2025) of 260 units. EConsult argues there is no gap period obligation and does not calculate an obligation for that period. During the mediation process, a third round obligation (1999-2025) of 794 units was agreed upon with the stipulation that 94 units of that obligation may be addressed during the fourth round (2025-2035). This fourth round obligation may be subject to change based upon the rules, regulations, or other legal requirements governing the fourth round as they are decided in the future. Additionally, the settlement agreement entered into between all parties will add further conditions to the Township that may result in a third round obligation reduction. This plan is subject to change based upon said conditions of the settlement agreement.

Winslow Township will satisfy its third round obligation through constructed and proposed Christ Care Redevelopment affordable units, the approved Taylor Woods development, rental bonus credits, and the 370 surplus units from the Prior Round. A sufficient amount of excess credits will be available to satisfy the 94 unit obligation to be moved to the fourth round. A copy of the latest Christ Care Redevelopment Plan that will permit the construction of new affordable units is included in Appendix B. In total, Winslow Township contributes 862 credits towards its Third Round Obligation. This entirely satisfies the Third Round Obligation and creates a surplus of 162 affordable housing credits, of which 94 credits will be deducted, that may be attributed to any future affordable housing obligation.

Bonus Credit Limitations

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

Age-Restricted

Per N.J.A.C. 5:93-5.14, a municipality may age restrict housing based on the following formula. Winslow Township received substantive certification and is not seeking a vacant land adjustment. Therefore, the appropriate formula to determine the number of age-restricted units allowed for Winslow Township's third round is 0.25(municipal pre-credited need - prior cycle credits - credits pursuant to N.J.A.C. 5:93-3.4 (rehabilitation credits) - the impact of the 20 percent cap - the impact of the 1,000 unit limitation). Applying the formula yields the following:

TOWNSHIP OF WINSLOW COUNTY OF CAMDEN STATE OF NEW JERSEY

RESOLUTION AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP AND TRIAD ADVISORY SERVICES, INC. FOR ADMINISTRATIVE AGENT MONITORING SERVICES IN CONNECTION WITH WINSLOW TOWNSHIP'S HOUSING ELEMENT AND FAIR SHARE PLAN

WHEREAS, while there is uncertainty as to Winslow Township's Third Round Share of affordable housing due to numerous court challenges and litigations over the past several years, nevertheless, Winslow Township continues to address its Third Round Fair Share obligations as are required under *Mount Laurel* doctrine and the Fair Housing Act;

WHEREAS, there are a number of projects being constructed or which have been constructed which contain units that are set aside for individuals who qualify for affordable housing in the State of New Jersey under regulations promulgated by the New Jersey Council on Affordable Housing ("COAH");

WHEREAS, Triad Advisory Services, Inc. ("TRIAD") is a New Jersey limited liability company with extensive experience in providing affordable housing consulting services;

WHEREAS, the Township previously authorized a Professional Services Agreement with TRIAD to administer its rehabilitation program as well as to act as administrative agent to assist with the oversight of certain affordable housing projects in the Township as set forth in Resolutions No. R-2014-455;

WHEREAS, since the adoption of Resolution No. R-2014-455, it has been determined that the Christ Care project for 94 affordable housing units known as Winslow Cross Creek Phases 1 and 2 does not need an assigned administrative agent per the UHAC guidelines since it is already being monitored through the tax credit regulations;

R-2015-091

Scan ✓

Date 5/26/15

Initials MRS

$$0.25*(700 - 0 - 0 - 0 - 0) = 175$$

Winslow Township can produce a maximum of 175 age-restricted affordable housing units for the Third Round Obligation.

Rental Obligation and Rental Bonus Credits

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

$$0.25*(700 - 0 - 0 - 0) = 175$$

Winslow Township must provide a minimum of 175 affordable rental units for the Third Round Obligation. The minimum of affordable rental units also acts as the maximum number of rental bonus credits Winslow Township is eligible to put towards its Third Round Obligation. "A municipality shall receive two units (2.0) of credit for rental units available to the public, but no rental bonuses shall be granted for rental units in excess of the rental obligation". Winslow Township will provide 317 rental units for the Third Round Obligation. The 317 rental units can contribute a maximum of 175 rental bonus credits. Therefore Winslow Township will satisfy the rental obligation and not exceed the age-restricted limitation for its Third Round Obligation.

Inclusionary Zoning Project Descriptions

Christ Care Redevelopment

The Christ Care Redevelopment Area consists of several lots within Block 2903 located off of Andrews Road near the intersection of Andrews Road and Sicklerville Road. All units in the redevelopment area are 100% affordable and consist of both senior rental units and family rental units in the form of townhouses. Currently there are 92 senior rental units already developed and occupied that count towards the prior round. Recently constructed units totaling 94 townhouse rentals were completed on Lots 11.01 and 13 and count towards the third round. 9 of these units are proposed to be very low income units. All 94 townhouse rentals that are under construction are eligible for 94 rental bonus credits.

Finally, an additional 183 units are proposed to be constructed on Lots 10, 11.01, and 12. These units will consist of 70 senior rentals and 113 family rentals. Eighteen (18) of these units will be very low income rental units. All 70 senior rentals will be counted towards the third round obligation because it is below the age-restricted limitation. Only 81 of the family rental units are eligible as rental bonus credits.

The Christ Care Redevelopment Study and Plan have both been approved and adopted by the Township of Winslow. The additional 183 units proposed are anticipated to be built in the near future and will contribute 264 affordable housing credits towards Winslow's third round obligation. The site is approvable, available, developable, and suitable for affordable housing. The following is a breakdown of the proposed affordable units by lot for the Christ Care Redevelopment Plan:

- Lot 11.01 will include 42 townhouse family rental units;
- Lot 12 will include 70 age-restricted rentals and 39 townhouse family rental units;
- Lot 10 will include 32 townhouse family rental units.

Taylor Woods

Taylor Woods is an affordable housing development located along Route 73 and Cooper Folly Road. It is currently under construction and the affordable units are anticipated to be completed in Spring 2016. The development will include a total of 312 rental units. 19 units will be low income affordable units, 18 units will be moderate income affordable units, and 3 units will be very low income affordable units. The affordable units will be in Buildings 2 and 3 which is to be built under Phase III of the project. Once completed, this will provide Winslow Township 40 affordable housing credits towards its third round obligation. The development is currently under construction and is therefore approvable, developable, available, and suitable for affordable housing.

Summary

Table 19 provides a summary of the Township's Fair Share Plan to satisfy its Third Round Obligation.

Winslow Township Third Round Obligation		
Third Round Total Obligation	Affordable Credits & Units	700*
Project		Project/Credit Type
Prior Round Obligation Surplus	370	Surplus Units
Christ Care Redevelopment (Constructed)	188	100% Affordable & Family Rental
Christ Care Redevelopment (Proposed)	264	Family & Senior Rental
Taylor Woods	40	Family Rental
Total Credits and Units	862	
Excess Credits	162	

*The 94 additional credits may be addressed in the fourth round as described above.

Winslow Township completely satisfies its Third Round Obligation for the 1999-2025 time period. The number of affordable housing credits provided exceeds the Township's Third Round Obligation. This allows 162 affordable housing credits to be contributed to the subsequent affordable housing cycle. However, the fourth round obligation is subject to change based upon

Gloucester County

Underwood Memorial Hospital 509 North Broad Street Woodbury, NJ 08096	Rowan University 201 Mullica Hill Road Glassboro, NJ 08020
Kennedy Memorial Hospital 435 Hurffville-Cross Keys Road Turnersville, NJ 08012	U.S. Food Services 2255 High Hill Road Swedesboro, NJ 08014
Direct Group 800 Arlington Boulevard Swedesboro, NJ 08085	CompuCom Systems Inc. 1225 Forest Parkway #500 Paulsboro, NJ 08066
Missa Bay LLC 101 Arlington Boulevard Swedesboro, NJ 08085	Sony Music 400 N Woodbury Road Pitman, NJ 08071
Delaware Valley Wholesale Florists 520 N. 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 1250 Crown Point Road 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 Company 800 Billingsport Road Paulsboro, NJ 08066	

Attachment A

Employer Outreach: Names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing

Burlington County

Burlington County College
601 Pemberton Browns Mills Rd
Pemberton, NJ 08068

Masonic Home of NJ
902 Jacksonville Road
Burlington, NJ 08016

Virtua Geriatric Care Management
523 Fellowship Road
Mount Laurel, NJ 08054

Our Lady of Lourdes Medical Center
218 Sunset Road
Willingboro, NJ 08016

Medford Leas Continuing Care
1 Medford Leas
Medford, NJ 08055

Virtua West Jersey Hospital
90 Brick Road
Marlton, NJ 08053

Camden County

Campbell Soup Company
1 Campbell Place
Camden, NJ 08103

Bancroft Neurohealth
1000 Atlantic Avenue
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

future rules, regulations, Court order, or other legal requirements that will ultimately govern the fourth round.

E. Summary of Cumulative Obligation

Winslow Township completely satisfies all affordable housing obligations. This includes a 13% very low income obligation for all units built post 2008. Winslow Township is required to provide 26 very low income units since 2008. Tamerlane Apartments provides 50 existing very low income units and new projects such as Christ Care and Taylor Woods are expected to add 30 more very low income units. Therefore, Winslow Township satisfies the 13% very low income requirement. Table 20 below outlines Winslow Township's fair share plan compliance with all affordable housing obligations between 1987 and 2025.

Winslow Township 1987-2025 Fair Share Plan Summary		
Obligation Component	Credits Provided	Compliance Mechanism
Present Need Obligation	41	
Rehabilitation Programs, 2016-2025	41	County & Township Rehabilitation Programs
Prior Round Obligation (1987-1999)	377	
Tamerlane	290	Family Rental (50 very low)
Edgewood Acres	152	Family Rental
Edgewood Gardens	70	Family Rental
Fox Hollow	22	Family Rental
Colleen Manor	116	Family Rental
Christ Care Redevelopment	92	100% Affordable & Senior Rental
Association for Retarded Citizens, Inc.	5	Supportive Group Home
Total Prior Round Credits Provided	747	
Surplus Credits	370	
Third Round Obligation (1999-2025)	700*	
Prior Round Obligation Surplus	370	Surplus Units
Christ Care Redevelopment (Constructed)	188	100% Affordable & Family Rental
Christ Care Redevelopment (Proposed)	264	Family & Senior Rental (27 very low)
Taylor Woods	40	Family Rental (3 very low)
Total Third Round Credits Provided	862	
Surplus Credits	162*	

*Winslow Township may address 94 third round obligation units in the fourth round. The Township's excess credits from the third round will satisfy this obligation in the fourth round.

APPENDIX A
Draft Affordable Housing Trust Fund Spending Plan &
Development Fee Ordinance

23

10. The Administrative Agent shall provide or direct qualified low and moderate income applicants to counseling services on subjects such as budgeting, credit issues, mortgage qualifications, rental lease requirements and landlord/tenant law and shall develop, maintain and update a list of entities and lenders willing and able to perform such services.
11. All developers/owners of low and moderate income housing units shall be required to undertake and pay the costs of the marketing of the affordable units in their respective developments, subject to the direction and supervision of the Administrative Agent.
12. The implementation of the Affirmative Marketing Plan for a development that includes affordable housing shall commence at least 120 days before the issuance of either a temporary or permanent certificate of occupancy. The implementation of the Affirmative Marketing Plan shall continue until all low income housing units are initially occupied and for as long as affordable units exist that remain deed restricted and for which the occupancy or re-occupancy of units continues to be necessary.
13. The Administrative Agent shall provide the Affordable Housing Liaison with the information required to comply with monitoring and reporting requirements pursuant to N.J.A.C.5:80-26-1, et seq. and the Order granting Winslow Township a Final Judgment of Compliance and Repose.

Township Clerk

Welfare or Social Service Board

Rental Assistance Office (local office of DCA)

Office on Aging

Housing Authority

Community Action Agencies

Community Development Departments

iii. Quarterly informational circulars and applications shall be sent to the chief personnel administrators of all the major employers within the region as listed on Attachment A in accordance with the Region 5 Affirmative Marketing Plan.

iv. Quarterly informational circulars, applications, and copies of press releases and advertisements of the availability of low and moderate income housing shall be sent to the following additional community and regional organizations:

Fair Share Housing Center

Appropriate branches of the NAACP

The Latino Action Network

8. A random selection method to select occupants of low and moderate income housing will be used by the Administrative Agent in conformance with N.J.A.C. 5:80-26.16(f). The Affirmative Marketing Plan shall provide a regional preference for all households that live and/or work COAH Housing Region 5 comprised of Burlington, Camden, and Gloucester Counties.

9. The Administrative Agent shall administer the Affirmative Marketing Plan. The Administrative Agent has the responsibility to income qualify low and moderate income households; to place income eligible households in low and moderate income units upon initial occupancy; to provide for the initial occupancy of low and moderate income units with income qualified households; to continue to qualify households for re-occupancy of units as they become vacant during the period of affordability controls; to assist with 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. 5:80-26.1, et seq.

Township of Winslow
Development Fee Spending Plan

INTRODUCTION

The Township of Winslow, Camden County has prepared a Housing Element and Fair Share Plan that addresses its regional fair share of the affordable housing need in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and the affordable housing regulations of the Council on Affordable Housing (COAH) (N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:91-1 et seq.). A development fee ordinance creating a dedicated revenue source for affordable housing will be adopted by the Township after the adoption and endorsement of the Housing Plan Element and Fair Share Plan by the Township Planning Board and Committee. The Township previously established an affordable housing trust fund with an initial balance of \$134,379.08 in 2008.

1. REVENUES FOR CERTIFICATION PERIOD

As of December 31, 2015, the Township of Winslow has collected \$530,252.01, expended \$432,135.43, resulting in a balance of \$98,116.58. 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 in for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:97-8.7-8.9 as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of third round substantive certification, the Township of Winslow 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 board for development approvals that may apply for building permits and certificates of occupancy; and
3. Future development that is likely to occur based on historical rates of development.

(b) Other funding sources:

Funds from other sources, including, but not limited to, the sale of units with extinguished controls, repayment of affordable housing loans, rental income, and proceeds from the sale of affordable units. All monies in the Affordable Housing Trust Fund are anticipated to come from development fees and interest.

(c) Projected interest: Interest projected revenue in the municipal affordable housing trust fund at the current average interest rate. The current interest rate is variable but as of January of 2016 the rate is 0.54%.

Table 1. Projected Revenues-Housing Trust Fund 2016-2025

Source of Funds	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Total
Initial Balance	\$98,116.58										
(a) Development Fees											\$0.00
Approved Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
Pending Development Approval	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
Projected Development	\$0.00	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$596,520.00
Total Programs	\$0	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$66,280.00	\$596,520.00
(d) Interest*	\$529.83	\$357.91	\$357.91	\$357.91	\$357.91	\$357.91	\$357.91	\$357.91	\$357.91	\$357.91	\$3,751.04
TOTAL	\$98,646.41	\$66,637.91	\$66,637.91	\$66,637.91	\$66,637.91	\$66,637.91	\$66,637.91	\$66,637.91	\$66,637.91	\$66,637.91	\$698,387.62

The Township of Winslow projects a total of \$596,520.00 in revenue to be collected between January 1, 2016 and December 31, 2025. This projected amount, when added to Winslow's trust fund balance of \$98,116.58 as of December 31, 2015, results in anticipated total revenue of \$698,387.62 available to fund and administer its affordable housing plan. All interest earned on the account shall accrue to the account and be used only for the purposes of affordable housing.

- xiii. 65 WUVP-TV (Univision Communications, Inc.)
 - xiv. 69 WFMZ-TV (Maranatha Broadcasting Company, Inc.)
6. Applications, brochure(s), sign(s), and/or poster(s) used as part of the affirmative marketing program shall be available/posted in the following locations:
- i. Winslow Township Municipal Building
 - ii. Winslow Township Public Library
 - iii. Winslow Township Website
 - iv. Developer's Sales/Rental Office
 - v. Camden County Administration Building
 - vi. Camden County Library (and branches)
- Applications shall be mailed by the Administrative Agent to the prospective applicants upon request. Also, applications shall be made available at the developer's sales/rental office and shall be mailed to prospective applicants upon request.
7. The Administrative Agent shall develop, maintain and update a list of community contact person(s) and/or organization(s) in Burlington, Camden, and Gloucester Counties that will aid in the affirmative marketing program with particular emphasis on contacts that will reach out to groups that are least likely to apply for housing within the region, including major regional employers.
- i. Quarterly informational flyers and applications shall be sent to each of the following agencies for publication in their journals and for circulation among their members:
 - Camden County Board of Realtors
 - Gloucester County Board of Realtors
 - Burlington County Board of Realtors
 - ii. Quarterly informational circulars and applications shall be sent to the administrators of each of the following agencies in the counties of Burlington, Camden, & Gloucester:

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS
The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Township of Winslow:

(a) Collection of development fee revenues:

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

(b) Distribution of development fee revenues:

Development Fee revenues are distributed under the same procedures for any bill or purchase in the Township. Purchase orders are requested and processed and eventually approved by the Governing Body.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation and new construction programs and projects (N.J.A.C. 5:97-8.7)

The Township of Winslow will dedicate **\$333,143.22** to rehabilitation pursuant to (N.J.A.C. 5:97-8.7) as follows:

Rehabilitation program: The Township will participate in the Camden County Improvement Authority's Rehabilitation program for owner-occupied units and will continue its own rehabilitation program for renter-occupied units. The Township has a rehabilitation obligation of 41 units between 2016 and 2025, which the Township proposes to satisfy through its Trust Fund. The Township has allocated \$333,143.22 or approximately \$8,125.44 per unit on average.

*Development Fee Spending Plan
Township of Winslow*

- iv. Size, as measured in bedrooms, of units;
 - v. Maximum income permitted to qualify for the units;
 - vi. Location of applications;
 - vii. Business hours when interested households may obtain an application; and
 - viii. Application fees.
4. Newspaper articles, announcements and information on where to request applications for low and moderate income housing shall appear at least once a week for four consecutive weeks in at least three locally oriented weekly newspapers within the region, one of which shall be circulated primarily in Camden County and the other two of which shall be circulated primarily outside of Camden County but within the housing region.

5. Four or more of the following regional cable television stations or regional radio stations shall be used during the first month of advertising. The developer must provide satisfactory proof of public dissemination:

- i. 3 KYW-TV (CBS Broadcasting Inc.)
- ii. 6 WPVI-TV (American Broadcasting Companies, Inc., Walt Disney)
- iii. 10 WCAU (NBC Telemundo License Co., General Electric)
- iv. 12 WHYY-TV (Whyy, Inc.)
- v. 17 WPHL-TV (Tribune Company)
- vi. 23 WNJS (New Jersey Public Broadcasting Authority)
- vii. 29 WTXF-TV (Fox Television Stations, Inc., News Corp.)
- viii. 35 WYBE (Independence Public Media Of Philadelphia, Inc.)
- ix. 48 WGTW-TV (Trinity Broadcasting Network)
- x. 52 WNJT (New Jersey Public Broadcasting Authority)
- xi. 57 WPSG (CBS Broadcasting Inc.)
- xii. 61 WPPX (Paxson Communications License Company, LLC)

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

Projected minimum affordability assistance requirement:

Table 2. Minimum Affordability Assistance	
Actual development fees through 12/31/15	\$530,252.01
Development fees projected* 2016-2025	\$596,520.00
Interest projected* 2016-2025	\$3,751.04
Less Housing activity expenditures through 12/31/2015	\$432,135.43
Total	\$698,387.62
30 percent requirement	x 0.30 =
Less affordability assistance expenditures through 12/31/2015	\$70,376.50
Projected Minimum Affordability Assistance Requirement 1/1/2016 through 12/31/2016	\$139,139.79
Projected Minimum Very Low-Income Affordability Assistance Requirement 1/1/2016 through 12/31/2025	x .34 =
	\$47,307.53

The Township of Winslow will dedicate **\$139,139.79** from the affordable housing trust fund to render units more affordable, including **\$47,307.53** to render units more affordable to households earning 30 percent or less of median income by region, as follows: down payment/closing cost assistance; security deposit assistance; housing association fee assistance; rental assistance program(s) and emergency rental assistance.

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 Plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer or sponsor of affordable housing. The Affirmative Marketing Plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward the COAH Housing Region in which the Township is located and covers the entire period of deed restriction for each restricted housing unit. The Township of Winslow is located in COAH Housing Region 5.
- F. The Affirmative Marketing Plan is a continuing program intended to be followed throughout the entire period of restrictions and shall meet the following requirements:
1. All newspaper articles, announcements and requests for application for low and moderate income units shall appear in the Philadelphia Inquirer and the Courier-Post.
 2. The primary marketing shall take the form of at least one press release and a paid display advertisement in the above newspapers once a week for four consecutive weeks. Additional advertising and publicity shall be on an "as needed" basis. The developer/owner shall disseminate all public service announcements and pay for display advertisements. The developer/owner shall provide proof of publication to the Township's Administrative Agent. All press releases and advertisements shall be approved in advance by the Township's Administrative Agent.
 3. The advertisement shall include a description of the:
 - i. Location of the units;
 - ii. Direction of the units;
 - iii. Range of prices for the units;

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

Table 3. Administrative Expense Calculation	
Actual dev fees and interest thru 12/31/2015	\$530,252.01
Projected dev fees and interest thru 2025	+ \$600,271.04
Payments-in-lieu of construction and other deposits thru 12/31/10	+ \$0.00
Less RCA expenditures thru 12/31/2018	- \$0.00
Total	= \$1,130,523.05
Calculate 20 percent	x .20 = \$226,104.61
Less admin expenditures thru 12/31/2015	- \$0.00
PROJECTED MAXIMUM available for administrative expenses 1/1/2016 thru 12/31/2025	= \$226,104.61

The Township of Winslow projects that a total of \$226,104.61 will be available from the affordable housing trust fund for administrative purposes. The Township has not expended any funds on administrative expenses to date, and thus may spend up to \$226,104.61 to cover administrative expenses.

Projected administrative expenditures, subject to the 20 percent cap, are as follows: Planner and Administrative Agent Fees.

Winslow Township – Developer Fee Spending Plan - 5 -

RESOLUTION OF THE MAYOR AND COMMITTEE OF THE TOWNSHIP OF WINSLOW, COUNTY OF CAMDEN, STATE OF NEW JERSEY ADOPTING AN AFFIRMATIVE MARKETING PLAN FOR THE TOWNSHIP OF WINSLOW

WHEREAS, in accordance with the regulations of COAH pursuant to N.J.A.C. 5:93-1, et seq., the New Jersey Uniform Housing Affordability Controls pursuant to N.J.A.C. 5:80-26., et seq., and the terms of a settlement agreement between the Township and the Fair Share Housing Center in the Matter of the Township of Winslow, Camden County, Docket No. CAM-L-2535-15 regarding In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1, 30 (2015) (“Mount Laurel IV”), the Township of Winslow is required to adopt by resolution an Affirmative Marketing Plan to ensure that all affordable housing units created, including those created by the rehabilitation of rental housing units within the Township of Winslow, are affirmatively marketed to low and moderate income households, particularly those living and/or working within Housing Region 5, which encompasses the Township of Winslow.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Township Committee the Township of Winslow, County of Camden, State of New Jersey, do hereby adopt the following Affirmative Marketing Plan:

Affirmative Marketing Plan

- A. All affordable housing units in the Township of Winslow shall be marketed in accordance with the provisions herein unless otherwise provided in COAH’s Rules at N.J.A.C. 5:93-1, et seq.
- B. The Township of Winslow has a Third Round obligation. This Affirmative Marketing Plan shall apply to all developments that contain or will contain low and moderate income units, including those that are part of the Township’s current Housing Element and Fair Share Plan and those that may be constructed in future developments not contemplated in the Township’s Housing Element and Fair Share Plan. This Affirmative Marketing Plan shall also apply to any rehabilitated rental units that are vacated and re-rented during the applicable period of controls for rehabilitated rental units.
- C. The Affirmative Marketing Plan shall be implemented by the Administrative Agent under contract to the Township of Winslow. All of the costs of advertising and affirmatively marketing affordable housing units shall be borne by the developer/seller/owner of the affordable unit(s).
- D. In implementing the Affirmative Marketing Plan, the Administrative Agent, acting on behalf of the Township of Winslow, shall undertake all of the following strategies:

4. EXPENDITURE SCHEDULE

The Township of Winslow 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:

Table 4. Projected Expenditure Schedule 2016-2025

Program	Number of Units	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	TOTAL
Rehabilitation	41	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$333,143.22
Other Housing Activity												
Total Programs	1	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$33,314.32	\$333,143.22
Affordability Assistance		\$13,913.98	\$13,913.98	\$13,913.98	\$13,913.98	\$13,913.98	\$13,913.98	\$13,913.98	\$13,913.98	\$13,913.98	\$13,913.98	\$139,139.79
Administration		\$22,610.46	\$22,610.46	\$22,610.46	\$22,610.46	\$22,610.46	\$22,610.46	\$22,610.46	\$22,610.46	\$22,610.46	\$22,610.46	\$226,104.61
TOTAL		\$69,838.76	\$69,838.76	\$69,838.76	\$69,838.76	\$69,838.76	\$69,838.76	\$69,838.76	\$69,838.76	\$69,838.76	\$69,838.76	\$698,387.62

5. EXCESS OR SHORTFALL OF FUNDS

In the event of any expected or unexpected shortfalls if the anticipated revenues are not sufficient, the Township will appropriate funds from general revenues to cover any shortfall to satisfy the rehabilitation obligation. In the event more funds than anticipated are collected, these excess funds will be used to fund additional rehabilitation, the affordability assistance program and/or new construction.

<input type="checkbox"/>	Exxon Mobil Research & Engineering Co	800 Billingsport Rd, Paulsboro, NJ
3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)		
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience
		Duration & Frequency of Outreach

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:

4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person). (Check all that applies)

BUILDING	LOCATION
<input type="checkbox"/> Burlington County Library Headquarters	5 Pioneer Boulevard, Westampton, NJ 08060
<input type="checkbox"/> Burlington County Office Building	49 Rancocas Rd, Mount Holly NJ 08060 (609)265-5000
<input type="checkbox"/> Camden Court House Square	520 Market St, Camden NJ 08102-1375 (856)225-5000
<input type="checkbox"/> Gloucester County Court House	1 N. Broad Street, Woodbury, NJ 08096 (856)853-3390

4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)

4c. Sales/Rental Office for units (if applicable)

V. CERTIFICATIONS AND ENDORSEMENTS

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

Name (Type or Print)

Title/Municipality

Signature

Date

<input type="checkbox"/>	Our Lady of Lourdes Medical Center	218 Sunset Rd Willingboro, NJ 902 Jacksonville Rd Burlington, NJ
<input type="checkbox"/>	Masonic Home of NJ	1 Medford Leas Medford, NJ
<input type="checkbox"/>	Medford Leas Continuing Care Management	523 Fellowship Rd Mt. Laurel, NJ 90 Brick rd Marlton, NJ
<input type="checkbox"/>	Virtus West Jersey Hospital	
Camden County		
<input type="checkbox"/>	Campbell Soap Company	Campbell Place Camden, NJ 08103-1701
<input type="checkbox"/>	Lockheed Martin	Federal, Camden, NJ 08102
<input type="checkbox"/>	Bancroft Neurohealth	1000 Atlantic Ave Camden, NJ 08102
<input type="checkbox"/>	Cooper Health System	One Cooper Plaza Camden, NJ 08102
<input type="checkbox"/>	L-3 Communications Systems	1 Federal Street, Camden, New Jersey, 08103
<input type="checkbox"/>	Towers Perrin	101 Woodcrest Rd, Cherry Hill, NJ
<input type="checkbox"/>	Arch Manufacturing & Sales Co.	1213 S 6th St, Camden, NJ
Gloucester County		
<input type="checkbox"/>	Underwood Memorial Hospital	509 North Broad Street, Woodbury, NJ 08096
<input type="checkbox"/>	Rowan University	201 Mullica Hill road Glassboro, NJ 08028
<input type="checkbox"/>	Kennedy Memorial Hospital	435 Hurffville-Cross Keys Road, Turnersville NJ 08012
<input type="checkbox"/>	U.S. Food Services	2255 High Hill Rd, Swedesboro, NJ & Swedesboro
<input type="checkbox"/>	Direct Group	100 Berkeley Dr, Swedesboro, NJ and 800 Arlington Blvd, Swedesboro, NJ
<input type="checkbox"/>	CompuCom Systems Inc.	1225 Forest Pkwy # 500, Paulsboro, NJ
<input type="checkbox"/>	Missa Bay LLC	101 Atlington Blvd, Swedesboro, NJ and 2339 Center Square Rd, Swedesboro, NJ and 730 Veterans Dr, Swedesboro, NJ
<input type="checkbox"/>	Sony Music Delaware Valley Wholesale Florists	400 N Woodbury Rd, Pitman, NJ 520 N. Mantua Boulevard Scwell, NJ 08080
<input type="checkbox"/>	Valero Refining Co	800 Billingsport Rd, Paulsboro, NJ
<input type="checkbox"/>	Electric Mobility	591 Mantua Blvd, Sewell, NJ
<input type="checkbox"/>	Simoco-Eagle Point Oil Refinery	US Highway 130 S & Highway 295, Westville, NJ 376 Jessup Road Thorofare, NJ 08086
<input type="checkbox"/>	Heritage's Dairy Stores	
<input type="checkbox"/>	Cornell & Company	224 Cornell Ln, Westville, NJ

DCA, December 2011

7

6. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with the Township of Winslow's Affordable Housing Ordinance in accordance with N.J.A.C. 5:97-8.5. A process describing the collection and distribution procedures for barrier free escrow funds pursuant to N.J.A.C. 5:97-8.5 will be detailed within the Township's Affordable Housing Ordinance.

SUMMARY

The Township of Winslow intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:97-8.7 through 8.9 and consistent with the housing programs outlined in the Housing Element and Fair Share Plan. The Township has a balance of \$98,116.58 as of December 31, 2015 and anticipates an additional \$600,271.04 in revenues, including interest, before the end of the period governed by this spending plan for a total of \$698,387.62. The municipality will dedicate a total of \$333,143.22 towards rehabilitation projects and \$139,139.72 toward affordability assistance. In addition, the Township has dedicated an additional \$226,104.61 for administrative costs, within the threshold of the 20% cap on administrative costs. Total expenditures are anticipated to be \$698,387.62.

Balance as of 12/31/2015	\$98,116.58
Projected REVENUE	
Development fees	+ \$596,520.00
Payments in lieu of construction	+
Other funds	+
Interest	+ \$3,751.04
Total Revenue	= \$698,387.62
EXPENDITURES	
Funds Used for Rehabilitation	- \$333,143.22
Affordability Assistance	- \$139,139.79
Administration	- \$226,104.61
Excess Funds for Additional Housing Activity	= -
Total Projected Expenditures	= \$698,387.62
Remaining Balance	= \$0.00

Development Fee Spending Plan
Township of Winslow

- 7 -

**TOWNSHIP OF WINSLOW
COUNTY OF CAMDEN
STATE OF NEW JERSEY**

ORDINANCE 16-XX

**ORDINANCE OF THE TOWNSHIP OF WINSLOW, COUNTY OF CAMDEN, AND
STATE OF NEW JERSEY, AMENDING CHAPTER 128 OF THE CODE OF THE
TOWNSHIP OF WINSLOW ENTITLED DEVELOPMENT FEES**

WHEREAS, The Mayor and Township Committee of the Township of Winslow, County of Camden, and State of New Jersey previously adopted a "Development Fee" ordinance on September 23, 2008; and

WHEREAS, The Township Committee has deemed it in the best interest of the public health, safety, and welfare to amend Chapter 128 of the Code of the Township of Winslow entitled "Development Fees";

NOW THEREFORE, be it Ordained by the Township Committee of the Township of Winslow, County of Camden, and the State of New Jersey, as follows:

1. Purpose

- a. In *Holmdel Builders Association v. Holmdel Township*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the Act), N.J.S.A. 52:274- 301 et seq., and the State Constitution, subject to the Council on Affordable Housing' s (COAH' s) adoption of rules.
- b. Pursuant to P. L.2008, c.46 section 8 (C. 52:27D- 329.2) and the Statewide Non -Residential Development Fee Act (C. 40: 55D- 8.1 through 8.7), COAH is authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of a court of competent jurisdiction and have a Court approved spending plan may retain fees collected from non-residential development.
- c. This ordinance establishes standards for the collection, maintenance, and expenditure of development fees pursuant to N.J.A.C. 5:93-8 and in accordance P. L.2008, c.46, Sections 8 and 32-38. Fees collected pursuant to this ordinance shall be used for the sole purpose of providing low- and moderate -income housing. This ordinance shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:93-8.

2. Basic Requirements

- a. This ordinance shall not be effective until approved by a court of competent jurisdiction pursuant to N.J.A.C. 5:91-15.

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

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

DURATION & FREQUENCY OF OUTREACH	NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 5			
Weekly	Al Dia	Philadelphia Area	Spanish-Language
<input type="checkbox"/>	Nuestra Comunidad	Central/South Jersey	Spanish-Language

TARGETS PARTIAL HOUSING REGION 5

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION
Weekly	El Hispano	Camden and Trenton areas
<input type="checkbox"/>	Ukrainian Weekly	New Jersey
<input type="checkbox"/>		Ukrainian community

3c. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION
Burlington County	Burlington County College	601 Pemberton Browns Mills Rd Remberton

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

b. The Township of Winslow shall not spend development fees until a court of competent jurisdiction has approved a plan for spending such fees in conformance with N.J.A.C. 5:93-8.9.

3. Definitions

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

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

ii. **"COAH"** or the **"Council"** means the New Jersey Council on Affordable Housing established under the Fair Housing Act.

iii. **"Development fee"** means money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:93-8.

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

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

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

4. Residential Development Fees

a. Imposed fees

i. Within all residential zoning districts, developers, except for developers of the types of development specifically exempted below, shall pay a fee of one and a half percent (1.5%) of the equalized assessed value for residential development provided no increased density is permitted and that the proposed density complies with applicable standards of the Winslow Land Use ordinances.

ii. When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of six percent (6%) of the equalized assessed value for each additional unit in excess of applicable ordinance standards that may be realized. However, if the zoning on a site has changed during the two-year period immediately 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.

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

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

ii. Any development within an Area in Need of Redevelopment or Rehabilitation, where a redevelopment agreement that includes specific requirements related to the provision of affordable housing has been executed by the Township and the designated developer, shall be exempt from development fees.

iii. 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.

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

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

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

v. Developers of one and two family homes shall be exempt from paying a development fee under the following circumstances: residential structures demolished and replaced as a result of a natural disaster, including fire, or property converted from commercial to residential use to create additional affordable housing.

5. Non-Residential Development Fees

a. Imposed fees

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

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

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

iv. If an increase in floor area ratio is approved pursuant to N.J.S.A. 40:55D-70(d)(4) then the additional floor area realized (above what is permitted by right under the existing zoning and which is based on density prior to Pineland Credits in the Pinelands area) will incur a bonus development fee of two and one half percent (2.5%) of the appraised value utilized on the document for construction financing. However, if the zoning on a site is changed during the two-year period preceding the filing of such variance application, the base floor area for the purposes of calculating the bonus development fee shall be the highest floor area permitted by right during the two-year period preceding the filing of the variance application.

v. When a use variance is granted pursuant to N.J.S.A. 40:55D-70(d)(1), (d)(2), or (d)(3), developers shall be required to pay a bonus development fee of two and one half percent (2.5%) of the appraised value utilized on the document for construction financing.

b. Eligible exactions, ineligibility exactions and exemptions for non-residential development

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

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

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

iv. A developer of a non-residential development exempted from the non-residential development fee pursuant to P.L.2008, c.46 shall be subject to it at such time the basis for the exemption no longer applies, and shall make the payment of the non-residential development fee, in that event, within three years after that event or after the issuance of the final certificate of occupancy of the non-residential development, whichever is later.

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

6. Collection procedures

a. Upon the granting of a preliminary, final or other applicable approval, for a development, the applicable approving authority shall direct its staff to notify the construction official responsible for the issuance of a building permit.

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

III. MARKETING

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

- White (non-Hispanic)
- Black (non-Hispanic)
- Hispanic
- American Indian or Alaskan Native
- Asian or Pacific Islander
- Other group:

3b. HOUSING RESOURCE CENTER (www.njhousing.gov) A free, online listing of affordable housing

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

DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA						
TARGETS ENTIRE HOUSING REGION 5								
Daily Newspaper								
<input type="checkbox"/>	Philadelphia Inquirer							
<input type="checkbox"/>	Courier-Post							
TARGETS PARTIAL HOUSING REGION 5								
Daily Newspaper								
<input type="checkbox"/>	Burlington County Times	Burlington						
<input type="checkbox"/>	Gloucester County Times	Gloucester						
Weekly Newspaper								
<input type="checkbox"/>	Central Record, The	Burlington						
<input type="checkbox"/>	Fort Dix Post	Burlington						
<input type="checkbox"/>	Maple Shade Progress	Burlington						
<input type="checkbox"/>	News Weekly	Burlington						
<input type="checkbox"/>	Register-News	Burlington						
<input type="checkbox"/>	Gloucester City News	Camden						
<input type="checkbox"/>	Haddon Herald	Camden						
<input type="checkbox"/>	Record Breeze	Camden						
<input type="checkbox"/>	Retrospect	Camden						
<input type="checkbox"/>	Plain Dealer	Camden, Gloucester						
<input type="checkbox"/>	News Report	Gloucester						
TARGETS ENTIRE HOUSING REGION 5								
3 KYW-TV Cbs Broadcasting Inc.								
CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE								
<table border="1"> <thead> <tr> <th>DURATION & FREQUENCY OF OUTREACH</th> <th>NAMES OF REGIONAL TV STATIONS(S)</th> <th>CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/></td> <td>3 KYW-TV Cbs Broadcasting Inc.</td> <td></td> </tr> </tbody> </table>			DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATIONS(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE	<input type="checkbox"/>	3 KYW-TV Cbs Broadcasting Inc.	
DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATIONS(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE						
<input type="checkbox"/>	3 KYW-TV Cbs Broadcasting Inc.							

DCA, December 2011

AFFIRMATIVE FAIR HOUSING MARKETING PLAN
For Affordable Housing in (REGION 5)

I. APPLICANT AND PROJECT INFORMATION

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

1a. Administrative Agent Name, Address, Phone Number		1b. Development or Program Name, Address	
1c. Number of Affordable Units:	1d. Price or Rental Range	1e. State and Federal Funding Sources (if any)	
Number of Rental Units:	From		
Number of For-Sale Units:	To		
1f. <input type="checkbox"/> Age Restricted	1g. Approximate Starting Dates	Occupancy:	
<input type="checkbox"/> Non-Age Restricted	Advertising:		
1h. County	1i. Census Tract(s):		
Burlington, Camden, Gloucester			
1j. Managing/Sales Agent's Name, Address, Phone Number			
1k. Application Fees (if any):			

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

II. RANDOM SELECTION

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

After certification, applicants will be selected via a random, even probability drawing

the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

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

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

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

f. Within 10 business days of a request for the scheduling of a final inspection, the municipal assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development, calculate the development fee; and thereafter notify the developer of the amount of the fee.

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

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

i. Appeal of development fees

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

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

7. Affordable Housing trust fund

- a. There is hereby created a separate, interest-bearing housing trust fund to be maintained by the Municipal Clerk/Municipal Housing Liaison for the purpose of depositing development fees collected from residential and non-residential developers and proceeds from the sale of units with extinguished controls.
- b. The following additional funds shall be deposited in the Affordable Housing Trust Fund and shall at all times be identifiable by source and amount:
1. payments in lieu of on-site construction of affordable units;
 2. developer contributed funds to make ten percent (10%) of the adaptable entrances in a townhouse or other multistory attached development handicapped accessible;
 3. rental income from municipally operated units;
 4. repayments from affordable housing program loans;
 5. recapture funds;
 6. proceeds from the sale of affordable units; and
 7. any other funds collected in connection with the Township's affordable housing program.

- c. Within seven days from the opening of the trust fund account, The Township of Winslow shall provide the Department of Community Affairs, Local Government Services (DCA-LGS) with written authorization, in the form of a three-party escrow agreement between the municipality, the bank, and DCA-LGS to permit DCA-LGS to direct the disbursement of the funds as provided for in N.J.A.C. 5:93-8.16.

- d. All interest accrued in the housing trust fund shall only be used on eligible affordable housing activities approved by a court of competent jurisdiction.

8. Use of funds

- a. The expenditure of all funds shall conform to a spending plan approved by a court of competent jurisdiction. Funds deposited in the housing trust fund may be used for any activity approved by the court to address the Township of Winslow'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

deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

EFFECTIVE DATE

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

DRAFT

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. 5:93-8.6 and specified in the approved spending plan.

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

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

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

ii. Affordability assistance to households earning 30 percent or less of median income may include buying down the cost of low or moderate income units in the municipal Fair Share Plan to make them affordable to households earning 30 percent or less of median income.

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

d. The Township of Winslow 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. 5:93-8.16.

e. No more than 20 percent of all revenues collected from development fees, may be expended on administration, including, but not limited to, salaries and benefits for municipal employees or consultant fees necessary to develop or implement a new construction program, a Housing Element and Fair Share Plan, and/or an affirmative marketing program. In the case of a rehabilitation program, no more than 20 percent of the revenues collected from development fees shall be expended for such administrative expenses. Administrative funds may be used for income qualification of households, monitoring the turnover of sale and rental units, and compliance with reporting and monitoring

requirements. Legal or other fees related to litigation opposing affordable housing sites or objecting to applicable affordable housing regulations or requirements are not eligible uses of the affordable housing trust fund.

9. Monitoring

a. The Township of Winslow shall complete and return to DCA-LGS 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 Winslow's housing program, as well as to the expenditure of revenues and implementation of the plan approved by a court of competent jurisdiction. All monitoring reports shall be completed on forms designed by DCA-LGS.

10. Ongoing collection of fees

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

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.

(c) 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 16. Appeals

Appeals from all decisions of an Administrative Agent designated pursuant to this Ordinance shall be filed with the Superior Court of New Jersey, Camden County.

REPEALER

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

SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be

- (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 uncorrected for a period of 60 days after service of the written notice:
1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - i. A fine of not more than \$10,000.00 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - ii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Township of Winslow, Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - iii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
 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

All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

If the provisions of any section, subsection, paragraph, subdivision, or clause of this Ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.

This Ordinance shall take effect immediately upon final passage and publication in accordance with law after approval by COAH or a court of competent jurisdiction.

INTRODUCED:

ADOPTED:

Township Clerk

DRAFT

APPENDIX B
Christ Care Redevelopment Plan

24

- iv. Monitoring the status of all restricted units in the Township's Fair Share Plan;
 - v. Compiling, verifying and submitting annual reports as required;
 - vi. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
 - vii. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Affordable Housing Professionals of New Jersey (AHPNJ).
- (b) The Township of Winslow shall designate by resolution of the Township Committee, subject to the approval of the Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:91, N.J.A.C. 5:93 and UHAC.
- (c) An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- (d) The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:
1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Affordable Housing Professionals of New Jersey (AHPNJ);
 2. Affirmative Marketing;
 2. Household Certification;
 3. Affordability Controls;
 4. Records retention;
 5. Resale and re-rental;
 6. Processing requests from unit owners; and
 7. Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.
 8. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.
- Section 15. Enforcement of Affordable Housing Regulations**
- (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) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:

1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
3. The household is currently in substandard or overcrowded living conditions;
4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
5. 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.

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

Section 14. Administration

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

1. The MHL must be either a full-time or part-time employee of Winslow Township.
2. The person appointed as the MHL must be reported to the Court and thereafter posted on the Township's website.
3. The MHL must meet all the requirements for qualifications, including initial and periodic training.
4. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the Township, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - i. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - ii. The implementation of the Affirmative Marketing Plan and affordability controls.
 - iii. When applicable, supervising any contracting Administrative Agent.

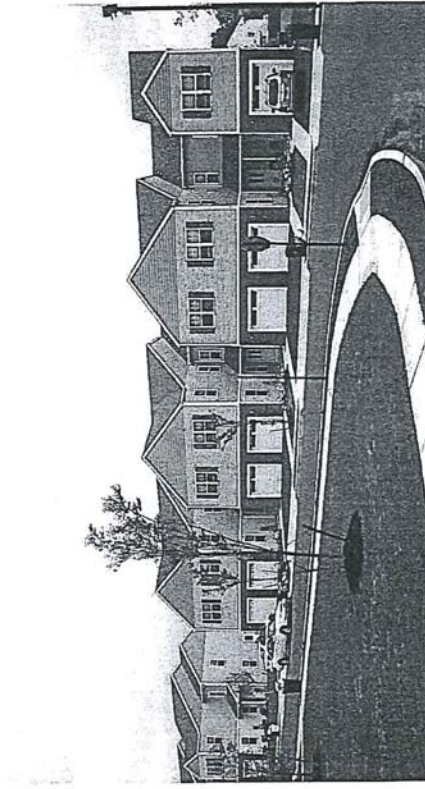
Township of Winslow

Christ Care Unit Missionary Baptist Church

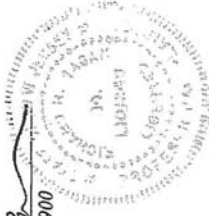
CCUM Redevelopment Plan

for Amended Sections

June 9, 2015 *(Revised)*



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CCUM Redevelopment Plan
Amended Sections per Resolution 05/21/94

TABLE OF CONTENTS

- I. INTRODUCTION
- II. REDEVELOPMENT PLAN
- III. LAND USE STANDARDS
- IV. DEVELOPMENT STANDARDS
- V. IMPLEMENTATION OF REDEVELOPMENT PLAN
- VI. ATTACHMENTS

Section 11. Control Periods for Restricted Rental Units

- (a) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the Township of Winslow elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.
- (b) Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Camden. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- (c) 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 12. 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 13. Tenant Income Eligibility

- (a) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 - 1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
 - 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
 - 3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.

applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

Section 8. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

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

- (a) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- (b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- (c) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- (d) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

Section 9. 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 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.

- (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 33 percent of the household's certified monthly income.

Section 10. Limitations on indebtedness secured by ownership unit; subordination

- (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 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).

I. INTRODUCTION

Winslow Township established a need for the CCUM Redevelopment Plan for the CCUM and surrounding area originally in June 2006; which was then amended to include adjacent areas as the CCUM Redevelopment Plan adopted May 26, 2009. In the CCUM Redevelopment Area were constructed affordable family townhomes in 2013 continuing through today. These affordable homes have allowed some CCUM residents to relocate into these new homes.

Ongoing efforts continue in working with CCUM community to create a way to rehabilitate those homes without relocation.

This Redevelopment Plan for amended sections is responding to the additional parcels added to the area in need to continue the efforts of CCUM, Christ Care Missionary Unit Baptist Church, the non-profit sponsor and the Winslow Cross Creek CCUM 3 Urban Renewal Affordable Housing LLC, the development entity.

The areas, Block 2903, Lots 10, 12 and a non-developed portion of Lot 9 were recently reviewed and determined to be in need of redevelopment, and passed Resolution # PR2015 - 020 so stating (*Attached*).

II. REDEVELOPMENT PLAN

A. General Statement

1. The CCUM Redevelopment Plan project area is to be redeveloped as an economically sustainable, accessible and attractive affordable residential development featuring a senior housing complex and townhouse style units which will offer the municipality high quality affordable residential housing options consistent with the Winslow Township Housing Element and Fair Share Plan, as mandated by the State of New Jersey under the Fair Share Housing Act. It is also the intent to accomplish all redevelopment with adequate infrastructure improvements, safe transportation networks, pedestrian connections and facilities in a manner that promotes a positive image for Winslow Township and which provides ample and proper service to the development targeted within the CCUM Redevelopment Plan project area.

B. Public Policy Goals

1. The purpose of the CCUM Redevelopment Plan is to provide a framework for a public / private partnership to encourage economic development within the CCUM Redevelopment Plan project area. This may be accomplished by the following public policy goals:
 - a. Initiate a process to mitigate underutilized land areas caused by diverse ownership of the parcels and lack of proper infrastructure and access to the CCUM Redevelopment Plan project area.
 - b. Institute public / private partnerships to initiate infrastructure improvements necessary to service this strategically located but underutilized area.
 - c. Prepare 'smart growth' land use regulations that address the required standards for the commercial / industrial uses as delineated permitted principal and secondary uses.
 - d. Initiate mutually supportive public financial initiatives that would complement private sector investment in major infrastructure and roadway improvements without which the Redevelopment Area could not be as successfully developed.
 - e. Create an environment which will provide the municipality with high quality, affordable residential housing options consistent with the Winslow Township, Housing Element and Fair Share Plan as mandated by the State of New Jersey in the Fair Share Housing Act.
 - f. Allowing for the widest possible range of redevelopment initiatives, Winslow Township may make available to the Redeveloper such financial and other assistance as may be at its disposal through the

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

Section 6. Occupancy Standards

- (a) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 1. Provide an occupant for each bedroom;
 2. Provide children of different sex with separate bedrooms; and
 3. Prevent more than two persons from occupying a single bedroom.

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

Section 7. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

- (a) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance until the Township of Winslow elects to release the unit from such requirements however, and prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.
- (b) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- (c) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.
- (d) At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- (e) The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- (f) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the

powers of the Redevelopment Statute and / or other applicable redevelopment statutes or Local, County, State and Federal regulations. The types and extent of such assistance shall be negotiated within the context of the Redeveloper's Agreement between Winslow Township and the individual Redeveloper.

Additionally, the Amended Area in Need Study suggested the opportunity for a Senior Housing Building and a nursing home. The aging population of the "Christ Care Senior Housing" in need of affordable nursing facility, and the growing need for our aging seniors.

The CCUM Redevelopment Plan is generally bordered by Erial Road (CR, 706) to the east, Block 3706 to the southeast, Four Mile Branch road (Andrews Road) to the west and CCUM to the north. The CCUM Redevelopment Area currently exists as privately owned property.

C. Redevelopment Plan Objectives

In partnership with the private sector and other governmental entities, Winslow Township's redevelopment initiatives will reverse the existing conditions within the CCUM Redevelopment Plan project area leveraging public assets to improve the overall economic and physical conditions. Ultimately, the redevelopment project area will be revitalized to benefit residents, property owners and visitors alike of Winslow Township.

The objectives and redevelopment initiatives contained in this section seek to address the existing conditions within the CCUM Redevelopment Plan project area as identified in the *Lehigh Manor Redevelopment Study Area, Area in Need of Redevelopment Analysis Report*. The following objectives, supported by Winslow Township, shall be viewed as sound planning steps for redevelopment within the CCUM Redevelopment Plan project area.

1. Ensure that regulatory measures and initiatives are in place to promote the redevelopment of the project area as a vibrant, high quality affordable housing development providing a mix of affordable housing types as consistent with the Winslow Township, Housing Element and Fair Share Plan mandated by the State of New Jersey, thereby reversing the current underutilization of the land area contained within the CCUM Redevelopment Plan project area.
2. Provide for the protection of the environmental amenities that exist within the redevelopment area, including but not limited to the wetlands, soils, protected species of flora and fauna, etc. Any development that occurs within the redevelopment area must utilize and respect the environmental attributes that exist within this area.
3. Establish public / private partnerships by encouraging "...coordination of various public and private procedures and activities shaping land

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

9. 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.

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

11. 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 5. Affirmative Marketing Requirements

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

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

(c) *Optional.* The affirmative marketing plan shall provide a regional preference for all households that live and/or work in Housing Region 5.

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

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

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

development with a view of lessening the cost of such development and to the more efficient use of land." (M.L.U.L. C.40:55d-2m).

4. Develop financial and regulatory incentives including tax abatement to encourage public / private partnerships to redevelop the redevelopment area tracts; *"To encourage the appropriate and efficient expenditure of public funds by the coordination of public development with land use policies."* (M.L.U.L. C.40:55D-2f).
5. Improve transportation facilities within the redevelopment area to facilitate capture of internal trips, enhance regional connections in addition to the provision of adequate infrastructure in the form of stormwater drainage, water and sewer. *"To encourage the location and design of transportation routes which will promote the free flow of traffic while discouraging location of such facilities and routes which result in congestion or blight."* (M.L.U.L. C.40:55d-2h).
6. Encourage the highest quality and aesthetically superior development that utilizes "Smart Growth" planning and urban design elements and principles. *"To promote a desirable visual environment through creative development techniques and good civic design and arrangements."* (M.L.U.L. C.40:55-2i).
7. Encourage such redevelopment activity within Winslow Township to enhance, strengthen and diversify the Township's residential housing base and opportunities while fostering intelligent use and allocation of land.

D. Designation of Developer

1. It is the intention of Winslow Township, upon adoption of the CCUM Redevelopment Plan, to coordinate the redevelopment process with a designated Developer for the CCUM Redevelopment Plan project area. Said Developer may be an entity which, in the opinion of the Redevelopment Authority:
 - a. Has a substantial history of residential and/or affordable residential development with an extensive history of such development, or shows that they can embrace such concepts;
 - b. Has sound credit and financial history; and,
 - c. Can demonstrate successful history of development projects of similar nature on a similar scale.
2. In addition to the above, the Redevelopment Authority shall, at its sole discretion, request any and all other information regarding qualifications of the private sector Developer.

than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.

5. In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:
 - a. A studio shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household;
 - c. A two-bedroom unit shall be affordable to a three-person household;
 - d. A three-bedroom unit shall be affordable to a four and one-half person household; and
 - e. A four-bedroom unit shall be affordable to a six-person household.
6. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:
 - f. In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:
 - a. A studio shall be affordable to a one-person household;
 - b. A one-bedroom unit shall be affordable to a one and one-half person household; and
 - c. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
7. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
8. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be

III. LAND USE STANDARDS -- CCUM Redevelopment Plan 2015

A. General

1. The following regulations, controls and restrictions provide standards for the physical development of the CCUM Redevelopment Plan project area in accordance with the Statement of Purpose and Intent of this Redevelopment Plan and is intended to serve as an Overlay Zoning District. They are intended to provide parameters within which the Developer(s) and its professionals are encouraged to generate detailed plans in cooperation with the Winslow Township staff and related professionals, to produce a redevelopment project of outstanding design capable of competing in the regional residential market.
 2. The development concepts and general design plan for undertaking the proposal will be reviewed as part of a pre-approval design review process where the Redevelopment Authority, through its professional staff, shall discuss and review the intent, purpose and anticipated outcome of the architecture and design. Ultimate approval of this process will be by the Redevelopment Authority as part of the Developer's Agreement to be negotiated between the Township and the Developer(s). A report defining compliance with the pre-approval design process shall be submitted to the Planning Board as part of the site plan review process.
 3. The above notwithstanding, pursuant to N.J.S.A. 40a:12a-13, all projects within the redevelopment areas shall be submitted to the Planning Board for review and approval in accordance with the requirements for review and approval of subdivisions and site plans as set forth by ordinance and adopted pursuant to the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.).
 4. Consistent with its responsibility pursuant to N.J.S.A. 40A: 12A-13, the Planning board shall retain the right, at time of Site Plan Review and Approval, to require such off-site improvements as may be necessary for the effective implementation of the CCUM Redevelopment Plan.
 5. The CCUM Redevelopment Plan parameters as detailed within Section IV shall serve as the Overlay Zoning District for the parcel.
- B. The following uses shall be permitted within the CCUM Redevelopment Area.**
1. Permitted Uses:
 - a. Senior Housing Complex
 - b. Townhouse Units
 - c. Nursing Facility
 - d. Community Center
 - e. Parks/Recreation

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

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

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

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

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

c. Maximum Rents and Sales Prices

1. In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC utilizing the regional income limits established by the New Jersey Department of Community Affairs (DCA) or other agency as required by the Court.
2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.
3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.
 - a. At least thirteen percent (13%) of all low- and moderate-income dwelling units shall be affordable to households earning no more than 30 percent of median income.
4. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more

2. Accessory Uses:

- a. Off-Street Parking
- b. Fences/Walls
- c. Signs
- d. Satellite Dishes

3. Supplemental Land Use Provision

- a. Preamble

The CCUM Redevelopment Plan project area shall be governed by the Land Use Provisions contained herein. These provisions are intended to establish standards that will architecturally define the proposed residential development as well as the overall project site within the subject redevelopment area. Therefore, the potential developer and its professional staff are encouraged to exercise maximum ingenuity, creativity and freedom of design consistent with the objectives of the CCUM Redevelopment Plan.

The Redevelopment Authority recognizes that a variety of factors will influence the final design of the redevelopment project area and has not attempted, in these and other controls of the CCUM Redevelopment Plan, to anticipate every possible design solution. Rather, the controls and regulations governing structural form and architectural character within the redevelopment project area are designed to promote a unifying framework in accordance with the following issues:

- 1.) Encourage the implementation of one of the overall Conceptual Site Plans, Conceptual Senior Center Architectural Elevations and Plans, and the Conceptual Townhouse Complex Architectural Elevations and Plans. The overall redevelopment project area site plans or individual lot site plans are subject to review and approval of the Winslow Planning Board and Township Committee, as well as, any and all other outside agencies with jurisdiction over review and all other related required regulatory approvals.
- 2.) In addition to 1.) above, it is the intent of the Land Use Provisions of the CCUM Redevelopment Plan to require upgraded standards within the redevelopment project area and relating to the following:
 - a.) Pedestrian access and circulation;
 - b.) Public transportation linkages;
 - c.) Security Plan;

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

- i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
- ii. At least 30 percent of all low- and moderate-income units shall be two bedroom units;
- iii. At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
- iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.

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

b. Accessibility Requirements:

- 1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.
- 2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - i. An adaptable toilet and bathing facility on the first floor;
 - ii. An adaptable kitchen on the first floor;
 - iii. An interior accessible route of travel on the first floor;
 - iv. An interior accessible route of travel shall not be required between stories within an individual unit;
 - v. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - vi. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7, or evidence that the Township of Winslow has collected funds from the developer sufficient to make ten percent (10%) of the adaptable entrances in the development accessible.

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

In the event that Winslow Township rezones property within the Township to an inclusionary zoning district in order to continue providing affordable housing towards any subsequent obligations, the following shall apply:

1. Phasing. Inclusionary developments shall be subject to the following schedule, except where an alternate phasing schedule has been incorporated into a development or redevelopment agreement:

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25	0
25+1 Unit	10
75	75
100	90

2. Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
3. Payments-in-lieu and off-site construction. The standards for the collection of Payments-in-Lieu of constructing affordable units or standards for constructing affordable units off-site, shall be in accordance with N.J.A.C. 5:93-8.
4. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
5. If an inclusionary zoning development is proposed for the Pinelands, the affordable units within the inclusionary zoning development will not have any Pineland Development Credits (PDC), however the PDC requirement of the affordable units shall be shifted to the market rate units within said inclusionary zoning development pending Pineland Commission approval.

Section 4. New Construction

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

- a. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:
 1. 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.
 2. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.
 3. Thirteen percent (13%) of all units shall be designated as very-low income households, with at least fifty percent (50%) of all very-low income units being available to families. Very-low income units shall be considered low-income units for the purposes of evaluating compliance with the required low/moderate income unit splits, bedroom distribution, and phasing requirements of this ordinance.

- d.) Façade treatment of the individual buildings;
- e.) Building orientation plan incorporating views, vistas, identification points, and nodes, etc. that recognize the relationships between buildings as well as the edge conditions defined along the perimeter of the redevelopment project area boundary;
- f.) A Landscape Plan shall be prepared by a Certified Landscape Architect licensed in the State of New Jersey. At a minimum, the Landscape Plan shall contain a Planting Schedule listing all plant material by size, common name and scientific name, quantities and symbol to identify planted location;
- g.) The Landscape Plan shall define ornamental as well as buffer plantings for the required perimeter buffer area, common areas and individual building lots;
- h.) Signage graphics delineating style, size, color, and placement on individual buildings, individual building lots and overall within the redevelopment project area;
- i.) Parking Plan that defines vehicular and truck parking, site circulation and truck delivery;
- j.) Lighting Plan, both security and ornamental for individual buildings and lots; and,
- k.) Other elements defined by the Redevelopment Authority design review process, the Planning Board and the Governing Body/Township Committee.

3.) Additional Requirements

- a.) Residential Dwelling Building Orientation
 - i. Driveway access for all dwelling unit lots and dwelling unit buildings shall be gained through the proposed internal street system as part of the redevelopment project area and not be gained through existing external public rights-of-way.
 - ii. There shall be a varied mix of building styles and façade designs with no two identical buildings being located directly adjacent to one another.
- b.) Accessory Use Structures

- i. Accessory use structures shall feature a landscaped buffer around the perimeter to enable the structure to blend into the surrounding character.

c.) General Landscaping Controls

- i. All parking and loading areas shall be landscaped.
- ii. Foundation plantings shall be incorporated around all building perimeters.
- iii. A landscaping buffer shall be provided between any proposed active or passive recreational amenities, adjacent residential dwellings and public or private streets.
- iv. Fencing shall be permitted throughout the project area and shall not exceed a height of six (6) feet and shall be of a decorative material such as wood, vinyl or aluminum.
- v. No chain link fencing shall be permitted throughout the redevelopment project area.

d.) Buffers and Landscaping along CCUM Redevelopment Plan Project Area Perimeter

- i. Adjacent to the Four Mile Branch Road and Lehigh Manor Drive frontages, landscaped buffers shall be not less than ten (10) feet in width, which may be permitted within a required setback yard area, and shall be protected by an easement.
- ii. Along redevelopment project area perimeter lines that abut adjacent residential zoning districts or residential uses, landscaped buffers shall be not be less than ten (10) feet in width, which may be permitted within a required setback yard area.
- iii. Buffers may be comprised of earth berms, fences and landscaping, which shall be of a sufficient quantity and size to screen parked automobiles from the view of those at grade or first-floor level in adjacent homes and to prevent the shining of automobile headlights into the yards of adjacent properties. In general, the buffers shall provide a visual screen between areas of the redevelopment project area and any uses on adjacent parcels in the immediate vicinity of the CCUM Redevelopment Plan project area. Fencing shall be

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.

- 4. The Township of Winslow shall dedicate a minimum of \$10,000 for each unit to be rehabilitated through this program, reflecting the minimum hard cost of rehabilitation for each unit.

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

6. The Township of Winslow shall designate, subject to the approval of the Court, one or more Administrative Agents to administer the rehabilitation program in accordance with N.J.A.C. 5:91 and N.J.A.C. 5:93. 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 the Court. Both rehabilitation manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).

7. Units in a rehabilitation program shall be exempt from N.J.A.C. 5:93-9 and Uniform Housing Affordability Controls (UHAC), but shall be administered in accordance with the following:

- i. If a unit is vacant, upon initial rental subsequent to rehabilitation, or if a renter-occupied unit is re-rented prior to the end of controls on affordability, the deed restriction shall require the unit to be rented to a low- or moderate-income household at an affordable rent and affirmatively marketed pursuant to N.J.A.C. 5:93-9 and UHAC.
- ii. If a unit is renter-occupied, upon completion of the rehabilitation, the maximum rate of rent shall be the lesser of the current rent or the maximum permitted rent pursuant to N.J.A.C. 5:93-9 and UHAC.
- iii. Rents in rehabilitated units may increase annually based on the standards in N.J.A.C. 5:93-9.
- iv. Applicant and/or tenant households shall be certified as income-eligible in accordance with N.J.A.C. 5:93-9 and UHAC, except that households in owner occupied units shall be exempt from the regional asset limit.

(b) Inclusionary Zoning.

- 1. To implement the fair share plan in a manner consistent with the terms of the settlement agreement, ensure the efficient use of land through compact forms of development, and to create realistic opportunities for the construction of affordable housing, the Christ Care Unit Missionary Baptist Church (CCUM) Redevelopment Plan shall be implemented as it permits 100% affordable housing family rentals. The Redevelopment Plan allows for inclusionary zoning and the implementation of the CCUM Redevelopment Plan will ensure Winslow Township meets all of its affordable housing requirements within the settlement agreement.

permitted as part of a buffer area with a maximum height not to exceed a six (6) feet above the finished grade of the area of installation. The fencing material must be decorative and no chain link fencing will be permitted within the buffer areas. In addition, shade trees shall be provided in the buffer areas at a rate of one (1) tree per one thousand (1,000) square feet of buffer area in combination with shrubs, both coniferous and deciduous, as well as perennials and, where appropriate, annuals.

e.) Landscaping within Stormwater Management Facilities

- i. Landscaping shall be provided around the perimeter of stormwater management basin areas, which are created within the redevelopment project area, and shall consist of a combination of trees and shrubs.
- ii. The minimum landscaping buffer shall be ten (10) feet in width and shall be protected through an easement.
- iii. The landscaping buffer shall also include a combination of earth berms, fences and landscaping which will provide a visual screen to create an aesthetic amenity between the basin areas and adjacent residential dwellings.
- iv. No chain link fences will be permitted throughout the stormwater management facilities of the redevelopment project area.

f.) Street Trees

- i. Street trees shall be incorporated along all streets, both public and private, at a planting rate of 35 - 40 feet on center with a planting size of 2½ inch to 3½ inch caliper, with varying species planted throughout the redevelopment project area streetscape.

g.) Lighting Standards

- i. All lighting standards shall conform to the Township's General Ordinances.
- ii. Light from on-site lighting shall not spill out onto other adjacent properties and rights-of-ways which are outside of the Redevelopment Area project site or internal street system.

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

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

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

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

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

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

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

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

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

Section 3. Affordable Housing Programs

The Township of Winslow will use the following mechanisms to satisfy its affordable housing obligations:

(a) A Rehabilitation program.

1. Winslow Township will continue to participate in Camden County Improvement Authority's (CCIA) rehabilitation program to renovate sixty three (63) 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. Both owner occupied and renter occupied units shall be eligible for rehabilitation funds through CCIA's program. The Township of Winslow has a shared services agreement with CCIA. Information and procedures can be found.....
3. All rehabilitated units shall remain affordable to low- and moderate-income households for a period of 10 years (the control period). Owner-occupied units shall remain affordable to low- and moderate-income households for a period of six (6)

h.) Fences

- i. No fences will be permitted on any of the individual townhouse unit lots.
- ii. Fencing that is incorporated throughout the remainder of the site shall not exceed six (6) feet in height and shall be constructed of a decorative material such as wood, vinyl or aluminum.
- iii. No chain link fencing will be permitted throughout the redevelopment project area.

i.) Design and Performance Standards

- i. The CCUM Redevelopment Plan project area shall also be subject to the Residential Site Improvement Standards, New Jersey Administrative Code, Title 5, Chapter 21.
- ii. The CCUM Redevelopment Plan project area shall also be subject to the environmental and stormwater standards, rules and regulations of the New Jersey Department of Environmental Protection.

"The Department" means the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. DEVELOPMENT STANDARDS

A. The tract is being developed as a master planned community. As such the standards for setbacks and density are to be considered for the aggregate of all phases. The parcel is managed and overseen by a single management entity. All units are rented, therefore there are no individual unit lot lines. Financing requires subdivisions for financing purposes which do not affect the layout or design of the project.

Lot Area	5 Acres or greater
Lot Frontage	200' on County Roads (where applicable) 50' on Local Roads (where applicable)
Lot Width	200' Minimum Overall
Lot Depth	250' Minimum Overall
Lot Front Yards	30' Abutting a County Road or right of way 20' Abutting a Local road.
Lot Side Yards	25' Abutting a road or right of way, 15' between buildings
Rear Yards	25' Abutting a County or Local Road, 20' per building.
Density	<i>Townhomes:</i> 7.0 Units per acre <i>Senior Citizen Housing:</i> 32 Units per acre per site area provided the overall density of the tract does not exceed 7.0 units per acre.
Green Space	20% of the gross tract must be in green space
Accessory Buildings	5' - Minimum to Side Line 5' - Distance to Rear Line
Buffer	0' - Front 5' - Side 5' - Rear
Maximum Building Coverage	40%
Maximum Impervious	60%
Maximum Building Height	45' Senior Building, Maximum of Three Stories 35' Townhomes and Other Buildings

B. Parking Standards

1. Off-Street Parking:

- a. Townhomes 2.3 spaces per unit
- b. Senior Housing 1 space per unit
- c. Nursing Home 0 spaces per bed (*no client driving*), plus 1 space per maximum shift of employees and 1 space per 8 beds for visitors.

C. Accessory Standards

- 1. Fences shall conform to the Winslow Code.

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

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

"Administrative agent" means the entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq.

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

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

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

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

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

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

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

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

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

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

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

2. Signs shall conform to the Winslow Code.
3. Satellite Dishes shall conform to the Winslow Code.
4. Infrastructure and Utility Improvements – any redevelopment construction in CCUM Redevelopment Area must be served with public water and sewer services. This CCUM Redevelopment Area is served by public water and sewer services.

D. Conformity to Standards

In the event that property which is not in a designated redevelopment area which also abuts a designated redevelopment area or abuts an area that is affected by a redevelopment plan becomes inconsistent with standards of the zoning code, the standards shall be relaxed by the Planning Board in order to achieve the purposes and intention of the redevelopment plan in the following fashion.

1. Where the conditions are rendered to be non-conforming as the result of existing structures or existing improvements on property not in a redevelopment area but abuts such an area, the relief shall be treated as a design waiver.
2. Where the non-conforming conditions are the result of proposed new development of property not in a designated redevelopment area or plan, a variance shall be required.

**TOWNSHIP OF WINSLOW
COUNTY OF CAMDEN
STATE OF NEW JERSEY**

ORDINANCE 16-XX

AN ORDINANCE OF THE TOWNSHIP OF WINSLOW TO ENACT THE TOWNSHIP'S THIRD ROUND HOUSING PLAN ELEMENT AND FAIR SHARE PLAN CONSISTENT WITH THE TERMS OF A SETTLEMENT AGREEMENT REACHED BETWEEN THE TOWNSHIP OF WINSLOW AND THE FAIR SHARE HOUSING CENTER REGARDING COMPLIANCE WITH THE TOWNSHIP'S THIRD ROUND AFFORDABLE HOUSING OBLIGATIONS IN ACCORDANCE WITH IN RE: N.J.A.C. 5:96 AND 5:97, 221 N.J. 1, 30 (2015)

Section 1. Affordable Housing Obligation

- (a) This Ordinance is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.
- (b) The Winslow Township Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan has been endorsed by the governing body. The Fair Share Plan describes the ways Winslow Township shall address its fair share for low- and moderate-income housing as documented in the Housing Element and outlined in the terms of the settlement agreement between the Township and Fair Share Housing Center (FSHC) in the Matter of the Township of Winslow, Camden County, Docket No. CAM-L-2535-15 (the settlement agreement).
- (c) This Ordinance implements the Township's Fair Share Plan and addresses the requirements of the Court and the terms of the settlement agreement.
- (d) The Township of Winslow shall track the status of the implementation of the Housing Element and Fair Share Plan. Any plan evaluation report of the Housing Element and Fair Share Plan shall be available to the public at the Township Municipal Building, 125 South Route 73, Braddock, NJ 08037..

Section 2. Definitions

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

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

NJ DEPARTMENT of COMMUNITY AFFAIRS, October 2011

V. IMPLEMENTATION OF REDEVELOPMENT PLAN

A. With the adoption of this Redevelopment Plan, the governing body continues to designate Christ Care Unit Missionary Baptist Church CDC as the selected Redeveloper of the CCUM Redevelopment Area.

1. The Redeveloper continues to affirm that 'no condemnation' or eminent domain are required and or are necessary for this phase of the plan as amended.
2. The Redeveloper agrees to provide all infrastructure necessary to complete the plan at no cost to the Township.
3. The Redeveloper acknowledges the continued request of a payment in lieu of taxes (PILOT) to the benefit of the municipality and the redevelopment activity.

B. *Site Plan Applications* – In the execution of this Redevelopment Plan, development within the area shall be governed by the requirements set forth hereunder. Redevelopment activity shall be in conformance with this Redevelopment Plan.

C. *Equal Opportunity* – The land with the Redevelopment Area shall not be restricted on the basis of race, creed, color, or natural origin in the sale, use, lease or occupancy thereof.

D. *Time Limits* – The Redevelopment Entity shall diligently pursue all avenues of financing and approvals for development of the land and construction of improvements with a reasonable amount of time to be agreed upon between the entity and its designated Redeveloper.

E. Significant Relationships of the Redevelopment Plan to Other Plans, N.J.S.A. 40A:12a-7a(5)a

The Land Use Plan components of the CCUM Redevelopment Plan do not materially differ from those in place prior to the adoption of said plan. Accordingly, there is no change in the relationship between the CCUM Redevelopment Plan and (a) the Master Plan and/or Re-Examination Reports of the Township of Winslow and contiguous municipalities, (b) the Master Plan of the County and (c) the State Development and Redevelopment Plan (SDRP) beyond those relationships which existed prior to the adoption of the CCUM Redevelopment Plan. It shall be noted that the CCUM Redevelopment Plan project area is not located adjacent to any municipal boundary lines with any adjacent municipalities and commentary regarding the overall Winslow Township consistency with adjacent municipalities is covered within the 2007 Master Plan Re-Examination Report and is incorporated herewith.

1. The Redevelopment Plan is consistent with and is designed to effectuate the duly adopted Master Plan Re-Examination Report of the Township of

Winslow. Additionally, the Master Plan identifies the Redevelopment Area within the Land Use Element and proposes to create the necessary recommended plan for the Redevelopment Area as well as incorporate design/development standards to further advance and support the Municipal Master Plan for Winslow Township. Additionally, the Redevelopment Plan is supportive of the Winslow Township, Housing Element and Fair Share plan as prepared by GROUPmetvmdESIGN, DATED December 5, 2008. As part of the proposed Fair Share Plan for Winslow Township, the proposed Redevelopment Plan area is defined as assisting in supporting and aiding in meeting the Fair Share Obligation of Winslow Township. The proposed project will provide 100% affordable residential units. The Housing Element and Fair Share Plan report was adopted by the Winslow Township Planning Board under Resolution PR2008-057, dated December 18, 2008.

2. The Camden County, Comprehensive Planning Program, Land Use Plan, identifies within the Findings, Proposals, Goals and Planning Values section the following:

- a) It is important that residential development be ordered in a manner which will best complement public transportation improvements.
- b) It is recommended that compatible land use activities be grouped together by common transportation needs and activity inter-relationships to form multi-purpose centers.
- c) Provide appropriate housing types at affordable costs in close proximity to work areas.
- d) Encourage innovative zoning concepts which are based upon performance standards.
- e) Program new development to coincide with public water and sewage facilities.
- f) Planning for age group segments of the general population is likely to demand apartments and higher density housing.

The proposed redevelopment plan goals and objectives are consistent with and supportive of the above noted items from the Camden County Land Use Plan with respect to the proposed residential, affordable development within Winslow Township and this portion of the County.

3. The New Jersey State Development and Redevelopment Plan, Policy Map, identifies that Block 2903, Lot 10, 12 and a portion of Lot 9 is located within the PA2, Suburban Planning Area which is defined as the following: "The Suburban Planning Area is generally located adjacent to the more densely developed Metropolitan Planning Area, but can be distinguished from it by a lack of high intensity Centers, by the



availability of developable land, and by a more dispersed and fragmented pattern of predominantly low density development. Suburban Planning Areas are or will be served by regional infrastructure, except that, outside of Centers and major transportation corridors, there is limited, if any, availability of alternative modes of transportation to the automobile. These areas have generally been designated for growth in municipal master plans. As development expands, these services will become increasingly available if planned properly." The intent of the State Plan within the Suburban Planning area is to:

- a) Provide for much of the State's future development;
- b) Promote growth in centers and other compact forms;
- c) Protect the character of existing stable communities;
- d) Protect natural resources;
- e) Redesign areas of sprawl;
- f) Reverse the current trend toward further sprawl; and,
- g) Revitalize cities and towns.

The State Plan further recommends that municipalities work with each other and their counties to delineate specific areas for redevelopment, retrofitting, rehabilitation or revitalization where growth is expected or desired. The proposed redevelopment plan goals and objectives are consistent and supportive of the intent of the State Plan with respect to the proposed development within this portion of Winslow Township.

F. Relationship to Pertinent Municipal Development Regulations, N.J.S.A. 40A:12a-7a(5)c

The relationship of the CCUM Redevelopment Plan to pertinent municipal development regulations is outlined in the Land Use Plan of this redevelopment plan.



Supplemental Addendum #2
 Exhibit B-1: Study Area Boundary Map
 Winslow Township, Camden County, New Jersey
 April 2015

Legend

- Supplemental Addendum #2 Redevelopment Study Area
- Winslow Roads
- Winslow Parcels

1,100 Feet

0 275 550


VI. ATTACHEMENTS


WINSLOW TOWNSHIP PLANNING BOARD
RESOLUTION RECOMMENDING THAT THE DESIGNATING AREA
(Block 2903 Lots 10 and 12 and part of Lot 9)
BE DETERMINED BY THE MAYOR AND TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF WINSLOW AS AN AREA IN NEED OF REDEVELOPMENT
PURSUANT TO NJSA 40A:12A-1 et seq.
PR2015-020

WHEREAS, the Mayor and Township Committee Members of the Township of Winslow have determined that certain areas within the Township should be preliminarily investigated by the Winslow Township Planning Board for determination of whether said properties are an "Area in Need of Redevelopment" pursuant to NJSA 40A:12A-1 et seq, and have made such recommendation to the Planning Board pursuant to Resolution duly adopted by the Mayor and Committee of the Township of Winslow, R-2014-057 adopted April 14, 2015; and WHEREAS, said Resolution adopted by the Mayor and Committee of the Township of Winslow, R-2014-057, covering property located at Block 2903, Lots 10 and 12 and part of Lot 9 (the non-developed portion), authorized and directed the Winslow Township Planning Board to undertake the preliminary investigation of the Study Area as a Non-Condemnation Redevelopment Area; and

WHEREAS, on April 16, 2015, the Winslow Township Planning Board adopted a Resolution, PR2015-018,

I, Debbie Wells, Secretary of the Township of Winslow Planning Board, County of Camden and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the said Board at a meeting held at the Winslow Township Municipal Building, Winslow Township, New Jersey on the 21st day of May 2015, memorialized at a meeting held the same date.


DEBBIE WELLS
SECRETARY
Planning Board
Township of Winslow


HAROLD HILL
CHAIRPERSON
Planning Board
Township of Winslow

Committee of the Township of Winslow, that said municipal governing body determine that Block 2903, Lots 10 and 12 and part of Lot 9 (the non-developed, vacant portion), on the Official Tax Map for the Township of Winslow County of Camden and New Jersey, are areas in need of Non-Condensation Redevelopment pursuant to NJSA 40A:12A-6b(5) (a), to be a Non-Condensation Redevelopment Area.

2. It is determined that the area designated as Block 2903, Lots 10 and 12 and part of Lot 9 (the non-developed vacant portion) meet the criteria set forth in NJSA 40A:12-5c as unimproved vacant lands which need the involvement of the municipality to bring such lands to a level of production, being areas in need of Non-Condensation Redevelopment.

3. It is determined that Block 2903, Lots 10 and 12 and the vacant, unimproved portion of Lot 9, be and are hereby recommended to be Areas in Need of Redevelopment pursuant to the criteria contained in NJSA 40A:12A-1 et seq, for all of the reasons more specifically set forth in Professional Planner report dated April 2015 prepared by Jennifer C. Beahm adopted herein as if set forth at length.

4. The Secretary of the Winslow Township Planning Board shall immediately cause to be transmitted to the Mayor and Committee of the Township of Winslow a copy of this Resolution.

memorialized the same date, which authorized the preliminary investigation report preparation pursuant to NJSA 40A:12A-1 et seq for the above noted properties to determine if same are to be designated as "Areas in Need of Redevelopment" pursuant to NJSA 40A:12-1 et seq.

WHEREAS, the Township of Winslow Planning Board has, pursuant to PR2015-018, undertaken the necessary investigation into whether or not a particular area within Winslow Township may be recommended to the Mayor and Township Committee as an area in need of Non-Condensation Redevelopment; and

WHEREAS, the Township of Winslow Planning Board has authorized and directed its Professional Planners, CNE Associates, Professional Planners, A.I.C.P., to furnish to the Winslow Township Planning Board a written report essential to assist the Winslow Township Planning Board in its determination (aforedescribed) and

WHEREAS, CNE Associates, Jennifer C. Beahm, Professional Planner, have tendered a written report known as the "Supplemental Addendum #2 for the Area in Need of Redevelopment Analysis, Revised Lehigh Manor Site (Christ Care Unit Missionary Baptist Church Area)" dated April 2015, which report supplements the reports previously prepared by Peter P. Karabeshian Associates, Inc., dated January 2004 known as the "The Original Analysis", which was supplemented pursuant to Addendum dated April 2009, prepared by the

Karabashian Eddington Planning Group, Peter P. Karabashian Professional Planner; and

WHEREAS, the Township of Winslow Planning Board has reviewed all three reports and the data and information and recommendations contained therein; and

WHEREAS, CME Associates has prepared a map of the study area, which map was on file with the Clerk's Office of Winslow Township and the Secretary of the Winslow Township Planning Board more than ten (10) days prior to May 21, 2015 for Block 2903, Lots 10 and 12 and part of Lot 9 located along or near Sickerlyville Road, Andrews Road and Erial Road; and

WHEREAS, the Township of Winslow Planning Board conducted a hearing which was duly noticed in accordance with NWSA 40A:12A-6 on May 21, 2015, at 7:00 p.m. in the Municipal Building of the Township of Winslow located at 125 S. Route 73, Winslow Township New Jersey, for the purpose of setting upon the determination of whether or not property located at Block 2903 Lots 10 and 12 and part of Lot 9 (the non-developed or vacant portion) on the Official Tax Map for the Township of Winslow County of Camden and New Jersey, are areas in need of redevelopment and whether or not such recommendation should be made to the municipal governing body of the Township of Winslow; and

WHEREAS, at such hearing, the Winslow Township Planning Board heard sworn testimony from all interested persons; and

WHEREAS, at the said hearing held on May 21, 2015, the Winslow Township Planning Board heard sworn testimony from CME Associates, Professional Planners, Megan Stanley, after having been duly qualified as a licensed Professional Planner in the State of New Jersey, license Number 331100627800; and

WHEREAS, the investigation and testimony revealed that Block 2903, Lots 10 and 12 and part of Lot 9 have been vacant and unimproved in excess of ten (10) years, thus being unproductive under the criteria set forth in NWSA 40A:12A-5c, and requiring the involvement of the municipality to bring the land to a level of production; and

WHEREAS, it further appearing that the surrounding areas consisting of the Lehigh Manor areas previously the subject of a redevelopment analysis continue to have a significant amount of structures that are deteriorated and/or boarded up, continuing a trend of vacancy, abandonment or underutilization along with a persistent arrerage of property tax payments, and thus, a program of rehabilitation for the unimproved portions of Block 2903 Lots 10 and 12 and part of Lot 9, will allow opportunities for incentives and attractive living environments in this area; and

NOW, THEREFORE, BE IT RESOLVED by the Township of Winslow Planning Board as follows:

1. It is hereby recommended to the Mayor and Township